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**MANAGEMENT PLAN**

**FOR**

**MALABAR SANCTIJARY GREENWAY I AND II  
BREVARD COUNTY, FLORIDA  
FCT project #95-063-P56 and #96-019-P7A**

**PREPARED FOR THE TOWN OF MALABAR**

**BY**

**MARINE RESOURCES COUNCIL  
OF EAST FLORIDA**

**SEPTEMBER 1998**

## TABLE OF CONTENTS

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>2</b>
A.	Combination of Management Plans for Malabar Sanctuary Greenway I and II.....	2
B.	Location.....	2
C.	Resource Description.....	2
	1. Land Use.....	3
	2. Zoning.....	3
D.	History of the Project.....	3
<b>II.</b>	<b>PURPOSE OF PROJECT AND MANAGEMENT.....</b>	<b>4</b>
A.	Rationale for Acquisition.....	4
B.	Comprehensive Plan Directives .....	4
C.	Comprehensive Plan Changes to Accommodate the Plan .....	7
D.	Goals and Objectives of the Management Plan .....	7
	1. Acquisition .....	7
	2. Natural Resources and Outdoor Recreation .....	7
	3. Management .....	8
E.	Commitment to and Provisions of FCT Approval and P-2000 .....	8
F.	Identification of the Site .....	8
<b>III.</b>	<b>SITE DEVELOPMENT, IMPROVEMENT AND ACCESS .....</b>	<b>9</b>
A.	Approvals from FCT .....	9
B.	Existing Improvements .....	9
C.	Proposed Improvements .....	9
D.	Land Alterations Related to Listed Species .....	10
E.	Permits Required .....	10
F.	Signage .....	10
G.	Access .....	11
	1. Parking .....	11
	2. Walking Trails .....	11
	3. Bicycling .....	11
	4. Bridle Paths .....	11
H.	Easements, Concessions and Leases ..	11
	1. Notice to FCT of Impending Easements, Concessions or Leases .....	11
<b>IV.</b>	<b>KEY MANAGEMENT ACTIVITIES .....</b>	<b>12</b>
A.	Maintenance .....	12
B.	Security .....	12
C.	Staffing .....	12
D.	Natural Resource Protection.....	13
	1. Natural Resource Assets .....	13
	2. Survey - Base Line Plants and Animals .....	14

**TABLE OF CONTENTS (Continued)**

3.	Protection of Endangered Species	14
3.	Protection of Imperiled or Critical Imperiled Vegetative Communities	14
4.	Geological Features	14
5.	Protect Surface Water/Groundwater and Hydrology	15
6.	Prescribed Burns	15
D.	Resource Restoration and Enhancement	15
	1. Exotic Plant Removal	15
	2. Floodplain Wetlands	16
	3. Revegetation	16
F.	Archaeological and Historical Elements	16
G.	Coordination of Impacts to and from Adjacent Landowners	16
H.	Greenway Management	17
<b>V.</b>	<b>COST ESTIMATES AND FUNDING SOURCES</b>	<b>17</b>
	A. Cost Estimates	17
	B. Funding Sources	17
<b>VI.</b>	<b>PRIORITY SCHEDULE</b>	<b>18</b>
<b>VII.</b>	<b>MONITORING</b>	<b>18</b>
	A. Annual Report	18
	B. Ecosystem Viability	18
	C. Surveys to Florida Natural Areas Inventory	19
	D. Plan Up-date	19

## **LIST OF EXHIBITS**

- A. Map of Combined Malabar Sanctuary Greenway I and II.**
- B. 100 Year Floodplain Map of Malabar.**
- C. Master Site Plan**



## **LIST OF APPENDICES**

- I. Conceptual Approval Agreements Malabar Sanctuary Greenway I and II.
- II. Species Lists for Turkey Creek and Malabar with Surveys of Listed Species.
- III. Cost Estimates.
- IV. Priority Schedule.
- V. Grant Award Agreement and recorded deed.

MALABAR SCRUB  
Greenway I and II

The following materials are provided as required by Rule Chapter 9K-4, Florida Administrative Code (F.A.C.) as a prerequisite to the acquisition funding effort of the Florida Communities Trust Program on behalf of the Town of Malabar. This management plan will be reviewed and approved by the Staff and Town Council of Malabar. The Town in association with several agencies described in the text will be responsible for the various aspects of management procedures and implementation of the plan.

## I. INTRODUCTION

### A. Combination of Management Plans for Malabar Sanctuary Greenway I and II.

Proposals for land acquisition were submitted to the Florida Communities Trust in the 1995 and 1996 grant cycles. Both projects, Malabar Sanctuary Greenway I(1995) and II (1996) received favorable reviews and approvals for funding. Conceptual Approval Agreements between the Florida Communities Trust and the Town of Malabar were approved in November 1995 (Greenway I) and on April 15, 1997 (Greenway II) (Appendix I). Land acquisition is proceeding for both projects. Since the purpose is to link the two proposed projects via floodplain greenways, this management plan is accomplished by combining planning and management of both. Maps and references will refer to the total Greenway. The distinction for administrative purposes is that Malabar Sanctuary Greenway I is north of Malabar Road on lands surrounding Turkey Creek and its floodplain, and Malabar Sanctuary Greenway II is south of Malabar Road exhibit A). The FCT has negotiated sales contracts on three parcels south of Malabar road Within the Malabar II project boundary. Main focus is put on these three parcels one on Weber Road, one on Corey Road and the third parcel east of Shiflet Road on Malabar. As further acquisition occurs the management plan will be amended to include the management details onthe parcel(s) before closing.

### B. Location

The project sites are found in Southern Brevard County, Florida, in the Town of Malabar. The town is located along the west shore of the Indian River Lagoon and east of interstate 1-95. The City of Palm Bay lies immediately north of Malabar with unincorporated County lands to the south.

Tributaries of Turkey Creek form in the southern portion of the Town and flowed, historically, north between a series of ancient dune lines to the main channel of the Creek. Roads, fields, canals, ponds and fill for homesites have altered this natural flow. The project lands are located along the flowway of Turkey creek, surrounding floodplains and uplands (Exhibit B).

### C. Resource Description

Malabar Sanctuary Greenway is comprised of lands in the floodplain of Turkey Creek, adjacent wetlands, and upland ecosystems directly associated with the floodplain. Turkey Creek, a fresh black water creek, extends from wetland headwaters in southern Malabar through the town to join the main creek channel and the Melbourne - Tillman Water Control District to the north. Historically, the low wetland marshes were formed by seepage from Pleistocene sand dunes. This, a series of barriers, restricted flow to the east or west.

The old dune formations of porous fine sand provide the unique conditions described as Florida Scrub or Sand Pine Scrub. Vegetation on the ecosystem of the dunes is adapted to the dry soil conditions, lack of nutrients for plant growth and frequent fires. Several plants and animals, endemic to the scrub habitat, are listed as threatened or endangered because of loss of habitat (i.e. gopher turtle (*Gopherus polyphemus*), scrub jay (*Confradina grandiflora*), and others).

Shallow wetlands of cord grass (*Spartina bakeri*), St. Johns Wort (*Hypericum sp.*), and other herbaceous species collect ground and surface runoff which combine to form small tributaries. Flowing north the dark tannin-rich waters are surrounded by hardwood hammocks of oaks, maples, sabal palms and giant leather ferns (Appendix II).

#### 1. Land Use

Much of the land surrounding the creek was drained for field crops in the 1930s and converted to pasture *from* the 1940s to the present. Parcels of 10-20 acres were subdivided during the Great Depression as subsistence farms. Since 1970, there has been an increase in the number of density of single family homes encroaching on the floodplain and sand scrub lands.

#### 2. Zoning

Existing zoning for the projected Greenway lands is primarily rural or single family residential of various densities. Two parcels on the southwestern corner of Cory Road are zoned office institutional. The Brook Hollow reserve area (parcel 12) is listed as institutional on the zoning map.

The Town of Malabar will submit to the Department of Community Affairs a local government Comprehensive Plan Amendment in July to include the land use classifications for conservation, preservation and recreation/open space. Once the Town adopts this new land classification, the Town will change the Future Land Use and zoning designation of all acquired parcels within the Malabar I and Malabar II project sites to conservation, preservation or recreation/open space.

#### D History of the Project

The vision held by the people of Malabar is that of a rural community with open space in native vegetation with opportunities for small farms, gardens, pastures and woodlands. Recreation in horseback riding, walking, and boating and nature study are actively pursued by the citizens of Malabar.

Issues facing the Town include:

- (1) buffering the slow pace of life in Malabar from the intense urbanization of neighboring Palm Bay;
- (2) drainage and flooding problems caused by floodplain development and drainage diversions;
- (3) maintaining the low tax base and limiting commercial services to the minimum needed for rural development.

In 1995, citizens serving on the Malabar Parks and Recreation Board received the notice of Florida Communities Trust funds available to towns of less than 10,000 people. The Board requested assistance from the Marine Resources to prepare a proposed - Malabar Sanctuary Greenway 1. The Turkey Creek floodplain lands were the focus because they are contiguous to the Turkey Creek Sanctuary in Palm Bay, are often flooded and form a

continuous greenway link between the Palm Bay Park and County owned endangered lands (432 acres) the Malabar Scrub. Parcels on two tributaries of the Creek were described in the proposal delivered and approved by the FCT Project Selection Committee. The Conceptual Project agreement was finalized in November 1995 and amended on May 30, 1997 and August 15, 1997.

The FCT proposal for the Malabar Sanctuary Greenway II was submitted on August 2, 1996, and approved for acquisition. The Conceptual Approval Agreement was signed on April 15, 1997. Addenda were executed; I and II on October 15, 1997, III on November 10, 1997, IV on March 10, 1998 and an extension granted on March 2, 1998.

## **II. PURPOSE OF THE PROJECT**

### **A. Rationale for Acquisition**

Malabar is a community with commitment to a rural lifestyle and concern for natural land use patterns. Thus it is appropriate to accommodate open space, flood protection, recreation and resource protection in a multiple use land acquisition program. The underlying impetus for the greenway is preservation of a life style important to the people of the town. Equally important is the urgent need to provide not only flood protection and drainage but also responsible water management.

The rationale is to acquire floodplains, wetlands and wildlife corridors to reverse the development pattern of encroachment on drainage ways and fragile ecosystems while providing open space, urban buffers and recreation opportunities for the people of Malabar.

### **B. Comprehensive Plan Directives**

Acquisition of land and establishment of the Malabar Sanctuary Greenway is an essential element in accomplishing the goals and objectives of the Town of Malabar's Comprehensive Plan.

#### **Conservation**

Goals, objectives, and policies of Malabar's Comprehensive Plan address several factors furthered by the acquisition of the greenway property: water quality, stormwater and floodplain management, wetland protection, maintenance of native vegetation and wildlife habitat and environmentally sensitive lands.

Water quality of the Indian River Lagoon and its tributary, Turkey Creek, is protected through Objective 6-1.2 and Policy 6-1.2.1, which calls for stormwater control and management and Section 1-8.7 of the Land Development Code that sets stormwater design criteria. Agricultural land use activities like those surrounding the Greenway are directed by Policy 6-1.2.2 not to interfere with wetlands and the lagoon watershed. New developments are charged with protecting shorelines from erosion and water quality impacts (Policy 6-1.2.40. Additionally, Land Use Policy 1-3.1.3, calling for lower densities of development

along the creek and Policy 1-3.1.6 directs that performance standards are implemented for land development activities.

Several objectives and policies address floodplain development and management. Objective 6-1.3 directs the Town to protect the 100-year floodplain, its storage capacity and native vegetation. The Malabar Sanctuary Greenway will preserve the 100-year floodplain of two branches of Turkey Creek and the natural hardwood hammocks surrounding the streambed. This furthers Policy 6-1.3.1 and the Land Development Code that restrict development in the floodplain, as well as implements Policies 6-1.3.2 and 6-1.8.2 in the purchase and/or acquisition of floodplains. Policies 6-1.3.2 and 6-1.4 to protect and preserve wetlands are also reflected in the Town's adopted Floodplain Ordinance (92-4). Policy 4-3.1.3 directs use of natural corridors and natural lands for stormwater drainageways. The Malabar Master Drainage Plan and Land Development Codes define this policy in engineering design and regulation.

Conservation Objective 6-1.7 directs the Town to protect native vegetation, particularly hammocks and wetlands. Hammock vegetation, depression marshes (including the creek bed) and mesic flatwoods buffers are protected in the proposed Malabar Greenway. The Town's Landclearing and Tree Ordinance 90-5 and Development Standards also implement this objective.

The proposed Malabar Greenway is designed to incorporate fish and wildlife habitat for indigenous as well as rare and endangered species. Objective 6-1.8 (protection of wildlife) and Policy 6-1.8.1 (restriction of development in wildlife habitat) are implemented in the Land Development Code and Ordinance 94-3 which limits densities on the Atlantic Coastal Ridge, provides for protection of scrub jay habitat and adopts a scrub jay habitat policy. The Greenway extension proposed for Malabar extends and augments the green corridor from the Malabar Sanctuary Greenway I (124 acres), to the 342 acre County-owned scrub habitat to the sand pine scrub of the Turkey Creek Sanctuary on the Atlantic Coastal Ridge.

Objective 6-1.9 (the protection of environmentally sensitive lands) are augmented by Land Use Policies 1-3.5.1 and 1-3.5.4 and all are furthered by the proposed greenway. The Florida Natural Areas Inventory (FNAI) finds the scrub, hammocks and depression marshes of Malabar imperiled globally and/or rare throughout the state. The Brevard County Environmentally Endangered Lands Program supports efforts to protect scrublands and create greenway corridor connections between existing sanctuaries.

### **Coastal Management**

Goals, objectives and policies for wetland protection, shoreline uses, and lagoon watershed management coordinated with the city of Palm Bay are addressed in the Malabar Comprehensive Plan and are implemented through this proposal and other community initiatives.

Wetland protection is directed by goals of both the Coastal Management and the Future Land Use elements. Objective 5-1.1, Policy 5-1.1.1 and Land Development Codes

protect coastal wetlands, and restrictions directed to ecotones surrounding wetlands. Policy 5-1.1 directs protection of wetlands from exotic plant infestation. This project proposed removal of Brazilian pepper trees from the floodplain and the tributary of the wetlands.

The Coastal Management element of Malabar's Comprehensive Plan, just as the Conservation Element, includes policies to promote fish and wildlife (5-1.1.6 and 6-1.8.2). This is reiterated in the Future Land Use Policy 1-3.5.4, and more fully described in the preceding section of this summary.

One purpose of the Malabar Sanctuary Greenway is to provide for open space access by the public to shoreline and waterways while protecting natural ecosystem function (Refer to Project Purposes and Goals above). Malabar Comprehensive Plan Policy 5-1.2.1 described access to shoreline uses and Policy 7-1.4.1 directs the Town to provide access points to Turkey Creek. Objective 1-1.4 applies the Town's budget process to land acquisition for recreation and open space.

Several elements of the Town's Comprehensive Plan calling for coordination between agencies are fulfilled by the Greenway proposed. Policy 1-3.10.1 directs the Town to coordinate with Palm Bay in the management of coastal resources and water of the State, i.e. Turkey Creek and the Indian River Lagoon. This is similar to directives for intergovernmental coordination in Policies 6-1.11.1 and the Intergovernmental Element.

#### **Recreation and Open Space**

The Town of Malabar has few recreational facilities but a wide range of private traditional recreation activities: horseback riding, hiking, swimming, and boating. Existing trails and access points to the natural areas and waterways have traditionally been used on the private property included in the Greenway Acquisition Program.

This project fulfills several policy initiatives to adjust land use and supply of recreation amenities to protect and maintain the heritage of this outdoor recreation. Several recreation policies are incorporated into the Future Land Use Element summaries of Malabar's plan.

Policies 1-1.5.1 and 1-2.5.1 direct the establishment and protection of natural and man-made corridors in Malabar. Land use codes require screening and buffering between urban and rural development (Land Use Code 1-7.2.F) and means to ensure that adjacent land uses are compatible. Objective 1-3-1, that physical improvements be coordinated with natural systems, is supported by Policy 7-1.3.2, which directs that recreation, and access facilities be compatible with the character and quality of natural resources. This project maintains natural corridors along Turkey Creek and between the scrub sanctuaries.

Objective 7.1.5 and Policy 7-1.5.3 of the Recreation and Open Space Element are fulfilled by bringing together a cooperative of public and private agencies to design, implement and manage the Greenway. The greenway extends into Palm Bay and is integral to the recreation and floodplain management strategies of that adjacent city. The City of Palm Bay,

Brevard County and the Town of Malabar are working cooperatively together in management of this integral open space corridor.

### C. Comprehensive Plan Changes to Accommodate the Plan

The town has committed to amendments to the Comprehensive Plan on those parcels acquired for this project. Those changes will be made following the final purchases by FCT.

### D. Goals and Objectives of the Management Plan

#### 1. Acquisition Goal

The goal of this project is to create a greenway corridor in the Town of Malabar, Florida for recreation, open space buffers, habitat protection, and stormwater control.

#### (a) Objectives

- To extend and augment the existing greenway. Linking together 432 acres of County owned scrub habitat in Malabar to 113 acres of sand pine and riparian forest in the City of Palm Bay. The 290 acres of creek bed and hammock in Malabar Sanctuary Greenway I are extended to the 140 acres of Malabar the only piece of publicly owned green space in the Town south of Malabar Road. The Greenway connects to the Malabar Scrub-Valkaria Scrub wildlife corridor.
  - To reduce flooding and stormwater problems in Malabar through environmentally viable floodplain and wetland management.
  - To protect the water quality of Turkey Creek and the Indian River Lagoon by acquiring floodplain lands for stormwater storage, sediment control, and nutrient uptake.
  - To create wildlife corridors while protecting habitats of rare and endangered species
  - To protect areas of potential potable water for the Town of Malabar and the city of Palm Bay.
  - To provide greenway buffers between rural and urban land uses in Malabar.
  - To acquire for public use, lands for recreational opportunities for the people of Malabar, Palm Bay, and the region.
- #### 2. Natural Resource and Outdoor recreation.
- To maintain and restore natural vegetation and habitat to the shoreline, floodplain and surrounding uplands of the Greenway.
  - To preserve the open space and rural character of the community and provide for recreation access by trails and bridle paths between rare ecosystem wildlife refuge and park lands.
  - To provide an enriching outdoor experience for hikers, horseback riders and cyclists.
  - To maintain the greenway system for multiple uses, stormwater and flood management, recreation, habitat protection and open space.



- To remove exotic plants from the greenway and enhance the succession of natural habitats.
- To conduct vegetative and plant species surveys of the Malabar Sanctuary Greenway prior to each development and on an annual basis to ensure protection, restoration and preservation of the acquired lands.
- To manage the lands and waters of the Greenway to optimize habitat for listed wildlife species including scrub jays, alligators, gopher tortoise, indigo snake and wading birds.

### 3. Management

Goal - to develop and manage the Malabar Sanctuary Greenways (I and II) for maintenance of natural ecosystem function of existing habitats and species while buffering rural and urban landuses, providing for water management and maintaining and extending trails and paths for recreational use.

#### Objectives:

- To install and maintain natural flow patterns and ecosystems within the floodplain of Turkey Creek.
- To utilize the floodplain storage and conveyance capacity within a natural hydroperiod for water quality improvement and infrastructure flood protection.
- To maintain primitive trails and bridle paths connecting parks, parking areas and rural land uses.
- To establish a system of volunteer groups to assist the town in planning and management of trails.

#### E. Commitment to and Provision of FCT Approval and P-2000.

In executing Conceptual Approval Agreements #95-063-P56 and #96-019-P7A enclosed as Appendix I, the Town of Malabar has committed to conform to the plan put forward in those documents. The 14 conditions particular to the project site on pages 13 and 14 of the agreement were part of the agreement and will be addressed in description of Key Management Activities (Section IV of this Plan).

#### F. Identification of the site.

On all signage, literature, education materials and media communication, the Malabar Sanctuary Greenway will be identified as having been purchased with funding from the Florida Communities Trust and the Town of Malabar. Signage and other written media will be so designed to inform visitors that the site is publicly owned, open to the public and operated for natural resource conservation and water and wetland management.

### **III. SITE DEVELOPMENT, IMPROVEMENT AND ACCESS.**

#### **A. Approvals from FCT.**

In keeping with the contract between Florida Department of Community Affairs, the Town of Malabar will request and seek approval from FCT before undertaking any site alterations or physical improvements other than those described in the Approved Management Plan.

#### **B. Existing Improvements**

The lands approved for purchase in Malabar Sanctuary Greenway projects I and II border and surround tributaries of Turkey Creek. Most have been used for field crops or unimproved pasture in the past. The lands are wetlands and hammocks fenced and in some cases drained by field ditches. Photographs made a part of the land acquisition plan show barbed wire fence lines, gates and corrals common to small ranching operations. One house exists on parcel 254 of the Malabar Scrub Sanctuary II project and one in the Malabar Scrub Sanctuary I. Both will be used as rest areas, nature education centers or for passive recreation. One may be used to highlight the history of Malabar.

Eight culverts on the branches of Turkey Creek connect the Sanctuary I and Sanctuary II projects. Florida Department of Transportation has improved these culverts in 1998 as the ongoing maintenance of Malabar Road.

#### **C. Proposed Improvements**

The purpose of land acquisition in the Malabar Scrub Sanctuaries is to maintain and preserve the natural character of the flood plain making it accessible for the people of the community. Therefore, only minimal improvements are proposed. A series of trails will border the creek flood plain at an elevation sufficient to avoid flooding in a fifty year, twenty four hour storm. In conjunction with guidance from and as permitted by the St. Johns River Water Management District, a berm at the storm elevation would accommodate the berm and trails. The horse trails would border the east side of the creek; walking and off road cycling trails would be separate and linked to nature centers and marl parking areas. Parking for horse trails would be prepared on Cory Road.

Existing fencing would be maintained and signage will be erected at the link to the Malabar Community Park, Malabar Road and Cory Road, and at each of the major park access points. As of September 1, 1998, the Town of Malabar has not allocated funding in its Capital Improvements Program for Sanctuary improvements, since properties have not yet been acquired. The local cycling groups, Equestrian Clubs and environmental and hiking clubs support funding for improvements through the Florida Recreation and Development Program, and volunteer programs. The Florida Trails Association will guide trail layout, blazing and maintenance.

#### D. Land Alterations Related to Listed Species

The purpose of the Malabar Greenway is to provide habitat for several endangered species. Since the project calls for restoration of the floodplain wetlands, the project will improve habitat for sandhill cranes, caracara and other birds seen in open marshes and flood plains of South Brevard County. Bald eagles nesting in Malabar, although not on this site, will have improved foraging and feeding grounds.

Improved water management practices, the floodplain berm and retention/detention facilities will protect the State Manatee Sanctuary downstream in Turkey Creek. A scrub jay management program, developed by Brevard's Environmental Endangered Lands Program is the model for Malabar's plans or the Greenway. All Sanctuary Greenway plans will be coordinated and addressed cooperatively with the Brevard County scrub jay protection plan.

#### E. Permits Required

Establishment of trails and signage will have minimal impacts on the natural environment. Stormwater improvements will re-establish wetland and creek hydroperiod. Proposed improvements may require contact or regulation by the following agencies:

1. Malabar City Codes and Land Use Plan;
2. St. Johns River Water Management District - Stormwater Management,.
3. Florida Department of Transportation - Malabar Road culverts;
4. Florida Game and Freshwater Fish Commission - endangered species;
5. Brevard County Environmentally Sensitive Lands Office - use of trail along boundary of the Malabar Scrub Lands;
6. U.S. Fish and Wildlife Service Endangered Species review.

Prior to initial construction copies of all permits will be submitted to the Florida Community Trust office for review.

#### F. Signage

Signage will be provided at Cory and Malabar Roads, the Malabar Community Park, the bridle path trail head and at the nature education center and rest areas. Trail markers will indicate the trail and direct users to the appropriate path.

All signage will acknowledge purchase of the Malabar Sanctuary Greenway by the Florida Communities Trust through the cooperation of the Town of Malabar, the Marine Resources Council, Brevard County, and the City of Palm Bay, in cooperation with the St. Johns River Water Management District. The configuration of the land finally purchased and the establishment of conservation easements with private land owners will determine the final signage placement.

## G. Access

### 1. Parking

Space for 10 horse trailers and parking for hikers (10) will be provided at Cory Road so that horses and riders can access the bridle path on the east side of Turkey Creek Channel. Existing parking facilities at the Turkey Creek Sanctuary Park in Palm Bay and at the two rest area/education centers, each providing parking for fifteen cars. These facilities provide trail heads for the bridle path, cycling route and walking trail. All parking areas shall incorporate pervious materials, wherever feasible.

### 2. Walking Trails

A marl path and cleared trails will be developed in concert with the flood plain management plan designed to establish the hydroperiod of Turkey Creek. The exact location will be established based upon elevations established. Walking trails will also be accessible to all private land owners bordering the greenway through individual paths to the trail and the walking trails from the Turkey Creek Sanctuary Park and City of Palm Bay neighborhoods.

The trail systems will be placed on a floodplain berm designed as part of the water management system. On some reaches of the berm which are twenty-four feet wide, a ten foot portion will be prepared for cycling and a slope slightly below will serve as a separate walking path. The slopes will be vegetated as a buffer between uses. This berm would allow restoration of a wetland parcel located at the corner of Malabar and Weber Roads (See Map 1b).

### 3. Bicycling

In cooperation with the local Cycling Club, a trail will connect to an existing though unauthorized bicycle trail from Malabar Woods Road in Palm Bay. Following an existing canal maintenance road east, the trail will follow the fence line of the Brevard County Malabar Scrub lands to the Malabar Community Park or south to a bike way currently being developed. The new greenway trail not a part of the project, leads from Malabar, south on Marie Street, around Goat Creek in Valkaria and then to Grant, Sebastian and ultimately to the Florida Department of Environmental Regulation large holds, the Sebastian River Buffer Preserve. Bicycle racks will be provided at appropriate locations at the Project Sites. The bike park on the south side of Malabar road (See Map 3b) requires a crossing at Malabar Road. The Department of Transportation has already projected a plan for a stoplight at this site.

## H. Easements, Concession and Leases

There are no proposed or existing utility or road easements for the Malabar Sanctuary Greenway. If easement concessions or leases are proposed, FCT will be notified prior to any contract agreements. The town will provide 60 day prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, any management contracts for the Project Site, and any use of the Project Site by any person other than in such person's capacity as a member of the general public.

## IV. KEY MANAGEMENT ACTIVITIES

### A. Maintenance

Activities to ensure trash removal and upkeep of the site and the Town of Malabar will direct facilities in cooperation with volunteers. Groups for each special interest trail will lead routine monitoring of trails and sponsor clean up and work days. Brevard County cycling department, clubs and equestrian groups will be augmented by homeowner's organizations for neighborhood sections of the trails. The Malabar Public Works Department with guidance and cooperation from the St. Johns River Water Management District will oversee facilities associated with stormwater and flood plain management

No public access roads will be maintained on the greenway. Existing fences discourage dumping of trash and other hazardous materials. There are no contemplated service contracts with private concerns anticipated. The town of Malabar has a certified HAZMET Team to address any release of toxic substances into branches of the Creek

### B. Security

Posted "no trespassing" signs are already positioned on several of the perimeter fences of the project sites. These and others will restrict access to managed trailheads and rest areas. Obstacles to vehicular traffic will be placed where unapproved access exists or develops. The Brevard County Sheriff Deputy stationed at the Malabar Town Hall near the site will patrol the greenway. Neighborhood Watch programs for the two nearby subdivisions will assist in surveillance.

In addition, the Malabar Fire Department is located adjacent to the Malabar Community Park, a trailhead for the cycling and walking trail Fire Department personnel and volunteers will be available in case of emergencies.

### C. Staffing

The trails are to be minimally improved and staffed. The Malabar Parks and Recreation Board will assist in planning, policy and management of the greenway. Staff from the Brevard County Environmentally Sensitive Lands program who manage the adjacent sand scrub preservation area will consult with the City Manager and Recreation Board in conservation matters. The Public Works Department under the direction of the City Manager will handle flood and drainage in the floodplain lands

Volunteers from homeowners groups, schools and trail users will conduct regular surveillance of the trails and schedule clean-up days. Park Rangers from the Turkey Creek Sanctuary Park conduct tours to the project sites. Additionally, they conduct regular surveys of flora and fauna in both Palm Bay and Malabar.

#### D. Natural Resource Protection

##### 1. Natural Resource Assets

The Malabar Sanctuary Greenway includes the small tributaries of a black water creek and surrounding wetlands. Depending on the elevation and slope of the terrain, the streambeds are fringed by hardwood hammocks and/or cabbage palms. Field ditches from unimproved pastures have drained some parcels.

The Management Plan for the Malabar Sanctuary Greenway focuses on reestablishing and maintaining the natural hydroperiod and hence the ecosystems dependent on that seasonal fluctuation of the watertable.

Education and passive recreation programs will be developed in concert with the Brevard County Environmentally Endangered Lands Program, the Turkey Creek Sanctuary Staff and the St. Johns River Water Management District. The Malabar Parks and Recreation Board who conceived this project will act in an advisory and/or implementation support group.

The creekbed and banks of the Turkey Creek tributaries will be maintained in pristine condition. Debris or trash will be removed from the waterway and banks but natural snags will not be disturbed. As advised by representatives of the St. Johns River Water Management District, channels and field ditches will be diverted, blocked or stepped through wetlands before discharge into the natural channels.

All recreation improvements will be designed to avoid erosion of the creek banks. Minimal channel crossings will be designed and located so as to maintain the natural contour and bottom of the stream and the unimpeded flow of water in the 1 in 100 year storm design.

The hammocks surrounding the creek and headwaters will be managed to accomplish progression to full mature, hardwood wetlands. Exotic plants - Brazilian pepper and Meleluca - will be removed and appropriate understory plants and shrubs introduced. Volunteer and neighborhood groups will undertake this project. Their efforts will be augmented by use of work crews supervised by County Sheriff Deputies.

Pastures within the project are primarily drained freshwater wetlands. In dealing with the problem of decreasing flows to the Turkey Creek Sanctuary, these lands will be reflooded or used to absorb stormwater runoff. Thus, wetland habitat function will result. The Water Management District and the Archbald Biological Station will provide guidance for this

program. The Station has developed strategies for conversion and use of prairie pastures to restore wetland function. The staff of the Brevard Environmentally Endangered Lands program is also an asset

Water quality of Turkey Creek is also addressed by the Management Plan. The Water Management District, the Melbourne Tillman Water Control District and Indian River Lagoon National Estuary Program have programs in place to decrease nutrient and sediment loads from the Creek into the Indian River Lagoon (an Estuary of National Significance). The Water Quality Monitoring program of the Marine Resources Council has established sites and analysis programs for turbidity, dissolved oxygen and other parameters.

## 2. Survey - Base Line for Plants and Animals

A survey and inventory of natural communities, processes and species will be undertaken with the cooperation of the professional biologists and rangers from the Turkey Creek Sanctuary (downstream from Malabar). The survey of vegetative communities and plant species on the Project Sites will be used to locate physical improvements in areas that will not adversely impact these resources. These studies and monitoring programs will be augmented with support from the U.S. Fish and Wildlife Service, Florida Tech and the Marine Resources Council and Florida Native Plant Society.

## 3. Protection of Endangered Species

The Malabar Sanctuary Greenway contains critical areas for both the Florida manatee and the Florida scrub jay. The tributaries of the creek in the Malabar Greenway are too small and shallow for inclusion by manatees. However, the improvements to hydroperiod and water quality to the main body of the creek area will enhance the stability of the state manatee sanctuary as described by the U.S. Fish and Wildlife Service.

The scrublands of the greenway will be managed with the adjacent Brevard County Scrub Preservation area. Exotic plants, trash and other debris will be removed. Hence the addition and enhancement of these lands will positively impact the other listed species associated with scrublands (i.e. gopher tortoise, indigo snake and others). The Town shall coordinate with the Game and Fresh Water Fish Commission for appropriate guidance, recommendations, and necessary permits to avoid impacts to listed species.

## 4. Protection of Imperiled or Critically Imperiled Vegetative Communities

The blackwater streams are classified as S2 in Florida, threatened because of rarity and vulnerable to extinction through much of its range. The description of natural community's protection previous in this plan describes the method and strategies for protecting and increasing the total area of the creek bed, stream banks, bottom and fringing wetlands.

Scrub lands are recognized by the Florida Natural Areas Inventory (FNAI) as imperiled both globally (G2) and statewide (S2). The scrub lands in the Malabar Greenway I proposal are ranked highly in the studies of scrub jay habitats by the Brevard County Environmentally Endangered Lands Program. These lands will be surveyed and delineated for preservation. Minimal use of the site for recreation is planned with passive recreation permitted only along habitat boundaries or minimum links for trails. The three parcels located south of Malabar road do not contain any scrub habitat. Any Scrub Management would be coordinated through the Brevard County Environmentally Endangered Lands program.

## 5. Geologic Features

The significant topography and hydrology of the Malabar Sanctuary Greenway will be preserved. No mining or excavation of the typical white porous sands, which underlie the scrub habitat, will be permitted. Paving and hardening of ground surfaces will be allowed only for emergency access or fencing of restricted areas.

## 6. Protection of Surface Water, Ground Water and Hydrology

Since the purpose of this project is to reclaim the floodplain of Turkey Creek and restoration of natural hydroperiods of adjacent wetlands, preservation of the scrub ecosystem also ensures maximum percolation into the shallow water aquifer. This aquifer is the source of surface water to the wetlands during spring droughts. The aquifer is the only source of drinking water for the Town of Malabar. The aquifer also supplies a series of wells which provide water to the utilities service for the City of Palm Bay.

No impervious surfaces are planned for the scrub lands. Trails and access may be stabilized with marl. No water wells will be drilled on the scrub sites.

The surface water for Turkey Creek will be protected by trash removal and bank revegetation. Field ditches and channels will be redirected through wetlands and/or retention-detention facilities. The exact configuration will be developed with the guidance of the St. Johns River Water Management District.

## 7. Prescribed Burns

On scrub communities, fire is a naturally occurring process which maintains the integrity of the ecosystem and its associated flora and fauna. Since the scrub lands in Malabar are so intricately associated with those of the Palm Bay Turkey Creek Sanctuary and the Brevard County Malabar Scrub, all fire management strategies will be co-ordinated and initiated by those agencies. Professional biologists and natural resource managers staff both. Thus, the trained staff of the adjacent properties will direct the plans for prescribed burns. The Malabar Fire Department and the Forestry Service will actively support any planned burns with personnel and equipment. The Town shall coordinate with the Division of Forestry and the Game and Fresh water Fish Commission on the development of a Prescribed Burn Plan for the scrub habitat on the Project Site.

A Fire Management Plan will include co-operated management agreements with local, state and federal agencies. Measures to protect the preservation areas in both Palm Bay and Malabar will be developed. Likewise, safety measures for surrounding homes and subdivisions will be strictly observed. If safety of residential areas is a significant possibility, alternatives to prescribed burning will be explored.



## E. Resource, Restoration and Enhancement

### 1. Exotic Plant Removal

Brazilian pepper trees have invaded ditches and roadside channels. Work crews supervised by the Brevard County Sheriff's Department will remove them from the project areas. This effort will be augmented by the efforts of a Malabar Pepper Buster program, coordinated by Malabar Parks and Recreation committee.

Melaleuca trees have become prevalent on one site. The Sheriff's Department work crews will remove these. Cleared sites will be revisited every six months until removal of regrowth is assured.

### 2. Floodplain Wetlands

In areas where exotic plants, trash and debris are removed, native plants, seeds, seedlings or plants will be introduced. In some areas where hydroperiod is restored, native species will be allowed to establish themselves and only invasive exotics and non natives will be removed.

### 3. Revegetation

New plantings at greenway entrances, trailheads and as buffers between residential and recreation lands may be necessary. The Florida Native Plant Society, Florida Trails Association and other groups will cooperate in revegetation projects.

## F. Archaeological and Cultural Site Elements

There are no known archaeological sites on any of the greenway tracts. Culturally, the lands of the greenway have been traditionally used for small farms and cattle pasture. The survey team of the Florida Anthropological Society will make an assessment of the site. If any artifacts are found, a thorough inspection of the developed area will be made. State of Florida guidelines and protocols will be used to report and protect archaeological or cultural resources. All survey results will be submitted to the Florida Department of State, Division of Historical Resources, Chapter 267, Florida Statute [sections 267.061(2)(a) and (b)] will guide management of archaeological and historic resources.

## G. Coordination of Impacts to or from Adjacent Landowners

Homeowners and city and county public lands adjoin the Malabar Sanctuary Greenway. The Greenway, a link between the County Scrubland preserve and Palm Bay Turkey Creek Sanctuary is itself a coordination strategy. As described in previous sections, surveys, monitoring and recreation and education programs will be managed cooperatively. The purpose is to create a team of professional and volunteer staff to implement this management plan. Neighborhood associations on subdivisions bordering the trails will be included in planning, surveillance and special projects for reaches of the trails near homes.

## H. Greenway Management

The Town Council will formally incorporate the project site parcels into the Town's greenway network. The Site on Weber Road connects the two Phases of the Greenway together. The Site south of Malabar Road and east of Shiflett Lane will eventually link back to the bike trail on Marie street connecting it with another greenway project. As described in previous sections, surveys, monitoring and recreation and education programs will be managed cooperatively. The purpose is to create a team of professional and volunteer staff to implement this management plan. The Town of Malabar, the City of Palm Bay and the Brevard County Environmentally Endangered Lands Program will coordinate to develop and implement a resource management strategy to protect and manage the separate parcels of greenway. Neighborhood associations on subdivisions bordering the trails will be included in planning, surveillance and special projects for reaches of the trails near homes.

## V. COST ESTIMATES AND FUNDING SOURCES

### A. Cost Estimates

The funds for implementing the Malabar Sanctuary Greenway plan will be derived from the Capital funds of the city augmented by volunteer labor, donations and grants from local, state and federal agencies. The estimates of project costs appear in this document as Appendix III. Security staffing will be provided by the Brevard County Sheriff's Department; emergency services by the Malabar Fire Department and canal and creek bed maintenance by the City Drainage Department and St. Johns River Water Management District.

### B. Funding Sources

The Town of Malabar will allocate Capital funds for the Malabar Sanctuary Greenway in the budgeting process in 1999. Grant proposals will be prepared to the following agencies and funding programs.

- Federal Emergency Management Agency (FEMA) - the Town Manager is in negotiations with FEMA to improve stormwater management in Malabar's branches of Turkey Creek. Aspects of the Sanctuary plan are consistent with the FEMA proposals.
- St. Johns River Water Management District - Conceptual plans for stormwater and floodplain management on and adjacent to the Turkey Creek tributaries finds for construction of the floodplain berm topped by trails have been discussed as part of that plan. Construction funding is available through the District to implement those plans.
- TEA-21 - Grant funds from the Federal Department of Transportation are available for bicycle trails and non-vehicular modes of transportation. The bicycle paths for the Malabar Greenway link to a system of bikeways from Melbourne, south to the south Brevard County line. Thus, the Malabar Greenway is eligible for these funds.
- Florida Historic Preservation Grant Program - The use of long existing horse trails through Malabar and the re-creation of the 1916-1925 East Florida Homestead provide a basis for a historic preservation grant. There are no homestead homes restored or protected in Brevard County.
- Florida Bureau of Trails and Greenways - The nature of the Malabar Greenways and the vital link to a coastal region greenway makes this project eligible for trail and greenway funding.
- Volunteer Efforts:
  1. The Brevard Sheriff's Department - Work crews are available to the Town at no charge. The county prisoners are trained, well equipped and overseen by

foremen knowledgeable in canal and exotic plant clearing. The team of 15 to 20 men will be assigned to project implementation.

2. Malabar Pepper Buster - Directed by the Malabar Parks and Recreation Committee, this team of citizens will be available for trail blazing and layout, exotic plant removal and other projects.
- 3 Professional biologists from the City of Palm Bay, Turkey Creek Sanctuary Park Brevard County, Florida Institute of Technology and the Marine Resources Council will provide services in monitoring and evaluation, trail design and coordination to existing projects.

## VI. PRIORITY SCHEDULE

Priority Schedule appears as Appendix IV.

## VII. MONITORING

### A. Annual Report

Each year the Town will evaluate the progress in reaching the goals and priority schedule of this management plan. City staff will prepare the report with the assistance from the Environmental Endangered Lands and the Turkey Creek Sanctuary Staff The Malabar Parks and Recreation Committee will review the report. The report is due and will be delivered on the anniversary date of the acquisition of the last FCT properties listed in the Malabar Sanctuary Greenway plans. The first annual stewardship report will be due October 27, 1999.

### B. Ecosystem Viability

The Parks and Recreation Board of Malabar will develop an ecosystem monitoring plan with the guidance of biologists and hydrologists from the U.S. Fish and Wildlife Service, the Florida Natural Areas Inventory, Florida Institute of Technology and the Florida Native Plant Society. A meeting of representatives of these groups will meet two months after the final land acquisition to establish protocols, standard methods. Permanent transects will be monitored twice yearly.

Volunteer water quality monitors will be solicited from Malabar citizens or students to test water samples weekly. This information will be collected and analyzed by the existing monitoring program of the Marine Resources Council.

Since floodplain and hydrologic management are driven by episodic events, regular monitoring programs may not be adequate to evaluate events or conditions not consistent with scheduled monitoring dates. Surveys with FEMA and the Water Management District will be made following major storm events, droughts or wild fires which impact the Greenway. Report of these field surveys will be made part of the final report and the basis for plan update.

**C. Surveys to Florida Natural Areas Inventory**

Malabar will make appropriate reports and forms to record ecosystems and rare and endangered plants to the appropriate officials with the inventory. Included is a copy of the FNAI form.

**D. Plan Up-date**

The Malabar Sanctuary Greenway Annual Plan will include up-dates as recommended by the advisory groups and the Town Council.









**EXHIBIT A**

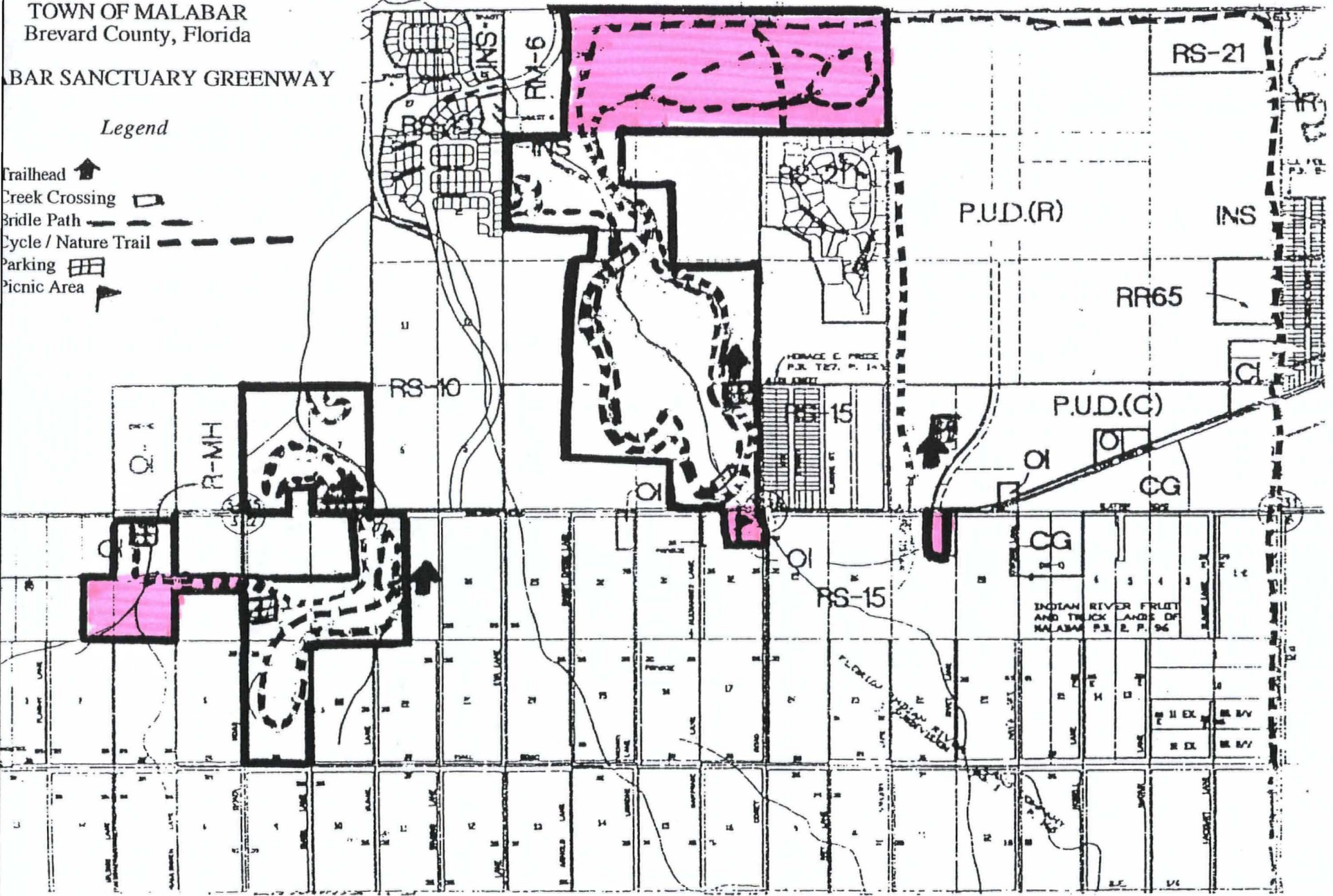
**Map of Combined Malabar Sanctuary Greenway I and II**

TOWN OF MALABAR  
Brevard County, Florida

MALABAR SANCTUARY GREENWAY

Legend

- Trailhead 
- Creek Crossing 
- Bridle Path 
- Cycle / Nature Trail 
- Parking 
- Picnic Area 



**EXHIBIT B**

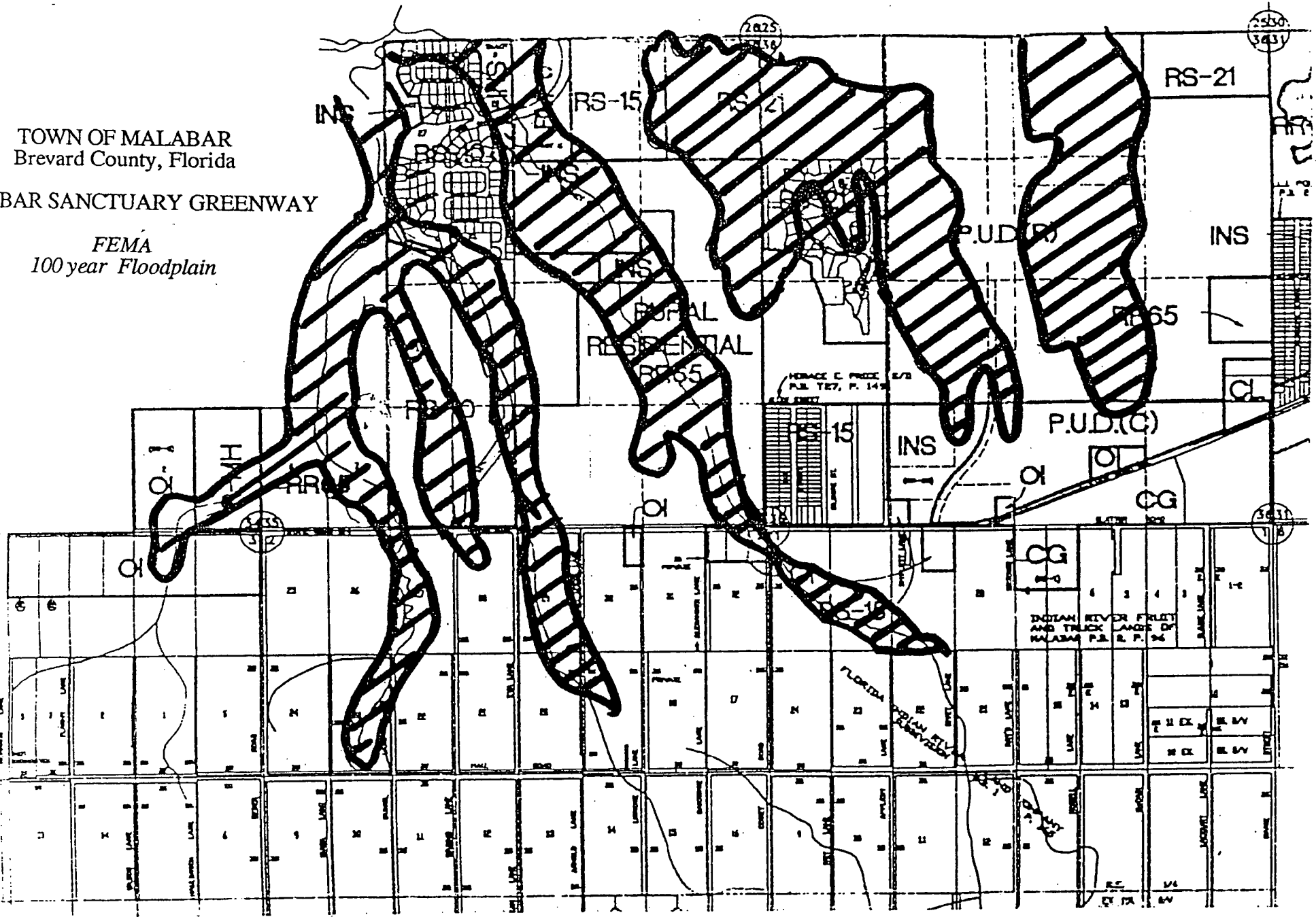
**100 Year Floodplain Map of Malabar**



TOWN OF MALABAR  
Brevard County, Florida

MALABAR SANCTUARY GREENWAY

FEMA  
100 year Floodplain



**EXHIBIT C**

**Project Plan**

## Exhibit "C"

### Writing a Management Plan

#### FLORIDA COMMUNITIES TRUST

#### Preservation 2000 Program

#### Technical Assistance Bulletin: 02--Revised 2/97

This bulletin provides guidance for preparing the management plan required in Rule 9K-4.011 (1)(b), *Florida Administrative Code*, and Section III b. of the Conceptual Approval Agreement (CAA). Rule 9K-4.011(1)(b) states that a management plan must set forth the following: 1) how the site will be managed to further the purpose of the project; 2) a description of planned improvements to the Project Site; 3) the costs and funding sources; and 4) the management entity and its funding source.

The CAA also contains conditions related to management in various parts of the agreement, including Sections II 6.c., III 1.b., IV 9., V 1., V 2., V 5., VI 2, and VIII. All of the conditions in Section VIII are site specific and relate directly to management. Review the entire CAA for requirements contained in the CAA that have relevance to site management.

The conceptual management plan that was submitted as part of the Florida Communities Trust (FCT) grant application provides a foundation for writing the management plan. Other materials and information gathered for the application can and should be reflected in the plan where appropriate. Commitments made in the application and reinforced by conditions of the grant funding must be reflected in the management plan.

Use the best available information about the site's natural features and proposed future uses. Like all future-oriented planning efforts, the level of detail of the management plan may be impacted by difficulties associated with obtaining sufficient information on which to base management decisions. If sufficient information is not available, the management plan should identify data needs and how and when this information will be obtained.

#### FORMAT

Follow the recommended outline described below in formatting the management plan. Include a title page that contains the project name, FCT project number and date of preparation of the management plan. Include a table of contents and numbered pages. Label and properly reference all exhibits, attachments and appendices in the plan.

#### I. INTRODUCTION

The introduction provides a good summary of the project and management objectives to a first-time reader. Provide the project name and location of the project site. Discuss any historical information relevant to site management. Provide a brief summary of the contents of the management plan.

## II. PURPOSE OF THE PROJECT

Discuss the purpose(s) for acquiring the project site and proposed future uses consistent with statements made in the application or proposal. Include a provision that the project site will be managed only for conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the project site.

Include a prioritized list of key management objectives for the site.

Summarize the key comprehensive plan directives that will be furthered by acquisition and management of the site, as proposed in the original FCT application. Provide a numeric citation for each directive cited.

Include a provision to amend the land use designation of the site to conservation, outdoor recreation, open space, or other similar category within one year after acquisition. Include a commitment to amend the zoning map to be consistent with the amended future land use designation for the project site.

## III. SITE DEVELOPMENT

**Physical Improvements:** List and describe all existing and proposed site improvements.

Include the placement of an entrance sign identifying the project site as being open to the public and purchased with funds from FCT, the Recipient and other contributors, if any.

Consider providing bike paths to the site and bike racks at the site to provide an alternative to automobile transportation to the project site.

Provide a time frame for implementing and completing all proposed improvements.

Include a commitment that access to project sites will be compatible with all applicable state and federal construction standards, including the Americans with Disabilities Act.

Describe proposed alterations of natural and disturbed areas at the site that would be required for each of the proposed improvements. Provide an estimate on the total extent of this work in quantifiable terms (square feet or acres).

Briefly summarize how proposed alterations of land or vegetation at the project site will be coordinated with the protection of listed plant and animal species with more specific details to be provided under the Natural Resource Protection section.

**Master Site Plan:** The master site plan is a conceptual plan showing all existing and proposed physical improvements and activity areas. The master site plan provides a visual depiction of the overall development plan for the site.

Incorporate a provision for requesting written approval from the FCT before undertaking any site alterations or physical improvements that are not addressed in the FCT-approved management plan and shown on the master site plan.

**Permits:** Identify all required permits or approvals for the proposed development or restoration work on the site. Include a statement that FCT will be notified that all required licenses and permits have been obtained prior to the initiation of any construction on the site.

**Easements, concessions, or leases:** Identify existing and proposed easements, concessions, or leases. If easements, concessions, or leases are anticipated to be granted on the project site, such proposed arrangements need to be identified in the management plan. Easements, concessions or leases may be restricted under the Internal Revenue Code. Include a statement of caution in the management plan to future site managers regarding easements, concessions or leases.

Include a provision that the Recipient will provide 60 days prior written notice and information to FCT regarding any sale or lease of any interest, the operation of any concession, any sale or option to buy things attached to the 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.

#### IV. KEY MANAGEMENT ACTIVITIES

**Natural resource protection:** Identify the natural resources at the project site, including the type of vegetative communities on the site, and significant natural resources, i.e., waterbodies or other public lands, adjacent to the site. Describe the general quality, size, and composition of any vegetative communities located on the site. Describe the general water quality of any on-site or adjacent waterbodies. Identify and discuss any degraded areas on the project site, such as fire climax communities that have not been burned recently or areas that have been cleared, invaded by exotic pest plants, ditched and drained, filled, etc.

Identify management techniques to protect and enhance the resources on the project site. Management techniques such as the following may be applicable to the project site:

- a baseline survey of plant and animal species;
- a protection plan for listed plant and animal species;
- a protection and enhancement plan for native vegetative communities;
- a protection plan for surface water and groundwater quality;
- a plan to periodically monitor the site to insure the continued viability of vegetative communities, plant species and animal species found on the site and to control invasive exotic vegetation;
- a procedure for forwarding survey information on the occurrence of listed plant and

animal species to the Florida Natural Areas Inventory;

specific details on how proposed alterations and development activities on the project site will be coordinated with the protection of vegetative communities and listed plant and animal species;

coordinating the drafting of a prescribed Burn Plan with the Division of Forestry and developing an outreach program to inform residents of the area of the benefits of prescribed burns.

Provide time frames for initiating and completing the various surveys and protection and enhancement plans a month and year format.

**Resource restoration and enhancement:** Identify the primary components of the project site enhancement and restoration effort, if any. Discuss the restoration and enhancement techniques to be used on the project site. Locate on the Master Site Plan or another map all areas of the site to be restored or enhanced and the approximate acreage figure for each area.

Provide a detailed discussion on the restoration of the various wetland and upland community in terms of biological composition and ecological function, if appropriate.

Discuss the removal of invasive exotic vegetation on the site, if appropriate. Include a program to monitor the site to prevent reinfestation by exotic vegetation.

Discuss actions needed to restore the natural hydrology of the project site or mitigate the impacts of stormwater runoff from the site, if appropriate.

Include a provision to control feral animals (hogs, dogs, cats, etc.) on the site, if appropriate.

Include monitoring programs to insure success of the resource and enhancement activities.

Provide a time frame for initiating and completing the various restoration and enhancement activities in a month and year format.

**Archaeological and historical resource protection:** Identify any archaeological or historical sites on the project site and the primary components of managing the archeological or historical sites, if applicable.

Include procedures to protect archeological or historical sites that may be identified in the future by including a provision that if any archaeological and historic resources are discovered at the project site, the Recipient shall immediately contact and coordinate with the Division of Historical Resources, Florida Department of State, to assess the archaeological and historic resources of the find.

**Environmental Education Program:** Describe the proposed environmental education programs, if applicable. Discuss the types of programs to be offered, the frequency of programs (after school, monthly, summer, etc.), the target groups, and the group responsible for developing and leading the program. Provide a time frame for developing and initiating the programs in a month and year format.

**Greenway Management:** If the project is part of a greenway network, discuss how the project site will further the local greenway network and how management of the site will be integrated into the overall management of the greenway network. Describe the coordination efforts among other local, regional and state agencies to protect natural resources and manage the greenway network. Provide a map showing the relationship of the project site and other parcels that comprise the greenway network.

**Coordination:** Explain how the management of the site will be coordinated with adjacent land owners and other resource protection agencies.

Include provisions to coordinate with other agencies for appropriate guidance, recommendations, and necessary permits that may be related to the project site, such as the following:

the Florida Game and Fresh Water Fish Commission to avoid impacts to listed species;

the Water Management District and Department of Environmental Protection to ensure that development of the project site is done in a manner to protect or improve water quality;

the Division of Forestry and the Game and Fresh Water Fish Commission on the implementation of a prescribed burn program.

Coordination strategies should include requesting cooperating agencies to review the management plan, comment on the proposed development plan for the site, and assist in the development of strategies to protect the resources on the project site.

**Maintenance:** Identify required maintenance activities, including but not limited to, trash removal, site cleanup, and facilities upkeep. Identify the local government employees or service contractors responsible for all aspects of property maintenance.

**Security:** Identify the parties responsible for security at the project site. Identify the measures and design features to be employed to protect the site and the public from vandalism, theft or assault, such as fencing, locked gate, park rangers, police patrols, etc. Consider including a security/emergency plan of action that identifies key individuals.

**Staffing:** Identify the expected staffing requirements for management of the project site, including both permanent and volunteer staff.

## **V. COST ESTIMATE AND FUNDING SOURCE**

Estimate the costs associated with implementation of the management plan, including all proposed improvements (trails, boardwalks, parking, restrooms, etc.), resource restoration and enhancement activities, and other key management activities (required surveys, education programs, etc.).

Identify all funding sources associated with the implementation of the management plan.

## **VI. PRIORITY SCHEDULE**

Discuss the proposed time lines for implementing the development and management activities of the management plan based on established priorities and the availability of funds. Provide a graphic display of the implementation time lines. Use calendar dates (month and year) in defining the implementation time line.

## **VII. MONITORING**

Identify procedures for assessing progress in achieving goals in the management plan, such as the percentage of property restored, inventory of species using the project site, etc. Identify procedures for periodic amendment of the management plan by the Recipient, with provision for approval by the FCT, when appropriate. Include a provision acknowledging responsibility for preparing an annual stewardship report to the FCT, due on the anniversary date on which the Project Plan was approved by FCT.

## **EXHIBITS:**

The exhibits to the management plan should be appropriately located in the management plan in the place that contributes to the best understanding the management plan. Exhibits may include a location map, boundary map, vegetative maps and surveys, master site plan, estimated development cost table, and implementation time line graph, and any other exhibit that supports the plan.

## **APPENDIX:**

The appendix should be placed at the very end of the management plan document. The appendix should contain a copy of the Conceptual Approval Agreement, the FNAI notification form, the Exotic Pest Plant Council's List of Florida's Most Invasive Species. The recorded deed and Grant Award Agreement should be included when they become available.

The Florida Communities Trust  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

phone 904/922-2207 (SunCom 292-2207)  
Fax 904/921-1747



**CONFIDENTIALITY AGREEMENT**

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.).

**Parties to the Confidentiality Agreement:** TOWN OF MALABAR ("FCT Recipient"), a municipality within 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 MALABAR SANCTUARY GREENWAY II/96-019-P7A that was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number MALABAR SANCTUARY GREENWAY II/96-019-P7A ("Project Site").

**Confidentiality:**

a) Pursuant to Rule 9K-6.002(17), 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(1), 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-6, 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 ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number MALABAR SANCTUARY GREENWAY II/96-019-P7A, 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-6, 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.

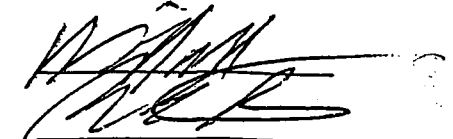
Date

FCT Recipient Board Member,  
Staff or Agent name

Signature

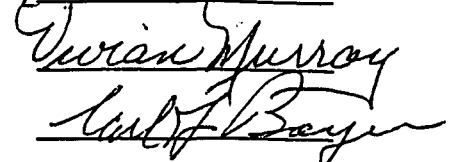
3/24/97

William Hall



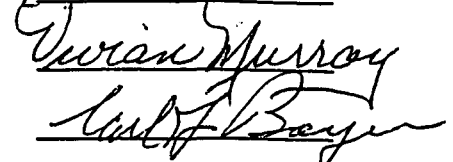
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Rick Torpy



3/24/97

Vivian Murray



3/24/97

Carl Boyer



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FCT RECIPIENT

FLORIDA COMMUNITIES TRUST

By:   
(Name) William Hall

Its: Administrator

Date: 3/24/97

By:   
Anne Peery, Executive Director


Director

Date: 4/15/97

Approved as to Form and  
Legality:

Approved as to Form and  
Legality:

By: 

By:   
Trust Counsel

**APPENDIX I**

**Conceptual Approval Agreements  
Malabar Sanctuary Greenway I and II**

RECEIVED APR 13 1996



Florida Communities Trust

April 10, 1996

Mr. William Hall  
City Manager  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32950

RE: Malabar Sanctuary Greenway  
Town of Malabar  
Project #95-063-P56

Dear Mr. Hall:

Enclosed please find a fully executed original of the Conceptual Approval Agreement and Confidentiality Agreement for the above referenced Florida Communities Trust Project.

Please call me at (904) 922-2207 or Suncom 292-2207, if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "A. Diane Langston".

A. Diane Langston  
Grant Specialist II  
Florida Communities Trust

ADL/

Enclosure



**CONCEPTUAL APPROVAL AGREEMENT**

THIS AGREEMENT is entered into on April 5, 1996, 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 TOWN OF MALABAR (FCT Recipient), a local government of the State of Florida. 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 259.101, 375.045, 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 elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

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

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

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-4, 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 of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, the FCT Governing Body met on December 14, 1995, to score, rank and select projects that were to receive Conceptual Approval for funding;

WHEREAS, the FCT Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-4, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-4.010(2)(f), 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 FCT Recipient prior to the disbursement of any FCT Preservation 2000 funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series Bond Proceeds.

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

## I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by FCT Recipient and returned to the FCT office at 2740 Centerview Drive, Tallahassee, Florida 32399-2100 as soon as possible and before April 1, 1996. Upon receipt of the signed Agreements by FCT, FCT will execute the Agreements, retain one original copy and return all other copies that have been executed to FCT Recipient. If the FCT Recipient requires more than one original document, the FCT Recipient should photocopy the number of additional copies needed, and then execute each as an original document.

2. The name *Conceptual Approval Agreement* is used to indicate that the project has been approved as a concept that was described in FCT Application #95-063-P56. Since the 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. The Agreement describes activities that will be conducted both prior and subsequent to acquisition of the project site, which is the subject of the application that was submitted and selected for funding by the FCT.

3. Conceptual Approval for funding shall be until November 8, 1996. In the event the project has not been completed in full by November 8, 1996, the Conceptual Approval Agreement must be extended in order that the grant will remain in effect. In advance of the November 8, 1996, date and in sufficient time before a meeting of the FCT governing board that would allow approval of an extension to this Agreement before its expiration, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation

in compliance with Rule 9K-4.010(2)(k), F.A.C. If the FCT Recipient does not request an extension, or if an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 award granted to the FCT Recipient by the Governing Body shall terminate and all obligations hereunder shall cease.

4. Extensions to this Agreement, described in Paragraph 3 above, shall not exceed two (2) years from date the Agreement was approved by the FCT, except as described in this paragraph. If the project is not concluded by February 7, 1998, the project may only be extended if the FCT Governing Body determines that a request for additional time to complete the project is based upon compelling and extraordinary circumstances that would have precluded the project from having been concluded sooner. This two-year limitation is based upon the FCT's continuing concern at the length of time required by many local governments to conclude their projects, as well as the Florida Legislature's on-going concern at the rate of expenditure of FCT's Preservation 2000 funds.

5. This Agreement may be terminated before its expiration at the written request of the FCT Recipient. Such a request shall fully describe the circumstances that compel the FCT Recipient to terminate the project. A request for termination should be mailed to the offices of the FCT at the address given in paragraph 1 above. The request for termination will be placed on the agenda of the next regularly scheduled meeting of the FCT Governing Body for concurrence by the FCT. The termination shall be acknowledged by the FCT in a letter to the FCT Recipient.

Circumstances may arise that, in the analysis of the FCT, warrant termination of the project before its completion. In such an event, the FCT will advise the FCT Recipient of its analysis and will confer with the FCT Recipient on continuation of the project. If the FCT Recipient concurs, a request for termination will be considered at the next regularly scheduled meeting of the FCT Governing Body.

6. FCT Recipient agrees to make diligent efforts to submit the documentation that is required in this Agreement as soon as is reasonably possible to FCT 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 Body, 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 voidable. It is the responsibility of the FCT Recipient to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines.

7. The FCT Preservation 2000 award granted to the FCT Recipient will in no event exceed the lesser of ONE HUNDRED percent (100%) of the final total project costs, as defined in Rule 9K-4.002(31), F.A.C., or ONE MILLION ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED NINETY-NINE and 00/100 Dollars (\$1,119,299.00), unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

8. The grant amount stated in paragraph 7 above is based on the FCT Recipient's estimate of Total Project Costs in application #95-063-P56, 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-4.002(31), 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-6.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above..

9. The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #95-063-P56. The Governing Body reserves the right to withdraw the FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved. Where the Project Site is comprised of multiple parcels, the Governing Body reserves the right to withdraw the FCT award if the priority parcel(s), identified in the acquisition plan prepared pursuant to Paragraph 4 of Section II below and attached as Exhibit "A" to this Agreement, cannot be acquired.

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 warrant at the closing of the Project Site 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, or to the FCT Recipient to the extent expended by the FCT Recipient in excess of any local match required. 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 FCT 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 FCT Recipient's local match, if any is required, shall be delivered either in the form of eligible Project Costs prepaid to vendors by the FCT Recipient, or in the form of cash, eligible donation of land value or FCT Recipient's warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the FCT 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 FCT Recipient for eligible Project Costs incurred by the FCT Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the reconciliation statement prepared pursuant to paragraph 10 above. In the event FCT Recipient's application #95-063-P56 represents that land 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-6.007, F.A.C.



12. The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series P56 Funding Cycle on September 14, 1995, 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 FCT Recipient that is the local government having jurisdiction over the project site, subsequent to September 14, 1995, 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 done at the highest and best use of the Project Site on or before September 14, 1995.

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

Name:	William Hall	
Title:	Town Administrator	
Address:	Town of Malabar, 2725 Malabar Road	
	Malabar, FL 32950-4427	
Phone:	407-727-7764	Fax: 407-722-2234

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

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

1. As was requested in the letter from FCT to FCT Recipient dated December 20, 1995, the FCT Recipient must provide FCT with copies of the Property Tax Identification cards for each parcel that comprises the Project Site no later than February 8, 1996.

2. The FCT Recipient hereby notifies the FCT that FCT  
[note: elect either FCT, FCT Recipient or FCT Recipient Agent] will be the party responsible for all negotiation and acquisition activities.

The parties agree that mutual agreement as to the terms of the real estate contract is in the best interest of both parties and agree to share all information regarding the acquisition of the project site. In particular, the parties agree that prior to initiation of negotiations with owner(s), the appraisal(s) and appraisal review memoranda will be provided by the party responsible for all negotiation and acquisition activities to the other party.

3. As was requested in the letter from FCT to FCT Recipient dated December 20, 1995, no later than March 1, 1996, the FCT 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 FCT Recipient and FCT.

4. Pursuant to Rule 9K-4.010(2)(j), F.A.C., in the event the Project Site is comprised of multiple parcels, FCT Recipient will provide an acquisition plan attached as Exhibit "A" and made a part of this Agreement. The acquisition plan must be approved by FCT prior to the commencement of negotiations for any parcel in the Project Site. The acquisition plan addresses the order in which the Project Site parcels will be acquired and the measures that will be taken to assure that the entire Project Site will be acquired with the FCT Preservation award to the FCT Recipient. Approval of the Conceptual Approval Agreement, with the acquisition plan attached as Exhibit "A", shall constitute approval of the acquisition plan by FCT.

5. No later than April 1, 1996, the FCT Recipient shall execute a Confidentiality Agreement pursuant to Rule 9K-6.010(5), F.A.C. A sample of a Confidentiality Agreement is attached as Exhibit "B"; an Agreement specific to this project will be prepared by FCT for execution by the FCT Recipient. This Confidentiality Agreement is not a part of this Agreement and may be amended without amending this Agreement, if needed.

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

- a. the FCT Recipient is ready, willing and able to provide the local match, if any is required;
- b. the FCT Recipient reaffirms the representations made in FCT Application #95-063-P56;
- c. the FCT Recipient shall, on the anniversary date of the approval of the project plan by the Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.
- d. the FCT Recipient authorizes the individual named in this paragraph to execute all documents in connection with this project on behalf of the FCT 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 pursuant to Rule 9K-6.014(6), F.A.C.:

Name: William Hall  
Title: Town Administrator  
Address: Town of Malabar, 2725 Malabar Road  
Malabar, Fl 32950-4427  
Phone: 407-727-7764 Fax: 407-722-2234

### III. PROJECT PLAN APPROVAL

1. Prior to closing of the real estate transaction and final disbursement of award funds by FCT, the FCT Recipient must prepare a project plan that complies with Rule 9K-4.011, F.A.C. This project plan is a compilation of the following items listed below, which must be reviewed and approved by FCT in a meeting of the Governing Body. In the event that the FCT Recipient is a partnership, the FCT Recipient must 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:

a. A purchase agreement for acquisition of the Project Site, executed by the property seller and the FCT Recipient, that is based on an appraisal or appraisals prepared consistent with the requirements of Rule Chapter 9K-6, F.A.C., and be otherwise consistent with the provisions of that rule chapter and in a form and with terms that are acceptable to FCT. (See Paragraph 1 of Section IV below)

b. A management plan that complies with the following: written according to Exhibit C (FCT Technical Assistance Bulletin #2--Writing a Management Plan), which is attached hereto and incorporated herein by reference; acceptable to FCT; addresses the criteria and conditions set forth in Section V, VI, VII and VIII hereinbelow; and, at a minimum, sets forth how the site will be managed to further the purpose of the project, contains a description of all planned improvements to the Project Site, identifies the costs of management and site improvement and funding sources, and identifies the management entity and its funding source.

If the FCT Recipient is not the proposed managing entity, the project plan must include a signed agreement between the FCT 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.

c. A statement of the total Project Cost, including all non-recurring costs of project development.

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. An affidavit from the FCT Recipient evidencing that after conducting a diligent search, the FCT Recipient, to the best of its knowledge, represents that there are no

existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

2. The FCT strongly encourages the FCT Recipient to request a courtesy review of its entire project plan, but especially its management plan, well in advance of the meeting of the FCT Governing Body where the project plan will be considered for approval and funds will be authorized for disbursement. As a part of its duties to the Governing Body, FCT Staff will make a recommendation of approval of complete and accurate project plans or disapproval of incomplete or insufficient project plans. FCT Recipient is strongly urged to coordinate with the FCT staff in order that the FCT review of the management plan coincides with both the anticipated Governing Body approval and the closing date of the real estate transaction(s) associated with the project.

3. Pursuant to 9K-4.011(2)(h), F.A.C., FCT shall withhold project plan approval if the local comprehensive plan(s) of the FCT Recipient or the FCT Recipient's partner is, for any reason found not in compliance by the Department after conceptual approval has been granted by FCT, unless the FCT Recipient has executed a Compliance Agreement (formerly called a stipulated settlement agreement) with the Department to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued to pursuant to Section 163.3184(8), F.S.

4. Pursuant to Rule 9K-4.010(3), F.A.C., the FCT shall publish a Notice of Approval for Preservation 2000 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 Preservation 2000 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.

#### **IV. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, F.S.**

##### **FCT 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 governing body approves and executes the purchase agreement for acquisition of the Project Site, further described in Section III.1.a. above, to which FCT is a party.

2. Title to the Project Site shall be titled in the FCT Recipient, unless the FCT 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 FCT Recipient hereby elects that title to the Project Site shall be

vested in the Town of Malabar [Note--insert either the name of FCT Recipient or Board of Trustees of Internal Improvement Trust Fund]. If the FCT 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.

3. The transfer of title to the FCT 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-6, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain or 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 375.045 and 375.051, F.S.; Section 9, Article XII 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. Such covenants and restrictions as are described in this paragraph shall be in the form of a Grant Award Agreement, prepared by FCT, executed by the parties to the Conceptual Approval Agreement and recorded at the time of closing of the Project Site. The recordable 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 recordable 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.

5. The 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 FCT Recipient at the time of the conveyance of the Project Site and shall be recorded in the county in which the Project Site is located.

6. If any essential term or condition of the Grant Award Agreement is violated, and the FCT 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 FCT Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

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

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

9. The Project Site shall 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 Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the management plan approved by the FCT as a part of the project plan.

## **V. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT FUNDING**

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

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

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

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

## **VI. OBLIGATIONS OF THE FCT RECIPIENT RELATING TO THE USE OF BOND PROCEEDS**

1. FCT is authorized by Sections 375.045(4) and 380.510(7)(a) and (b), F.S., to impose conditions for funding on FCT Recipient in order to ensure that the project complies with the requirements for the use of Preservation 2000 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 FCT Recipient and/or the Trustees, to any of the below listed transactions, events, and circumstances, the FCT 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. FCT 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 FCT 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 FCT Recipient.

The foregoing are collectively referred to as the "Disallowable Activities."

## VII. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the FCT Recipient is engaging or allowing others to engage in Disallowable Activities on the Project Site, the FCT 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, FCT 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 FCT 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 FCT Recipient for any Disallowable Activity on the Project Site.

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

### **VIII. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN**

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Paragraph 1.b. of Section III 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 representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-4.010(2)(f), F.A.C.:

1. The FCT Recipient shall provide outdoor recreational facilities including nature trails, bridle paths, interpretive signage and scenic overlooks on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.
2. The timing and extent of a vegetative communities and plant species survey of the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.
3. The sand pine scrub, blackwater creek, xeric hardwood, hydric hammock and depressional wetlands that exist on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.
4. The Project Site shall be managed in a manner that optimizes habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the scrub jay, alligator, gopher tortoise, indigo snake and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and



develop informational signs relating to the protection of listed animal species and their habitat.

5. The FCT Recipient shall ensure that the Project Site and listed animal species and their habitat are sufficiently buffered from the adverse impacts of adjacent land uses.

6. The FCT Recipient shall restore 6 acres of the Project Site by removing exotic vegetation and replanting with native vegetative species.

7. The FCT Recipient shall remove improperly placed fill from the Project Site and install culverts to restore the natural hydrology of the site. The FCT Recipient shall coordinate with the St. Johns River Water Management District in the development and implementation of a stormwater management and hydrologic restoration plan for the Project Site.

8. The FCT Recipient shall coordinate the management of the Project Site with the adjacent Turkey Creek Sanctuary Park and develop a greenway management strategy designed to link local and regional conservation and recreation lands.

9. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The FCT Recipient shall coordinate with Division of Forestry and Game and Fresh Water Fish Commission on the development of a prescribed burn plan for the Project Site.

10. Prior to the commencement of any proposed development activities, measures will 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.


11. Access to the Project Site by pedestrians, bicyclists and persons on non-motorized vehicles shall be promoted except in those areas where resource protection considerations warrant limiting access.

12. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

This Agreement including Exhibits "A", "B" and "C" embodies the entire agreement between the parties.

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

TOWN OF MALABAR

By:   
Name: William Hall

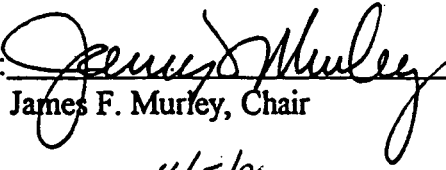
Date: 3/18/96

Accepted as to Form and Legal Sufficiency:

  
Richard Torpy


Date: 3/22/96

FLORIDA COMMUNITIES TRUST

By:   
James F. Murley, Chair

Date: 4/5/96

Accepted as to Form and Legal Sufficiency:

  
Ann J. Wild, Trust Counsel

Date: 4/2/96

RECEIVED APR 21 1997



## Florida Communities Trust

April 17, 1997

Mr. William Hall  
Town Administrator  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32950

RE: **FCT Project Number: 96-019-P7A**  
**Malabar Sanctuary Greenway II/Town of Malabar**

Dear Mr. Hall:

Enclosed please find a fully executed original of the Conceptual Approval Agreement and Confidentiality Agreement for the above- referenced Florida Communities Trust Project.

Please call me at (904) 922-2207 or Suncom 292-2207, if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "A. Diane Langston".

A. Diane Langston  
Grant Specialist III  
Florida Communities Trust

ADL/

Enclosure

WILLIAM HALL  
TOWN ADMINISTRATOR  
(407) 723-3261  
FAX (407) 722-2234



2725 MALABAR ROAD  
MALABAR, FLORIDA 32950-4427

March 25, 1997

Ms. Anne Peery, Executive Director  
Florida Communities Trust  
Room 310  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

Dear Ms. Peery:

Re: FCT Project Number: 96-019-P7A  
Malabar Sanctuary Greenway II - Town of Malabar

Enclosed are the signed Conceptual Approval Agreement and the Confidentiality Agreement for the above project.

It is our understanding that the CAA would extend until October 31, 1997 and that any request for an extension must be made in sufficient time to be received prior to the meeting of the FCT governing board. Would your receiving our request for an extension by September 15 allow sufficient time for this purpose?

Thank you for your assistance and cooperation.

Yours very truly,

A handwritten signature in black ink, appearing to read "William Hall", is written over a horizontal line.

William Hall

/vm

encl.

(wp51\pt2-caa.wh)

**CONCEPTUAL APPROVAL AGREEMENT**

THIS AGREEMENT is entered into on April 15, 1997, 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 the TOWN OF MALABAR (FCT Recipient), a local government of the State of Florida. 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 259.101, 375.045, 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 elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

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

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

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-4, 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 of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, the FCT Governing Body met on December 3, 1996, to score, rank and select projects that were to receive Conceptual Approval for funding;

WHEREAS, the FCT Recipient's project, described in an application submitted for evaluation, was selected for funding contingent upon and until the sale of the Series P7A Preservation 2000 Bonds and in accordance with Rule Chapter 9K-4, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-4.010(2)(f), 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 FCT Recipient prior to the disbursement of any FCT Preservation 2000 funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series Bond Proceeds.

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

## I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by FCT Recipient and returned to the FCT office at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 as soon as possible and before April 1, 1997. Upon receipt of the signed Agreements by FCT, FCT will execute the Agreements, retain one original copy and return all other copies that have been executed to FCT Recipient. If the FCT Recipient requires more than one original document, the FCT Recipient should photocopy the number of additional copies needed, and then execute each as an original document.

2. The name *Conceptual Approval Agreement* is used to indicate that the project has been approved as a concept that was described in FCT Application #96-019-P7A. Since the 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. The Agreement describes activities that will be conducted both prior and subsequent to acquisition of the project site, which is the subject of the application that was submitted and selected for funding by the FCT.

3. Conceptual Approval for funding shall be contingent upon and until the sale of the Series P7A Preservation 2000 Bonds, expected to occur in April, 1997. Upon the sale of the Series P7A Bonds, this contingency clause shall be removed by an addendum to this Agreement. Conceptual Approval for funding shall be until **October 31, 1997**. In the event the project has not been completed in full by **October 31, 1997**, the Conceptual Approval Agreement must be extended in order that the grant will remain in effect. In advance of the **October 31, 1997**, date and in sufficient time before a meeting of the FCT governing board that would allow approval of an extension to this Agreement before its expiration, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation in compliance with Rule 9K-4.010(2)(k), F.A.C. If the FCT Recipient does not request an extension, or if an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 award granted to the FCT Recipient by the Governing Body shall terminate and all obligations hereunder shall cease.

Based upon the Florida Legislature's ongoing oversight of the rate of expenditure of funds, and the impact on future funding if expenditures do not timely occur, the FCT expects that the project will be completed as soon as possible after project selection.

4. Extensions to this Agreement, described in Paragraph 3 above, shall not exceed 24 months from the date the Agreement was approved by the FCT, except as described in this paragraph. If the project is not concluded by **January 31, 1999**, the project shall only be extended if the FCT Governing Body determines that a request for additional time to complete the project is warranted based upon FCT Recipient's demonstration that significant progress is being made toward closing the project or that extenuating circumstances warrant an extension of time

5. This Agreement may be terminated before its expiration at the written request of the FCT Recipient. Such a request shall fully describe the circumstances that compel the FCT Recipient to terminate the project. A request for termination should be mailed to the offices of the FCT at the address given in paragraph 1 above. The request for termination will be placed on the agenda of the next regularly scheduled meeting of the FCT Governing Body for concurrence by the FCT. The termination shall be acknowledged by the FCT in a letter to the FCT Recipient.

Circumstances may arise that, in the analysis of the FCT, warrant termination of the project before its completion. In such an event, the FCT will advise the FCT Recipient of its analysis and will confer with the FCT Recipient on continuation of the project. If the FCT Recipient concurs, a request for termination will be considered at the next regularly scheduled meeting of the FCT Governing Body.

6. FCT Recipient agrees to make diligent efforts to submit the documentation that is required in this Agreement as soon as is reasonably possible to FCT 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 Body, 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 voidable. It is the responsibility of the FCT Recipient to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines.

7. The FCT Preservation 2000 award granted to the FCT Recipient will in no event exceed the lesser of ONE HUNDRED percent (100%) of the final total project costs, as defined in Rule 9K-4.002(31), F.A.C., or ONE MILLION TWENTY-ONE THOUSAND SIX HUNDRED NINETY-ONE AND NO/100 Dollars (\$1,021,691.00), unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

8. The grant amount stated paragraph 7 above is based on the FCT Recipient's estimate of Total Project Costs in application #96-019-P7A, 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-4.002(31), 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-6.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #96-019-P7A. The Governing Body reserves the right to withdraw the FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved. Where the Project Site is comprised of multiple parcels, the Governing Body reserves the right to withdraw the FCT award if the priority parcel(s), identified in the acquisition plan prepared pursuant to Paragraph 4 of Section II below and attached as Exhibit "A" to this Agreement, cannot be acquired.

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 warrant at the closing of the Project Site 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. 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 FCT 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 FCT Recipient's local match, if any is required, shall be delivered either in the form of eligible Project Costs prepaid to vendors by the FCT Recipient, or in the form of cash, or eligible donation by Seller of land value, or FCT Recipient's warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the FCT 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 FCT Recipient for eligible Project Costs incurred by the FCT Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the reconciliation statement prepared pursuant to paragraph 10 above. In the event FCT Recipient's application #96-019-P7A represents 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-6.007, F.A.C.

12. The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series P7A Funding Cycle on August 22, 1996, 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 FCT Recipient that is the local government having jurisdiction over the project site, subsequent to August 22, 1996, 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 done at the highest and best use of the Project Site on or before August 22, 1996.

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

Name: William Hall  
Title: Town Administrator  
Address: Town of Malabar, 2725 Malabar Road  
Malabar, FL 32950-4427  
Phone: 407-727-7764 Fax: 407-722-2234

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

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

1. As was requested in the letter from FCT to FCT Recipient dated December 16, 1996, the FCT Recipient must provide FCT with copies of the Property Tax Identification cards for each parcel that comprises the Project Site no later than **January 21, 1997**.

2. The FCT Recipient hereby notifies the FCT that FCT  
[note: elect either FCT, FCT Recipient or FCT Recipient Agent] will be the party responsible for all negotiation and acquisition activities.

3. As was requested in the letter from FCT to FCT Recipient dated December 16, 1996, no later than **March 1, 1997**, the FCT 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 FCT Recipient and FCT.

4. Pursuant to Rule 9K-4.010(2)(j), F.A.C., in the event the Project Site is comprised of multiple parcels, FCT Recipient will provide an acquisition plan attached as Exhibit "A" and made a part of this Agreement. The acquisition plan must be approved by FCT prior to the commencement of negotiations for any parcel in the Project Site. The acquisition plan addresses the order in which the Project Site parcels will be acquired and the measures that will be taken to assure that the entire Project Site will be acquired with the FCT Preservation award to the FCT Recipient. Approval of the Conceptual Approval Agreement, with the acquisition plan attached as Exhibit "A", shall constitute approval of the acquisition plan by FCT.

5. No later than **April 1, 1997**, the FCT Recipient shall execute a Confidentiality Agreement pursuant to Rule 9K-6.010(5), F.A.C. A sample of a Confidentiality Agreement is attached as Exhibit "B"; an Agreement specific to this project will be prepared by FCT for execution by the FCT Recipient. This Confidentiality Agreement is not a part of this Agreement and may be amended without amending this Agreement, if needed.

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

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

b. the FCT Recipient reaffirms the representations made in FCT Application #96-019-P7A ;

c. the FCT Recipient shall, on the anniversary date of the approval of the project plan by the Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

d. the FCT Recipient authorizes the local government employee, official or authorized representative named in this paragraph to execute all documents in connection with this project on behalf of the FCT 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 pursuant to Rule 9K-6.014(6), F.A.C.:

Name: William Hall  
Title: Town Administrator  
Address: Town of Malabar, 2725 Malabar Road  
Malabar, FL 32950-4427  
Phone: 407-727-7764 Fax: 407-722-2234

### III. PROJECT PLAN APPROVAL

1. Prior to closing of the real estate transaction and final disbursement of award funds by FCT, the FCT Recipient must prepare a project plan that complies with Rule 9K-4.011, F.A.C. This project plan is a compilation of the following items listed below, which must be reviewed and approved by FCT in a meeting of the FCT Governing Body. In the event that the FCT Recipient is a partnership, the FCT 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:

a. A purchase agreement for acquisition of the Project Site, reviewed and approved by the FCT staff prior to being executed by the property seller and the FCT Recipient, that is based on an appraisal or appraisals prepared consistent with the requirements of Rule Chapter 9K-6, F.A.C., and be otherwise consistent with the provisions of that rule chapter and in a form and with terms that are acceptable to FCT. (See Paragraph 1 of Section IV below)

b. A management plan that complies with the following: written according to Exhibit C (*FCT Technical Assistance Bulletin #2--Writing a Management Plan*), which is attached hereto and incorporated herein by reference; acceptable to FCT; addresses the criteria and conditions set forth in Section V, VI, VII and VIII hereinbelow; and, at a minimum, sets forth how the site will be managed to further the purpose of the project, contains a description of all planned improvements to the Project Site, identifies the costs of management and site improvement and funding sources, and identifies the management entity and its funding source.

If the FCT Recipient is not the proposed managing entity, the project plan must also include a signed agreement between the FCT 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.

c. A statement of the total Project Cost, including all non-recurring costs of project development.

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

2. The FCT strongly encourages the FCT Recipient to request a courtesy review of its entire project plan, but especially its management plan, well in advance of the meeting of the FCT Governing Body where the project plan will be considered for approval and funds will be authorized for disbursement. As a part of its duties to the Governing Body, FCT Staff will make a recommendation of approval of complete and accurate project plans or disapproval of incomplete or insufficient project plans. FCT Recipient is strongly urged to coordinate with the FCT staff in order that the FCT review of the management plan coincides with both the anticipated Governing Body approval and the closing date of the real estate transaction(s) associated with the project.

3. Pursuant to 9K-4.011(2)(h), F.A.C., FCT shall withhold project plan approval if the local comprehensive plan(s) of the FCT Recipient or the FCT Recipient's partner is, for any reason, found not in compliance by the Department after conceptual approval has been granted

by FCT, unless the FCT Recipient has executed a Compliance Agreement (formerly called a stipulated settlement agreement) with the Department to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued to pursuant to Section 163.3184(8), F.S.

4. Pursuant to Rule 9K-4.010(3), F.A.C., the FCT shall publish a Notice of Approval for Preservation 2000 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 are 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 Preservation 2000 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.

#### IV. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, F.S.

##### FCT 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 governing body approves and executes the purchase agreement for acquisition of the Project Site, further described in Section III.1.a. above, to which FCT is a party.

2. Title to the Project Site shall be titled in the FCT Recipient, unless the FCT 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 FCT Recipient hereby elects that title to the Project Site shall be vested in the Town of Malabar [Note--insert either the name of FCT Recipient or Board of Trustees of Internal Improvement Trust Fund].** If the FCT 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.

3. The transfer of title to the FCT 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-6, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain or 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 375.045 and 375.051, F.S.; Section 9, Article XII 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. Such covenants and restrictions as are described in this paragraph shall be in the form of a Grant Award Agreement, prepared by FCT, executed by the parties to the Conceptual Approval Agreement and recorded at the time of closing of the Project Site. The recordable 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 recordable 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.

5. The 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 FCT Recipient at the time of the conveyance of the Project Site and shall be recorded in the county in which the Project Site is located.

6. If any essential term or condition of the Grant Award Agreement is violated, and the FCT 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 FCT Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

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

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

9. The Project Site shall 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 Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the management plan approved by the FCT as a part of the project plan.

**V. OBLIGATIONS OF THE FCT RECIPIENT AS  
A CONDITION OF PROJECT FUNDING**

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

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

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

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

**VI. OBLIGATIONS OF THE FCT RECIPIENT  
RELATING TO THE USE OF BOND PROCEEDS**

1. FCT is authorized by Sections 375.045(4) and 380.510(7)(a) and (b), F.S., to impose conditions for funding on FCT Recipient in order to ensure that the project complies with the requirements for the use of Preservation 2000 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 FCT Recipient and/or the Trustees, to any of the below listed transactions, events, and circumstances, the FCT 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. FCT 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 FCT 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 FCT Recipient.

The foregoing are collectively referred to as the "Disallowable Activities."

## VII. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the FCT Recipient is engaging or allowing others to engage in Disallowable Activities on the Project Site, the FCT 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, FCT 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 FCT 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 FCT Recipient for any Disallowable Activity on the Project Site.

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

#### VIII. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Paragraph 1.b. of Section III 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 representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-4.010(2)(f), F.A.C.:

1. The FCT Recipient shall provide outdoor recreational facilities including nature trails, bridle paths, interpretive signage and scenic overlooks on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.
2. The timing and extent of a vegetative communities and plant species survey of the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.
3. The blackwater creek, hydric hammock and depressional marsh communities that exist on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

4. The Project Site shall be managed in a manner that optimizes habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the scrub jay, indigo snake, saltmarsh snake, alligator, gopher tortoise and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

5. The FCT Recipient shall ensure that the Project Site and listed animal species and their habitat are sufficiently buffered from the adverse impacts of adjacent land uses.

6. The FCT Recipient shall restore four acres of the Project Site by removing exotic species and replanting with native vegetation.

7. The FCT Recipient shall improve water quality on the Project Site by removing debris and fill, planting wetland vegetation to control sedimentation and removing or improving existing culverts to improve hydrological flow patterns within the Turkey Creek watershed.

8. The FCT Recipient shall coordinate with the St. Johns River Water Management District in the development and implementation of a hydrologic restoration and stormwater management plan for the Project Site.

9. The FCT Recipient The FCT Recipient shall incorporate the Project Site into an overall greenway management and resource protection strategy that includes the Malabar Sanctuary Greenway and the Turkey Creek and Indian River Lagoon Greenway networks being established within the City of Palm Bay.

10. The FCT Recipient shall remove all trash and debris from the Project Site.

11. Prior to the commencement of any proposed development activities, measures will 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.

12. Access to the Project Site by pedestrians, bicyclists and persons on non-motorized vehicles shall be promoted except in those areas where resource protection considerations warrant limiting access.

13. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

This Agreement including Exhibits "A", "B" and "C" embodies the entire agreement between the parties.

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

TOWN OF MALABAR

By: [Signature]  
Name:

Date: 3/24/97

Accepted as to Form and Legal Sufficiency:

[Signature]

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

FLORIDA COMMUNITIES TRUST

By: [Signature]  
James F. Murley, Chair

Date: 4/15/97

Accepted as to Form and Legal Sufficiency:

[Signature]

Ann J. Wild, Trust Counsel

Date: 4-8-97

Contract No: \_\_\_\_\_

FCT Project No: 96-019-P7A

### CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.).

**Parties to the Confidentiality Agreement:** TOWN OF MALABAR ("FCT Recipient"), a municipality within 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 MALABAR SANCTUARY GREENWAY II/96-019-P7A that was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number MALABAR SANCTUARY GREENWAY II/96-019-P7A ("Project Site").

**Confidentiality:**

a) Pursuant to Rule 9K-6.002(17), 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(1), 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-6, 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 ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number MALABAR SANCTUARY GREENWAY II/96-019-P7A, 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-6, 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.

EXHIBIT A

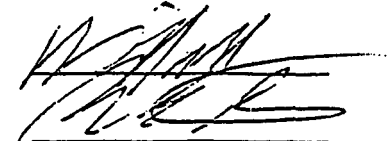
Date

FCT Recipient Board Member,  
Staff or Agent name

Signature

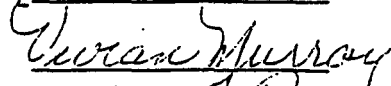
3/24/97

William Hall



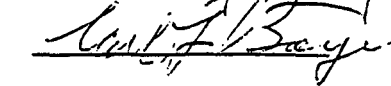
3/24/97

Rick Torpy



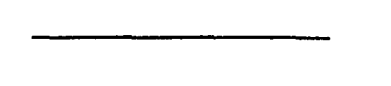
3/24/97

Vivian Murray



3/24/97

Carl Boyer



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\_\_\_\_\_

FCT RECIPIENT

FLORIDA COMMUNITIES TRUST

By:   
(Name) William Hall  
Its: Administrator


By: \_\_\_\_\_  
Anne Peery, Executive  
Director

Date: 3/24/97

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

Approved as to Form and  
Legality:

Approved as to Form and  
Legality:

By: 

By: \_\_\_\_\_  
Trust Counsel

Exhibit B

Exhibit "A"

Acquisition Pla

Post-it® Fax Note 7871

To <u>C. Eckstein</u>	Date <u>1/23/97</u>	# of pages <u>4</u>
Co./Dept. <u>FTC</u>	From <u>W. Hall</u>	Co. <u>Town of Malabar</u>
Phone #	Phone # <u>407-727-7764</u>	Fax #
Fax # <u>904-921-1747</u>		

FCT Project Number: 96-019-P7A

FCT Project Name: Malabar Sanctuary Greenway II

Applicant/Recipient: Town of Malabar

Rule 9K-4.010(2)(j), Florida Administrative Code, reads as follows:

If the project site is comprised of multiple parcels, the applicant, in conjunction with the Trust staff, shall develop an acquisition plan to be made a part of the Conceptual Approval Agreement. The plan shall identify the priority parcels, the general order in which parcels will be acquired and the measures that will be taken to assure that all reasonable effort is made to secure the entire project site.

Florida Communities Trust (FCT) staff will review the acquisition plan to assure that the purposes of the project can be achieved in the event all parcels can not be acquired.

Is your project site comprised of multiple parcels? (yes or no) yes

Is your project site comprised of multiple owners? (yes or no) yes If yes, how many owners? 25

Please complete the following information. Use additional paper or attachments if needed:

Identify the priority parcels needed to achieve the purposes of the project.

See attached.

Identify the general order in which the parcels will be acquired.

See attached.

Identify the measures that will be taken to assure that all reasonable effort is made to secure the entire project site.

See attached.

Prepared by: W. Hall

Approved by FCT Staff: Anne Beery

William Hall, Town Administrator

OFFICE OF THE TOWN CLERK  
(407) 727-7764  
FAX (407) 722-2204



2725 MALABAR ROAD  
MALABAR, FLORIDA 32950-4427

Exhibit "A"  
Acquisition Plan  
Page 2

FTC Project Number: 96-019-P7A  
FTC Project Name: Malabar Sanctuary Greenway II

Identify the priority parcels needed to achieve the purposes of the project.

- Section 3: Parcels 3 & 4
- Section 2: Parcels 254 & 253
- Section 1: Parcels 256.2, 256, 256.1 & 257

Identify the general order in which the parcels will be acquired.

- Section 3: Parcels 3 & 4
- Section 2: Parcels 254 & 253
- Section 1: Parcels 256.2, 256, 256.1 & 257
  - Section 3: Parcels 15, 16, 29, 25, 14, 765, 762, 774, 767, 770, 6.1 and 7
  - Section 2: Parcels 252, 255, 283, 256, 256.1, 264, 262, 263
  - Section 1: Parcels 290, 255, 252, 251, 250, 38 & 72

Identify the measures that will be taken to assure that all reasonable effort is made to secure the entire project site.

Either personal contact will be made or follow-up letters will be sent to property owners who did not respond to our initial mailing. We will suggest they discuss the project with us in the hope they agree to negotiate the sale of their property or a conservation easement with Florida Communities Trust.

/vm  
1/23/97

**APPENDIX II**

**Species Lists for Turkey Creek and Malabar  
With Surveys of Listed Species**



Endangered, Threatened, and Species of Special Concern in Sand Pine and Hammock Vegetative Communities of the Turkey Creek Sanctuary and FCT Parcels.

From Turkey Creek Ranger Reports (1994), Turkey Creek Management Plan (1991), as designated by the Florida Game and Fresh Water Fish Commission, Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida, 1994.

Species	FDA	USFWS	CITES	GFC
<b>PLANTS</b>				
Butterfly Orchid <i>Encyclia tampensis</i>	T		II	
Air Plant <i>Tillandsia fasciculata</i>	CE			
Wild Pine <i>Tillandsia setacea</i>	T			
Air Plant <i>Tillandsia utriculata</i>	CE			
Dahoon Holly <i>Ilex cassine</i>		CE		
Carolina Holly <i>Ilex ambigua</i>	T			
Simpson's Stopper <i>Marcianthes fragrans</i>			C2	
Prickly Pear Cactus <i>Opuntia stricta</i>	T			
Royal Fern <i>Osmunda regalis</i>	CE			
Golden Polyplody <i>Phlebodium aureum</i>	T			
<b>MAMMALS</b>				
West Indian Manatee <i>Trichechus manatus</i>		E		E
<b>REPTILES</b>				
American Alligator <i>Alligator mississippiensis</i>		T (S/A)	II	SSC
Gopher Tortoise <i>Gopherus polyphemus</i>		C2		SSC

**KEY:** FDA - Florida Department of Agriculture and Consumer Services  
 USFWS - United States Fish and Wildlife Service  
 CITES - Convention on International Trade in Endangered Species of Wild Fauna and Flora  
 GFC - Florida Game and Fresh Water Fish Commission  
 E - endangered      T - threatened      T(S/A) - threatened/similarity of appearance  
 CE - commercially exploited  
 C2 - candidate for federal listing with some evidence of vulnerability, but for which not enough information exists to justify listing  
 II - CITES Appendix II species

## Basin Marsh

### Species

*Myrica palustris*  
*Cladium jamaicense*  
*Osmunda regalis*  
*Belchaum serrulatum*  
*Thelypteris* spp.  
*Daubentonia punicea*  
*Sagattaria* spp.  
*Nymphaea* spp.

### Common Name

Wax myrtle  
Sawgrass  
Royal fern  
Swamp fern  
Shield fern  
Rattlebush  
Arrowhead  
Water lily

## Depression Marsh

### Species

*Myrica palustris*  
*Lyonia lucida*  
*Lyonia ferruginea*  
*Belchaum serrulatum*  
*Hypericum* spp.  
*Phragmites australis*  
*Lachnocaulon* spp.  
*Nymphaea* spp.  
*Fuirena scirpoidea*  
*Sagittaria* spp.  
*Panicum repens*  
*Nymphoides* spp.

### Common Name

Wax myrtle  
Fetterbush  
Staggerbush  
Swamp fern  
St. John's wort  
Common reed  
Bog buttons  
Water lily  
Umbrella grass  
Arrowhead  
Torpedo grass  
Floating hearts

## Flatwoods/Prairie Lake - Open Water

### Species

*Sagittaria* spp.  
*Panicum repens*  
*Nymphaea* spp.  
*Typha* spp.

### Common Name

Arrowhead  
Torpedo grass  
Water lily  
Cattail

## Wetland Flora of the Malabar Scrub Sanctuary

### Basin Swamp

<u>Species</u>	<u>Common Name</u>
<i>Persea palustris</i>	Swamp bay
<i>Myrica cerifera</i>	Wax myrtle
<i>Cephalanthus occidentalis</i>	Buttonbush
<i>Salix</i> spp.	Willow
<i>Osmunda regalis</i>	Royal fern
<i>Belchaum serrulatum</i>	Swamp fern
<i>Thelypteris</i> spp.	Shield fern
<i>Cladium jamaicense</i>	Sawgrass
<i>Pontederia</i> spp.	Pickerel weed
<i>Sagittaria</i> spp.	Arrowhead
<i>Gordonia lasianthus</i>	Loblolly Bay
<i>Acer rubrum</i>	Red Maple
<i>Lyonia ferruginea</i>	Staggerbush
<i>Lyonia lucida</i>	Fetterbush
<i>Myriophyllum</i> spp.	Water-milfoils
<i>Hypericum</i> spp.	St. John's wort
<i>Eriocaulon decangulare</i>	Pipewort
<i>Typha</i> spp.	Cattail

### Mesic/Wet Flatwoods

<u>Species</u>	<u>Common Name</u>
<i>Persea palustris</i>	Swamp bay
<i>Myrica cerifera</i>	Wax myrtle
<i>Salix</i> spp.	Willow
<i>Sabal palmetto</i>	Cabbage Palm
<i>Acer rubrum</i>	Red Maple
<i>Osmunda regalis</i>	Royal fern
<i>Belchaum serrulatum</i>	Swamp fern
<i>Thelypteris</i> spp.	Shield fern
<i>Cladium jamaicense</i>	Sawgrass
<i>Myriophyllum</i> spp.	Water-milfoils
<i>Hypericum</i> spp.	St. John's wort
<i>Lyonia ferruginea</i>	Staggerbush
<i>Pinus</i> spp.	Longleaf or Slash pine

		A	B	C	D
Live Oak	<i>Quercus virginiana</i>	X	X	X	
Winged Sumac	<i>Rhus copallina</i>	X			
Natalgrass	<i>Rhynchelytrum repens</i>		X	X	
Rhynchosia	<i>Rhynchosia sp.</i>		X		X
Beak-rush	<i>Rhynchospora megalocarpa</i>	X	X		
Richardia	<i>Richardia brasiliensis</i>	X		X	
Rouge Plant	<i>Rivina humilis</i>	X			
Blackberry	<i>Rubus sp.</i>			X	X
Cabbage Palm	<i>Sabal palmetto</i>	X	X		X
Coastal Plain Willow	<i>Salix caroliniana</i>	X		X	X
Brazilian Pepper	<i>Schinus terebinthifolius</i>	X	X	X	
Bulrush	<i>Scirpus sp.</i>	X			
Tall Nutrush	<i>Scleria triglomerata</i>	X			
Sawtooth Palmetto	<i>Serenoa repens</i>	X	X	X	X
Foxtail Grass	<i>Setaria geniculata</i>	X		X	
Broomweed	<i>Sida acuta</i>	X	X	X	
Broomweed	<i>Sida cordifolia</i>			X	
Catbriar	<i>Smilax sp.</i>	X	X	X	X
Nightshade	<i>Solanum americanum/</i> <i>nigrescens</i>	X			
Goldenrod	<i>Solidago sp.</i>	X			X
Sow-Thistle	<i>Sonchus sp.</i>	X			
Goatweed	<i>Soparia dulcis</i>			X	
Smutgrass	<i>Sporobolus indicus</i>	X			
St. Augustine Grass	<i>Stenotaphrum secundatum</i>	X			
Air Plant *	<i>Tillandsia fasciculata</i>	X			X
Ball Moss	<i>Tillandsia recurvata</i>	X	X	X	X
Spanish Moss	<i>Tillandsia usneoides</i>	X			X
Air Plant, Wild Pine *	<i>Tillandsia utriculata</i>	X		X	
Poison Ivy	<i>Toxicodendron radicans</i>	X			
Urban Daisy	<i>Tridax procumbens</i>	X			
Ceasar Weed	<i>Urena lobata</i>	X		X	X
Shiny Blueberry	<i>Vaccinium myrsinites</i>	X	X	X	X
Deerberry	<i>Vaccinium stamineum</i>	X	X	X	X
Cowpea	<i>Vigna luteola</i>	X		X	X
Suwner ( pigeon) Grape	<i>Vitis aestivalis</i>	X			X
Munson Grape	<i>Vitis munsoniana</i>	X	X	X	X
Creeping Oxeye	<i>Wedelia trilobata</i>	X	X	X	
Netted Chain Fern *	<i>Woodwardia areolata</i>	X			
Hog Plum, Tallowwood	<i>Ximenia americana</i>	X	X	X	X
Youngia	<i>Youngia japonica</i>	X		X	
Beargrass	<i>Yucca aloifolia</i>		X	X	
Beargrass, Yucca	<i>Yucca filamentosa</i>	X		X	

KEY: name

A = BROOKHOLLOW WEST  
 B = SANDY PINES  
 C = BROOKHOLLOW EAST  
 D = PARCEL B

vegetative community

sand pine scrub  
 sand pine scrub (disturbed)  
 sand pine scrub  
 sand pine scrub and hydric hammock

		A	B	C	D
Blazing Star	<i>Liatris sp.</i>		X		
Gopher Apple	<i>Licania michauxii</i>	X	X	X	
Capeweed	<i>Lippia nodiflora</i>	X		X	
Primrose willow	<i>Ludwigia peruviana</i>	X			
Ludwigia	<i>Ludwigia repens</i>	X			
Lupine	<i>Lupinus diffusus</i>	X	X		
Roserush	<i>Lygodesmia aphylla</i>			X	
Rusty Lyonia	<i>Lyonia ferruginea</i>	X	X	X	X
Shiny Lyonia	<i>Lyonia lucida</i>			X	X
Climbing Hempweed	<i>Mikania scandens</i>	X		X	X
Partridge Berry	<i>Mitchella repens</i>	X			
White Mulberry	<i>Morus alba</i>			X	
Wax Myrtle, Bayberry	<i>Myrica cerifera</i>	X		X	X
Evening Primrose	<i>Oenothera laciniata</i>			X	
Prickly Pear Cactus	<i>Opuntia humifusa</i>	X	X	X	
Prickly Pear Cactus *	<i>Opuntia stricta</i>			X	
Wild Olive	<i>Osmanthus americana</i>	X	X		X
Royal Fern *	<i>Osmunda regalis</i>	X			X
Sorrel	<i>Oxalis sp.</i>	X			
Palafoxia	<i>Palafoxia feayi</i>	X	X		
Palafoxia	<i>Palafoxia integrifolia</i>		X		X
Grass	<i>Panicum sp.</i>	X			
Virginia Creeper	<i>Parthenocissus</i>				
	<i>quinquefolia</i>	X			
Bahia Grass	<i>Paspalum notatum</i>	X	X	X	
Thin Paspalum	<i>Paspalum setaceum</i>	X			
Vasey Grass	<i>Paspalum urvillei</i>	X			
Pectis	<i>Pectis prostrata</i>	X			
Golden Polypody *	<i>Phlebodium aureum</i>	X		X	
Phyllanthus	<i>Phyllanthus tenellus</i>		X		
Physalis	<i>Physalis sp.</i>			X	
Pokeweed	<i>Phytolacca americana</i>	X			X
Sand pine	<i>Pinus clausa</i>	X	X	X	X
Slash pine	<i>Pinus elliotii</i>	X			
Longleaf pine	<i>Pinus palustris</i>		X	X	
Silkgrass	<i>Pityopsis graminifolia</i>	X	X	X	X
Salt Marsh Fleabane	<i>Pluchea odorata</i>	X			
Painted Leaf	<i>Poinsettia cyathophora</i>	X			
Resurrection Fern	<i>Polypodium polypoides</i>	X	X		X
Rustweed	<i>Polyprenum procumbens</i>	X			
Purslane, pink	<i>Portulaca pilosa</i>	X		X	
Portulaca	<i>Portulca amilis</i>				X
Wild Coffee, Shiny	<i>Psychotria nervosa</i>	X		X	
Bracken Fern	<i>Pteridium aquilinum</i>	X		X	X
Blackroot	<i>Pterocaulon virgatum</i>	X	X	X	X
Chapman Oak	<i>Quercus chapmanii</i>		X	X	X
Scrub Live Oak	<i>Quercus geminata</i>	X			X
Turkey Oak	<i>Quercus laevis</i>	X	X	X	X
Dwarf Live Oak	<i>Quercus minima</i>		X		X
Myrtle Oak	<i>Quercus myrtifolia</i>	X	X	X	X

KEY: name

A = BROOKHOLLOW WEST

B = SANDY PINES

C = BROOKHOLLOW EAST

D = PARCEL B

vegetative community

sand pine scrub

sand pine scrub (disturbed)

sand pine scrub

sand pine scrub and hydric hammock

**Scientific Name**

**Common Name** . **Status**

*Ximania americana*

*Xyris fimbriata*

*Yucca filamentosa*

Tallowood

Yellow-eyed Grass

Yucca

Scientific Name	Common Name	Status
<i>Linum carteri</i>	Flax	
<i>Lyonia ferruginea</i>	Rusty Lyonia	
<i>Lyonia Lucida</i>	Shiny Lyonia	
<i>Magnolia virginiana</i>	Sweet Bay	
<i>Mercardomia acuminata</i>	Small Scroph	
<i>Myrica cerifera</i>	Wax Myrtle	
<i>Nolina atopocarpa</i>	Bear Grass	Endangered
<i>Phoebanthus grandiflora</i>	Golden Aster	Endemic
<i>Piloblephis rigida</i>	Pennyroyal	Endemic=1
<i>Pinguicula lutea</i>	Yellow Butterwort	
<i>Pinus Clausa</i>	Sand Pine	Endemic=2
<i>Pinus elliotii var. densa</i>	Slash Pine	Endemic=1
<i>Pinus palustris</i>	Long Leaf Pine	
<i>Polygala cruciata</i>	Milkwort Purple Cap	
<i>Polygala ellioti</i>	Milkwort	
<i>Polygala polygama</i>	Milkwort spp.	
<i>Polygala rugelii</i>	Big Yellow Milkwort	Endemic=1, FDA=T
<i>Prickly pear</i>	Opuntia humifusa	Cites=II, FDA=T
<i>Pteridium aquilinum</i>	Blacken Fern	
<i>Quercus chapmanii</i>	Chapman Oak	
<i>Quercus germinata</i>	Sand Live Oak	
<i>Quercus laevis</i>	Turkey Oak	
<i>Quercus minimi</i>	Dwart Live Oak	
<i>Quercus myrtifolia</i>	Myrtle Oak	
<i>Quercus pumila</i>	Running Oak	
<i>Rhus Copallina</i>	Winged Sumac	
<i>Rhus sp.</i>	Shiny Sumac	
<i>Rubus cuneifolius</i>	Sand Blackberry	
<i>Sabal palmetto</i>	Cabbage Palm	
<i>Salix caroliniana</i>	Coastal Plain Willow	
<i>Schinus terebinthifolius</i>	Brazilian Pepper	
<i>Schrankia microphylla</i>	Sensitive Briar	
<i>Scleria baldwinii</i>	Nutrush	
<i>Serenoa repens</i>	Saw Palmetto	
<i>Sisyrinchium atlanticum</i>	Blue-eyed Grass	
<i>Smilax ariculata</i>	Smilax Greenbriar	
<i>Solidago spp.</i>	Goldenrod	
<i>Thelypteris dentata</i>	Downy Shield Fern	
<i>Utricularia cornuta</i>	Horned Bladderwort	
<i>Vaccinium darrowii</i>	Blueberry	
<i>Vccinium myrsinites</i>	Shiny Blueberry	
<i>Vigna luteola</i>	Cowpea	

Scientific Name	Common Name	Status
<i>Linum carteri</i>	Flax	
<i>Lyonia ferruginea</i>	Rusty Lyonia	
<i>Lyonia Lucida</i>	Shiny Lyonia	
<i>Magnolia virginiana</i>	Sweet Bay	
<i>Mercardomia acuminata</i>	Small Scroph	
<i>Myrica cerifera</i>	Wax Myrtle	
<i>Nolina atopocarpa</i>	Bear Grass	Endangered
<i>Phoebanthus grandiflora</i>	Golden Aster	Endemic
<i>Piloblephis rigida</i>	Pennyroyal	Endemic=1
<i>Pinguicula lutea</i>	Yellow Butterwort	
<i>Pinus Clausa</i>	Sand Pine	Endemic=2
<i>Pinus elliottii var. densa</i>	Slash Pine	Endemic=1
<i>Pinus palustris</i>	Long Leaf Pine	
<i>Polygala cruciata</i>	Milkwort Purple Cap	
<i>Polygala elliotii</i>	Milkwort	
<i>Polygala polygama</i>	Milkwort spp.	
<i>Polygala rugelii</i>	Big Yellow Milkwort	Endemic=1, FDA=T
<i>Prickly pear</i>	<i>Opuntia humifusa</i>	Cites=II, FDA=T
<i>Pteridium aquilinum</i>	Blacken Fern	
<i>Quercus chapmanii</i>	Chapman Oak	
<i>Quercus germinata</i>	Sand Live Oak	
<i>Quercus laevis</i>	Turkey Oak	
<i>Quercus minimi</i>	Dwart Live Oak	
<i>Quercus myrtifolia</i>	Myrtle Oak	
<i>Quercus pumila</i>	Running Oak	
<i>Rhus Copallina</i>	Winged Sumac	
<i>Rhus sp.</i>	Shiny Sumac	
<i>Rubus cuneifolius</i>	Sand Blackberry	
<i>Sabal palmetto</i>	Cabbage Palm	
<i>Salix caroliniana</i>	Coastal Plain Willow	
<i>Schinus terebinthifolius</i>	Brazilian Pepper	
<i>Schrankia microphylla</i>	Sensitive Briar	
<i>Scleria baldwinii</i>	Nutrush	
<i>Serenoa repens</i>	Saw Palmetto	
<i>Sisyrinchium atlanticum</i>	Blue-eyed Grass	
<i>Smilax ariculata</i>	Smilax Greenbriar	
<i>Solidago spp.</i>	Goldenrod	
<i>Thelypteris dentata</i>	Downy Shield Fern	
<i>Utricularia cornuta</i>	Horned Bladderwort	
<i>Vaccinium darrowii</i>	Blueberry	
<i>Vccinium myrsinites</i>	Shiny Blueberry	
<i>Vigna luteola</i>	Cowpea	



GENERAL PLANT SPECIES LISTS: MALABAR WOODS MESIC FLATLANDS

Scientific Name	Common Name	Status
<i>Aletris lutea</i>	Colic Root	
<i>Andropogon virginicus var. glaucus</i>	Broomsedge	
<i>Araceae heath</i>	Tarflower	
<i>Aristida stricta</i>	Wire Grass	
<i>Asimina reticulata</i>	Pawpaw	Endemic=2
<i>Aster concolor</i>	White Aster	
<i>Baccharis halimifolia</i>	Saltbush	
<i>Befaria racemosa</i>	Health Family Shrub	
<i>Carphephorus Paniculatus</i>	Deer Tongue	
<i>Centella asiatica</i>	Coinwort	
<i>Ceratiola ericoides</i>	Rosemary	
<i>Chaptalia tomentosa</i>	Pine Land Daisy	
<i>Chrysopsis scabrella</i>	Golden Aster	
<i>Cirsium horridulum</i>	Thistle	
<i>Cladonia sp.</i>	British Soldier Moss	
<i>Coreopsis gladiata</i>	Tickseed	Endemic
<i>Coreopsis nudata</i>	Swamp Coreopsis	
<i>Cyperus retrorsus</i>	Sedge	
<i>Dichromena colorata</i>	White Top Sedge	
<i>Drosera capillaris</i>	Sundew	
<i>Erigeron quercifolius</i>	Southern Fleabane	
<i>Eryngium yuccifolium</i>	Button Snakeroot	
<i>Eupatorium capillifolium</i>	Dog Fennel	
<i>Euphorbia polyphylla</i>	Spurge	
<i>Fungus parasite sp.</i>	Fungus Disease	
<i>Gaylussacia dumosa</i>	Huckleberry	
<i>Hypericum cistifolium</i>	St. John's Wort	
<i>Hypericum fasciculatum</i>	Sandweed	
<i>H. hypericoides</i>	St. Andrew's Cross	
<i>H. tetrapetalum</i>	St. Peter's Wort	
<i>Hypoxis hirsuta</i>	Yellow Star Grass	
<i>Hypoxis Juncea</i>	Yellow-star Grass	may be listed
<i>Ilex galbra</i>	Gallberry	
<i>Lachnocaulon anceps</i>	Bog Buttons	
<i>Ladnathes caroliniana</i>	Red Root	
<i>Lechia cernua?</i>	Pin-weed	Endemic=1, FDA=E
<i>Licania michauxii</i>	Gopher Apple	

## Basin Marsh

<u>Species</u>	<u>Common Name</u>
<i>Myrica palustris</i>	Wax myrtle
<i>Cladium jamaicense</i>	Sawgrass
<i>Osmunda regalis</i>	Royal fern
<i>Belchaum serrulatum</i>	Swamp fern
<i>Thelypteris</i> spp.	Shield fern
<i>Daubentonia punicea</i>	Rattlebush
<i>Sagattaria</i> spp.	Arrowhead
<i>Nymphaea</i> spp.	Water lily

## Depression Marsh

<u>Species</u>	<u>Common Name</u>
<i>Myrica palustris</i>	Wax myrtle
<i>Lyonia lucida</i>	Fetterbush
<i>Lyonia ferruginea</i>	Staggerbush
<i>Belchaum serrulatum</i>	Swamp fern
<i>Hypericum</i> spp.	St. John's wort
<i>Phragmites australis</i>	Common reed
<i>Lachnocaulon</i> spp.	Bog buttons
<i>Nymphaea</i> spp.	Water lily
<i>Fuirena scirpoidea</i>	Umbrella grass
<i>Sagittaria</i> spp.	Arrowhead
<i>Panicum repens</i>	Torpedo grass
<i>Nymphoides</i> spp.	Floating hearts

## Flatwoods/Prairie Lake - Open Water

<u>Species</u>	<u>Common Name</u>
<i>Sagittaria</i> spp.	Arrowhead
<i>Panicum repens</i>	Torpedo grass
<i>Nymphaea</i> spp.	Water lily
<i>Typha</i> spp.	Cattail

44

GENERAL PLANT SPECIES LISTS: MALABAR WOODS MESIC FLATLANDS

Scientific Name	Common Name	Status
<i>Aletris lutea</i>	Colic Root	
<i>Andropogon virginicus var. glaucus</i>	Broomsedge	
Araceae heath	Tarflower	
<i>Aristida stricta</i>	Wire Grass	
<i>Asimina reticulata</i>	Pawpaw	Endemic=2
<i>Aster concolor</i>	White Aster	
<i>Baccharis halimifolia</i>	Saltbush	
<i>Befaria racemosa</i>	Health Family Shrub	
<i>Carphephorus Paniculatus</i>	Deer Tongue	
<i>Centella asiatica</i>	Coinwort	
<i>Ceratiola ericoides</i>	Rosemary	
<i>Chaptalia tomentosa</i>	Pine Land Daisy	
<i>Chrysopsis scabrella</i>	Golden Aster	
<i>Cirsium horridulum</i>	Thistle	
<i>Cladonia sp.</i>	British Soldier Moss	
<i>Coreopsis gladiata</i>	Tickseed	Endemic
<i>Coreopsis nudata</i>	Swamp Coreopsis	
<i>Cyperus retrorsus</i>	Sedge	
<i>Dichromena colorata</i>	White Top Sedge	
<i>Drosera capillaris</i>	Sundew	
<i>Erigeron quercifolius</i>	Southern Fleabane	
<i>Eryngium yuccifolium</i>	Button Snakeroot	
<i>Eupatorium capillifolium</i>	Dog Fennel	
<i>Euphorbia polyphylla</i>	Spurge	
<i>Fungus parasite sp.</i>	Fungus Disease	
<i>Gaylussacia dumosa</i>	Huckleberry	
<i>Hypericum cistifolium</i>	St. John's Wort	
<i>Hypericum fasciculatum</i>	Sandweed	
<i>H. hypericoides</i>	St. Andrew's Cross	
<i>H. tetrapetalum</i>	St. Peter's Wort	
<i>Hypoxis hirsuta</i>	Yellow Star Grass	
<i>Hypoxis Juncea</i>	Yellow-star Grass	may be listed
<i>Ilex galbra</i>	Gallberry	
<i>Lachnocaulon anceps</i>	Bog Buttons	
<i>Ladnathes caroliniana</i>	Red Root	
<i>Lechia cernua?</i>	Pin-weed	Endemic=1, FDA=E
<i>Licania michauxii</i>	Gopher Apple	

		A	B	C	D
Day-flower	<i>Commelina erecta</i>	X	X		X
Conradina *	<i>Conradina grandiflora</i>	X	X	X	X
Dwarf Horseweed	<i>Conyza canadensis</i>	X	X	X	
Swamp Dogwood	<i>Cornus foemina</i>	X			
Crotalaria	<i>Crotalaria mucronata</i>		X	X	
Rabbit Bells	<i>Crotalaria rotundifolia</i>	X	X	X	
Croton	<i>Croton glanulosus</i>		X	X	
Roseling	<i>Cuthbertia ornata</i>	X	X	X	
Bermuda Grass	<i>Cynodon dactylon</i>		X	X	
Nutgrass	<i>Cyperus sp.</i>	X	X	X	
Helicopter Grass	<i>Dactyloctenium aegyptium</i>	X			
Sticktight	<i>Desmodium incanum</i>	X	X	X	
Beggar-tick	<i>Desmodium triflorum</i>			X	
India Crabgrass	<i>Digitaria longiflora</i>		X		
Persimmon	<i>Diospyros virginiana</i>		X		X
Eclipta	<i>Eclipta alba</i>	X			
Elephant Foot	<i>Elephantopus elatus</i>	X	X		
Goosegrass	<i>Eleusine indica</i>			X	
Tasselflower	<i>Emilia fosbergii</i>	X	X	X	X
Tasselflower, Lavende	<i>Emilia sonchifolia</i>	X		X	
Butterfly Orchid *	<i>Encyclia tampensis</i>	X			
Gophertail Lovegrass	<i>Eragrostis ciliaris</i>			X	
Fireweed	<i>Erechtites hieracifolia</i>	X		X	
Coralbean	<i>Erythrina herbacea</i>	X	X	X	X
Fennel	<i>Eupatorium sp.</i>	X	X	X	
Spurge	<i>Euphorbia polyphylla</i>		X		
Flat-top Goldenrod	<i>Euthamia minor</i>			X	
Cottonweed	<i>Froelichia floridana</i>		X		
Galactia (White Pea)	<i>Galactia elliotti</i>	X	X	X	
Galactia (Pink Pea)	<i>Galactia sp.</i>	X	X		
Dwarf Huckleberry	<i>Gaylussacia dumosa</i>			X	
Cudweed	<i>Gnaphalium falcatum</i>	X			
Cudweed	<i>Gnaphalium sp.</i>	X			
Globe amaranth	<i>Gomphrena serrata</i>			X	
Innocence	<i>Hedyotis procumbens</i>	X	X		
Helianthemum	<i>Helianthemum corymbosum</i>				X
Camphor Weed	<i>Heterotheca subaxillaris</i>	X	X	X	
Hawkweed	<i>Hieracium sp.</i>	X			
Whorled Pennywort	<i>Hydrocotyle verticellata</i>			X	
St. John's or Peter's Wort	<i>Hypericum sp.</i>	X			X
Sand Holly *	<i>Ilex ambigua</i>	X	X	X	X
Hairy Indigo	<i>Indigofera hirsuta</i>	X		X	X
Indigo	<i>Indigofera spicata</i>		X		
Moon vine	<i>Ipomoea alba</i>	X			
Morning Glory	<i>Ipomoea cairica</i>	X			
Iresine	<i>Iresine diffusa</i>	X			
Wild Lettuce	<i>Lactuca graminifolia</i>	X	X		
Pepper Grass	<i>Lepidium virginicum</i>	X		X	
Lespedeza	<i>Lespedeza hirta</i>		X		

KEY: name

A = BROOKHOLLOW WEST  
 B = SANDY PINES  
 C = BROOKHOLLOW EAST  
 D = PARCEL B

vegetative community

sand pine scrub  
 sand pine scrub (disturbed)  
 sand pine scrub  
 sand pine scrub and hydric hammock

Species List - Turkey Creek Basin ; Plant Species

List of plant species identified by Florida Native Plant Society members in the FCT parcels - June 1991.

\* denotes a listed species

A = BROOKHOLLOW WEST  
 B = SANDY PINES  
 C = BROOKHOLLOW EAST  
 D = PARCEL B

COMMON NAME	SCIENTIFIC NAME	A	B	C	D
Rosary Pea, Crab Eye	<i>Abrus precatorius</i>	X	X	X	
Red Maple	<i>Acer rubrum</i>	X			X
Alligator Weed	<i>Alternanthera philoxeroides</i>		X		
Amaranth	<i>Amaranthus sp.</i>			X	
Ragweed	<i>Ambrosia artemisifolia</i>	X		X	
Bluestem	<i>Andropogon sp.</i>	X			
Jack-in-the-pulpit	<i>Arisaema triphyllum</i>	X			
Fire Grass	<i>Aristida stricta</i>	X	X	X	X
Indian Plantain	<i>Arnoglossum floridanum</i>	X	X	X	
Milkweed	<i>Asclepias tomentosa</i>		X	X	
Pawpaw	<i>Asimina obovata</i>	X	X		
Pawpaw	<i>Asimina reticulata</i>			X	
Sea Myrtle	<i>Baccharis halimifolia</i>	X		X	
Honeycomb Head	<i>Balduina angustifolium</i>		X		
Tarflower	<i>Befaria racemosa</i>		X		
Spanish Needles	<i>Bidens alba</i>	X	X		
False Nettle	<i>Bohmeria cylindrica</i>	X			
Hairsedge	<i>Bulbostylis ciliatifolia</i>	X			
Beauty Berry	<i>Callicarpa americana</i>	X	X	X	X
Sedge	<i>Carex absolutescens</i>	X			X
Papaya	<i>Carica papaya</i>	X			
Deer Tongue	<i>Carphephorus sp.</i>	X	X	X	X
Pignut Hickory	<i>Carya glabra</i>	X	X	X	X
Partridge Pea	<i>Cassia chamaecrista</i>	X	X	X	X
Periwinkle	<i>Catharanthus roseus</i>				X
Sandspur	<i>Cenchrus sp.</i>	X	X	X	X
Coinwort,	<i>Centella asiatica</i>			X	
Butterfly Pea	<i>Centrosema virginianum</i>	X			X
Button Bush	<i>Cephalanthus occidentalis</i>	X			
Spurge	<i>Chamaesyce sp.</i>	X		X	
Water Hemlock	<i>Cicuta mexicana</i>	X			
Wild Taro	<i>Colocasia esculenta</i>	X			

KEY: name vegetative community  
 A = BROOKHOLLOW WEST sand pine scrub  
 B = SANDY PINES sand pine scrub (disturbed)  
 C = BROOKHOLLOW EAST sand pine scrub

Laughing Gull  
Ring-billed Gull  
Red-shouldered Hawk  
Red-tailed Hawk  
Sharp-shinned Hawk  
American Kestrel \*  
Belted Kingfisher  
Chipping Sparrow  
House Sparrow  
Savannah Sparrow  
Swamp Sparrow  
Barn Swallow  
Tree Swallow  
Chimney Swift  
Summer Tanager  
Least Tanager  
Brown Thrasher  
Gray-cheeked Thrush  
Swainson's Thrush  
Rufous-sided Towhee  
Veery  
Red-eyed Vireo  
Solitary Vireo  
White-eyed Vireo  
Yellow-throated Vireo  
American Swallow-tailed Kite  
Purple Martin  
Northern Mockingbird  
Common Moorhen  
Eastern Screech Owl  
Eastern Phoebe  
American Robin  
Black Vulture  
Turkey Vulture  
Blue Jay  
Blue-gray Gnatcatcher  
Northern Cardinal  
Carolina Wren  
House Wren  
Gray Catbird  
Yellow-bellied Sapsucker  
Downy Woodpecker  
Hairy Woodpecker  
Pileated Woodpecker  
Red-bellied Woodpecker  
Red-headed Woodpecker  
Great Blue Heron  
Little Blue Heron  
Tricolored Heron  
Green Heron  
White Ibis  
Ruby-throated Hummingbird  
  
Belted Kingfisher  
Osprey \*  
Ruby-crowned Kinglet  
Wild Turkey  
Wood Thrush

*Larus atricilla*  
*Larus delawarensis*  
*Buteo lineatus*  
*Buteo jamaicensis*  
*Accipiter striatus*  
*Falco sparverius*  
*Ceryle alcyon*  
*Spizella passerina*  
*Passer domesticus*  
*Passerculus sandwichensis*  
*Melospiza georgiana*  
*Hirundo rustica*  
*Tachycineta bicolor*  
*Chaetura pelagica*  
*Piranga rubra*  
*Strena antillarum*  
*Toxostoma rufum*  
*Catharus minimus*  
*Catharus ustulatus*  
*Pipilo erythrophthalmus*  
*Catharus fuscescens*  
*Vireo olivaceus*  
*Vireo solitarius*  
*Vireo griseus*  
*Vireo flavifrons*  
*Elanoides forficatus*  
*Progne subis*  
*Mimus polyglottos*  
*Gallinula chloropus*  
*Otus asio*  
*Sayornis phoebe*  
*Turdus migratorius*  
*Coragyps atratus*  
*Cathartes aura*  
*Cyanocitta cristata*  
*Polioptila caerulea*  
*Cardinalis cardinalis*  
*Thryothorus ludovicianus*  
*Troglodytes aedon*  
*Dumetella carolinensis*  
*Sphyrapicus varius*  
*Picoides pubescens*  
*Picoides villosus*  
*Drycopus pileatus*  
*Melanerpes carolinus*  
*Melanerpes erythrocephalus*  
*Ardea herodias*  
*Egretta caerulea*  
*Egretta tricolor*  
*Butorides striatus*  
*Eudocimus albus*  
*Archilochus colubris*  
  
*Ceryle alcyon*  
*Pandion haliaetus*  
*Regulus calendula*  
*Meleagris gallopavo*  
*Hylocichla mustelina*

Species List - Turkey Creek Basin ; Bird Species

List of bird species identified at Turkey Creek Sanctuary (1985 - May 1991) by Florida Audubon Society

\* denotes a listed species

COMMON NAME	SCIENTIFIC NAME
American Redstart	<i>Setophaga ruticilla</i>
Black & White Warbler	<i>Mniotilta varia</i>
Black-throated Blue Warbler	<i>Dendroica caerulescens</i>
Blackburnian Warbler	<i>Dendroica fusca</i>
Blackpoll Warbler	<i>Dendroica striata</i>
Cape May Warbler	<i>Dendroica tigrina</i>
Chestnut-sided Warbler	<i>Dendroica pensylvanica</i>
Common Yellowthroat Warbler	<i>Geothlypis trichas</i>
Hooded Warbler	<i>Wilsonia citrina</i>
Northern Parula Warbler	<i>Parula americana</i>
Northern Waterthrush Warbler	<i>Seiurus noveboracensis</i>
Orange-crowned Warbler	<i>Vermivora celata</i>
Ovenbird Warbler	<i>Seiuauro capillusrus</i>
Palm Warbler	<i>Dendroica discolor</i>
Pine Warbler	<i>Dendroica pinus</i>
Prairie Warbler	<i>Dendroica discolor</i>
Tennessee Warbler	<i>Vermivora peregrina</i>
Worm-eating Warbler	<i>Helmintheros vermivorous</i>
Yellow-rumped Warbler	<i>Dendroica coronata</i>
Yellow-throated Warbler	<i>Vireo flavifrons</i>
Cedar Waxwing	<i>Bombycilla cedrorum</i>
Anhinga	<i>Anhinga anhinga</i>
Red-winged Blackbird	<i>Agelaius phoeniceus</i>
Northern Bobwhite	<i>Colinus virginianus</i>
Indigo Bunting	<i>Passerina cyanea</i>
Painted Bunting	<i>Passerina ciris</i>
Double-crested Cormorant	<i>Phalacrocorax auritus</i>
Brown-headed Cowbird	<i>Molothrus ater</i>
Fish Crow	<i>Corvus ossifragus</i>
Yellow-billed Cuckoo	<i>Coccyzus minor</i>
Common Ground Dove	<i>Columbina passerina</i>
Rock Dove	<i>Columba livia</i>
Bald Eagle *	<i>Haliaeetus leucocephalus</i>
Cattle Egret	<i>Bubulcus ibis</i>
Great Egret	<i>Casmerodius albus</i>
Northern Flicker	<i>Colaptes auratus</i>
Empidonax Flycatcher	<i>Empidonax sp.</i>
American Goldfinch	<i>Carduelis tristis</i>
Boat-tailed Grackle	<i>Quiscalus major</i>
Common Grackle	<i>Quiscalus quiscalus</i>
Blue Grosbeak	<i>Guiraca caerulea</i>
Rose-breasted Grosbeak	<i>Pheucticus ludovicianus</i>

COMMON NAME	SCIENTIFIC NAME	A	B	C	D	E	F	G
FLA Sandhill crane	<i>Grus canadensis pratensis</i>	T		II	T	S2S3	G5 T2 T3	2
Bald eagle	<i>Haliaeetus leucocephalus</i>	T	E	I	T	S2S3	G5	
Wood stork	<i>Mycteria americana</i>	E	E		E	S2	G5	
Snowy egret	<i>Egretta thula</i>	SSC			SSC	S4	G5	
Scrub jay	<i>Aphelocoma coerulescens</i>	T	T		T	S3	G5 T3	1
Merlin	<i>Falco columbarius</i>				SU	SU	G4	
Little blue heron	<i>Egretta caerulea</i>	SSC			SSC	S4	G5	
FLA prairie warbler	<i>Dendroica discolor paludicola</i>				SSC	S3	G5 T3	1
Great egret	<i>Casmerodius albus</i>				SSC	S4	G5	
White ibis	<i>Eudocimus albus</i>				SSC	S4	G5	
Osprey	<i>Pandion haliaetus</i>			II	T	S3S4	G5	

#### KEY

A-FGFWFC

B-USFWS

C-CITES

D-FCREPA

E-FNAI (STATE)

F-FNAI (GLOBAL)

G-ENDEMIC

E = Endangered

T = Threatened

SSC = Species of Special Concern

I = Appendix I Species

II = Appendix II Species

SU = Status Undetermined

S1-S5 = Most endangered(S1) to least endangered(S5) state rank

G1-G5 = Most endangered(G1) to least endangered(G5) global rank

T2 = A vulnerable species

T3 = A threatened species



Chimney swift	<i>Chaetura pelagica</i>	open areas	1	resident
Cape May warbler	<i>Dendroica tigrina</i>	pine flatwoods	1	migrant
Purple martin	<i>Progne subis</i>	open woods	1	resident
Downy woodpecker	<i>Picoides pubescens</i>	pine flatwoods	1	resident
Killdeer	<i>Charadrius vociferus</i>	open areas	1	resident
Brown thrasher	<i>Toxostoma rufum</i>	scrub	1	resident
Cedar waxwing	<i>Bombycilla cedrorum</i>	pine flatwood/scrub	1	migrant
Common flicker	<i>Colaptes auratus</i>	pine flatwoods	1	resident
FLA. sandhill crane	<i>Grus canadensis pratensis</i>	wetlands	1 per M. Hames	resident
Bald eagle	<i>Haliaeetus leucocephalus</i>	wetlands	1 per Dave Simpson	resident
Wood stork	<i>Mycteria americana</i>	wetlands	1	resident
Snowy egret	<i>Egretta thula</i>	wetlands	1	resident
Scrub jay	<i>Aphelocoma coerulescens</i>	scrub	6	resident
Merlin	<i>Falco columbarius</i>	scrubby flatwoods	1	migrant
Little blue heron	<i>Egretta caerulea</i>	wetlands	1	resident
Osprey	<i>Pandion haliaetus</i>	wetlands	6	resident
American redstart	<i>Setophaga ruticilla</i>	scrub	1	migrant

Red-bellied woodpecker	<i>Centurus carolinus</i>	pine flatwoods	2	resident
Mockingbird	<i>Mimus polyglottos</i>	open areas	6	resident
Yellow-rumped warbler	<i>Dendroica coronata</i>	pinewoods	2	resident
Cardinal	<i>Cardinalis cardinalis</i>	scrub	2	resident
Double-breasted cormorant	<i>Phalacrocorax auritus</i>	wetland	1	resident
Black vulture	<i>Coragyps atratus</i>	pine/scrub	4	resident
Mourning dove	<i>Zenaida macroura</i>	scrub & open areas	4	resident
Common nighthawk	<i>Chordeiles minor</i>	open areas	4	resident
Carolina wren	<i>Thryothorus ludovicianus</i>	scrub	3	resident
Chuck-will's-widow	<i>Caprimulgus carolinensis</i>	pine flatwoods	1	resident
Common yellowthroat	<i>Grothylpis trichas</i>	scrub	2	resident
Fish crow	<i>Corvus ossifragus</i>	open areas/wetlands	4	resident
Northern bobwhite	<i>Colinus virginianus</i>	scrub/open areas	1	resident
Common grackle	<i>Quiscalus quiscula</i>	open areas/pine flatwoods	2	resident
Mottled duck	<i>Anas fulvigula</i>	wetlands	3	resident
White ibis	<i>Eudocimus albus</i>	wetlands	1	resident
Northern parula	<i>Parula americana</i>	scrub	1	migrant
White-eyed vireo	<i>Vireo griseus</i>	scrub	1	resident
Pileated woodpecker	<i>Dryocopus pileatus</i>	pine flatwoods	1	resident
Common ground-dove	<i>Columbina passerina</i>	scrub	4	resident

## Malabar Scrub Sanctuary Bird Survey

COMMON NAME	SCIENTIFIC NAME	HABITAT	OCCURRENCE	RANGE
Boat-tailed grackle	<i>Quiscalus major</i>	wetland	1 per Dave Simpson	resident
Spotted sandpiper	<i>Actitis macularia</i>	wetlands	1 per Dave Simpson	migrant
Black-throated blue warbler	<i>Dendroica caerulescens</i>	pine flatwoods	1 per Dave Simpson	migrant
Brown-headed cowbird	<i>Molothrus ater</i>	open areas	1 per Dave Simpson	resident
Black-and-white warbler	<i>Mniotilta varia</i>	scrub	4	resident
FLA. prairie warbler	<i>Dendroica discolor paludicola</i>	scrub	1	resident
Blue jay	<i>Cyanocitta cristata</i>	open areas	3	resident
Turkey vulture	<i>Cathartes aura</i>	scrub	2	resident
Rufous-sided towhee	<i>Pipilo erythrophthalmus</i>	scrub	6	resident
White-breasted nuthatch	<i>Sitta carolinensis</i>	scrub	2	resident
Scarlet tanager	<i>Piranga olivacea</i>	pine flatwoods	2	migrant
Pine warbler	<i>Dendroica pinus</i>	pine flatwoods	4	resident
Blue-gray gnatcatcher	<i>Poliophtila caerulea</i>	wetlands & scrub	2	resident
Great egret	<i>Casmerodius albus</i>	wetlands	2	resident
Cattle egret	<i>Bubulcus ibis</i>	wetlands/ open grasslands	4	resident

Species	South Florida Flatwoods	Wetland Hardwood Hammock	Swamp Hardwoods	Aquatic Preserves
---------	-------------------------------	--------------------------------	--------------------	----------------------

**BIRDS (cont'd)**

Brown pelican <i>Pelecanus occidentalis</i>			SSC	SSC
American oystercatcher <i>Haematopus palliatus</i>			SSC	SSC
Least tern <i>Sterna antillarum</i>			T	T
Roseate tern <i>Sterna dougalli</i>			T	T
Little blue heron <i>Egretta caerulea</i>			SSC	
Tricolored heron <i>Egretta tricolor</i>			SSC	
Roseate spoonbill <i>Ajaia ajaja</i>			SSC	SSC

**MAMMALS**

Florida mouse <i>Podomys floridanus</i>		SSC	SSC	
West Indian Manatee <i>Trichechus manatus</i>				E
River Otter <i>Lutra canadensis</i>				II

**KEY:**

Florida Department of Agriculture and Consumer Services

T - threatened

E - endangered

Florida Game and Fresh Water Fish Commission

SSC - species of special concern

Convention on International Trade in Endangered Species of Wild Fauna and  
Flora (CITES)

II - CITES Appendix II species

Endangered, Threatened, and Species of Special Concern by Habitat  
as listed by the Florida Game and Freshwater Fish Commission

From Town of Malabar, Florida, Comprehensive Plan, Data Inventory and  
Analysis Component, 1988

Species	South Florida Flatwoods	Wetland Hardwood Hammock	Swamp Hardwoods	Aquatic Preserves
---------	-------------------------------	--------------------------------	--------------------	----------------------

**FISH**

Common Snook <i>Centropomus undecimalis</i>				SSC
--	--	--	--	-----

**AMPHIBIANS AND REPTILES**

Gopher tortoise <i>Gopherus polyphemus</i>	SSC	SSC		
Eastern Indigo Snake <i>Drymarchon corais couperi</i>		T	T	
Atlantic salt marsh snake <i>Nerodia fasciata taeniata</i>			T	
American Alligator <i>Alligator mississippiensis</i>				SSC

**BIRDS**

American Bald Eagle <i>Haliaeetus leucocephalus</i>	T	T	T	T
Southeastern kestrel <i>Falco sparverius paulus</i>	T			
Snowy egret <i>Egretta thula</i>	SSC	SSC	SSC	SSC
Florida scrub jay <i>Aphelocoma coerulescens coerulescens</i>	T	T		
Wood stork <i>Mycteria americana</i>	E	E		
Florida Sandhill Crane <i>Grus canadensis pratensis</i>	T			
Osprey <i>Pandion haliaetus</i>		SSC	SSC	SSC
Peregrine Falcon <i>Falco peregrinus</i>		E	E	
Reddish egret <i>Egretta rufescens</i>		SSC	SSC	SSC

**Scientific Name**

**Common Name . Status**

*Ximania americana*

Tallowood

*Xyris fimbriata*

Yellow-eyed Grass

*Yucca filamentosa*

Yucca

115

## Wetland Flora of the Malabar Scrub Sanctuary

### Basin Swamp

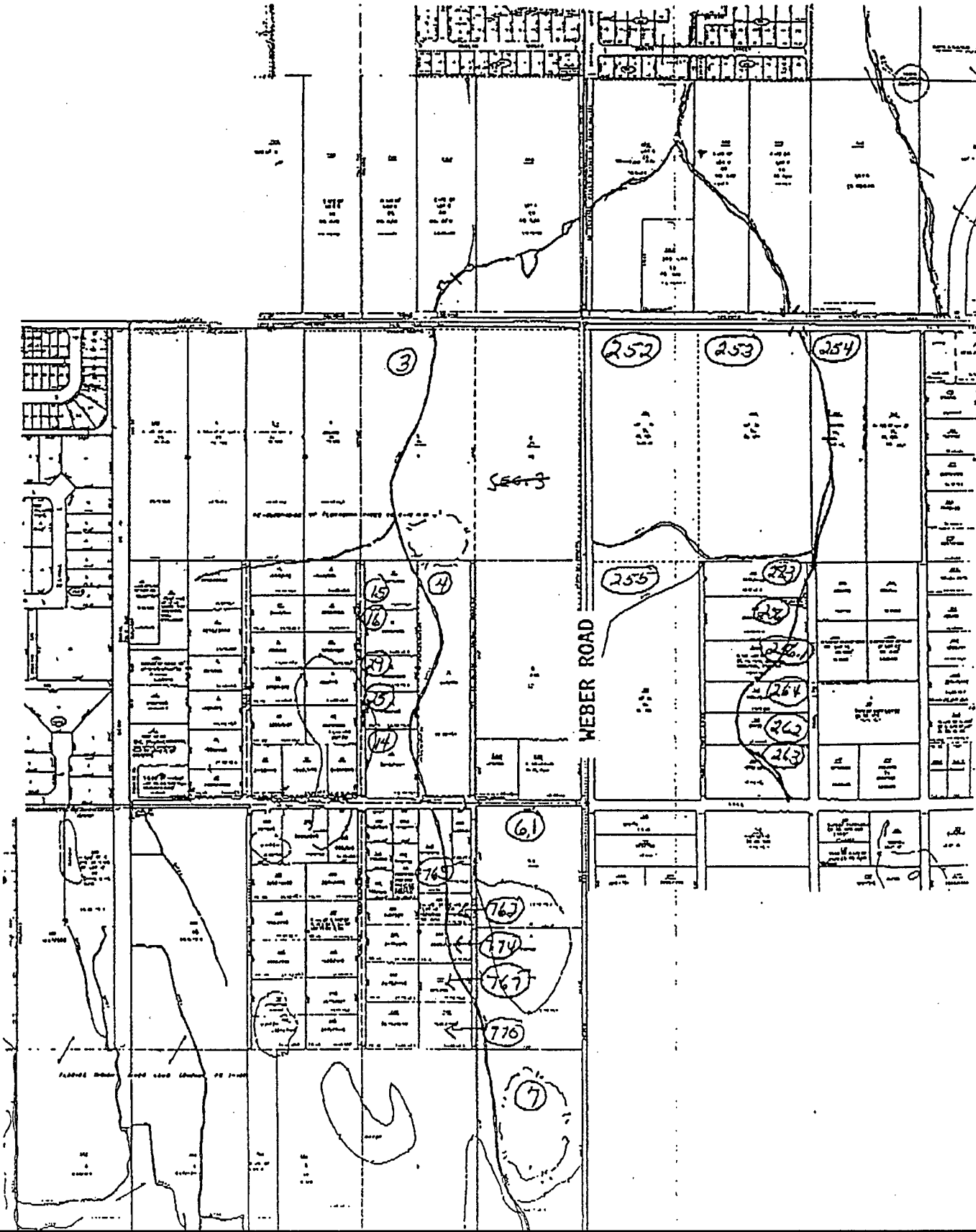
<u>Species</u>	<u>Common Name</u>
<i>Persea palustris</i>	Swamp bay
<i>Myrica cerifera</i>	Wax myrtle
<i>Cephalanthus occidentalis</i>	Buttonbush
<i>Salix</i> spp.	Willow
<i>Osmunda regalis</i>	Royal fern
<i>Belchaum serrulatum</i>	Swamp fern
<i>Thelypteris</i> spp.	Shield fern
<i>Cladium jamaicense</i>	Sawgrass
<i>Pontederia</i> spp.	Pickerel weed
<i>Sagittaria</i> spp.	Arrowhead
<i>Gordonia lasianthus</i>	Loblolly Bay
<i>Acer rubrum</i>	Red Maple
<i>Lyonia ferruginea</i>	Staggerbush
<i>Lyonia lucida</i>	Fetterbush
<i>Myriophyllum</i> spp.	Water-milfoils
<i>Hypericum</i> spp.	St. John's wort
<i>Eriocaulon decangulare</i>	Pipewort
<i>Typha</i> spp.	Cattail

### Mesic/Wet Flatwoods

<u>Species</u>	<u>Common Name</u>
<i>Persea palustris</i>	Swamp bay
<i>Myrica cerifera</i>	Wax myrtle
<i>Salix</i> spp.	Willow
<i>Sabal palmetto</i>	Cabbage Palm
<i>Acer rubrum</i>	Red Maple
<i>Osmunda regalis</i>	Royal fern
<i>Belchaum serrulatum</i>	Swamp fern
<i>Thelypteris</i> spp.	Shield fern
<i>Cladium jamaicense</i>	Sawgrass
<i>Myriophyllum</i> spp.	Water-milfoils
<i>Hypericum</i> spp.	St. John's wort
<i>Lyonia ferruginea</i>	Staggerbush
<i>Pinus</i> spp.	Longleaf or Slash pine

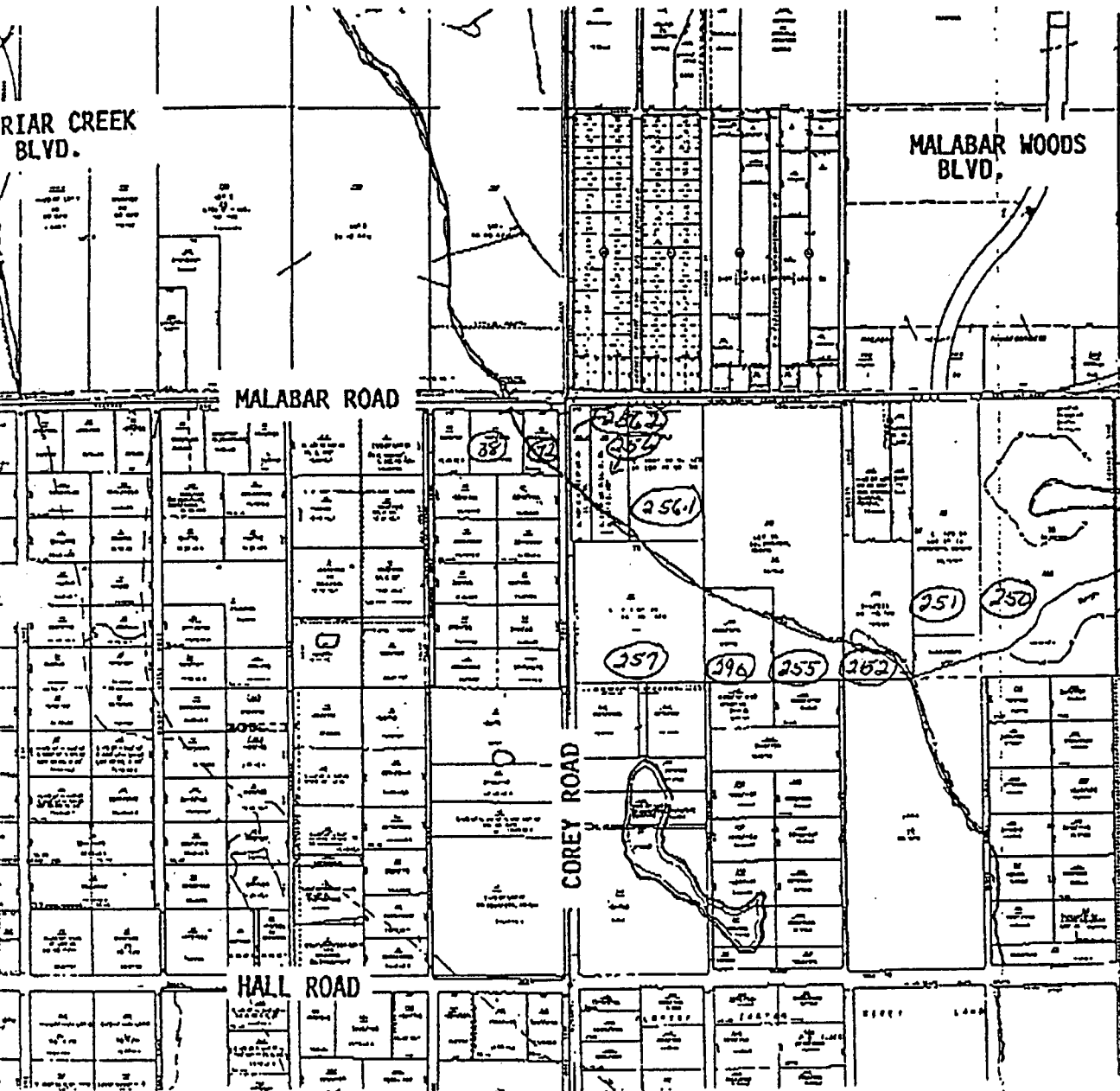
PALM BAY

PALM BAY





MALABAR SANCTUARY GREENWAY II



SCALE 1:800



**APPENDIX III**

**Cost Estimates**

### APPENDIX III

#### COST ESTIMATES

Signage*		
Entrances (12) @ \$150 each		\$1,800
Education Signs * +		
Trail Headcenters (2) @ \$500 each		1,000
Property Boundary (75) @ \$50 each		3,750
Fencing +		
Chain Link and Split Rail		50,000
Trail Construction* †		
Cycle		18,000
Nature Trails		
Bridle Paths		
Picnic Tables and Benches at Cory & Malabar Roads *		3,000
Creek Crossings (2) @ \$2,000 each +	4,000	
Education Centers Renovation *		30,000
Reynolds Ranch Homestead Moving & Restoration °		120,000
Water Management Berm and Trail Stabilization + †		180,000
	TOTAL	<u>\$411,550</u>

#### Sources of Funding

- \* Florida recreation Development and Assistance Program
- + St. Johns River Water Management District
- † TEA-21
- ° Historic Preservation Grant Program

**APPENDIX IV**

**Priority Schedule**

APPENDIX IV

PRIORITY SCHEDULE

	1999-2000	2001-2003	2004+
1. Post Property Boundary Signs	→		
2. Apply for Permits		→	
3. Conduct Vegetative Surveys	→		
4. Remove Invasive Exotic Plants	→	→	→
5. Develop Water Management Plan with Water Management District		→	
6. Extend Fences	→	→	
7. Prepare Parking Areas		→	
8. Apply for FRDAP Grant	→		
9. Implement Water Management Plan		→	→
10. Install Creek Crossovers		→	
11. Renovate Nature Center Site		→	
12. Replant Native Vegetation		→	→
13. Move Reynold' 5 Ranch House			→
14. Restore Reynold's Ranch Homestead			→

(nature center, education programs)

Post-it® Fax Note	7671	Date 1-20-99	# of pages 1
To	STEVE MORGAN	From	DE WINEY
Co./Dept.		Co.	MALABAR
Phone #		Phone #	727-7764
Fax #	255 2231	Fax #	

**FACSIMILE**



to: Bill Hall - Town of Malabar 407 - 722-2234

from: Edward Eckstein phone # 850 922-2207 Fax # 850 921-1747

re: Malabar Sanctuary I and II Management Plan

date: 01-20-99

At our 01-19-99 FCT acquisition meeting Anne Peery stated that 3 parcels in the Malabar II project site could possibly close in February 1999. These are the Chulyak, Oliveira and Shaw parcels. However, in order to close on these 3 parcels we need to review and approve the combined Malabar Sanctuary I and II Management Plan.

The 3 parcels that could close in February 1999 are not associated with the two stormwater detention ponds proposed by the St. Johns WMD. The stormwater ponds would only affect the Reynolds and Galvez parcels. Therefore, in order to expedite review and approval of the combined management plan we are suggesting the following:

If it would take an extraordinary amount of time for Diane Barile to completely address the 2 stormwater ponds in the revised management plan (per our 12-10-98, 12-31-98 and 01-15-99 comment letters and fax), addressing the ponds in the management plan could be postponed until the Reynolds and Galvez parcels are about to be purchased. In essence, the combined management plan could be amended in the future to include the two stormwater ponds and related information.

Therefore, by February 1, 1999, FCT needs to receive a revised management plan for the Malabar Sanctuary I and II sites that address the comments made in our 12-10-98 letter, except for those comments that relate to the two proposed stormwater ponds. All other comments must be addressed, including the comment made on culvert improvements.

Please make Ms. Diane Barile and Mr. Steve Morgan aware of this strategy and have Ms. Barile submit a revised management plan to FCT by February 1, 1999, so we can close on the 3 parcels.

Please call me if any information is needed. Thanks !!!!

**FACSIMILE**

**to:** Bill Hall - Town of Malabar 407-722-2234  
Steve Morgan - Frazier Engineering 407-255-2231

**from:** Edward Eckstein phone # 850 922-2207 Fax # 850 921-1747

**re:** Malabar Management Plan Comment

**date:** 01-15-99

The following provision needs to be added to the stormwater management section of the revised Malabar Sanctuary Greenway Management Plan. Please see that Diane Barile is made aware of this addition.

Provision to add:

To ensure that the proposed stormwater detention ponds are compatible with the protection of natural resources and meets the multi-use objectives proposed in the original application, the following parameters shall be incorporated into the design of the detention ponds. In addition, the final design of the detention ponds shall be submitted to FCT for review and approval prior to construction.

- the stormwater detention ponds shall incorporate a sloped littoral zone that provides wildlife habitat and is attractive to park visitors.
- the stormwater detention ponds shall incorporate a flat underwater safety bench where possible to eliminate the need for a continuous fence.
- all fill material associated with the stormwater detention ponds shall be located outside of the 100-year floodplain to prevent encroachment on the natural shoreline ecosystem.
- the stormwater detention ponds shall incorporate locations for educational displays.

# FRAZIER ENGINEERING, INC.

Consulting Civil and Structural Engineers



Mr. Edward Eckstein  
Florida Community Trust  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

January 7, 1999

**Subject: Proposed Stormwater Improvements for FCT Projects #95-063-P56  
(Malabar Sanctuary I) and #96-019-P7A (Malabar Sanctuary II)**

Dear Mr. Eckstein,

This letter serves as a response to your letter dated December 31, 1998. Included below are responses to the requested information from your letter.

Item # 1 The approximate locations of the two wet detention ponds are shown on the attached aerial photograph.

Item #2 The wet detention ponds are being built to provide the Town of Malabar with flood protection and water quality improvements. A majority of the Town of Malabar is susceptible to flooding during various storm events.

The Town of Malabar stormwater management plan is being developed in conjunction with the St. Johns River Water Management District (SJRWMD). This project will take into account the future land uses of the Town and apply those uses in developing stormwater runoff calculations. These calculations will be applied to the proposed wet detention ponds to calculate peak flow rate and provide flood attenuation and water quality improvements with the addition of the two wet detention ponds. Pollutant levels will also be greatly reduced with the addition of the two wet detention systems.

Item #3 Two proposed wet detention ponds will be approximately 20 acres each. The first proposed pond location is at the northeast corner of Weber and Hall Roads. Discharge from the pond will be along Weber Road, which will eventually discharge into Turkey Creek. The second proposed pond will be northwest of Corey and Malabar Roads. Inflow and outflow will be from a tributary of Turkey Creek. The natural base flow of Turkey Creek will be maintained. We will propose a minimum buffer of 25 feet from the top bank of Turkey Creek to the top bank of the wet detention pond.

Native vegetation will be removed from both sites, however we feel this impact will be very minimal due to the fact that both sites are being used as pastureland for grazing animals. Both ponds will be 12 feet in depth or less per SJRWMD regulations.



The addition of the ponds will greatly improve the water quality of Turkey Creek, which eventually discharges into the Indian River. The target pollutant loads after construction and operation of the ponds will be to the year 1943. (before most development occurred in the Town of Malabar).

Item #4 We feel the recreation benefits will greatly outweigh the negative impacts of the project. We are planning to integrate into the plans of the project, areas for bike trails and interpretive trails describing the positive impacts of the stormwater management system. We are also planning to coordinate with the Florida Game and Fresh Water Fish Commission to stock each system with fish for catch and release fishing. We feel this project would be of great recreational value too not only the residents of Malabar but of residents from surrounding communities.

Item #5 We anticipate the water quality discharged from these ponds to improve greatly over current pollutant levels. Because the runoff is discharged into Turkey Creek and eventually into the Indian River, the pollutant reduction of these systems will greatly reduce the impacts downstream, therefore benefiting both the wildlife residing in and around these systems and the water quality of these systems.

Item #6 Enclosed is a copy of the contract between the Town of Malabar and the SJRWMD.

I hope the above mentioned information will answer all the questions you have concerning this very important and beneficial project to the residents of the Town of Malabar and surrounding communities. If I can be of further assistance in this matter please call myself at (407) 253-8131, or Mr. William Hall at (407) 727-7764.

Very Truly Yours,  
Frazier Engineering Inc.

Steven J. Morgan, P.E.

Cc. William Hall, Town of Malabar  
Whit Green, SJRWMD

725 MALABAR ROAD  
MALABAR, FL 32950-4427  
(407) 727-7764

FAX (407) 722-2234

FACSIMILE TRANSMITTAL

**FAXED**  
1-7-99

Facsimile Number Called: 255-2231

Date: 1-7-99 Time: 130

Deliver To: STEVE MORGAN

From Town of Malabar: Del

Total Number of Pages (Including Transmittal Sheet): 14

Re: Your request Re: FCT letter of 12-31-98

IF YOU DO NOT RECEIVE ALL PAGES SHOWN ABOVE, PLEASE CALL  
727-7764.

THANK YOU.

**IMPORTANT:** This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from the disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the US Postal Service.

FAX pgs. 1-6 Mgmt. plan  
" " 7-9 Gro way 1 Application  
" " 10-13 " " 2 "  
DIANE BARILE 726-8171

**MANAGEMENT PLAN**

**FOR**

**MALABAR SANCTUARY GREENWAY I AND II  
BREVARD COUNTY, FLORIDA**

**PREPARED FOR THE TOWN OF MALABAR**

**BY**

**MARINE RESOURCES COUNCIL  
OF EAST FLORIDA**

**SEPTEMBER 1998**

## TABLE OF CONTENTS

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>2</b>
A.	Combination of Management Plans for Malabar Sanctuary Greenway I and II.....	2
B.	Location.....	2
C.	Resource Description.....	2
	1. Land Use.....	3
	2. Zoning.....	3
D.	History of the Project.....	3
<b>II.</b>	<b>PURPOSE OF PROJECT AND MANAGEMENT.....</b>	<b>4</b>
A.	Rationale for Acquisition.....	4
B.	Comprehensive Plan Directives .....	4
C.	Comprehensive Plan Changes to Accommodate the Plan .....	7
D.	Goals and Objectives of the Management Plan .....	7
	1. Acquisition .....	7
	2. Natural Resources and Outdoor Recreation .....	7
	3. Management .....	8
E.	Commitment to and Provisions of FCT Approval and P-2000 .....	8
F.	Identification of the Site .....	8
<b>III.</b>	<b>SITE DEVELOPMENT, IMPROVEMENT AND ACCESS .....</b>	<b>9</b>
A.	Approvals from FCT .....	9
B.	Existing Improvements .....	9
C.	Proposed Improvements .....	9
D.	Land Alterations Related to Listed Species .....	10
E.	Permits Required .....	10
F.	Signage .....	10
G.	Access .....	11
	1. Parking .....	11
	2. Walking Trails .....	11
	3. Bicycling .....	11
	4. Bridle Paths .....	11
H.	Easements, Concessions and Leases ..	11
	1. Notice to FCT of Impending Easements, Concessions or Leases .....	11
<b>IV.</b>	<b>KEY MANAGEMENT ACTIVITIES .....</b>	<b>12</b>
A.	Maintenance .....	12
B.	Security .....	12
C.	Staffing .....	12
D.	Natural Resource Protection.....	13
	1. Natural Resource Assets .....	13
	2. Survey - Base Line Plants and Animals .....	14

2 of 6

**TABLE OF CONTENTS (Continued)**

3. Protection of Endangered Species..... 14

3. Protection of Imperiled or Critical Imperiled  
Vegetative Communities ..... 14

4. Geological Features ..... 14

5. Protect Surface Water/Groundwater and Hydrology ..... 15

6. Prescribed Burns ..... 15

D. Resource Restoration and Enhancement ..... 15

    1. Exotic Plant Removal ..... 15

    2. Floodplain Wetlands ..... 16

    3. Revegetation ..... 16

F. Archaeological and Historical Elements ..... 16

G. Coordination of Impacts to and from Adjacent Landowners ..... 16

**V. COST ESTIMATES AND FUNDING SOURCES ..... 17**

    A. Cost Estimates ..... 17

    B. Funding Sources ..... 17

**VI. PRIORITY SCHEDULE ..... 18**

**VII. MONITORING ..... 18**

    A. Annual Report ..... 18

    B. Ecosystem Viability ..... 18

    C. Surveys to Florida Natural Areas Inventory ..... 19

    D. Plan Up-date ..... 19

## LIST OF EXHIBITS

- A. Map of Combined Malabar Sanctuary Greenway I and II.
- B. 100 Year Floodplain Map of Malabar.
- C. Project Plan.







**EXHIBIT A**

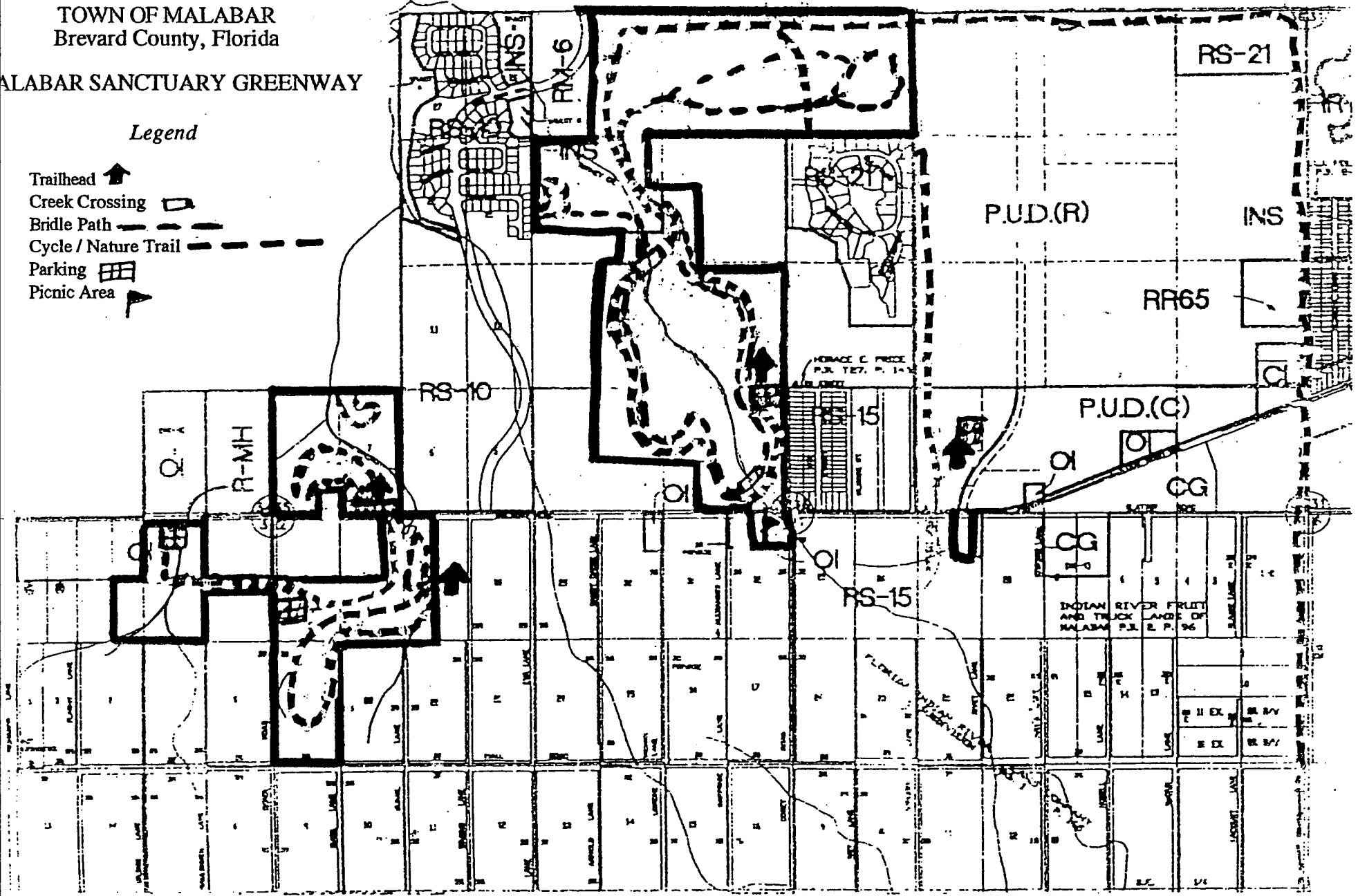
**Map of Combined Malabar Sanctuary Greenway I and II**

TOWN OF MALABAR  
Brevard County, Florida

MALABAR SANCTUARY GREENWAY

Legend

- Trailhead 
- Creek Crossing 
- Bridle Path 
- Cycle / Nature Trail 
- Parking 
- Picnic Area 



6/20/09



**TABLE OF EXHIBITS**

**MALABAR SANCTUARY GREENWAY**

Exhibit A - Relevant Section of Local Comprehensive Plan Elements

Exhibit B - Amendment Proposal to Local Comprehensive Plan

Exhibit C - Master Site Plan Located On USGS 7.4 Minute Quadrangle Map

Exhibit D - Map of Property Boundaries, Access Points, and Acreage

Exhibit E - Aerial Photographs of Project Site

Exhibit F Map of Vegetative Communities on Project Site

Exhibit G - Map of Physical Improvements, Alteration, and Disturbances on  
Project Site

Exhibit H - Map of Future Land Use for Project Area

Exhibit I Map of Existing Land use for Project Area

Exhibit J - Map of Public Recreation and Conservation Lands

Exhibit K - Soils Map of Project Site

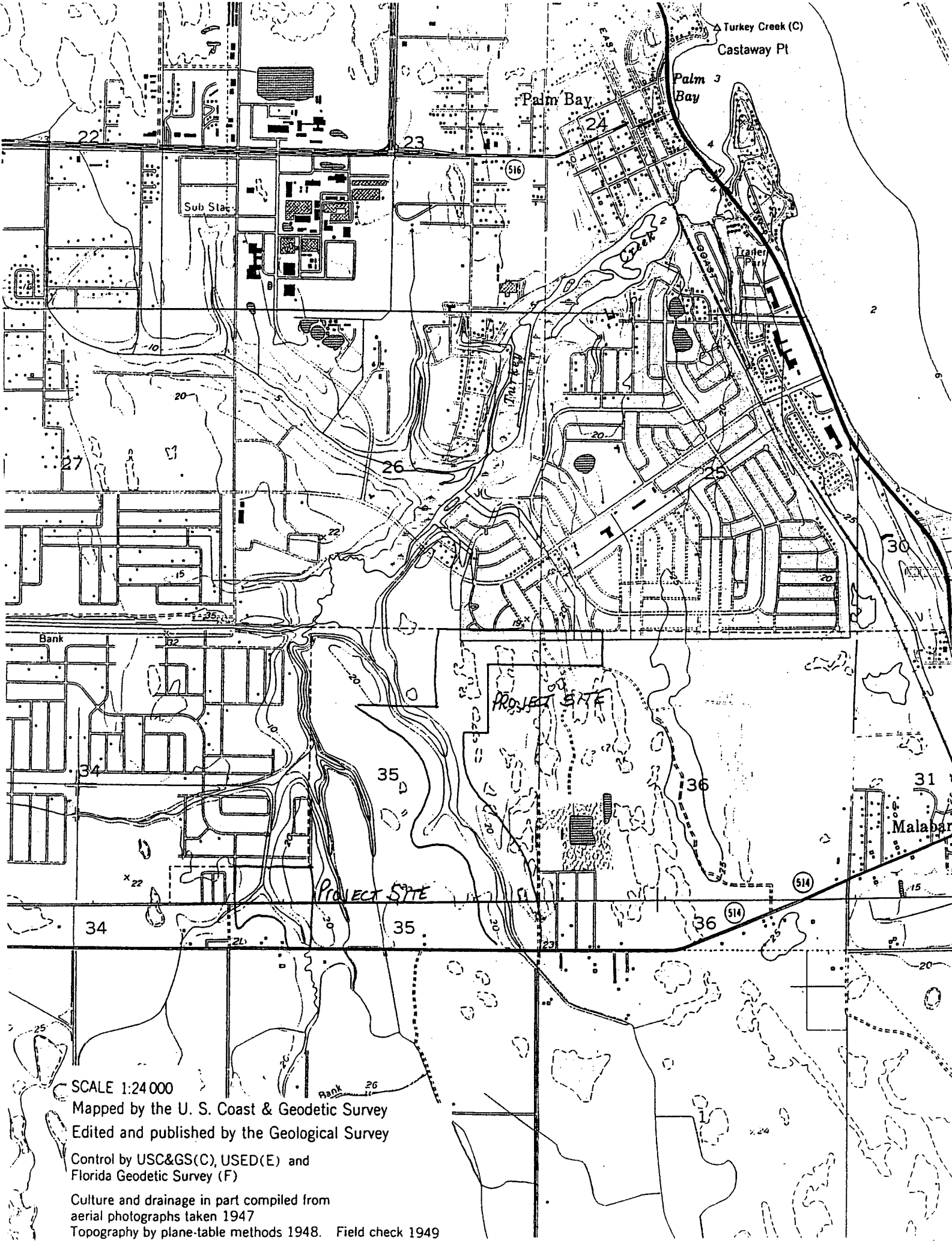
Exhibit L - Description of any Existing Easements on Project Site

Exhibit M - Description of Hydrology of Project Site

Exhibit N - 35mm Color Slides of Project Site Features

**EXHIBIT C**

**Master Site Plan Location on USGS 7.4 minute Quadrangle  
Maps**



SCALE 1:24 000

Mapped by the U. S. Coast & Geodetic Survey

Edited and published by the Geological Survey

Control by USC&GS(C), USED(E) and

Florida Geodetic Survey (F)

Culture and drainage in part compiled from

aerial photographs taken 1947

Topography by plane-table methods 1948. Field check 1949

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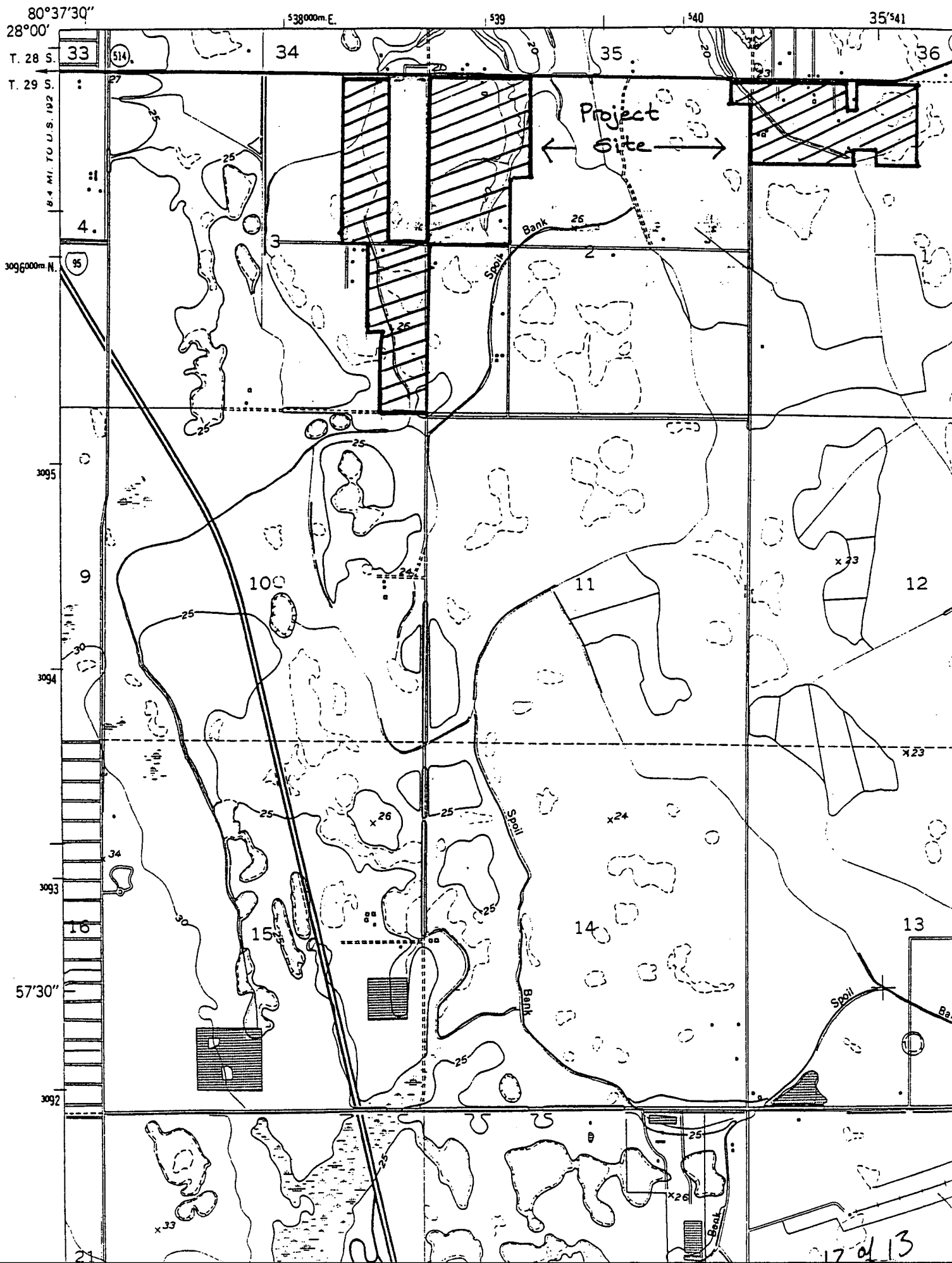
EXHIBIT C

Master Site Plan Location on Geological Survey 7-1/2 minute Quadrangle  
Maps

85° 11' SW  
BOURNE WEST

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

SCALE 1:24,000



17 of 13

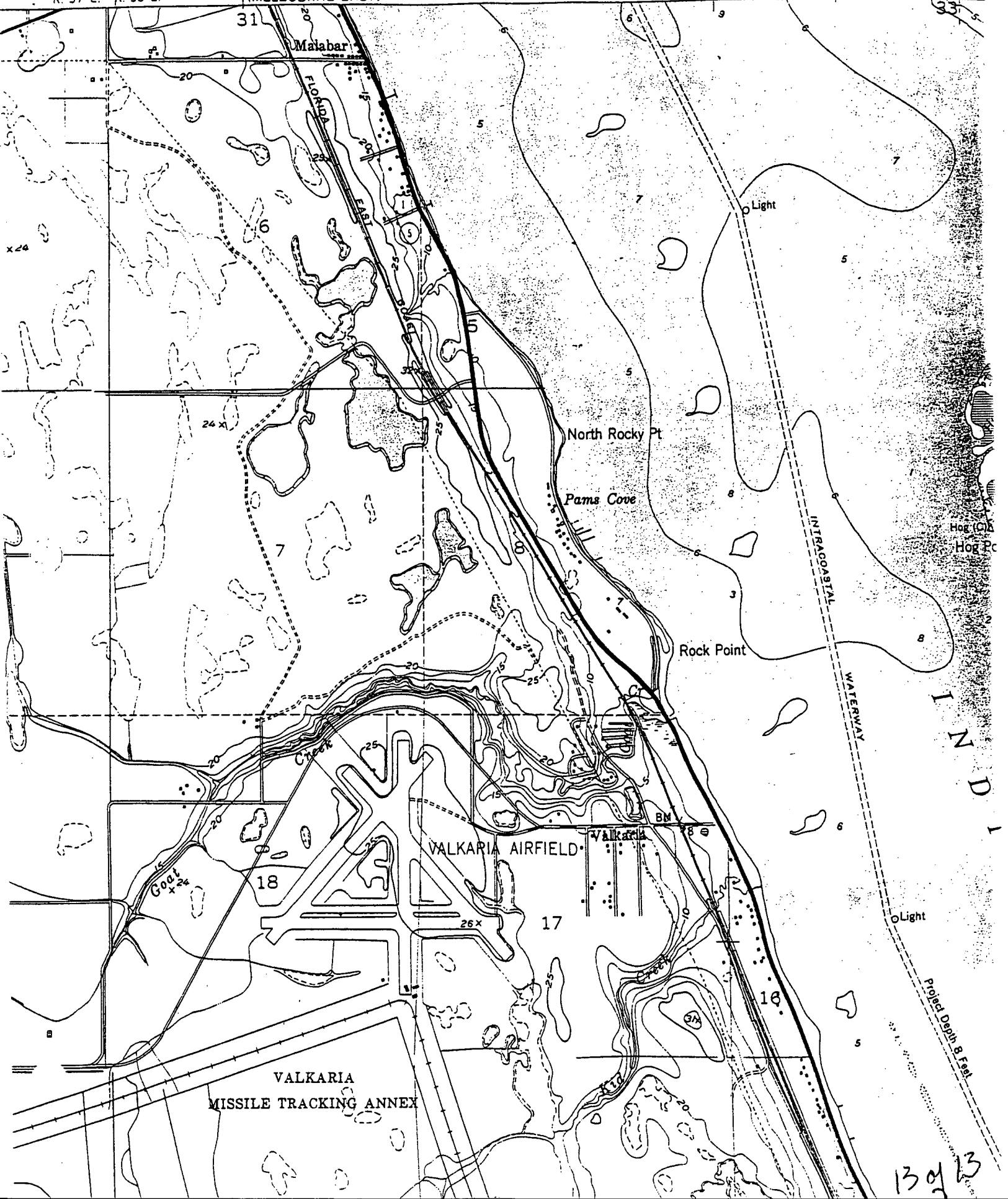
UNITED STATES  
DEPARTMENT OF COMMERCE  
COAST AND GEODETIC SURVEY

MALABAR 0.6 MI. COCOA 2.8 MI.  
4840 11 SE MELBOURNE 6.2 MI.  
R. 37 E. R. 38 E. (MELBOURNE EAST)

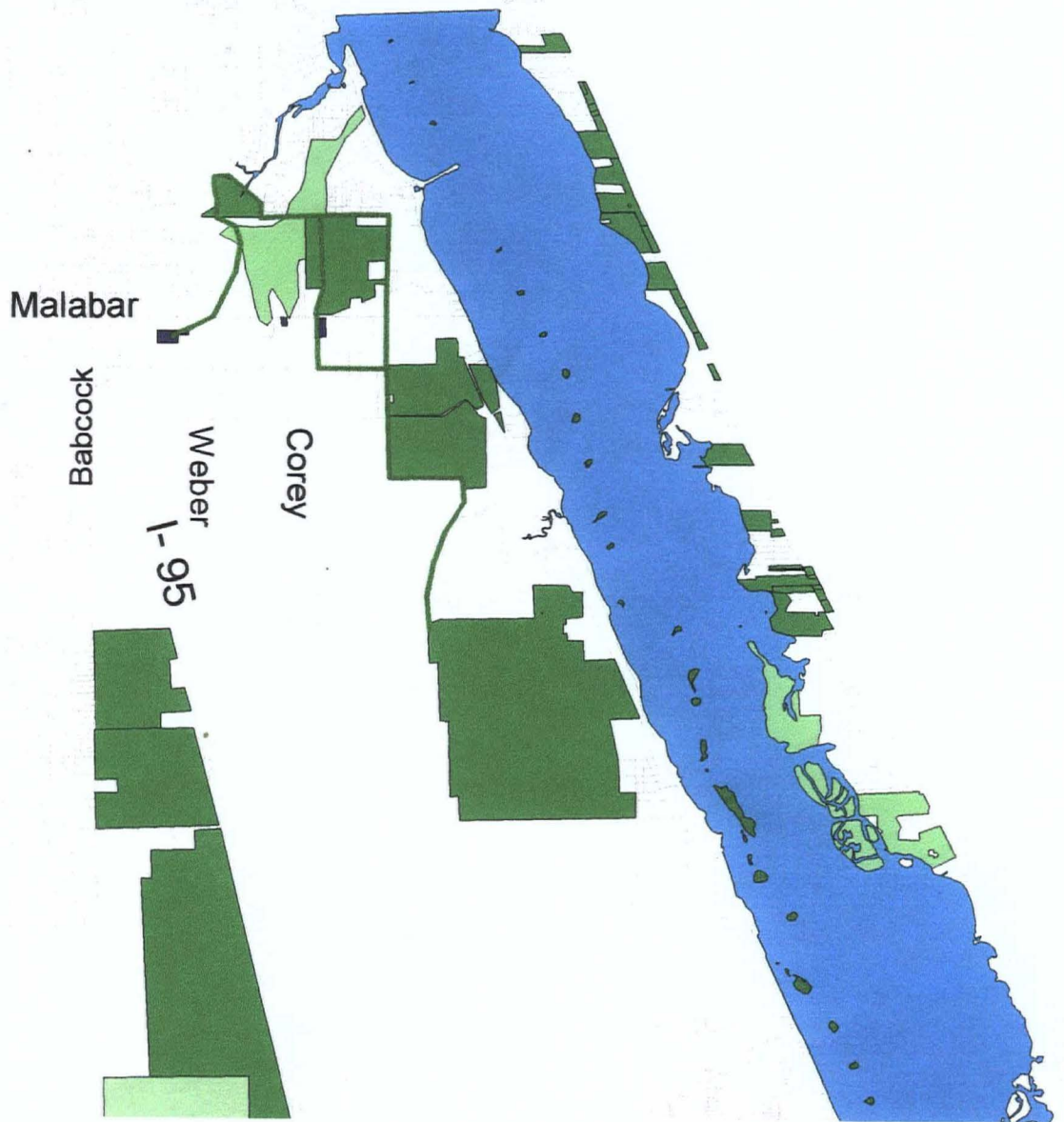
544









32°30"

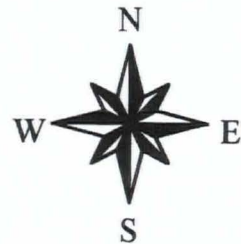
546



# Malabar Greenways



-  Potential Greenway Connectors
-  Proposed Parcels
- Conservation Lands**
-  CARL PROJECT
-  LAND INSIDE AQUATIC PRESERVE BOUNDARY
-  NATIONAL WILDLIFE REFUGE (Proposed)
-  STATE-OWNED AQUATIC PRESERVES
-  WATER MANAGEMENT DISTRICT LAND
-  WILDLIFE MANAGEMENT AREA
- Roads



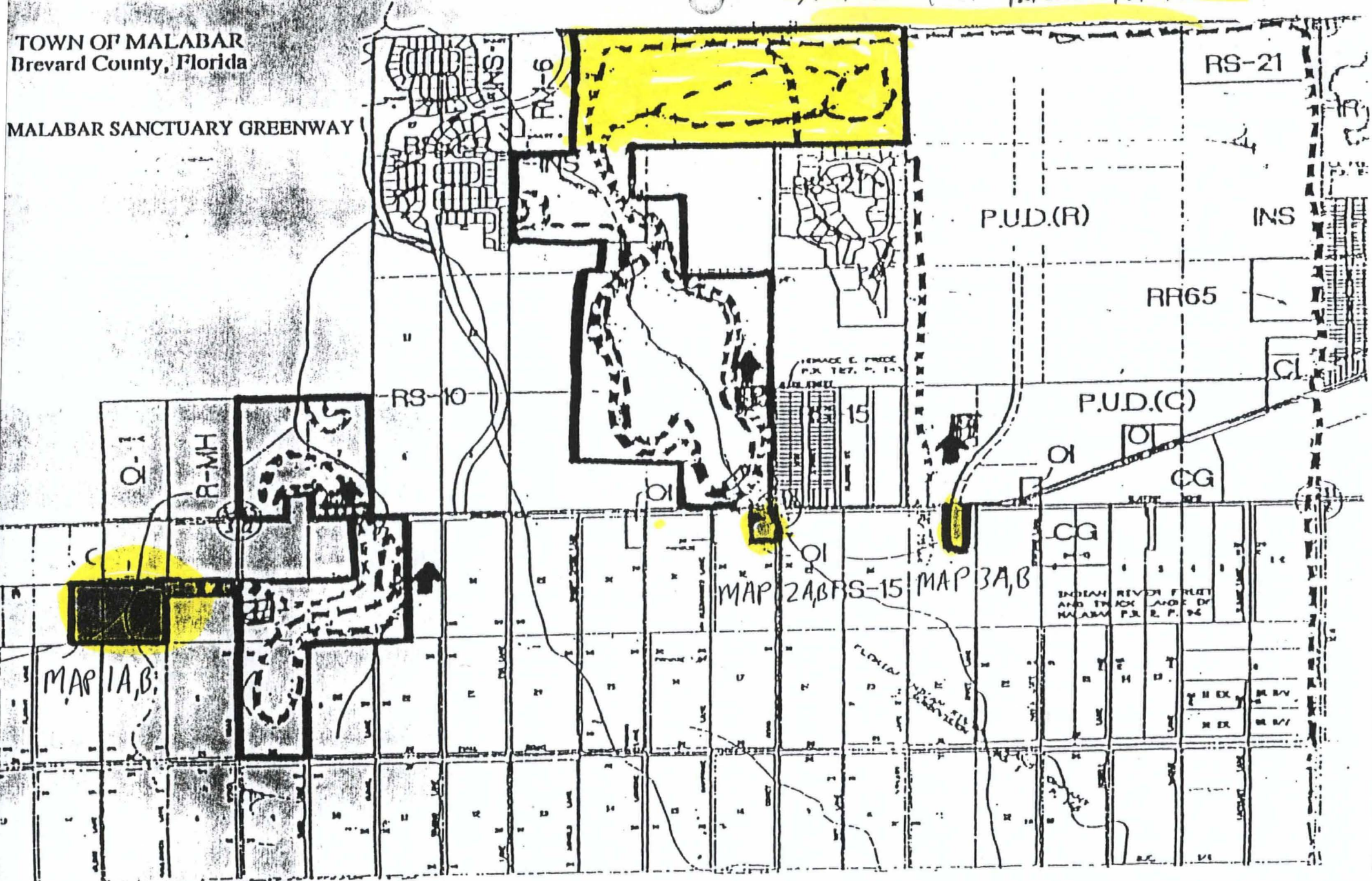
GIS data Source: University of Florida, GeoPlan Center



ACTUAL F&C PARCELS PURCHASED

TOWN OF MALABAR  
Brevard County, Florida

MALABAR SANCTUARY GREENWAY





MALABAR ROAD

MALABAR

STATE ROAD

31-4

CURRENT IMPROVEMENTS MAP# 1A

2

LEGEND

△ culvert

Project Boundaries

⤿ creek

01

21

2

3' 4" OF LOT 1  
EX.  
RD. R/W

322.4' OF LOT 2  
EX.  
RD. R/W

303/801  
EX.  
RD. R/W

3  
EX.  
RD. R/W

4  
EX.  
RD. R/W

Bobuire  
fence

South of  
Malabar  
Rd.

RE-SUBDIVISION OF FLORADORA PINES PE 8-13 # 01

RR-65

SCALE 1" = 150'













13

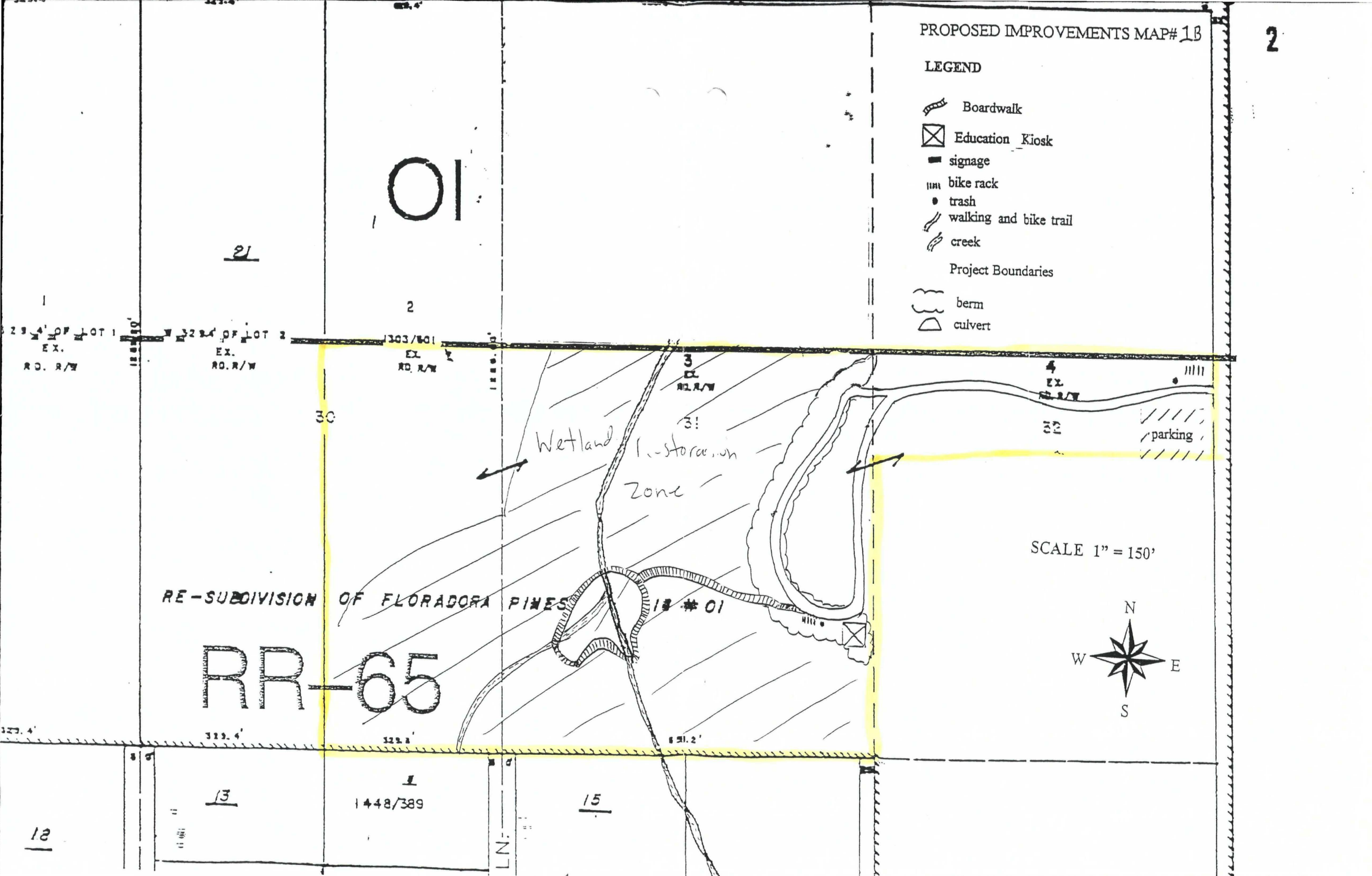
1  
1448/389

15

PROPOSED IMPROVEMENTS MAP# 1B

LEGEND

-  Boardwalk
-  Education Kiosk
-  signage
-  bike rack
-  trash
-  walking and bike trail
-  creek
-  Project Boundaries
-  berm
-  culvert



RE-SUBDIVISION OF FLORADORA PINES

RR-65

SCALE 1" = 150'



12

13

1448/389

15

29' 4" OF LOT 1 EX. RD. R/W

322' 4" OF LOT 2 EX. RD. R/W

303/601 EX. RD. R/W

3 EX. RD. R/W

4 EX. RD. R/W

30

31

32

parking

322.4'

322.3'

321.2'

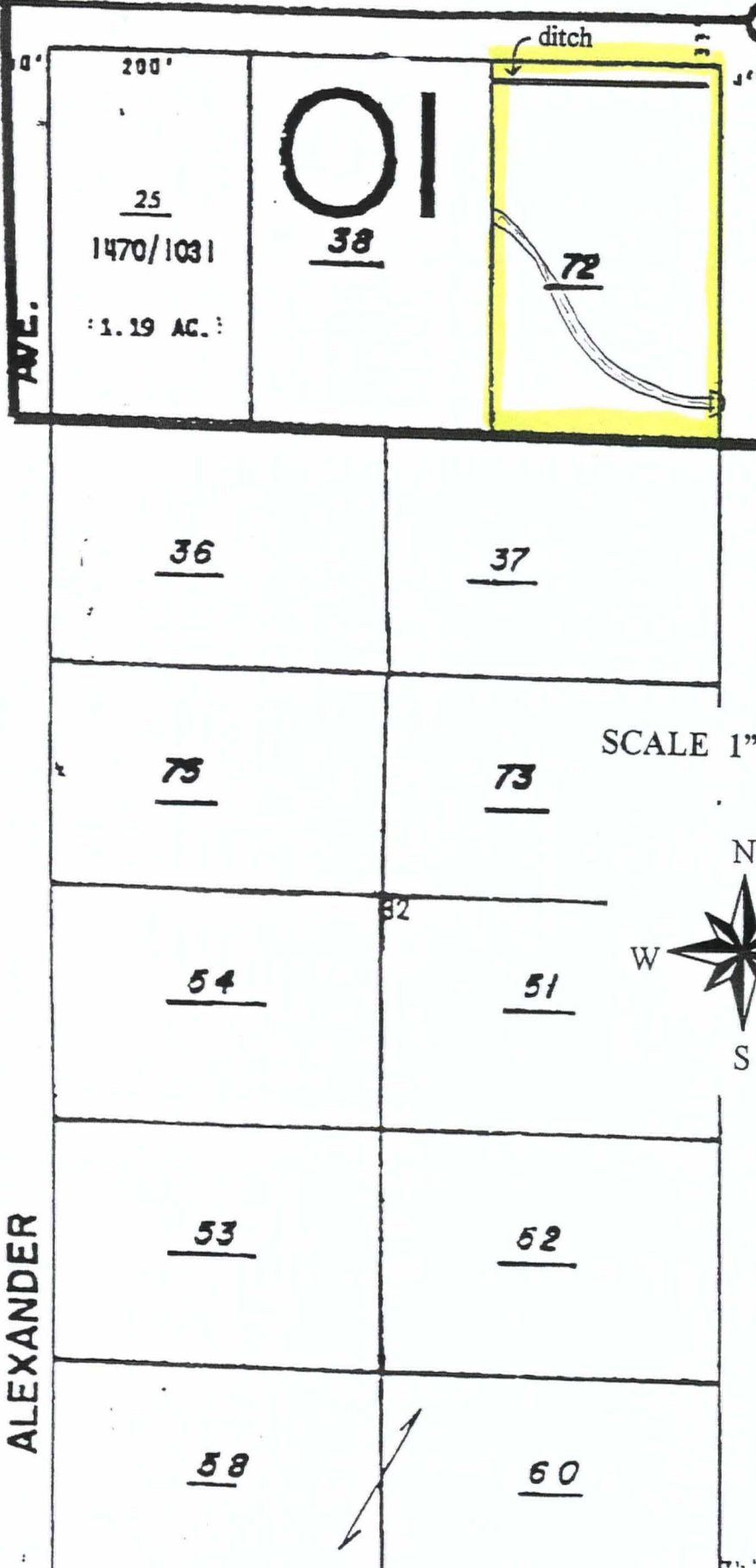
14 \* 01



CURRENT IMPROVEMENTS MAP# 2A

35

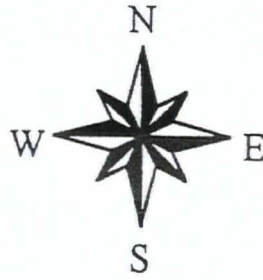
36



LEGEND

- culvert
- signage
- bike rack
- trash
- walking trail
- creek
- picnic table
- Project Boundaries
- benches

SCALE 1" = 150'



ALEXANDER

2  
1/288  
1 AC.)

150'

17  
7/700  
50 AC.:

313.04'

16  
556/131  
1.50 AC.:

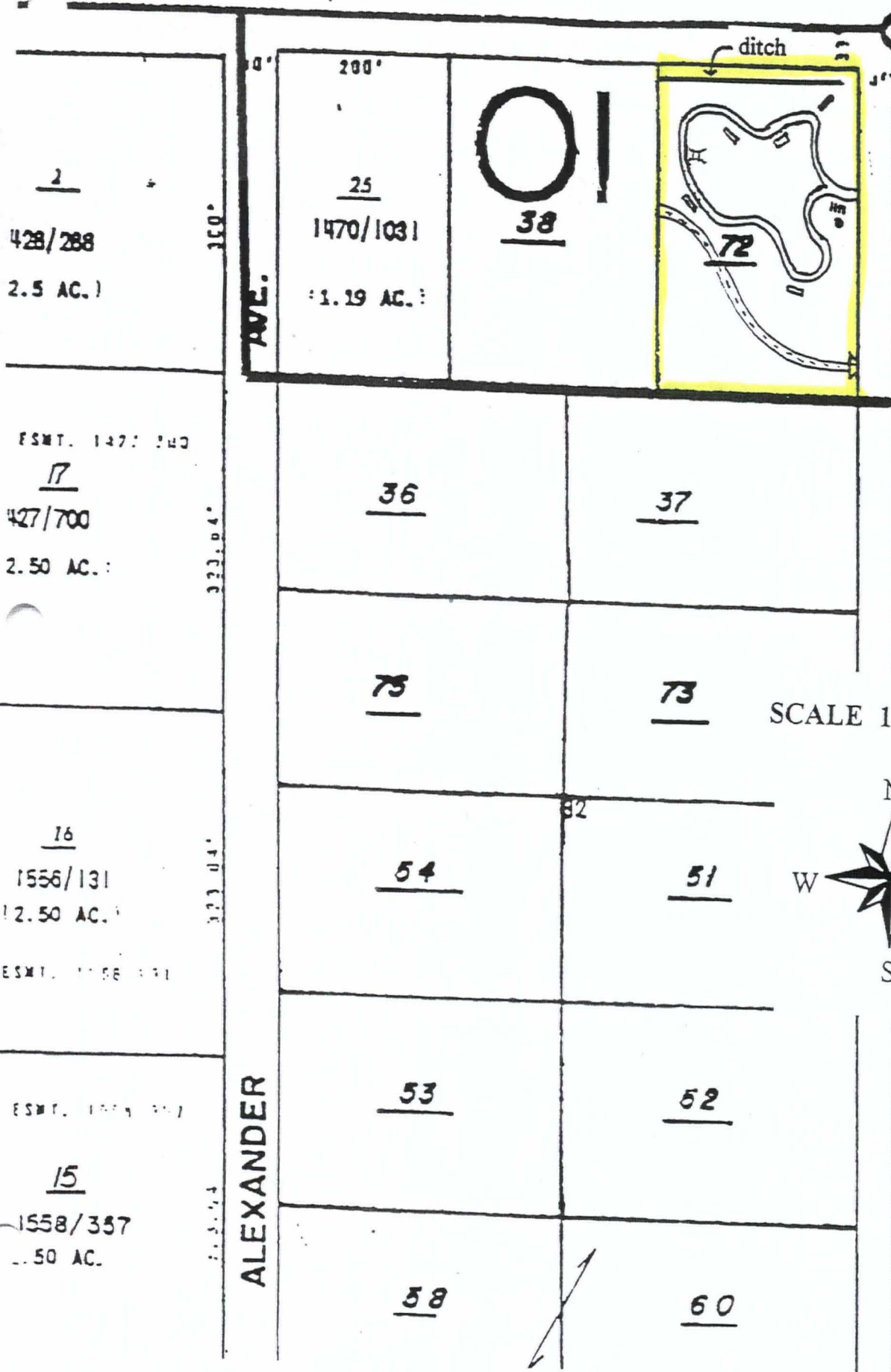
323.04'

15  
1558/357  
2 AC.

333.04'

PROPOSED IMPROVEMENTS MAP# 2 B

36



LEGEND

- culvert
- signage
- bike rack
- trash
- walking trail
- creek
- picnic table
- Project Boundaries
- benches

SCALE 1" = 150'



ALEXANDER

2  
428/288  
2.5 AC.

ESMT. 147: 243  
17  
427/700  
2.50 AC.

16  
1556/131  
2.50 AC.  
ESMT. 1156: 131

ESMT. 1054: 357  
15  
1558/357  
2.50 AC.

200'  
25  
1470/1031  
1.19 AC.

38

36

37

75

73

54

51

53

52

58

60

CURRENT IMPROVEMENTS MAP# 3A

2184 10'

F O A S S . 5 . 4 E E ' W I D E

LEGEND

Project Boundaries

No current improvements

01

254

71' 653  
EX. RC.

253

286

27

251

SCALE 1" = 150'



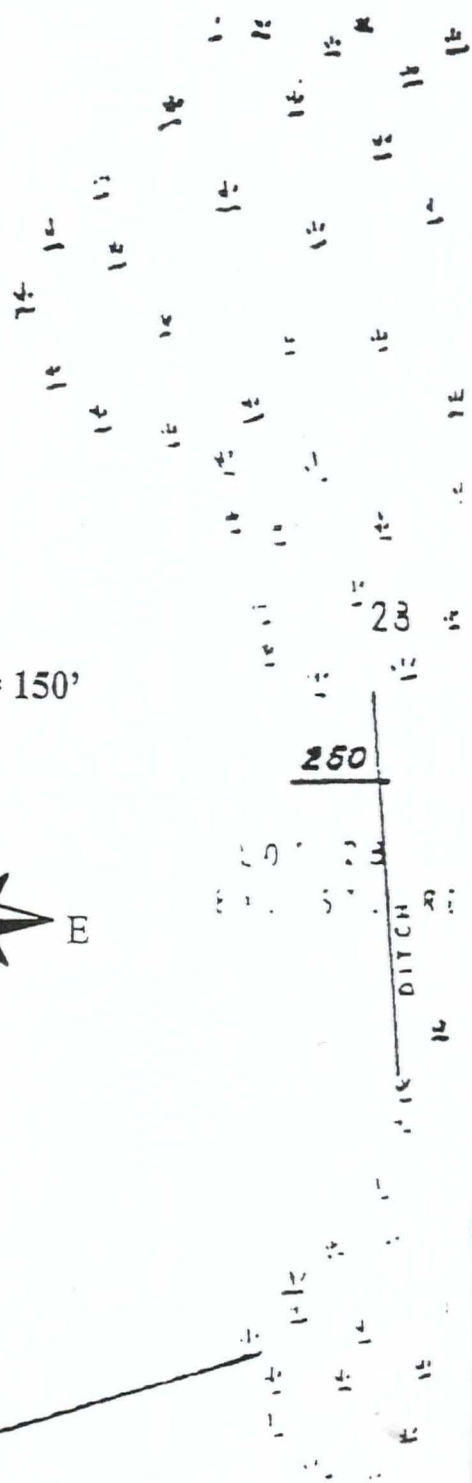
252

EX. RD. R/W

250

DITCH

DITCH





# PROPOSED IMPROVEMENTS MAP# 3B

\* Traffic light (DOT proposed)

2188 10'

F O A S . 3 . 4 E F ' W I D E

254

31' 655  
EX. RC.

253

286

27

251

future  
Connection  
to  
Marie St  
Bike  
Trail

SCALE 1" = 150'



252

EX. RD. R/W

## LEGEND

- signage
- trash
- walking and bike trail
- Project Boundaries


250

DITCH



Jerry Taber /DCA/FLEOC  
05/20/2011 02:38 PM

To bwfree@townofmalabar.org  
cc  
bcc

Subject Re: Fw: FCT Projects 95-063-P56 and 96-019-P7A 

Hi Boni,

It was a pleasure talking to you May 19, 2011 relating to installing a disc golf course on an FCT funded site. For your information, if any resident contacts FCT seeking approval to construct a recreational facility on an FCT funded site, FCT staff would have advised them to contact the Town and then the Town would have to submit a request to FCT for approval to install the recreational facility. We do not recall discussing this matter with Hans Kemmler.

So, if the town wishes to install a disc golf course at the Richard E. Cameron Preserve (aka Malabar Sanctuary Preserve Phase I & II), the Town of Malabar should make the request in writing and provide a revised Management Plan text. This request must identify the specific word changes (using underline for addition and ~~strike-out~~ for deletions, if any) on the affected pages of the Management Plan. Also, the Town must submit a modified master site plan showing the project boundaries and location of the proposed disc golf course along with all other as built facilities.

If you have any other question don't hesitate to call me.

Thanks,

Jerry Taber  
Planner IV  
Florida Communities Trust  
Sadowski Building  
2555 Shumard Oak Boulevard  
Tallahassee, FL., 32399-2100  
Phone (850) 413-8342  
Jerry.Taber@dca.state.fl.us

David Copps/DCA/FLEOC

David Copps /DCA/FLEOC  
05/19/2011 03:04 PM

To Jerry Taber/DCA/FLEOC@fleoc  
cc

Subject Fw: FCT Projects 95-063-P56 and 96-019-P7A

Jerry, here is the email from Malabar concerning disk golf on an FCT park . I told Bonnie that you are the Planner for that region and gave her your phone number. Thanks, David

David Copps  
Florida Communities Trust  
2555 Shumard Oak Boulevard



Tallahassee, Florida 32399-2100  
850/922-1705 • Fax 850/921-1747  
e-mail: David.Copps@dca.state.fl.us  
www.floridacommunitiestrust.org

----- Forwarded by David Copps/DCA/FLEOC on 05/19/2011 03:02 PM -----



"Bonilyn Wilbanks "

<bwfree@townofmalabar.org

>

05/19/2011 02:59 PM

To <david.copps@dca.state.fl.us>

cc "Town Clerk / Treasurer" <townclerk@townofmalabar.org>

Subject FCT Projects 95-063-P56 and 96-019-P7A

David,

Thank you for taking my call today.

Basically we have several concerns which I will highlight by bullets to make it easier to address:

- Resident has stated that he has contacted your offices (Hans Kemmler) regarding the above project land being used as a Disc Golf Park and that you approved the group's use for this conservation land and approved them adding cement pads for each pin of which there are 18 pins. I have attached a photo of the cement pad. Currently only half of the pins have pads. The pins can stand and be used without the cement.
- I know that in the past Ed advised us that they have phone logs maintained for anyone that they spoke to. Our resident will not tell us who he spoke to that gave approval, nor will he provide any written approval documentation for our files.
- If this was to be approved, I believe that the management plan should reflect this use and approval. How would I go about getting that done.
- Last but not least I need to update your records with my name change which is Bonilyn Wilbanks. I have dropped the Free in my name.

Again thanks.

Bonilyn Wilbanks  
Town Administrator  
Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950  
Ph: 321.727.7764  
Fax: 321.722.2234  
www.townofmalabar.org

*Please Note: Florida has a broad public records law. As a result, any written communication created or received by Town of Malabar officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request; do not send electronic mail to this office. Instead, contact our office by phone or in writing.*



This document prepared by:  
Ann J. Wild  
Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399

**Sandy Crawford**  
Clerk Of Courts, Brevard County  
#Pgs: 11 #Names: 2  
Trust: 6.00 Rec: 45.00 Serv: 0.00  
Deed: 0.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

FLORIDA COMMUNITIES TRUST  
P8A AWARD# 95-063-P56  
FCT Contract# 00-CT-3X-95-56-51-067

**GRANT AWARD AGREEMENT**

THIS AGREEMENT is entered into this 7<sup>th</sup> day of June, 2000, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and TOWN OF MALABAR, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

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

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

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

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

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

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

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

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

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

#### I. GENERAL CONDITIONS.

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

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation



2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

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

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

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

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

FCT:

Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
ATTN: Executive Director

FCT Recipient:

TOWN OF MALABAR  
2225 MALABAR RD  
MALABAR, FL 32550  
ATTN: WILLIAM HALL

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

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

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

GAA\95-063-P56  
5/15/00



Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

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

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

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

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

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

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

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

GAA\95-063-P56

5/15/00

4



CFN:2000171482

OR Book/Page: 4215 / 3067

uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

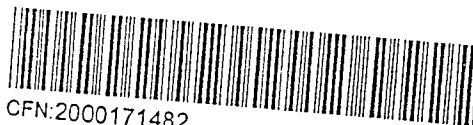
**V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.**

1. The FCT Recipient shall provide outdoor recreational facilities including nature trails, bridle paths, interpretive signage and scenic overlooks on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.

2. The timing and extent of a vegetative communities and plant species survey of the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.

3. The sand pine scrub, blackwater creek, xeric hardwood, hydric hammock and depressional wetlands that exist on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

4. The Project Site shall be managed in a manner that optimizes habitat for listed wildlife species that utilize or could





potentially utilize the Project Site, including the scrub jay, alligator, gopher tortoise, indigo snake and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

5. The FCT Recipient shall ensure that the Project Site and listed animal species and their habitat are sufficiently buffered from the adverse impacts of adjacent land uses.

6. The FCT Recipient shall restore 6 acres of the Project Site by removing exotic vegetation and replanting with native vegetative species.

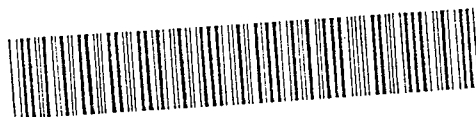
7. The FCT Recipient shall remove improperly placed fill from the Project Site and install culverts to restore the natural hydrology of the site. The FCT Recipient shall coordinate with the St. Johns River Water Management District in the development and implementation of a stormwater management and hydrologic restoration plan for the Project Site.

8. The FCT Recipient shall coordinate the management of the Project Site with the adjacent Turkey Creek Sanctuary Park and develop a greenway management strategy designed to link local and regional conservation and recreation lands.

9. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The FCT Recipient shall coordinate with Division of Forestry and Game and Fresh Water Fish Commission on the development of a prescribed burn plan for the Project Site.

10. Prior to the commencement of any proposed development activities, measures will 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.

11. Access to the Project Site by pedestrians, bicyclists and persons on non-motorized vehicles shall be promoted except in those areas where resource protection considerations warrant limiting access.



12. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

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

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

Witness:

Debbie K. Franklin  
Witness Name:

Wron Murray  
Witness Name:

TOWN OF MALABAR  
a political subdivision  
of the State of Florida

BY: [Signature]  
Its:

Date: 5/23/00

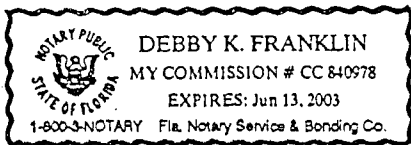
Attest: Susan Kalana  
Clerk

Accepted as to Legal Form and  
Sufficiency:

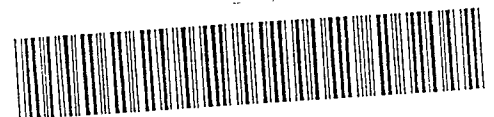
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23  
day of MAY, 2000, by William Hall, as  
TOWN ADMINISTRATOR. He/She is personally known to me.



Debbie K. Franklin  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: 6/13/03



FLORIDA COMMUNITIES TRUST

Carrie Hall  
Witness Name: CARRIE HALL

James A. Farr  
Witness Name: JAMES A. FARR

Ralph Cantral  
Ralph Cantral,  
Acting Executive Director  
Date: 6/7/00

Accepted as to Legal Form and  
Sufficiency:

Ann J. Wild  
Ann J. Wild, Trust Counsel  
Date: 6/6/00

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7  
day of June, 2000, by Ralph Cantral, as Acting  
Executive Director of the Florida Communities Trust. He is  
personally known to me.



DARRAH L. BAGLEY  
COMMISSION # CC716067  
EXPIRES FEB 12, 2002  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Darrah L. Bagley  
Notary Public  
Print Name: Darrah L. Bagley  
Commission No. CC716067  
My Commission Expires: 02.12.2002



CFN:2000171482  
OR Book/Page: 4215 / 3073

EXHIBIT "A"

The Northwest one-quarter (1/4) of the Northeast one-quarter(1/4) of Section 35, Township 28 South, Range 37 East, Brevard County, Florida.

LESS AND EXCEPT:

The West one-half(1/2) of the Northwest one-quarter(1/4) of the Northeast one-quarter(1/4) of Section 35, Township 28 South, Range 37 East, Brevard County, Florida.

AND ALSO:

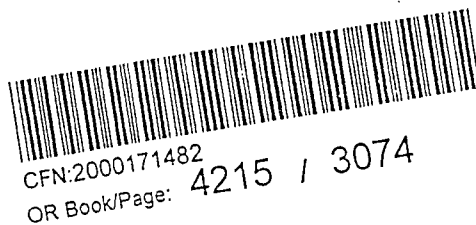
The Northwest one-quarter (1/4) of the Northwest one-quarter (1/4), Section 36, Township 28 South, Range 37 East, Brevard County, Florida, a|k|a Lots 25 and 26 of FLORIDA INDIAN RIVER LAND COMPANY, according to the plat thereof, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida.

AND ALSO:

The East  $\frac{1}{2}$  of Lot 31 and the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  in Section 35, Township 28 South, Range 37 East, (a/k/a Lot 32), all lying in Florida Indian River Land Company Subdivision, in Section 35, Township 28 South, Range 37 East as recorded in Plat Book 1, Page 164 of the Public Records of Brevard County, Florida.

AND ALSO:

West half of Lot Thirty-One (W1/2 of Lot 31), in Section Thirty-Five (35), Township Twenty-Eight (28) South, Range Thirty-Seven (37) East, as located and described upon and by the map of the subdivision of the lands of Florida-Indian River Company, in Plat Book 1, Page 164, located in the Brevard County, Florida.



PHASE I  
95-063-P56  
11/20/95

**FCT/P2000-56 STAFF EVALUATION REPORT--Summary**

**PROJECT NAME:** Malabar Sanctuary Greenway  
95-063-P56

**LOCAL GOVERNMENT APPLICANT:** Town of Malabar

**NAMES OF OTHER APPLICANTS IF A PARTNERSHIP:** N/A

**ESTIMATED PROJECT COST:** \$1,119,299

**AMOUNT OF AWARD REQUESTED:** \$1,119,299

**LOCAL MATCH:** \$0

The Town of Malabar is requesting a 100 percent FCT award. The April 1, 1994, population estimate for the Town of Malabar was 2,255. (Source: University of Florida, Bureau of Economic and Business Research)

The Town of Malabar qualifies for an unmatched grant as a small local government according to Rule 9K-4.0031(6)(c), F.A.C.

**ACREAGE:** 123.4

**JUVENILE PROGRAM COMPONENT:** No

**COMPREHENSIVE PLAN STATUS:** In Compliance

**PROJECT SCORES BY EVALUATION CATEGORY**

(1) Furtherance of Growth Management 65

*Note: Pursuant to Rule 9K-4.010(2)(c), F.A.C., the score in this section, when finalized, will be adjusted upward by a factor of 1.5.*

(2) Furtherance of Natural Resource Conservation, Coastal Protection, and Outdoor Recreation 80

(3) Innovative, Unique, and Outstanding Features 15

**PROJECT SUMMARY:**

192.5

The purposes of the acquisition are to protect listed species and a potable water supply area, provide a link in a local greenway network, and provide outdoor recreation opportunities. Proposed management of the site provides for the removal of exotic vegetation and replanting with native species, hydrological restoration and prescribed burning. Proposed improvements to the

site include nature trails, bridle paths, interpretive signage and scenic overlooks.

The site includes two parcels that are contiguous by Malabar Road. The site is south of Turkey Creek Sanctuary Park in the City of Palm Bay and includes two tributaries to Turkey Creek. Land uses adjacent to the site include agricultural and residential uses. Future land use designations adjacent to the site include residential development.

The project site is vegetated by blackwater creek, sand pine scrub, xeric hardwood, hydric hammock and depressional marsh communities. Listed animal species using the site as habitat include the gopher tortoise, scrub jays, american alligator, indigo snake, and various bird species.

**LOCAL GOVERNMENT PROFILE:**

The City of Malabar is located in the southern end of Brevard County, south of Melbourne, between I-95 and the Indian River Lagoon. Malabar has about 11.5 square miles of land. In 1988, the City was 51% undeveloped; less than 1% was commercial, 2% was industrial, and 17% was residential. Residential densities have historically been relatively very low, due in part to poor soil suitability for septic tanks; 94% of the developed residential area had densities averaging about 1 DU per 2 acres.

The 1990 Census permanent population was 1,977 and is projected to reach a seasonal and permanent total of 4,816 by the year 2010. The Town's planning timeframes are 1995 and 2010. No public water or sanitary sewer systems exist in the City; nearly all developed sites rely upon individual, shallow wells and individual septic tanks. Solid waste is disposed of at the Brevard County landfill. I-95 and US 1 basically form the west and east boundaries of the City; SR 514 connects I-95 and US 1.

(Source: Division of Resource Planning and Management, Department of Community Affairs)

**COMMENTS:**

The St. Johns River Water Management District commented that acquiring the site would benefit local water quality and the Indian River Lagoon, and would restore natural floodplains.

**PROJECT SCORING**

**(1) FURTHERANCE OF GROWTH MANAGEMENT AND COMPREHENSIVE PLAN IMPLEMENTATION (UP TO 105 POINTS)**

- (a) Growth Management Objectives. The project supports and furthers growth management objectives as they relate to natural resource conservation, coastal protection, and outdoor recreation (up to 35 points):

5

1. The local comprehensive plan and land development regulations provides for the protection of natural resources, coastal resources or outdoor recreational activities from adverse impacts that may result from uses or activities occurring on adjacent lands (5 points).

Objective 1-3.1 and Policy 1-3.1.6 of the Future Land Use Element states that development within the City shall be coordinated with soils, vegetation, natural habitat, potable water well fields and other environmentally sensitive land and water resources. City ordinance 1.4.9.SF regulates land and water uses to ensure the compatibility of adjacent land uses. This plan directive and ordinance would regulate activities on and adjacent to the project site.

10

2. The proposed project will assist the applicant in ensuring the proper location and distribution of appropriate residential or urban densities (10 points).

The comprehensive plan allows for urban types of development even though the property is characterized as environmentally sensitive and supports endangered species. The proposed acquisition will preserve an environmentally sensitive site for passive recreation by directing urban uses to other more appropriate sites.

0

3. The proposed project will help rectify land use conflicts associated with antiquated subdivisions or vested land uses that became non-conforming as a result of adoption of the local comprehensive plan (10 points).

The applicant stated that developing the project site in accordance with allowable uses under the City's adopted comprehensive plan would be in conflict with the protection of the floodplain and natural resources. However, the project site is designated for residential use and this is not a land use conflict associated with antiquated subdivisions or vested land uses that became nonconforming as a result of the adoption of the local comprehensive plan.

10

4. The proposed project will provide additional outdoor recreation opportunities within the urban service area (10 points).

**The City is becoming increasingly urbanized and provides services adjacent to the project site. The project site will provide additional outdoor recreation opportunities within the community.**

- (b) Local Comprehensive Plan Provisions for Natural Resource Conservation, Coastal Protection, and Outdoor Recreation. Acquisition of the project site will assist the local government in furthering the local comprehensive plan directives set forth in the objectives and policy statements contained in the plan elements that provide for natural resource conservation, coastal protection, and outdoor recreation. When used in this part, the term "furthered" means that proposed projects will assist the local government in realizing goals, objectives, or policy directives of the comprehensive plan. Up to 70 points based on whether:

5

1. Comprehensive plan directives that ensure the protection of natural areas through public acquisition are furthered by the proposed project (5 points).

**Policy 1-1.4 of the Future Land Use Element calls for use of the capital budget to acquire land required for recreation and conservation. The project site will be used for conservation and recreation. Acquisition of the site would further this plan directive.**

5

2. Comprehensive plan directives that ensure the preservation of rare or threatened vegetative communities are furthered by the proposed project (5 points).

**Policy 1-3.1.6 of the Future Land Use Element provides performance standards to protect wetlands and native vegetation from the impacts of development. The project site contains listed sand pine scrub, blackwater creek, xeric hardwood, hydric hammock and depressional marsh communities.**

5

3. Comprehensive plan directives that provide for standards or programs to ensure the protection of listed animal species or habitats of listed species are furthered by the proposed project (5 points).

**Policy 6-1.8.2 of the Conservation Element provides for the protection of wildlife and wildlife habitat. The project site provides habitat for listed animal species**



including the scrub jay, gopher tortoise, american alligator, indigo snake, and various bird species.

5

4. Comprehensive plan directives that ensure the protection or enhancement of beach, or shoreline ecosystems, are furthered by the proposed project (5 points).

Policy 1-3.11.8 of the Future Land Use Element provides for the protection of the tributaries of Turkey Creek. The project site would preserve a tributary of Turkey Creek. Acquisition of the site would further this plan directive.

5

5. Comprehensive plan directives that provide for standards or programs to restore or enhance degraded natural areas (including, but not limited to, removal of non-native vegetation, reforestation, shoreline or dune restoration, or restoration of natural hydrology) are furthered by the proposed project (5 points).

Objective 5-1.1 of the Coastal Management Element provides for the removal of invasive exotic species. The applicant proposes to remove exotic vegetation from the proposed site and acquisition of the site would further these plan directives.

5

6. Comprehensive plan directives that ensure the protection or enhancement of surface and groundwater quality are furthered by the proposed project (5 points).

Objective 4-2.1 of the Public Utilities Element provides for the protection of potable water supply areas and drainageways. The project site includes tributaries to Turkey Creek, a natural drainage feature, and would assist in the protection of the ecological and hydrological functions of this area and the associated surface water quality.

5

7. Comprehensive plan directives that provide for standards or programs to protect or restore aquatic vegetation (including, but not limited to, aquatic weed control, restoration or creation of aquatic grass beds, or shoreline restoration) are furthered by the proposed project (5 points).

Policy 5-1.2.1 of the Coastal Management Element provides for the protection of shorelines and buffer zones for wetlands and submerged lands. This policy is implemented through the City's Landscaping Ordinance. The project site includes tributaries to Turkey Creek,

composed on wetlands and aquatic vegetation. Acquisition of the site would protect this aquatic vegetation and further this plan directive.

5

8. Comprehensive plan directives that ensure or enhance public access to publicly-owned or publicly accessible natural areas (including, but not limited to, water bodies, saltwater beaches, and to existing protected areas) are furthered by the proposed project (5 points).

Policy 7-1.4.1 of the Recreation and Open Space Element states that access be provided to Turkey Creek and its tributaries. The project site would provide additional public access within the Turkey Creek area. Acquisition of the site would further this plan directive.

0

9. The proposed project will provide for acreage or outdoor recreational facilities necessary to maintain or improve levels of service or other standards established in the comprehensive plan for outdoor recreation areas (10 points).

The applicant did not cite a plan directive that provides for acreage or outdoor recreational facilities necessary to maintain or improve levels of service, as specified by this criterion.

0

10. Comprehensive plan directives that ensure the provision of facilities for outdoor recreation activities (including, but not limited to, nature trails or boardwalks, waterway trails, interpretive displays, educational programs, or wildlife observation areas) are furthered by the proposed project (5 points).

The applicant did not identify directives from the comprehensive plans that ensure the provision of facilities for outdoor recreation activities, as specified by this criterion.

0

11. Future land use designations or comprehensive plan directives with the purpose of creating natural area greenways consisting of environmentally sensitive lands or outdoor recreation opportunities are furthered by the proposed project (5 points).

The applicant stated that the City Commission adopted a resolution to create a greenway. The applicant did not identify directives from the City's comprehensive plan that designate or create natural area greenway network consisting of environmentally sensitive lands or outdoor recreation opportunities, as specified by this criterion.

0

12. Comprehensive plan directives that ensure the preservation of unique geological and historical sites are furthered by the proposed project (5 points).

The applicant cited several comprehensive plan directives relating to natural resource protection. The project site does not possess any unique geological or historical features. Acquisition of the site would not further the plan directives cited.

0

13. Comprehensive plan directives that provide for coordination with existing resource protection plans such as resource planning and management committee plans, aquatic preserve management plans, and estuarine sanctuary plans are furthered by the proposed project (5 points).

Policies 1-13.7.1 of the Future Land Use Element requires the City to coordinate with other governments concerning development and conservation issues impacting the Indian River Lagoon Aquatic Preserve. This directive does address any specific resource protection plan nor does it require the implementation of existing resource protection plans.

65

PRELIMINARY TOTAL FOR FURTHERANCE OF GROWTH MANAGEMENT

*Note: Pursuant to Rule 9K-4.010(2)(c), F.A.C., the score in this section, when finalized, will be adjusted upward by a factor of 1.5.*

**(2) FURTHERANCE OF NATURAL RESOURCE CONSERVATION, COASTAL PROTECTION, AND OUTDOOR RECREATION (UP TO 100 POINTS)**

(a) Protection of Vegetative Communities. Ecologically viable natural vegetative communities occur on the project site. Up to 20 points based on whether:

5

1. The project site contains predominantly native forested or non-forested vegetative communities that have not been subjected to significant disturbances or alteration as a result of current or past human activities (5 points).

**The project site contains predominately native vegetative communities including sand pine scrub, blackwater creek, xeric hardwood, hydric hammock and depressional marsh communities. A minor portion of the site has been impacted by invasive exotic species.**

5

2. The project site contains native vegetative communities or plant species that are recognized as rare or threatened locally or regionally in the applicable comprehensive regional policy plan, local comprehensive plan, or by the state (5 points).

**County environmental staff documented that the project site contains sand pine scrub, blackwater creek, xeric hardwood, hydric hammock and depressional marsh communities, which are listed vegetative communities.**

5

3. The project site contains types of vegetative communities recognized by the Florida Natural Areas Inventory as "imperiled" or "critically imperiled" (5 points).

**The project site contains a scrub community, which is recognized by the Florida Natural Areas Inventory as an imperiled vegetative community.**

5

4. Degraded or altered vegetative communities that occur on the project site will be restored or enhanced to their natural state in terms of biological composition and ecological function (5 points).

**The applicant proposes to restore 6 acres, or 5%, of the project site. Restoration will consist of removing exotic species and replanting with native vegetative species, and installing culverts to improve flow patterns of the tributary.**

(b) Protection of Wildlife. The project site protects wildlife populations or their habitat. Up to 15 points, based on whether:

5 1. The project site contains habitat recognized by appropriate state or federal agencies as typically suitable for one or more listed animal species (5 points).

The project site contains undisturbed sand pine scrub, blackwater creek, xeric hardwood, hydric hammock and depressional marsh communities. These communities are recognized as providing habitat for listed animal species including the gopher tortoises, scrub lizards, indigo snakes and scrub jays.

5 2. One or more listed animal species have been recently documented by professionally accepted methods to use all or a portion of the project site as habitat (5 points).

County biologists have documented the presence of scrub jays on the project site.

5 3. The project site supports or is critical to the recovery or maintenance of regionally significant populations (as recognized by the appropriate agency) of one or more listed animal species, or colonial or migratory birds (5 points).

The applicant stated that the project site supports the recovery and maintenance of regionally significant populations of scrub jays. This was supported by a report prepared by the Florida Game and Fresh Water Fish Commission.

(c) Protection of Water Resources. The project site protects the quality and quantity of surface and groundwater resources. Up to 15 points, based on whether:

5 1. The quality of surface waters occurring on the project site is proposed to be improved through programs including, but not limited to, the elimination of pollution sources, or restoration of aquatic habitat (5 points).

The applicant stated that fill will be removed from the project site and existing culverts will be improved to improve the quality of stormwater runoff from the site into Turkey Creek.

5

2. Surface water resources occurring on or adjacent to the project site are designated as Class II waters, Outstanding Florida Waters, a National Estuary or Marine Sanctuary, aquatic preserve, wild and scenic river, or other local government special status designation intended to protect the natural resources and water quality of the waterbody (5 points).

**The project site is adjacent to Turkey Creek, which is part of the Malabar to Sebastian Aquatic Preserve. These waters are also designated Outstanding Florida Waters.**

5

3. The project site protects prime aquifer recharge areas or potable water supply areas as recognized by the applicable water management district, United States Geological Survey, or (with appropriate support documentation) other local, state, or federal agencies (5 points).

**The project site is adjacent to the municipal well field which is used as a potable water source for city residents.**

- (d) Providing Outdoor Recreation. The project site provides for outdoor recreation opportunities. Up to 50 points, based on whether:

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1. The project site will be utilized as urban open space and is accessible and usable to the population concentrations located within the local government's jurisdiction (10 points).

**The project site is located near lands that are either developed or designated for urban uses by the Future Land Use Map. The project site abuts local roads that will easily facilitate public access to the site.**

10

2. The proposed project will provide nature trails, boardwalks, waterway trails, wildlife observation areas, scenic overlooks, interpretive displays or other such facilities to promote outdoor recreation with as minimal disturbances as possible to the natural resources on the project site (10 points).

**The applicant proposes to provide nature trails, bridle paths, interpretive signage and scenic overlooks on the project site.**

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3. The acquisition of the project site will provide for new or enhanced access for outdoor recreational or management purposes to other natural areas used for

outdoor recreation including, but not limited to existing parks, greenways and waterways (10 points).

The project site will provide enhance access to Turkey Creek Sanctuary Park and other park areas located along Turkey Creek for outdoor recreation.

0

4. The project site contains intact salt or freshwater beach that will be managed for recreation uses while preserving the natural character and functions of the site (10 points).

**Not Applicable.**

0

5. The proposed project will provide educational programs and other such facilities on the project site to promote protection of natural resources (10 points).

The applicant referred to the interpretive center at Turkey Creek Sanctuary but did not propose any educational programs or other such facilities on the project site.

80

PRELIMINARY TOTAL FOR FURTHERANCE OF NATURAL RESOURCES CONSERVATION, COASTAL PROTECTION, AND OUTDOOR RECREATION

(3) INNOVATIVE, UNIQUE, AND OUTSTANDING PROJECT ELEMENTS (UP TO 90 POINTS)

- 5 (a) Acquisition. The proposed project provides for alternatives to the acquisition of fee interests in land, including, but not limited to, acquisition of less than fee interest of all or a significant portion of the project site through conservation easements, development rights, leases, and leaseback arrangements (5 points).

The applicant stated that a conservation easement would be obtained that covers a portion of the project site. The applicant supplied a letter from the City Manager and the President of the Homeowners Association to confirm this.

- 0 (b) Management. The proposed project will provide for innovative and outstanding land and/or water management techniques or facilities design that promote natural resource conservation, coastal protection, or outdoor recreation (5 points).

The proposed management plan is adequate to meet the intent of Preservation 2000 acquisitions and appears to be appropriate for the site, but does not demonstrate innovative or outstanding features as specified in this criterion.

- 0 (c) Special Planning and Management Areas. (5 Points)

1. Areas of Critical State Concern. The project site is located within an Area of Critical State Concern as designated pursuant to Section 380.05, Florida Statutes, and the applicant is not requesting funding under Rule 9K-4.0031(6)(b), Florida Administrative Code (5 points); or,

**Not Applicable.**

2. Resource Planning and Management Areas. The project site is located within a Resource Planning and Management Area as designated pursuant to Section 380.045, Florida Statutes (5 points).

**Not Applicable.**

- 0 (d) Unique Site Features. The project site contains unique natural features, or historical, archeological or cultural sites as recognized in the local comprehensive plan or by the appropriate state or federal agency (10 Points).



The project site does not contain any unique natural features, or historical, archeological or cultural sites, as recognized in the local comprehensive plan or by state or federal agencies.

- 0 (e) Multiple Benefits. The acquisition of the project site is being pursued in conjunction and collaboration with other state, federal, local, or non-profit agencies acquiring adjacent lands. The multiple acquisition of these sites by multiple agencies will provide synergistic benefits for resource conservation and/or outdoor recreation (5 points).

The applicant did not provide documentation that acquisition of the project site is being pursued in conjunction and collaboration with other state, federal, local, or non-profit agencies acquiring adjacent lands.

- 0 (f) Neighborhood Park. The entire site is proposed for use as a neighborhood park less than 10 acres and located along streets where people can walk or bike without encountering heavy traffic, or is of a size defined as a neighborhood park in the local plan (10 points).

The project site is greater than 10 acres and does not conform with the definition of a neighborhood park as described in the local comprehensive plan.

- 0 (g) Urban Core Park. The project site is located within a built up commercial, industrial, or mixed use area and functions to intersperse congested urban core areas with open areas (10 points).

The project site is not located within a built up commercial, industrial, or mixed use area.

- 0 (h) Providing a Greater Share of the Match. The applicant is committed to providing a greater percentage of a local match for an award. Up to 20 points based on whether:

1. the applicant provides a local match for 50 percent or more of the project costs (10 points); or

**Not Applicable.**

2. the applicant provides a local match for 55 percent or more of the project costs (15 points); or

**Not Applicable.**

3. the applicant provides a local match for 60 percent or more of the project costs (20 points).

**Not Applicable.**

- 10 (i) Greenway Network. The project will enhance a local or regional network of linked greenways by connecting two or more greenways, by extending existing greenways, or by contributing to closing gaps in existing greenways (10 points).

**The City Commission adopted a resolution to create the Malabar Sanctuary Greenway. Acquiring the project site will link the site with Turkey Creek Sanctuary Park and other park areas located along Turkey Creek.**

- \_\_\_\_\_ (j) Project Excellence. The proposed project furthers natural resource conservation, coastal protection, outdoor recreation or growth management in a manner that cannot be adequately evaluated with the criteria established elsewhere in this rule chapter (up to 10 points).

**No additional information concerning natural resource conservation, coastal protection, or outdoor recreation was presented that was not covered in the criteria established elsewhere in the application.**

- 15 PRELIMINARY TOTAL FOR INNOVATION, UNIQUE, AND OUTSTANDING PROJECT ELEMENTS

Return to Freese, Nash, & Torpy, P.A.



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OR Book/Page: 3975 / 2450

This document prepared by:  
Ann J. Wild  
Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399

1107734

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 11 #Names: 2  
Trust: 6.00 Rec: 45.00 Serv: 0.00  
Deed: 0.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

FLORIDA COMMUNITIES TRUST  
P7A AWARD# 96-019-P7A  
FCT Contract# 99-CT-5F-57.7A-52-019

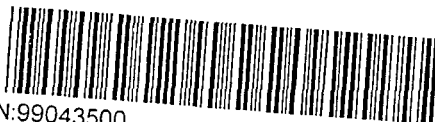
**GRANT AWARD AGREEMENT**

THIS AGREEMENT is entered into this 10<sup>th</sup> day of FEBRUARY, 1999, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and TOWN OF MALABAR, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

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

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

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



CFN:99043500

OR Book/Page: 3975 / 2451

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

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

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

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

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

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

**I. GENERAL CONDITIONS.**

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

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation



2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

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

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

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

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

FCT: Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
ATTN: Executive Director

FCT Recipient: Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950-4427  
ATTN: William Hall,  
Town Administrator

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

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

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal



CFN:99043500

OR Book/Page: 3975 / 2453

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

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

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

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

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

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

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

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



uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

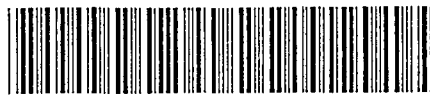
f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

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

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

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





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

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

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

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

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

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

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

1. The FCT Recipient shall provide outdoor recreational facilities including nature trails, bridle paths, interpretive signage and scenic overlooks on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.

2. The timing and extent of a vegetative communities and plant species survey of the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.

3. The blackwater creek, hydric hammock and depressional marsh communities that exist on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

4. The Project Site shall be managed in a manner that optimizes habitat for listed wildlife species that utilize or could



potentially utilize the Project Site, including the scrub jay, indigo snake, saltmarsh snake, alligator, gopher tortoise and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

5. The FCT Recipient shall ensure that the Project Site and listed animal species and their habitat are sufficiently buffered from the adverse impacts of adjacent land uses.

6. The FCT Recipient shall restore four acres of the Project Site by removing exotic species and replanting with native vegetation.

7. The FCT Recipient shall improve water quality on the Project Site by removing debris and fill, planting wetland vegetation to control sedimentation and removing or improving existing culverts to improve hydrological flow patterns within the Turkey Creek watershed.

8. The FCT Recipient shall coordinate with the St. Johns River Water Management District in the development and implementation of a hydrologic restoration and stormwater management plan for the Project Site.

9. The FCT Recipient shall incorporate the Project Site into an overall greenway management and resource protection strategy that includes the Malabar Sanctuary Greenway and the Turkey Creek and Indian River Lagoon Greenway networks being established within the City of Palm Bay.

10. The FCT Recipient shall remove all trash and debris from the Project Site.

11. Prior to the commencement of any proposed development activities, measures will 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.

12. Access to the Project Site by pedestrians, bicyclists and persons on non-motorized vehicles shall be promoted except in those areas where resource protection considerations warrant limiting access.



CFN:99043500

OR Book/Page: 3975 / 2458

13. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

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

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

Witness:

TOWN OF MALABAR,  
a political subdivision  
of the State of Florida

Debby K. Franklin  
Witness Name:

BY: William Hall  
Its:

Vivian Murray  
Witness Name:

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

Attest: Jessie Killion  
Clerk

Accepted as to Legal Form and  
Sufficiency:

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

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 22  
day of JANUARY, 1999, by William Hall, as  
TOWN ADMINISTRATOR. He/She is personally known to me.

Debby K. Franklin  
Notary Public  
Print Name: Debby K. FRANKLIN  
Commission No. \_\_\_\_\_  
My Commission Expires: 6-13-99



CFN:99043500

OR Book/Page: 3975 / 2459

FLORIDA COMMUNITIES TRUST

Janice D. Rubinio  
Witness Name:

Steven M. Seibert for  
Steven M. Seibert, Chair

Paula J. Kudva  
Witness Name:

Date: 2/16/99

Accepted as to Legal Form and Sufficiency:

Ann J. Wild  
Ann J. Wild, Trust Counsel

Date: 2/3/99

STATE OF FLORIDA  
COUNTY OF LEON

D. Steven Pfeiffer

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 1999 by Steven M. Seibert, as Chair of the Florida Communities Trust. He is personally known to me.



Janice D. Rubinio  
MY COMMISSION # 0075490 EXPIRES  
December 10, 2000  
BONDED THROUGH FARM INSURANCE, INC.

Janice D. Rubinio  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit "A"

CFN:99043500

OR Book/Page: 3975 / 2460



*LEGAL DESCRIPTION*

All of Lot 1, WEBER ROAD ACRES, as recorded in Plat Book 43, page 69, of the Public Records of Brevard County, Florida.

LESS AND EXCEPT:

That portion of Lot 1, WEBER ROAD ACRES, recorded in Plat Book 43, page 69, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the aforesaid Lot 1; thence South 00°32'36" West along the East line of Lot 1 for a distance of 150.00 feet to the Point of Beginning of the herein described parcel of land; thence continue South 00°32'36" West along said East line for a distance of 330.80 feet to the Northeast corner of Lot 2, WEBER ROAD ACRES; thence North 89°16'21" West along the North line of Lot 2, WEBER ROAD ACRES, for a distance of 626.04 feet; thence departing the North line of Lot 2, run North 00°33'43" E., for a distance of 330.26 feet; thence South 89°19'20" E., for a distance of 625.93 feet to the Point of Beginning.

Phase II  
96-019-P7A

**FCT/P2000-P7A STAFF EVALUATION REPORT--Summary**

**PROJECT NAME:** Malabar Sanctuary Greenway II  
96-019-P7A

**LOCAL GOVERNMENT APPLICANT:** Malabar

**NAMES OF OTHER APPLICANTS IF A PARTNERSHIP:** N/A

**ESTIMATED PROJECT COST:** \$1,021,691

**AMOUNT OF AWARD REQUESTED:** \$1,021,691

**LOCAL MATCH:** \$0

Malabar is requesting a 100 percent FCT award. The April 1, 1995, population estimate for Malabar was 2,313. (Source: University of Florida, Bureau of Economic and Business Research)

Malabar qualifies for an unmatched grant as a small local government according to Rule 9K-4.0031(6)(c), F.A.C.

**ACREAGE:** 95

**COMPREHENSIVE PLAN STATUS:** In Compliance

**PROJECT SCORES BY EVALUATION CATEGORY**

(1) Furtherance of Growth Management 65

*Note: Pursuant to Rule 9K-4.010(2)(c), F.A.C., the score in this section, when finalized, will be adjusted upward by a factor of 1.5.*

(2) Furtherance of Natural Resource Conservation,  
Coastal Protection, and Outdoor Recreation 75

(3) Innovative, Unique, and Outstanding Features 10

**PROJECT SUMMARY:**

The purposes of the acquisition are to protect listed species and a potable water supply, provide a link in a local greenway network, and provide outdoor recreation opportunities. Proposed management of the site provides for removal of exotic vegetation and replanting with native

96-019-P7A  
11/08/96

150  
32.5  
182.5  
182.5

species, hydrological restoration and prescribed burning. Proposed improvements to the site include nature trails and interpretive signage.

The project site consists of three sections of land that are contiguous with Malabar Road. The site is south of Turkey Creek Sanctuary Park in the City of Palm Bay and an FCT site funded during the P56 cycle (Malabar Sanctuary Greenway, #95-063-P56)), and includes three tributaries to Turkey Creek. Land uses adjacent to the site include agricultural, residential and vacant land uses. Future land use designations adjacent to the site include residential development.

The project site is vegetated by blackwater creek, pine flatwoods, wetlands, hydric hammock and depressional marsh communities. Listed animal species using the site as habitat include the american alligator, gopher tortoise, indigo snake, saltmarsh snake and numerous wading bird species.

#### **LOCAL GOVERNMENT PROFILE:**

The City of Malabar is located in the southern end of Brevard County, south of Melbourne, between I-95 and the Indian River Lagoon. Malabar has about 11.5 square miles of land. In 1988, the City was 51% undeveloped; less than 1% was commercial, 2% was industrial, and 17% was residential. Residential densities have historically been relatively very low, due in part to poor soil suitability for septic tanks; 94% of the developed residential area had densities averaging about 1 DU per 2 acres.

The 1990 Census permanent population was 1,977 and is projected to reach a seasonal and permanent total of 4,816 by the year 2010. The Town's planning timeframes are 1995 and 2010. No public water or sanitary sewer systems exist in the City; nearly all developed sites rely upon individual, shallow wells and individual septic tanks. Solid waste is disposed of at the Brevard County landfill. I-95 and US 1 basically form the west and east boundaries of the City; SR 514 connects I-95 and US 1.

(Source: Division of Resource Planning and Management, Department of Community Affairs)

#### **COMMENTS:**

The St. Johns River Water Management District commented that acquiring the site would benefit local water quality and the Indian River Lagoon, and would restore natural floodplains.

## PROJECT SCORING

### (1) FURTHERANCE OF GROWTH MANAGEMENT AND COMPREHENSIVE PLAN IMPLEMENTATION (UP TO 105 POINTS)

- (a) Growth Management Objectives. The project supports and furthers growth management objectives as they relate to natural resource conservation, coastal protection, and outdoor recreation (up to 35 points):

- 5 1. The local comprehensive plan and land development regulations provides for the protection of natural resources, coastal resources or outdoor recreational activities from adverse impacts that may result from uses or activities occurring on adjacent lands (5 points).

**Objective 1-3.1 and Policy 1-3.1.6 of the Future Land Use Element state that development within the City shall be coordinated with soils, vegetation, natural habitat, potable water well fields and other environmentally-sensitive land and water resources. City ordinance 1.4.9.SF regulates land and water uses to ensure the compatibility of adjacent land uses. This plan directive and ordinance would regulate activities on and adjacent to the project site.**

- 10 2. The proposed project will assist the applicant in ensuring the proper location and distribution of appropriate residential or urban densities (10 points).

**The comprehensive plan allows for urban types of development even though the property is characterized as environmentally sensitive, flood-prone and supports endangered species. The proposed acquisition will preserve an environmentally sensitive, flood-prone site for passive recreation by directing urban uses to other more appropriate sites.**

- 0 3. The proposed project will help rectify land use conflicts associated with antiquated subdivisions or vested land uses that became non-conforming as a result of adoption of the local comprehensive plan (10 points).

**The applicant stated that developing the project site in accordance with allowable uses under the City's adopted comprehensive plan would be in conflict with the protection of the floodplain and natural resources. The project site is designated for residential use. This is not a land use conflict associated with antiquated subdivisions or vested land uses that became nonconforming as a result of the adoption of the local comprehensive plan.**



10

4. The proposed project will provide additional outdoor recreation opportunities within the urban service area (10 points).

**The City is becoming increasingly urbanized and provides services adjacent to the project site. The project site will provide additional outdoor recreation opportunities within the community.**

- (b) Local Comprehensive Plan Provisions for Natural Resource Conservation, Coastal Protection, and Outdoor Recreation. Acquisition of the project site will assist the local government in furthering the local comprehensive plan directives set forth in the objectives and policy statements contained in the plan elements that provide for natural resource conservation, coastal protection, and outdoor recreation. When used in this part, the term "furthered" means that proposed projects will assist the local government in realizing goals, objectives, or policy directives of the comprehensive plan. Up to 70 points based on whether:

5

1. Comprehensive plan directives that ensure the protection of natural areas through public acquisition are furthered by the proposed project (5 points).

**Policy 1-1.4 of the Future Land Use Element calls for use of the capital budget to acquire land required for recreation and conservation. The project site will be used for conservation and recreation. Acquisition of the site would further this plan directive.**

5

2. Comprehensive plan directives that ensure the preservation of rare or threatened vegetative communities are furthered by the proposed project (5 points).

**Policy 1-3.5.4 of the Future Land Use Element states that rare and endangered flora and fauna having special status as identified in the Conservation Element shall be protected. The project site contains listed blackwater creek, hydric hammock and depressional marsh communities. These communities are identified in the Conservation Element as rare and endangered and requiring protection.**

5

3. Comprehensive plan directives that provide for standards or programs to ensure the protection of listed animal species or habitats of listed species are furthered by the proposed project (5 points).

**Policy 6-1.8.2 of the Conservation Element provides for protection of wildlife and wildlife habitat. This policy is implemented through the City's Land Development Code. The project site provides habitat for listed animal**

species including the scrub jay, american alligator, indigo snake, and numerous wading bird species.

5

4. Comprehensive plan directives that ensure the protection or enhancement of beach, or shoreline ecosystems, are furthered by the proposed project (5 points).

**Policy 1-3.11.8 of the Future Land Use Element provides for protection of the tributaries of Turkey Creek. The project site would preserve a tributary of Turkey Creek. Acquisition of the site would further this plan directive.**

5

5. Comprehensive plan directives that provide for standards or programs to restore or enhance degraded natural areas (including, but not limited to, removal of non-native vegetation, reforestation, shoreline or dune restoration, or restoration of natural hydrology) are furthered by the proposed project (5 points).

**Objective 5-1.1 of the Coastal Management Element provides for removal of invasive exotic species. This policy is implemented through the City's Landscape Ordinance. The applicant proposes to remove exotic vegetation from the proposed site. Acquisition of the site would further this plan directive.**

5

6. Comprehensive plan directives that ensure the protection or enhancement of surface and groundwater quality are furthered by the proposed project (5 points).

**Objective 4-2.1 of the Public Utilities Element provides for the protection of potable water supply areas and drainageways. The project site includes tributaries to Turkey Creek, a natural drainage feature, and would assist in the protection of the ecological and hydrological functions of this area and the associated surface water quality.**

5

7. Comprehensive plan directives that provide for standards or programs to protect or restore aquatic vegetation (including, but not limited to, aquatic weed control, restoration or creation of aquatic grass beds, or shoreline restoration) are furthered by the proposed project (5 points).

**Policy 5-1.2.1 of the Coastal Management Element provides for the protection of shorelines and buffer zones for wetlands and submerged lands. This policy is implemented through the City's Landscape Ordinance. The project site includes tributaries to Turkey Creek that are composed of wetlands and aquatic vegetation. Acquisition of the site would protect this aquatic vegetation and further this plan directive.**

5 8. Comprehensive plan directives that ensure or enhance public access to publicly-owned or publicly accessible natural areas (including, but not limited to, water bodies, saltwater beaches, and to existing protected areas) are furthered by the proposed project (5 points).

**Policy 7-1.4.1 of the Recreation and Open Space Element states that access be provided to Turkey Creek and its tributaries. The project site would provide additional public access within the Turkey Creek area. Acquisition of the site would further this plan directive.**

0 9. The proposed project will provide for acreage or outdoor recreational facilities necessary to maintain or improve levels of service or other standards established in the comprehensive plan for outdoor recreation areas (10 points).

**The applicant did not cite a plan directive that provides for acreage or outdoor recreational facilities necessary to maintain or improve levels of service, as specified by this criterion.**

0 10. Comprehensive plan directives that ensure the provision of facilities for outdoor recreation activities (including, but not limited to, nature trails or boardwalks, waterway trails, interpretive displays, educational programs, or wildlife observation areas) are furthered by the proposed project (5 points).

**The applicant did not identify directives from the comprehensive plan that ensure provision of facilities for outdoor recreation activities, as specified by this criterion.**

0 11. Future land use designations or comprehensive plan directives with the purpose of creating natural area greenways consisting of environmentally sensitive lands or outdoor recreation opportunities are furthered by the proposed project (5 points).

**The applicant stated that the City Commission adopted a resolution to create a greenway. The applicant did not identify comprehensive plan directives with the purpose of creating natural area greenways consisting of environmentally sensitive lands or outdoor recreation opportunities, as specified by this criterion.**

0 12. Comprehensive plan directives that ensure the preservation of unique geological and historical sites are furthered by the proposed project (5 points).

**The applicant cited several comprehensive plan directives relating to natural resource protection. The project site does not possess any unique geological or historical features. Acquisition of the site would not further the plan directives cited.**

0

13. Comprehensive plan directives that provide for coordination with existing resource protection plans such as resource planning and management committee plans, aquatic preserve management plans, and estuarine sanctuary plans are furthered by the proposed project (5 points).

**Policy 1-13.7.1 of the Future Land Use Element requires the City to coordinate with other governments concerning development and conservation issues impacting the Indian River Lagoon Aquatic Preserve. This directive does not address any specific resource protection plan nor does it require the implementation of existing resource protection plans.**

65

PRELIMINARY TOTAL FOR FURTHERANCE OF GROWTH  
MANAGEMENT

*Note: Pursuant to Rule 9K-4.010(2)(c), F.A.C., the score in this section, when finalized, will be adjusted upward by a factor of 1.5.*

(2) **FURTHERANCE OF NATURAL RESOURCE CONSERVATION, COASTAL PROTECTION, AND OUTDOOR RECREATION (UP TO 100 POINTS)**

(a) Protection of Vegetative Communities. Ecologically viable natural vegetative communities occur on the project site. Up to 20 points based on whether:

5 1. The project site contains predominantly native forested or non-forested vegetative communities that have not been subjected to significant disturbances or alteration as a result of current or past human activities (5 points).

**The project site contains predominately native vegetative communities including blackwater creek, hydric hammock and depressional marsh communities. A small portion of the site has been impacted by invasive exotic species.**

5 2. The project site contains native vegetative communities or plant species that are recognized as rare or threatened locally or regionally in the applicable comprehensive regional policy plan, local comprehensive plan, or by the state (5 points).

**County environmental staff documented that the project site contains blackwater creek, hydric hammock and depressional marsh communities, which is recognized by the Florida Natural Areas Inventory as listed vegetative communities.**

5 3. The project site contains types of vegetative communities recognized by the Florida Natural Areas Inventory as "imperiled" or "critically imperiled" (5 points).

**The project site contains a blackwater creek community, which is recognized by the Florida Natural Areas Inventory as an imperiled vegetative community.**

5 4. Degraded or altered vegetative communities that occur on the project site will be restored or enhanced to their natural state in terms of biological composition and ecological function (5 points).

**The applicant proposes to remove 4 acres of exotic species from the site and replant with native vegetative species. The applicant will also install culverts to restore the natural hydrology of the entire project site and improve flow patterns within the tributaries to Turkey Creek.**

(b) Protection of Wildlife. The project site protects wildlife populations or their habitat. Up to 15 points, based on whether:

5 1. The project site contains habitat recognized by appropriate state or federal agencies as typically suitable for one or more listed animal species (5 points).

**The project site contains blackwater creek, hydric hammock and depressional marsh communities. These communities are recognized as providing habitat for listed animal species including the indigo snake and saltmarsh snake, and numerous wading bird species.**

5 2. One or more listed animal species have been recently documented by professionally accepted methods to use all or a portion of the project site as habitat (5 points).

**County biologists and several local environmental groups have documented the presence of the listed gopher tortoise, indigo snake, saltmarsh snake and wading birds on the site.**

**The Florida Natural Areas Inventory commented that gopher tortoises have been found on the project site.**

5 3. The project site supports or is critical to the recovery or maintenance of regionally significant populations (as recognized by the appropriate agency) of one or more listed animal species, or colonial or migratory birds (5 points).

**The applicant stated that the project site supports the recovery and maintenance of regionally significant populations of manatees, scrub jays, gopher tortoises and wading birds.**

**The Florida Game and Fresh Water Fish Commission commented that the project site potentially supports a regionally significant population of listed sandhill cranes and wood storks.**

(c) Protection of Water Resources. The project site protects the quality and quantity of surface and groundwater resources. Up to 15 points, based on whether:

5 1. The quality of surface waters occurring on the project site is proposed to be improved through programs including, but not limited to, the elimination of pollution sources, or restoration of aquatic habitat (5 points).

**The applicant stated that fill, debris and trash will be removed from the project site, existing culverts will be improved and new culverts will be added to improve the quality of stormwater runoff from the site into Turkey Creek.**

0

2. Surface water resources occurring on or adjacent to the project site are designated as Class II waters, Outstanding Florida Waters, a National Estuary or Marine Sanctuary, aquatic preserve, wild and scenic river, or other local government special status designation intended to protect the natural resources and water quality of the waterbody (5 points).

**Turkey Creek and its navigable tributaries are part of the Malabar to Sebastian Aquatic Preserve. The tributaries to Turkey Creek on the project site are not considered navigable waters.**

5

3. The project site protects prime aquifer recharge areas or potable water supply areas as recognized by the applicable water management district, United States Geological Survey, or (with appropriate support documentation) other local, state, or federal agencies (5 points).

**The project site is adjacent to the municipal wellfield that is used as a potable water source for city residents.**

(d) Providing Outdoor Recreation. The project site provides for outdoor recreation opportunities. Up to 50 points, based on whether:

10

1. The project site will be utilized as urban open space and is accessible and usable to the population concentrations located within the local government's jurisdiction (10 points).

**The project site is located near lands that are either developed or designated for urban uses by the Future Land Use Map. The project site abuts local roads that will facilitate public access to the site.**

10

2. The proposed project will provide nature trails, boardwalks, waterway trails, wildlife observation areas, scenic overlooks, interpretive displays or other such facilities to promote outdoor recreation with as minimal disturbances as possible to the natural resources on the project site (10 points).

**The applicant proposes to provide nature trails, interpretive signage and scenic overlooks on the project site.**

10

3. The acquisition of the project site will provide for new or enhanced access for outdoor recreational or management purposes to other natural areas used for outdoor recreation including, but not limited to existing parks, greenways and waterways (10 points).

**The project site will enhance access to the Malabar Sanctuary Greenway project site funded by FCT during the P56 cycle and to Turkey Creek Sanctuary Park.**

0

4. The project site contains intact salt or freshwater beach that will be managed for recreation uses while preserving the natural character and functions of the site (10 points).

**Not Applicable.**

0

5. The proposed project will provide educational programs and other such facilities on the project site to promote protection of natural resources (10 points).

**The applicant referred to the interpretive center at Turkey Creek Sanctuary Park but did not propose any educational programs or other such facilities on the project site.**

75

PRELIMINARY TOTAL FOR FURTHERANCE OF NATURAL RESOURCES CONSERVATION, COASTAL PROTECTION, AND OUTDOOR RECREATION



**(3) INNOVATIVE, UNIQUE, AND OUTSTANDING PROJECT ELEMENTS (UP TO 90 POINTS)**

- 0 (a) Acquisition. The proposed project provides for alternatives to the acquisition of fee interests in land, including, but not limited to, acquisition of less than fee interest of all or a significant portion of the project site through conservation easements, development rights, leases, and leaseback arrangements (5 points).

**The applicant states that a conservation easement would be obtained that includes a portion of the project site. The applicant did not supply documentation to confirm this response and the easement would not cover a significant portion of the project site. The bulk of the site would be acquired through fee simple acquisition.**

- 0 (b) Management. The proposed project will provide for innovative and outstanding land and/or water management techniques or facilities design that promote natural resource conservation, coastal protection, or outdoor recreation (5 points).

**The proposed management plan is adequate to meet the intent of Preservation 2000 acquisitions and appears to be appropriate for the site, but does not demonstrate innovative or outstanding features as specified in this criterion.**

- 0 (c) Special Planning and Management Areas. (5 Points)

1. Areas of Critical State Concern. The project site is located within an Area of Critical State Concern as designated pursuant to Section 380.05, Florida Statutes, and the applicant is not requesting funding under Rule 9K-4.0031(6)(b), Florida Administrative Code (5 points); or,

**Not Applicable.**

2. Resource Planning and Management Areas. The project site is located within a Resource Planning and Management Area as designated pursuant to Section 380.045, Florida Statutes (5 points).

**Not Applicable.**

- 0 (d) Unique Site Features. The project site contains unique natural features, or historical, archeological or cultural sites as recognized in the local comprehensive plan or by the appropriate state or federal agency (10 Points).

**The project site does not contain any unique natural features, or historical, archeological or cultural sites, as recognized in the local comprehensive plan or by state or federal agencies.**

- 0 (e) Multiple Benefits. The acquisition of the project site is being pursued in conjunction and collaboration with other state, federal, local, or non-profit agencies acquiring adjacent lands. The multiple acquisition of these sites by multiple agencies will provide synergistic benefits for resource conservation and/or outdoor recreation (5 points).

**The applicant did not provide documentation that acquisition of the project site is being pursued in conjunction and collaboration with other state, federal, local, or non-profit agencies acquiring adjacent lands.**

- 0 (f) Neighborhood Park. The entire site is proposed for use as a neighborhood park less than 10 acres and located along streets where people can walk or bike without encountering heavy traffic, or is of a size defined as a neighborhood park in the local plan (10 points).

**The project site is greater than 10 acres and does not conform with the definition of a neighborhood park as described in the local comprehensive plan.**

- 0 (g) Urban Core Park. The project site is located within a built up commercial, industrial, or mixed use area and functions to intersperse congested urban core areas with open areas (10 points).

**The project site is not located within a built up commercial, industrial, or mixed use area.**

- 0 (h) Providing a Greater Share of the Match. The applicant is committed to providing a greater percentage of a local match for an award. Up to 20 points based on whether:

1. the applicant provides a local match for 50 percent or more of the project costs (10 points); or

**Not Applicable.**

2. the applicant provides a local match for 55 percent or more of the project costs (15 points); or

**Not Applicable.**

3. the applicant provides a local match for 60 percent or more of the project costs (20 points).

**Not Applicable.**

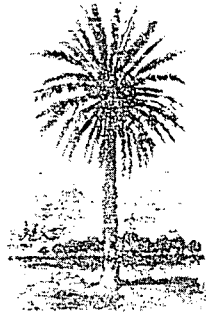
- 10 (i) Greenway Network. The project will enhance a local or regional network of linked greenways by connecting two or more greenways, by extending existing greenways, or by contributing to closing gaps in existing greenways (10 points).

**The City Commission adopted a resolution to create the Malabar Sanctuary Greenway. Acquiring the project site will link the site with Malabar Greenway Park and Turkey Creek Sanctuary Park to the north to form a continuous greenway along the tributaries of Turkey Creek.**

- (j) Project Excellence. The proposed project furthers natural resource conservation, coastal protection, outdoor recreation or growth management in a manner that cannot be adequately evaluated with the criteria established elsewhere in this rule chapter (up to 10 points).

No additional information concerning natural resource conservation, coastal protection, or outdoor recreation was presented that was not covered in the criteria established elsewhere in the application.

10 PRELIMINARY TOTAL FOR INNOVATION, UNIQUE, AND  
OUTSTANDING PROJECT ELEMENTS



## Florida Communities Trust

March 3, 1999

Mr. William Hall  
City Manager  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32950

RE: Management Plan for FCT Projects #95-063-P56 (Malabar Sanctuary  
Greenway I) and #96-019-P7A (Malabar Sanctuary Greenway II)

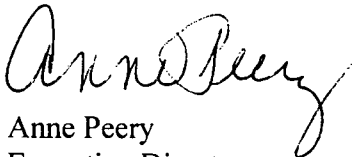
Dear Mr. Hall:

The governing body of the Florida Communities Trust (FCT) approved the project plan for the Malabar Sanctuary Greenway II project on October 27, 1998, contingent upon final review and acceptance of the management plan by FCT staff.

FCT staff reviewed your revised draft management plan and found it adequately addresses the issues identified in our February 18, 1999 comment letter. Your revised management plan is approved. Please incorporate all additions and deletions into a final document and provide one bound copy for our records. As a reminder, if the acquisition of other parcels within the Malabar I and/or Malabar II project sites reaches a point where a contract is signed, the management plan will need to be amended to include the management details on the parcel(s) before closing.

Thank you for satisfying this contingency for project plan approval. If you have any questions concerning this matter, please contact me or Edward Eckstein at (850) 922-2207.

Sincerely,

A handwritten signature in cursive script that reads "Anne Peery". The signature is written in black ink on a white background.

Anne Peery  
Executive Director

AP/ee

cc: Mr. Jim Egan, Executive Director, Marine Resources Council

## FACSIMILE

---

**to:** Debbie Franklin - Town of Malabar 321 722-2234  
**from:** Edward Eckstein phone # 850 922-2207 Fax # 850 921-1747  
**re:** Malabar Sanctuary I and II Management Plan Revisions  
**date:** 04-26-2000

Debbie, Your outline for revisions looks good. Delbert stated that the 4 parcels could possibly **close by the end of June**. I have added a few suggestions below for revisions.  
Thanks ! Ed

1. **Intro** - add that 4 parcels are on south side of drainage canal that borders Palm Bay.

2. **Site Development**

A. **Existing** - Need an exhibit showing existing improvements (ditch, access road, trails). This could be a hand drawn map like ones at end of management plan. Revision says 5 parcels, should be 4 ?

*Need* - B. **Proposed** - Need an exhibit showing proposed improvements (ditch, access road, trails, bridal trails, bike trails, entrance sign, proposed bridge?, Etc.). This could be a hand drawn map like ones at end of management plan.

An additional **map showing** relationship of 4 parcels to Malabar Comm. Park, Conservation Area, Turkey Creek Sanc., etc., would be helpful.

If no other section revisions are relevant, I think that should do it. You can fax me revised pages when completed.

**FACSIMILE**

to: Jim Egan or Beth McMillan

6-1-467-504-4488

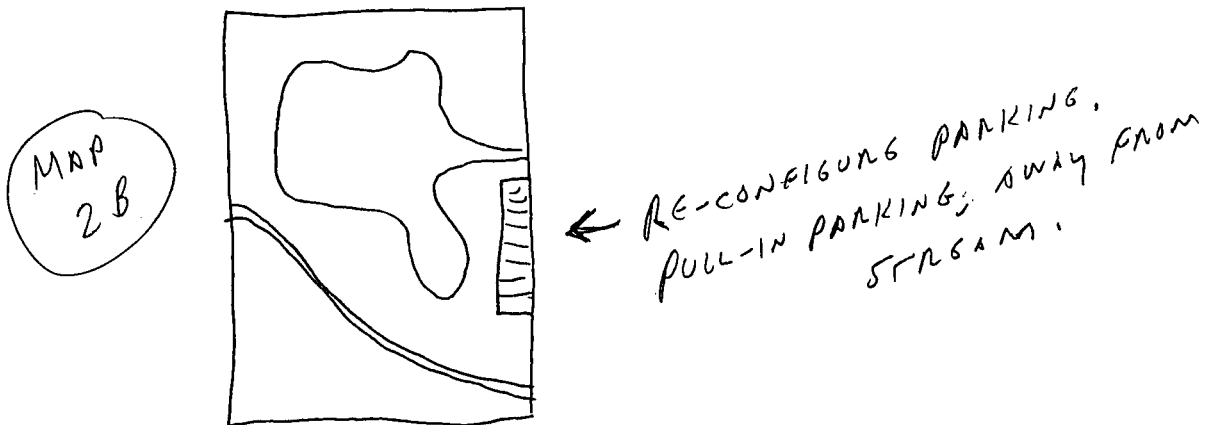
from: Edward Eckstein phone # 850 922-2207 Fax # 850 921-1747

re: Malabar Sanctuary I and II Management Plan

date: 02-24-99

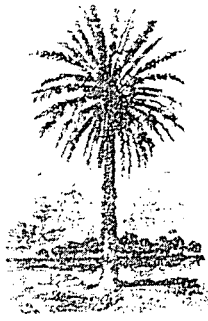
Please address the following two issues and fax me the revised pages by 4:00 pm today or by 9:00 am Thursday.

1. Revise the design of the parking area on Map 2B. Parking appears too close to stream channel. Design parking area as follows and state that parking will be set back at least 25' from any wetlands on the stream channel.



2. Revise page 16 (floodplain wetlands) to include: State the goal of the restoration effort (why doing). Describe the past condition of the area (wetland, floodplain, native veg, etc.) and discuss how the restoration effort will return the area to its natural state.

↳ DIANE BARILE?



# Florida Communities Trust

February 18, 1999

Mr. William Hall  
City Manager  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32950

RE: Management Plan for FCT Projects #95-063-P56 (Malabar Sanctuary Greenway I) and #96-019-P7A (Malabar Sanctuary Greenway II)

Dear Mr. Hall:

Thank you for submitting revisions to the above-referenced management plan for review. The Florida Communities Trust (FCT) has reviewed the revised draft management plan according to the requirements of Rule Chapter 9K-4.011(1)(b), Florida Administrative Code, Conceptual Approval Agreements (CAA) #95-063-P56 and #96-019-P7A, and Exhibit C, *Writing a Management Plan*.

The FCT governing body approved the project plan for Malabar Sanctuary Greenway II on October 27, 1998, contingent upon final review and acceptance of the management plan by FCT staff. Grant funds cannot be released until this contingency is removed. Please address the following comments in preparing a revised management plan for FCT review and approval.

## INTRODUCTION:

P.3 ✓  
Ensure the introductory narrative discusses the current status of the Malabar I and Malabar II projects. The FCT has negotiated sales contracts on three parcels (i.e., Shaw, Oliviera and Chulyak) within the Malabar II project boundary and negotiations on other parcels in the Malabar I and Malabar II projects are continuing at this time. Include a statement indicating that if the acquisition of other parcels within the Malabar I and Malabar II project sites reaches a point where a contract is signed, the management plan will be amended to include the management details on the parcel(s) before closing.

P. 3

Page 3 states that the Town will submit a land use amendment to DCA to include the land use classification for conservation, preservation and recreation/open space. Include a provision stating that once the Town adopts this new land classification, the Town will change the Future Land Use and zoning designation of all acquired parcels within the Malabar I and Malabar II project sites to conservation, preservation or recreation/open space. [CAA, Sec. V #1]

**STRUCTURE AND IMPROVEMENTS:**

Done

Clearly identify the project site boundary on each of the maps that show the location of existing and proposed physical improvements on the three parcels. [CAA, Sec. V #5]

Done

Revise the Map of Combined Malabar Sanctuary Greenway I and I (Exhibit A) to identify the location of the three parcels by parcel or map number and delete the legend (proposed improvements are shown on individual maps). [CAA, Sec. V #5]

Not applicable  
Parking too close  
the structure

Page 9 mentions existing fencing. Fencing is depicted on the Shaw parcel (map 1b). If applicable, show the location of existing fencing on the other two parcels.

Page 9 states that a parking area will be provided on the Oliviera parcel (map 2b). Show the location of the parking area on map 2b.

Remove bridle  
path reference.

Under the section on walking trails on Page 11 it states that a 24-foot berm will be designed as part of the water management system on the Shaw parcel (map 1b) that will be used for cycling, walking and as a bridle path. Including a bridle path on the Shaw parcel is not mentioned under "Bridle Paths" and a bridle path is not shown on map 1b. Please correct this inconsistency in the management plan text and on map 1b, if applicable.

Call  
No bridle paths on  
3 parcels. Address  
later.  
(Mal. I).

On page 11, provide a brief discussion on the issues, problems and proposed management techniques for ensuring the compatibility of horseback riding with other outdoor recreation activities proposed in the management plan. [CAA, Exhibit C]

**KEY MANAGEMENT ACTIVITIES:**

P. 17

Greenway Management

Include a statement that the project site parcels will be formally incorporated into the Town's greenway network (i.e., greenway resolution by Town Council). Include a statement the the Town will coordinate with Brevard County and the City of Palm Bay to develop and implement a resource management strategy to protect and manage the separate parcels of the greenway. Provide a greenway map that identifies all greenway parcels in



the area (i.e., Malabar Sanctuary - Turkey Creek Greenway, Malabar Community Park, Turkey Creek Sanctuary and the County's Scrub Habitat Conservation Area). Move the discussion on greenways to a separate "Greenway Management" subheading in the management plan. [CAA, Sec. VII #9]

**RESOURCE ENHANCEMENT:**

*p. 16*  
Page 16 discusses the amount of disturbed area on the three parcels and how each parcel will be enhanced or restored. Include the map number (1a, 1b, etc) or name of the property owner in the discussion for reference purposes. In addition, the discussion on disturbed areas appears out of place with a discussion on greenways. Move the discussion on disturbed areas under "Floodplain Wetlands" or "Revegetation."

*corrected*  
The discussion on the amount of disturbed area on page 16 states that the site at the corner of Malabar and Corey Road is 95% disturbed (Shaw parcel) and the site south of Malabar Scrub Sanctuary is 95% disturbed. Is the site south of the sanctuary referring to the Oliviera or Chulyak parcel? These two parcels were thought to be largely undisturbed. Please check the accuracy of the statements made on page 16 regarding disturbed areas.

*p. 16*  
Map 1b (Shaw parcel) identifies a substantial wetland area to be restored. Indicate the approximate acreage of the wetland restoration area on page 16. Include a discussion on any other wetland or upland areas to be restored on the three parcels, including approximate acreage, and locate the restoration areas on the appropriate map.

*What is goal of restoration?*  
*p. 16*  
[CAA, Sec. VIII #6] *Restoration implies they will return the site to a prior condition. What is the prior condition they plan to restore the site to.*  
The restoration of the wetlands on the Shaw parcel is a complex and ambitious effort and the details of the restoration are still unclear. Include a statement indicating that when the Town develops a design plan for the wetlands restoration, the Town will submit the design plan to FCT for review and approval. The design plan should include a detailed description of the wetlands restoration and a discussion on the intended function and dimensions of the proposed berm, the source of funding for the restoration, potential impacts to adjacent properties not within the project boundary, etc.

*Didn't say much*  
Include a brief discussion on page 16 on the intended benefits of the FDOT culvert improvements on water quality in Turkey Creek. [CAA, Sec. VIII #7]

I hope you will find these comments helpful in finalizing the management plan. Please address the above comments in the management plan and resubmit the draft plan to the FCT. Trust staff will then conduct another review of the management plan to determine if it is approved.

Mr. William Hall  
February 18, 1999  
Page Four

If you have any question concerning the staff review and comments you can contact me or Edward Eckstein at 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 or call us at (850) 922-2207.

Sincerely,



*for* Anne Peery  
Executive Director

AP/ee

cc: Mr. Jim Egan, Executive Director, Marine Resources Council

FCT FACSIMILE

to: BETH McMILLAN 407-504-4788

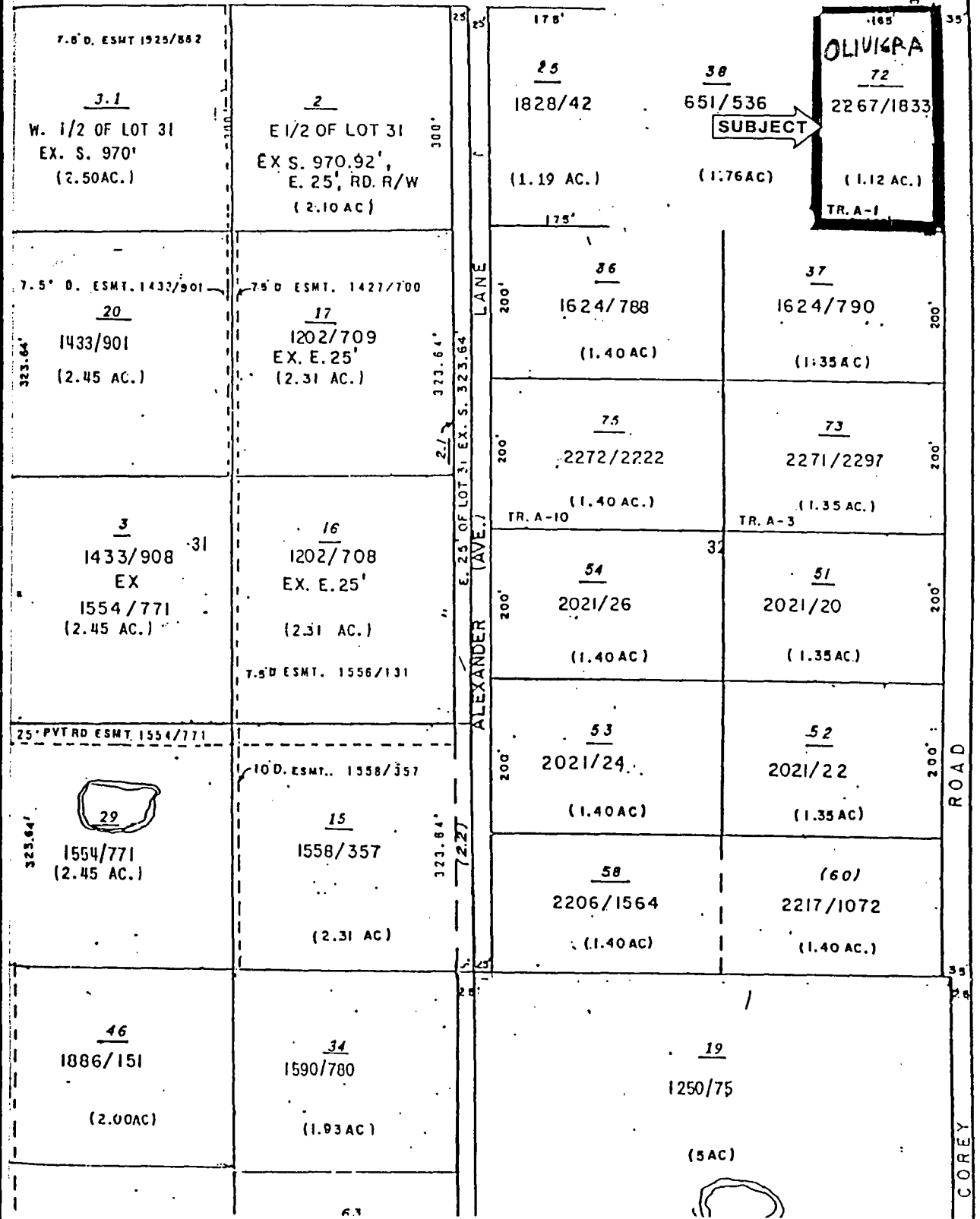
from: Edward Eckstein phone #: 850-922-2207 fax #: 850-921-1747

re: MALIBU II SITE - 3 PARCELS READY TO CLOSE (LOCATION)

date: 2-1-99

- SHAW PARCEL TO CLOSE 1<sup>ST</sup>.
- CHULYAK AND OLIVERA NEXT.
- CHECK AND REVISE SHAW BOUNDARY AND CHULYAK BOUNDARY.





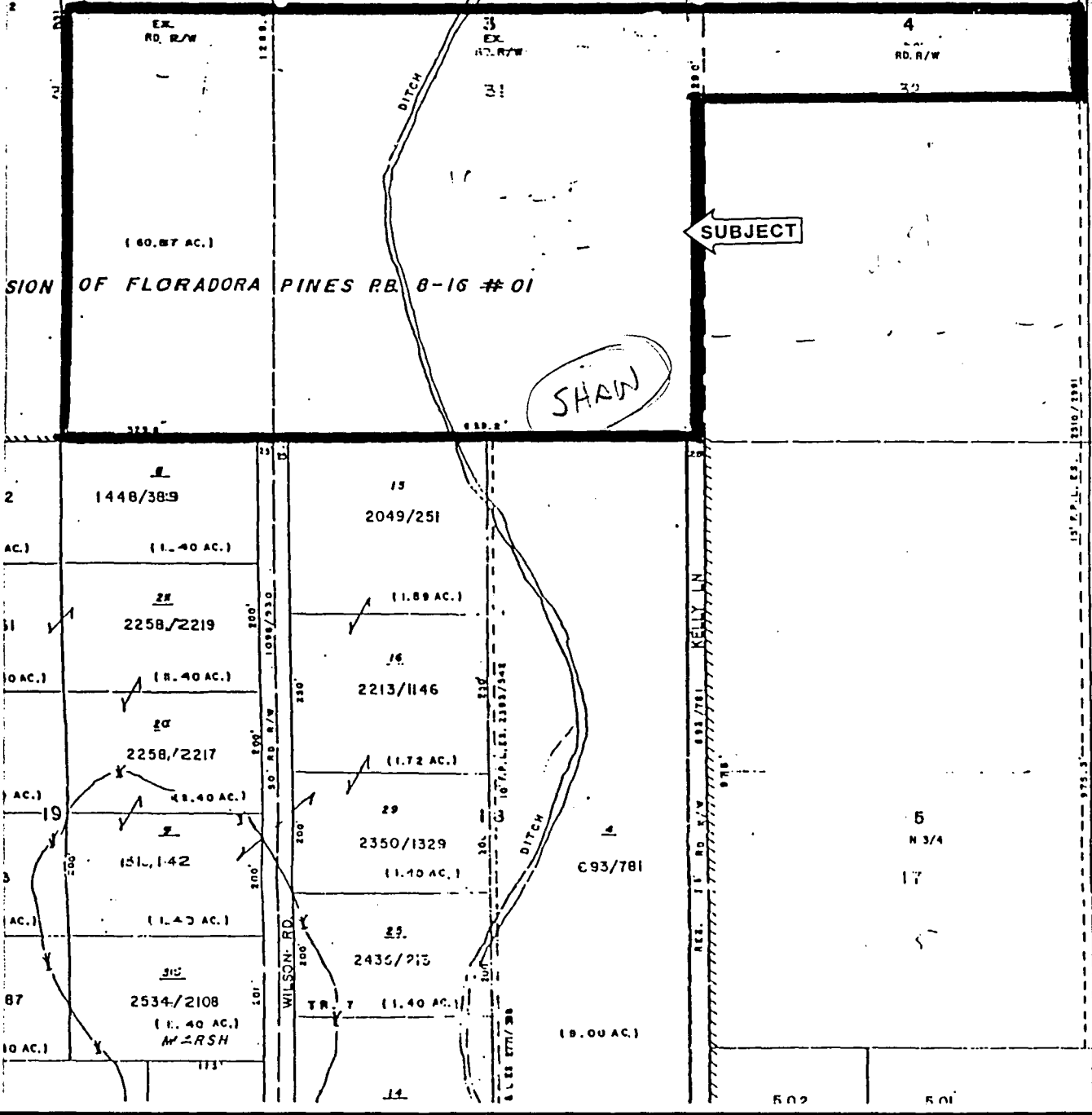
OT  
+  
OFFICE  
1st St

**Plat Map**

Mangumian (SOLD)

SUBJECT

SHAW



Plat Map

## FACSIMILE

---

to: Bill Hall - Town of Malabar

from: Edward Eckstein    phone # 850 922-2207    Fax # 850 921-1747

re: Malabar Sanctuary I and II Management Plan

date: 01-20-99

At our 01-19-99 FCT acquisition meeting Anne Peery stated that 3 parcels in the Malabar II project site could possibly close in February 1999. These are the Chulyak, Oliveira and Shaw parcels. However, in order to close on these 3 parcels we need to review and approve the combined Malabar Sanctuary I and II Management Plan.

The 3 parcels that could close in February 1999 are not associated with the two stormwater detention ponds proposed by the St. Johns WMD. The stormwater ponds would only affect the Reynolds and Galvez parcels. Therefore, in order to expedite review and approval of the combined management plan we are suggesting the following:

If it would take an extraordinary amount of time for Diane Barile to completely address the 2 stormwater ponds in the revised management plan (per our 12-10-98, 12-31-98 and 01-15-99 comment letters and fax), addressing the ponds in the management plan could be postponed until the Reynolds and Galvez parcels are about to be purchased. In essence, the combined management plan could be amended in the future to include the two stormwater ponds and related information.

Therefore, by February 1, 1999, FCT needs to receive a revised management plan for the Malabar Sanctuary I and II sites that address the comments made in our 12-10-98 letter, except for those comments that relate to the two proposed stormwater ponds. All other comments must be addressed, including the comment made on culvert improvements.

Please make Ms. Diane Barile and Mr. Steve Morgan aware of this strategy and have Ms. Barile submit a revised management plan to FCT by February 1, 1999, so we can close on the 3 parcels.

Please call me if any information is needed. Thanks !!!!

## FACSIMILE

---

to: Bill Hall - Town of Malabar 407-722-2234  
Steve Morgan - Frazier Engineering 407-255-2231

from: Edward Eckstein phone # 850 922-2207 Fax # 850 921-1747

re: Malabar Management Plan Comment

date: 01-15-99

The following provision needs to be added to the stormwater management section of the revised Malabar Sanctuary Greenway Management Plan. Please see that Diane Barile is made aware of this addition.

### Provision to add:

To ensure that the proposed stormwater detention ponds are compatible with the protection of natural resources and meets the multi-use objectives proposed in the original application, the following parameters shall be incorporated into the design of the detention ponds. In addition, the final design of the detention ponds shall be submitted to FCT for review and approval prior to construction.

- the stormwater detention ponds shall incorporate a sloped littoral zone that provides wildlife habitat and is attractive to park visitors.
- the stormwater detention ponds shall incorporate a flat underwater safety bench where possible to eliminate the need for a continuous fence.
- all fill material associated with the stormwater detention ponds shall be located outside of the 100-year floodplain to prevent encroachment on the natural shoreline ecosystem.
- the stormwater detention ponds shall incorporate locations for educational displays.



# FRAZIER ENGINEERING, INC.

Consulting Civil and Structural Engineers



Mr. Edward Eckstein  
Florida Community Trust  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

January 7, 1999

RECEIVED

JAN 11 1999

DEPT. OF COMMUNITY AFFAIRS  
FLORIDA COMMUNITIES TRUST

**Subject: Proposed Stormwater Improvements for FCT Projects #95-063-P56 (Malabar Sanctuary I) and #96-019-P7A (Malabar Sanctuary II)**

Dear Mr. Eckstein,

This letter serves as a response to your letter dated December 31, 1998. Included below are responses to the requested information from your letter.

**Item # 1** The approximate locations of the two wet detention ponds are shown on the attached aerial photograph and USGS quadrangle map from the original submittal.

**Item #2** The wet detention ponds are being built to provide the Town of Malabar with flood protection and water quality improvements. A majority of the Town of Malabar is susceptible to flooding during various storm events.

The Town of Malabar stormwater management plan is being developed in conjunction with the **St. Johns River Water Management District (SJRWMD)**. This project will take into **account the future land uses of the Town** and apply those uses in developing stormwater runoff calculations. These calculations will be applied to the proposed wet detention ponds to calculate peak flow rate and provide flood attenuation and water quality improvements with the addition of the two wet detention ponds. Pollutant levels will also be greatly reduced with the addition of the two wet detention systems.

**Item #3** Two proposed wet detention ponds will be approximately **20 acres each**. The first proposed pond location is at the northeast corner of Weber and Hall Roads. Discharge from the pond will be along Weber Road, which will eventually discharge into Turkey Creek. The second proposed pond will be northwest of Corey and Malabar Roads. Inflow and outflow will be from a tributary of Turkey Creek. The natural base flow of Turkey Creek will be maintained. We will propose a **minimum buffer of 25 feet** from the top bank of Turkey Creek to the top bank of the wet detention pond.

Native vegetation will be removed from both sites, however we feel this impact will be very minimal due to the fact that both sites are being used as **pastureland** for grazing animals. Both ponds will be **12 feet in depth or less** per SJRWMD regulations.

FAX 407-253-2231

The addition of the ponds will greatly improve the water quality of Turkey Creek, which eventually discharges into the Indian River. **The target pollutant loads after construction and operation of the ponds will be to the year 1943.** (before most development occurred in the Town of Malabar).

**Item #4** We feel the recreation benefits will greatly outweigh the negative impacts of the project. We are planning to integrate into the plans of the project, areas for bike trails and interpretive trails describing the positive impacts of the stormwater management system. We are also planning to coordinate with the Florida Game and Fresh Water Fish Commission to stock each system with fish for catch and release fishing. We feel this project would be of great recreational value too not only the residents of Malabar but of residents from surrounding communities.

**Item #5** We anticipate the water quality discharged from these ponds to improve greatly over current pollutant levels. Because the runoff is discharged into Turkey Creek and eventually into the Indian River, the pollutant reduction of these systems will greatly reduce the impacts downstream, therefore benefiting both the wildlife residing in and around these systems and the water quality of these systems.

**Item #6** Enclosed is a copy of the contract between the Town of Malabar and the SJRWMD.

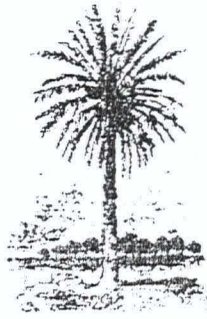
I hope the above mentioned information will answer all the questions you have concerning this very important and beneficial project to the residents of the Town of Malabar and surrounding communities. If I can be of further assistance in this matter please call myself at (407) 253-8131, or Mr. William Hall at (407) 727-7764.

Very Truly Yours,  
**Frazier Engineering Inc.**

  
Steven J. Morgan, P.E.

Cc. William Hall, Town of Malabar  
Whit Green, SJRWMD





## Florida Communities Trust

December 31, 1998

Mr. William Hall  
City Manager  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32950

RE: Proposed Stormwater Improvements for FCT Projects #95-063-P56  
(Malabar Sanctuary I) and #96-019-P7A (Malabar Sanctuary II)

Dear Mr. Hall:

The Florida Communities Trust (FCT) recently received the enclosed letter from Mr. Steven Morgan, of Frazier Engineering, Inc., regarding the location of two wet detention ponds on the Malabar Sanctuary I and II sites. A 17-acre wet detention pond is proposed to be located north of Malabar Road on the Reynold's property and the other 20-acre pond is to be located south of Malabar Road along Weber Road.

A review of the location maps included with Mr. Morgan's letter showed the proposed detention ponds would be situated on parcels already disturbed by clearing and agricultural activities. While the proposed locations of the two detention ponds may prove to be suitable, these improvements need to be reviewed in the context of the management plan for the Malabar Sanctuary I and II sites.

The FCT's review comments on the draft Malabar Sanctuary management plan were mailed to you on December 10, 1998. The draft management plan did not provide any information on the proposed detention ponds. In order for the FCT to evaluate the suitability of the project sites for the proposed detention facilities, the following information must be included in the revised management plan, in addition to addressing our December 10th comments:

1. Show the location of the two wet detention ponds on the Master Site Plan (Exhibit C).
2. Discuss the purpose of constructing the wet detention ponds (i.e., mitigate flooding, improve water quality, accommodate existing or future development, etc.) and discuss how the ponds will further the hydrologic restoration and enhancement purposes of the project.

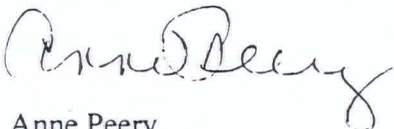
Mr. William Hall  
December 31, 1998  
Page Two

3. Provide a description on the location and design of the two wet detention ponds (i.e., proximity to creek, acres, depth, control structures, etc.) and discuss the impact of pond construction on natural resources, including native vegetation.
4. Discuss how the detention ponds may hinder or complement proposed recreation improvements on the sites (i.e., pedestrian and bicycle trails, etc.).
5. Discuss the anticipated benefits to wildlife and the water quality of Turkey Creek by constructing the wet detention ponds.
6. Provide an outline of the process for coordinating with the St. Johns River Water Management District in the development and implementation of a stormwater management and hydrologic restoration plan for the project sites.

As requested in previous correspondence, to ensure that all parties are kept informed of the project, future correspondence from the SJRWMD and Frazier Engineering, Inc., regarding the project should be directed through you as the designated Key Contact for the FCT projects.

If you have any questions or comments, please contact me or Edward Eckstein at (850) 922-2207 or SUNCOM 292-2207.

Sincerely,

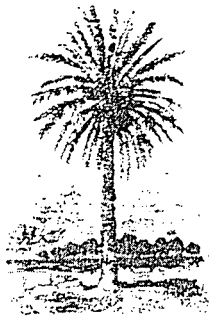


Anne Peery  
Executive Director

AP/ee

Enclosure

cc: Mr. Steven Morgan, Frazier Engineering, Inc.  
Mr. Whit Green, SJRWMD



## Florida Communities Trust

December 10, 1998

Mr. William Hall  
City Manager  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32950

RE: Management Plan for FCT Projects #95-063-P56 (Malabar Sanctuary Greenway I) and #96-019-P7A (Malabar Sanctuary Greenway II)

Dear Mr. Hall:

Thank you for submitting the above-referenced management plan for review. The Florida Communities Trust (FCT) has reviewed the draft management plan according to the requirements of Rule Chapter 9K-4.011(1)(b), Florida Administrative Code, Conceptual Approval Agreements (CAA) #95-063-P56 and #96-019-P7A, and Exhibit C, *Writing a Management Plan*. Please consider the following staff comments in preparing your management plan for submittal to the FCT Governing Body for approval.

The FCT governing body approved the project plan for Malabar Sanctuary Greenway II on October 27, 1998, contingent upon final review and acceptance of the management plan by FCT staff. Grant funds cannot be released until this contingency is removed. Please consider the following comments in preparing a revised management plan for FCT review and approval.

### **FORMAT:**

Include the FCT project numbers (95-063-P56 and 96-019-P7A) on the cover page of the management plan. [CAA, Exhibit C]

### **INTRODUCTION:**

The Malabar Sanctuary Greenway Phases I and II projects involve the acquisition of multiple parcels that will close at varying points in time. Include a discussion of the acquisition plan for the project indicating the sequence and expected timeframe for

Mr. William Hall  
December 10, 1998  
Page Two

acquiring the separate parcels of the project sites. Discuss how this acquisition schedule will impact the various key management activities in the management plan and what interim measures will be implemented to ensure success of the entire project. It would be appropriate to place this discussion under a separate heading entitled Acquisition Schedule.

The original grant application stated that conservation easements would be used to acquire a portion of the Malabar Sanctuary Phase I project and evaluation points were awarded for this under criterion (3)(a) of the application. In your November 14, 1995, letter to FCT you stated that the Brook Hollow Homeowners Association had agreed to provide conservation easements relative to their portion of property. However, the appraisals for the project were based on fee simple acquisition and did not include an analysis of conservation easements. Please state whether the use of conservation easements is still anticipated by the Town and, if applicable, provide a discussion on this under the Acquisition Schedule heading suggested above. If the use of conservation easements is anticipated outside of the project boundaries to extend the proposed greenway, provide a discussion on this under the Greenway Management heading.

The discussion on page 3 regarding land use classification only mentions zoning. What is the Future Land Use Map (FLUM) designation for the two Project Sites and what FLUM designation is proposed? The future land use and zoning designation assigned to the Project Sites are required to be dedicated to open space, conservation, or outdoor recreation uses as appropriate. If a new FLUM classification dedicated to open space, conservation, or outdoor recreation is needed to satisfy this requirement, a new land use classification should be adopted by the Town. Once adopted, the Town could then change the zoning and FLUM designation of the sites subsequent to or after acquisition during the next comprehensive plan amendment cycle. Please revise page 3 to state that the Town will adopt a new zoning and FLUM classification and change the designation of the Project Sites, as discussed above. [CAA, Sec. V #1]

#### **STRUCTURE AND IMPROVEMENTS:**

Provide an exhibit that shows the location of existing physical improvements on the Project Sites (i.e., fences, gates, corrals, culverts, houses). [CAA, Sec. V #5]

Provide a reference for the Master Site Plan on page 9 and re-name Exhibit C as the Master Site Plan, instead of Project Plan. [CAA, Exhibit C]

Mr. William Hall  
December 10, 1998  
Page Three

The Master Site Plan (Exhibit C) is not of an appropriate scale to show the level of detail necessary to identify the location of proposed improvements. In addition, the two sites have undergone boundary modifications and the boundaries drawn for Phases I and II are not correct. Refer to the attached maps showing the amended boundary for Phases I and II. The Master Site Plan also needs to show that Phase I of the project is located north of Malabar Road and Phase II is south of Malabar Road. Provide a revised Master Site Plan that is of an appropriate scale and shows the correct project boundaries and identifies Phases I and II of the project. [CAA, Exhibit C]

Revise the Master Site Plan (Exhibit C) to show the location of the proposed nature education centers and creek crossovers. [CAA, Exhibit C]

Since the boundary for the Malabar Sanctuary Greenway Phase I site is depicted incorrectly, the proposed location of a parking area and trailhead will be impacted and their location may need to be adjusted. Revise the Master Site Plan, as appropriate. [CAA, Exhibit C]

On page 11, provide a discussion of bicycle and pedestrian safety issues associated with crossing Malabar Road. This discussion would include using traffic control techniques such as speed zones, pavement markings, center islands or other traffic-calming methods.

Provide additional information on the 24-foot berm mentioned on page 11 of the management plan. Is the berm existing or is it proposed as part of the proposed stormwater management system? Please provide an explanation.

On page 11, discuss the issues, problems and proposed management techniques for ensuring the compatibility of horseback riding with other outdoor recreation activities proposed in the management plan. In addition, it is not possible to differentiate the bridle path from the cycle/nature trail on the Master Site Plan (Exhibit C). Revise the Master Site Plan by using another symbol to clearly delineate the bridle path from other trails on the sites. [CAA, Exhibit C]

The Priority Schedule (Appendix IV) states that the Reynold's ranch house will be moved and restored. If moved elsewhere on the Project Sites, show its proposed location on the Master Site Plan and discuss the intended use of the ranch house. [CAA, Exhibit C]

The discussion on alterations of the two Project Sites on page 9 is insufficient. Identify all proposed alterations of land or vegetation at the Project Site and the total extent of this work in quantifiable terms (i.e., acres or square feet). This discussion should include

Mr. William Hall  
December 10, 1998  
Page Four

the approximate size of the three proposed trailhead and parking areas, the typical cross-section of the walking, bicycle and equestrian trails and other alterations associated with hydrological restoration and stormwater management improvements. [CAA, Exhibit C]

Include a provision on page 11 of the management plan that all parking areas shall incorporate pervious materials, wherever feasible. [CAA, Exhibit C]

Page 9 of the management plan makes reference to nature education centers. Provide a brief narrative on the location of these nature education centers and discuss what type of education programs or activities will be offered at these facilities. [CAA, Exhibit C]

Add a provision on page 11 to provide bicycle racks at appropriate locations on the two Project Sites. [CAA, Exhibit C]

Although the plan has identified the required permits or approvals necessary for proposed development or restoration work, the plan also is required to contain a procedure for providing evidence to the Florida Communities Trust that all required licenses and permits have been obtained prior to the initiation of construction. Please include a procedure in the management plan to accomplish this requirement. [CAA, Sec.IV #2]

Include a procedure that requires the Town to provide 60 day prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, any management contracts for the Project Site, and any use of the Project Site by any person other than in such person's capacity as a member of the general public. [CAA, Sec. VI #2]

#### **KEY MANAGEMENT ACTIVITIES:**

##### Natural resource protection:

The discussion on page 14 regarding the protection of scrub jays and scrub jay habitat needs to be expanded to address the location of scrub jay habitat and the proposed management techniques associated with protecting scrub jays and scrub jay habitat. Does the County have a Habitat Conservation Plan (HCP) in effect? How will management of the Project Sites be coordinated with the County's nearby Malabar Scrub Conservation Area and with other scrub jay refugia proposed in the area?



Mr. William Hall  
December 10, 1998  
Page Five

Include a statement that the survey of vegetative communities and plant species on the Project Sites will be used to locate physical improvements in areas that will not adversely impact these resources. [CAA, Exhibit C and Sec. VIII, #3 and #4]

Provide a statement that the Town shall coordinate with the Florida Game and Fresh Water Fish Commission for appropriate guidance, recommendations, and necessary permits to avoid impacts to listed species. [CAA, Exhibit C and Sec. VIII, #4]

Provide a statement on page 15 that the Town shall coordinate with the Division of Forestry and the Game and Fresh Water Fish Commission on the development of a Prescribed Burn Plan for the scrub habitat on the Project Site. [CAA, Sec. VIII, #9]

Page 19 states that the Town will forward information on any newly-identified listed species found on the Project Site to the Florida Natural Areas Inventory (FNAI) on the appropriate forms. Provide the attached FNAI forms as an attachment to the management plan and reference the attachment on page 19 of the plan. [CAA, Exhibit C]

Archeological and historical resource protection:

The management plan has been forwarded to the Division of Historical Resources for their review. If they recommend any changes to the plan, their comments will be forwarded to your office. [CAA, Exhibit C and Sec. VIII, #10]

On page 16, identify the timing and extent of the historical and archaeological survey of the Project Site. [CAA, Sec. VIII, #10]

**RESOURCE ENHANCEMENT:**

In the original application, the land area of each Project Site was considerably less than the present modified boundary. While the original boundary of each site included predominantly native vegetation, the modified boundary included more disturbed area (i.e., pastureland, etc.). Specify how much of the land area within the modified project boundaries are disturbed and discuss how disturbed areas will be managed.

The CAAs for the two Project Sites state that approximately 10 acres of wetland and upland vegetation on the Project Site will be restored in terms of biological composition and ecological function. On page 16, provide specific details on the 10 acres of wetland and upland vegetation to be restored and locate the 10-acre restoration area on the Master Site Plan or another exhibit. [CAA, Sec. VIII #6]

Mr. William Hall  
December 10, 1998  
Page Six

Page 15 states that field ditches and channels will be redirected through wetlands and/or retention-detention facilities. Is the St. Johns River Water Management District still contemplating the construction of a stormwater retention facility on one of the Project Site parcels? As mentioned in our April 13, 1998, letter to you, any proposed stormwater facilities must be compatible with the purposes and objectives of the project and not harm natural resources and must be submitted to FCT for review and approval. Our letter also requested that the Town coordinate with the St. Johns River Water Management District in the development and implementation of a stormwater management and hydrologic restoration plan for the Project Sites and that the Town work closely with the District in developing a combined management plan for both sites. Include a provision on page 15 stating that the Town will coordinate with the St. Johns River Water Management District in developing a stormwater management and hydrological restoration plan for the Project Sites and outline the steps necessary to accomplish this task. [CAA, Sec. VIII #7 and #8]

Page 9 states that the FDOT has improved the culverts that connect the Phase I and II sites. Restate this on page 16 under Resource Enhancement and discuss how the culverts were improved and the intended benefits of the culvert improvements on water quality in Turkey Creek. [CAA, Sec. VIII #7]

#### Greenway Management

Provide a discussion on the Malabar Sanctuary Greenway and provide details on how the Project Sites will further the Malabar Sanctuary - Turkey Creek Greenway network being established within the Town of Malabar and the City of Palm Bay. Discuss management coordination efforts with the City of Palm Bay and how management of the Project Sites will be integrated into an overall resource protection strategy for the greenway network. Provide documentation that the Project Sites are already formally incorporated into the Town's greenway network (i.e., greenway resolution by Town Council) or include a procedure to formally incorporate the sites into the Town's greenway network. Identify all greenway parcels in the area on a map and show how the various sites will be connected (i.e., Malabar Sanctuary - Turkey Creek Greenway, Malabar Community Park, Turkey Creek Sanctuary and the County's Scrub Habitat Conservation Area). Consolidate this discussion under a separate "Greenway Management" subheading in the management plan. [CAA, Sec. VII #9]

#### **PRIORITY SCHEDULE:**

The Priority Schedule provided in Appendix IV is confusing. Revise the Priority Schedule to tie key management activities to specific calendar years (i.e., 1999, 2000) instead of two-year periods. [CAA, Exhibit C]

Mr. William Hall  
December 10, 1998  
Page Seven

**MONITORING AND REPORTING:**

The discussion on the date to provide an annual stewardship on page 18 is incorrect. Revise the annual stewardship report submittal date to the anniversary of the date on which the project plan was approved, which was October 27, 1998. The first annual stewardship report will be due October 27, 1999. [CAA, Exhibit C]

**SUPPORT DOCUMENTS:**

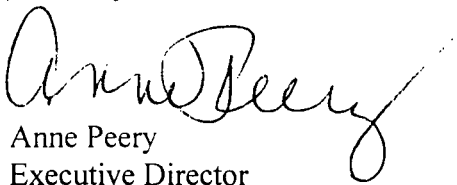
The appendix should contain a list of all the special management conditions from Section VIII of the Conceptual Approval Agreement and a statement on how each of the conditions were addressed. Provided the page number(s) in the management plan where the special conditions were addressed. [CAA, Exhibit C]

The appendix should contain a copy of the Grant Award Agreement and recorded deed when they become available. Include a reference for these documents in the Table of Contents. [CAA, Exhibit C]

I hope you will find these comments helpful in finalizing the management plan. Please address the above comments in the management plan and resubmit the draft plan to the FCT. Trust staff will then conduct another review of the management plan to determine if it is approved.

If you have any question concerning the staff review and comments you can contact me or Edward Eckstein at 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 or call us at (850) 922-2207.

Sincerely,

  
Anne Peery  
Executive Director

AP/ee

Attachments

WILLIAM HALL  
TOWN ADMINISTRATOR  
(407) 723-3261  
FAX (407) 722-2234



2725 MALABAR ROAD  
MALABAR, FLORIDA 32950-4427

September 30, 1998

Mr. Edward Eckstein  
Florida Communities Trust  
Room 310  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

Subject: Management Plan

Dear Mr. Eckstein,

Please accept the enclosed copies of the Management Plan for FCT Project Number 96-019-P7A and FCT Project Number 95-063-P56 for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Hall", is written over a horizontal line.

William Hall, Town Administrator

**RECEIVED**

OCT 1 1998

DEPT. OF COMMUNITY AFFAIRS  
FLORIDA COMMUNITIES TRUST