

DATE CRITICAL

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20040813

1. **REQUESTED MOTION:**

ACTION REQUESTED: Approve the Florida Communities Trust Grant Award Agreement and Grant Award Calculation for a grant award in the amount of **\$2,727,024.47** for the Conservation 20/20 addition to the Prairie Pines Preserve. Approve budget amendment resolution in the amount of \$2,727,024 and increase the Conservation 20/20 Land Management program. Also approve Budget Amendment Resolution of \$2,729,223 to reduce the grant amount previously recorded in the Conservation 20/20 Land Acquisition fund and reduce the Conservation 20/20 Land Acquisition Project by \$2,456,300 also reverse the transfer out to Land Management by \$272,923 and amend FY 03/04-07/08 CIP accordingly.

WHY ACTION IS NECESSARY: Approval of the Grant Award Agreement and Grant Award Calculation are required to receive the reimbursement grant.

WHAT ACTION ACCOMPLISHES: Reimburses the Conservation 20/20 program funds for fifty percent of eligible acquisition cost for the addition to the Prairie Pines Preserve.

2. **DEPARTMENTAL CATEGORY:**
COMMISSION DISTRICT #4

C6C

3. **MEETING DATE:**

06-29-2004

4. **AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. **REQUIREMENT/PURPOSE:**
(Specify)

- STATUTE F.A.C.
9K-7.009
- ORDINANCE
- ADMIN. CODE
- OTHER BS 20031528

6. **REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY: Karen L. W. Forsyth, Director

[Handwritten signatures]

7. **BACKGROUND:**

On April 1, 2003, Lee County acquired 320 acres to add to the Prairie Pines Preserve 2,389 acres. On June 10, 2004 the Conservation Lands Acquisition and Stewardship Advisory Committee (CLASAC) of the Conservation 20/20 Program recommended 100% of the FCT grant when awarded for the Prairie Pines Preserve Addition (194) be deposited into the management fund. This funding will be used exclusively for the purpose of restoration and facilities development of this site. Such restoration and facilities development will be in accordance with the management plan as detailed in the land stewardship plan. The current recommendation from the CLASAC differs from the previously Board approved Grant Contract on January 10, 2004, which specified only 10% of the reimbursement grant be allocated to the Management portion of the program. The Board must execute three (3) original copies of the Grant Award Agreement, which provides assurance to FCT that the conditions of the grant award will be fulfilled. The Board must also approve the Grant Award Calculation attachment, which details the eligible reimbursement costs.

Grant award to be received on or about July 16, 2004, will be deposited in Account No. 12075730105.334390.9012

Attachments 3 original copies each of Grant Award Agreement and Grant Award Calculation

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other P&Rr	E County Attorney	F Budget Services			G County Manager
<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	OA <i>[Signature]</i> 6/17/04	COM <i>[Signature]</i> 6/17/04	Risk <i>[Signature]</i> 6/17/04	GC <i>[Signature]</i> 6/17/04
								HS <i>[Signature]</i> 6/17/04

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *6/17/04*
Time: *6/17/04*
Forwarded To:
CC Adm

RECEIVED BY
COUNTY ADMIN: *[Signature]*
6-17-04
10:45
COUNTY ADMIN
FORWARDED TO: *[Signature]*
6-17-04
[Signature]

RESOLUTION

Amending the Fund 30105 Cap Improv.-Envirn Sen Land Mgmt Fund budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 3010 Cap Improv.-Envirn Sen Land Mgmt Fund budget for \$ of the unanticipated revenue and an appropriation of a like amount into expense accounts and;

WHEREAS, the Fund 30105 Cap Improv.-Envirn Sen Land Mgmt Fund budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$11,126,450
Additions		
12075730105.334390.9012	DCA Grant	2,727,024
GC5810130105.381900.930103F	Subfund Transfer 30103	(\$272,923)
Amended Total Estimated Revenues		\$13,580,551

APPROPRIATIONS		
Prior Total:		\$11,126,450
Additions		
12075730105.506540	Improvement Construction	\$2,727,024
KH5722030105.503490	Other Contracted Services	(\$272,923)
Amended Total Appropriations		\$13,580,551

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 30105 Cap Improv.-Envirn Sen Land Mgmt Fund budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YB
LEDGER TYPE BA

RESOLUTION

Amending the budget of Fund 30103 Capital Improvement Conservation 2020 Fund to **reduce** Estimated Revenues and Appropriations for fiscal year 2003-2004.

WHEREAS, in compliance with Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Fund 30103 Capital Improvement Conservation 2020 Fund budget by **reducing** estimated Revenues for \$2,729,223 and a reduction of a like amount in Appropriations for Expenses.

WHEREAS, the Fund 30103 Capital Improvement Conservation 2020 Fund budget shall be amended to reflect the following amounts.

ESTIMATED REVENUES

Prior Total:		\$34,708,615
Reductions		
22880030103.334390.9012	DCA Grant	\$2,729,223
Amended Total Estimated Revenues		\$31,979,392

APPROPRIATIONS

Prior Total:		\$34,708,615
Reductions		
22880030103.506540	Improvements Construction	\$2,456,300
GC5810130103.509190.T30105F	Subfund Transfer – 30105	\$272,923
Amended Total Appropriations		\$31,979,392

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 30103 Capital Improvement Conservation 2020 Fund budget is hereby amended to show the above **reductions** to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0757
- 2. Title of Grant: CONSERVATION 2020 PRAIRIE PINES PRESERVE
- 3. Amount of Award: \$2,727,024
- 4. Amount of Match Required: \$
- 5. Type of Match:
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input type="checkbox"/> CFDA #	STATE <input type="checkbox"/> CSFA #52.002
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7. Agency Contract Number: 03-060-FF3

8. Contract Period:	Begin Date: <u>UPON EXEC</u>	End Date: <u>N/A</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 12075730105

11. Scope of Grant: (describe project **This funding will be used exclusively for the purpose of restoration and facilities development in accordance with the management plan as detailed in the land stewardship plan.**)

12. Has this Grant been Funded Before? YES NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: County Lands

2. Contacts:

Program Mgr. Linda Riley	Phone #: 479-8310
Fiscal Mgr. Bev Dearborn	Phone #: 479-8521

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: **FLORIDA DEPT OF COMMUNITY AFFAIRS**
- 2. Program Title/Division: **FLORIDA COMMUNITY TRUST/FLORIDA FOREVER**
- 3. Agency Contact: **JANICE BROWNING**
- 4. Phone Number:
- 5. Mailing Address: **2555 SHUMARD OAKS BLVD
TALLAHASSEE FL 32399-2100**

SOURCE OF FUNDS

- 1. Original Funding
Source: **FLORIDA DEPT OF COMMUNITY AFFAIRS**
(name of agency where funding originated from)
- 2. Pass Through Agency: **N/A**
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT - -then from STATE DOT to Lee County DOT - - - STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee
or Subrecipient in #3 above: **GRANTEE**

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

This document prepared by:
Kristen L. Coons, Trust Counsel
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF3 AWARD #03-060-FF3
FCT Contract# _____

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2004, by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and **LEE COUNTY**, a political subdivision of the State of Florida ("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 Sections 259.105, 259.1051, and Chapter 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a non-regulatory 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 or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

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

GAA\03-060-FF3
DATE: June 14, 2004

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 Chapter 9K-7, Florida Administrative Code (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-7, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the 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 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 using funds from the Florida Forever Trust Fund 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 Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of Lee County, Florida, 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 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 Florida Forever Bonds is not jeopardized, FCT and Recipient shall amend the Agreement accordingly.

GAA\03-060-FF3

DATE: June 14, 2004

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 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 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

Recipient: Lee County
Division of County Lands
Post Office Box 398
Ft. Myers, FL 33902-0398
ATTN: Ms. Lynda T. Riley

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

GAA\03-060-FF3
DATE: June 14, 2004

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 Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed 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 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 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 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 Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

GAA\03-060-FF3
DATE: June 14, 2004

3. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the 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 Recipient.

4. 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 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 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 with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the 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 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 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 Recipient.

GAA\03-060-FF3
DATE: June 14, 2004

IV. OBLIGATIONS INCURRED BY 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 Recipient, to any of the below listed activities or interests, the 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 Recipient.

2. 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;

GAA\03-060-FF3
DATE: June 14, 2004

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 Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE 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 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. Two or more resource-based outdoor recreational facilities including a nature trail and equestrian trail, shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

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

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

4. A survey of the natural communities and plant species on the project site shall be conducted prior to the development of the project site. The survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site

5. The pine flatwoods, wetland prairie, and freshwater wetlands that occur on the project site shall be restored and appropriately managed to ensure the long-term viability of these communities.

GAA\03-060-FF3

DATE: June 14, 2004

6. The project site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the project site, including wood storks and red cockaded woodpeckers. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

7. A prescribed burn plan shall be implemented for the project site. The development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.

8. The project site shall be managed as a component of the Gator Slough Hydrologic Restoration Project which was designed to provide for restoration of the Gator Slough/Powell Creek System, to restore a more natural base flow in the lower reaches of the Powell Creek system, Pine Island Sound at Matlacha Pass.

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

10. A feral animal removal program shall be developed and implemented for dogs, cats, ducks, hogs, and other non-native wildlife that may be found on the project site.

11. Management of the project site shall be coordinated with management of the adjacent Prairie Pines Preserve.

12. 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.

13. The location and design of the parking facility and trails shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.

14. Pedestrian and bicycle access to the project site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the project site with adjacent residential neighborhoods.

GAA\03-060-FF3
DATE: June 14, 2004

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

16. The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of this award.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

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

Witness:

LEE COUNTY, a political subdivision of the State of Florida

Print Name: _____

By: _____

Print Name: John E. Albion

Title: Chairman, Board of County Commissioners

Print Name: _____

Date: _____

Approved as to Form and Legality(County):

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by John E. Albion, as Chairman of the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, on behalf of the Recipient, who is personally known to me.

Notary Public
Print Name: _____
Commission No.: _____
My Commission Expires: _____

GAA\03-060-FF3
DATE: June 14, 2004

Witness:

FLORIDA COMMUNITIES TRUST

Print Name: _____

By: _____
Kathy Baughman McLeod,
Community Program Manager

Print Name: _____

Date: _____

Approved as to Form and Legality:

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by Kathy Baughman McLeod, as Community Program Manager of Florida Communities Trust. She is personally known to me.

Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

GAA\03-060-FF3
DATE: June 14, 2004

EXHIBIT "A"

A Parcel of Land
Lying in
Sections 14, 15 and 16, Township 43 South, Range 24 East
Lee County, Florida
(Revised Boundary/Deed of Record Less Overlaps)
- Revised 2/4/03 -

Description as Recorded in Official Record Book 2369 at Page 3356:

All that certain parcel of land lying and being in Lee County, Florida, more particularly described as follows:

Beginning at the intersection of the easterly line of State Road No. 45 with the east and west centerline of Section 16, Township 43 South, Range 24 East; thence run east along the centerline of said Section 16 and the centerline of Sections 15 and 14, said township and range, a distance of 6,468.4 feet to a point 202 feet east of the west line of said Section 14; thence run north on a line parallel to and 202 feet east of the west line of said Section 14, a distance of 2,674 feet to the north line of said Section 14; thence run east along said north line of said Section 14 a distance of 1,597.8 feet to the west right-of-way line of Seaboard Air Line Railway; thence run South 13°16' East along west right-of-way line of said railroad, a distance of 730.8 feet; thence run South 61°44' West a distance of 258.8 feet; thence run South 13°16' East and parallel with the west right-of-way line of said railroad a distance of 2000 feet; thence run North 61°44' East a distance of 258.8 feet to west line of said right-of-way of said Seaboard Air Line Railway; thence run South 13°16' East along said west right-of-way line of said railroad a distance of 1335 feet, more or less, to a point which is 1335 feet (as measured along said right-of-way line) from the south line of said Section 14; thence run west to a point 202 feet east of the west line of said Southeast One Quarter (SE 1/4) of Section 15; thence run north on a line parallel to and 202 feet east of the west line of said Southeast One Quarter (SE 1/4) of said Section 15, a distance of 453 feet, more or less, to a point 885 feet south of the east and west centerline of said Section 15; thence run west a distance of 3,429 feet, more or less, to the easterly right-of-way line of State Road No. 45; thence run northerly along the easterly right-of-way line of said State Road 45 a distance of 968.9 feet, more or less, to a Point of Beginning.

Less and Except "Parcel A" being a portion of the above described parcel which is part of an overlapping deed recorded in Official Record Book 2324 at Page 409, said portion being described as follows:

Commencing at a 3/4" iron pipe marking the northwest corner of Section 14, Township 43 South, Range 24 East; thence S88°53'57"E along the north line of said Section 14 for 202.05 feet to an iron rod with Cap No. LB 697; thence continue S88°53'57"E along said north line for 1603.46 feet to the westerly right-of-way line of former Seaboard Coastline Railway being marked by a concrete monument stamped "Darl Associates"; thence S11°10'42"E along said

Continued...

GAA\03-060-FF3
DATE: June 14, 2004

EXHIBIT "A" - continued

westerly right-of-way line for 730.80 feet; thence S63°49'18"W for 258.80 feet; thence S11°10'42"E for 2000.00 feet; thence N63°49'18"E for 258.80 feet to said westerly right-of-way line; thence S11°10'42"E along said westerly right-of-way line for 1331.77 feet to a point lying 1335.00 feet northwest of the intersection of the south line of said Section 14 and said westerly right-of-way line to "Point A" and the Point of Beginning; thence N11°10'42"W, retracing the aforesaid call, for 67.10 feet to the northeast corner of a parcel described in Official Record Book 2324 at Page 409; thence S89°33'16"W along the northerly line of said parcel for 4773.43 feet to a 4"x4" concrete monument stamped LB 4919 marking the intersection with the south line of the aforesaid parcel described in Official Record Book 2369 at Page 3356; thence S89°39'22"E along said south line for 4786.38 feet to the Point of Beginning.

Less and Except "Parcel B" being a portion of the above described parcel which is part of an overlapping deed recorded in Official Record Book 689 at Page 699, said portion being described as follows:

Commencing at the aforesaid "Point A"; thence N89°39'22"W along the south line of a parcel described in Official Record Book 2369 at Page 3356 (passing through a 4"x4" concrete monument at a distance of 4786.38 feet) for 4985.80 feet to a 5/8" iron rod with yellow cap bearing Corporation No. LB 4919 marking the east line of a Quit Claim parcel as described in Official Record Book 3034 at Page 3859 and the Point of Beginning; thence N02°28'28"E along the east line of said Quit Claim parcel for 447.62 feet to a 4"x4" concrete monument with a nail in top marking the northeast corner of said Quit Claim parcel; thence S89°49'34"W along the north line of said Quit Claim parcel for 969.35 feet to a 5/8" iron rod with yellow cap bearing Corporation No. LB 4919 marking the intersection with the south line of said parcel described in Official Record Book 2369 at Page 3356; thence S89°40'33"E along said south line for 913.13 feet to a point lying 202.00 feet east of the north-south quarter section line of said Section 15; thence S00°06'19"E parallel with and 202.00 feet east of said quarter section line for 438.88 feet to the southwest corner of said parcel described in Official Record Book 2369 at Page 3356; thence S89°39'22"E along the south line of said parcel for 36.10 feet to the Point of Beginning.

Bearings are based on the south line of Pine Shadows Air Park (Plat Book 34, Pages 66-67), the same being the east-west quarter section line of Section 15, Township 43 South, Range 24 East, as bearing N89°57'53"E.

GAA\03-060-FF3
DATE: June 14, 2004

Lee County
Prairie Pines Preserve Addition
FCT Project #: 03-060-FF3
Date: June 15, 2004

GRANT AWARD CALCULATION

TOTAL PROJECT COSTS

Land Purchase Price	\$5,440,529.95 (1)	
Acquisition Expenses		
Appraisals	\$ 3,500.00	
Appraisal Review	\$ 1,881.00	
Certified Survey	\$ 9,500.00	
Environmental Audit	\$ <u>2,400.00</u>	
Total Acquisition Expenses	\$ <u>17,281.00</u> (2)	
Total Project Costs		\$5,457,810.95

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation (50%)

Share of Purchase Price	\$2,720,264.97	
Share of Acquisition Expenses	\$ <u>8,640.50</u>	
Total Share of Project Costs		\$2,728,905.47 (3)

COUNTY

Share of Purchase Price	\$2,720,264.98	
Share of Acquisition Expenses	\$ <u>8,640.50</u>	
Total Share of Project Costs		\$2,728,905.48

Total Project Costs **\$5,457,810.95**

COMPUTATION OF PREPAIDS, REIMBURSEMENTS AND ADDITIONAL COSTS

FLORIDA COMMUNITIES TRUST

FCT Prepaid Project Costs

Appraisal Review	\$ <u>1,881.00</u>
Total Prepaid Costs	\$1,881.00

FCT Amount Due

Share of Total Project Costs	\$2,728,905.47	
Less Total Prepaid Costs	\$ <u>1,881.00</u>	
Total Amount Due from FCT		\$2,727,024.47

COUNTY

County Prepaid Project Costs

Land Purchase Price	\$5,440,529.95
Appraisals	\$ 3,500.00
Certified Survey	\$ 9,500.00
Environmental Audit	\$ <u>2,400.00</u>

County Total Prepaid \$5,455,929.95

County Amount Due

County Share of Acquisition Expenses	\$2,728,905.48
Less County Prepaids	<u>\$5,455,929.95</u>
Total Amount Due To County	\$2,727,024.47

County Additional Costs

Record Grant Award Agreement	\$103.50 (4)
Total Additional Costs	\$103.50

Notes:

- (1) Maximum approved purchase price is \$6,081,000.00 pursuant to memorandum dated June 14, 2004, from Caroline Sutton to Gayle Brett. Lee County acquired the property on April 1, 2003 at a price of \$5,440,529.95.
- (2) Pursuant to the terms of the option agreement dated October 21, 2002, the Seller paid the costs of title insurance, documentary stamps on the deed, and taxes. The Buyer paid the costs of survey and environmental site assessment.
- (3) Pursuant to the terms of the Conceptual Approval Agreement, the amount of the grant shall be the lesser of \$2,729,222.50 or 70% of the total project costs.
- (4) Disbursed to Clerk of the Court, J. _____ at time of reimbursement from FCT.

**SIGN
HERE**

The foregoing calculation of grant and total project costs is hereby approved by the undersigned.

LEE COUNTY, a political subdivision of the State of Florida

FLORIDA COMMUNITIES TRUST

By: _____
John E. Albion
Its: Chairman
of the Board of County Commissioners
Date: _____

Kathy Baughman McLeod, Community
Program Manager
Date: _____