

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100

PINELLAS COUNTY FLA.
OFF.REC.BK 8934 PG 2101

FCT CONTRACT # 95-CT-30-92-2A-J1-007 FLORIDA COMMUNITIES TRUST
P2A AWARD# 92-007-P2A

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 1995, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PINELLAS COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

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

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

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

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

*K. Dunn 70. New State Hwy. 119 mi. N.W.
201 Rogers St.
Clearwater, FL 346.*

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

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

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

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

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

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Pinellas County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

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

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

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

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

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

FCT: Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: Pinellas County
Real Estate Management Division
201 Rogers Street
Clearwater, FL 34616
ATTN: Real Estate Coordinator

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

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

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 308.508(4)(e), Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Outdoor recreational facilities including nature trails, boardwalks, and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. An environmental education center shall be developed in the project area that will provide information on the natural features and ecology of the area. Environmental education programs related to the natural resources on the Project Site shall be developed and implemented.

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

4. The cypress swamp, pine flatwoods, hydric hammock, xeric hammock, and floodplain communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

5. The Project Site shall be managed in a manner that will optimize habitat conditions for the listed wildlife species that utilize or could potentially utilize the Project Site, including the reintroduction of scrub jays. The FCT Recipient shall coordinate with the Game and Fresh Water Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall conduct periodic surveys of listed species using the Project Site.

6. A stormwater management plan shall be developed in conjunction with the Southwest Florida Water Management District for the project area and implemented to improve the quality of water entering Brooker Creek.

7. The hydrology of the site shall be restored to a more natural function and shall include the restoration of areas impacted by roads and drainage ditches. The FCT Recipient shall coordinate with the Southwest Florida Water Management District on the restoration of the hydrology and management of the Project Site.

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

9. Invasive exotic vegetation that occurs on the Project Site shall be eradicated to the greatest extent possible.

10. The FCT Recipient shall restore approximately 105 acres of upland to sandhill and pine flatwood communities in terms of biological composition and ecological function. The cleared pasture, parcel 13, shall be restored to a sandhill or scrub community in terms of biological composition and ecological function.

11. The FCT Recipient shall coordinate security, access, and resource management issues with the with power line easement or right-of-way holder. The FCT Recipient in cooperation with the easement or right-of-way holder shall pursue the restoration of a more natural vegetative community within the utility

corridor.

12. Management of the Project Site shall be coordinated with management of the adjacent county owned Brooker Creek Preserve and adjacent Southwest Florida Water Management District lands.

13. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

14. The Project Site shall be formally incorporated into the county greenway network.

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

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

PINELLAS COUNTY, a political subdivision of the State of Florida,
BY ITS BOARD OF COUNTY COMMISSIONERS

FLORIDA COMMUNITIES TRUST

BY: [Signature]

[Signature]
Linda Loomis Shelley, Chairman

Title: CHAIRMAN

Date: 2-28-95

Date: 3/9/95

Accepted as to Form and Legal Sufficiency SUBJECT TO PROPER EXECUTION BY FLORIDA COMMUNITIES TRUST

Accepted as to Form and Legal Sufficiency:

[Signature]
SR. ASST. CO. ATTY

[Signature]

Date: 2/22/95

Date: 3-7-95

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 28
day of February, 1995, by Steven M. Seibert,
as Chairman of Pinellas County. He is personally
known to me, or has produced _____ as identification.

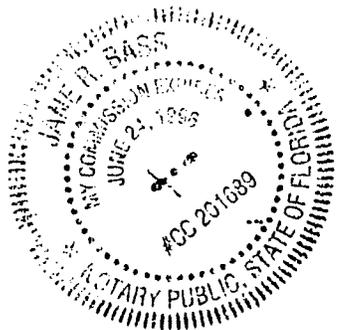


ELEANOR CALCESE
MY COMMISSION # CC082405 EXPIRES
March 28, 1995
BONDED THRU TROY FAIR INSURANCE, INC.

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

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th
day of MARCH, 1995, by LINDA LOOMIS SHELLEY, as Chair
of the Florida Communities Trust. She is personally known to me.



Jane R. Bass
Notary Public
Print Name: Jane R. Bass
Commission No. # 201689
My Commission Expires: 6/21/95

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land lying in Section 24, Township 27 South, Range 16 East and Section 12 and 13, Township 27 South, Range 16 East, LESS any existing Road Right-of-Way, Pinellas County, Florida and being more particularly described as follows:

PARCEL A

Commence at the SW corner of said Section 24, thence along the S line of said Section 24, N 89°59'07" E for 1421.63 feet thence N 1°00'00" W. for 4598.30 feet, to the Point of Beginning; thence N 1°00'00" W. for 5014.81 feet to the southerly right-of-way line of State Road No. 562 (Keystone Road), said point being on the arc of a curve concave to the NW having radial bearing of N 11°39'23" W, thence N8ly along said right-of-way and the arc of said curve having a radius of 2924.79 feet and a central angle of 3°22'49" for 172.56 feet; thence continue along said right-of-way the following three (3) courses and distances: (1) thence N 74°57'48" E. for 8.97 feet; (2) thence N 15°02'12" W for 10.00 feet; (3) thence N 74°57'48" E. 845.99 feet; thence S 1°00'00" E. for 6268.77 feet; thence S 89°00'00" W. for 995.55 feet to the Point of Beginning.

PARCEL B

Commence at the SW corner of said Section 24; thence along the S line of said Section 24 N 89°59'07" E. for 1324.13 feet to the Point of Beginning; thence N 1°42'09" W. for 5336.79 feet to a point on the N line of said Section 24; thence N 0°17'04" for 5258.86 feet to a point on the Sly right-of-way line of State Road No. 562 (Keystone Road) said point being on the arc of a curve concave to the NW, having a radial bearing of N 9°43'26" W; thence NEly along said road and along the arc of said curve having a radius of 2924.79 feet and a central angle of 1°55'57" for 98.65 feet; thence S 1°00'00" E for 10613.12 feet; thence S 89°59'07" W for 97.50 feet to the Point of Beginning.

PARCEL C

Commence at the SW corner of said Section 24, thence along the S line of said Section 24, N 89°59'07" E. for 1421.63 feet thence N 1°00'00" W. for 3053.30 feet to the Point of Beginning; thence N 1°00'00" W. for 1545.00 feet; thence N 89°00'00" E. for 995.55 feet; thence S 1°00'00" E. for 1545.00 feet; thence S 89°00'00" W. for 995.55 feet to the Point of Beginning.

PARCEL D

Commence at the SW corner of Section 24, Township 27 South, Range 16 East; thence along the S line of said Section 24, N 89°59'07" E. for 1421.63 feet to the Point of Beginning; thence N 1°00'00" W. for 3053.30 feet; thence N 89°00'00" E. for 995.55 feet; thence S 1°00'00" E. for 3070.43 feet; thence along the S line of said Section 24, S 89°59'07" W. for 995.69 feet to the Point of Beginning.

PARCEL E

Commence at the SW corner of Section 24, Township 27 South, Range 16 East, and run N 89°59'07" E., a distance of 1093.68 feet to the Point of Beginning; thence run N 1°42'09" W., a distance of 5344.49 feet; thence run N0°17'04" W., a distance of 5228.10 feet to a point on a curve to the left; thence by a curve to the left having a radius of 2924.79 feet, a chord bearing of N83°40'29"E., a chord distance of 231.91 feet, run an arc distance of 231.97 feet; thence run S 0°17'04" E., a distance of 5258.85 feet; thence run S 1°42'09" E., a distance of 5339.22 feet, thence run S 89°59'07" W., a distance of 230.45 feet to the Point of Beginning.

PARCEL F

And Commence at the SW corner of Section 24, Township 27 South, Range 16 East and run N 89°59'07" E., a distance of 938 feet to the Point of Beginning; thence run N 01°42'09" W., a distance of 5348.02 feet; thence run N 0°17'04" W., a distance of 5217.74 feet; thence along a curve to the left having a radius of 2924.75 feet, a chord bearing N 87°27'45" E., a chord length of 154.92 feet, run an arc distance of 154.94 feet; thence run S 0°17'04" E., a distance of 5228.10 feet; thence run S 01°42'09" E., a distance of 5344.49 feet; thence run S 89°59'07" W., a distance of 154.71 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

For a point of reference, commence at the Southwest corner of Section 24, Township 27 South, Range 16 East, Pinellas County Florida. Run thence N 89°52'39" E., along the South boundary of said Section 24, a distance of 938.97 feet for the Point of Beginning; continue thence N 89°52'39" E., along the South boundary of Section 24, a distance of 1478.30 feet; thence N 01°00'00" W., a distance of 6355.99 feet; thence N 44°26'31" W., a distance of 373.84 feet; thence N 33°58'56" W., a distance of 227.67 feet; thence N., 28°39'53" W., a distance of 316.88 feet; thence N 14°01'59" E., a distance of 199.28 feet; thence N 33°08'49" W., a distance of 199.92 feet; thence N 35°30'46" W., a distance of 522.79 feet; thence S 54°52'32" W., a distance of 322.28 feet; thence S 81°01'03" W., a distance of 147.55 feet; thence S 14°58'35" E., a distance of 206.06 feet; thence N 82°56'28" W., a distance of 277.27 feet to a point on a line 940 feet East of and parallel to the West boundary of Section 13, Township 27 South, Range 16 East; thence S 0°17'04" E., along said line 940 feet East of and parallel to the West boundary of said Section 13, a distance of 2160.39 feet to a point on the South boundary of said Section 13, thence S 01°42'09" E., a distance of 5346.74 feet to the Point of Beginning.

AND ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED OUT PARCEL:

From the Northeast corner of WHISPERING LAKES, as recorded in Plat Book 93, pages 55 through 61, inclusive, of the Public Records of Pinellas County, Florida, as a Point of Reference, thence S 00°17'04" E., along the East line of said WHISPERING LAKES, 461.90 feet for a point of Beginning; thence S 46°54'57" E., 447.07 feet; thence S 00°17'04" E., 1506.29 feet; thence S 89°42'56" W., 325 feet to a point on the aforementioned East line of WHISPERING LAKES; thence N 00°17'04" W., along said East line, 1813.29 feet to the Point of Beginning.

END OF LEGAL DESCRIPTION

C

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100

PINELLAS COUNTY FLA.
OFF.REC.BK 9311 PG 1540

FCT CONTRACT#95-CT-30-92-2A-J1-007 FLORIDA COMMUNITIES TRUST
P2A AWARD# 92-007-P2A

AMENDMENT I
GRANT AWARD AGREEMENT

THIS AMENDMENT I to the GRANT AWARD AGREEMENT is entered into this 17th day of March, 1996, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PINELLAS COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A.I." attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

WHEREAS, FCT and FCT Recipient entered into a Grant Award Agreement dated March 9, 1995, and recorded March 13, 1995, in Official Records Book 8934, page 2101, Public Records of Pinellas County, Florida, at the time of the acquisition of Parcel 13 of the Project Site, as described in Exhibit "A" to the Grant Award Agreement;

WHEREAS, FCT has approved the terms under which Parcels 3, 4, 6, 7 and 12 of the Project Site were acquired by the FCT Recipient and Parcels 3, 4, 6, 7 and 12 of the Project Site shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real

RE MGMT DIV.
ROGERS ST
TALLAHASSEE, FL 32310

ENCLOSURE
NIC

NIC

property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, General Conditions paragraph 3 of the Grant Award Agreement states that this Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the purpose of this Amendment is to impose the covenants and restrictions of the Grant Award Agreement on Parcels 3, 4, 6, 7 and 12 of the Project Site, in addition to Parcel 13 of the Project Site, subsequent to reimbursement of FCT Recipient acquisition costs from FCT Preservation 2000 Bond Proceeds.

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

The Grant Award Agreement dated March 9, 1995, and recorded March 13, 1995, in Official Records Book 8934, page 2101, Public Records of Pinellas County, Florida, is hereby amended to impose the terms, covenants and restrictions of the Grant Award Agreement on Parcels 3, 4, 6, 7 and 12 of the Project Site as described in Exhibit "A.I." attached hereto, in addition to Parcel 13 of the Project Site as described in Exhibit A to the Grant Award Agreement.

This Amendment I to the Grant Award Agreement, including Exhibit "A.I.", and the Grant Award Agreement, including Exhibit "A", embody the entire agreement between the parties.

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

PINELLAS COUNTY, a political
subdivision of the
State of Florida,
BY ITS BOARD OF COUNTY
COMMISSIONERS

FLORIDA COMMUNITIES TRUST

BY: Jillie Parker

James F. Murley
James F. Murley, Chairman

Title: Chairman

Date: 2-27-96

Date: March 27, 1996

GAA\92-007-P2A
AMENDI\2-8-96

ATTEST: KARLEEN F. De BLAKER, CLERK

By: Delois R. Bann
Deputy Clerk

Pinellas County:

Accepted as to Form and Legal Sufficiency: SUBJECT TO PROPER EXECUTION BY FLORIDA COMMUNITIES TRUST

Sarah Richardson, Asst. G. Atty

Date: 2/20/96

Florida Communities Trust:

Accepted as to Form and Legal Sufficiency:

Ann Jurid

Date: 3/18/96

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27th day of February, 1996, by Sallie Parks as Chairman of Pinellas County. He is personally known to me, ~~or has produced~~ _____ as identification.

Jo Anne H. Reilly
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



JO ANNE H. REILLY
MY COMMISSION # CC363415 EXPIRES
June 15, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of March, 1996, by JAMES F. MURLEY, as Chair of the Florida Communities Trust. He is personally known to me.

Steven Pfeiffer for



JANICE D. DUGHI
MY COMMISSION # CC 245712 EXPIRES
December 10, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

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

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

FCT CONTRACT#95-CT-30-92-2A-J1-007 FLORIDA COMMUNITIES TRUST
P2A AWARD# 92-007-P2A

**AMENDMENT II
GRANT AWARD AGREEMENT**

THIS AMENDMENT II to the GRANT AWARD AGREEMENT is entered into this 17th day of November, 1996, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PINELLAS COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A.II." attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

WHEREAS, FCT and FCT Recipient entered into a Grant Award Agreement dated March 9, 1995, and recorded March 13, 1995, in Official Records Book 8934, page 2101, Public Records of Pinellas County, Florida, at the time of the acquisition of Parcel 13 of the Project Site, as described in Exhibit "A" to the Grant Award Agreement;

WHEREAS, FCT and FCT Recipient entered into Amendment I to the Grant Award Agreement dated March 23, 1996, and recorded April 16, 1996, in Official Records Book 9311, page 1540, Public Records of Pinellas County, Florida, at the time of the acquisition of Parcels 3, 4, 6, 7 and 12 of the Project Site, as described in Exhibit "A.I" to Amendment I to the Grant Award Agreement;

WHEREAS, Exhibit "A.I" to Amendment I to the Grant Award Agreement was not attached and recorded with Amendment I;

WHEREAS, FCT has approved the terms under which Parcels 5, 8, 9 and 10 of the Project Site were acquired by the FCT Recipient and Parcels 5, 8, 9 and 10 of the Project Site shall be subject to such covenants and restrictions as are sufficient to

801 ROGERS ST.
CLEARWATER, FL.

ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

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

WHEREAS, General Conditions paragraph 3 of the Grant Award Agreement states that this Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the purpose of this Amendment is to incorporate Exhibit "A.I" to the Grant Award Agreement; and

WHEREAS, the purpose of this Amendment is to impose the covenants and restrictions of the Grant Award Agreement on Parcels 5, 8, 9 and 10 of the Project Site, in addition to Parcels 3, 4, 6, 7, 12 and 13 of the Project Site, subsequent to reimbursement of FCT Recipient acquisition costs from FCT Preservation 2000 Bond Proceeds.

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

The Grant Award Agreement dated March 9, 1995, and recorded March 13, 1995, in Official Records Book 8934, page 2101, as amended by Amendment I to the Grant Award Agreement, dated March 23, 1996, and recorded April 16, 1996, in Official Records Book 9311, page 1540, both of the Public Records of Pinellas County, Florida, is hereby amended incorporate Exhibit "A.I" attached hereto, and to impose the terms, covenants and restrictions of the Grant Award Agreement on Parcels 5, 8, 9 and 10 of the Project Site as described in Exhibit "A.II" attached hereto, in addition to Parcels 3, 4, 6, 7, 12 and 13 of the Project Site as described in Exhibit "A" to the Grant Award Agreement and Exhibit "A.I" to Amendment I to the Grant Award Agreement.

This Amendment II to the Grant Award Agreement, including Exhibit "A.II", the Grant Award Agreement, including Exhibit "A", and Amendment I to the Grant Award Agreement, including Exhibit "A.I", embody the entire agreement between the parties.

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

PINELLAS COUNTY, a political subdivision of the State of Florida, BY ITS BOARD OF COUNTY COMMISSIONERS

FLORIDA COMMUNITIES TRUST

BY: Sallie Parks

James F. Murley

James F. Murley, Chairman

Date: 10/29/96

Date: 11-7-96

ATTEST: KARLEEN F. De BLAKER, CLERK

By: Selena R. Baines
Pinellas County Deputy Clerk

Florida Communities Trust:
Accepted as to Form and Legal Sufficiency:

Accepted as to Form and Legal Sufficiency:

Ann Jurid
Date: 11-6-96

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of October, 1996, by Sallie Parks as Passman Board of Comm. of Pinellas County. He is personally known to me, ~~or has produced~~ as identification.

Huyen Kim Hahn
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____
HUYEN KIM HAHN
MY COMMISSION # CC277031 EXPIRES
April-15, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of November, 1996, by JAMES F. MURLEY, as Chair of the Florida Communities Trust. He is personally known to me.

Janice D. Dugh
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____
BONDED THRU TROY FAIR INSURANCE, INC.

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
SUBJECT TO PROPER EXECUTION
BY FLA. COMMUNITIES TRUST

By Suzanne Richardson
Asst. Co. Attorney

GAA\92-007-P2A
AMENDII\9-25-96



JANICE D. DUGH
MY COMMISSION # CC 245713 EXPIRES
December 10, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A.I"

The West 2/3 of the East 3/4 of the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 27 South, Range 16 East, less the North 30 feet and the South 30 feet for public right of way;

and

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 27 South, Range 16 East, less the East 45 feet and less the North 30 feet for public right of way;

and

The South 1/2 of the Southeast Quarter of the Southeast Quarter of Section 26, Township 27 South, Range 16 East;

and

The East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 27 South, Range 16 East;

and

That part of the North 3/4 of the Northeast 1/4 of Section 36, Township 27 South, Range 16 East, lying East of the Florida Power Corporation Right of way, being more particularly described as follows: Beginning at the Northeast corner of Section 36, Township 27 South, Range 16 East for a P.O.B.; thence run along the North line of said section North 89° 28' 28" West a distance of 932.57 feet to the East boundary line of Florida Power Corporation Right of way; thence run along said East Right of Way line South 0° 46' 44" East a distance of 600.07 feet, thence run South 89° 27' 28" East a distance of 942.20 feet to the East line of Section 36, Township 27 South, Range 16 East; thence run along East line of said Section North 1° 41' 50" West a distance of 600.64 feet to the P.O.B.

and

The East 1/2 of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 27 South, Range 16 East, less and except a 20 foot strip along the quarter section lines to be used as right of way for public roads.

All lying and being in Pinellas County, Florida.

EXHIBIT "A.II"

The West 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 (being Tract No. 3) and the East 15 acres of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 being the East 1/2 of No. 1 and all of No. 2 and all in Section 36, Township 27 South, Range 16 East; AND

That part of the North 3/4 of the Northeast 1/4 of Section 36, Township 27 South, Range 16 East, lying East of the Florida Power Corporation right of way being more particularly described as follows: Begin at the East 1/4 corner of said Section 36, run along the East line of said section North 01°41'50" West, a distance of 657.93 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said section, for a Point of Beginning, run thence along the said East line North 01°41'50" West, a distance of 682.45 feet, run thence North 89°26'29" West, a distance of 953.28 feet to the East line of the Florida Power right of way, run thence along said East line South 0°46'44" East, a distance of 681.82 feet, thence run South 89°25'30" East, a distance of 964.22 feet to the Point of Beginning. AND

A PORTION OF THAT PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 16 EAST, LYING EAST OF THE FLORIDA POWER RIGHT OF WAY DESCRIBED IN CLERK'S INSTRUMENT NO. 249220B, RECORDS OF PINELLAS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1142.45 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, THENCE ALONG, THE EAST LINE OF SAID SECTION 36, RUN NORTH 230.7 FEET, THENCE RUN WEST 945.92 FEET TO THE FLORIDA POWER RIGHT OF WAY, THENCE RUN SOUTH 230.7 FEET, THENCE RUN EAST 945.92 FEET, TO THE POINT OF BEGINNING.

AND

A SURVEY OF THAT PORTION OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 16 EAST, LYING EAST OF THE FLORIDA POWER CORPORATION RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EAST 1/4 CORNER OF SAID SECTION 36, RUN THENCE ALONG THE EAST LINE OF SAID SECTION NORTH 01 DEG. 41'50" WEST, A DISTANCE OF 657.93 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36, THENCE CONTINUE ALONG SAID EAST LINE A DISTANCE OF 682.45 FEET, FOR A POINT OF BEGINNING, THENCE CONTINUE ALONG SAID EAST LINE A DISTANCE OF 460.00 FEET, THENCE RUN NORTH 89 DEG. 27'09" WEST A DISTANCE OF 945.90 FEET TO THE EAST LINE OF THE FLORIDA POWER CORPORATION RIGHT OF WAY, THENCE RUN ALONG SAID RIGHT OF WAY LINE SOUTH 0 DEG. 46'44" EAST A DISTANCE OF 459.59 FEET, THENCE RUN SOUTH 89 DEG. 26'29" EAST, A DISTANCE OF 953.28 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN PINELLAS COUNTY, FLORIDA.

GAA\92-007-P2A
AMENDII\9-25-96

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

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

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

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

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

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

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Pinellas County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

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

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

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

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

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

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

FCT: Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: Pinellas County

ATTN: _____

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

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

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

shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 308.508(4)(e), Florida Statutes.

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

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

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

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

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

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

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for resource-based public outdoor recreation which is compatible with the conservation, protection

and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

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

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

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

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

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

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

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

authorization has been obtained from the Department of State, Division of Historical Resources.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Outdoor recreational facilities including nature trails, boardwalks, and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.
2. An environmental education center shall be developed in the project area that will provide information on the natural features and ecology of the area. Environmental education programs related to the natural resources on the Project Site shall be developed and implemented.
3. The timing and extent of a vegetative survey of vegetative communities and plant species on the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of

the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.

4. The cypress swamp, pine flatwoods, hydric hammock, xeric hammock, and floodplain communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

5. The Project Site shall be managed in a manner that will optimize habitat conditions for the listed wildlife species that utilize or could potentially utilize the Project Site. The FCT Recipient shall coordinate with the Game and Fresh Water Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall conduct periodic surveys of listed species using the Project Site.

6. A stormwater management plan shall be developed in conjunction with the Southwest Florida Water Management District for the project area and implemented to improve the quality of water entering Brooker Creek.

7. The hydrology of the site shall be restored to a more natural function and shall include the restoration of areas impacted by roads and drainage ditches. The FCT Recipient shall coordinate with the Southwest Florida Water Management District on the restoration of the hydrology and management of the Project Site.

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

9. Invasive exotic vegetation that occurs on the Project Site shall be eradicated to the greatest extent possible.

10. The FCT Recipient shall restore approximately 105 acres of upland to sandhill and pine flatwood communities in terms of biological composition and ecological function. The cleared pasture, parcel 13, shall be restored to a sandhill or scrub community in terms of biological composition and ecological function.

11. The FCT Recipient shall coordinate security, access, and resource management issues with the with power line easement or right-of-way holder. The FCT Recipient in cooperation with the easement or right-of-way holder shall pursue the restoration

EXHIBIT "A"

Being a portion of that certain property described in O.R. Book 6546, Page 1272 in the Official Records of Pinellas County, Florida and being described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 27 South, Range 16 East, Pinellas County, Florida; thence North $00^{\circ}48'51''$ West, along the West line of the Southeast 1/4 of said Section 26, also being the East line of Ridgemoor Boulevard, as recorded in O.R. Book 6513, Page 1048 in the Official Records of Pinellas County, Florida and being the basis of bearings of this description for 182.89 feet to the Point of Beginning; thence continue North $00^{\circ}48'51''$ West, along said West section line and along the Northern 17.12 feet of the East line of said Ridgemoor Boulevard and along the East line of the plat of Westmonte Estates as recorded in Plat Book 96, Pages 45 through 49 in the Official Records of Pinellas County, Florida, for 868.31 feet; thence North $88^{\circ}29'00''$ East, along a line 1051.15 feet North of and parallel to the South line of the Southeast 1/4 of said Section 26, for 1335.15 feet; thence South $01^{\circ}03'51''$ East, along the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26, for 1051.18 feet; thence South $88^{\circ}29'00''$ West, along the South line of the Southeast 1/4 of said Section 26, also being the North line of the plat of Glenridge East, as recorded in Plat Book 97, Pages 69 through 72 in the Official Records of Pinellas County, Florida, for 1232.23 feet to the East right-of-way line of Forest Lake Boulevard Extension as recorded in Official Record Book 6737, Page 1104 in the Official Records of Pinellas County, Florida, thence, along said right-of-way line the following two (2) courses: (1) thence North $01^{\circ}14'07''$ West for 16.57 feet to the Point of Curvature of a curve concave to the Southwest; (2) thence Northwesterly along the arc of said curve having a radius of 182.58 feet, a central angle of $65^{\circ}15'17''$, an arc length of 207.94 feet and a chord bearing North $33^{\circ}51'45''$ West for 196.88 feet to the Point of Beginning.

of a more natural vegetative community within the utility corridor.

12. Management of the Project Site shall be coordinated with management of the adjacent county owned Brooker Creek Preserve and adjacent Southwest Florida Water Management District lands.

13. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

14. The Project Site shall be formally incorporated into the county greenway network.

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

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

Witness:

Print Name:

Print Name:

ATTEST: KARLEEN F. De BLAKER, CLERK

By: Deloris R. Barnes
Deloris R. Barnes, Deputy Clerk

PINELLAS COUNTY

By: [Signature]
Its:

Date: May 7, 1996

Accepted as to Legal Form and Sufficiency:

[Signature]
Date: 4/30/96

FLORIDA COMMUNITIES TRUST

[Signature]
James F. Murley, Chair

Date: 5/21/96

[Signature]
Witness Name:

[Signature]
Witness Name:

Florida Communities Trust:
Accepted as to Legal Form and
Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel
Date: 5/21/96

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
13th day of May, 1996, by Jallie Parks,
as Chairman. He is personally
known to me, or has produced _____ as identification.



LINDA R. REED
MY COMMISSION # CC483043 EXPIRES
July 23, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Linda R. Reed
Notary Public
Print Name: LINDA R. REED
Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
21st day of May, 1996, by JAMES F. MURLEY, as Chair
of the Florida Communities Trust. He is personally known to me.

Ann J. Wild
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



ANN J. WILD
MY COMMISSION # CC 224224 EXPIRES
August 30, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

Return to:

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

PINELLAS COUNTY FLA.
OFF.REC.BK 9741 PG 1696

FCT CONTRACT# ~~96CT-78-94-4A-51-004~~ FLORIDA COMMUNITIES TRUST
P4A AWARD# 94-004-P4A

**AMENDMENT I
GRANT AWARD AGREEMENT**

THIS AMENDMENT I to the GRANT AWARD AGREEMENT is entered into this 12th day of June, 1997, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PINELLAS COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A.I." attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

WHEREAS, FCT and FCT Recipient entered into a Grant Award Agreement dated May 21, 1996, and recorded May 24, 1996, in Official Records Book 9353, page 896, Public Records of Pinellas County, Florida, at the time of the acquisition of Site 1 of the Project Site, as described in Exhibit "A" to the Grant Award Agreement;

WHEREAS, FCT has approved the terms under which Parcels 1, 3 and 4 of Site 4 of the Project Site were acquired by the FCT Recipient and these parcels of the Project Site shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

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

enter office

WHEREAS, General Conditions paragraph 3 of the Grant Award Agreement states that this Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the purpose of this Amendment is to impose the covenants and restrictions of the Grant Award Agreement on Parcels 1, 3 and 4 of Site 4 of the Project Site, in addition to Site 1 of the Project Site, subsequent to reimbursement of FCT Recipient acquisition costs from FCT Preservation 2000 Bond Proceeds.

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

The Grant Award Agreement dated May 21, 1996, and recorded May 24, 1996, in Official Records Book 9353, page 896, Public Records of Pinellas County, Florida, is hereby amended to impose the terms, covenants and restrictions of the Grant Award Agreement on Parcels 1, 3 and 4 of Site 4 of the Project Site as described in Exhibit "A.I." attached hereto, in addition to Site 1 of the Project Site as described in Exhibit A to the Grant Award Agreement.

This Amendment I to the Grant Award Agreement, including Exhibit "A.I.", and the Grant Award Agreement, including Exhibit "A", embody the entire agreement between the parties.

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

Witness:

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: Robert B. Stewart
Its: Chairman

Date: 6/6/97

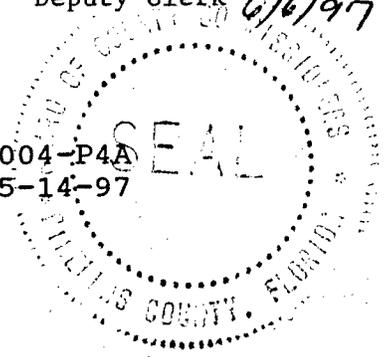
ATTEST: Pinellas County Clerk of
Circuit Court Karleen F.
De Blaker

Accepted as to Legal Form and
Sufficiency: SUBJECT TO PROPER
EXECUTION BY FLA. COM. TRUST
Sarah Richardson

By: Debbie R. Barnes
Deputy Clerk 6/6/97

Date: May 27, 1997

GAA\94-004-P4A
AMENDI\5-14-97



WITNESS:

Janice D. Dughi
Print Name: JANICE D. DUGHI
Pamela D. Kusfer
Print Name: Pamela D. Kusfer

FLORIDA COMMUNITIES TRUST
James F. Murley
James F. Murley, Chair

Date: 6/11/97

Approved as to Form and Legality

By: Ann Mulla

Date: 6-11-97

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of June, 1997, by Robert B. Stewart, as Commissioner Chairman of Pinellas County. He is personally known to me, or has produced _____ as identification.



LINDA R. REED
MY COMMISSION # CC483043 EXPIRES
July 23, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Linda R. Reed
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of June, 1997, by JAMES F. MURLEY, as Chair of the Florida Communities Trust. He is personally known to me.



Janice D. Dughi
MY COMMISSION # CC598851 EXPIRES
December 10, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

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

Exhibit "A.I."

Lots 42 and 43, Block B, DICKENS - CORPENING SUBN. NO. 1, according to the plat thereof, recorded in Plat Book 7, Page 55, Public Records of Pinellas County, Florida

and

Lots 18 and 19, Lots 20 to 25, inclusive, Lots 26 to 29, inclusive, Lots 30 to 33, inclusive, Lots 34 to 39, inclusive, and Lots 47 and 48, in Block B, and Lots 14 to 21, inclusive, Lot 26, Lots 28 and 29, Lots 32 and 33, Lots 36 to 48, inclusive, in Block C, all in DICKENS - CORPENING SUBN. NO. 1, according to the plat thereof, recorded in Plat Book 7, Page 55, Public Records of Pinellas County, Florida

and

Lots 1 to 48, inclusive, Block A; Lots 1 to 17, inclusive, and Lots 44, 45, and 46, Block B, Lots 1 to 13, inclusive, and Lots 22 to 25, inclusive, Lot 27, Lots 30, 31, 34 and 35, Block C and Lots 1 to 48, inclusive, Block D, all in DICKENS - CORPENING SUBN. NO. 1, according to the plat thereof, recorded in Plat Book 7, Page 55, Public Records of Pinellas County, Florida

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

PINELLAS COUNTY FLA.
OFF.REC.BK 9977 PG 979

FCT CONTRACT# *96-CT-78-94.HH-11-004* FLORIDA COMMUNITIES TRUST
P4A AWARD# 94-004-P4A

**AMENDMENT II
GRANT AWARD AGREEMENT**

THIS AMENDMENT II to the GRANT AWARD AGREEMENT is entered into this 27 day of January, 1998, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PINELLAS COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A.II." attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

WHEREAS, FCT and FCT Recipient entered into a Grant Award Agreement dated May 21, 1996, and recorded May 24, 1996, in Official Records Book 9353, page 896, Public Records of Pinellas County, Florida, at the time of the acquisition of Site 1 of the Project Site, as described in Exhibit "A" to the Grant Award Agreement;

WHEREAS, FCT and FCT Recipient entered into Amendment I to the Grant Award Agreement dated June 12, 1997, and recorded June 16, 1997, in Official Records Book 9741, page 1696, Public Records of Pinellas County, Florida, at the time of the acquisition of Parcels 1, 3 and 4 of Site 4 of the Project Site, as described in Exhibit "A.I." to the Grant Award Agreement;

WHEREAS, FCT has approved the terms under which Site 3 of the Project Site was acquired by the FCT Recipient and this site of the Project Site shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of

43801111
TOTAL

*Return to: Kay Atkey
R.E. Dignity, Inc.
201 Rogers St.
Clearwater FL 33756*

the FCT Recipient to use the Project Site acquired thereby for such purposes; and

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

WHEREAS, General Conditions paragraph 3 of the Grant Award Agreement states that this Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the purpose of this Amendment is to impose the covenants and restrictions of the Grant Award Agreement on Site 3 of the Project Site, in addition to Site 1 and Parcels 1, 3 and 4 of Site 4 of the Project Site, subsequent to reimbursement of FCT Recipient acquisition costs from FCT Preservation 2000 Bond Proceeds.

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

The Grant Award Agreement dated May 21, 1996, and recorded May 24, 1996, in Official Records Book 9353, page 896, as amended by Amendment I dated June 12, 1997, and recorded June 16, 1997, in Official Records Book 9741, page 1696, in the Public Records of Pinellas County, Florida, is hereby amended to impose the terms, covenants and restrictions of the Grant Award Agreement on Site 3 of the Project Site as described in Exhibit "A.II." attached hereto, in addition to Site 1 of the Project Site as described in Exhibit "A" , and Parcels 1,3 and 4 of Site 4 of the Project Site as described in Exhibit "A.I." to the Grant Award Agreement.

This Amendment II to the Grant Award Agreement, including Exhibit "A.II.", and the Grant Award Agreement, including Exhibit "A", and Amendment I to the Grant Award Agreement, including Exhibit "A.I.", embody the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment II to the Grant Award Agreement.

Witness:

PINELLAS COUNTY

PINELLAS COUNTY FLA.
OFF.REC.BK 9977 PG 98

Print Name: _____

By: Barbara Sheen Todd
Its: Chairman

Date: 1/7/98

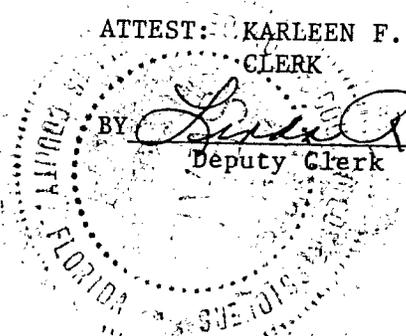
Print Name: _____

ATTEST: KARLEEN F. DE BLAKER,
CLERK

Accepted as to Legal Form and Sufficiency; subject to proper execution by Florida Communities Trust

BY: [Signature]
Deputy Clerk 1/7/98

Sarah Richardson
Date: 12/22/97



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1998, by Barbara Sheen Todd, as Chairman, Board of County Commissioners of Pinellas County. He is personally known to me, or has produced _____ as identification.

Susan M. Grayson
Notary Public
Print Name: SUSAN M. GRAYSON
Commission No. _____
My Commission Expires: _____



Susan M. Grayson
MY COMMISSION # CC682861 EXPIRES
September 22, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

WITNESS:

FLORIDA COMMUNITIES TRUST

Janice D. Dughi
Print Name: JANICE D. DUSHI

James F. Murley
James F. Murley, Chair

Pamela J. Kusper
Print Name: Pamela J. Kusper

Date: 1-27-98

Accepted as to Legal Form and Sufficiency:

Ann G. [Signature]
Date: 1/28/98

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of January, 1998, by JAMES F. MURLEY, as Chair of the Florida Communities Trust. He is personally known to me.



Janice D. Dughi
MY COMMISSION # CC588851 EXPIRES
December 10, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

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

Exhibit "A.II."

PINELLAS COUNTY FLA.
OFF.REC.BK 9977 PG 983

The Southeast Quarter of the Southwest Quarter, Section 35,
Township 27 South, Range 16 East, County of Pinellas and State of
Florida.

FCT Contract Number 04-CT-RR-03-FP-A1-006
FLORIDA COMMUNITIES TRUST
03-006-FF3
BROOKER CREEK PRESERVE - ANCLOTE RIVER ADDITIONS

GRANT CONTRACT

THIS AGREEMENT is entered into on DECEMBER 23, 2003, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and PINELLAS COUNTY, a local government of the State of Florida (Recipient). The intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement provisions of Sections 259.105, 259.1051, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * *

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

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

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

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), describes the procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department from the Florida Forever Trust Fund;

WHEREAS, the FCT Governing Board met on October 2 - 3, 2003, to score, rank, and select projects to receive approval for funding;

03-006-FF3
November 10, 2003
Partial Pre-acquired/Reimbursement

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-7, F.A.C., and as more particularly described within this Agreement;

WHEREAS, Rule 9K-7.009(1), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding; and

WHEREAS, Rule 9K-7.003(5) 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 local match, provided that real property owned by the Recipient has been acquired by the Recipient within 24 months prior to the application deadline, with the remainder to be purchased by the Recipient within 18 months after the application deadline for which the application was made. The date of this application deadline was June 10, 2003;

WHEREAS, the Recipient acquired the fee simple title to a portion the Project Site on 6/11/01, Gardner 1, 11/15/01-Alcoma, 12/21/01- (Insert date[s]) from Gardner 2, 12/27/01-Crithfield, 4/30/02-Cosgrove, (Insert Seller name[s]), and will acquire 6/6/02-Stewart Shaffer, 3/22/02-Mills, 1/0/03-McDermott, 3/21/03- fee simple title to the remainder of the Project Site prior to December 10, 2005

WHEREAS, the Recipient has requested disbursement of FCT Florida Forever Bond proceeds from FCT subsequent to the closing on the acquisition of the Project Site for the project costs expended for the acquisition of the Project Site by the Recipient; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of approval that must be satisfied by 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 cost reimbursement with the Bond proceeds.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. GENERAL CONDITIONS

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 **December 12, 2003**. If 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 will execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. This Agreement between the parties sets forth the requirements and responsibilities for cost reimbursement and management of the Project Site, described in the application that was submitted and selected for funding by FCT (Application).

03-006-FF3
November 10, 2003
Partial Pre-acquired/Reimbursement

3. Approval for funding shall be until July 3, 2004. In the event that the Project Plan described in Section V. below has not been approved by the Expiration Date, this Agreement shall be terminated. The 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 must be made in writing to FCT, fully explaining the reason for the delay and why the extension is necessary. If the Recipient does not request an extension, or if an extension is not granted to the Recipient by the FCT, the Florida Forever award granted to the Recipient shall terminate and all obligations hereunder shall cease.

4. This Agreement may be terminated before its Expiration Date at the written request of the Recipient. Such a request shall fully describe the circumstances that compel the Recipient to terminate the project. A request for termination should be mailed to the FCT at the address given in paragraph 1 above.

5. This Agreement may be terminated before its Expiration Date by the FCT if it is determined by the FCT that no significant progress is being made toward Project Plan approval, non-performance by the Recipient of the requirements listed or that other circumstances are present that would, in all likelihood, preclude or prevent the successful reimbursement for the acquisition costs for the Project Site within the established time frame. Prior to termination, notice of the proposed termination shall be mailed to the Recipient at the address given in paragraph 13 below.

6. Recipient agrees to submit the documentation to FCT that is required in this Agreement as soon as possible so that the Project Site may be acquired in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being terminated by FCT.

It is the responsibility of the Recipient and its representatives to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines. The Recipient shall provide a monthly status report to FCT of progress towards acquisition and reimbursement for the acquisition project costs.

7. The FCT Florida Forever award granted to the Recipient will in no event exceed the lesser of Fifty Percent (50.00%) of the final total eligible project costs, as defined in Rule 9K-7.002(29), F.A.C., or Four Million Two Hundred Sixty One Thousand Dollars And No Cents (\$4,261,000.00), unless the FCT approves a different amount, after determination of the Maximum Approved Purchase Price as provided in Rule 9K-8.007, F.A.C., and which shall be reflected in an addendum to this Agreement. The amount of the grant shall not exceed the Limitation of Award provided in Rule 9K-7.003(3), F.A.C., and as advertised in the Notice of Application.

03-006-FF3

November 10, 2003

Partial Pre-acquired/Reimbursement

8. The grant amount stated in paragraph 7 above is based on the Recipient's estimate of total project costs in its Application, as well as limits on awards in the notice of application period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual total project costs, defined in Rule 9K-7.002(29), F.A.C., for acquisition of the Project Site. The total project costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the Maximum Approved Purchase Price based on appraisal reports that comply with requirements set forth in Rule 9K-8.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Board selected the Recipient's Application for funding to acquire the entire Project Site identified in its Application. The 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. Any request for modification of the boundary of the Project Site identified in the Application may be considered by the FCT following the procedures for submission and review of boundary modification requests 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 was required in the application. The 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, incorporated by reference herein and attached as Exhibit "A," cannot be acquired. Approval of this Agreement shall constitute approval of the Acquisition Plan by FCT.

10. The FCT funds shall be delivered either in the form of eligible project costs prepaid by FCT to vendors or in the form of a State 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 will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that will evidence the amount of local match, if any is required, provided by the Recipient and the portion of the FCT award that corresponds to the parcel being closed. Funds expended by the FCT for eligible project costs incurred by the FCT will be recognized as part of the FCT grant award amount on the grant reconciliation statement.

11. The Recipient's local match, if any is required, shall be delivered either in the form of eligible project costs prepaid to vendors by the Recipient; purchase price paid to seller(s); or eligible documented donation by Seller(s) of land value. The funds expended by the Recipient for eligible project costs incurred by the Recipient conducting acquisition activities will be recognized as part of the local match, on the grant reconciliation statement prepared pursuant to paragraph 10 above.

03-006-FF3

November 10, 2003

Partial Pre-acquired/Reimbursement

In the event that preacquired or donated land value is the source of local match, the value attributed to the local match, shall be determined after an appraisal report(s) that complies with the procedures and requirements set forth in Rule 9K-8.007, F.A.C. is reviewed and approved by FCT prior to FCT funds being delivered for the project. The Recipient shall provide the appraisal(s) for the parcel(s), as required by Rule 9K-8.007, F.A.C., (1) – (4), for review by a date not to exceed 90 days after execution of this Agreement. FCT will review the appraisals and, upon approval, will determine the Maximum Approved Purchase Price as provided in Rule 9K-8.007(5) and (6), F.A.C. for FCT Reimbursement.

12. The FCT Governing Board selected applications for funding on October 2 - 3, 2003, at which time the Project Site became part of a list of lands that were approved for consideration for land acquisition. If action initiated by the Recipient that is the local government having jurisdiction over the Project Site, subsequent to October 2 - 3, 2003, results in a governmentally-derived higher value due to an enhanced highest and best use, the FCT acquisition activities will be terminated unless the Seller agrees that the appraisal will be based on the highest and best use of the Project Site on or before October 2 - 3, 2003.

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

Name: Michael F. Nahat

Title: Real Estate Coordinator

Address: 440 Court Street - 2nd Floor West - Clearwater, FL 33756

Phone: (727) 464-5436 **Fax:** (727) 464-5251

Email mnahat@co.pinellas.fl.us

All contact and correspondence from FCT to the Recipient will be through the key contact. The Recipient must notify the FCT as to any change in the authorization of the key contact on behalf of the Recipient named above. This notification must be made in writing to the Executive Director and signed by the appropriate authorized administrator, officer, or employee named in paragraph III.6.d. below.

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

03-006-FF3
November 10, 2003
Partial Pre-acquired/Reimbursement

II. AUDIT REQUIREMENTS

Section 215.97, Florida Statutes, the Florida Single Audit Act, provides uniform state audit requirements for state financial assistance provided by state agencies over the audit threshold as defined in that Section as follows:

1. The Recipient agrees to 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.

2. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by FCT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

3. The Recipient shall also provide FCT with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

4. In the event that the Recipient expends a total amount of State financial assistance from all state sources equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

Section I.7. above indicates State financial assistance through FCT by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by FCT as a grant appropriation.

- a. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
- c. The complete financial audit report, including all items specified in (d) below, shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

State of Florida Auditor General
Room 401 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

- d. In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General.
- e. If the Recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, 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 these applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

03-006-FF3
November 10, 2003
Partial Pre-acquired/Reimbursement

6. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five 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, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

III. AFFIRMATIONS, ANNUAL STEWARDSHIP REPORT, AUTHORIZED EXECUTOR AND FEDERAL EMPLOYEE IDENTIFICATION NUMBER.

By execution of this Agreement, the Recipient affirms that:

1. the Recipient is ready, willing and able to provide the local match, if any is required;
2. the Recipient reaffirms the representations made in its Application;
3. the Recipient shall, on January 30 of each year after FCT reimbursement for project costs for the acquisition of the Project Site, prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013 , F.A.C.;
4. 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 Grant Award Agreement.

As to: Grant Contract
Name: Karen Williams Seel, Commissioner

Title: Chairman

Address: 315 Court Street, Clearwater, FL 33756

Phone: (727) 464-5436 Fax: (727) 464-5251

Email: _____

As to: Grant Contract Addendums, Grant Reconciliation Statement, Statements submitted as part of the Project Plan, and Grant Award Agreement:
Assistant County Administrator - J. Keith Wicks, P.E. or Jan R. Herbst,

03-006-FF3 Director of Public Works.

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The Recipient must notify the FCT as to any change in the authorization of the administrator, officer or employee named in this paragraph to execute all documents on behalf of the Recipient. This notification must be made in writing to the Executive Director and signed by the appropriate administrator, officer or employee.

5. the Recipient hereby notifies the FCT that the Recipient's Federal Employer Identification Number is 59-6000800.

IV. MANAGEMENT PLAN APPROVAL

1. Prior to approval of the Project Plan (described in Section V below), signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of award funds by FCT, the Recipient must prepare a Management Plan that complies with Rule Chapter 9K-7.011, F.A.C., and addresses the criteria and conditions set forth in Sections IV, VI, VII, VIII, and IX-herein. Recipient is strongly urged to coordinate with the FCT staff in order to ensure that the FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the project and delivery of FCT funds.

2. The Management Plan, which is intended to explain how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement, 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, 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 how the management will be coordinated with other agencies and public lands, if applicable.
- i. A schedule for implementing the development and management activities of the Management Plan.
- j. Cost estimates and funding sources to implement the Management Plan.
- k. A schedule for implementing the development and management activities of the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan must 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 identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its 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, F.S., the Recipient(s) shall be required to provide the FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(32), 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, the FCT may require the Recipient to post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; require the Recipient to establish an endowment or other fund in an amount sufficient to ensure performance; require 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 Nonprofit Environmental Organization Recipient is unable to, and may require the Local Government to be a named co-signer on the Grant Award Agreement; or require such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

V. PROJECT PLAN APPROVAL

1. Prior to final disbursement of award funds by FCT, the Recipient must prepare a Project Plan that complies with Rule 9K-8.011, F.A.C. This Project Plan is a compilation of the following items listed below, which must be reviewed and approved by FCT.

The Project Plan shall include, and shall not be considered by FCT unless it includes all of the following documents, to be reviewed and approved by FCT to ensure that the interest of the State of Florida will be protected:

- a. The following closing documents associated with the parcel(s):
 - (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between Recipient and ~~Gardner, 1, Alcoma, Gardner 2,~~ Crithfield, Cosgrove, Mills, Stewart, McDermott, Shaffer (Insert name[s] of Seller[s]).
 - (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcels.
 - (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 dated within 90 days of the date of acquisition of the parcel(s) by 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 45 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. A letter from FCT indicating approval of the Management Plan written according to Rule Chapter 9K-7.011, F.A.C., and as described in Section IV above.

- c. A statement of the total Project Cost as defined in Rule Chapter 9K-7.002(28 29), F.A.C.
- d. A statement of the amount of the award being requested from the FCT.
- e. Supporting documentation that the conditions imposed as part of this Agreement has been satisfied.
- f. 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.
- g. Additional documentation as may be requested by FCT to provide Reasonable Assurance as set forth in Section IV.4 above.

2. The FCT strongly encourages the Recipient to request a courtesy review of its Project Plan prior to submission of the Project Plan for approval and release of funds. FCT will recommend approval of complete and accurate project plans or disapproval of incomplete or insufficient Project Plans.

3. Reimbursement for project costs may be made only after FCT approval of the Project Plan.

VI. REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, F.S.

RECIPIENT AGREES AS FOLLOWS:

1. FCT shall approve the terms under which the interest in land is acquired, pursuant to Section 380.510(3), F.S. Such approval is deemed given when the FCT approves the Project Plan containing a copy of the document(s) vesting title to the Project Site in the Recipient.

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

3. Each parcel to which the Recipient acquires title in the Project Site shall be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.051 and 380.510, F.S.; Section 11(e), Article VII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund or another local government or non-profit organization upon failure to use the Project Site conveyed thereby for such purposes.

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4. A Grant Award Agreement containing such covenants and restrictions as referenced in paragraph 3 above and describing the real property subject to the Agreement shall be executed by the FCT and Recipient at the time of the reimbursement for the Project Site and shall be recorded in the county in which the Project Site is located. The Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the Grant Award Agreement are contained in this Agreement, with the exception of statements that do not survive the reimbursement for costs for the acquisition of the Project Site.

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

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

7. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title and to manage the Project Site.

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

1. Following the acquisition of the Project Site, 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 Project Site's acquisition.

2. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

3. 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 the FCT as a part of the Project Plan.

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

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

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

1. FCT is authorized by Section 380.510, F.S., to impose conditions for funding on 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. 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 any person or organization;
- b. the operation of any concession on the Project Site by any person or organization;
- c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;
- d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

- f. a management contract of the Project Site with any person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

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

4. In the event that FCT determines at any time or from time to time that the Recipient is engaging or allowing others to engage in disallowable activities on the Project Site, the Recipient agrees to immediately cease or cause the cessation of the disallowable activity upon receipt of written notice from the 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 Recipient for any disallowable activity 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.

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

The Management Plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the Project Site and result from either commitments made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

- 1. Two or more resource-based outdoor recreational facilities including a canoe/kayak launch, observation platform and hiking trails and two or more user-oriented outdoor recreation facilities including a basketball court and fitness trail shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust and Pinellas County.
3. Interpretive signs shall be provided to educate visitors about the natural environment and unique history of the Project Site.
4. At least 24 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.
5. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.
6. The natural communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
7. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the site, including gopher tortoise, limpkin, and Sherman's fox squirrel. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of native wildlife species and their habitat in a manner that furthers the Strategic Habitat Conservation Area designation. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.
8. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burn regime implemented to maintain natural fire-dependent communities. If a prescribed burning regime is found to be necessary and feasible, the development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.
9. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.
10. Areas adjacent to the parking area, fishing area, canoe/kayak launch, trailheads and picnic areas be landscaped with native plant species to provide wildlife habitat and enhance the function and appearance of the Project Site.

11. 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.

12. A feral animal removal program shall be developed and implemented, as necessary, for dogs, cats, ducks, hogs, and other non-native wildlife that may be found on the Project Site.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area, including the Southwest Florida Water Management District, and the City of Tarpon Springs.

14. An archaeological survey shall be performed for any area within the Project Site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historic Resources for the protection of known historic sites located on the Project Site.

15. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.

16. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.

17. The Project Site shall be managed as an addition to the Brooker Creek Preserve.

18. The Project Site shall be developed and managed as a support parcel of the Pinellas Trail system and include trailhead facilities.

19. The development and management of the Project Site shall be coordinated with the agencies managing conservation lands in the Anclote River greenway/blueway corridor, to ensure the Project Site is protected and managed as part of a linked conservation lands.

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

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21. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

This Agreement including Exhibit A, if required, embodies the entire agreement between the parties.

THE FLORIDA COMMUNITIES TRUST'S OBLIGATION TO PROVIDE FUNDS UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

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

PINELLAS COUNTY

By: Karen Williams Seel
Print Name: Karen Williams Seel
Title: Chairman
Date: 12/10/03

Approved as to Form and Legality:

By: Gerald Meaders
Print Name: Gerald Meaders

ATTEST: KAPLEEN F. DE BLAKER
Clerk of the Circuit Court

By: Linda Reed
Deputy Clerk

FLORIDA COMMUNITIES TRUST

By: Janice Browning
Executive Director
Date: 12/23/03

Approved as to Form and Legality:

By: Justin L. Conns
Trust Counsel

Priority Timeline (revised Jan 2008)

Project Number: 03-006-FF3

Project Name: Brooker Creek Preserve Additions

Grant recipient: Pinellas County

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Amend Future Land Use Designation				4							
Amend Zoning Designation				4							
Tracts D,E, F, G, H: Brooker - Anclote Corridor											
Design	*	*	*	*			9				
Permitting	*	*	*	*					9		
Public meetings/comment	*	*	*	*		9					
Interagency coordination/comment	*	*	*	*		9					
Tract I: Four Lakes Hammock											
Design		9									
Permitting	*	*	*	*				9			
Public meetings/comment	6										
Interagency coordination/comment	6										

Structures and Improvements:

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Tract D: Brooker - Anclote Corridor											
Entrance sign with FCT recognition	*	*	*	*							9
Fencing (completed prior to 2004)											
Interpretive Kiosk	*	*	*	*							9
Tract E: Brooker - Anclote Corridor											
Fencing	*	*	*	*		9					
Tract F: Brooker - Anclote Corridor											
Fencing	*	*	*	*		9					
Tract G: Brooker - Anclote Corridor											
Fencing	*	*	*	*		9					
Tract H: Brooker - Anclote Corridor											
Bike rack	*	*	*	*							9
Entrance sign with FCT recognition	*	*	*	*							9
Fencing (completed)	12										
Interpretive Kiosk	*	*	*	*							9
Parking	*	*	*	*							9
Tract I: Four Lakes Hammock											
Bike rack	*	*	*	*							9
Entrance sign with FCT recognition	*	*	*	*							9
Fencing (completed)	12										
Interpretive Kiosk	*	*	*	*							9
Parking	*	*	*	*							9
Restroom (completed for camp area: port-o-jon)		10									
Restroom w/shower	*	*	*	*							9
Trash cans	*	*	*	*							9
Trash cans (completed for camp area)	*	10									

No work done during this year *
 Project completed
 Years post completion of project

Resource-based facilities:

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Tract D: Brooker - Anclote Corridor											
Boardwalk	*	*	*	*						9	
Canoe/Kayak landing	*	*	*	*							9
Hiking Trail	*	*	*	*					9		
Observation platform	*	*	*	*							9
Tracts E, F, G, H: Brooker - Anclote Corridor											
Boardwalk	*	*	*	*						9	
Hiking Trail	*	*	*	*					9		
Tract I: Four Lakes Hammock											
Boardwalk	*	*	*	*		9					
Fishing Docks	*	*	*	*						9	
Hiking Trail (completed)		10									
Limited primitive camping (completed)		10									
Picnic pavilion	*	*	*	*						9	

User-oriented facilities:

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Basketball courts:											
Request removal in 2006 due to incompatibility with the Preserve Land Use/Zoning, mission and the full management plan. Resource-based recreational activities are allowed but not active such as basketball courts, baseball fields, etc. No alternative has yet been suggested by Pinellas County but will before any planning for the recreational structures begin.											

Key Management Activities:

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Tract D: Brooker - Anclote Corridor											
Exotic plant removal	*	*	*	*		6					
Tract E: Brooker - Anclote Corridor											
Exotic plant removal	*	*	*	*		6					
Upland restoration	*	*	*	*							
Tract F: Brooker - Anclote Corridor											
Exotic plant removal	*	*	*	*		6					
Tract G: Brooker - Anclote Corridor											
Exotic plant removal	*	*	*	*		6					
Tract H: Brooker - Anclote Corridor											
Exotic plant removal	*	*	*	*		6					
Landscaping	*	*	*	*							9
Tract I: Four Lakes Hammock											
Landscaping	*	*	*	*						9	
Wetland restoration	*	*	*	*						9	
Exotic plant removal (initial treatment complete)			8	8	continued maintenance treatments						
Tracts D,E, F, G, H, I: Brooker - Anclote Corridor & Four Lakes Hammock areas											
Archeological survey	*	*	*	*			9				
Prescribed burn plan	*	*	*	*	9						
Plant survey/monitoring (initial complete)			9			2009 spring inventory					
Wildlife survey/monitoring			9			2009 additional surveys					
Feral animal removal program		(existing program extend to additional properties)									
Educational programs(at ed center and throughout Preserve)			12	12	12	12	12	12	12	12	12
Annual Stewardship Report (Required)		1	1	1	1	1	1	1	1	1	1

No work done during this year *
 Project completed
 Years post completion of project

Priority Timeline (July 2008)

Project Numbers: 92-007-P2A, 94-004-P4A

Project Name: Brooker Creek Preserve Additions

Grant recipient: Pinellas County

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Amend Future Land Use Designation	Completed										
Amend Zoning Designation			4								

Structures and Improvements:

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
92-007-P2A											
Bike rack	Installed 2007										
Fencing	Completed										
Interpretive stations with brochure	Completed 2001										
Entrance sign with FCT recognition		9									
Ed center entrance road and gate	Completed 2003										
Peggy Park Memorial	Completed 2007										
94-004-P4A											
Fencing	Completed										

Resource-based facilities:

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
92-007-P2A											
Hiking Trail	Completed 1999										
Observation platform	Completed 2001										

Key Management Activities:

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
92-007-P2A											
Archeological survey	Completed 2001										
Old Field Sandhill/Flatwoods restoration			9								
92-007-P2A & 94-004-P4A											
Exotic plant monitoring/maintenance	Continues										
Prescribed burns	Continues										
Feral animal monitoring/removal program	Continues										
SWFWMD COOP Watershed Hydrology Study	12										
Plant survey	Completed (updated as needed)										
Wildlife survey	Completed (updated as needed)										
Annual Stewardship Report	1	1	1	1	1	1	1	1	1	1	1

No work done during this year *
 Project completed
 Years post completion of project