

MANAGEMENT PLAN ESTHER STREET BEACHFRONT PARK

FCT PROJECT #07-020-FF7

PREPARED BY

**CITY OF NEW SMYRNA BEACH
DEVELOPMENT SERVICES DEPARTMENT
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**REVISED JUNE 2008/DCA COMMENTS
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EXECUTIVE SUMMARY

The Esther Street Beachfront Park project is an ambitious and necessary park project with multiple purposes including:

Public Beach Access and Parking: The Volusia County Beach trust manages the County's saltwater beaches (across municipal jurisdictional lines) as a multi-use resource based recreation facility. Among the most needed enhancements for the management of this beach are additional beach access facilities and off beach parking. The project site offers the best remaining opportunity in New Smyrna Beach to provide these facilities. The beach functions as a recreational trail and greenway, so in addition to parking and access, trailhead facilities will also be provided.

Dune Restoration: The project site covers approximately 350 linear feet of beach frontage that is part of a long chain of uninterrupted armoring, mostly seawalls. The location of the seawall on the project site in relation to the shoreline will allow for a unique dune restoration project. A series of dune fencing and dune grass planting will enable the growth of sand dunes, essentially burying the seawall. The resultant dunes will offer a more scenic and natural appearance of the beach system in an otherwise commercially built up area of the coast. Should a hurricane strike this area again, the dunes may be temporarily lost, but the seawall will then be exposed and will thus protect the park facilities.

Marine Turtle Habitat Enhancement: Establishment of a dune system will enhance turtle nesting activity. On average, three turtle nests and several more "false crawls" occur along or immediately adjacent to the project site.

Stormwater Management (flood water attenuation and water quality improvements): there is a severe flooding problem during heavy rain events along North Atlantic Avenue that front the project site. A stormwater management facility is proposed that is intended to help alleviate this flooding problem. The facility will be designed with extensive landscaping of appropriate native plant species. This design is intended to have the added benefit of water quality improvement along with being a scenic amenity for park goers.

Trial Head and Staging Area: The project site is directly adjacent to the "Worlds Most Famous Beach" segment of the Volusia County Master Trails Plan. This trail is classified as a "Showcase" multi-use trail by the County. Additional access points and staging areas for this trail in the New Smyrna Beach area are needed to keep with demand. The project site will provide access, parking and staging facilities for this trail.

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I. INTRODUCTION

PROJECT NAME: Esther Street Beachfront Park

PROJECT LOCATION: East of North Atlantic Avenue, north of Florida Avenue, west of the Atlantic Ocean, south of Lincoln Avenue

BACKGROUND INFORMATION: The subject property consists of approximately 3.25 acres. Historically, the site has been developed with hotels and residences. However, the property has been vacant for several years. With the exception of a remnant maritime forest community that is of poor quality, the site has been completely disturbed. There are no known historical resources on or adjacent to the project site. However, historic resources do exist in the vicinity. The subject property is located within a locally designated Community Redevelopment Area, as defined in Section 163.340. All property for the project has been acquired.

The subject property is adjacent to the public beach along the Atlantic Ocean. The public beach is managed as a linear park by the Volusia Beach Trust, created by voter approved referendum in 1986. The management of this park is guided by the Volusia Beach Management Plan, a 76-page document last amended in 2005. The Trust's management area is defined as the seaward extension of platted lots, seawall line, or seaward toe of the dune system. One of the primary purposes of the proposed project is to integrate with and enhance the public beach park.

The south portion of the site, consisting of approximately 0.69 acres, has been pre-acquired by the City of New Smyrna Beach, using general fund, stormwater, and Community Redevelopment Agency (CRA) revenues. Acquisition of the remainder of the site, consisting of approximately 1.14 acres above the mean high water line, is proposed as a Joint Acquisition, with both FCT and the City of New Smyrna Beach participating in the acquisition process. The City Commission, at its February 12, 2008 meeting, voted to acquire the remainder of the project site, contingent upon receiving funding from FCT, Volusia County and the City's CRA.

The subject property is currently vacant. It has a future land use designation of Commercial and is zoned B-4, Ocean Commercial District. The existing land use, future land use, and zoning of adjacent parcels is shown below. No potential conflicts regarding the uses or management of the project site are anticipated.

North

Existing Land Use: Vacant

Future Land Use Designation: Commercial

Zoning Designation: B-4, Ocean Commercial District

East

Existing Land Use: Atlantic Ocean

Future Land Use Designation: Conservation

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Zoning Designation: C, Conservation

South

Existing Land Use: Multi-Family Residential

Future Land Use Designation: Commercial

Zoning Designation: B-4, Ocean Commercial

West

Existing Land Use: Multi-Family Residential

Future Land Use Designation: Commercial

Zoning Designation: B-4, Ocean Commercial

II. PURPOSE

PURPOSE

The Volusia County Beach Trust manages the County's saltwater beaches (across municipal jurisdictional lines) as a multi-use resource based recreation facility. Among the most needed enhancements for the management of this beach are additional beach access facilities and off beach parking. The project site offers the best remaining opportunity in New Smyrna Beach to provide these facilities. The beach functions as a recreational trail and greenway, so in addition to parking and access, trailhead facilities will also be provided. A stormwater management facility is also proposed to alleviate the severe flooding that occurs during heavy rain events along North Atlantic Avenue in front of the project site.

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.

FUTURE CONDITIONS AND USES OF THE SITE

The project site has historically accommodated hotels and residences, but has been vacant for several years. With the exception of a remnant maritime forest community that is of poor quality, the site has been completely disturbed. The scope of the project includes installation of a new seawall buried within a dune. The dune restoration will be accomplished by using a series of dune fencing and dune grass plantings, resulting in a more scenic and natural appearance of the beach system in an otherwise commercial built up area of the coast. Re-establishment of the dune system will also enhance turtle nesting activity. On average, three turtle nests and several more "false crawls" occur along or immediately adjacent to the project site. Upon completion of the proposed work, the project site will be developed with approximately 50 off-beach parking spaces, two retention areas, a sand volleyball court, a wood dune walkover, a wildlife observation platform and education stage, playground facilities and amphitheatre-style seating on the sides of one of the dry retention ponds.

PRIORITIZED LIST OF MANAGEMENT OBJECTIVES

1. Provide enhanced public beach access and create new off-beach parking
2. Provide increased stormwater attenuation
3. Improve water quality
4. Restore the natural dune system
5. Enhance turtle habitat
6. Create a trailhead for the "Worlds Most Famous Beach" segment of the Volusia County Master Trails Plan

SUMMARY OF MAJOR COMPREHENSIVE PLAN DIRECTIVES

Coastal Management Element: Goal 5, Objective 6: The City shall direct population concentrations away from the Coastal High Hazard Area by limiting infill development for the currently established comprehensive plan limits and by acquiring significant undeveloped parcels when feasible.

Coastal Management Element: Goal 6: Maintain and improve public access to the sovereign lands of the coastal management area through the provision of coastal beach access facilities, fishing piers, boat ramps, and marinas.

Conservation Element: Goal 1, Objective 3, Policy b: The city will continue to enforce the Stormwater Management and Conservation Ordinance which controls the design of stormwater systems in order to protect the quality and quantity of water that flows into estuarine or oceanic waters. Such flows include coastal creeks and rivers, as well as stormwater runoff and drainage.

Conservation Element: Goal 1, Objective 4, Policy c: The city will coordinate with other government agencies to encourage protection and preservation of sand dunes by promoting construction of boardwalks for pedestrian access to the beach, and by replanting disturbed areas.

Recreation and Open Space Element: Goal 1, Objective 1, Policy b:

The City will continue to develop its recreation and open space system through the annual budget and work program to include:

- Special use facilities
 - Boat ramps
 - New Smyrna Beach golf course
 - Bicycle path system
 - Community teen center complex
- Community parks
- Neighborhood parks
- Scenic corridors
- Beach access

COMMITMENT TO AMEND FUTURE LAND USE DESIGNATION

The City of New Smyrna Beach commits to amending the future land use designation of the subject property to conservation, outdoor recreation, open space, or other similar category within one (1) year of acquiring the site.

COMMITMENT TO AMEND ZONING DESIGNATION

The City of New Smyrna Beach commits to amending the zoning designation to conservation, outdoor recreation, open space, or other similar category within a year of acquiring the site.

PROVISION ENSURING PROJECT SITE ACQUISITION FUNDING

The City of New Smyrna Beach agrees to ensure that the project site is identified in all literature and advertising as acquired with funds from the “Florida Communities Trust” and operated as a natural conservation area, outdoor recreation area or other appropriate descriptive language.

III. NATURAL AND CULTURAL RESOURCES

SOILS

The subject property consists of Palm Beach-Urban Land-Paola Complex 0 to 8 percent Slopes and beaches. The soil description and development limitations for Palm Beach-Urban Land-Paola Complex soils are provided below.

Palm Beach-Urban Land-Paola Complex, 0 to 8 percent Slopes

This map unit consists of Palm Beach and Paola soils and areas of these soils that have been altered for buildings or covered with streets and buildings. About 20 to 40 percent of the unit is Palm Beach sand, about 15 to 45 percent is Urban land, and about 15 to 25 percent is Paola fine sand. About 25 to 45 percent of the Palm Beach and Paola soils has been reworked or reshaped by earthmoving machines. The open areas of the Palm Beach and Paola soils are mostly lawns, vacant lots, or playgrounds. They are generally small and intermixed with Urban land. The Urban land is covered with houses, streets, driveways, buildings, parking lots, and other structures.

The water table is more than 72 inches below the soil surface and is usually below 120 inches.

Typically, the surface layer of the Palm Beach soil is about 6 inches thick. It is sand that is about 15 to 30 percent very fine shell fragments. The upper 3 inches is gray, and the lower 3 inches is grayish brown. Between depths of 6 to 34 inches is light brownish gray sand mixed with multicolored shell. Below this to 80 inches is white sand and multicolored shell.

Typically, the surface layer of the Paola soil is a mixture of light gray fine sand and black organic matter about 6 inches thick. The subsurface layer is light gray and white fine sand about 20 inches thick. The subsoil is yellow fine sand about 38 inches thick. Tongues of sub-surface material extend into the subsoil. They are a dark brown or yellowish brown exterior and a light gray interior. Below the subsoil is very pale brown fine sand to a depth of 80 inches or more.

The areas of soil that have been modified by grading and shaping are not so large in older communities as in the newer ones. Excavating streets below the original land surface and spreading this material over adjacent land areas is common. Soil material is frequently hauled in to fill low places.

MINERAL RESOURCES

No known mineral resources such as oil, gas, or phosphate exist on the project site.

NATURAL COMMUNITIES

Description of Natural Communities on the Project Site

The project site has historically accommodated hotels and residences, but has been vacant for several years now. With the exception of a remnant maritime forest community that is of poor quality, the site has been completely disturbed.

Condition of the Natural Communities

Although a small remnant maritime forest community exists on the site, it is of poor quality. The majority of the natural vegetative cover on the project site has been removed and has remained vacant for some time now.

Amount of Disturbance on the Project Site

The project site has been almost completely cleared in the past to accommodate previous commercial and residential uses. With the exception of the remnant maritime forest community in the northwest corner of the site, the property is vacant and devoid of vegetation.

Description of Plant Species Found in the Natural Communities

The remaining vegetation on the northwest corner of the site consists primarily of sabal palms and saw palmetto. Railroad vines and dune daisies have also begun to grow on the remainder of the site that was previously cleared for buildings. Invasive exotic species have also established themselves, primarily around the perimeter of the project site. The most pervasive species is Brazilian pepper.

Techniques to Protect and Enhance Natural Communities

All occurrences of invasive plants on the project site will be removed. The project site will be landscaped with native plant species and maintained to prevent the re-establishment of invasive species. Additionally, a series of dune fencing and dune grass planting will enable the growth of sand dunes, essentially burying the seawall. The dune restoration plantings will consist of native dune grasses and the City will continually monitor this area to ensure invasive species do not take hold.

Commitment to Implement a Photo-Monitoring Program of Natural Communities

The City of New Smyrna Beach commits to implementing a photo-monitoring program of natural communities on the project site.

Identification of Unique Natural Features on the Project Site

No unique natural features exist on the project site.

Description of Unique Geological Features on the Project Site

No unique geological features exist on the Project Site.

Discussion of Types of Invasive Exotic Plants on the Project Site

Invasive exotic species have established themselves primarily around the perimeter of the project site. The most pervasive species is Brazilian pepper.

Discussion of Need to Removal of Invasive Exotic Plants

All invasive exotic plants will be removed from the project site.

Techniques to Remove Invasive Exotic Plants

The Brazilian peppers will be cut at ground level with a saw. Immediately following the cutting, a herbicide will be applied to the cut stump. Treated stumps will be checked every six months for sprouting. If needed, herbicides will be reapplied to new growth. Stumps from large trees may require several applications over time to achieve control. All branches will be disposed of according to local ordinances. Care will be taken to ensure that berries from trees are also properly disposed of.

Time Frame for Removal of Invasive Exotic Plants

Removal of invasive exotic species will begin approximately 24 months after acquisition of the project site is complete.

Time Frame for Revegetating the Site Impacted by Invasive Exotic Plants

Revegetation of areas of the project site that are impacted by invasive exotic species will occur following installation of all infrastructure and site improvements.

Monitoring Program to Prevent Reinfestation

The City of New Smyrna Beach will implement a monitoring program to ensure that invasive exotic species do not reinfest the site. This monitoring program will consist of visual inspections of the site, which are conducted every six months.

Identification of Invasive Exotic Species on the Project Site

The City of New Smyrna Beach will use the Exotic Pest Plan Council's most recent list of Florida's Most Invasive Species when identifying exotics on the project site. A copy of this list is included in the Appendix to this Management Plan.

RESTORATION

Upland and Wetland Acres to be Restored

Approximately 0.16 acres of dune area will be restored. No wetlands exist on the site.

Conceptual Discussion of Proposed Restoration Plan and Techniques

The project site covers approximately 350 linear feet of beach frontage that is part of a long chain of uninterrupted armoring, mostly seawalls. A seawall is proposed on the project site. A series of dune fencing and native dune grass planting will enable the growth of sand dunes, essentially burying the seawall.

Conceptual Discussion of Types of Native Plants to be Planted

The primary use of native plants on the project site will be in the proposed dune restoration. Native grasses, such as seashore paspalum (*Paspalum vaginatum*), saltmeadow cordgrass (*Spartina patens*), seashore dropseed (*Sporobolus virginicus*) and sea oats (*Uniola paniculata*) will be used in conjunction with dune fencing. Around the perimeter of the site and interior to parking areas, native plants such as cabbage palms (*Sabal palmetto*), seagrapes (*Coccoloba uvifera*) and saw palmetto (*Serenoa repens*) will be used. It is anticipated that approximately 90 sabal palms and 57 seagrapes would be planted around the perimeter of the parking lot. While a portion of

the proposed surfwalk/fitness trail has been shifted to accommodate additional plantings around the perimeter of the parking lot, it will be difficult to accommodate additional plantings adjacent to the perimeter of the parking area without further reducing the width of the trail or eliminating it completely around the parking area.

Commitment to Implement a Photo-Monitoring Program of the Restoration Area

The City of New Smyrna Beach commits to implementing a photo-monitoring program of the restoration areas on the project site, including the beach/dune restoration.

Proposed Management Techniques to Protect and Enhance Water Quality of Water Bodies On or Adjacent to the Project Site

One of the main objectives of the proposed project is to establish stormwater facilities that will help relieve a severe flooding situation that occurs during periods of heavy rain along North Atlantic Avenue, in an area that includes the project site. As part of the proposed improvements, two dry retention areas will be constructed on the project site. These stormwater management facilities are intended to provide an additional measure of water quality enhancement that currently does not exist. Currently, stormwater runoff from the project site ultimately drains into estuarine or oceanic waters.

Time Frame for Initiating and Completing the Restoration Program

All restoration work will be initiated approximately 36 months after the property has been acquired. It is anticipated that all restoration work will be completed within six months of initiation. The proposed restoration area is depicted on the master site plan included in the appendix of this management plan.

FERAL ANIMAL PROGRAM

The City shall regularly monitor and remove any feral animals that may be found on the project site.

LISTED PLANT SPECIES

Identification of Listed Plant Species on the Project Site

No listed plant species are known to exist on the project site.

ARCHEOLOGICAL, CULTURAL, AND HISTORICAL RESOURCE PROTECTION

Identification of Known Archaeological and Historical Resources

No known archaeological, cultural or historical resources exist on the project site. However, the project site is within ¼ mile of 47 structures listed on the Florida Master Site File. These include Florida Master Site File numbers VO5385 (The Breakers Lounge), VO5386 (Sea Fox Clothing), VO5345 (512 Flagler Avenue), VO1207 (501 Esther Street), VO1121 (504 Flagler Avenue) and VO1122 (103 North Atlantic Avenue). Additionally, the project site is less than ¼ mile east of the Coronado Beach National Historic District, which is listed on the National Register of Historic Places.

Interpretation of Significant Resources for the Public

If it is determined that any significant archaeological or historical resources exist on the site, appropriate interpretative signage will be placed in areas accessible to the public.

Discussion of Restoration Needs and Proposed Management Measures to Protect the Site

No archaeological, cultural or historical resources are known to exist on the site.

Timing and Extent of the Historical and Archaeological Survey of the Site

As no archaeological, cultural, or historical resources are known to exist on the project site, the survey will primarily consist of collecting photographs of previous developments on the property. This will be accomplished within six months of acquiring the project site.

Commitment to Perform a Cultural Resource Survey within the Project Site

The City of New Smyrna Beach commits to performing a cultural resource survey within the project site prior to the commencement of proposed development activities in that area.

Notification of the Division of Historical Resources

The City of New Smyrna Beach agrees to notify the Division of Historical Resources immediately if evidence is found to suggest an archaeological or historic resource exists on the project site.

Mechanism to Coordinate with the Division of Historical Resources

Development Services staff will coordinate with staff from the Division of Historical Resources to protect and manage all archaeological and historical resources, if any, that are located on the project site.

Collection of Artifacts and Disturbances Within the Project Site

The City of New Smyrna Beach agrees 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.

Compliance with Chapter 267, Florida Statutes

The City of New Smyrna Beach agrees that the management of any archaeological and historic resources on the project site will comply with the provisions of Chapter 267, Florida Statutes, specifically Sections 267,016 2(a) and (b).

IV. SITE DEVELOPMENT AND IMPROVEMENT

ACKNOWLEDGMENT SIGN

The City of New Smyrna Beach commits to placing at least one acknowledgment sign identifying the project site being purchased with funds from "Florida Communities Trust". The sign shall be at least 3' x 4' in size and include the FCT logo and the year the site was acquired. The sign shall be located at the entrance area to the park.

EXISTING PHYSICAL IMPROVEMENTS

The project site historically accommodated hotels and residences, but has been cleared and vacant for several years.

PROPOSED PHYSICAL IMPROVEMENTS

Identification of Resource-Based Recreation Improvements

The project will feature a wildlife observation platform, located just to the side of the dune walkover, to facilitate the viewing of marine life and shoreline birds. Also included are parking spaces, picnic pavilions, a sand volleyball court, and an approximately 1,350 foot long surfwalk/fitness trail.

Size of the Resource-Based Facilities

The exact size of these facilities has not yet been determined.

Potential Impacts of Resource-Based Facilities on the Natural Resources on the Project Site

Because the majority of the site was previously developed and has since been cleared, potential impacts to the natural resources on the project site should be minimal. Parking is proposed in the area on the northwest corner of the property that contains the remnant maritime forest.

Identification of User-Based Recreation Facilities

In addition to the resource-based improvements, the project will also include a tot-lot type of playground facility, showers, surfboard racks and amphitheatre-type seating on the sides of one of the dry retention ponds. It is anticipated that the amphitheatre will provide seating for approximately 200 persons.

Size of User-Based Facilities

The exact size of these facilities has not yet been determined.

Coordination of Alterations of Land or Vegetation with the Protection of Listed Plant and Animal Species

The majority of the project site has already been altered to accommodate previous development. Dune restoration is proposed as part of the project, including the planting of native beach grasses.

Sidewalks or Bike Paths as an Alternative to Automobile Transportation to the Project Site

The project site has frontage on North Atlantic Avenue and Esther Street. A portion of the sidewalk on north side of Esther street has already been constructed by the adjacent residential development. A portion of the sidewalk has been built on the east side of North Atlantic Avenue, with additional segments schedule to commence construction this summer. The pedestrian and bicycle entrance to the park connects to this sidewalk. The sidewalk will extend along North Atlantic Avenue, effectively connecting the project site to surrounding residential neighborhoods to the west, hotel/condominium/single-family residential units to the north and south and downtown commercial center to the south.

Provision of Bike Racks

Bicycle racks will be provided adjacent to all high activity areas, such as picnic pavilions and the playground.

Provision of a Drinking Fountain

A drinking fountain is proposed as part of this development. The project site is also across the street from a convenience store and several restaurants on Flagler Avenue. Additionally, beach concession stands are located on the public beach immediately east of the project site.

Provision of Benches

Benches will be provided at all majority activity areas, such as the sand volleyball court, showers and playground, and at regular intervals along the surfwalk/fitness trail.

Underground Utility Lines

All utility lines within the site will be buried.

Modification of Management Plan

The City of New Smyrna Beach acknowledges that any proposed modification of the management plan and/or undertaking any site alterations or physical improvements that are not addressed in the approved management plan requires prior FCT review and approval.

LANDSCAPING

Approximately Acres to be Landscaped

Approximately 0.25 – 0.50 acres will be landscaped.

Discussion of Conceptual Landscape Plan

Landscaping will generally be incorporated into the dune restoration areas east of the proposed seawall. Additional landscaping will be placed around parking areas, at the entrances to the park, by the picnic pavilion and by the playground.

Discussion of Type of Native Plants to be Used

Salt-tolerant, drought-tolerant, native dune plants will be used throughout the landscape plan. Native grasses, such as seashore paspalum (*Paspalum vaginatum*), saltmeadow cordgrass (*Spartina patens*), seashore dropseed (*Sporobolus virginicus*) and sea oats (*Uniola paniculata*) will be used in conjunction with dune fencing. Around the perimeter of the site and interior to parking areas, native plants such as cabbage palms (*Sabal palmetto*), seagrapes (*Coccoloba uvifera*) and saw palmetto (*Serenoa repens*) will be used. The areas to be landscaped are graphically depicted on the master site plan included in the appendix to this management plan.

Location of Shade Trees

No shade trees will be planted. This environment cannot sustain this type of vegetation. However, clusters of sabal palms and seagrape plants will be used around the perimeter of the parking areas, wherever space permits.

Time Frame for Initiating and Completing the Landscape Program

The landscaping portion of the proposed project will be initiated once all other site improvements (parking, retention, recreational facilities) have been installed. All landscaping should be completed within six months after initiation.

PARKING

Approximate Number of Parking Spaces on the Site

The conceptual plan indicates that approximately 50 parking spaces will be provided on the site.

Commitment to Incorporate Pervious Materials

The City of New Smyrna Beach commits to incorporating pervious materials, wherever feasible, in its parking areas. The City intends to use stabilized shell for the majority of the parking spaces, although handicapped accessible parking spaces would be paved.

Identification of Means to Contain Automobiles in the Parking Areas

Non-arsenic, non-creosote railroad ties or concrete curbing will be used in the shell parking areas to contain cars within the designated parking areas.

STORMWATER FACILITIES

Commitment Regarding Stormwater Design

The City of New Smyrna Beach commits to designing all stormwater facilities to provide recreational open space or wildlife habitat in a parklike setting. The City also commits to designing all stormwater facilities with shallow slopes and without any fences. The conceptual design of the project calls for two dry retention ponds to capture stormwater run-off from parking areas and other developed portions of the project site, and from North Atlantic Avenue.

HAZARD MITIGATION

No buildings or major structures will be located within the coastal high hazard area or the 100-year flood plain. Parking areas, with the exception of handicapped parking

spaces, will be constructed of shell. The boardwalk to the public beach, as well as the wildlife observation platform and education stage will be raised. A map showing the 100-year flood plain is included in the appendix to this management plan.

EDUCATION SIGNS

The City of New Smyrna Beach commits to providing interpretive signs intended to educate visitors about the natural environment and any known archeological and historical resources on the project site.

EDUCATION PROGRAM

The City of New Smyrna Beach will schedule and conduct environmental educational classes featuring topics such as sand dunes and sea turtles at this site. This site is a nesting area for sea turtles and would be an appropriate location for informational sessions to be held regarding species and habitat protection, explaining the connection between the sea turtles nesting habits and their nesting habitat – the dunes. Dune restoration is proposed for this site, as well, complimenting the City's desire to raise awareness of habitat and species protection. Classes can be held while the dune restoration process is occurring and continue indefinitely after the restoration is complete. Expert community volunteers, such as the president o the Volusia Sea Turtle Society, as well as local marine science professionals have committed to supporting these classes by providing their teaching services. Educational sessions will be held at least 12 times per year and likely more frequently during the peak tourist seasons. Classes will target school groups, local residents, and tourists. Promotional information regarding the classes can be distributed at area hotels, condominiums, schools and neighborhoods. Educational programs will begin to be developed immediately following acquisition and development of the project site. Completion of certain educational programs, such as those related to dune restoration, would be completed within 30 months of property acquisition. The remainder of the initial educational offerings would be completed within 36 months of acquiring the project site.

PERMITS

It is anticipated that permits will be required from the Florida Department of Environmental Protection, the St. Johns River Water Management District, Florida Wildlife Commission, the Department of Health and Rehabilitative Services, Volusia County and the City of New Smyrna Beach.

EASEMENTS, CONCESSIONS, AND LEASES

No easements, concessions or leases exist on, or are associated with the project site.

The only likely proposed easement will be for utilities to the site, for the proposed showers and, possibly, to the picnic pavilion. No concessions or leases of any type are proposed on the project site. It has not yet been determined whether fees will be charged for use of this site. The project site will be operated and maintained by the City of New Smyrna Beach Parks and Recreation Department unless the County of Volusia Beach Department agrees to accept responsibility of the park.

The City of New Smyrna Beach will provide FCT 60 days prior 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 and no document will be executed without the prior written approval of FCT.

The City of New Smyrna Beach will not execute any document without the prior written approval of FCT.

The City of New Smyrna Beach acknowledges that all fees collected will be placed in a segregated account solely for the upkeep and maintenance of the project site.

V. MANAGEMENT NEEDS

COORDINATED MANAGEMENT

The project site contains a portion of the dune system that is adjacent to the public beach. The public beach is managed as a linear park by the Volusia Beach Trust, created by voter approved referendum in 1986. The management of the linear beach park is guided by the Volusia Beach Management Plan, a 76-page document last amended in 2005. The Trust's management area is defined as the seaward extent of platted lots, seawall line, or seaward toe of the dune system. The project site will be integrated with and enhance the public beach park. This will include an access point to the beach via a dune walkover, as well as facilities that enhance the enjoyment of the adjacent public lands, such as a picnic pavilion, educational kiosks, observation tower, playground and parking.

City staff will need to continually work with Volusia County Beach Management staff to determine if additional improvements or security measures are required. This will be accomplished via email and telephone on an on-going, as-needed basis. The only facilities provided on the public beach are trash receptacles, port-a-lets and beach concession stands. All of these facilities can be utilized by visitors to the project site. A map showing the location of the FCT project site and the adjacent publicly owned lands is included in the appendix of this management report. A conceptual site plan showing the location of improvements on the project site in relation to the adjacent public beach is also included in the appendix.

This draft management plan will be forwarded to the adjacent public land managers for comments on May 15, 2008. Comments from the adjacent public land managers must be returned to the City of New Smyrna Beach on or before June 15, 2008.

TRAIL NETWORK

The project site is adjacent to the "World's Most Famous Beach" segment of the locally-adopted Volusia County Trails Master Plan. This segment is classified as a "Showcase Multi-Use recreational Trail Corridor", which is defined in the plan as a stand alone hard surface trail with a minimum eight-foot width. This trail is featured on County publications and websites as offering bicyclists and pedestrians over 40 miles of oceanfront trails with a base of beautiful hard packed white sand. The Volusia County Beach trust manages the trail, with a 76-page management plan as its guide. The Trust's mission statement is to manage the beach as a linear park, controlling access and uses consistent with this mission. The Volusia County Trails Master Plan states that additional parking, access and staging areas are needed. The proposed project will offer all these amenities.

The project site sits directly adjacent to this trail, and will include facilities intended to enhance it with additional access, parking, staging areas, and other park amenities such as picnic areas and wildlife observation platforms.

The project site, which will provide the needed parking, access and staging areas, will be managed by the City of New Smyrna Beach. The adjacent trail/public beach will be operated and maintained by Volusia County unless the County of Volusia Beach Department agrees to accept responsibility of the park.

A map depicting the project site and other existing or proposed parcels comprising the recreational trail system is included in the appendix to this management report.

PUBLIC INVOLVEMENT

Up-front acquisition of the project site was funded, in part, by the Community Redevelopment Agency of the City of New Smyrna Beach, City of New Smyrna Beach and Volusia County. The City of New Smyrna Beach has held public meetings to discuss acquisition of the property. The City has also prepared the management plan and will operate and maintain the project site unless the County of Volusia Beach Department agrees to accept responsibility of the park. Public input and volunteers were used to design and draw the proposed concept plan.

MAINTENANCE

Maintenance activities that will be required for the project site include regular grading of the shell parking area; routine inspections of the elevated dune walkover and wildlife observation tower to ensure that all boards are physically sound and level; maintenance of the surfwalk/fitness trail, picnic pavilion and playground.

The City of New Smyrna Beach and the Community Redevelopment Agency will be responsible for all aspects of property maintenance such as site clean-up trash removal and facilities upkeep unless the County of Volusia Beach Department agrees to accept responsibility of the park.

SECURITY

The City of New Smyrna Beach Police Department will be responsible for security at the site. This will be accomplished by using regular police or citizen patrols. Additionally, signage will be placed at the entry points stating the hours the park is opening and the rules of use for the project site. No fencing or gates are proposed at this time for the park facility.

STAFFING

No additional staff will be required to operate the site.

VI. COST ESTIMATES AND FUNDING SOURCES

STRUCTURES AND IMPROVEMENTS: \$800,000 Volusia County ECHO and City impact fee funds.

NATURAL RESOURCE PROTECTION: \$10,000/yr. City or County general revenues

RESOURCE ENHANCEMENT ACTIVITIES: \$10,000 City or County general revenues

ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION: \$ 3,000 for survey, City general revenues

EDUCATION PROGRAMS: \$1,000 from City general fund for publications and volunteer staff

MAINTENANCE: \$5,000/yr. City or County general fund

SECURITY: \$2,000/yr. City general fund

STAFFING: \$0. Existing staff and volunteers will be utilized.

General fund revenues, grant funds and Parks impact fee funds will be used to implement the activities outlined in this management plan.

VII. PRIORITY SCHEDULE

Priority Timeline										
Add and delete items as needed										
Project Number: #07-020-FF7										
Project Name: Esther Street Beachfront Park										
Grant recipient: City of New Smyrna Beach										
Instructions: Write in the month that each task will be completed. You may modify the list by adding or deleting items as necessary.										
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Design						June				
Permitting							Jan			
Public meetings/comment						Feb				
Interagency coordination/comment						June				
Amend Future Land Use Designation					May					
Amend Zoning Designation					June					
Structures and Improvements: <i>(add or delete improvements as needed)</i>										
Entrance sign with FCT recognition (required)								Jan		
Parking								Jan		
Fencing								Jan		
Showers								Jan		
Trash cans								Jan		
Bike rack								Jan		
Benches								Jan		
Interpretive kiosk								Jan		
Interpretive signs								Jan		
Stormwater facilities								Jan		
Sidewalk access								Jan		
Resource-based facilities:										
Picnicking pavilion								Jan		
Nature trail								Jan		
Wildlife observation platform								Jan		
User-oriented facilities:										
Playground								Jan		
Volleyball courts								Jan		
Amphitheatre								Jan		
Surfwalk/Fitness Trail								Jan		

Key Management Activities:									
Archeological survey						July			
Archeological protection measures						July			
Landscaping									
Dune restoration									
Plant survey/monitoring						July			
Wildlife survey/monitoring						July			
Photo-monitoring						July			
Exotic plant removal						July			
Educational programs							Jan		
Water quality or hydrological improvements							Jan		
Annual Stewardship Report (Required)							Oct		

VIII. MONITORING AND REPORTING

ANNUAL STEWARDSHIP REPORT

The City of New Smyrna Beach acknowledges that it is the City's responsibility for preparing an Annual Stewardship Report, due on October 30 of each year, which evaluates the implementation of the management plan.

MODIFICATION OF MANAGEMENT PLAN

The City of New Smyrna Beach acknowledges that any proposed modification of the management plan and/or undertaking any site alterations or physical improvements that are not addressed in the City's approved management plan requires prior FCT review and approval.

EXHIBIT A LOCATION MAP

LOCATION MAP

April 17, 2008

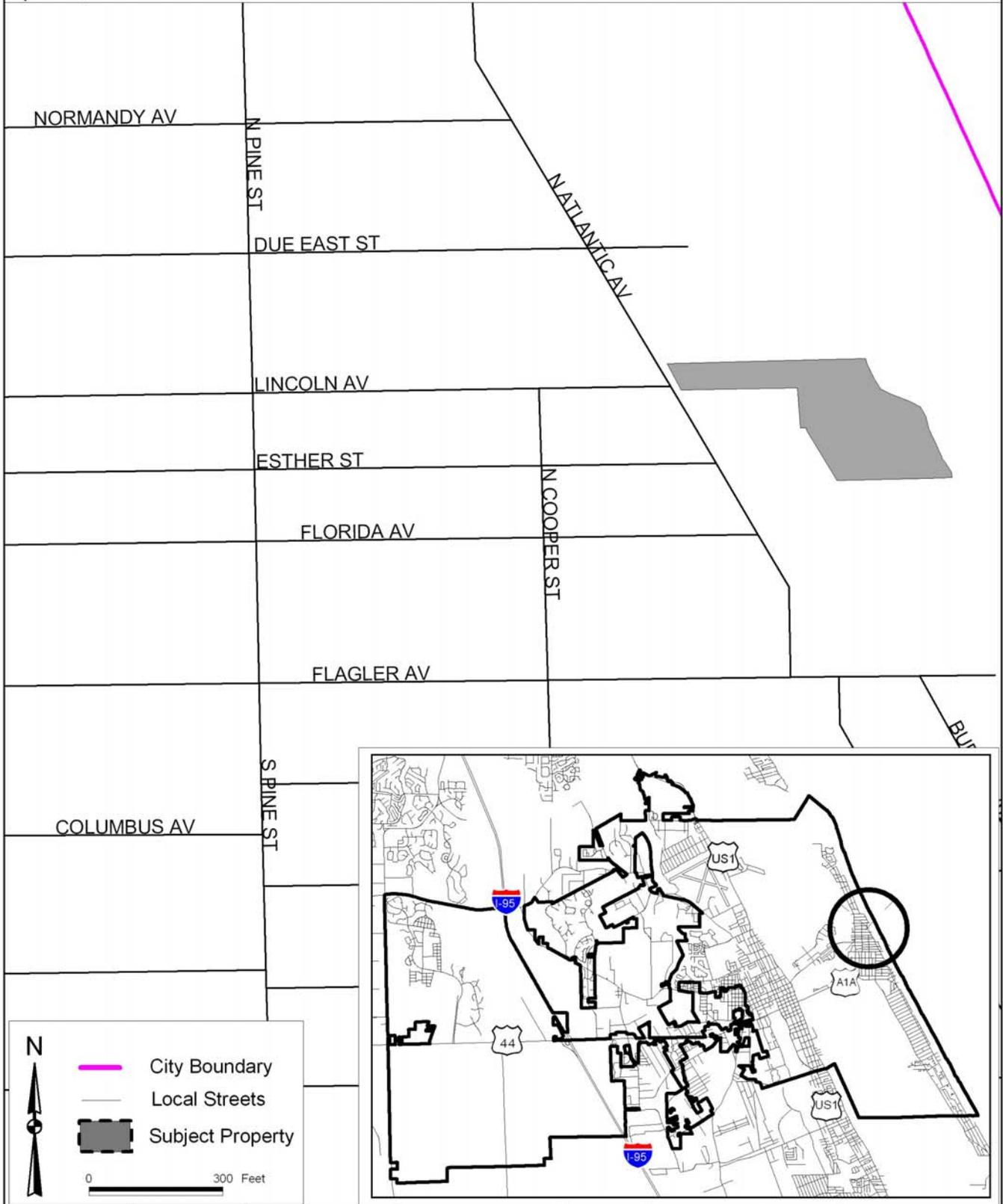


EXHIBIT B PUBLIC LANDS MAP

PUBLIC LANDS MAP

April 17, 2008

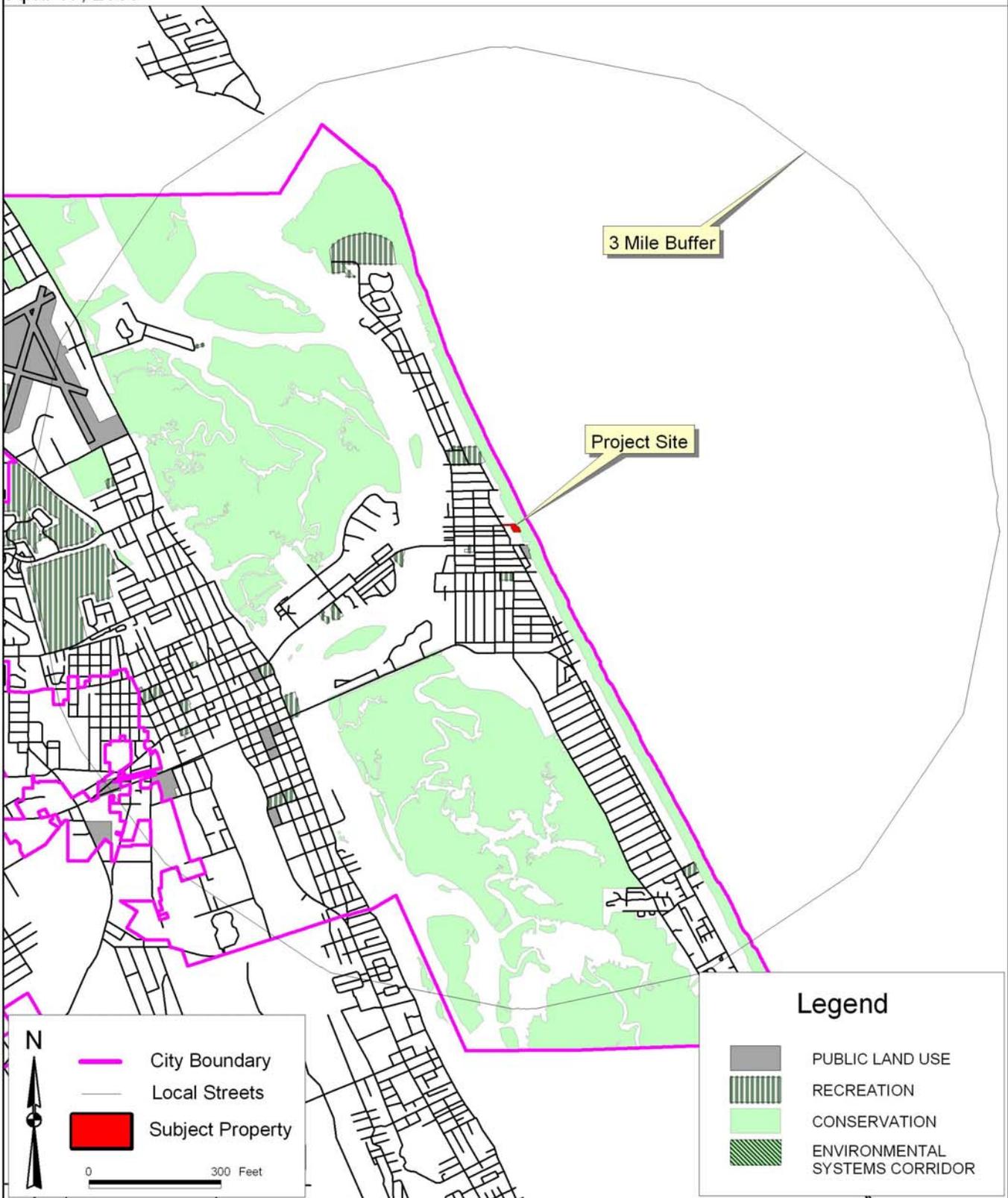


EXHIBIT C

NATURAL COMMUNITIES MAP

NATURAL COMMUNITIES MAP

April 17, 2008



EXHIBIT E

FNAI REPORT FORMS



FLORIDA NATURAL AREAS INVENTORY

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

This form should be used only for original field observations regarding a single species or community, at one location, and for (preferably) a single date. Please complete only those fields that are known to you. If you have any questions or need assistance with the form, please call FNAI at 850-224-8207. Thanks for your help.

Note - you may use the tab key or the cursor to move between the fields of this form.

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

Address: _____ Date Submitted: _____

Name(s) of observers: _____

Do you want us to protect (i.e., prevent disclosure to the general public) the identification and location information you provide below?

Yes No If so, reason for sensitivity: _____

IDENTIFICATION (enter common name only if the scientific name is unknown)

Scientific name: _____ Common name: _____

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

Name of reference/guide/museum/expert: _____ Other: _____ Do you think that your identification requires confirmation? Yes No

Did you take a photograph? Yes No (If so, please attach a copy of the photo if possible.)

Did you collect a specimen? Yes No If so, was a specimen deposited at a museum or herbarium? Yes No

If so, collection #: _____ Repository: _____

LOCATION

County: _____ Site or managed area 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. _____

Latitude _____N Longitude _____W 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 an aerial photograph or a USGS 7.5' topographic map and attach to this form. Otherwise, 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 also include an indication of scale and a North arrow.

OBSERVATION INFORMATION

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

Management Plan - Esther Street Beachfront Park

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Revised November 2008/DCA Comments 28

_____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: Number of individuals (or nests, burrows, etc.) seen: _____ Age structure _____

Estimated total no. of individuals in population: _____ Basis? _____

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

For plants: Number of individuals (or clumps, etc.) seen within the observed area: _____

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.

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.:

Please send this completed form and any relevant photographs, maps or other documents to:

Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL 32303. THANK YOU!

**EXHIBIT F
EXOTIC PEST PLANT COUNCIL'S
LIST OF FLORIDA'S MOST INVASIVE
SPECIES**

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		
<i>Albizia lebbek</i>	woman's tongue	I		N, 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)	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 cylindrical</i> (<i>I. brasiliensis</i> misapplied)	cogon grass	I	N, U	N, C, S
<i>Ipomoea aquatica</i>	waterspinach	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>	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>Lygodium japonicum</i>	Japanese climbing fern	I	N	N, C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	I	N	C, S
<i>Macfadyena unguis-cati</i>	cat's claw vine	I		N, C, S
<i>Manilkara zapota</i>	Sapodilla	I		S

SCIENTIFIC NAME	COMMON NAME	FLEPPC CAT.	GOV. LIST	REG. DIST.
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	I	P, N, U	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 multiflora</i>	Asian sword fern	I		C, S
<i>Neyraudia reynaudiana</i>	Burma reed, cane grass	I	N	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>	Waterlettuce	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> (= <i>Melinis repens</i>)	Natal grass	I		N, C, S
<i>Ruellia tweediana</i> (= <i>R. brittoniana</i> , <i>R. coerulea</i>)	Mexican petunia	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>Brassaia actinophylla</i>)	schefflera, Queensland umbrella tree	I		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	I	P, N	N, 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 incise</i>	incised halberd fern	I		S
<i>Thespesia populnea</i>	seaside mahoe	I		C, S
<i>Tradescantia fluminensis</i>	white-flowered wandering jew	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
<i>Begonia cucullata</i>	wax begonia	II		N, C, S
<i>Blechum pyramidatum</i>	green shrimp plant, Browne's blechum	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>Casuarina cunninghamiana</i>	river sheoak, Australian-pine	II	P	C, S
<i>Cecropia palmate</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 proliifer</i>	dwarf papyrus	II		C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	II		C, S
<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> (= <i>Talipariti tiliaceum</i>)	mahoe, sea hibiscus	II		C, S
<i>Ipomoea fistulosa</i> (= <i>I. carnea</i> ssp. <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>Koelreuteria 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>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>Nymphoides cristata</i>	Snowflake	II		C, S

SCIENTIFIC NAME	COMMON NAME	FLEPPC CAT.	GOV. LIST	REG. DIST.
<i>Panicum maximum</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>)		II		
<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>Scleria lacustris</i>	Wright's nutrush	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
<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>Syzygium jambos</i>	rose-apple	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)		II		
<i>Wisteria sinensis</i>	Chinese wisteria	II		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	II		N, C, S

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 included Florida at the time of European contact (1500 AD).

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 by Florida Department of Environmental Protection

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

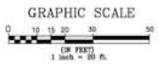
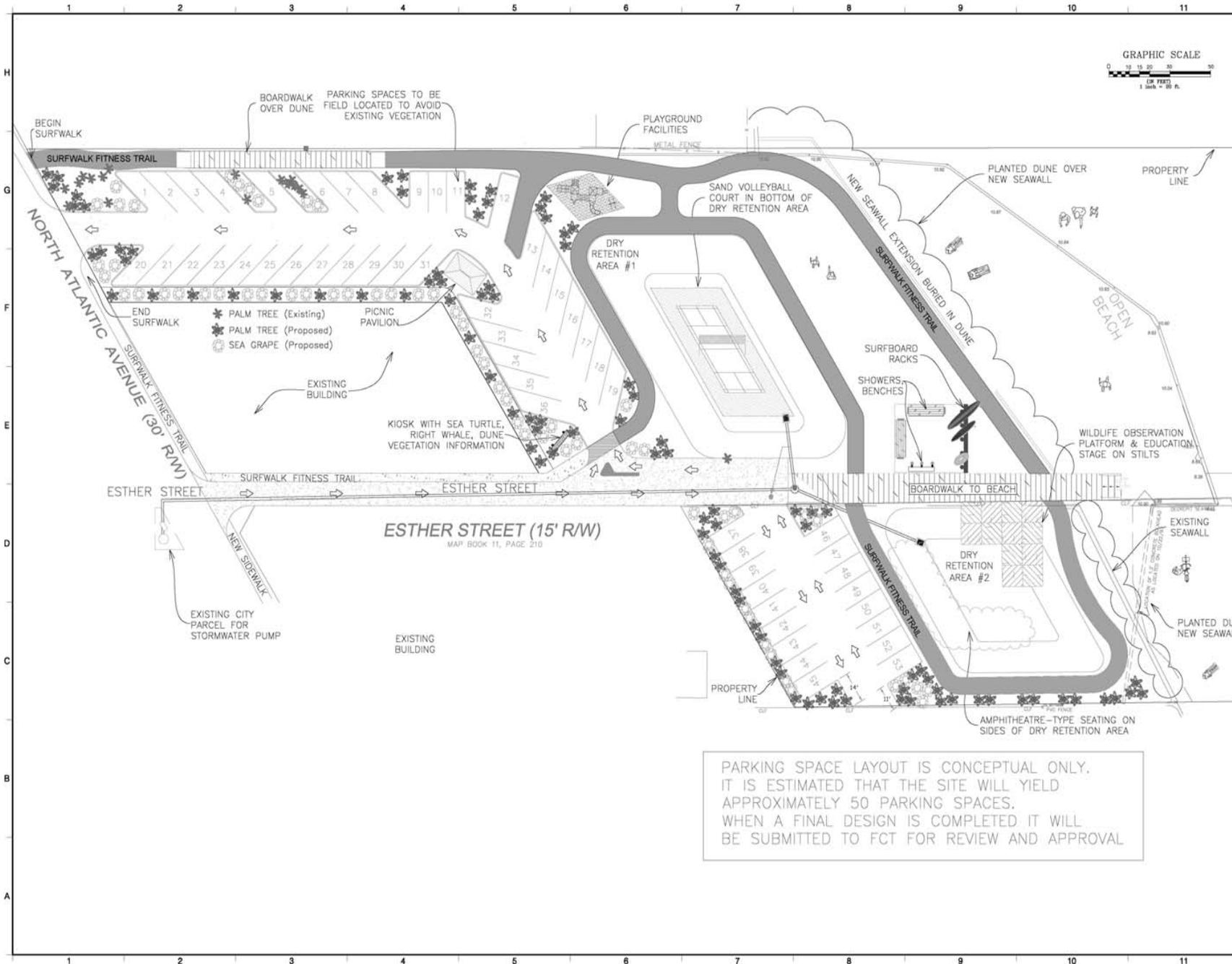
S = south

Referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the map below.



EXHIBIT G

MASTER SITE PLAN



CITY OF NEW SMYRNA BEACH

210 SAMS AVENUE
NEW SMYRNA BEACH
FLORIDA 32168

1-386-424-2100

PROJECT NAME

ESTHER STREET BEACHFRONT PARK

SEAL

CONCEPTUAL PLANS ONLY

ESTHER ST PARK

PROJECT NO. 2008-11-14-01
DESIGNED BY
DRAWN BY
CHECKED BY
DATE OCTOBER 15, 2007

DRAWING REVISIONS

DRAWING SCALE



DRAWING TITLE
CONCEPT DEVELOPMENT PLAN

DRAWING NUMBER

CD-1

EXHIBIT H TRAIL NETWORK MAP

TRAILS MAP

April 17, 2008



EXHIBIT K GRANT AWARD AGREEMENT

FCT Contract Number __-CT-_____
FLORIDA COMMUNITIES TRUST
07-020-FF7
ESTHER STREET BEACHFRONT PARK
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST (“FCT”), a non-regulatory agency within the State of Florida Department of Community Affairs, and CITY OF NEW SMYRNA BEACH, a political subdivision of the State of Florida (“Recipient”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (“Project Site”), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

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

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

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

WHEREAS, Rule 9K-7, Florida Administrative Code (“F.A.C.”) sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on November 2, 2007 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

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

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

WHEREAS, Rule 9K-7.003(8) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property owned was acquired by the Recipient within 24 months prior to the application deadline for which the application was made. The date of this application deadline was May 10, 2007;

WHEREAS, the Recipient acquired fee simple title to a portion of the Project Site on _____ (Insert date[s]) from _____ (Insert Seller name[s]), and will acquire fee simple title to the remainder of the Project Site jointly with FCT; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs and the terms upon which an owner will voluntarily convey the property.

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

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **May 30, 2009** ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

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

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and

duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **May 30, 2008**. If the Recipient requires more than one original document, the Recipient should photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

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

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

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

5. No later than **May 30, 2008**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **May 30, 2008**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

- a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and,

upon approval, the Maximum Approved Purchase Price (“MAPP”), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and

- b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient (“FCT Award”) will in no event exceed the lesser of Forty Percent (40%) of the final Project Costs, as defined in Rule 9K-7.002(32), F.A.C., or Two Million Eight Hundred Eighty Dollars And Zero Cents (\$2,880,000.00), unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

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

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

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

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(31), F.A.C., or donated land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

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

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

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

V. NOTICE AND CONTACT

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

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

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

NAME: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

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

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

4. If the Project Site consists of ten or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of eleven or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that _____ [Note: *Elect FCT or Recipient*] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

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

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is _____.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. For the Project Site parcel(s) that was pre-acquired by the Recipient within 24 months prior to the application deadline and recognized as a source of Match:

- (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and _____ (Insert name[s] of Seller[s]).
- (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
- (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.
- (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by the Recipient.

- (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).
- (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.

b. For the Project Site parcel(s) to be jointly acquired with FCT:

A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.

c. For all portions of the Project Site:

- (1) A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.
- (2) A statement of the Project Costs.
- (3) A statement of the amount of the award being requested from FCT.
- (4) Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- (5) A signed statement by the Recipient that the Recipient is not aware any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- (6) A signed statement by the Recipient 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.
- (7) Additional documentation as may be requested by FCT to provide Reasonable Assurance as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and

executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a.(1) above, and approves the Project Plan containing a copy of the document(s) vesting title to the Pre-acquired portion of the Project Site in the Recipient.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

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

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

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

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

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

9. The deed transferring title of the Project Site to the Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with

Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

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

- a. An introduction containing the project name, location and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the application and a prioritized list of management objectives.
- c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.
- e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.
- h. A description of proposed educational displays and programs to be offered, if applicable.
- i. A description of how the management will be coordinated with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.

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

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

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla. Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

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

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

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

VIII. SPECIAL MANAGEMENT CONDITIONS

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

1. The following recreational facilities, including a picnic pavilion, playground, volleyball area, boardwalk, fitness trail, wildlife observation platform and ampitheater shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient

3. A kiosk shall be provided on the project site to educate visitors about the natural environment and history of the Project Site.
4. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.
5. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
6. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
7. A significant portion of the upland area on the project shall be planted with native vegetation.
8. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.
9. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the St. Johns River Water Management District.
10. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
11. A feral animal removal program shall be developed and implemented for the project site.
12. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.
13. Sidewalk access shall be provided that links the project site with adjacent residential neighborhoods.
14. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

15. A walking trail of at least ¼ mile shall be provided on the project site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

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

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

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

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

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

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

and

Florida Communities Trust

2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

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

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

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

XIII. DEFAULT; REMEDIES; TERMINATION

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

a. If any warranty or representation made by the Recipient in this Agreement, FCT shall Recipient shall fail contained in this such in thereunder;

any previous agreement with FCT or in any document provided to at any time be false or misleading in any respect, or if the to keep, observe or perform any of the terms or covenants Agreement or any previous agreement with FCT and has not cured timely fashion, or is unable or unwilling to meet its obligations

b. If any material adverse change shall occur in the financial condition of the to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

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

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

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

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

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

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

d. Exercise any corrective or remedial actions, including, but not limited to, advise that more serious measures may be taken if the situation is not corrected; or

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

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

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

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

XIV. LEGAL AUTHORIZATION

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

XV. STANDARD CONDITIONS

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

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

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

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity,

and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

This Agreement embodies the entire agreement between the parties.

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

CITY OF NEW SMYRNA BEACH

FLORIDA COMMUNITIES TRUST

By: _____
Print Name: _____
Title: _____

By: _____
Janice Browning
Division Director of Housing &
Community Development

Date: _____

Date: _____

Approved as to Form and Legality:
By: _____
Print Name: _____

Approved as to Form and Legality:
By: _____
Kristen L. Coons, Trust Counsel

EXHIBIT L

100-YEAR FLOOD PLAIN MAP

FEMA 100 YEAR FLOOD MAP

April 17, 2008

