Turnbull Creek Land Preservation Committee
Monday, November 16, 2026 at 3:00 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168

1. CALL TO ORDER

A. Roll Call

2. APPROVAL OF MINUTES

2.A Consider the adoption of the minutes from the Turnbull Creek Land Preservation Committee regular meeting held on Tuesday, August 31, 2026 and workshop held on Wednesday October 21, 2026.

3. PUBLIC PARTICIPATION

4. OLD BUSINESS

4.A Tract Names
Provide recommendations for official names with which to reference purchased tracts.

4.B Private Funding Sources
Develop a list of potential private funding sources along with contact names, information, and contact strategy recommendations.

5. NEW BUSINESS/DISCUSSION ITEMS

5.A Amended Management Plan for Former Turnbull Trace Property
Review, comment, refer to city commission.

5.B Bee City USA Membership
Discuss becoming a Bee City USA affiliate, which involves completing an application and the City Commission passing a resolution similar to the attached draft.

5.C Turnbull Creek Land Preservation Committee meeting dates.

6. COMMITTEE COMMENTS

7. STAFF REPORTS

8. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office in person or by mail at 210 Sams Avenue, New Smyrna Beach, Florida 32168, (386) 410-2630, prior to the meeting.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CONSIDER THE ADOPTION OF THE MINUTES FROM THE TURNBULL CREEK LAND PRESERVATION COMMITTEE REGULAR MEETING HELD ON TUESDAY, AUGUST 31, 2026 AND WORKSHOP HELD ON WEDNESDAY OCTOBER 21, 2026.

November 16, 2026

Background:

Turnbull Creek Land Preservation Committee held a regular meeting held on Tuesday, August 31, 2026 and a workshop on Wednesday October 21, 2026, the meeting minutes are attached for your review and adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kohn Evans

Attachments:

Turnbull Creek Land Preservation Committee 8 31 2026 Minutes.pdf
Turnbull Creek Land Preservation Committee Workshop Minutes October 21, 2026.pdf

Turnbull Creek Land Preservation Committee
Monday, August 31, 2026 at 3:00 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168
Special meeting due to no quorum at the regular scheduled meeting.

CALL TO ORDER

Having been duly advertised as required by law, the regular meeting of the Turnbull Creek Land Preservation Committee of the City of New Smyrna Beach, Florida, was held on Monday, May 18, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Chair Donna Athearn called the meeting to order at 3:00 p.m.

Present: Chair Donna Athearn, Members Werner and Hartman.

Absent: Vice Chair Chip Weston

1. PUBLIC PARTICIPATION

No Participation

PRESENTATION

Guest Speaker - Kelli McGee, Director of the Riverside Conservatory
For informational purposes only.

The Director provided the board with an overview of the Conservatory's activities.

3. APPROVAL OF MINUTES

3.A Consider the adoption of the minutes from the Turnbull Creek Land Preservation Committee regular meeting held on Monday, May 18, 2026.

Motion: Member Werner moved to adopt the meeting minutes from the Turnbull Creek Land Preservation meeting held on Monday, May 18, 2026. Member Hartman seconded. The motion passed by unanimous vote.

4. STAFF REPORTS

4.A Properties Acquired Since 18 May Meeting
For informational purposes only. No action required.

Staff updated the board.

Motion: Member Hartman moved to remove parcel #125 from the acquisition list. Member Werner seconded. The motion passed by unanimous vote.

4.B King Properties (Map ID #106, #106A, & #107)
Update For informational purposes only.

Staff updated the board.

4.C Taborda Properties (Map IDs "103 & #104
Update For informational purposes only.

Motion: Member Hartman moved to prioritize parcels #103 and #104 on the acquisition list. Member Werner seconded. The motion passed by unanimous vote.

4.D Pappas Property (Map ID #119) on SR 44
Update For informational purposes only.

Motion: Member Hartman moved to order an appraisal on parcel #153 from the acquisition list. Member Werner seconded. The motion passed by unanimous vote.

5. OLD BUSINESS

5.A 1965 Jungle Road (Overstreet) Property Update & Discussion.
Discuss and direct.

After discussion the board agreed to pass on #117.

5.B NWC Halleck & Enterprise Update & Discussion.
Update and discuss. No action required.

No Action.

5.C Potential Projects and Funding Sources

List of projects to seek funding for and potential funding sources.

No Action.

Chair Athearn recognized citizen Jennifer Devine and she spoke about fund raising.

Staff suggested the board hold a Workshop to get public input on the future of the purchased lands, the board agreed.

Chair Athearn introduced Greg Holbrook, Executive Director of the New Smyrna Beach Museum of History.

Greg Holbrook stated the Museum is celebrating 250 years of the end of Dr. Turnbull settlement here in New Smyrna Beach. The Commemoration will start on March 13, 2027 and continue for 8 days.

6. NEW BUSINESS/DISCUSSION ITEMS

6.A Land Purchase Priorities

Prioritize the acquisition of Properties #9 (Kane), #11 (Sofiak) wetlands only, #79 (Ellison), #103/104 (Taborda), #105 (Ford), #106/106A/107 (King), #117 (Overstreet), #119 (Pappas), #125 (Halleck/Enterprise), and #153 (mitigation area) from 1 to 10 and identify any other parcels of high priority to purchase.

No Action

6.B Created Wetland Behind Ollie's (Map ID #153)

Approval to obtain two appraisals of this portion of the shopping center property if the owner expresses an interest in selling off the mitigation area.

No Action

6.C Naming/Renaming Properties

Establish "official" names for the properties acquired through the Turnbull Bond funds.

The Board suggested staff work with the New Smyrna Beach Museum of History for name suggestions.

6.D Turnbull Creek - Old Mission Regional Resilience Corridor Whitepaper Discussion & recommendations.

No Action

Chair Athearn recognize Bliss Jamison, President of the Southeast Volusia Manufacturing and Technology Coalition and EJ Cox Director of Special Initiatives for Family Lands Remembered, LLC and they gave a brief overview of their organizations and answered a

few questions in regards to the Turnbull Creek - Old Mission Regional Resilience Corridor Whitepaper. They stated comments from the County should be coming soon.

7. COMMITTEE COMMENTS

No Action

8. ADJOURNMENT – 4:45PM

Turnbull Creek Land Preservation Committee
Wednesday, October 21, 2026 at 3:00 PM

MINUTES

ROLL CALL

Having been duly advertised as required by law, the regular meeting of the Turnbull Creek Land Preservation Committee of the City of New Smyrna Beach, Florida, was held on Monday, May 18, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Chair Donna Athearn called the meeting to order at 3:00 p.m.

Present: Chair Donna Athearn, Vice Chair Chip Weston Members Sullivan and Hartman.

Absent: Members Werner

PUBLIC PARTICIPATION

Nick Shulz 1016 Dillon Circle expressed concern about the condition of the roads and stated public access would compound that issue.

Pat Brewer 850 Bay Drive spoke of property ownership.

Everet Brewer 850 Bay Drive stated road concerns.

Evan Doyle 1039 Dillon Circle stated road concerns.

Charlie Collins 1059 Dillon Circle expressed safety concerns and the stated the road needs to be addressed.

John Laureano 641 Bay Drive showed the board a photo of a large rock that had been hit due to reckless driving.

Thomas Coburn 1069 Dillon Circle concerned about the road, flooding and safety.

Thomas Overstreet 1964 Jungle Road offered to sell the City his property for the right price.

Johnnie Dail 659 Bay Drive stated he has the same concern as others.

Lisa Hoffman 745 Bay Drive stated she has the same concerns as others and would the City to help them resolve some of them.

Steven Gunter 140 Temple Street urged the board to keep the properties conservation.

WORKSHOP

Workshop Topics

Staff presented to the Board the history of the purchases, the attached requirement of the purchases and what the City regulations will allow.

The board spoke about the possibilities for the purchased properties.

The board spoke briefly about annexation and the possibility of a future meeting to discuss that with the interested citizens.

Sonja Goodry, no address given stated maintenance is imperative.

STAFF COMMENTS

MEMBER COMMENTS

PUBLIC PARTICIPATION

Steven Gunter 140 Temple Street stated the City should reach out to Alumni and business owners for private assistance.

Harley Cooper 646 Middleberry Loop stated there is a lot of trash now and if these properties are not properly maintained it is a detriment to the City and not an asset.

ADJOURNMENT – 4:42PM

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

TRACT NAMES

November 16, 2026

Background:

Several meetings ago, the committee members were asked to come up with names with which to reference the purchased properties rather than referring to them by the name of the individual or corporation from which they were purchased (i.e. former Turnbull Trace Property, former Sea Star Property, etc.).

Findings:

Attached is a list of properties purchased to date along with some suggestions. Please decide on a name for each purchased property.

Fiscal Analysis:

None

Strategic Plan Item:

No

Staff Report Created By: Ralph Miller - Natural Resource Manager

Attachments:

Tract Re-Names.pdf

Map ID (former owner)	Suggestions	New Name
#59-67 (Turnbull Trace) #68 (Stewart)	Legal desc references "Oldfield Manor", platted in 1926 by Louis Bouchelle, Jr.	
#69 & #77 (Minton) #122 (Stagina)	Z.B. & Wilda Ellison Tract Z.B. & Wilda Ellison 101 Linda Tract	
#80 & #91 (Sea Star)	SR 44 South Tract	
#93, #94, & #108 (Bowlin/Malecki)	West Paige Ave Tract	
#95 & #96 (Blossom)	West Page Ave Tract & East Paige Ave Tract	
#102 (Johnson)	Upper Turnbull Creek Tract	
#109 (Festival)	East Paige Ave Tract	
#115 & #116 (Platinum Lakes)	Wildwood Tract	

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

PRIVATE FUNDING SOURCES

November 16, 2026

Background:

At the two previous committee meetings, the members were asked to identify potential outside funding sources for natural resources activities and land management.

Fiscal Analysis:

TBD

Strategic Plan Item:

Yes

Staff Report Created By: Ralph Miller - Natural Resource Manager

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

AMENDED MANAGEMENT PLAN FOR FORMER TURNBULL TRACE PROPERTY

November 16, 2026

Background:

Following the workshop, staff completed the amended management plan for the former Turnbull Trace Properties. The properties were purchased with the financial assistance of the Florida Communities Trust. The FCT grant agreement requires submittal of a management plan and deed restrictions that require the property be managed in accordance with the management plan. The grant agreement includes special management conditions (Section IX of attached grant agreement), that requires at least two recreational facilities be provided, water access be provided, and at least 1/2 mile of trails on the property. The recorded deed restriction also references the approved management plan. Any amendments or changes to the management plan must be approved by the Florida Communities Trust. The attached management plan is a draft of the lan to be submitted to the FCT.

Fiscal Analysis:

TBD

Strategic Plan Item:

Yes

Staff Report Created By: Ralph Miller - Natural Resource Manager

Attachments:

2019-08-12 FCT#18-021-ff19 Turnbull Creek Watershed Preservation Project - Fully Executed Grant Agreement.pdf
2020-09-17 Dedication to Public Use and Declaration of Restrictive Covenants (Book 7923, Pg 3422).pdf
2026-11-07 Draft Amended Management Plan Former Turnbull Trace Properties (#59-#67).pdf

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

August 12, 2019

Nancy Maddox, Director
Leisure Services
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: Grant Agreement
FCT #18-021-FF19
Turnbull Creek Watershed Preservation Project

Dear Ms. Maddox:

Enclosed please find one fully executed original of the Grant Agreement for the above-referenced Florida Communities Trust (FCT) Project. Also enclosed is a fully executed Confidentiality Agreement for your records. Please keep these for your files. If you have any questions, please contact me at (850) 245-2683 or rita.ventry@floridadep.gov .

We will be contacting you at a later date to go over the next steps in our process. We look forward to working with you on a successful FCT grant project.

Sincerely,

Rita Ventry, FCCM
Planner IV
Florida Communities Trust

/rv

Enclosure

DEP AGREEMENT NUMBER: F1921
FCT PROJECT NUMBER: 18-021-FF19
PROJECT NAME: TURNBULL CREEK WATERSHED
PRESERVATION PROJECT
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and the CITY OF NEW SMYRNA BEACH, a Florida local government ("Recipient"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, F.A.C.

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.").

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans 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, Rule 62-818, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

WHEREAS, on June 6, 2019, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient's Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon execution by both Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for one year after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond one year if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

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

4. If the Recipient is identified in paragraph V.4. below as the party responsible for negotiation and acquisition activities, Recipient must provide a monthly status report to FCT of Project Site acquisition activities. The monthly report must contain the dates that appraisals are ordered and due, the dates that purchase agreements are sent to sellers, and the status of each contract, as appropriate.

5. No later than **July 22, 2019**, the Recipient must deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT (Attachment B), pursuant to Rule 62-819.008(3), F.A.C. No acquisition activity may commence prior to FCT receiving the executed Confidentiality Agreement.

6. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities must provide the following within 120 days of execution of this Grant Agreement unless extended by DEP:

a. **Title report(s) and appraisal(s),** as required by Rules 62-819.005 and 62-819.007, F.A.C. Prior to the delivery of awarded FCT funds, FCT staff will review the appraisal(s) and determine the maximum amount that may be reimbursed by the State.

b. Purchase Agreement(s), as defined by Rule 62-819.010, F.A.C., based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) upon receipt of the appraisal review memo from FCT establishing the maximum amount that may be reimbursed by the State.

7. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award or pursuant to the timeline outlined in the approved Management Plan. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **Forty percent (40%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **Three Million Six Hundred Twenty Thousand dollars ($3,620,000.00)**, unless FCT approves a different amount. The Recipient will be reimbursed, as outlined in this

Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C.

3. If Recipient's Acquisition Costs exceed the amount indicated in the application, FCT's reimbursement will be limited to the amount or percentage estimated in the application.

4. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

5. The FCT Governing Board selected the Recipient's application for funding to acquire the entire Project Site identified in the application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced, or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT will consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 62-818.014, F.A.C.

6. If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in Rule 62-818.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

7. The FCT Award will be delivered either in the form of Project Costs prepaid by FCT to vendors if additional due diligence products are required, in the form of a State of Florida warrant, or by electronic funds transfer (EFT). If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

8. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

9. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement. If the Project Site is comprised of multiple

parcels, the Recipient must deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

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

11. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally-derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

12. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

13. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

14. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

15. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

16. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves and delivers the FCT award.

17. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices will be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399-3000
floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Nancy Maddox
Organization: Leisure Services
Title: Director
Address: 210 Sams Avenue
New Smyrna Beach, FL 32168
Telephone: 386-410-2890
E-mail: nmaddox@cityofnsb.com

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Pamela Brangaccio or Successor
Organization: City of New Smyrna Beach
Title: City Manager
Address: 210 Sams Avenue; New Smyrna Beach, FL 32168
Telephone: 386-410-2600

4. If the Project Site consists of ten or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of eleven or more ownerships, as reflected on the Acquisition Plan, the Recipient must act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that City of New Smyrna Beach will be the party responsible

for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Trust for Public Land
Name: Kate Brown
Title: Senior Project Manager
Address: 306 North Monroe Street
Tallahassee, FL 32301
Phone: (850) 222-7911 Ext 27
Email: kate.brown@tpl.org

5. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000387.**

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C. to ensure that the interests of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one or more appraisals prepared consistent with Chapters 62-819 and 18-1, F.A.C.

b. A letter from the FCT indicating approval of the Management Plan.

c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.

d. A statement of the amount of the FCT Award being requested.

e. Supporting documentation that Recipient has satisfied any conditions imposed as part of the FCT Grant Agreement.

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

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

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

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

VII. DISBURSEMENT REQUIREMENTS

The Recipient must submit the following documents to FCT in order for FCT to disburse the grant funds:

1. Documents associated with acquisition of the parcel(s):

a. A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Turnbull Land, LLC.

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

c. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.

d. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C.

e. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Chapter 62-819, F.A.C., and are dated within ninety (90) days of the date the Recipient acquired the parcels.

f. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

g. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

2. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.

3. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed $10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be

financially responsible for the portion of the real estate fees or commissions not paid by FCT.

4. Title to the Project Site will be titled to the Recipient, unless the Recipient specifically requests that title permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such requests are subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site will be vested in the City of New Smyrna Beach. If the Recipient elects that title will vest in the Trustees, then all acquisition activities will be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C. FCT signature on this Agreement constitutes approval of this election.

5. Upon FCT's approval of the Project Plan and the required documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be disbursed by FCT.

VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VIII, IX, and X herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

a. An introduction containing the Project name, location, and other background information.

b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.

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

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

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

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

g. The identification and protection of known cultural or historical resources.

h. A description of proposed educational displays and programs the Recipient will offer, if applicable.

i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.

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

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

l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

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

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT requires the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

IX. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipient if Recipient provided a match). The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipient must provide at least two recreational facilities such as a picnicking and wildlife observation platform. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Water Access - The Recipient must provide a water access facility to an existing open water shoreline, such as a wildlife observation platform.

4. Trails - The Recipient must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site.

5. Linked Land-Based Recreational Trail System - The Recipient must connect the Project Site to and manage the Project Site as part of a local, regional, or statewide land-based recreational trail system.

6. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

7. Interpretation - The Recipient must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.

8. Locally Significant and Strategic Habitat Conservation - The Recipient must manage the Project Site in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic Habitat Conservation Areas found onsite.

9. Water Quality Facility - The Recipient must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting.

10. Water Quality - The Recipient must develop and manage the Project Site in a manner that will protect the adjacent Outstanding Florida Waters of the Spruce Creek Special Water Outstanding Florida Waters.

11. Archaeological and Historic Resources - The Recipient must develop and manage the Project Site to ensure the preservation of historical, cultural, or archaeological features on the Project Site.

12. Coordination - The Recipient must coordinate management of the Project Site with the adjacent Holland Park.

13. Ecological Corridor - The Recipient must protect and manage the Project Site as part of an ecological corridor.

The Recipient must protect and manage the Project Site as part of an ecological corridor within the county's designated Florida Wildlife Corridor.

The Recipient must protect and manage the Project Site with the agencies managing conservation lands in the Florida Wildlife Corridor, to ensure the Project Site is protected and managed as part of the larger ecological corridor system.

X. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. ***The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.***

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge

of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

XI. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

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

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees.

3. Following the acquisition of the Project Site, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment must be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

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

5. The Project Site will permanently contain one sign recognizing FCT's role in the acquisition of the Project Site. Recipient will permanently display the FCT sign at the Project Site within ninety (90) days of the final disbursement of the FCT Award. In addition, within such 90-day period, Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

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

b. The operation of any concession on the Project Site by a non-governmental person or organization without FCT approval.

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

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

e. A management contract for the Project Site with a non-governmental person or organization without an FCT-approved management agreement.

f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities .

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

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements**. **Exhibit 1** to **Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive

a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making this determination. For state financial assistance, the Recipient will use the form entitled "DFS-A2-NS – Florida Single Audit Act Checklist for Nonstate Organizations – Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XIV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT's right to exercise such remedies, and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect.

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

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

e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.

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

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

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

e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph IX.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1.

XV. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT's custodian of public records, Recipient must provide the FCT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Recipient must identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the FCT.

d. Upon completion of the Agreement, Recipient must transfer, at no cost to FCT, all public records in possession of Recipient or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipient transfers all public records to the FCT upon completion of the Agreement, the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the FCT, upon request from the FCT's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT.

E. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399-3000

XVI. LEGAL AUTHORIZATION

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

XVII. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

XVIII. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

RECIPIENT: CITY OF NEW SMYRNA BEACH
a Florida local government

By: _____

Print Name: Khalid Resheidat

Title: Interim City Manager

Date: 06/26/2019

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Print Name: Callie DeHaven

Title: Director - Division of State Lands DEP

Date: 8/1/2019

Approved as to Form and Legality:

By: _____

Print Name: Carrie Avallone

Date: 7/24/2019

Approved as to Form and Legality:

By: _____

Print Name: Lois La Seur

Date: 7-31-19

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Special Audit Requirements (5 Pages)
Attachment	B	Confidentiality Agreement (3 pages)

ATTACHMENT A

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
3710	Florida Forever Trust Fund	2019	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	$3,620,000.00	084112

Total Award	**$3,620,000.00**	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT B
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by and between the CITY OF NEW SMYRNA BEACH, a Florida local government ("Recipient") and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Environmental Protection, and is made with reference to Rule 62-819.008(3), Florida Administrative Code ("F.A.C.").

1. The Project Site

This Agreement covers all parcels identified as part of the Project Site in Recipient's FCT Application 18-021-FF19 that were selected for funding and are governed by a Grant Agreement for FCT Project Number 18-021-FF19 ("Project Site").

2. Confidentiality

a. Pursuant to Rule 62-819.002(8), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes ("F.S.").

b. The Recipient and its agents shall maintain the confidentiality of appraisals, and any other reports relating to value, offers, and counteroffers as required by Rule 62-819.008, F.A.C. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a Purchase Agreement is executed by the property owners and Recipient and conditionally accepted by FCT (or if no Purchase Agreement is executed, then as provided in Section 125.355(1)(a), F.S. if Recipient is a county, or Section 166.045(1)(a), F.S. if Recipient is a municipality). If Recipient is a nonprofit environmental organization, then the exemption from Section 119.07(1), F.S. will expire 30 days after the termination of negotiations. The date of termination of negotiations may be based on a written statement from a party to the negotiations that good faith efforts at negotiating a Purchase Agreement have failed and the party desires to cease negotiations.

c. The Recipient may disclose Confidential information only to FCT and its staff and those individuals listed on the disclosure list below.

d. Recipient shall submit any requests to add persons to the disclosure list to the FCT in writing. Upon the written consent of the Secretary of the Department of Environmental Protection or designee, the Parties may amend this Agreement to include additional persons to the disclosure list. All confidentiality requirements outlined above shall apply to individuals added to the list.

3. Disclosure List/Agreement to be Bound

a. Recipient, and each of the undersigned board members and staff of the Recipient and its agents, if any, jointly and severally agree to maintain the confidentiality of appraisal information, offers and counteroffers concerning FCT Project Number 18-021-FF19, as required by Rule 62-819.008, F.A.C. and this Agreement.

b. Each of the undersigned further certify that they have no legal or beneficial interest in the Project Site.

Date	Print Name, Title or Position	Affix Signature
6/26/2019	Khalid Resheidat Interim City Manager	
6/26/2019	Carrie Avallone City Attorney	
6/26/2019	Nancy H. Maddox Leisure Services Director	

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

RECIPIENT: CITY OF NEW SMYRNA BEACH
a Florida local government

By: _____

Print Name: Khalid Resheidat

Title: Interim City Manager

Date: 06/26/2019

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Print Name: Callie DeHaven

Title: Director Designee of State Lands - DEP

Date: 8/1/2019

Approved as to Form and Legality:

By: _____

Print Name: Carrie Avallone

Date: 7/24/2019

Approved as to Form and Legality:

By: _____

Print Name: Lois LaSeur

Date: 7-31-19

FCT Project #: 18-021-FF19
DEP Agreement Number: F1921

This instrument was prepared by:
Lois E. La Seur, Esquire
Florida Communities Trust
Department of Environmental Protection
3900 Commonwealth Boulevard, MS #103
Tallahassee, Florida 32399

FLORIDA COMMUNITIES TRUST
Project Number: 18-021-FF19
DEP Agreement Number: F1921
Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, South side of Pioneer Trail, New Smyrna Beach, FL 32168
Sections 13 and 43, Township 7 South, Range 33 East, Volusia County
Parcel ID(s): 7313-08-00-0050
7313-08-00-0060
7343-04-01-0010
7343-04-02-0010
7343-04-03-0010
7343-04-03-0040
7343-04-19-0010
7343-06-00-0160
7343-06-00-0152

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a non-regulatory agency and instrumentality within the State of Florida Department of Environmental Protection ("Department"), and **CITY OF NEW SMYRNA BEACH** ("Recipient"), a Florida local government.

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this DDRC is to impose terms and conditions to implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.");

WHEREAS, Chapter 380, Part III, F.S., (the "Florida Communities Trust Act"), creates FCT, a non-regulatory agency within the Department, to assist local governments to implement the conservation, recreation and open space, and coastal elements of their comprehensive plans, conserve natural resources, and resolve land use conflicts. The FCT is empowered to provide financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through the Florida Legislature to provide land acquisition grants for community-based conservation and recreation projects, urban open spaces, parks, and greenways;

WHEREAS, FCT has approved the terms under which the Recipient acquired the land described in Exhibit "A" ("Project Site") and has approved a grant supporting that acquisition. Consequently, the Project Site is subject to the restrictions set by the Florida Communities Trust Act and by Rule [redacted]1), Florida Administrative Code ("F.A.C.");

WHEREAS, this DDRC provides covenants and restrictions sufficient to ensure that the use of the Project Site complies with Section 9, Article XII and Section 28, Article X of the Florida State Constitution and Section 375.051, F.S., and it contains clauses providing that title to the Project Site will be conveyed to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site for the required purposes; and

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions that are imposed on the Project Site subsequent to FCT disbursing Florida Forever funds to the Recipient.

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 the Recipient agree as follows:

I. PERIOD AND APPLICABILITY OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS

Pursuant to the requirements of Section 380.510(3)(d), F.S., the Project Site (as more fully described in Exhibit A) is hereby dedicated in perpetuity to the use of the general public for conservation, outdoor recreation, and related activities. If the Recipient uses the property for other than conservation or recreation or allows a third party to do so, title to the property shall immediately vest in the Board of Trustees of the Internal Improvement Trust Fund.

This DDRC begins upon execution by both Parties. The covenants and restrictions contained herein will run with the Project Site and will bind FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS

Either Party may request modification of the provisions of this DDRC at any time. FCT will review any changes requested by the Recipient to ensure that the requested changes will not violate the statutes, rules, or other regulations governing the FCT program. Changes that are mutually agreed upon will be valid only when reduced to writing, signed by the Parties, and recorded in the public record.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution by the Parties hereto, the Recipient will cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of **Volusia County, Florida**, within thirty (30) days of execution and in such manner and in such other places as FCT may reasonably request. The Recipient will pay all fees and charges incurred in connection therewith.

IV. NOTICE AND CONTACT

All notices provided pursuant to this Declaration will be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. The Department will consider that the notice is received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Environmental Protection
3900 Commonwealth Boulevard, MS# 115
Tallahassee, Florida 32399-3000
FloridaCommunitiesTrust@floridadep.gov

Recipient: City of New Smyrna Beach
c/o City Manager
210 Sams Avenue
New Smyrna Beach, Florida 32168
kresheidat@cityofnsb.com

If the Recipient's address or representative changes after execution of this DDRC, the Recipient must notify FCT of the change as provided above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, F.S.

1. If Recipient seeks to transfer title to the Project Site, FCT must pre-approve the transfer. FCT will enter into a new DDRC with the transferee to ensure the Project Site remains dedicated to conservation, outdoor recreation, and related activities, and to protect the interest of the State of Florida.

2. The Recipient cannot use the interest acquired by the Recipient in the Project Site as security for any of Recipient's debt.

3. If the Recipient fails to remedy a violation of any essential term or condition of this DDRC, or if the existence of the Recipient terminates for any reason, title to all interest in the Project Site acquired with state funds will automatically vest in the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization that agrees to accept title to and manage the Project Site.

4. If the Project Site is damaged or destroyed the Recipient will deposit any insurance proceeds with FCT. The Recipient must rebuild, replace, repair, or restore the Project Site consistent with this DDRC and the terms of the original grant. FCT will make the insurance proceeds available to the Recipient to provide funds for restoration work. If the Recipient fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

5. If title to the Project Site, or any part thereof, is taken by a governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient must deposit the condemnation award with FCT. The Recipient must rebuild, replace, repair, or

restore the Project Site consistent with this DDRC and the terms of the original grant. FCT will make the condemnation award available to the Recipient to provide funds for restoration work. If the Recipient fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

6. FCT has the right to seek specific performance of any of the covenants and restrictions of this DDRC concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site must be managed only for the conservation, protection, and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT, which is hereby incorporated by reference. A copy of the Management Plan can be obtained by contacting FCT per Section IV.

2. The Recipient will ensure that the future land use designation assigned to the Project Site is a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the Recipient will propose the amendment at the next available comprehensive plan amendment cycle. The Recipient will provide FCT with documentation of the change.

3. The Recipient will ensure that all activities under this DDRC 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.

4. The Recipient will prevent the unauthorized use of the Project Site or any use that does not comply with the Management Plan approved by FCT.

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

6. All buildings, structures, improvements, and signs not authorized by the approved Management Plan will require the prior written approval of FCT. Major land alterations not authorized by the approved Management Plan will require the written approval of FCT. FCT will approve the proposed changes if the proposed structures, buildings, improvements, signs, vegetation removal, or land alterations will not adversely impact the natural resources of the Project Site.

7. If archaeological and historic sites are located on the Project Site, the Recipient must comply with Chapter 267, F.S. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site are prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule [redacted] F.A.C., each year after FCT reimbursement of Project Costs the Recipient will submit to FCT an annual stewardship report documenting the Recipient's progress in implementing the Management Plan. The initial stewardship report will

document any necessary change to the future land use designation for the site. Once the Project Site is fully developed as outlined in the approved Management Plan, the Recipient may request transition to five-year stewardship report reviews pursuant to Rule [redacted] F.A.C. In addition to the annual stewardship report, the Recipient must report any revenue generated on the Project Site by July 31st of each year. The Recipient will report revenue on a form approved by FCT staff.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the Project Site is mentioned throughout the Grant Award Agreement and this DDRC, and is particularly described in Section VI. above. In addition to the various conditions already described in the Grant Award Agreement and this DDRC, the Management Plan requires the following conditions that are specific to the Project Site:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipient if Recipient provided a match). The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipient must provide at least two recreational facilities such as a picnicking and wildlife observation platform. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Water Access - The Recipient must provide a water access facility to an existing open water shoreline, such as a wildlife observation platform.

4. Trails - The Recipient must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site.

5. Linked Land-Based Recreational Trail System - The Recipient must connect the Project Site to and manage the Project Site as part of a local, regional, or statewide land-based recreational trail system.

6. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk or paved trail within an existing right-of-way.

7. Interpretation - The Recipient must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.

8. Locally Significant and Strategic Habitat Conservation - The Recipient must manage the Project Site in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic Habitat Conservation Areas found onsite.

9. Water Quality Facility - The Recipient must design any new onsite stormwater facilities to improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. New stormwater facilities must be designed to have a park-like or natural setting.

10. Water Quality - The Recipient must develop and manage the Project Site in a manner that will protect the adjacent Outstanding Florida Waters of the Spruce Creek Special

Water Outstanding Florida Waters.

11. Archaeological and Historic Resources - The Recipient must develop and manage the Project Site to ensure the preservation of historical, cultural, or archaeological features on the Project Site.

12. Coordination - The Recipient must coordinate management of the Project Site with the adjacent Holland Park.

13. Ecological Corridor - The Recipient must protect and manage the Project Site as part of an ecological corridor.

The Recipient must protect and manage the Project Site as part of an ecological corridor within the county's designated Florida Wildlife Corridor.

The Recipient must protect and manage the Project Site with the agencies managing conservation lands in the Florida Wildlife Corridor, to ensure the Project Site is protected and managed as part of the larger ecological corridor system.

VIII. COVENANTS RELATING TO USE OF THE PROPERTY

1. FCT is authorized by Section 380.510, F.S., to impose conditions for funding on the Recipient to ensure that the Project complies with the requirements for the use of Florida Forever funds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on certain guidelines established by the Florida Communities Trust.

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

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

c. any sales contract or option to buy or sell things attached to the Project Site;

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

e. any change in the character or use of the Project Site from the use expected at the date of the issuance of any series of Bonds contributing to the funding of the Project;

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

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

3. If the Project Site, after its acquisition by the Recipient, is to remain subject to any of the disallowable activities, the Recipient will provide notice to FCT, as provided for in paragraph IV.1. above, at least sixty (60) calendar days in advance of any such transactions, events, or circumstances, and will provide FCT such information as FCT reasonably requests in order to evaluate the consequences of such disallowable activities.

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

IX. DEFAULT; REMEDIES; TERMINATION

1. If the Recipient (or some third party with the knowledge of the Recipient) violates any essential term or condition of this DDRC, FCT will notify the Recipient of the violation by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient will immediately act to cure the violation and must complete the cure within thirty (30) days after receiving notice of the violation. If the situation cannot reasonably be cured within thirty (30) days, the Recipient will submit a timely written request to the FCT Program Manager for additional time. The request must include the current status of the violation, the reasons for the delay, and a time frame for completing the cure. FCT will approve or deny the request, in writing, within thirty (30) days of receiving the request. Any violation must be resolved within one hundred twenty (120) days of the Recipient's receiving notice of the violation unless the Recipient can demonstrate extenuating circumstances to justify a greater extension of time. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site will vest in the Trustees as described in Section V, paragraph (3). FCT will treat such property in accordance with Section 380.508(4)(e), F.S.

X. STANDARD CONDITIONS

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

2. If FCT waives a right or remedy granted by this DDRC or fails to insist on strict performance of any term of this DDRC, those actions will not act as a waiver of any of FCT's rights or remedies nor will it affect the subsequent exercise of the same right or remedy by FCT for any subsequent default by the Recipient.

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

4. This DDRC may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument.

In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original.

5. Any alterations, variations, changes, modifications or waivers of provisions of this DDRC will only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and recorded in the public record.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

Brian Fields

Print Name: Brian Fields

Chris Ryan

Print Name: Chris Ryan

CITY OF NEW SMYRNA BEACH,
a Florida local government

By: KR

Print Name: Khalid Resheidat

Title: City Manager

Date: 9/10/2020

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Carrie Avallone

Print Name: Carrie Avallone

Date: 9/17/2020

Witnesses:

Print Name: Kathy C Griffin

Print Name: Linda D. Renn

FLORIDA COMMUNITIES TRUST

By: Callie DeHaven
Secretary or Designee

Print Name: Callie DeHaven

Title: _____

Date: August 11, 2020

Approved as to Form and Legality:

Lois La Seur Digitally signed by Lois La Seur Date: [redacted] 11:41:15 -04'00'

By: _____
Trust Counsel

Print Name: Lois E. La Seur

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me on this 11th day of August, 2020, by Callie DeHaven, Secretary or Designee, Florida Communities Trust. He/She is personally known to me or who has produced _____ as identification.

(SEAL)

Signature of Notary Public

Print Name: _____

Commission No. _____

My Commission Expires: _____

KATHY C. GRIFFIN
MY COMMISSION # GG 927461
EXPIRES: November 27, 2023
Bonded Thru Notary Public Underwriters

EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY IN VOLUSIA COUNTY, FLORIDA:

NORTH PARCEL:
A PART OF THE NAPIER GRANT IN SECTION 43, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND A PART OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 2, DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS, ACCORDING THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 42 AND ALSO RECORDED IN DEED BOOK "M", PAGE 688 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N59°47'36"E, A DISTANCE OF 14.91 FEET TO THE WEST LINE OF LOT 5, JOHN T. HAMMOND'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 5, PAGE 86 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N00°37'57"E ALONG THE AFOREMENTIONED LINE, A DISTANCE OF 987.33 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL, COUNTY ROAD NO. 4118 AS NOW LAID OUT; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 8 COURSES: N77°04'46"E, A DISTANCE OF 18.77 FEET; THENCE N12°55'36"W, A DISTANCE OF 29.15 FEET; THENCE S81°43'49"E, A DISTANCE OF 136.97 FEET; THENCE N61°02'38"E, A DISTANCE OF 10.38 FEET TO THE POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 11426.16 FEET, A CENTRAL ANGLE OF 01°29'25", A CHORD BEARING OF S80°21'13"E AND A CHORD DISTANCE OF 297.19 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 297.20 FEET TO THE POINT OF TANGENCY; THENCE S79°36'30"E, A DISTANCE OF 1093.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1960.21 FEET, A CENTRAL ANGLE OF 06°12'43", A CHORD BEARING OF S82°42'52"E AND A CHORD DISTANCE OF 212.42 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 212.53 FEET TO THE POINT OF TANGENCY; THENCE S85°49'13"E, A DISTANCE OF 401.26 FEET TO A POINT ON THE EAST LINE OF LOT 7, AFORESAID JOHN T. HAMMOND'S SUBDIVISION; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S00°31'45"E ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 1699.58 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S88°48'06"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 81.19 FEET TO A POINT ON THE EASTERLY LINE OF OLDFIELD MANOR SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 10, PAGE 243, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S30°04'45"E ALONG SAID EASTERLY LINE, A DISTANCE OF 257.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FLORIDA POWER TRANSMISSION LINE, A 100 FOOT RIGHT-

OF-WAY AS NOW LAID OUT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES; N66°33'08"W, A DISTANCE OF 1552.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2914.79 FEET, A CENTRAL ANGLE OF 11°30'04", A CHORD BEARING OF N72°18'10"W AND A CHORD DISTANCE OF 584.11 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 585.10 FEET TO A POINT ON THE EASTERLY LINE OF AFORESAID LOT 3, BLOCK 2, DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS; THENCE DEPARTING SAID CURVE, RUN N30°03'53"W ALONG SAID EASTERLY LINE OF LOT 3, A DISTANCE OF 483.93 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

THAT PART OF TURNBULL CREEK LYING BELOW THE MEAN HIGH WATER LINE LOCATED IN THE NAPIER GRANT IN SECTION 43, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND A PART OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 2, DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS, ACCORDING THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 42 AND ALSO RECORDED IN DEED BOOK "M", PAGE 688 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N59°47'36"E, A DISTANCE OF 14.91 FEET TO THE WEST LINE OF LOT 5, JOHN T. HAMMOND'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 5, PAGE 86 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N00°37'57"E ALONG SAID WEST LINE, A DISTANCE OF 72.35 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF TURNBULL CREEK, ACCORDING TO SURVEY PREPARED BY MARK DOWST & ASSOCIATES, INC. PROJECT NO. 1350, DATED 03/30/2017, AS FILED WITH THE BUREAU OF SURVEY AND MAPPING REPOSITORY, MEAN HIGH WATER LINE SURVEY FILE NUMBER 6421, AND THE POINT OF BEGINNING; THENCE CONTINUE N00°37'57"E ALONG SAID WEST LINE, A DISTANCE OF 876.70 FEET TO A POINT ON SAID MEAN HIGH WATER LINE; THENCE DEPARTING SAID WEST LINE OF LOT 5, RUN ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING NINETY-FIVE (95) COURSES; S16°44'06"E, 5.85 FEET; S38°15'23"E, 20.04 FEET; S37°43'17"E, 22.67 FEET; S00°51'41"W, 40.10 FEET; S01°42'24"W, 45.06 FEET; S03°08'30"W, 47.23 FEET; S19°58'25"E, 34.29 FEET; S14°04'41"E, 47.04 FEET; S00°31'38"W, 25.83 FEET; S09°48'21"E, 40.90 FEET; S76°54'36"E, 27.91 FEET; S31°02'38"W, 29.84 FEET; S26°28'18"E, 43.19 FEET; S32°50'55"E, 25.51 FEET; S46°16'24"E, 22.27 FEET; S05°48'48"E, 55.59 FEET; S10°42'42"W, 23.90 FEET; S31°32'16"E, 34.49 FEET; S09°35'23"E, 28.79 FEET; S21°13'36"E, 35.20 FEET; S18°56'43"E, 29.38 FEET; S32°16'47"E, 30.14 FEET; S14°48'15"E, 26.47 FEET; S42°24'13"E, 17.92 FEET; N87°02'14"E, 6.78 FEET; N84°33'42"E, 11.31 FEET; N55°58'08"E, 12.47 FEET; N32°46'05"E, 26.90 FEET; S58°25'45"E, 15.61 FEET; S44°13'22"E, 4.95 FEET; S57°31'18"W, 7.40 FEET; S38°52'10"W, 16.88 FEET; S51°58'56"W, 10.10 FEET; S18°59'29"W, 12.95 FEET; S31°54'41"E, 10.81 FEET; S51°41'40"E, 20.81 FEET; S30°57'47"E,

43.89 FEET; S27°18'46"E, 33.61 FEET; S45°38'13"E, 5.27 FEET; S75°33'31"E, 4.61 FEET; N86°04'18"E, 11.89 FEET; S24°42'14"E, 6.69 FEET; S51°25'45"W, 18.61 FEET; S01°05'35"E, 5.33 FEET; S20°00'09"E, 26.31 FEET; S24°56'34"E, 22.26 FEET; S36°09'56"E, 8.44 FEET; N57°12'10"E, 12.71 FEET; N10°59'02"E, 11.76 FEET; S70°08'39"E, 18.20 FEET; S40°06'51"E, 13.19 FEET; S54°04'53"W, 16.97 FEET; S57°57'35"W, 18.89 FEET; S17°00'32"W, 3.19 FEET; S01°11'40"E, 4.44 FEET; S21°15'52"E, 20.34 FEET; S26°51'38"E, 10.25 FEET; S76°57'43"E, 5.05 FEET; N65°20'07"E, 12.91 FEET; N63°15'27"E, 17.07 FEET; S62°05'56"E, 4.55 FEET; S11°59'54"W, 6.76 FEET; S19°47'17"E, 12.41 FEET; S84°31'39"W, 18.24 FEET; S71°59'49"W, 9.33 FEET; S26°36'03"W, 4.94 FEET; S13°51'10"E, 27.95 FEET; S23°10'57"E, 19.70 FEET; S36°56'25"E, 10.01 FEET; N88°55'58"E, 7.26 FEET; N52°13'23"E, 26.22 FEET; S48°58'56"E, 11.53 FEET; S46°48'36"E, 11.61 FEET; S04°05'54"E, 10.05 FEET; S03°03'20"E, 12.33 FEET; S41°11'55"W, 7.41 FEET; N12°49'52"W, 12.45 FEET; N31°59'48"W, 6.47 FEET; N38°46'09"W, 5.04 FEET; S70°53'19"W, 10.05 FEET; S81°36'07"W, 7.57 FEET; S60°28'52"W, 9.08 FEET; S04°26'48"W, 14.34 FEET; S18°48'05"E, 16.85 FEET; S23°46'01"E, 32.36 FEET; S26°50'28"E, 25.49 FEET; S05°28'01"E, 27.63 FEET; S26°10'24"E, 23.75 FEET; S16°57'19"E, 59.32 FEET; S06°40'30"E, 66.20 FEET; S08°46'45"E, 41.99 FEET; S19°27'17"E, 37.19 FEET; S17°14'51"E, 49.93 FEET; S11°13'20"E, 25.46 FEET; S04°15'23"E, 33.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FLORIDA POWER TRANSMISSION LINE, A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2914.79 FEET, A CENTRAL ANGLE OF 01°02'45", A CHORD BEARING OF N73°12'18"W AND A CHORD DISTANCE OF 53.21 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 53.21 FEET TO A POINT ON AFORESAID MEAN HIGH WATER LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN NORTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY-TWO (22) COURSES; N12°13'35"W, 33.84 FEET; N17°54'40"W, 59.20 FEET; N17°21'47"W, 76.97 FEET; N31°56'42"W, 29.65 FEET; N62°55'31"W, 44.85 FEET; N06°28'56"W, 30.91 FEET; N03°07'15"W, 53.38 FEET; N04°55'24"E, 42.00 FEET; N00°24'05"W, 41.34 FEET; N24°41'59"W, 37.70 FEET; N15°49'17"W, 58.97 FEET; N23°44'00"W, 41.83 FEET; N37°08'00"W, 54.68 FEET; N37°56'49"W, 57.05 FEET; N23°58'19"W, 27.19 FEET; N32°57'04"W, 51.57 FEET; N54°25'01"W, 27.98 FEET; S80°33'12"W, 28.73 FEET; S64°41'28"W, 39.56 FEET; S40°15'28"W, 60.90 FEET; S36°24'22"W, 32.66 FEET; S47°06'50"W, 45.85 FEET TO THE POINT OF BEGINNING.

AND ALSO:

SOUTH PARCEL:

A PART OF THE NAPIER GRANT IN SECTION 43, TOWNSHIP 17 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 16, BLOCK 9, DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS, ACCORDING THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 42 AND ALSO RECORDED IN DEED

BOOK "M", PAGE 688 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N60°25'32"E ALONG THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 650.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE N30°03'53"W ALONG THE EASTERLY LINE OF LOT 3, BLOCK 2, SAID DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS, A DISTANCE OF 50.41 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FLORIDA POWER TRANSMISSION LINE, A 100.00 FOOT RIGHT-OF-WAY AS NOW LAID OUT, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2814.79 FEET, A CENTRAL ANGLE OF 09°38'24", A CHORD BEARING OF S71°22'20"E AND A CHORD DISTANCE OF 473.03 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 473.59 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S66°33'08"E, A DISTANCE OF 1687.97 FEET TO THE EAST LINE OF OLDFIELD MANOR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 243 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S30°04'45"E, A DISTANCE OF 881.23 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF JUNGLE ROAD, A 50 FOOT RIGHT-OF-WAY AS NOW LAID OUT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N88°07'35"W, A DISTANCE OF 448.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLDFIELD AVENUE, A 50.00 FOOT RIGHT-OF-WAY; THENCE N30°13'30"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 433.25 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 31, BLOCK S, SAID OLDFIELD MANOR; THENCE S59°25'41"W, ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOTS 13 AND 31, BLOCK S, SAID OLDFIELD MANOR AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 305.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLEWOOD AVENUE, A 50.00 FOOT RIGHT-OF-WAY; THENCE S30°19'55"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 240.32 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID JUNGLE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: N88°07'35"W, A DISTANCE OF 261.04 FEET; THENCE S60°04'53"W, A DISTANCE OF 784.06 FEET; THENCE S81°29'12"W, A DISTANCE OF 292.62 FEET TO THE WESTERLY LINE OF LOT 34, BLOCK 12 SAID DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N29°49'19"W ALONG SAID WESTERLY LINE OF LOT 34, A DISTANCE OF 565.72 FEET TO THE SOUTHWEST CORNER OF LOT 21, BLOCK 9, SAID DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS; THENCE N30°21'39"W, ALONG THE WESTERLY LINE OF SAID LOT 21, A DISTANCE OF 654.04 FEET TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 9, SAID DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS; THENCE N30°18'34"W ALONG THE WESTERLY LINE OF SAID LOT 16, A DISTANCE OF 331.12 FEET TO THE NORTHEAST CORNER OF THE SOUTH 331.12 FEET OF LOT 15, BLOCK 9, SAID DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS; THENCE S59°56'21"W ALONG THE NORTH LINE OF THE SOUTH 331.12 FEET OF SAID LOT 15, A DISTANCE OF 632.54 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY

LINE OF OTTER BOULEVARD, A 50.00 FOOT RIGHT-OF-WAY; THENCE N30°16'10"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 328.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE N60°25'32"E ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 632.35 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

THAT PART OF TURNBULL CREEK LYING BELOW THE MEAN HIGH WATER LINE LOCATED IN THE NAPIER GRANT IN SECTION 43, TOWNSHIP 17 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 16, BLOCK 9, DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS, ACCORDING THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 42 AND ALSO RECORDED IN DEED BOOK "M", PAGE 688 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N60°25'32"E ALONG THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 650.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE N30°03'53"W ALONG THE EASTERLY LINE OF LOT 3, BLOCK 2, SAID DOUGHERTY'S SUBDIVISION IN THE NAPIER AND HULL GRANTS, A DISTANCE OF 50.41 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH, FLORIDA POWER TRANSMISSION LINE, A 100.00 FOOT RIGHT-OF-WAY AS NOW LAID OUT, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2814.79 FEET, A CENTRAL ANGLE OF 03°44'03", A CHORD BEARING OF S74°19'31"E AND A CHORD DISTANCE OF 183.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 183.44 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF TURNBULL CREEK, ACCORDING TO SURVEY PREPARED BY MARK DOWST & ASSOCIATES, INC. PROJECT NO. 1350, DATED 03/30/2017, AS FILED WITH THE BUREAU OF SURVEY AND MAPPING REPOSITORY, MEAN HIGH WATER LINE SURVEY FILE NUMBER 6421, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°03'11", HAVING A CHORD BEARING OF S71°55'54"E, A CHORD DISTANCE OF 51.74 FEET AND AN ARC DISTANCE OF 51.74 FEET TO A POINT ON SAID MEAN HIGH WATER LINE; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIFTY-EIGHT (58) COURSES; S18°06'38"E, 1.83 FEET; S13°39'17"E, 71.47 FEET; S25°26'07"E, 17.84 FEET; S02°55'48"W, 33.32 FEET; S03°49'23"E, 51.59 FEET; S00°47'36"W, 57.15 FEET; S02°09'49"E, 69.16 FEET; S09°22'56"E, 17.35 FEET; S15°49'57"E, 10.54 FEET; S05°20'22"E, 29.78 FEET; S12°09'50"E, 23.19 FEET; S13°48'02"E, 30.56 FEET; S15°32'28"E, 45.50 FEET; S20°08'26"E, 47.35 FEET; S32°17'29"E, 22.26 FEET; S21°39'07"E, 29.44 FEET; S24°44'49"E, 34.84 FEET; S32°47'33"E, 64.96 FEET; S34°08'20"E, 37.11 FEET; S33°41'40"E, 50.42 FEET; S24°32'35"E, 45.99 FEET; S21°00'38"E, 45.06 FEET; S29°56'35"E, 42.06 FEET; S27°56'30"E, 40.07 FEET; S27°07'03"E, 58.90 FEET; S22°42'50"E, 43.13 FEET; S24°11'12"E, 31.37 FEET, S52°49'19"E, 6.05 FEET; S32°30'11"E, 8.71 FEET; N40°11'35"E, 8.31 FEET; S25°46'38"W, 14.09 FEET; S15°08'39"E, 20.61 FEET; S21°06'45"E, 50.67 FEET;

S25°58'51"E, 14.85 FEET; S33°05'10"E, 38.48 FEET; S60°01'29"E, 3.31 FEET; S06°36'52"E, 6.19 FEET; S26°20'17"E, 17.92 FEET; S26°34'49"E, 34.73 FEET; S28°17'49"E, 58.13 FEET; S33°14'33"E, 32.96 FEET; S26°07'02"E, 44.53 FEET; S32°26'06"E, 25.94 FEET; S33°43'00"E, 44.49 FEET; S32°55'45"E, 44.22 FEET; S29°19'45"E, 18.78 FEET; S37°47'51"E, 50.62 FEET; S36°00'12"E, 50.48 FEET; S29°06'14"E, 54.13 FEET; S30°14'02"E, 29.06 FEET; S32°24'48"E, 50.55 FEET; S28°40'42"E, 44.70 FEET; S29°24'13"E, 35.73 FEET; S35°58'18"E, 20.70 FEET; S54°44'57"E, 26.50 FEET; S22°49'52"E, 7.37 FEET; S20°38'32"E, 5.59 FEET; S45°42'25"W, 4.94 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JUNGLE ROAD, A 50 FOOT RIGHT-OF-WAY AS NOW LAID OUT; THENCE DEPARTING SAID MEAN HIGH WATER LINE, RUN S60°04'53"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.05 FEET TO A POINT ON AFORESAID MEAN HIGH WATER LINE; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING SEVENTY-THREE (73) COURSES; N40°46'55"W, 23.04 FEET; N28°10'32"W, 60.23 FEET; N34°50'25"W, 21.68 FEET; N32°27'31"W, 60.16 FEET; N31°07'00"W, 52.04 FEET; N30°17'12"W, 52.47 FEET; N40°34'56"W, 31.60 FEET; N37°28'54"W, 16.42 FEET; N49°52'39"W, 31.25 FEET; N38°32'15"W 14.73 FEET; N30°34'00"W, 45.68 FEET; N39°13'10"W, 21.57 FEET; N32°05'24"W, 57.12 FEET; N41°46'12"W, 84.39 FEET; N33°11'56"W, 32.56 FEET; N38°59'24"W, 42.30 FEET; N44°35'10"W, 53.56 FEET; N34°45'07"W, 27.46 FEET; N41°12'47"W, 29.51 FEET; S48°04'17"W, 12.55 FEET; S12°24'23"E, 19.91 FEET; S08°53'44"E, 14.86 FEET; S35°45'13"E, 9.30 FEET; S88°14'50"W, 15.23 FEET; N11°14'12"W, 38.80 FEET; N18°15'31"W, 41.75 FEET; N00°09'56"W, 29.37 FEET; S10°03'30"E, 18.90 FEET; S28°04'13"E, 17.81 FEET; S01°09'24"E, 13.43 FEET; S78°25'15"E, 4.44 FEET; N39°05'37"E, 13.71 FEET; N20°03'00"W, 46.75 FEET; N26°41'13"W, 41.02 FEET; N87°14'53"W, 12.94 FEET; N42°59'47"W, 12.07 FEET; N03°48'42"E, 23.50 FEET; N10°43'06"W, 39.76 FEET; N20°42'58"W, 72.46 FEET; N25°32'48"W, 73.04 FEET; N27°38'18"W, 78.76 FEET; N29°12'51"W, 108.71 FEET; N18°18'57"W, 45.92 FEET; N02°43'53"W, 18.19 FEET; N37°52'41"W, 15.46 FEET; N13°01'24"W, 73.63 FEET; N12°38'49"E, 34.77 FEET; N37°15'23"W, 35.03 FEET; N10°41'44"W, 26.65 FEET; N06°21'01"W, 48.38 FEET; N14°32'04"W, 39.97 FEET; S74°14'27"W, 20.43 FEET; N45°55'10"W, 9.89 FEET; N00°50'30"W, 5.13 FEET; N21°54'03"W, 23.28 FEET; N12°06'52"E, 20.28 FEET; N57°23'43"E, 5.88 FEET; S02°10'20"W, 13.48 FEET; S04°50'42"E, 13.46 FEET; S33°28'06"E, 8.79 FEET; S87°18'28"E, 12.96 FEET; N40°34'14"E, 17.07 FEET; N00°35'46"W, 45.47 FEET; N04°17'49"W, 39.78 FEET; N04°49'57"W, 38.81 FEET; N40°31'51"W, 30.52 FEET; N22°37'39"E, 18.18 FEET; N35°02'15"E, 26.84 FEET; N07°26'19"W, 36.91 FEET; N13°47'46"W, 29.77 FEET; N27°56'48"W, 21.18 FEET; N04°41'11"W, 23.22 FEET; N13°51'21"W, 25.93 FEET TO THE POINT OF BEGINNING.

SECOND AMENDED MANAGEMENT PLAN

FOR

TURNBULL CREEK WATERSHED PRESERVATION AREA

FCT# 18-021-FF19

By:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

7 November 2026

DRAFT

_____

Ralph Anthony "Tony" Miller, PWS, AGTA
Natural Resources Manager

TABLE OF CONTENTS

1 EXECUTIVE SUMMARY 1
2 INTRODUCTION 1
2.1 Activities Completed and Land Management to Date 2
2.2 Acquisition of Property 4
2.3 Approved Management Plan 4
2.4 Dedication to Public Use and Declaration of Restrictive Covenants (DDRC) 4
2.5 Activities Completed and Land Management to Date 5
3 EXISTING CONDITIONS SUMMARY 6
3.1 Soils 7
3.2 Land Cover 7
3.3 Existing Hiking Trails and Existing Unused Trails 7
4 AMENDED MANAGEMENT VISION 8
4.1 Historic Conditions 8
4.2 Management Zones 8
4.2.1 Northern Management Zone 8
4.2.2 Southern Management Zone 9
4.2.3 Creek/Canal Management Zone 9
4.2.4 Western Management Zone 10
4.3 Compatible Revenue-Generating Conservation Activities 10
5 MANAGEMENT ZONE OBJECTIVES AND LAND MANAGEMENT ACTIONS 11
5.1 Northern Management Zone 11
5.1.1 Primary Resources 11
5.1.2 Historic Live Oak Conservation Areas 11
5.1.3 Gopher Tortoise Habitat Enhancement Areas 12
5.1.4 Seasonal Slough Preservation Area 12
5.1.5 Pine-Mesic Oak Forests 13
5.1.6 Wetlands 13
5.1.7 Trails 13
5.2 Southern Management Zone 15
5.2.1 Primary Resources 15
5.2.2 Historic Live Oak Conservation Areas 15
5.2.3 Gopher Tortoise Habitat Enhancement Areas 15
5.2.4 Fire Restoration Area 16
5.2.5 Pine-Mesic Oak Forests 17
5.2.6 Wetlands 17
5.2.7 Trails 18
5.3 Creek/Canal Management Zone 19
5.3.1 Primary Resources 19
5.3.2 Historic Live Oak Conservation Areas 19
5.3.3 Creek and Riverine Wetlands 19
5.4 Western Management Zone 20
5.4.1 Primary Resources 20

DRAFT

5.4.2 Historic Live Oak Conservation Areas 20
5.4.3 Gopher Tortoise Habitat Enhancement Areas 21
5.4.4 Trails 22
6 MANAGEMENT ACTIVITIES 23
6.1 Historic Live Oak Conservation Areas and Adjacent Live Oak Forests 23
6.2 Gopher Tortoise Habitat Enhancement Areas 24
6.3 Seasonal Slough Preservation Area, Wetlands, and Creek 24
6.4 Fire Restoration Area 25
6.5 Pine-Mesic Oak Forests 26
6.6 Trails 27
7 INVASIVE EXOTIC PLANT MANAGEMENT 28
8 MONITORING AND ADAPTIVE MANAGEMENT 28
9 IMPLEMENTATION 29
10 PLAN ADMINISTRATION 30
11 REGULATORY AND TECHNICAL REFERENCES 31

LIST OF APPENDICES

Appendix A. Reference Figures
- Figure A-1. 1943 Aerial
- Figure A-2. 2025 Aerial
- Figure A-3. NRCS-Mapped Soils
- Figure A-4. 2006 LiDAR Contours
- Figure A-5. Site Specific Mapped Land Cover/Use
- Figure A-6. SJRWMD Approved Wetland Lines
- Figure A-7. Historic Live Oak Trees
- Figure A-8. Specimen Trees
- Figure A-9. Trails and potential boardwalks

Appendix B. Land Manager Resume
Appendix C. Custom Soils Report
Appendix D. 2024 Environmental Assessment Report

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1. EXECUTIVE SUMMARY

The Turnbull Creek Watershed Preservation Area is an approximately 152.36-acre municipal conservation Property generally bound by Pioneer Trail to the north, Jungle Road to the south, and Otter Boulevard to the west. The Property containing pine flatwoods, hydric pine flatwoods, live oak communities, mixed wetland hardwoods, saltwater marsh, streams and waterways, documented historic live oaks, gopher tortoise habitat, and an existing trail network, and is surrounded by residential properties and transportation infrastructure. The Property functions as a wildlife refuge, watershed protection area, and passive public recreation site.

This draft management plan recommends managing the preserve as an oak-flatwoods-wetland mosaic. Because routine prescribed fire is not feasible in this developed setting, the plan emphasizes rotational mechanical treatment, invasive species control, wetland and hydrologic protection, protection of historic live oaks, gopher tortoise habitat enhancement, boardwalk-supported public access, and adaptive monitoring.

2 INTRODUCTION

Background: The citizens of New Smyrna Beach voted with overwhelming public support (75%) to pass a bond referendum for $15 million in November 2018 to protect water quality by preventing pollution in Turnbull Creek and Bay, Spruce Creek, the Indian River, and the Atlantic Ocean and to preserve wildlife habitat and natural areas from development by acquiring land along Turnbull Creek. The Turnbull Creek Watershed Preservation initiative's first acquisition goal was to purchase approximately 150 acres of undeveloped privately owned property between Jungle Road and Pioneer Trail that was zoned to be developed with 300+ single- and multi-family residences (Property), which is the subject of this management plan. While pending approval from the City of New Smyrna Beach, the Property had obtained its Environmental Resource Permits from the St Johns Water Management District.

The Property forms a natural watershed for tidal flow from Turnbull Creek into Turnbull Bay to Spruce Creek, which is recognized as an Outstanding Florida Water, and connects to the Halifax River and the Indian River Lagoon. Turnbull Creek is on the National Register of Historic Places as part of the Turnbull Canal System that was built by Andrew Turnbull's Smyrna Colony settlers. The portion of Turnbull Creek that flows through the Property is identified as Turnbull's Grand Canal. The Property routinely floods during fall King tides. The Property was purchased through funding from the Florida Communities Trust grant and the Turnbull Creek Watershed Preservation bond referendum in August 2019.



Location: The Property is located in New Smyrna Beach, Florida, generally between State Road 44, a four-lane State Highway, and Pioneer Trail, a two-lane County Road, about midway between Interstate-95 and U.S. Highway 1. Approximately 3,700 feet of the Turnbull Grand Canal/Turnbull Creek runs through the Property in a generally north/south orientation. In total, the Property consists of nine parcels. It abuts Holland Park, a 47.1-acre, City-owned and managed, passive park and disc golf course, located at 357 Otter Boulevard. The Property is bisected by the New Smyrna Beach Multi-Use Trail, a scenic, accessible paved trail that runs along the New Smyrna Beach Utilities Commission's right-of-

way. The trail is ideal for walking, running, biking, and family-friendly outdoor activities. Holland Park contains restrooms, drinking water, and a covered picnic pavilion. The Holland Park Disc Golf Course consists of an 18-hole (Par 54) disc golf course with concrete tee pads, mixed-use baskets, and a dog-friendly, cart-friendly layout.

2.1 Florida Communities Trust (FCT) Grant Special Management Conditions: On 1 August 2019, FCT Grant Agreement #18-021-FF19 was executed by the Florida Communities Trust, State of Florida, Department of Environmental Protection to assist with the purchase of the Property. Pursuant to Section IX (Special Management Conditions) of the Agreement, based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62- 818. 009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site [Property] and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site [Property] was purchased with funds from the Florida Communities Trust Program (and the Recipient if Recipient provided a match). The sign should include the date the site was acquired
2. Recreational Facilities - The Recipient must provide at least two recreational facilities, such as a picnicing and wildlife observation platform. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.
3. Water Access - The Recipient must provide a water access facility to an existing open water shoreline, such as a wildlife observation platform.
4. Trails - The Recipient must provide land-based walking, nature, bike, equestrian, or multi-use trails of at least 1/2 mile on the Project Site [Property].
5. Linked Land -Based Recreational Trail System - The Recipient must connect the Project Site [Property] to and manage the Project Site [Property] as part of a local, regional, or statewide land - based recreational trail system.
6. Connectivity - The Project Site [Property] must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.
7. Interpretation - The Recipient must provide interpretive kiosks on the Project Site [Property] to educate visitors about the natural environment and the unique history of the area.
8. Locally Significant and Strategic Habitat Conservation - The Recipient must manage the Project Site [Property] in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic Habitat Conservation Areas found onsite.
9. Water Quality Facility - The Recipient must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site [Property]. The water quality facility must be designed to have a park-like or natural setting.
10. Water Quality - The Recipient must develop and manage the Project Site [Property] in a manner that will protect the adjacent Outstanding Florida Waters of the Spruce Creek Special Water Outstanding Florida Waters.

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11. Archaeological and Historic Resources - The Recipient must develop and manage the Project Site [Property] to ensure the preservation of historical, cultural, or archaeological features on the Project Site [Property].
12. Coordination - The Recipient must coordinate management of the Project Site [Property] with the adjacent Holland Park.
13. Ecological Corridor - The Recipient must protect and manage the Project Site [Property] as part of an ecological corridor.

The Recipient must protect and manage the Project Site [Property] as part of an ecological corridor within the county's designated Florida Wildlife Corridor.

The Recipient must protect and manage the Project Site [Property] with the agencies managing conservation lands in the Florida Wildlife Corridor, to ensure the Project Site [Property] is protected and managed as part of the larger ecological corridor system.

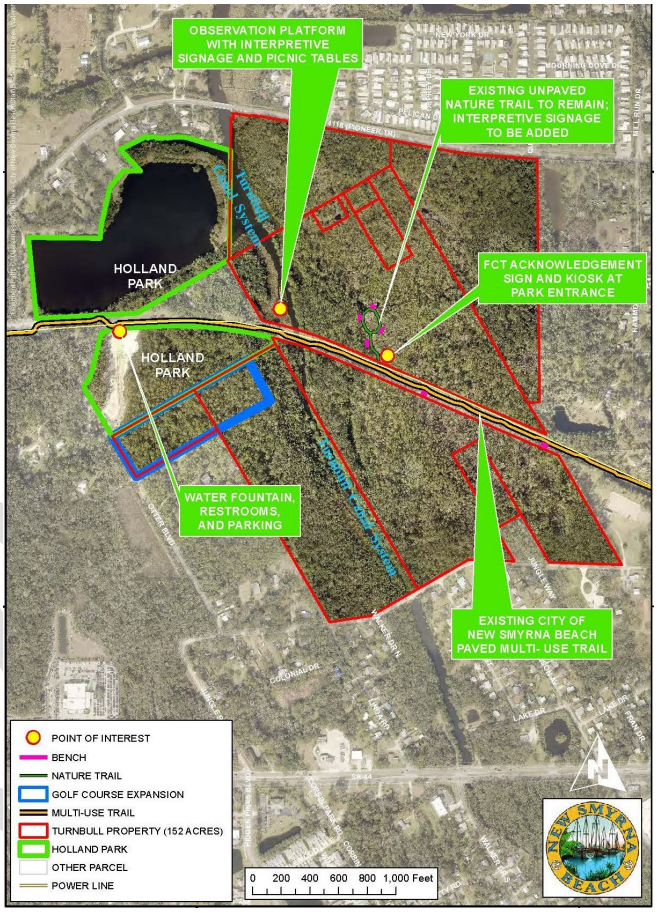
Pursuant to Section X (Dedication to Public Use and Declaration of Restrictive Covenants Requirements Imposed by Chapter 259 and Chapter 380, Part III, Florida Statutes (F.S.):

1. Each parcel in the Project Site [Property] will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site [Property] at all times complies with Sections 375.051 and 380.510, F. S.; Section 11(e), Article VII of the Florida Constitution. The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site [Property], as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.
2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site [Property] at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site [Property] is located.
3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient' s notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient' s request, fee simple title to all

interest in the Project Site [Property] must be conveyed to the Trustees. FCT will treat such Property in accordance with Section 380.508(4), F.S.

2.2 Acquisition of Property: On 29 August 2019, The Trust for Public Land purchased the Property and transferred it to the City the next day.

2.3 Approved Management Plan: After acquisition of the Property, the City developed a Management Plan to ensure that the Property will be developed in accordance with the Declaration of Restrictive Covenants and in furtherance of the purpose of the grant application. The Management Plan was approved by the Florida Department of Environmental Protection (FDEP) and the Florida Communities Trust (FCT) on 26 May 2020. The approved Management Plan included expansion of the disc golf course into Parcel 7343-06-00-0152 and the northwestern portion of Parcel 7343-06-00-0160; construction of an observation platform on Turnbull Creek with interpretive signage and picnic tables adjacent to the multi-use trail; and installation of a Florida Communities Trust acknowledgement sign and kiosk at the entrance to the Property, and interpretive signage along, a 0.14-mile existing nature trail off of the multi-use trail.



2.4 Dedication to Public Use and Declaration of Restrictive Covenants (DDRC): On 8 October 2020 the attached Dedication to Public Use and Declaration of Restrictive Covenants (DDRC) was recorded with the Volusia County Clerk of Courts. As stated in Section VI. of the recorded DDRC:

1. The Project Site [Property] must be managed only for the conservation, protection, and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site [Property] [Property] are specifically designated in the Management Plan approved by FCT, which is hereby incorporated by reference. A copy of the Management Plan can be obtained by contacting FCT per Section IV.
2. The Recipient will ensure that the future land use designation assigned to the Project Site [Property] is a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the Recipient will propose the amendment at the next available comprehensive plan amendment cycle. The Recipient will provide FCT with documentation of the change.
3. The Recipient will ensure that all activities under this DDRC 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.

4. The Recipient will prevent the unauthorized use of the Project Site [Property] or any use that does not comply with the Management Plan approved by FCT.
5. FCT staff or its duly authorized representatives have the right to inspect the Project Site [Property] and the operations of the Recipient at the Project Site [Property].
6. All buildings, structures, improvements, and signs not authorized by the approved Management Plan will require the prior written approval of FCT. Major land alterations not authorized by the approved Management Plan will require the written approval of FCT. FCT will approve the proposed changes if the proposed structures, buildings, improvements, signs, vegetation removal, or land alterations will not adversely impact the natural resources bf the Project Site [Property].
7. If archaeological and historic sites are located on the Project Site [Property], the Recipient must comply with Chapter 267, F.S. The collection of artifacts from the Project Site [Property] or the disturbance of archaeological and historic sites on the Project Site [Property] are prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.
8. As required by Rule 62-818.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient will submit to FCT an annual stewardship report documenting the Recipient's progress in implementing the Management Plan. The initial stewardship report will document any necessary change to the future land use designation for the site. Once the Project Site [Property] is fully developed as outlined in the approved Management Plan, the Recipient may request transition to five-year stewardship report reviews pursuant to Rule 62-818.013, F.A.C. In addition to the annual stewardship report, the Recipient must report any revenue generated on the Project Site [Property] by July 31st of each year. The Recipient will report revenue on a form approved by FCT staff.

2.5 Activities Completed and Land Management to Date: The following activities have been completed on the Property:

- All nine parcels have been acquired by the City.
- The loop trail identified in the approved master plan, the Turnbull Creek observation platform, the Holland Park disc golf course, and the multi-use trail have been completed and are open to the public.
- The Future Land Use of the purchased parcels have been changed to Conservation and the zoning have been changed to Conservation/Airport Overlay.
- The required Dedication to Public Use and Declaration of Restrictive Covenants (DDRC) was recorded with the Volusia County Clerk of Courts.
- The Florida Communities Trust acknowledgement sign has been constructed, and benches have been installed along both the unpaved nature trail and the paved multi-use trail.
- The required annual reports have been submitted and on 23 June 2025, the Florida Department of Environmental Protection (FDEP) approved the City's request to transition to a 5-year stewardship reporting cycle with the next report due on 30 June 2030.

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- In April 2023 a wildfire, centered at approximately 29.019483°, -80.953690°, resulted in the creation of approximately 2,400 linear feet of 10- to 12-foot wide emergency fire breaks by the Forest Service to contain the approximately 6.1-acre fire, as outlined in yellow in the figure to the right. The origin of the fire is unknown but given the time of year, it likely was lightning ignited.



- A full-time manager has been hired to manage the Property along with the other properties purchased with funding from the Turnbull Creek Watershed Preservation bond. Please note that these additional land purchases are unrelated to the Florida Communities Trust grant. The Natural Resources Manager is a Professional Wetland Scientist, certified by the Society of Wetland Scientists; and a Gopher Tortoise Agent permitted by the Florida Fish and Wildlife Conservation Commission. The Natural Resource Manager has over 35 years of experience in natural resource assessments, land management, and wetland permitting (see attached resume in Appendix B).

- In mid-June 2026, the Florida Forest Service established 20- to 40-foot-wide wildfire hazard mitigation buffers along the western and northwestern Property boundaries (as denoted in pink in the figure to the right) to mitigate the wildfire risk to adjacent homes and properties in accordance with sections 590.01 and 590.02, Florida Statutes. The buffers, which were established by mechanical mulching, provide both a defensible buffer between wildland fuels and adjacent properties, and provide easier emergency access to the natural/urban interface. The buffers expanded the existing buffer provided by an unpaved extension of Linda Road that parallels the western Property line and extended it northward to the northernmost privately-owned parcel adjacent to the properties, then westward to Otter Road.



3 EXISTING CONDITIONS SUMMARY

Topography: Based on National Oceanic and Atmospheric Administration (NOAA) LIDAR (Light Detection and Ranging) data, the elevations on the Property range from 0 feet NGVD 88 in and along the Turnbull Canal/Turnbull Creek to a high of 7 feet along a ridge parallelling the western Property line. A secondary north/south-oriented ridge through the central portion of the Property, east of the canal/creek rises to approximately 6 feet NAVD 88. A seasonal slough/flow-way bisects the secondary ridge in the northern area of the Property.

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3.1 Soils: The soils distribution indicate that the Property historically contained a natural mosaic of uplands, flatwoods, wet prairies, sloughs, floodplain wetlands, and hammocks (see attached soil report); including approximately:

- 78% South Florida Flatwoods (Pomona, Wabasso, EauGallie, and Myakka soils),
- 13% Floodplain wetlands associated with Fluvaquents soils,
- 7% Xeric uplands associated with Cassia soils,

Small inclusions of wetland hardwood hammock and marsh habitats.

3.2 Land Cover: Based the land covers mapped in the Environmental Assessment Report, prepared by Biological Consulting Services, Inc., dated June 2024, the Property contains approximately:



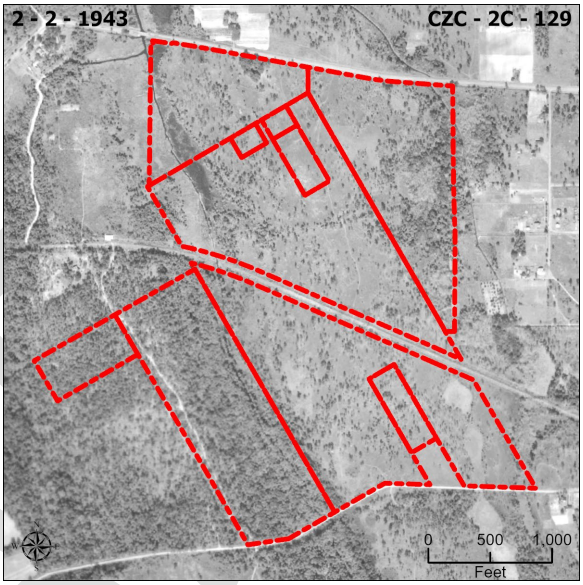
- 33% Pine – Mesic Oak (FLCS 1124/FLUCCS 414)
- 31% Mesic Flatwoods (FLCS 1311/FLUCCS 411)
- 18% Live Oak (FLCS 1123/FLUCCS 427)
- 8% Mixed Wetland Hardwoods (FLCS 2233/FLUCCS 617)
- 5% Cabbage Palm Hydric Hammock (FLCS 22323/FLUCCS 6181)
- 4% Bays and Estuaries (FLCS 5000/FLUCCS 5400)
- 4% Saltwater Marshes (FLCS 5240/FLUCCS 642)
- 3% Hydric Pine Flatwoods (FLCS 22211/FLUCCS 625)
- <1% Spoil Islands (FLCS 1817/FLUCCS 743)

3.3 Existing Hiking Trail and Existing Unused Trails: In addition to the trail that was identified on the original management plan for the property, denoted on the figure to the right, in yellow, the Property contains a series of existing trails and paths the majority of which have existed on the Property since 2016, when the Natural Lands Manager conducted ecological assessments of the Property for the previous landowners. The existing trails that have been on the Property since at least 2016 are identified in white in the figure to the right. These trails generally are approximately 5 to 6 feet wide and are surprisingly well maintained, presumable by homeless and other unauthorized trespassers. These trails generally are drivable during dry weather with a standard two-wheel drive side-by-side utility terrain vehicle (UTV). The trail identified in green in the figure to the right also is a trail that existed in 2016. This trail is 2 to 3 feet wide and would best be described as a primitive trail. It is accessible only on foot. The trail indicated in pink is the firebreak from the 2023 wildfire, discussed on page 6, above. The existing trail network provides management access for patrolling the Property, and for land management purposes.



4 AMENDED MANAGEMENT VISION

Manage the Property as a connected conservation landscape that protects the water quality of the Turnbull Grand Canal/Turnbull Creek and its downstream waters, enhances biodiversity of the Property by restoring open flatwoods structure where appropriate, preserves riverine wetlands and seasonal drainage features, protects historic live oak resources, enhances gopher tortoise habitat, and provides compatible passive public access in accordance with paragraph 8 of the Florida Communities Trust (FCT) Grant Special Management Conditions and paragraph 1 of the recorded Dedication to Public Use and Declaration of Restrictive Covenants (DDRC).



4.1 Historic Conditions: Based on aerial imagery from 2 February 1943, and soils data from the Natural Resources Conservation Service (NRCS), the ideal goal of this amended management plan would be to manage this Property as a fire-maintained mosaic of flatwoods, pine-oak forests, and mixed hardwood wetlands, with management focused on restoring and maintaining the natural hydrologic gradient rather than maximizing any single habitat type. However, because of the proximity of the Property to urban and suburban development, and major transportation networks including interstate highways, state roads, county roads, rail lines, and an airport, fire management is not feasible. As such, the goal of this management plan is to enhance, restore, and maintain a diverse wildlife habitat complex dominated by open pine flatwoods, wetlands, and floodplain habitats through mechanical vegetation management rather than prescribed fire while maintaining the historic live oak forests west of Turnbull Creek.

4.2 Management Zones: Existing features on the Property generally divide the Property into four Management Zones, which are organized around hydrology, restoration potential, historic live oak resources, public access, and gopher tortoise habitat suitability. The figure to the left is a planning-level interpretation and should not be treated as a surveyed boundary map. The Management Zones are as follows:



4.2.1 Northern Management Zone: The Northern Management Zone, area north of the multi-use trail between the trail and Pioneer Trail. It consists of approximately 13% Mixed Wetland Hardwood swamps (FLCS 2233/FLUCCS 617), 57% Pine – Mesic Oak forests (FLCS 1124/FLUCCS 414), and 30% Fire-Suppressed Mesic Flatwoods (FLCS 1311/FLUCCS 411). Based on Natural Resources Conservation Service (NRCS) soil maps, 99,4% of the soils in the Northern Management Zone are slightly hydric, ranging from 10% hydric to 25% hydric. The NRCS rates soils based on the dominant soil characteristics that

influence the suitability of the soil for excavation, maintenance, and preservation of burrows by gopher tortoises (*Gopherus polyphemus*). The NRCS rates 55.5% of the soils in the Northern Management Zone as Less Suited for gopher tortoises. While only one potentially occupied gopher tortoise burrow has been observed in the Northern Management Zone, numerous waif tortoises have been observed along the trail in the Zone.

There are at least ten historic live oak trees and 143 specimen trees in the Northern Management Zone, including three live oak trees in the Northern Management Zone that need to be investigated to see if they now meet the requirements to be classified as a historic oak. Historic live oaks are live oaks (*Quercus virginiana*) with a diameter at breast height (DBH) of 36-inches or greater. Specimen trees are trees with a minimum DBH of 12 inches or 18 inches, depending on the species. The trees on the Property were mapped in 2016 by the previous landowner during their efforts to develop the property.

4.2.2 Southern Management Zone: The Southern Management Zone, area south of the multi-use trail between the trail and Jungle Road. It consists of approximately 11% Fire-Suppressed Hydric Pine Flatwoods (FLCS 22211/FLUCCS 625), 7% Mixed Wetland Hardwood swamps (FLCS 2233/FLUCCS 617), 43% Fire-Suppressed Mesic Flatwoods (FLCS 1311/FLUCCS 411), 25% Pine – Mesic forests (FLCS 1124/FLUCCS 414), and 14% Live Oak forests (FLCS 1123/FLUCCS 427). Approximately 6.1 acres (35%) of the Mesic Flatwoods experienced a catastrophic wildfire in 2023. Based on NRCS soils maps, 86.2% of the soils in the Southern Management Zone are slightly hydric, ranging from 10% hydric to 25% hydric; 10.1% as mostly hydric at 80% hydric rating; and 3.8% as 100% hydric. The NRCS rates 68.2% of the soils in the Southern Management Zone as Less Suited for gopher tortoise burrow excavation, maintenance, and preservation. Only one occupied gopher tortoise burrow has been observed in the Southern Management Zone, the occupant of which has been observed primarily foraging in the sod along the multiuse trail.

There are at least one historic live oak trees and 277 specimen trees in the Southern Management Zone, including two water oaks (*Quercus nigra*) exceeding 50 inches DBH, one laurel oak (*Quercus laurifolia*) exceeding 50 inches in DBH, two laurel oaks exceeding 35.9 inches DBH, and two like oaks that need to be investigated to see if they now meet the requirements to be classified as a historic oak. Again, historic live oaks are live oaks (*Q. virginiana*) with a diameter at breast height (DBH) of 36-inches or greater. Specimen trees are trees with a minimum DBH of 12 inches or 18 inches, depending on the species. The trees on the Property were mapped in 2016 by the previous landowner during their efforts to develop the property.

4.2.3 Creek/Canal Management Zone: The Creek/Canal Management Zone, within the immediate area of Turnbull Creek/Grand Canal. The Creek/Canal Management Zone currently consists of approximately 30% Bay and Estuaries (FLCS 5000/FLUCCS 5400), 37% Cabbage Palm Hydric Hammock (FLCS 22323/FLUCCS6181), 29% Saltwater Marshes (FLCS 5240/FLUCCS 642), 2% Mixed Wetland Hardwood (FLCS 2233/FLUCCS 617), and 1% Spoil Islands (FLCS 1817/FLUCCS 743). Based on NRCS soils maps, 86.3% of the Creek/Canal Management Zone is mapped as 100% hydric or water with the remaining 13.7% mapped as slightly hydric (10%-25% hydric. The NRCS rates 10.9% of the soils in the Creek/Canal Management Zone as Less Suited for gopher tortoise burrow excavation, maintenance, and preservation. No gopher tortoise burrow has been observed in the Creek/Canal Management Zone.

There are at least three historic live oak trees and thirty-three specimen trees in the Creek/Canal Management Zone, including one live oak (*Q. virginiana*) exceeding 48.4 inches DBH. Again, historic live oaks are live oaks with a diameter at breast height (DBH) of 36-inches or greater. Specimen trees are trees with a minimum DBH of 12 inches or 18 inches, depending on the species. The trees on the Property were mapped in 2016 by the previous landowner during their efforts to develop the property.

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4.2.4 Western Management Zone: The Western Management Zone, the area west of Turnbull Creek/Grand Canal is the most xeric portion of the Property consisting of approximately 56% Live Oak forests (FLCS 1123/FLUCCS 427), 42% Mesic Flatwoods, and 2% Pine – Mesic Oak forests. Based on NRCS soils maps, 47.2% of the soils in the Western Management Zone are non-hydric (0% hydric); 46.7% are slightly hydric, 10% hydric; and only 6.2% are 100% hydric. The NRCS rates 47.2% of the soils in the Western Management Zone as Highly Suited for gopher tortoise burrow excavation, maintenance, and preservation with another 46.7% rated as Less Suited. Multiple gopher tortoises and gopher tortoise burrows have been observed and reported in the Western Management Zone.

There are at least twelve historic live oak trees and 215 specimen trees in the Western Management Zone, including one laurel oak (*Quercus laurifolia*) exceeding 59 inches in DBH, two laurel oaks exceeding 39 inches DBH, one southern magnolia (*Magnolia grandiflora*) exceeding 37 inches DBH, and two live oaks (Q. virginiana) that need to be investigated to see if they now meet the requirements to be classified as a historic oak. Again, historic live oaks are live oaks with a diameter at breast height (DBH) of 36-inches or greater. Specimen trees are trees with a minimum DBH of 12 inches or 18 inches, depending on the species. The trees on the Property were mapped in 2016 by the previous landowner during their efforts to develop the property.

4.3 Compatible Revenue-Generating Conservation Activities: In November 2026, Florida voters approved Amendment 3, a constitutional amendment that increases the homestead exemption applicable to non-school property taxes. The amendment reduces the taxable value of qualifying homesteaded property for municipal, county, and other affected non-school property taxes and is expected to reduce property-tax revenues available to local governments such as the City of New Smyrna Beach.

In light of this changing fiscal environment, the City recognizes the value of investigating opportunities for conservation properties to generate supplemental revenue to support their long-term management and stewardship. Revenue generation shall not constitute an independent management purpose of the Property. Any revenue-generating activity shall remain subordinate to, and compatible with, the conservation, protection, and enhancement of natural and historical resources and the compatible passive, natural-resource-based recreational purposes established by the Florida Communities Trust Grant Agreement, the recorded Dedication to Public Use and Declaration of Restrictive Covenants, and this Management Plan.

Within the Northern, Southern, and Western Management Zones, the City may investigate and evaluate compatible natural-resource-based revenue opportunities, including apiary or honeybee leases and managed saw palmetto berry harvesting arrangements, together with other activities that may complement or remain compatible with the ecological management of the Property. Identification of an activity in this Management Plan as a potential revenue opportunity shall not, by itself, constitute a determination that the activity is permissible, ecologically appropriate, or approved for implementation.

Before implementation, each proposed revenue-generating activity shall be evaluated for consistency with the conservation purposes and management objectives of the Property, applicable protected-species requirements, habitat-management objectives, hydrology, public access, the Florida Communities Trust Grant Agreement, the recorded Dedication to Public Use and Declaration of Restrictive Covenants, and other applicable requirements. Activities that would conflict with these purposes or materially impair the natural resources of the Property shall not be undertaken. Where Florida Communities Trust approval is required for an associated improvement, major land alteration, vegetation removal, or other activity not authorized by the approved Management Plan, such approval shall be obtained before implementation.

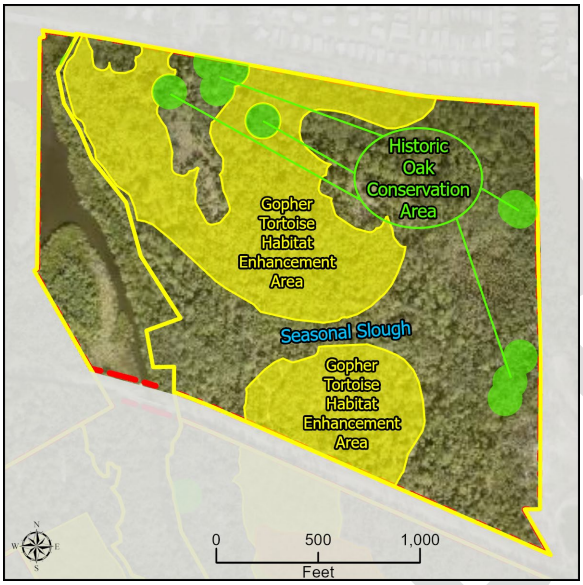
The location, timing, method, intensity, duration, access, equipment, harvesting practices, and other operating conditions associated with an approved activity may be restricted as necessary to protect natural resources and accomplish the ecological management objectives established by this Plan.

One hundred percent of all revenue generated from activities conducted on the Property shall be deposited into a dedicated account or fund restricted to the management, restoration, stewardship, protection, maintenance, and compatible public use of the Property. Such revenue shall not be transferred to the City's general fund or used for purposes unrelated to the Property. Eligible expenditures may include habitat restoration and maintenance, invasive exotic plant control, protected-species management, wildfire and fuel management, wetland and hydrologic protection, trail and boardwalk maintenance and improvements, environmental interpretation, resource monitoring, and other activities necessary to implement this Management Plan.

Revenue generated on the Property and expenditures from the dedicated account shall be documented as part of the City's stewardship records. Revenue shall also be reported to Florida Communities Trust in accordance with applicable reporting requirements. The recorded Dedication to Public Use and Declaration of Restrictive Covenants currently requires revenue generated on the Project Site to be reported to Florida Communities Trust by July 31 of each year on a form approved by FCT staff.

5 MANAGEMENT ZONE OBJECTIVES AND LAND MANAGEMENT ACTIONS

5.1 Northern Management Zone:



5.1.1 Primary Resources: Wetlands; Historic Live Oaks; Gopher Tortoises; Seasonal Slough; Fire-Suppressed Pine Flatwoods; Pine-Mesic Oak Forests; Wetlands; Existing Hiking Trail; Existing Unopened Trails.

5.1.2 Historic Live Oak Conservation Areas: As discussed above, there are ten known historic live oak trees (*Q. virginiana*) in the Northern Management Zone. Historic live oaks represent significant ecological, cultural, aesthetic, and habitat resources within the Property and shall be managed for long-term preservation and natural longevity.

Management Objectives

- Protect the tree's trunk, canopy, structural roots, and surrounding rooting environment by establishing a Protection Zone around each historic live oak tree and around each live oak exceeding 35 inches DBH.
- Exclude forestry mulching equipment, roller chopping, discing, grading, trenching, equipment staging, and vehicles from the Protection Zones.
- Visually inspect every three to five years and following major hurricanes.
- Retain natural cavities, deadwood, large limbs, and other wildlife-habitat features where they do not create an unacceptable risk to public-use areas.
- Maintain natural vegetation beneath and around historic oaks while selectively controlling invasive plants, excessive woody competition, and hazardous fuel accumulations.

- Manage wildfire and fuels around historic oaks to reduce the potential for excessive basal heating, accumulated fuels against trunks, and avoidable fire injury.
- Identify and remove hazardous dead trees capable of striking an important oak or other trees encroaching into the tree's canopy.
- Use the historic-oak population as an environmental education and interpretation resource, where appropriate, while locating interpretive facilities and visitor access outside sensitive rooting areas.

5.1.3 Gopher Tortoise Habitat Enhancement Areas: As discussed above, the Natural Resources Conservation Service (NRCS) identifies approximately 55% of the soils in the Northern Management Zone as suitable for gopher tortoise burrow excavation, maintenance, and preservation. At present, the saw palmetto (*Serenoa repens*) and shrub stem density reduces the viability of much of the potential gopher tortoise habitat in Northern Management Zone. The Property shall be managed to maintain and enhance the existing gopher tortoise population on the Property.

Management Objectives

- Protect existing gopher tortoises and their burrows.
- Maintain an open, sunny habitat structure with sufficient sunlight reaching the ground to support native herbaceous forage, basking, nesting, and burrow use.
- Reduce excessive saw palmetto and woody shrub cover where dense vegetation has reduced herbaceous groundcover, restricted tortoise movement, or shaded potential burrowing and foraging habitat.
- Maintain and expand native herbaceous forage, including native grasses, broadleaf forbs, legumes where appropriate, and other low-growing plants used by tortoises.
- Maintain and expand areas of exposed or sparsely vegetated sandy soil for burrowing, nesting, basking, movement, and maintenance of burrow aprons.
- Manage canopy and midstory encroachment where necessary to maintain sunlight at ground level while retaining scattered native pines, oaks, and shrubs for structural and ecological diversity.
- Control invasive exotic vegetation.
- Maintain a GIS-based gopher tortoise inventory showing burrow locations, burrow status, survey dates, habitat condition, management treatments.
- Use the gopher tortoise burrows as an environmental education and interpretation resource, where appropriate, while locating interpretive facilities at least 25 feet from a burrow entrance.

5.1.4 Seasonal Slough Preservation Area: A minor seasonal slough occurs in the central portion of the Northern Management Zone. Based on the 2006 LiDAR contours and field interpretation provided during plan development for the previously proposed residential development, the feature appears to originate in an approximately 2- to 3-foot contour area and flows generally westward towards Turnbull Creek/Canal. This feature is separate from, and tributary to, the larger Turnbull Creek riverine wetland and floodplain system. The seasonal slough shall be protected to maintain its existing habitat and water conveyance functions.

Management Objectives

- Preserve the east-to-west seasonal flow path connecting the northern management area to Turnbull Canal.
- Avoid fill, ditching, grading, rutting, soil compaction, or mechanical restoration treatments that could block or redirect surface water movement.

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- Use boardwalks or elevated crossings where trails intersect the swale, especially near the orange/blue trail connection and the southern yellow-trail lollipop vicinity.
- Limit vegetation work in the slough corridor to invasive plant control, hand cutting, hazard management, and selective low-impact maintenance.
- Use the slough as an interpretive feature to explain seasonal wetlands, flatwoods drainage, and hydrologic connection to Turnbull Canal.

5.1.5 Pine-Mesic Oak Forests:

Management Objectives

- Maintain and restore a diverse pine-mesic oak community characterized by a mixed canopy of native pines and oaks, a diverse shrub layer consisting of saw palmetto (*S. repens*), gallberry (*Ilex glabra*), fetterbush (*Lyonia lucida*), wax myrtle (*Morella cerifera*), blueberries (*Vaccinium* spp.), dangleberries (*Gaylusssacias* pp.), oaks (*Quercus* spp.) and cabbage palm (*Sabal palmetto*), and a diverse native herbaceous groundcover.
- Retain mature native pines and oaks, including slash pine (*Pinus elliottii*) and naturally occurring live oaks (*Q. virginiana*), laurel oaks (*Q. laurifolia*) and other appropriate native oak species, to maintain a heterogeneous woodland canopy.
- Preserve mesic-to-wet ecotones where the community grades into hydric pine flatwoods, seasonal sloughs, riverine wetlands, or other wetter communities. Avoid arbitrary management boundaries that would disrupt natural vegetation transitions.
- Protect existing hydrology and microtopography to maintain heterogeneous subcanopy strata.
- Control invasive exotic vegetation.
- Protect any gopher tortoise burrows that occur within the community.

5.1.6 Wetlands:

Management Objectives

- Preserve existing hydrologic connects to onsite and offsite wetlands and other surface waters.
- Avoid fill, ditching, grading, rutting, soil compaction, or mechanical restoration treatments that could block or redirect surface water movement.
- Use boardwalks or elevated crossings where trails intersect the wetlands, especially near the orange/blue trail connection and the southern yellow-trail lollipop vicinity.
- Limit vegetation work in the wetlands to invasive plant control, hand cutting, hazard management, and selective low-impact maintenance.
- Use wetlands as interpretive features, where feasible, to explain wetland functions and hydrologic connections.

5.1.7 Trails: As discussed previously, the Northern Management Zone contains one 686-foot hiking trail, as proposed in the previously approved management plan. Additionally, the Northern Management Area contains approximately 6,643 linear feet (1.26 miles) of natural surface, 5- to 6-foot-wide trails, denoted in white dotted lines in the figure to the right. At present, the unopened trails generally are one to two season trails that are reasonably traversable only during the drier season and early wet season. The existing unopened trails will be opened and maintained as a low-impact public-access and land-management network that provides compatible passive recreation and



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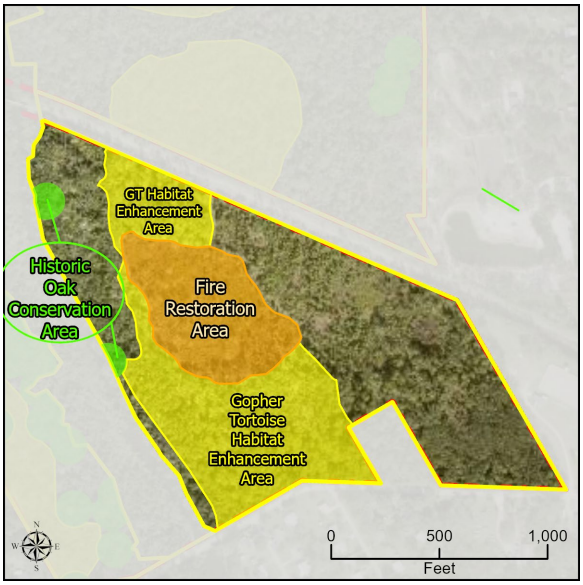
environmental education while protecting wetlands and natural hydrology, historic live oaks, gopher tortoise habitat, wildlife corridors, and enhancement areas.

Management Objectives

- Provide a connected system of low-impact trails that supports hiking, nature observation, environmental education, and other compatible passive recreation while maintaining the conservation purpose of the Property.
- Prioritize existing trails, firebreaks, and previously disturbed corridors.
- Establish a trail hierarchy that distinguishes the existing paved multi-use trail, primary natural-surface trails, secondary or primitive trails, boardwalks, and management/firebreak routes according to their intended use and level of maintenance.
- Maintain natural-surface trails with the minimum width and vegetation clearing necessary for safe passage, generally using hand trimming and selective vegetation removal.
- Use elevated boardwalks at unavoidable wetland and seasonal-flow crossings rather than filling, ditching, or hardening wetland soils to facilitate four-season accessibility.
- Protect gopher tortoises and burrows during trail construction and maintenance.
- Integrate trails with habitat restoration activities by providing interpretative and educational signage describing the restoration activities and intended outcomes.
- Use trails for environmental interpretation, including opportunities to explain historic live oaks, gopher tortoise habitat, flatwoods restoration, the 2023 wildfire area, Turnbull Creek hydrology, wetlands, native plants and pollinators, wildlife corridors, and changes visible between the historic aerial landscape and present conditions.
- Retain wildlife habitat features along trails where they can safely remain, including snags, downed woody material, cavities, native shrubs, and mature trees. Remove or modify individual hazards based on proximity to trail users rather than routinely clearing these features throughout the corridor.
- Coordinate trail management with Holland Park, the disc golf managers, and the existing multi-use trail, so the natural-surface network functions as an extension of the established public-access system rather than as isolated trail segments.
- Provide wayfinding at major trail junctions using a simple, coordinated system of trail names, colors, distance information, directional markers, and orientation maps while avoiding excessive signage within natural areas.
- Identify seasonal trail-management options for persistently wet routes, including temporary closure, alternate routing, or boardwalk construction rather than repeated filling, grading, or rut repair.
- Expand the one-site trails to more thoroughly integrate the Property with the local, regional, or statewide land -based recreational trail system.
- Design the trail network to support management and public-safety access where compatible, reducing the need to create separate management roads through conservation habitat.

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5.2 Southern Management Zone



5.2.1 Primary Resources: Wetlands; Gopher Tortoise; Historic Live Oaks; Fire-Suppressed Pine Flatwoods; 2023 wildfire Area; Firebreak Around Fire Restoration Area; Pine-Mesic Oak Forests; Wetlands; Existing Unopened Trails.

5.2.2 Historic Live Oak Conservation Areas: As discussed above, there is one historic live oak (*Q. virginiana*), two water oaks (*Q. nigra*) exceeding 50 inches DBH, one laurel oak (Q. laurifolia) exceeding 50 inches in DBH, two laurel oaks exceeding 35.9 inches DBH within the Southern Management Zone. There also is one historic live oak in the adjacent Creek/Canal Management Zone, whose Protection Area extends into the Southern Management Zone. Again, Historic live oaks represent significant ecological, cultural, aesthetic, and habitat resources within the Property and shall be managed for long-term preservation and natural longevity.

Management Objectives

- Protect the tree's trunk, canopy, structural roots, and surrounding rooting environment by establishing a Protection Zone around each historic live oak tree, around each live oak exceeding 35 inches DBH, around each 50-inch+ water and laurel oaks, and around the 35.9-inch laurel oak.
- Exclude forestry mulching equipment, roller chopping, discing, grading, trenching, equipment staging, and vehicles from the Protection Zone.
- Visually inspect every three to five years and following major hurricanes.
- Retain natural cavities, deadwood, large limbs, and other wildlife-habitat features where they do not create an unacceptable risk to public-use areas.
- Maintain natural vegetation beneath and around historic oaks while selectively controlling invasive plants, excessive woody competition, and hazardous fuel accumulations.
- Manage wildfire and fuels around historic oaks to reduce the potential for excessive basal heating, accumulated fuels against trunks, and avoidable fire injury.
- Identify and remove hazardous dead trees capable of striking an important oak or other trees encroaching into the tree's canopy.
- Use the historic-oak population as an environmental education and interpretation resource, where appropriate, while locating interpretive facilities and visitor access outside sensitive rooting areas.

5.2.3 Gopher Tortoise Habitat Enhancement Areas: As discussed above, the Natural Resources Conservation Service (NRCS) identifies approximately 68% of the soils in the Southern Management Zone as suitable for gopher tortoise burrow excavation, maintenance, and preservation. At present, the saw palmetto (*Serenoa repens*) and shrub stem density reduces the viability of much of the potential gopher tortoise habitat in Northern Management Zone.

Management Objectives

- Protect existing gopher tortoises and their burrows.

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- Maintain an open, sunny habitat structure with sufficient sunlight reaching the ground to support native herbaceous forage, basking, nesting, and burrow use.
- Reduce excessive saw palmetto and woody shrub cover where dense vegetation has reduced herbaceous groundcover, restricted tortoise movement, or shaded potential burrowing and foraging habitat.
- Maintain and expand native herbaceous forage, including native grasses, broadleaf forbs, legumes where appropriate, and other low-growing plants used by tortoises.
- Maintain and expand areas of exposed or sparsely vegetated sandy soil for burrowing, nesting, basking, movement, and maintenance of burrow aprons.
- Manage canopy and midstory encroachment where necessary to maintain sunlight at ground level while retaining scattered native pines, oaks, and shrubs for structural and ecological diversity.
- Control invasive exotic vegetation.
- Maintain a GIS-based gopher tortoise inventory showing burrow locations, burrow status, survey dates, habitat condition, management treatments.
- Use the gopher tortoise burrows as an environmental education and interpretation resource, where appropriate, while locating interpretive facilities at least 25 feet from a burrow entrance.

5.2.4 Fire Restoration Area: As discussed on page 6, above, in April 2023 a wildfire, centered at approximately 29.019483°, -80.953690°, burned approximately 6.1 acres of the Southern Management Zone. The burned area contains a high volume of woody debris and has grown back as a nearly impenetrable thicket of saw palmettos (*Serenoa repens*) and cabbage palms (*Sabal palmetto*). The dense palms and abundance of woody debris reduces wildlife accessibility to the area. As noted on page 8, above, the area historically appears to have been flatwoods with minimal canopy and palmetto coverage.

Management Objectives

- Restore the approximately 6-acre wildfire area toward its historic flatwoods condition.
- Reverse the effects of approximately seventy years of fire suppression and woody succession by reducing the dense post-fire thicket of saw palmetto, cabbage palm, and other woody vegetation that has developed within the burned area.
- Reduce excessive accumulated woody debris and hazardous fuel loading resulting from the wildfire, while retaining selected downed wood and standing dead trees where they provide wildlife habitat without creating unacceptable wildfire, public-safety, or management-access hazards.
- Retain selected standing dead snags for wildlife habitat, particularly interior snags that do not threaten trails, firebreaks, management access, or other public-use areas.
- Reduce continuous tall saw palmetto cover to a low, discontinuous, patchy structure rather than attempting to eliminate saw palmetto from the site.
- Substantially reduce excessive cabbage palm regeneration where it suppresses herbaceous groundcover, while retaining scattered cabbage palms for native structural diversity and wildlife value.
- Increase sunlight reaching the ground layer by reducing excessive shrub and palm density, thereby creating conditions favorable for native flatwoods grasses, sedges, forbs, legumes, and flowering plants.

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- Restore a diverse native herbaceous groundcover following mechanical treatment, relying on natural regeneration where adequate and supplementing with locally appropriate native flatwoods species where desirable groundcover fails to recover.
- Increase the proportion of the Fire Restoration Area occupied by grasses, sedges, forbs, and other low-growing vegetation rather than tall woody vegetation, improving forage and habitat conditions for gopher tortoises, pollinators, birds, and other species associated with open flatwoods.
- Maintain patches of relatively open or sparsely vegetated ground within the restored matrix to increase structural diversity and provide basking, movement, nesting, and forage opportunities for gopher tortoises and other wildlife.
- Maintain the existing approximately 12-foot-wide firebreak as the restoration-unit boundary and management-access corridor.
- Open firebreak as a hiking trail, open to the public, mapped on All-Trails and other appropriate trail sites.
- Reintroduce prescribed fire as a long-term ecological management tool if and when it can be safely and operationally implemented.
- Control invasive exotic vegetation.
- Use Fire Restoration Area as an environmental education and interpretation resource, installing interpretive facilities and signage along the firebreak/public trail.

5.2.5 Pine-Mesic Oak Forests:

Management Objectives

- Maintain and restore a diverse pine-mesic oak community characterized by a mixed canopy of native pines and oaks, a diverse shrub layer consisting of saw palmetto (*S. repens*), gallberry (*I. glabra*), fetterbush (*L. lucida*), wax myrtle (*M. cerifera*), blueberries (*Vaccinium* spp.), dangleberries (*Gaylusssacias* pp.), oaks (*Quercus* spp.) and cabbage palm (*S. palmetto*), and a diverse native herbaceous groundcover.
- Retain mature native pines and oaks, including slash pine (*P. elliottii*) and naturally occurring live oaks (*Q. virginiana*), laurel oaks (*Q. laurifolia*) and other appropriate native oak species, to maintain a heterogeneous woodland canopy.
- Preserve mesic-to-wet ecotones where the community grades into hydric pine flatwoods, seasonal sloughs, riverine wetlands, or other wetter communities. Avoid arbitrary management boundaries that would disrupt natural vegetation transitions.
- Protect existing hydrology and microtopography to maintain heterogeneous subcanopy strata.
- Control invasive exotic vegetation.
- Protect any gopher tortoise burrows that occur within the community.

5.2.6 Wetlands:

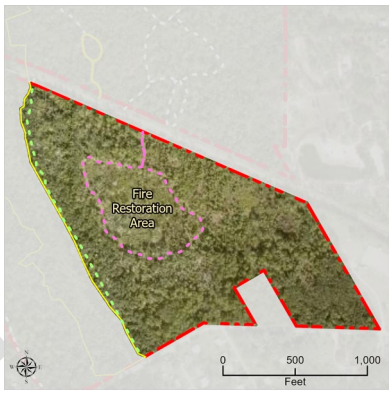
Management Objectives

- Preserve existing hydrologic connects to onsite and offsite wetlands and other surface waters.
- Avoid fill, ditching, grading, rutting, soil compaction, or mechanical restoration treatments that could block or redirect surface water movement.
- Use boardwalks or elevated crossings where trails intersect the wetlands, especially near the orange/blue trail connection and the southern yellow-trail lollipop vicinity.
- Limit vegetation work in the wetlands to invasive plant control, hand cutting, hazard management, and selective low-impact maintenance.

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- Use wetlands as interpretive features, where feasible, to explain wetland functions and hydrologic connections.

5.2.7 Trails: As discussed previously, the Southern Management Zone contains an approximately 2,551-linear-foot (0.48-mile) firebreak that was cut by the Florida Forest Service to control a 2023 wildfire, denoted in pink in the figure to the right, and a 1,915-linear foot primitive trail, denoted in green in the figure to the right, along and across the spoil piles along Turnbull Creek/Canal. The existing firebreak and Creekside trail will be opened and maintained as a low-impact public-access and land-management network that provides a combination of a compatible passive recreation and environmental education while protecting wetlands and natural hydrology, historic live oaks, gopher tortoise habitat, wildlife corridors, and enhancement areas.



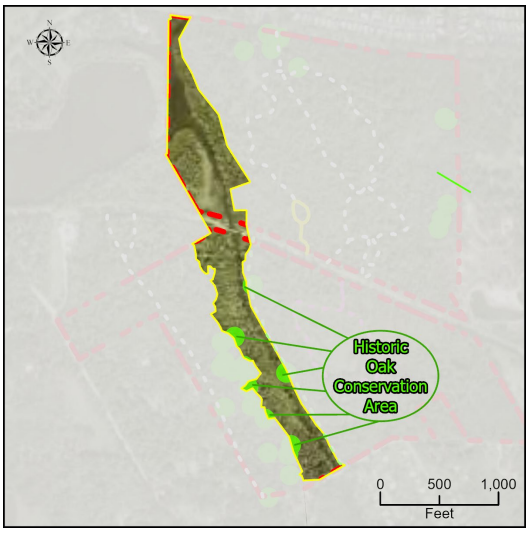
Management Objectives

- Provide a connected system of low-impact trails that supports hiking, nature observation, environmental education, and other compatible passive recreation while maintaining the conservation purpose of the Property.
- Prioritize existing trails, firebreaks, and previously disturbed corridors.
- Establish a trail hierarchy that distinguishes the existing paved multi-use trail, primary natural-surface trails, secondary or primitive trails, boardwalks, and management/firebreak routes according to their intended use and level of maintenance.
- Maintain natural-surface trails with the minimum width and vegetation clearing necessary for safe passage, generally using hand trimming and selective vegetation removal.
- Use elevated boardwalks at unavoidable wetland and seasonal-flow crossings rather than filling, ditching, or hardening wetland soils to facilitate four-season accessibility.
- Protect gopher tortoises and burrows during trail construction and maintenance.
- Integrate trails with habitat restoration activities by providing interpretative and educational signage describing the restoration activities and intended outcomes.
- Use trails for environmental interpretation, including opportunities to explain historic live oaks, gopher tortoise habitat, flatwoods restoration, the 2023 wildfire area, Turnbull Creek hydrology, wetlands, native plants and pollinators, wildlife corridors, and changes visible between the historic aerial landscape and present conditions.
- Retain wildlife habitat features along trails where they can safely remain, including snags, downed woody material, cavities, native shrubs, and mature trees. Remove or modify individual hazards based on proximity to trail users rather than routinely clearing these features throughout the corridor.
- Coordinate trail management with Holland Park, the disc golf managers, and the existing multi-use trail, so the natural-surface network functions as an extension of the established public-access system rather than as isolated trail segments.
- Provide wayfinding at major trail junctions using a simple, coordinated system of trail names, colors, distance information, directional markers, and orientation maps while avoiding excessive signage within natural areas.

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- Identify seasonal trail-management options for persistently wet routes, including temporary closure, alternate routing, or boardwalk construction rather than repeated filling, grading, or rut repair.
- Expand the one-site trails to more thoroughly integrate the Property with the local, regional, or statewide land -based recreational trail system.
- Design the trail network to support management and public-safety access where compatible, reducing the need to create separate management roads through conservation habitat.

5.3 Creek/Canal Management Zone:



5.3.1 Primary Resources: Turnbull Creek/Canal; Riverine Wetlands; Historic Live Oaks.

5.3.2 Historic Live Oak Conservation Areas: As discussed above, there are three known historic live oak trees (*Q. virginiana*) in the Creek Canal Management Zone, including one live oak (Q. virginiana) exceeding 48.4 inches DBH.. Historic live oaks represent significant ecological, cultural, aesthetic, and habitat resources within the Property and shall be managed for long-term preservation and natural longevity.

Management Objectives

- Protect the tree's trunk, canopy, structural roots, and surrounding rooting environment by establishing a Protection Zone around each historic live oak tree and around each live oak exceeding 35 inches DBH.
- Exclude forestry mulching equipment, roller chopping, discing, grading, trenching, equipment staging, and vehicles from the Protection Zones.
- Visually inspect every three to five years and following major hurricanes.
- Retain natural cavities, deadwood, large limbs, and other wildlife-habitat features where they do not create an unacceptable risk to public-use areas.
- Maintain natural vegetation beneath and around historic oaks while selectively controlling invasive plants, excessive woody competition, and hazardous fuel accumulations.
- Manage wildfire and fuels around historic oaks to reduce the potential for excessive basal heating, accumulated fuels against trunks, and avoidable fire injury.
- Identify and remove hazardous dead trees capable of striking an important oak or other trees encroaching into the tree's canopy.
- Use the historic-oak population as an environmental education and interpretation resource, where appropriate, while locating interpretive facilities and visitor access outside sensitive rooting areas.

5.3.3 Creek and Riverine Wetlands: The majority of the Creek/Canal Management Zone consists of the Turnbull Creek/Canal and adjacent riverine wetlands. The creek/canal and wetlands shall be protected to maintain their existing habitat and water conveyance functions.

Turnbull Creek/Canal and its associated riverine wetlands and floodplain will be protected as an interconnected hydrologic and ecological corridor that maintains water quality, natural drainage and

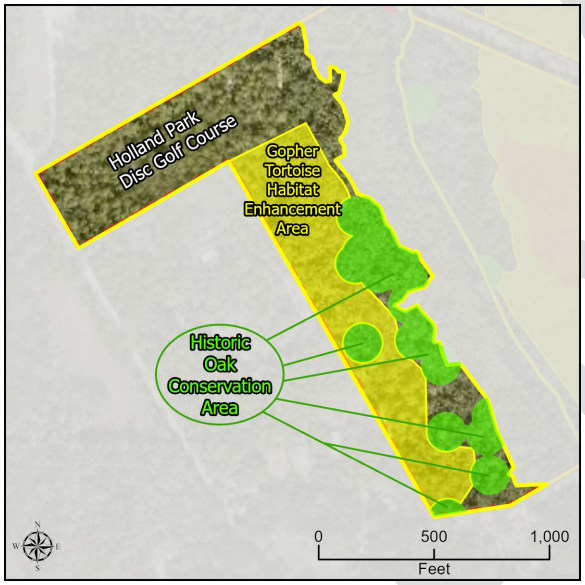
wetland hydroperiods, floodplain storage, native riparian vegetation, aquatic and terrestrial wildlife habitat, and landscape connectivity, while providing carefully located opportunities for passive recreation, environmental interpretation, and observation.

Management Objectives

- Protect Turnbull Creek as the principal hydrologic and ecological corridor through the Property and city.
- Maintain the natural hydrologic connection between Turnbull Creek and its adjoining riverine wetlands and floodplain.
- Protect existing floodplain storage and conveyance capacity.
- Maintain natural wetland hydroperiods and sheet flow into the creek
- Maintain a predominantly native, structurally diverse riparian and floodplain vegetation community.
- Control invasive exotic vegetation within the creek corridor.
- Concentrate creek access at selected locations rather than allowing unrestricted access along the shoreline.
- Discourage unauthorized trails, clearing, dumping, camps, and other activities within the creek and floodplain corridor.

Use the Turnbull Creek corridor for environmental interpretation and education.

5.4 Western Management Zone:



5.4.1 Primary Resources: Historic Live Oaks; Gopher Tortoises; Seasonal Slough; Existing Unopened Trails.

5.4.2 Historic Live Oak Conservation Areas: As discussed above, there are at least twelve historic live oak trees and 215 specimen trees in the Western Management Zone, including one laurel oak (Quercus laurifolia) exceeding 59 inches in DBH, two laurel oaks exceeding 39 inches DBH, one southern magnolia (Magnolia grandiflora) exceeding 37 inches. Again, historic live oaks represent significant ecological, cultural, aesthetic, and habitat resources within the Property and shall be managed for long-term preservation and natural longevity.

Management Objectives

- Protect the tree's trunk, canopy, structural roots, and surrounding rooting environment by establishing a Protection Zone around each historic live oak tree and around each live oak exceeding 35 inches DBH.
- Exclude forestry mulching equipment, roller chopping, discing, grading, trenching, equipment staging, and vehicles from the Protection Zones.
- Visually inspect every three to five years and following major hurricanes.

- Retain natural cavities, deadwood, large limbs, and other wildlife-habitat features where they do not create an unacceptable risk to public-use areas.
- Maintain natural vegetation beneath and around historic oaks while selectively controlling invasive plants, excessive woody competition, and hazardous fuel accumulations.
- Manage wildfire and fuels around historic oaks to reduce the potential for excessive basal heating, accumulated fuels against trunks, and avoidable fire injury.
- Identify and remove hazardous dead trees capable of striking an important oak or other trees encroaching into the tree's canopy.
- Use the historic-oak population as an environmental education and interpretation resource, where appropriate, while locating interpretive facilities and visitor access outside sensitive rooting areas.

5.4.3 Gopher Tortoise Habitat Enhancement Areas: As discussed above, the Natural Resources Conservation Service (NRCS) identifies approximately 47.2% of the soils in the Western Management Zone as Highly Suited for gopher tortoise burrow excavation, maintenance, and preservation with another 46.7% rated as Less Suited. At present, the saw palmetto (*Serenoa repens*) and shrub stem density reduces the viability of much of the potential gopher tortoise habitat in Western Management Zone. The Property shall be managed to enhance the existing gopher tortoise population on the Property.

Management Objectives

- Protect existing gopher tortoises and their burrows.
- Maintain an open, sunny habitat structure with sufficient sunlight reaching the ground to support native herbaceous forage, basking, nesting, and burrow use.
- Reduce saw palmetto to no more than 30% aerial coverage and woody shrub/sapling density to no more than 440 stems per acre where dense vegetation has reduced herbaceous groundcover, restricted tortoise movement, or shaded potential burrowing and foraging habitat.
- Maintain and expand native herbaceous forage, including native grasses, broadleaf forbs, legumes where appropriate, and other low-growing plants used by tortoises.
- Maintain and expand areas of exposed or sparsely vegetated sandy soil for burrowing, nesting, basking, movement, and maintenance of burrow aprons.
- Manage canopy and midstory encroachment where necessary to maintain sunlight at ground level while retaining scattered native pines, oaks, and shrubs for structural and ecological diversity.
- In the areas identified by the NRCS as "Highly Suited" for gopher tortoises (i.e. Cassia fine sand, 0 to 2 percent slopes (Map Unit 13)), reduce tree canopy to no more than 60% aerial coverage.
- Control invasive exotic vegetation.
- Maintain a GIS-based gopher tortoise inventory showing burrow locations, burrow status, survey dates, habitat condition, management treatments.
- Use the gopher tortoise burrows as an environmental education and interpretation resource, where appropriate, while locating interpretive facilities at least 25 feet from a burrow entrance.

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5.4.4 Trails: As discussed previously, the Western Management Zone contains one 2,050-foot hiking trail, the southern 1,150 of which is a single-track private road that leads from Jungle Road to a single-family residence at 288 Linda Road. The trail follows a historical road that accessed a watering facility on the railroad that historically followed the route of the current multiuse trail. The remaining 900 feet of this trail currently consists of a 4- to 5-foot-wide, unopened path that continues northward through and is incorporated into the Holland Park Disc Golf Course. The existing unopened portion of the trail will be opened and maintained as a low-impact public-access and land-management network that provides compatible passive recreation and environmental education while protecting historic live oaks, gopher tortoise habitat, wildlife corridors, and enhancement areas.

Management Objectives

- Provide a connected system of low-impact trails that supports hiking, nature observation, environmental education, and other compatible passive recreation while maintaining the conservation purpose of the Property.
- Prioritize existing trails, firebreaks, and previously disturbed corridors.
- Establish a trail hierarchy that distinguishes the existing paved multi-use trail, primary natural-surface trails, secondary or primitive trails, boardwalks, and management/firebreak routes according to their intended use and level of maintenance.
- Maintain natural-surface trails with the minimum width and vegetation clearing necessary for safe passage, generally using hand trimming and selective vegetation removal.
- Use elevated boardwalks at unavoidable wetland and seasonal-flow crossings rather than filling, ditching, or hardening wetland soils to facilitate four-season accessibility.
- Protect gopher tortoises and burrows during trail construction and maintenance.
- Integrate trails with habitat restoration activities by providing interpretative and educational signage describing the restoration activities and intended outcomes.
- Use trails for environmental interpretation, including opportunities to explain historic live oaks, gopher tortoise habitat, flatwoods restoration, the 2023 wildfire area, Turnbull Creek hydrology, wetlands, native plants and pollinators, wildlife corridors, and changes visible between the historic aerial landscape and present conditions.
- Retain wildlife habitat features along trails where they can safely remain, including snags, downed woody material, cavities, native shrubs, and mature trees. Remove or modify individual hazards based on proximity to trail users rather than routinely clearing these features throughout the corridor.
- Coordinate trail management with Holland Park, the disc golf managers, and the existing multi-use trail, so the natural-surface network functions as an extension of the established public-access system rather than as isolated trail segments.
- Provide wayfinding at major trail junctions using a simple, coordinated system of trail names, colors, distance information, directional markers, and orientation maps while avoiding excessive signage within natural areas.
- Identify seasonal trail-management options for persistently wet routes, including temporary closure, alternate routing, or boardwalk construction rather than repeated filling, grading, or rut repair.

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- Expand the one-site trails to more thoroughly integrate the Property with the local, regional, or statewide land -based recreational trail system.
- Design the trail network to support management and public-safety access where compatible, reducing the need to create separate management roads through conservation habitat.

6 MANAGEMENT ACTIVITIES

The management objectives established in Section 5 shall be implemented through selective mechanical vegetation management, mowing, forestry mulching, roller chopping where appropriate, selective tree and shrub cutting, invasive exotic plant control, trail maintenance, and other resource-management techniques described below.

Treatment methods, intensity, timing, and frequency shall be adjusted according to site conditions, vegetation response, soil conditions, hydrology, wildlife use, and management objectives. Mechanical treatment shall generally emphasize cutting, mowing, mulching, shredding, or chopping vegetation while minimizing unnecessary disturbance of the soil surface.

All land-management activities shall be conducted in accordance with applicable protected-species requirements, conservation measures, management guidelines, and permitting guidelines of the U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC), as those requirements and guidelines may be amended. Where a protected species or protected nesting, breeding, roosting, burrowing, or other sensitive activity is identified within or adjacent to a proposed management area, management methods, timing, or treatment boundaries shall be adjusted as necessary to comply with applicable species-specific requirements and to avoid unauthorized take.

6.1 Historic Live Oak Conservation Areas and Adjacent Live Oak Forests:

Management within Historic Live Oak Conservation Areas shall implement the protection objectives established in Section 5. Treatment shall emphasize preservation of significant trees and their rooting environments while allowing management of surrounding vegetation where needed.

Management may include:

- hand cutting, brush cutting, pruning, and selective removal of competing vegetation;
- targeted control of invasive exotic vegetation;
- selective reduction of excessive woody vegetation and accumulated fuels where they may affect significant trees adversely;
- removal or modification of dead trees, limbs, or other vegetation that presents an unacceptable risk to significant trees or public-use areas; and
- selective mechanical vegetation management outside established Protection Zones.

Forestry mulching, roller chopping, disking, grading, trenching, equipment staging, and routine vehicle traffic shall remain outside established Protection Zones except where access is necessary for emergency response or protection of the resource.

Adjacent live oak forests shall be managed to retain a natural, uneven-aged woodland character with a heterogeneous native understory rather than a uniformly cleared or manicured appearance.

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6.2 Gopher Tortoise Habitat Enhancement Areas:

Gopher tortoise habitat enhancement shall rely primarily upon mechanical management of excessive saw palmetto, shrubs, saplings, cabbage palms, and other vegetation that reduces sunlight, suppresses herbaceous groundcover, limits forage production, or restricts tortoise movement.

Initial treatment may include forestry mulching, mowing, brush mowing, selective tree and shrub cutting, and roller chopping where site conditions are suitable. Areas requiring substantial restoration may receive mowing or other light mechanical treatment annually during approximately the first two years. Thereafter, treatment should transition toward an approximately two- to four-year interval, with the actual frequency determined by vegetation response and the habitat objectives established in Section 5.

The quantitative objectives established in Section 5 for saw palmetto cover, woody stem density, canopy cover, and herbaceous groundcover shall serve as indicators for treatment and retreatment rather than being repeated as separate standards in this section.

Known gopher tortoise burrows may be identified or marked before mechanical treatment to alert equipment operators to their locations. Habitat-management equipment is not required under this Plan to maintain a blanket exclusion distance from burrows. Operators shall remain alert for tortoises above ground and shall avoid direct injury to tortoises or intentional blockage or destruction of burrow entrances.

Habitat immediately surrounding burrows may be mowed or otherwise managed where treatment supports the habitat objectives established in Section 5. Permanent untreated vegetation islands around individual burrows are not required where such areas would promote dense woody vegetation or otherwise reduce habitat quality.

Mechanical treatment shall minimize unnecessary rutting or soil disturbance, particularly where repeated equipment traffic could degrade burrowing or foraging habitat.

These provisions are consistent with the Florida Fish and Wildlife Conservation Commission Gopher Tortoise Enforcement Policy, which recognizes mowing, roller chopping, tree cutting, prescribed burning, disking, and related agricultural, silvicultural, and native-wildlife-habitat management as activities that do not require a gopher tortoise or burrow permit merely because tortoises or burrows occur within the managed habitat. This provision does not extend to development or construction activities for which separate requirements may apply..

6.3 Seasonal Slough Preservation Area, Wetlands, and Creek:

Management within the Seasonal Slough Preservation Area, wetlands, riverine wetlands, and Creek/Canal corridor shall emphasize protection of existing native vegetation, hydrology, wetland functions, floodplain characteristics, and ecological connectivity, consistent with the objectives established in Section 5.

These areas generally shall be allowed to develop and function through natural ecological processes. Routine mechanical vegetation management is not proposed within wetlands except where treatment is necessary to address a specific management need.

Management activities may include:

- control of invasive exotic plant species;
- selective removal of vegetation that obstructs established trails, management access, or drainage structures;
- removal or pruning of trees or limbs that present an unacceptable public-safety or management hazard;
- limited vegetation management necessary to maintain an existing trail or other authorized facility;
- removal of unauthorized dumping, debris, or structures;
- restoration of areas affected by unauthorized disturbance, storm damage, or other significant impacts; and
- other limited actions necessary to protect wetland, hydrologic, wildlife, or public-access functions.

Native wetland vegetation shall generally be retained. Native shrubs, trees, palms, herbaceous vegetation, snags, and downed woody material shall not be removed solely to create a more open appearance or to achieve the vegetation structure established for upland restoration areas.

Mechanical equipment may be used where necessary to accomplish an identified management activity, provided that soil and hydrologic conditions are suitable for the proposed operation. Equipment use shall avoid significant rutting, displacement of wetland soils, channelization, obstruction of surface-water flow, or other material alteration of wetland hydrology.

Routine management activities that do not materially disturb the soil surface or alter existing hydrology shall not be treated under this Plan as requiring project-specific wetland permitting review solely because the activity occurs within wetland vegetation. Construction, dredging, filling, excavation, grading, or activities that materially alter drainage or hydrology shall be evaluated separately for applicable requirements.

Trail crossings through wetlands and the Seasonal Slough Preservation Area shall be managed in accordance with Section 6.6. Where persistent inundation or saturation prevents sustainable natural-surface access, boardwalks may be used to provide four-season access while minimizing disturbance of the wetland surface and maintaining existing surface-water movement.

All management activities within these areas shall also comply with the protected-species provisions established at the beginning of this section.

6.4 Fire Restoration Area:

Initial restoration of the approximately 6.1-acre Fire Restoration Area shall emphasize mechanical reduction of the dense post-fire saw palmetto, cabbage palm, woody vegetation, and excessive woody debris identified in Section 5.

Initial treatment may include forestry mulching or shredding, mowing, selective roller chopping, and selective cutting. Treatment shall concentrate on vegetation conditions that impede restoration of the open flatwoods structure described in Section 5.

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Management shall:

- reduce dense, continuous saw palmetto and cabbage palm growth;
- reduce or redistribute excessive wildfire-generated woody debris where necessary for restoration, fuel reduction, management access, or public safety;
- retain selected downed woody material and safe interior snags for wildlife habitat;
- retain scattered cabbage palms, native shrubs, and patches of saw palmetto to maintain structural diversity;
- protect desirable native trees and existing native herbaceous groundcover;
- control invasive exotic vegetation following mechanical treatment; and
- use the existing firebreak for management access where practical.

Mechanical treatment shall create a heterogeneous vegetation structure rather than a uniformly cleared or mowed condition.

Areas opened during initial restoration may receive mowing or brush mowing annually or biennially during the establishment period where rapid woody regrowth threatens restoration objectives. As the desired vegetation structure develops, treatment frequency shall decrease and shall depend upon observed vegetation response.

Forestry mulching, shredding, or roller chopping may be repeated where mowing alone does not control renewed woody vegetation, saw palmetto, or cabbage palm dominance adequately.

Native herbaceous groundcover should generally recover through natural regeneration following mechanical treatment. Supplemental establishment of locally appropriate native species may occur where desirable groundcover does not recover adequately.

The existing firebreak shall continue to provide a restoration boundary, management and emergency-access route, and public trail corridor as provided in Section 5.

6.5 Pine-Mesic Oak Forests:

Management within pine-mesic oak communities shall implement the objectives established in Section 5 through selective vegetation management rather than broad-scale clearing.

Where excessive woody growth suppresses the desired understory, treatment may include:

- selective forestry mulching;
- mowing or brush cutting;
- selective cutting of small competing hardwoods, palms, shrubs, or saplings; and
- control of invasive exotic vegetation.

Mature native canopy trees shall generally remain. Mechanical treatment shall concentrate on excessive midstory and understory growth and shall not convert pine-mesic oak communities into open flatwoods or gopher tortoise habitat where site conditions do not support that objective.

Treatment may occur at intervals of approximately three to five years where necessary, with subsequent treatment frequency determined by vegetation response.

Mechanical management shall emphasize cutting, crushing, or mulching vegetation rather than manipulation of the underlying soil.

6.6 Trails:

Existing trails, firebreaks, former roads, and other established corridors shall provide the primary network for public access and land-management activities. This approach will reduce the need to establish additional corridors through conservation habitat.

Primary natural-surface trails may be mowed approximately two to four times annually, as necessary, to maintain safe and usable passage. Primitive trails may be mowed, brush-cut, or pruned approximately one to two times annually or as site conditions warrant.

Trail maintenance shall:

- retain existing alignments wherever practicable;
- maintain the minimum width necessary for the trail's intended use;
- use selective pruning rather than progressive widening of trail corridors;
- use existing trails and firebreaks for management-equipment access where practical;
- avoid repeated equipment operation when saturated conditions would result in significant rutting or soil displacement; and
- close trail segments temporarily where continued use would cause significant resource damage.

Boardwalks may be constructed along portions of existing trails that cross wetlands, seasonal sloughs, hydric soils, or other areas subject to seasonal inundation or saturation where an elevated crossing is necessary to provide four-season public access without filling, grading, rutting, or material alteration of existing drainage patterns.

Boardwalks shall:

- generally follow existing trail alignments and use the shortest practical crossing of wet areas;
- have a maximum clear width of 6 feet;
- have a walking surface elevated only as high as necessary to remain above the normal seasonal high-water elevation;
- not have a walking surface elevated above the characteristic fall king-tide high-water elevation, thereby allowing temporary inundation during unusually high seasonal tidal conditions rather than requiring an unnecessarily elevated structure;
- minimize the number and footprint of supporting members within wetlands, seasonal sloughs, and surface-water flow paths;
- maintain existing surface-water movement beneath and around the structure;
- avoid fill, berms, approaches, or other features that would obstruct or redirect existing surface-water flow; and
- connect to the existing natural-surface trail at the lowest practical elevation consistent with stable access and protection of the surrounding soil surface.

The boardwalk system shall provide four-season trail accessibility under normal seasonal conditions while allowing temporary inundation during fall king tides and other unusually high-water events. Boardwalk elevations shall respond to the hydrologic conditions of individual crossings rather than establish a uniform elevation throughout the Property.

Routine trail mowing and vegetation maintenance within gopher tortoise habitat shall follow the habitat-management practices described in Section 6.2. Construction of new trail improvements that would affect a gopher tortoise or burrow constitutes a separate activity and shall be evaluated accordingly.

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7. INVASIVE EXOTIC PLANT MANAGEMENT

For purposes of this Management Plan, invasive exotic plant species are non-native plant species identified as Category I or Category II invasive plants on the then-current Florida Invasive Species Council (FISC) List of Invasive Plant Species.

The Florida Invasive Species Council, formerly the Florida Exotic Pest Plant Council, defines an invasive species as a nonnative species introduced by humans that does or can cause environmental harm. Category I plants are those that alter native plant communities by displacing native species, changing community structure or ecological functions, or hybridizing with native species. Category II plants have increased in abundance or frequency but have not altered Florida plant communities or ecological functions to the extent documented for Category I species.

Use of the then-current FISC list will allow management to reflect subsequent additions, removals, or changes in category without requiring amendment of this Management Plan solely to update a species list. FISC updates its invasive plant lists periodically.

Invasive exotic plant control shall constitute a recurring management activity throughout the Property. Priority areas shall include restoration areas, wetlands and drainage corridors, Historic Live Oak Conservation Areas, trail corridors, disturbed edges, and gopher tortoise habitat enhancement areas.

Treatment may include hand removal, mechanical removal, cut-stump treatment, basal-bark treatment, foliar treatment, or other appropriate methods according to the target species and site conditions.

Recently disturbed or mechanically treated areas shall receive particular attention because opening the vegetation may create favorable conditions for the establishment or expansion of invasive exotic species.

Species included only on the FISC Watch List shall not automatically be classified as invasive exotic plant species for purposes of this Plan. Watch List species may be monitored or managed where site-specific conditions warrant. FISC uses the Watch List for nonnative plants that show potential for Category I or Category II listing but for which sufficient information for such listing is not yet available.

Native vegetation, including saw palmetto and cabbage palm, shall not be classified as invasive vegetation merely because reduction may be necessary to achieve habitat-restoration objectives. Management of these species shall be considered native vegetation or habitat management.

The FISC List of Invasive Plant Species serves as a natural-resource management reference and is not itself a regulatory list. Federal, state, and local regulatory plant lists remain independently applicable where required.

8. MONITORING AND ADAPTIVE MANAGEMENT

Monitoring shall determine whether management activities are achieving the objectives established in Section 5 and whether additional or modified treatment is warranted. Monitoring shall emphasize information that supports practical management decisions and shall be commensurate with the conditions observed and the management issue being evaluated.

Qualitative field assessment and photographic documentation shall constitute the primary methods of routine monitoring. Monitoring should rely upon observations by qualified City staff or other knowledgeable personnel, supplemented by photographs taken from repeatable locations where useful to

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document changes in vegetation structure, habitat condition, restoration response, hydrology, trail conditions, or other management concerns over time.

Routine qualitative monitoring should consider, as applicable:

- general gopher tortoise habitat condition and observations of burrows or tortoises;
- changes in saw palmetto, shrub, sapling, canopy, and herbaceous vegetation within habitat-enhancement areas;
- vegetation response within the Fire Restoration Area;
- occurrence or expansion of invasive exotic vegetation;
- condition of historic live oaks and their Protection Zones;
- observable rutting, erosion, soil displacement, or changes in drainage within seasonal slough and wetland areas;
- trail and boardwalk condition; and
- significant effects resulting from storms, wildfire, unauthorized use, or other disturbances.

Repeat photography should be used where practical within major restoration and habitat-enhancement areas. Photographs need not be collected according to a rigid schedule but should provide sufficient documentation to compare conditions before and after significant management activities and to evaluate longer-term changes where such comparisons would assist management decisions.

Quantitative monitoring shall generally be reserved for specific circumstances in which qualitative observations indicate that additional information is warranted to evaluate a management concern, determine whether an objective is being achieved, establish the need for treatment or retreatment, evaluate the effectiveness of a management technique, or address a particular resource issue.

Where warranted by site conditions, quantitative monitoring may include measurements of such factors as vegetation cover, woody stem density, canopy cover, herbaceous groundcover, gopher tortoise burrow occurrence, invasive plant extent, or other resource-specific indicators identified in Section 5. The scope, method, frequency, and duration of such monitoring shall reflect the specific management question being addressed and need not continue after the information necessary for a management decision has been obtained.

Treatment frequency and intensity shall depend primarily upon observed site conditions and vegetation response rather than rigid treatment intervals or predetermined monitoring schedules.

Where management objectives remain satisfied, treatment may be deferred, reduced, or limited to portions of a management area. Where qualitative observations or more detailed monitoring indicate that woody succession, invasive vegetation, palm or palmetto dominance, storm damage, fuel accumulation, erosion, altered drainage, or other conditions are causing an area to depart from the objectives established in Section 5, the timing, extent, or intensity of management may be adjusted accordingly.

Monitoring records should be maintained at a level sufficient to document significant changes in site condition, major management activities, and the basis for material adaptive-management decisions.

9. IMPLEMENTATION

Initial implementation shall emphasize activities that establish baseline conditions, begin priority restoration, improve sustainable public access, and support subsequent adaptive management.

Initial priorities shall include:

1. Update the GIS-based gopher tortoise burrow inventory before substantial habitat-enhancement work begins.
2. Initiate mechanical restoration of the approximately 6.1-acre Fire Restoration Area.
3. Initiate gopher tortoise habitat enhancement within priority treatment areas.
4. Implement recurring invasive exotic plant control.
5. Open and maintain selected existing trails for public use and management access.
6. Construct boardwalks along priority wet trail segments where elevated crossings are necessary to provide four-season access under the standards established in Section 6.6.
7. Establish repeatable photographic monitoring locations within major restoration and habitat-enhancement areas.

Implementation may proceed incrementally according to available funding, staffing, equipment, seasonal conditions, resource priorities, and observed site conditions. Treatment of an entire management area during a single management cycle is not required where phased or patch treatment better serves restoration, habitat, operational, or resource-protection objectives.

Following initial restoration, management shall transition primarily to recurring vegetation maintenance, invasive exotic plant control, trail and boardwalk maintenance, resource monitoring, and adaptive retreatment.

10. PLAN ADMINISTRATION

The Property shall be managed in accordance with the conservation, natural-resource protection, and compatible passive recreational purposes established by the Florida Communities Trust Grant Agreement, the recorded Dedication to Public Use and Declaration of Restrictive Covenants, and this Management Plan.

Routine land-management activities authorized by this Plan may include mowing, brush cutting, forestry mulching, roller chopping, selective tree and shrub cutting, invasive exotic plant treatment, trail vegetation maintenance, hazard reduction, wildlife-habitat enhancement, and similar activities necessary to implement the management objectives established in Section 5.

Specific treatment methods, equipment, treatment boundaries, timing, and frequency may be modified in response to field conditions, vegetation response, soil conditions, hydrology, wildlife use, storm damage, wildfire risk, equipment capabilities, monitoring results, funding, staffing, and other site-specific conditions, provided that the activity remains consistent with the objectives and authorized uses established by this Plan.

Routine vegetation and habitat management that does not materially disturb the soil surface or alter existing hydrology shall not require project-specific wetland permitting review under this Plan solely because the activity occurs within wetland vegetation. Likewise, routine gopher tortoise habitat management shall be conducted in accordance with the provisions of Section 6.2 and shall not be subject under this Plan to development-related equipment setbacks merely because a burrow occurs within the treatment area.

Construction, dredging, filling, excavation, grading, material alteration of drainage or hydrology, major land alteration, or other activities materially outside the scope authorized by this Management Plan shall be evaluated separately for applicable approvals.

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Management activities shall be documented sufficiently to support stewardship reporting, adaptive management, and future updates of this Management Plan.

11. REGULATORY AND TECHNICAL REFERENCES

Biological Consulting Services, Inc. Environmental Assessment Report for Turnbull Creek Watershed Preservation Area. June 2024.

Environmental Services, Inc. Turnbull Trace Protected Tree Inventory. June 26, 2015.

Florida Communities Trust. Dedication to Public Use and Declaration of Restrictive Covenants, Turnbull Creek Watershed Preservation Area. Recorded October 8, 2020, Volusia County, Florida.

Florida Communities Trust. Grant Agreement No. 18-021-FF19. Executed August 1, 2019.

Florida Communities Trust. Management Plan, Turnbull Creek Watershed Preservation Area. Approved May 26, 2020.

Florida Department of Environmental Protection. Stewardship correspondence dated June 23, 2025, approving the City's transition to a five-year stewardship-reporting cycle, with the next report due June 30, 2030.

Florida Fish and Wildlife Conservation Commission. 2024 Gopher Tortoise Management Plan.

Florida Fish and Wildlife Conservation Commission. Gopher Tortoise Enforcement Policy: Agricultural, Silvicultural and Wildlife Management Activities. The policy is directly relevant to §6.2 because it addresses mowing, disking, roller chopping, tree cutting, prescribed burning, and related habitat-management activities.

Florida Fish and Wildlife Conservation Commission. Gopher Tortoise Permitting Guidelines. Current edition.

Florida Fish and Wildlife Conservation Commission. Species Conservation Measures and Permitting Guidelines. Current guidelines applicable to protected wildlife addressed by the general provisions of Section 6.

Florida Invasive Species Council. FISC List of Invasive Plant Species. Current edition. Section 7 expressly uses Category I and Category II species on the then-current FISC list to define invasive exotic plant species for purposes of the Plan.

Florida Invasive Species Council. FISC Watch List. Current edition. Section 7 distinguishes Watch List species from Category I and Category II invasive species.

National Oceanic and Atmospheric Administration. LiDAR elevation data used for the Property's topographic and hydrologic analysis.

St. Johns River Water Management District. Formal Wetland Determination. Issued March 6, 2018.

U.S. Department of Agriculture, Natural Resources Conservation Service. Web Soil Survey and Soil Survey Geographic Database (SSURGO). Soil information used in the Plan's soil mapping, hydric-soil analysis, and gopher tortoise habitat-suitability analysis.

U.S. Fish and Wildlife Service, Florida Ecological Services Office. Florida Consultation and Project Planning Resources. Current edition. This source supports the general Section 6 requirement concerning federally protected species.

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APPENDIX A

Reference Figures

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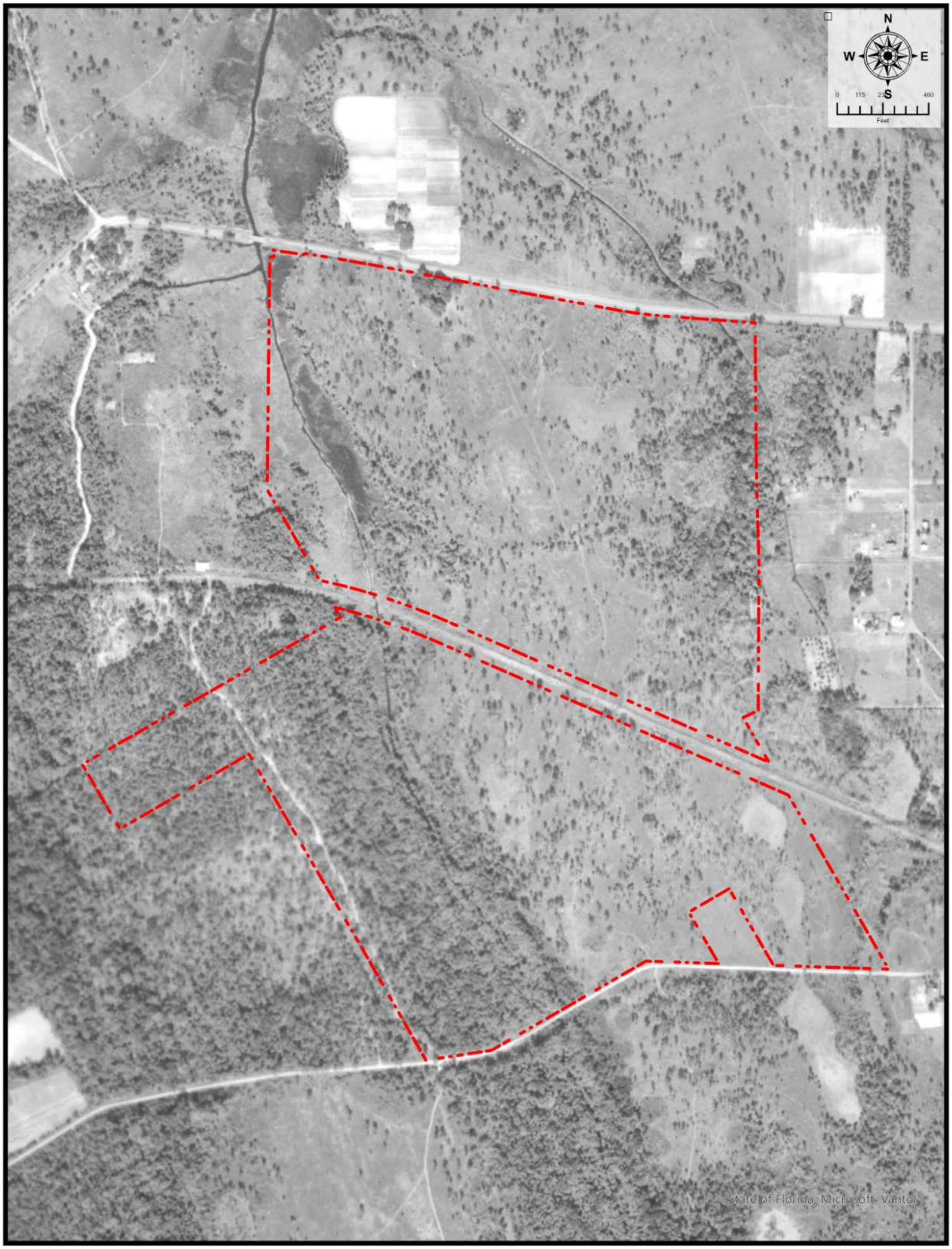


Figure A-1. *1943 Aerial reference image showing historic landscape context.*



Figure A-2. *2025 Aerial reference image showing current landscape context.*



Figure A-3. *NRCS-Mapped Soils.*

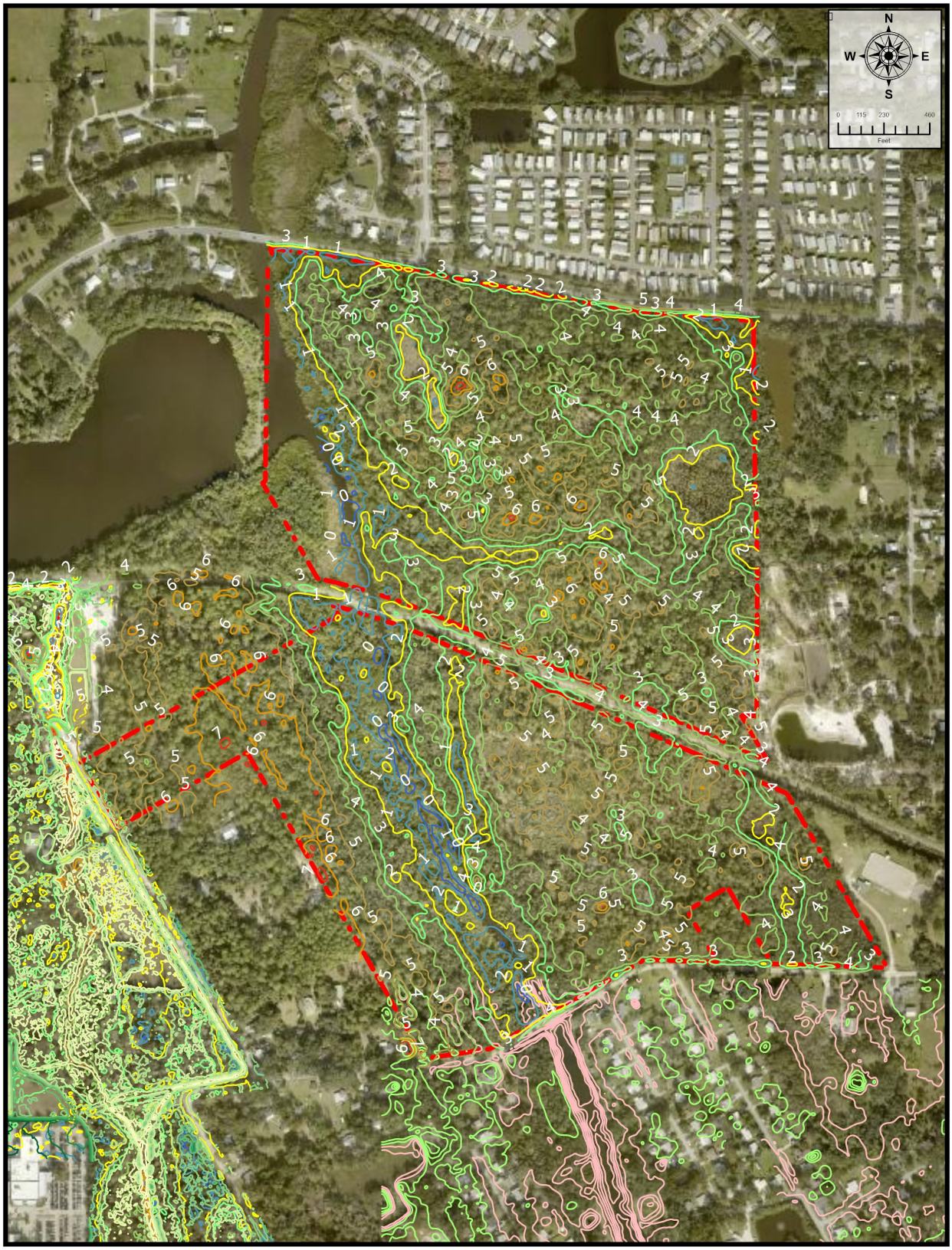


Figure A-4. *2006 LiDAR Contours figure used to interpret elevation, Turnbull Canal wetland corridor, northern seasonal slough, and upland restoration areas.*

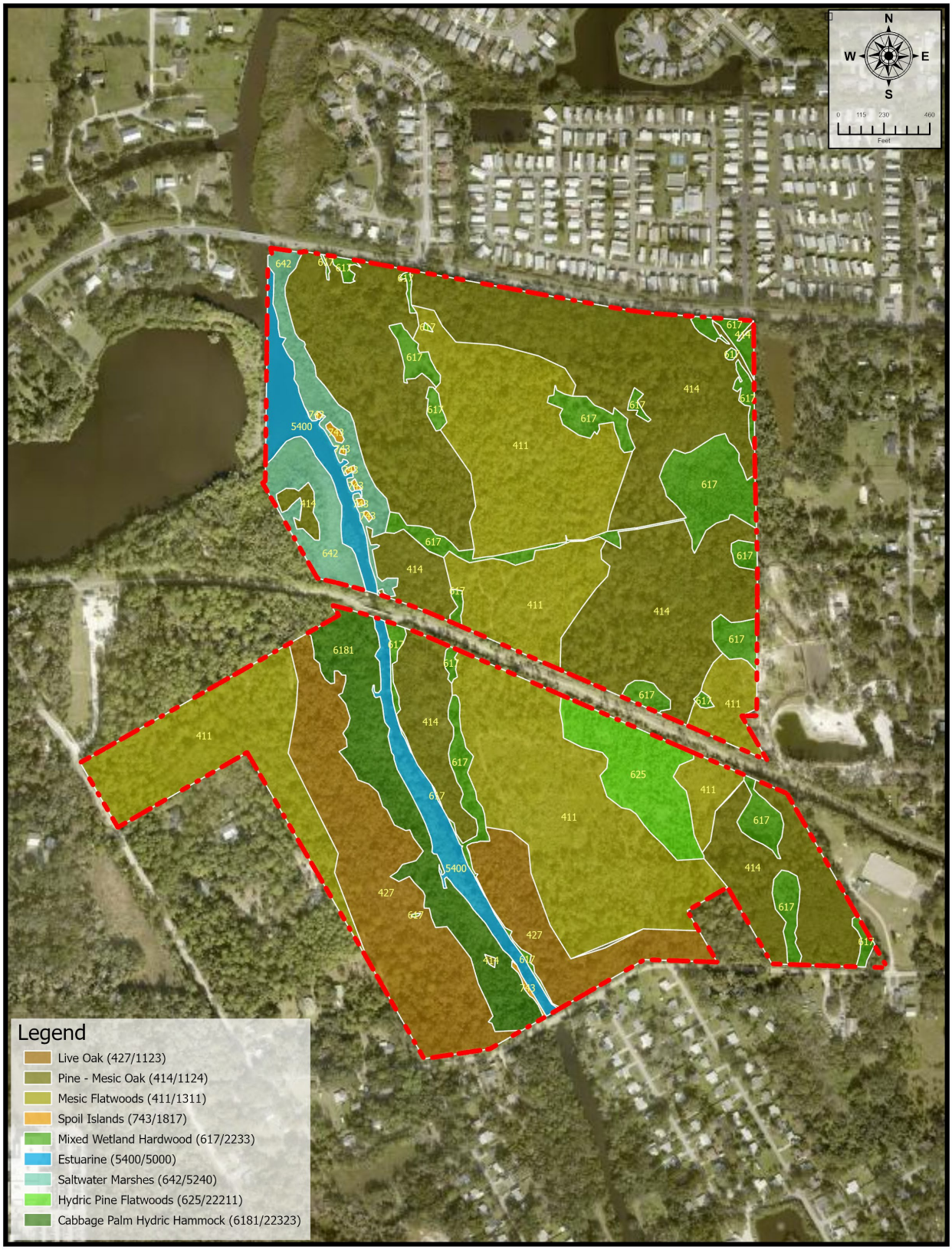


Figure A-5. *Site Specific Mapped Land Cover/Use. [Source: Environmental Assessment Report for Turnbull Creek Watershed Preservation Area, prepared by Biological Consulting Services, Inc., June 2024.]*



Figure A-6. *SJRWMD-Approved Wetland Lines. [Source: St. Johns River Water Management District Formal Wetland Determination, issued 6 March 2018.]*



Figure A-7. *Historic Live Oak Trees. Red dots represent mapped historic live oak trees. [Source: Turnbull Trace Protected Tree Inventory, prepared by Environmental Services, Inc., dated 26 June 2015.]*

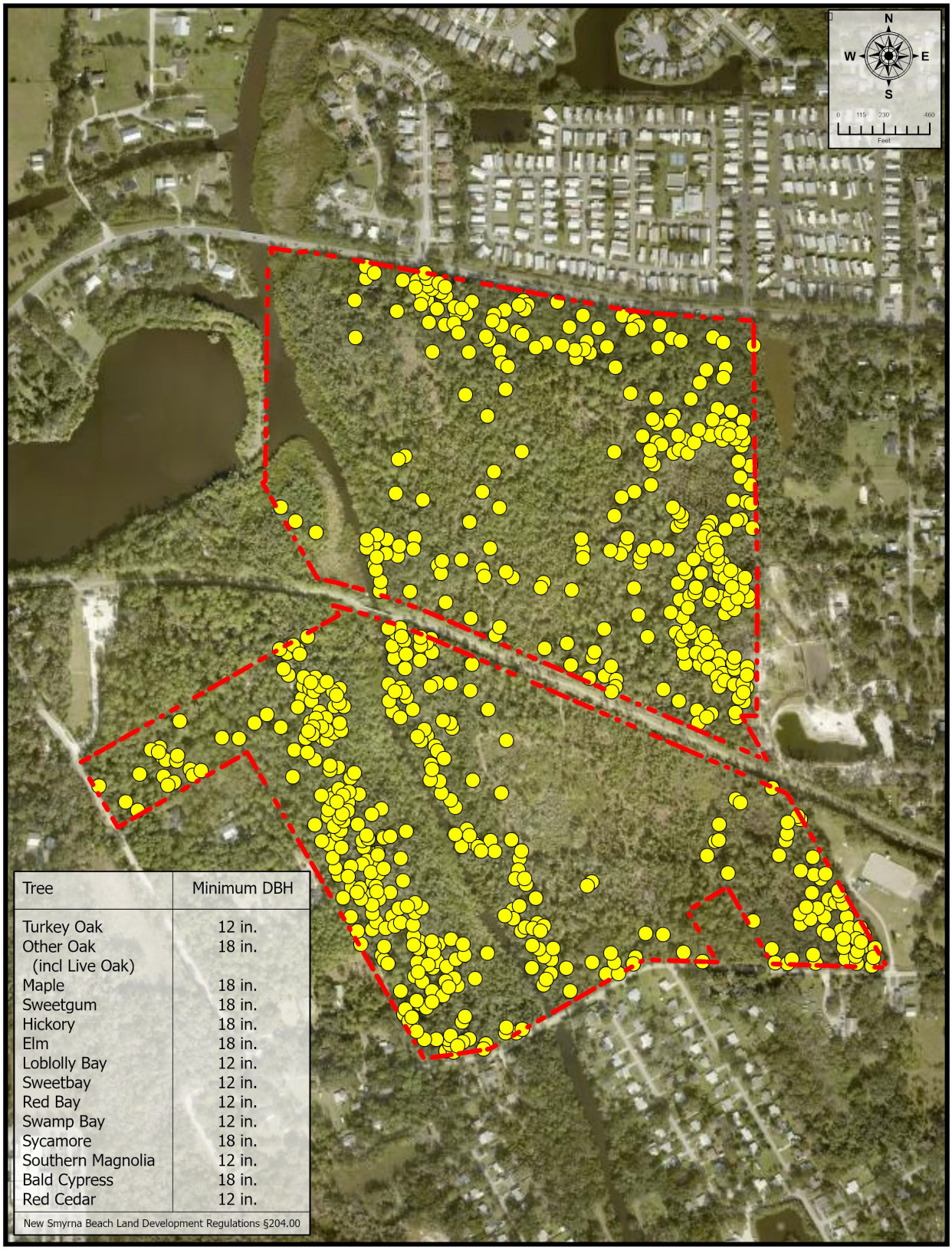


Figure A-8. *Specimen Trees. Yellow dots represent mapped trees meeting the New Smyrna Beach definition of a Specimen Tree, as listed on the attached chart. [Data Source: Turnbull Trace Protected Tree Inventory, prepared by Environmental Services, Inc., dated 26 June 2015.]*



Figure A-9. Trails and Potential Boardwalks. All trails depicted herein currently exist but are not open to the public. White segments represent potential boardwalks.

APPENDIX B

Land Manager Resume

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APPENDIX C

Custom Soils Report

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APPENDIX D

2024 Environmental Assessment Report

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THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

BEE CITY USA MEMBERSHIP

November 16, 2026

Background:

Bee City USA is a national pollinator-conservation program of the Xerces Society for Invertebrate Conservation. The program recognizes municipalities that commit to protecting native bees and other pollinators by improving habitat, increasing the use of native plants, providing nesting opportunities, reducing reliance on pesticides, and educating the public about pollinator conservation. Participation is not primarily about managed honey-bee hives. The program emphasizes conservation of native pollinators and the habitats upon which they depend. See https://beecityusa.org/.

Findings:

To become an affiliate, city commission adopts a resolution committing to the program and establishes a standing Bee City USA committee involving City staff and community representatives. Participating communities create or improve pollinator habitat annually, develop native-plant and native-plant-supplier resources, work toward an integrated pest management program that reduces pesticide use, incorporate pollinator-conscious practices into municipal policies and plans, and conduct public education and awareness activities.

Benefits to New Smyrna Beach

Designation as a Bee City USA community would provide several practical benefits to New Smyrna Beach:

- **Supports the City's conservation and biodiversity goals.** Pollinator habitat can be incorporated into parks, conservation lands, stormwater facilities, streetscapes, municipal landscaping, and appropriate restoration projects. The program specifically promotes expanding native plant communities and nesting habitat.
- **Provides a framework for native-plant restoration.** The required native-plant and supplier lists could complement the City's broader efforts to promote Florida-native landscaping and provide residents and City staff with practical guidance on selecting locally appropriate plants.
- **Encourages responsible pesticide management.** Bee City USA calls for an integrated pest management (IPM) approach that emphasizes prevention and nonchemical controls and reduces unnecessary pesticide use. This can help protect pollinators while retaining the City's ability to manage legitimate pest, invasive-species and public-health concerns.
- **Supports broader wildlife habitat.** Planting diverse native flowering species and protecting natural areas for pollinators can also improve habitat for butterflies and other insects and contribute to the ecological resources used by birds and other wildlife. This would complement New Smyrna Beach's broader biodiversity and habitat-conservation initiatives.
- **Creates opportunities for public involvement and education.** Affiliates conduct at least one pollinator-awareness activity annually. Such activities could be incorporated into existing City environmental programs, volunteer planting projects, native-plant events, school partnerships, or other community programs.
- **Supports local businesses and native-plant landscaping.** The Xerces Society identifies support for native-

plant nurseries and pollinator-friendly landscaping businesses as one community benefit of the program. A City-prepared supplier list could also make it easier for residents to locate appropriate native plants.

- **Provides technical resources and expertise.** Affiliates receive access to Xerces Society conservation resources, training, workshops and webinars, an online affiliate portal, and assistance from pollinator-conservation staff. These resources include guidance for developing IPM programs, native-plant lists, habitat projects, and educational programs.
- **Provides national recognition for existing conservation efforts.** Affiliates are included in Bee City USA's national directory and may use a customized Bee City USA logo and street-sign artwork. This offers an additional way to communicate New Smyrna Beach's commitment to conservation and biodiversity to residents and visitors.

Fiscal Analysis:

TBD

Strategic Plan Item:

Yes

Staff Report Created By: Ralph Miller - Natural Resource Manager

Attachments:

bee_city_usa_resolution_template.pdf

Please do not pass this resolution until your city/county has started a Bee City Application and Bee City USA has approved your draft resolution. Upload your draft resolution to your "Application" tab.

Below, you may modify the "Whereas" section of your resolution. The "Now, Therefore" section can be lightly modified, but the commitments cannot be deleted or greatly modified.

Questions? Email beecityusa@xerces.org.

RESOLUTION NO. _____

A RESOLUTION of [your city council or county commission of your city and state] designating [your city or county] as a BEE CITY USA® affiliate.

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, [your city or county] should be certified a *BEE CITY USA* community because [this is optional section for you to highlight anything your community has already done or plans to do to conserve pollinators]; and

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, [your city or county] chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The [your city or county] [appropriate department name] Department is hereby designated as the BEE CITY USA sponsor.
2. The [appropriate position title] of [department above] is designated as the BEE CITY USA Liaison.
3. Facilitation of [your city or county]'s BEE CITY USA program is assigned to the [committee name] Committee.
4. The [committee name] Committee is authorized to and shall:
    a. **Celebration**: Host at least one educational event or pollinator habitat planting or restoration each year to showcase [your city or county name]'s commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
    b. **Publicity & Information**: Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the [your city or county name] website which includes, at minimum a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).
    c. **Habitat**: Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying [City or County]'s real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
    d. **Pollinator-Friendly Pest Management:** Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
    e. **Policy & Plans**: Establish, through the [City or County], a policy in the [Plan name] Plan of [City's or County's] Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation and review the [Plan name] Plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
    f. **Renewal:** After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of [your city or county name]'s BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on [your city or county name]'s population.

ADOPTED by the [City Council or County Commission] of the [your city or county name, state], this ___ day of _____, 20__.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

TURNBULL CREEK LAND PRESERVATION COMMITTEE MEETING DATES.

November 16, 2026

Background:

The Turnbull Creek Land Preservation are scheduled to meet on the following days:

- Monday, February 15, 2027
- Monday, May 17, 2027
- Monday, August 16, 2027
- Monday, November 15, 2027

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kohn Evans