

**Good Neighbor Trail
and Trailhead Complex
Management Plan**
2010 Update

FCT Project #95-029-P56

**City of Brooksville
Community Development Department**

**Approved by FCT December 18, 1998
Final Plan Prepared January 25, 1999
Approved by City Council November 18, 2002
Update approved by City Council 2005
Modified pursuant to FCT Review February 2010**

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LIST OF ABBREVIATIONS

American Association of State Highway and Transportation Officials	AASHTO
Americans with Disabilities Act.....	ADA
Brooksville, City of	The City
Community Redevelopment Area.....	CRA
Comprehensive Plan, City of Brooksville.....	The Plan
Florida Communities Trust	FCT
Florida Department of Environmental Protection.....	DEP
Florida Fish and Wildlife Conservation Commission.....	FFWCC
Florida Recreation Development Assistance Program.....	FRDAP
Florida Fish and Wildlife Conservation Commission.....	FWC
Good Neighbor Trail Advisory Committee.....	GNTAC
Good Neighbor Trail and Trailhead Management Plan.....	Management Plan
Good Neighbor Trail	The Trail
Good Neighbor Trailhead.....	The Trailhead
The Hernando Historical Museum Association, Inc.	The Museum
Hernando County.....	The County
Hernando County Metropolitan Planning Organization	MPO
Historic Brooksville Train Depot.....	Train Depot
Southwest Florida Water Management District	SWFWMD

INTRODUCTION

This management plan is intended to provide guidance in the future use and management of the Good Neighbor Trail (the Trail) and the Good Neighbor Trailhead (Trailhead) Complex. The primary proposed project area incorporates approximately 35 acres of City-owned and Hernando Historical Museum Association, Inc. (Museum) - owned property, 31.3 of which were acquired with a Florida Communities Trust (FCT) grant. The portions of the project that were funded by FCT are shown on the Exhibit VIII-A: Master Site Plan. The Museum owns 1.5 acres on which sits the Historic Brooksville Train Depot (Depot) and the City owns the remainder of the project site. The trail is envisioned to extend an additional nine miles beyond the City limits to the east northeast so that it may connect with the Withlacoochee State Trail.

The Trail project area's focal point is an abandoned rail corridor bisecting the eastern half of the City. Approximately 5,800 linear feet of the abandoned railroad corridor falls within the FCT funded site. The western terminus, which will be the site of the Trailhead, served historically as the commercial depot and rail yard connecting to the still active CSX railway (adjacent to the west of the FCT site) that currently ships limerock and other materials from active mines in north-central Hernando County to the Port of Tampa in Hillsborough County.

The trail is the first phase of a three part project linking the Withlacoochee State Trail located in eastern Hernando, Pasco and Citrus counties with the Suncoast Trail.

The trailhead proper at the western terminus is bounded on the north by Russell Street, on the west by Main Street and the active CSX rail line; on the south by industrial and residential subdivisions; and by South Brooksville Avenue and the City's Department of Public Works Complex on the east. The abandoned rail corridor extends east-north-eastward to the city limits, crossing Alternate State Road 50 (Jefferson Street). Development to the south of the corridor is largely single and multi-family residential, with large undeveloped tracts on the northern side of the corridor (VIII-A: Master Site Plan).

The Special Conditions listed in the Grant Award Agreement are addressed at the end of this plan. This document represents the ongoing efforts by the City and its partners to develop and maintain both the Trail and Trailhead project area. It is intended that all initial and future implementation of this plan be carefully documented to provide a clear, concise understanding of the initial site conditions, existing agreements, applied methodologies, and evaluation of the effectiveness of management strategies. Current and future personnel and individuals responsible for management should periodically examine the purpose and goals

identified for the property to ensure that the methods applied are the most efficient means to achieve project goals. The long term success of the overall management program is contingent on the effective monitoring of ongoing conditions and implementation of appropriate adjustments.

PURPOSE

As a stand-alone facility, the Trail cuts through the heart of the Brooksville urban core, providing a key link between neighborhoods and recreational areas (VIII-A). The Historic Brooksville Train Depot terminus of the trail will serve as a nexus of community activity.

The project is the first phase of the development of the Good Neighbor Trail that would continue eastward along the abandoned rail corridor to connect with the existing 46-mile long Withlacoochee State Trail near the historic town site of Croom (VIII-B.1). Completion of the extended trail will link Brooksville to a private mountain bike racing facility; a 55-mile mountain bike trail, 31 miles of hiking trails and 23 miles of horse trails in the Croom Tract of the Withlacoochee State Forest; Silver Lake, Townsend Lake and Cypress Lakes recreation areas; and the Withlacoochee River canoe trail (VIII-B.2).

Since the time of project application, the Hernando County Metropolitan Planning Organization (MPO) approved maintenance funding for the 18-mile long portion of the Suncoast Trail that passes through Hernando County. This multi-use trail has been constructed along the entire 45-mile length of the Suncoast Parkway toll road facility. The parkway joins the Veteran's Expressway toll facility in northern Hillsborough and extends in a northerly direction through Hillsborough, Pasco, and Hernando Counties. The planned future construction phase extends the Parkway and trail alignment to U.S. Highway 19 just south of Inglis near the Cross Florida Greenway (VIII-B.3).

A westward extension of the Good Neighbor Trail to the Suncoast Trailhead located off State Road 50 (Cortez Boulevard) trailhead is in the conceptual planning stages (VIII-B.2). Once completed, the three components of the Good Neighbor Trail will provide a vital east-west link between the Suncoast and Withlacoochee State Trails and serve as the southern loop of a statewide trail system connecting coastal and interior central Florida (VIII-B.4).

The focus of this management plan will be to encourage a greenway for wildlife and recreation; link neighborhoods and parks including an on-site walking trail at the trailhead complex; replace an outdated platted subdivision with a managed natural and historic area; provide recreational opportunities, particularly youth at risk; and serve as an urban park and cultural center which will provide cultural activities.

Future uses of the project area include a paved multi-use trail for bicycling, walking and rollerblading, with nature trails along the rail-trail embankment and at the station area; the development of an historic village around the existing depot; restoration of a streambed running through the site; removal of prolific exotics to encourage existing native plant species, especially those associated with hardwood bottomlands; and rehabilitation of the area to foster avian and other faunal food sources.

The Trail will be developed to accomplish the following objectives:

1. Develop a multi-use non-motorized recreational trail
2. Develop the trailhead, including:
 - a. Additional parking (Completed improved parking at restrooms in 2009)
 - b. Improvements to historic trail depot (Completed in 2004)
 - c. Renovation of antique boxcar (Accomplished in 2004)
 - d. Construction of picnic tables and public restroom (Completed in 2009)
 - e. Construction of tot lot
 - f. Construction of Gazebo to accommodate cultural activities (Completed in 2009)
3. Rehabilitate natural areas by:
 - a. Restoring streambed
 - b. Planting appropriate native flora
 - c. Removal of invasive exotic flora
 - d. Improving habitat for native birds and other native wildlife
 - e. Restore natural vegetative habitat where appropriate
4. Provide educational and recreational programs to the general public and youth, particularly at-risk youth
5. Document and preserve on-site historic elements
6. Provide site for valuable historic buildings scheduled for demolition or removal
7. Create southern landscape environment at entry points

The Trail will further implementation of related elements of the adopted City of Brooksville

Comprehensive Plan, particularly policies found in the Conservation Element and Recreation and Open Space Element. The Comprehensive Plan (the Plan) mandates preservation of environmentally sensitive lands for wildlife, vegetation and natural communities, as well as the protection of water quality and quantity. Recreational and open space needs at this location have been identified and targeted for development in the Plan. This project will meet these objectives in every way.

Preserving the corridor as a greenway will aid the natural regeneration and expansion of adjacent viable native ecosystems along the rail corridor (Plan Ch. 5-5, 5-5.3, 5-5.4, 5-5.5, 5-5.6). Flora and fauna of this habitat have advanced in a southwesterly direction along the corridor to Alternate State Road 50 (Jefferson Street). The northeastern section of the rail corridor is adjacent to an undisturbed hardwood hammock.

The trailhead site was platted in the 1850s to 1880s and clearcut for development. During that period, the railroad company altered the terrain in much of the trailhead area to build connecting rail lines used to transfer goods from the east-west main line to the north-south trunk line. Along the western third of the site, native and exotic vegetative species have been allowed to grow undisturbed for the past 100 years.

The trailhead area also contains a stream that is an integral part of the region's natural drainage system. This streambed, which has been called Parson's Brook because of the historic owner of the property, flows to Irvine Lake in the Bystre Lake Drainage Basin. Protecting the streambed and associated conservation area will protect the project area from the effects of urbanization (Plan Ch. 5-1, 5-2), enhance the aesthetics of the area (Ch. 5-7, 5-7.1, 5-7.3), assist in flood control and drainage (Ch. 5-3, 5-3.6, 5-3.8, 5-3.9, 5-5.5, 5-5.6) and minimize soil erosion (Ch. 5-4, 5-4.2, 5-4.3).

The site plan will provide a significant addition to existing recreational sites and address future needs. The Trail will serve as a linear park and greenway that links neighborhoods, a multi-modal transportation pathway, and recreational facility that provides outdoor activity for fun and health (Plan Ch. 6-1, 6-1.3, 6-2, 6-2.4). As the first phase of a cross-county link between the active Withlacoochee State Trail and the Suncoast Trail, the facility will encourage the County to begin development of the remaining corridor as a cross-county link to major regional recreational and conservation areas owned and/or managed by the U.S. Division of Fish and Wildlife Service, Florida Division of Forestry, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Southwest Florida Water Management District and Hernando County (Ch. 6-3.5, 6-3.6, 6-4).

The project will incorporate the goals of the existing Enterprise Zone created by the Florida Legislature in 2003 and the City's adopted plan of revitalization. The project area lies within the Enterprise Zone and is adjacent to the Community Redevelopment Area as well as the City's recognized historic district.

The trailhead will incorporate structures of historic value, an information center, gazebo, tot lot, nature/interpretive trails and parking (Plan Ch. 6-3, 6-3.1, 6-3.2). All site improvements will be ADA compliant; nature trails will be accessible on sections built on railbeds (Ch. 6-3.3). Parking will include bicycle racks, with supplemental racks at structure locations (Ch. 6-3.4).

In 2004 the City's Evaluation and Appraisal Report (EAR) amended the City's Comprehensive Plan so that the Good Neighbor Trail and Trailhead complex was given a Recreation and Open Space Future Land Use. The site will be managed only for the conservation, protection and enhancement of natural and historic resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.

As part of the Florida Communities Trust provisions, the project site will be properly identified in signage, literature and advertising as being publicly owned, open for public use and operated as a passive recreation area. Signage will specifically identify the site as being purchased with funds from the Florida Communities Trust Preservation 2000 Program and restored through cooperative efforts of the City of Brooksville, the Hernando County Metropolitan Planning Organization, and the Hernando Historical Museum Association, Inc.

SITE DEVELOPMENT, IMPROVEMENT AND ACCESS

All existing and proposed physical improvements to the project site are identified and located on the master site plan (VIII-A).

Physical Improvements

A freight train depot constructed in 1885 is currently located on property owned by the Hernando Historical Museum Association, Inc. (not FCT funded) and is open to the public during business hours. The Museum currently operates the County's only genealogical research center out of this historic Brooksville Train Depot. Entrance ramps to improve ADA compliance were added to the depot in 2002 and public restrooms, which serve the depot and are handicap accessible, are among the improvements made to the trailhead site in 2009. The Museum entered into an agreement with a private developer to have a dilapidated boxcar renovated in exchange for use of the boxcar at the developer's sales office. The boxcar was relocated in April of 2004, restoration was completed by July of the same year, and the restored boxcar was returned to the trailhead in 2007.

A derelict building, formerly used as a recycling center, and associated debris were removed in 1996. Designation of proper areas to locate up to seven historic structures on both

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museum-owned and City-owned property is reserved on the master site plan. Relocation of historic structures to the trailhead area will be coordinated through the Hernando Historical Museum Association, Inc. This was formalized when the City's and Museum's joint request for a special exception for the trail and trailhead properties was approved by the Brooksville Planning and Zoning Commission on July 14, 2004. Furthermore, the City and Museum entered into a project development agreement on November 2, 2004 defining the parameters by which each entity would make improvements to the trailhead.

The City's public works department offices are currently located in a building along South Brooksville Avenue on City-owned property adjacent to the trailhead area (not on FCT funded site).

In 1997 the City installed covered picnic tables on the City-owned property known as Russell Street Park (adjacent to FCT funded site). Improvements consist of two triple tables (two tables seating eight to ten persons joined by a handicapped accessible table seating up to four persons) and five single tables seating eight to ten persons. A sign designates the area as a park site.

Other improvements consist of culverts installed to direct the flow of stormwater through the trailhead and eastern portion of the trail corridor.

Trail construction and trailhead improvements have been initiated through local metropolitan planning organization local share funds from the Intermodal Surface Transportation Efficiency Act and other funding sources. The county engineering department is certified to design all local enhancement projects. Trail improvements to Jasmine Drive and trailhead construction was completed in September 2009.

Bike paths to the site will be developed along local streets and bike racks at the site will be installed to provide an alternative to automobile transportation to the project site. Connector paths have not been protected or created since adoption of this plan. The City should renew these efforts via all new development plans including, but not limited to, Howell Avenue, Wiscon Road, State Road 50, U.S. 41 South, and Barnett Road.

Proposed alterations of natural areas would be limited to removal of stormwater culverts and restoration of the streambed in the trailhead area and rehabilitation of natural areas through removal of exotics. Parking areas, pavilion and historic building site areas are located in the former site of the switching yard, approximately four acres in size. This yard has minimal vegetation and contains compacted soils. The trail corridor also has a compacted bed with little vegetation. A paved trail, 12 feet wide and approximately 2700 feet long, has been constructed at the trailhead corridor with adjacent natural areas preserved. The trail meets the American Association of State Highway and Transportation Officials (AASHTO) standards for multi-use trails.

Development of a vegetation plan is underway. The first phase of the plan, which was concluded in October 2002, consisted of conducting surveys, listing locations (when possible), sizes and species of native and exotic vegetation. The next phase will include implementation of a methodology for the removal of invasive exotics and protection of listed and native species. Potato vine eradication has been an ongoing process on the site since 2002. The Division of Forestry and Hernando County Florida Native Plant Society is currently assisting the City in identifying and marking pest plant material on the property and subsequent partial removal and eradication of invasive, exotic plant material was accomplished during the first and second quarters of 2010.

Other trailhead and trailside amenities may be spearheaded through voluntary fundraising efforts of trail and historic preservation supporters. These trail improvements may include shaded trailside seating, picnic tables, water fountains, artworks, air pumps, landscape materials and similar improvements that add to the recreational enjoyment of the area.

Written approval from FCT will be requested prior to the construction or installation of any buildings, structures, improvements, or signs or any removal of native vegetation or major land alteration not discussed in this management plan. All improvements and major land alterations shall comply with applicable local, state, regional and federal laws and regulations. Evidence will be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction of major land alterations.

As identified herein in Chapter II, an entrance sign will be placed at the trailhead identifying the Good Neighbor Trail as being open to the public and as having been purchased with funds from Florida Communities Trust Preservation 2000 Program and restored through cooperative efforts of the Hernando County Metropolitan Planning Organization, the City of Brooksville and the Hernando Historical Museum Association, Inc. The City provided FCT with a proposed mock-up of the sign for review and approval prior to ordering the sign.

Access

The primary trailhead parking area will be accessed from Brooksville Avenue. The existing depot and picnic area have access from Russell Street. Handicapped access to the depot and secondary parking is proposed from Russell Street. The streambed will be accessed from a nature trail loop that begins at the western terminus of the paved recreational trail.

To the extent possible, the parking area at the trailhead will be, constructed of pervious materials and be able to accommodate at least twenty automobiles, including spaces for oversized vehicles, bicycle racks for a minimum of twenty bicycles and a transit loading and unloading zone. Bollards or some type of natural material fencing will be installed to prevent cars from parking in the restoration area or open fields and a natural buffer will be

designed between any streambed or wetland area and the parking lot.

The natural areas will be open to the public during daylight hours. There will be no access to permanent water bodies. Nature trails adjacent to the streambed at the trailhead will give visual access to the stream.

Access to the project site will comply with the Americans with Disabilities Act and the Florida *Accessibility Code for Building Construction*, October 1997 Edition.

Easements, Concessions and Leases

When the property was purchased through FCT, title searches and surveys of the trailhead properties revealed that there were no existing easements or concessions on the property. The City was further able to acquire three additional parcels as part of a settlement agreement with CSX for their illegal timber harvest on City property.

No new leases, concessions or easements are currently proposed for the project site. As was previously mentioned, the City and the Museum formerly entered into a project development agreement in November of 2004 which allows the City to make certain improvements on Museum-owned property, such as construction of the trail and a water feature, and allows the Museum to relocate historic structures to designated sites on City-owned property. The City and Museum shall provide 60 days prior written notice to FCT upon proposal or interest of any kind in leases, the operation of any concession, any sale or option, any use other than by a member of the public and management contracts of the project site with non-governmental persons or organizations.

Permits

Permits may be required from the SWFWMD and DEP for the streambed restoration project, as well as city and county permits for construction of the handicapped accessible elements to the existing building, the parking lot renovations, relocation of historic buildings and actual trail construction.

KEY MANAGEMENT ACTIVITIES

Maintenance

The City is responsible for maintenance of the Trailhead park on a daily and long-term basis. The City will perform duties associated with the general upkeep and maintenance of the property and amenities. Repairs will be performed on an as needed basis. Garbage/trash disposal will also be performed by the City according to the schedule used for other City parks.

Maintenance of the train depot, boxcar and any historic buildings moved to the project site will be the responsibility of the Hernando Historical Museum Association, Inc., unless other arrangements are made in writing with the City.

Security

The City is responsible for the protection of both the visitors and the sites. The duties include preventing vandalism, property damage and maintaining the security and integrity of the sites. Members of the City police department will routinely patrol the project site.

Staffing

Once the project is developed, the City estimates that the maintenance of the project area will require one City employee to work at least eight hours per week to maintain the site. Additionally, volunteer maintenance work will be solicited through citizen support organizations for the trail and community, such as Hernando Historical Museum Association Inc, the Hernando Chapter of the Florida Native Plant Society, the City's Parks & Recreation and Beautification Boards and others. Groups would assist with trash cleanup, exotic plant eradication, educational and recreational programs.

Natural Resource Protection

The City Council is responsible for the protection of natural resources on the project sites and shall take appropriate actions to minimize impacts on existing relic hardwood communities, the habitat of endangered and threatened species and shall provide appropriate protective measures for environmentally sensitive land and unique vegetative communities. The City will forward listed species information to the Florida Natural Areas Inventory. Additionally, the City will conduct an annual inspection of natural resources.

On-site inspections conducted indicate extensive use of the project areas by small mammals,

birds and butterflies. Additionally, vegetative surveys have identified the presence of common native and exotic vegetation. Loblolly pine, live oak, sand live oak, water oak, winged elm, cabbage palm, magnolia grandiflora, wax myrtle, black cherry, salt bush, pignut hickory, sweetgum, red cedar, elderberry, American elm, swamp chestnut, Florida elm, native viburnum, Virginia creeper, ebony spleenwort and wild petunia, were among native species noted on site. Due to the effects of urbanization, exotics are mixed in with the natives, such as air potato vines, lantana, camphor, Chinese tallows and Cogins grass. Refer to Exhibit VIII-B.8. for a complete list of vegetation identified on the property to date.

Along most of the length of the stream bed the banks are almost vertical and provide very little suitable habitat. Steep side slopes and high flow velocity prevent vegetation from becoming established.

These areas are normally utilized by wildlife for nesting, feeding and resting. Protection strategies will be incorporated into each listed area.

The City will prohibit disruptive activities that could adversely affect wildlife other than restorative work done in conjunction with the SWFWMD and DEP. Prohibited activities include unleashed pets in the project area and prohibit the feeding of raccoons, squirrels and other wild animals. As with all other City parks, overnight camping, fires (other than in a provided grill at a picnic area), and other similar activities will also be prohibited. Educational kiosks with materials regarding wildlife will be placed at the trailhead area.

The City will conduct a survey of the number and types of listed species found on the project site as needed. Any rare animal species identified on the site will be recorded on the *Florida Natural Area Inventory Field Report Form for Occurrences of Special Animals* (VIII-D) and forwarded to the address listed on the form. This survey report will also be forwarded to FCT and, if approved, made a part of this management plan.

The paved trail and nature trails will discourage damage to the established natural plant habitat. The City will supervise all tree trimming activities associated with maintenance of the paved and nature trails. As a certified "Tree City USA", and pursuant to the adopted tree protection code, the City, with the assistance of the Florida Division of Forestry, surveyed the project site for specimen trees in 2003. The City will constantly monitor the site for invasive exotic species and develop a plan for eradication and maintenance in an attempt to keep the site free of exotics. Educational material will provide the public with information regarding exotic plant invasion and detail the City's efforts to keep the project area free of these pests. Plants used to restore the area will be chosen from native Florida trees and plants suitable for the project area and conditions. These plants provide a natural condition in terms of biological composition and ecological function.

The City will direct design professionals, providing construction documents for the

restoration, to coordinate efforts with the Florida Fish and Wildlife Conservation Commission, Southwest Florida Water Management District and Department of Environmental Protection in developing the restoration plan for the project site to ensure the stream habitat is protected from unrestricted access and intrusive development. Protection elements include construction of a nature trail.

The City will update the survey of the number, types and location of any listed plant species as warranted. Any new or rare species will be recorded on the *Florida Natural Area Inventory Field Report Form for Rare Plants* (VIII-D).

The recreational use of the project area will be limited to designated paved and nature trails in the corridor and streambed areas. Other use of parking, historic structures and picnic areas will be localized in the trailhead portion of the facility. Visitor traffic will be routed through proper design to protect natural features and historic structures.

The City will conduct surveys of site ecosystems, particularly the trailhead streambed area, and will record this information on site maps for forwarding to FCT and, if approved, inclusion into this management plan.

Resource Enhancement

The project site was altered by the previous owner for use as a railway corridor and freight switching yard. Other than the train depot, no documented historical resources have been identified on the property. Existing utilities will be retained for current and future use.

Nuisance vegetation will be removed and native vegetation encouraged. Natural groundcover will prevent runoff and soil erosion.

In an effort to coordinate local environmental efforts with those of local and state environmental organizations, the City is already in conversation with the SWFWMD to coordinate both on-site and off-site drainage improvements. Restoration of the streambed and trailhead site is anticipated to take place in the 2014-2015 budget cycle (contingent on available grant funding that may become available during future funding cycles and coordination of the exact scope of work with other agencies).

The restoration plan will identify potential strategies for creek restoration which may include removal of culverts and/or the benefits accruing from the removal of these culverts, the planned vegetative restoration of the creek, re-contouring of the creek to restore it to a more natural function and the location of any stormwater retention facilities on the upland intended to improve the stormwater prior to it entering the creek.

Investigation of the trailhead area revealed that there are at least five sets of large 64-inch

diameter reinforced concrete culverts that are in very poor states of repair. It is proposed that all the culverts be removed and be replaced with two pedestrian foot bridges. As part of the 2009 construction of the trailhead path, three wooden foot bridges were constructed to allow for the uninterrupted flow of drainage on the property.

After an engineering analysis has identified the best course of action for stream restoration, it is envisioned that the stream banks will be recontoured to provide additional storage volume for runoff, greatly reduce the stream velocity during storm events, minimize erosion, and also reduce hazards to pedestrians. Where there are specimen trees within the proposed excavation area they will be left in place. The plantings will be staggered to create a natural forested look. The plantings may include such native species as the following: Pond cypress, Black gum, Red maple, American elm, Dahoon holly, Water oak and Long leaf pine.

At the approximate location of each culvert, small rip rap dams may be utilized where appropriate to restrict flow levels. Each dam will need to have its height, bleed down orifice, and spillway width carefully designed and permitted by SWFWMD. Each dam will cause a small pool to form behind it which will further enhance the habitat value of the whole project. The dams will provide increased retention volume and allow sediments to settle out.

Vegetative community restoration will initially be accomplished by the City and volunteers. This will consist of the removal of exotics and planting and encouragement of native vegetation per a plan developed by a design professional. Invasive exotic vegetation listed for removal will be as noted in the *Exotic Pest Plant Council's 1995 List of Florida's Most Invasive Species* (VIII-E). The Division of Forestry and Hernando County Florida Native Plant Society is currently assisting the City in identifying and marking pest plant material on the property and subsequent partial removal and eradication of invasive, exotic plant material was completed during the first and second quarters of 2010.

Funding for the initial design effort, revegetation and subsequent maintenance will be developed and continually supervised and monitored by the City. The ultimate goal of the program will be the complete elimination of exotics and the continual maintenance of the site by the City and volunteers in a condition free of all exotic vegetation.

Enhancement of the habitat as it specifically relates to wildlife will be accomplished through methods previously stated. Removal of trash and debris will accomplish the same objective. The paved and nature trails will allow full view and observation of wildlife without disturbance.

The prohibition of both vehicular traffic and unleashed pets in the natural areas of the site will enhance the wildlife habitat by allowing revegetation and minimize destructive

activities affecting wildlife.

The site will be enhanced with educational materials that inform the public of the valuable wildlife resources and their protection on site.

Nearby urban development precludes the use of on-site prescribed burns. Educational materials may be made available at the trailhead that inform residents of the benefits of prescribed burns.

Archeological and Historical Resource Protection

The site for the Russell Street Station trailhead was platted in the 1850s to 1880s and used primarily as a railroad depot and switching yard. The Brooksville Depot dates back to 1886, when local businessmen raised \$20,000 to secure an extension of the Florida Southern Railroad line, which pushed south from Jacksonville to Gainesville, reaching Pemberton's Ferry Crossing on the west bank of the Withlacoochee River in Hernando County. The Hernando County Historical Museum acquired the property in the early 1990s and completed Phase I to restore the Depot as a significant historical structure. It is one of 265 structures in the City that were constructed before 1930 and is being researched for inclusion on the National Register of Historic Places. In addition, the Museum acquired ownership of a 1880's era wooden "Cook Car" boxcar, which was relocated to the tracks adjacent to the Depot in 1999, was restored off-site in 2004, and was returned to the site in 2007. Several additional donated historic structures in Hernando County are tentatively scheduled for relocation to this site as funds are available.

Prior to commencement of any proposed development, the City shall perform a historical survey of any area within the project site proposed for such development. In its efforts, the City shall do the following:

1. Notify the Division of Historical Resources should ground disturbing activities reveal previously unknown archeological or historical remains.
2. Follow the provisions of Chapter 872, Florida Statutes, if human remains are encountered.
3. Prohibit the use of metal detectors on the property.
4. Coordinate interpretive programs for any cultural, historical or archeological resources found on the site with the Division of Historical Resources.
5. Contact the Division of Historical Resources whenever any historical or archaeological resources are found so that arrangements can be made for the recording and conservation of such resources.

6. Follow the provisions of Chapter 267, Florida Statutes, specifically Sections 267.061(2)(a) and (b).

Any modifications to the proposed plan recommended by the Division of Historical Resources will be considered for incorporation.

Education Program

The City, the Museum and other community organizations will be coordinating efforts to conduct educational programs at the project site, with the assistance of the local educational institutions, the Juvenile Justice Committee, local youth organizations such as the Boy Scouts and Girl Scouts, the County Extension Office, Division of Forestry, Audubon Society and church groups. Guided tours will be made available to school groups and the public. Programs will include both historical aspects of the railroad line and topics emphasizing the protection of natural resources. The programs will be conducted on a regularly scheduled and continuing basis.

Program development and speakers will be coordinated with the Hernando Historical Museum Association, Inc and local environmental groups with natural resource expertise. Programs will be scheduled on a quarterly basis, expanding to monthly or more frequent offerings for organized groups as requested.

Recreational Program for Youth at Risk

Although the City will provide recreational programs for all youth in our community at the project site, the City and the Brooksville Police Department will coordinate with the Juvenile Justice Committee, local organizations and residents to design specific recreational program activities at the project site for youth at risk in our community. The programs will include both organized recreational activities and educational programs emphasizing the protection of natural resources. With assistance from local agencies working with youth at risk and environmental organizations, youth will assist in the eradication of exotics, planting and maintenance of natural areas and instruction in recreational activities compatible with trail use. The programs will be conducted on a regularly scheduled and continuing basis. Existing City personnel and volunteers will serve as program providers. The recreational and educational program will be designed following final property acquisition and scheduled to commence by completion of the paved trail.

Coordinated Management

Both direct and indirect impacts from adjacent land uses are to be expected. Direct impacts include the invasion of exotic plant species into the preserve and the predation of wildlife by

dogs and cats. These types of impacts will be mitigated through interpretive programs, public outreach, an aggressive exotic plant control program and the enforcement of project site rules concerning the prohibition of unleashed pets.

Adjacent developed parcels are primarily residential, with some commercial and industrial use. The use of the project site for passive recreation is expected to have positive influence on nearby properties by increasing land value, improving habitat, and controlling trash and debris. The City does not expect any significant impact as a result of vehicular access to the proposed parking area. Additionally, existing vegetation buffers will be maintained.

As the project site penetrates the urban core and is bounded by smoke sensitive areas, no prescribed burns are planned.

The City will provide listed species information to the Game and Freshwater Fish Commission and coordinate management of water resources through the Southwest Florida Water Management District.

Greenway Management

The project site acquired by the City for recreation and open space purposes will become an integral part of the countywide greenway network. The purpose of the greenway is to link open spaces for conservation, recreation, historical, cultural and ecological purposes. Greenways provide ecological benefits by protecting environmentally sensitive lands and wildlife habitat. Cultural, social and educational benefits are also gained, providing the public with greater access to nearby historic and cultural sites and outdoor recreation opportunities.

The project site and related acquisitions connect conservation and environmentally sensitive lands in the eastern (including the Croom and Richloam Tracts of the Withlacoochee State Forest and the County's Cypress Lakes Preserve) part of the county with coastal conservation (SWFWMD managed Weeki Wachee Preserve, Chassahowitzka National Wildlife Refuge, GFWFC managed Chassahowitzka Wildlife Management Area, Florida Division of Forestry managed Chassahowitzka Tract and other smaller areas) lands in the western portion of the County. The greenway system will also link to the Annutalaga Hammock conservation areas in north central Hernando and south central Citrus Counties.

The first phase of the trail and trailhead was completed in September 2009. The first phase included the construction of a 12-foot wide trail from the trailhead at Russell Street to Jasmine Drive (approximately 5,800 linear feet), the urban trail within the trailhead area (approximately 2,700 linear feet including three wooden footbridges), a restroom with improved parking, a water fountain, security lighting, signage and a gazebo. Phase II of Trail construction from Jasmine Dr. to Weatherly Rd. is expected to begin in 2011 and be

completed by 2012. The final phase of the trail from Weatherly Rd. to the Withlacoochee State Trail is outside of the five year funding horizon at this time. The City will continue to work closely with the MPO to monitor these projects to bring them to culmination, while seeking alternative funding sources for those projects not currently prioritized and scheduled for funding.

COST ESTIMATES AND FUNDING SOURCES

Development

Construct/pave trail within City limits (Completed 2009)

\$420,000 MPO Transportation Enhancement Funding and grant funds

Trailhead Construction

\$777,000 MPO Transportation Enhancement Funding and grant funds

- \$500,000 Creek Restoration
- \$130,000 Parson's Brook Path (Completed 2009)
- \$5,000 Signage (Completed 2009)
- \$30,000 Parking Area
- \$75,000 Restrooms (Completed 2009)
- \$2,000 Bicycle Racks
- \$5,000 Tot Lot
- \$15,000 Interior Sidewalks
- \$15,000 Gazebo (Completed 2009)

\$9,000 Community Development Block Grant
 \$9,000 Picnic Pavilion table Construction at Russell St. Park
 (Completed/Open 08/29/97)

\$50,000.00 Depot Renovation and Improvements
 Including ADA compliant entryways (Completed 2002)

Implement as funding becomes available through enhancement/historic rehabilitation/other grants.

Resource Enhancement

Exotic Species Removal

\$20,000 City's Replacement Tree, Beautification and Landscape Bank, grant funding (Initiated in 2002 – Ongoing effort)

Native Planting

\$15,000 City's Replacement Tree, Beautification and Landscape Bank, grant funding

\$2,500 SWFWMD Grant to Museum for native tree/landscape planting.
 (Completed/installed 05/09/98)

PRIORITY SCHEDULE

The trailhead and trail to Jasmine Drive are currently open to the public for use including trail riding, walking, picnicking and visitation to the historic train depot.

An implementation timeline for all physical improvements and management activities, using calendar months and the year to be completed, is updated each year in the annual Stewardship Report.

MONITORING AND REPORTING

The City is responsible for preparing and submitting an annual stewardship report to FCT that evaluates implementation of the management plan. The initial stewardship report will be due on the anniversary date on which the project plan was approved by FCT [i.e., plan approved 8/27/98; first report due 8/27/99]. The progress of the management plan will be measured through careful consideration of the annual monitoring reports and comparison of existing conditions to goal conditions. Additionally, the progress of the previously mentioned implementation timeline will be used to gauge success.

The City will assess the progress of all key management activities ninety (90) days prior to the due date of the annual report. Thirty (30) days prior to the due date, the report will be submitted to the FCT for review.

Additionally, any proposed changes to the management plan require submittal to FCT for review and approval prior to inclusion in the plan.

SUPPORTING DOCUMENTS

Master Site Plan – Revised in February 2010
Illustrative Conceptual Plan

Relevant Application Maps, Photographs and Reports

Good Neighbor Trail to Croom
Hernando County Trail Element
Suncoast Parkway/ Suncoast Trail
Regional Multi-Use Trails
Draft MPO Transportation Enhancement Priority List
Implementation Timeline
Management Plan Completeness Summary Checklist
Vegetative Surveys

Conceptual Approval Agreement Special Management Conditions

Florida Natural Inventory Listed Species Reporting Forms

Exotic Pest Council's List of Florida's Most Invasive Species

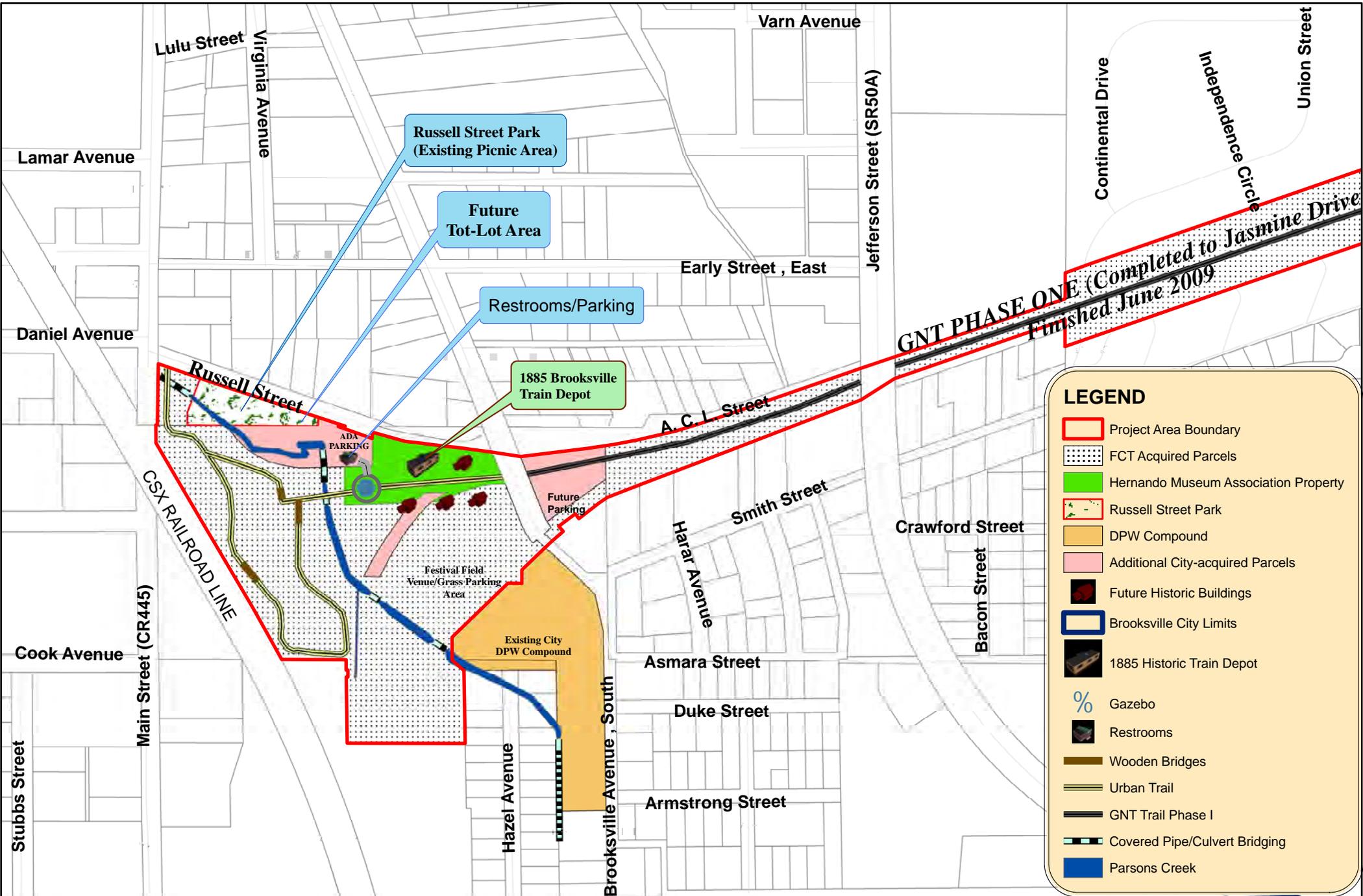
Grant Award Agreement and Recorded Deeds

Interlocal Agreements for Management Partnerships

F:\Bgeig\GNT\ManagementPlan\2010 Brooksville Management Plan_rev 12152010.doc



GOOD NEIGHBOR TRAIL & TRAILHEAD COMPLEX MASTER SITE PLAN - FEBRUARY 2010 (Exhibit VIII-A)



LEGEND

- Project Area Boundary
- FCT Acquired Parcels
- Hernando Museum Association Property
- Russell Street Park
- DPW Compound
- Additional City-acquired Parcels
- Future Historic Buildings
- Brooksville City Limits
- 1885 Historic Train Depot
- Gazebo
- Restrooms
- Wooden Bridges
- Urban Trail
- GNT Trail Phase I
- Covered Pipe/Culvert Bridging
- Parsons Creek



*Base map information provided by the Hernando County Property Appraiser's office.
Map created by the Brooksville Community Development Department.
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.
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Public Involvement

Community involvement has been invaluable to the successful planning and implementation of the Good Neighbor Trail Project.

On March 6, 2000, the Brooksville City Council appointed twelve members from the community to serve on the Good Neighbor Trail Advisory Committee to ensure public involvement in the implementation of the Good Neighbor Trail Management Plan. The Committee has organized plant and wildlife surveys of the site for native and exotic nuisance vegetation and animals, (including a specimen tree survey and an initial historic resource survey). The Committee has also assisted in development of the restoration plan and design planning for the Good Neighbor Trailhead facilities and nature trail.

The Committee meets regularly to work on project components of the Good Neighbor Trail. The Committee also has coordinated numerous public workshops, events and festivals

(see History & Timeline) to raise awareness and to encourage public support for the project. These public workshops, festivals, and clean-up events have been well attended by the public and will continue well after the Trail and Trailhead facility are built.



Good Neighbor Trail Festival 2004



Good Neighbor Trail Workshop 2003



birds

- Northern Cardinal
- Red-Bellied Woodpecker
- Downy Woodpecker
- Piliated Woodpecker
- White-eyed Vireo
- Red Shouldered Hawk
- Yellow-rumped Warbler
- American Robin
- American Kestrel
- Carolina Wren
- House Wren
- Common Yellowthroat Warbler
- Barred Owl
- Great Crested Flycatcher
- Chimney Swift
- Northern Mockingbird
- Blue-grey Gnatcatcher
- Carolina Chickadee
- Morning Dove
- Eastern Blue Bird
- Rubycrowned Kinglet
- Hermit Thrush
- Palm Warbler
- Black-and-White Warbler
- American Goldfinch
- Black Vulture
- Great Egret



Did you know?

In 2001, the Florida Fish and Wildlife Conservation Commission estimated that 3.24 million people participated in some form of bird and wildlife viewing. The net effect was the creation of 28,400 jobs with a total economic impact of \$2.861 billion dollars for Florida's economy.

Pileated Woodpecker



CONNECTION TO SUNCOAST TRAIL
(42-MILE MULTI-USE TRAIL SYSTEM CONNECTING HILLSBOROUGH CO. WITH HERNANDO CO.)



Cyclist enjoying the Suncoast Trail.

Good Neighbor Trailhead



Mountain biker enjoying the off-road trails at Croom in the Withlacoochee State Forest.

CONNECTION TO WITHLACOOCHEE STATE TRAIL
(46-MILE MULTI-USE TRAIL SYSTEM CONNECTING PASCO CO. WITH CITRUS CO.)

- ### trees
- Loblolly Pine
 - Laurel Oak
 - Southern Red Cedar
 - Water Oak
 - Live Oak
 - Cabbage Palm
 - Magnolia
 - Slash Pine
 - Black Cherry
 - Flatwoods Plum



GOLDENROD



EVENING PRIMROSE



DANDELION

Some of the beautiful native vegetation found on the Good Neighbor Trail site.

"The true meaning of life is to plant trees, under whose shade you do not expect to sit."

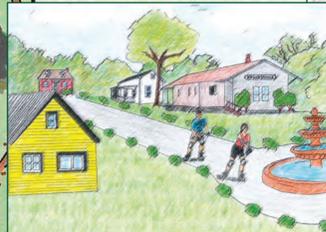
Nelson Henderson



Rendering of the future Good Neighbor Trail.



Rendering of the future Parsons Brook Path.



Rendering of the future Historic Village.

Planning Neighborhood Space with People

"Recreation trails are for people. They allow us to go back to our roots. Trails help humans make sense of a world increasingly dominated by automobiles and pavement. They allow us to come more closely in touch with our natural surroundings, to soothe our psyches, to challenge our bodies, and to practice ancient skills."

Randolph T. Hester, Jr.



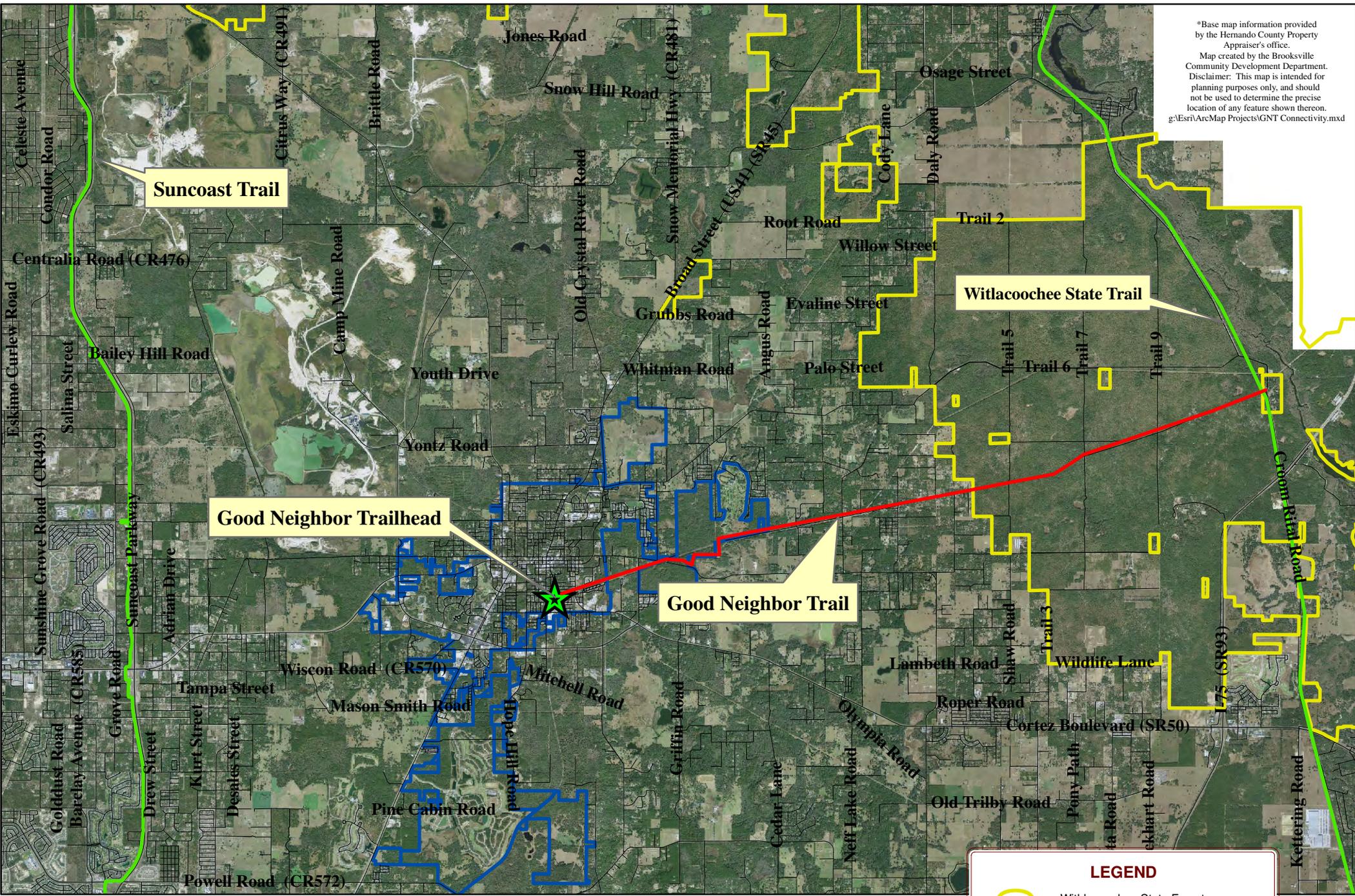
Members of the Florida Native Plant Society conduct a survey of plants growing at the Trailhead site.



GOOD NEIGHBOR TRAIL CONNECTIVITY MAP



*Base map information provided by the Hernando County Property Appraiser's office.
 Map created by the Brooksville Community Development Department.
 Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.
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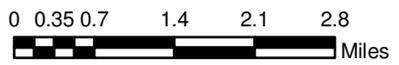


Suncoast Trail

Good Neighbor Trailhead

Good Neighbor Trail

Witlacochee State Trail

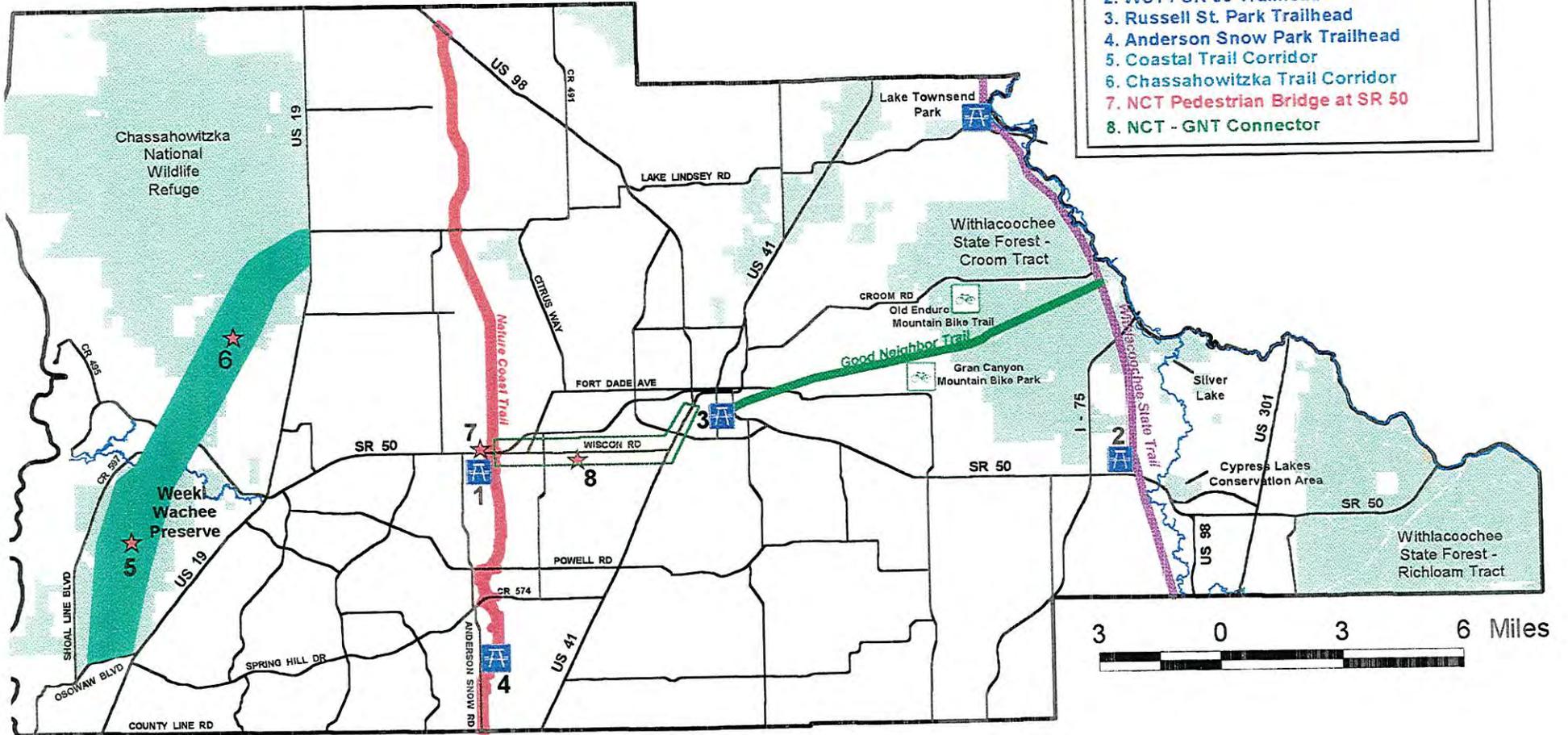


LEGEND

-  Witlacochee State Forest
-  Brooksville Boundary
-  Witlacochee State & Suncoast Trails

Hernando County Trail Element

- Trail Projects**
1. Nature Coast Trail / SR 50 Trailhead
 2. WST / SR 50 Trailhead
 3. Russell St. Park Trailhead
 4. Anderson Snow Park Trailhead
 5. Coastal Trail Corridor
 6. Chassahowitzka Trail Corridor
 7. NCT Pedestrian Bridge at SR 50
 8. NCT - GNT Connector

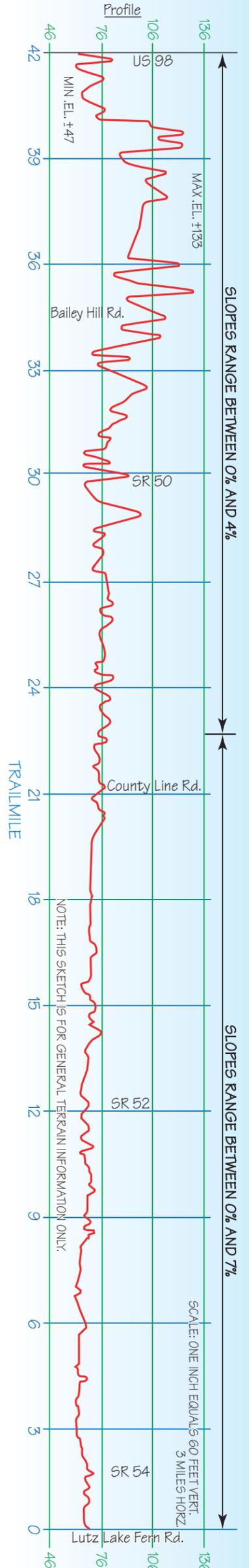




Major Intersection
Trail Mile

Feature

- 41.3 Trailhead 8 at U.S. 98
- 40.3 Crossing at Seville Road (Future)
- Rain Shelter/Bench/Table 11 (Pasture)
- 39.7 Crossing at Landfill Road
- Trail access at Curlew Road
- Trail access at Red Marlin Avenue
- Trail access at East Razorbill Avenue
- Trail access at Rosy Gull Avenue
- Wildlife Crossing 2
- Trail access at Red Thrush Avenue
- Trail access at Ruffed Grouse Avenue
- Trail access at Delano Lane
- Rain Shelter/Bench/Table 10 (Wildlife)
- Wildlife Crossing 1
- 35.7 Crossing at Centralia Road
- Trail access at Sedate Street
- 34.3 Crossing at Bailey Hill Road
- Trail access at Peach Orchard Road
- Trail access at Sandy Lane
- Trail access at Bronco Lane
- Trail access at Ganster Drive
- 31.7 Trail access at Rester Road/Educational Center
- Rain Shelter/Bench/Table 9 at Sandhill
- Trail access at Fieldcrest Lane
- Trail access at Keller Street
- Trail overpass at S.R. 50
- 29.5 Trailhead 7 at S.R. 50
- 28.8 Trail access at Highfield Road
- Rain Shelter/Bench/Table 8 at Sandhill
- 28.3 Trail access at Switch Back Road
- Trail access at Jacaranda Circle
- 26.3 Trail access at Powell Middle School/Powell Road
- 25.5 Trail access at Spring Hill Drive
- 24.5 Trail access at Corporate Boulevard
- Rain Shelter/Bench/Table 6 at Sandhill/Pasture
- 23.1 Trailhead 6 at Anderson Snow Regional Park
- Trail access at Anderson Snow Road
- 21.6 Trail access at County Line Road (C.R. 578)
- 20.3 Trail access at West Bowman Road
- Trail access at Triple J Ranch Road
- Rain Shelter/Bench/Table 6 at Xeric Oak/Longleaf
- Trail access at Rogerland Road
- 18.2 Trail access at Lawless Road
- Trail access at Helen K. Drive
- Trail access at Auburndale Lane (just south of Spring Hill Mainline Toll Plaza)
- 16.4 Trail access at Caldwell Lane
- Trail access at Breakwater Lane
- Trail access at Lenway Road
- 15.3 Trailhead 5 at Crews Lake Wilderness Park
- Trail access at Shady Hills Road
- Rain Shelter/Bench/Table 5 at Sandhill/Lakes
- Trailhead 4 at the "Concourse Nature Center"
- 12.4 Trail access at S.R. 52 and Connection to the "Concourse Nature Center"
- Wildlife Viewing Area at S.R. 52
- Crossing at Fivemile Creek
- Trail access at Ridge Road (Future)
- 6.7 Trailhead 3 at J.B. Starkey Wilderness Park (Future)
- Rain Shelter/Bench/Table 3 at J.B. Starkey Wilderness Park (Future)
- Rain Shelter/Bench/Table 2 at Anclote River
- 2.5 Crossing at Sandy Branch Creek
- Trailhead 2 at S.R. 54
- Rain Shelter/Bench/Table 1 at Anclote South Branch
- 0 Trailhead 1 at Lutz Lake Fern Road



The entire 42-mile Suncoast Trail and a majority of its amenities are located along the west side of the Suncoast Parkway.

Legend

Trailhead / Parking	Rain Shelter/Bench/Table	Port-o-let
Access / Connection*	Wildlife Crossing	Water Supply or Cooler
Points of Interest	Restroom	Public Telephone

* Note: Many of the Trail access points shown are not yet established and do not incorporate parking and amenities.

2010 Regional Multi-Use Trails Map

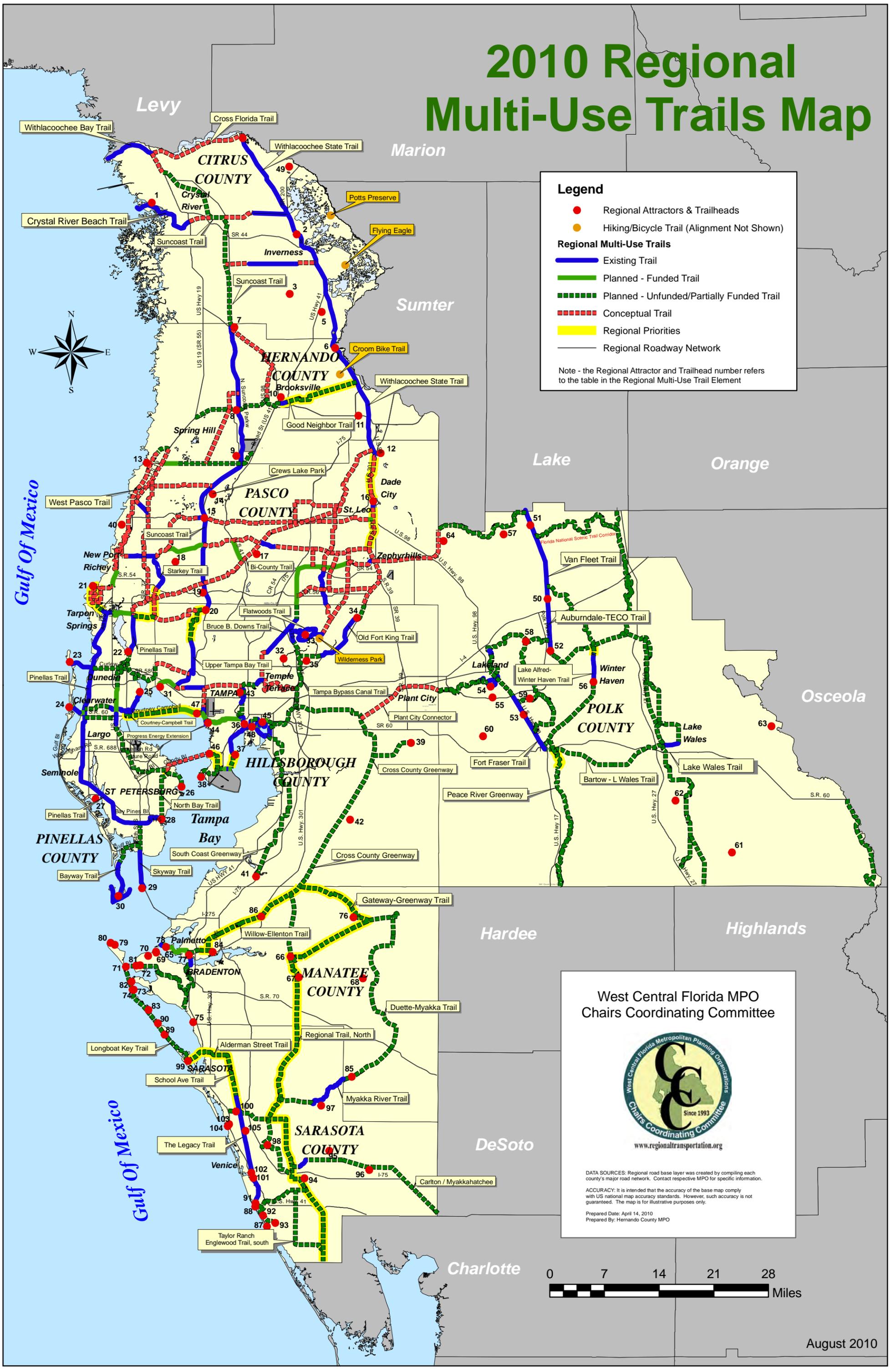
Legend

- Regional Attractors & Trailheads
- Hiking/Bicycle Trail (Alignment Not Shown)

Regional Multi-Use Trails

- Existing Trail
- Planned - Funded Trail
- - - Planned - Unfunded/Partially Funded Trail
- - - Conceptual Trail
- Regional Priorities
- Regional Roadway Network

Note - the Regional Attractor and Trailhead number refers to the table in the Regional Multi-Use Trail Element



West Central Florida MPO
Chairs Coordinating Committee



www.regionaltransportation.org

DATA SOURCES: Regional road base layer was created by compiling each county's major road network. Contact respective MPO for specific information.

ACCURACY: It is intended that the accuracy of the base map comply with US national map accuracy standards. However, such accuracy is not guaranteed. The map is for illustrative purposes only.

Prepared Date: April 14, 2010
Prepared By: Hernando County MPO



FY 2011/12 – 2015/16
Metropolitan Planning Organization
Adopted Transportation Enhancements Priority List

<i>Project Ranking</i>	<i>Project/Corridor</i>	<i>From</i>	<i>To</i>	<i>Project Length (feet)</i>	<i>Project Phase/Year</i>	<i>Project Cost Estimates*</i>	<i>County/ FDOT Status</i>
P1	California St. – sidewalk (funded by SRTS)	Powell Rd.	N. of Sandusky St.	5,500	CST/2010	\$464,373	
P2	G.N. Trail (Phase IIA) – extend trail **	Jasmine Dr.	Mondon Hill Rd.	4,787	CST/2011	\$234,000	
P3	Tom Varn Park – paved trail in City of Brooksville	City of Brooksville		7,500	CST/2011	\$140,000	
P4	Signing and Marking of Bicycle Lanes along U.S. 41	S.R. 700	Fairgrounds	13,200	CST/2010	\$131,000	
1	MLK Blvd. – sidewalk ★	Main St.	U.S. 41	7,920	PE/2012	\$375,000	Tentative WP
2	Linden Dr. – sidewalk ★	Mariner Blvd.	Coronado Dr.	8,500	PE/2012	\$383,000	Tentative WP
3	GNT/Jefferson Ave. Bike/Ped Signal Crossing	GNT/Jefferson Ave.		n/a	n/a	\$25,000	Pending review w/FDOT
4	G.N. Trail (Phase IIB) - extend trail** ★	Mondon Hill Rd	Weatherly Rd.	7,068	CST/2012	\$438,000	Tentative WP
5	Countywide Sidewalk Construction Program – Part A	Countywide (See attached)		varies	n/a	\$266,000	Submitted to FDOT
6	Shoal Line Blvd. (C.R. 597) – boardwalk/sidewalk ★	Rogers Park	Richard Dr.	3,900	PE/2012	\$240,000	Tentative WP
7	Waterfall Dr. – sidewalk ★	Spring Hill Dr.	County Line Rd.	8,620	CST/2014	\$390,000	Tentative WP
8	Spring Hill Elementary – sidewalks (SRTS application)	Streets adjacent to school		varies	n/a	\$533,000	Pending Approval
9	Daniel Ave. – GNT/U.S. 41 Connector	Main St.	U.S. 41	2,100	n/a	\$95,000	Submitted to FDOT
10	Bicycle Safety Education Program	Countywide		n/a	n/a	\$50,000	
11	Countywide Sidewalk Construction Program – Part B	Countywide (See attached)		varies	n/a	\$260,000	ROW review
12	Linden Dr. – sidewalk	Coronado Dr.	Spring Hill Dr.	3,850	n/a	\$175,000	Submitted to FDOT
13	Gran Canyon – Mountain Bike/GNT Trailhead	Mondon Hill Rd.	Cooper Terrace	n/a	n/a	TBD	
14	Powell Rd. – sidewalk	California St.	Spring Park Way	2,840	n/a	\$128,000	Pending SRTS review
15	G.N. Trail (Phase III) – extend trail	Weatherly Rd.	WSF Trail	13,000	n/a	\$555,000	Submitted to FDOT
16	Suncoast Trail/GNT Trail Connector – Wiscon Rd. bike lanes	S.R. 50	U.S. 41	21,000	n/a	\$600,000	ROW review
17	Shoal Line Blvd. (C.R. 597)	Richard Dr.	C.R. 550	3,550	n/a	\$250,000	Submitted to FDOT
18	G.N. Trail (Phase IV) – extend trail (thru WSF)	Richbarn Rd.	WSF Trail	22,000	n/a	\$911,000	Submitted to FDOT
19	Gallup Rd. Connector – bike/ped crossing	Gallup Rd.	Ancho Ave.	300	n/a	\$200,000	
20	North Ave. – sidewalk	Howell Ave.	Ponce de Leon	4,000	n/a	\$180,000	ROW review
21	Shoal Line Blvd. (C.R. 597) – paved shoulders ★	Jewfish Dr.	Osowaw Blvd.	6,600	PE/ 2012	\$200,000	Tentative WP
22	Osowaw Blvd. – paved shoulders ★	Shoal Line Blvd.	Tarpon Blvd.	7,790	PE/ 2012	\$250,000	Tentative WP

23	Suncoast Trail/US 98 – trailhead/restroom	Northern terminus of Suncoast Trail/US 98		n/a	n/a	\$200,000	Project to be resubmitted
24	Coastal Trail – trail/boardwalk thru WW Preserve	Shoal Line Blvd.	Weeki Wachee River	31,000	n/a	TBD	

Key:

<i>OGT</i>	<i>Office of Greenways and Trails</i>	<i>WSF</i>	<i>Withlacoochee State Forest</i>	<i>P1-P4</i>	<i>In production</i>
<i>ROW</i>	<i>Right of Way</i>	<i>STR</i>	<i>Share the Road</i>	<i>PE</i>	<i>Preliminary Engineering/Design</i>
<i>GNT</i>	<i>Good Neighbor Trail</i>	<i>SRTS</i>	<i>Safe Routes to School</i>	<i>CST</i>	<i>Construction</i>

* Cost estimates based on \$45 p/linear ft. for concrete sidewalks and \$60 p/linear ft. for asphalt trail

** Cost estimate based on ROW ownership by County of 40% and by Developer/City of 60%

Bolded projects are funded ★ in FY 2011/12 – 2015/16 Tentative Work Program

Adopted: 09/28/10

Administrative Update: 11/29/10

**MANAGEMENT PLAN COMPLETENESS SUMMARY
CHECK LIST**

Requirements of Rule Chapter 9K-4.011(1)(b), Florida Administrative Code and the Conceptual Approval Agreement grouped according to the issue headings recommended in the FCT Technical Assistance Bulletin 02: Writing a Management Plan.

Format

Table of contents.

Page numbers.

1) Introduction:

Project name.

Project location.

Other general information - brief resource description, historical information relevant to site management and an outline describing the contents of the management plan.

2) Purpose:

Purpose for acquiring the site as stated in the application.

Future uses of the project site.

A prioritized list of management objectives for the site.

Summarization of major comprehensive plan directives that would be furthered by managing the site as proposed.

Numerical citation of the comprehensive plan policies and objectives cited.

Discussion acknowledging that the Project Site will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.

Provision that ensures that the Project Site is identified in all signs, literature, and advertising as being publicly owned and operated as a natural conservation area, outdoor recreation area or other appropriate descriptive language.

Procedure to amend the land use designation to conservation, outdoor recreation, open space, or other similar category within a year of acquiring the site.

3) Site Development, Improvement and Access:

Physical Improvements

- [X] Identified existing physical improvements and their location on a master site plan.
- [X] Identified proposed physical improvements and their location on a master site plan.
- [X] The placement of at least one entrance sign identifying the Project Site being open to the public and as having been purchased with funds from Florida Communities Trust and the recipient.
- [X] Providing bike paths to the site and bike racks at the site to provide an alternative to automobile transportation to the Project Site.
- [X] Proposed alterations of natural areas at the site and the total extent of this work in quantifiable terms (square feet or acres).
- [X] Proposed alterations of disturbed areas at the site and the total extent of this work in quantifiable terms (square feet or acres).
- [X] Identified how proposed alterations of land or vegetation at the Project Site will be coordinated with the protection of listed plant and animal species.
- [X] Identified all required permits or approvals for proposed development or restoration work - ACOE, DEP, WMD, GFWFC, DOF, DHR, COUNTY, CITY.
 - [X] A procedure for providing evidence to the FCT that all required licenses and permits have been obtained prior to the initiation of construction - ACOE, DEP, WMD, GFWFC, DOF, DHR, COUNTY, CITY.
- [X] Provision for requesting written approval from the FCT before undertaking any site alterations or physical improvements that are not addressed in the Recipient's approved management plan.

Access

- [X] Identified how access will be provided to the proposed project site and adjacent waterbodies and the full extent of this work in quantifiable terms.
 - [X] Identified access point(s) to the project site.
 - [X] Number of parking spaces or size of parking area.
 - [X] Providing bike racks
 - [X] Type of access to the water and approximate size of structure(s).

- Statement that access to the site will comply with the American with Disabilities Act
Easements, Concessions, and Leases
- Identified existing easements, concessions, or leases.
- Identified proposed easements, concessions, or leases.
- Information concerning what type of proposed easements, concessions, or leases agreement are being considered, what type of fees would be charged at the facility, whether the facility is a non-profit facility, and any other financial information concerning the organization. This information should be placed in an attachment to the management plan.
- Procedure that requires the Recipient to provide 60 day prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public.

4) Key Management Activities:

Maintenance:

- Identified all maintenance activities that are required for the upkeep of the Project Site.
- Identified the local government employees or service contractors responsible for all aspects of property maintenance such as site cleanup, trash removal, and facilities upkeep.

Security:

- Identified the parties responsible for security at the site.
- Identified the measures and design features to be employed to protect the site and the public using the site from vandalism, theft and assault.

Staffing:

- Identified new permanent and volunteer staff needed to operate the site.
- Identified existing permanent and volunteer staff needed to operate the site.

Natural resource protection:

- Identified natural resources in need of protection including a discussion of the issues, problems and proposed management techniques for:

- natural communities,

- listed species,
- imperiled/critically imperiled communities,
- geological features, and
- water quality.
- Timing and extent of the survey of the natural resources on the Project Site.
 - Survey of the vegetative communities.
 - Time frame for initiating the survey.
 - Survey of the plant species.
 - Time frame for initiating the survey.
 - Survey of the animal species.
 - Time frame for the initiating the survey.
- Actions to be taken to protect the natural resources that occur on the Project Site.
 - Protect vegetative communities.
 - Protect listed plant species.
 - Protect listed animal species.
- Included a procedure to forward newly identified listed species information to the Florida Natural Areas Inventory
 - Notification will be on the FNAI form.
- Monitoring activities proposed to insure the continued viability of vegetative communities and listed species found on the Project Site.
 - Monitoring done twice a year.
- Coordinating with the Florida Game and Fresh Water Fish Commission for appropriate guidance, recommendations and necessary permits to avoid impacts to listed species.
 - Copy of comments from GFWFC on the management plan
 - Time frame identified to request and obtain comments from GFWFC on the management plan

Resource Enhancement

- [X] Identified natural resources in need of enhancement.
- [X] Identified the areas on the Project Site to be restored
 - [X] Located the areas to be restored on a site map.
 - [X] Statement on the number of acres to be restored at each area.
- [X] Discussion on the proposed restoration techniques and the main components of the restoration plan for the Project Site.
 - [X] Time frame for initiating the restoration program.
- [X] Removal of invasive exotics
 - [X] Referenced the use of the Exotic Pest Plant Council's list of Florida's Most Invasive Species in identifying invasive exotics on the project site.
 - [X] Time frame for the exotic vegetation eradication and revegetation program.
 - [X] Incorporated a monitoring program to prevent reinfestation of the area by invasive exotic vegetation.
- [X] Draft burn plan.
 - [X] Coordinated drafting of burn plan with Division of Forestry.
 - [X] Coordinated drafting of burn plan with The Nature Conservancy.
 - [X] Developed neighborhood outreach program to inform residents of the benefits of prescribed burns.
 - [X] Time frame for the development of a burn plan.
- [X] Removal of feral animals - hogs, dogs, cats.
 - [X] Time frame for the removal of the feral animals on the Project Site.
 - [X] Monitor for feral animals.

Archeological and historical resource protection:

- [X] Identified archeological or historical sites in need of restoration.
- [X] Discussion of issues, problems and proposed management measures to protect the site.

- [X] Identified the timing and extent of the historical and archaeological survey of the site, if needed.
- [X] Procedures to protect archeological or historical sites that may be identified in the future.
- [X] Mechanism to coordinate with Division of Historical Resources on the protection of archaeological and historical resources.
- [X] A provision that the collection of artifacts or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.
- [X] Statement that the management of archaeological and historic resources will comply with the provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b).

Education Program

- [X] Discussion of the proposed education program
 - [X] Frequency of programs
 - [X] Types of programs
 - [X] Target group(s)
 - [X] Who will be leading the programs.
 - [X] Time frame for implementation of the education program.

Coordinated management

- [X] Coordinated with the Division of Forestry on prescribed burns.
 - [X] Copy of comments from Division of Forestry on the burn plan
 - [X] Time frame identified to request and obtain comments from DOF on the burn plan
- [X] Coordinated with the Game and Fresh Water Fish Commission on the protection of listed species.
 - [X] Copy of comments from GFWFC on the management plan
 - [X] Time frame identified to request and obtain comments from GFWFC on the management plan
- N/A [] Coordinated with the management of the aquatic preserve.

N/A [] Copy of comments from aquatic preserve on the management plan

N/A [] Time frame identified to request and obtain comments from aquatic preserve on the management plan

Greenway management

- [X] Discussion of the concept and management philosophy of the greenway.
- [X] Detailed the coordinated resource protection activities and management efforts among local, regional and state agencies.
- [X] Map depicting project site and other existing or proposed parcels comprising the greenway network.

5) Cost Estimate and Funding Source:

- [X] Identified the costs associated with the implementation of the management plan including structures and improvements, key management activities, resources enhancement activities, etc.
- [X] Identified the funding sources associated with the implementation of the management plan.

6) Priority Schedule:

- [X] Identified a proposed time line for implementing all aspects of the management plan based on established priorities and the availability of funds.
 - [X] Used calendar dated - month and year to define to define time lines.
- [X] Provided a graphic display of the implementation time lines.
 - [X] Used calendar dated - month and year to define to define time lines.

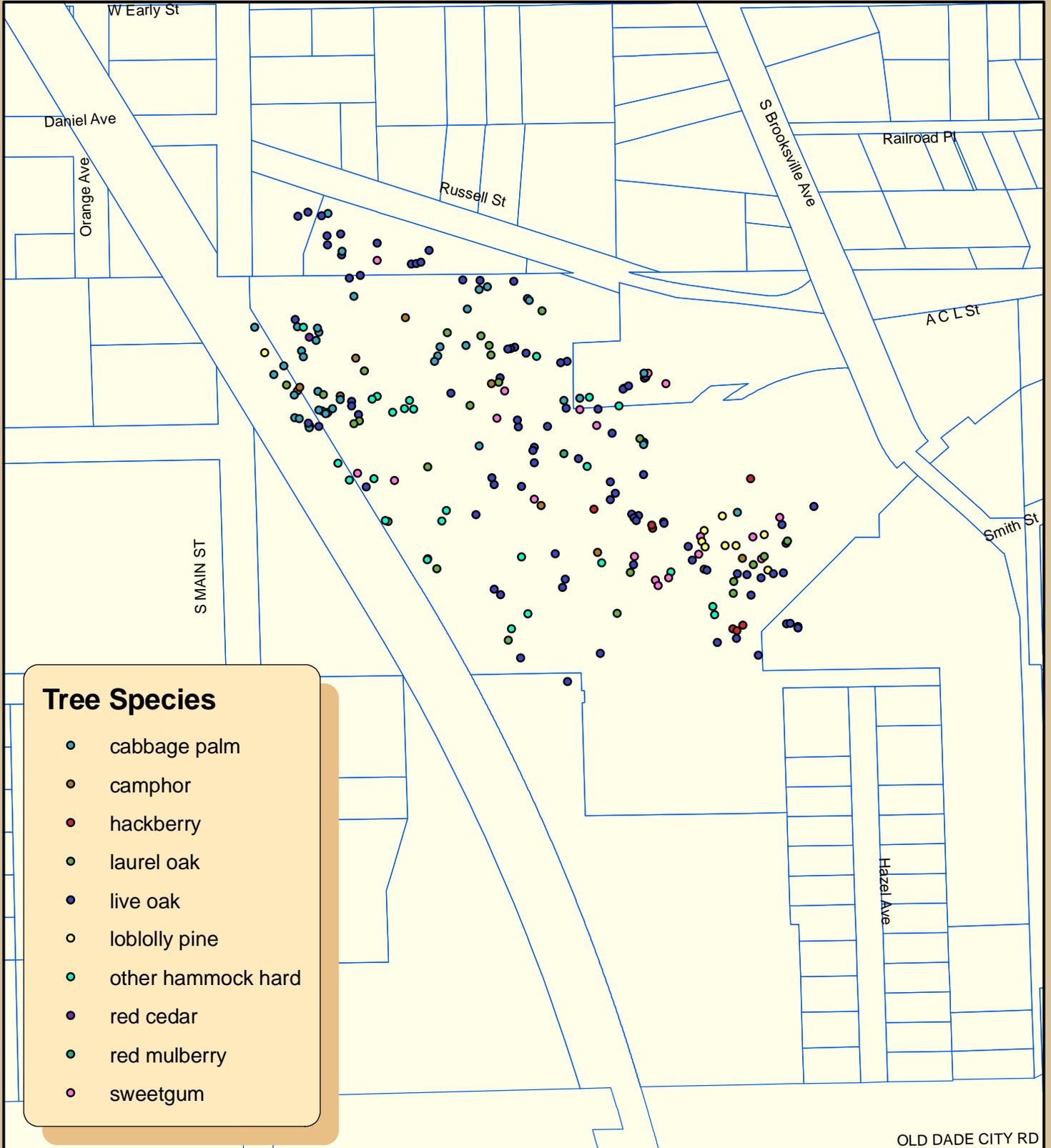
7) Monitoring And Reporting:

- [X] Included a provision that acknowledges the Recipient's responsibility for preparing an annual report that evaluates implementation of the management plan
 - [X] Annual report due on the anniversary date of project plan approval.
- [X] Identified the procedures used to evaluate implementation of the management plan in conjunction with the preparation of the annual report and provisions to update the management plan when necessary
 - [X] Any modification of the management plan requires prior FCT review and approval.

8) Supporting Documents:

- Included a master site plan.
- Included any relevant maps, photographs and reports from the application.
- Listed all special management conditions of the Conceptual Approval Agreement (the last section of the contract either Section VII or VIII) and provided a statement on how they were addressed
 - Provided the page number in the management plan where the special conditions were addressed.
- Copies of the Florida Natural Inventory listed species reporting forms - listed animal species and listed plant species.
- Copy of the Exotic Pest Council's List of Florida's Most Invasive Species.
- Statement that the management plan shall include a copy of the Grant Award Agreement and the recorded deed when they becomes available.
- If management of the site involves a partnership, included an interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities incurred by each of the partners.

GNT Trail Head Tree Survey



Tree Species

- cabbage palm
- camphor
- hackberry
- laurel oak
- live oak
- loblolly pine
- other hammock hard
- red cedar
- red mulberry
- sweetgum



Created by Denise Wilde, Ecology Forester
March 27, 2009

This map is a product of the Florida Division of Forestry.
No warranties are provided for data therein, its use,
or its interpretation.

0 0.025 0.05 0.1 Miles

Good Neighbor Trail Plant List

Trees and Shrubs

Genus	Species	Common Name	Native ?	Comments
<i>Acer</i>	<i>rubrum</i>	Red Maple	<input checked="" type="checkbox"/>	
<i>Baccharis</i>	<i>halimifolia</i>	Saltbush	<input checked="" type="checkbox"/>	Medium shrub
<i>Callicarpa</i>	<i>americana</i>	Beautyberry	<input checked="" type="checkbox"/>	Small shrub
<i>Carya</i>	<i>glabra</i>	Pignut Hickory	<input checked="" type="checkbox"/>	
<i>Carya</i>	<i>illinoensis</i>	Pecan	<input checked="" type="checkbox"/>	Only one specimen found, along edge near depot
<i>Cinnamomum</i>	<i>cxamphora</i>	Camphor Tree	<input type="checkbox"/>	Native to China, Taiwan, Korea; Category I invasive; to 70' tall.
<i>Citrus</i>	<i>sp.</i>	Sour Orange	<input type="checkbox"/>	Southeastern Asia; persistent but not invasive.
<i>Diospyros</i>	<i>virginiana</i>	Persimmon	<input type="checkbox"/>	
<i>Eriobotrya</i>	<i>japonica</i>	Loquat	<input type="checkbox"/>	From Asia; rarely escapes cultivation. One large tree in back of site, near large red mulberry
<i>Erythrina</i>	<i>herbacea</i>	Coral Bean	<input checked="" type="checkbox"/>	Prickley shrub
<i>Forestiera</i>	<i>godfreyi</i>		<input checked="" type="checkbox"/>	Small tree
<i>Forestiera</i>	<i>ligustrina</i>		<input checked="" type="checkbox"/>	Small tree
<i>Ilex</i>	<i>vomitorea</i>	Youpon Holly	<input checked="" type="checkbox"/>	
<i>Juniperus</i>	<i>silicicola</i>	Southern Red Cedar	<input checked="" type="checkbox"/>	
<i>Ligustrum</i>	<i>lucidum</i>	Glossy Privet	<input type="checkbox"/>	Asian; escaped from cultivation; frequent on site.
<i>Ligustrum</i>	<i>ovafolium</i>		<input type="checkbox"/>	Asian; escaped from cultivation; listed from Hernando Co. only.
<i>Ligustrum</i>	<i>sinense</i>		<input type="checkbox"/>	Asian; Category I invasive?
<i>Liquidambar</i>	<i>styraciflua</i>	Sweet Gum	<input checked="" type="checkbox"/>	

Good Neighbor Trail Plant List

Trees and Shrubs

Genus	Species	Common Name	Native ?	Comments
<i>Magnolia</i>	<i>grandiflora</i>	Magnolia	<input checked="" type="checkbox"/>	
<i>Melia</i>	<i>azedarach</i>	Chinaberry	<input type="checkbox"/>	Asian; Category I invasive. Deciduous tree to 50' in height.
<i>Morus</i>	<i>rubra</i>	Red Mulberry	<input checked="" type="checkbox"/>	A large specimen is present in SE corner of property in sight of Public Works
<i>Myrica</i>	<i>certifera</i>	Wax Myrtle	<input checked="" type="checkbox"/>	Medium shrub
<i>Phytolacca</i>	<i>americana</i>	Pokeweed	<input checked="" type="checkbox"/>	
<i>Pinus</i>	<i>elliottii</i>	Slash Pine	<input checked="" type="checkbox"/>	
<i>Pinus</i>	<i>taeda</i>	Loblolly Pine	<input checked="" type="checkbox"/>	Large specimen: N28.54757 and W82.38533
<i>Prunus</i>	<i>caroliniana</i>	Flatwoods Plum	<input checked="" type="checkbox"/>	
<i>Prunus</i>	<i>serotina</i>	Black Cherry	<input checked="" type="checkbox"/>	
<i>Pyracantha</i>	<i>koidzumii</i>	Firethorn	<input type="checkbox"/>	From Taiwan; rare, observed previously only in Citrus County. Not extremely invasive.
<i>Quercus</i>	<i>hemisphaerica</i>	Laurel Oak	<input checked="" type="checkbox"/>	
<i>Quercus</i>	<i>virginiana</i>	Live Oak	<input checked="" type="checkbox"/>	
<i>Quercus</i>	<i>nigra</i>	Water Oak	<input checked="" type="checkbox"/>	
<i>Rhus</i>	<i>copallina</i>	Winged Sumac	<input type="checkbox"/>	
<i>Sabal</i>	<i>palmetto</i>	Cabbage Palm	<input checked="" type="checkbox"/>	State Tree
<i>Salix</i>	<i>caroliniana</i>	Carolina Willow	<input checked="" type="checkbox"/>	
<i>Sambucus</i>	<i>canadensis</i>	Elderberry	<input checked="" type="checkbox"/>	
<i>Schinus</i>	<i>terebinthifolius</i>	Brazilian Pepper	<input type="checkbox"/>	Brazil/Argentina; Category I invasive, illegal to cultivate in FL; 2 plants in Sw corner by RR Xing.

Good Neighbor Trail Plant List

Trees and Shrubs

Genus	Species	Common Name	Native ?	Comments
<i>Serenoa</i>	<i>repens</i>	Saw Palmetto	<input checked="" type="checkbox"/>	
<i>Sideroxylon</i>	<i>reclinata</i>	Florida Bully	<input type="checkbox"/>	No longer in genus Bumelia
<i>Ulmus</i>	<i>alata</i>	Winged Elm	<input checked="" type="checkbox"/>	
<i>Ulmus</i>	<i>americana</i>	American Elm	<input checked="" type="checkbox"/>	Confirmed by Bruce Hanson; very infrequent – 2 4' trees near RR south of concrete bldg.
<i>Vaccinium</i>	<i>arboreum</i>	Sparkleberry	<input checked="" type="checkbox"/>	
<i>Viburnum</i>	<i>dentatum</i>	Southern Arrowwood	<input checked="" type="checkbox"/>	
<i>Viburnum</i>	<i>obovatum</i>	Water's Viburnum	<input checked="" type="checkbox"/>	
<i>Ximenia</i>	<i>americana</i>	Hogplum	<input checked="" type="checkbox"/>	

Herbs

Genus	Species	Common Name	Native ?	Comments
<i>Acalypha</i>	<i>gracilens</i>	Three-Sided Mercury	<input checked="" type="checkbox"/>	
<i>Allium</i>	<i>canadense</i>	Wild Onion	<input type="checkbox"/>	Rare; disturbed sites; listed from Marion and Levy Counties only.
<i>Ambrosia</i>	<i>artemisiifolia</i>	Ragweed	<input checked="" type="checkbox"/>	
<i>Andropogon</i>	<i>virginicus</i>	Broomsedge	<input checked="" type="checkbox"/>	
<i>Ardisia</i>	<i>crenata</i>	Coral Ardisia	<input type="checkbox"/>	From Japan thru India; Category I invasive exotic; seeds dispensed by birds; control essential!

Good Neighbor Trail Plant List

Herbs

Genus	Species	Common Name	Native ?	Comments
<i>Aster</i>	<i>walteri</i>		<input checked="" type="checkbox"/>	
<i>Bidens</i>	<i>alba</i>	Begger-Ticks	<input checked="" type="checkbox"/>	
<i>Bidens</i>	<i>bipinnata</i>	Spanish Needles	<input checked="" type="checkbox"/>	
<i>Canna</i>	<i>indica</i>	Indian Shot	<input type="checkbox"/>	Native to tropical American. Escaped from cultivation.
<i>Carex</i>	<i>longii</i>		<input checked="" type="checkbox"/>	Possibly albotescens?
<i>Chamaecrista</i>	<i>fasciculata</i>	Partridge Pea	<input checked="" type="checkbox"/>	
<i>Chrysopsis</i>	<i>subulata</i>	Goldenaster	<input checked="" type="checkbox"/>	
<i>Cirsium</i>	<i>horridulum</i>	Thistle	<input checked="" type="checkbox"/>	
<i>Cirsium</i>	<i>sp.</i>	Thistle	<input checked="" type="checkbox"/>	
<i>Colocasia</i>	<i>esculentum</i>	Wild Taro	<input type="checkbox"/>	Frequent in creek; from Pacific Islands; Category I invasive.
<i>Commelina</i>	<i>diffusa</i>	Day Flower	<input checked="" type="checkbox"/>	
<i>Conyza</i>	<i>canadensis</i>	Dwarf Horseweed	<input checked="" type="checkbox"/>	Variety pusilla?
<i>Cyperus</i>	<i>retrofractus</i>		<input checked="" type="checkbox"/>	
<i>Desmodium</i>	<i>sp.</i>		<input checked="" type="checkbox"/>	
<i>Diodia</i>	<i>teres</i>	Poor Joe	<input checked="" type="checkbox"/>	
<i>Elephantopus</i>	<i>sp.</i>	Elephant's Foot	<input checked="" type="checkbox"/>	
<i>Euthamia</i>	<i>sp.</i>	Flat-Topped Goldenrod	<input checked="" type="checkbox"/>	
<i>Fumaria</i>	<i>officinalis</i>	Earthsmoke	<input type="checkbox"/>	Native to Eurasia.

Good Neighbor Trail Plant List

Herbs

Genus	Species	Common Name	Native ?	Comments
<i>Galium</i>	<i>pilosum</i>	Bedstraw	<input checked="" type="checkbox"/>	
<i>Hedyotis</i>	<i>uniflora</i>		<input checked="" type="checkbox"/>	
<i>Hydrocotyle</i>	<i>sp.</i>	Dollarweed	<input checked="" type="checkbox"/>	
<i>Hypericum</i>	<i>hypericoides</i>	St. Andrew's Cross	<input checked="" type="checkbox"/>	
<i>Hyptis</i>	<i>alata</i>	Musky Mine	<input checked="" type="checkbox"/>	
<i>Hyptis</i>	<i>mutabilis</i>	Tropical Bushmint	<input type="checkbox"/>	Native to tropical America.
<i>Hyptis</i>	<i>verticillata</i>		<input type="checkbox"/>	Mint native to tropical America
<i>Indigofera</i>	<i>hirsuta</i>	Hairy Indigo	<input type="checkbox"/>	Exotic legume; from Africa; escaped form cultivation.
<i>Lantana</i>	<i>camara</i>	Lantana	<input type="checkbox"/>	Category I invasive; from West Indies; native Lantana threatened by genetic swamping.
<i>Liatris</i>	<i>sp.</i>	Blazing Star	<input checked="" type="checkbox"/>	
<i>Ludwigia</i>	<i>peruviana</i>	Primrose Willow	<input type="checkbox"/>	Native to South America; frequent in stream bed.
<i>Melilotus</i>	<i>alba</i>	White Sweet Clover	<input type="checkbox"/>	Native to Europe; escaped from cultivation.
<i>Oenothera</i>	<i>sp.</i>	Evening Primrose	<input checked="" type="checkbox"/>	
<i>Oxalis</i>	<i>corymbosa</i>	Violet Wood Sorrel	<input checked="" type="checkbox"/>	
<i>Oxalis</i>	<i>debilis</i>		<input checked="" type="checkbox"/>	
<i>Oxalis</i>	<i>latifolia</i>		<input checked="" type="checkbox"/>	
<i>Physalis</i>	<i>sp.</i>		<input checked="" type="checkbox"/>	
<i>Polypremum</i>	<i>procumbens</i>	Rustweed	<input checked="" type="checkbox"/>	

Good Neighbor Trail Plant List

Herbs

Genus	Species	Common Name	Native ?	Comments
<i>Rubus</i>	<i>sp.</i>	Blackberry	<input checked="" type="checkbox"/>	
<i>Ruellia</i>	<i>brittoniana</i>	Mexican Petunia	<input type="checkbox"/>	From Mexico; Category I invasive; appears confined to wetter areas, e.g. creek bed and margins.
<i>Ruellia</i>	<i>caroliniana</i>	Florida Petunia	<input checked="" type="checkbox"/>	
<i>Salvia</i>	<i>lyrata</i>	Lyre-Leaved Sage	<input checked="" type="checkbox"/>	
<i>Scleria</i>	<i>sp.</i>		<input checked="" type="checkbox"/>	
<i>Sesbania</i>	<i>vesicaria</i>	Bladderpod	<input type="checkbox"/>	
<i>Setaria</i>	<i>parviflora</i>	Foxtail	<input type="checkbox"/>	Listed only from Hernando County.
<i>Solidago</i>	<i>sp.</i>	Goldenrod	<input checked="" type="checkbox"/>	
<i>Sonchus</i>	<i>oleraceus</i>	Common Sow Thistle	<input type="checkbox"/>	Native to Europe.
<i>Spermcoce</i>	<i>assurgens</i>		<input checked="" type="checkbox"/>	
<i>Trichostema</i>	<i>sp.</i>	Blue Curls	<input checked="" type="checkbox"/>	
<i>Urena</i>	<i>lobata</i>	Ceasar's Weed	<input type="checkbox"/>	Category II invasive; appears to be as aggressive as Category I.
<i>Verbena</i>	<i>scabra</i>	Harsh Verbena	<input checked="" type="checkbox"/>	

Good Neighbor Trail Plant List

Ferns

Genus	Species	Common Name	Native ?	Comments
<i>Asplenium</i>	<i>platyneuron</i>	Ebony Spleenwort	<input checked="" type="checkbox"/>	
<i>Lygodium</i>	<i>japonicum</i>	Japanese Climbing Fern	<input type="checkbox"/>	From Japan; Category I invasive; vining fern. Expanding on site.
<i>Nephrolepis</i>	<i>cordifolia</i>	Boston Fern	<input type="checkbox"/>	Category I invasive; can completely take over groundcover; control essential.
<i>Nephrolepis</i>	<i>exaltata</i>	Boston Fern	<input type="checkbox"/>	Escaped from cultivation; Category I invasive.
<i>Pteridium</i>	<i>aquilinum</i>	Bracken Fern	<input checked="" type="checkbox"/>	
<i>Thelypteris</i>	<i>dentata</i>	Downy Shield Fern	<input checked="" type="checkbox"/>	
<i>Thelypteris</i>	<i>kunthii</i>	Shield Fern	<input checked="" type="checkbox"/>	
<i>Thelypteris</i>	<i>palustris</i>	Marsh Fern	<input checked="" type="checkbox"/>	

Vines

Genus	Species	Common Name	Native ?	Comments
<i>Ampelopsis</i>	<i>arborea</i>	Pepper Vine	<input checked="" type="checkbox"/>	
<i>Campsis</i>	<i>radicans</i>	Trumpet Vine	<input checked="" type="checkbox"/>	
<i>Clematis</i>	<i>virginiana</i>	Virgin's Bower	<input checked="" type="checkbox"/>	
<i>Dioscorea</i>	<i>bulbifera</i>	Air Potato	<input type="checkbox"/>	From Tropical Asia; Category I, as aggressive as Kudzu; control imperative!
<i>Gelsemium</i>	<i>sempervirens</i>	Yellow Jassamine	<input checked="" type="checkbox"/>	

Vines

Genus	Species	Common Name	Native ?	Comments
<i>Ipomoea</i>	<i>pandurata</i>	Wild Potato Vine	<input type="checkbox"/>	
<i>Ipomoea</i>	<i>sp.</i>	Morning Glory	<input checked="" type="checkbox"/>	
<i>Lonicera</i>	<i>japonica</i>	Japanese Honeysuckle	<input type="checkbox"/>	From Japan; Category I invasive.
<i>Lonicera</i>	<i>sempervirens</i>	Coral Honeysuckle	<input checked="" type="checkbox"/>	
<i>Paederia</i>	<i>foetida</i>	Skunk Vine	<input type="checkbox"/>	Asian; Category I invasive; troublesome weed in Brooksville by 1916; smothers native vegetation.
<i>Parthenocissus</i>	<i>quinquefolia</i>	Virginia Creeper	<input checked="" type="checkbox"/>	
<i>Rubus</i>	<i>trivialis</i>	Southern Dewberry	<input checked="" type="checkbox"/>	
<i>Smilax</i>	<i>auriculata</i>	Catbrier or Greenbrier	<input checked="" type="checkbox"/>	
<i>Smilax</i>	<i>bona-nox</i>		<input checked="" type="checkbox"/>	
<i>Smilax</i>	<i>laurifolia</i>	Catbrier	<input checked="" type="checkbox"/>	
<i>Smilax</i>	<i>sp.</i>		<input checked="" type="checkbox"/>	
<i>Toxicodendro</i>	<i>radicans</i>	Poison Ivy	<input checked="" type="checkbox"/>	
<i>Vitis</i>	<i>aestivalis</i>	Wild Grape	<input checked="" type="checkbox"/>	
<i>Vitis</i>	<i>vulpina</i>	Winter Grape	<input checked="" type="checkbox"/>	

Epiphytes

Genus	Species	Common Name	Native ?	Comments
<i>Polypodium</i>	<i>polypodioides</i>	Resurrection Fern	<input checked="" type="checkbox"/>	epiphytic fern
<i>Tillandsia</i>	<i>recurvata</i>	Ball-Moss	<input checked="" type="checkbox"/>	
<i>Tillandsia</i>	<i>sp.</i>		<input checked="" type="checkbox"/>	
<i>Tillandsia</i>	<i>usneoides</i>	Spanish Moss	<input checked="" type="checkbox"/>	

Grasses

Genus	Species	Common Name	Native ?	Comments
<i>Arundo</i>	<i>donax var. versic</i>	Gaint Reed	<input type="checkbox"/>	Native to Old World; on canal and ditch banks; persistent and escaped from cultivation.
<i>Dicanthelium</i>	<i>aciculare</i>		<input checked="" type="checkbox"/>	
<i>Dicanthelium</i>	<i>laxiflorum</i>		<input checked="" type="checkbox"/>	
<i>Dicanthelium</i>	<i>strigosum</i>		<input checked="" type="checkbox"/>	
<i>Imperata</i>	<i>cylindrica</i>	Cogon Grass	<input type="checkbox"/>	Exotic grass from SE Asia; Category I invasive; one of the 10 Worst Weeds in the World.
<i>Oplismenus</i>	<i>setarium</i>	Woodsgrass	<input checked="" type="checkbox"/>	
<i>Paspalum</i>	<i>floridanum</i>	Florida Paspalum	<input checked="" type="checkbox"/>	Species giganteum?
<i>Setaria</i>	<i>parviflora</i>	Foxtail	<input type="checkbox"/>	Listed only for Hernando County
<i>Sporobolis</i>	<i>domingensis</i>	Coral Dropseed	<input checked="" type="checkbox"/>	
<i>Tripsacum</i>	<i>dactyloides</i>	Eastern Gamma Grass	<input checked="" type="checkbox"/>	

Conceptual Approval Special Management Conditions

The Conceptual Approval Agreement for the Good Neighbor Trail to Russell Street Station, signed on August 20, 1996, contains thirteen conditions which must be addressed. The City has reviewed these conditions and, at this time, provides the following.

Condition 1. *Outdoor recreational facilities including a multi-purpose paved trail and interpretive displays shall be provided. These facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.*

Response: **Provisions for outdoor recreational facilities on the project site are discussed in III.A-Physical Improvements and III.B-Access.**

Condition 2. *The FCT Recipient shall provide educational programs at the Project Site. The programs shall include guided tours for school groups and the public. Programs would include both historical aspects of the railroad line and topics emphasizing the protection of natural resources. The programs will be conducted on a regularly scheduled and continuing basis.*

Response: **Provided educational programs are referenced in IV.G-Education Program.**

Condition 3. *The FCT Recipient shall provide an organized recreational program directed toward the participation of at-risk-youth as described in the grant application. The program shall be offered on a continuing basis at the Project Site focusing on the mitigation of juvenile crime through the provision of recreational opportunities.*

Response: **The City's program for youth-at-risk is presented in IV.H-Recreational Program for Youth at Risk.**

Condition 4. *The timing and extent of a vegetative survey of specimen trees and listed plant species on the Project Site shall be specified. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.*

Response: **As noted in the IV-Priority Schedule and VIII.B.8-Implementation Timeline, the vegetative survey will take place approximately September 1998. The extent of the survey and protective and restorative measures are discussed in IV.D-Natural Resource Protection; enhancement in IV.E-Resource Enhancement.**

Condition 5. *The water quality of [the trailhead] creek shall be improved by retrofitting the stormwater system. The restoration effort shall include the removal of the culverts and associated fill. A comprehensive stormwater management plan shall be developed and implemented to improve the water quality entering the creek. Known pollution sources which have been identified by the City or County shall be removed or mitigated. The FCT Recipient shall coordinate with the Southwest Florida Water Management District on the design and implementation of the stormwater management plan.*

Response: **Enhancement of water quality is presented in IV.E-Resource Enhancement and IV.I-Coordinated Management.**

Condition 6. *Invasive exotic vegetation that occurs on the Project Site shall be eradicated. The FCT Recipient shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.*

Response: **The eradication plan appears in IV.D-Natural Resource Protection. The Exotic Pest Plant Council's List of Florida's Most Invasive Species will be used to assist in identifying invasive exotics on the project site.**

Condition 7. *The FCT Recipient shall coordinate the management of the Project Site with the land managers of other public lands in the project area, including the Historical Society.*

Response: **The recipient agrees.**

Condition 8. *The FCT Recipient shall perform an historical survey of any area within the Project Site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known historical sites or identified site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.*

Response: **The recipient agrees.**

Condition 9. *Provide bike parking stands at the site to provide an alternative to automobile transportation to the Project Site.*

Response: **Bicycle parking will be provided as an alternative to automobile transportation at the project site.**

Condition 10. *The parking area shall use pervious material to the extent possible.*

Response: The recipient agrees.

Condition 11. *The FCT Recipient shall coordinate the development of the management plan with the agency managing the adjacent rails-to-trails green way project to ensure the management of these properties protect and enhance the recreation opportunity and resources along the rail-to-trails greenway corridors. Detail how the Project Site will be managed as part of linked conservation lands or recreational opportunities. Discuss how the project site furthers the purpose of the greenway.*

Response: The City will coordinate development of the project with the agency managing the adjacent rails-to-trails greenway projects to ensure recreational opportunities and resources along corridors are managed as part of linked conservation lands or recreational opportunities. Discussion of how the project site furthers the purpose of the greenway is found in I-Introduction and II-Purpose.

Condition 12. The Project Site shall be formally incorporated into the regional rails-to-trails greenway network through a City resolution or other appropriate measures.

Response: The recipient agrees.

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

Response: The recipient agrees.



FLORIDA NATURAL AREAS INVENTORY

Field Report Form for Occurrences of Rare Plants, Animals, and Natural Communities

Report original field observations regarding a single species or community, at one location, and for (preferably) a single date. Use the back of the form or other sheets as necessary, and if you have any questions please call FNAI at 850-224-8207.

Please send completed form to: Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL 32303

THANK YOU!

REQUIRED DATA

Your name: _____ Phone: _____ E-mail: _____

Address: _____ Date Submitted: _____

Name of observer(s): _____

Date of observation (m/d/yyyy): _____

Scientific name: _____ Common name: _____

Basis for identification: Personal knowledge Reference key Field guide Museum specimen Expert Other method

Name of reference key/guide/museum/expert: _____ Other ID method _____

County: _____

Latitude _____ N Longitude _____ W (if unknown, please attach a map or detailed description of the location)

Quantity seen (number of individuals, nests, burrows, or clumps, etc., or area occupied) _____

FNAI will include the location of this occurrence in publicly available data products unless you specifically request that we do not. If you want to make this request, please provide your reason for regarding the data "sensitive" (e.g. species subject to collection) _____

OPTIONAL DATA (all of the information below is optional – enter as time and data resources permit)

IDENTIFICATION

Photograph taken? Yes No (If possible, please attach a copy of the photo)

Specimen collected? Yes No Deposited at museum/herbarium? Yes No Repository _____ Collection # _____

Do you think your identification requires confirmation? Yes No

LOCATION

Site or place name (if known): _____

Precise directions to the occurrence that use a readily locatable and relatively permanent landmark on or near the site (such as a road intersection, bridge, or natural landform) as the starting point. Include distances and directions from landmarks, as appropriate. Please note – neither the directions nor the coordinate information will be provided to the general public if the data are to be considered sensitive, as indicated above.

For latitude/longitude only: Datum: NAD27 WGS84/NAD83 Unknown

Source of latitude/longitude coordinates? GPS Other If other, describe _____

If GPS: Make _____ model _____ accuracy _____ m DGPS? Yes No Unknown WAAS? Yes No Unknown

If possible, mark the site on a copy of a DOQQ photograph or a USGS 7.5' topographic map and attach to this form. Otherwise, using the back side of the form, please provide a sketch of the vicinity showing the occurrence in relation to towns, roads, landforms, water bodies, and other natural features, including ecological communities. Please include also an indication of scale and a North arrow.

OBSERVATION INFORMATION

Time of day _____ Estimate of total area observed _____m² or _____ acres. Percent of this area actually occupied by the population or community: _____%. Approximate dimensions of the area occupied: length_____m width_____m

How did you collect the data? (e. g., visually observed from road, trap or capture methods, walking a path through community, formal survey, etc.)

Is there other suitable habitat (unobserved) in the vicinity? Yes No Don't know Extent? (e.g., acres, miles) _____

Have you been to this location before? Yes No If so, when? _____

Did you previously observe this species or community? Yes No Did not look for it If you have previously seen the population or community, do you think there is now more? less? about the same amount as before? or no way to compare .

General description. Please provide a description or "word picture" of the area where this occurrence is located (i.e., the physical setting and ecological context), including habitat, dominant plant species, topography, hydrology, soils, adjacent communities, and surrounding land use.

For animals: Estimated total no. of individuals in population: _____ Basis? _____ Age structure _____

Ecological & behavioral notes (e.g. reproductive stage, activity type [feeding, flying, nesting, etc.]): _____

For plants: Flowering? Yes No Fruiting? Yes No In bud? Yes No In leaf? Yes No Dormant? Yes No

For communities: For each of three strata (tree, shrub, and ground layers), please list the dominant species comprising the stratum, together with an estimate of the height and percent cover for each stratum. (use the back of this form or another sheet, if necessary, to list additional species)

Stratum height % cover Species

Stratum	height	% cover	Species
Tree			
Shrub			
Ground			

Describe species dominance relationships, vegetation heterogeneity, succession stage/dynamics, and any other unique aspects of the community or additional noteworthy species (including animals).

MANAGEMENT

Owner of site (if known): _____

Is the owner or manager protecting or managing the property for this species or community? Yes No Don't know

Are there disturbances or threats (e. g., urban development, agriculture, vehicle use, forestry, logging, fire suppression, ditching/drainage, impoundment, exotic species, and natural disturbance) in the vicinity of the site? Yes No Don't know

If so, please describe type and severity: _____

Is there evidence (e.g., fire breaks, scorching) of the use of fire at the site? Yes No Don't know Describe and give dates of recent fires, if known _____

Comments on management history or needs: _____

OTHER

Additional comments concerning the population or community, its ecological conditions, contact information for other knowledgeable people, etc.:

Florida Exotic Pest Plant Council's 2009 List of Invasive Plant Species

Purpose of the List: To focus attention on —

- ▶ the adverse effects exotic pest plants have on Florida's biodiversity and plant communities,
- ▶ the habitat losses from exotic pest plant infestations,
- ▶ the impacts on endangered species via habitat loss and alteration,
- ▶ the need to prevent habitat losses through pest-plant management,
- ▶ the socio-economic impacts of these plants (e.g., increased wildfires in certain areas),
- ▶ changes in the seriousness of different pest plants over time,
- ▶ the need to provide information that helps managers set priorities for control programs.

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Abrus precatorius</i>	rosary pea	I	N	C, S
<i>Acacia auriculiformis</i>	earleaf acacia	I		C, S
<i>Albizia julibrissin</i>	mimosa, silk tree	I		N, C
<i>Albizia lebbek</i>	woman's tongue	I		C, S
<i>Ardisia crenata</i> (<i>A. crenulata</i> misapplied)	coral ardisia	I		N, C, S
<i>Ardisia elliptica</i> (<i>A. humilis</i> misapplied)	shoebuttan ardisia	I	N	C, S
<i>Asparagus aethiopicus</i> (<i>A. sprengeri</i> ; <i>A. densiflorus</i> misapplied)	asparagus-fern	I		N, C, S
<i>Bauhinia variegata</i>	orchid tree	I		C, S
<i>Bischofia javanica</i>	bishopwood	I		C, S
<i>Calophyllum antillanum</i> (<i>C. calaba</i> and <i>C. inophyllum</i> misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)	I		S
<i>Casuarina equisetifolia</i>	Australian-pine, beach sheoak	I	P, N	N, C, S
<i>Casuarina glauca</i>	suckering Australian-pine, gray sheoak	I	P, N	C, S
<i>Cinnamomum camphora</i>	camphor tree	I		N, C, S
<i>Colocasia esculenta</i>	wild taro	I		N, C, S
<i>Colubrina asiatica</i>	lather leaf	I	N	S
<i>Cupaniopsis anacardioides</i>	carrotwood	I	N	C, S
<i>Dioscorea alata</i>	winged yam	I	N	N, C, S
<i>Dioscorea bulbifera</i>	air-potato	I	N	N, C, S
<i>Eichhornia crassipes</i>	water-hyacinth	I	P	N, C, S
<i>Eugenia uniflora</i>	Surinam cherry	I		C, S
<i>Ficus microcarpa</i> (<i>F. nitida</i> and <i>F. retusa</i> var. <i>nitida</i> misapplied) ¹	laurel fig	I		C, S
<i>Hydrilla verticillata</i>	hydrilla	I	P, U	N, C, S
<i>Hygrophila polysperma</i>	green hygro	I	P, U	N, C, S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass	I		C, S
<i>Imperata cylindrica</i> (<i>I. brasiliensis</i> misapplied)	cogon grass	I	N, U	N, C, S
<i>Ipomoea aquatica</i>	water-spinach	I	P, U	C
<i>Jasminum dichotomum</i>	Gold Coast jasmine	I		C, S
<i>Jasminum fluminense</i>	Brazilian jasmine	I		C, S
<i>Lantana camara</i> (= <i>L. strigocamara</i>)	lantana, shrub verbena	I		N, C, S
<i>Ligustrum lucidum</i>	glossy privet	I		N, C
<i>Ligustrum sinense</i>	Chinese privet, hedge privet	I		N, C, S
<i>Lonicera japonica</i>	Japanese honeysuckle	I		N, C, S
<i>Ludwigia peruviana</i>	Peruvian primrosewillow	I		N, C, S
<i>Luziola subintegra</i>	Tropical American water grass	I		S
<i>Lygodium japonicum</i>	Japanese climbing fern	I	N	N, C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	I	N	C, S

¹Does not include *Ficus microcarpa* subsp. *fuyuensis*, which is sold as "Green Island Ficus"

FLEPPC List Definitions:

Exotic – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida.

Native – a species whose natural range includes Florida.

Naturalized exotic – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).

Invasive exotic – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

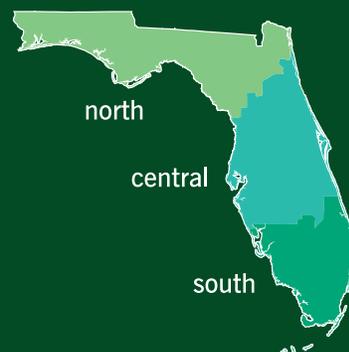
Abbreviations:

Government List (Gov. List):
P = Prohibited aquatic plant by the Florida Department of Agriculture and Consumer Services;

N = Noxious weed listed by Florida Department of Agriculture & Consumer Services;

U = Noxious weed listed by U.S. Department of Agriculture.

Regional Distribution (Reg. Dist.):
N = north, C = central, S = south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the map below.



Changes to the 2009 List:

Luziola subintegra, added to list as Category I

Luziola subintegra (rice grass) was first discovered in Lake Okeechobee by Mike Bodle in 2007. This aquatic grass is spreading in the lake. It grows in water 2-3 m deep, spreads vegetatively and by seed, and aggressively outcompetes other native and exotic species. To date, 2,000 acres have been treated.

Nymphoides cristata, moved from Category II to Category I

Snowflake (*Nymphoides cristata*) is an Asian aquatic that became problematic in southwest Florida in the 1990s. It is now an abundant weed in canals and ponds in southwest Florida, and has spread throughout the peninsula where it has been documented in seven counties, from Collier to St. Johns. It has colonized the Big Cypress National Preserve where it is invading several strand swamps along Tamiami Trail, presumably introduced by fisherman using cast nets infested from waters outside of the preserve.

Salvinia minima, added to list as Category I

Water spangles (*Salvinia minima*), first found in Florida in 1928, remained a cryptic species during a period when opinions differed on its status as native or introduced in Florida. In 2001, a study of early herbarium voucher data revealed the introduction points and systematic spread of this free-floating fern into and throughout Florida. *S. minima* outcompetes more nutritive native duckweeds by overtopping their thinner fronds, which float flat upon the water surface.

Scleria lacustris, moved from Category II to Category I

Wright's nutrush (*Scleria lacustris*) is an annual tropical sedge that was first collected in Florida in 1988. In Florida, its distribution extends to more than 20 distinct natural areas in eight counties within four major drainage regions of the central and southern peninsula. Its unique growth habit obscures open water and drastically alters the naturally sparse and upright structure of preexisting native vegetation. Such domination may even displace native prey for the endangered Florida snail kite, a sight feeder inhabiting many locations where invasive colonization occurs.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Macfadyena unguis-cati</i>	cat's claw vine	I		N, C, S
<i>Manilkara zapota</i>	sapodilla	I		S
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	I	P, N, U	C, S
<i>Melinis repens</i> (= <i>Rhynchelytrum repens</i>)	Natal grass	I		N, C, S
<i>Mimosa pigra</i>	catclaw mimosa	I	P, N, U	C, S
<i>Nandina domestica</i>	nandina, heavenly bamboo	I		N, C
<i>Nephrolepis cordifolia</i>	sword fern	I		N, C, S
<i>Nephrolepis brownii</i> (= <i>N. multiflora</i>)	Asian sword fern	I		C, S
<i>Neyraudia reynaudiana</i>	Burma reed, cane grass	I	N	S
<i>Nymphoides cristata</i>	snowflake	I		C, S
<i>Paederia cruddasiana</i>	sewer vine, onion vine	I	N	S
<i>Paederia foetida</i>	skunk vine	I	N	N, C, S
<i>Panicum repens</i>	torpedo grass	I		N, C, S
<i>Pennisetum purpureum</i>	Napier grass	I		N, C, S
<i>Pistia stratiotes</i>	water-lettuce	I	P	N, C, S
<i>Psidium cattleianum</i> (= <i>P. littorale</i>)	strawberry guava	I		C, S
<i>Psidium guajava</i>	guava	I		C, S
<i>Pueraria montana</i> var. <i>lobata</i> (= <i>P. lobata</i>)	kudzu	I	N	N, C, S
<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle	I	N	C, S
<i>Rhynchelytrum repens</i> (See <i>Melinis repens</i>)				
<i>Ruellia brittoniana</i> ² (<i>R. tweediana</i> misapplied)	Mexican petunia	I		N, C, S
<i>Salvinia minima</i>	water spangles	I		N, C, S
<i>Sapium sebiferum</i> (= <i>Triadica sebifera</i>)	popcorn tree, Chinese tallow tree	I	N	N, C, S
<i>Scaevola taccada</i> (= <i>Scaevola sericea</i> , <i>S. frutescens</i>)	scaevola, half-flower, beach naupaka	I	N	C, S
<i>Schefflera actinophylla</i> (= <i>Brassia actinophylla</i>)	schefflera, Queensland umbrella tree	I		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	I	P, N	N, C, S
<i>Scleria lacustris</i>	Wright's nutrush	I		C, S
<i>Senna pendula</i> var. <i>glabrata</i> (= <i>Cassia coluteoides</i>)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
<i>Solanum tampicense</i> (= <i>S. houstonii</i>)	wetland nightshade, aquatic soda apple	I	N, U	C, S
<i>Solanum viarum</i>	tropical soda apple	I	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine	I		N, C, S
<i>Syzygium cumini</i>	jambolan plum, Java plum	I		C, S
<i>Tectaria incisa</i>	incised halberd fern	I		S
<i>Thespesia populnea</i>	seaside mahoe	I		C, S
<i>Tradescantia fluminensis</i>	small-leaf spiderwort	I		N, C
<i>Urochloa mutica</i> (= <i>Brachiaria mutica</i>)	Para grass	I		C, S

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Adenanthera pavonina</i>	red sandalwood	II		S
<i>Agave sisalana</i>	sisal hemp	II		C, S
<i>Aleurites fordii</i> (= <i>Vernicia fordii</i>)	tung oil tree	II		N, C
<i>Alstonia macrophylla</i>	devil tree	II		S
<i>Alternanthera philoxeroides</i>	alligator weed	II	P	N, C, S
<i>Antigonon leptopus</i>	coral vine	II		N, C, S
<i>Aristolochia littoralis</i>	calico flower	II		N, C, S
<i>Asystasia gangetica</i>	Ganges primrose	II		C, S

²The Plant List Committee is uncertain as to the correct name for this species. Plants cultivated in Florida, all representing the same invasive species, have in the past been referred to as *Ruellia brittoniana*, *R. tweediana*, *R. caerulea*, and *R. simplex*.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Begonia cucullata</i>	wax begonia	II		N, C, S
<i>Blechnum pyramidatum</i>	green shrimp plant, Browne's blechnum	II		N, C, S
<i>Broussonetia papyrifera</i>	paper mulberry	II		N, C, S
<i>Callisia fragrans</i>	inch plant, spironema	II		C, S
<i>Callistemon viminalis</i>	bottlebrush, weeping bottlebrush	II		S
<i>Casuarina cunninghamiana</i>	river sheoak, Australian-pine	II	P	C, S
<i>Cecropia palmata</i>	trumpet tree	II		S
<i>Cestrum diurnum</i>	day jessamine	II		C, S
<i>Chamaedorea seifrizii</i>	bamboo palm	II		S
<i>Clematis terniflora</i>	Japanese clematis	II		N, C
<i>Cryptostegia madagascariensis</i>	rubber vine	II		C, S
<i>Cyperus involucratus</i> (<i>C. alternifolius</i> misapplied)	umbrella plant	II		C, S
<i>Cyperus prolifer</i>	dwarf papyrus	II		C, S
<i>Dactyloctenium aegyptium</i>	Durban crowfootgrass	II		N, C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	II		C, S
<i>Elaeagnus umbellata</i>	silverberry, autumn olive	II		N
<i>Elaeagnus pungens</i>	silverthorn, thorny olive	II		N, C
<i>Epipremnum pinnatum</i> cv. Aureum	pothos	II		C, S
<i>Ficus altissima</i>	false banyan, council tree	II		S
<i>Flacourtia indica</i>	governor's plum	II		S
<i>Hemarthria altissima</i>	limpo grass	II		C, S
<i>Hibiscus tiliaceus</i> (See <i>Talipariti tiliaceum</i>)				
<i>Hyparrhenia rufa</i>	jaragua	II		N, C, S
<i>Ipomoea carnea</i> ssp. <i>fistulosa</i> (= <i>I. fistulosa</i>)	shrub morning-glory	II	P	C, S
<i>Jasminum sambac</i>	Arabian jasmine	II		S
<i>Kalanchoe pinnata</i>	life plant	II		C, S
<i>Koeleruteria elegans</i> ssp. <i>formosana</i> (= <i>K. formosana</i> ; <i>K. paniculata</i> misapplied)	flamegold tree	II		C, S
<i>Leucaena leucocephala</i>	lead tree	II	N	N, C, S
<i>Landoltia punctata</i> (= <i>Spirodela punctata</i>)	Spotted duckweed	II		N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	II	P, U	N, C, S
<i>Livistona chinensis</i>	Chinese fan palm	II		C, S
<i>Melia azedarach</i>	Chinaberry	II		N, C, S
<i>Melinis minutiflora</i>	Molassesgrass	II		C, S
<i>Merremia tuberosa</i>	wood-rose	II		S
<i>Murraya paniculata</i>	orange-jessamine	II		S
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	II	P	N, C, S
<i>Panicum maximum</i> (= <i>Urochloa maxima</i> , <i>Megathyrsus maximus</i>)	Guinea grass	II		N, C, S
<i>Passiflora biflora</i>	two-flowered passion vine	II		S
<i>Pennisetum setaceum</i>	green fountain grass	II		S
<i>Phoenix reclinata</i>	Senegal date palm	II		C, S
<i>Phyllostachys aurea</i>	golden bamboo	II		N, C
<i>Pittosporum pentandrum</i>	Philippine pittosporum, Taiwanese cheesewood	II		S
<i>Pteris vittata</i>	Chinese brake fern	II		N, C, S
<i>Ptychosperma elegans</i>	solitaire palm	II		S
<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>)				
<i>Ricinus communis</i>	castor bean	II		N, C, S
<i>Rotala rotundifolia</i>	roundleaf toothcup, dwarf Rotala	II		S
<i>Sansevieria hyacinthoides</i>	bowstring hemp	II		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox	II		N, C, S
<i>Solanum diphyllum</i>	two-leaf nightshade	II		N, C, S
<i>Solanum jamaicense</i>	Jamaica nightshade	II		C
<i>Solanum torvum</i>	susumber, turkey berry	II	N, U	N, C, S

Callistemon viminalis, added to list as Category II

Bottlebrush (*Callistemon viminalis*), a popular landscape tree, is now invading undisturbed short hydroperiod wetland communities in Miami-Dade, Collier, and Martin Counties, including those in Big Cypress National Preserve and Everglades National Park.

Dactyloctenium aegyptium, added to list as Category II

Durban crowfootgrass (*Dactyloctenium aegyptium*) is an annual grass that is a widely distributed weed throughout the southeastern US. In Florida, this species has been documented in 54 counties. While it is primarily a weed of disturbed areas, it also invades beach dune communities in southern Florida, including those located within Everglades and Dry Tortugas National Parks. Dense growth of this species interferes with ground nesting birds in Dry Tortugas and competes with state and federally listed plant species on the mainland.

Elaeagnus umbellata, added to list as Category II

Autumn-olive (*Elaeagnus umbellata*) is an aggressive shrub capable of replacing entire native ecosystems, which it has done in numerous locations in other states. There are three known native locations in the eastern Florida panhandle; two are local escapes from cultivation. The third is a mixture of mature upland sand hill and pine communities where a wildlife planting has escaped. The entire 2,081 acre site is infested. The infestation ranges from 100% (12.5 acres), to 50% (49.9 acres), to 25% (38.3 acres), to 10% or less (1,683.4 acres).

Hyparrhenia rufa, added to list as Category II

Jaragua (*Hyparrhenia rufa*) is an annual grass that is known from 14 Florida counties. In Miami-Dade County it has been found in intact habitat in at least 12 pine rockland fragments, outcompeting native plant species.

Landoltia punctata, added to list as Category II

Spotted duckweed (*Landoltia punctata*) is a small floating aquatic plant that is native to Australia and Southeast Asia. Since it was first found in Missouri in the 1930s, it has spread to 22 states and been documented in 36 Florida counties. It invades a wide range of undisturbed aquatic habitats and outcompetes native species.

Syzygium jambos, formerly Category II, removed from List

The Committee has not been able to locate data showing this species behaves as a Category II invasive.

Use of the FLEPPC List

FLEPPC encourages use of the Invasive Species List for prioritizing and implementing management efforts in natural areas, for educating lay audiences about environmental issues, and for supporting voluntary invasive plant removal programs. When a non-native plant species is to be restricted in some way by law, FLEPPC encourages use of the List as a first step in identifying species worth considering for particular types of restriction. For more information on using the FLEPPC List of Invasive Plant Species, see *Wildland Weeds* Summer 2002 issue (Vol. 5, No. 3), pp. 16-17, or <http://www.fleppc.org/list/list.htm>

NOTE: Not all exotic plants brought into Florida become pest plants in natural areas. The FLEPPC List of Invasive Plant Species represents only about 10% of the nearly 1,400 exotic species that have been introduced into Florida and have subsequently established outside of cultivation. Most escaped exotics usually present only minor problems in highly disturbed areas (such as roadsides). And there are other exotics cultivated in Florida that are “well-behaved” — that is, they don’t escape cultivation at all.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Sphagneticola trilobata</i> (= <i>Wedelia trilobata</i>)	wedelia	II		N, C, S
<i>Stachytarpheta cayennensis</i> (= <i>S. urticifolia</i>)	nettle-leaf porterweed	II		S
<i>Syagrus romanzoffiana</i> (= <i>Arecastrum romanzoffianum</i>)	queen palm	II		C, S
<i>Talipariti tiliaceum</i> (= <i>Hibiscus tiliaceus</i>)	mahoe, sea hibiscus	II		C, S
<i>Terminalia catappa</i>	tropical-almond	II		C, S
<i>Terminalia muelleri</i>	Australian-almond	II		C, S
<i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant	II		S
<i>Tribulus cistoides</i>	puncture vine, burr-nut	II		N, C, S
<i>Urena lobata</i>	Caesar’s weed	II		N, C, S
<i>Vitex trifolia</i>	simple-leaf chaste tree	II		C, S
<i>Washingtonia robusta</i>	Washington fan palm	II		C, S
<i>Wedelia</i> (see <i>Sphagneticola</i> above)				
<i>Wisteria sinensis</i>	Chinese wisteria	II		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	II		N, C, S

Citation example:

FLEPPC. 2009. List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: <http://www.fleppc.org/list/list.htm> or *Wildland Weeds* Vol. 12(4): 13-16. Fall 2009.

The 2009 list was prepared by the FLEPPC Plant List Committee:

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David W. Hall, Private Consulting Botanist, 3666 NW 13th Place, Gainesville, FL 32605, (352) 375-1370

Roger L. Hammer, Miami-Dade Parks Department, Castellow Hammock Nature Center, 22301 S.W. 162nd Ave., Miami, FL 33030, kaskazi44@comcast.net

Patricia L. Howell, Broward County Parks, Environmental Section, 950 NW 38th St., Oakland Park, FL 33309, (954) 357-8137, phowell@broward.org

Colette C. Jacono, Department of Agronomy, Center for Aquatic & Invasive Plants, IFAS, University of Florida, 7922 NW 71st St., Gainesville, FL 32653, (352) 392-6894, colettej@ufl.edu

Kenneth A. Langeland, Center for Aquatic and Invasive Plants, IFAS, University of Florida, 7922 NW 71st St., Gainesville, FL 32606, (352) 392-9614, gator8@ufl.edu

Chris Lockhart, Florida Natural Areas Inventory, c/o P.O. Box 243116, Boynton Beach, FL 33424-3116, (850) 509-6482, clockhart@fnai.org

Gil Nelson, Gil Nelson Associates, 157 Leonard’s Dr., Thomasville, GA 31792, gil@gilnelson.com

Robert W. Pemberton, Invasive Plants Research Lab, U.S. Dept. of Agriculture, 3225 College Ave., Ft. Lauderdale, FL 33312, Robert.Pemberton@ars.usda.gov

Jimi L. Sadle, Everglades National Park, 40001 State Road 9336, Homestead, FL 33034, (305) 242-7806, Jimi_Sadle@nps.gov

Robert W. Simons, 1122 SW 11th Ave., Gainesville, FL 32601-7816

Sandra M. Vardaman, Alachua County Forever Land Conservation Program, Alachua County Environmental Protection Dept., 201 SE 2nd Ave., Suite 201, Gainesville, Florida 32601, (352) 264-6803, smvardaman@alachuacounty.us

Daniel B. Ward, Department of Botany, University of Florida, 220 Bartram Hall, Gainesville, FL 32611

Richard P. Wunderlin, Institute for Systematic Botany, Dept. of Biological Sciences, University of South Florida, Tampa, FL 33620, (813) 974-2359, rwunder@cas.usf.edu

FLEPPC Database – The Florida Exotic Pest Plant Database contains over 75,000 sight records of infestations of FLEPPC Category I and Category II species in Florida public lands and waters. 211 species are recorded. Nearly all of the records are from local, state, and federal parks and preserves; a few records document infestations in regularly disturbed public lands such as highways or utility rights-of-way. Natural area managers and other veteran observers of Florida’s natural landscapes submit these records, with many supported further by voucher specimens housed in local or regional herbaria for future reference and verification. New and updated observations can be submitted online at www.eddmaps.org/florida/. This database, along with other plant-data resources such as the University of South Florida Atlas of Florida Vascular Plants at www.plantatlas.usf.edu, the Florida Natural Areas Inventory database at www.fnai.org, and The Institute for Regional Conservation Floristic Inventory of South Florida database at www.regionalconservation.org, provides important basic supporting information for the FLEPPC List of Invasive Plant Species.

Images and/or distributional data of FLEPPC-listed species may be found at one or more of the following websites: University of South Florida Atlas of Florida Vascular Plants, www.plantatlas.usf.edu; the University of Florida Herbarium collection catalog, <http://www.flmnh.ufl.edu/herbarium/cat/>, and image gallery, <http://www.flmnh.ufl.edu/herbarium/cat/imagesearch.asp>; at Fairchild Tropical Botanic Garden’s Virtual Herbarium, www.virtualherbarium.org/vhportal.html, The Robert K. Godfrey Herbarium at Florida State University, <http://herbarium.bio.fsu.edu/index.php>; the University of Florida’s IFAS Center for Aquatic and Invasive Plants, <http://plants.ifas.ufl.edu>, and the USDA PLANTS database, <http://plants.usda.gov/>. Please note that greater success and accuracy in searching for plant images is likely if you search by scientific name rather than a common name. Common names often vary in cultivation and across regions. For additional information on plants included in this list, see related links and pages at www.fleppc.org.



RECORD-RETURN
HERNANDO TITLE SERVICES, INC.
615 W. JEFFERSON STREET
BROOKSVILLE, FLA. 34601



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

** OFFICIAL RECORDS **
BK: 1323 PG: 382

FILE# 2000-008190
HERNANDO COUNTY, FLORIDA

RCD Feb 25 2000 04:16pm
KAREN NICOLAI, CLERK

55.50

FLORIDA COMMUNITIES TRUST
P56 AWARD# 95-029-P56
FCT Contract# 99-CT-3A-55-56-J1-029

GRANT AWARD AGREEMENT

65.50
THIS AGREEMENT is entered into this 29 day of NOVEMBER, 1998, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF BROOKSVILLE, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

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

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

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

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

GAA\95-029-P56
8/27/98

Bondholders for federal income tax purposes;

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

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

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

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

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

I. GENERAL CONDITIONS.

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

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

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

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

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

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

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

FCT Recipient: CITY OF BROOKSVILLE
201 HOWELL AVE.
BROOKSVILLE, FL. 34601
ATTN: KAREN M. PHILLIPS, CMC
DIRECTOR OF ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The

FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Outdoor recreational facilities including a multi-purpose paved trail and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. The FCT Recipient shall provide educational programs at the Project Site. The programs shall include guided tours for school groups and the public. Programs would include both historical aspects of the railroad line and topics emphasizing the protection of natural resources. The programs will be conducted on a regularly scheduled and continuing basis.

3. The FCT Recipient shall provide an organized recreational program directed toward the participation of at-risk-youth as described in the grant application. The program shall be offered on a continuing basis at the Project Site focusing on the mitigation of juvenile crime through the provision of recreational opportunities.

4. The timing and extent of a vegetative survey of specimen trees and listed plant species on the Project Site shall be specified. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the

Project Site.

5. The water quality of creek shall be improved by retrofitting the stormwater system. The restoration effort shall include the removal of the culverts and associated fill. A comprehensive stormwater management plan shall be developed and implemented to improve the water quality entering the creek. Known pollution sources which have been identified by the City or County shall be removed or mitigated. The FCT Recipient shall coordinate with the Southwest Florida Water Management District on the design and implementation of the stormwater management plan.

6. Invasive exotic vegetation that occurs on the Project Site shall be eradicated. The FCT Recipient shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

7. The FCT Recipient shall coordinate the management of the Project Site with the land managers of other public lands in the project area, including the Historical Society.

8. The FCT Recipient shall perform an historical survey of any area within the Project Site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known historical sites or identified site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

9. Provide bike parking stands at the site to provide an alternative to automobile transportation to the Project Site.

10. The parking area shall use pervious material to the extent possible.

11. The FCT Recipient shall coordinate the development of the management plan with the agency managing the adjacent rails-to-trail greenway project to ensure the management of these properties protect and enhance the recreation opportunity and resources along the rail-to-trail greenway corridor. Detail how the Project Site will be managed as part of linked conservation lands or recreation opportunities. Discuss how the project site furthers the purpose of the greenway.

12. The Project Site shall be formally incorporated into the regional rails-to-trails greenway network through a City resolution or other appropriate measures.

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

conditions of the FCT award.

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

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

Witness:

CITY OF BROOKSVILLE,
a political subdivision
of the State of Florida

Dennis Pupello
Witness Name:

BY: Richard E. Lewis
Its: RICHARD E. LEWIS, MAYOR

Janice Battista
Witness Name:

Date: 12/7/98

APPROVED AS TO FORM AND CONTENT
FOR THE RELIANCE OF THE CITY OF
BROOKSVILLE ONLY.

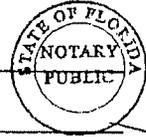
Attest: Karen M. Phillips
KAREN M. PHILLIPS, CMC
CITY CLERK

Robert B. Battista
ROBERT B. BATTISTA
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 7th
day of December, 1998, by Richard E. Lewis, as
Mayor. He\She is personally known to me.

Patricia J. Korb
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



PATRICIA J. KORB,
My Comm Exp. 11/20/99
Bonded By Service Ins
No. CC508685
 Personally Known Other I.D.

EXHIBIT A

Description of property at: Brooksville, Hernando County, Florida
 To: The City of Brooksville, Florida
 CSXT Deed File No.: 1999-00201/KPC

**** OFFICIAL RECORDS ****
BK: 1323 PG: 391

PARCEL "A"

A PARCEL OF LAND LYING IN AND BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND OF L.B. PARSONS' ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NE 1/4; THENCE S 00° 51' 58" E ALONG THE EAST BOUNDARY OF SAID NE 1/4 OF THE NE 1/4, 131.75 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 10° 38' 51", A CHORD BEARING OF S 51° 34' 01" W AND A CHORD OF 289.10 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 289.52 FEET TO THE CURVED WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF BROOKSVILLE BY SEABOARD SYSTEM RAILROAD, INC. IN A DEED DATED JUNE 27, 1985, AND THE POINT OF BEGINNING, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 204.40 FEET, A DELTA OF 07° 37' 10", A CHORD BEARING OF S 36° 37' 44" E AND A CHORD OF 27.16 FEET; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES, (1) ALONG THE ARC OF SAID CURVE 27.18 FEET; (2) N 49° 33' 41" E 16.00 FEET TO A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 188.40 FEET, A DELTA OF 07° 14' 15", A CHORD BEARING OF S 44° 03' 27" E AND A CHORD OF 23.78 FEET; (3) ALONG THE ARC OF SAID CURVE 23.80 FEET TO THE POINT OF TANGENCY, (4) S 47° 40' 34" E 8.42 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 00° 44' 24", A CHORD BEARING OF S 46° 22' 55" W AND A CHORD OF 19.35 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 19.35 FEET TO THE POINT OF TANGENCY; THENCE S 46° 00' 43" W 73.26 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING WEST OF LOT 5 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE S 00° 51' 52" E, ALONG SAID CENTERLINE, 39.03 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING NORTH OF LOT 4 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE N 89° 48' 38" W, ALONG SAID CENTERLINE, 40.88 FEET; THENCE S 45° 00' 43" W 224.00 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING WEST OF LOT 7 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE S 00° 49' 39" E, ALONG SAID CENTERLINE, 306.23 FEET; THENCE N 89° 57' 14" W, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID LOT 7 AND THE EXTENSION THEREOF, 307.20 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID LOT 7; THENCE N 00° 48' 10" W, ALONG THE WEST BOUNDARY OF SAID LOT 7, 190.75 FEET; THENCE S 89° 16' 12" E 4.73 FEET; THENCE N 00° 07' 00" W 20.22 FEET TO THE NORTH BOUNDARY OF SAID LOT 7; THENCE N 89° 52' 22" W, ALONG SAID NORTH BOUNDARY, 4.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE N 00° 48' 10" W, 30.00 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING NORTH OF SAID LOT 7; THENCE N 89° 52' 22" W, ALONG THE CENTERLINE AND THE EXTENSION THEREOF OF A VACATED UNNAMED STREET LYING NORTH OF LOT 8 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE, 186.89 FEET TO THE CURVED EASTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION'S RAILROAD; SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A DELTA OF 02° 45' 11", A RADIUS OF 3650.00 FEET, A CHORD BEARING OF N 29° 06' 50" W AND A CHORD OF 175.36 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 175.38 FEET TO THE POINT OF TANGENCY; THENCE N 30° 29' 25" W, ALONG SAID RIGHT OF WAY, 545.97 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH MAIN STREET; THENCE N 00° 45' 57" W, ALONG SAID EAST RIGHT OF WAY LINE, 53.23 FEET TO THE NORTH BOUNDARY OF SAID NE 1/4 OF THE NE 1/4; THENCE S 89° 38' 54" E, ALONG SAID NORTH BOUNDARY, 188.30 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C. DENT LANIER BY SEABOARD COAST LINE RAILROAD COMPANY IN A DEED DATED JUNE 23, 1980, SAID CORNER BEING ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 287.95 FEET, A DELTA OF 57° 31' 38", A CHORD BEARING OF S 83° 17' 30" E AND A CHORD OF 277.12 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING TWO (2) COURSES, (1) ALONG THE ARC OF SAID CURVE, 289.11 FEET TO THE POINT OF TANGENCY; (2) N 87° 58' 41" E 109.34 FEET TO THE SOUTHEAST CORNER OF SAID CERTAIN PARCEL OF LAND AND THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 814, PAGE 1371, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING TWO (2) CALLS, (1) S 00° 20' 42" W 110.07 FEET; (2) N 87° 46' 45" E 199.73 FEET TO THE CURVED WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 405, PAGE 1974, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 383.50 FEET, A DELTA OF 35° 25' 01", A CHORD BEARING OF S 29° 31' 21" W AND A CHORD OF 234.52 FEET; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING SEVEN (7) COURSES, (1) ALONG THE ARC OF SAID CURVE 238.29 FEET, (2) S 89° 38' 54" E 32.71 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 353.50 FEET, A DELTA OF 40° 57' 19", A CHORD BEARING OF N 33° 20' 43" E AND A CHORD OF 247.34 FEET; (3) ALONG THE ARC OF SAID CURVE 252.88 FEET, (4) N 87° 46' 45" E 32.35 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 334.50 FEET, A DELTA OF 44° 53' 10", A CHORD BEARING OF S 35° 57' 15" W AND A CHORD OF 256.93 FEET (5) ALONG THE ARC OF SAID CURVE 263.62 FEET, (6) S 89° 38' 54" E 279.50 FEET, (7) N 46° 00' 43" E 99.74 FEET; THENCE CONTINUE N 46° 00' 43" E 53.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 00° 13' 52", A CHORD BEARING OF N 46° 07' 40" E AND A CHORD OF 6.29 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 6.29 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

CONTAINING 9.76 ACRES, MORE OR LESS

EXHIBIT A
(Continued)

Description of property at: Brooksville, Hernando County, Florida
To: The City of Brooksville, Florida
CSXT Deed File No.: 1999-00201/KPC

**** OFFICIAL RECORDS ****
BK: 1323 PG: 392

PARCEL "B"

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND THE NE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND OF L.B. PARSONS' ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID NW 1/4 OF THE NW 1/4 THENCE S 00° 51' 58" E, ALONG THE WEST BOUNDARY OF SAID NW 1/4 OF THE NW 1/4, 47.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1880.00 FEET, A DELTA OF 10° 49' 17", A CHORD BEARING OF N 76° 23' 32" E AND A CHORD OF 354.54 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 355.07 FEET TO THE POINT OF TANGENCY; THENCE N 70° 58' 53" E 415.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 50A; THENCE S 00° 41' 34" E, ALONG SAID RIGHT OF WAY LINE, 63.21 FEET; THENCE S 70° 58' 53" W 395.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 19° 16' 37", A CHORD BEARING OF S 61° 20' 35" W AND A CHORD OF 501.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 503.98 FEET; THENCE N 36° 40' 27" W 17.81 FEET; THENCE S 53° 19' 39" W 60.20 FEET; THENCE S 36° 48' 02" E 20.72 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 01° 34' 24", A CHORD BEARING OF S 48° 36' 49" W AND A CHORD OF 41.14 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 41.14 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF BROOKSVILLE BY SEABOARD SYSTEM RAILROAD, INC. IN A DEED DATED JUNE 27, 1985; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES, (1) N 47° 40' 34" W 10.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 160.40 FEET, A DELTA OF 07° 14' 15", A CHORD BEARING OF N 44° 03' 26" W AND A CHORD OF 20.25 FEET, (2) ALONG THE ARC OF SAID CURVE 20.26 FEET; (3) N 49° 33' 41" E 26.00 FEET TO A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 134.40 FEET, A DELTA OF 12° 43' 40", A CHORD BEARING OF N 34° 04' 29" W AND A CHORD OF 29.79 FEET, (4) ALONG THE ARC OF SAID CURVE 29.86 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 08° 00' 58", A CHORD BEARING OF N 52° 52' 57" E AND A CHORD OF 217.80 FEET; THENCE, ALONG THE ARC OF SAID CURVE 217.98 FEET TO THE EAST BOUNDARY OF SAID L.B. PARSONS ADDITION AND THE EAST BOUNDARY OF SAID NE 1/4 OF THE NE 1/4; THENCE N 00° 51' 58" W 84.51 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. CONTAINING 1.58 ACRES, MORE OR LESS.

PARCEL "C"

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SW 1/4 OF THE SW 1/4, SE 1/4 OF THE SW 1/4, SW 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE SW 1/4; THENCE S 00° 51' 58" E, ALONG THE WEST BOUNDARY OF THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 19 EAST, 47.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1880.00 FEET, A DELTA OF 10° 49' 17", A CHORD BEARING OF N 76° 23' 32" E AND A CHORD OF 354.54 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 355.07 FEET TO THE POINT OF TANGENCY; THENCE N 70° 58' 53" E 520.64 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 50A AND THE POINT OF BEGINNING; THENCE N 70° 58' 53" E 520.71 FEET TO THE WEST BOUNDARY OF SAID SE 1/4 OF THE SW 1/4; THENCE N 00° 14' 57" E, ALONG SAID WEST BOUNDARY, 74.15 FEET; THENCE N 70° 58' 53" E 2598.37 FEET TO THE NORTH BOUNDARY OF SAID SW 1/4 OF THE SE 1/4; THENCE N 89° 51' 44" E 200.43 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4; THENCE N 00° 01' 28" W, ALONG THE WEST BOUNDARY OF SAID NE 1/4 OF THE SE 1/4, 26.29 FEET; THENCE N 70° 58' 53" E 1382.06 FEET TO THE WEST RIGHT OF WAY LINE OF JASMINE DRIVE; THENCE S 00° 16' 20" E, ALONG SAID RIGHT OF WAY LINE, 126.72 FEET; THENCE S 70° 58' 53" W 1382.64 FEET TO THE WEST BOUNDARY OF SAID SE 1/4 OF THE SE 1/4; THENCE S 00° 01' 28" E, ALONG SAID WEST BOUNDARY, 42.30 FEET; THENCE S 70° 58' 53" W 2809.41 FEET TO THE EAST BOUNDARY OF SAID SW 1/4 OF THE SW 1/4; THENCE N 00° 14' 57" E, ALONG SAID EAST BOUNDARY, 74.15 FEET; THENCE S 70° 58' 53" W 519.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 50A; THENCE N 00° 41' 34" W, ALONG SAID RIGHT OF WAY LINE, 63.21 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. CONTAINING 17.26 ACRES, MORE OR LESS.

FLORIDA COMMUNITIES TRUST

Linda Meyer
Witness Name: LINDA MEYER

James F. Murley
James F. Murley, Chair

Janice D. Rubino
Witness Name:

Date: 12/29/98

Accepted as to Legal Form and Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel

Date: 12/29/98

STATE OF FLORIDA
COUNTY OF LEON

D. Steven Puffer

The foregoing instrument was acknowledged before me this 29th day of December, 1998 by JAMES F. MURLEY, as Chair of the Florida Communities Trust. He is personally known to me.



Janice D. Rubino
MY COMMISSION # 00795638 EXPIRES
December 10, 2000
BONDING PUBLIC SURETY COMPANY OF FLORIDA, INC.

Janice D. Rubino
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

7
8

Doc# 2006021515
Hernando County, Florida
03/13/2006 3:34PM
KAREN NICOLAI, Clerk

This instrument prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

OFFICIAL RECORDS
BK: 2217 PG: 716

Record and Return to:

City of Brooksville
201 Howard Ave R
Brooksville, FL 34601

FLORIDA COMMUNITIES TRUST
AWARD #95-029-P56
FCT Contract#99-CT-3A-05-56-J1-029

AMENDMENT I
GRANT AWARD AGREEMENT

THIS AMENDMENT I to the GRANT AWARD AGREEMENT is entered into this ~~20th~~ day of ~~FEBRUARY~~ 2006, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF BROOKSVILLE, a political subdivision of the State of Florida ("Recipient"), in order to amend the legal description of the Grant Award Agreement.

WHEREAS, FCT and Recipient entered into a Grant Award Agreement dated December 29, 1998 and recorded on February 25, 2000, in Official Records Book 1323, page 382, Public Records of Hernando County, Florida, at the time of the acquisition of the Project Site, as described in Exhibit "A" to the Grant Award Agreement; and

WHEREAS, FCT and Recipient desire to amend the legal description of the property as described in Exhibit A to the Grant Award Agreement to delete a portion of the property from the Project Site to benefit the Jasmine Drive Realignment project.

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

To amend the legal description contained in Exhibit A of the Grant Award Agreement dated December 29, 1998, and recorded February 25, 2000, in Official Records Book 1323, pages 382, Public Records of Hernando County, Florida, the legal description described in Exhibit A.1 of this Amendment shall supersede the description attached in Exhibit A of the Grant Award Agreement. All restrictions and covenants contained in the Grant Award Agreement are applicable and extended to include the property as described in Exhibit A.1 attached hereto.

FLORIDA COMMUNITIES TRUST

[Signature]
Witness Name:

[Signature]
Kimball Love, Division Director
Housing and Community Development

[Signature]
Witness Name:

Date: 2-20-06

Accepted as to Legal Form and
Sufficiency:
[Signature]
Kristen L. Coons, Trust Counsel
Date: Feb 16, 2007

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of
February, 2007, by Kimball Love, as Division Director of Housing and Community
Development. She is personally known to me.

[Signature]
Notary Public
Print Name: Gayle A. Brett
Commission No: 100131569
My Commission Expires: October 6, 2010

Exhibit "A.I" to Amendment I to Grant Award Agreement

A PARCEL OF LAND LYING IN AND BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND OF L.B. PARSONS' ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NE 1/4, THENCE S 00° 51' 58" E, ALONG THE EAST BOUNDARY OF SAID NE 1/4 OF THE NE 1/4, 131.75 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 10° 38' 51", A CHORD BEARING OF S 51° 34' 01" W AND A CHORD OF 289.10 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 289.52 FEET TO THE CURVED WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF BROOKSVILLE BY SEABOARD SYSTEM RAILROAD, INC. IN A DEED DATED JUNE 27, 1985, AND THE POINT OF BEGINNING, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 204.40 FEET, A DELTA OF 07° 37' 10", A CHORD BEARING OF S 36° 37' 44" E AND A CHORD OF 27.16 FEET; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES, (1) ALONG THE ARC OF SAID CURVE 27.16 FEET, (2) N 49° 33' 41" E 16.00 FEET TO A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 188.40 FEET, A DELTA OF 07° 14' 15", A CHORD BEARING OF S 44° 03' 27" E AND A CHORD OF 23.78 FEET; (3) ALONG THE ARC OF SAID CURVE 23.80 FEET TO THE POINT OF TANGENCY, (4) S 47° 40' 34" E 8.42 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 00° 44' 24", A CHORD BEARING OF S 46° 22' 55" W AND A CHORD OF 19.35 FEET, THENCE, ALONG THE ARC OF SAID CURVE, 19.35 FEET TO THE POINT OF TANGENCY; THENCE S 46° 00' 43" W 73.26 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING WEST OF LOT 5 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE, THENCE S 00° 51' 52" E, ALONG SAID CENTERLINE, 39.03 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING NORTH OF LOT 4 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE N 89° 48' 38" W, ALONG SAID CENTERLINE, 40.88 FEET; THENCE S 46° 00' 43" W 224.00 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING WEST OF LOT 7 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE S 00° 49' 39" E, ALONG SAID CENTERLINE, 306.23 FEET; THENCE N 89° 57' 14" W, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID LOT 7 AND THE EXTENSION THEREOF, 307.20 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID LOT 7; THENCE N 00° 48' 10" W, ALONG THE WEST BOUNDARY OF SAID LOT 7, 190.75 FEET; THENCE S 89° 16' 12" E 4.73 FEET, THENCE N 00° 07' 00" W 20.22 FEET TO THE NORTH BOUNDARY OF SAID LOT 7, THENCE N 89° 52' 22" W, ALONG SAID NORTH BOUNDARY, 4.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, THENCE N 00° 48' 10" W, 30.00 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING NORTH OF SAID LOT 7; THENCE N 89° 52' 22" W, ALONG THE CENTERLINE AND THE EXTENSION THEREOF OF A VACATED UNNAMED STREET LYING NORTH OF LOT 8 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE, 186.69 FEET TO THE CURVED EASTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION'S RAILROAD; SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A DELTA OF 02° 45' 11", A RADIUS OF 3650.00 FEET, A CHORD BEARING OF N 29° 06' 50" W AND A CHORD OF 175.36 FEET, THENCE, ALONG THE ARC OF SAID CURVE, 175.38 FEET TO THE POINT OF TANGENCY; THENCE N 30° 29' 25" W, ALONG SAID RIGHT OF WAY, 545.97 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH MAIN STREET; THENCE N 00° 45' 57" W, ALONG SAID EAST RIGHT OF WAY LINE, 53.23 FEET TO THE NORTH BOUNDARY OF SAID NE 1/4 OF THE NE 1/4; THENCE S 89° 38' 54" E, ALONG SAID NORTH BOUNDARY, 188.30 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C. DENT LANIER BY SEABOARD COAST LINE RAILROAD COMPANY IN A DEED DATED JUNE 23, 1980, SAID CORNER BEING ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 287.95 FEET, A DELTA OF 57° 31' 38", A CHORD BEARING OF S 63° 17' 30" E AND A CHORD OF 277.12 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING TWO (2) COURSES, (1) ALONG THE ARC OF SAID CURVE, 289.11 FEET TO THE POINT OF TANGENCY; (2) N 87° 58' 41" E 109.34 FEET TO THE SOUTHEAST CORNER OF SAID CERTAIN PARCEL OF LAND AND THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 814, PAGE 1311, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING TWO (2) CALLS, (1) S 00° 20' 42" W 110.07 FEET; (2) N 87° 46' 45" E 199.73 FEET TO THE CURVED WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 405, PAGE 1974, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 385.50 FEET, A DELTA OF 35° 25' 01", A CHORD BEARING OF S 29° 31' 21" W AND A CHORD OF 234.52 FEET, THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING SEVEN (7) COURSES, (1) ALONG THE ARC OF SAID CURVE 238.29 FEET, (2) S 89° 38' 54" E 32.71 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 353.50 FEET, A DELTA OF 40° 57' 19", A CHORD BEARING OF N 33° 20' 43" E AND A CHORD OF 247.34 FEET; (3) ALONG THE ARC OF SAID CURVE 252.68 FEET, (4) N 87° 46' 45" E 32.35 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 336.50 FEET, A DELTA OF 44° 53' 10", A CHORD BEARING OF S 35° 57' 15" W AND A CHORD OF 256.93 FEET (5) ALONG THE ARC OF SAID CURVE 263.62 FEET, (6) S 89° 38' 54" E 279.50 FEET, (7) N 46° 00' 43" E 99.74 FEET; THENCE CONTINUE N 46° 00' 43" E 53.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 00° 13' 52", A CHORD BEARING OF N 46° 07' 40" E AND A CHORD OF 6.29 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 6.29 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

CONTAINING 9.76 ACRES, MORE OR LESS

GAA\95-029-P56

AMENDI/Oct. 14, 2005

AND ALSO:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND THE NE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND OF L.B. PARSONS' ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID NW 1/4 OF THE NW 1/4 THENCE S 00° 51' 58" E, ALONG THE WEST BOUNDARY OF SAID NW 1/4 OF THE NW 1/4, 47.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1880.00 FEET, A DELTA OF 10° 49' 17", A CHORD BEARING OF N 76° 23' 32" E AND A CHORD OF 354.54 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 355.07 FEET TO THE POINT OF TANGENCY; THENCE N 70° 58' 53" E 415.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 50A; THENCE S 00° 41' 34" E, ALONG SAID RIGHT OF WAY LINE, 63.21 FEET; THENCE S 70° 58' 53" W 395.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 19° 16' 37", A CHORD BEARING OF S 61° 20' 35" W AND A CHORD OF 501.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 503.98 FEET; THENCE N 36° 40' 27" W 17.81 FEET; THENCE S 53° 19' 39" W 60.20 FEET; THENCE S 36° 48' 02" E 20.72 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 01° 34' 24", A CHORD BEARING OF S 48° 36' 49" W AND A CHORD OF 41.14 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 41.14 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF BROOKSVILLE BY SEABOARD SYSTEM RAILROAD, INC. IN A DEED DATED JUNE 27, 1985; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES, (1) N 47° 40' 34" W 10.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 160.40 FEET, A DELTA OF 07° 14' 15", A CHORD BEARING OF N 44° 03' 26" W AND A CHORD OF 20.25 FEET, (2) ALONG THE ARC OF SAID CURVE 20.26 FEET; (3) N 49° 33' 41" E 26.00 FEET TO A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 134.40 FEET, A DELTA OF 12° 43' 40", A CHORD BEARING OF N 34° 04' 29" W AND A CHORD OF 29.79 FEET, (4) ALONG THE ARC OF SAID CURVE 29.86 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 08° 00' 58", A CHORD BEARING OF N 52° 52' 57" E AND A CHORD OF 217.80 FEET; THENCE, ALONG THE ARC OF SAID CURVE 217.98 FEET TO THE EAST BOUNDARY OF SAID L.B. PARSONS ADDITION AND THE EAST BOUNDARY OF SAID NE 1/4 OF THE NE 1/4; THENCE N 00° 51' 58" W 84.51 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD CONTAINING 1.58 ACRES, MORE OR LESS.

PARCEL "C"

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SW 1/4 OF THE SW 1/4, SE 1/4 OF THE SW 1/4, SW 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE SW 1/4; THENCE S 00° 51' 58" E, ALONG THE WEST BOUNDARY OF THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 19 EAST, 47.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1880.00 FEET, A DELTA OF 10° 49' 17", A CHORD BEARING OF N 76° 23' 32" E AND A CHORD OF 354.54 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 355.07 FEET TO THE POINT OF TANGENCY; THENCE N 70° 58' 53" E 520.64 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 50A AND THE POINT OF BEGINNING; THENCE N 70° 58' 53" E 520.71 FEET TO THE WEST BOUNDARY OF SAID SE 1/4 OF THE SW 1/4; THENCE N 00° 14' 57" E, ALONG SAID WEST BOUNDARY, 74.15 FEET; THENCE N 70° 58' 53" E 2596.37 FEET TO THE NORTH BOUNDARY OF SAID SW 1/4 OF THE SE 1/4; THENCE N 89° 51' 44" E 200.43 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4; THENCE N 00° 01' 28" W, ALONG THE WEST BOUNDARY OF SAID NE 1/4 OF THE SE 1/4, 26.29 FEET; THENCE N 70° 58' 53" E 1382.06 FEET TO THE WEST RIGHT OF WAY LINE OF JASMINE DRIVE; THENCE S 00° 16' 20" E, ALONG SAID RIGHT OF WAY LINE, 126.72 FEET; THENCE S 70° 58' 53" W 1382.64 FEET TO THE WEST BOUNDARY OF SAID SE 1/4 OF THE SE 1/4; THENCE S 00° 01' 28" E, ALONG SAID WEST BOUNDARY, 42.30 FEET; THENCE S 70° 58' 53" W 2809.41 FEET TO THE EAST BOUNDARY OF SAID SW 1/4 OF THE SW 1/4; THENCE N 00° 14' 57" E, ALONG SAID EAST BOUNDARY, 74.15 FEET; THENCE S 70° 58' 53" W 519.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 50A; THENCE N 00° 41' 34" W, ALONG SAID RIGHT OF WAY LINE, 63.21 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD CONTAINING 17.26 ACRES MORE OR LESS.

AND ALSO:

Begin at the intersection of the South right-of-way boundary of Russell Avenue with the East right-of-way boundary of Main Street in the town of Brooksville, Florida, and run thence Southeasterly along the South boundary line of Russell Avenue 127 feet; thence Southwesterly 96.5 feet to the Northerly boundary of the parcel as described in Book 19, Page 264; thence Southeasterly along said Northerly boundary of said last described parcel 24.5 feet; thence South 36 feet to the south Section Line of Section 22, Township 22 South, Range 19 East; thence West along said Section Line to the Eastern right-of-way boundary of Main Street; thence North 184 feet, more or less, to point of beginning; being a part of Russell's Audition to the town of Brooksville, Florida, all lying and being in Southeast 1/4 of the Southeast 1/4 of Section 22, Township 22 South, Range 19 East.

AND: Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 22, said corner being 4.55 feet West of the centerline of South Main Street at the intersection with the South Boundary of said Section 22, run thence South 89°51'00" East along said South Boundary of Section 22, for 121.15 feet; thence due North 36.15 feet to the Point of Beginning. Run thence North 54°26'00" West for 24.50; thence North 33°12'16" East for 101.28 feet to a point on the Southwesterly right-of-way of Russell Avenue; thence South 19°44'45" West for 105.18 feet to the point of beginning.

AND ALSO:

FROM THE NE CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, RUN THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 266.00 FEET; THENCE SOUTH A DISTANCE OF 164.15 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING 8.5 FEET SOUTH OF THE CENTER LINE OF GRANTOR'S FORMER INTERCHANGE TRACK NO. 12; THENCE SOUTH A DISTANCE OF 191.03 FEET TO A POINT LYING 30.00 FEET NORTHWESTERLY OF THE CENTER LINE OF GRANTOR'S NORTH WYE TRACK NO. 1; THENCE S 45° 32' 54" W, 30 FEET FROM AND PARALLEL WITH SAID NORTH WYE TRACK NO. 1, A DISTANCE OF 99.74 FEET; THENCE WEST A DISTANCE OF 279.66 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST WITH SAID POINT LYING 8.72 FEET EAST OF THE CENTER LINE OF GRANTOR'S INDUSTRIAL TRACK NO. 13; THENCE NORTHEASTERLY, 8.5 FEET EAST OF AND CONCENTRIC WITH THE CENTER LINE OF SAID INDUSTRIAL TRACK NO. 13 AND SAID FORMER INTERCHANGE TRACK NO. 12, ALONG SAID CURVE AN ARC DISTANCE OF 453.55 FEET (CENTRAL ANGLE 77° 13' 31", RADIUS OF 336.5 FEET, CHORD AND CHORD BEARING OF 419.99 FEET AND N 51° 45' 44" E); THENCE N 87° 31' 43" E, 8.5 FEET SOUTH OF AND PARALLEL WITH SAID CENTER LINE OF SAID FORMER INTERCHANGE TRACK NO. 12, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES, MORE OR LESS, LESS PUBLIC RIGHT OF WAY.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHEAST CORNER OF LOT NO. 5, OF L.B. PARSON'S ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7 OF THE PUBLIC RECORDS, HERMANO COUNTY, FLORIDA AND THENCE GO WEST, ALONG THE NORTH BOUNDARY OF SAID LOT 5 A DISTANCE OF 354.19 FEET; THENCE GO SOUTH 22° 11' 20" EAST A DISTANCE 178.25 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 89° 31' 43" EAST A DISTANCE OF 20.89 FEET; THENCE GO SOUTH A DISTANCE OF 52.07 FEET; THENCE GO NORTH 22° 11' 20" WEST A DISTANCE OF 55.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

**OFFICIAL RECORDS
BK: 2217 PG: 722**

A portion of the Southwest 1/4 of Section 24, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 24; thence along the West boundary of the Southwest 1/4 of said Section 24, N 00°16'43"W., a distance of 1,604.16 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad, N 70°57'12"E., a distance of 31.69 feet to the East maintained right-of-way of Jasmine Drive per Right-of-way Book 2, Pages 29 through 36 of the Public Records of Hernando County, Florida, for a POINT OF BEGINNING; thence along the East maintained right-of-way of said Jasmine Drive, N 00°16'35"W., a distance of 126.74 feet to the Northerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Northerly right-of-way line of said former Seaboard Coastline Railroad, N 70°57'12"E., a distance of 279.25 feet; thence S 19°02'48"E., a distance of 120.00 feet to the Southerly right-of-way line of the former Seaboard Coastline Railroad; thence along the Southerly right-of-way line of said former Seaboard Coastline Railroad, S 70°57'12"W., a distance of 320.03 feet to the

END OF LEGAL DESCRIPTION

R This Document Prepared By and Return to:
Joseph E. Johnston, Jr.
Johnston & Sasser, P.A.
29 S. Brooksville Avenue
Brooksville, FL 34601

1050

FILE# 2000-008720
HERNANDO COUNTY, FLORIDA

RCD Feb 29 2000 03:39pm
KAREN NICOLAI, CLERK

Parcel ID Number: R22 222 19 3410 0000 0170
Grantee #1 TIN:
Grantee #2 TIN:

DEED DOC STAMP 220.50
02/29/00 Deputy Clk

Warranty Deed

This Indenture, Made this 28th day of February, 2000 A.D. Between Loucile H. Bacon, a single woman

of the County of Hernando, State of Florida, grantor, and City of Brooksville, a municipal corporation

whose address is: 201 North Howell Avenue, Brooksville, FL 34601, and 2555 Shumard Oak Boulevard, Tallahassee, FL 32399

of the County of Hernando, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Hernando State of Florida to wit:

A part of RUSSELL'S ADDITION to the Town of Brooksville, Florida, lying and being a part of the SE 1/4 of SE 1/4 of Section 22, Township 22 South, Range 19 East, Hernando County, Florida, as more particularly described on the attached Exhibit "A".

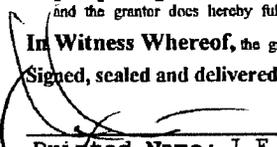
SUBJECT TO easements as contained in deeds recorded in O.R. Book 616, pages 116 and 118, and O.R. Book 1223, page 1024, public records of Hernando County, Florida.

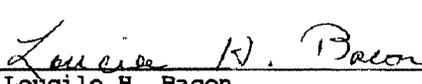
BY acceptance of this Warranty Deed, Grantee herein hereby agrees that the use of the property described above shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement recorded in O.R. Book 1323, page 382, public records of Hernando County, Florida. These covenants and restrictions shall run with the property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the Grantee or by some third party with the knowledge of the Grantee, fee simple title to the property shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to Grantee, its successors and assigns, and Grantee, its successors and assigns shall forfeit all right, title and interest in and to the property described herein.

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

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: J.E. Johnston III
Witness

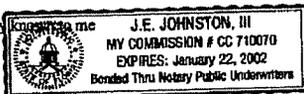
 (Seal)
Loucile H. Bacon
P.O. Address: 927 Old Hammock Road, Brooksville, FL 34601


Printed Name: ROXANNE J. BASSETT
Witness

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 28th day of February, 2000 by Loucile H. Bacon, a single woman

she is personally known to me



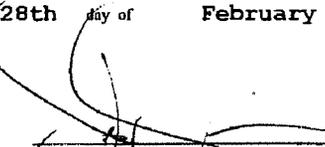

Printed Name:
Notary Public
My Commission Expires:

EXHIBIT "A" **** OFFICIAL RECORDS ****
Legal Description **BK: 1323 PG: 1548**

Begin at the intersection of the South right-of-way boundary of Russell Avenue with the East right-of-way boundary of Main Street in the town of Brooksville, Florida, and run thence Southeasterly along the South boundary line of Russell Avenue 127 feet; thence Southwesterly 96.5 feet to the Northerly boundary of the parcel as described in Book 19, Page 264; thence Southeasterly along said Northerly boundary of said last described parcel 24.5 feet; thence South 36 feet to the south Section Line of Section 22, Township 22 South, Range 19 East; thence West along said Section Line to the Eastern right-of-way boundary of Main Street; thence North 184 feet, more or less, to point of beginning; being a part of Russell's Audition to the town of Brooksville, Florida, all lying and being in Southeast 1/4 of the Southeast 1/4 of Section 22, Township 22 South, Range 19 East.

AND: Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 22, said corner being 4.55 feet West of the centerline of South Main Street at the intersection with the South Boundary of said Section 22, run thence South 89°51'00" East along said South Boundary of Section 22, for 121.15 feet; thence due North 36.15 feet to the Point of Beginning. Run thence North 54°26'00" West for 24.50; thence North 33°12'16" East for 101.28 feet to a point on the Southwesterly right-of-way of Russell Avenue; thence South 19°44'45" West for 105.18 feet to the point of beginning.

August 26, 1998
95-029-P56

CORRECTIVE CONFIRMATORY QUITCLAIM DEED

SPACE BELOW FOR RECORDER'S USE

L-24.00

THIS CORRECTIVE CONFIRMATORY QUITCLAIM DEED, made this 8th day of February, A D. 2002 between CSX Transportation, Inc. a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, FL 32202, hereinafter called "Grantor", and The City of Brooksville, a municipality within Hernando County whose mailing address is 26 South Brooksville Avenue, Brooksville, FL 34601, hereinafter called "Grantee", WITNESSETH:

**** OFFICIAL RECORDS ****
BK: 1501 PG: 330

FILE# 2002-008665
HERNANDO COUNTY, FLORIDA

RCD 02M 13 2002 03:05pm
KAREN NICOLAI, CLERK

DEED DOC STAMPS 0.70
02/13/02 *AL* **Deputy Clk**

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

WHEREAS, by deed dated February 11, 2000, recorded among the Public Land Records of Hernando County, Florida in Official Records Book 1323, Page 394 (the "Deed"), Grantor conveyed to Grantee land, situated, lying and being in the City of Brooksville, County of Hernando, Florida described in Exhibit A attached thereto; and

WHEREAS, the Exhibit A inadvertently omitted a parcel of land; and

WHEREAS, Grant is agreeable to executing a corrective deed for the purpose of correcting the omission.

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 U. S. DOLLARS (\$1.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM, unto GRANTEE, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following described land, situate, lying and being in the City of Brooksville County of Hernando Florida, described as follows:

SEE ATTACHED EXHIBIT "A" and by this reference made a part hereof.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

By acceptance of this deed, Grantee herein hereby agrees that the use of the Premises described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement recorded in Official Record Book 1323, Page 382, Public Records of Hernando County, Florida. These covenants and restrictions shall run with the Premises herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the Grantee or by some third party with the knowledge of the Grantee, fee simple title to the Premises described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to Grantee, its successors and assigns, and Grantee, its successors and assigns shall forfeit all right, title and interest in and to the Premises described herein.

IN WITNESS WHEREOF, Grantor, pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to hereunto affixed the day and year first above written.

Signed, sealed and delivered in our presence:
Karen P. Clarke
 Witness: Karen P. Clarke
Tabatha D. Ramsey
 Witness: Tabatha D. Ramsey

Approved as to Legal Form
[Signature]

CSX TRANSPORTATION, INC.
 By: *J. Randall Evans*
 Name: J. Randall Evans
 Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 8th day of February, 2002, by J. Randall Evans, (s)he is the Vice President of CSX Transportation, Inc., as Grantor. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a/their current driver license(s).
- produced _____ as identification.

He/she is fully informed of the contents of the instrument, (s)he knows the seal of said corporation, the seal affixed to said instrument is such seal, it was so affixed by the authority of the Board of Directors of said corporation, (s)he signed his/her name thereto for said corporation pursuant to Board authority, and instrument is the free and deed of said corporation, and the conveyance herein is not part of a transaction, sale, or lease, exchange, or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 8th day of February, 2002.

(NOTARY PUBLIC)
SEAL



Tabatha Ramsey
My Commission DD036445
Expires June 25, 2005

Tabatha Ramsey
NOTARY PUBLIC

Tabatha Ramsey
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD036445

My Commission Expires: June 25, 2005

Description of property at: Brooksville, Hernando County, Florida
To: The City of Brooksville, Florida
CSXT Deed File No.: 1999-00201/KPC

PARCEL "A"

A PARCEL OF LAND LYING IN AND BEING A PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND OF L.B. PARSONS' ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NE 1/4; THENCE S 00° 51' 58" E, ALONG THE EAST BOUNDARY OF SAID NE 1/4 OF THE NE 1/4, 131.75 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 10° 38' 51", A CHORD BEARING OF S 51° 34' 01" W AND A CHORD OF 289.10 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 289.52 FEET TO THE CURVED WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF BROOKSVILLE BY SEABOARD SYSTEM RAILROAD, INC. IN A DEED DATED JUNE 27, 1985, AND THE POINT OF BEGINNING, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 204.40 FEET, A DELTA OF 07° 37' 10", A CHORD BEARING OF S 36° 37' 44" E AND A CHORD OF 27.16 FEET; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES, (1) ALONG THE ARC OF SAID CURVE 27.18 FEET; (2) N 49° 33' 41" E 16.00 FEET TO A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 188.40 FEET, A DELTA OF 07° 14' 15", A CHORD BEARING OF S 44° 03' 27" E AND A CHORD OF 23.78 FEET; (3) ALONG THE ARC OF SAID CURVE 23.80 FEET TO THE POINT OF TANGENCY, (4) S 47° 40' 34" E 8.42 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 00° 44' 24", A CHORD BEARING OF S 46° 22' 55" W AND A CHORD OF 19.35 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 19.35 FEET TO THE POINT OF TANGENCY; THENCE S 46° 00' 43" W 73.26 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING WEST OF LOT 5 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE S 00° 51' 52" E, ALONG SAID CENTERLINE, 39.03 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING NORTH OF LOT 4 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE N 89° 48' 38" W, ALONG SAID CENTERLINE, 40.88 FEET; THENCE S 46° 00' 43" W 224.00 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING WEST OF LOT 7 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE; THENCE S 00° 49' 39" E, ALONG SAID CENTERLINE, 306.23 FEET; THENCE N 89° 57' 14" W, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SAID LOT 7 AND THE EXTENSION THEREOF, 307.20 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID LOT 7; THENCE N 00° 48' 10" W, ALONG THE WEST BOUNDARY OF SAID LOT 7, 190.75 FEET; THENCE S 89° 16' 12" E 4.73 FEET; THENCE N 00° 07' 00" W 20.22 FEET TO THE NORTH BOUNDARY OF SAID LOT 7; THENCE N 89° 52' 22" W, ALONG SAID NORTH BOUNDARY, 4.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE N 00° 48' 10" W, 30.00 FEET TO THE CENTERLINE OF A VACATED UNNAMED STREET LYING NORTH OF SAID LOT 7; THENCE N 89° 52' 22" W, ALONG THE CENTERLINE AND THE EXTENSION THEREOF OF A VACATED UNNAMED STREET LYING NORTH OF LOT 8 OF SAID L.B. PARSONS' ADDITION TO BROOKSVILLE, 186.69 FEET TO THE CURVED EASTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION'S RAILROAD; SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A DELTA OF 02° 45' 11", A RADIUS OF 3850.00 FEET, A CHORD BEARING OF N 29° 06' 50" W AND A CHORD OF 175.36 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 175.38 FEET TO THE POINT OF TANGENCY; THENCE N 30° 29' 25" W, ALONG SAID RIGHT OF WAY, 545.97 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH MAIN STREET; THENCE N 00° 45' 57" W, ALONG SAID EAST RIGHT OF WAY LINE, 53.23 FEET TO THE NORTH BOUNDARY OF SAID NE 1/4 OF THE NE 1/4; THENCE S 89° 38' 54" E, ALONG SAID NORTH BOUNDARY, 188.30 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C. DENT LANIER BY SEABOARD COAST LINE RAILROAD COMPANY IN A DEED DATED JUNE 23, 1980, SAID CORNER BEING ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 287.95 FEET, A DELTA OF 57° 31' 38", A CHORD BEARING OF S 63° 17' 30" E AND A CHORD OF 277.12 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING TWO (2) COURSES, (1) ALONG THE ARC OF SAID CURVE, 289.11 FEET TO THE POINT OF TANGENCY; (2) N 87° 58' 41" E 109.34 FEET TO THE SOUTHEAST CORNER OF SAID CERTAIN PARCEL OF LAND AND THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 814, PAGE 1311, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING TWO (2) CALLS, (1) S 00° 20' 42" W 110.07 FEET; (2) N 87° 46' 45" E 199.73 FEET TO THE CURVED WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 405, PAGE 1974, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 385.50 FEET, A DELTA OF 35° 25' 01", A CHORD BEARING OF S 29° 31' 21" W AND A CHORD OF 234.52 FEET; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PARCEL THE FOLLOWING SEVEN (7) COURSES, (1) ALONG THE ARC OF SAID CURVE 238.29 FEET, (2) S 89° 38' 54" E 32.71 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 353.50 FEET, A DELTA OF 40° 57' 19", A CHORD BEARING OF N 33° 20' 43" E AND A CHORD OF 247.34 FEET; (3) ALONG THE ARC OF SAID CURVE 252.88 FEET, (4) N 87° 48' 45" E 32.35 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 338.50 FEET, A DELTA OF 44° 53' 10", A CHORD BEARING OF S 35° 57' 15" W AND A CHORD OF 256.93 FEET (5) ALONG THE ARC OF SAID CURVE 263.62 FEET, (6) S 89° 38' 54" E 279.50 FEET, (7) N 46° 00' 43" E 99.74 FEET; THENCE CONTINUE N 46° 00' 43" E 53.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 00° 13' 52", A CHORD BEARING OF N 46° 07' 40" E AND A CHORD OF 6.29 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 6.29 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

CONTAINING 9.76 ACRES, MORE OR LESS.

EXHIBIT A
(Continued)

Description of property at: Brooksville, Hernando County, Florida
To: The City of Brooksville, Florida
CSXT Deed File No.: 1999-00201/KPC

PARCEL "B"

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND THE NE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST AND OF L.B. PARSONS' ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID NW 1/4 OF THE NW 1/4 THENCE S 00° 51' 58" E, ALONG THE WEST BOUNDARY OF SAID NW 1/4 OF THE NW 1/4, 47.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1880.00 FEET, A DELTA OF 10° 49' 17", A CHORD BEARING OF N 76° 23' 32" E AND A CHORD OF 354.54 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 355.07 FEET TO THE POINT OF TANGENCY; THENCE N 70° 58' 53" E 415.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 50A; THENCE S 00° 41' 34" E, ALONG SAID RIGHT OF WAY LINE, 53.21 FEET; THENCE S 70° 58' 53" W 395.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 19° 16' 37", A CHORD BEARING OF S 61° 20' 35" W AND A CHORD OF 501.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 503.98 FEET; THENCE N 36° 40' 27" W 17.81 FEET; THENCE S 53° 19' 39" W 60.20 FEET; THENCE S 36° 48' 02" E 20.72 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1497.95 FEET, A DELTA OF 01° 34' 24", A CHORD BEARING OF S 48° 36' 49" W AND A CHORD OF 41.14 FEET, THENCE, ALONG THE ARC OF SAID CURVE, 41.14 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF BROOKSVILLE BY SEABOARD SYSTEM RAILROAD, INC. IN A DEED DATED JUNE 27, 1985; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES, (1) N 47° 40' 34" W 10.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 160.40 FEET, A DELTA OF 07° 14' 15", A CHORD BEARING OF N 44° 03' 26" W AND A CHORD OF 20.25 FEET, (2) ALONG THE ARC OF SAID CURVE 20.26 FEET; (3) N 49° 33' 41" E 26.00 FEET TO A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 134.40 FEET, A DELTA OF 12° 43' 40", A CHORD BEARING OF N 34° 04' 29" W AND A CHORD OF 29.79 FEET, (4) ALONG THE ARC OF SAID CURVE 29.86 FEET TO A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1557.95 FEET, A DELTA OF 08° 00' 58", A CHORD BEARING OF N 52° 52' 57" E AND A CHORD OF 217.80 FEET; THENCE, ALONG THE ARC OF SAID CURVE 217.98 FEET TO THE EAST BOUNDARY OF SAID L.B. PARSONS ADDITION AND THE EAST BOUNDARY OF SAID NE 1/4 OF THE NE 1/4; THENCE N 00° 51' 58" W 84.51 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. CONTAINING 1.58 ACRES, MORE OR LESS.

PARCEL "C"

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SW 1/4 OF THE SW 1/4, SE 1/4 OF THE SW 1/4, SW 1/4 OF THE SE 1/4, SE 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE SW 1/4; THENCE S 00° 51' 58" E, ALONG THE WEST BOUNDARY OF THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 19 EAST, 47.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1880.00 FEET, A DELTA OF 10° 49' 17", A CHORD BEARING OF N 76° 23' 32" E AND A CHORD OF 354.54 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 355.07 FEET TO THE POINT OF TANGENCY; THENCE N 70° 58' 53" E 520.64 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 50A AND THE POINT OF BEGINNING; THENCE N 70° 58' 53" E 520.71 FEET TO THE WEST BOUNDARY OF SAID SE 1/4 OF THE SW 1/4; THENCE N 00° 14' 57" E, ALONG SAID WEST BOUNDARY, 74.15 FEET; THENCE N 70° 58' 53" E 2596.37 FEET TO THE NORTH BOUNDARY OF SAID SW 1/4 OF THE SE 1/4; THENCE N 89° 51' 44" E 200.43 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4; THENCE N 00° 01' 28" W, ALONG THE WEST BOUNDARY OF SAID NE 1/4 OF THE SE 1/4, 26.29 FEET; THENCE N 70° 58' 53" E 1382.06 FEET TO THE WEST RIGHT OF WAY LINE OF JASMINE DRIVE; THENCE S 00° 16' 20" E, ALONG SAID RIGHT OF WAY LINE, 126.72 FEET; THENCE S 70° 58' 53" W 1382.64 FEET TO THE WEST BOUNDARY OF SAID SE 1/4 OF THE SE 1/4; THENCE S 00° 01' 28" E, ALONG SAID WEST BOUNDARY, 42.30 FEET; THENCE S 70° 58' 53" W 2809.41 FEET TO THE EAST BOUNDARY OF SAID SW 1/4 OF THE SW 1/4; THENCE N 00° 14' 57" E, ALONG SAID EAST BOUNDARY, 74.15 FEET; THENCE S 70° 58' 53" W 519.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 50A; THENCE N 00° 41' 34" W, ALONG SAID RIGHT OF WAY LINE, 53.21 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. CONTAINING 17.26 ACRES, MORE OR LESS.

EXHIBIT A
(Continued)

Description of property at: Brooksville, Hernando County, Florida
To: The City of Brooksville, Florida
CSXT Deed File No.: 1999-00201/KPC

**** OFFICIAL RECORDS ****
BK: 1501 PG: 334

PARCEL "D"
A PARCEL OF LAND LYING IN AND BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE S 00° 16' 20" E, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4, 1252.04 FEET; THENCE N 70° 58' 53" E, 31.68 FEET TO THE MAINTAINED EAST RIGHT OF WAY LINE OF JASMINE DRIVE AND THE POINT OF BEGINNING; THENCE CONTINUE N 70° 58' 53" E 279.26 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 322, PAGE 520, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 19° 01' 07" E, ALONG THE WEST BOUNDARY OF SAID PROPERTY, 120.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE S 70° 58' 53" W 319.98 FEET TO SAID MAINTAINED EAST RIGHT OF WAY LINE; THENCE N 00° 16' 12" W, ALONG SAID RIGHT OF WAY LINE, 126.72 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD. CONTAINING 0.82 ACRE, MORE OR LESS.

Prepared by ~~and return to:~~

Matthew S. McAfee, Esq.
Foley & Lardner
200 Laura Street
Jacksonville, FL 32202
018511/129

**** OFFICIAL RECORDS ****
BK: 1324 PG: 629

FILE# 2000-009158
HERNANDO COUNTY, FLORIDA

RCD Mar 02 2000 03:55pm
KAREN NICOLAI, CLERK

DEED DOC STAMPS 210.00
03/02/00 *NS* Deputy Clk

SPECIAL WARRANTY DEED

Tax Parcel ID#:R27222 193020 00A0 0010

(Reserved for Clerk)

19.50
THIS SPECIAL WARRANTY DEED is made this 25th day of February, 2000, by **THE HOWARD GILMAN FOUNDATION, INC.**, a Delaware corporation, ("Grantor"), having an address of 1000 Osborne Street, St. Marys, GA 31558, FEIN# 13-1824428; in favor of **CITY OF BROOKSVILLE**, a municipality within Hernando County, having an address of 201 Howell Avenue, Brooksville, FL 34601-2041 ("Grantee"), FEIN# _____.

WITNESSETH:

62429
That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property located in Hernando County, Florida ("Property").

(See Exhibit "A" attached hereto and made a part hereof by reference.)

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance is subject to taxes for the year 2000 and subsequent years and easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

RECORD & RETURN TO:

First American Title Insurance Company
255 N. Liberty Street
Jacksonville, Florida 32202

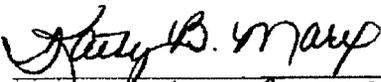


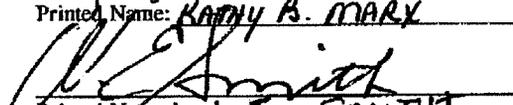
By acceptance of this Special Warranty Deed, Grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement recorded in Official Records Book 1323, Page 382, public records of Hernando County, Florida. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the Grantee or by some third party with the knowledge of the Grantee, fee simple title to the property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to Grantee, its successors and assigns, and Grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

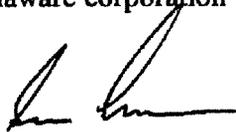
IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**THE HOWARD GILMAN
FOUNDATION, INC.**
a Delaware corporation


Printed Name: KATHY B. MARX


Printed Name: W.E. SMITH

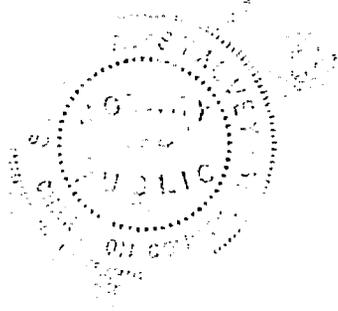
By: 
Printed Name: STEPHEN W. CROPPER
Title: VICE PRESIDENT

STATE OF Georgia
COUNTY OF Charlton

The foregoing instrument was acknowledged before me this 25 day of February, 2000, by Stephen W. Cooper, the Vice President of The Howard Gilman Foundation, Inc., a Delaware corporation, on behalf of the corporation. Such person is: (notary must check applicable box)

- is/are personally known to me.
- produced a current driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}



Sylvia A. Stalvey
Signature of Notary

SYLVIA A. STALVEY
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Notary Public, Charlton County, Georgia
My Commission Expires Dec. 17, 2000.

EXHIBIT A

**** OFFICIAL RECORDS ****
BK: 1324 PG: 632

FROM THE NE CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, RUN THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 266.00 FEET; THENCE SOUTH A DISTANCE OF 164.15 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING 8.5 FEET SOUTH OF THE CENTER LINE OF GRANTOR'S FORMER INTERCHANGE TRACK NO. 12; THENCE SOUTH A DISTANCE OF 191.03 FEET TO A POINT LYING 30.00 FEET NORTHWESTERLY OF THE CENTER LINE OF GRANTOR'S NORTH WYE TRACK NO. 1; THENCE S 45° 32' 54" W, 30 FEET FROM AND PARALLEL WITH SAID NORTH WYE TRACK NO. 1, A DISTANCE OF 99.74 FEET; THENCE WEST A DISTANCE OF 279.66 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST WITH SAID POINT LYING 8.72 FEET EAST OF THE CENTER LINE OF GRANTOR'S INDUSTRIAL TRACK NO. 13; THENCE NORTHEASTERLY, 8.5 FEET EAST OF AND CONCENTRIC WITH THE CENTER LINE OF SAID INDUSTRIAL TRACK NO. 13 AND SAID FORMER INTERCHANGE TRACK NO. 12, ALONG SAID CURVE AN ARC DISTANCE OF 453.55 FEET (CENTRAL ANGLE 77° 13' 31", RADIUS OF 336.5 FEET, CHORD AND CHORD BEARING OF 419.99 FEET AND N 51° 45' 44" E); THENCE N 87° 31' 43" E, 8.5 FEET SOUTH OF AND PARALLEL WITH SAID CENTER LINE OF SAID FORMER INTERCHANGE TRACK NO. 12, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES, MORE OR LESS, LESS PUBLIC RIGHT OF WAY.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHEAST CORNER OF LOT NO. 5, OF L.B. PARSON'S ADDITION TO BROOKSVILLE AS RECORDED IN PLAT BOOK 3, PAGE 7 OF THE PUBLIC RECORDS, HERNANDO COUNTY, FLORIDA AND THENCE GO WEST, ALONG THE NORTH BOUNDARY OF SAID LOT 5 A DISTANCE OF 354.19 FEET; THENCE GO SOUTH 22° 11' 20" EAST A DISTANCE 178.25 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 89° 31' 43" EAST A DISTANCE OF 20.89 FEET; THENCE GO SOUTH A DISTANCE OF 52.07 FEET; THENCE GO NORTH 22° 11' 20" WEST A DISTANCE OF 55.28 FEET TO THE POINT OF BEGINNING.

Being the same legal as that Deed recorded in Official Records Book 405, page 1974, public records of Hernando County, Florida.

R-10.50

WARRANTY DEED

Hernando Historical Museum Association, Inc., a Florida non-profit corporation, the mailing address of which is 601 Museum Court, Brooksville, FL 34601, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations received from City of Brooksville, a Florida municipal corporation, the mailing address of which is 201 Howell Avenue, Brooksville, FL 34601, hereinafter referred to as Grantee, hereby, on this 29th day of January, 2003, conveys to the Grantee that real property located in Hernando County, Florida, described as follows:

See "Exhibit A" attached hereto.

SUBJECT to easements and restrictive covenants of record, if any;

And the Grantor covenants that the property is free of all encumbrances, except as above stated; that lawful seisin of and good right to convey that property are vested in the Grantor; and that the Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused the hand and seal of its authorized representative to be set on the day and year first above written.

WITNESSES:

Hernando Historical Museum Association, Inc.

Arlene Ferrazano
Print name: ARLENE FERRAZANO

By: *Jan Knowles*
Jan Knowles, President

David LaCroix
Print name: David LaCroix

STATE OF FLORIDA

COUNTY OF HERNANDO

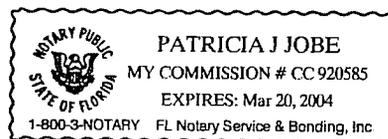
Execution of the foregoing instrument was acknowledged before me this 29th day of January, 2003, by JAN KNOWLES, as president of Hernando Historical Museum Association, Inc., who is personally known to me ~~or has produced~~ _____ as identification and who did not take an oath.

Patricia J. Jobe
NOTARY PUBLIC, STATE OF FLORIDA

Prepared by:
David La Croix, Esq.
123 N. Main Street
Brooksville, FL 34601
(352) 797-6002

My commission expires:

R



RCD 01M 29 2003 03:58pm
KAREN NICOLAI, CLERK

EXHIBIT A

Parcel 1:

Commence at the Southeast corner of Section 22, Township 22 South, Range 19 East and thence go West along the section line of Section 22, a distance of 671.92 feet; thence go South a distance of 34.64 feet to the Point of Beginning; thence continue South a distance of 80.36 feet; thence S 87°35'00" West a distance of 189.50 feet to the P.C. of a curve having a central angle of 57°32'28", a radius of 287.95 feet, a tangent of 158.11 feet, a chord and bearing of N 63°38'46" W, 277.18 feet; thence go along the arc of said curve concave to the Northeast, an arc distance of 289.18 feet; thence go East a distance of 337.14 feet; thence go S 70°58'00" East a distance of 106.38 feet to the Point of Beginning.

Parcel 2:

Starting at the Southeast corner of the intersection of Main Street and Russell Avenue, in the City of Brooksville, Florida, from thence run East along South side of Russell Avenue, a distance of 350 feet for Point of Beginning, from thence run South 42 feet to Point on Section line, from thence run East along Section line, a distance of 80 feet to intersection of Section line and Russell Avenue, from thence run West 82 feet along South side of Russell Avenue to Point of Beginning.

Parcel 3:

A parcel of land lying in and being a part of the Northeast 1/4 of Section 27, Township 22 South, Range 19 East, Hernando County, Florida, and being more particularly described as follows:

Commence at the NE corner of said NE 1/4; thence N 89°38'54" W, along the North boundary of said NE 1/4, 671.94 feet; thence South 17.32 feet to the NW corner of that certain parcel of land described in O.R. 814, Page 1311, Public Records of Hernando County, Florida; thence along the boundary of said certain parcel of land the following five (5) courses:

(1) South 17.41 feet; (2) S 00°17'59" W 80.35 feet; (3) S 87°56'41" W, 79.98 feet, (4) S 00°20'42" W 110.07 feet; (5) N 87°46'45" E 199.73 feet to the Point of Beginning; said Point being on the Westerly boundary of that certain parcel of land described in O.R. 405, Page 1974, Public Records of Hernando County, Florida; thence N 87°28'01" E 53.16 feet to a point on the Easterly boundary of said certain parcel of land; said point being on a curve concave Southeasterly having a radius of 353.50 feet, a delta of 40°57'19", a chord bearing of S 33°20'43" W and a chord of 247.34 feet; thence along the arc of said curve, 252.68 feet to the SE corner of said certain parcel of land, thence N 89°38'54" W, along the South boundary of said certain parcel of land, 32.71 feet to the SW corner of said certain parcel of land; said SW corner being the beginning of a curve concave Southeasterly having a radius of 385.50 feet, a delta of 35°25'01", a chord bearing of N 29°31'21" E and a chord of 234.52 feet; thence along the arc of said curve, 238.29 feet to the Point of Beginning.

AGREEMENT

THIS AGREEMENT is entered into on AUGUST 3, 1998 by and between the City of Brooksville, Florida, a municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601, and the Hernando Historical Museum Association, Inc., a not-for-profit Florida corporation ("Museum") whose principal office address is 601 Museum Court, Brooksville, FL 34601.

WHEREAS, the City and Museum are desirous of participating in the Good Neighbor Trail ("GNT") system which is proposed to terminate at the Russell Street Station; and

WHEREAS, the City and Museum have certain real property assets which will be located at the trailhead site; and

WHEREAS, the City and the Florida Communities Trust ("FCT") have entered into an Agreement that sets forth conditions that must be met prior to the disbursement of FCT Preservation 2000 funds; and

WHEREAS, Museum must also abide by the City/FCT Agreement as it pertains to the management of the trailhead site; and

WHEREAS, the parties hereto, through this Agreement, concur in their duties and responsibilities as it pertains to their respective properties located at the trailhead site.

WITNESSETH

NOW, THEREFORE, the City and Museum mutually agree as follows:

1. The Museum property and improvements will be incorporated into the GNT trailhead facility but will remain under the ownership of the Museum.
2. The Museum, as a project party, will abide by the conceptual approval agreement between the City and FCT (Exhibit "A").
3. The Museum will develop an operating plan for their properties that will permit public access to their facilities.
4. Should the Museum seek funding (grants) to assist in maintaining, restoring, improving or operating their facilities at the site, such funding shall not have conditions which conflict with the terms and conditions of the FCT award.

5. The City shall develop depot parking at a parking lot to be constructed at the trailhead. The Museum will allow four handicapped parking spaces to be constructed adjacent to the depot building.

6. The terms of this Agreement contain the entire understanding between the parties and the Agreement can only be modified in writing by the parties.

IN WITNESS WHEREOF, the parties have executed the Agreement on the dates indicated.

Executed by City on AUGUST 3, 1998.

CITY OF BROOKSVILLE

E.E. Wever, Sr.
E.E. Wever, Sr.
Mayor

ATTEST: Jennifer J. Battista
JENNIFER J. BATTISTA KAREN M. PHILLIPS, CMC
DEPUTY City Clerk

Witnesses as to City:

Patricia DeLoe
Grace Pearl Misicotti

APPROVED AS TO FORM AND CONTENT
FOR THE RELIANCE OF THE CITY OF
BROOKSVILLE ONLY.

Robert B. Battista
ROBERT B. BATTISTA, City Attorney

Executed by Museum on _____, 1998.

HERNANDO HISTORICAL MUSEUM
ASSOCIATION, INC.

Witnesses as to Museum:

Jennifer J. Battista
Karen M. Phillips

By: Jan Knowles (Seal)
Jan Knowles, President

Exhibit A

FCT Contract # 97-CT-3A-95-56-A-029

FLORIDA COMMUNITIES TRUST
P56 AWARD# 95-029-P56

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into on August 20th, 1996, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF BROOKSVILLE (FCT Recipient), a local government of the State of Florida. The intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), that are necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.101, 375.045, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * *

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

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

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

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

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

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

WHEREAS, the FCT Recipient's project, described in an application submitted for evaluation, was selected for funding contingent upon and until the sale of the 1996A Preservation 2000 Bonds and in accordance with Rule Chapter 9K-4, F.A.C., and more particularly described within this Agreement;

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

WHEREAS, the purpose of this Agreement is to set forth the conditions of Conceptual Approval that must be satisfied by FCT Recipient prior to the disbursement of any FCT Preservation 2000 funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series Bond Proceeds.

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

I. GENERAL CONDITIONS

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

2. The name *Conceptual Approval Agreement* is used to indicate that the project has been approved as a concept that was described in FCT Application #95-029-P56. Since the project site has not yet been negotiated for acquisition, some elements of the project are not yet known, such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property. The Conceptual Approval Agreement is in every respect a grant contract between the parties. The Agreement describes activities that will be conducted both prior and subsequent to acquisition of the project site, which is the subject of the application that was submitted and selected for funding by the FCT.

3. Conceptual Approval for funding shall be contingent upon and until the sale of the 1996A Preservation 2000 Bonds, scheduled to occur spring 1996. Upon the sale of the 1996A Bonds, this contingency clause shall be removed by an addendum to this Agreement. Conceptual Approval for funding shall be until November 8, 1996. In the event the project has not been completed in full by November 8, 1996, the Conceptual Approval Agreement must be extended in order that the grant will remain in effect. In advance of the November 8, 1996, date and in sufficient time before a meeting of the FCT governing board that would allow approval of an extension to this Agreement before its expiration, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation in compliance with Rule 9K-4.010(2)(k), F.A.C. If the FCT Recipient does not request an extension, or if an

extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 award granted to the FCT Recipient by the Governing Body shall terminate and all obligations hereunder shall cease.

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

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

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

6. FCT Recipient agrees to make diligent efforts to submit the documentation that is required in this Agreement as soon as is reasonably possible to FCT so that the Project Site may be acquired in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines, whether stated in this Agreement or associated with meetings of the FCT Governing Body, may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being voidable. It is the responsibility of the FCT Recipient to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines.

7. The FCT Preservation 2000 award granted to the FCT Recipient will in no event exceed the lesser of One Hundred percent (100%) of the final total project costs, as defined in Rule 9K-4.002(31), F.A.C., or One Hundred Ninety-Eight Thousand Eight Hundred and 00/100 Dollars (\$198,800.00), unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

8 The grant amount stated in paragraph 7 above is based on the FCT Recipient's estimate of Total Project Costs in application #95-029-P56, as well as limits on awards in the Notice of Application Period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual total Project Costs, defined in Rule 9K-4 002(31), F.A.C., for acquisition of the Project Site. The total project costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the maximum approved purchase price based on appraisal reports that comply with requirements set forth in Rule 9K-6 007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9 The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #95-029-P56. The Governing Body reserves the right to withdraw the FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved. Where the Project Site is comprised of multiple parcels, the Governing Body reserves the right to withdraw the FCT award if the priority parcel(s), identified in the acquisition plan prepared pursuant to Paragraph 4 of Section II below and attached as Exhibit "A" to this Agreement, cannot be acquired.

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

11 The FCT Recipient's local match, if any is required, shall be delivered either in the form of eligible Project Costs prepaid to vendors by the FCT Recipient, or in the form of cash, eligible donation of land value or FCT Recipient's warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the FCT Recipient shall deliver at the closing of each parcel the share of the local match, if any is required, that corresponds to the parcel being closed. The cash expended by the FCT Recipient for eligible Project Costs incurred by the FCT Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the reconciliation statement prepared pursuant to paragraph 10 above. In the event FCT Recipient's application #95-029-P56 represents that land is the source of local match, if any is required, the value attributed to the land local match, if any is required, shall be determined after an appraisal report that complies with the procedures and requirements set forth in Rule 9K-6 007, F.A.C.

12 The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series P56 Funding Cycle on September 14, 1995, at which time the Project Site became part of a list of lands that were approved for consideration for land acquisition. If action initiated by the FCT Recipient that is the local government having jurisdiction over the project site, subsequent to September 14, 1995, results in a governmentally-derived higher value due to an enhanced highest and best use, the FCT acquisition activities will be terminated unless the seller agrees that the appraisal will be done at the highest and best use of the Project Site on or before September 14, 1995.

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

Name:	Lynne M. Bolton
Title:	City Planner
Address:	26 South Brooksville Avenue Brooksville, FL 34601
Phone:	(352) 544-5430
Fax:	(352) 544-5433

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

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

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

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

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

3 As was requested in the letter from FCT to FCT Recipient dated December 20, 1995, no later than March 1, 1996, the FCT Recipient must deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the FCT Recipient and FCT

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

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

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

- a. the FCT Recipient is ready, willing and able to provide the local match, if any is required;
- b. the FCT Recipient reaffirms the representations made in FCT Application #95-029-P56;
- c. the FCT Recipient shall, on the anniversary date of the approval of the project plan by the Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.
- d. the FCT Recipient authorizes the individual named in this paragraph to execute all documents in connection with this project on behalf of the FCT Recipient, including but not limited to the Conceptual Approval Agreement or any addenda thereto, purchase agreement for the property, grant reconciliation statement, closing documents, statements submitted as a part of the project plan, and Grant Award Agreement pursuant to Rule 9K-6.014(6), F.A.C.:

Name:	PAT BRAYTON		
Title:	MAYOR		
Address:	26 S. BROOKSVILLE AVE.		
	BROOKSVILLE, FL. 34601		
Phone:	(352) 544-5407	Fax:	(352) 544-5424

III. PROJECT PLAN APPROVAL

1. Prior to closing of the real estate transaction and final disbursement of award funds by FCT, the FCT Recipient must prepare a project plan that complies with Rule 9K-4 011, F.A.C. This project plan is a compilation of the following items listed below, which must be reviewed and approved by FCT in a meeting of the Governing Body. In the event that the FCT Recipient is a partnership, the FCT Recipient must provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its project plan.

The project plan shall include, and shall not be considered by FCT unless it includes all of the following:

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

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

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

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

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

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

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

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

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

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

4. Pursuant to Rule 9K-4.010(3), F.A.C., the FCT shall publish a Notice of Approval for Preservation 2000 Funds in the Florida Administrative Weekly that shall list each project plan that has received approval for funding and the amount of funding approved. Any person with a substantial interest that is or may be determined by the decision of the FCT to reject or approve the project plan may request an administrative proceeding pursuant to Section 120.57, F.S. within 21 days from publication of the Notice of Approval for Preservation 2000 Funds. Real estate closings associated with the project may close only after expiration of the 21-day notice period, so long as no requests for an administrative proceeding have been filed.

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

FCT RECIPIENT AGREES AS FOLLOWS:

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

2. Title to the Project Site shall be titled in the FCT Recipient, unless the FCT

Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund (Trustees). Such request shall be subject to the approval of FCT and the Trustees. The FCT Recipient hereby elects that title to the Project Site shall be vested in City of Brooksville, FL [Note--insert either the name of FCT Recipient or Board of Trustees of Internal Improvement Trust Fund]. If the FCT Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C.

3. The transfer of title to the FCT Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S., and Rule Chapter 9K-6, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain or be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.045 and 375.051, F.S.; Section 9, Article XII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes. Such covenants and restrictions as are described in this paragraph shall be in the form of a Grant Award Agreement, prepared by FCT, executed by the parties to the Conceptual Approval Agreement and recorded at the time of closing of the Project Site. The recordable Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the recordable Grant Award Agreement are contained in this Conceptual Approval Agreement, with the exception of statements that do not survive the real estate closing of the Project Site.

5. The Grant Award Agreement containing such covenants and restrictions as referenced in paragraph 4 above and describing the real property subject to the Agreement shall be executed by the FCT and FCT Recipient at the time of the conveyance of the Project Site and shall be recorded in the county in which the Project Site is located.

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

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

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

9 The Project Site shall be managed only for the conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the management plan approved by the FCT as a part of the project plan.

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

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

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

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

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

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

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

1 FCT is authorized by Sections 375.045(4) and 380.510(7)(a) and (b), F S , to impose conditions for funding on FCT Recipient in order to ensure that the project complies with the requirements for the use of Preservation 2000 Bond proceeds including without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

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

- a. any sale or lease of any interest in the Project Site to any person or organization;
 - b. the operation of any concession on the Project Site by any person or organization;
 - c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;
 - d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;
 - e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;
 - f. a management contract of the Project Site with any person or organization;
- or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

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

VII. DISALLOWABLE ACTIVITIES/REMEDIES

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

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

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

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Paragraph 1.b. of Section III above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the management plan shall address the following conditions that are particular to the Project Site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-4.010(2)(f), F.A.C.:

1. Outdoor recreational facilities including a multi-purpose paved trail and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. The FCT Recipient shall provide educational programs at the Project Site. The programs shall include guided tours for school groups and the public. Programs would include both historical aspects of the railroad line and topics emphasizing the protection of natural resources. The programs will be conducted on a regularly scheduled and continuing basis.

3 The FCT Recipient shall provide an organized recreational program directed toward the participation of at-risk-youth as described in the grant application. The program shall be offered on a continuing basis at the Project Site focusing on the mitigation of juvenile crime through the provision of recreational opportunities.

4 The timing and extent of a vegetative survey of specimen trees and listed plant species on the Project Site shall be specified. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.

5 The water quality of creek shall be improved by retrofitting the stormwater system. The restoration effort shall include the removal of the culverts and associated fill. A comprehensive stormwater management plan shall be developed and implemented to improve the water quality entering the creek. Known pollution sources which have been identified by the City or County shall be removed or mitigated. The FCT Recipient shall coordinate with the Southwest Florida Water Management District on the design and implementation of the stormwater management plan.

6 Invasive exotic vegetation that occurs on the Project Site shall be eradicated. The FCT Recipient shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

7 The FCT Recipient shall coordinate the management of the Project Site with the land managers of other public lands in the project area, including the Historical Society.

8 The FCT Recipient shall perform an historical survey of any area within the Project Site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known historical sites or identified site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

9 Provide bike parking stands at the site to provide an alternative to automobile transportation to the Project Site.

10 The parking area shall use pervious material to the extent possible.

11 The FCT Recipient shall coordinate the development of the management plan with the agency managing the adjacent rails-to-trail greenway project to ensure the management of these properties protect and enhance the recreation opportunity and resources along the rail-to-trail greenway corridor. Detail how the Project Site will be managed as part of linked conservation lands or recreation opportunities. Discuss how the project site furthers the purpose of the greenway

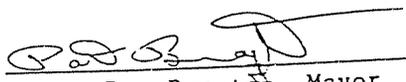
12. The Project Site shall be formally incorporated into the regional rails-to-trails greenway network through a City resolution or other appropriate measures.

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

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

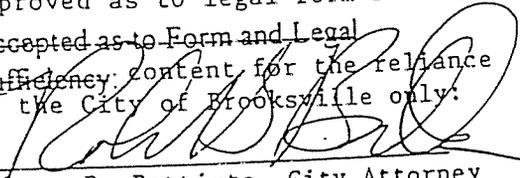
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF BROOKSVILLE

By: 
Name: Pat Brayton, Mayor

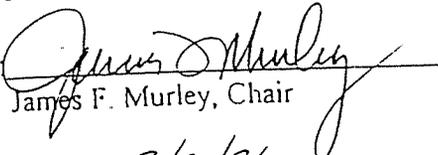
Date: 7/18/96

Approved as to legal form and
Accepted as to Form and Legal
Sufficiency content for the reliance
of the City of Brooksville only:


Robert B. Battista, City Attorney

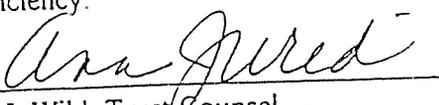
Date: 7/17/96

FLORIDA COMMUNITIES TRUST

By: 
James F. Murley, Chair

Date: 8/24/96

Accepted as to Form and Legal
Sufficiency:


Ann J. Wild, Trust Counsel

Date: 8-16-96

ATTEST:

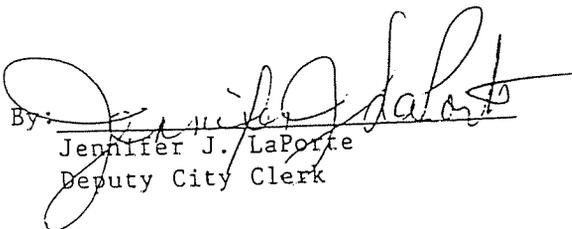
By: 
Jennifer J. LaPorte
Deputy City Clerk

EXHIBIT "A"

Acquisition Plan

FCT Project Number: 95-029-P56

FCT Project Name: Good Neighbor Trail to Russell Street Station

Applicant/Recipient: City of Brooksville

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

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

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

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

If you answered yes, please complete the following information. Use additional paper or attachments if needed:

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

1. CSX

Needed are all parcels of CSX (formerly Atlantic Coast Line and Seaboard Airline /Tampa Northern) property inside the city limits of Brooksville between the eastern boundary of the city limits and Main Street/active rail line on the western project boundary, and between Russell Street on the northern project boundary and the southern edge of Lot 7 on the southern edge of the project boundary.

Parcels that can be identified from the Hernando County Property Appraiser's map are Lots 2, 3, 7, and 8 of the LB Parsons Addition to Brooksville.

2. **GILMAN PAPER COMPANY**
 Hernando County Property Appraiser's office records and map
 Key#: 00763034
 Parcel: R27 222 19 3020 00A0 0010

3. **BACON, LOUCILE H.**
 Hernando County Property Appraiser's office records and map
 Lot 17
 Key#: 00146185
 Parcel: R22 222 19 3410 0000 0170

4. **DAIRY SERV**
 Hernando County Property Appraiser's office records and map
 Lot 8, part (east of active rail line)
 Key# 00149495
 Parcel: R27 222 19 3020 0000 0081

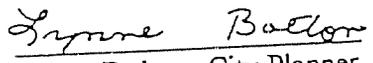
Identify the general order in which parcels will be acquired.

1. All CSX parcels (essential to project)
2. Gilman Paper Company parcel (exclusion would leave "hole" in center of trailhead area)
 Bacon parcel (on northwest boundary of project area)
 Dairy Serv parcel (on southwest boundary of project area)

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

After securing the CSX parcels, negotiations will continue until all reasonable offers have been made and any future negotiations are deemed to be non-productive.

CSX, Gilman Paper Company, Dairy Serv and Mrs. Bacon have given verbal agreements to negotiate. *Willing Owner Statements* (WOS) have been sent to all landowners. The Bacon and Dairy Serve WOS forms have been signed and returned.

Prepared by:

 Lynne Bolton, City Planner

Date: January 31, 1996

Attachments

Approved by FCT Staff:



Date: 2/8/96

EXHIBIT "B"

Contract No: 97-CT-3A-95-56-41-029
FCT Project No: 95-029-P56

CONFIDENTIALITY AGREEMENT

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

Parties to the Confidentiality Agreement: CITY OF BROOKSVILLE ("FCT Recipient"), a municipality within the state of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 95-029-P56/GOOD NEIGHBOR TRAIL TO RUSSELL STREET STATION that was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 95-029-P56/GOOD NEIGHBOR TRAIL TO RUSSELL STREET STATION ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

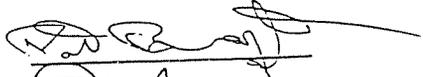
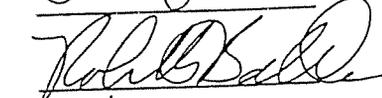
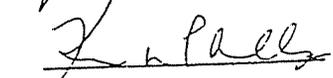
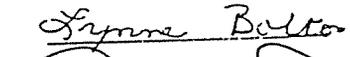
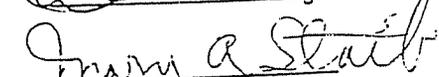
b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

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

d) The undersigned board members and staff of the FCT Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers

concerning FCT Project Number 95-029-P56/GOOD NEIGHBOR TRAIL TO RUSSELL STREET STATION, as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	FCT Recipient Board Member, Staff or Agent name	Signature
<u>7/17/96</u>	<u>Pat Brayton</u>	
<u>7/17/96</u>	<u>Richard E. Anderson</u>	
<u>7/17/96</u>	<u>Robert B. Battista</u>	
<u>7/19/96</u>	<u>Karen M. Phillips</u>	
<u>7-18-96</u>	<u>Lynne Bolton</u>	
<u>7-19-96</u>	<u>David C. Pugh</u>	
<u>7/17/96</u>	<u>Mary A. Staib</u>	
<u>7-19-96</u>	<u>Richard E. Lewis</u>	
<u>7-31-96</u>	<u>Joseph E. Johnston, III</u>	
<u>7/18/96</u>	<u>E.E. Wever, Jr.</u>	
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

CITY OF BROOKSVILLE

ATTEST:

By: [Signature]
(Name) Pat Brayon
Its: Mayor

By: [Signature]
Jennifer J. LaPorte
Deputy City Clerk

Date: 7/18/96

Approved as to legal form and content
for the reliance of the City of
Brooksville only:
~~Approved as to Form and~~
Legality:

By: [Signature]
Robert B. Battista, City Attorney

FLORIDA COMMUNITIES TRUST

By: [Signature]
Anne Peery, Executive
Director

Date: 8/20/96

Approved as to Form and
Legality:

By: [Signature]
Trust Counsel

EXHIBIT "C"

FLORIDA COMMUNITIES TRUST
PRESERVATION 2000 AND ACSC PROGRAMS
Technical Assistance Bulletin: 02

Writing a Management Plan

The conceptual management plan submitted as a part of a Florida Communities Trust ("FCT") grant application or proposal serves as a basis for the management plan for project sites purchased with funds from FCT. Materials and information gathered for the application or proposal can and should be reflected in the plan where appropriate. Conditions required in the Conceptual Approval Agreement or Grant Agreement should be incorporated in the management plan. Location map, boundary map, vegetative surveys, site plans, Conceptual Approval Agreement, the recorded deed when it becomes available, and other supporting documents should be included as exhibits or included in the appendix of the management plan for future readers. The following general outline identifies the range of issues to be addressed in the management plan, where applicable.

INTRODUCTION AND GENERAL INFORMATION

Provide a table of contents of the management plan:

Provide information including the name of the project, the location of the Project Site, and other general information such as a brief resource description, and historical information relevant to site management.

PURPOSE OF THE PROJECT AND MANAGEMENT

Discuss the purpose for acquiring the Project Site and proposed future uses consistent with statements made in the application or proposal. Provide a summary of the comprehensive plan directives that would be furthered by managing the site as proposed. Commitments made in the application or proposal and reinforced by conditions of the grant funding must be reflected in the management plan.

Identify the principle objectives for managing natural resources and compatible outdoor recreation.

Identify a procedure to amend the land use designation to conservation, outdoor recreation, open space, or other similar category once the land is acquired.

Include provisions to ensure that the Project Site is identified in all signs, literature, and advertising as being publicly owned, open to the public and operated as a natural resource conservation area, outdoor recreation area, or other appropriate descriptive language, and identifying the Project Site as having been purchased with funds from the FCT and the Recipient.

SITE DEVELOPMENT, IMPROVEMENTS AND ACCESS

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

Physical Improvements: Identify and locate existing and proposed physical improvements to the Project Site on a master site plan. These might include such things as signs, fences, walkways, recreational paths, campgrounds, restrooms, educational space, utility corridors, parking areas and buildings.

Identify any proposed alteration of land use or character, the approximate area affected and how this activity will be coordinated with the protection of listed plant and animal species. Identify any permits or approvals that may be required for the development or restoration work and a procedure for providing evidence to the FCT prior to the initiation of any activity that all required licenses and permits have been obtained.

Include the placement of at least one sign identifying the Project Site as being open to the public, purchased with funds from FCT and the Recipient, operated as a natural resource conservation area, outdoor recreation area, or other appropriate descriptive language.

Access: Identify how access to the Project Site will be provided. For example, are parking places proposed on-site, and if so, approximately how many spaces or how much area will be devoted to this use? If parking is not proposed on-site, are there existing or proposed spaces adjacent to or sufficiently near the property? Identify any proposed access to waterbodies including, but not limited to, marinas, docks, boat ramps, fishing piers or viewing platforms and the approximate size of the facility. Consider providing bike paths to the site and bike racks at the site to provide an alternative to automobile transportation to the Project Site.

Access to Project Sites should be compatible with all state and federal construction standards, including the Americans with Disabilities Act.

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

Include a procedure to provide 60 days prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, any use other than by a member of the public, and management contracts of the Project Site with non-governmental persons or organizations.

KEY MANAGEMENT ACTIVITIES

Maintenance: Identify required maintenance activities, including but not limited to, trash removal, site cleanup, and facilities upkeep.

Identify the entity responsible for property maintenance. Identify procedures to ensure that dumping of trash or hazardous material does not occur on or adjacent to the Project Site. Identify contemplated service contracts with private concerns such as garbage removal, restroom cleaning, security guards, etc.

Security: Identify the parties responsible for preventing vandalism, trespassing, and other property damage. Identify measures to protect the Project Site and the public using the site such as on-site manager, security guards, neighborhood watch, emergency phones, etc.

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

Natural resource protection: Identify the natural resources at the Project Site and the issues, problems, and proposed management techniques associated with protection of those natural resources. Management techniques should include, but not be limited to, a baseline survey of listed plant and animal species, protection of listed plant and animal species, protection of imperiled or critically imperiled vegetative communities, protection of geological features, protection of surface water and groundwater quality and hydrology, and prescribed burns.

Identify monitoring activities to insure the continued viability of vegetative communities and listed species found on the Project Site. The monitoring plan should include periodic surveys of the vegetative communities, listed plant species, and listed animal species found on the Project Site. Provide for forwarding survey information on the occurrence of listed plant and animal species to the Florida Natural Areas Inventory.

Resource restoration and enhancement: Identify the primary components of the Project Site enhancement and restoration effort, if any. These might include removal of invasive exotic plant species, removal of feral animals, restoration of wetlands, improvement of surface water quality, recovery plan for listed species, and restoration of uplands habitat. This section should include a time frame for implementing and completing the activities and a monitoring program to insure success of the resource enhancement activities. Identify parts of the property that require different degrees or types of enhancement management.

Archaeological and historical resource protection: Identify any archaeological or historical sites on the Project Site and the primary components of managing the archeological or historical sites. Outline procedures to protect archeological or historical sites that may be identified in the future.

Incorporate a provision that if any archaeological and historic resources are discovered at the Project Site, the Recipient shall comply with the provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). Provide for coordination with the Division of Historical Resources, Florida Department of State.

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

Include provisions to coordinate with other agencies for appropriate guidance, recommendations, and necessary permits that may be related to the Project Site, such as the following: the Florida Game and Fresh Water Fish Commission and U.S. Fish and Wildlife Service to avoid impacts to listed species; the Water Management District and Department of Environmental Protection to ensure that development of the Project Site is done in a manner to protect or improve water quality; the Division of Forestry and the Game and Fresh Water Fish Commission on the implementation of a prescribed burn program; other local, state, or federal agencies special management plans, if appropriate.

COST ESTIMATE AND FUNDING SOURCE

Identify the estimated costs of the various development and management activities outlined in the management plan. For review and analysis purposes, the estimated costs should be separated into the same categories as the identified activities.

Identify the entity that will pay for development and management of the Project Site and some measure of the commitment or capacity to provide these monies. For example, adequate personnel and resources in the local parks and recreation department may exist to address the added burden associated with the Project Site. Identify any citizen organization or non-profit groups committed to providing services or funding and a measure of commitment or capacity to provide these services.

PRIORITY SCHEDULE

Identify a proposed time line for implementing the development and management activities of the management plan based on established priorities and the availability of funds. Provide a graphic display of the implementation time lines.

MONITORING

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

The Florida Communities Trust
2740 Centerview Drive
Tallahassee, FL 32399-2100

904/922-2207
SunCom 292-2207

CITY OF BROOKSVILLE
PLANNING AND ZONING COMMISSION
REGULAR MEETING
JULY 14, 2004

6:30 P.M.

Attendees: George Rodriguez, Elmer Korbus, Virginia Garnett, Louise Taylor, and Ray Stanbro. Also attending were Bill Geiger, Community Development Director, and Patricia Jobe, Planning & Zoning Coordinator/Recording Secretary. Absent were Commissioners John Wanat and Charles Miller, and City Attorney David LaCroix.

The meeting was called to order at 6:30 p.m. by George Rodriguez, followed by the invocation and pledge of allegiance.

SE2004-04 - CITY OF BROOKSVILLE AND HERNANDO HISTORICAL MUSEUM ASSOCIATION, INC. - REPRESENTED BY RAYMOND HESS, CITY OF BROOKSVILLE REDEVELOPMENT COORDINATOR

Request for Special Exception Use approval to allow a Combined Planned Development Project in a C-2 Commercial District. Petitioners wish to develop a multi-use paved trail and accompanying facilities which would foster passive recreation, environmental stewardship, educational and cultural opportunities, economic revitalization, and historic preservation. The petitioner is also seeking relief from setbacks, parking, sign and landscaping regulations, and requirements of the Brooksville Code.

Chairman Rodriguez stated that this is a quasi-judicial agenda item and requested that anyone present in the audience who wanted to speak as an intervening party or be recognized as an expert witness to stand and be sworn in.

The Commission by consensus accepted Bill Geiger, Community Development Director, as an expert witness, and his qualifications are on file in the Community Development Department.

The Commission by consensus accepted Raymond Hess, Redevelopment Coordinator for the City of Brooksville, as an expert witness in planning and development, and his qualifications are on file in the Community Development Department.

Director Geiger gave a brief introduction of the project and described the petitioner's request. He then introduced Raymond Hess to explain the details of this petition and what staff's recommendations are to the Commission.

Raymond Hess, Redevelopment Coordinator City of Brooksville, came forward and described the history of the Good Neighbor Trail and Trailhead Project and explained at length the Special Exception Use request which was before the Commission tonight to enable the City and the Museum to construct the proposed project. He then read the staff report into the record in its entirety, as follows:

The petitioner is requesting Special Exception Use approval of a Combined Planned Development Project (CPDP) consisting of a Residential Planned Development Project and General Highway Commercial Planned Development Project with permitted and special exception uses to enable the City of Brooksville (City) and the Hernando Historical Museum Association, Inc. (Museum) to construct a multi-use trail and complimentary structures that would allow cultural facilities, religious establishments, non-commercial amusement facilities, public offices, non-profit organization offices, comparison good stores, domestic rental establishments and public transportation terminals. The petitioner is also seeking relief from

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setback, parking, building, sign, and landscaping regulations and requirements of the Brooksville Code.

LAND USE/ZONING

The subject properties, totaling over 33 acres (approximately 32 acres owned by the City; 1 acre owned by the Museum), are zoned C-2. The proposed use for "Combined Planned Development Projects" are special exception use considerations in the C-2 zoning district. Properties to the north of the subject parcel are zoned Residential R-2 and R-3) and Commercial C-2). The property to the east is a continuation of the abandoned railroad corridor and is located outside of the City's corporate limits. Properties to the south are zoned Residential R-2 and R-3), Commercial C-2 and C-3) and Industrial (I-1). Property to the west is zoned Commercial C-2) and Industrial (I-1). The proposed uses under the CPDP are consistent with the City Comprehensive Plan's Future Land Use designation for the property which is Recreation.

STAFF FINDINGS:

The subject properties historically served as a depot, switching yard and rail-line for the CSX railroad company. Most of the infrastructure formerly located on the properties has been removed except some culverts, building foundations, and the train depot which currently serves as a genealogical research center and museum for the Hernando Historical Museum Association Inc. The only other structures on the project site are picnic pavilions installed by the City's Parks and Recreation Department to create Russell Street Park.

The petitioner has identified a series of uses it wishes to establish at the project site. They include:

- Cultural facilities (relocated houses will serve cultural purposes)
- Religious establishments (a historic church may be relocated to the site to be used for special engagements - not to be used by a regular congregation)
- Noncommercial amusement facilities (the trail and amenities will serve recreationists)
- Public offices (government may wish to establish a use at the trail for security or community enhancement)
- Non-profit organization offices (Museum Association and Fine Arts Council have expressed interest in the project site for their use)
- Comparison good stores (concessions or other light retail complimentary to the other proposed uses)
- Domestic rental establishments (rentals which may allow users to more effectively use the trail; i.e. bicycles, roller blades, etc)
- Public transportation terminals (a provision to accommodate THE Bus could augment use of the trail)

Additionally the applicant has requested relief from Code standards. They include:

- Setback Requirements: Relief from all setback requirements (Subpart B, Schedule F of the Code) so the Museum Association may create a historic village. Only minimum fire safety setback requirements between buildings and no obstruction of the clear sight or vision triangle for traffic [Section 4-326(2) of the Code] would be observed.
- Parking Requirements: Relief from all parking requirements (Subpart B, Schedule B of the Code) for the property owned by the Museum Association since parking will be provided by the City for the entire

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project on its property.

Regulation of Buildings: Relief from Subpart B, Section 23.3(B) of the Code which only allows for one principal building on any lot so that the Museum Association and City may implement the historic village and other improvements to the project.

Relief from Subpart B, Section 24.4(E) of the Code which requires all buildings to connect to public water and sewer mains for the relocated historic structures which will only be used for display purposes, as public restrooms will be constructed on City property for the entire project.

Sign Code: Relief from Chapter 12.5 of the Code so that signs, plaques, or historical markers erected on behalf of the Museum will be permissible as long as they are harmonious with the surrounding structures and uses and have been approved administratively by the City. Landscaping, Buffer and Tree Protection: Relief from landscaping and buffer requirements (Chapter 9.5 of the Code) since the Management Plan calls for the restoration of the property to a natural setting by the City

The Good Neighbor Trail to Russell Street Management Plan (the "Management Plan") was produced by City staff and citizens to fulfill requirements of the Department of Community Affairs' Florida Communities Trust, the grant program by which the City acquired 29 acres of land from CSX. The Management Plan, which was adopted by City Council November 18, 2002, serves as the guiding document for the Good Neighbor Trail Project and the proposed uses and requests to deviate from the code are consistent with what is outlined in it. Additionally, the Hernando Historical Museum Association, Inc., and the Good Neighbor Trail Advisory Committee, a citizen advisory group to City Council, have endorsed the ideas set forth in this petition.

In addition to this Special Exception Use Petition, City staff is working with members of the Museum on a Development Agreement which would define how City-owned and Museum-owned property may be used in relation to the Good Neighbor Trail Project. Specifically, it will address the conditions by which either entity may use the other's property and whom will be responsible for permitting costs and administrative fees.

Landscape/Tree Preservation - The applicant is bound by the Management Plan which calls for the removal of non-native invasive plants and the protection of natives. Tree and plant surveys conducted by volunteers have identified the location of flora which will enable innovative planning to be employed in their preservation.

Parking & Traffic Circulation - Parking will be provided on the premises to accommodate the proposed uses and is hoped to be constructed of pervious materials wherever possible.

Drainage - When engineered site plans are prepared, drainage retention areas will be incorporated to accommodate improvements of impervious surfaces to meet City requirements.

This report does not necessarily include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment.

STAFF RECOMMENDATION:

The proposed uses are less intense than many permitted uses in the C-2 Commercial Zoning district. Staff recommends approval of the Special Exception Use petition for a Combined Development Project (Residential

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Planned Development Project and General Highway Commercial Planned Development Project) for the properties of the Good Neighbor Trail and Trailhead subject to the following conditions:

- 1.) Approval recognizes that the development of this project will take place over several years and will not require renewal.
- 2.) Only the uses identified below will be permitted. Future uses not addressed in this petition would require administrative approval from the City Manager or his designee and must be consistent with the Management Plan, the most current City-approved concept layout plan of the Good Neighbor Trail, and any agreements entered into between the City and the Museum related to the Good Neighbor Trail.
- 3.) Religious establishments are to be used for educational and special engagement purposes only and not regularly by a congregation of worshippers.
- 4.) The Good Neighbor Trail, Russell Street Park and their accessory uses will be the only noncommercial amusement facilities permitted as part of this petition. ..
- 5.) Public offices, non-profit organization offices, and cultural facilities will be permitted.
- 6.) Comparison good stores and domestic rental establishments will be limited to sale or rental of merchandise directly related to the permitted uses of the Good Neighbor Trail. Specifically, sale of concessions, and gift items related to the Museum, the City, or Good Neighbor Trail or the rental and repair of bicycles and roller blades will be permitted. Special publicly sponsored events which may allow the sale of crafts, art, or other fares will be permitted.
- 7.) A shelter or terminal for Hernando County's public mass transit system will be permitted.
- 8.) The following allowances will be approved administratively on a case by case basis by the City Manager or his designee provided they are consistent with the Management Plan and the most current City-approved concept layout plan of the Good Neighbor Trail. The following allowances are also contingent upon execution of a Project Development Agreement between the City and the Museum allowing each entity to use the other's property and related provisions subject to certain conditions so that the Good Neighbor Trail Project may be realized:
 - a.) All setback requirements shall be relieved except minimum fire safety setbacks between buildings and no obstruction of the clear sight or vision triangle for traffic.
 - b.) All parking requirements shall be relieved for the Museum Association property provided the City furnishes sufficient parking for the entire project which may be constructed of pervious materials except for handicapped spaces which must meet the Americans with Disabilities Act.
 - c.) All properties will be exempt from Subpart B, Section 23.3(B) of the Brooksville Code so that multiple structures will be permissible on a single lot.
 - d.) All properties will be exempt from Subpart B, Section 24.4(E) of the Brooksville Code so that historic houses used by the Museum for display purposes need not connect to public water and sewer mains except any structures occupied for more than 5 hours per day or 25 hours per week which will be required to connect to public water and sewer mains.
 - e.) The Museum will be permitted to erect signs, plaques and historical markers.
 - f.) All properties will be exempt from landscaping requirements but

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will comply with a landscape management plan approved by the City designed to restore the area to a more natural state to the extent possible.

In response to a question from the Commission regarding whether there was any time limit on the project completion, Raymond Hess explained that although there was no specific date, time was of the essence because the approvals on any plat or any drawings for a planned development expire after one year. He explained that instead of coming back every single year and getting a renewal, we would like to submit to this conceptual rendering, and anything that is consistent with that, as our plan that is good for years to come. Then he gave a brief description of the timeline for progress of the project through 2008, explaining how it is a major coordination effort in terms of securing funds as well as a collaboration between all interested parties just make sure that everyone is on board and is interested in the project on an ongoing basis to make it happen.

Director Geiger added that the recommendation is to not stipulate a time limit for this particular PDP. He explained that it is a joint project and not your ordinary PDP and that it's a public/private partnership that we are entering into to achieve this recreational facility which will serve multiple services. He stated that we know it will take time and that it is going to be a little longer term, but we hope to get this project done in five years.

In response to a question from the Commission, Raymond Hess replied that the Museum Association has already been given several historic houses that are currently awaiting relocation. He explained that when the Museum can garner the funds, or find people interested in helping move the structures, then it can be done. And of course, progress is a function of the availability of funds.

In reply to another question regarding future uses not previously addressed in this petition requiring administrative approval by the City Manager's designee and why it's not stipulated to bring them back to the Board, Mr. Hess replied that the requirement was put in there simply so we could facilitate and expedite the process. Director Geiger explained that sometimes time is of the essence, and essentially what we are saying is that if a proposed future use is consistent with our overall plan for this property, it would be appropriate for it to be administratively approved. However, if we have something that comes along which is totally contrary but seems to be a good idea after the fact, something like that would be brought back to the Board.

A discussion ensued regarding the types of uses that this C-2 zoned property would allow in the future, and that any use would have to tie into the master plan and be consistent with the master plan more for that use to be established. If a use is proposed in the future that, for some reason, staff had just overlooked, then it would still be appropriate for it to be administratively approved, and any administrative approval would be of a use that would be consistent with the Master Plan. Otherwise, we would have to go back to the State and get the Florida Community Trust approval on a Master Plan modification, which is a public review process.

MOTION

Motion was made by Raymond Stanbro, seconded by Virginia Garnett, to approve the Special Exception Use subject to the Staff Recommendations. Motion carried 5-0.

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****CITY OF BROOKSVILLE COMPREHENSIVE PLAN AMENDMENT SUMMARY - FIRST LARGE-SCALE AMENDMENT SUBMITTAL FOR THE 2004 CALENDAR YEAR**

Review and forwarding of recommendations on adoption to the City Council.

Director Geiger explained that the City of Brooksville is allowed to do two large scale amendment processes each year, and this is our first large scale amendment for the 2004 year. Comprehensive Plan amendments include properties that we've annexed which fall into a large scale category (i.e., over ten acres in size) and that we can't just amend the Comprehensive Plan individually for those types of properties. He then requested the Staff Report be entered into the record in its entirety, as follows:

This report and analysis was done for the review of five large-scale plan amendments. Three of these are for public uses and two are for private development. All five of the amendments are in conjunction with annexation of land into the City. This report analyzes the suitability of these requests, consistency with City Comprehensive Plan policies and compatibility with their surrounding areas.

Of the three public land use amendments, two are for the inclusion of portions of state road rights-of-way that were annexed into the City's incorporated area with the purpose of improving public safety response needs. The third public land use amendment is a water well and water storage site under the City's ownership that was annexed into the City.

Of the two private land use plan requests, one is for a parcel that was annexed into the City along US Highway 41/Wiscon Road in which the petitioner is requesting a commercial land use designation; and the other is for a property that was annexed on the southwest corner of SR 50 and Mobley Road, in which the petitioner is proposing a residential condominium project with a requested future land use designation of Multifamily/Mobile Home.

Adopting the referenced land use amendments will bring the annexed properties into compliance with the City's Comprehensive Plan. Table 1 identifies the proposed amendments.

**Table 1
 Future Land Use Map Amendments**

File No.	Existing Designation	Proposed FLU MAP Designation	Location	Ac.	Petitioner
CPA 2004-L1	Residential & Commercial (County)	Commercial (City)	SW corner Wiscon Rd/ US 41	24.43	Joyce Malicoate/Norman & Sherry McIntyre (Repres. by Ruden McClosky & Engelhardt Hammer)
CPA 2004-L2	Residential & Rural (County)	Multi-family/ Mobile Home (City)	South side of SR 50/ west of Mobley Road	31.32	Charles Sasser (represented by Coastal Engineering)

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File No.	Existing Designation	Proposed FLU MAP Designation	Location	Ac.	Petitioner
CPA 2004-L3	AR & Mining (County)	Public Facilities & Land	6975 Hope Hill Road; east & west sides of Hope Hill Road north of John Martin Lane	18.34	City
CPA 2004-L4 & L5	N/A (Public Use)	Public Facilities & Land	various portions of SR 50, US 41, SR 50A & Cobb Road	N/A	City

Assuming that the City Council approves the transmittal of these amendments on August 2, 2004, the adoption hearing for the plan amendments should take place in November, 2004. None of the proposed amendments are within or affect an Area of Critical State Concern. These plan amendments represent one of the two annual large-scale amendments permitted under state law and no exemptions from that limitation are being requested. The proposed land use amendments are consistent with the City's Comprehensive Plan. Details of the plan amendment are contained in the attached report named "CITY OF BROOKSVILLE PROPOSED FUTURE LAND USE MAP AMENDMENTS -FIRST LARGE SCALE AMENDMENT CYCLE- AUGUST 2004."

Staff Recommendation:

City staff recommends that the Planning & Zoning Commission find that the proposed Future Land Use Map Amendments CPA 2004-L1 through CPA 2004 L-5, are not inconsistent with the City's Comprehensive Plan and recommend that the City Council, sitting as the Local Planning Agency (LPA), hold a public hearing to receive and consider input from the general public related to the Comprehensive Plan Amendment. After holding the Public Hearing as the LPA, the City Council should then hold a public hearing to take action on the first reading of Ordinance No. ____, to adopt the plan amendments, and authorize the Mayor to sign the transmittal letter to send the Comprehensive Plan Amendment to the appropriate agencies for compliance review.

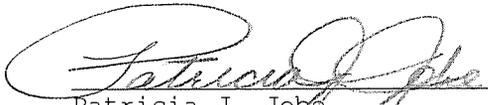
Director Geiger added that there are a few modifications which need to be added to the draft ordinance, but that as far as the amendment references, they did not affect anything substantively.

MOTION

Motion was made by Louise Taylor, seconded by Elmer Korbus, that after corrections are made, to recommend to City Council to approve and adopt the Large-Scale Comprehensive Plan Amendment with the Staff Recommendations. Motion carried 5-0.

ADJOURNMENT

As there was no further business to come before the Commission, the meeting was adjourned at 7:25 P.M.


 Patricia J. Jobe
 Recording Secretary

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