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Appendix A:
Malabar Scrub Sanctuary Plant Species

Revised Floristic List for Malabar Scrub Sanctuary
 EEL Records and Surveys of by Paul A. Schmalzer and Tammy E. Foster on
 July 22, 2003, October 11, 2003, and April 1, 2004

CLASS	FAMILY	GENUS	SPECIES	VARIETY
p	Blechnaceae	Blechnum	serrulatum	
p	Blechnaceae	Woodwardia	virginica	
p	Lycopodiaceae	Lycopodiella	sp.	
p	Osmundaceae	Osmunda	cinnamomea	
p	Osmundaceae	Osmunda	regalis	
p	Pteridaceae	Pteridium	aquilinum	
p	Selaginellaceae	Selaginella	arenicola	
nv		Cladina		
nv		Cladonia		
g	Pinaceae	Pinus	clausa	
g	Pinaceae	Pinus	elliottii	densa
g	Pinaceae	Pinus	palustris	
a	Agavaceae	Yucca	filamentosa	
a	Alismataceae	Sagittaria	lancifolia	
a	Amaranthaceae	Amaranthus	spinosus	
a	Anacardiaceae	Rhus	copallina	
a	Anacardiaceae	Schinus	terebinthifolius	
a	Annonaceae	Asimina	obovata	
a	Annonaceae	Asimina	reticulata	
a	Apiaceae	Centella	asiatica	
a	Apiaceae	Eryngium	aromaticum	
a	Apiaceae	Eryngium	baldwinii	
a	Apiaceae	Hydrocotyle	umbellata	
a	Apocynaceae	Asclepias	feayi	
a	Aquifoliaceae	Ilex	cassine	
a	Aquifoliaceae	Ilex	glabra	
a	Araceae	Colocasia	esculenta	
a	Arecaceae	Sabal	palmetto	
a	Arecaceae	Serenoa	repens	
a	Asclepiadaceae	Asclepias	tomentosa	
a	Asteraceae	Aster	adnatus	
a	Asteraceae	Aster	reticulatus	
a	Asteraceae	Baccharis	halimifolia	
a	Asteraceae	Bidens	alba	radiata
a	Asteraceae	Bidens	mitis	
a	Asteraceae	Carphephorus	corymbosus	
a	Asteraceae	Carphephorus	odoratissimus	
a	Asteraceae	Chaptalia	tomentosa	
a	Asteraceae	Chrysopsis	scabrella	
a	Asteraceae	Cirsium	nuttallii	
a	Asteraceae	Conyza	canadensis	
a	Asteraceae	Coreopsis	leavenworthii	
a	Asteraceae	Eclipta	prostrata	
a	Asteraceae	Elephantopus	elatus	
a	Asteraceae	Emilia	fosbergii	

a	Asteraceae	Erechtites	hieracifolia	
a	Asteraceae	Erigeron	quercifolius	
a	Asteraceae	Erigeron	vernus	
a	Asteraceae	Eupatorium	capillifolium	
a	Asteraceae	Euthamia	caroliniana	
a	Asteraceae	Euthamia	caroliniana	
a	Asteraceae	Gamochaeta	purpurea	
a	Asteraceae	Gnaphalium	falcatum	
a	Asteraceae	Gnaphalium	pensylvanicum	
a	Asteraceae	Heterotheca	subaxillaris	
a	Asteraceae	Hieracium	megacephalon	
a	Asteraceae	Liatris	tenuifolia	
a	Asteraceae	Lygodesmia	aphylla	
a	Asteraceae	Palafoxia	feayi	
a	Asteraceae	Pityopsis	graminifolia	
a	Asteraceae	Pluchea	foetida	
a	Asteraceae	Pluchea	odorata	
a	Asteraceae	Pterocaulon	pycnostachyum	
a	Asteraceae	Senecio	glabellus	
a	Asteraceae	Solidago	odora	chapmanii
a	Asteraceae	Sonchus	asper	
a	Brassicaceae	Lepidium	virginicum	
a	Bromeliaceae	Tillandsia	recurvata	
a	Bromeliaceae	Tillandsia	usneoides	
a	Bromeliaceae	Tillandsia	utriculata	
a	Buddlejaceae	Polypremum	procumbens	
a	Cactaceae	Opuntia	humifusa	
a	Campanulaceae	Lobelia		
a	Campanulaceae	Lobelia	feayana	
a	Caryophyllaceae	Stipulicida	setacea	lacerata
a	Casuarinaceae	Casuarina	glauca	
a	Chrysobalanaceae	Licania	michauxii	
a	Cistaceae	Helianthemum	corymbosum	
a	Cistaceae	Helianthemum	nashii	
a	Cistaceae	Lechea	cernua	
a	Cistaceae	Lechea	divaricata	
a	Cistaceae	Lechea	torreyi	
a	Clusiaceae	Hypericum	cistifolium	
a	Clusiaceae	Hypericum	fasciculatum	
a	Clusiaceae	Hypericum	hypericoides	
a	Clusiaceae	Hypericum	reductum	
a	Clusiaceae	Hypericum	tetrapetalum	
a	Commelinaceae	Callisia	ornata	
a	Commelinaceae	Commelina	diffusa	
a	Commelinaceae	Commelina	erecta	
a	Cucurbitaceae	Melothria	pendula	
a	Cyperaceae	Bulbostylis	ciliatifolia	
a	Cyperaceae	Bulbostylis	warei	
a	Cyperaceae	Cladium	jamaicense	
a	Cyperaceae	Cyperus	polystachyos	

a	Cyperaceae	Cyperus	retrorsus	
a	Cyperaceae	Rhynchospora	colorata	
a	Cyperaceae	Rhynchospora	fascicularis	
a	Cyperaceae	Rhynchospora	latifolia	
a	Cyperaceae	Rhynchospora	megalocarpa	
a	Cyperaceae	Rhynchospora	plumosa	
a	Cyperaceae	Scleria	ciliata	ciliata
a	Cyperaceae	Scleria	ciliata	pauciflora
a	Cyperaceae	Scleria	triglomerata	
a	Droseraceae	Drosera	capillaris	
a	Ebenaceae	Diospyros	caroliniana	
a	Empetraceae	Ceratiola	ericoides	
a	Ericaceae	Bejaria	racemosa	
a	Ericaceae	Gaylussacia	dumosa	
a	Ericaceae	Lyonia	ferruginea	
a	Ericaceae	Lyonia	lucida	
a	Ericaceae	Vaccinium	myrsinites	
a	Ericaceae	Vaccinium	stamineum	
a	Eriocaulaceae	Syngonanthus	flavidulus	
a	Euphorbiaceae	Croton	glandulosus	
a	Euphorbiaceae	Euphorbia	polyphylla	
a	Euphorbiaceae	Poinsettia	cyanthophora	
a	Fabaceae	Aeschynomene		
a	Fabaceae	Centrosema	virginianum	
a	Fabaceae	Chamaecrista	fasciculata	
a	Fabaceae	Chamaecrista	nictitans	
a	Fabaceae	Crotolaria	lanceolata	
a	Fabaceae	Crotolaria	pallida	obovata
a	Fabaceae	Desmodium	incanum	
a	Fabaceae	Galactia	elliottii	
a	Fabaceae	Galactia	regularis	
a	Fabaceae	Lupinus	diffusus	
a	Fabaceae	Macroptilium	lathyroides	
a	Fabaceae	Mimosa	quadrivalis	floridana
a	Fabaceae	Schrankia	microphylla	
a	Fabaceae	Sesbania	vesicaria	
a	Fabaceae	Vicia	acutifolia	
a	Fabaceae	Vigna	luteola	
a	Fagaceae	Quercus	chapmanii	
a	Fagaceae	Quercus	elliottii	
a	Fagaceae	Quercus	geminata	
a	Fagaceae	Quercus	laevis	
a	Fagaceae	Quercus	laurifolia	
a	Fagaceae	Quercus	myrtifolia	
a	Fagaceae	Quercus	virginiana	
a	Gentianaceae	Sabatia	brevifolia	
a	Gentianaceae	Sabatia	grandiflora	
a	Haemodoraceae	Lachnanthes	caroliniana	
a	Hypoxidaceae	Hypoxis	juncea	
a	Iridaceae	Sisyrinchium	angustifolium	

a	Iridaceae	Sisyrinchium	xerophyllum	
a	Lamiaceae	Piloblephis	rigida	
a	Lamiaceae	Trichostoma	dichotomum	
a	Lauraceae	Cassytha	filiformis	
a	Lauraceae	Persea	borbonia	
a	Lauraceae	Persea	palustris	
a	Lentibulariaceae	Pinguicula	pumila	
a	Lentibulariaceae	Utriculata	subulata	
a	Liliaceae	Aletris	lutea	
a	Malvaceae	Sida	acuta	
a	Malvaceae	Urena	lobata	
a	Melastomataceae	Rhexia	alifanus	
a	Melastomataceae	Rhexia	mariana	
a	Myricaceae	Myrica	cerifera	
a	Myrtaceae	Rhodomyrtus	tomentosus	
a	Nymphaeaceae	Nymphaea	odorata	
a	Olacaceae	Ximenia	americana	
a	Onagraceae	Gaura	angustifolia	
a	Onagraceae	Ludwigia	decurrens	
a	Onagraceae	Ludwigia	erecta	
a	Onagraceae	Ludwigia	maritima	
a	Onagraceae	Ludwigia	octovalis	
a	Onagraceae	Ludwigia	peruviana	
a	Orchidaceae	Pteroglossapsis	ecristata	
a	Orchidaceae	Spiranthes	praecox	
a	Orchidaceae	Spiranthes	vernalis	
a	Oxalidaceae	Oxalis	corniculata	
a	Phytolaccaceae	Phytolacca	americana	
a	Plantaginaceae	Plantago	virginica	
a	Poaceae	Andropogon	glomeratus	hirsutior
a	Poaceae	Andropogon	ternarius	
a	Poaceae	Andropogon	virginicus	decipiens
a	Poaceae	Andropogon	virginicus	glaucus
a	Poaceae	Aristida	beyrichiana	
a	Poaceae	Aristida	purpurascens	tenuispica
a	Poaceae	Aristida	spiciformis	
a	Poaceae	Dactyloctenium	aegyptium	
a	Poaceae	Dicanthelium	erectifolium	
a	Poaceae	Dichantherium	commutatum	
a	Poaceae	Dichantherium	commutatum	
a	Poaceae	Eragrostis	ciliaris	
a	Poaceae	Eragrostis	elliottii	
a	Poaceae	Eustachys	petraea	
a	Poaceae	Rhynchelytrum	repens	
a	Polygalaceae	Polygala	grandiflora	
a	Polygalaceae	Polygala	nana	
a	Polygalaceae	Polygala	rugelii	
a	Polygalaceae	Polygala	setacea	
a	Polygonaceae	Polygonella	ciliata	
a	Polygonaceae	Polygonella	polygama	

a	Pontaderiaceae	Pontaderia	cordata	
a	Rosaceae	Rubus	cuneifolius	
a	Rubiaceae	Galium	tinctorium	
a	Rubiaceae	Hedyotis	procumbens	
a	Rubiaceae	Hedyotis	uniflora	
a	Rubiaceae	Richardia		
a	Rubiaceae	Spermacoce	assurgens	
a	Scrophulariaceae	Bacopa	caroliniana	
a	Scrophulariaceae	Bacopa	monnieri	
a	Scrophulariaceae	Buchnera	americana	
a	Scrophulariaceae	Gratiola	hispida	
a	Scrophulariaceae	Linaria	canadensis	
a	Scrophulariaceae	Mecardonia	acuminata	peninsularis
a	Scrophulariaceae	Scoparia	dulcis	
a	Scrophulariaceae	Seymeria	pectinata	
a	Smilacaceae	Smilax	auriculata	
a	Smilacaceae	Smilax	laurifolia	
a	Solanaceae	Physalis	walteri	
a	Solanaceae	Solanum	chenopodioides	
a	Theaceae	Gordonia	lasianthus	
a	Urticaceae	Parietaria		
a	Verbenaceae	Callicarpa	americana	
a	Verbenaceae	Lantana	camara	
a	Verbenaceae	Phyla	nodiflora	
a	Violaceae	Viola	lanceolata	
a	Violaceae	Viola	palmata	
a	Vitaceae	Vitis	rotundifolia	
a	Xyridaceae	Xyris	brevifolia	
a	Xyridaceae	Xyris	caroliniana	

Appendix B:
Malabar Scrub Sanctuary Avian species

Survey performed by David Simpson, Katie Flaherty and Liza Frazier in 1993.

Common Name

Boat-tailed Grackle
Common Grackle
Red-winged Blackbird
Spotted Sandpiper
Common Snipe
Great Egret
Cattle Egret
Great Blue Heron
Little Blue Heron
Tricolored Heron
White Ibis
Wood Stork
Snowy Egret
Killdeer
Florida Sandhill Crane
Double-crested Cormorant
Wood Duck
Mottled Duck
Fish Crow
Blue Jay
Florida Scrub-jay
Belted Kingfisher
Turkey Vulture
Black Vulture
Bald Eagle
Merlin
Sharp-shinned Hawk
Red-shouldered Hawk
Red-tailed Hawk
American Kestrel
Swallow-tailed Kite
Osprey
Eastern Screech Owl
Great Horned Owl
Common Yellowthroat
Northern Bobwhite
Chuck-will's-widow
Rufous-sided Towhee
White-breasted Nuthatch
Scarlet Tanager
Brown-headed Cowbird
European Starling
Ovenbird

Scientific Name

Quiscalus major
Quiscalus quiscula
Agelaius phoeniceus
Actitis macularia
Gallinago gallinago
Ardea alba
Bubulcus ibis
Ardea herodias
Egretta caerulea
Egretta tricolor
Eudocimus albus
Mycteria americana
Egretta thula
Charadrius vociferus
Grus canadensis pratensis
Phalacrocorax auritus
Aix sponsa
Anas fulvigula
Corvus ossifragus
Cyanocitta cristata
Aphelocoma coerulescens
Ceryle alcyon
Cathartes aura
Coragyps atratus
Haliaeetus leucocephalus
Falco columbarius
Accipiter striatus
Buteo lineatus
Buteo jamaicensis
Falco sparverius
Elanoides forficatus
Pandion haliaetus
Otus asio
Bubo virginianus
Geothlypis trichas
Colinus virginianus
Caprimulgus carolinensis
Pipilo erythrophthalmus
Sitta carolinensis
Piranga olivacea
Molothrus ater
Sturnus vulgaris
Seiurus aurocapillus

Canada Warbler
Black-throated Blue Warbler
Cape May Warbler
Black-and-white Warbler
Florida Prairie Warbler
Pine Warbler
Yellow-rumped Warbler
Blue-gray Gnatcatcher
Carolina Wren
House Wren
Bachman's Sparrow
Savannah Sparrow
Painted Bunting
Northern Parula
Eastern Phoebe
Eastern Kingbird
Great-crested Flycatcher
Louisiana Waterthrush
Northern Waterthrush
Red-eyed Vireo
White-eyed Vireo
American Redstart
Brown Thrasher
Cedar Waxwing
Mockingbird
Gray Catbird
Northern Cardinal
Red-bellied Woodpecker
Pileated Woodpecker
Downey Woodpecker
Common Flicker
Mourning Dove
Eurasian Collared Dove
Chimney Swift
Purple Martin

Wilsonia canadensis
Dendroica caerulescens
Dendroica tigrina
Mniotilta varia
Dendroica discolor
Dendroica pinus
Dendroica coronata
Polioptila caerulea
Thryothorus ludovicianus
Troglodytes aedon
Aimophila aestivalis
Passerculus sandwichensis
Passerina ciris
Parula Americana
Sayornis phoebe
Tyrannus tyrannus
Myiarchus crinitus
Seiurus motacilla
Seiurus noveboracensis
Vireo olivaceus
Vireo griseus
Setophaga ruticilla
Toxostoma rufum
Bombycilla cedrorum
Mimus polyglottos
Dumetella carolinensis
Cardinalis cardinalis
Melanerpes carolinus
Dryocopus pileatus
Picoides pubescens
Colaptes auratus
Zenaida macroura
Streptopelia decaocto
Chaetura pelagica
Progne subis

Appendix C:
Malabar Scrub Sanctuary Herptile Species

Survey performed by David Simpson in 1993.

Common Name	Scientific Name
American Alligator	<i>Alligator mississippiensis</i>
Eastern box turtle	<i>Terrapene carolina</i>
Gopher tortoise	<i>Gopherus polyphemus</i>
Florida softshell	<i>Apalone ferox</i>
Florida cooter	<i>Pseudemys floridana</i>
Green anole	<i>Anolis carolinensis</i>
Brown anole	<i>Anolis sagrei</i>
Southern fence lizard	<i>Sceloporus undulates undulates</i>
Scrub lizard	<i>Sceloporus woodi</i>
Peninsula mole skink	<i>Eumeces egregious onocrepis</i>
SE five-lined skink	<i>Eumeces inexpectatus</i>
Ground skink	<i>Scincella lateralis</i>
Six-lined racerunner	<i>Cnemidophorus sexlineatus</i>
Eastern coachwhip	<i>Masticophis flagellum flagellum</i>
Eastern glass lizard	<i>Ophisaurus ventralis</i>
Eastern diamondback	<i>Crotalus adamanteus</i>
Pine snake	<i>Pituophis melanoleucus</i>
Eastern coral snake	<i>Micrurus fulvius fulvius</i>
Rough green snake	<i>Opheodrys aestivus</i>
Common kingsnake	<i>Lampropeltis getulus</i>
Eastern indigo snake	<i>Drymarchon corais couperi</i>
Yellow rat snake	<i>Elaphe obsoleta quadrivittata</i>
Banded water snake	<i>Nerodia fasciata</i>
So. black racer	<i>Coluber constrictor priapis</i>
Scarlet snake	<i>Cemophora coccinea</i>
Florida crowned snake	<i>Tantilla relicta</i>
Bronze frog	<i>Rana clamitans clamitans</i>
Pig frog	<i>Rana grylio</i>
Gopher frog	<i>Rana capito</i>
Southern leopard frog	<i>Rana utricularia</i>
Eastern spadefoot toad	<i>Scaphiopus holbrooki</i>
Southern toad	<i>Bufo terrestris</i>
Oak toad	<i>Bufo quercicus</i>
Eastern narrowmouth toad	<i>Gastrophryne carolinensis carolinensis</i>
Florida cricket frog	<i>Acris gryllus dorsalis</i>
Green treefrog	<i>Hyla cinera</i>
Pinewoods treefrog	<i>Hyla femoralis</i>
Barking treefrog	<i>Hyla gratiosa</i>
Squirrel treefrog	<i>Hyla squirella</i>
Little grass frog	<i>Pseudacris ocularis</i>
Southern grass frog	<i>Pseudacris nigrita nigrita</i>
Greenhouse frog	<i>Eleutherodactylus planirostris planirostris</i>

Appendix D:
Malabar Scrub Sanctuary Mammal species

Survey performed by David Simpson in 1993.

Common Name	Scientific Name
Florida mouse	<i>Podomys floridanus</i>
Cotton mouse	<i>Peromyscus gossypinus</i>
Cotton rat	<i>Sigmodon hispidus</i>
Virginia opossum	<i>Didelphis virginiana</i>
Eastern cottontail rabbit	<i>Sylvilagus floridanus</i>
Marsh rabbit	<i>Sylvilagus palustris</i>
Eastern spotted skunk	<i>Spilogale putorius</i>
Eastern mole	<i>Scalopus aquaticus australis</i>
Raccoon	<i>Procyon lotor</i>
Nine banded armadillo	<i>Dasypus novemcinctus</i>
Eastern gray squirrel	<i>Scuirus carolinensis</i>
Bobcat	<i>Lynx rufus</i>

Appendix E:
Malabar Scrub Sanctuary Legal Description

Exhibit "A"

The West ½ of the Northwest ¼ of the Northeast ¼ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida.

AND

PHASE TWO BROOK HOLLOW

That portion of the East ½ of the Northwest ¼, the East ½ of the Southwest ¼, the South ¼ of the Southwest ¼ of the Northeast ¼ and the West ½ of the Northwest ¼ of the Southeast ¼, all lying in Section 35, Township 28 South, Range 37 East, Brevard County, Florida, being bounded and described as follows:

Commencing at the North ¼ corner of said Section 35, Township 28 South, Range 37 East, Brevard County, Florida, run thence S00°32'14"W, along the East line of the Northwest ¼ of said Section 35, a distance of 2321.97 feet to the Northwest corner of the South ¼ of the Southwest ¼ of the Northeast ¼ of said Section 35; thence S89°21'14"E, along the North line of said South ¼ of the Southwest ¼ of the Northeast ¼, a distance of 1106.43 feet to a point that is N89°21'14"W, a distance of 200.00 feet from the Northeast corner of said South ¼ of the Southwest ¼ of the Northeast ¼ of Section 35; thence run S00°38'46"W, a distance of 331.43 feet to its intersection with the South line of the Northeast ¼ of said Section 35; thence run N89°22'07"W, along said South line of the Northeast ¼ of said Section 35 a distance of 452.54 feet to the Northeast corner of the West ½ of the Northwest ¼ of the Southeast ¼ of said Section 35; thence S00°25'44"W, along the East line of said West ½ of the Northwest ¼ of the Southeast ¼, a distance of 996.63 feet; thence departing said fractional line, run N89°25'15"W, a distance of 176.02 feet; thence S67°06'22"W, a distance of 125.53 feet; thence N89°25'15"W, a distance of 328.22 feet; thence S72°20'44"W, a distance of 213.79 feet to a point on a curve concave Westerly and having a radius of 789.43 feet; thence from a radial bearing of S72°20'44"W, run northerly along the arc of said curve through a central angle of 19°10'27", an arc distance of 264.18 feet, a chord distance of 262.95 feet, a chord bearing of N27°14'29"W, to a point of reverse curve with the curve being concave to the Northeast and having a radius of 1751.53 feet; thence from said point of reverse curve, run Northwesterly along the arc of said curve through a central angle of 15°22'10", an arc distance of 469.84 feet, a chord distance of 468.44 feet, a chord bearing of N29°08'37"W, to a point on said curve; thence departing said curve through a radial bearing of N68°32'28"E, run S56°28'15"W, a distance of 180.83 feet; thence S05°57'07"W, a distance of 158.63 feet; thence S05°13'33"E, a distance of 68.59 feet; thence S72°39'19"W, a distance of 311.61 feet; thence N14°23'26"W, a distance of 425.77 feet; thence N89°40'05"W, a distance of 240.00 feet to the West line of the East ½ of the Southwest ¼ of said Section 35; thence run N00°19'55"E, along the West line of said East ½ of the Southwest ¼ of said Section 35, a distance of 489.17 feet to the Northwest corner of said East ½ of the Southwest ¼ of Section 35; thence run N00°18'21"E, along the West line of the East ½ of the Northwest ¼ of Section 35, a distance of 560.87 feet; thence departing said West line of the East ½ of the Northwest ¼, run S64°58'28"E, a distance of 657.92 feet; thence N13°34'53"W, a distance of 279.71 feet; thence N61°03'19"E, a distance of 103.83 feet; thence S89°27'19"E, a distance of 453.67 feet; thence S00°32'41"W, a distance of 270.00 feet; thence S89°27'19"E, a distance of 90.00 feet; thence S00°32'41"W, a distance of 30.00 feet; thence S89°27'19"E, a distance of 165.48 feet to the East line of the Northwest ¼ of said Section 35; thence run N00°32'14"E, along the East line of said Northwest ¼ of Section 35, a distance of 19.11 feet to the Point of Beginning.

**SCHEDULE A
CONTINUATION PAGE 5**

POLICY NO. OP-5-0474-2

AND LESS AND EXCEPT

PARCEL G

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter of said Section 36; thence North 89 degrees 50 minutes 34 seconds West along the South line of the Northeast one-quarter of said Southeast one-quarter of Section 36, 30.00 feet; thence North 00 degrees 29 minutes 19 seconds East, 44.00 feet to the Point of Beginning; thence North 89 degrees 50 minutes 34 seconds West, 60.00 feet; thence North 00 degrees 29 minutes 19 seconds East, 494.09 feet; thence South 89 degrees 50 minutes 34 seconds East, 60.00 feet; thence South 00 degrees 29 minutes 19 seconds West, 494.09 feet to the Point of Beginning.

AND LESS AND EXCEPT

PARCEL H

The East 30.00 feet of the South 538.09 feet of the Northeast one-quarter of the Southeast one-quarter of Section 36, Township 28 South, Range 37 East, Brevard County, Florida.

EAK

END OF MALABAR WOODS PROPERTY DESCRIPTION

AND

PHASE THREE BROOK HOLLOW

That portion of the East ½ of the Southwest ¼ and the West ½ of the Northwest ¼ of the Southeast ¼ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida, being bounded and described as follows:

Commence at the North ¼ corner of said Section 35, run thence S00°32'14"W, along the East line of the Northwest ¼ of said Section 35, a distance of 2653.68 feet to the Northwest corner of the Southeast ¼ of said Section 35; thence run S89°22'07"E, along the North line of said Southeast ¼ of Section 35, a distance of 653.26 feet to the Northeast corner of the West ½ of the Northwest ¼ of the Southeast ¼ of said Section 35; thence run S00°25'44"W, along the East line of the West ½ of the Northwest ¼ of the Southeast ¼ of Section 35, a distance of 996.63 feet to the Point of Beginning of the lands herein described, thence from said Point of Beginning, continue S00°25'44"W, along said East line of the West ½ of the Northwest ¼ of the Southeast ¼, a distance of 325.00 feet to the Southeast corner of said West ½ of the Northwest ¼ of the Southeast ¼ of Section 35; thence run N89°25'15"W, along the South line of the Northwest ¼ of the Southeast ¼, a distance of 656.05 feet to the Southwest corner of the Northwest ¼ of the Southeast ¼ of Section 35; thence run S00°33'00"W, along the East line of the Southwest ¼ of said Section 35, a distance of 1289.23 feet to a point on the Northerly right-of-way line of Malabar road (state road 514) as exists today, being 33.00 feet Northerly of the South ¼ corner of said Section 35; thence N89°28'06"W, along said right-of-way line, parallel with and 33.00 feet Northerly of the South line of said Section 35, a distance of 1317.79 feet to its intersection with the West line of the East ½ of the Southwest ¼ of said Section 35; thence run N00°19'55"E, along said West line of the East ½ of the Southwest ¼, a distance of 2124.62 feet to a point, said point being S00°19'55"W, a distance of 489.17 feet from the Northwest corner of the East ½ of the Southwest ¼ of said Section 35; thence departing said West line of the East ½ of the Southwest ¼, run S89°40'05"E, a distance of 240.00 feet; thence S14°23'26"E, a distance of 425.77 feet; thence N72°39'19"E, a distance of 311.61 feet; thence N05°13'33"W, a distance of 68.59 feet; thence N05°57'07"E, a distance of 158.63 feet; thence N56°28'15"E, a distance of 180.83 feet to a point on a curve concave Northeasterly and having a radius of 1751.53 feet; thence from a radial bearing of N68°32'28"E, run Southeasterly along the arc of said curve through a central angle of 15°22'10", an arc distance of 469.84 feet, a chord distance of 468.44 feet a chord bearing of S29°08'37"E, to the point of reverse curve, said curve being concave Westerly and having a radius of 789.43 feet; thence from said point of reverse curve, run Southerly along the arc of said curve through a central angle of 19°10'27", an arc distance of 264.18 feet, a chord distance of 262.95 feet, a chord bearing of S27°14'29"E, to the point of tangency of said curve; thence from said point of tangency, run N72°20'44"E, along a radial line, a distance of 213.79 feet; thence S89°25'15"E, a distance of 328.22 feet; thence N67°06'22"E, a distance of 125.53 feet; thence S89°25'15"E, a distance of 176.02 feet to the Point of Beginning.

LESS AND EXCEPT: 100.00-foot wide right of way

A parcel of land lying within the West ½ of the Northwest ¼ of the Northeast ¼ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida, being described as follows:

Commence at a concrete monument at the North ¼ corner of said Section 35, Township 28 South, Range 37 East, run thence S89°15'08"E, along the North line of the Northeast ¼ of said Section 35, a distance of 498.36 feet to the Point of Beginning of the right of way herein described; from

said Point of Beginning, continue S89°15'08"E, along said North line of the Northeast ¼, a distance of 103.51 feet to a point on the Easterly line of said right of way, said point being N89°15'08"W, a distance of 51.03 feet from the Northeast corner of the West ½ of the Northwest ¼ of the Northeast ¼ of said Section 35; thence from said point, run S14°13'03"E, along the Easterly line of said right of way, a distance of 66.37 feet to the point of curvature of a curve concave to the West and having a radius of 563.51 feet; thence from said point of curvature, run Southerly and Westerly along the arc of said right of way curve through a central angle of 90°25'34", an arc distance of 889.36 feet to the point of tangency thereof; thence run S76°12'31"W, along said right of way line, a distance of 220.15 feet to its intersection with the West line of the Northeast ¼ of said Section 35; thence N00°32'14"E, along said West line of the Northeast ¼ of Section 35, a distance of 103.21 feet to the Northerly line of aforesaid right of way, said point being S00°32'14"W, a distance of 707.16 feet from the North ¼ corner of said Section 35; thence run N76°12'31"E, along said Northerly line of said right of way, a distance of 194.60 feet to the point of curvature of a curve concave Westerly and having a radius of 463.51 feet; thence from said point of curvature, run Easterly and Northerly along the arc of said right of way curve through a central angle of 90°25'34", an arc distance of 731.53 feet to the point of tangency of said right of way curve; thence run N14°13'03"W, along the Westerly line of said right of way, a distance of 93.10 feet to the Point of Beginning.

AND LESS AND EXCEPT: 100.00-foot wide right of way through Phase II, Brook Hollow

That portion of the East ½ of the Southwest ¼ and the East ½ of the Northwest ¼ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida, being bounded and described as follows:

Commence at the North ¼ corner of said Section 35, run thence S00°32'14"W along the East line of the Northwest ¼ of said Section 35, a distance of 2653.68 feet to the Northwest corner of the Southeast ¼ of said Section 35; thence run S89°22'07"E, along the North line of the Southeast ¼ of Section 35, a distance of 653.26 feet to the Northeast corner of the West ½ of the Northwest ¼ of the Southeast ¼ of said Section 35; thence run S00°25'44"W, along the East line of the West ½ of the Northwest ¼ of the Southeast ¼ of Section 35, a distance of 996.63 feet; thence departing said East line, run N89°25'15"W, a distance of 176.02 feet; thence S67°06'22"W, a distance of 125.53 feet; thence N89°25'15"W, a distance of 328.22 feet; thence S72°20'44"W radially a distance of 113.79 feet for a Point of Beginning, said Point of Beginning lying on a curve concave Westerly and having a radius of 889.43 feet; thence continue along said radial bearing of S72°20'44"W, a distance of 100.00 feet to a point on a curve concave Westerly and having a radius of 789.43 feet; thence from a radial bearing of S72°20'44"W, run Northerly along the arc of said curve through a central angle of 19°10'27", an arc distance of 264.18 feet to the point of reverse curvature of a curve concave to the East and having a radius of 1751.53 feet; thence run Northerly along the arc of said curve through a central angle of 23°14'49", an arc distance of 710.66 feet to the point of tangency thereof; thence run N13°34'53"W along the Westerly right of way of said roadway, a distance of 832.33 feet; thence run N61°03'19"E, a distance of 103.83 feet to a point on the Easterly right of way of said 100.00 foot wide roadway, said point being on a curve concave to the East and having a radius of 812.85 feet; thence from a radial bearing of N77°23'21"E, run Southerly along the arc of said curve through a central angle of 00°58'14", an arc distance of 13.77 feet to the point of tangency of said curve; thence S13°34'53"E, along the Easterly right of way of said 100.00 foot wide road right of way, a distance of 846.07 feet to the point of curvature of a curve concave to the East and having a radius of 1651.53 feet; thence from said point of curvature, run Southerly along the arc of said curve through a central angle of 23°14'49", an arc distance of 670.08 feet to the point of reverse

curvature of a curve concave to the West and having a radius of 889.43 feet; thence run Southerly along the arc of said curve through a central angle of $19^{\circ}10'27''$, an arc distance of 297.65 feet to the Point of Beginning.

AND LESS AND EXCEPT: 100.00-foot right-of-way through Phase Three

That portion of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida, being bounded and described as follows:

Commence at the North $\frac{1}{4}$ corner of said Section 35, run thence $S00^{\circ}32'14''W$, along the East line of the Northwest $\frac{1}{4}$ of said Section 35, a distance of 2653.68 feet to the Northwest corner of the Southeast $\frac{1}{4}$ of said Section 35; thence run $S89^{\circ}22'07''E$, along the North line of said Southeast $\frac{1}{4}$ of Section 35; a distance of 653.26 feet to the Northeast corner of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 35; thence run $S00^{\circ}25'44''W$, along the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, a distance of 996.63 feet; thence departing said East line, run $N89^{\circ}25'15''W$, a distance of 176.02 feet; thence $S67^{\circ}06'22''W$, a distance of 125.53 feet; thence $N89^{\circ}25'15''W$, a distance of 328.22 feet; thence $S72^{\circ}20'44''W$ radially a distance of 113.79 feet for a Point of Beginning; said point lying on a curve concave Westerly having a radius of 889.43 feet; thence from said radial bearing of $S72^{\circ}20'44''W$, run Southerly along the arc of said curve through a central angle of $60^{\circ}15'06''$, a distance of 935.32 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 557.58 feet and a central angle of $42^{\circ}03'56''$; thence run Southerly along the arc of said curve a distance of 409.36 feet to the point of tangency; thence $S00^{\circ}31'54''W$, a distance of 281.62 feet to the Northerly right-of-way line of Malabar road (S.R. 514) as exists today said right-of-way line being 33.00 feet Northerly of the centerline of Malabar road; thence $N89^{\circ}28'06''W$, along said right-of-way line a distance of 100.00 feet; thence departing said right-of-way line, run $N00^{\circ}31'54''E$, a distance of 281.62 feet to the point of curvature of a curve concave Southeasterly having a radius of 657.58 feet and a central angle of $42^{\circ}03'56''$; thence run Northerly along the arc of said curve a distance of 482.78 feet to the point of reverse curvature of a curve concave Westerly having a radius of 789.43 feet; thence run Northerly along the arc of said curve through a central angle of $60^{\circ}15'06''$ a distance of 830.16 feet to a point; thence departing said curve along a radial projection run $N72^{\circ}20'44''E$, a distance of 100.00 feet to the Point of Beginning.

EXHIBIT "A-1"
LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

The West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 28 South, Range 37 East, Brevard County, Florida; less and except therefrom all that portion lying South of Highway 514 (Malabar Road) and Malabar Road right-of-way; less and except therefrom all public ways shown on the Plat of Indian River Fruit and Truck Farms, recorded in Plat Book 2, at Page 95, of the Public Records of Brevard County, Florida.

PARCEL 2:

The North 330 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 28 South, Range 37 East, Brevard County, Florida; less and except therefrom all public ways shown on the Plat of Indian River Fruit and Truck Farms, recorded in Plat Book 2, at Page 95, of the Public Records of Brevard County, Florida.

PARCEL 3:

Beginning at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 28 South, Range 37 East, Brevard County, Florida; thence run South 0° 53' 02" West, 123.29 feet to the Northerly right-of-way line of State Road 514, said right-of-way being 66 feet wide; thence run South 68° 14' 02" West along said Northerly right-of-way line, 1,432.86 feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence run North 0° 48' 59" East 667.51 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence run South 89° 26' 38" East, 1,323.17 feet to the point of beginning; excepting therefrom a tract of land described in instrument recorded in Deed Book 299, at Page 287, of the Public Records of Brevard County, Florida; and also excepting therefrom road rights-of-way shown on the Plat of Indian River Fruit and Truck Farms, recorded in Plat Book 2, at Page 95, of the Public Records of Brevard County, Florida.

**SCHEDULE A
CONTINUATION PAGE 1**

POLICY NO. OP-5-0474-2

MALABAR WOODS PROPERTY DESCRIPTION

A portion of Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

Begin at the Northwest corner of the Northeast one-quarter of said Section 36; thence South 89 degrees 52 minutes 10 seconds East, 1,339.73 feet along the North line of said Northeast one-quarter, said North line also being the South line of Port Malabar, Unit Two, and Port Malabar, Unit Four, as recorded in Plat Book 13, at Page 55C and Plat Book 14, Page 22, of the Public Records of Brevard County, Florida, respectively; thence South 00 degrees 23 minutes 32 seconds West, 662.63 feet; thence South 89 degrees 52 minutes 48 seconds East, 1,337.09 feet to the East line of said Section 36; thence South 00 degrees 37 minutes 11 seconds West, 331.20 feet along said East line; thence North 89 degrees 53 minutes 07 seconds West, 1,335.78 feet; thence South 00 degrees 23 minutes 32 seconds West, 662.63 feet; thence North 89 degrees 53 minutes 44 seconds West, 1,333.15 feet; thence South 00 degrees 09 minutes 53 seconds West, 994.30 feet to the Northwest corner of the Southeast one-quarter of said Section 36; thence South 89 degrees 54 minutes 41 seconds East, 1,993.81 feet; thence South 00 degrees 24 minutes 28 seconds West, 662.70 feet; thence South 89 degrees 52 minutes 38 seconds East, 663.67 feet to the East line of said Southeast one-quarter; thence South 00 degrees 29 minutes 19 seconds West, 663.11 feet along said East line to the North line of the South one-half of said Southeast one-quarter; thence North 89 degrees 50 minutes 34 seconds West, 2,650.92 feet to the West line of said Southeast one-quarter; thence South 00 degrees 09 minutes 53 seconds West, 971.99 feet to the North line of lands described in Official Records Book 249, at Page 440, of the Public Records of Brevard County, Florida; thence North 89 degrees 54 minutes 41 seconds West, 220.00 feet along said North line to the West line of said lands; thence South 00 degrees 09 minutes 53 seconds West, 295.44 feet along said West line to the intersection with a curve concave to the North, having a radius of 1,399.40 feet; thence Westerly 248.61 feet along said curve through a central angle of 10 degrees 10 minutes 44 seconds to the point of tangency of said curve also being the Northerly right-of-way line of Malabar Road, as presently occupied; thence North 89 degrees 46 minutes 33 seconds West, 634.41 feet along said right-of-way line to the East line of lands described in Official Records Book 125, at Page 234, of the Public Records of Brevard County, Florida; thence North 00 degrees 07 minutes 12 seconds East, 315.39 feet along said East line to the North line of

EAK

SCHEDULE A
CONTINUATION PAGE 2

POLICY NO. OP-5-0474-2

said lands; thence North 89 degrees 54 minutes 41 seconds West, 220.00 feet along said North line to the West line of the East one-half of the Southwest one-quarter of said Section 36; thence North 00 degrees 07 minutes 12 seconds East, 2,295.00 feet along said West line to the Southwest corner of the Southeast one-quarter of the Northwest one-quarter of said Section 36; thence North 00 degrees 20 minutes 24 seconds East, 2,649.93 feet along the West line of the East one-half of the Northwest one-quarter of said Section 36 to the North line of said Northwest one-quarter; thence South 89 degrees 58 minutes 43 seconds East, 1,315.67 feet along said North line to the Point of Beginning. LESS AND EXCEPT land described in Deed Book 198, at Page 397, of the Public Records of Brevard County, Florida.

AND TOGETHER WITH

PARCEL A

The South one-half of the North one-half of the Southwest one-quarter of the Northeast one-quarter of Section 36, Township 28 South, Range 37 East, Brevard County, Florida.

AND TOGETHER WITH

PARCEL B

The North one-half of the South one-half of the Southwest one-quarter of the Northeast one-quarter of Section 36, Township 28 South, Range 37 East, Brevard County, Florida.

AND TOGETHER WITH

PARCEL C

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

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SCHEDULE A
CONTINUATION PAGE 3

POLICY NO. OP-5-0474-2

Commence at the Northeast corner of the Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter of said Section 36; thence North 89 degrees 52 minutes 38 seconds West along the North line of the Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter of said Section 36, 30.00 feet to the Point of Beginning; thence South 00 degrees 29 minutes 19 seconds West, 125.00 feet; thence North 89 degrees 52 minutes 38 seconds West, 423.00 feet; thence North 00 degrees 29 minutes 19 seconds East, 125.00 feet; thence South 89 degrees 52 minutes 38 seconds East, 423.00 feet to the Point of Beginning.

LESS AND EXCEPT

PARCEL D

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 36; thence South 89 degrees 46 minutes 33 seconds East along the South line of said Section 36, a distance of 1,321.73 feet to the West line of the East one-half of the Southwest one-quarter of said Section 36; thence North 00 degrees 07 minutes 12 seconds East along said West line, 905.08 feet to the Point of Beginning; thence continue North 00 degrees 07 minutes 12 seconds East, 454.93 feet; thence South 89 degrees 50 minutes 34 seconds East, 990.87 feet; thence South 00 degrees 12 minutes 30 seconds West, 38.53 feet to the point of curvature of a circular curve concave to the West having a radius of 833.01 feet; thence Southerly and Southwesterly 436.16 feet along said curve through a central angle of 29 degrees 59 minutes 59 seconds to the intersection with a non-tangent line (a radial line bears South 59 degrees 47 minutes 31 seconds East to said intersection); thence North 89 degrees 50 minutes 34 seconds West along said non-tangent line 878.56 feet to the Point of Beginning.

AND LESS AND EXCEPT

PARCEL E

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

EAK

**SCHEDULE A
CONTINUATION PAGE 4**

POLICY NO. OP-5-0474-2

Commence at the Southwest corner of said Section 36; thence South 89 degrees 46 minutes 33 seconds East along the South line thereof 1,321.73 feet to the West line of the East one-half of the Southwest one-quarter of said Section 36; thence North 00 degrees 07 minutes 12 seconds East along said West line 347.87 feet to the Point of Beginning; thence continue North 00 degrees 07 minutes 12 seconds East, 557.21 feet; thence South 89 degrees 50 minutes 34 seconds East, 878.56 feet to the intersection with a circular curve concave to the Northwest (a radial line bears South 59 degrees 47 minutes 31 seconds East to said intersection) having a radius of 833.01 feet; thence Southwesterly 255.97 feet along said curve through a central angle of 17 degrees 36 minutes 23 seconds to the point of reverse curve of a circular curve concave to the Southeast having a radius of 913.01 feet; thence Southwesterly and Southerly 758.60 feet along said curve, through a central angle of 47 degrees 36 minutes 20 seconds to the intersection with a non-tangent line, said line being the North right-of-way line of Malabar Road; thence North 89 degrees 46 minutes 33 seconds West along said North right-of-way line 200 feet; thence North 00 degrees 07 minutes 12 seconds East, 315.39 feet; thence North 89 degrees 54 minutes 41 seconds West, 220.00 feet to the Point of Beginning.

AND LESS AND EXCEPT

PARCEL F

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter of said Section 36; thence North 89 degrees 50 minutes 34 seconds West along the South line of the Northeast one-quarter of said Southeast one-quarter of Section 36, 30.00 feet to the Point of Beginning; thence continue North 89 degrees 50 minutes 34 seconds West along said South line, 423.00 feet; thence North 00 degrees 29 minutes 19 seconds East, 44.00 feet; thence South 89 degrees 50 minutes 34 seconds East, 423.00 feet; thence South 00 degrees 29 minutes 19 seconds West, 44.00 feet to the Point of Beginning.

EAK

Appendix F:
Florida Natural Areas Inventory
Element Occurrences Map



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

April 6, 2006

Chris O'Hara
Brevard County
Division of Recreation and Parks
5560 North US Highway 1
Melbourne, FL 32940

Dear Mr. O'Hara:

Thank you for your request for information from the Florida Natural Areas Inventory (FNAI). We have compiled the following information for your project area.

Project: Malabar Scrub Sanctuary
Date Received: March 30, 2006
Location: Township 28 S, Range 37 E, Sections 35 & 36
Brevard County

Based on the information available, this site appears to be located on or very near a significant region of scrub habitat, a natural community in decline that provides important habitat for several rare species within a small area. Additional consideration should be given to avoid and/or mitigate impacts to these natural resources, and to design land uses that are compatible with these resources.

Element Occurrences

A search of our maps and database indicates that currently we have several Element Occurrences mapped within the vicinity of the study area (see enclosed map and element occurrence table). Please be advised that a lack of element occurrences in the FNAI database is not a sufficient indication of the absence of rare or endangered species on a site.

The Element Occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates that some element occurrences occur in the general vicinity of the label point. This may be due to lack of precision of the source data, or an element that occurs over an extended area (such as a wide ranging species or large natural community). For animals and plants, Element Occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations which may no longer be extant.

Likely and Potential Rare Species

In addition to documented occurrences, other rare species and natural communities may be identified on or near the site based on habitat models and species range models (see enclosed



Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

The Florida State University

Tracking Florida's Biodiversity

Biodiversity Matrix Report). These species should be taken into consideration in field surveys, land management, and impact avoidance and mitigation.

FNAI habitat models indicate areas, which based on landcover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Habitat models have been developed for approximately 300 of the most rare species tracked by the Inventory, including all federally listed species.

FNAI species range models indicate areas that are within the known or predicted range of a species, based on climate variables, soils, vegetation, and/or slope. Species range models have been developed for approximately 340 species, including all federally listed species.

The FNAI Biodiversity Matrix Geodatabase compiles Documented, Likely, and Potential species and natural communities for each square mile Matrix Unit statewide.

Managed Areas

Portions of the site appear to be located within the Malabar Scrub Sanctuary, managed by the Brevard County, Division of Recreation and Parks.

The Managed Areas data layer shows public and privately managed conservation lands throughout the state. Federal, state, local, and privately managed conservation lands are included.

Land Acquisition Projects

This site appears to be located within the Brevard Coastal Scrub Ecosystem Florida Forever BOT Project, which is part of the State of Florida's Conservation and Recreation Lands land acquisition program. A description of this project is enclosed. For more information on this Florida Forever Project, contact the Florida Department of Environmental Protection, Division of State Lands.

Florida Forever Board of Trustees (BOT) projects are proposed and acquired through the Florida Department of Environmental Protection, Division of State Lands. The state has no regulatory authority over these lands until they are purchased.

The Inventory always recommends that professionals familiar with Florida's flora and fauna should conduct a site-specific survey to determine the current presence or absence of rare, threatened, or endangered species.

Please visit www.fnai.org/data.cfm for county or statewide element occurrence distributions and links to more element information.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. FNAI data may not be resold for profit.

Thank you for your use of FNAI services. If I can be of further assistance, please give me a call at (850) 224-8207.

Sincerely,

Jason A. Griffin

Jason A. Griffin
Data Services Coordinator

encl



1018 Thomasville Road
 Suite 200-C, Tallahassee, FL 32303
 850-224-8207
 fax 850-681-9364
 www.fnai.org

Element Occurrences

- Animals
- Plants
- Communities
- Other

Point Indicates General Vicinity of Element

U.S. Fish & Wildlife Service
 Scrub Jay Survey 1992-96

FL Fish & Wildlife Cons. Comm.
 Breeding Bird Atlas Project 1986-91
 center point of 10 sq mi survey block

Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves

Land Acquisition Projects

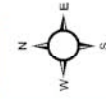
- Florida Forever Board of Trustees Projects
- FNAI Rare Species Habitat
- FNAI Biodiversity Matrix Square Mile Units

County Boundary

- Interstate
- Turnpike
- Major Highway
- Local Road
- Water

Map produced by JAG
 Map Date: 06 APR 2008

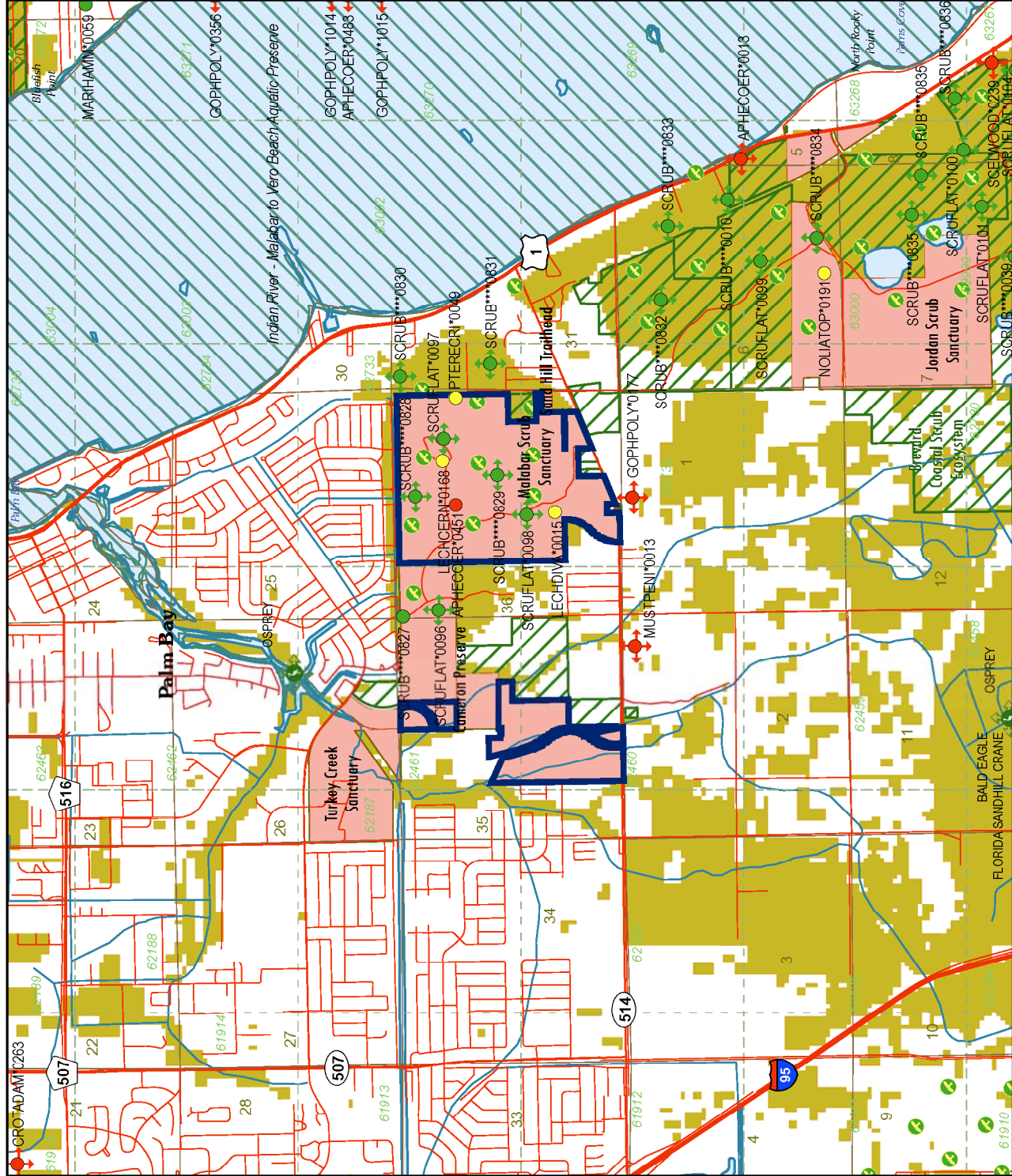
NOTE:
 Map should not be interpreted without accompanying documents.



Malabar Scrub Sanctuary

Brevard County

Site boundaries are approximate.





Florida Natural Areas Inventory

ELEMENT OCCURRENCES DOCUMENTED ON OR NEAR PROJECT SITE



Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
GOPHPOLY*0177	Gopherus polyphemus	Gopher Tortoise	G3	S3	N	LS	ZZ	No general description given	No EO data given
SCRUB****0039	Scrub		G2	S2	N	N	2005-08-06	2005-08-06: Mostly oak scrub with scattered Pinus clausa (PNDTAN01FLUS). 1981-05-13: MOSTLY OAK SCRUB (U81COX01FLUS).	1981-05-13: OCCURRENCE AT SITE; MOST 2-4 M. OAK SCRUB (U81COX01FLUS).
CROTADAM*0263	Crotalus adamanteus	Eastern Diamondback Rattlesnake	G4	S3	N	N	1995-01	Old established neighborhood, next to airport - canals, sandy sand pines, palmettos/some lowlands.	[2 snakes seen -] one approximately 1 year old, female, one newborn.
APHECOER*0483	Aphelecoema coeruleascens	Florida Scrub-jay	G2	S2	LT	LT	1993	No data given in U93COA01FLUS.	Species reported as on-site by U93COA01FLUS; additional data needed
APHECOER*0013	Aphelecoema coeruleascens	Florida Scrub-jay	G2	S2	LT	LT	1981-05-13	SAND PINE SCRUB	1981-05-13: 1 SCRUB JAY
GOPHPOLY*0356	Gopherus polyphemus	Gopher Tortoise	G3	S3	N	LS	1992-pre	SCRUB	1992 MARITIME HAMMOCK INITIATIVE LISTS SPECIES PRESENT IN COASTAL STRAND/SCRUB 1986. ONE GOPHERUS BURROW WAS OBSERVED ON THE TRAIL TO THE HAMMOCK (DISNEY NORTH) BY HARDEN.
MUSTPENI*0013	Mustela frenata peninsulanae	Florida Long-tailed Weasel	G5T3	S3	N	N	1997-pre	No general description given	C. Bossie, IND, observation. Specimen in Bossie's freezer. Plans to mount.
SCELLWOD*0239	Sceloporus woodi	Florida Scrub Lizard	G3	S3	N	N	1986-05-13	Coastal scrub	1986-05-13: K. E. Enge, GFC - Also seen on 2 August 86. See Enge et al (1986: Coop Unit Tech Rep No 26).
GOPHPOLY*1014	Gopherus polyphemus	Gopher Tortoise	G3	S3	N	LS	1993	No data given in U93COA01FLUS.	Species reported as on-site by U93COA01FLUS; additional data needed.
GOPHPOLY*1015	Gopherus polyphemus	Gopher Tortoise	G3	S3	N	LS	1993	Scraped scrub.	Species reported as on-site by U93COA01FLUS; additional data needed.
MARIHAMM*0059	Maritime hammock		G3	S2	N	N	1971-	SERIES OF DUNE RIDGES GRADING FROM COASTAL SCRUB TO HAMMOCK AS ONE GOES INLAND ALONG A SAND ROAD.	DOMINANT TREES: SABAL PALMETTO, QUERCUS VIRGINIANA. LARGE NUMBER OF EPIPHYTES. UNDERSTORY DOMINANTS: ARDISIA ESCALLONIOIDES, PERSEA BORBONIA, GROUND COVER: PSYCHOTRIA.

Florida Natural Areas Inventory

ELEMENT OCCURRENCES DOCUMENTED ON OR NEAR PROJECT SITE



Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
SCRUB****0827	Scrub		G2	S2	N	N	2004	No general description given	2004: Update to last obs date was based on interpretation of aerial photography (previous value was 1991) (U05FNA02FLUS). Scrub layer is low, 2-3 meters, and open sandy areas are common.
APHECOER*0451	<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	G2	S2	LT	LT	1991-08-14	Scrub/sand pine scrub/Scrubby Flatwoods	1991-08-14: 1 juvenile scrub jay reported (U91SNO01). Snodgrass et al. estimated record (94) to constitute a small population of 0-5 family groups during a 1991 inventory.
LECHDIVA*0015	<i>Lechea divaricata</i>	Pine Pinweed	G2	S2	N	LE	2003-07-22	2003-07-22: firebreak through scrubby flatwoods (U04SCH02FLUS).	2003-07-22: one small population (U04SCH02FLUS).
NOLIATCP*0191	<i>Nolina atopocarpa</i>	Florida Beargrass	G3	S3	N	LT	2003-07-30	2003-07-30: plants occur at six closely spaced locations along a sand road in mesic flatwoods with <i>Serenoa repens</i> and <i>Aristida stricta</i> (U04SCH02FLUS).	2003-07-30: plants occur at six closely spaced locations along a sand road (U04SCH02FLUS).
PTERECRI*0049	<i>Pteroglossaspis ecristata</i>	Giant Orchid	G2G3	S2	N	LT	2004-04-01	2004-04-01: recently burned scrub (U04SCH02FLUS).	2004-04-01: none provided in report (U04SCH02FLUS).
LEHCERN*0168	<i>Lechea cernua</i>	Nodding Pinweed	G3	S3	N	LT	2004-04-01	2004-04-01: edge of sand trail through scrub (U04SCH02FLUS).	2004-04-01: a few plants (U04SCH02FLUS).
SCRUB****0830	Scrub		G2	S2	N	N	2004	No general description given	Scrub layer is low, 2-3 meters, and open sandy areas are common.
SCRUB****0829	Scrub		G2	S2	N	N	2004	No general description given	Scrub layer is low, 2-3 meters, and open sandy areas are common.
SCRUB****0828	Scrub		G2	S2	N	N	2004	No general description given	Scrub layer is low, 2-3 meters, and open sandy areas are common.
SCRUB****0834	Scrub		G2	S2	N	N	2004	No general description given	At late stages of succession.
SCRUB****0832	Scrub		G2	S2	N	N	2004	No general description given	At late stages of succession.
SCRUB****0835	Scrub		G2	S2	N	N	2004	No general description given	At late stages of succession.



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Florida Natural Areas Inventory

ELEMENT OCCURRENCES DOCUMENTED ON OR NEAR PROJECT SITE



Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
SCRUFAT*0097	Scrubby flatwoods		G3	S3	N	N	2004	No general description given	Scrub layer is low, 2-3 meters, and open sandy areas are common.
SCRUB****0833	Scrub		G2	S2	N	N	2004	No general description given	At late stages of succession.
SCRUFAT*0096	Scrubby flatwoods		G3	S3	N	N	2004	No general description given	Scrub layer is low, 2-3 meters, and open sandy areas are common.
SCRUFAT*0099	Scrubby flatwoods		G3	S3	N	N	2004	No general description given	Occurrence on site.
SCRUB****0010	Scrub		G2	S2	N	N	2004	SAND PINE SCRUB	OCCURRENCE AT SITE
SCRUFAT*0101	Scrubby flatwoods		G3	S3	N	N	2004	No general description given	Occurrence on site.
SCRUB****0831	Scrub		G2	S2	N	N	2004	No general description given	Scrub layer is low, 2-3 meters, and open sandy areas are common.
SCRUB****0836	Scrub		G2	S2	N	N	2004	No general description given	At late stages of succession.
SCRUFAT*0100	Scrubby flatwoods		G3	S3	N	N	2004	No general description given	Occurrence on site.
SCRUFAT*0104	Scrubby flatwoods		G3	S3	N	N	2004	No general description given	Occurrence on site.
SCRUFAT*0098	Scrubby flatwoods		G3	S3	N	N	2004	No general description given	Scrub layer is low, 2-3 meters, and open sandy areas are common.

Florida Natural Areas Inventory

Biodiversity Matrix Report

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
Matrix Unit ID: 62460					
Likely					
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	LS
<i>Grus canadensis pratensis</i>	Florida Sandhill Crane	35T2T3	S2S3	N	LT
<i>Mustela frenata peninsulae</i>	Florida Long-tailed Weasel	G5T3	S3	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LE	LE

Matrix Unit ID: 62461

Documented					
Scrub		G2	S2	N	N
Scrubby flatwoods		G3	S3	N	N
Likely					
<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	G2	S2	LT	LT
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	LS
<i>Grus canadensis pratensis</i>	Florida Sandhill Crane	35T2T3	S2S3	N	LT
<i>Mustela frenata peninsulae</i>	Florida Long-tailed Weasel	G5T3	S3	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LE	LE
<i>Trichechus manatus</i>	Manatee	G2	S2	LE	LE

Matrix Unit ID: 62732

Documented					
<i>Lechea divaricata</i>	Pine Pinweed	G2	S2	N	LE
Likely					
<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	G2	S2	LT	LT
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	LS
<i>Grus canadensis pratensis</i>	Florida Sandhill Crane	35T2T3	S2S3	N	LT
<i>Mustela frenata peninsulae</i>	Florida Long-tailed Weasel	G5T3	S3	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LE	LE
Scrub		G2	S2	N	N
Scrubby flatwoods		G3	S3	N	N

Matrix Unit ID: 62733

Documented					
<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	G2	S2	LT	LT
<i>Lechea cernua</i>	Nodding Pinweed	G3	S3	N	LT
<i>Pteroglossaspis ecristata</i>	Giant Orchid	G2G3	S2	N	LT
Scrub		G2	S2	N	N
Scrubby flatwoods		G3	S3	N	N
Likely					
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	LS
<i>Grus canadensis pratensis</i>	Florida Sandhill Crane	35T2T3	S2S3	N	LT
<i>Lechea divaricata</i>	Pine Pinweed	G2	S2	N	LE
<i>Mustela frenata peninsulae</i>	Florida Long-tailed Weasel	G5T3	S3	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LE	LE

Florida Natural Areas Inventory

Biodiversity Matrix Report

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing
Potential from any/all selected Units					
<i>Acipenser oxyrinchus oxyrinchus</i>	Atlantic Sturgeon	G3T3	S1	C	LS
<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	G2	S2	LT	LT
<i>Athene cunicularia floridana</i>	Florida Burrowing Owl	G4T3	S3	N	LS
<i>Calopogon multiflorus</i>	Many-flowered Grass-pink	G2G3	S2S3	N	LE
<i>Centrosema arenicola</i>	Sand Butterfly Pea	G2Q	S2	N	LE
<i>Chamaesyce cumulicola</i>	Sand-dune Spurge	G2	S2	N	LE
<i>Cladonia perforata</i>	Perforate Reindeer Lichen	G1	S1	LE	LE
<i>Conradina grandiflora</i>	Large-flowered Rosemary	G3	S3	N	LT
<i>Ctenogobius stigmaturus</i>	Spottail Goby	G2	S2	N	N
<i>Dicerandra immaculata</i>	Lakela's Mint	G1	S1	LE	LE
<i>Drymarchon couperi</i>	Eastern Indigo Snake	G3	S3	LT	LT
<i>Glandularia maritima</i>	Coastal Vervain	G3	S3	N	LE
<i>Halophila johnsonii</i>	Johnson's Seagrass	G2	S2	LT	N
<i>Harrisia simpsonii</i>	Simpson's Prickly Apple	G2	S2	N	LE
<i>Heterodon simus</i>	Southern Hognose Snake	G2	S2	N	N
<i>Lechea cernua</i>	Nodding Pinweed	G3	S3	N	LT
<i>Lechea divaricata</i>	Pine Pinweed	G2	S2	N	LE
Mesic flatwoods		G4	S4	N	N
<i>Nemastylis floridana</i>	Celestial Lily	G2	S2	N	LE
<i>Nolina atopocarpa</i>	Florida Beargrass	G3	S3	N	LT
<i>Panicum abscissum</i>	Cutthroat Grass	G3	S3	N	LE
<i>Picoides borealis</i>	Red-cockaded Woodpecker	G3	S2	LE	LS
<i>Pteroglossaspis ecristata</i>	Giant Orchid	G2G3	S2	N	LT
<i>Rana capito</i>	Gopher Frog	G3	S3	N	LS
<i>Rivulus marmoratus</i>	Mangrove Rivulus	G3	S3	C	LS
<i>Schizachyrium niveum</i>	Scrub Bluestem	G1	S1	N	LE
Scrub		G2	S2	N	N
<i>Trichechus manatus</i>	Manatee	G2	S2	LE	LE
<i>Warea carteri</i>	Carter's Warea	G3	S3	LE	LE

DEFINITIONS:

DOCUMENTED - Rare species and natural communities documented on or near this site.

DOCUMENTED-HISTORIC - Rare species and natural communities documented, but not observed/reported within the last twenty years.

LIKELY - Rare species and natural communities likely to occur on this site based on suitable habitat and/or known occurrences in the vicinity.

POTENTIAL - This site lies within the known or predicted range of the species listed.



GLOBAL AND STATE RANKS

Florida Natural Areas Inventory (FNAI) defines an **element** as any rare or exemplary component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature. FNAI assigns two ranks to each element found in Florida: the **global rank**, which is based on an element's worldwide status, and the **state rank**, which is based on the status of the element within Florida. Element ranks are based on many factors, including estimated number of occurrences, estimated abundance (for species and populations) or area (for natural communities), estimated number of adequately protected occurrences, range, threats, and ecological fragility.

GLOBAL RANK DEFINITIONS

- G1 Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- G2 Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- G3 Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
- G4 Apparently secure globally (may be rare in parts of range).
- G5 Demonstrably secure globally.
- G#? Tentative rank (e.g., G2?)
- G#G# Range of rank; insufficient data to assign specific global rank (e.g., G2G3)
- G#T# Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species and the T portion refers to the specific subgroup; numbers have same definition as above (e.g., G3T1)
- G#Q Rank of questionable species - ranked as species but questionable whether it is species or subspecies; numbers have same definition as above (e.g., G2Q)
- G#T#Q Same as above, but validity as subspecies or variety is questioned.
- GH Of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker)
- GNA Ranking is not applicable because element is not a suitable target for conservation (e.g. as for hybrid species)
- GNR Not yet ranked (temporary)
- GNR TNR Neither the full species nor the taxonomic subgroup has yet been ranked (temporary)
- GX Believed to be extinct throughout range
- GXC Extirpated from the wild but still known from captivity/cultivation
- GU Unrankable. Due to lack of information, no rank or range can be assigned (e.g., GUT2).

STATE RANK DEFINITIONS

Definition parallels global element rank: substitute "S" for "G" in above global ranks, and "in Florida" for "globally" in above global rank definitions.

**FEDERAL AND STATE LEGAL STATUSES
PROVIDED BY FNAI FOR INFORMATION ONLY.**

For official definitions and lists of protected species, consult the relevant state or federal agency.

FEDERAL LEGAL STATUS

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

- LE Listed as Endangered Species in the List of Endangered and Threatened Wildlife and Plants under the provisions of the Endangered Species Act. Defined as any species which is in danger of extinction throughout all or a significant portion of its range.
- LE,XN An experimental population of a species otherwise Listed as an Endangered Species in the List of Endangered and Threatened Wildlife and Plants.
- PE Proposed for addition to the List of Endangered and Threatened Wildlife and Plants as Endangered Species.
- LT Listed as Threatened Species. Defined as any species which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range.
- LT,PDL Species currently listed threatened but has been proposed for delisting.
- PT Proposed for listing as Threatened Species.
- C Candidate Species for addition to the list of Endangered and Threatened Wildlife and Plants, Category 1. Taxa for which the USFWS currently has substantial information on hand or in possession to support the biological appropriateness of proposing to list the species as endangered or threatened.
- PS Partial listing status (species is listed for only a portion of its geographic range).
- SAT Threatened due to similarity of appearance to a threatened species.
- SC Species of concern. Species is not currently listed but is of management concern to USFWS.
- N Not currently listed, nor currently being considered for addition to the List of endangered and Threatened Wildlife and Plants.

FLORIDA LEGAL STATUSES

Animals: Definitions derived from “Florida’s Endangered Species and Species of Special Concern, Official Lists” published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

Animals (Florida Fish and Wildlife Conservation Commission- FFWCC)

- LE Listed as Endangered Species by the FGFWFC. Defined as a species, subspecies, or isolated population which is so rare or depleted in number or so restricted in range of habitat due to any man-made or natural factors that it is in immediate danger of extinction or extirpation from the state, or which may attain such a status within the immediate future.
- LT Listed as Threatened Species by the FGFWFC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future. LT* (for Florida black bear) indicates that LT status does not apply in Baker and Columbia counties and in the Apalachicola National Forest.
- LS Listed as Species of Special Concern by the FGFWFC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. LS* indicates that a species has LS status only in selected portions of its range in Florida.
- N Not currently listed, nor currently being considered for listing.

Plants: Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505.

- LE Listed as Endangered Plants in the Preservation of Native Flora of Florida Act. Defined as species of plants native to the state that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue, and includes all species determined to be endangered or threatened pursuant to the Federal Endangered Species Act of 1973, as amended.
- PE Proposed by the FDACS for listing as Endangered Plants.
- LT Listed as Threatened Plants in the Preservation of Native Flora of Florida Act. Defined as species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in such number as to cause them to be endangered. LT* indicates that a species has LT status only in selected portions of its range in Florida.
- PT Proposed by the FDACS for listing as Threatened Plants.
- CE Listed as a Commercially Exploited Plant in the Preservation of Native Flora of Florida Act. Defined as species native to state which are subject to being removed in significant numbers from native habitats in the state and sold or transported for sale.
- PC Proposed by the FDACS for listing as Commercially Exploited Plants.
- (LT) Listed threatened as a member of a larger group but not specifically listed by species name.
- N Not currently listed, nor currently being considered for listing.



Brevard Coastal Scrub Ecosystem

Group A: Full Fee

Brevard County

Group A: Small Holdings

Purpose for State Acquisition

The strip of coastal scrub that once paralleled the Indian River in Brevard County is now a set of small fragments surrounded by housing developments. The Brevard Coastal Scrub Ecosystem project will preserve a few of the best fragments, thus helping to ensure the survival of the endangered scrub jay and scrub itself in the county, and providing areas where the public can learn about and appreciate this unique landscape.

Manager

Brevard County will manage the original six sites, and the Fish and Wildlife Conservation Commission (FWC) will manage the six sites added in 1996.

General Description

The project includes twenty areas considered essential to the preservation of scrub, mesic and scrubby flatwoods, floodplain marsh and marsh lake along the Atlantic Coastal Ridge and St. John's River marshes. Acquisition and management of these core areas are imperative for the survival of the Florida Scrub Jay on

the East Coast of Florida. The tracts comprising this project also support several rare vertebrates and at least eight rare plant species, including a very rare mint. All of the tracts in the project are surrounded by development and several peripheral areas are already being destroyed. The rapid encroachment of housing developments is likely to completely eliminate any unprotected scrub and adjacent flatwoods communities of Brevard County in the very near future. No archaeological sites are known from the project.

Public Use

This project is designated as a wildlife and environmental area with limited public use, including picnicking and environmental education.

Acquisition Planning

On 12/10/1992, the Land Acquisition Advisory Council (LAAC) added the Scrub Jay Refugia project to the Conservation and Recreation Lands (CARL) Priority list. This fee-simple acquisition consisted of approximately 8,178 acres, several hundred parcels and landowners, and a taxable value of \$53,319,683. Brevard County sponsored the project that contained 5 sites: Tico (\pm 2,421 acres, Grand Central a major owner, Brevard County has acquired 52 acres); Valkaria (\pm 2,764 acres with multiple owners, County has acquired 155 acres); Rockledge (\pm 2,591 acres, three major owners: Barge & Tabacchi, Duda, and Grand Central, the remainder is subdivided, County has acquired 141 acres); Condcy (52 acres, two owners: Nelson and SR 405 Ltd); South Babcock (529 acres, multiple owners).

Full Fee FNAI Elements	
<i>Scrub mint</i>	G1/S1
<i>Coastal hoary-pea</i>	G1T1/S1
SCRUB	G2/S2
<i>Pine pinweed</i>	G2/S2
<i>Wild coco</i>	G2G3/S2
<i>Sand butterfly pea</i>	G2G3Q/S2S3
<i>Hay scented fern</i>	G4/S1
FLOODPLAIN MARSH	G3?/S2
32 elements known from project	

Small Holdings FNAI Elements	
SCRUB	G2/S2
Florida scrub-jay	G3/S3
<i>Curtiss' milkweed</i>	G3/S3
<i>Large-flowered rosemary</i>	G3/S3
SCRUBBY FLATWOODS	G3/S3
WET FLATWOODS	G3/S3
Bald eagle	G4/S3
DEPRESSION MARSH	G4?/S3
12 elements known from project	

Placed on list	1993*
Project Area (Not GIS Acreage)	48,387
Acres Acquired	19,323**
at a Cost of	\$38,407,488**
Acres Remaining	29,064
with Estimated (Tax Assessed) Value of \$50,695,754	

*Original project

** Includes acreage acquired by Brevard County & SJRWMD, Full Fee and Small Holdings

Brevard Coastal Scrub Ecosystem - Group A/Full Fee Small Holdings

On 7/23/1993, the LAAC approved a fee-simple, 179-acre addition (AKA Rockledge Scrub Sanctuary) to the project boundary. It was sponsored by the South Florida Water Management District (SFWMD), consisted of 6 landowners (T. Barge & M. Tabacchi, L.R. Pierce Trust, N. Schopke & M. Tabacchi, TCM Investment, Inc., A.L. & M. Jacoboski, and Florida Power & Light Co.), and a taxable value of \$3,600,000.

On 3/9/1994, the LAAC approved a fee-simple, 1,322-acre addition (AKA Micco Scrub) to the project boundary. The addition was sponsored by Brevard County, consisted of one landowner, Kentucky Central Life Ins. Co., and a taxable value of \$1,500,120. Brevard County has acquired this site.

On 7/14/1995, the LAAC approved a fee-simple, 1,410-acre addition to the project boundary. The addition consisted of four sites: Dicerandra Scrub, 44 acres, Malabar Scrub Sanctuary, 395 acres, Canova Beach Scrub, 138 acres, and Jordan Blvd, 833 acres. Brevard County sponsored this addition that consisted of multiple landowners, and a taxable value of \$13,283,659. The County has acquired the Malabar and the Dicerandra Scrub sites.

In 1996, the LAAC combined the Coastal Scrub Ecosystem Initiative (CSEI) project with the Scrub Jay Refugia project bringing the new total acres to 27,745 with a TAV of \$86,847,875, and on 12/5/1996 renamed it Brevard Coastal Scrub Ecosystem. The CSEI consisted of 6 sites: Fox/South Lake Complex - 9,189 acres; Titusville Wellfield - 972 acres; Grissom Parkway - 2,962 acres; Wickham Road - 822 acres; Micco Expansion - 1,833 acres; and Ten Mile Ridge - 529 acres, totaling 16,307 acres with a TAV of \$40,780,060.

On 12/3/1998, the Land Acquisition Management Advisory Council (LAMAC) approved the transfer of the Valkaria, South Babcock, Ten Mile Ridge, and Grissom Parkway sites to the Mega-Multiparcel list. In 2001 this list was renamed Small Holdings.

On 12/19/00, the ARC approved a fee-simple, ± 9,528-acre addition to the project boundary. The addition consisted of two sites: Malabar Expansion – 959.85 acres

(Bargain/Shared) and Valkaria/Micco Expansion – 4,144.48 acres (Bargain/Shared) & 4,739.48 acres (Mega/Multiparcel). Sponsored by the Brevard County EEL Program, it consisted of 2,250 landowners, and a taxable value of \$23,819,800. The following sites were deleted from the project due to development/improvement, habitat fragmentation or isolation: Canova Beach - 152.34 acres; Condev – 52.52 acres; and Wickham Road Complex – 809.62 acres; & Rockledge (select properties) – 860 acres. The total TAV for these sites was approximately \$35,952,477.

On 5/17/2001, the ARC approved a fee-simple, ± 3,529-acre addition to the project boundary. The addition, sponsored by the Office of Coastal and Aquatic Managed Areas (CAMA), consisted of eleven landowners, and a taxable value of \$3,456,290.

On 4/25/2002, the ARC approved a fee-simple, 112-acre addition to the project boundary. The addition, sponsored by The Nature Conservancy (TNC) for Brevard County, consisted of two sites (10 Mile Ridge Expansion – 62 acres and Valkario/Micco Expansion – 50 acres), multiple landowners, and a taxable value of \$199,070

On 12/5/2003, the ARC approved a fee-simple, 7,444-acre addition to the project boundary. The addition, sponsored by the Brevard County EEL Program, consisted of three landowners, Bernard Hersch – 112.25 acres; OLC, Inc/Campbell – 5,229.94 acres; and Babcock, LLC – 2,091.81 acres, and a taxable value of \$2,808,217.

On 12/5/2002, ARC moved this project to Group A of the 2003 Florida Forever Priority list.

Coordination

Brevard County is an acquisition partner and has committed \$10 million towards the acquisition of the project and \$2.6 million for site management. The Nature Conservancy is under contract to the county to provide assistance with acquisition of the county's projects.

Management Policy Statement

The primary goals of management of the Brevard Coastal Scrub Ecosystem project are: to conserve and protect environmentally unique and irreplaceable lands that contain native, relatively unaltered flora and fauna representing a natural area unique to, or scarce within, a region of this state or a larger geographic area; and to conserve and protect significant habitat for native species or endangered and threatened species.

Management Prospectus

Qualifications for state designation Scrub on the Atlantic Coastal Ridge is one of the most endangered natural upland communities in North America. This unique scrub, with its many rare plants and animals, qualifies the Brevard Coastal Scrub Ecosystem project as a wildlife and environmental area.

Manager Brevard County proposes to manage the six original sites of the Brevard Coastal Scrub Ecosystem Project. The Fish and Wildlife Conservation Commission will manage the six sites added in 1996.

Conditions affecting intensity of management The Brevard Coastal Scrub Ecosystem Project includes low-need, moderate-need and high-need tracts. All sites are fire-maintained communities with an immediate need for fire management.

Timetable for implementing management and provisions for security and protection of infrastructure The Brevard County EEL Program is preparing a Conceptual Natural Areas Management Manual for all sanctuary sites. Once these sites are acquired, the EEL Program will work with local, state and federal agencies to develop a Comprehensive Management Plan for long-

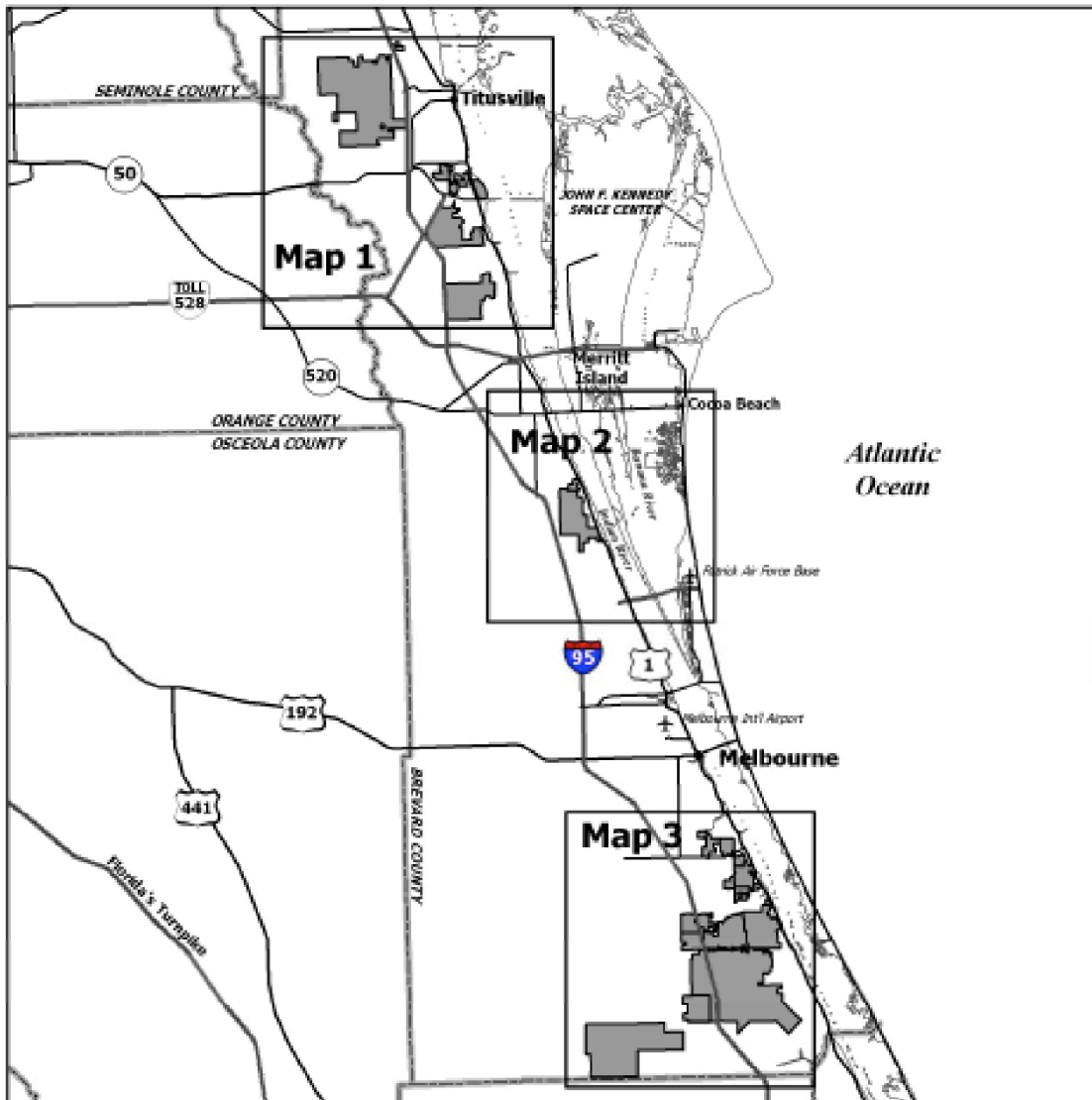
term management. Initial management activities in this project will focus on site security, burn management, determination of status of listed species, location of a core area for resource protection, identification of passive recreation areas, and the development of innovative environmental education programs.

A management plan will be developed and implemented approximately one year after the completion of this multi-parcel acquisition project, or site-specific management plans will be developed as management units are acquired. The plan will detail how each of the FNAI special elements on each site will be protected and, when necessary, restored. Fire management will be a vital component of each plan.

Long-range plans for this project, beginning approximately one year after acquisition is completed, will be directed towards biodiversity protection, exotic species removal, wetland restoration and enhancement, and the maintenance of links between upland, wetland and estuarine areas. Management will protect biological diversity and listed species. Specific areas will be fenced as needed. Property signs will have appropriate language to enable protection of the property. Unnecessary roads and other disturbances will be identified as areas for restoration. Firebreaks will be cleared where necessary. Infrastructure development will be confined to already disturbed areas and will be low-impact.

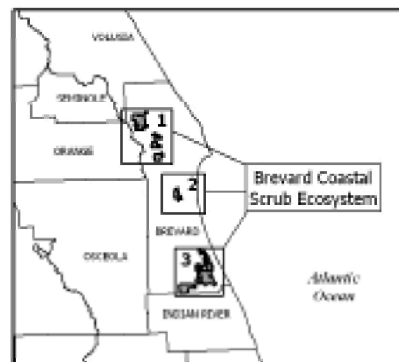
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Brevard Coastal Scrub Ecosystem - Group A/Full Fee Small Holdings



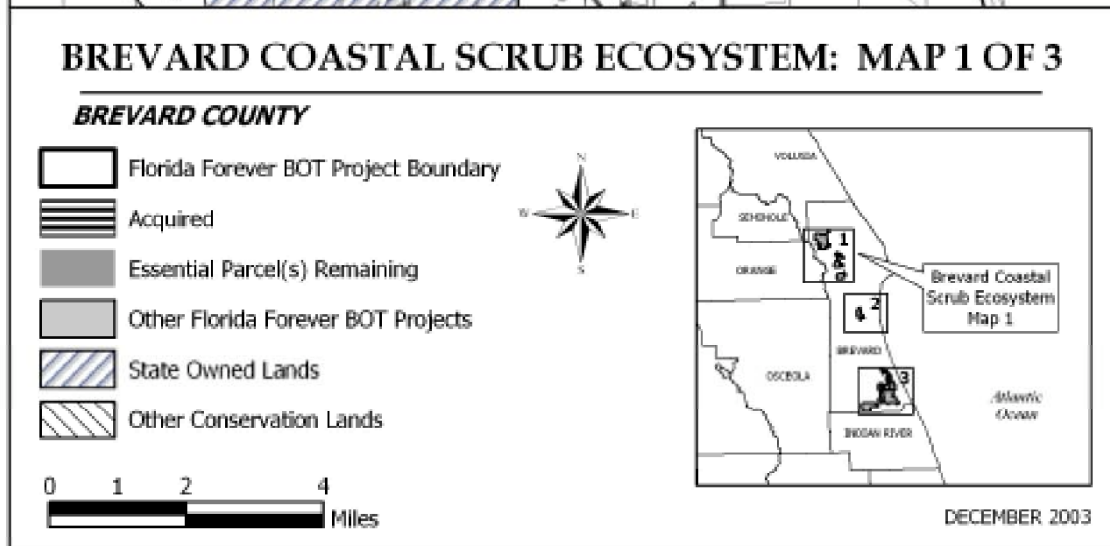
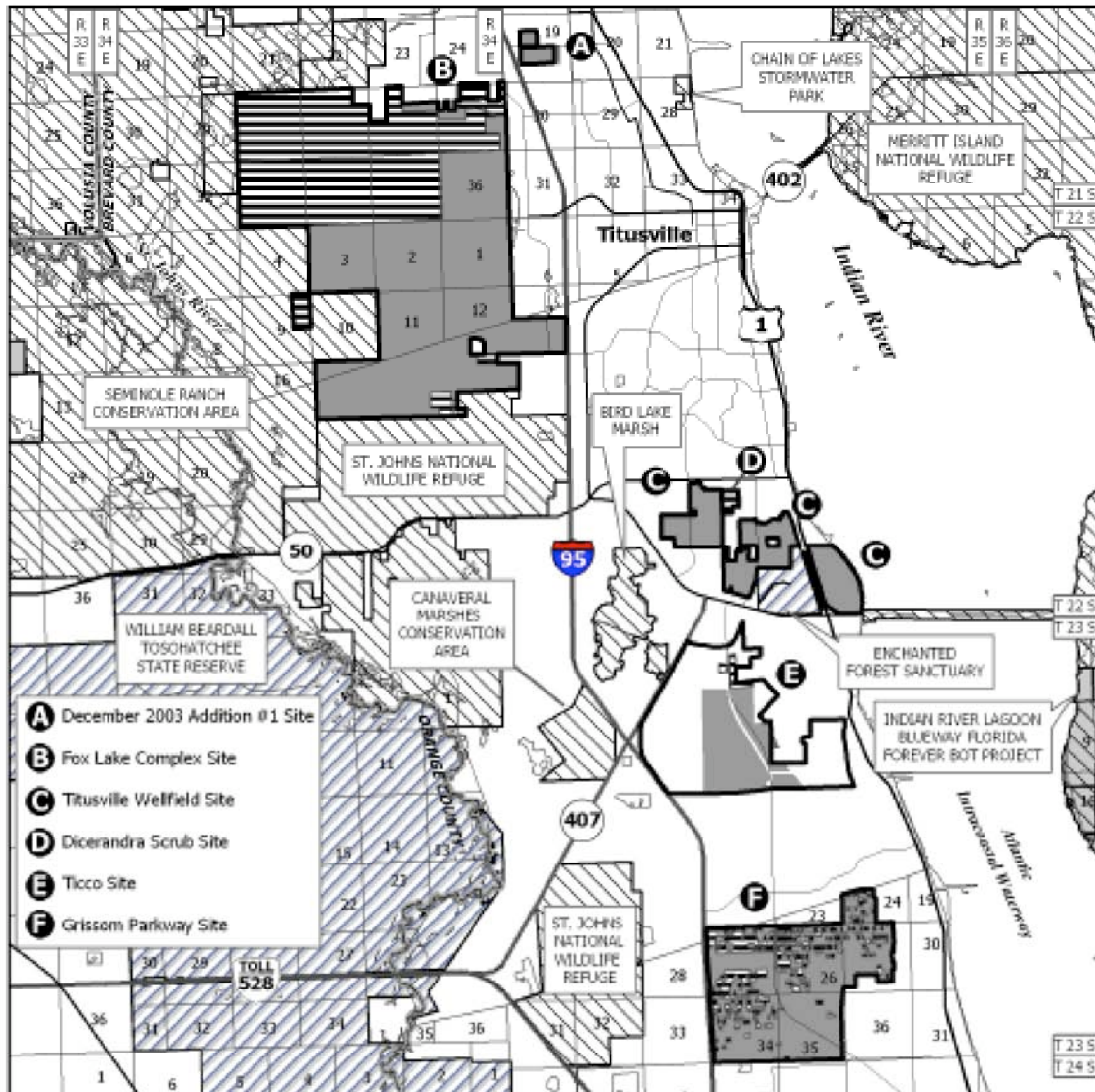
BREVARD COASTAL SCRUB ECOSYSTEM: OVERVIEW

BREVARD COUNTY

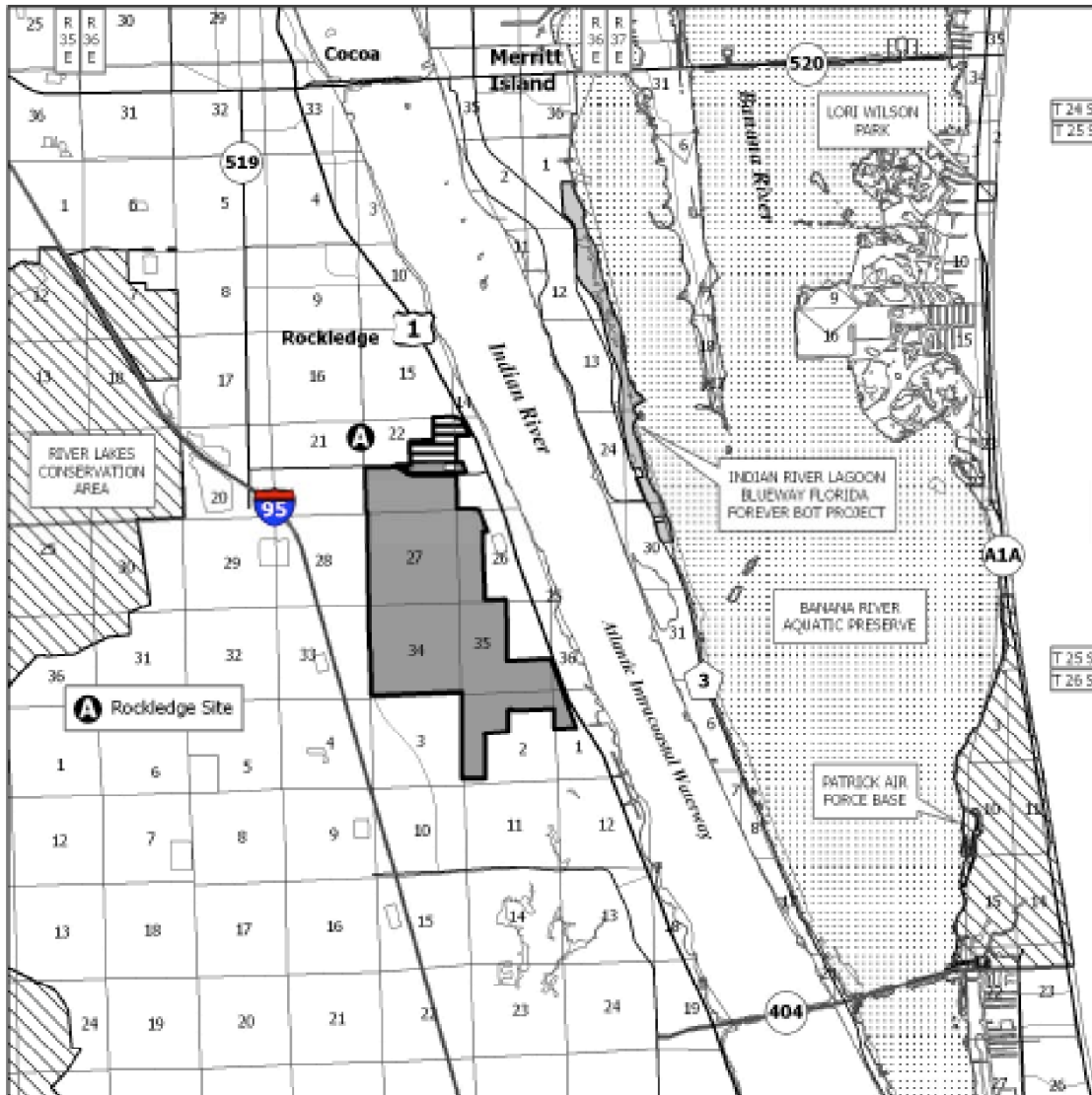


DECEMBER 2003

Brevard Coastal Scrub Ecosystem - Group A/Full Fee Small Holdings



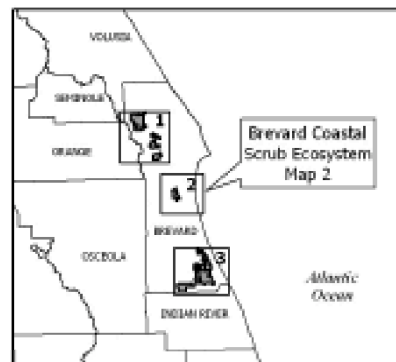
Brevard Coastal Scrub Ecosystem - Group A/Full Fee Small Holdings



BREVARD COASTAL SCRUB ECOSYSTEM: MAP 2 OF 3

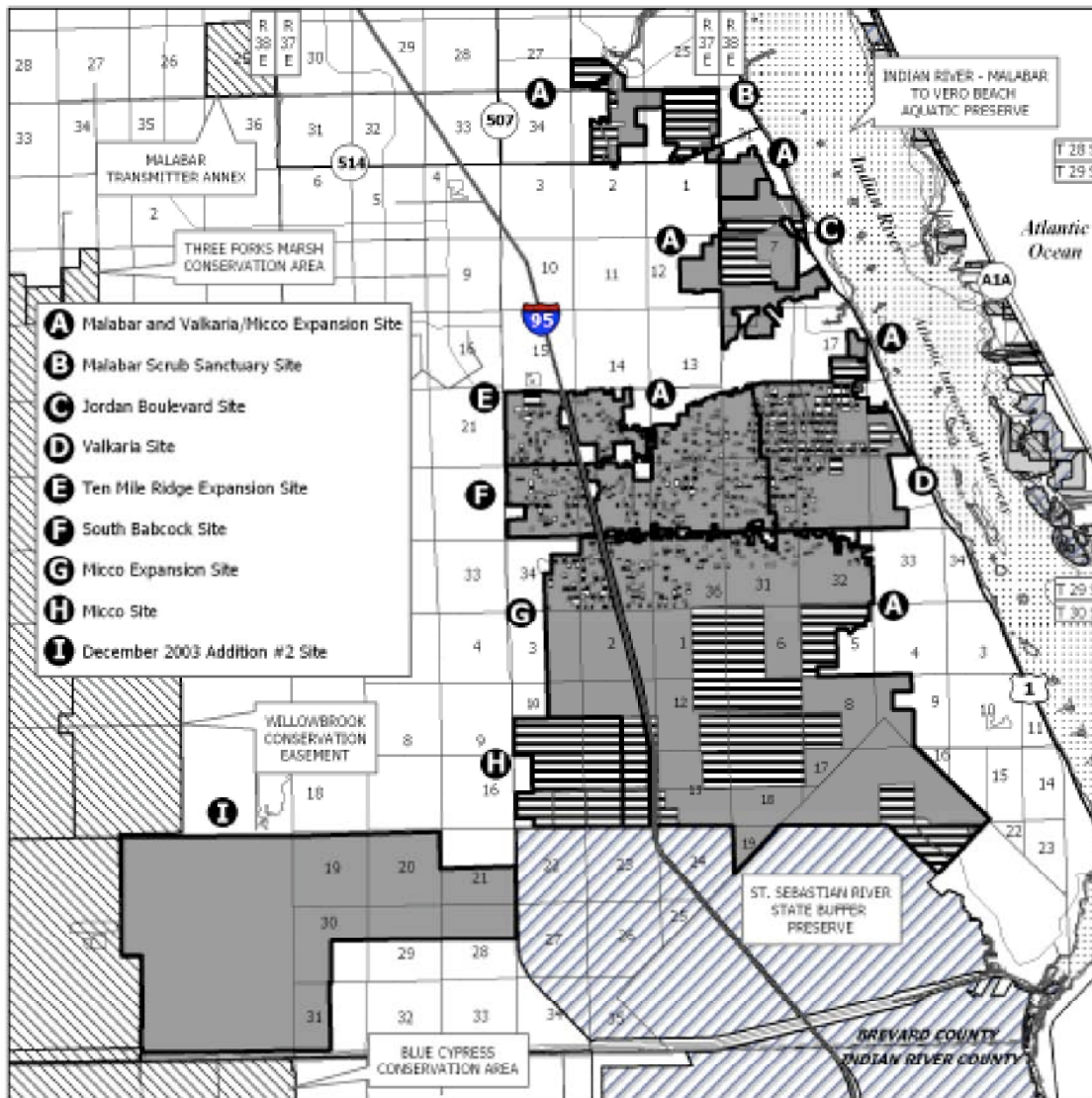
BREVARD COUNTY

-  Florida Forever BOT Project Boundary
-  Acquired
-  Essential Parcel(s) Remaining
-  Other Florida Forever BOT Projects
-  Other Conservation Lands
-  State Aquatic Preserve



DECEMBER 2003

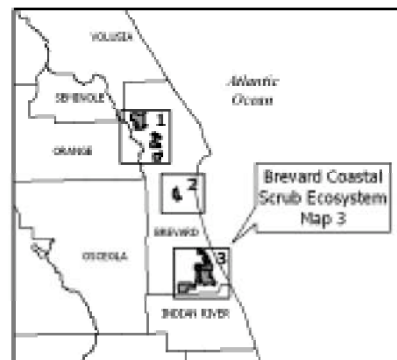
Brevard Coastal Scrub Ecosystem - Group A/Full Fee Small Holdings



BREVARD COASTAL SCRUB ECOSYSTEM: MAP 3 OF 3

BREVARD COUNTY

- Florida Forever BOT Project Boundary
- Acquired
- Essential Parcel(s) Remaining
- Other Florida Forever BOT Projects
- State Owned Lands
- Other Conservation Lands
- State Aquatic Preserve



DECEMBER 2003

Brevard Coastal Scrub Ecosystem - Group A/Full Fee Small Holdings

Revenue-generating potential No significant revenue sources are anticipated at this time. Mitigation agreements with USFWS have generated some funds for management within the Valkaria Core area. Implementation and funding of the Scrub Conservation and Development Plan provide a potential source of management funds for these sites. Timber might be sold on some sites where habitat restoration requires thinning.

Cooperators in management activities Brevard County will require support from the USFWS and other agencies (The Nature Conservancy, Division of Forestry, FWC, and others) to implement a quality management program for scrub communities.

The EEL Selection Committee will aggressively seek matching funds for site management, development of environmental education programs, and for necessary research and monitoring.

Management costs and sources of revenue An inter-agency partnership among the participating agencies provides opportunities for revenue sharing. The Brevard County EEL Program proposed to set aside \$2.6 million dollars from their excess ad valorem revenues to begin a management endowment for the EEL Program sanctuary network. The EEL Program will work to increase funds for management to be consistent with or exceed State management appropriations.

Management Cost Summary			
Category	1994/95	1995/96	1996/97
Source of Funds	County	County	County/Grant
Salary	\$0	\$3,500	\$8,750
OPS	\$0	\$0	\$35,000
Expense	\$500	\$1,000	\$0
OCO	\$0	\$0	\$60,000
FCO	\$0	\$125,700	\$120,000
TOTAL	\$500	\$130,200	\$213,750

Appendix G:
Malabar Scrub Sanctuary Fire Management Plan

Malabar Scrub Sanctuary Fire Management Plan

Copies of the forms necessary to conduct prescribed fires are located in the EEL Program Fire Management Manual.

Sanctuary-Specific Fire Management Goals

- 1) Restore fire frequencies typical of mesic flatwoods, scrubby flatwoods, scrub and sandhill ecosystems.
- 2) Maintain scrub ecosystems in optimal condition to provide for long-term stability of Florida scrub-jay populations on-site.
- 3) Maintain low levels of fuel loads in order to mitigate the effects and behavior of wildfires that either start on-site or off property.

Burn Unit Descriptions, Fire Regimes

Tract 2

Unit 1, 9 acres

Comprised of the northern most section of Tract 2 of MSS, Unit 1 is bordered by a creek and oak hammock to the west that could act as a natural firebreak. Briar Creek Boulevard to the south and east will have a fence and fire break installed along the road easement. To the north of this unit is Turkey Creek Sanctuary, which consists of the same habitat types as unit 1. Any prescribed fire will be coordinated with the City of Palm Bay and the management staff at Turkey Creek Sanctuary. This unit consists mostly of overgrown sandhill and scrub. Due to the lack of a natural fire regime, sand pine density has greatly increased over time. Application of fire is needed to reestablish the native communities. The hydric hammock that runs along the western boundary will carry some of the fire but the creek that runs through the hammock would act a natural firebreak. Once the sand pines are removed and the native habitats reestablished the unit should be burned on a one to three year cycle to maintain the sandhill community. If possible, the prescribed fire should be allowed to burn naturally into the hammock to establish a well defined ecotone between the two habitats.

Unit 2, 22 acres

Located just south of unit one within Tract 2 with Briar Creek Boulevard as its northern boundary. The creek mentioned in unit one continues south and acts as the boundary along the west and south sides of the unit. To the east are a few small parcels that are within the EEL proposed acquisition area. These parcels will be included in the burn plan for unit two under the Hawkins Bill until the time they may be acquired. The eastern boundary also borders the Cameron Preserve, which is managed by the Town of Malabar. Prescribed fires will be coordinated with the Town of Malabar Fire Department. The same concern with sand pines mentioned for unit 1 also exists in unit 2. The hurricane events of 2004 and 2005 have downed many sand pines increasing the difficulty of burning this unit without mechanically removing the sand pines. The hydric hammock is in similar condition to the hammock in unit one. Fire will play an important role in attempting to restore the sandhill community and scrub that occurs in this unit.

Unit 3, 19 acres

The same creek and hammock that are the southern eastern boundary for unit 2 act as the northern boundary for unit 3. The western boundary is several houses within the Brook Hollow subdivision. A firebreak has been installed along this boundary and was completed in 2006. The southern boundary is a 4-6 foot wide hiking trail that will allow off-highway vehicle, but not a truck. This unit is comprised of scrubby flatwoods and hydric hammock. The scrubby flatwoods are overgrown with sand pines and due to the close proximity of the houses this site will also require the removal of sand pines before a prescribed fire. Once the removal is completed the burn cycle for this unit will be 3-8 years depending on the habitat structure and overall health.

Unit 4, 46 acres

The eastern boundary of this unit is currently being developed as the Still Water Preserve subdivision. A firebreak will be installed along this boundary. To the north, part of the boundary is the trail described in the previous unit and the other part of this boundary is homes from Brook Hollow subdivision where a firebreak will be installed. The western boundary is a portion of Briar Creek Boulevard that is not paved but remains as a maintained dirt road. The southern boundary is planned to be a home site as part of the Still Water Preserve subdivision and a firebreak will be installed along this boundary. This unit includes mostly scrubby flatwoods with severely overgrown scrubby areas which if continues not to be burned will become a xeric hammock. With the reintroduction of fire, this unit has the potential of become suitable Florida scrub-jay habitat and will be burned on a rotation of 3-8 years depending on the surrounding units and suitable habitat for the scrub-jays.

Unit 5, 65 acres

This is the largest unit within Tract 2, and is bordered on the east by the dirt road portion of Briar Creek Boulevard. To the north of this unit, the boundary is shared with the Florida Audubon Society, efforts must be made to perform the prescribed fire with their assistance. The southern boundary is Malabar Road, a firebreak was installed as part of a fencing project in 2006. The western boundary has several characteristics; the southern portion of the western boundary has an undeveloped road easement that a firebreak will be installed along. The portion just to the north along the western boundary has a developed road with several houses on the west side of the road; a firebreak will be installed along this portion as well. The northern most section of the western boundary becomes a wetland and will not carry fire except during extreme drought. There is a large wetland system that runs nearly the length of the unit, due to hurricane debris it is believed that fire would carry from east to west in the current conditions. The rest of the unit is made up of mesic flatwoods with a slight transition from the scrubby flatwoods that exist east of the unit. This unit should burn on a 3-5 basis. Mechanical treatment of fuels may be used to facilitate prescribed burning in that area.

Unit 6, 8 acres

The dirt portion of Briar Creek Boulevard creates the west and north side of this property while Malabar Road is the southern boundary. A firebreak will be installed along the south and east border which is the Still Water Preserve subdivision. This unit is mostly comprised of scrubby flatwoods with a small disturbed area in the southern portion. A small creek bisects the unit north to south and should carry fire. This parcel should be burned in a 3-5 year rotation with possible longer intervals if needed.

Tract 1

Unit 7, 24 acres

Located at the northwestern corner of the Sanctuary, Unit 7 is bordered by a created firebreak to the west, a canal to the north and a hiking trail to the south. A paved road makes up the firebreak on the eastern boundary. The Town of Malabar's 100-acre Cameron Preserve lies to the west. A boundary fence is also found along the west and north sides of this Unit. The City of Palm Bay is to the north, with extensive residential development across the canal. Approximately half of Unit 7 is comprised of flatwoods, while the other half is mature scrub, with both ecosystems exhibiting very heavy fuel loading. Rosemary (*Ceratiola ericoides*) is also present; consequently any fire management should take into account methods that encourage the persistence of this scrub endemic species. A lake is present in the southern portion of the Unit.

Unit 8, 104 acres

To the north of this unit is the boundary canal and trail, a firebreak will be installed within the fence where there is not a wetland. The eastern boundary is the Marie Street road easement, a firebreak exists along most of this boundary and one will be installed to connect to the firebreak along the north boundary. The eastern boundary is the Malabar Woods Boulevard, which acts as a firebreak. The south border is a trail that has truck access for most of its length; there is a footbridge that is accessible only by off-highway vehicles. There is a variety of habitats within this unit but it mostly consists of mesic flatwoods, scrub and scrubby flatwoods. There is also a wetland that bisects the unit. Fire should be used to reduce the hardwoods in this wetland system. All the habitats are overgrown except for an area in the southeast corner that was mechanically treated. Some of the habitats in this unit have to be mechanically treated before this unit should be burned. Due to the variety of habitats in this unit, it is hard to set a regular burn rotation. A 3-8 year rotation is commonly used for these communities but will vary upon habitat needs.

Unit 9, 41 acres

A firebreak exists along the western portion of this unit; it does not abut the parcel boundary because of a small wetland along the boundary. Homes also are adjacent to this fire unit and will be considered during prescribed fires. A 6-8 foot wide dirt trail creates the north and south borders of this parcel, this trail establishes a good firebreak for this unit. To the east the paved road is the boundary. This unit consists of a transition from scrub to scrubby flatwoods with a large wetland in the center. This parcel has been

burned on a regular basis and has relatively low fuel loads compared to other units. This fire unit should be burned on a 3-8 year cycle depending on the surrounding fire units and suitable habitat for the Florida scrub-jay.

Unit 10, 57 acres

This unit has the paved road to the west that acts as a firebreak. The north, east and south boundaries are all nature trails. The width varies from 4-10 feet wide with 3 foot-bridges that would impede a type-6 engine. Off-highway vehicles would have to have a large presence during this burn to overcome some of the trail hurdles. There is a large basin marsh that makes up the center of this burn unit. To the west of the marsh is scrub and to the east are scrubby flatwoods. The mix of habitats should allow for a nice mosaic throughout the different habitats. The marsh should only be burned when water is present to prevent the possibility of the muck fire. A muck fire must be avoided due to the large residential areas surrounding the parcel and major roadways as well. This unit should be burned on a 3-8 year cycle to help promote biodiversity and habitat functions.

Unit 11, 25 acres

Fire unit 11 has a firebreak along the west and south borders, which also are the parcel's boundaries. To the west is undeveloped land and the south is the Town of Malabar's community park. The paved road that bisects the parcel is the eastern boundary for this unit. To the north a wide nature trail acts as a firebreak. This parcel is mostly disturbed with young pines covering most of the unit. A man-made lake runs almost the length of the unit. There is very little understory and ground cover is mostly grasses. This area can be burned on a 1-3 year basis until the time the understory becomes more defined and natural functions return to this disturbed area.

Unit 12, 97 acres

This fire unit has the paved road to the west. To the south, is a small trail leading into an established firebreak that continues further south to Malabar Road. The eastern boundary is created by out-parcels and Marie Street. Firebreaks exist on portions of this boundary but need to be installed in other areas. The north boundary is the trail with the boardwalk referred to in unit 10, and a portion that will act as a firebreak for this unit. There are several communities within this unit and the odd shape of it makes it difficult to burn. This unit has the complete transitions from scrub to mesic flatwoods with wetlands throughout. The natural burn regime for this unit will vary significantly. With the variety of habitats and lack of adequate firebreaks in some areas, a 3-8 year burn rotation is recommended for this unit. This would provide the opportunity to achieve better habitats and restore the ecotones lost through the lack of fire.

Unit 13, 29 acres

This unit has the paved road along the west boundary but a firebreak should be installed to protect the fence during prescribed fires. The north boundary is a trail that ranges from 3 to 10 feet wide. The smaller width areas of the trail can only be accessed by off-highway vehicles. The eastern boundary is an existing firebreak that one day may border homes and consideration will be made the area becomes developed. The south border is Malabar Road except for a small out-parcel. This unit is mostly scrubby flatwoods with a

disturbed wetland that cuts across the unit. The wetland is not wet the entire year and resembles wet flatwoods after heavy rain events. This unit should be burned on a 2-5 year basis to meet land management needs.

Actions

The first action taken should be the completion of a perimeter firebreak, with gate located in such way to allow fire vehicle access. Since there are jays nesting within the MSS, the fire cycle should be alternated among the Units, especially Units 7, 8, 9, 10, 11, 12, and 13. Dave Breininger should be involved in the fire planning process to insure that the scrub-jays are not adversely impacted by a particular fire management action.

Mechanical reduction of fuels is important to these areas' long-term health. There are several fire units that have not been burned in over 25 years. This creates a heavy fuel load and volatile fire conditions.

Fire History (Figure 11)

There have been six prescribed fires and two wildfires within the Malabar Scrub Sanctuary since 1998. The local fire department (Town of Malabar Volunteer Fire Department) is close by and wildfires in and around the MSS site have been quickly suppressed. The flatwoods ecosystem rapidly recovers from fire events and can support the spread of wildfires as early as two years post-fire. However, the intensity of these wildfires within previously burned areas is low.

Species of Special Concern

The Florida scrub-jay is present on-site, and their population numbers are being monitored. Gopher tortoises and the Eastern indigo snake have also been reported on this site, and as a result all fire management activities within the MSS will be based on the recommendations from the EEL Program Fire Manual, to enhance habitat for the long-term survival of these species on-site.

Archaeological, Cultural and Historic Resources

No historic resources have been recovered from the Malabar Scrub Sanctuary.

Fire Sensitive Areas

Fire sensitive areas within MSS are units 7, 8, 9, 10, 11, 12, and 13 with any potential scrub-jay nesting trees within Tract 1, and the large depression marshes in units 8, 10, and 12 which might pose a muck fire problem in drier weather.

Smoke Management Issues

Within Tract 1, City of Palm Bay to the north, Country Cove to the west, Malabar Road to the south, and residences along Marie Street to the east. Due to the close proximity of US1, all of the units should be burned with an easterly wind component, avoiding west winds. For several units close attention should be paid to the nighttime conditions during any burning planning cycle, for residual smoke directly adjacent to US1 will cause problems.

Tract 2 has similar problems with the Brook Hollow subdivision to the north as well as Port Malabar Road. To the south is Malabar Road and smoke must be kept off this heavily traveled road. The City of Palm Bay has a large residential area to the west of Tract 2 and consideration must be given to these residents.

Public Notification

Besides the general list in the EEL Fire Manual, these additional contacts need to be notified as part of the fire planning process:

Manager, Town of Malabar: (321) 723-3261, (321) 722-2234 fax

Town of Malabar Fire Department: (321) 723-2858

Malabar Post Office: (321) 724-1630, (321) 722-0059 fax

Palm Bay Hospital: (321) 434-8054

Country Cove Homeowners' Association

Brookhollow Homeowners' Association

Wildfire Policy

The first responders to a wildfire within the Malabar Scrub Sanctuary will most likely be the Town of Malabar Fire Department. They are instructed to contact the Florida Division of Forestry and the EEL Program when they are heading towards the wildfire. The EEL Program will assist with suppression efforts within any standard IC system, but only as much as the EEL equipment can safely allow.

Cooperation With Other Agencies

As with other EEL sites, Brevard County Fire/Rescue and the Florida Division of Forestry are involved in fire planning for the Malabar Scrub Sanctuary. Partners unique to this site's fire-planning process include:

Town of Malabar Fire Department

The Nature Conservancy Fire Strike Team

Fireline Maintenance

The firebreaks for the Malabar Scrub Sanctuary are displayed in Figure 10. All firebreaks should be inspected throughout the year, and maintained with the EEL Tractor and disc attachment twice per year, in the winter and spring. All firebreaks are accessible by 4WD vehicles.

Fire Effects Monitoring and Photopoint Location

Photopoints have been installed in the past as means to show short-term effects of fire. In conjunction with long-term monitoring, photopoints will be installed in each community to monitor long-term effects of fire and management practices.

Appendix H:
Florida Master Site File



FLORIDA DEPARTMENT OF STATE
 Glenda E. Hood
 Secretary of State
 DIVISION OF HISTORICAL RESOURCES

October 28, 2005

Vincent Michault
 Brevard County- EEL Program
 5560 North US Hwy. 1
 Melbourne, FL 32940
 Fax: 321.255.4499

Dear Mr. Michault:

In response to your inquiry on October 27, 2005, the Florida Master Site File lists three previously recorded archaeological site(s), and no standing structure(s) in the following parcels of Brevard County:

T28S, R37E, Sections 26,35,36

In interpreting the results of our search, please remember the following points:

- **Areas which have not been completely surveyed, such as yours, may contain unrecorded archaeological sites or historical structures.**
- **While many of our records relate to historically significant properties, the entry of an archaeological site or an historical structure on the Florida Master Site File does not necessarily mean that the structure is significant.**
- **Since vandalism is common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **As you may know, federal and state laws require formal environmental review for some projects. Record searches by the staff of the Florida Master Site File do not constitute such a review. If your project falls under these laws, you should contact the Compliance Review Section of the Bureau of Historic Preservation at 850-245-6333 or at this address.**

If you have any further questions concerning the Florida Master Site File, please contact us as below.

Sincerely,

Taylor Pontius,
 Historic Data Analyst, Florida Master Site File
 Division of Historical Resources
 R. A. Gray Building
 500 South Bronough Street
 Tallahassee, Florida 32399-0250

Phone 850-245-6440, Fax: 850-245-6439
 State SunCom: 205-6440
 Email: fmsfile@dos.state.fl.us
 Web: <http://www.dos.state.fl.us/dhr/msf/>

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
 (850) 245-6300 • FAX: 245-6435

Archaeological Research
 (850) 245-6444 • FAX: 245-6436

Historic Preservation
 (850) 245-6333 • FAX: 245-6437

Historical Museums
 (850) 245-6400 • FAX: 245-6433

Palm Beach Regional Office
 (561) 279-1475 • FAX: 279-1476

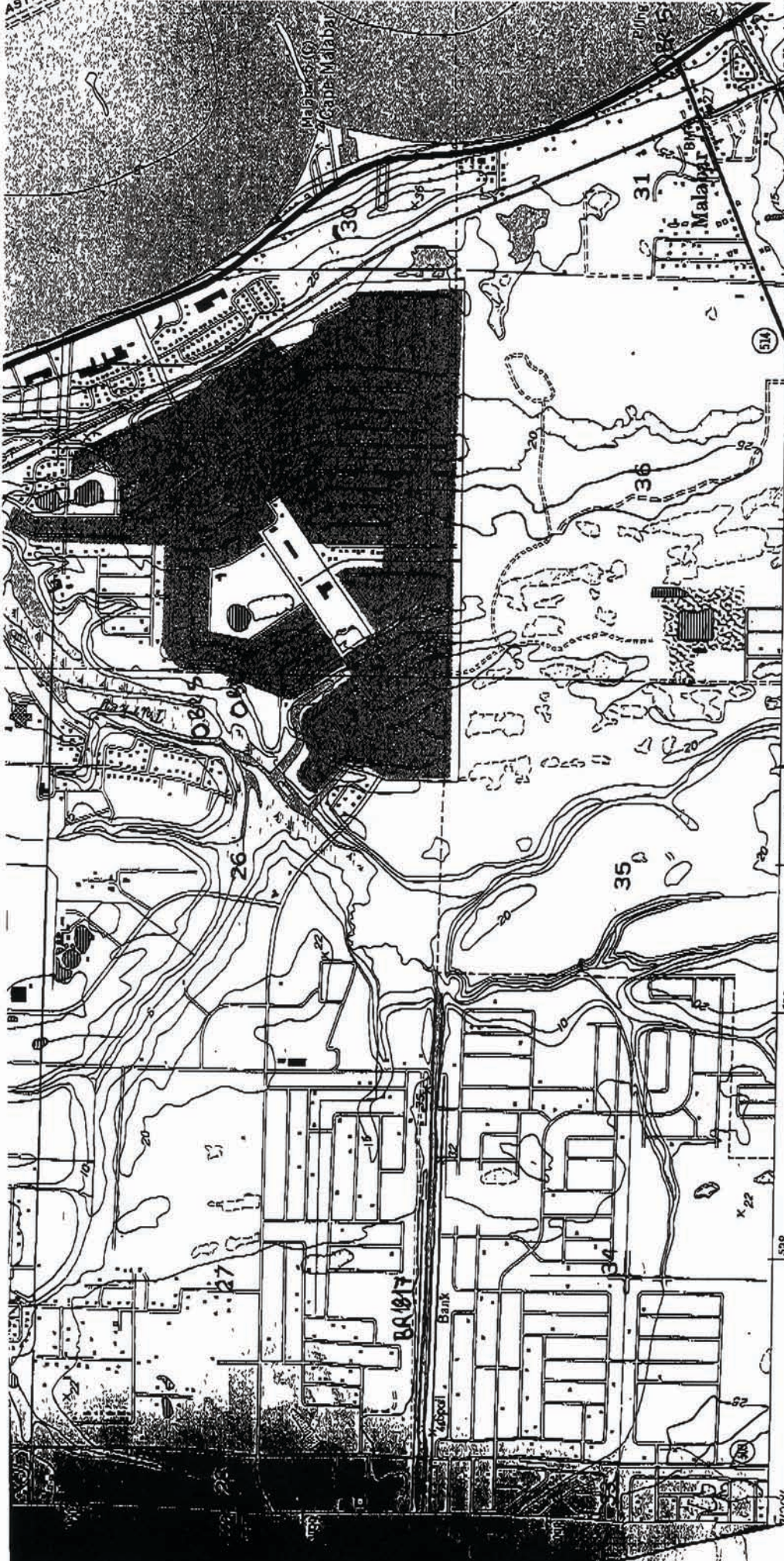
St. Augustine Regional Office
 (904) 825-5045 • FAX: 825-5044

Tampa Regional Office
 (813) 272-3843 • FAX: 272-2340

CULTURAL RESOURCES REPORT

SITEID	FORMNO	T-R-S	CR	SITENAME	NRLIST SURVEY	LOCATION	OTHER
BR00051	MELD	28S/37E/26	AR NN		Map: MELB		Culture: PREH Sitetype: MDSH
BR00052	194406	28S/37E/26	AR ROWE		Map: MELB		Culture: MAL2 Sitetype: MDSH, MIDD, SCCE
BR01817	200108	28S/36E/25	AR	MELBOURNE-TILLMAN CANAL	6794 Map: MELB		Culture: 20TK Sitetype: OTHR

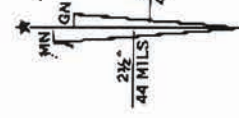
3 site(s) evaluated; 3 form(s) evaluated.
 Print date: 10/28/2005 8:57:51 AM



Map compiled by the U. S. Coast & Geodetic Survey
 and published by the Geological Survey
 by USC&GS(C), USED(E) and
 Geodetic Survey (F)

Map and drainage in part compiled from
 photographs taken 1947
 by plane-table methods 1948. Field check 1949
 by charts surveyed 1878 to 1939

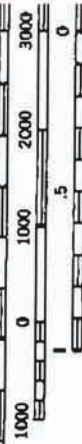
Projection
 not grid based on Florida coordinate system, east zone
 of Universal Transverse Mercator grid ticks,
 shown in blue. 1927 North American Datum
 the predicted North American Datum 1983
 projection lines 29 meters south and
 east as shown by dashed corner ticks
 and lines indicate approximate location



UTM GRID AND 1980 MAGNETIC NORTH
 DECLINATION AT CENTER OF SHEET

Revisions shown in purple compiled by the Geological Survey
 from aerial photographs taken 1977 and other source data
 This information not field checked. Map edited 1980
 Purple tint indicates extension of urban areas

SCALE 1:2



CONTOUR INTER-
 NATIONAL GEODETIC VERTI-
 CAL DATUM
 DEPTH CURVES AND SOUNDINGS IN FEET
 THE RELATIONSHIP BETWEEN THE
 SHORELINE SHOWN REPRESENTS THE APPROXIMATE
 AVERAGE RANGE OF TIDE IS APPROXIMATE
 NO PERIODIC TIDES IN

THIS MAP COMPLETES WITH NATIONAL
 GEOLOGICAL SURVEY
 FOR SALE BY U. S. GEOLOGICAL SURVEY
 OR RESTON, VIRGINIA
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND

Appendix I:
Division of Historical Resources Documentation Review



FLORIDA DEPARTMENT OF STATE
David E. Mann
Secretary of State
DIVISION OF HISTORICAL RESOURCES

Mr. Vincent Michault
Brevard County Parks and Recreation
Environmentally Endangered Lands Program
5560 North U.S. Highway 1
Melbourne, Florida 32940

December 15, 2005

RE: DHR Project File Number: 2005-11902
Received by DHR November 14, 2005
Environmentally Endangered Lands Program Land Management Plan
Malabar Scrub Sanctuary
Brevard County

Dear Mr. Michault:

In accordance with this agency's responsibilities under Sections 253.034(5) and 259.032(3)(h), *Florida Statutes*, we have reviewed the information in the Florida Master Site File to determine whether any historic properties are recorded in the referenced management area, and also to determine the potential for such resources, which are presently unrecorded to be located within it.

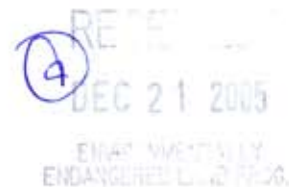
A review of the Florida Master Site File indicates that there are no recorded archaeological or historical sites within the project boundaries. It is the opinion of this agency that there is a medium to high probability of significant archaeological or historical sites being present. However, we note that there will not be any land clearing or ground disturbing activities within the property. Therefore, based on the information provided, it is the opinion of this office that no historic properties will be affected.

We have enclosed for your use a copy of Management Procedures for Archaeological and Historic Sites and Properties on State-Owned or Controlled Lands. This document should be referred to where appropriate in your land management plan, and attached to it.

If you have any questions concerning our comments, please contact Scott Edwards or Susan Harp at 850-245-6333 or 800-847-7278.

Sincerely,

Frederick P. Gaske, Director, and
State Historic Preservation Officer



Enclosure

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

<input type="checkbox"/> Director's Office (850) 245-6300 • FAX: 245-6436	<input type="checkbox"/> Archaeological Research (850) 245-6444 • FAX: 245-6436	<input checked="" type="checkbox"/> Historic Preservation (850) 245-6333 • FAX: 245-6437	<input type="checkbox"/> Historical Museums (850) 245-6400 • FAX: 245-6433
<input type="checkbox"/> Southeast Regional Office (954) 467-4990 • FAX: 467-4991	<input type="checkbox"/> Northeast Regional Office (904) 825-5045 • FAX: 825-5044	<input type="checkbox"/> Central Florida Regional Office (813) 272-3843 • FAX: 272-2340	



FLORIDA DEPARTMENT OF STATE
DIVISION OF HISTORICAL RESOURCES

MANAGEMENT PROCEDURES

FOR

ARCHAEOLOGICAL AND HISTORICAL SITES AND PROPERTIES
ON STATE - OWNED OR CONTROLLED LANDS

(revised August, 1995)

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
(850) 245-6300 • FAX: 245-6435

Archaeological Research
(850) 245-6444 • FAX: 245-6436

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(850) 245-6333 • FAX: 245-6437

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(904) 825-5045 • FAX: 825-5044

Tampa Regional Office
(813) 272-3843 • FAX: 272-2340

**MANAGEMENT PROCEDURES FOR
ARCHAEOLOGICAL AND HISTORICAL SITES AND PROPERTIES
ON STATE - OWNED OR CONTROLLED LANDS**
(revised August, 1995)

A. GENERAL DISCUSSION

Archaeological and historic sites are defined collectively in 267.021(3), F.S., as "historic properties" or "historic resources". They have several essential characteristics which must be recognized in a management program.

- First of all, they are a finite and non-renewable resource. Once destroyed, presently existing resources, including buildings, other structures, shipwreck remains, archaeological sites and other objects of antiquity, cannot be renewed or revived. Today, sites in the State of Florida are being destroyed by all kinds of land development, inappropriate land management practices, erosion, looting, and to a minor extent even by well-intentioned professional scientific research (e.g., archaeological excavation). Measures must be taken to ensure that some of these resources will be preserved for future study and appreciation.
- Secondly, sites are unique because individually they represent the tangible remains of events which occurred at a specific time and place.
- Thirdly, while sites uniquely reflect localized events, these events and the origin of particular sites are related to conditions and events in other times and places. Sites can be understood properly only in relation to their natural surroundings and the activities of inhabitants of other sites. Managers must be aware of this "systemic" character of historic and archaeological sites. Also, it should be recognized that archaeological sites are time capsules for more than cultural history; they preserve traces of past biotic communities, climate, and other elements of the environment that may be of interest to other scientific disciplines.
- Finally, the significance of sites, particularly archaeological ones, derives not only from the individual artifacts within them, but also equally from the spatial arrangement of those artifacts in both horizontal and vertical planes. When archaeologists excavate, they recover, not merely objects, but also a record of the positions of these objects in relation to one another and their containing matrix (e.g., soil strata). Much information is sacrificed if the so-called "context" of archaeological objects is destroyed or not recovered, and this is what archaeologists are most concerned about when a site is threatened with destruction or damage. The artifacts themselves can be recovered even after a site is heavily disturbed, but the context - the vertical and horizontal relationships - cannot. Historic structures also contain a wealth of cultural (socio-economic) data which can be lost if historically sensitive maintenance, restoration or rehabilitation procedures are not implemented, or if they are demolished or extensively altered without appropriate documentation. Lastly, it should not be forgotten that historic structures often have associated potentially significant historic archaeological features which must be considered in land management decisions.

B. STATUTORY AUTHORITY

Chapter 253, Florida Statutes ("State Lands") directs the preparation of "single-use" or "multiple-use" land management plans for all state-owned lands and state-owned sovereignty submerged lands. In this document, 253.034(5), F.S., specifically requires that "all management plans, whether for single-use or multiple-use properties, shall specifically describe how the managing agency plans to identify, locate, protect and preserve, or otherwise use fragile non-renewable resources, such as archaeological and historic sites, as well as other fragile resources..."

Chapter 267, Florida Statutes is the primary historic preservation authority of the state. The importance of protecting and interpreting archaeological and historic sites is recognized in 267.061(1)(a), F.S.:

The rich and unique heritage of historic properties in this state, representing more than 10,000 years of human presence, is an important legacy to be valued and conserved for present and future generations. The destruction of these nonrenewable historic resources will engender a significant loss to the state's quality of life, economy, and cultural environment. It is therefore declared to be state policy to:

1. Provide leadership in the preservation of the state's historic resources; [and]
2. Administer state-owned or state-controlled historic resources in a spirit of stewardship and trusteeship;...

Responsibilities of the Division of Historical Resources in the Department of State pursuant to 267.031, F.S., include the following:

1. Cooperate with federal and state agencies, local governments, and private organizations and individuals to direct and conduct a comprehensive statewide survey of historic resources and to maintain an inventory of such responses.
2. Develop a comprehensive statewide historic preservation plan.
3. Identify and nominate eligible properties to the *National Register of Historic Places* and otherwise administer applications for listing properties in the National Register of Historic Places.
4. Cooperate with federal and state agencies, local governments, and organizations and individuals to ensure that historic resources are taken into consideration at all levels of planning and development.
5. Advise and assist, as appropriate, federal and state agencies and local governments in carrying out their historic preservation responsibilities and programs.
6. Carry out on behalf of the state the programs of the National Historic Preservation Act of 1966, as amended, and to establish, maintain, and administer a state historic preservation program meeting the requirements of an approved program and fulfilling the responsibilities of state historic preservation programs as provided in subsection 101(b) of that act.
7. Take such other actions necessary or appropriate to locate, acquire, protect, preserve, operate, interpret, and promote the location, acquisition, protection, preservation, operation, and interpretation of historic resources to foster an appreciation of Florida history and culture. Prior to the acquisition, preservation, interpretation, or operation of a historic property by a state agency, the Division shall be provided a reasonable opportunity to review and comment on the proposed undertaking and shall determine that there exists historic authenticity and a feasible means of providing for the preservation, interpretation and operation of such property.
8. Establish professional standards for the preservation, exclusive of acquisition, of historic resources in state ownership or control.
9. Establish guidelines for state agency responsibilities under subsection (2).

Responsibilities of other state agencies of the executive branch, pursuant to 267.061(2), F.S., include:

1. Each state agency of the executive branch having direct or indirect jurisdiction over a proposed state or state-assisted undertaking shall, in accordance with state policy and prior to the approval of expenditure of any state funds on the undertaking, consider the effect of the undertaking on any historic property that is included in, or eligible for inclusion in, the *National Register of Historic Places*. Each such agency shall afford the division a reasonable opportunity to comment with regard to such an undertaking.
2. Each state agency of the executive branch shall initiate measures in consultation with the division to assure that where, as a result of state action or assistance carried out by such agency, a historic property is to be demolished or substantially altered in a way which adversely affects the character, form, integrity, or other qualities which contribute to [the] historical, architectural, or archaeological value of the property, timely steps are taken to determine that no feasible and prudent alternative to the proposed demolition or alteration exists, and, where no such alternative is determined to exist, to assure that timely steps are taken either to avoid or mitigate the adverse effects, or to undertake an appropriate archaeological salvage excavation or other recovery action to document the property as it existed prior to demolition or alteration.

It should be noted that while many archaeological and historical sites are already recorded within state-owned or controlled-lands, the majority of the uplands areas and nearly all of the inundated areas have not been surveyed to locate and assess the significance of such resources. The known sites are, thus, only an incomplete sample of the actual resources - i.e., the number, density, distribution, age, character and condition of archaeological and historic sites - on these tracts. Unfortunately, the lack of specific knowledge of the actual resources prevents formulation of any sort of detailed management or use plan involving decisions about the relative historic value of individual sites. For this reason, a generalized policy of conservation is recommended until the resources have been better addressed.

The generalized management policy recommended by the Division of Historical Resources includes the following:

1. State land managers shall coordinate all planned activities involving known archaeological or historic sites or potential site areas closely with the Division of Historical Resources in order to prevent any kind of disturbance to significant archaeological or historic sites that may exist on the tract. Under 267.061(1)(b), F.S., the Division of Historical Resources is vested with title to archaeological and historic resources abandoned on state lands and is responsible for administration and protection of such resources. The Division will cooperate with the land manager in the management of these resources. Furthermore, provisions of 267.061(2) and 267.13, F.S., combined with those in 267.061(3) and 253.034(4), F.S., require that other managing (or permitting) agencies coordinate their plans with the Division of Historical Resources at a sufficiently early stage to preclude inadvertent damage or destruction to known or potentially occurring, presently unknown archaeological and historic sites. The provisions pertaining to human burial sites must also be followed by state land managers when such remains are known or suspected to be present (see 872.02 and 872.05, F.S., and 1A-44, F.A.C.)
2. Since the actual resources are so poorly known, the potential impact of the managing agency's activities on historic archaeological sites may not be immediately apparent. Special field survey for such sites may be required to identify the potential endangerment as a result of particular management or permitting activities. The Division may perform surveys, as its resources permit, to aid the planning of other state agencies in their management activities, but outside archaeological consultants may have to be retained by the managing agency. This would be especially necessary in the cases of activities contemplating ground disturbance over large areas and unexpected occurrences. It should be noted, however, that in most instances Division staff's knowledge of known and expected site distribution is such that actual field surveys may not be necessary, and the project may be reviewed by submitting a project location map (preferably a 7.5 minute U.S.G.S. Quadrangle map or portion thereof) and project descriptive data, including detailed construction plans. To avoid delays, Division staff should be contacted to discuss specific project documentation review needs.
3. In the case of known significant sites, which may be affected by proposed project activities, the managing agency will generally be expected to alter proposed management or development plans, as necessary, or else make special provisions to minimize or mitigate damage to such sites.
4. If in the course of management activities, or as a result of development or the permitting of dredge activities (see 403.918(2)(6)a, F.S.), it is determined that valuable historic or archaeological sites will be damaged or destroyed, the Division reserves the right, pursuant to 267.061(1)(b), F.S., to require salvage measures to mitigate the destructive impact of such activities to such sites. Such salvage measures would be accomplished before the Division would grant permission for destruction of the affected site areas. The funding needed to implement salvage measures would be the responsibility of the managing agency planning the site destructive activity. Mitigation of historic structures at a minimum involves the preparation of measured drawings and documentary photographs. Mitigation of archaeological resources involves the excavation, analysis and reporting of the project findings and must be planned to occur sufficiently in advance to avoid project construction delays. If these services are to be contracted by the state agency, the selected consultant will need to obtain an Archaeological Research Permit from the Division of Historical Resources, Bureau of Archaeological Research (see 267.12, F.S. and Rules 1A-32 and 1A-46 F.A.C.).
5. For the near future, excavation of non-endangered (i.e., sites not being lost to erosion or development) archaeological sites is discouraged. There are many endangered sites in Florida (on both private and public lands) in need of excavation because of the threat of development or other factors. Those within state-owned or controlled lands should be left undisturbed for the present - with particular attention devoted to preventing site looting by "treasure hunters". On the

3. In consultation with the division [of Historical Resources], each state agency of the executive branch shall establish a program to locate, inventory, and evaluate all historic properties under the agency's ownership or control that appear to qualify for the National Register. Each such agency shall exercise caution to assure that any such historic property is not inadvertently transferred, sold, demolished, substantially altered, or allowed to deteriorate significantly.
4. Each state agency of the executive branch shall assume responsibility for the preservation of historic resources which are owned or controlled by such agency. Prior to acquiring, constructing, or leasing buildings for the purpose of carrying out agency responsibilities, the agency shall use, to the maximum extent feasible, historic properties available to the agency. Each agency shall undertake, consistent with preservation of such properties, the mission of the agency, and the professional standards established pursuant to paragraph (3)(k), any preservation actions necessary to carry out the intent of this paragraph.
5. Each state agency of the executive branch, in seeking to acquire additional space through new construction or lease, shall give preference to the acquisition or use of historic properties when such acquisition or use is determined to be feasible and prudent compared with available alternatives. The acquisition or use of historic properties is considered feasible and prudent if the cost of purchase or lease, the cost of rehabilitation, remodeling, or altering the building to meet compliance standards and the agency's needs, and the projected costs of maintaining the building and providing utilities and other services is less than or equal to the same costs for available alternatives. The agency shall request the division to assist in determining if the acquisition or use of a historic property is feasible and prudent. Within 60 days after making a determination that additional space is needed, the agency shall request the division to assist in identifying buildings within the appropriate geographic area that are historic properties suitable for acquisition or lease by the agency, whether or not such properties are in need of repair, alteration, or addition.
6. Consistent with the agency's mission and authority, all state agencies of the executive branch shall carry out agency programs and projects, including those under which any state assistance is provided, in a manner which is generally sensitive to the preservation of historic properties and shall give consideration to programs and projects which will further the purposes of this section.

Section 267.12 authorizes the Division to establish procedures for the granting of research permits for archaeological and historic site survey or excavation on state-owned or controlled lands, while Section 267.13 establishes penalties for the conduct of such work without first obtaining written permission from the Division of Historical Resources. The Rules of the Department of State, Division of Historical Resources, for research permits for archaeological sites of significance are contained in Chapter 1A-32, F.A.C.

Another Florida Statute affecting land management decisions is **Chapter 872**, F.S. Section 872.02, F.S., pertains to marked grave sites, regardless of age. Many state-owned properties contain old family and other cemeteries with tombstones, crypts, etc. Section 872.05, F.S., pertains to unmarked human burial sites, including prehistoric and historic Indian burial sites. Unauthorized disturbance of both marked and unmarked human burial sites is a felony.

C. MANAGEMENT POLICY

The choice of a management policy for archaeological and historic sites within state-owned or controlled lands obviously depends upon a detailed evaluation of the characteristics and conditions of the individual sites and groups of sites within those tracts. This includes an interpretation of the significance (or potential significance) of these sites, in terms of social and political factors, as well as environmental factors. Furthermore, for historic structures architectural significance must be considered, as well as any associated historic landscapes.

Sites on privately owned lands are especially vulnerable to destruction, since often times the economic incentives for preservation are low compared to other uses of the land areas involved. Hence, sites in public ownership have a magnified importance, since they are the ones with the best chance of survival over the long run. This is particularly true of sites which are state-owned or controlled, where the basis of management is to provide for land uses that are minimally destructive of resource values.

other hand, the archaeological and historic survey of these tracts is encouraged in order to build an inventory of the resources present, and to assess their scientific research potential and historic or architectural significance.

6. The cooperation of land managers in reporting sites to the Division that their field personnel may discover is encouraged. The Division will help inform field personnel from other resource managing agencies about the characteristics and appearance of sites. The Division has initiated a cultural resource management training program to help accomplish this. Upon request the Division will also provide to other agencies archaeological and historical summaries of the known and potentially occurring resources so that information may be incorporated into management plans and public awareness programs (See Management Implementation).
7. Any discovery of instances of looting or unauthorized destruction of sites must be reported to the agent for the Board of Trustees of the Internal Improvement Trust Fund and the Division so that appropriate action may be initiated. When human burial sites are involved, the provisions of 872.02 and 872.05, F. S. and Rule 1A-44, F.A.C., as applicable, must also be followed. Any state agent with law enforcement authority observing individuals or groups clearly and incontrovertibly vandalizing, looting or destroying archaeological or historic sites within state-owned or controlled lands without demonstrable permission from the Division will make arrests and detain those individuals or groups under the provisions of 267.13, 901.15, and 901.21, F.S., and related statutory authority pertaining to such illegal activities on state-owned or controlled lands. County Sheriffs' officers are urged to assist in efforts to stop and/or prevent site looting and destruction.

In addition to the above management policy for archaeological and historic sites on state-owned land, special attention shall be given to those properties listed in the *National Register of Historic Places* and other significant buildings. The Division recommends that the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Revised 1990) be followed for such sites.

The following general standards apply to all treatments undertaken on historically significant properties.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alterations of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired. (see *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* [Revised 1990]).

Division of Historical Resources staff are available for technical assistance for any of the above listed topics. It is encouraged that such assistance be sought as early as possible in the project planning.

D. MANAGEMENT IMPLEMENTATION

As noted earlier, 253.034(4), F.S., states that "all management plans, whether for single-use or multiple-use properties, shall specifically describe how the managing agency plans to identify, locate, protect and preserve, or otherwise use fragile non-renewable resources, such as archaeological and historic sites..." The following guidelines should help to fulfill that requirement.

1. All land managing agencies should contact the Division and send U.S.G.S. 7.5 minute quadrangle maps outlining the boundaries of their various properties.
2. The Division will in turn identify site locations on those maps and provide descriptions for known archaeological and historical sites to the managing agency.
3. Further, the Division may also identify on the maps areas of high archaeological and historic site location probability within the subject tract. These are only probability zones, and sites may be found outside of these areas. Therefore, actual ground inspections of project areas may still be necessary.
4. The Division will send archaeological field recording forms and historic structure field recording forms to representatives of the agency to facilitate the recording of information on such resources.
5. Land managers will update information on recorded sites and properties.
6. Land managers will supply the Division with new information as it becomes available on previously unrecorded sites that their staff locate. The following details the kind of information the Division wishes to obtain for any new sites or structures which the land managers may report:

A. Historic Sites

- (1) Type of structure (dwelling, church, factory, etc.).
- (2) Known or estimated age or construction date for each structure and addition.
- (3) Location of building (identify location on a map of the property, and building placement, i.e., detached, row, etc.).
- (4) General Characteristics: (include photographs if possible) overall shape of plan (rectangle, "L" "T" "H" "U", etc.); number of stories; number of vertical divisions of bays; construction materials (brick, frame, stone, etc.); wall finish (kind of bond, coursing, shingle, etc.); roof shape.
- (5) Specific features including location, number and appearance of:
 - (a) Important decorative elements;
 - (b) Interior features contributing to the character of the building;

- (c) Number, type, and location of outbuildings, as well as date(s) of construction;
- (d) Notation if property has been moved;
- (e) Notation of known alterations to building.

B. Archaeological Sites

- (1) Site location (written narrative and mapped location).
 - (2) Cultural affiliation and period.
 - (3) Site type (midden, burial mound, artifact scatter, building rubble, etc.)
 - (4) Threats to site (deterioration, vandalism, etc.).
 - (5) Site size (acreage, square meters, etc.).
 - (6) Artifacts observed on ground surface (pottery, bone, glass, etc.).
 - (7) Description of surrounding environment.
- 7. No land disturbing activities should be undertaken in areas of known archaeological or historic sites or areas of high site probability without prior review by the Division early in the project planning.
 - 8. Ground disturbing activities may proceed elsewhere but land managers should stop disturbance in the immediate vicinity of artifact finds and notify the Division if previously unknown archaeological or historic remains are uncovered. The provisions of Chapter 872, F.S., must be followed when human remains are encountered.
 - 9. Excavation and collection of archaeological and historic sites on state lands without a permit from the Division is a violation of state law and shall be reported to a law enforcement officer. The use of metal detectors to search for historic artifacts shall be prohibited on state lands except when authorized in a 1A-32, F.A.C., research permit from the Division.
 - 10. Interpretation and visitation which will increase public understanding and enjoyment of archaeological and historic sites without site destruction or vandalism is strongly encouraged.
 - 11. Development of interpretive programs including trails, signage, kiosks, and exhibits is encouraged and should be coordinated with the Division.
 - 12. Artifacts found or collected on state lands are by law the property of the Division. Land managers shall contact the Division whenever such material is found so that arrangements may be made for recording and conservation. This material, if taken to Tallahassee, can be returned for public display on a long term loan.

E. ADMINISTERING AGENCY

Questions relating to the treatment of archaeological and historic resources on state lands may be directed to:

Susan M. Harp

Historic Preservation Planner
Telephone (850) 245-6333
Suncom 205-6333
FAX (850) 245-6437

Compliance Review Section
Bureau of Historic Preservation
Division of Historical Resources
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Appendix J: Public Comments

	Meeting Minutes and Public Comments
	Letter from the Program Director
31-Jan-06	Stakeholders Meeting
9-Feb-06	Recreation & Education Advisory Committee
30-Jun-06	Selection and Management Committee/Advisory Group
30-Jun-06	Comment from the Advisory Group
17-Oct-06	Selection and Management Committee
23-Oct-06	Removed Board of County Commissioners Agenda
7-Mar-07	Comment by Selection and Management Committee
14-Mar-07	Recreation & Education Advisory Committee Meeting
6-Apr-07	Selection and Management Committee Meeting
24-Apr-07	Board of County Commissioners Meeting
25-Apr-07	Selection and Management Committee Meeting
10-May-07	Recreation & Education Advisory Committee Meeting
11-Oct-07	Acquisition Restoration Council
12-Oct-07	Acquisition Restoration Council
2- Nov-07	Selection and Management Committee Meeting
7-Nov-07	Post ARC Comments
8-Nov-07	Recreation & Education Advisory Committee Meeting
8-Nov-07	Board of County Commissioners Meeting
10-Feb-08	Recreation & Education Advisory Committee Site Visit
11-Mar-08	Selection and Management Committee Meeting
8-Apr-08	Selection and Management Committee Meeting
14-Aug-08	Recreation & Education Advisory Committee Meeting
19-Dec-08	Selection and Management Committee Meeting
24-Feb-09	Selection and Management Committee Meeting
24-Mar-09	Board of County Commissioners Meeting



PARKS AND RECREATION DEPARTMENT
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August 8, 2007

Keith G. Singleton
Land Acquisition and Management Planner
Department of Environmental Protection
Division of State Lands
Office of Environmental Services
3900 Commonwealth Boulevard, M.S. 140
Carr Building, Room 370T
Tallahassee, Florida 32399-3000

Dear Mr. Singleton,

Please find enclosed the management plan for the Malabar Scrub and Jordan Scrub Sanctuaries in Brevard County as required under the Florida Forever Brevard Coastal Scrub Ecosystem Project, Lease #4263.

The recent delays in these two plans were related to concerns raised by the local municipality (Town of Malabar) and recreation stakeholders. There has been a long-standing debate regarding the development of a paved bike path within the property boundary as part of the South Brevard Linear Trail. As you will see in the public meeting minutes attached to the Malabar Scrub plan, there was significant debate on both sides of the trail issue.

The primary debate centered on the fact that the South Brevard Linear Trail was historically aligned to connect to an established Town of Malabar trailhead near the southeast corner of the Malabar Scrub Sanctuary. The existing paved boulevard through the sanctuary property did not allow for a connection to the trailhead. Historically the linear trail was directed away from the paved boulevard by EEL staff, and as a result, the trail planners focused on a new alignment.

The EEL Selection and Management Committee advised staff to utilize the existing paved boulevard for the bike path. Unfortunately this was not an option due to the lack of right-of-ways at the end to connect to the Malabar Trailhead. As a result, staff advised the Board to consider placing the linear trail along the existing east boundary fire line, with the stipulation that it be constructed to accommodate fire equipment and maintenance vehicles so as not to restrict the EEL Program's ability to manage the sanctuary.

The approval of the trail only allows for hardening within the existing fire line width. Any water retention issues as design moves forward will have to be considered separately.

In an effort to mitigate for the addition of the trail, staff will be working towards the removal of at least one half of the existing paved boulevard as part of a future scrub restoration project. If mitigation is required as part of the development, this option could be considered.

You should expect to receive some citizen concerns regarding the addition of the paved trail along the sanctuary boundary as approved by the County Commission in the Malabar Scrub Management Plan. The essence of these concerns will likely be focused on the fact that the Scientific Committee's advice to not pave the fire line and use the

boulevard instead was not recommended by staff to the Board of County Commissioners. Unfortunately, staff and the Commissioners are faced with balancing all the issues.

Typically, the EEL Program does not support paved trail resources on the sanctuary properties unless they are determined necessary for the development of Management and Education Centers and universal access options at Category 1 EEL sites. Category 1 sites are designated for a higher level of public access and development of education centers.

The recommendations of staff to include the linear trail under the Malabar Scrub Management Plan should in no way be interpreted as an attempt to advocate for future paved trail resources on EEL managed properties.

Please let me know if you need further information.

Thank You

A handwritten signature in black ink, appearing to read "Mike Knight", with a long horizontal flourish extending to the right.

Mike Knight
Program Manager
Brevard County EEL Program.

ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
Malabar Scrub Sanctuary
Public Access Plan Review Public Meeting
January 31, 2006
Minutes

CALL TO ORDER:

Brad Manley, EEL Program Public Access Coordinator, called the meeting to order at 8:06 PM. He introduced Chris O'Hara, South Region Land Manager, and Laura Clark, Administrative Secretary. He thanked the Marine Resources Council for making the room available for a public meeting. Brad explained that the purpose of this meeting was for EEL staff to present the Draft Public Access Plan for the Malabar Scrub Sanctuary, so that the public could provide input to be considered by staff in developing the Plan.

PRESENTATION:

Chris O'Hara gave a 25-slide PowerPoint presentation describing the Malabar Scrub Sanctuary, the EEL Program's Mission, proposed restoration work, and the proposed Public Access Plan. The presentation included maps, photos and site plans.

PUBLIC COMMENT:

Dave White spoke of his support for dedicated trails and requested the addition of more dedicated bike trails. He indicated his feeling that horses and hikers could successfully use a trail together, and that hikers and mountain bikers could successfully use the same trail, but that horses and bikes on the same trail can be problematic.

Murray Hann gave a PowerPoint presentation and indicated several additional trails that he would like to see made available for mountain bikers and he urged the EEL Program to put restoration and preservation on equal footing with passive recreation. He expressed concern that the plan for the property in the southwestern portion of the Sanctuary did not include plans for any trails. He also asked that trails not be used as fire breaks.

Ben Elliott spoke of his support for the Program. He indicated his feeling that there was a lot of potential for additional trails and voiced his support for the creation of as many trails as possible. He indicated his feeling that horse trails and mountain bike trails were best kept separate. Mr. Elliott also indicated he had questions regarding the benefit of controlled burns.

Ginger Twigg expressed her feeling that different types trails should be created for passive, recreational off road bikers, and serious off road riders. She also indicated her preference that horse trails and mountain bike trails be kept separate.

Mike Gordon voiced his support for the addition of mountain bike trails and expressed his preference that the trails should be kept shaded and overgrown. He suggested research the Spruce Creek Trail System in Daytona Beach where he understands they have successfully placed a large number of multi-use trails in a small area.

Sue Hann requested clarification of: the process for closing trails; who makes the decisions to close trails; when the trails were closed before improvements or restoration efforts; what the different categories assigned to sanctuaries stood for; and why there were plans for so many trees to be cleared.

Ms. Hann also spoke of her concerns that: in her opinion trails on the eastern property were no longer suitable for mountain bikers due to the amount of sugar sand; the clearing of additional trees might leave some trails sandy and degraded; and regarding the quality of work done previously by contractors within the Sanctuary. She requested that future meeting dates be published so citizens could be involved in the decision making process.

Chris Howard spoke of his support for the opportunities that exist for families to use the trails together and indicated his biggest concern was related to multi-use trails. He suggested a possible east-west division of trails for different user groups.

Andrea Gimon said she made a trip from Indialantic every day as there were only two places left to ride in Brevard County. She thanked Brad and Chris for making themselves available and being responsive. She indicated she did not understand how removing trees and restoring sand and palm bushes supported the EEL Program's goal of conserving wildlife and asked for clarification. Ms. Gimon stated there appeared to be an imbalance between multi-use trails and mountain bike only trails and spoke of her support for the creation of additional non-horse trails where possible.

Paul Graves expressed his concern that the map which was presented might not indicate all of the trails that were in use, as well as his desire to see as many bike trails as possible protected.

Rob Jarrell stated he had been riding the trails for about 10 years and had been involved in creating many of them. He indicated his feeling that horse trails and mountain bike trails should be kept separate and expressed his feeling that some multi-use trails were no longer usable by mountain bikers. He said he did not understand the reasons behind the removal of trees, or controlled burns, and suggested posting notices on all sanctuary entrance points in anticipation of controlled burns.

Andrea Gimon spoke of her concerns regarding possible safety issues in multi-use trails.

Brad asked if anyone else wanted to provide public comment. No one requested to come to the microphone.

GENERAL DISCUSSION:

General discussion ensued regarding citizen's preferences for the proposed Public Access Plan including:

- It was the opinion of some of the group that horses do more damage to trails than mountain bikes.
- It was suggested that the EEL Program open the area that is planned for future restoration to mountain bike trails until the restoration begins.
- It was suggested that trails be rated to indicate appropriate use or level of expertise required.
- Benefits of mountain bike riding were discussed.
- Concerns were expressed regarding the 10 year review schedule for management plans.

- Clarification was provided that amendments to plans can be submitted if deemed appropriate by staff, the Recreational and Education Committee (REAC), and the Selection and Management Committee (SMC).
- Clarification was provided that some of the existing trails were not on the proposed trail map as EEL could not endorse a trail when the access point was on private property.
- Clarification was provided that efforts have been made to ensure that each trail is used by the appropriate user group, but that this is difficult to control.
- Clarification was provided that concrete was installed at Malabar East to provide additional access to the area for people with limited mobility, and families using strollers or roller blades.
- Clarification was provided regarding the Category Ratings used for each sanctuary.
- Clarification was provided that EEL staff provides draft recreation plans, including determination of trails that should be opened or closed, to the public, and REAC, before providing the Public Access Plan to the SMC for review as part of the Management Plan for the site. Temporary closings may be initiated by staff and Risk Management as deemed appropriate for safety reasons.
- Clarification was provided that there are no plans to use trails as fire breaks.
- Clarification was provided that the unauthorized clearing of trails on private or public property constitutes illegal activity.
- Clarification was provided that the Mission Statement of the EEL Program, which was approved by Brevard County voter's referendums during 1990 and 2004, is protection and preservation of biological diversity through responsible stewardship of the County's Natural Resources. There are plans for some of the areas in the South part of the County to be managed for Red Cockaded Woodpecker and Florida Scrub Jays. These species can not thrive in overgrown areas and require a more open landscape, which was previously provided by frequent natural fires caused by lightening. Fire suppression has caused some of these landscapes to change from their previous habitats into thick forests with heavy undergrowth. These changes have impacted the plants and animals that have historically lived in the areas. Restoration efforts, including controlled burns, are planned to restore some areas to their previous natural state in the hope that the plants and animals that used to thrive there will return.

The Malabar Scrub Sanctuary Draft Public Access plan will also be presented to the REAC on February 9, 2006.

ADJOURNED:

The meeting was adjourned at 8:10 PM.

**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
February 9, 2006
Attendance List**

RECREATION AND EDUCATION ADVISORY COMMITTEE MEMBERS

Bob Champaigne
Murray Hann
Karen Hill
Mark Nathan
Eve Owens
Beverly Pinyerd
Paul Saia
Steven Webster

SUB-COMMITTEE MEMBERS

Barbara Meyer, Brevard County, Bicycle/Pedestrian Trail Program Coordinator
Paul Schmalzer, Selection and Management Committee

EEL PROGRAM STAFF

Laura Clark
Brad Manley
Chris O'Hara

GUESTS

Susan Gosselin, Brevard County Natural Resources Management Office
Roland Verduyn, Brevard County EEL Program

**ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
February 9, 2006
Meeting Minutes**

CALL TO ORDER:

Murray Hann called the meeting to order at 6:03 PM.

PUBLIC COMMENT:

None

MINUTES:

The January 12, 2006 minutes were presented for approval.
Murray asked for comments to the January minutes.

MOTION ONE:

**Eve Owens moved to approve the January 12, 2006 minutes as presented.
Karen Hill seconded the motion.**

The motion carried unanimously.

OLD BUSINESS:

EEL Site Field Trip

It has been determined that the REAC Committee will visit EEL Program sites in the North and Central area on February 18, 2006. The trip will be publicized as a public meeting. Participants are encouraged to bring hats and wear comfortable shoes. Water and snacks will be provided.

The group will meet at the Enchanted Forest Sanctuary in Titusville at 9:00 AM where they will tour the Management and Education Center and hike a short trail. The group is also scheduled to visit the Dicerandra Scrub Sanctuary and the Sams House at the Pine Island Conservation Area.

NEW BUSINESS:

Malabar Scrub Sanctuary

Chris O'Hara, South Region Land Manager provided overview information on the Malabar Scrub Sanctuary. The Sanctuary is made up of two parcels, referred to as Malabar East and Malabar West. The eastern parcel acquired in 1993 - 1994 is considered to be a Category 1 site which includes the development of a Management and Education Center, and the greatest level of public access with an emphasis on ADA accessibility. The western parcel which was acquired in 2004 is a proposed Category 2 site which is designated for intermediate use. The two parcels total 570 acres.

Primary habitats include Scrub, Scrubby Flatwoods, Pine Flatwoods, and Sand Pine Scrub. There is a small Hammock at the northern part of Malabar East. Notable species include

indigo snake, gopher tortoise, Florida scrub jay, scrub lizard, sand hill crane, along with several rare and endangered plant species including Large-flowered false rosemary (*Conradina grandiflora*).

A public meeting was held on January 31, 2006. This gave the public an opportunity to receive information on the draft public access plan and provide input. The draft plan included the elimination of several trails, including one which runs through an area with 19 active gopher tortoise burrows. A core conservation area has been designated in the southern portion of Malabar West. Public comments have been reviewed and considered by staff. Some of these comments have been incorporated into the most recent draft of the public access plan, which Chris presented to the REAC. One significant change has been the designation of some trails as hiker/biker only when all trails were previously considered multi-use. The minutes for this meeting will be posted to the EEL Program Web page.

Eve provided information on the trail plans for the City of Palm Bay.

Malabar East Summary

- Provides almost 6 miles of multi-use trails
- 3/4 mile ADA accessible trail that bisects the property
- Closing small sections of trail, two of which are in the northwest corner of the site, and one is a redundant parallel trail on the western side of the site.
- Parking and boardwalks already in place
- One additional footbridge to be located on the southernmost trail on the site.
- Future Management and Education Facilities.

Malabar West Summary

- One additional multi-use trail
- Trail improvements including adding mulch to unstable areas and rerouting the trail through seasonally wet areas. May include some natural structures if it coincides with trail difficulty.
- 1.1 miles of trail for hikers/bikers only
- Possible ½ mile of additional hiker/biker only trail

Murray provided a PowerPoint presentation and asked the REAC Committee to consider his suggestions including:

- Leaving the “Jeep Trail South” inside a “Green Corridor” to allow for shade and natural mulching of the trail area.
- Creating a small amount of new trails, proposed on a non-interference basis with the restoration areas – placed primarily inside oak hammock areas, near the creeks.
- Increased public access to restoration area.
- This is one area, where public access should take equal footing with the Primary Mission of preservation and restoration.
- Provide additional single track, bicycle/hiker/runner trails.

Paul Schmalzer explained that dividing a large core conservation area into smaller sections is not feasible because of increased edge effects and management difficulties that would

result. He explained that historically, fire was common throughout this region and that the area had become a forest due to fire suppression. It is estimated that 70 – 80% of the scrub habitat in Brevard County has been developed and much of what is left is not in good condition as a result of fire suppression. Scrub Jays, gopher tortoises, indigo snakes and other critically endangered animals that live in scrub habitats require large, open areas. Tree removal and prescribed fire is required to restore the area to its' former state as a scrub landscape in the hopes that the endangered plants and animals that used to live there will return.

Andrea Gimon spoke of the need for additional bike trails in Brevard County and her willingness to assist with improvements and maintenance to the trails.

Bob Champaigne stated that the prime directive of the EEL Program is conservation of the natural resources.

Steven Webster spoke of his support for Murray's suggestions.

Karen Hill stated that public awareness of the natural resource was improved by access.

Brad Manley explained that although it was acknowledged that there is a lack of good mountain bike trails in Brevard County, that problem could not be solved on this one conservation site.

Eve Owens moved to support the proposed public access plan for the Malabar Scrub Sanctuary as presented by staff and to leave the trail known as the "Jeep Trail" in Malabar West open to public access until restoration begins.

Bob Champaigne seconded the motion

The motion passed.

NEXT MEETING:

The next meeting will be held March 9, 2006

ADJOURNED:

The meeting was adjourned at 8:20 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to approve the January 12, 2006 minutes.
- Motion to support the proposed public access plan for the Malabar Scrub Sanctuary as presented by staff and to leave the trail known as the "Jeep Trail" in the Malabar West section open to public access until restoration begins.

**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)**

**June 30, 2006
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Mark Bush
Ron Hight
Ross Hinkle
Paul Schmalzer

EEL PROGRAM STAFF

Sandy Carnival
Laura Clark
David Drake
Mike Knight
Katrina Morrell
Chris O' Hara
Brad Manley

THE NATURE CONSERVANCY

Danika Feodoroff
Keith Fountain

MALABAR AND JORDAN SCRUB SANCTUARIES MANAGEMENT PLANS ADVISORY GROUP

Anne Birch, The Nature Conservancy
Bob Day, St. Johns River Water Management District
Steve Rivet, Malabar Town Council

GUESTS

Susan Gosselin, Natural Resources Management Office
Liz Lackovich, District 1 Commission Office
Maureen Rupe, Citizen
Hank Saunders, Citizen
Amy Tidd, Citizen

*June 30, 2006
Approved August 1, 2006*

**ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
SELECTION AND MANAGEMENT COMMITTEE
June 30, 2006
Meeting Minutes**

CALL TO ORDER:

Ross Hinkle called the meeting to order at 1:04 PM.

PUBLIC COMMENT:

Amy Tidd, citizen, stated that the Thousand Islands property would be coming before the Board on July 11, 2006 and suggested people review the Agenda Package as a contract was being considered that was in excess of the appraised value of the property. She expressed concern regarding the possible impact that a sale in excess of appraised value might have on future acquisitions.

Mike Knight explained that the Agenda Report was being presented to the Board of County Commissioners (Board) in a neutral format without recommendation from staff and that the position of the Selection and Management Committee (SMC) was included in the Agenda Report. He stated that consideration of the Thousand Islands (Crawford) property began as a direction from the Board so it was required to bring the item back to them for direction as an agreement on price could not be reached through the existing EEL Program land acquisition process. The Conservation Fund has negotiated a contract based on possible development assumptions which is being presented to the Board for direction.

Maureen Rupe, Citizen expressed her concern that purchase of Thousand Island property in excess of appraised value could set a new precedent that could, in the future, negatively impact the Program.

MINUTES:

No minutes were presented for approval.

ADMINISTRATIVE REVIEW:

The Administrative Review was discussed.

SMC REPORTS

REAC UPDATE

Brad Manley and Paul Schmalzer provided an update on the Recreation and Education Advisory Committee. Brad informed the SMC that there had been some concern regarding the providing of feedback to REAC Committee members related to their comments on Draft Public Access Plans because the Management Plan Approval Process takes almost a year to complete. Paul stated that REAC Committee comments related to EEL Sanctuary Public Access plans had been incorporated in the Draft Management Plans to the extent possible. Brad explained that the status of each REAC motion since the Committee's first meeting in July of 2005 was reviewed with the Committee at the June meeting. The REAC Committee

will not be holding a meeting in July. Their next meeting, on August 11, 2006, will include discussion of the South Beaches Public Access Plans. Staff hopes to arrange a field trip to the South Beaches for the REAC members prior to the August meeting. Paul will not be able to attend the August REAC meeting. Staff will check with other SMC members to see if they might be able to attend.

STAFF REPORTS

Volunteers and Public Access – Brad Manley

Brad Manley gave a PowerPoint presentation on recent volunteer and other public events for the Program.

- ❖ North Region activities include Earth Day with 500 participants; volunteer efforts by the Enchanted Forest Deadheaders group, who work in the Butterfly Garden; Friends of the Enchanted Forest membership drive; plus exotic plant control efforts in the Dicerandra Scrub Sanctuary by an Outward Bound group.
- ❖ Central Region continues the archeological dig at the Sams house in the Pine Island Conservation Area.
- ❖ South Beach Region boardwalk, which is partially funded by a \$50,000 grant from the Coastal Management Program, is 95% complete as a result of large volunteer efforts by staff, local school groups, and various individuals.
- ❖ Annual Volunteer Banquet is scheduled for July 14, 2006.

Environmental Education – Katrina Morrell

Katrina Morrell, the EEL Program's new Environmental Education Coordinator, also gave a PowerPoint presentation on recent educational activities.

- ❖ North Region
 - School Groups and Summer Camps – 748 visitors.
 - Advanced Guide Training Night Hike – 31 participants.
 - 2 North Region staff have completed Project Wild Training.
 - Enchanted Forest featured on Ace Hardware Pond Tour – 150 visitors.
 - Wildlife Tracking Program for adults.
 - Sunday Funday, 3rd Sunday of every month, May butterflies – 50 attendees.
- ❖ Central Region
 - New Interpretive Panels at the Pine Island Conservation Area (PICA).
 - Marsh restoration sign for boaters at PICA.
 - Quest Elementary School Earth Day at PICA .
 - Barrier Island Center theme revised: From ocean to lagoon, all things are connected.
- ❖ South Region
 - Future plans include South Region interpretive plan and new trail signs for Malabar Scrub Sanctuary.
 - Staff presentation at a garden club meeting.
- ❖ South Beach Region
 - New trail information in all kiosks.

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- Newsletter reformatted.
- Coconut Point Brochure.
- ❖ General Education Notes
 - The EEL Program has signed a community partnership agreement for the grant funded InStep Program with Florida Institute of Technology.

Katrina also explained that she has recently been certified as an Interpretive Trainer through the National Association for Interpretation. This means Katrina can train staff and volunteers so that the EEL Program will have nationally certified guides leading hikes and educational programs. She is one of four people in Florida to achieve this certification.

THE NATURE CONSERVANCY:

Keith Fountain presented The Nature Conservancy's May 24, 2006 Report to the Selection and Management Committee.

OLD BUSINESS:

Draft Management Plan Reviews

Chris O' Hara provided an overview of the Management Plan approval process and explained that the draft management plans for the Malabar Scrub and Jordan Scrub Sanctuaries would be discussed at today's meeting. He introduced Steve Rivet from the Malabar Town Council, Bob Day from the St. Johns River Water Management District, and Anne Birch, from The Nature Conservancy, who were on the Malabar and Jordan Scrub Sanctuaries Management Plans Advisory Group.

Information on both plans has been provided to the appropriate municipalities, the Management Plan Advisory Group, local stakeholders, the Selection and Management Committee (SMC), and the general public. The Draft Management Plans are available on the EEL Web Site. Comments received will be documented, and incorporated into the draft plan when appropriate.

Malabar Scrub Sanctuary Draft Management Plan Review

Chris O' Hara provided information on the draft Management Plan for the Malabar Scrub Sanctuary. This is a Category I site proposed for a Management and Education Center.

❖ **Public Access Plans**

Tract 1 - East

- Provide almost 6 miles of multi-use trails.
- ¾ mile ADA trail.
- Closing small sections of trail to protect existing gopher tortoise burrows and provide greater emphasis of maintenance on remaining trails.
- Parking and boardwalks are in place.
- One additional footbridge.

Tract 2 - West

- One additional multi-use trail.
- Trail improvements.

- 1.1 miles of mountain bike and hiker only trail.
- Possible ½ mile of additional mountain bike and hiker only trail.

❖ **South Region Facilities (Management and Education Centers)**

- Tentative plans are for the Management and Education facilities to be two separate buildings. Consideration will be given to alternatives that cause the least possible impact to the natural resources.

❖ **Restoration**

Tract 1 - East

- Established sanctuary will require a small amount of restoration and routine maintenance.

Tract 2 – West

- 1943 aerial photograph shows the previously open landscape which has become overgrown due to fire suppression.
- Purchased recently, this area requires a large restoration effort to restore the habitat of a core conservation area that will be managed for Scrub-Jays and other scrub species.

Comments:

- ❖ SMC comments were forwarded to Chris prior to the meeting.
- ❖ Anne Birch also forwarded written comments prior to the meeting. She requested that they be distributed to the SMC and other Management Plan Advisory Group members.
- ❖ Steve Rivet stated he felt that the plans did not include specific information regarding plans for fencing or prescribed fire; on how to address concerns regarding illegal uses like hunting and ATV activity; and that they did not include timeframes for accomplishing work.
- ❖ Steve stated the fuel that has accumulated on the sites was a strong concern for residents bordering the sanctuary.
- ❖ Anne suggested that the Management Plans be used as a means for recording the acquisition history, the management history, and relationships with state and local municipalities at each site.
- ❖ Anne spoke of the importance of adequate parking.
- ❖ Bob Day suggested that EEL staff consider including comments and other specific information that had been requested as appendices to the Management Plan.
- ❖ Ron Hight asked if there were plans to provide equipment fueling at the sanctuary.

Chris explained that although specific information was not always included in the Management Plans, fencing plans were included with the firebreak information and that it was anticipated that the fencing for the Malabar West section would be going out to bid in a few weeks. A plan for prescribed fire is currently included in the appendices. Additional information will be included in the Plan' s appendices or as amendments.

Chris explained that the EEL Program was working closely with the Agriculture/Marine Officer at the Sheriff' s Office and with Fish and Wildlife Conservation Officers related to illegal activity at the sites. Steve said that the Town of Malabar would be willing to discuss funding in that area.

There are no plans to provide equipment fueling capabilities at the Malabar Scrub Sanctuary.

Chris explained that a restoration plan for the western portion was going to be written and that the public would be notified and given an opportunity to provide comment as the restored area will be quite different from the way the site looks now.

David Drake explained that EEL Program and Parks & Recreation staff were currently working on a land acquisition database that would track acquisition and management plan activity and he invited anyone with experience with this type of database to provide suggestions.

Jordan Scrub Sanctuary Draft Management Plan Review

Chris provided information on the Jordan Scrub Sanctuary Draft Management Plan. This is a Category II site with minimal capital development.

❖ **Public Access Plans**

- No facilities will be constructed at this site.
- Trail use.
- Small boardwalks, possibly an overlook tower or observation deck in the future.

❖ **Security**

- Staff continues work to end illegal use – ATV activity, illegal dumping.
- Fence installed in 2004 has required approximately \$5,000 in repairs.
- Sheriff' s Dept. and FWC law enforcement now getting involved.
- Habitat in some areas is recovering as a result of the decrease in illegal use, especially in the wetland areas.

❖ **Restoration**

- Some restoration complete.
- Additional restoration to reduce the overall height of the sand pine and the scrub will be partially funded through mitigation.
- This sanctuary will be managed for Scrub-Jays and other scrub species.

❖ **Parking**

- Parking needs and provisions are being clarified.
- Possible Memo Of Understanding with Town of Malabar.

Mike stated the next step would be for Chris to review all comments, incorporate those that were appropriate, and re-distribute the Draft Management Plan back to the Advisory Committee Members and the SMC with the hope of coming back to the SMC for approval or recommendation at their next meeting.

Ross recommended that staff document the comments and responses as part of the Management Plan, perhaps in the appendix. Mike confirmed that comments would be documented, whether they were incorporated into the Plan, or not.

Steve indicated he felt communication between the EEL Program and the Town of Malabar was improving but needed a great deal of work. He said that in his opinion, the biggest irritant they had was that Malabar was not consulted regarding possible EEL Program acquisitions, and that they did not have veto over the acquisition of large amounts of land. He suggested the EEL Program consider establishing a maximum amount of land to be

acquired within the Town boundaries and stop when acquisition reached that point. He suggested continuing communication efforts and stated that in the long term, the Program and the Town should be working together, and that he thinks they can.

Other Discussion

Ross explained that the order of the meeting agenda was being shifted slightly to allow for all items requiring a second majority vote to be presented first, due to time constraints.

Miami Corporation Site Visit Report Review

Mike explained that he, David and Paul had attended a Miami Corporation Site Visit which was coordinated by Miami Corporation on June 20, 2006. The group reviewed Paul's report of the trip. Mike explained that the Miami Corporation has requested that the SMC review maps and attempt to indicate a conceptual environmental corridor system that they could consider during their planning process. Mike stated that he realized that it could be difficult to come up with something quickly, but if the SMC could determine a general idea of the areas that it was most important to protect, it was anticipated that additional information regarding a potential environmental corridor would be requested from the SMC in the future.

The SMC discussed a variety of proposals and determined a corridor that they felt would be a good starting point for discussion. Their suggestion included the areas currently set aside by the Miami Corporation as a mitigation bank, plus an additional preservation zone running north to south along the old FEC right of way.

Sereno Pointe Property - Parcel ID # 22-35-05-00-262

This 383.93 ± acre parcel is located near Titusville. The SMC site visit was held on May 10, 2006. The SMC reviewed the Project Design Report (PRD) for the Sereno Pointe Property and discussed the property boundaries and habitat quality while reviewing the maps provided.

MOTION ONE

Paul moved to proceed with the second majority vote on the Sereno Pointe Property. Dave Breininger seconded the motion. The motion carried unanimously.

Ross provided clarification for the audience that many of these properties have been discussed extensively at previous meetings.

North Indian River Lagoon Project Expansion

Paul provided an overview of the information included in the June 15, 2006 SMC site visit to the North Indian River Lagoon Project Expansion properties. The SMC reviewed and discussed the reports. These properties are all along the lagoon, and help to extend the Chain of Lakes Project protected area. Habitats are mostly hydric and mesic hammock, with some Brazilian pepper in disturbed areas along the rail road tracks. Although the properties are not available for current matching funds from the State, it is anticipated that an amendment to the North Indian River Lagoon Project Boundary will be prepared to include these areas, along with several others.

MOTIONS TWO THROUGH NINE

Mark made a motion for a first majority vote on the Itily Property.

Paul seconded the motion.

The motion carried unanimously.

Mark made a motion for a first majority vote on the Medilands Property.

Paul seconded the motion.

The motion carried unanimously.

Mark made a motion for a first majority vote on the Gal Property.

Paul seconded the motion.

The motion carried unanimously.

Mark made a motion for a first majority vote on the Cherven Property.

Paul seconded the motion.

The motion carried unanimously.

Mark made a motion for a first majority vote on the Storey Property.

Paul seconded the motion.

The motion carried unanimously.

Mark made a motion for a first majority vote for a conservation easement on a portion of the Praxair Property.

Paul seconded the motion.

The motion carried unanimously.

Mark made a motion for a first majority vote on the Bohne/Coleman Property.

Paul seconded the motion.

The motion carried unanimously.

Mark made a motion for a first majority vote on the JJ Parrish Jr. Estate Property.

Paul seconded the motion.

The motion carried unanimously.

Boyd Property – Parcel ID#24-36-24-00-2

This 120 ± acre property is located on the east side of Sykes Creek, in Merritt Island. An SMC site visit was done on February 9, 2006. The SMC reviewed the Project Design Report and discussed the property's habitat and other areas in conservation that were adjacent to the property.

Clarification of some of the items on the Project Design report was requested and provided:

- ❖ Assessed value – taken from Property Appraiser's Web Site.
- ❖ Perceived Value – environmental perceived value.

Suggestions were provided for the report's format:

- ❖ Input regarding the perceived value would be beneficial.
- ❖ Asking price for the property.
- ❖ Identification of funding sources and clarification of project area and project phase.
- ❖ Has partnership funding amount been confirmed.
- ❖ Removal of the TNC name from the funding part of the report that shows partnership funding.

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- ❖ Clarification whether a property being considered for acquisition already has a conservation easement in place.

MOTION TEN

Paul made a motion, with the above clarifications, to move forward with a second majority vote on the Boyd Property.

Ron Hight seconded the motion.

The motion carried unanimously.

The group discussed the boundaries of the Blueways Indian River Lagoon Project, Phase 1 and possible Phase 2, and GIS issues associated with representing the map information correctly.

DiChristopher Property Parcel ID# 24-36-24-00-1

This 148.06 ± acre property is adjacent to the Boyd property on the east side of Sykes Creek in Merritt Island. An SMC site visit was done on February 9, 2006. The SMC reviewed the Project Design Report and discussed the property' s habitat. Purchase of the Boyd and DiChristopher properties will fill a gap in a conservation area that exists adjacent to Parks and Recreation' s Ulumay Sanctuary.

MOTION ELEVEN

Paul moved for a second majority vote on the DiChristopher property.

Mark Bush seconded the motion.

The motion carried unanimously.

Vistar Property Parcel ID# 29-38-10-00-250, 29-38-10-25C, 29-38-10-25D, 29-38-10-25E

This 78.50 ± acre property is located on the Indian River Lagoon near the EEL Program' s Hog Point Sanctuary. An SMC site visit was done on August 25, 2005. Part of the existing impoundment is on County property. The group reviewed the Project Design Report for the Vistar property.

Clarification was provided that the current motion only covered the Vistar Property and that consideration of the nearby Fleis and Eason properties were contingent on acquisition of the Vistar parcel. The Vistar property is within the Florida Forever Blueways Project Boundaries so it may be possible that the State could partner in this acquisition.

Ross asked if access was a concern. Keith confirmed that there was access through the neighborhood to the north.

MOTION THIRTEEN

Mark moved for a second majority vote on the Vistar property.

Dave seconded the motion.

The motion carried unanimously.

Johnson Property Parcel ID# 29-36-36-00-255, 29-36-36-00-504

This 100.10± acre property is located on the north side of Hall Road, on Merritt Island. An SMC site visit was done on February 9, 2006. The property is near, but not adjacent to existing conservation lands in the area. The SMC reviewed the Project Design Report for the Johnson property.

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Ron asked if any of the other property owners in the area had been contacted to determine if they were willing sellers. Keith stated some of the other property owners in the area had expressed a possible interest in using their lands for mitigation.

MOTION

Paul moved for a second majority vote on the Johnson property.

Ron seconded the motion.

The motion carried unanimously.

Viera Blvd. Commerce Park Property

Parcel ID# 25-36-35-TG-1, 26-36-02-TG-2, 26-36-01-TG-3

The Viera Blvd. Commerce Park Property is within the original Brevard Coastal Ecosystem Project boundary, and is located on Silicon Avenue in Viera, south of Viera Blvd. and east of US 1. Staff requested input from the SMC to determine if the area should still be considered for acquisition due to the amount of development that has occurred in the immediate area. An SMC site visit was done on June 8, 2006. The site visit report was reviewed.

The following comments were noted:

- ❖ It is anticipated that the cost for this property would be very high.
- ❖ Although, the property is one of the last pieces of available scrub within the original Brevard Coastal Scrub Ecosystem project boundaries, there is no confirmation that the State would be a willing funding partner.
- ❖ The property is primarily sand pine scrub and scrubby flatwoods.
- ❖ Concern was expressed because of the clearing that has taken place on the site.
- ❖ The property is located in a proposed industrial park.
- ❖ A portion of the property which was being considered for acquisition has been sold, so the amount of property that is available for purchase has been reduced from what was originally discussed. The original area was approximately 75 acres. It is anticipated that approximately 50 acres may remain available for purchase.
- ❖ Concerns were expressed regarding the amount of development in the area.
- ❖ There are potential plans to build three 5 story office buildings nearby.
- ❖ Conservation areas, near, but not adjacent to this property include:
 - Viera DRI Conservation - 500 acres
 - EEL Program' s Cruickshank Sanctuary – 140 acres
 - Capron Ridge Mitigation Donation – 21 acres
- ❖ A possible mitigation donation that would provide a connection to an existing conservation area for this site was previously being considered for donation to the EEL Program, but that donation may not come to fruition.
- ❖ It is possible that there may be an eagle' s nest, along with evidence of gopher tortoises on the property.
- ❖ There are no Scrub-Jays on the site, but it could be restored to appropriate Jay habitat with the proper management.
- ❖ Any additional conservation of scrub landscape in this area could have a positive impact on the conservation of the region.
- ❖ It would be very difficult to confirm that the property would be a viable conservation landscape without a connection to another conservation area.
- ❖ There has been no report of rare or unusual scrub plants on this property.

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MOTION FOURTEEN

Paul moved for a second majority vote on the Viera Commerce Park Blvd. property. Dave seconded the motion.

Additional Discussion

Members of the SMC expressed concern regarding the potentially high cost of the property related to a cost/benefit ratio. Mike explained that staff reviews all potential contracts during the negotiation process and staff may come back to the SMC for advice, but that at times, staff will be making some decisions regarding which properties the EEL Program should purchase. A second majority vote authorizes negotiation of a contract, but the contract may not always be executed.

Ross called for a vote.

Four SMC members voted yes, one member voted no.

This motion did not pass, as a second majority vote requires a supermajority (5 of 7) vote from the Committee.

Betrock Property (fka Markogiannakis) Parcel ID# 29-38-10-00-501

The Betrock property, formerly known as the Markogiannakis property has been previously considered by the SMC, but has not been able to be acquired to date. This 6.5± acre property is located on the Indian River Lagoon in south Melbourne Beach.

The property, which is directly adjacent to the EEL Program' s Hog Point Sanctuary, contains a potential Indian Burial Mound. Approximately one third of the property has been cleared. Mike explained that the new owner' s recently contacted the EEL Program to determine if the Program was still interested in acquisition. It is anticipated that the cost of this property will be quite high.

MOTION FIFTEEN

Paul moved to table the second majority vote on the Betrock property until after the SMC completed a new site visit.

Ron seconded the motion.

The motion carried unanimously.

Other Discussion

Dave distributed a Brevard Nature Alliance Report on Scrub-Jays for the SMC members to review. Additional information on this topic will be provided in the future.

NEW BUSINESS:

Spangler Property

Mike reported that the EEL Program has been approached by the owners of approximately 37 acres of property in Titusville which is located south of Garden Street between Carpenter Road and I-95. A map of the property was reviewed. The property is reported to be mostly wetlands and it appears that the area would need to be filled to be developed. The small size of the parcel, isolation from other conservation lands and fragmentation by I-95 from the Sereno Point property limits the conservation value of the property.

MOTION SIXTEEN

Mark made a motion to decline the Spangler property from further consideration.

Paul seconded the motion.

The motion carried unanimously.

Vistar Realty #2

Mike reported that the owner of the Vistar property which was recently reviewed by the SMC has requested that the SMC also consider three additional parcels totaling approximately 11 acres located adjacent to the Hatcher property. The SMC reviewed a map of the parcels. It was determined that a site visit should be scheduled for the Committee.

Other Discussion

A tentative site visit date of Friday, July 7, 2006 at 9:00 AM was set for Betrock, Hatcher, and Vistar 2 and a tentative date of Wednesday, July 19, 2006 was set for the Honey Hole Ranch. Staff will check with SMC members who were not at the meeting to determine if these dates are convenient for those who would like to attend.

NEXT MEETING:

The next meeting will be held on August 1, 2006. Location to be determined.

ADJOURNED:

The meeting was adjourned at 4:10 PM.

SUMMARY OF MEETING MOTIONS:

- Motion for a second majority vote on the Sereno Pointe property
- Motion for a first majority vote on the Itily property
- Motion for a first majority vote on the Medilands property
- Motion for a first majority vote on the Gal property
- Motion for a first majority vote on the Cherven property
- Motion for a first majority vote on the Storey Property
- Motion for a conservation easement on a portion of the Praxair property
- Motion for a first majority vote on the Bohne/Coleman property
- Motion for a first majority vote on the J.J. Parrish, Jr. Estate property
- Motion for a second majority vote on the Boyd property
- Motion for a second majority vote on the DiChristopher property
- Motion for a second majority vote on the Vistar property
- Motion for a second majority vote on the Johnson property
- Declined motion to for a second majority vote on the Viera Blvd. Commerce Park property
- Motion for a second majority vote on the Betrock property was tabled until after the site visit
- Motion to decline from further consideration, acquisition of the Spangler property

June 30, 2006

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Approved August 1, 2006

Malabar Scrub Sanctuary Public Advisory Committee Members

Member

Affiliation

Chris O'Hara

Brevard County EEL Program

Anne Birch

The Nature Conservancy

Steve Rivet

Town of Malabar

Robert Day

St Johns River Water Management District

Al Pennell

Melbourne Tillman Water Control District

Murray Hann

Local Resident

Comment from Bob Day Advisory Board Member (via e-mail)

Chris:

The following are a few comments on the above referenced management plans. On the whole, these plans are well done and should serve as a good tool to guide future management of these properties. As both plans follow the same template, these comments apply to both plans.

As I mentioned last Friday, I would suggest providing references for items such as the soils descriptions, references to FEMA maps, and discussions of the ecosystems and vegetative communities present on the properties.

The colors on the lines on the elevation map are very similar, making it difficult to distinguish between them (a picky comment).

While Dave Breininger is certainly the pre-eminent authority in this area on scrub and scrub jays listing him as your sole authority for questions about management may be problematic in the future (What happens if Dave is not available?) Perhaps the solution is to add language to these sentences such as " or other persons with similar expertise in management of scrub communities and scrub jays."

To get at the comment about the lack of specificity in the overall management plans perhaps language could be added (my suggestion would be add something in the introduction to Section VI Management Action Plans). Perhaps the language could be something like this: "Presently many of the action plans are general in nature. More specific plans will be provided as individual strategies and actions are developed to meet the Sanctuary goals. As these individual plans are developed and approved, they will be added as an appendix to this plan" As an example, you could point out that the fire management plan is only generally discussed in the text of the management plan but a much more specific plan is found in the appendix. Adaptive management is another reason to have only general guidance in the overall management plan with specifics in individual plans which can be changed as needed.

thanks for the opportunity to review these plans. Please contact me at your convenience should you have questions.

***** □ **Robert Day** □ **Indian River Lagoon Program** □ **St Johns River Water Management District** □ **525 Community College Parkway SE** □ **Palm Bay, Florida 32909**

E-mail: rday@sjrwmd.com □ **Telephone: 321/984-4950** □ **FAX: 321/984-4937** □ **Toll-Free (Fl) 800/226-3747**
□ **Mobile: 321/863-0011** □ **Web Site: <http://www.sjrwmd.com>** □ *****

Advisory Group Member

Sent Via Email followed by hand delivery of Hard Copy with all handwritten comments on 6/30/06

TO: Chris O' Hara, EEL Program South Region Land Manager

FROM: Anne Birch, Indian River Lagoon Program Director
The Nature Conservancy

COPY: Mike Knight, EEL Program Manager

DATE: June 30, 2006

RE: Management Plan Reviews for the Malabar Scrub and Jordan Scrub Sanctuaries

Thank you very much for the opportunity to review the above referenced plans. Overall, the plans are comprehensive and well written. I have made several recommendations for modifications to each plan, presented in handwritten comments. Attached are my comments for the Jordan Scrub plan - my comments on the Malabar Scrub plan were provided on 6/27/06. Some of the comments are made in order to clarify facts while others are suggested in order to clarify/expand on a particular concept. The following is a summary of the major recommendations:

1. Recording the history and current conditions of a site is essential to making sound management decisions. Since there is typically no other document that provides a comprehensive summary of the knowledge of a site, management plans should serve this capacity and, therefore, be as inclusive as possible regarding the EEL Program's knowledge of the site, past ownership(s), past/present and future activities and relationships (both legal and otherwise) with municipality(s). This will help the public and subsequent land managers understand the site and present/past management decisions and ensure that the institutional knowledge is not lost with the departure of staff.
2. Provide date and location of acquisition files that contain the boundary survey and other related information. The acquisition information is a valuable tool to reference when determining management activities such as fencing etc.
3. Consider adding an appendix that lists all BoCC actions related to each site and update as future actions occur, again, to provide a comprehensive history of actions that will assist in land management decision making. One example is:
 - Agreement with the City of Palm Bay for development the trail along the north boundary of the Malabar Scrub Sanctuary to connect with Turkey Creek Sanctuary
4. Describe more fully the relationship between the State of Florida and the EEL Program regarding the acquisition and management of each sanctuary. Currently there is only a brief mention regarding the State's reimbursement of acquisition funds. For example, include information regarding the acquisition goals for the sites as a part of the Brevard Coastal Scrub Ecosystem Preservation 2000/Florida Forever project, state as the title holder, the lease agreement between the County and State for each site, process for approval of the management plan at the state level, etc.
5. Include a map showing and the location and relationship of each site within the context of the entire South Region. Indicate both proposed and acquired (identify all entities) conservation lands.
6. Include a map and short paragraph detailing the Optimal Management Boundary for each site. Suggest placing it under the section "Factors Influencing Management".
7. Provide more details on the maps to include identifying features such as roads that are named in the text
8. Ensure that the concept and location of Core Conservation Areas for each site are well defined as to definition of core conservation area per Sanctuary Management Manual, reason for depicting the location(s) and depiction of location(s) on a figure
9. Confirm that each figure and appendix are referenced in the text and that the figure immediately follows the page where it is first referenced.

10. Confirm that current zoning and land use are identified in each plan to include the processes that need to take place, if any, to change zoning to comply with county or municipal ordinances.
11. Omit subjective terms such as "drastic" that cannot be qualified.
12. Reference the floristic survey that was conducted for the Malabar Scrub Sanctuary by Nancy Coile of the Division of Plant Industry, provide the list of plants collected and the location where the specimens are housed.
13. Provide references of all biological surveys that have been conducted to include who conducted them and the date(s). This is the type of information that becomes lost if not recorded.
14. Exclude the subtitles "(Balkany) Lease Agreement #4263" and "Management Lease #4263" from the cover pages of the Jordan Scrub and Malabar Scrub Sanctuary plans, respectively. Add an inside cover page that recognizes the state and county partnership with a management plan compliance statement including lease information.
15. Ensure that the final date of adoption of the plan is located on the cover or inside cover of the plan.

I will attend the June 30th Selection & Management Committee to be available to answer any questions you may have regarding these comments. Again, thank you very much for the opportunity to be involved in this important process!



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)
October 17, 2006
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Ron Hight
Ross Hinkle
Randy Parkinson
Paul Schmalzer
Kim Zarillo

EEL PROGRAM STAFF

Jenny Ashbury
Sandy Carnival
Laura Clark
David Drake
Judy Gregoire
Mike Knight
Brad Manley
Ray Mojica
Katrina Morrell
Chris O'Hara

THE NATURE CONSERVANCY

Danika Feodoroff
Anne Birch

GUESTS

Susan Gosselin, Brevard County Natural Resources Management Office
William Riley, Citizen
Chris Riley, Citizen
Sean Lambert, Citizen

*October 17, 2006
Approved November 30, 2006*



ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM SELECTION & MANAGEMENT COMMITTEE (SMC)

October 17, 2006
Meeting Minutes

CALL TO ORDER:

Ross Hinkle called the meeting to order at 1:02 PM.

PUBLIC COMMENT:

William Riley, spoke of his concerns regarding his inability to access his property through the Grant Flatwoods Sanctuary. The property was purchased under the EEL Program and subsequently transferred to the State for reimbursement. The Brevard County EEL Program is the managing entity under State Lease #4263. Currently, no legal access exists through the property and staff is working closely with Mr. Riley to address his concerns and ensure that he is in contact with the County Attorney's office, and the Division of State Lands.

MINUTES:

The September 26, 2006 minutes were presented for approval.

Mike Knight provided clarification regarding a few revisions that were made to the land acquisition priority maps that were originally distributed with the draft minutes including:

- ❖ Northern Map
 - Addition of Darryl White, John White, Taylor, Esposito, and Jeffreys properties to the northern border of Buck Lake Sanctuary.
 - Addition of eight properties as the southern expansion to the Northern Indian River Lagoon/Blueways Project.
 - Color changes on properties now removed from consideration for acquisition.
- ❖ Central Map
 - Addition of Boyd and DiChristopher properties in the Merritt Island Sykes Creek area.
 - Addition of Johnson property off Hall Road near Kaboord Sanctuary.
- ❖ Southern Map Beachside Map
 - Addition of Vistar/Hog Point, Betrock, and Hatcher properties.
 - Color changes on properties now removed from consideration for acquisition.

Paul Schmalzer noted the following:

- ❖ Mike's explanation of the changes to the maps had addressed his questions.
- ❖ Minutes
 - Page 2, REAC update: "stakeholder" is usually written as one word.
 - Page 7, North Buck Lake Additions: Include clarification that the depression marsh is adjacent to two of the properties owned by John White.

October 17, 2006

Page 1 of 9

Approved November 30, 2006

- Page 9, Cronin: Discussion included consideration of St. Johns River Water Management District as a potential partner regarding the Cronin property.

MOTION ONE:

Paul Schmalzer moved to approve the September 26, 2006 minutes as amended.

Randy Parkinson seconded the motion.

The motion carried unanimously.

ADMINISTRATIVE REVIEW:

The Administrative Review was reviewed.

Paul commented that the South Lake Conceptual Recreation Plan Public Meeting had gone very well.

Mike distributed booklets on invasive exotic plants that have been created as a jointly funded project between the EEL Program and Brevard County Natural Resources Management Office.

REAC Committee

Brad Manley reported that during the REAC Committee meeting on October 12th, Murray Hann was elected Chairman and Bob Champagne was elected Vice-Chairman for the coming year.

Brad explained that Judy Gregoire, North Region Land Manager, recently presented information on the following sites to the REAC Committee who expressed support for the plans as presented:

- ❖ South Lake Conservation Area
 - Proposed access plan presented.
- ❖ Indian Mound Sanctuary
 - Mound and habitat restoration plan presented.
 - Request delay of public access until restoration is complete and readdress if additional property to the north is acquired.
- ❖ TICO Sanctuary
 - No recreation plan is proposed at this time due to the size and location of the three parcels.
 - Future plans will be dependent on acquisition of additional properties in the area.
 - For reconsideration in three years, unless additional property is acquired before that time.

A second field trip to EEL Program sites will be planned for the group in the near future.

Brad and Paul provided information on a suggestion from Dorn Whitmore regarding the possibility of vacating road rights of ways in some circumstances. Kim Zarillo clarified that the rights of ways would remain in the County's Comp Plan until removed.

REAC Committee members also reviewed a list of topics that would be scheduled for discussion in the future and determined that the next meeting should be held in February 2007, unless staff has items that will require input before then.

Ross commented that he thought the REAC committee was working well.

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SMC REPORTS

Paul stated that during the Florida Native Plant Society Field Trip on October 14th, they observed a new, rare plant at Coconut Point Sanctuary in the South Beaches. *Tephrosia angustissima* var. *curtisii*, (common name Curtiss' hoary pea) is listed as Endangered by the State of Florida. This is the first confirmed occurrence of this plant on an EEL Sanctuary.

Ross stated he has been involved in a multi-county project entitled "How Should We Grow?" related to planned growth and development, and that protection of the environment was receiving a high priority in the discussions. Sandy Carnival, Support Services Manager, confirmed that EEL Program staff is also participating in the project. Additional information can be obtained on the project at <http://www.myregion.org>.

STAFF REPORTS:

Volunteer / Public Access

Brad explained that he realized that the SMC received updates on volunteer activities during the Land Manager's regional presentations and stated that he would focus mainly on new information. He provided information on the Volunteer Banquet held last August. Ross asked for clarification of the number of volunteer hours that had been completed. Staff will provide additional information on volunteer hours in the future.

Education

Katrina Morrell gave a presentation on educational activities for the last four months including:

- ❖ The EEL Program is involved in the Space Coast Science Educators Alliance (SCSEA) and participated in the Exemplary Science Teachers Awards Dinner.
- ❖ The SCSEA held a secondary science teachers workshop where Katrina participated along with Sandy Edmondson and Grace Foley, the EEL Program's two Naturalists, in presenting information about the EEL Program and what it can offer school programs to approximately 100 of Brevard County's secondary level education science teachers.
- ❖ Katrina also participated in an elementary teachers science project workshop attended by approximately 120 elementary level science teachers.
- ❖ The EEL Program's traveling display has been updated and presented at many recent events, a few of which include:
 - Teacher open house at Brevard Zoo – 100 teachers attending.
 - Erna Nixon Park's Annual Crackerfest – 600 people attending.
 - EEL Program presentation on Bats at North Brevard Library – 150 people attending.
- ❖ Information on recent events in several regions including the update of regional themes:
 - North: "*Connected lands provide a bridge for biodiversity*".
 - Study Trips to Enchanted Forest – 566 people attending.
 - Forest Fundays – average 20 people attending each month.
 - Advanced Guide Trainings – 11 people attending.
 - Friends Oyster Mat Program – 22 people attending.

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Approved November 30, 2006

- Central: *“Humans and nature have been forces of change throughout history”*.
 - Satellite Beach marine summer camp field trip to PICA.
 - New trail signs at Cruickshank Sanctuary.
- South Beaches: *“From ocean to lagoon, all things are connected.”*
 - Presentation to Sierra Club – 25 people attending.
 - National Public Lands Day volunteer event and hike – 12 people attending.
 - Updates on progress in the educational material for the Barrier Island Center.
- ❖ Eleven EEL staff members have signed up for Certified Interpretive Guide Training.
- ❖ EEL Program staff will chair a middle school science fair conference next year.
- ❖ The North Region K-12 curricula and interpretive is plan being developed to complement the FCAT requirements.

THE NATURE CONSERVANCY:

Danika Feodoroff reviewed The Nature Conservancy’s October Report to the SMC.

OLD BUSINESS:

Vero Pittsburg Partners, LLC Property

This 41± acre property is located directly adjacent to the Enchanted Forest Sanctuary’s north border. It is also adjacent on the eastern boundary to property planned for a facility expansion at Brevard County’s W.W. James Park in Titusville. The September 21st site visit report was reviewed at the last SMC meeting when the property received a 1st Majority Vote. The Project Summary Report was reviewed. Vegetation is similar to that of the Forest. There is some disturbance with exotic species along a sand road that runs through the property, but it is in good shape overall. It is thought that acquisition of this property may be the last chance to expand the Forest boundaries. The Property is within the Brevard Coastal Scrub Ecosystem Project Boundaries and was designated as Highest Priority by the SMC.

MOTION TWO

Kim made a motion for a 2nd Majority Vote on the Vero Pittsburg Partners, LLC Property.

Paul seconded the motion.

The motion carried unanimously.

Additional Discussion

Kim and Paul asked for clarification of the *“Perceived Value Range”* section of the Property Summary.

Mike indicated as part of the Land Acquisition Manual appraisal procedures, staff must estimate a range of perceived land value in order to determine the number of appraisals that will be required to meet the County & State appraisal rules.

Staff will provide this clarification as part of the report.

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Vero Beach Estates LLC Property

This site is 197± acres is located in the Micco area. It is south of Micco Road and north of the St. Sebastian River Preserve. The September 22, 2006 site visit report was reviewed at the last SMC meeting when the property received a 1st Majority Vote. The Project Summary Report was reviewed. The property is outside of the Brevard Coastal Scrub Ecosystem (BCSE) Project area and will become part of the boundary amendment application when it is submitted. It was designated as Highest Priority by the SMC.

MOTION THREE

Paul moved for a 2nd Majority Vote on the Vero Beach Estates LLC Property.

Randy Parkinson seconded the motion.

The motion carried unanimously.

Smit Property

This 26± acre property is located near Grant, directly adjacent to the Valkaria Scrub Sanctuary with private land to the south. The August 29th site visit report was reviewed at the last meeting when the property received a 1st Majority Vote. The Property Summary Report was reviewed.

Mike reviewed information from the last meeting and provided an update regarding the possibility of the County's Parks and Recreation Department (P&R) acting as a funding partner. The following was noted:

- ❖ The property is primarily improved pasture.
- ❖ The property contains several structures and is currently operated as an equestrian center.
- ❖ Several of the existing buildings could be used as the maintenance facility for the EEL Program's South Region.
- ❖ The property could be used as a buffer to protect the Valkaria Scrub Sanctuary, and has potential for restoration.
- ❖ Purchase of the property could help facilitate the proposed property exchange with the Florida Inland Navigational District (FIND), which would protect the best of the remaining high quality scrub left in Brevard County.
- ❖ P&R has expressed interest in a possible joint use of the property, but at this time is unable to confirm they could be a funding partner. There is no current time-table that would determine if, or when, P&R could confirm their ability to partner on this site.
- ❖ The site could provide a trailhead for equestrian use at the Valkaria Scrub Sanctuary.
- ❖ Development of the property could have a negative impact on the Valkaria Scrub Sanctuary and complicate the FIND exchange.
- ❖ The property is within the Brevard Coastal Scrub Ecosystem Boundaries and was determined to be High Priority by the SMC.
- ❖ A 2nd majority vote at this time would allow The Nature Conservancy to negotiate towards a contract that would then come back to the SMC for review before going to the Board of County Commissioners.

October 17, 2006

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Approved November 30, 2006

MOTION FOUR

Dave Breininger moved for a 2nd Majority Vote on the Smith Property.

Ron Hight seconded the motion.

The motion carried unanimously.

North Buck Lake Additions (fka Continental Acreage)

Taylor, John White (2), Darryl White (2), Espinoza, Jeffreys Properties

These properties are individual, small lots directly north of the Buck Lake Sanctuary, excluding one Darryl White property, which is 9± acres. The August 15th site visit reports were reviewed at the last meeting when the properties received a 1st Majority Vote. It was noted that the Darryl White parcels #3 and #4 were not included in the previous vote. The Project Summary Reports were reviewed. The two John White properties being considered contain portions of a wetland that are partially located on existing EEL Property. These properties are not within the Brevard Coastal Scrub Project, but could be added as part of the future boundary amendment.

MOTION FIVE

Paul moved for a 2nd Majority Vote on the Taylor, John White (2), Darryl White (2), Espinoza, and Jeffreys properties.

Ron seconded the motion.

The motion carried unanimously.

PICA Indian Mound (Jenkins Property)

This item was tabled until a future meeting.

Cronin Properties 1&2

The multi-parcel Cronin property was reviewed by the SMC at the last meeting, but a vote was not taken at that time as the SMC requested clarification regarding the possibility of funding partners. Staff informed the group that the Department of Transportation (DOT) and the St. Johns River Water Management District (SJRWMD) have been contacted regarding possible partnerships on these sites. The SJRWMD is interested in partnering in the possible acquisition of this property, but the DOT is not.

Kim reported that she and EEL Staff met with the owners to provide information and discuss possible methods for putting the land in conservation.

It was determined that the portion which lies east of the intersection of SR 528 and Hwy 407, is currently used for grazing cattle, met the EEL Program criteria for acquisition.

MOTION SIX

Randy moved to decline a 1st Majority Vote on all Cronin properties, excluding the parcel east of the intersection of SR 528 and Hwy. 407.

Additional discussion

Ron Hight stated he needed to abstain from voting on any Cronin property due to his involvement with management of property in the adjacent area through the US Fish and Wildlife Service.

Kim Zarillo seconded the motion.

The motion carried unanimously.

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Approved November 30, 2006

MOTION SEVEN

Paul moved for a 1st Majority Vote on the Cronin property located east of the intersection of SR 528 and Hwy 407 contingent on confirmation that the owner would be a willing seller for just this section before appraisals were ordered.

Kim seconded the motion.

The motion carried unanimously.

Management Plan Approvals

South Region - Malabar Scrub Sanctuary / Jordan Scrub Sanctuary

Chris O'Hara provided a brief review of revisions that were made to this region's management plans after review by the SMC.

MOTION EIGHT

Randy made a motion to approve the Malabar Scrub Sanctuary and Jordan Scrub Sanctuary Management Plans as presented by staff.

Ron seconded the motion.

The motion carried unanimously.

Staff will present the plans to the Board for their approval as the next step in the management plan process.

South Area Mega-Parcel Acquisition Priorities

Mike reviewed acquisition progress in the South Area Mega-Parcel region and outlined the current rationale for acquisition priority. The SMC expressed support for the plan as presented.

NEW BUSINESS:

Management Plan Approvals

South Beach Region - Maritime Hammock / Hardwood Hammock / Ocean Ridge / Washburn Cove / Hog Point (Interim)

Ray Mojica provided a brief review of revisions that were made to this region's management plans after review by the SMC.

MOTION NINE

Randy Parkinson moved to approve the Maritime Hammock, Hardwood Hammock, Ocean Ridge, Washburn Cove, and Hog Point (Interim) Management Plans as presented by staff.

Ron Hight seconded the motion.

The motion carried unanimously.

Staff will present the plans to the Board for their approval as the next step in the management plan process.

Indian River Lagoon Management Plan – Anne Birch

Anne Birch from The Nature Conservancy presented information regarding the current ownership and responsibility for management of conservation lands along the Indian River Lagoon. She explained that in order for the State to consider acquisition of additional lands, a managing entity must be determined for each area. The Brevard County Mosquito Control Department has indicated they will assist in the management of some of the wetland areas.

October 17, 2006

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Approved November 30, 2006

MOTION TEN

Randy moved for the EEL Program to accept responsibility of Lead Managing Entity for the Indian River Lagoon parcels as presented by Anne Birch, if they are acquired by the State for conservation.

Kim Zarillo seconded the motion.

The motion carried unanimously.

Nail Property

Mike provided information on the 850± acre Nail property near Palm Bay. It is outside the existing BCSE but within the newly determined highest priority boundary. The property is currently used for cattle grazing with some sod farming and could help establish connectivity between the St. Sebastian Buffer Preserver and the EEL Program's Micco Sanctuary, which are larger conservation areas. It was determined that a site visit to the area would be scheduled.

MOTION ELEVEN

Randy moved for a 1st Majority Vote on the Nail Property.

Ron seconded the motion

The motion carried unanimously.

Staff will schedule a site visit.

Public Comment:

Shawn Lambert, citizen, spoke of his concerns regarding access at the Pine Island Conservation Area in the Central Region. Staff will assist him in getting his questions answered.

NEXT MEETING:

Staff will poll the SMC to determine a date for the next meeting.

ADJOURNED:

The meeting was adjourned at 4:15.

SUMMARY OF MEETING MOTIONS:

- Motion to approve the September 26, 2006 minutes as amended.
- Motion to approve a 2nd Majority Vote on the Vero Pittsburg Partners, LLC Property.
- Motion to approve 2nd Majority Vote on the Vero Beach Estates LLC Property.
- Motion to approve a 2nd Majority Vote on the Smit Property.
- Motion to approve a 2nd Majority Vote on the Taylor, John White, (2), Darryl White (2), Espinoza, and Jeffreys properties.
- Motion to decline a 1st Majority Vote on all Cronin properties, excluding the parcel east of the intersection of SR 528 and Hwy 407.
- Motion for a 1st Majority Vote on the Cronin property located east of the intersection of SR 528 and Hwy 407, contingent on confirmation that the owner would be a willing seller for just this section, before appraisals were ordered.
- Motion to approve the Malabar Scrub Sanctuary and Jordan Scrub Sanctuary Management Plans as presented by staff.

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Approved November 30, 2006

- Motion to approve the Maritime Hammock, Hardwood Hammock, Ocean Ridge, Washburn Cove, and Hog Point (Interim) Management Plans as presented by staff.
- Motion for the EEL Program to accept responsibility of Lead managing Entity for the Indian River Lagoon parcels as presented by Anne Birch, if they are acquired by the State for conservation.
- Motion for a 1st Majority Vote on the Nail Property.

NOVEMBER 14, 2006 REGULAR

MINUTES OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

November 14, 2006

The Board of County Commissioners of Brevard County, Florida, met in regular session on November 14, 2006, at 9:02 a.m. in the Government Center Commission Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida. Present were: Chair Helen Voltz, Commissioners Truman Scarborough, Ron Pritchard, and Susan Carlson, County Manager Peggy Busacca, and County Attorney Scott Knox. Absent was Commissioner Jackie Colon.

The Invocation was given by Commissioner Scarborough, District 1.

Commissioner Carlson led the assembly in the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Commissioner Pritchard, seconded by Commissioner Carlson to approve the July 11, 2006 Regular Meeting Minutes. Motion carried and ordered unanimously.

ITEM REMOVED FROM CONSENT AGENDA FOR DISCUSSION

Chair Voltz requested to pull Items I.B.12, Approval of Jordan Scrub Sanctuary Management Plan, Re: Environmentally Endangered Lands Program, and I.B.13., Approval of Malabar Scrub Sanctuary Management Plan, Re: Environmentally Endangered Lands Program, for 90 days to work on greenways and trails for South Brevard.



TAMARA J. RICARD, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

November 15, 2006

RECEIVED
NOV 22 2006
ENVIRONMENTALLY
ENDANGERED LAND PROG.

MEMORANDUM

TO: Don Lusk, Interim Parks and Recreation Director

RE: Item I.B.13, Approval of Malabar Scrub Sanctuary Management Plan for EEL's Program

The Board of County Commissioners, in regular session on November 14, 2006, tabled consideration of the Malabar Scrub Management Plan for the Environmentally Endangered Lands Program for 90 days.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tamara Ricard, Deputy Clerk

/sl

cc: EEL's Manager

Orig. EEL-mike

cc per Lusk

Agency file

Work file

EEL file

NOV 21 AM 9:24

BREVARD CO.
PARKS & REC.



Meeting Date
November 14, 2006

AGENDA	
Section	CONSENT
Item No.	I B 13

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Malabar Scrub Sanctuary Management Plan – District 3

DEPT. / OFFICE: Parks & Recreation Department
 Environmentally Endangered Lands Program

Requested Action:
 Approve the attached Malabar Scrub Sanctuary Management Plan under the Environmentally Endangered Lands Program.

Summary Explanation & Background:
 The Malabar Scrub Sanctuary is a 570 ± acre site that is comprised of four purchases (1993, 1994, 2003) under the EEL Program referendum. The State of Florida provided 50% reimbursement to the County. The site is currently managed through a lease agreement with the State of Florida (Amendment 1, Lease Number 4263). The sanctuary is located in Malabar, along Malabar Road.

The Malabar Scrub Sanctuary Management Plan is being distributed in the form of compact disk to reduce paper use.

The accompanying management plan on CD outlines the public access and land management activities proposed for the property. This site has been designated as a Category 1 site. As described in the Sanctuary Management Manual (Chapter 4.2.1 pg. 21), the site will be used for the South Region's education center development. The public access activities include hiking, biking, horseback riding, environmental education, and wildlife observation. Management activities will primarily consist of prescribed burning, removal of exotic plant species, and monitoring listed species.

EEL staff, the EEL Recreation Education Advisory Committee, and the EEL Selection & Management Committee have reviewed and approved the plan. Following Brevard County Board approval, EEL staff will present the plan to the State's Acquisition and Restoration Council for final approval.

Cost/Benefit Analysis: Proposed management activities will use EEL Program Funds (Fund 1614, Cost Center 300501). There are no impacts to General Revenue Funds. This action advances the conservation, environmental education and passive recreation goals of the EEL Program.

Contact: Mike Knight, EEL Program Manager, 255-4466 or mknight@brevardparks.com

- Exhibits Attached:**
- Malabar Sanctuary Management Plan on CD
 - Sanctuary Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office	Department
Peggy Busacca, County Manager	Don Lusk, Interim Director, Parks and Recreation

Malabar Scrub Linear Trail Project Comments

At the request of the EEL Selection and Management Committee, the following input regarding the requested paved linear trail in the Malabar Scrub Sanctuary was compiled for consideration by the EEL Recreation and Education Advisory Committee.

Prior to the development of the trail the following issues would need to be addressed to ensure that the ecological impacts to the site are given consideration. EEL staff will work in conjunction with the linear trail project coordinators to develop a revision to the site management plan that allows for the placement of the trail on the fire line while addressing all of the EEL Program's concerns regarding ecological impacts and management and monitoring of the trail. It will be understood that this project will be considered a pilot project.

At the REAC meeting on March 14, 2007, the Committee passed a motion in support of the trail being located on the Malabar Scrub Sanctuary under the circumstances **underlined and in bold below.**

1. The amount of impact needs to be determined. How many linear feet of pavement? How wide? What are the total acres of impact? Staff has determined that the length of the proposed trail is 4800 ft. x 10 ft. wide. This calculates to a total impact zone of 1.1 acres. The 10 ft. width is the pavement only. It does not include additional pervious stabilization to protect the edge of the pavement or drainage swales that may be required. In staff's discussions with Barbara Meyer it is understood that there is a process in place to request waivers regarding federal funding to reduce trail width in sensitive landscapes to minimize site impacts related to drainage requirements.

2. Determine wetland locations and linear feet of boardwalk required to protect wetlands. **Staff has determined that there is one wetland along the upper portion of Marie Street that would require approximately 200 linear feet of boardwalk to traverse.**

3. Are there any sensitive plant or animal populations along the trail? Staff has completed an assessment with Paul Schmalzer (Feb. 9) and determined that no sensitive species would be directly impacted by the trail. Staff does not feel there would be significant impacts to animal species beyond the current impacts of the fire line.

4. Will the fire-break need to be widened and more habitat removed to allow room for the trail? It does appear that the paved trail could also be used as a fire-break without the need to expand the width of the existing break. If the path can double as a firebreak the hydrological impacts are rather minor. **Staff believes it is possible to locate the trail within the fire line. The current width of the fire line varies and will increase in some locations due to the relocation of the fire line to the boundary. As design moves forward, staff will work with the trail planners to identify construction options that have the least amount of impact to the ecological resources of the site. The required inter-local agreement and the revised management plan will need to**

specify that there will be EEL management activities that from time to time will temporarily impact the use of the trail (fire operations, fire line maintenance, etc.)

5. Are there alternatives to asphalt? Staff has investigated other options to asphalt or concrete for other projects, and do not feel that the alternative materials provide the required durability to accommodate the use of the trail by visitors and fire management vehicles. **Asphalt appears to be the most logical option as long as it is built to appropriate specifications to accommodate the weight of a BCFR brush truck with a full water tank.**

6. There is already adequate public access to the Malabar Scrub Sanctuary as documented in the draft Management Plan. The question then is whether the EEL Program accommodates other county agencies by allowing use of Sanctuary land for this section of the South Brevard Linear Trail. **The priorities for EEL staff need to remain resource protection, habitat restoration, and managing and monitoring current public use. Therefore, the EEL Program should not be responsible for: a) obtaining or managing grants to fund this project; b) obtaining permits, if needed, from regulatory agencies; c) compensation or mitigation due to trail construction, if required, and d) repairing or maintaining the linear trail. All costs of construction, upkeep and ensuing issues of enforcement, e.g. trash-dumping, ATV abuse are dealt with by partners not by the EEL Program.**

Staff agrees that management of the trail needs to fall to another agency so that staff time is not taken away from natural resource based management activities. The EEL Program can maintain existing mowing activities along the edges of the trail, but should not be responsible for added expense of blowing or clearing debris that collects on the trail. A management option that satisfies staff's concerns related to management could specify that the County P&R Department become the primary managing entity of the trail under the EEL Program ecological requirements, with an inter-local agreement between P&R and the Town of Malabar specifying that the Town provide the day to day management of the trail (trash, debris, signage, vandalism, user issues, etc.) It also needs to be clearly specified that pets will not allowed within the sanctuary boundary as per County ordinance. Staff has had initial discussions with Parks & Recreation (County) staff and everyone agrees that P&R is the logical managing entity of the trail.

7. There are concerns that during the long process of reviewing and approving the draft management plan for this site there were no comments regarding this linear trail project.

8. **Each future trail request should be dealt with on a case-by-case basis by the EEL Program.**

9. **The good will generated by participation in this project is very important to the support of the EELs program long term.**

11. The proposal put forth by the Hanns deserves review and recommendation(s) for action in the context of the purpose of the EEL Program as approved by the voters. Staff should negotiate the best environmental package with minimum widths, etc. for the design and location of the trail. Agreements should also address the long-term maintenance of the project.

12. Although it is important to try to honor any past agreements made with previous directors of the EEL Program, we also need to be sure to properly evaluate potential impacts to the conservation sites.

13. If this would go some way to soothing tensions with Malabar and at the same time enhance relationships with Palm Bay this may be a major consideration.

14. In no way does approving this section of path guarantee that other EELs lands could or should be used for other sections of the spine.

15. Does the addition of a paved path further the program mission as defined in the referendum?

- Increase or protect biodiversity at Malabar Scrub Sanctuary?
 - Staff does not believe there is a direct benefit to the biological diversity of the site as a result of the trail. However the impacts of this particular trail do not appear to be significant enough to deny it at least as a pilot project.
- Does it provide environmental education for Malabar Scrub Sanctuary?
 - Staff believes that the trail can provide increased opportunities for environmental education through the installation of educational panels along the trail.
- Does it provide passive recreation for Malabar Scrub Sanctuary?
 - Staff believes that although the activities for which the trail is designed are considered “passive”, the hardening of the surface to accommodate the uses is not. Staff’s review of this case in particular has determined that the public benefit and indirect benefit to EEL of developing a partnership on this project is an important consideration in allowing the trail.

16. Is a paved connection between the Malabar Trail Head #1 and north on Marie St. to the NE corner of the Sanctuary to the Brevard County Greenway (BCG) necessary? Staff has made significant inquiries into this issue and although there may be other options, they would be expensive and would likely require land or easement acquisition efforts that are contrary to the original direction provided to the coordinators of the trail project. In addition previous communications with past EEL managers have lead to the current alignment of the trail. Staff is inclined to honor those past discussions.

17. Is the Town of Malabar willing to vacate the Marie St. ROW on the eastern boundary of Malabar Scrub Sanctuary for a linear trail? And if so will Brevard County MPO be responsible for obtaining ROW? Staff has also considered this issue and has determined that private property owners to the north that currently use the right-of-way to access their property could not be denied the use of it. **In addition, staff is proposing that the**

paved trail be located on the existing dirt road that enters the property illegally from the Marie Street right-of-way. EEL staff will make every attempt to solve the right-of-way issue prior to the design of the trail. If the issue can be solved within the design time frame, this dirt road would be relocated to the existing legal right-of-way so that landowners to the north can continue to access their property.

18. Is it possible to move the Sanctuary fence east along Marie St. to include the Marie St. ROW such that the fire-break is left intact and pave the ROW? Can funds projected in Brevard MPO Transportation Improvement Program for the Brevard Urban Area FY 2006-2010 (Adopted Jul 14, 2005 and Amended October 13, 2005) be used for moving the fence and construction? Staff response to this is the same as #17.

19. Has Brevard MPO identified funds for linking the Malabar Trail Head? If yes, what is their plan? Staff was informed that the designated managing entity would pursue grant funds to construct the trail and any future linkages to the trailhead. Future linkage issues will need to be considered related to south Marie Street and the Jordan Scrub Sanctuary. How this is dealt with in the future will depend on the success of Malabar Scrub as a pilot project.

20. How will the FDEP titleholders respond to the proposal of a paved trail? Staff will be required to work with DEP through the management plan approval process. Prior to submittal of the plan to ARC (State Acquisition and Restoration Council), staff will address any concerns brought forth by State. Staff does not believe that the State will contradict the recommendations of the County as the managing entity for the property.

21. Consideration needs to be given to edge effects associated with the trail. **For example, it needs to be understood that vegetation management associated with the ecological goals of the site are a primary consideration. This includes periodic mechanical cutting of oaks, and thinning and or removal of other trees and other vegetation. Staff agrees and this will be included in the revision to the management plan and any associated agreements.**

**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
March 14, 2007
Attendance List**

RECREATION AND EDUCATION ADVISORY COMMITTEE MEMBERS

Jim Durocher
Murray Hann
Mark Nathan
Eve Owens
Beverly Pinyerd
Paul Saia

SUB-COMMITTEE MEMBERS

Barbara Meyer, Brevard County, Bicycle/Pedestrian Trail Program Coordinator
Paul Schmalzer, Selection and Management Committee

EEL PROGRAM STAFF

Sandy Carnival
Laura Clark
Mike Knight
Brad Manley
Chris O'Hara

GUESTS

John Ide, Citizen
Hans Kimmler, Town of Malabar
Mary Spahr, Citizen
Kim Zarillo, Selection and Management Committee

**ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE**

**March 14, 2007
Meeting Minutes**

CALL TO ORDER:

Murray Hann called the meeting to order at 6:07 PM.

PUBLIC COMMENT:

None

MINUTES:

None

AGENDA ITEM

Proposed Amendment to the Malabar Scrub Sanctuary Public Access Plan

A request has been received to reconsider having a dual use, paved linear trail that would function as the Malabar Scrub Sanctuary's northern and eastern boundary fire lines and also provide for passive recreational opportunities.

Mike Knight, EEL Program Manager distributed information regarding a request for a pilot project paved linear trail in the Malabar Scrub Sanctuary. This information was compiled at the request of the EEL Program's Selection and Management Committee (SMC) for consideration by the EEL Program's Recreation and Education Advisory Committee (REAC).

Mike explained that staff would be recommending that the REAC Committee pass a motion in support of the pilot project trail under the circumstances outlined in the document being distributed at the meeting.

Clarification was provided that prior to the development of the trail, several issues need to be addressed to ensure that the ecological impacts to the site are given consideration. It is anticipated that EEL Program Staff will work in conjunction with the Linear Trail Project Coordinator to develop a plan that would allow for the placement of a pilot project trail on part of the sanctuary's fire line, while addressing all of the EEL Program's concerns regarding ecological impacts, management and monitoring requirements.

Mike provided information on the Public Access Plan as previously approved on February 6, 2006 and the proposed pilot project trail. He informed the group that questions and comments would be welcome during the presentation. The following was noted:

- It is understood that this would be a dual-purpose trail that would serve as a fire line and for passive recreational purposes.

- The proposed trail would be 4,800± feet long and 10± feet wide in most places. This calculates to a total impact zone of 1.1± acres. This calculation does not include additional pervious stabilization to protect the edge of the pavement, or drainage swales that may be required. In staff's discussion with Barbara Meyer, it is understood that there is a process in place to request waivers regarding federal funding to reduce trail width in sensitive landscapes to minimize site impacts related to drainage requirements. It is anticipated that the trail will run along the eastern sanctuary boundary near Marie St.
- It is felt that the trail can be located on the existing fire line.
- The existing fire line is a sandy, mineral soil cleared line.
- The fire line along the east border of the sanctuary would be paved to allow for access to the area by people with strollers and in-line skaters, plus bicyclists and others who do not have the ability to traverse a dirt trail.
- Consideration was given to impervious surfaces, but it was determined that they might not support the weight of the fire equipment that would be using the trail during management activities.
- There are current plans to relocate the existing fire line in a few areas. The EEL Program can absorb the cost of clearing the trail line in these areas.
- Clarification was provided it would not be appropriate to spend EEL Program funds for paving or management of the trail.
- Clarification was provided that one of the reasons this project was not included in previous public access plans is that when EEL Program staff determines the level of passive recreation in each site, consideration is given to available staff resources that are required to maintain trails and monitor the impact to the natural resource.
- An inter-local agreement in which the County's Parks & Recreation Department would take the lead on applying for grants, coordinating construction, and continuing management of the trail.
- Issues with day-to-day use, trail users and trash of the trail will likely fall to P&R.
- Clarification was provided that the EEL Program would not be paying P&R for their participation in this project.
- The EEL Program will maintain and mow along side the paved trail edges which would be native vegetation only.
- The paved trail will be built to specifications that would allow fire equipment to use the trail as needed.
- The paved trail will be closed at times to allow for sanctuary maintenance and management, including, at times, the use of prescribed fire.

- The Malabar Scrub Sanctuary is a Category I site, which means it is geared to a higher level of public access and education than most of the EEL Program Sanctuaries. A Management and Education Center is planned for this site in the future.
- Staff has determined that there is one wetland along the upper portion of Marie Street that would require approximately 200 linear feet of boardwalk to traverse.
- The EEL Program will not be responsible for funding of the boardwalk.
- On February 9, 2007, EEL Program staff and Paul Schmalzer, Selection and Management Committee member, completed an assessment of the proposed trail layout and determined that no sensitive plant species would be directly impacted by the trail. Staff does not feel there would significant impacts to animal species beyond the current impacts of the fire line.
- This trail is being developed as a pilot project, specific to the Malabar Scrub Sanctuary only, and it is not a blanket endorsement of paved trails on EEL Program Sites.
- Committee members made a request to review the Greenways and Trails progress and future plans.
- As required in the EEL Program's Sanctuary Maintenance Manual, there will be continual management and monitoring of the impacts to the ecosystems and sites within the natural areas.
- Concern was expressed regarding possible additional damage to habitat by paving equipment. Clarification was provided that this concern would be addressed by the language of the paving contract.
- Concern was expressed that in some areas, the only undeveloped land that is left is designated as conservation land, and that other interests, i.e. storm water management, recreation, utility easements, etc. would be continually placing more and more demands on lands that were supposed to be set aside for conservation.
- Concern was expressed that in the event that the activities of other interests do impact conservation lands, there should be mitigation payment to the conservation area.
- Concern was expressed that the primary function of conservation lands should be conservation.

Mike explained that if the motion was passed by the REAC Committee, it was anticipated that the amended management plan would be presented to the SMC on March 28, 2007 and to the Board of County Commissioners on April 10, 2007. If passed by those two groups, the amended management plan will be sent to the State's Acquisition and Restoration Council for their review, as the State was a funding partner in the purchase of this land and therefore holds title, with the EEL Program as managing entity.

Motion One

Eve Owens moved to support the proposed pilot project paved linear trail at the Malabar Scrub Sanctuary under the criteria as documented in the handout that was provided by staff at the meeting, as follows:

- **Staff has determined that there is one wetland along the upper portion of Marie Street that would require approximately 200 linear feet of boardwalk to traverse.**
- **Staff believes it is possible to locate the trail within the fire line. The current width of the fire line varies and will increase in some locations due to the relocation of the fire line to the boundary. As design moves forward, staff will work with the trail planners to identify construction options that have the least amount of impact to the ecological resources of the site. The required inter-local agreement and the revised management plan will need to specify that there will be EEL management activities that from time to time that will temporarily impact the use of the trail (fire operations, fire line maintenance, etc.)**
- **Asphalt appears to be the most logical option as long as it is built to appropriate specifications to accommodate the weight of a BCFR brush truck with a full water tank.**
- **The priorities for EEL staff need to remain resource protection, habitat restoration, and managing and monitoring current public use. Therefore, the EEL Program should not be responsible for: a) obtaining or managing grants to fund this project; b) obtaining permits, if needed, from regulatory agencies; c) compensation or mitigation due to trail construction, if required, and d) repairing or maintaining the linear trail. All costs of construction, upkeep, and ensuring issues of enforcement, e.g. trash-dumping, ATV abuse, are dealt with by Partners, not the EEL Program.**
- **Staff agrees that management of the trail needs to fall to another agency so that staff time is not taken away from natural resource based management activities. The EEL Program can maintain existing mowing activities along the edges of the trail, but should not be responsible for added expense of blowing or clearing debris that collects on the trail. A management option that satisfies staff's concerns related to management could specify that the County P&R Department become the primary managing entity of the trail under the EEL Program's ecological requirements, with an inter-local agreement between P&R and the Town of Malabar specifying that the Town provide the day to day management of the trail (trash, debris, signage, vandalism, user issues, etc.) It also needs to be clearly specified that pets will not be allowed within the sanctuary boundary as per County ordinance. Staff has had initial discussions with Parks & Recreation (County) staff and everyone agrees that P&R is the logical managing entity of the trail.**
- **Each future trail request should be dealt with on a case-by-case basis by the EEL Program.**

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Approved May 10, 2007

- The good will generated by participation in this project is very important to the support of the EEL Program long term.
- In addition, staff is proposing that the paved trail be locating on the existing dirt road that enters the property illegally from the Marie St. right-of-way. EEL staff will make every attempt to solve the right-of-way issue prior to the design of the trail. If the issue can be solved within the design time frame, this dirt road would be relocated to the existing legal right-of-way so that landowners to the north can continue to access their property.
- Consideration needs to be given to edge effects associated with the trail. For example, it needs to be understood that vegetation management associated with the ecological goals of the site are a primary consideration. This includes periodic mechanical cutting of oaks, and thinning and or removal of other trees and other vegetation. Staff agrees and this will be included in the revision to the management plan and any associated agreements.

Jim Durocher seconded the motion.

The motion carried by a vote of 5 to 1.

NEXT MEETING:

The next meeting will be held May 10, 2007

ADJOURNED:

The meeting was adjourned at 7:55 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to support the proposed pilot project paved linear trail at the Malabar Scrub Sanctuary under the criteria as documented above.



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)**

**April 6, 2007
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Ross Hinkle
Paul Schmalzer
Kim Zarillo

EEL PROGRAM STAFF

Jenny Ashbury
Sandy Carnival
Laura Clark
Judy Gregoire
Mike Knight
Brad Manley
Katrina Morrell
Chris O'Hara

THE NATURE CONSERVANCY

Anne Mayer
Rebecca Perry

GUESTS

Arlynn Baker, Citizen, Titusville resident
Afi Fancom, City of Titusville
Mike Myjak, Citizen
Lisa M. Smith, Citizen, Titusville resident
Susan Valencia, Citizen, Sierra Club
Susan Yonce, D4 Commission Office

*April 6, 2007
Approved April 25 2007*



ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM SELECTION & MANAGEMENT COMMITTEE (SMC)

April 6, 2007
Meeting Minutes

CALL TO ORDER:

Ross Hinkle called the meeting to order at 2:00 PM.

MINUTES:

The February 27, 2007 draft minutes were available, but were not presented for approval at the beginning of the meeting, as a quorum was not present until shortly after the meeting began. They were not presented later in the meeting due to time constraints and will be presented again at a future meeting.

ADMINISTRATIVE REVIEW:

The Administrative Review was reviewed. Mike informed the group that on March 15, 2007, the City of Palm Bay passed Resolution No. 2007-20 requesting that the Board of County Commissioners (Board) direct the EEL Program to contact and coordinate with local governments when acquisition of property is proposed within their jurisdiction. Staff has provided a summary report to the County Manager and Commissioners.

Mike commented that opportunities for Public Comment would be reincorporated into the SMC meeting agenda at the beginning and ending of the meeting, in addition to the existing notation that opportunity for public comment will be provided for each item.

PUBLIC COMMENT:

None.

SMC REPORTS

Brad Manley, Volunteer Coordinator presented pictures of the REAC Committee's Field Trip to the Crane Creek Sanctuary on March 18, 2007. The Committee will be reviewing a Conceptual Public Access Plan for that sanctuary in the future.

Brad also explained that there was a Public Meeting on April 3, 2007 to present information and receive public input regarding the Conceptual Public Access Plan for the North Buck Lake Sanctuary.

Mike and Brad provided information relating to the REAC Committee's motion for the proposed paved trail pilot project at the Malabar Scrub Sanctuary. A copy of the draft minutes for the March 14, 2007 REAC meeting was distributed to the SMC in the meeting packet along with the SMC comments regarding the proposed trail.

Paul Schmalzer told the SMC that he led a Florida Native Plant Society Field Trip to the Maritime Hammock Sanctuary on March 24, 2007.

STAFF REPORTS:

Katrina Morrell provided an update from October 2006 – March 2007 including:

- Community Events
 - Audubon Assembly (October)
 - Career Expo at Titusville High School (October)
 - Chain of Lakes Open House (October)
 - Space Coast Birding and Wildlife Festival (January)
 - Judge at Secondary Science Fairs (February)
 - Sykes Creek Adventures (February)
 - Environthon (February)
 - Scout Event at Brevard Zoo (March)
 - Lagoon Quest Open House at Brevard Zoo (March)
 - Goby Fest (March)
- Presentations
 - Citizen's Training Academy (October)
 - NATA Technology course – "Knowing Your Audience" (January)
 - FNMP – Interpretation (January)
 - Eau Gallie High School Science Day (March)
- Partnership:
 - Citizen Action Committee (CAC)
- Training
 - National Interpreters Workshop (November)
 - Certified Interpretive Guide Training (December) 8 EEL staff
 - County training – Phase III complete, I and II ongoing
 - Fostering Sustainable Behavior (January)
 - First Aid / CPR (February)
- North Region
 - 33 schools (1,503 students)
 - 9 scout groups (89 students)
 - 15 adult community programs (231 participants)
 - 5 Enchanted Forest Fundays (101 participants)
 - 3 school "Ecology Clubs" (36 students)
 - 1 Parks & Rec camp (30 students)
 - 5 cart/hike tours (27 visitors)
 - Volunteer Open House (November – 30 people)
 - Forest Festival (November – 850 visitors)
 - Jackson Middle School science expo night
 - Guide training (January – March, 10 volunteers)
 - 2 advanced guide trainings (25 volunteers)
 - Teacher In-service (February, 18 teachers)
 - 3 Indian River Flute Circle performances (40)
 - Implementation of new curricula for grades K-8
- Central Region
 - Native Plant Society field trip to PICA (December)
 - Brevard Museum of Science and History (January)
 - North Merritt Island Homeowner's Association (February)
 - Museum Guild field trip to PICA (March)

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- Research field trips for Pine Island Center
 - Brevard Museum of Science and History
 - Fort Christmas
- “Amazing Race” site for Devereaux staff
- Working on PICA design
- South Region
 - Presentation for Friends of St. Sebastian River (January)
 - Compiling stakeholder list
 - Hosting school group at Malabar Scrub (April)
- South Beaches Region
 - Beach clean-up and hike (February)
 - Pelican Island Wildlife Festival (March)
 - BIC Walls are up
 - Turtle game testing
 - FIT projects (lesson plan and brochure)
 - Project WILD/PLT facilitator training – Grace
 - BIC featured in Florida Today and County newsletter
- Coming Up
 - NATA course – “Managing Visitors and Volunteers” (April)
 - SCSEA Speaker Series – “Gimme Green” (May)
 - Brevard Research Rules! (September)

ADDITIONAL DISCUSSION:

Ross asked if anyone would have any concern if the order of the agenda items were changed to allow for a citizen presentation. No concerns were expressed.

AGENDA ITEM

Citizen Request, FCT Grant Match, Tortoise Ridge, Titusville

Michael Myjak, Titusville resident, provided information on 94± acres of property in Titusville where a group of citizens are considering a potential project. They would like to apply for a Florida Communities Trust (FCT) Grant and requested input from the SMC regarding their possible interest in being a matching funding partner in the project. Information in the presentation included:

- The property was previously considered for development by Wal-mart, but that development is not going to occur.
- A native vegetation community park where citizens could be actively involved in planting and caring for native plants is one idea that is being considered.
- It is hoped that the area can serve as a mitigation property for gopher tortoises.
- Diminishing Titusville well fields are a concern.
- Using the area for superficial aquifer recharge is being considered.
- A water collection pond is being considered for the property.
- The area is primarily sand pine scrub.
- The group does not have a willing seller application at this time.
- It is possible that an apartment complex is being considered for the site.

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- It is anticipated that the property's cost per acre could be very high.
- The property is within an urban area.

Kim Zarillo said she felt the property could be appropriate as a community open space and that the project was worth pursuing, but that she had concerns related to available funding and possible plans for changing the natural hydrology of the site. She suggested that the group contact the St. Johns River Water Management District as a possible funding partner in the FCT grant application.

Paul Schmalzer clarified that while the property did have environmental value, it was possible that some of the uses being considered would not be compatible with the EEL Program's goals, as the property was currently in a natural state and plans for the project would change that.

Mike Knight explained that the acquisition priority list had currently been re-evaluated as the Program currently had more willing sellers than available funding.

Ross Hinkle mentioned that considering the area for a mitigation project was a good idea.

Dave Breininger said that he felt the area was worth preserving, but wasn't sure that it fit with the EEL Program's goals.

Michael explained that the group was considering the grant application for next year's funding cycle and that even a small contribution by the EEL Program could be beneficial to the grant application.

Ross suggested that the group come back in 6-12 months as the EEL Program's funding situation could be different at that time.

PUBLIC COMMENT:

Lisa K. Smith, Titusville resident, stated that she supported the project and has learned a lot about the opportunities for putting together community projects of this nature. She emphasized that this was planned as a natural park that would provide hands on educational opportunities for citizens to learn about natural areas.

Arlynn Baker, Titusville resident, spoke of her support for the project.

MOTION ONE:

Paul Schmalzer moved to table consideration of the EEL Program's participation in the Tortoise Ridge FCT Grant application.

Kim Zarillo seconded the motion.

The motion carried unanimously.

THE NATURE CONSERVANCY:

Rebecca Perry reviewed The Nature Conservancy's April Report to the SMC.

The Ag Ventures property Option Agreement has expired and there is presently no indication the owners' will sign a new agreement. Paul commented this was a very important landscape.

Contracts for the Boyd and DiChristopher property that were scheduled to be presented to the Board on April 10, 2007, were pulled from the BOCC meeting agenda. It is anticipated that they may be resubmitted on May 8, 2007. These properties were also discussed later in the meeting.

An agreement has been reached on the Shopke-Barge property and the contract has been sent to the owner.

TNC representatives will be meeting with representatives from the Smit property in the near future. Clarification was requested on the status of the FIND property swap with US Fish & Wildlife Service (USFWS). EEL staff will ensure that current USFWS personnel are aware of the request. Dave Breininger stated this was a very important landscape that contains the best of the remaining undeveloped scrub in Brevard County, and that whether or not the site was preserved could severely impact Florida scrub-jay population in that part of the County. Paul stated that a major reason that the Smit property was being considered for acquisition was the hope that it could facilitate the FIND swap. Mike stated that the primary reason the Smit property was being considered was as a management facility for the South region, but that it was hoped that if the FIND swap did occur, the purchase of the Smit property could help facilitate the swap. Ross stated that if the FIND swap did not go through, the SMC might feel differently about the purchase of the Smit Property and requested an update on the FIND swap progress. Additional information will be presented in the future. Mike clarified that the Smit property will be presented to the SMC in the future for their review in the event that a contract is signed.

AGENDA ITEMS:

Boyd and DiChristopher Properties Contract Review

As per the EEL Program's Land Acquisition Manual (LAM) the SMC does a final review of the acquisition contract terms for final authorization to proceed to the Board. Contract information on the Boyd and DiChristopher properties was provided to the SMC prior to the meeting. Although the contracts were pulled from the April 10th BOCC meeting agenda, it is anticipated that they may be presented to the Board at a later date. It was determined that it would be appropriate for the SMC to discuss the contracts now, to save time in the event that they were presented to the Board in the future.

Mike explained that there was a mix up related to due dates for Board Agenda Report submission deadlines; and, that additional information had been requested by a Commissioner regarding possible opportunities for partnership funding and whether or not the properties can be used by the County as a mitigation bank. The properties are within the Phase 1 Blueways Project.

These two properties are part of a large wetland impoundment along Sykes Creek in Merritt Island that has been reconnected to the Indian River Lagoon. Together they comprise about 280 acres. They are located north of the Ulumay Wildlife Sanctuary, which is about 457 acres in size (Brevard County Parks and Recreation). North of these two properties, the impoundment extends to SR 528 and nearly all of that section is now also in public ownership. The entire impoundment (public and private) includes about 1200 acres. Acquisition of these two properties would link existing public lands and should prevent any potential development along the shoreline of Sykes Creek in this region.

The contract price for both of these properties was within the appraised values.

Dave Breininger mentioned that the impounded wetlands are now at risk for development.

Paul Schmalzer mentioned that the Board had previously asked the SMC to review impounded areas for acquisition consideration. He stated that while every impounded area did not meet the EEL Program's criteria for acquisition, these two properties were both determined to have willing sellers, and, if purchased together, they did meet criteria and should be pursued.

MOTION TWO

Paul Schmalzer moved to recommend the Boyd Property Acquisition Contract be presented to the Board for their approval.

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**Kim Zarillo seconded the motion.
The motion carried unanimously.**

MOTION THREE

Paul Schmalzer moved to recommend the DiChristopher Property Acquisition Contract be submitted to the Board for their approval.

**Kim Zarillo seconded the motion.
The motion carried unanimously.**

Espinoza Property Acquisition Review

The Espinoza property is located on the south end of Cinnamon Teal Drive adjacent to the North Buck Lake Sanctuary. It is approximately 1 acre of scrubby flatwoods where the vegetation is primarily native. Contract information was not distributed prior to the meeting, but staff provided information on the general terms of the contract to the SMC for their consideration. The contract price is within the appraised value and is less than \$100,000.

There are several properties in the vicinity that are being pursued for acquisition by the Program. These properties would extend North Buck Lake Sanctuary to Cinnamon Teal Drive, and allow for greater site security and improved management, in addition to providing additional scrubby flatwoods habitat.

Public Comment

None.

MOTION FOUR

Kim Zarillo moved to recommend that the Espinoza Property Acquisition Contract be submitted to the Board for their approval.

**Paul Schmalzer seconded the motion.
The motion carried unanimously.**

Reynolds, Thousand Islands Property Acquisition Review

The Reynolds portion of the Thousand Islands property off Cocoa Beach consists of about 270 acres. Contract information was not distributed prior to the meeting, but staff provided information on the general terms of the contract to the SMC for their consideration as follows:

- As with the Crawford property, the negotiated price is approximately 3 times the appraised value. A price could not be negotiated at the appraised value.
- The total price is under 4 million dollars.
- Florida Communities Trust (FCT) has indicated they will participate as a funding partner at 45% of the appraised value. As with the Crawford property, FCT funding does not allow title sharing.
- SJRWMD previously withdrew their offer to be a funding partner, because they originally requested a percentage of the title, but have agreed that they will participate as long as a conservation easement can be placed on the property.
- The City of Cocoa Beach has indicated they are a willing funding partner in this project, but the details of that arrangement have not yet been worked out.
- The majority of the funding for this acquisition would come from the EEL Program.

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The group discussed possible acquisition. The following was noted:

- The Reynolds, Thousand Islands property was included as highest priority by the SMC.
- The remaining islands have already been put into conservation.
- SJRWMD mapping shows this area to be one of the areas with the highest density of sea grass left in good condition.
- The SMC felt that the decision to pay over appraised value should be left to the Board as the responsibility of the SMC was to recommend whether or not properties should be purchased.

MOTION FIVE

Kim Zarillo moved to recommend that the Reynolds, Thousand Island Property Acquisition Contract be presented to the Board for their approval.

Dave Breininger seconded the motion

The motion carried unanimously.

Malabar Scrub Sanctuary Management Plan Amendment

Chris O'Hara gave a power point presentation on the Malabar Scrub Sanctuary. The presentation reviewed information on the proposed paved linear trail including:

- Maps of the Malabar Scrub Sanctuary Recreation Plans from February 6, 2006 and March 11, 2007.
- A paved linear trail is proposed for the east side of the Sanctuary.
- The paved trail on the north side of the sanctuary currently terminates at Marie Street.
- The paved trail would be located on the existing firebreak and would need to be appropriate for use by fire equipment.
- The paved trail would be approximately 4,800 feet long and 10 feet wide in most places, with approximately 2 feet of compacted material on each side.
- It is anticipated that the paved portion of the trail would cover approximately 1.1 acres of the site.
- The proposed paved trail is expected to connect to the Town of Malabar trailhead located on Marie Street.
- The exact location of the paved trail in some places is still to be determined due to the need for clarification of Marie Street right of way issues.
- The proposed paved trail would be a pilot project and consideration of other paved linear trails should be considered on a case-by-case basis.
- The Malabar Scrub Sanctuary is a Category 1 site which means it is proposed for a higher level of public access and future development of an environmental education/land management center.
- The majority of the other sanctuaries in the South Region are Category 2 sites. These are geared for minimal capital development and a lower level of public access.
- The EEL Program will not be providing funding for the construction of the linear trail, and does not have sufficient staff for monitoring.
- EEL staff will not be responsible for obtaining or managing grants, permits, or mitigation due to impacts from the trails, or for repairing and maintaining the trail.

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- All costs associated with the paved linear trail will be the responsibility of partners, not the EEL Program.
- There is a wetland area in the Sanctuary that will require approximately 200 feet of boardwalk.
- Memos of Understanding need to be in place before moving forward to ensure that project partners are identified who will accept responsibility for day-to-day monitoring and maintenance of the trail.
- The REAC Committee passed a motion of support for the proposed paved trail on March 14, 2007 by a vote of 5 to 1.

Additional Discussion

Kim Zarillo suggested a moratorium for consideration of any future trails until the impact of the paved linear trail could be evaluated.

Mike clarified that this is a pilot project with the understanding that any future trails would be considered on a case-by-case basis.

Ross stated that if a moratorium were established, the time frame would require a complete fire cycle in order to be properly evaluated.

Chris informed the group that there is a concrete bridge, built by the City of Palm Bay that crosses the ditch on the north side of the Sanctuary. This bridge links the neighborhood to the existing, concrete, four-lane road (Malabar Woods Blvd.) within the Sanctuary.

Kim stated that she was not able to support the proposed project. She stated that she had reviewed the Greenways and Trails Plan and that a paved bike trail was not a requirement of the southern end of their proposed Greenway. She expressed her opinion that the Program got to this point by one political decision after another, and her concern that there was very little time for discussion on the topic as there were plans to bring the Management Plan to the Board on April 24, 2007. Kim stated that she felt it would have been much more appropriate to use the existing, four lane concrete road that runs down the middle of the sanctuary and ends at the point where there are plans to build the South Region's Management and Education Center as there would be less impact to habitat and it would bring people to the Management and Education Center. She expressed her concern that if the Town of Malabar Trail Head were connected to the Center, additional habitat would be destroyed.

Mike stated there is not sufficient right of way along Malabar Road to accommodate the trail east to Marie Street. There is also not adequate right of way along Marie Street to go south to the trailhead.

Kim stated that she felt that the purpose of an ADA trail could be better served on the concrete road that led to the proposed Center and that she had been previously unaware of the bridge. She also stated that use of the concrete road would lead to less disturbance of habitat and that the topic should be reconsidered.

Dave asked if there could be additional time for consideration of the issue and if the SMC could make a recommendation to see a more finalized Greenway plan.

Mike stated the SMC could make the recommendation, but the plan would still be presented to the Board on the April 24, 2007.

Dave asked about the impacts to management that the paved firebreak would have.

Chris confirmed that it was understood the management activities would continue. He stated there appeared to have been previous discussions with former Program administrators regarding the location of the proposed paved linear trail.

Kim stated that she did not believe the plan had ever been presented to the SMC for any consideration until very recently.

Paul stated that he had no recollection of the Greenways Trail plan ever being presented to the SMC for their consideration, until very recently. He stated that the paved trail would either go down the existing concrete road, or the fire breaks along Marie Street would be paved, and that either way, the impacts would need to be monitored. He stated that he thought it was hard to make a case that there would be a major impact if the paved trail was located near Marie Street.

Ross stated his preference would be to have the paved trail be located near Marie Street and to have as much of the 4 lane concrete road removed as possible, with habitat restoration to follow.

It was generally felt that this type of restoration would be very expensive.

Kim suggested that half of the concrete road could be used for the paved linear trail while the rest of it could be removed and restored.

Chris stated that if a quarter of the concrete road for the paved linear trail was used there would still be more space available for a paved linear trail than what was planned near Marie Street.

Kim stated that she felt that the pressure to make a decision on this topic was because of a political situation that has been created by a small group of citizens.

Ross said he agreed that there was a political situation, and that there were concerns that there could be implications to other sites, but that he did not see that this as a precedence because each additional request for a paved linear trail on other sites would have to be considered one at a time.

Kim stated she understood that, but that the Management Plan for the Malabar Scrub Sanctuary had already gone through the approval process; had been supported by the REAC Committee and approved by the SMC previously, without the plan for the paved linear trail being included. Then, a small group of citizens met with County administration and the issue had come back. She expressed concern that the same thing would happen with other sanctuaries.

Ross said that if the environmental impact was determined to be detrimental, the SMC would not recommend additional paved linear trails.

Chris clarified that the Malabar Scrub Sanctuary is a Category 1 site and that most of the other sanctuaries in the South Region are Category 2.

Dave stated that he felt that the EEL Program had tried to accommodate requests for years and that it was a never-ending cycle.

Chris provided information on public comments from citizens including:

- The REAC minutes should be added to the plan.
- SMC input regarding this linear trail needs to be added before sending it to the State.
- How is the monitoring going to be done?
- Two feet on each side for buffer seems excessive.
- How thick would the pavement need to be to accommodate fire trucks?

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- What type of agreement is needed with the State/County/Town? Should be very detailed to prevent misunderstandings in the future.
- EEL must maintain oversight of the Malabar Scrub Sanctuary.
- The Malabar Scrub Sanctuary currently has a paved trail extending north to south. Consider improvements to this trail as an alternative to creating a new paved trail.
- There are other ways to make ADA accommodations without pavement. The National Center on Accessibility has a website listing alternatives.
- “Prior to making any decisions and constructing an extensive hardened surface within a sanctuary acquired to conserve its natural resources, I encourage the EEL Program to consider all options available.” Submitted by Anne Birch.

Mike reminded the SMC that they needed to make a recommendation for the Board to consider as they made their decision on this topic.

PUBLIC COMMENT:

Suzanne Valencia, citizen said that she was in agreement with Anne Birch’s statement and that we need to keep in mind the reason for the title of the “Environmentally Endangered Lands” Program. She stated she was firmly against the proposed project. She stated she understood that there were things that were required to comply with ADA guidelines, but that in her opinion, paved bike trails had no place on EEL Program sanctuaries. She stated that paving the fire breaks would mean going from a natural surface to a paved surface and her belief that it would be difficult for animals to cross a 10 foot wide asphalt road safely.

Sue Gosselin stated that there might be permitting issues related with paving the firebreak if there would be a loss in habitat.

Additional Discussion

Dave Breininger expressed concern related to the loss of habitat if the firebreaks were paved.

Paul stated that it was anticipated that grant funds would be used for the project and that expensive mitigation costs could stop the project.

Mike stated that there was a process to apply for a funding waiver regarding trail width to minimize the impact to sensitive lands, and that the 2 foot compacted buffer areas on each side of the 10 foot paved area could be vegetated.

Ross stated that staff was making a motion to approve the trail, but that he was hearing a lot of anxiety. He stated that the SMC needed to make a recommendation on the amended management plan.

MOTION SIX

Paul Schmalzer moved to approve the Malabar Scrub Management Plan as amended.

Additional Discussion

Ross asked for a second to Paul’s motion. There was no second to Paul’s motion.

Clarification was provided that if there was no second, the motion would fail.

The motion failed.

Dave stated that at this point he would have abstained from a motion to support the plan, but he couldn’t speak against it. He stated that there was a big Greenway plan and they needed to know how the EEL Program would fit into it.

Ross stated that the SMC needed to consider the management plan for the Malabar Scrub Sanctuary individually.

Kim suggested a moratorium, with an evaluation period, for consideration of other plans.

Ross and Paul stated that they felt that the possible moratorium should be considered as a separate issue.

Ross stated that he could ask for a different motion, but that right now, the plan would go to the Board unapproved by the SMC.

Paul stated that he was not sure it was appropriate for a plan to go to the Board if it had not been approved by the SMC.

Mike stated that he would have to research the issue.

PUBLIC COMMENT

None.

MOTION SEVEN

Kim Zarillo moved to recommend that the Malabar Scrub Sanctuary Management Plan Amendment be submitted to the Board for their approval with the caveat that the paved linear trail be moved to the existing four lane concrete road known as Malabar Woods Blvd.

Dave Breininger seconded the motion.

PUBLIC COMMENT

None.

The motion carried unanimously.

Balkany Property

Mike Knight provided information on the 21± acre property which is the final in-holding adjacent to the Jordan Scrub Sanctuary in Malabar, and, west of the Cochran property. It is within the Brevard Coastal Scrub Ecosystem (BCSE) Project boundary. Members of the SMC indicated they were familiar with the area.

MOTION EIGHT

Paul Schmalzer moved to approve a 1st Majority Vote on the Balkany Property.

Dave Breininger seconded the motion.

The motion carried unanimously.

MLCI, David Lee Property

This item was tabled due to time constraints and will be presented in a future meeting.

Bornstein Property

This item was tabled due to time constraints and will be presented in a future meeting.

EEL Program Translocation Policy

This item was tabled due to time constraints and will be presented in a future meeting.

Wells Property

This item was tabled due to time constraints and will be presented in a future meeting.

NEXT MEETING:

SMC/PC

A date of April 25, 2007 was established as a possible date for the next SMC meeting. The next meeting will be a joint meeting with the Procedures Committee (PC). Staff will poll the PC to determine if April 25th would be a convenient date for the majority of that committee's members.

ADDITIONAL DISCUSSION:

Staff will poll SMC members to determine a date for the Scottsmoor Properties Site Visit

ADJOURNED:

The meeting was adjourned at 4:20 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to table consideration of the EEL Program's participation in the Tortoise Ridge FCT Grant Application.
- Motion to recommend that the Boyd Property Acquisition Contract be presented to the Board for their approval.
- Motion to recommend that the DiChristopher Property Acquisition Contract be presented to the Board for their approval.
- Motion to recommend that the Espinoza Property Acquisition Contract be presented to the Board for their approval.
- Motion to recommend that the Reynolds, Thousand Islands Property Acquisition Contract be presented to the Board for their approval.
- Motion to approve the Malabar Scrub Sanctuary Management Plan as amended. ***This vote failed as it did not receive a second.***
- Motion to recommend that the Malabar Scrub Sanctuary Management Plan Amendment be submitted to the Board for their approval with the caveat that the paved linear trail be moved to the existing four lane concrete road known as Malabar Woods Blvd.
- Motion to approve a 1st Majority Vote on the Balkany Property.

Section of Minutes from the Brevard County Board of County Commissioners meeting on April 24, 2007.

APPROVAL, RE: MALABAR SCRUB SANCTUARY MANAGEMENT PLAN

Mary Sphar stated she is present today because she cares about the EEL's Program and believes decisions should be made with careful consideration of the recommendations of the scientists on the EEL's Selection and Management Committee. She stated she was surprised that this controversial item was placed on the Consent Agenda instead of under New Business; the requested action is to approve the Malabar Scrub Sanctuary Management Plan under the EEL's Program; and the vote planned for the Consent Agenda was to make the statement on page 30 come true, to approve the 4,800-foot paved section of trail along the eastern boundary which would be planned to be 12 feet wide. She stated the requested action should have been to provide direction concerning the proposed paved trail that staff wants, which was not approved by the EEL's Selection and Management Committee; the Committee voted instead to use the existing concrete road running through the sanctuary for biking and gave its reasons; the EEL lands are Brevard County's natural treasure; and the Board has the final responsibility to make wise and well considered management decisions. She stated today the Board can ask the questions that need to be answered, not only with regard to the Malabar Scrub, but also in connection with all EEL's properties; and there are five questions she would like to have answered. She inquired how are the EEL's properties aligned with the Brevard County Greenways and Trails master Plan; stated the proposed paved trail will not be the last one to be suggested; and the Board needs to get a handle on the big picture. She requested the Board provide a detailed overlay map to show the relationship between the Greenways and Trails Master Plan and the EEL's properties. She inquired what ecological effects would paved trails in various sanctuaries have; and are there alternatives to additional paved bike paths where ecological damage would result. She stated the EEL's Selection and Management Committee voted to recommend using the existing concrete boulevard running through the Malabar scrub for biking; and if alternatives are available, they need to be clearly presented to each reviewing committee. Ms. Sphar stated she attended the Recreation and Education Committee meeting and does not recall any mention of the possibility of using the existing paved boulevard for biking; and only the proposal to pave the fire break was presented as a done deal, which the Selection and Management Committee was predicted to approve. She stated her fourth question is have any grant applications for the Malabar Scrub paved trail been submitted or worked on by County staff; and the fifth question is what written legally binding documentation does the County have of any agreement involving EEL's management for the use of the eastern edge of the sanctuary. She stated she does not believe the Board can base decisions on he said/she said; and requested the Board protect the interests of the citizens of Brevard County by asking for answers to questions that will

allow it to thoughtfully evaluate recreational trail issue on EEL's properties and please carefully consider the recommendations of the EEL's Selection and Management Committee.

Maureen Rupe stated she is concerned how this got on the Consent Agenda when the EEL's Selection and Management Committee put forward an alternative plan, and it is obvious it needs discussion. She stated the picture shows the firebreak quite plainly; and the alternate plan of the EEL's Selection and Management Committee was to use the existing firebreak. He stated the current north/south concrete road is approximately 4,000 feet long by 100 feet wide or the equivalent of 40 acre-lot placed end to end; and the cost of removing the road and clearing the environmental impacts would be cost preventive. She stated the areas east and west of the concrete road are also disturbed; the linear firebreak along the eastern edge of the Malabar Scrub is only linear for approximately 1,600 feet from the northern edge of the Malabar Scrub property line; a road starts where there is a business; and the actual firebreak zigzags down approximately 700 feet, extending anywhere from 10 to 60 feet into the preservation area. She noted that area is approximately equivalent to four quarter-acre lots that would be impacted. She stated the southernmost 1,300 feet down to the trailhead has no clear firebreak, so it would be necessary to actually clear property to complete the proposed bicycle paved highway; and commented on the area to be cleared and the area impacted. She advised that is not even going into the scrub jay impacts that will be discussed and is besides the 400,000 square feet that are impacted by the concrete road to the west. She requested the Board bring this issue back to the EEL's Selection and Management Committee for discussion; and submitted a synopsis of the edge effect to the Board.

Mary Hillberg advised the previous speakers covered the points she intended to make; and requested the Board allow the Selection and Management Committee to do the work it was assigned to do, by reviewing this and bringing it back to the Board at another time.

Murray Hann stated he does not disagree with what has been said; and it is the history of the area that leads to wanting to put a paved trail on the firebreak that is on the eastern edge of the Malabar scrub and Marie Street. He stated 15 years ago when the Greenways and Trails effort started, there was clear direction from the Board that it was not an acquisition program; the EEL's Program, Parks and Recreation, and the municipalities were acquiring properties; and they were trying to find an alignment that would connect the properties with a spine trail that would serve the County and allow people of differing abilities to enjoy the properties. He stated that headed them in South Brevard towards the corridor of EEL's properties formed by Malabar Scrub, Jordan Scrub, and Valkaria Scrub, which are east of I-95 and run north/south; he has been on the Bicycle Pedestrian Trail Advisory Committee for 12 years; he is currently Chairman of the Recreation and Education Advisory Committee for the EEL's Program;

and he is working with former EEL's Director Dr. DeFreese who asked them not to use the concrete road but to go around the sanctuary. Mr. Hann advised they went around the edges of the sanctuary, but did not like that decision; so they revisited the issue with Anne Birch, the next EEL's Director who reiterated that she did not want them to use the concrete road, but to use the edges of the sanctuary because the edges would provide the least impact to the sanctuary by trail users. He advised of the desire to have a trailhead that would serve both Malabar Scrub Sanctuary and also the linear trail; the Master Plan tries to utilize the edges of the EEL's property to try to build a north-south spine in South Brevard; and it does not necessarily go through the properties but goes on the edges to provide the experience of the EEL's sanctuaries for trail users with minimal impact. He noted people are going by the sanctuary, but they are on an existing firebreak, which is three to five feet from the edge of the property and the fence line; and pointed out the trail that is outside the fence on the northern edge of the property and a bridge completed by the City of Palm Bay that goes across the trail into the older Port Malabar community. He stated the trail draws people who enjoy the park but would not necessarily go off-road; and advised of a man who claims to be 92 years old and walks the trail every day, but was unaware that he had an EEL's property 100 feet from his house. He commented on a project to rebuild the wetlands, utilizing the trail as a berm to hold the water back; displayed pictures of the area and a map showing the area of interest; and pointed out the firebreak on the map. He stated there are no areas where there is not a firebreak; and EEL's Coordinator Mike Knight has said that they are looking at options to jump off the right-of-way and head directly to the trailhead to provide the best possible experience with the least impact. He stated it is a 15 to 20-foot wide sandy firebreak; the Selection and Management Committee did its job and said scientifically it would be better to use the road rather than put in new pavement; and he does not disagree, but it ignores the history of the property, where EEL's Directors have tried to go around the park, not through it. He stated Malabar built a six-acre trailhead with volunteer efforts; and displayed pictures of the trailhead, which was designed to serve the linear trail. He commented on an application for a grant from the Department of Environmental Protection to make the trail completely ADA accessible with a restroom, paved parking, and a paved section coming forward to join up with the trail. He stated one of the previous speakers asked about agreements with Malabar; Malabar vacated 14 acres of right-of-way inside Malabar Scrub Sanctuary so the property would not be chopped up by public rights-of-way; at that time the Town wanted to trade right-of-way along Marie Street for the trail; and they provided over 20 pages of documentation of the negotiations. He stated it is not clear why negotiations broke down; but the fact is that Malabar vacated the rights-of-way and did not get any right-of-way back, which the people in Malabar still talk about as an unpleasant experience. He stated the people of Malabar feel they did not get their end of the deal for the trail; and this would go a long way to patching that up. He noted Malabar has already acquired right-of-way south of this in two different locations for over a mile on the trail alignment for the

Greenways and Trails; and if it is moved to the concrete road, it will no longer line up with all of that. He commented on drawing up an alignment, working out problems as they come up, using public right-of-way if available, and confusion in the rights-of-way in the Marie Street area. He stated this was presented to the Recreation and Education Advisory Committee; staff collected all of the Selection and Management Committee's concerns; there were site visits; and they then sent those results to the Recreation and Education Advisory Committee, which met and discussed all the results. He stated at that time he thought there had been an excellent job of collecting concerns, looking for rare plants, and talking about redirecting the right-of-way; and commented on problems with the boundary, other issues, the process, and the decision. Mr. Hann stated the proposal to come south to the trailhead was a good one that will best serve the public; and it is acceptable environmentally. He advised he does not mean to degrade the efforts of the Selection and Management Committee, but it did its job and Mr. Knight did his job.

Chairperson Colon stated it is exciting to see; she enjoys going there with her family; the EEL's Program is supposed to be something the community is part of and enjoys; and having passive recreation is key because the Board wants to make sure the folks see how their tax dollars are being spent. Mr. Hann stated it is amazing to see the number of people that use the trail; and advised of an assisted living facility on the trail with folks who walk every day. He stated he sent the Board a letter concerning the history; the issue has been around for 15 years; and if anyone has questions, they can ask now. Chairperson Colon requested Mr. Hann advise how people can get to the trail; with Mr. Hann responding the trail currently connects Turkey Creek Sanctuary to the Malabar Scrub Sanctuary, going past Malabar's Cameron Scrub and eventually they hope heading south to Malabar Trailhead One; and described how to access the trail. He stated it is a modern correct spine trail; they are not trying to pave the world; but they are trying to build one paved section for multi-users to allow access to the natural properties. He stated they only have one South Brevard trail alignment; they are not trying to build 17 paved trails on every EEL's property; but there will be other issues where they may want to use an edge; and in this case, if they cannot use the edge, it could make the ability to build a greenway impossible.

Commissioner Voltz stated the trail that is paved now is heading east; if they use the current concrete pad, it comes all the way down to Malabar Road; but in order to connect with the Malabar trailhead, people would have to walk along Malabar Road, which is a dangerous road. She stated if they use the other alignment, heading further east and then south, it would direct everybody right into the Malabar trailhead, which is a positive because it will then allow the community better access to the trailhead. She stated right now the access is just off Malabar Road; and expressed support for the alignment.

EEL's Manager Mike Knight stated he would like to answer some of the

questions raised by the speakers; and the first was whether there will be other impacts in the future to EEL's properties with this trail alignment. He stated an overlay map was provided some time ago; and staff will be happy to provide that. He stated staff is in the process of trying to do a larger evaluation of the potential impact to EEL's sites as it relates to the alignment that was established some time ago; and it is his belief that they need to look at the whole alignment now to determine how they will handle it in the future so as not to run into these issues. He stated they looked at the site and determined there would be some more impact; in this case they are covering over dirt; but there is still an impact because there are scrub jays, reptiles, and insects that use that dirt. He stated that is the perspective of the Selection and Management Committee; it is the Committee's job to look at the ecological impact, but it stays out of the larger issues such as trail alignment and those types of things; and its input to the Board is where there is the least amount of impact. He stated the least amount of impact is to go where the trail is already paved rather than putting in new pavement; but that alignment does not work for the location of the trailhead; and that is why they are making the recommendation as the most logical thing to do in this particular case. He stated future requests need to be looked at on a case-by-case basis; and the Committees will do that as part of the normal process. He stated they looked for alternatives, but do not see any; and it is largely related to the restrictions of right-of-way in those areas. Mr. Knight stated the initial push was to try to get it on the rights-of-way and out of the sanctuary; but those rights-of-way are not available. He stated they have no involvement with grant applications at this time, nor have they any intention; one recommendation is that the EEL Program budget not be impacted by maintenance and development of the trail, primarily because there is no staff to deal with these high volume public use issues; and they are working with Parks and Recreation and the Town of Malabar to find the solution through an agreement for management. He stated there was a question about a past agreement; there was a lot of discussion about doing an exchange if the Town of Malabar vacated rights-of-way in Malabar Scrub to provide the ability for an easement on the road; but it appears to have broken down at the State level, when the State became involved with the reimbursement. He stated there were a lot of complications; they are looking at a situation that will have impact; but it is the right decision to make.

Commissioner Nelson inquired if the trail that is on the north goes all the way across the top of the property; with Mr. Knight responding that is correct; and the blue line delineates the existing paved trail that goes all the way over to Marie Street. Commissioner Nelson inquired why was that done; with Mr. Knight responding that was part of the north boundary canal trail; it has been planned as part of the alignment for quite some time to come down Marie Street; and they worked with the City of Palm Bay and allowed the paved trail to come along the north side of the sanctuary, with some of it actually on sanctuary property. Commissioner Nelson stated this is one of the rare cases when both sides are right; Mr. Hann has been involved with

the trail issues and the EEL's Program; and there was concern. He stated originally there was a desire to go through the sanctuaries; then the discussion was about going around because that would have less impact; but the Selection and Management Committee is driven by science, and says there are going to be impacts. He stated there seems to be a disconnect; the issue went to the Recreation and Education Advisory Committee and the Selection and Management Committee; but the Committees did not talk to each other about the process; and his concern is that these types of discussions need to happen. He inquired if the Board has to do something today; and stated he would like the Recreation and Education Advisory Committee and Selection and Management Committee to talk together. He stated with the Marie Street alignment, there might be an opportunity to restore some of the interior to remove some of the concrete from inside the sanctuary, which may or may not be more beneficial; but he does not know if that kind of question has been looked at. He stated he also would like to know if that would generate additional traffic through the sanctuary that may be greater than would be desirable; and again, that has not been addressed to his satisfaction. He stated he wants to see it go back for more discussion and when it comes to the Board, there should be more definitive information that those questions were asked and answered; and then the Board can make its decision. He stated it is going to be precedent setting; and he is not sending it back because he thinks it is not a good idea; there is some merit to the edge opposed to going through the center from an operational perspective as well as from a management perspective for the habitat; but he would like to get a reading on that from the Selection and Management Committee. Mr. Knight stated the only timeframe he is aware of is related to a funding opportunity for the EEL Program; it would be fine to take an additional look; and Barbara Meyer can elaborate on the grant opportunity. Barbara Meyer, Bicycle/Pedestrian Trail Program Coordinator, stated the City of Palm Bay was awarded an enhancement grant through the MPO for the trail; however, the City was able to complete its portion of the trail without utilizing that money; so there is approximately \$275,000 that could be reassigned to the trail project. Ms. Meyer stated Palm Bay would have to agree to it; and the County would then be the recipient of the grant; and she does not know if it is critical today, but there is a window of opportunity for that money to be placed on the project.

Chairperson Colon stated one of the things that has been mentioned is about setting precedent; and she does not believe that is the case because each area is very unique. She commented on scrutinizing projects, traffic, and taxpayers' money; and stated they wanted to make sure that the community was a part of the projects and enjoyed the passive recreation. She stated what she enjoys about the process is having folks like Mr. Hann, who is very knowledgeable and active in the environmental community, and is supportive of the project. She stated that is critical because the folks who are part of the process are people who respect the environment and would not do anything to harm it; and that is key.

Commissioner Voltz stated she also thought it should be open to the public; the general public needs to access the property they purchased; and it will not destroy the environment. She stated the road the Board is talking about has already been disturbed; Malabar supports the project; and there a lot of fences to mend with the Town of Malabar, so the more the County works with the Town the better off it will be. She stated there has been talk about ripping up the concrete that is there; but that is not well thought out; and the project is more of a safety issue. She stated people coming from the edge of the concrete on Malabar Road will have to travel east on Malabar Road; commented on the trailhead; and inquired if Malabar or the County spent the money; with Mr. Knight responding Malabar. Commissioner Voltz stated Malabar spent a lot of money on the trailhead and has done a beautiful job; and the Board needs to give people access to that, so a road to the east of the property heading south is the best thing. She stated it also then links up with Marie Street; and that is the Jordan Scrub Sanctuary Project, which is an important piece. She stated that alignment has been set for a long time; and if the County changed it now, it would possibly lose \$275,000 from the City of Palm Bay; someone asked earlier if the County was using grant money, and it is not; but the City of Palm Bay has extra money, which has been approved to switch to this project. Ms. Meyer stated staff has touched base with the Florida Department of Transportation; it is the same trail system; and it would take some paperwork and the approval of the Palm Bay City Council, but this is one of the partnerships the County is working with right now. Commissioner Voltz stated Ms. Meyer had her walk the property when it first opened; and it is very beautiful. She stated it took a lot for the City of Palm Bay to do the project; and it is great.

Commissioner Scarborough stated where the Board accomplishes the most is when it has people with different objectives working together for a common good; and commented on Brevard Community College providing property for the Chain of Lakes Park for tennis courts, parking, and a trailhead. He stated there has to be a community of interest between the two groups; many are interested in the same thing; and commented on trails that are being planned at the wildlife refuge on federal property. He stated Ms. Meyer is working with the State to acquire the rails to trails to Volusia County; and she is talking about having a wildlife corridor so it does not become just a place for people, but animals will be able to move across approximately 50 miles of property so there is not risk of loss of the gene pool and species becoming islands that die. He stated if the two communities do not work together, both programs will fail; there is a need to define the respective roles and see the advantage of partnering; and if the Board does not instruct both communities, those in trails and the pure environmentalists to understand the mutual benefits, it will be failing.

Commissioner Bolin stated every citizen they can get into one of the sanctuaries is to the community's benefit; and if people have a good experience, they become supporters. She stated the Board should go ahead

with this; and she is confident that the decision on the trail location is good for the citizens.

Commissioner Nelson stated there was talk about traffic; he does not disagree that the public deserves to have access to the properties; but if they drive all the wildlife off the property, they are negating the reason they had the program. He stated there is a carry capacity, whether it is for a community center or an EEL's property; it is not a question of whether there is going to be a trail out there, because there will be a trail; but the question is what is the best alignment that meets the needs of both parties. He stated they need to look at the need to provide public access consistent with best management practices for both; they have to decide what it looks like as far as the alignment; and he disagrees with Commissioner Voltz about the restoration. He stated they do restoration on endangered properties all the time by taking down trees because they have become places for predatory birds to pick off other birds like scrub jays; they do management practices, burns, and all the things that are part of that; and removing one of man's creations, which is a road for a subdivision that was never built, can be just as reasonable. He stated it may be the thing that tips the management of the site; he does not see how they can lose by having additional discussion; and commented on the road, the trail, and what is the best alignment.

Commissioner Voltz stated this was tabled approximately six months ago; and she worked with a number of the people in the community about where the alignment should go. She stated the Board needs to move forward with this; it is a good thing; there have been six months for people to provide input if they wanted to; but that did not happen until today. She stated that is not the way to do business; they have been working on this for a long time; and she would like the Board to move forward with the plan as noted.

Motion by Commissioner Voltz, seconded by Commissioner Bolin, to approve the Malabar Scrub Sanctuary Management Plan under the Environmentally Endangered Lands Program.

Chairperson Colon thanked the people who came out; and stated the Board needs for the community to continue to be vigilant because the Board needs that kind of input. She stated she will support the motion; but she would like for the folks who have come today and expressed concerns to be notified so they are part of the process. She commented on needing feedback, cooperation, and balance; and requested everyone help with the process.

Commissioner Scarborough inquired if the Board tabled this today, would it be possible for the Selection and Management Committee to comment on it by the next meeting on May 10, 2007; with Mr. Knight responding yes, but if it goes back to the Selection and Management Committee, the Board will end up with the same determination. Commissioner Scarborough inquired what if they put the caveat that it is imperative to consider the larger ramifications

of

other programs as well as including those where the community has access to properties in making its recommendation. Mr. Knight recommended if the Board postpones, sending it back through both of the Committees. Commissioner Scarborough inquired how soon would the Board get it back then; with Mr. Knight responding he will have to check the date of the next Recreation and Education Advisory Committee meeting, but a special meeting could probably be called. Commissioner Scarborough inquired if it puts the \$275,000 at risk by doing so and how long is that money available. Ms. Meyer responded it is programmed for this year; she cannot say definitively; however, with FDOT, she does not think a month will matter too much. Commissioner Scarborough stated Commissioner Voltz is on the right path; it is just a matter of forcing the groups to discuss the issue in the context of a broader scope; it sets the tone that it is where the Board wants to go with the environmental properties; and if they are not putting any monies at risk, they can proceed. He stated what they have been asking the groups to do is look just in an environmental sense; every other department is asked how it can be a team player; and the groups have not been challenged sufficiently to look to other programs. He commented on a library purist wanting to have the best libraries being willing to close down the Sheriff's Department so all the money can be put into libraries; stated everything adds to the benefit of the community; but sometimes there is the law of diminishing returns. He stated they can obtain things, but they get to the point that the additional benefit is small in comparison to the cost; and it is better to view things as a whole. He stated the EEL's Program has to be challenged by the Board; and this may be an opportunity to do that.

Commissioner Voltz stated the Board has been challenging EEL's to open the properties to the general public.

Motion by Commissioner Scarborough, seconded by Commissioner Nelson, to table consideration of Malabar EEL's Sanctuary Plan to the May 24, 2007. Motion did not carry.

Motion by Commissioner Voltz, seconded by Commissioner Bolin, to approve the Malabar Scrub Sanctuary Management Plan under the Environmentally Endangered Lands Program. Motion carried and ordered; Commissioner Nelson voted nay.

Motion by Commissioner Nelson, seconded by Commissioner Scarborough, to request the Selection and Management Committee to stay involved in the design and development of the trail as it goes through the property. Motion carried and ordered unanimously.



TAMARA J. RICARD, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

April 25, 2007

MEMORANDUM

TO: Don Lusk, Parks and Recreation Director, Attn: Mike Knight

RE: Item III.B.6, Malabar Scrub Sanctuary Management Plan

The Board of County Commissioners, in regular session on April 24, 2007, approved the Malabar Scrub Sanctuary Management Plan under the EEL's Program; and requested the Committee stay involved with the design of the trail.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tamara Ricard, Deputy Clerk

/sl

cc: Finance
Budget

orig. nile

2007
MAY 2 AM 8:40
PARKS & RECREATION
BREVARD COUNTY

Meeting Date
April 24, 2007



AGENDA	
Section	CONSENT
Item No.	

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Malabar Scrub Sanctuary Management Plan – District 3

DEPT. / OFFICE: Parks & Recreation Department
 Environmentally Endangered Lands Program

Requested Action:
 Approve the attached Malabar Scrub Sanctuary Management Plan under the Environmentally Endangered Lands Program.

Summary Explanation & Background:
 The Malabar Scrub Sanctuary is a 570 ± acre site that is comprised of four purchases (1993, 1994, and 2003) under the EEL Program referendum. The State of Florida provided 50% reimbursement to the County. The site is currently managed by the EEL Program through a lease agreement with the State of Florida (Amendment 1, Lease Number 4263). The sanctuary is located in Malabar, along Malabar Road.
 The Malabar Scrub Sanctuary Management Plan is being distributed in the form of compact disk to reduce paper use.

The accompanying management plan on CD outlines the public access and land management activities proposed for the property. This site has been designated as a Category 1 site. As described in the Sanctuary Management Manual (Chapter 4.2.1 pg. 21), the site will be used for the south region education center development. The public access activities include hiking, biking, horseback riding, environmental education, and wildlife observation. Management activities will primarily consist of prescribed burning, removal of exotic plant species, and monitoring listed species.

On Nov. 14, 2006 this Management Plan was tabled by BOCC for 90 days so public access considerations could be reviewed. The only change in the management plan since the tabling on Nov. 14 is that a linear, hard-surfaced trail pilot project will now be part of the Public Access plan for the site. On March 14th the EEL Selection and Management Committee (SMC) reviewed a citizen request to locate the trail along the east boundary fire line. Input from committee members was compiled for consideration by the EEL Recreation and Education Advisory Committee (REAC). On March 28th the REAC passed a motion of support for staff's recommendation to locate the trail along the east boundary fire line as proposed. On April 6th, the SMC reviewed the proposed management plan and passed a motion that the trail be located along the existing paved boulevard running north to south through the sanctuary. Staff's recommendation to locate the trail along the fire line is due to the fact that the current linear trail alignment already extends beyond the access to the boulevard, and it would be challenging to connect the boulevard to the Malabar trailhead. As long as the trail footprint is within the fire line and it does not negatively impact the County's ability to access and manage fire from the trail, then the ecological impacts to the site are minimal.

EEL staff, the EEL Recreation Education Advisory Committee, and the EEL Selection & Management Committee have reviewed the plan. Following Brevard County Board approval, EEL staff will present the plan to the State's Acquisition and Restoration Council for final approval.

Fiscal Impacts:
 FY 06/07 - Proposed management activities outlined in this Management Plan will use EEL Program Funds (Fund 1614, Cost Center 300501). There are no impacts to General Revenue Funds. This action advances the conservation, environmental education and passive recreation goals of the EEL Program.
FY 07/08 – Fiscal impacts for 07/08 are undetermined at this time. Management activities will be ongoing.

Contact: Mike Knight, EEL Program Manager, 255-4466 or mknight@brevardparks.com

Exhibits Attached:

- Malabar Sanctuary Management Plan Hard Copy (1)
- Malabar Sanctuary Management Plan on CD (10)
- EEL Program Selection and Management Committee comments regarding the linear trail at Malabar Scrub Sanctuary

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office	Department
Peggy Busacca, County Manager	Don Lusk, Director, Parks and Recreation



**Attachment 1 – Agenda Report/ Malabar Scrub Management Plan Requesting BOCC Approval
BOCC Meeting date, April 24, 2007**

Request that SMC comments concerning Malabar Sanctuary Linear trail be included with BOCC Agenda Report

During the SMC meeting on April 6, 2007 the committee discussed, at length the proposed hard-surface trail on the eastern edge of the Malabar Sanctuary. As the scientific advisory committee, the SMC believes that the BOCC be allowed the option of taking into account the reasoning behind the outcome of the committee's vote. The line of reasoning is laid out here.

1. There is a very wide concrete road present in the sanctuary which can meet the hardened bike trail needs as well as several other access needs including ADA, skateboarding, and stroller/walker access. Adding an additional paved trail along the eastern edge unnecessarily takes more habitat. There has never been a good explanation why using the existing concrete roadway is not feasible and the fact that the existing trailhead was designed outside of the potential to use the concrete road was not a SMC issue. Some innovative ways need to be evaluated to deal with the trailhead rather than taking additional habitat.
2. The fire break exists as open sandy habitat which when paved is lost. The open sandy habitat is more valuable to scrub jays and gopher tortoises, and other species than a hardened trail surface. In fact, removal of the existing open sandy areas along the eastern edge through what is considered scrub jay habitat will most likely require a "take" permit from USFWS.
3. Storm water runoff from a paved linear trail added on the east side may have to be managed in some additional impoundments that would constitute additional habitat loss to meet those needs.
4. In order to compensate for the habitat loss for the new trail along the eastern edge of the sanctuary, the committee discussed briefly the removal of part of the concrete road to compensate for habitat loss, but it was concluded that effective use of the existing roadway made more sense from a potential cost and environmental impact perspective.

This is a synopsis of the reasoning behind the SMC's vote. It is not approved minutes of that meeting. However, as the *approved* minutes of the SMC and the REAC committee meetings become available, those minutes will be added to the Malabar Scrub Sanctuary Management Plan prior to being presented to the ARC committee for State level approval.



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)**

**April 25, 2007
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Ross Hinkle
Randy Parkinson
Paul Schmalzer
Kim Zarillo

EEL PROGRAM STAFF

Jenny Ashbury
Sandy Carnival
Laura Clark
Mike Knight
Brad Manley

THE NATURE CONSERVANCY

Keith Fountain
Anne Mayer
Rebecca Perry

GUESTS

Susan Gosselin, Brevard County Natural Resources Management Office
Amy Tidd, Citizen
Suzanne Valencia, Citizen

*April 25, 2007
Approved June 27 2007*



ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM SELECTION & MANAGEMENT COMMITTEE (SMC)

April 25, 2007
Meeting Minutes

CALL TO ORDER:

Randy Parkinson, Vice-Chairman called the meeting to order at 1:03 PM as Ross Hinkle had provided advance notice he was unable to attend.

PUBLIC COMMENT:

Suzanne Valencia stated that she had been following the issue of the Malabar Scrub Sanctuary (MSS) Management Plan, and that although she hadn't been able to attend the Board of County Commissioners (Board) meeting the day before, she had written to each of the Commissioners to express her concerns and suggestion for using the existing, abandoned road that runs through the center of the Sanctuary for the proposed paved linear bike trail, instead of paving a new, 12-foot wide path down the Sanctuary's east side. She stated that she was disappointed with the Board's decision.

Additional Discussion:

Dave Breininger requested clarification regarding the Board's decision on approval of the MSS Management Plan.

Mike Knight stated that the Malabar Scrub Sanctuary Management Plan had been approved with placement of the proposed paved linear trail located on the fireline running down the east side of the Sanctuary. He stated that Commissioners Truman and Nelson had requested that the issue be put through another cycle with the Selection and Management Committee (SMC), but they had been overridden, primarily because other Commissioners felt that the issue had been going on too long and needed to be resolved.

Dave asked if the plan for the proposed paved linear trail would now go through the endangered species permitting process.

Mike replied that there were many secondary issues that had to be dealt with, like permitting and retention. He stated that the EEL Program was not allowing for retention, and would not be involved in any of the permitting issues. He explained that obstacles which might be associated with permitting were another issue that could cause complications to the project.

Randy requested clarification regarding EEL Program staff's recommendation.

Mike stated that staff's recommendation was to approve the MSS Management Plan with the proposed paved linear trail placed on the firebreak along the east side of the Sanctuary. He stated that everyone was in agreement that the least ecological impact was to use the existing paved road that ran through the center of the Sanctuary for the proposed paved linear trail, but if the existing paved road was used, there would be no way for the linear trail to reach the Trail Head constructed by the Town of Malabar, which is located on Marie Street. Mike said that the EEL Program, prior to his time, was a party to the paving extension of a trail that ran along the north side of the Sanctuary, partly on EEL property, and that the people who paved it had moved forward with the understanding that they were going to somehow get down the east side of the Sanctuary. He stated that his preference would have been to have the issue come back through the committee process again, and that he believed that if that had happened, the REAC Committee might have voted against the trail being placed on the fireline, but that the decision would have been in the hands of the Commission and he did not think the outcome would have been any different.

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Approved June 27, 2007

Mike stated that citizens had raised concerns about the process and that the problem was with the Sanctuary Management Manual. He explained that from an acquisition perspective, an issue related to approval of a contract does not go to the Board unless it has the approval of the SMC, but that the Sanctuary Management Manual does not provide for the same guidelines regarding Management Plans. He said if there is a concern about the process, it should be addressed as a revision to the language in the Sanctuary Management Manual, so that it will be more consistent with the Land Acquisition Manual, indicating that if a management plan issue did not have the approval of the SMC, it shouldn't go to the Board.

Paul Schmalzer stated that in the 10 year history of the Sanctuary Management Manual, the practice had been that no Management Plan had gone to the Board without the approval of the SMC.

Kim Zarillo stated that one of the major problems originated because the issue was never brought to the SMC.

Mike stated that he agreed.

Kim stated that she felt that if the issue had been brought before the SMC when it came up, things would have been different a long time ago, and that now that a kind of Pandora's Box had been opened. She stated that she had concerns that a similar kind of behavior could be expected from people who had their own agenda, as well as with the politics involved; so whether the procedure manual was changed, or not, it wouldn't change the ability for there to be disagreement on an agenda report. She stated that the SMC understood that when they made a recommendation, it was just that – a recommendation, and that the Board would do whatever they decided to do, based on whatever information they had, so she felt it was very important for issues to come to the SMC on a timely basis. She stated that it was her understanding that the issue was not brought to the SMC in the first place as a result of a previous political decision and she expressed concern that with some people's aggressiveness on the issue of bike trails, and the County Manager's willingness to accommodate them, the Program might see a repeat of this type situation.

Mike expressed his agreement that all issues needed to be presented to the SMC on a timely basis.

Randy asked if there would be value to changing the language of the Sanctuary Management Manual so that something like this did not occur again in the future.

Mike stated he felt that the key issue was to bring issues through the Committee process and that the problem that had been inherited in this particular situation was that a lot of decision making, and direction that was given at the staff level was behind the scenes. He clarified that the authority for major changes to the Land Acquisition Manual (LAM) was the Procedures Committee, the SMC was authorized to make minor changes to the LAM, and that the authority for changes to the Sanctuary Management Manual was the Selection and Management Committee.

Paul mentioned that changes to either manual required the approval of the Board.

Amy Tidd stated when the Recreation and Education Committee (REAC) was formed, the Resolution that formed the Committee indicated the REAC Committee would serve as an advisory committee to the SMC and to staff but that they were not set up to serve directly as an advisory committee to the Board. She expressed her concern with the Board's decision and the process that had been followed, and her concern that REAC Committee members would want more and more access, and perhaps even recreational vehicle activity on EEL Program sites.

Paul stated that the REAC Committee had been very supportive of bikes, but not of off road vehicles.

Kim stated that the REAC had originally approved the Malabar Scrub Management Plan, without any paved linear bike trail.

Paul confirmed the REAC approved the Malabar Scrub Management Plan in February of 2006, without any mention of a paved linear bike trail, and that a year's time had passed without the proposed paved linear trail becoming an issue. He stated his opinion that the REAC group was a very balanced committee with many different viewpoints.

Amy stated that it was her understanding that the County Commission could not write, or change, a management plan, they could only approve or decline it.

Randy asked for clarification regarding whether or not staff's recommendation was different from that of the SMC.

Mike confirmed that the recommendation from staff had been different from the recommendation of the SMC. The SMC voted to approve the Malabar Scrub Management Plan with the proposed, paved linear trail running down the existing paved road that runs down the middle of the middle of the Sanctuary. Staff's recommendation to the Board was to pave the dirt firebreak that ran down the Sanctuary's east side.

Suzanne Valencia asked why Mike was put under such pressure to get this issue before the Board when the SMC had voted against it.

Mike stated that was a question for the County Manager. He explained that varying perspectives were difficult to balance and he provided information on a proposed conflict resolution process that was being drafted.

Dave Breininger stated that if the language to the Sanctuary Management Manual could be changed, at least the SMC would have more time to respond to issues, and that in this case, it seemed like they just blinked and it was a done deal.

Mike explained that it may have seemed like a blink to some of the SMC, but that the issue had been going on since the property was acquired and there were a lot of things that did not come to the Committee.

Paul said if there were issues that did not come to the SMC, they should have.

Kim reminded the group that the State had to also approve the placement of the proposed paved linear trail at the Malabar Scrub Sanctuary.

Amy stated that a group of citizens planned to contact the State to express their concerns.

Mike confirmed that the State holds title to the land, and that the Management Plan was submitted to the Board for their approval because the EEL Program is the managing entity.

Randy said he hoped that people with concerns would contact the State to put the heat on the permit process and off the EEL Program.

Amy said the SMC could have input to the State on how they wanted the land managed.

Paul stated that the minutes would be on record.

Mike confirmed that the minutes of April 6, 2007 and April 25, 2007 SMC meetings, as well as minutes from the REAC Committee relative to the Malabar Scrub Management Plan would be included in the plan when it was submitted to the State for their approval.

Randy asked if there was additional public comment. There was none.

MINUTES:

The February 27, 2007 and April 6, 2007 minutes were presented for approval. Prior to the meeting, Ross Hinkle provided written confirmation that he had reviewed both sets of minutes and indicated his support for their approval.

Randy asked for comments to the February 27, 2007 draft minutes. These minutes were originally sent to the SMC for their review. Paul Schmalzer provided comments which were presented as tracked changes and redistributed.

MOTION ONE:

Paul Schmalzer moved to approve the February 27, 2007 minutes as amended.

Dave Breininger seconded the motion.

The motion carried unanimously.

April 25, 2007

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Approved June 27, 2007

Randy asked for comments to the April 6, 2007 draft minutes which were e-mailed to the SMC for their review prior to the meeting.

MOTION TWO:

Paul Schmalzer moved to approve the April 6, 2007 minutes as presented.

Kim Zarillo seconded the motion.

The motion carried unanimously.

Additional Discussion:

Paul stated that the April 6, 2007 minutes had been correct in documenting the conversation of that particular meeting, but that additional information should be presented relative to two topics that were discussed. He requested that the following statements, which he read, be included as clarification of the situations discussed in the April 6th meeting minutes:

“Comments regarding the Smit Property

The April 6, 2007 minutes are correct regarding the discussion of the Smit Property, but there is additional information that needs to be part of the records. I have reviewed the 2006 minutes relating to the Smit property.

Facilitating the FIND exchange has been part of the consideration in the potential acquisition of the Smit property from the beginning. It was first brought to the SMC by staff on August 1, 2006. Among the reasons given by staff for considering the property were to facilitate the FIND exchange, as a site for a South Region management center, and a potential partnership with Parks and Recreation on the equestrian facilities. All three points were included in the discussion of the 1st majority vote on September 26, 2006 and their 2nd majority vote on October 17, 2006. In October it was noted that there was some uncertainty regarding Parks and Recreation partnership; this was pending the 2006 Parks and Recreation referendum.

Further, my site visit report of August 29, 2006 indicated that facilitating the FIND exchange was an important consideration in the potential acquisition of a site with extensive infrastructure.

Therefore, the record indicates that facilitating the FIND exchange has been a central concern since the beginning of consideration of the Smit property.”

“Comments regarding the Boyd and DiChristopher Properties

The April 6, 2007 minutes indicate that partnership funding was a consideration in removing these properties from the April 10, 2007 BOCC agenda.

It is not clear why this should be the case since both are Phase 1 Blueways Projects.

Further, a review of the 2005 and 2006 minutes regarding Boyd and DiChristopher indicate that the SMC has emphasized from the beginning the importance of clarifying partnership funding.

Boyd was first considered on December 1, 2005 as a stand alone project. Staff was directed to determine if the area was within either of the Blueways projects, and to research if the property might be acquired by SJRWMD.

Boyd and DiChristopher were considered together at the January 12, 2006 meeting where 1st majority votes were taken for each. It was noted that a potential funding partnership existed with SJRWMD.

Second majority votes on both properties were taken on June 30, 2006. Clarifications noted as part of the 2nd majority vote included funding sources, project phase (Blueways), and confirmation of partnership funding.”

ADMINISTRATIVE REVIEW:

Information in the Administrative Review was reviewed. Mike provided clarification that although exact dates on when the properties being discussed would be presented to the Board had not yet been established, the SMC final reviews were being done today to expedite processing when possible.

SMC REPORTS:

None.

STAFF REPORTS:

None.

THE NATURE CONSERVANCY:

The Nature Conservancy did not present a report at this meeting as they were doing a presentation at the joint Selection and Management Committee/Procedures Committee meeting later that day.

AGENDA ITEMS:

Nevins Fruit Company Property – Final Review

Mike reviewed information on the 42.82± acre Nevins Fruit Company property which is located at the southern end of the North Indian River Lagoon Project, and will serve as a buffer to the lagoon. It was considered to be of highest priority by the SMC. Keith provided clarification that the ownership and property being purchased was slightly larger than the Project boundary. The purchase price is within the range of appraised values.

MOTION THREE

Paul Schmalzer moved to approve submitting the Nevins Fruit Company property contract to the Board for their approval.

Kim Zarillo seconded the motion.

Additional Discussion

Randy asked if there were further questions or discussion for the Nevins Fruit Company contract. There was none.

The motion carried unanimously.

Vero Pittsburg Partners, LLC Property – Final Review

Mike reviewed information on the 41.46± acre Vero Pittsburg Partners, LLC property directly adjacent to the north boundary of the Enchanted Forest Sanctuary in Titusville. The vegetation is similar to the Forest. There has been substantial development along Sisson Road. This property remains intact and appears to be the last significant opportunity to enlarge the Enchanted Forest Sanctuary. The SMC approved 1st and 2nd Majority Votes for this property on September 26, 2006 and October 17, 2006, respectively. This property is considered to be in the highest priority category by the SMC and the purchase price is within in the range of appraised values.

MOTION FOUR

Kim Zarillo moved to approve submitting the Vero Pittsburg Partners, LLC property contract to the Board for their approval.

Dave Breininger seconded the motion.

Additional Discussion

Randy asked if there were further questions or discussion for the Vero Pittsburg Partners, LLC property contract. There were none.

The motion carried unanimously.

April 25, 2007

Page 1 of 7

Approved June 27, 2007

Joseph J. Jefferys, Jr. Property – Final Review

Mike provided information on the .73± acre Joseph J. Jefferys, Jr. property which is located off Cinnamon Teal Drive immediately adjacent to the northern boundary of the Buck Lake Sanctuary. Vegetation is scrubby flatwoods with portions of a depression marsh. The flora is predominately native. This is one of five parcels off Cinnamon Teal Drive currently being pursued for acquisition by the EEL Program. The Espinoza property was approved by the Board yesterday. The other properties, Taylor and White, are also being presented for final review at this meeting. If all five properties can be acquired, it will assist in management of the wetland area. The SMC approved 1st and 2nd Majority Votes on this property on September 26, 2006 and October 17, 2006, respectively. It is within the high priority zone as identified by the SMC and the purchase price is within appraised value.

MOTION FIVE

Paul Schmalzer moved to approve submitting the Joseph L. Jefferys, Jr. contract to the Board for their approval.

Kim Zarillo seconded the motion

Additional Discussion

Randy asked if there were additional comments on this item. There were none.

The motion carried unanimously.

Myron Taylor Property – Final Review

Mike provided information on the .58± acre Myron Taylor property which is located on the north east side of Cinnamon Teal Drive near Mims. This property also has scrubby flatwoods similar to the other properties in the area being presented for final review. Acquisition of these parcels will extend the North Buck Lake Sanctuary boundary and assist in management of the wetland area. The SMC approved 1st and 2nd Majority Votes on this property on September 26, 2006 and October 17, 2006, respectively. It is within the high priority zone as identified by the SMC and the purchase price is within appraised value.

MOTION SIX

Paul Schmalzer moved to approve submitting the Myron Taylor property contract to the Board for their approval.

Kim Zarillo seconded the motion.

Additional Discussion

Randy asked if there were any additional comments on this item. There were none.

The motion carried unanimously.

John and Gloria White Property – Final Review

Mike provided information on the 1.99± acre John and Gloria White property which is actually two parcels located south of Cinnamon Teal Drive near Mims and directly adjacent to the North Buck Lake Sanctuary. Vegetation is scrubby flatwoods with portions of a depression marsh. Acquisition of these parcels will extend the North Buck Lake Sanctuary boundary and assist in management of the wetland area. The SMC approved 1st and 2nd Majority Votes on this property on September 26, 2006 and October 17, 2006, respectively. It is within the high priority zone identified by the SMC and the purchase price is within appraised value.

MOTION SEVEN

Paul Schmalzer moved to approve submitting the John and Gloria White property contract to the Board for their approval.

Kim Zarillo seconded the motion.

Additional Discussion

Randy asked if there were any additional comments on this item. There were none.

The motion carried unanimously.

Joyce Johnson Property – Final Review

Mike provided information on the 100± acre Joyce Johnson property which is located east of North Courtney Parkway on the north side of Hall Road on Merritt Island. There is an area of Australian pine (invasive exotic) on the southeastern side of the property, but the area to the west and north are more intact natural communities. Mesic hammock with a canopy of live oak and cabbage palm occurs as do freshwater marshes with sand cordgrass and needle rush as the dominant species. There are several conservation lands nearby, including the EEL Program's Kaboord Sanctuary. The SMC approved 1st and 2nd Majority Votes on this property on February 16, 2006 and June 20, 2006, respectively. It is within the high priority zone identified by the SMC and the purchase price is within appraised values.

MOTION EIGHT

Kim Zarillo moved to approve submitting the Joyce Johnson property contract to the Board for their approval.

Paul Schmalzer seconded the motion.

Additional Discussion

Randy asked if there was addition public comment on this item. There was none.

The motion carried unanimously.

PUBLIC COMMENT

None.

Additional Discussion

Keith provided update information on the status of the Boyd and Di Christopher property contract negotiations. Clarification was provided that a new motion from the SMC was not needed at this time.

Kim asked if the SMC could be provided with information relating to the amount of funds that were available for land acquisition at the next meeting.

Paul asked if the SMC could be copied on Agenda Reports when they were sent to the Board and if the SMC could receive a copy of the April 24, 2007 Board meeting.

NEXT MEETING:

Staff will poll the SMC to determine if May 23, 2007 would be a convenient meeting date for a majority of the members.

ADJOURNED:

The meeting was adjourned at 2:15 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to approve the February 27, 2007 minutes as amended.
- Motion to approve the April 6, 2007 minutes as presented.
- Motion to approve submitting the Nevins Fruit Company property contract to the Board for their approval.
- Motion to approve submitting the Vero Pittsburg Partners, LLC property contract to the Board for their approval.
- Motion to approve submitting the Joseph J. Jefferys, Jr. property contract to the Board for their approval.
- Motion to approve submitting the Myron Taylor property contract to the Board for their approval.
- Motion to approve submitting the John and Gloria White property contract to the Board for their approval.
- Motion to approve submitting the Joyce Johnson property contract to the Board for their approval.

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Approved June 27, 2007

**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
May 10, 2007
Attendance List**

RECREATION AND EDUCATION ADVISORY COMMITTEE MEMBERS

Bob Champaigne
Jim Durocher
Murray Hann
Karen Hill
Eve Owens
Mark Nathan
Beverly Pinyerd
Paul Saia

SUB-COMMITTEE MEMBERS

Barbara Meyer, Brevard County, Bicycle/Pedestrian Trail Program Coordinator
Paul Schmalzer, Selection and Management Committee

EEL PROGRAM STAFF

Xavier DeSeguin des Hons
Brad Manley
Judy Gregoire
Mike Knight

GUESTS

Susan Gosselin, Brevard County Natural Resources Management Office
Suzanne Valencia, citizen

*“Protecting and Preserving Biological Diversity
Through Responsible Stewardship of Brevard County’s Natural Resources”*

*May 10, 2007
Approved August 9, 2007*

**ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE**

**May 10, 2007
Meeting Minutes**

CALL TO ORDER:

Murray Hann called the meeting to order at 6:05 PM.

PUBLIC COMMENT:

None.

ADDITIONAL DISCUSSION:

Mike Knight, EEL Program Manager, provided information on recent issues involved with the request for a paved linear trail as part of the Management Plan for the Malabar Scrub Sanctuary. He clarified that the REAC Committee had moved to support the public access portion of the plan as presented by staff, which included a paved linear trail placed on an existing dirt fire break which runs along the east side of the sanctuary, near Marie Street. Mike explained that the EEL Program's Selection and Management Committee (SMC) passed a motion approving the Management Plan, but with the caveat that the paved, linear trail be located on the existing, four lane concrete road that runs through the middle of the sanctuary. He also explained that staff made a recommendation to the Board of County Commissioners (Board) to locate the trail on the east side of the sanctuary, instead of on the existing concrete road. During the Board meeting, Commissioners Scarborough and Nelson expressed their desire to have the item tabled for further consideration. There was a final vote by the Board of 4 to 1 to approve the Management plan as presented by staff, with Commissioner Nelson voting no.

Eve Owens stated that her motion to approve the public access portion of the plan had been made with the understanding that the SMC would be supportive of the plan. Mike clarified that it was his opinion that even if the issue came back before the EEL Program's REAC and SMC committees, for additional review, it would have ended up in the Board room anyway. He expressed his opinion regarding the need to revise the EEL Program's Sanctuary Management Manual (SMM) to provide greater clarification on the approval process for Management Plans.

Clarification was provided that the joint meeting between the REAC and SMC which had been planned for both committees was cancelled because initial input from the SMC indicated the concept of the paved trail would be considered favorably.

Mike explained that the primary reason for Staff's recommendation to locate the trail on the east boundary fire line was because there was a long history of inconsistent communications regarding the trail that contributed to the current alignment of the trail.

Paul Schmalzer clarified that the EEL Program's Land Acquisition Manual (LAM) clearly stated that the Board can either approve or disapprove an acquisition that is recommended by the SMC, but they can not buy something that has not been recommended by the SMC

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and followed the established land acquisition process which includes SMC final approval of the contract terms and authority to submit to the Board. Paul said that this process came from the 1990 EEL Program referendum. He explained there was a very similar referendum in 1989 without a science based advisory committee to make decisions which did not pass.

Mike stated that was a good point and that we needed to make sure that the same type of language was in place from a Management Plan standpoint.

Barbara Meyer stated that she had been involved in the process from the beginning and that she wanted to clarify that there were times direction was received by County Administration and it was important not to think that previous Program Managers were acting on their own.

Murray Hann stated his opinion that he felt that it was appropriate for the Board to make this type of decision and that in future years, people would look back and wonder why the issue was so controversial.

Paul Schmalzer stated that neither Duane nor Anne had brought the issue of a request for a paved linear trail to the SMC in the past and that he did not know if they had been directed to do so, or not, and, that he had a great deal of respect for them both, but, not taking that information to the SMC had been an error in judgment, as neither of them had the expertise to make that decision on their own without consulting the SMC.

Paul Saia said that he had a copy of the Resolution that formed the REAC Committee at the meeting and, not to minimize the REAC group, that REAC was an advisory committee to the SMC, which was staffed by professionals. He said that it was a good idea to have a sounding board for citizen' s input.

Mike stated that one of the reasons the REAC Committee had been brought to life was to facilitate the exchange of information. He said that now the Program was working with a clean slate and that what happened in this case would not be representative of issues in the future. He said that in the future when trails are considered for the south part of the County, and those things start to come up, the Program can go through the process the way it was meant to be done.

Paul Saia asked if there was concern that management of new acquisitions would be an issue due to the possible budget cutbacks.

Mike explained that it was anticipated that some of the management activities would be shifted to staff, but that it was expected that what was needed could still be accomplished.

MINUTES:

The March 24, 2007 minutes were presented for approval.

Murray asked for comments to the March 2007 minutes.

MOTION ONE:

Eve Owens moved to approve the March 24, 2007 minutes as presented.

Bob Champaigne seconded the motion.

The motion carried unanimously.

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ADMINISTRATIVE REVIEW:

Status update on past REAC motions – Brad Manley

Brad Manley reviewed each of the previous motions from the REAC Committee relative to public access plans and provided an update for the status of each.

- November 2005: Jordan Scrub Sanctuary
Update: The management plan for the Jordan Scrub Sanctuary has been approved by the Brevard County Commissioners. Staff worked with a volunteer Americorps team to complete and sign the trail system. One section north of the larger pond was re-routed around a wetland. At the southern end of the property, the blue trail was re-routed, utilizing an old fence line, and old, existing trails. This separates the trail from the fireline which will run along the southern fence line. This provides a better quality trail that will not be subject to management activities associated with the fire line. This is the section of trail that could possibly be used as an unpaved connection to the South Brevard Linear Trail if it follows Marie St. south of Malabar Road.
- January 2006: Dicerandra Scrub Sanctuary
Update: Management plan has been approved by SMC and BOCC.
- January 2006: Micco Scrub Sanctuary
Update: Simplified trail system has been redesigned and mapped by staff.
- August 2006: South Beaches
 - Maritime Hammock Sanctuary Trail
Update: Staff worked with an Americorps team to essentially complete the trail extension and construct two foot bridges. The trail will be opened when native plantings in the restoration area have had time to become established.
 - Barrier Island Sanctuary Trail
Update: Staff worked with an Americorps team to complete the trail on the east side of A1A and connect the ADA boardwalk to Bonsteel Park.
- March 2007 Malabar Scrub Sanctuary
Update:
 - *March 2007 - REAC endorsed the plan based on input from the SMC.*
 - *April 2007 - SMC passed a motion recommending the trail be sited along the existing concrete boulevard in order to minimize disturbance to the Sanctuary.*
 - *May 2007 – After taking input from staff, committee recommendations, and Citizens, BOCC approved the Management Plan including the paved linear trail as recommended by staff.*
 - *The partnering entities involved in the project have begun the planning process.*

REAC REPORTS

Eve thanked the EEL Program staff for their assistance with the ribbon cutting ceremony for the Palm Bay Boundary Canal Trail in April.

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AGENDA ITEMS

North Buck Lake Scrub Sanctuary Proposed Public Access Plan

Judy Gregoire, Land Manager for the EEL Program' s North Region, provided information on the Public Access Plan for the North Buck Lake Scrub Sanctuary. This 165± acre sanctuary was purchased in 2001. It is adjacent to the 9,000± acre Buck Lake Conservation Area (BLCA) which was purchased by the EEL Program in partnership with the St. Johns River Water Management District. As part of the planning process for the North Buck Lake Scrub Sanctuary, stakeholders were identified and invited to a recreation assessment public meeting which was held on April 3, 2007. Comments from the public have been received and documented. The recreational plan (as presented at the public meeting) includes:

- Parking area at the end of Cinnamon Teal Drive
 - Walk through gate for hikers, bikers, and horseback riders (no horse trailer parking)
 - Equestrian trailer parking available at BLCA off SR 46 in Mims.
 - Walk through gate on the southern boundary provides access to BLCA.
- 2.3 miles of hiking, biking and horseback riding trails
 - Trails double as fire breaks
 - Effects of multiple uses on trails will be monitored
- Core Conservation Area (marked with boundary signs)
- Boundary fire lines will be identified as non-hiking areas
- Education interpretive signs
 - At parking area
 - Along trails
 - Kiosk at BLCA walk through to identify the legal activities on each side of the fence.

Judy also provided updated information on properties which are adjacent to the North Buck Lake Sanctuary that are under consideration for acquisition.

Comments received at the Public Meeting included:

Paul Schmalzer confirmed the presence of a rare plant *Lechea divaricata* at the North Buck Lake Sanctuary.

- Concerns from neighbors that heavy equipment needed to construct the trailhead parking area would damage the concrete roadway, which is already cracked and damaged.

Clarification was provided that road impact assessments would be done prior to any work being done.

- Concerns from neighbors that the trailhead would attract inappropriate use in the form of late-night parties, etc.

Clarification was provided that inappropriate use tends to decline as areas are fenced and use will be monitored.

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- The primary concern expressed by the neighbors in attendance was that traffic to the trailhead would pass by their homes.

Staff has researched options for placing the trailhead at either Hog Valley Road or on Cinnamon Teal Drive including:

- Hog Valley Road Trailhead

Pros

- *Sufficient space for parking exists with careful planning to allow firebreak access.*
- *The substrate is more solid than Cinnamon Teal Drive – possibly easier to construct parking.*
- *The route to the trailhead is more direct by two less turns.*
- *Traffic would flow past approximately three homes.*

Cons

- *The trailhead would be across the street from at least two homes and would be in view of their front windows/yards. (View is currently woods, EEL Program fence and gate)*
- *Not close to the center of the trail system – is at the western end.*
- *Extension of the paved road required.*
- *Possibly creating a more welcoming area for inappropriate use.*

- Cinnamon Teal Road Trailhead

Pros

- *Larger, more disturbed location for parking.*
- *Good firebreak access could be readily configured.*
- *There is buffer of several vacant lots between the trailhead and homes – neighbor's view would not change.*
- *Assuming pending acquisitions of adjacent lots are accomplished (high probability) there may be options to site the trailhead without extending the paved road.*
- *Close to the hub of the trail system, allowing access to loops of various lengths.*

Cons

- *The driving route to the trailhead is less direct by two turns. Traffic would flow past approximately seven homes.*
- *More potential for damage to roadway by construction traffic.*

Judy explained that other upcoming goals for the North Buck Lake Scrub Sanctuary Include:

- Guided Hikes
- Volunteer Workdays
- Surveys for plants and animals
- Prescribed fire

Eve asked if there was data related to current use of the sanctuary.

Judy explained that they do not have formal documentation of use, but there appears to be a few visitors a week. Fence repairs due to inappropriate activity on the site are still

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required several times monthly. It is anticipated that as the sanctuary gets a designated trail head and receives more visitors, the inappropriate use will be reduced.

Clarification was provided that restroom or other fixed buildings are not anticipated for this sanctuary and that this site would be a good alternative for citizens who wanted to visit a nature sanctuary in the area that was not impacted by the seasonal hunting at Buck Lake Conservation Area.

MOTION TWO

Bob Champaign moved to support the North Buck Lake Sanctuary Conceptual Public Access Plan as presented by staff.

Paul Saia seconded the motion.

The motion carried unanimously.

Helen and Allan Cruickshank Sanctuary Proposed Public Access Plan

Brad explained that Scott Taylor, Land Manager for the EEL Program's Central Region was not able to attend the meeting, but that the group would be revisiting a request for bike use as part of the proposed recreation plan for the Cruickshank Sanctuary. He stated that when the REAC Committee had previously reviewed the proposed public access plan, there was a motion for staff to reconsider bike trails, which did not pass because it received a split vote of 4 to 4. Subsequently, staff reevaluated the request anyway because the point of the REAC Committee is to receive public input. He explained that some of the things that were evaluated were environmental impact to endangered plant and animal species, and what type of volume might be expected. The original determination to not include biking as an approved activity at the Cruickshank Sanctuary was largely based on the fact that the trails are frequently wet and consist mainly of sugar sand, which does not usually provide for a pleasurable biking experience. Also some of the trails are placed along fire breaks and when the fire breaks are maintained, they are returned to mineral soil making biking difficult.

The Cruickshank Sanctuary is a 140± acre sanctuary located on the north side of Barnes Blvd. in Rockledge. It is a Category 2 site which provides for minimal improvement with simple trail heads. Brad showed the group pictures of a Florida Scrub-jay and a young Gopher Tortoise which were taken at the Sanctuary. He reported that although Scrub-jays had disappeared from this location in the past, it is estimated that 6 families have returned to the area as a result of restoration efforts.

Bob Champaign stated that he had voted against allowing bike trails at Cruickshank at the previous meeting, but that he might be agreeable to allowing biking if it was not advertised as a suggested activity.

Murray stated that he had received e-mails from a couple of citizens who lived in the area in support of bike use on the sanctuary.

Beverly Pinyerd stated that she lived near the Cruickshank Sanctuary and that it was the only EEL Program sanctuary in the Central Brevard mainland area. She said that civilization has run native animals out of almost every other place in the area as a result of high density and overdevelopment. She expressed her concern related to possible impacts to the sanctuary as a result of the possible widening of Barnes Blvd. to four lanes. She said

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that she had visited the Cruickshank recently and had been pleased to see that Scrub-jays have returned to the area. She expressed her opinion that Cruickshank was a good place to go birding, but that the general area was becoming too populated and that she was absolutely against biking at that location.

Mark Nathan stated that he had visited Cruickshank since the last meeting and that after further consideration he would not be supportive of bike trails, a hardened parking area or restrooms as it was a small site with existing populations of endangered animals and plants. He expressed the importance of the EEL Program' s vision of a place for wildlife, and native plants and animals, and his feeling was that our footprint there should be small because it was first and foremost a wildlife area.

Jim Durocher stated that he had voted against allowing bikes at Cruickshank last time and that he had also visited the property since the last meeting to gain additional information. He stated that he agreed with Beverly and Mark that the sanctuary was too small to allow bikes and that someone might walk the trail one time and enjoy it, but a biker would have to go around the small trail several times to get any exercise. Jim also said that the area was an island of protected land in the middle of thousands of people and expressed his concern that large bike groups might use the sanctuary, which could result in a negative impact. He said that it was his opinion that no biking should be allowed there.

Paul Saia said that the Cruickshank Sanctuary was one of the only areas in District IV that had been purchased by the EEL Program and expressed his support for additional acquisition in this area.

Paul Schmalzer stated that the Program had been trying to purchase additional property in this area for a long time, but that it was difficult to compete with the speculative development market. He reminded the group that the EEL Program is a willing-seller program.

Brad provided overview information on the anticipated County Storm Water Project and Request for a Maintenance Easement at the Cruickshank Sanctuary.

Paul Saia said that he did not think that bikes were appropriate for the Cruickshank Sanctuary at this time, but that the City of Rockledge had expressed a desire for a possible cooperative effort in recreational planning in the future and he suggested that information on this possibility be included in any motion that was made.

Clarification was provided that if circumstances change, it would be possible to consider an amendment to the Management Plan in the future.

Beverly expressed her pleasure with the trails and signage that have recently been completed as part of an Eagle Scott project. Brad informed the group that all the interpretive signs put up by the Scouts had recently been destroyed by vandals but that staff had plans to replace the signage.

MOTION THREE

Mark Nathan moved to support the Cruickshank recreation plan as originally presented by staff, for hiking only, with educational information on site and parking limited to a soft surface.

Beverly Pinyerd seconded the motion.

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Discussion

General discussion ensued.

Murray clarified that there was a motion on the table that had been seconded, and asked for a vote.

The motion passed, with 5 positive votes, Murray Hann and Eve Owens voting no, and Karen Hill abstaining.

Murray stated that he had voted no because he is aware of citizens who use this location as a biking destination.

Eve stated that she had voted no because she felt that the Program had not heard from all the stakeholders.

Paul Saia stated that his vote was not anti-bike, but that he felt that at the present time, there were many pending issues that could impact the sanctuary and that if things settled down, perhaps the issue could be reevaluated.

Thousand Islands Sanctuary Proposed Public Access Plan

Brad provided overview information on the Thousand Islands property in Cocoa Beach. The EEL Program is involved with two general areas. The Crawford property has been acquired. A second ownership is under contract.

These properties are being purchased through a cooperative effort between the EEL Program, the City of Cocoa Beach, the St. Johns River Water Management District, the Conservation Fund, and a Florida Communities Trust (FCT) Grant. In order to submit the paperwork for the FCT grant, a preliminary Management Plan must be in place. This plan has a recreational component. Brad explained that the REAC Committee was being requested to review the preliminary recreational component of the Management Plan, so that the FCT grant could be submitted, with the understanding that a more detailed plan would be reviewed in the future, along with a possible field trip to the site. Jim Durocher offered assistance with the field trip.

Brad reviewed the tentative recreation plan:

- Clear/treat exotics: re-vegetate with native species.
- Ramp Road Park in Cocoa Beach will be the center of launch activity.
- Fourth Street Park in Cocoa Beach will have opportunities for trails and connectivity to Ramp Road with, with a possible overlook.
- Activities on/around the Thousand Islands may include:
 - Kayak and canoe trails
 - Landings
 - Overlooks
 - Hiking trails

MOTION FOUR

Eve Owens moved to support the concept for the recreational component of the Thousand Islands Management Plan with the understanding that it will come back to the Committee for detailed review at a later date.

Mark Nathan seconded the motion.

The motion carried unanimously.

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COMMITTEE MEMBER COMMENTS

None.

PUBLIC COMMENT

None.

NEXT MEETING:

The group discussed a date for the next meeting. Brad explained that an August 9, 2007 date would put the committee on schedule for a quarterly meeting. It was determined that the next meeting should be held at the Viera Government Center.

MOTION FIVE

Paul Saia moved to schedule the next REAC Committee meeting for August 9, 2007.

Eve Owens seconded the motion.

The motion carried unanimously.

ADJOURNED:

The meeting was adjourned at 8:30 PM.

SUMMARY OF MEETING MOTIONS:

- **Motion to approve the March 24, 2007 minutes as presented.**
- **Motion to support the North Buck Lake Scrub Sanctuary Public Access Plan as presented by staff.**
- **Motion to support the Cruickshank Sanctuary recreation plan as originally presented by staff, with hiking only, education information on site, and parking limited to a soft surface.**
- **Motion to support the concept for the recreational component of the Thousand Island Management Plan, with the understanding that it will come back to the Committee for a detailed review at a later date.**
- **Motion to hold the next meeting on August 9, 2007.**

Memorandum

To: Mr. Chris O'Hara, Brevard Co. EEL Program

CC: ARC
Keith Singleton, DEP DSL OES
Carolyn Kindell, FNAI

From: Vickie Larson, ARC Member

Date: 10/3/2007

Re: Comments regarding Malabar Scrub Sanctuary Management Plan Final Draft 2007

The following are questions, format and technical comments regarding the Malabar Scrub Sanctuary Management Plan Final Draft 2007.

General Format comments:

- 1) inconsistency in the use of capitalization in referencing Tract 1 and Tract 2. These are proper nouns as used in the report therefore they should be capitalized.
- 2) incorrect use of and or. Please do not use these two words next to each other; select the most appropriate for the sentence.
- 3) inconsistency in referencing species. Convention is common name with italicized scientific name in parenthesis. After the scientific name has been given the common name is used without scientific reference. In many locations, the scientific name has been repeated. Only the common names of bird species are capitalized. Common name of Florida Scrub-jay, not jay or scrub jay (p 25-26). See p 17 paragraph 7. See p 23 paragraph 4. See p 24 paragraph 6. See p 32 paragraph 2 and 4.
- 4) Line spaces needed between: p 18 paragraph 3 and 4, p 19 paragraph 1 and 2, p 37 between header and paragraph 4. See p 42 paragraph 2 and 3.
- 5) Section III. SITE DESCRIPTION AND LOCATION (p 5) Please include reference to Tract 2 road easement that bisects the property that is not owned by the state or county (refer pg 30).
- 6) b. Geology (p 9-10) last line of last paragraph reference should read Swain, et. al. 1995. All lines of the text quote from Paul Schmalzer should be indented.
- 7) b. Vegetation (p 17) Fifth paragraph replace "plant" communities with "natural" communities. FNAI Classification is for natural communities.
- 8) b. Vegetation (p 17) paragraph 1 Figure 6 should be capitalized.
- 9) Figure 6. The Blvd is incorrectly characterized as ruderal, should be road.

- 10) b. Vegetation (p 23) paragraph 4. Move to the beginning of the natural community descriptions (p 17).
- 11) b. Vegetation (p 23) paragraph 4. Three invasive species are listed on p 36 but are not listed here. Also refer to item 2 regarding species name conventions.
- 12) d. Designated species Animals What are T&E mammal species on-site? Florida mouse is listed in Appendix D but not mentioned here.
- 13) d. Designated species Reptiles and Amphibians Please reflect the status change for the gopher tortoise. Eastern indigo and Florida pine snake listed in Appendix C not mentioned here. Paved trail is not mentioned as planned on-site development. No mention of the impact of paved trail on gopher tortoise.
- 14) d. Designated species Birds Page 25 paragraph 6 last line should read...open sandhill habitat, so the selective timbering...
- 15) d. Designated species Birds Page 26 there is no mention of wading bird species, sandhill cranes and use of sanctuary by migrants. All of these species are listed in Appendix B.
- 16) a. Archeological (p 18) Has DHR been contacted to conduct preliminary survey?
- 17) c. Land-Use History (p 28-29) Paragraph 5, line 2 extra space after Resolution Trust Corporation. Paragraph 5, line 9 Should read ... "the internal roadways are evident." Page 29, paragraph 1, line 1 no indentation. Spell out WGML.
- 18) d. Public Interest (pg 30) Paragraph 2, line 9 Appendix J should be capitalized.
- 19) A. Natural Trends (p 30) Paragraph 3. Water quality is mentioned as a primary natural trend influencing the diversity of the site; however, it is not discussed in the section.
- 20) A. Natural Trends (p 30) Paragraph 6. Figure 12 is cited prior to Figures 10 and 11. The core conservation area is mentioned but the context of the paragraph in this section is not clear.
- 21) A. Natural Trends (p 31) Paragraph 2. How does communication with Dave Breininger assure viability of Florida Scrub-jays? Please comment on how MSS management will address the natural trend in Florida Scrub-jays.
- 22) B. Human-Induced Trends (p 31) Paragraph 5. Management and Education Center is mentioned without reference to proposed project site. Later in the document it is states that the proposed facility sites are on Figure 12. No proposed site locations have been presented. I cannot approve the Management and Education Center facility in management plan without information on site location.
- 23) B. Human-Induced Trends (p 31) Paragraph 6. Why is pave trail necessary in addition to the existing Blvd? Plan states that, "EEL will not be responsible for construction or management of the paved trail." Who would be responsible and what is their affiliation with DEP DSL? Details of this arrangement must be presented and verified to assure all compliance with statements within the management plan. The total width of planned paved trail impact equals 16 ft. This is wider than is necessary for a firebreak. This is wider than is necessary for biking.
- 24) B. Human-Induced Trends (p 31) Paragraph 6. Line 11. correct word "within"

- 25) B. Human-Induced Trends (p 31) Paragraph 5.
- Who are the representatives of this Greenways and Trails project? Is this part of the Florida Greenways and Trails system?
 - Is the North Boundary Canal Trail within the MSS property boundary?
 - Statement unclear “The extension of paved trail south from the end of phase II is planned along the eastern boundary of MSS with the possibility of the paved section be routed around the out-parcel.” Should phase II be phase I in this sentence?
 - The out-parcel has been identified as a proposed acquisition in Figure 3. Why would you make a trail around this parcel significantly fragmenting it from contiguous habitat if you intend on acquiring it?
 - How do you pave a 12’ wide, 4800’ long road without impacts? What are the secondary impacts related to this bike traffic? To consider this recreational activity within the MAA the use impacts must to be described and the specific responsibilities identified between EEL and other parties?
 - North section of the paved trail is not an existing firebreak according to Figure 10?
 - Where will the fence around MSS be place in relationship to the paved trial?
- 26) Figure 12. Trail heads are not labeled on the map. Describe the physical type of trails and then label them by the type of permitted activity. This map is too confusing to understand clearly. Each trail should be labeled by recreational use category and trail name. What is access trail? It is not mentioned anywhere.
- 27) Figure 10. Do you plan to build a firebreak adjacent to the North Boundary Canal Trial? The firebreak in this area is shown as proposed.
- 28) B. Human-Induced Trends (p 31) Paragraph 6. Carrying capacity must be determined. You have identified human-induced trends as a problem yet your management plan intends on creating more.
- 29) a. Permitting (p 33) There is no mention of mitigation that would be required for the paved bike trail except in Appendix J “Letter from the Program Director” where Mike Knight offers suggestion for mitigation. Why is this not mentioned within the context of the management plan?
- 30) b. Other Legal Obligations (p 35) Paragraph 5. Legal obligations with other parties have not been adequately defined to approve a pave trail “road” within the MSS.
- 31) a. Fire (p 36) Paragraph 1, line 6. Replace “will” with “is”.
- 32) c. Habitat Restoration (p 37) Paragraph 6. Is the CCA the primary location for habitat restoration? What do you plan to do? This section is very vague. I suggest identifying some specific areas and stating your plans for restoration. I see more development in this plan than restoration or management.
- 33) c. Habitat Restoration (p 37) Paragraph 7. This statement does not relate to restoration. This statement is also in consistent with other statements in the management plan. As stated previously the proposed location of the facility must be identified.

- 34) F. Public Access and Passive Recreation (p38) Horseback Riding and Mountain Biking. How do you justify closing off trails when negative impacts are seen but agree to pave a section that actually imposes impacts? Which trails will mountain bikers use? See comments for Figure 12 Item #26.
- 35) F. Public Access and Passive Recreation (p 42) Paragraph 1, line 1. Plan states that the impacts for the proposed facilities and amenities are minimal yet they have not been defined anywhere in the document. It seems clear that passive recreation can be obtained, including the use of mountain bikes, without a paved trail.
- 36) F. Public Access and Passive Recreation (p 42) Paragraph 2. The proposed sites for the education and management center are not on Figure 12.
- 37) GOAL: CONSERVATION OF ECOSYSTEM FUNCTION Strategy 3 Protect communities from deleterious impacts deriving from external influences. The paved trail as proposed does not comply with this GOAL or its underlying strategies and actions.
- 38) GOAL: CONSERVATION OF NATURAL COMMUNITIES Strategy 4 and 5. The MSS management plan does not adequately address the actions within these two strategies regarding restoration. More specific information on restoration needs to be addressed.
- 39) GOAL: ASSESSMENT OF CARRYING CAPACITY OF NATURAL RESOURCES Strategy 10. The MSS Management plan does not adequately address the actions within this strategy. The both primary and secondary impacts related to public use must be evaluated to assure that the sanctuary can handle this high use that has been described and planned. Don't wait until after facilities and amenities are in place to determine that the impacts are detrimental to the resources.
- 40) GOAL: GENERAL UPKEEP AND SECURITY OF THE PROPERTY Strategy 13. These actions cannot be comprehensive considering the vague management strategy related to the proposed trail. For example, is fencing planned for the east side? Will the paved trail be outside the fence? I am not convinced that all these points have been considered.
- 41) Please review the Management Policy Statement and the Management Prospectus within the Brevard Coastal Scrub Ecosystem (Appendix F p 65). The paved trail as proposed does not meet the primary goals for management of the Brevard Coastal Scrub Ecosystem.
- 42) Appendix J "Letter from the Program Director". EEL has not followed the recommendation provided by their Selection and Management Committee in addressing the paved trail. Information provided in Appendix J regarding management options were not addressed in the management plan. Other options for locating the paved trail were not adequately examined prior to EEL comment on the South Brevard Linear Trail. MSS and EEL are under no obligation to provide this amenity as proposed in this management plan.



MEMORANDUM

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To: Chris O'Hara, South Region Land Manager,
Brevard County EEL Program
From: Carolyn Kindell, Managed Areas Biologist
Date: October 10, 2007
Subject: Comments on Malabar Scrub Sanctuary Management Plan

Thank you for receiving these comments.

Since acquisition of most of this property in 1994, the number of resident Florida scrub-jay groups has declined due to degradation of habitat from lack of management action, primarily lack of prescribed fire. Although the site certainly lacked proper habitat management prior to acquisition, please address in the plan text why the Florida scrub-jays continued the decline since the property came under County management. It would be helpful to identify the barriers to managing for Florida scrub-jay to date, and what the county has done to address those barriers.

The plan needs an action under Strategy 7, page 45, to implement a Florida scrub-jay habitat management plan for the site. The current plan does not adequately address how this site will be managed for Florida scrub-jays, or how often and to what level of detail the population will be monitored. Do Florida scrub-jay monitoring and habitat management plans exist? If so, please add more detail from them into this plan (for example, include timeframes for restoration and monitoring activities, and reference the plans – or append them to this plan. If such habitat restoration and monitoring plans do not exist, then establishing such should be specific action items under Strategy 7.

The plan states the Core Conservation Area was designated due to its ecological significance (pg 30). The area is mapped as scrubby flatwoods natural community, which is indeed ecologically important. However, according to our data, the eastern portion of the Sanctuary supports numerous rare species, including Florida scrub-jays. The plan should explain in more detail what the Core Conservation Area designation means in terms of management and land use, and why other areas, that appear to be very important ecologically were excluded from this designation.

We are very concerned about the lack of approval of this plan by the County's Selection and Management Committee, apparently due to a lack of thorough understanding of the impacts of a proposed paved trail on the eastern side of the Sanctuary. We advise that the plan not commit to installation of such a



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facility until the ecological ramifications, particularly with respect to Florida scrub-jays habitat, have been fully examined and understood by the SMC. Placement of such a facility on the edge of the property seems appropriate; however I recommend that the USFWS be consulted to determine whether or not mitigation for scrub-jay habitat is warranted.



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Tracking Florida's Biodiversity

Acquisition and Restoration Council (ARC)
Public Hearing Summary

Agenda

PUBLIC HEARING: Thursday, October 11, 2007
TIME: 9:00 a.m.
LOCATION: The Department of Environmental Protection
Conference Room A, Marjory Stoneman Douglas Building,
3900 Commonwealth Boulevard, Tallahassee, Florida.

Present: Mr. Lane Green, Vice-Chair and Citizen Member; Ms. Vickie Larson, Citizen Member; Ms. Chris Klena, Citizen Member; Mr. John Browne, Division of Forestry (DOF); Mr. Gary Cochran, Florida Fish and Wildlife Conservation Commission (FWCC); Mr. Albert Gregory, Division of Recreation and Parks (DRP) Department of Environmental Protection (DEP); Mike Wisenbaker, Division of Historical Resources (DHR); and Mr. Grant Gelhardt, Department of Community Affairs (DCA).

ARC Staff Director, Mr. Jim Farr, Division of State Lands, DEP.

ITEM 1:

Announcements

Mr. Farr announced two upcoming public meetings for stakeholders to discuss the future of and successor to Florida Forever.

Mr. Wisenbaker announced that Ryan Wheeler would be the Department of Historical Resources (DHR) representative in December 2007.

Mr. Farr announced that there had been a request to take up Item #10 as soon as the St. Johns River Water Management District (SJRWMD) people arrived.

Mr. Farr announced that a workshop would convene immediately following the adjournment of the ARC meeting on Friday. The purpose would be to discuss possible options for prioritizing projects on the Florida Forever list.

OLD BUSINESS

ITEM 2:

REQUEST: Consideration of August 15, 2007 and August 16, 2007 public hearing and meeting summaries.

With one minor correction on attendees, the summaries were moved to the consent agenda by a motion of Mr. Cochran, seconded by Mr. Wisenbaker, and unanimously approved.

NEW BUSINESS

LAND ACQUISITION

BOUNDARY MODIFICATIONS

ITEM 3:

REQUEST: Amend boundary of Florida Keys Ecosystem Florida Forever Project to include approximately 8.6 additional acres with a tax assessed value of \$6,286,220 (FNAI GIS acreage: 8.17 acres.)

Location: Monroe County

Mr. Cochran said this application was being cosponsored by FWCC and the Trust for Public Land (TPL). This parcel's availability had come to FWCC's attention recently and they believed it to have important natural resources warranting its inclusion in the Florida Keys Ecosystem project. Mr. Bob Guido, TPL, made the presentation on the amendment, using resource information from Randy Grau of FWCC. Mr. Guido noted the following:

- The 8.5 acre property is in the Lower Keys. At MM17, take Hwy 939 S to the old state road.
- It is adjacent to the Keys WEA, has 730 feet of beach front, a 2386 square foot house built in 1990, and a fish camp comprised of four cabins that was visited numerous times in the 1930's and 1940's by President Truman.
- There is documented turtle nesting on the site that has sandy beaches for them, as well as for shorebird nesting. Sandy beaches in the Lower Keys are not common.
- The previous landowner's best friend was Harry Houdini.
- The back porch was knocked down during Hurricane George, but the rest of the house was in good shape.

Mr. Gregory asked Mr. Cochran what the FWCC planned to do with the old structures.

Mr. Cochran said it would depend on DHR's guidance and insight as to their historic value and relevance.

Mr. Gregory reminded everyone that this project highlighted the critical need for housing in the Keys and Mr. Cochran agreed. Mr. Gregory said that the staff was being priced out of their houses and (DRP) was bussing people from Homestead to work in Keys parks. Mr. Cochran said they face the same issues. Even the FWCC staff that has lived on the Keys for some time will be retiring at some point, and at that time, whoever takes their place will have an impossible time finding housing in the Keys. The most modern structure on the site would be suitable for staff housing or visiting research scientists ---- another important need not only in the Keys, but around the state. This is a need because long-term research projects are difficult to conduct or fund without some sort of housing.

Mr. Gregory asked what FWCC would plan to do with the Australian pines on the property. Mr. Cochran could not give a specific answer. Generally, since they are invasive, they would be removed, but in this particular case and area they had some other uses, as well. The issue of how to deal with them is a little more complicated. Mr. Gregory said there was a big debate about cutting down the Australian Pines at Fort Zachary Taylor State Park. Mr. Cochran agreed that it was a sensitive issue and that many saw these trees as a historic part of the landscape,

as well as the largest (tallest) trees in the Keys. He said that many people prefer them to the native vegetation.

Mr. Cochran confirmed to Ms. Klena that FWCC was willing to commit to the degree they could, depending on funding and other commitments. FWCC has actively been working the Florida Keys Ecosystem project focusing on areas where Florida Forever is not. He said they would go through the process of putting it on their FWCC acquisition list in this case, though they have no other Florida Keys parcels in their additions and inholdings list.

Mr. Browne asked, if FWCC doesn't consider it an essential parcel, is it something FWCC would be looking forward to in the future to perhaps create additional housing on it? Mr. Cochran replied that he did not know of any such plans, though he couldn't deny it would not come up later. Their focus was restoration and preservation of existing habitat. They would use existing housing, not create additional housing.

Mr. Guido mentioned the Trust for Public Land could do the real estate transaction and that they should not wait four or five months to get started (the time it would take to get it on the additions and inholdings list.)

Mr. Cochran said that there was no issue as far as the commission in that it met the statutory criteria. He was fairly confident it would be approved, but there would be a wait, since they meet every two months. Mr. Farr said that the amendment wouldn't become a part of the project until approved by the Governor and Cabinet anyway. Dr. Brock added that they had started appraisal before Governor and Cabinet approval, but in the current fiscal climate, Division of State Lands (DSL) is more wary. Also a 42 acre parcel acquisition on Boca Chica (in the Keys) was on an upcoming cabinet agenda. He thought the full amount that was set aside for the Keys has been committed. Without additional funding, they did not intend to spend any more in the Keys.

Mr. Gelhardt made a motion to add this item to the consent agenda, Mr. Wisenbaker seconded the motion, and it was unanimously approved.

LAND MANAGEMENT

LAND MANAGEMENT PLANS

ITEM 4:

REQUEST: Consider an initial 10-year Management Plan for Matanzas State Forest

Location: St. Johns County

Mr. Farr noted that this was the first 10-year plan, not an update. There were no comments submitted about this plan prior to the meeting.

Mr. Cochran commended DOF on the plan, particularly the habitat management. The reintroduction of gopher tortoises might be warranted when the habitat could support more.

Ms. Klena made a motion to add this item to the consent agenda, Mr. Gregory seconded the motion, and it was unanimously approved.

ITEM 5:

REQUEST: Consider an initial 10-year Management Plan for Malabar Scrub Sanctuary.

Location: Brevard County

Mr. Farr introduced this plan, noting that it was managed by Brevard County Environmentally Endangered Lands Program (EEL).

Mr. Mike Knight, Program Manager for the EEL, said he wanted to comment on the location of the education center. There were two potential sites they would indicate that on a map. The second was elaborating on the restoration plans for the site, addressing more than decreasing the amount of pavement on the property. They intend to reduce the vegetation some so that they can manage fire more effectively.

Ms. Suzanne Valencia, Sierra Club, said that her group has been a strong supporter of the EEL because it is science-based and decisions on acquisition and management are approved by the selection committee. She objected to paving a 12-foot trail because there was already a wide concrete boulevard – part of a subdivision that was not built- running north to south through the sanctuary. The fire break area is also open sandy habitat for scrub jay, gopher tortoise and other scrub habitat species. Paving the area would require additional space for impoundments for storm water runoff. The selection and management committee had voted to submit the current plan, minus the paved trail. However, the county commission' s decision was to send the plan that contained the new paved trail.

Ms. Maureen Rupe, representative for Partnership for a Sustainable Future, a coalition of 17 environmental and community-based groups, followed Ms. Valencia. She said their concern was that EEL did not follow the established process for site management plan approvals specified in their own sanctuary management manual, and that it might set a bad precedent for the EEL program.

Ms. Amy Tidd, Chair of Preserve Brevard, said her citizen committee got the 2004 referendum put on the ballot and their chief selling point was that this was a science-based program. The county commission' s only role was to approve or not approve acquisition. She said the science-based design did not include this trail but it was in the plan before ARC, and she would prefer the trail be deleted.

Ms. Klena asked if the trail had to be 12 feet wide and was told that it was a requirement of the DOT funding that it be that wide. The EEL asked to be involved with the design to see if it would be possible to get a waiver on the width, but does need it to be wide enough to drive fire vehicles on it. Ms. Klena asked why the boulevard couldn' t be used. Mr. Knight said that the trail drops out at Malabar Road and there is not enough right-of-way to add a trail the half mile from Malabar Road over to Marie Street.

Mr. Knight said that historically, when the trail was discussed, the idea of the trail running down the boulevard was rejected in favor of coming down the Marie Street right-of-way and avoiding bifurcation of the park. Since that time, the determination was made that the right of way is insufficient width for the trail.

Mr. Gregory asked where the trail would go to future trails further south if the trail came down the old boulevard, if that' s what the science and management group recommended. Mr. Knight said it would have come down the boulevard, then along Malabar Road to Gladder Road, then meet up with Marie Street and go south from there. He said he was unsure of the adequacy of the right of way along Gladder. He said this has become a politically charged issue in Brevard County.

Mr. Knight said the intention was to keep the bike trail within the existing footprint of the fire road. Also, if it is a paved trail along the edge of the refuge, it could be maintained by money coming from outside the EEL program.

Ms. Larson suggested the trail be of natural composition, such as crushed rock. Mr. Knight said he feared such a trail would be torn up by fire engines using the fire road during prescribed burns, and cause even more disturbance than paving it. But Ms. Larson said the existing sand trail seemed to hold up well under occasional traffic.

Mr. Cochran, from the FWCC, said Brevard County had done a good job of environmental stewardship, but said the county had not made enough effort to let county residents vet this proposed management plan.

Mr. Gregory moved that the item be placed on the Acquisition and Restoration Council (ARC) for consideration but not on consent and Mr. Gelhardt seconded the motion. It was approved by a 6-2 vote.

ITEM 6:

REQUEST: Consider an initial 10-year Management Plan for Jordan Scrub Sanctuary.

Location: Brevard County

Mr. Knight stated that he would answer any questions, and that they would make the changes in the plan (previously discussed) that was requested by Ms. Larson.

Mr. Gregory asked about parking and whether it would be onsite or offsite. Mr. Knight said that they were working with the City of Malabar to provide parking; to put it on site would require destruction of habitat.

Ms. Klena made a motion that the item be placed on the consent agenda. Mr. Gregory seconded the motion and it was unanimously approved.

To accommodate some out of town speakers, item 10 was taken up next.

ITEM 7:

REQUEST: Consider a 10-year Management Plan update for Jennings State Forest.

Location: Clay and Duval Counties

Mr. Cochran commended DOF on this plan and thought that, based on its natural community types, it might be suitable as a site for re-introduction of gopher tortoises as restoration continues. He noted that the plan did not contain a summary of their management advisory group meeting results and was told that they would be happy to provide it and that they normally put it in the plan. Mr. Cochran asked that they add that as an appendix.

Mr. Gelhardt made a motion to place the plan update on the consent agenda, Mr. Cochran seconded the motion, and it was unanimously approved.

ITEM 8:

REQUEST: Consider a 10-year Management Plan update for Topsail Hill Preserve State Park.

Location: Walton County

Mr. Cochran commended them for an excellent plan, but wondered why the parameters of the protection zones designated around the dunes were not expanded in scope, considering the high sensitivity of this system.

Mr. Scruggs, DRP Planning, responded that wetlands are identified as protection zones, and what was reflected in the plan was the wetland community boundaries. He said that they had included sandhill within a protection zone before, when Mr. Cochran asked about that. The purpose of the protection zone was to indicate areas that were not suitable for future development as far as the DRP was concerned. He said that, because of the scale of the protected zones in this park, there were very few areas for public access in the future, so they did not want to put the delineations for the protected zones any further back from the lake edge. Mr. Cochran said he understood that; he just wanted to know if there were any plans for development, considering the sensitivity of the area.

Mr. Cochran made the motion to place this item on the consent agenda. Ms. Klena seconded the motion and it was unanimously approved.

OTHER LAND MANAGEMENT ISSUES

ITEM 9:

REQUEST: Consideration of the Annual Land Management Review Team findings.

COUNTY: Statewide

Mr. Keith Singleton, Office of Environmental Services, noted the following:

- 25 sites were reviewed in FY 2006-2007. All were being managed for the purposes for which they were intended and all but three were being managed in accordance with the adopted management plan.
- St. Lucie Inlet Preserve State Park was not in compliance with their plan because of a dredge pipeline easement running through the Maritime Hammock that was not addressed in the plan.
- Haw Creek Preserve was not in compliance with their plan because of limited access – only by boat, though the private marina. This was because the property was acquired through a donation from Union Camp Corporation in 1976. Public or legal public access was not granted or given at that time. Mr. Gregory said it was to be set aside as wilderness area and be protected from development for all time. There is a gentleman's agreement with the adjacent landowner for the park rangers to access the site by land, but no one else.
- Doris Leeper Spruce Creek had already been brought before the ARC at a previous meeting. The concern had been how the management of the historic resources was being handled.

Mr. Green asked whether these sites were found not in compliance from a management standpoint were to be brought back to ARC. Dr. Brock said that the statutes require that the reports be brought to ARC for acceptance. As an advisory council to the Board of Trustees ARC can listen and make recommendations to the manager, but the report goes to the Board

and it will have to be explained to them why the actual management is not in compliance with the plan. He said that if ARC wanted to do anything more than accept the report, he was not sure what legal authority they had other than to advise the Board and the agencies. Mr. Green said he was not looking to expand their authority.

Mr. Gregory noted that, in the Haw Creek plan, it is stated “ Until a suitable upland access to the preserve can be established and a long-term commitment to funding and staffing are made, no new activities or facilities are recommended.” Mr. Cochran asked how the team found it out of compliance. Mr. Singleton said there was no easy access and that the team felt since it was public land there should be. He noted that the statutes specifically ask about public access. Also, prescribed fire, which is a management tool that could have been applied on the site, had not been.

Dr. Brock said that DRP had made the assumption that they were not in compliance because of the lack of public access. As land management review team coordinators, the statutes tell us to ask those two management questions, and the teams make that decision as a consensus decision, but the team does not explain why they come to that conclusion. He said that a strategy was being developed for following up when a team votes for noncompliance on a site and for making the whole process more objective. It will be less up to the discretion of which manager speaks up and leads the team toward specific conclusions.

He suggested that since Mr. Wisenbaker had been on the Haw Creek review he might have some insight.

Mr. Wisenbaker said he thought the main problem the one who voted against the compliance issue had was that the upland parcel had not been burned. A second problem was the fact that there was no staff dedicated to the site.

Mr. Green noted that the park wanted to give this to the water management districts (WMDs). Mr. Gregory said that the DRP had discussed it in the past and that the WMDs had their own difficulties managing the property they owned that was further south. Mr. Christiansen, St. Johns River WMD, said that there had been discussions and they had just done a management plan on adjacent properties and that one strategy in it was to continue to work with the state. They hadn’ t figured out the solution to some of the access issues but thought there was a way to resolve them. They planned to work through this in their next five-year cycle – no guarantees, but they were willing to try.

Ms. Larson, Mr. Green and Ms. Klana thought there should be some side statement to the Board on this plan and site that highlights the fact that the management plan did specifically state that there would be no active management, that the management problems were being addressed in concert with the WMD and there was no resolution for it yet.

Dr. Brock agreed there was no prohibition against ARC making comments.

Ms. Larson was wondering, if a management plan comes before ARC that doesn’ t include an easement that should have been included in the plan, what was the process that DSL could go through to work with the agency to develop an amendment to the plan? She also wondered about consistency and what knowledge the management team on that site visit had of those changes that had been made by amendment, as opposed to the plan originally adopted by ARC. Mr. Singleton said that, as coordinators, the Office of Environmental Services (OES) gives the team as much information as possible, including amendments. It was not necessary for an agency to do an entirely new plan, incorporating the amendments each time; issues were addressed and added to the file each time they came up, and provided to the team.

Dr. Brock said that the managing agency was required to address the review team findings in

their next update of the plan. If an activity violates the purpose for which the property was acquired to the point that the management needs to be changed, DSL has the authority to revoke the lease and issue that management lease to another entity, but that has never happened.

Ms. Larson clarified that she was just asking how easements were processed. She recommended that there be some sort of DSL documentation of acceptance or denial - communications that could be shared with the management review team. Her concern was that “ institutional knowledge” that was communicated to the team could not be consistently passed on.

Mr. Gregory’ s response was that since the land management agency has to consider the land management review findings in their next plan, ARC could reinforce the team member findings when that plan is next updated. That would put ARC on record about the review team findings.

Ms. Larson said that she was mainly concerned that the DRP was inappropriately found noncompliant when they said that they did not intend to do active management; she was glad we had wilderness. Concerns would be addressed at the next management review.

Ms. Larson made the motion to accept the reports as presented and move the item to the consent agenda. Mr. Cochran seconded the motion and the motion passed unanimously.

ITEM 10:

Request to ensure that a 50-year Water Utility Transmission Easement to the City of Daytona Beach through Bennett Swamp that is located within the Tiger Bay State Forest is in compliance with the Board of Trustees’ Linear Facilities policy.

Location: Volusia County

Mr. Doug Dufresue, representing Tetratek, made the following comments: (check name)

- The project is a water utility transmission line through Bennett Swamp.
- SJRWMD requirements include Daytona Beach implementing a wetland impact avoidance plan.
- One part of that plan is enhancement of four wetland sites in the vicinity of Bennett Swamp, one 80-acres site using reclaimed water.
- SJRWMD also requires that infrastructure to convey 4 million gallons per day of reclaimed water to the western reclaimed water storage by the beginning of 2008.
- The plan is to bring lines through Bennett Swamp for the reclaimed water and also to provide for a redundant system of potable, raw and waste water lines, only disturbing the area one time. Redundance enhances the ability to provide reliable services and protect health, safety, and welfare.
- Daytona Beach looked at alternate routes for the locations of the lines, because it’ s not sensible to place redundant lines along the same route as the other lines; if something happens in that area and you lose these services, you’ re likely to lose the redundant service lines as well.
- The existing lines provide water services to a couple of correctional institute facilities over here that need to have continuous waste water (since they can’ t leave.)
- There is an existing corridor that averages 42 feet wide through Bennett Swamp. DOF uses the easement/corridor as access and to help maintain fire protection.
- About .two acres would be disturbed in this proposal that are wooded; the city wants to replace that two acres with1.6 acres of higher value wetland species and narrow the places in the corridor that are currently wider.

- They have designed a narrower corridor to minimize damage to the resources of the swamp.
- The city also offers to install five to ten fire hydrants to help with fire management and access gates at the ends of the easement to discourage non-service vehicles and an additional \$80,000 to DOF in the form of road construction, wetland restoration and/or reforestation.

Mr. Christiansen noted that the city had responded well to the concerns of both the regulatory and proprietary arms of the WMD. This piece is jointly owned by the district and the state, so the city went to DOF and the district when they needed the easement. Their analysis determined that there was not a reasonable alternative and the district had put it to the test and found it credible. He said that, for the unavoidable impacts, they had proposed good mitigation and compensation. The project would provide a benefit to the water resources of the region by rehydrating some wetlands and some shallow aquifer recharge functions to the area. He was advocating that the city be granted the easement.

Ms. Larson asked what the potential impacts to new development would be since the city would be offering water resources in an area that potentially had none along that route.

Mr. Poucher, Utilities Engineering Manager for Daytona Beach, noted that they had some problems providing water to this area and this would allow them the service the area better. He said they had been forced to turn down sewer service to applicants out in the Lake Road area and the Consolidated Tomoka Land Company had been unable to develop due to lack of service. The thought was that if the easement was granted they could strengthen all aspects of the system.

Mr. Cochran said that he recognized that this route was the best route for the proposal, but he would like to have seen a discussion in the application of the other sites they looked at and why there were not acceptable (impediments, etc.) He would like to have seen that in the backup material. He was told that the prior plan would have been to go along any other existing roadways and there were no other roadways that would bring water to that location.

Mr. Cochran asked whether the compensation was based on an easement fee or was it going to accrue to the DOF separate from that. Mr. Farr responded that since this was a public easement the easement fee was waived.

Mr. Green asked Mr. Browne if DOF had suggested the fire hydrants or was that someone else' s idea. He wanted to know if they would be of benefit to DOF. Mr. Browne did not know where the idea had come from, but they thought it was a great idea; the area has a high fuel load and the water table is low.

Mr. Gelhardt made the motion to place the item on the consent agenda, Ms. Klena seconded the motion, and it passed unanimously.

Item 12 was then taken up.

ITEM 11:

Request to ensure a 50-year easement in favor of Florida Power & Light Company for an electric transmission and distribution easement is in compliance with the Board of Trustees' Linear Facilities policy.

Mr. Richard Brightman, representing Florida Power and Light, answered Mr. Gelhardt' s question as to whether there was an existing utility line down Micco Road. Mr. Brightman said there was a distribution line and explained that this request was not the relocation of an existing

distribution line, but the addition of a new transmission line; the existing line would remain. However, this would provide authority to move that line if that should become necessary in the future in accomplishing a widening of Micco Road, as well as provide for the installation of a transmission line further away from the road right of way.

Mr. Cochran expressed a wish to hone this process so that there can be a fairly rigorous alternative site analysis and impact assessment associated with any application like this. It would be useful to have a list of what alternative sites were considered, why they were inferior or unacceptable, and what the impacts were in association with those sites, as well as these. He felt that it was not enough to have a statement to ARC that there are no alternatives or that a review of alternate sites was conducted. He recognized that each request was a unique set of conditions. He said that these would be considered on a statewide basis at some point. When looking at the input and output measures, there should not be a reduction in the net conservation acreage that the Board of Trustees holds. He preferred the acquisition of replacement habitat to other positive benefits because of the net conservation acreage considerations/inventory.

Mr. Farr agreed with Mr. Cochran that replacement land was the first preference when at all possible. The second preference was long-term, permanent restoration. After that, whatever else is most permanent for the land.

Mr. Brightman said that acquiring the inholdings marked on his map would take a willing seller, and there were "indications that these are willing sellers". He did not know which of the parcels would be acquired, but said that replacement lands were the direction that he had been steered when looking for offsets.

Ms. Larson expressed some concern about small parcels until she was told that The Nature Conservancy (TNC) had already evaluated this list of parcels and found them desirable for conservation purposes.

Mr. Green said he was in favor of the no net loss policy that had been discussed.

Mr Wisenbaker made the motion to move this to consent, Mr. Cochran seconded the motion, and the motion passed unanimously.

ITEM 12:

REQUEST: Consideration to ensure a private access and utility easement within Blackwater River State Forest, 1,118 square feet (0.03± acres), is in compliance with the Board of Trustees' Incompatible Use of Natural Resource Lands Policy.

Location: Okaloosa County

Ms. Jan Ray and her brother, Mr. Larry Allen, and their three siblings inherited 159 acres that was to be divided equally. Ms. Ray said that the road had migrated somewhat since her father originally bought the property and the county took it over and began maintaining it. A strip of land had been created between the public road and their father's property meaning that there was no legal access. They began looking at how to legally access the property from the road without destroying trees or habitat, checking first with a neighbor who declined to swap two acres with them. They had worked with the Division of Forestry and were asking for ARC approval to get this taken care of.

Mr. Green asked what kind of plans the siblings had for the property and was told that everyone was planning to keep it, and maybe harvest the trees in 15 years. Mr. Allen said it was a tree farm, but had once been a row crop farm.

Mr. Gelhardt asked if this county maintained road was paved and was told it was not; that if it had been, the county would have taken all the land all the land the petitioners were asking for. Mr. Gelhardt noted that there was one house on the land, which was the home place, where one of the brothers lived. He noted a hiatus north of the county road that might extend all the way down and that would be hard to manage. He wondered if DOF could look at those areas in hiatus that were throughout the forest at one time. He recognized, however, that the petitioners were trying to be good stewards. Mr. Browne said they were working on 100' s of situations like this one.

Mr. Browne noted that Blackwater River State Forest had once been federal lands, acquired in the 50' s and 60' s. There are more than 300 boundary discrepancies they' ve noted thus far and this particular request was a cleanup.

Ms. Ray added that the road department was in the process of looking at these boundary issues and thought it might be an advantage to the state to widen the road and let it serve as a fire line since it' s been so dry.

Mr. Green asked if this easement request would take care of all the siblings' access concerns and Mr. Allen said it did. Ms. Ray said that another unrelated family had built a place next to their dad' s property line and they had to get a letter of permission, so everyone that builds on that road may have the same problem.

Mr. Browne reminded them that the road was probably the property line 30 years before; the locations of dirt roads are somewhat weather-dependent.

Ms. Klena made the motion that the item be placed on the consent agenda, Ms. Larson seconded the motion, and it was unanimously approved.

The next item heard was Item 14.

ITEM 13:

Request consideration of a sublease between the Florida Fish and Wildlife Conservation Commission, as sublessor, and the Citrus Research and Education Foundation, Inc., as sublessee of approximately 197.7 acres of citrus groves in the Royce Ranch Unit of the Lake Wales Ridge Wildlife and Environmental Area.

Location: Highlands County

Mr. Farr introduced this item. Mr. Cochran followed by saying that this was not their normal procedure for dealing with citrus groves. In 2002, IFAS' Citrus and Research Foundation had an agreement with FWCC to do some research, but not long-term. With long-term purposes in mind, the FWCC felt a formal sublease would be necessary. IFAS will do their research and, since FWCC is interested in restoration of areas, IFAS will also be looking at issues related to restoration of groves and reducing impacts of nutrient, pesticide and herbicide loads that are often associated with citrus operations. They will restore the site by the end of their sublease (2045) and will be obligated to restore the entire site even if they make the decision to terminate their research early. This might be necessary if the trees are destroyed in a freeze.

IFAS will report annually to the FWCC on the status of the research and the property and the groves.

Dr. Browning, with the Citrus Research and Education Foundation, provided the following information:

- IFAS has the largest research facility in the world dedicated to citrus and Florida is one of the most efficient and productive citrus producing areas in the world.
- Most of the research sites IFAS has for citrus are small --- smaller than this site --- demonstration scale.
- Their research focuses a lot on integrated pest management.
- Conducting research on actively managed private groves with a grower cooperators compromises the ability to control the variables in an experiment.
- This property has the appropriate soil environment to do research on nutrition, irrigation management, tree growth, and all other parameters as well as the integrated pest management.
- The life span of a citrus tree could be 100+ years, but a grove is a perennial forest, with 1 to 2 percent attrition per year. In a commercial production setting they would reset trees periodically.
- The intention of IFAS and the Foundation would be to continue with the access to the lease and the research on the site as long as it makes sense in terms of their mission, the health of the site, and the desires of the FWC.

Mr. Wisenbaker raised the point that there was an archeological site on the Royce unit called Royce Mound. He was reassured by Dr. Browning that this area would not be disturbed. Dr. Browning said that it was outside of the area of the lease, that the manager knew about it, that it was surrounded by trees and there was no roadway or walkway to it.

Dr. Brock asked if FWCC had an estimate of how much revenue stream would be lost by not operating this grove as a private entity might. He said he thought it a valid cause, but this would be management funding that would have gone to FWCC. Mr. Mossman, FWCC, said that the maximum they would get out of it annually if it were in production would be 20,000 and that was probably on the high side. Mr. Brock wondered if that was management money they didn't need, and Mr. Cochran said they DID need it.

Dr. Brock explained that this got at the issue the Division of State Lands gets hit with by the Legislature all the time. The sentiment was that we were buying lands that included property we didn't need. He noted that, in this case however, this is an interior parcel for Lake Wales Ridge, so we probably do need to keep it, even if it's not in a desirable condition from a resource perspective. He said the original principle would have been to use those revenues gained from the continued operation of the grove for doing the restoration. Understanding that restoration of the land under a grove to its natural condition is expensive, will the outcome of this sublease offset the costs of restoration?

Mr. Cochran said that they have to restore the site, regardless of what other work they do there. Restoration is costly, upwards of \$20,000 per acre and costs are likely to increase over time. They also have to commit to doing everything to reduce the nutrient load, the herbicide and pesticide load to minimize damage to the surrounding systems. Another benefit the FWCC would receive from this was their commitment to conduct research on restoration and assist in restoration of areas with xeric soil, providing valuable information to all managing agencies about transitioning grove acreage into natural communities.

Mr. Browning added that they intended to reinvest all that they could back into the research. He said that they had put \$20,000 into the installing a well last year, and are putting \$50,000 into the automation of some irrigation systems associated with their research.

Mr. Gregory said that it sounded as if they were planning to do their research and "work their way out of a grove over the time of the sublease, and they were obligated to restore the land, regardless. Mr. Browning and Mr. Cochran agreed with that assessment.

Mr. Gregory asked if there had been a land management review of Lake Wales Ridge WEA and was told that there had been.

Ms. Klena made a motion to place the item on the consent agenda, Mr. Wisenbaker seconded the motion and it passed unanimously.

ITEM 14:

Request to ensure that a 50-year Electric Utility Easement to the City of Ocala across Silver River State Park and Cross Florida Greenway is in compliance with the Board of Trustees' Linear Facilities policy.

Location: Marion County

Mr. Farr introduced this plan for a transmission line to the City of Ocala that would cross the Silver River State Park and the Cross Florida Greenway.

Mr. Joe Switt, City Real Estate Officer for Ocala, said this line enhances and replaces an older line supplying the forested area of Marion County. Its size and changes in state roads along the route require easements for guy anchors for the new line. He said the city has used self-standing poles in some critical areas to minimize the need for guy anchors. DEP staff asked for compensation, he said, by some details of the anchor design and management along the right-of-way, and by also providing \$100,000 of in-kind improvements within the park, including installing a solar-electric system.

Mr. Switt said he was asking for two modifications, and prefaced this by saying he had not yet had a chance to submit his plan to the city manager or the city council. He said the city does not mind paying fair value for the easements along Baseline Road and SR 40, but he said the city does not have a means to hire for work to be done on non-city property. He suggested the city could instead pay the Citizen's Support Organization for the improvements, which would be overseen by the DRP. Mr. Switt did say the city could help with installing the underground electrical lines necessary for the improvements.

Ms. Chris Klena asked where the \$100,000 estimate came from. Mr. Albert Gregory said he thought the city had agreed with the DRP that the estimated cost would be \$100,000. He added that DRP cannot accept money through the Citizens Support Organizations (CSOs) or spend such money. Mr. Gregory added that if the city hasn't yet agreed to spend \$100,000 for burial of power lines and other work, perhaps this item should be withdrawn. He also added that the \$100,000 figure as a best estimate of what would be fair.

Mr. Switt said he wasn't sure how the money could be passed to such a project and that if a CSO is not the answer, he would be willing to find another way it could be done. Mr. Gregory summarized that the problems are that DRP thought the city would support \$100,000 of improvements for the park, and that the city would have difficulty in the way of contracting for the improvements. He said DEP should wait until the Ocala City Council can review this proposal.

Mr. Cochran spoke about concerns that the city council has not approved the city's participation in the project, and asked what problem there would be in delaying this issue. He also added that if the city were to pay the state for the easements, there would still be the problem of how to properly channel compensation for the easements to the park.

Mr. Switt said in response to a question that he would be willing to withdraw his request pending council approval. Michael Poucher, also representing the City of Ocala, said this would

delay construction pending ARC approval in December. Ms. Larson said that in future agendas the staff should advise ARC members if proposals from a city or county government have been approved by a council or commission.

Mr. Wisenbaker made a motion that the item be deferred. Ms. Klena seconded the motion and it was unanimously approved.

INFORMATION

ITEM 15:

REQUEST: Consider the annual update on status of conservation easements.

Mr. Farr noted that there are 51 conservation easements covering 129,645 acres. He said there had been one violation this fiscal year – an owner cut a 300-400 foot ditch through a cypress wetland to drain it into a cattle pond, but it did not work as he thought. That was not in compliance with the easement and it has been filled in again. The cypress pond is so dry that there is soda apple growing in the middle of the pond.

Mr. Green observed that the cost was about \$1100 per acre on the conservation easements, but the administration's feeling was that easements should all have public access. That was not always easy to do with conservation easement land and it will have to be addressed eventually.

Mr. Cochran recalled an earlier discussion about whether conservation easements would withstand a Marketable Records Title Act (MRTA) challenge - whether conservation easements could be extinguished via that act. He wondered if a determination had been made.

Mr. Farr said that there had been no such determination and that there was still disagreement among the legal staff. Another question was whether there is a difference between the conservation easements and the land protection agreements that are used for the Green Swamp. MRTA specifically mentions conservation easements but there is no mention of land protection agreements. He said that one way of thinking about it was that these sites were being actively monitored annually and access easements can be erased if no one uses them. Still, we are continuing to monitor them, which could demonstrate use in the legal sense.

Mr. Green said that Tall Timbers is doing what it takes to ensure that their easements don't get extinguished in 30 years, but that whether monitoring a conservation easement counts as "use" was a question that remained unanswered.

Mr. Farr said that DSL Counsel said there was little case law on conservation easements nationwide.

Mr. Gelhardt asked if any easements had transferred ownership in this year and was told by Mr. Farr that two properties had changed hands. There were no problems. He thought that the new owners called him to make sure that the activities they wanted to do would be acceptable.

Mr. Gelhardt asked about the effect of the financial difficulties Cypress Gardens was having on the management of the property. Mr. Farr said that there were no problems, to his knowledge.

ITEM 16:

Florida Fish and Wildlife Conservation Commission - Gopher Tortoise (FRIDAY ONLY)

ITEM 17:

(A) Office of Greenways and Trails – South Tampa Greenway Management Plan – 14 acres

(B) Division of Forestry – Amendment to Etoniah State Forest Management Plan to allow a composting toilet at a primitive campsite.

There were no questions about these items and no actions were taken.

GENERAL ISSUES

ITEM 18:

REQUEST: For October 11, 2007 only

Receive public comment on general land acquisition and management issues not included on this agenda.

No public comment not otherwise noted on the agenda.

****NOTE: October 12, 2007 ONLY: Following the Council meeting there will be a Workshop to examine techniques for changing the process by which the Council prioritizes projects for acquisition.**

Mr. Farr summarized the actions of the day. Everything was on the consent agenda except for Item #5, Malabar Scrub Management Plan, which was on the agenda for further discussion and consideration, and Item #14 was deferred until the December meeting. A workshop would be held immediately following tomorrow' s meeting.

Mr. Cochran moved that the public hearing be adjourned, Mr. Wisenbaker seconded the motion, and the motion was unanimously approved. The meeting concluded at 3:30 p.m.

Acquisition and Restoration Council (ARC) Council Meeting Summary

Agenda

PUBLIC HEARING: Friday, October 12, 2007
TIME: 9:00 a.m.
LOCATION: The Department of Environmental Protection
Conference Room A, Marjory Stoneman Douglas Building,
3900 Commonwealth Boulevard, Tallahassee, Florida.

Present: Mr. Lane Green, Vice-Chair and Citizen Member; Ms. Vickie Larson, Citizen Member; Ms. Chris Klena, Citizen Member; Mr. Fred Gaske, Division of Historical Resources; Mr. Michael Long, Division of Forestry; Mr. Bob Ballard, Department of Environmental Protection; Mr. Ken Haddad, Florida Fish & Wildlife Conservation Commission; and Ms. Janice Browning, Department of Community Affairs.

Mr. Jim Farr, Department of Environmental Protection, ARC Staff Director

ITEM 1:

Announcements

Mr. Green reminded all that a workshop would be held immediately after the meeting. Mr. Farr added that there would also be public workshops on October 22 and 29th, each to discuss the successor program to Florida Forever. The 22nd meeting would be held in Tallahassee and the 29th meeting in Tampa.

Ms. Deborah Poppell, Acting Director for Division of State Lands (DSL), added that there had been one meeting already with agencies and another agency meeting would be held on the upcoming Monday. She also noted that there was consensus that a successor program was urgently needed and that the Department had tried to lay out for consideration all the strategies, purposes, incentives and management needs they could think of. She concluded by saying that a summary of the upcoming workshop being held immediately after ARC would be sent out by email.

Mr. Ballard encouraged ARC members to attend the stakeholders meeting because their input was quite important. He also said that ARC could have a broader input in how the successor program would look to leaders if they participated in the development of the new program.

OLD BUSINESS

ITEM 2:

REQUEST: Consideration of August 15, 2007 and August 16, 2007 public hearing and meeting summaries.

Approved on consent agenda.

NEW BUSINESS

LAND ACQUISITION

BOUNDARY MODIFICATIONS

ITEM 3:

REQUEST: Amend boundary of Florida Keys Ecosystem Florida Forever Project to include approximately 8.6 additional acres with a tax assessed value of \$6,286,220 (FNAI GIS acreage: 8.17 acres.)

Location: Monroe County

Approved on consent agenda.

LAND MANAGEMENT

LAND MANAGEMENT PLANS

ITEM 4:

REQUEST: Consider an initial 10-year Management Plan for Matanzas State Forest

Location: St. Johns County

Approved on consent agenda.

ITEM 5:

REQUEST: Consider an initial 10-year Management Plan for Malabar Scrub Sanctuary.

Location: Brevard County

Mr. Farr opened discussion on this item by reminding the members that the issue was a paved trail along the eastern boundary.

Mr. Haddad said that FWC's concern was that the plan was missing a good, detailed siting plan for facilities, with maps and a discussion of the impact on the resources. He noted that it was a fairly sensitive site, environmentally. His preference would be that the county go back and develop this aspect a bit more, as this is what led to the controversy about the trail, as well as other issues that would arise over time. FWC was not arguing about access, but just wanted the plan to be in the shape to allow ARC to approve it with confidence.

Ms. Larson said that she had asked the county (Mike Knight, Endangered Lands Program Brevard County) to show the facilities on the map and some other things. She recommended that, since Mike had agreed to make the change, the ARC could approve it with the one contingency that the trail itself would be more thoroughly reviewed and that the full site design be brought back to ARC. Her perspective was that there had been a lack of communication in the plan, and that they could fix that.

Mr. Haddad expressed some concern about a pre-approval, considering the controversies involved. Ms. Larson said that she would support a deferral in that case.

Mr. Green said there were two issues he knew of – the paved trail and the facility siting map. Ms. Larson said that she had commented on the absence of specified restoration targets on the property itself.

Mr. Haddad moved to defer the plan and that the noted deficiencies be addressed and included in the plan for ARC' s review and approval at a future meeting. Mr. Ballard clarified that a deferral brings it back at the next meeting; a withdrawal allows you to bring it back whenever they want.

Mr. Farr summarized the list of what additions ARC would like to see: more details on facility siting with a map, targets for restoration, more analysis of the paved trail and where it should go, a detailed design of the trail (including permitting requirements), and impacts of the trail and facilities on the resources.

Mr. Farr noted that whether or not this would come up at the next meeting depended on the county. Mr. Knight noted that they did not prepare the plans, but would work to have the changes made as suggested.

ITEM 6:

REQUEST: Consider an initial 10-year Management Plan for Jordan Scrub Sanctuary ---

Location: Brevard County

Approved on consent agenda.

ITEM 7:

REQUEST: Consider a 10-year Management Plan update for Jennings State Forest---

Location: Clay and Duval Counties

Approved on consent agenda.

ITEM 8:

REQUEST: Consider a 10-year Management Plan update for Topsail Hill Preserve State Park

Location: Walton County

Approved on consent agenda.

OTHER LAND MANAGEMENT ISSUES

ITEM 9:

REQUEST: Consideration of the Annual Land Management Review Team findings ---

COUNTY: Statewide

Approved on consent agenda.

Land Management Review of Lake Kissimmee State Park (Polk County)

Land Management Review of Tenoroc Fish Management Area (Polk County)

Land Management Review of Bald Point State Park (Franklin County)

Land Management Review of Dr. Julian G. Bruce St. George Island State Park (Franklin County)

Land Management Review of Atlantic Ridge Preserve State Park (Martin County)

Land Management Review of Jonathan Dickinson State Park (Martin and Palm Beach Counties)

Land Management Review of St. Lucie Inlet Preserve State Park (Martin County)

Land Management Review of Suwannee Ridge Mitigation Park Wildlife and Environmental Area (Hamilton County)

Land Management Review of Suwannee River State Park (Hamilton, Madison and Suwannee Counties)

Land Management Review of Haw Creek Preserve State Park (Flagler, Putnam and Volusia Counties)

Land Management Review of Silver River State Park (Marion County)

Land Management Review of Paynes Prairie Preserve State Park (Alachua County)

Land Management Review of Alfred B. Maclay Gardens State Park (Leon County)

Land Management Review of Wakulla State Forest (Wakulla County)

ITEM 10:

Request to ensure that a 50-year Water Utility Transmission Easement to the City of Daytona Beach through Bennett Swamp that is located within the Tiger Bay State Forest is in compliance with the Board of Trustees' Linear Facilities policy

Location: Volusia County

Approved on consent agenda.

ITEM 11:

Request to ensure a 50-year easement in favor of Florida Power & Light Company for an electric transmission and distribution easement is in compliance with the Board of Trustees' Linear Facilities policy

Location: Brevard County.

Approved on consent agenda.

ITEM 12:

REQUEST: Consideration to ensure a private access and utility easement within Blackwater River State Forest, 1,118 square feet (0.03± acres), is in compliance with the Board of Trustees' Incompatible Use of Natural Resource Lands Policy---

Location: Okaloosa County

Approved on consent agenda.

ITEM 13:

Request consideration of a sublease between the Florida Fish and Wildlife Conservation Commission, as sublessor, and the Citrus Research and Education Foundation, Inc., as sublessee of approximately 197.7 acres of citrus groves in the Royce Ranch Unit of the Lake Wales Ridge Wildlife and Environmental Area.

Location: Highlands County

Approved on consent agenda.

ITEM 14:

Request to ensure that a 50-year Electric Utility Easement to the City of Ocala across Silver River State Park and Cross Florida Greenway is in compliance with the Board of Trustees' Linear Facilities policy.

Location: Marion County

Deferred until future agenda.

INFORMATION

ITEM 15:

REQUEST: Consider the annual update on status of conservation easements.

ITEM 16:

FWC - Gopher Tortoise (FRIDAY ONLY)

Mr. Haddad introduced Tim Breault, FWC Director of Habitat and Species Conservation Division (second largest in the agency and includes all the land management programs) to make the presentation on the gopher tortoise program. In this new program all the agencies FWC works with will be a partner, as will private and external interests.

Mr. Breault said that the program was called a conservation blueprint and was three years in development, with a stakeholder group that numbered over 400 individuals representing agencies, universities, private research facilities, and interested citizens. He provided the following information:

- The conservation goal of the program is to restore and maintain gopher tortoise populations throughout their current range in Florida.
- The four conservation objectives are: (1) develop appropriate habitat management on public conservation lands; (2) Increase gopher tortoise habitat protection – almost 1.2 million acres over the next 20 years, with half fee-simple acquisition and half

conservation easements through mitigation agreements; (3) Restock tortoise populations over the next 12 years in the right habitats as was done with wildlife programs in the 1920' s and 30' s moving 60,000 tortoises for conservation purposes over the next 12 years; and (4) Decrease tortoise mortality on lands proposed for development, as the commission will no longer allow incidental takings of tortoises through entombment or offsetting with mitigation monies. FWC will focus more on private lands where landowners will be compensated for maintaining tortoises on their land in perpetuity.

- In the past, wildlife has been an “ economic predator” for many landowners, in that rare and endangered species would be a liability and diminish the value of the land. Paying them to take the tortoises reverses that model.
- The program includes lots of conservation actions at all different levels, and a gopher tortoise program coordinator has been hired to coordinate these activities and ensure the success of the program.
- Gopher tortoises have been added to Florida' s list of threatened species, based on scientific assessment that has been peer reviewed.
- This is a living plan that provides direction, but will be modified based on research yet to be done, like the maximum number of tortoises that can be relocated at one time from an area, and the techniques of releasing them that increase the likelihood of them staying in the area you' ve relocated them.

Mr. Breault asked ARC to think about the need to provide additional protection of sandhill and xeric soil sites for the gopher tortoises and all the other species that live in areas like that. He also recommended a greater focus on management of state-owned conservation lands. Lastly, he wanted ARC to discuss the relative merits of putting in a land management review element that directly assesses how well gopher tortoise habitat is being managed.

Ms. Klena asked what landowners have to do to take care of gopher tortoises that have been moved to their land and whether they were told that the primary activities would be prescribed burning.

Mr. Green asked about the source of funding to compensate landowners for taking the tortoises and about how to put a value what were tortoises are worth. Mr. Breault said that they were still working on that and that it would probably be a free market thing, in a transaction between a landowner and a developer.

Mr. Green spoke of a similar effort with red cockaded woodpeckers, with a high figure per woodpecker. That aspect of the program never got off the ground because the program worked well enough without that. He asked if Mr. Breault was familiar with those discussions and he said he was.

Mr. Breault said that landowners accepting tortoises now were being paid between \$500 and \$1000 per tortoise relocated to their property, but that the amount depended somewhat on the quality of habitat management. It was FWC' s predilection to allow more tortoises to be relocated to a property that is well managed.

Mr. Haddad said that the state' s dollars were going toward significant reduction of incidental take permitting by entombment; FWC doesn' t anticipate it costing any more than a developer may be paying now when they are assessed a fee for incidental take.

Mr. Long wanted to know if state agencies like DOF could use Blackwater as a relocation site and receive funding for that. Mr. Breault said that they were tilting the scale toward private lands first, but they would also expect to work with recipient agencies.

Mr. Ballard asked if the 1.2 million was additional acreage and was told that it was. He wanted to know if the dollars would come from mitigation funds or would it come from Florida Forever

funds and was told it would be both. Mr. Breault said that that if FWC could acquire 14,000 acres a year over the next 20 years, that would give them the 600,000 acre figure for the full fee. He recognized that there was not a lot of funding, which was why they were looking at a small number of acres per year to acquire.

Mr. Ballard said this was exciting because of the upcoming discussions for the Florida Forever successor program. He said that 1.2 million acres was a lot of land to protect for gopher tortoises and that if you protected the land for them; there were a lot of other species being protected simultaneously. Prescribed burning is needed to manage for them and is productive for the ecosystem overall.

Mr. Ballard said that he would like to “ do everything we can in incorporating this plan into the new Florida Forever successor program” . He said it was a “ perfect match” and it may provide a way to stretch Florida Forever dollars farther.

Mr. Breault said that this was still a work in progress, with a desired future condition determined, but lots of details yet to be established. How will the habitat be assessed? Is it a high quality site? How does site quality fit in with how many tortoises an area can receive? People still need to be trained to do certified relocations.

Mr. Long asked that someone look at as DOF converts sand pine plantations into longleaf wiregrass ecosystems and help determine the point at which gopher tortoises can be re-introduced. He said he did not want to do it too soon, but also did not want to wait any longer than necessary. Mr. Breault agreed that there were still a lot of questions that needed to be answered, but having the outcome in mind was going to be of help in working with others to get the answers.

Mr. Long added that he did not want to negatively impact the success of the wiregrass introduction either.

Mr. Breault said that they had commitments from private landowners for over 100,000 acres – people who were interested in getting involved in this program. He said that a lot were timberland owners looking at converting slash pine to longer rotations and who may be able to support gopher tortoises more easily in that longer rotation.

Mr. Long noted that putting it on private land means that the lands are going to be kept in the kind of condition they’ d like to see it kept in, but there would come opportunities on public land as part of restoration projects.

Mr. Breault said that they wanted to incentivize private landowners enough that they would keep their land in agricultural operations or timber.

Ms. Larson asked what the conditions for a landowner’ s agreement would be and whether there was a model that they were using, or would they have to create a whole new type of agreement.

Mr. Breault said that he was working with two landowners as a pilot effort to develop the agreement format. It could be different from past efforts, perhaps more like an easement. He said they were looking at ways that easements purchased by the water management districts could have tortoises moved onto them.

Ms. Larson wanted to know if it was possible to include other species in the agreements in addition to the gopher tortoise. Mr. Breault said that managing for tortoises incidentally managed for red cockaded woodpeckers, indigo snakes and a whole host of other creatures. It is a habitat plan that accommodates the needs of close to 16 threatened or endangered species. It also helps grassland dependent birds.

Mr. Haddad said that there are a lot of landowners that don't want to put their land up for sale, but they're being forced into a box financially. They are looking for ways to keep their land. We need to look for ways that will allow them to diversify their revenue stream and remain solvent and get the benefits for wildlife.

Mr. Ballard said that he absolutely agreed with Mr. Haddad. He spoke of a wildlife management deal in Texas where someone inheriting a farm might choose to run it for wildlife management and keep their agricultural tax exemption. He said it had worked for Texas and could probably work for Florida.

Mr. Farr said that Florida now had almost 160,000 acres of land in conservation easements and land protection agreements, most of which were open cattle ranches with gopher tortoises on them. The state has been reluctant to require any active management because of liability issues, but this might be an overlay on top of those easements that would get them to manage more actively for optimal tortoise and other habitat.

Mr. Breault thought there were a lot of good options and this was a state plan as opposed to just an FWC plan, really. If they (FWC) had to do it by themselves, it would not get done; they do not have enough people or resources to do it alone. He said he had told the FWC Commissioners that if the staff knew how to fix the problem, they would have started already. There were creative ideas out there yet to be identified. This would be filled with adaptive challenges; they needed to be flexible and meet the needs of society as well.

Mr. Green commented that Dr. Sharon Herman and Craig Geirs were doing gopher tortoise research at Auburn, and that Tall Timbers' conservation easements include a prescriptive management plan for gopher tortoises – where they are, where they can be restored. Most of all, he wanted to say that all this fits into the upland ecosystem project that all the agencies are participating in.

Mr. Green said there were some public education problems with active management like Tall Timbers requires. Equestrians have been complaining about the areas where more frequent fire and thinning and hardwood removal have been done; they don't understand the science behind it. The public needs to be better informed on why trees are being cut down when there is concern with global warming and carbon sinks. They need to understand that trees are not being cut down just for the fun of it.

Mr. Haddad referenced Mr. Breault's request about adding a new element to the land management review process that takes into account the gopher tortoise management plan. Dr. Brock responded that the evaluation process already looks at management of every ecosystem on a site, including sandhill. Restoration issues and species management are already in the current process. He noted that a revision of the process was in the works. Keith was compiling the information that came out of the first meeting of stakeholders and there would most likely be another one. He told Mr. Haddad that this question would be kept in mind in developing this next iteration. He asked Keith Singleton if gopher tortoises (and habitat) were on a site, would the site be evaluated for gopher tortoise management as it is for other endangered species. Mr. Singleton said it would.

Mr. Haddad suggested that the key was to look at the elements of the gopher tortoise plan and its specific strategies.

Mr. Green was pleased that Mr. Farr was suggesting that the state might be able to require more frequent fire as part of a site easement. This is something that has been of concern to him. He wished FWC good luck with this project and told Mr. Breault that he (representing Tall Timbers) wanted to be part of it.

There were no more questions. Mr. Ballard moved to adjourn the meeting. Mr. Long seconded the motion, and the meeting concluded at 9:45 a.m.

ITEM 17:

(A) OGT – South Tampa Greenway Management Plan – 14 acres

Approved on consent agenda.

(B) DOF – Amendment to Etoniah State Forest Management Plan to allow a composting toilet at a primitive campsite

Approved on consent agenda.

GENERAL ISSUES

ITEM 18:

REQUEST: For October 11, 2007 only

Receive public comment on general land acquisition and management issues not included on this agenda.

****NOTE: October 12, 2007 ONLY: Following the Council meeting there will be a Workshop to examine techniques for changing the process by which the Council prioritizes projects for acquisition.**



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)
November 2, 2007
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Mark Bush
Ron Hight
Ross Hinkle
Paul Schmalzer
Kim Zarillo

EEL PROGRAM STAFF

Sandy Carnival
Laura Clark
Mike Knight
Chris O' Hara
Scott Taylor

THE NATURE CONSERVANCY

Keith Fountain
Anne Mayer
Rebecca Perry

GUESTS

Maureen Rupe, Partnership
Edward Slaney, Partnership
Doug Sphar, Citizen
Suzanne Valencia, Sierra Cub



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)
November 2, 2007
Meeting Minutes**

CALL TO ORDER:

Ross Hinkle, Chairman, called the meeting to order at 1:15 PM.

PUBLIC COMMENT:

None.

MINUTES:

The September 28, 2007 minutes were presented for approval. The August 31, 2007 minutes are incomplete.

Ross asked for comments to the September minutes. Paul Schmalzer noted that Page 8 should be corrected to clarify that the Centerlane Holdings property was located southwest of Micco Scrub Sanctuary and west (rather than north) of the St. Sebastian River Preserve.

MOTION ONE:

**Paul Schmalzer moved to approve the September 28, 2007 minutes as amended.
Ron Hight seconded the motion
The motion carried unanimously.**

ADMINISTRATIVE REVIEW:

The Administrative Review was discussed.

BOCC and ARC Update

Mike provided information regarding recent activities by the Board of County Commissioners (BoCC) and the Acquisition and Restoration Council (ARC) in Tallahassee including:

Thousand Islands, Reynolds Property Acquisition

The Reynolds portion of the Thousand Islands property acquisition was approved by the BoCC on October 23, 2007.

Hunters Brooke Property Acquisition

The Hunters Brooke property acquisition and conservation easement donation were both tabled by the BoCC during the October 23, 2007 meeting due to concerns raised by the Clerk' s Office. Mike explained to the SMC that the Clerk' s information was not presented to the BoCC, or to the EEL Program, until the morning of October 23rd, which prevented the Program from being able to provide a response during the Board meeting. The Clerk' s concerns and an initial letter of response from the EEL Program were reviewed during the meeting.

It is anticipated that these items will go back to the BoCC on November 13, 2007 after a final response from the EEL Program is completed, and additional information can be provided for the BoCC to review.

The contract price presented during the October 23rd Board meeting for the Hunters Brooke property was within the appraised values. During that meeting the EEL Program was directed to obtain updated appraisals for this property because there were concerns regarding the declining real estate market.

Mike explained that the Clerk' s information includes miscalculations and inaccurate information and he confirmed that a copy of the Clerk' s concerns and final EEL Program responses will be provided to the BoCC, the SMC, and the Procedures Committee (PC) when the responses are complete, and prior to the November 13th Board Meeting.

A copy of the Clerk' s concerns and the EEL Program' s October 29th and November 9th responses regarding the Hunters Brooke property are included as part of these minutes.

Ross commented on the importance of the EEL Program' s response being part of the public records and the critical timing issues related to the expiration dates of the option agreements.

Ag Ventures/Honeybrook Dev. and Scottsmoor Partners Properties Acquisitions

The Ag Ventures/Honeybrook and Scottsmoor Partners properties acquisition contracts are scheduled to be presented to the BoCC for review and approval on November 13, 2007. Contract prices are within the appraised values.

Dave Breininger informed the group that he has completed an analysis of how many potential Florida Scrub-jay territories could be contributed by these acquisitions. The addition, and proper management of these properties, could result in an increase of 34 - 49 additional territories, essentially doubling the number of potential territories in North Brevard. This is significant in terms of Scrub-jay recovery in this area.

Ross commented that after the Hunters Brooke property, the Ag Ventures/Honeybrook Dev. and Scottsmoor Partners properties were two of the most important acquisitions that have been put on the table and he suggested it would be beneficial if one or two of the SMC members could attend the Board meeting.

Paul and Kim stated they planned to attend the meeting. Ross thanked them for planning to attend and stated that in terms of biodiversity and conservation critical sites, these sites were highest priority.

Request for FPL easement at Micco Scrub Sanctuary

The BoCC approved the County portion of the FPL Transmission Line Easement on the Micco Scrub Sanctuary on October 9, 2007 and ARC approved the State' s portion on October 12, 2007.

SMC REPORTS

REAC Update

None.

Discussion, future SMC Activities

Ross mentioned that he had asked Mike for a few minutes during the meeting to discuss the next steps for the SMC. He stated that the primary goal of the Program is the protection of biodiversity, with education and passive recreation as additional objectives and that perhaps it would be beneficial to step back and take a look at the big picture in identifying where we are and where we need to go in ensuring that the goals of the Program are met.

EEL Program Selection and Management Committee Meeting

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Approved February 27, 2008

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Dave Breininger stated he felt it would be useful to come up with quantitative biodiversity objectives, like population goals, and that it was critical to establish what was currently known on existing sites in order to develop and evaluate monitoring processes. He reviewed information that he had compiled, and which was distributed to the SMC, regarding existing and potential Florida Scrub-jay territories at the Malabar Scrub Sanctuary.

Mark Bush stated that there were some species that recovered more quickly than the Scrub-jay and that folks who study these species could provide information on EEL Program sanctuaries as well.

Chris O' Hara, South Region LandManager stated that staff has developed a timeline for land management at some South Region sanctuaries and, that as an FIT student; he had participated in a Gopher Tortoise study at the Malabar Scrub Sanctuary.

Dave stated that a collaborative effort between staff and the SMC would be beneficial.

Kim Zarillo stated that the SMC includes two department heads; (Ross Hinkle – Chairman, Biology Department at the University of Central Florida, and Mark Bush – Chairman of the Ecology Department and acting Chair of the Biology Department at Florida Institute of Technology) and this would be a good time to develop relationships with institutions where a collaborative effort would benefit the Program, while providing opportunities for environmental studies and education.

Ron Hight spoke of the need to monitor from an ecological standpoint and his concern that there are becoming many requests for all kinds of public use, with very few people monitoring the ecological impact.

Ross agreed that a systematic review of each of the EEL Program sanctuaries would provide for opportunities to look at the big picture goals and needs of the sites. He commented that the matrix provided by staff during the last land acquisition prioritization had been beneficial.

Mike stated that staff could provide a matrix that would include information for all sites.

Kim said that a workshop with other agencies would also be beneficial.

It was determined that the SMC will review one site at each meeting and that the Malabar Scrub Sanctuary would be reviewed at the next meeting.

Additional Discussion

Kim Zarillo reported that she and Mike recently met with Commissioner Voltz, Ben Jefferies and Rochelle Lawandales regarding Mr. Jefferies' ideas for a paved trail in the South Region that would link developed areas. During the meeting, Mike and Kim provided clarification that in order for the SMC to formally consider the idea, additional information needed to be provided that more clearly described the scope and purpose of the project, and that what had been described did not appear to be consistent with the goals of the EEL Program. Kim stated that she had explained to the group that the project might be appropriate for an FCT grant. Mr. Jefferies may provide additional information to the SMC for their consideration at some point in the future.

Paul Schmalzer commented on the difference between a trail and a habitat corridor.

STAFF REPORTS:

None.

THE NATURE CONSERVANCY:

Keith Fountain reviewed The Nature Conservancy's November 2, 2007 Report to the SMC. (Attached)

AGENDA ITEMS:

Kabboord Wildlife Sanctuary Management Plan

Scott Taylor provided a review of the draft Kabboord Sanctuary Management Plan which was previously distributed to the SMC for their review and comments.

The Kabboord Wildlife Sanctuary (KWS) is 502± acres, located in Merritt Island. The Sanctuary initially consisted of 450 acres which was purchased from John J. Kabboord in 1992. The remaining 52 acres were donated as part of a mitigation project.

The property consists of a hydric hammock community with scrubby flatwoods and scrub, and an impounded marsh. The impounded marsh is managed by the Brevard County Mosquito Control District. Management of the KWS includes conservation and restoration of ecosystem function, protection against exotic species, and storm water control through the North Merritt Island Storm water Management Program. The KWS is a Category 3 Sanctuary, meaning minimal or no improvements and limited public access, due to the vulnerability of resources and/or the need for intensive management restoration. Although the Sanctuary is a Category 3, opportunities for public access within limited areas of the site will be provided and hiking, biking, canoeing/ kayaking and fishing allowed. Areas for parking are in the planning stages. This management plan identifies the following specific management goals to guide management actions at the KWS:

1. Conservation of threatened, endangered and endemic species.
2. Conservation and restoration of natural (native) communities.
3. Removal of exotic species.
4. Coordination and monitoring of the storm water management activities.
5. Provision of public access, site security, and environmental education.
6. Assessment of carrying capacity of natural resources with public uses.
7. Conservation of resources with significant historical and archeological values.
8. Documentation of historic public uses.

A possible loop trail from Kings Park, which is located to the north, through the Kabboord Sanctuary, and back up to Kings Park, is being considered as a joint project with the Parks & Recreation Department.

Scott confirmed that comments which had been received from Paul Schmalzer on the most recently distributed draft would be incorporated.

Paul Schmalzer requested clarification on the status of the policy for the removal of feral pigs. Mike explained that there were many issues involved, but that progress was being made. Dave Breininger said that he had been asked to do some modeling for a doctoral student who was doing a feral pig project at the Merritt Island National Wildlife Refuge and that the results indicated that without control, a feral pig population could easily take over an area, resulting in significant negative impacts to native plants and animals. Mike assured the group that progress on the feral pig policy was continuing. Ross explained that this was an issue that could benefit from a focused approach, and that the SMC could provide information on how the issue was being handled in other areas, and support in terms of need.

MOTION TWO:

Paul Schmalzer moved to approve the Kabboord Wildlife Sanctuary Management Plan as amended.

Kim Zarillo seconded the motion

The motion carried unanimously.

Malabar Scrub Sanctuary Management Plan

The Management Plan for the Malabar Scrub Sanctuary was approved by the SMC on October 17, 2006 with the contingency that the existing concrete road (Malabar Woods Blvd.) be used for the paved trail that was being requested by Linear Trail Planners. On April 24, 2007, the BoCC approved the plan, with a revision made by staff to place the paved trail on the Marie Street firebreak. This decision was made because the alignment of the trail to link up with the existing Maries Street trailhead could not be achieved by using the existing boulevard. The plan was reviewed by the Acquisition and Restoration Council on October 12th and 13th, and was deferred to a future meeting by a unanimous vote.

Comments dated October 3, 2007 from Vickie Larson, who is a member of the ARC Council, were distributed to the SMC, along with a draft of the EEL Program' s planned response to Ms. Larson' s comments.

Mike reviewed some of the issues that were raised by the ARC Council including:

- Details on restoration plans.
- Additional information regarding the anticipated type and placement of the Management and Education Center.
- Further analysis on the proposed paved trail.
 - Location and design
 - Permtting Requirements
 - Water Retention Issues
 - Impacts

Public Comment

Maureen Rupe relayed her understanding of the ARC Committee' s directions, which she felt indicated that re-evaluation of the Malabar Scrub Management Plan was deferred to whenever the plans were done. She stated that she and a small group of Brevard County citizens had attended the October 12th and 13th ARC meeting and that they had audio copies of the October 13th session for anyone who would like to listen to it.

Additional Discussion

Dave Breininger asked if the Florida Natural Inventories Inventory (FNAI) had provided comment on the Management Plan. Mike confirmed they had. Staff will forward the Florida Natural Areas Inventory letter to the SMC and place a copy of the information in the BoCC file.

Copies of Vickie Larson' s letter, the EEL Program' s response, and the FNAI letter are provided as attachments to these minutes.

Mike stated that he had been directed to come back to the SMC today with the general concerns that had been expressed by ARC, rather than the trail issue, as it was his understanding that the Committee was very clear on their position that they did not support the trail going down the east side of the Sanctuary. He stated that had he met with Barbara Meyer and Sue Hann and that there were time sensitive issues regarding a trail development grant. Clarification was provided to

them that if this issue was going to be re-addressed by the ARC Council in December, the paved trail planners need to provide the requested information in a separate document which can be returned to the ARC Council. The EEL Program will be assisting the trail planners only to the point of determining what kind of scrub and wetland permits are going to be needed, and to be sure there is a clear understanding of what they're talking about from a footprint perspective, as well as whether or not there will be water retention issues.

Mark Bush asked if the SMC would have any input into the process.

Mike said that the SMC could certainly have a say in it, but that it was his perspective that we are in the predicament that we're in because of the way that things were handled in the past, and that he had located an Agenda Report that stated the paved canal trail had been supported by the SMC, so that the trail could go over to the Marie Street corridor, and that he understood it wasn't the position of the committee at the time that the Marie Street trail should come down inside the Sanctuary, but the problem with making a decision like that was we didn't spend enough time to understand the situation. He said that unfortunately there was never enough right-of-way space there, to put the trail on the road, so it was never destined to work. So now, there is a three quarter mile of trail that was paved to Marie Street with no where to go.

Paul said that he would not agree with that wording. He said that they came to the EEL Program with the request to have that trail on the right of way of the canal, which was partly an easement right-of-way and included some Malabar Scrub Sanctuary property that was outside the fence and that the SMC did not initiate the request, or direct them to put a trail there. He stated that he was not sure that a motion could be located where the committee approved it, and that it was not clear how it was approved.

Mike agreed.

Paul stated that he didn't think that there were severe objections to it at the time, because they were paving on a canal bank, not coming into the Sanctuary, and that the point he was trying to make was that the initiative was not from the SMC to have a paved trail there. He said that apparently, the North Canal Boundary paved trail bed is on a canal bank right-of-way on property that was not being managed by the Program and that the records were not clear.

Ross stated that there was no discussion about taking any sanctuary property and he did not feel there was ever a motion.

Kim stated she felt the notification was given for information purposes.

Mike stated that he felt the Committee understood that the group needed to get to the Marie Street right-of-way and that's where they were trying to go. He said the predicament that we're in right now, is the fact that, regardless, that public entity spent that kind of money to put that trail in and now they can't get anywhere. He said that State dollars were used to pay for the projects; not only to pay for the Town of Malabar trail head at the south end of Marie Street, but also to pay for the trail head connector at Turkey Creek and those two properties were purchased with this alignment in mind. Mike stated that because of past discussions with staff, there were complicated issues with the Town of Malabar and if the new paved trail on the firebreak on the east side of the Sanctuary by Marie Street didn't get approved there would be more complicated issues with the City of Palm Bay. He said that he would prefer to just see those issues resolved. He stated that it was his personal opinion that this is not an issue that's worth fighting over and that he'd rather not see us in this predicament, but he believed it's important that we cut our

losses on this and move forward and do the other ones properly to ensure that if we' re not going to support paved trails in the future, then let' s be sure we follow a clear procedure for evaluating it.

Dave stated that he was not saying that the SMC did not support trails, by any means. He said that he really thinks it' s a great thing to connect the preserves and have some of these trails, but the problem as he saw it, was that it was all handled very quickly and that he felt that perhaps part of the concern that ARC was having was because there isn' t a systematic approach to understanding how this whole thing is laid out, and that the SMC was still not really sure what the big plans are.

Kim said that she thought that this was somewhat like the situation with the Thousand Islands; the Committee has already spoken their decision on this paved trail and this particular sanctuary, and that Mike was just telling the SMC how he is going to address it, given the directions he has received.

Ross agreed.

Kim said that all the Committee could do now was reiterate what they have already said and that the SMC information will be part of the packet. She said that the SMC approved the purchase of the Thousand Islands biologically, as a diverse part of the system, but they did not approve the dollar amount. She said that the SMC did not approve placement of the paved trail down the east side of the Sanctuary and that the issue would be addressed.

Ross stated that he agreed and ARC would have to decide.

Mike stated he felt that if the Committee wanted to make another statement that would be acceptable. He said that unfortunately staff was caught in the middle and that it was important that citizens raise the issue from a citizen perspective.

Mark mentioned his concerns about setting a precedence, that he would like to see the drainage issues studied first, and that he did not feel a 10-foot wide trail was needed.

Ross stated that what he was hearing was that the SMC stood by their original recommendation, and that, unfortunately, staff was caught in the middle. He said that the only thing staff can do is to provide the most objective, factual information it can provide; and the decision will be made by ARC.

Kim agreed.

Mark said that the SMC was in favor of passive recreation and promoting biodiversity on these sites, and that didn' t include paved trails, and that as a Committee they were bound to come out against it, just by their mandate. He said that it was possible that they could be overruled.

Ross agreed that it was possible the Committee could be overruled by ARC.

Mike stated that he wanted to provide clarification on two issues:

- If a paved trail on the east side of the Sanctuary is going to be used as a fire break, it will need to be wide enough for the vehicles to drive on it.
- ARC has requested more details on the plans, but everyone needs to understand that the trail planners are not going to spend \$80,000 on a set of plans, just to go to ARC and find out if they' re going to allow them to do it. ARC will be given a typical cross section of the paved trail. We' re really looking at retention issues. The planners will do their best. If ARC is not satisfied with it, it may end the project, we don' t know.

Ross asked if there were any more questions or discussion.

Public Comment

Suzanne Valencia expressed her concerns relative to recommendations for actions included in the Management Plan that were not approved by the SMC and stated that a group of citizens had met with Mike to develop language to tighten the Sanctuary Management Manual and ensure that this does not occur again. She asked for the status of the revision language and what else the citizen' s group could do to assist.

Additional Discussion

Mike stated that there is formal language in the Land Acquisition Manual which clarifies that related acquisitions require an affirmative vote of the SMC for approval, before they can go to the BoCC but that the Sanctuary Management Manual does not have that language for the approval of management plans.

Clarification was provided that preliminary language had been reviewed by the SMC and that final language would be reviewed and approved by the SMC, as they are the group that has the authority to revise the Sanctuary Management Manual. Revisions to the Sanctuary Management Manual will also require final approval by the BoCC.

Discussion continued regarding the time table for upcoming acquisitions and when another request for a paved trail on an EEL Program sanctuary might come before the BoCC.

Ross stated that it was his opinion that the SMC should not, or could not, approve any major alterations for recreation until they had done a focused review for the management and long term sustainability for biodiversity that would look at total impact.

Kim agreed.

Chris stated that the Jordan Scrub Sanctuary Management Plan had been approved by the ARC Council at the October 2007 meeting and that it did not include any information on a paved trail.

Public Comment

Doug Sphar stated it was his feeling that when information was sent back to ARC for review, he felt that the SMC should provide an analysis of where the paved trail should go, so that the ARC people could consider both the political and scientific aspects, and with their wisdom, decide which was the best way to go.

Additional Discussion

Ross said that the SMC had stated that they did not recommend paving a new trail on the east side of the Sanctuary.

Kim said that she thought that in one of Paul' s recent reportshe had mentioned that the SMC could not comment on a design that they did not have.

Paul agreed and stated that his report had also indicated that they did not know if the Endangered Species Office would require mitigation. He said that the recommendation of the SMC was to use a paved road that was already there, and that they could not provide additional comment without additional information.

Public Comment

Maureen Rupe stated that their prime concern was keeping the integrity of the EEL Program intact

and that they did not want political decisions made with EEL Program properties. She said that it was her perspective that the people at ARC were receptive of citizen input and that it was a strong concern for her that the SMC could be overruled.

Additional Discussion

Dave asked if the SMC was expected to work this out.

Mike stated that he felt it was in the EEL Program' s best interest to work things out and that he did not think it was worth the battle, and that he dealt with people every day who felt the Program was too pure in the way it looks at conservation, right or wrong. He stated that he felt there was a benefit to the Program flexing and working a little more with some of these agencies.

Dave said that in order to do that, the SMC needed to have an understanding of what the big plan is, and that it would take more than a few weeks to evaluate. He stated that if folks were looking to the SMC for some sort of solution, then there may be nothing the SMC can do about it right now, but it may be better trying to figure out how to do that for the future, because the SMC did not want to be perceived as unwilling to compromise.

Mike said that he wanted to point out that when this issue first came out and it was being discussed, the SMC had a presentation from Sue and Murray Hann. There were some SMC comments that were received, and then he was directed to be ready to go to the BoCC by April 10th. Mike said that at the time he did not feel that there was enough time for both the Recreational and Education Advisory Committee (REAC) and the SMC to have separate meetings within a 3 week time period, so a joint meeting was called. Mike stated that he felt that the comments received from the SMC seemed to indicate that this was an issue the Program did not need to be fighting and he went out on a limb and cancelled the joint meeting because it looked like we were going to be able to find a solution. Then, unfortunately the situation changed and he was in a very awkward position.

Mark said that he had already indicated that he did not like paved trails, but if the SMC was facing a political reality where they just had to adapt, then perhaps they should remember that additional lands were purchased for conservation.

Mike clarified that the 100 acre Cameron Preserve was purchased by the Town of Malabar using Florida Communities Trust grant funds, prior to the EEL Program purchase of the Malabar East portion of the Malabar Scrub Sanctuary.

Ron Hight said that he missed the SMC meeting where the actual vote was taken, but that he did recall the meeting prior to that and from his perspective, it did look as though there might be a solution, so he could understand the situation Mike was in. He said that this was a situation where they needed to weigh, is this the battle to fight, or are we going to lose more than we gain.

Mike stated that at this time, the SMC was only being asked to review the changes to the Management Plan that were unrelated to the trail. He said staff was taking the assumption that the SMC did not support paving a new trail on the firebreak on the east side of the Sanctuary and suggested that if the SMC was going to stick with their position, that they might want to make another motion to clarify that so it could be submitted to ARC along with the other information.

Mark asked if Mike knew whether or not the BoCC wanted to go ahead with this.

Mike stated that he believed they did.

Mark asked if Mike knew if the BoCC wanted to go ahead with the Marie St. and right-of-way connections, and that in terms of battles lost and won, could it be beneficial to be flexible on this issue.

Ross stated that he believed that the SMC had already made their motion and recommendation and that it was clear that the motion stands. He said that if it's political, then it's political, and if the SMC is overridden, then they're overridden. He stated that the SMC needed to maintain objectivity, which they have done on this one, and if they're overridden there was nothing they could do about it.

Public Comment

Suzanne Valencia said that there was nothing they could do about it except keep it from happening again.

Additional Discussion

Ross said that the SMC would be working with the management plans, and go from there.

Kim reiterated that Mike just needs to put an objective presentation forward to the ARC committee and that the SMC vote stands and the SMC will move on.

Ross stated that he really empathized with the position that Mike was in, but he understood that he had to do what he had to do, and that he hadn't damaged his relationship with the SMC.

Mark asked if it would be beneficial if Mike had a resolution reaffirming the SMC's previous decision.

Mike said that he didn't think a resolution would be needed because staff would point out the SMC's position. He stated that he did need comments on the planned changes unrelated to the paved trail.

Paul said that information on the planned changes unrelated to the paved trail had been received yesterday and that he had not had time to prepare his comments.

Ross stated that he would like to look at it, too,

Mike stated that he felt it would be acceptable if the SMC sent him their concerns and then staff could make the changes. He explained that all the revisions included in the new document were underlined in red to make identification of the changed information simple.

It was determined that changes should be submitted to Mike by November 7th.

Paved Trails on EEL Program Managed Lands

This item was tabled due to time constraints.

St. Lucie Consulting Property

Mike provided background on the St. Lucie Consulting Property, which is located near the southern end of the Pine Island Conservation Area. This property went through the SMC approval process previously, and was under negotiation in 2005, when a timeframe issue came up that might have jeopardized the acquisition and, similar to the way that they assisted with the purchase of the Enchanted Forest Sanctuary, TNC moved forward on their own and purchased the property directly. During the September 28th prioritization process, this site was rated as #1, or highest priority.

Staff requested that the SMC re-confirm their original 1st and 2nd Majority Votes on this property in order to make clear that the Program would be going forward with appraisals and working towards buying the property back from TNC at the cost that they incurred during their purchase.

MOTION THREE

Paul Schmalzer moved to approve a 1st majority vote on the St. Lucie Consulting property.

Kim Zarillo seconded the motion.

Ross asked if there was any additional discussion. There was none.

The motion carried unanimously.

MOTION FOUR

Mark Bush moved to approve a 2nd majority vote on the St. Lucie Consulting Property. Dave Breininger seconded the motion.

Ross asked if there was any additional discussion.

Kim Zarillo asked if something needed to be included in the motion clarifying that the Program would be buying the property back from TNC at cost.

Mike stated that a separate motion of that type would be beneficial.

Ross asked if there was any additional discussion. There was none.

The motion carried unanimously.

MOTION FIVE

Kim Zarillo moved that the EEL Program purchase the St. Lucie Consulting property from The Nature Conservancy at cost.

Ron Hight seconded the motion.

Ross asked if there was additional discussion.

Clarification was provided that appraisals were planned for the St. Lucie Consulting property.

The motion carried unanimously.

PUBLIC COMMENT

Suzanne Valencia asked what she could do to assist with the pending revisions to the Sanctuary Management Manual.

Clarification was provided that the language would be brought to the SMC for a formal vote at the next meeting.

Maureen Rupe spoke of her support for SMC members attending the Board meetings.

Additional Discussion

Dave asked if the discussion that was planned for the next meeting on the Malabar Scrub Sanctuary overview could be done as a collaborative effort where everyone who had information brought it in and no one was under pressure to do a formal presentation.

The group agreed that approach would be beneficial.

NEXT MEETING:

It was determined that the next meeting would be held on December 5, 2007.

ADJOURNED:

The meeting was adjourned at 4:15 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to approve the September 28, 2007 minutes as amended.
- Motion to approve the Kabboord Wildlife Sanctuary Management plan as amended.
- Motion to approve a 1st Majority Vote on the St. Lucie Consulting property.
- Motion to approve a 2nd Majority Vote on the St. Lucie Consulting property.
- Motion to approve that the EEL Program purchase the St. Lucie Consulting property from TNC at cost.

Attachments:

- Scott Ellis concerns regarding the EEL Program' s acquisition of the Hunters Brooke Property. *(10 pages)*
- EEL Program responses of October 29, 2007 *(3 pages)* and November 9, 2007 *(6 pages)* to Scott Ellis concerns on Hunters Brooke property.
- TNC Report. *(2 pages)*
- Vickie Larson letter of October 3, 2007. *(4 pages)*
- EEL Program response to Vickie Larson' s letter. *(2pages)*
- FNAI letter to ARC relative to the Malabar Scrub Sanctuary. *(2 pages)*

Memorandum

To: Mr. Chris O'Hara, Brevard Co. EEL Program

CC: ARC
Keith Singleton, DEP DSL OES
Carolyn Kindell, FNAI

From: Vickie Larson, ARC Member

Date: 10/3/2007

Re: Comments regarding Malabar Scrub Sanctuary Management Plan Final Draft 2007

The following are questions, format and technical comments regarding the Malabar Scrub Sanctuary Management Plan Final Draft 2007.

General Format comments:

- 1) inconsistency in the use of capitalization in referencing Tract 1 and Tract 2. These are proper nouns as used in the report therefore they should be capitalized.
- 2) incorrect use of and or. Please do not use these two words next to each other; select the most appropriate for the sentence.
- 3) inconsistency in referencing species. Convention is common name with italicized scientific name in parenthesis. After the scientific name has been given the common name is used without scientific reference. In many locations, the scientific name has been repeated. Only the common names of bird species are capitalized. Common name of Florida Scrub-jay, not jay or scrub jay (p 25-26). See p 17 paragraph 7. See p 23 paragraph 4. See p 24 paragraph 6. See p 32 paragraph 2 and 4.
- 4) Line spaces needed between: p 18 paragraph 3 and 4, p 19 paragraph 1 and 2, p 37 between header and paragraph 4. See p 42 paragraph 2 and 3.
- 5) Section III. SITE DESCRIPTION AND LOCATION (p 5) Please include reference to Tract 2 road easement that bisects the property that is not owned by the state or county (refer pg 30).
- 6) b. Geology (p 9-10) last line of last paragraph reference should read Swain, et. al. 1995. All lines of the text quote from Paul Schmalzer should be indented.
- 7) b. Vegetation (p 17) Fifth paragraph replace "plant" communities with "natural" communities. FNAI Classification is for natural communities.
- 8) b. Vegetation (p 17) paragraph 1 Figure 6 should be capitalized.
- 9) Figure 6. The Blvd is incorrectly characterized as ruderal, should be road.

- 10) b. Vegetation (p 23) paragraph 4. Move to the beginning of the natural community descriptions (p 17).
- 11) b. Vegetation (p 23) paragraph 4. Three invasive species are listed on p 36 but are not listed here. Also refer to item 2 regarding species name conventions.
- 12) d. Designated species Animals What are T&E mammal species on-site? Florida mouse is listed in Appendix D but not mentioned here.
- 13) d. Designated species Reptiles and Amphibians Please reflect the status change for the gopher tortoise. Eastern indigo and Florida pine snake listed in Appendix C not mentioned here. Paved trail is not mentioned as planned on-site development. No mention of the impact of paved trail on gopher tortoise.
- 14) d. Designated species Birds Page 25 paragraph 6 last line should read...open sandhill habitat, so the selective timbering...
- 15) d. Designated species Birds Page 26 there is no mention of wading bird species, sandhill cranes and use of sanctuary by migrants. All of these species are listed in Appendix B.
- 16) a. Archeological (p 18) Has DHR been contacted to conduct preliminary survey?
- 17) c. Land-Use History (p 28-29) Paragraph 5, line 2 extra space after Resolution Trust Corporation. Paragraph 5, line 9 Should read ... "the internal roadways are evident." Page 29, paragraph 1, line 1 no indentation. Spell out WGML.
- 18) d. Public Interest (pg 30) Paragraph 2, line 9 Appendix J should be capitalized.
- 19) A. Natural Trends (p 30) Paragraph 3. Water quality is mentioned as a primary natural trend influencing the diversity of the site; however, it is not discussed in the section.
- 20) A. Natural Trends (p 30) Paragraph 6. Figure 12 is cited prior to Figures 10 and 11. The core conservation area is mentioned but the context of the paragraph in this section is not clear.
- 21) A. Natural Trends (p 31) Paragraph 2. How does communication with Dave Breininger assure viability of Florida Scrub-jays? Please comment on how MSS management will address the natural trend in Florida Scrub-jays.
- 22) B. Human-Induced Trends (p 31) Paragraph 5. Management and Education Center is mentioned without reference to proposed project site. Later in the document it is states that the proposed facility sites are on Figure 12. No proposed site locations have been presented. I cannot approve the Management and Education Center facility in management plan without information on site location.
- 23) B. Human-Induced Trends (p 31) Paragraph 6. Why is pave trail necessary in addition to the existing Blvd? Plan states that, "EEL will not be responsible for construction or management of the paved trail." Who would be responsible and what is their affiliation with DEP DSL? Details of this arrangement must be presented and verified to assure all compliance with statements within the management plan. The total width of planned paved trail impact equals 16 ft. This is wider than is necessary for a firebreak. This is wider than is necessary for biking.
- 24) B. Human-Induced Trends (p 31) Paragraph 6. Line 11. correct word "within"

- 25) B. Human-Induced Trends (p 31) Paragraph 5.
- Who are the representatives of this Greenways and Trails project? Is this part of the Florida Greenways and Trails system?
 - Is the North Boundary Canal Trail within the MSS property boundary?
 - Statement unclear “The extension of paved trail south from the end of phase II is planned along the eastern boundary of MSS with the possibility of the paved section be routed around the out-parcel.” Should phase II be phase I in this sentence?
 - The out-parcel has been identified as a proposed acquisition in Figure 3. Why would you make a trail around this parcel significantly fragmenting it from contiguous habitat if you intend on acquiring it?
 - How do you pave a 12’ wide, 4800” long road without impacts? What are the secondary impacts related to this bike traffic? To consider this recreational activity within the MAA the use impacts must to be described and the specific responsibilities identified between EEL and other parties?
 - North section of the paved trail is not an existing firebreak according to Figure 10?
 - Where will the fence around MSS be place in relationship to the paved trail?
- 26) Figure 12. Trail heads are not labeled on the map. Describe the physical type of trails and then label them by the type of permitted activity. This map is too confusing to understand clearly. Each trail should be labeled by recreational use category and trail name. What is access trail? It is not mentioned anywhere.
- 27) Figure 10. Do you plan to build a firebreak adjacent to the North Boundary Canal Trail? The firebreak in this area is shown as proposed.
- 28) B. Human-Induced Trends (p 31) Paragraph 6. Carrying capacity must be determined. You have identified human-induced trends as a problem yet your management plan intends on creating more.
- 29) a. Permitting (p 33) There is no mention of mitigation that would be required for the paved bike trail except in Appendix J “Letter from the Program Director” where Mike Knight offers suggestion for mitigation. Why is this not mentioned within the context of the management plan?
- 30) b. Other Legal Obligations (p 35) Paragraph 5. Legal obligations with other parties have not been adequately defined to approve a pave trail “road” within the MSS.
- 31) a. Fire (p 36) Paragraph 1, line 6. Replace “will” with “is”.
- 32) c. Habitat Restoration (p 37) Paragraph 6. Is the CCA the primary location for habitat restoration? What do you plan to do? This section is very vague. I suggest identifying some specific areas and stating your plans for restoration. I see more development in this plan than restoration or management.
- 33) c. Habitat Restoration (p 37) Paragraph 7. This statement does not relate to restoration. This statement is also in consistent with other statements in the management plan. As stated previously the proposed location of the facility must be identified.

- 34) F. Public Access and Passive Recreation (p38) Horseback Riding and Mountain Biking. How do you justify closing off trails when negative impacts are seen but agree to pave a section that actually imposes impacts? Which trails will mountain bikers use? See comments for Figure 12 Item #26.
- 35) F. Public Access and Passive Recreation (p 42) Paragraph 1, line 1. Plan states that the impacts for the proposed facilities and amenities are minimal yet they have not been defined anywhere in the document. It seems clear that passive recreation can be obtained, including the use of mountain bikes, without a paved trail.
- 36) F. Public Access and Passive Recreation (p 42) Paragraph 2. The proposed sites for the education and management center are not on Figure 12.
- 37) GOAL: CONSERVATION OF ECOSYSTEM FUNCTION Strategy 3 Protect communities from deleterious impacts deriving from external influences. The paved trail as proposed does not comply with this GOAL or its underlying strategies and actions.
- 38) GOAL: CONSERVATION OF NATURAL COMMUNITIES Strategy 4 and 5. The MSS management plan does not adequately address the actions within these two strategies regarding restoration. More specific information on restoration needs to be addressed.
- 39) GOAL: ASSESSMENT OF CARRYING CAPACITY OF NATURAL RESOURCES Strategy 10. The MSS Management plan does not adequately address the actions within this strategy. The both primary and secondary impacts related to public use must be evaluated to assure that the sanctuary can handle this high use that has been described and planned. Don't wait until after facilities and amenities are in place to determine that the impacts are detrimental to the resources.
- 40) GOAL: GENERAL UPKEEP AND SECURITY OF THE PROPERTY Strategy 13. These actions cannot be comprehensive considering the vague management strategy related to the proposed trail. For example, is fencing planned for the east side? Will the paved trail be outside the fence? I am not convinced that all these points have been considered.
- 41) Please review the Management Policy Statement and the Management Prospectus within the Brevard Coastal Scrub Ecosystem (Appendix F p 65). The paved trail as proposed does not meet the primary goals for management of the Brevard Coastal Scrub Ecosystem.
- 42) Appendix J "Letter from the Program Director". EEL has not followed the recommendation provided by their Selection and Management Committee in addressing the paved trail. Information provided in Appendix J regarding management options were not addressed in the management plan. Other options for locating the paved trail were not adequately examined prior to EEL comment on the South Brevard Linear Trail. MSS and EEL are under no obligation to provide this amenity as proposed in this management plan.

*Information reviewed during November 2, 2007 SMC meeting.
To be incorporated into the Malabar Scrub Sanctuary Management Plan.*

Response to comments provided by Vickie Larson 10/3/07

The numbers correspond with the Memo referenced above.

1. Will change.
2. Staff will correct this where found.
3. Will change.
4. Will change.
5. This is not the section to discuss easements and right of ways. Please refer to pg 30
6. Will change.
7. Will change.
8. Figure 6 is capitalized.
9. FNAI does not have a classification for "road". The word ruderal refers to plants growing in waste or poor areas. Figure 6 is a plant community map and it is my belief that ruderal better describes the plants in this area. Using road implies that no plants are growing in this area.
10. Will change.
11. This paragraph discusses the primary exotics that require more treatment at this sanctuary. We will better define level of infestation on pg 36.
12. It has been observed in the past but current status is unknown.
13. Will change.
14. Will change.
15. No specific management will take place for these species of birds. They will benefit from a habitat management approach.
16. DHR has provided a Master Site File and Document Review. DHR staff does not perform phase 1 surveys. Any ground disturbance activity at MSS will have a phase 1 perform by state certified surveyor before the project begins.
17. Will change.
18. Will change.
19. Staff will add content to correct this oversight.
20. The core conservation areas are designed to protect area from heavy recreational use.
21. Perhaps local experts would be a better term to use. The management goals for MSS are to help reverse the recent trends in Florida scrub jay populations. Dave is the primary expert in Brevard County.
22. EEL will identify location options on a map that have been disturbed. References will be made within the text.
23. Addressed by Mike Knight's e-mail response 10-4-07.
24. Will change.
25. Human- Induced Trends
 - The Brevard County MPO has been the lead on this project
 - Partially, the City of Palm Bay has an easement along parts of the northern boundary as a maintenance road for the canal. This is where the first 2 phases of the paved trail have been constructed.

*Information reviewed during November 2, 2007 SMC meeting.
To be incorporated into the Malabar Scrub Sanctuary Management Plan.*

- The trail along the eastern boundary is Phase III, I will try to label this better.
 - Every effort will be made not to isolate this out parcel, there is currently no willing seller.
 - An inter-local agreement will be needed between EEL, P & R and the Town of Malabar. Trail design will require EEL approval before construction begins. Secondary impacts may include drainage and increase use of the site.
 - Correct.
 - The new paved trail will be constructed within and adjacent to the existing boundary fence.
26. The letter P denotes trailheads. I believe the uses allowed on specific trails are explained in the text and figures used. I will add discussion about the “access trail” in the text. I will also add a definition of multi use.
27. Yes
28. Impacts will be monitored over time and levels of use will be adjusted as needed.
29. The SMC has not reviewed a proposal for mitigation. Staff is not recommending on-site mitigation be required for this project.
30. Refer to # 29. This will be part of the design process.
31. Will change.
32. The CCA was established to separate it from other public use areas.
33. Will remove.
34. Refer to Appendix J. Malabar Scrub Linear Trail Project.
35. Refer Appendix J Malabar Scrub Linear Trail Project comments.
36. Refer to # 22.
37. We do not disagree.
38. A restoration plan will be developed for this site that will be reviewed and approved by the Selection and Management Committee.
39. The facilities and amenities are placed in areas to minimize impacts. Within the recreation plan the EEL Program reserves the right to close trails if impacts are too high.
40. Refer to # 25.
41. This is correct.
42. Addressed in an e-mail response from Mike Knight.



MEMORANDUM

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To: Chris O'Hara, South Region Land Manager,
Brevard County EEL Program
From: Carolyn Kindell, Managed Areas Biologist
Date: October 10, 2007
Subject: Comments on Malabar Scrub Sanctuary Management Plan

Thank you for receiving these comments.

Since acquisition of most of this property in 1994, the number of resident Florida scrub-jay groups has declined due to degradation of habitat from lack of management action, primarily lack of prescribed fire. Although the site certainly lacked proper habitat management prior to acquisition, please address in the plan text why the Florida scrub-jays continued the decline since the property came under County management. It would be helpful to identify the barriers to managing for Florida scrub-jay to date, and what the county has done to address those barriers.

The plan needs an action under Strategy 7, page 45, to implement a Florida scrub-jay habitat management plan for the site. The current plan does not adequately address how this site will be managed for Florida scrub-jays, or how often and to what level of detail the population will be monitored. Do Florida scrub-jay monitoring and habitat management plans exist? If so, please add more detail from them into this plan (for example, include timeframes for restoration and monitoring activities, and reference the plans – or append them to this plan. If such habitat restoration and monitoring plans do not exist, then establishing such should be specific action items under Strategy 7.

The plan states the Core Conservation Area was designated due to its ecological significance (pg 30). The area is mapped as scrubby flatwoods natural community, which is indeed ecologically important. However, according to our data, the eastern portion of the Sanctuary supports numerous rare species, including Florida scrub-jays. The plan should explain in more detail what the Core Conservation Area designation means in terms of management and land use, and why other areas, that appear to be very important ecologically were excluded from this designation.

We are very concerned about the lack of approval of this plan by the County's Selection and Management Committee, apparently due to a lack of thorough understanding of the impacts of a proposed paved trail on the eastern side of the Sanctuary. We advise that the plan not commit to installation of such a



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facility until the ecological ramifications, particularly with respect to Florida scrub-jays habitat, have been fully examined and understood by the SMC. Placement of such a facility on the edge of the property seems appropriate; however I recommend that the USFWS be consulted to determine whether or not mitigation for scrub-jay habitat is warranted.



Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

The Florida State University

To: Chris O' Hara, South Region Land Manager, Brevard EELs Program
From: Dave Breininger, EELs Selection and Management Committee Member
Date: November 7, 2007
Subject: Comments on Malabar Scrub Sanctuary Management Plan

I generally concur with the plan but have a few comments.

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I would not blame the population decline on Cooper' s hawks, cats, or suspicious human activities. The local population size was 10 pairs in 1992 and it declined to one pair by 1999. This population decline was predicted and confirmed across the region based on habitat-specific demography and anthropogenic reductions in the natural fire regime resulting from fire suppression and habitat fragmentation (Root 1998; Breininger et al. 1998, 2006; Duncan et al. 1999, 2004; Duncan and Schmalzer 2004). The EELs program inherited the site with poor habitat quality (Figure 1), though high habitat potential (Figure 2). It understandably takes time to safely reintroduce fire and achieve optimal habitat conditions (Schmalzer and Hinkle 1992, Schmalzer and Boyle 1998, Breininger and Carter 2003, Schmalzer et al. 2003). A rapid population recovery is not expected because of small population size, relative isolation, and because most potential habitat still remains marginal (Figure 1, Root 1998, Breininger et al. 1998). I agree that Malabar is an important experimental translocation site for jays that are expected to otherwise go extinct within nearby urban areas.

Figure 1. Temporal changes in shrub height arrangement within potential territories (10 ha grid cells) in the east (original) tract of the Malabar Scrub Sanctuary. The shrub heights depicted below significantly influence Florida scrub-jay demographic success (Breininger and Carter 2003, Breininger and Oddy 2004, Breininger et al. 2006). Short territories have oak scrub that is <1.2 m tall and are population sinks (mortality exceeds reproductive success). Optimal territories are a mosaic of short and medium-height scrub (1.2-1.7 m) with no large patches of tall scrub (>1.7 m); optimal territories are sources because they have recruitment that exceeds mortality and can export jays to sinks and export jays to unoccupied optimal habitat. Tall mix territories are a combination of recently burned scrub, both tall mix and tall territories are population sinks. Population recovery requires a high ratio of source-to-sink habitat.

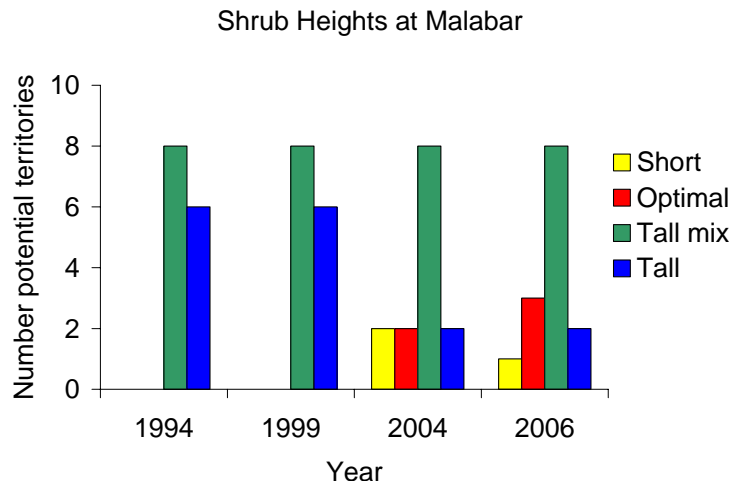
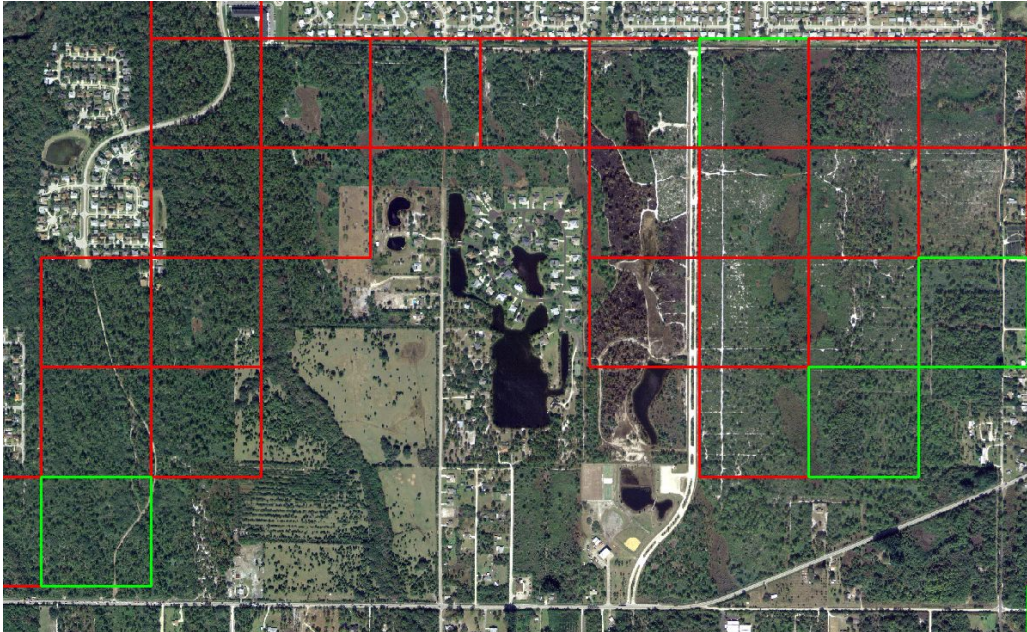


Figure 2. Location of potential Florida scrub-jay territories at Malabar Scrub Sanctuary. Red and green grid cells respectively represent potential primary and secondary territories and can have recruitment that exceeds mortality at low tree densities and optimal shrub height arrangements (Breininger et al. 1995, 2006).



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The following is outdated: “ maintaining the average height of vegetation throughout the scrub and scrubby flatwoods at 1-3 meters. This will be obtained through adaptive fire regime and mechanical treatments in areas that are already above 3 meters in height. ” I would recommend a maintaining a mosaic of short (<1.2 m tall) and medium-height (1.2.-1.7 m tall) oak scrub at the scale of individual territories (Breininger and Carter 2003, Breininger and Oddy 2004, Breininger et al 2006). I would delete that “ Restoration activities will likely occur in phases on small parcels.” There is only 1 occupied territory and the potential population is about 20 families (see Figure 2 below). I would recommend a population goal that maximizes potential population size within the reserve because the site is relatively isolated and population sizes near or below 10 families are of great risk to extinction (Fitzpatrick et al 1991, Breininger et al. 1998, Root 1998, Stith 1999). I would recommend an aggressive adaptive management strategy that evaluates annual restoration and management needs of burn units based on habitat and population states and the need for frequent fire by pine flatwood components (Breininger et al. 2002, Breininger 2004). I believe this would enhance plant populations of conservation interest but you could check with Paul Schmalzer on this.

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NOVEMBER 08, 2007 WORKSHOP

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MINUTES OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

November 8, 2007

The Board of County Commissioners of Brevard County, Florida, met in special session on November 8, 2007 at 2:05 p.m. in the Government Center Florida Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida. Present were: Chairperson Jackie Colon, Commissioners Truman Scarborough, Chuck Nelson, Helen Voltz, and Mary Bolin, County Manager Peggy Busacca, and County Attorney Scott Knox.

PROPOSED LAND SWAP BETWEEN THE ENVIRONMENTALLY ENDANGERED LANDS (EEL's) GROUP AND THE TITUSVILLE-COCOA AIRPORT AUTHORITY

Ken Griffin stated he has been on the TICO Airport Authority for two years; he did not know at the time about the \$.5 million for the terminal, which he found out the Airport should not have paid for; but that has all been squared away; and now the TICO Airport Authority is on the straight and narrow and things are being accounted for differently. He stated he sees an easy road ahead for the TICO Airport Authority; the tenants are happier; progress is being made to build some hangars; and Mr. Powell is doing a great job.

David Hosely stated having spent many years in aviation he sees a lot of opportunity at TICO; the nation is facing a perfect storm economically; and the County is facing some challenges with foreclosures and the space program. He stated aviation has a number of opportunities; everyone has to come together; and he has seen there is a spirit of cooperation.

Ken Rivard stated he is happy with the direction of the TICO Airport Authority since there has been new staff; if it were not for the tenants, TICO would not exist; his concern has been with the tenants and the commercial tenants; and balancing the two is important.

Veronica Clifford stated she is happy with the direction; and she is glad to have Mr. Powell as Executive Director. She stated the three airports are

unique in different ways; there is different opportunities for each one; it is not something that can be done overnight; and it is a long-term process the TICO Airport Authority is working towards.

Chairperson Colon advised it is important to have the lines of communication open; one of the key things is respect; and respect is earned, not given. She stated she would encourage the Board and the TICO Airport Authority to meet once a year so the Board can find out how the Airport Authority needs help.

Commissioner Nelson stated although he has only been on the Board for a year, he has been very pleased with the relationship with TICO Airport Authority; the District 2 Airport Authority members have kept him informed of what is going on at the Airport; and he is encouraged by what he has seen so far.

Commissioner Scarborough stated one of the major concerns the County has is that the EDC is indicating the County will have a \$5 billion hit with the loss of 5,000 jobs at the Space Center; the Board should not ignore the significance of the TICO Airport Authority with the retirement of the Space Shuttle; and he believes Washington D.C. understands the significance of the relationship between aviation, aerospace, and the capacity to have operations other than space that will support the cost of base operation.

Commissioner Bolin stated she agrees with Commissioner Scarborough; the Board's relationship with the TICO Airport Authority is just beginning; she has had nothing but good things told to her in the last year; and she would like to commend Jerry Sansom for the good work he is doing. She advised she is looking forward to working closely with the TICO Airport Authority in the coming year.

Commissioner Voltz stated Mr. Powell has done a great job; and she is happy to see that everyone is working together.

County Manager Peggy Busacca stated it has been a pleasure to work with Mr. Powell; Brevard County is ready to assist in any way it can; and as issues arise, the Airport Authority should not hesitate to call her office. Chairperson Colon advised the Airport Authority can call Ms. Busacca any time to get information; and stated the City of Titusville is also a key player.

Mark Ryan, Manager, City of Titusville, stated it would be a good idea to hold an annual meeting between the City of Titusville and the Board of County Commissioners to discuss things; the City has more property that is not at the Airport; and there are economic development opportunities that the City may want to partner with the County on and vice versa.

PUBLIC COMMENT – AMY TIDD, RE: MALABAR SCRUB MANAGEMENT PLAN

Amy Tidd stated she would like to comment on the Melbourne Scrub Management Plan; management plans EEL property have always been approved by the scientists that oversee the program; and for the first time in Brevard County history, a management plan was not approved by the scientist, but was brought to the Board, was approved, and sent to Tallahassee. She advised that plan was not deemed to meet the standards of the State; and therefore, the plan was sent back to Brevard County. She stated she understands the plan is being revised; she wants to make sure both the scientists and the Board have a chance to look at the plan before it gets sent back to the State; and she would like to request the plan be placed on an Agenda. She stated there are several properties on the Agenda for Tuesday to be purchased; the priority is to make sure the lands are managed correctly for the next 200 to 300 years; and if the management plans can be overridden for other issues, then the lands are not truly endangered lands.

PUBLIC COMMENT – AMY TIDD, RE: PROPOSED LAND SWAP

Amy Tidd stated the issue was brought to the scientists who said the land swap would not meet the conservation value the land was acquired for; in order for land to be swapped in the EEL Program it has to increase the conservation value; and she would like for the Board to listen to the scientists who have given their time to manage the lands.

PUBLIC COMMENT – MAUREEN RUPE, RE: MALABAR SCRUB MANAGEMENT PLAN

Maureen Rupe stated she agrees with the scientists and not the County Commission on the paved trail; she went to Tallahassee to speak before the ARC, which agreed there should be more analysis on the trail and where it should be located; and she was surprised to find out the plan was being revised and due to be sent back to the State on November 13, 2007. She noted she was upset to find out the revised plan would not be coming back to the County Commission; and she would like to see the plan come before the REAC, SMC, the Board, and the public.

PUBLIC COMMENT – MAUREEN RUPE, RE: PROPOSED LAND SWAP

Maureen Rupe advised she would like to see more negotiation on the proposed land swap between the Environmentally Endangered Lands Group and the Titusville-Cocoa Airport Authority.

PUBLIC COMMENT – MARY SPHAR, RE: PROPOSED LAND SWAP

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Mary Sphar stated she hopes the Board will see its role as ensuring the EEL

Program functions the way it is meant to function as described in the Land Acquisition Manual in the Sanctuary Management Manual. She stated a land exchange needs to be approved by the SMC; she was at the SMC meeting on July 31, 2007 in which the proposed land exchange was recommended for denial by the SMC; and if there is a new proposal that might have a net conservation benefit, then that proposal also needs to go to the SMC prior to consideration by the Board of County Commissioners. Ms. Sphar read a portion of the Land Acquisition Manual which states changes shall be considered by the Selection and Management Committee. She stated she hopes the Board sees to it that the proper procedure is followed.

PUBLIC COMMENT – MARY SPHAR, RE: MALABAR SCRUB MANAGEMENT PLAN

Mary Sphar stated the Malabar Scrub Management Plan was sent to Tallahassee and returned to the County because of deficiencies; and it was a controversial plan because the SMC had one idea of where the trail should be located and County staff had another idea. She stated she would like to plead with the Board to take this opportunity to see if there can be a compromise on the trail location; and it is better when everyone works together to achieve the conservation goals of the EEL Program. She gave the Board copies of the minutes of the REAC meeting she attended on October 12, 2007, at the Florida Acquisition and Restoration Council in Tallahassee. She advised the motion at that meeting was to defer the Malabar plan until it is ready to come back with the following changes: more details on facility citing with the map and impacts of all the facilities, targets for restoration, more analysis of the paved trail and where it should go, and a detailed design of the trail. She stated it is a contentious issue, but it is an opportunity to work together to solve problems.

Commissioner Colon thanked Ms. Sphar and Ms. Rupe for keeping the Board on its toes; but she does not recall it being brought to the Board's attention that it was not following protocol with the SMC. Ms. Sphar noted the Malabar plan went before the SMC; but the motion of the SMC was that the Malabar plan should be recommended for approval by the Board with the caveat that the biking trail be sited on the concrete road known as Malabar Woods Boulevard. She stated due to factors other than environmental concerns it was recommended to the Board that the trail be located on the eastern fire break; and she was the one who pulled that item from the Consent Agenda on April 24, 2007. She stated another reason for making an attempt to solve the problem is that there have been a number of comments by the scientists who do not believe it is the way the process should work. Commissioner Colon stated either the Board followed protocol or it did not; the Board may not have agreed with what the recommendation was, but it sounds like protocol was followed. Ms. Sphar advised she should have stated that precedent was not followed in the fact that staff recommended something other than what the scientists recommended; and that is what the Board was

considering. She noted the Board did not consider in its documents what the scientists recommended and that has caused a lot of problems; the EEL Program is science-based; and decisions are made for scientific reasons and not because of politics.

DISCUSSION AND BOARD DIRECTION

Ken Rivard inquired if the public understands why the TICO Airport Authority wants to buy the property; with Commissioner Colon responding no, but right now the Board needs to discuss the Malabar Scrub Management Plan.

Mike Knight, EEL Program Manager, stated everyone is in agreement to have the trail placed on the existing pavement; the problem is, as staff understands, that the southern end of the pavement is Malabar Road, and there is no right-of-way to take the trail along Malabar Road to get to the Marie Street Trailhead; and that was the fundamental problem with the trail. He advised the State of Florida had committed funds to purchase the trailhead and another trail connector at Turkey Creek with the intention of making that alignment; and it would not necessarily have to be the same alignment; but it would have to be one or the other. He stated the problem was everyone thought the trail could go down Marie Street, but there is not enough right-of-way there or at Malabar Road; and the only option seemed to be to come down the trail. He advised staff's perspective was that if there is not another option, then a possible solution is to go down the inside along the existing fire line and then hopefully work in the future towards removing some of the footprint of the Boulevard that is there to offset the impact.

Chairperson Colon stated the SMC gives the Board advice and that is all that it is; and ultimately the Board of County Commissioners has to balance out all of the different scenarios. County Attorney Scott Knox advised the SMC makes recommendations based on scientific criteria that has been established; those recommendations are brought to the Board; and the Board has the final decision on whether to buy or not. Chairperson Colon inquired if the Board is violating anything in regards to what was on the referendum by taking the recommendation, but then taking a different route; with Attorney Knox responding it is the Board's discretion on whether or not to approve the plan. Mr. Knight stated it is staff's understanding that there is now the intention to bring the plan back to the Board; and if the Board wants staff to go back through the SMC process, it will do that; but staff's only concern was to make sure it was not going to impact the funding mechanism the City of Palm Bay and Transportation Engineering had lined up to pay for the trail. He stated regarding land acquisitions, the Land Acquisition Manual calls specifically for a formal vote of approval from the SMC before an acquisition contract can be brought to the Board; and staff cannot bring one to the Board for consideration. He stated if the SMC has identified lands that should be protected in the County, the Board of County Commissioners cannot come in and say something has to be included in its list; the SMC

would have to support that with an affirmative vote; and that is how the language was designed.

Commissioner Scarborough stated there are certain times when the Board needs to listen to its advisory boards so that it is fully informed; but it is the Commission's decision; and the two roles need to be understood.

Commissioner Voltz stated something the SMC does not have to look at, but that the Board has to look at is the political issues that are out there; the Board has purchased a lot of land in the Town of Malabar; and this project was one of those things the Board, with working with the Town of Malabar, and the Town were satisfied with where the Board placed the trail.

Mr. Knight advised the normal course of action is for the plan to come back to the Board. Chairperson Colon inquired if the plan is coming directly back to the Board, or is it going to the advisory boards again; with Mr. Knight responding normally it would go to the two advisory boards before it came to the County Commission. Mr. Knight noted the SMC has already reviewed the plan at the last meeting, but it did not have an opportunity to do a formal motion on it; the changes were very minor to the plan; and the changes were unrelated to the trail.

Commissioner Nelson stated the Board has gotten State reimbursement on the plan, which is why the State is involved; even though the Board has the ability to say the trail could go one place, it has, by State dollars, bought some overview of that and approval from the State; and now the Board does not have the ability to say the trail is going to go in a certain location. He stated when the plan gets sent forward everyone needs to be in agreement. County Manager Peggy Busacca stated when the Board makes a comprehensive plan amendment and sends it to the State for review and rejection recommendation comes back to the Board, if a change is required to the amendment then the Board needs to re-approve that amendment; and sometimes it is only that staff needs to provide additional information so that the reviewer is comfortable. She stated her perception is if a plan has changed, the Board needs to see it because it approved the first plan; however, if all the Board is doing is providing supporting information to document what the Board has already approved, then the common course of action is not to return it to the Board because the plan is what has been approved by the Board; and if that is not what the Board wants to do, it needs to let staff know.

Commissioner Nelson stated when the plan comes back before the Board he would like for the scientists to put in writing what the differences are and how they came to that decision with the trail; and he thinks that was missing the first time. Mr. Knight stated he agrees; and it is best to find a solution that everyone can live with. Commissioner Nelson stated the Land Acquisition Manual does not address these circumstances; the manual needs to address how the Board will deal with a plan when it gets kicked back from

the State; and the process needs to be addressed and formalized in the manual.

Chairperson Colon stated if the plan is being sent back to the advisory board that does not agree with the Board of County Commissioners, then she wants the Board to have an opportunity to see what that final product is. Commissioner Voltz stated she does not want to see the Board taken out of the process and have no input with anything that has happened. Ms. Busacca advised the only thing that went to the State was what the Board approved.

Commissioner Bolin inquired if the Board has a timeframe in which it has to meet; with Mr. Knight responding it is his understanding that Barbara Meyer, Bicycle Pedestrian Coordinator, weighed in on that and it did not seem to be a big problem to have a delay.



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE (REAC)
November 8, 2007
Attendance List**

RECREATION AND EDUCATION ADVISORY COMMITTEE MEMBERS

Bob Champaigne
Jim Durocher
Murray Hann
Karen Hill
Mark Nathan
Beverly Pinyerd
Doug Sphar
Paul Saia

SUBCOMMITTEE MEMBERS

Paul Schmalzer, Selection and Management Committee

EEL PROGRAM STAFF

Brad Manley

GUESTS

None



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
November 8, 2007
Meeting Minutes**

CALL TO ORDER:

Murray Hann, Chairman, called the meeting to order at 6:02 PM.

PUBLIC COMMENT:

None.

MINUTES:

No minutes were presented for approval.

Administrative Review

BOCC Amendment to REAC Resolution

Brad Manley reviewed Resolution 07-269 which was approved by the Board of County Commissioners (BOCC) on October 23, 2007. While the original resolution which formed the REAC Committee in 1995 included a monthly meeting schedule, the new resolution provides for quarterly meetings, with the ability for additional meetings to be called when necessary. A recent audit finding recommended that the previous resolution be changed to reflect the existing meeting schedule.

Status Update on past REAC Motions and Issues

Brad provided a status update on past REAC motions and current issues:

- North Buck Lake Management Plan:
A citizen's group has expressed an interest in establishing a Welcome Center off I-95 near Mims which might include a connection to a trail at the North Buck Lake Sanctuary. Considerations include benefits to tourism, along with trail monitoring and prevention of possible undesirable activity.
- Cruickshank Sanctuary:
Work continues on trails and the parking area which is expected to fit about 6 vehicles. The 11± acre Shopke/Barge property, recently approved for acquisition by the BOCC, completes the last remaining opportunity to expand this sanctuary.
- Thousand Islands property:
Acquisition of the Crawford portion of this property was approved by the BOCC. Negotiations continue on the Reynolds parcel. Plans for management of exotic plant species is under discussion with the Cocoa Beach City Council.
- South Region Management Plans:
The Jordan Scrub Sanctuary was approved by the SMC and BOCC. The State's Acquisition and Restoration Council (ARC) approved the plan with minor revisions.

When the Malabar Scrub Management Plan was submitted to the SMC, they approved the plan with the contingency that the proposed paved linear trail be placed on the exiting 4 lane concrete road that runs down the center of the sanctuary. When the BOCC approved the plan, a change was made to place the proposed paved linear trail down the east side of the Sanctuary. The ARC Council has pended consideration of the Malabar Scrub Sanctuary Management Plan until additional information can be provided. Some of that information includes:

- Restoration plans
- Location of facilities
- Plans for location of the trail and impacts to sanctuary

Paul Schmalzer clarified that removal of all or part of the concrete boulevard is being considered, but that neither a feasibility study, nor a cost/benefit analysis have been done, and that removal of the concrete is not part of the existing management plan.

Members of the REAC Committee expressed their desire to visit the Malabar Scrub Sanctuary as well as other sites they were being asked to consider. Brad confirmed that there are plans for a field trip to this location.

Additional information will be provided on this item in the future, as review of the proposed paved trail is scheduled to come back to the REAC and SMC committees again, before the Malabar Scrub Management Plan is resubmitted to the ARC Council.

Additional Discussion

Brad and Paul provided information on upcoming land acquisition option agreements that were scheduled to be presented to the Board on November 13th.

Crane Creek Sanctuary Proposed Public Access Plan

Brad provided overview information on this 22± acre sanctuary that is located in the South Region, on the west coast of the Indian River Lagoon, near Melbourne.

It is anticipated that the primary access to this site will be from the water, using canoes or kayaks. The Crane Creek Sanctuary does not currently have a legal access point from land, or a place for vehicle parking. An agreement has been reached with neighboring homeowners for EEL staff to get to the site using private driveways, but these citizens, understandably, do not want their private property opened to the public. Fire lines will be identified as non-hiking areas. There are plans for educational signs at the nearby Riverview Park, along the sanctuary trails, and at the planned canoe landing.

A hiking trail approximately 1 to 1½ miles long will be established within the sanctuary with the trail head being located at the canoe landing.

A public meeting was held on October 30th to provide an opportunity for the public to receive information and provide comments on the proposed public access plan for this site.

Comments received at the stakeholder meeting included:

- Neighboring homeowners who live adjacent to the sanctuary had concerns regarding possible public land access and possible illegal activity.

- Neighbors who did not live adjacent to the sanctuary said that they would like to have access.
- One citizen was concerned about littering and alligators.

The group also discussed their field trip to this site.

Members of the REAC Committee expressed their support for the proposed plan.

MOTION ONE:

Jim Durocher moved to support the Crane Creek proposed public access plan as presented by staff.

Doug Sphar seconded the motion.

The motion carried unanimously.

PUBLIC COMMENT

None.

NEXT MEETING:

To be determined.

ADJOURNED:

The meeting was adjourned at 8:15 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to support the Crane Creek proposed public access plan as presented by staff.

**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
February 10, 2008
REAC Committee Field Trip to Malabar Scrub Sanctuary
Attendance List**

RECREATION AND EDUCATION ADVISORY COMMITTEE MEMBERS

Murray Hann
Mark Nathan
Eve Owens
Doug Sphar
Jim Durocher

SUB-COMMITTEE MEMBERS

Paul Schmalzer, Selection and Management Committee

EEL PROGRAM/BREVARD COUNTY STAFF

Mike Knight
Brad Manley
Chris O'Hara
David DeMeyer
Heidi Denis
Barabara Meyer
Brian Breslin
Alan Woolrich

CITIZENS

Bonnie Wilbanks-Free (Town of Malabar, Town Manager)
Brian Vail (Town of Malabar, Town Council)
Nancy Borton (Town of Malabar, Town Council)
Stuart Borton
Jeff McKnight (Town of Malabar, Town Council)
Don Krieger (Town of Malabar, Zoning Board)

**ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
February 10, 2008
REAC Committee Field Trip to Malabar Scrub Sanctuary
Minutes**

The Recreation and Education Advisory Committee (REAC) met at the Malabar Scrub Sanctuary in Malabar at 9:00 a.m. on Sunday, February 10, 2008. This trip was scheduled so that Committee members could review issues related to a proposed paved linear trail at Malabar Scrub Sanctuary.

The tour began with a discussion of approximately 30 minutes about the history of the paved trail project, and the issues considered in regard to alignment. Some of the issues that were discussed included:

- Clarification that the Public Access Plan and Sanctuary Management plans were originally reviewed by the REAC and SMC, and that they were supported and approved without any mention of a paved trail project.
- When the Malabar Scrub Sanctuary Management Plan was submitted to the Board of County Commissioners, the Board pended approval of the plan to consider a citizen's request for a paved trail.
- A paved trail was proposed for the firebreak on the east side of the Sanctuary's eastern portion.
- The proposed paved trail on the east side of the Malabar Scrub Sanctuary was not brought to the SMC for consideration until February 2007, after the Board of County Commissioners deferred action on the Malabar Scrub Sanctuary Management Plan. Citizens provided overview information to the SMC for their consideration. This information included references to the need to have the paved trail located on the east side so it could line up with the Town of Malabar trail head, as part of a long standing project which had been coordinated with previous EEL Program staff.
- SMC overview concerns were forwarded to the REAC Committee for their review.
- The REAC Committee reviewed plans by staff for a revised Public Access Plan with a paved trail project on the east side of the sanctuary. The REAC supported the plans, which included the paved trail project on the east side of the sanctuary, as presented by staff.
- A revised Sanctuary Management Plan, which included plans for the paved trail project to be located down the east side of the Malabar Scrub Sanctuary was submitted to the SMC for consideration.

- The SMC approved the revised Management Plan with the contingency that the paved trail project be located on the existing 4 lane concrete road down the middle of the sanctuary.
- The Board of County Commissioners approved the Management Plan with the paved trail project located on the east side of the sanctuary.
- The Management Plan was sent to the State's Acquisition and Restoration Council (ARC) for approval as the State holds title to the land because they were a funding partner.
- The ARC Council deferred consideration and requested additional information regarding the paved trail project including; history of the planning process, justification of the proposed location, permitting requirements, environmental impacts, and a few outstanding issues.
- Placement of the paved trail project is one of the outstanding issues that ARC has asked the County to address.
- The Board of County Commissioners (BOCC) directed staff to send the plan back through the EEL committee process prior to resubmission. It was mentioned that the purpose of this site visit was to better inform REAC members on the site conditions. No decisions were made by the committee during the field trip.

The participants drove north on Malabar Woods Boulevard through the sanctuary to the northern boundary. Everyone got out of the vehicles and were able to view the existing concrete Boulevard that bisects the sanctuary, the north entrance, the existing paved North Boundary Canal Trail, and the pedestrian footbridge connecting the neighborhood to the north. Eve Owens provided background information on the Boundary Canal Trail project.

The participants then traveled the Boundary Canal Trail to the east toward Marie Street. On Marie Street, everyone disembarked near a wetland on the eastern boundary of the sanctuary. It was discussed that, if the proposed trail was constructed, a boardwalk would be needed to span the wetland, and that gates could be installed at each end to allow vehicle access around it. The participants were able to view a dirt portion of Marie Street, and the firebreak on the eastern boundary of the sanctuary.

The next stop was south on Marie Street, where the pavement begins. It was discussed that at this point, it seems that the road easement is wider, and would allow the paved trail to be located next to the road. EEL staff, Barbara Meyer, and representatives from the Town of Malabar agreed that this would be the preferred alignment. The Town of Malabar was having Marie Street surveyed to clarify questions regarding easements. Participants viewed the existing fireline that follows the boundary of an out parcel. This could be the alternate location for the paved trail, if adequate easement along Marie Street does not exist.

The next stop was at Malabar Trailhead #1. Murray Hann described the amenities there: parking, covered picnic pavilion, equestrian facilities, fire ring, scout camping area, porta-potty.

Most of the work had been done by volunteers. He explained that a grant proposal for upgraded handicapped parking, and restrooms with running water had been submitted. He explained that the grant was not received, because there was no ADA accessible trail to the site.

The final stop of the field trip was along Marie Street, south of Malabar Road, near Glatter Road. There, the participants could see the easement along Marie Street north of Glatter, and the mulched easement adjacent to a new development south of Glatter, that have been secured for use as a trail. The participants then traveled west on Glatter, and saw that it is primarily a narrow dirt road with a deep ditch on the south side, and large power poles on the north side.

The group reconvened at the parking area at Malabar Park and discussed the trail project for a few minutes longer. It was stated that a REAC meeting would be scheduled once the information requested by ARC had been gathered, hopefully in March. Everyone was thanked for their participation.

The field trip was concluded at approximately 12:00 PM.



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)**

**March 11, 2008
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Ron Hight
Ross Hinkle
Randy Parkinson
Paul Schmalzer

EEL PROGRAM STAFF

Jenny Ashbury
Sandy Carnival
Laura Clark
David DeMeyer
Mike Knight
Brad Manley

THE NATURE CONSERVANCY

Rebecca Perry

GUESTS

Jim Durocher, REAC Committee member
Don Krieger, Town of Malabar
Vince Lamb, Friends of Ulumay Sanctuary
Jack Lembeck, Friends of Ulumay Sanctuary
Jeff McKnight, Malabar Town Council
Barbara Meyer, Brevard County Transp. Planning / MPO
Mary Sphar, citizen
Maureen Rupe, Partnership
Suzanne Valencia, Sierra Club



ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM SELECTION & MANAGEMENT COMMITTEE (SMC)

March 11, 2008
Meeting Minutes

CALL TO ORDER:

Ross Hinkle called the meeting to order at 1:06 PM.

PUBLIC COMMENT:

None.

MINUTES:

The February 27, 2008 minutes were presented for approval.

Ross asked for comments to the February minutes.

Paul Schmalzer stated that on Page 2 under listed plants, "ecistata" was spelled incorrectly and that Page 6, four lines from the bottom should read "The hammock-swamp complex remains 'wet', instead of 'set'."

Ron Hight mentioned that in the Public Comment on the first page there was a duplicate word in the following sentence. "Dan Gallagher mentioned that during a meeting last year, Paul Schmalzer discussed the Helen and Alan Cruickshank Sanctuary in Rockledge, and that Paul had had said that riding bikes would destroy the soil."

MOTION ONE:

Paul Schmalzer moved to approve the February 27, 2008 minutes as amended.

Ron Hight seconded the motion

The motion carried unanimously.

ADMINISTRATIVE REVIEW:

The Administrative Review was reviewed.

Mike commented that there was a handout from The Nature Conservancy that showed what people could do to facilitate getting the word out about establishing a successor to the Florida Forever Program.

Ross noted that the Florida Forever and Conservation and Recreation Land Acquisition (CARL) Programs have provided a tremendous amount of matching funds for the EEL Program.

Mike clarified that funding from these programs has almost doubled the EEL Program's land acquisition funding and that the Board of County Commissioners (BOCC) had voted to support a resolution to establish a successor to the Florida Forever Program.

SMC REPORTS

Ross commented that he had attended a Florida Forever meeting, sponsored by the Disney Wilderness Preserve, which was held to gauge public support for a successor program and that he had spoken on behalf of the EEL Program at the meeting.

Paul commented that he would be leading a Florida Native Plant Society field trip to Coconut Point in the South Beach Region on March 15th.

STAFF REPORTS:

None.

THE NATURE CONSERVANCY:

Rebecca Perry reviewed The Nature Conservancy's March 11, 2008 Report to the SMC.

Ag Ventures LLC/Honeybrook Dev. Corp Property: New offer presented on 2/19/08, offer declined by landowner 2/27/08 with no counter offer.

Ross stated that he was not asking for specifics, but inquired as to whether or not there was a difference in the last offer and the previous offer to Ag Ventures. Rebecca stated that there was a pretty substantial difference, and that part of the issue was that they did not know what would be acceptable to the Board.

(Ft. Macaulay) aka Scottsmoor Partners Property: New offer presented 2/19/08, has not been accepted, or declined yet.

Mike clarified that the County Attorney's office was currently reviewing a white paper on the PUD issue and they were researching whether or not the Scottsmoor Partners Property might be able to be purchased without the purchase being contingent on acquisition of the Ag Ventures property.

Boyd and DiChristopher Properties: Updated appraisal reviews due 3/24/08. TNC will be able to make a new offer on these properties when the updated appraisal reviews are received. The original options previously reviewed by the BOCC will expire on 3/26/08. If the new offer is accepted, TNC will have to work very quickly to amend the original options by the 26th, or a new option agreement will need to be completed.

Hossain Property: Owner clarified on 3/11/08 that they are still willing sellers. Updated appraisals will be ordered so negotiations can start over.

Mike mentioned that there were plans for SMC discussion regarding the small sliver of property south of Malabar Road, which is part of the Hossain property that the Town has an interest in, at a future meeting.

AGENDA ITEMS:

Aura Ranch Property, Titusville

Public Comment

None.

Mike provided information on the 84.17± acre Aura Ranch property which is located southeast of the Hunters Brooke property in Titusville. A willing seller application was received on this property on October 31, 2007.

During the discussion, clarification was provided that there is a capped land fill near the middle of this property.

MOTION TWO

Mark Bush moved to decline the Aura Ranch property from further consideration.

Dave Breininger seconded the motion.

The motion carried unanimously.

Fulcher Property, near Grissom Road

Public Comment

None.

Mike provided information on the 158.6± acre James Fulcher property which is located near the southern portion of Grissom Road, near the Cidco Industrial Park. A willing seller application was received for this property on December 12, 2007. The property is not within the Florida Forever boundary.

Dave provided clarification that part of the area appeared to be well drained, but that he wasn't sure that this was the right time to consider this type of property.

Ross suggested consideration of a site visit.

Staff will schedule a site visit to the Fulcher property.

TICO Airport Properties

Mike provided review information on 3 properties currently held by the EEL Program which are located near the TICO Airport. These properties were previously owned by Brevard County and were purchased by the EEL Program in the 1990s.

Mike explained that when the properties were purchased by the EEL Program, there was an easement in favor of the Airport that required a specific vegetation height plan in the approach line for the landing of aircraft.

Ross clarified that during the discussions regarding the acquisition of the property, the SMC determined that if the Program was to manage that property as it needed to be managed, the vegetation height would not be an issue for the Airport.

On July 31, 2007, the SMC reviewed a request from the TICO Airport to exchange the 3 properties currently held by the EEL Program, for other properties. The request was declined by the SMC because it did not provide for a net conservation benefit to the EEL Program, and because the proposed exchange did not include getting the same amount of scrub habitat for scrub habitat.

Mike clarified that the Federal Aviation Administration (FAA) regulations have changed since the property was acquired, and according to the TICO Airport staff, the new guidelines require that a portion of the property adjacent to the runway must be stabilized grass, so that a plane coming off the runway had the ability to maneuver.

On November 8, 2007, the TICO Airport Authority held a workshop with the BOCC and requested that the BOCC consider approving an exchange. The BOCC directed the EEL Program to consider alternatives.

Mike stated that during the SMC discussion of this topic at the December 5, 2007 SMC meeting, he got the impression from the SMC that they felt an exchange of scrub habitat for other scrub habitat was an important consideration, but that there weren't that many places available where someone could purchase 52 acres of scrub without it being part of a larger landscape.

Mike explained that he wanted to present a couple of additional options for the SMC to consider and provided the following information:

- Consideration One: EEL Program exchange the two northern parcels (approx. 33 acres) for approximately 104 acres owned by TICO between Grissom and Perimeter Roads.
- Consideration Two: EEL Program exchanges all three parcels (approx. 52 acres) for approximately 93 acres currently owned by the industrial park between Armstrong and Shepard Drives.
- Dave Breininger suggested Consideration Three: EEL Program exchanges all three parcel (approx. 52 acres) for approximately 100 acres currently owned by Flagler Development on the southeast side of the airport.

Ron asked if there was a requirement to extend the east-west runway.

Mike stated there had been some conceptual plans to extend the runway over Grissom, but we were not aware of the airports current plans.

Public Comment

Maureen Rupe said that she was under the impression that those plans had been scrapped.

Additional Comment

Ross stated he was under the impression that there had been a lot of concern from the citizens in Port St.

John and that he also believed the plans had been discarded.

Dave asked if anyone had looked at the old photos to see what had existed prior to the suppression of natural fires.

Mike stated that the SMC would be looking at net conservation benefit, but the Airport staff would be looking at dollar value.

Paul commented that he felt that perhaps the best option would be to keep the east west green area and pick up the wetland and scrub, which would at least provide for a contiguous area, but that a three-way exchange would be complicated.

Dave asked if there was any new information on the Flagler property near that area.

Clarification was provided there was some remaining Flagler property in the area.

Public Comment

Jack Lembeck, citizen, asked if there was a timeframe on this issue.

Additional Discussion

Clarification was provided that during the original request for exchange, it seemed that there was need to expedite the exchange quickly, but that a deadline had not been discussed recently.

Mike explained that when the rules changed, the Airport had to move the theoretical end of the runway back.

Ross commented that shortening a runway was contrary to the Airport's vision of growth.

Staff will continue to gather information on possible options. Additional information will be provided.

Proposed Paved Trail at Malabar Scrub Sanctuary

Public Comment

Mary Sphar, citizen, stated she had read Ross's *Proposal to Resolve Bike Path Issues at Malabar Scrub Sanctuary* dated March 6, 2008, and that she would like to comment on some of the points that were included in the proposal. She said that the *Recommended Solution: Item 1b* requested that the SMC reconsider approving the paved trail on the east side of the sanctuary with several caveats, and that caveat *1bi* indicated "The trail will be as narrow as possible to meet the needs of the fire control equipment and EEL site management needs". She stated that she would like to point out, that according to the adopted minutes of the October 11, 2007 ARC meeting, Ms. Klena had asked if the trail had to be 12 feet wide and she was told that it was a requirement of the DOT funding. Mary said that based on that statement, she was not sure how the paved trail could be made any more narrow.

In addition, Mary noted that *Item 1bii* indicated "The trail will be built with pervious surface if compatible to structural integrity for equipment access and free movement of chair bound visitors." She said that the October 11th minutes included a suggestion from Ms. Larson that "the trail be of natural composition, such as crushed rock". She said that the minutes also indicated that, at the October 11th meeting Mr. Knight stated he feared such a trail would "be torn up by fire engines using the fire road during prescribed burns and cause even more disturbance than paving it", and she was wondering if those items could be considered a little further.

She also asked for clarification on *Item 1bv* which stated "A plan to eventually remove the concrete road at least in part to mitigate the paved trail construction." because the April 6, 2007 SMC minutes indicated that it was felt that removal of the road would be extremely costly. She expressed her concern that although possible removal of the concrete road was mentioned in the letter that was sent to ARC, unless there were some teeth in the plan, it might not happen, as we were in a real funding crunch.

She expressed her concern regarding the importance of openness regarding possible plans for requests

for additional paved trails on other EEL Program sanctuaries. She said there was a clear plan which went through about 4 of the EEL Program Sanctuaries in the south part of the County, and that the SMC needed to be careful so it could perform it's duty, which is quoted in State statutes and the Sanctuary Management Manual, to ensure that these lands are managed for the purpose for which they were acquired.

Mary said that she had also obtained the October 12, 2007 ARC minutes from DEP, and that Mr. Farr had summarized a list of what ARC would like to see. She stated that if something was going to be brought back to ARC, it needed to have all the requested information including:

- "More details on facility siting with a map
- Targets for restoration
- More analysis of the paved trail and where it should go
- A detailed design of the trail (including permitting requirements)
- Impacts of the trail and facilities on the resources"

Mike said that he would like to clarify the point of today's discussion. He said that his goal was to pass information on to the Recreation and Education Advisory Committee (REAC), so that once the information that Mary had summarized is prepared, it would be submitted to REAC and they'll reconsider their position and then it will come back to the SMC. Mike said there had been some discussion about having a joint meeting between the two committees and that either the SMC needed to bless the proposal to move forward, or there needed to be a joint meeting between the two committees, or, some other document needed to be created that noted the SMC's position. He indicated that he would prefer to have some input, just to keep the information flowing.

Mike stated he wanted to comment on a couple of the things that Mary had said. He clarified that that the funding source was going to be limiting, but that there are opportunities for exceptions to trail width for sensitive areas.

Barbara Meyer confirmed that trail planner engineers know that when they get to areas of critical significance, environmentally, or for safety reasons, that there can be exceptions, and that this would be what they would work towards, and that exceptions had been made in the past.

Mike clarified that the paved trail width has been a product of EEL Program staff concern because if the fire line was going to be used as a trail and for management, they either had to make the trail narrow enough so that the dirt fire line could remain next to it for vehicles, or that it needed to be wide enough to accommodate the fire equipment, which would require at least 8 feet, the width of the north boundary canal trail.

Paul Schmalzer stated that he was confused as to what the SMC was being asked to reconsider at this point, when the specific information regarding right of ways and impacts was not available. He said that he had the understanding that Marie Street and Malabar Road were being surveyed to clarify the right of ways to determine if they could be used as locations to place the paved trail.

Ross stated that he had drafted the proposal to get it on the table, and to determine what steps were needed for the SMC to come to a decision, and make an evaluation. He said he felt there was a lot of confusion about where the SMC stood, where REAC stood, where everybody stood, and that the best way to get rid of the confusion was to come forward to make sure that everyone was on the same page.

Paul stated he had read the ARC minutes from October 11th and 12th, and it was his opinion that the minutes showed a concern related to siting and impacts of the proposed paved trail, and siting of the facility, along with lack of specific restoration projects; not related to restoration of the concrete road, but of habitat restoration; and lack of a timetable for that restoration.

Mike added that the concerns regarding restoration were mostly on the west side.

Paul said that comments in the letter from Florida Natural Areas Inventory (FNAI) were also related to the

rare species on the east side, although that was not designated as part of the core conservation area.

Dave said that Ms. Larson's letter and the FNAI letter from Carolyn Kindell had spelled out a number of things that seemed fairly specific to him.

Paul stated he had reviewed the FNAI concerns which included:

- Continued decline of Florida Scrub-jay population after acquisition
- Identification of barriers to management and what was being done to address them
- Scrub-jay habitat monitoring plans
- Concern with rare species on eastern side of Malabar East, outside the core conservation area
- Lack of understanding of impact from the paved trail

Paul added that Ms. Larson's letter of October 3rd and the FNAI letter of October 10th were included as attachments to the November 2nd SMC minutes and that they included general comments about the placement of the paved trail and questions about consistency with management for biological diversity.

Dave stated that there were also questions about the impacts from the proposed paved trail on both plants and animals in the documents.

Ron Hight said that he has been involved with trails on wildlife refuges for many years and they have experienced situations where trails had been started prior to the realization that it either wasn't in the right location, or there were other things that needed to be addressed in more detail.

He also said that he wanted to be sure that support for Ross's proposal was not considered to be unilateral endorsement of trails anywhere, any time, and that he felt there were previous materials that would suffice from the standpoint of access for vehicles. Ron said that the legal questions had not been answered, but from his perspective, the SMC needed to move forward to try to work within the framework of what Ross had identified.

Mark Bush stated that he agreed, and that he didn't want to set a precedent here, for the other preserves, but that Malabar was a special case with a cloudy history and there didn't seem to be any cloudy history on the other sites that he was aware of, and that he wanted to make that very clear. He said he was in favor of moving forward with Ross's motion because the SMC wanted to maintain good relationships. He said that there was a fire break at Malabar Scrub Sanctuary already, and that it was an entirely different situation than driving a brand new trail through one of the other reserves. Mark stated that he was comfortable moving forward with what had been suggested, with the understanding that it applied to Malabar Scrub Sanctuary alone and it was not going to be a precedent anywhere else.

Dave Breininger said that he agreed with Mark. He expressed his concern regarding the process used previously, when he felt the SMC was presented with what he considered to be incomplete information and then rushed into a decision.

Ross confirmed that it was his understanding that they were only dealing with the Malabar Scrub Sanctuary at this time, and that was the only reason he was willing to come forward and try to offer some resolution. He said that if the proposal needed to be modified, that was fine, but that he felt that a resolution was needed. He said that the SMC had voted not to recommend the trail be placed on the east side of Malabar Road previously because the SMC did not have sufficient information to make an informed decision which could support that placement. But, it had gone forward anyway, and the Board of County Commissioners (Board) had supported it, the Management Plan had been sent to the State's Acquisition and Restoration Council (ARC), and ARC said wait a minute, the science committee recommended against this trail. Ross said that ARC was requesting additional information, some of which had been discussed by the SMC, and that he was trying to drive an end point, so the additional information, the SMC's review of the additional information and recommendation, could be sent back to ARC, and ARC can make their decision. He said that if the information shows that the impact is insurmountable, then ARC will not approve it.

Mike said that he felt it was important to note that if the SMC was going to recommend the proposal, it was with the understanding that there is not sufficient ROWs on Marie Street and Malabar Road to have the trail exist on the existing road right of ways, and that could be added into the proposal.

Mike said that the decision of the SMC weighed very heavily on the ARC Council. He stated his feeling that their concerns that he saw were the differences of opinion between the science and the politics, and he thought that it was an important issue. He said that he thought everyone would like to see everyone supporting it.

Paul said that he was not necessarily opposed to the proposal, but that he just wasn't seeing the information that ARC had requested, and he felt that they had a responsibility to ensure that the issues that ARC had raised were addressed.

Mike clarified that the requested paved linear trail at the Malabar Scrub Sanctuary would not come back to the SMC for reconsideration without the requested information, but that they would not see it until they reviewed the revised Management Plan. He said that the step today was just to get enough information to REAC, so they could make their recommendation to the SMC.

Ross clarified that the decision on the table was related to the Malabar Scrub Sanctuary only, that there was absolutely no assumption that it applied to any other area, and that the SMC had stated several times that each area would have to be evaluated independently.

Mark stated that as the trails get longer and more complete, the argument becomes more powerful to bring the next little piece, and the SMC needed to state right up front, that that would not wash.

Ross asked, if given more information, could there be a potential for reconsidering?

Dave said he felt there was.

Paul expressed his concern that some of the problems that occurred previously, which were a result of a difference of opinions between the SMC and REAC committees, came about because the two committees were working with different sets of information. He suggested that if they wanted to avoid that in the future, consideration should be given to whether or not the SMC should go back to the REAC committee with a recommendation that was not based on the information requested by ARC, and which the SMC said was important.

Mike said he was not clear on what that information was. He said that the SMC was going to find out that there was no room for a paved trail in the Marie Street or Malabar Road right of ways. He said that he was not sure that "impact" had ever really been defined, so he was unsure how far to take the impact issue.

Paul said if you narrow the trail, that will reduce the impact, and if you use a pervious surface, rather than impervious, there will be a different hydrological impact. He added that if the trail was not going to go around the outparcel but come out to Marie Street at the north end of the outparcel, which was discussed at the REAC site visit, that would also reduce the amount of linear impact and the number of acres that would have a non-pervious surface.

Mike confirmed that what was being proposed, right now, was the full width of 10 ft, as paved, and that in the design process, they would try to slim it down. So the decision would be to move forward with the trail, and everything from that point would be that, or less.

Paul asked if there had been wetlands determination.

Mike said they had been done.

Paul asked if a gopher tortoise survey had been completed.

Mike said that would be part of the information that they would be bringing back to the SMC as part of the revised Management Plan.

Dave asked if a gopher tortoise survey had been completed.

Mike clarified it would have been done with the placement of the fire line.

Chris O'Hara, South Region Land Manger confirmed that no gopher tortoise burrows were documented when the fire line was placed.

Dave asked for confirmation that there were no plans to remove additional habitat.

Mike confirmed there was not.

Chris stated that firebreak was habitat.

Dave asked for confirmation that if there was not enough right of way, they weren't talking about taking additional habitat and that they were planning on staying within the firebreak.

Mike confirmed that was correct.

Paul had asked if they had received confirmation that there was not a water retention issue.

Mike replied that it had not yet been fully determined, but that was not something that they were asking the SMC to approve at this time; it was something that had to be defined as the design process moves forward, and that the SMC would be involved in reviewing all those plans.

Dave asked if the regulatory process had been started from the standpoint of permitting.

Mike said no.

Barbara Meyer said she wanted to thank the SMC for reconsidering, and she thanked Ron for his comments. She said she thought the SMC was looking for a comfort level that we were all working together, and that the issues would be taken care of during the design process, but that they were in a quandary because it was difficult to design something and get funding if they did not have permission for it in the management plan.

She said she could assure the SMC that the trail planners had a very clear, and concise plan, and that although they did not yet have all the money for it, they felt it could be done. She confirmed that the SMC would be involved in the design and, if at any point, the design was not going to cut the mustard, or they were going to be stopped by permitting, then they would stop, as that was what their past had been, and that was what they would continue to do. She said that once the approval was in the management plan, they would move forward to the design phase and deal with the issues that were being discussed.

Barbara mentioned that there was some language in the Jordan Scrub Sanctuary Management Plan which would allow them to temporarily use a road for a trail.

Paul confirmed that, the language in the Jordan Scrub Sanctuary Management Plan allows the temporary use of an existing trail and a planned trail (not road) on a temporary basis. No paved trails are authorized for the Jordan Scrub Sanctuary and the Jordan Scrub Sanctuary Management Plan has been supported by REAC, and approved by the SMC and the State.

Ron stated the he wanted to reiterate what Dave had said, and that the SMC didn't like surprises. He explained that the SMC liked to be able to make informed decisions. He said that he had seen proposals for trails on property that he managed where he had not had the opportunity to provide input, and confirmed it gives you a bad feeling when you haven't had an opportunity to be engaged in a process. He said that conceptual things can be very dangerous, because they can go anywhere and you can go as far as you can go until you run into a road block, so all he would ask for is assurances that any time EEL Program lands are going to be part of an equation, even if it's a few years out, that clarification be brought before the SMC so it can be discussed, and the SMC can be informed and given an opportunity to give input.

Barbara stated that she totally agreed with Ron, and that when the paved trail plan was developed, trail planners had EEL Program staff on their technical committee. She said she had worked with Mike years

ago and that he has their shape files, and that they are working on what might come up and on what alternatives may occur.

Mike confirmed that discussion of the paved trail issue at other EEL Program sanctuaries has been on the agenda a few times in the past, but has been tabled due to time constraints. He said that it is anticipated that the item will be on the April SMC meeting agenda.

Ross reminded the group that they had started the process of systematic evaluation of all the sites by region to evaluate the major issues, and management needs, but they had gotten away from that.

Mike confirmed it was anticipated that would be on the April agenda as well.

Laura asked for clarification on the width of the proposed paved linear trail.

Mike confirmed that it was anticipated that the trail would be 10 feet wide, with a 2 foot buffer on each side, for a total of 14 feet.

Paul commented that he had forwarded information on rare plants and flora on the South Region to Mike for when the SMC held the next regional discussion and that he felt that the systematic review of the South Region should be held before consideration of any major recreational impact because ideas were floating around about extending the proposed paved trail, or that perhaps they could be considered together.

Barbara Meyer said that the ideas were not floating around, they were on maps. She also spoke briefly about pending arrangements with other agencies regarding possible placement of paved trails at other locations.

Mike asked if he could point out what he considered to be a couple of options. He stated that if the SMC was uncomfortable moving Ross's proposal to the REAC Committee, then he felt like the only solution was to have a joint meeting, so that every one could see the information at the same time and have an open discussion about it, because he felt that otherwise, the Program would be criticized for putting the request into a spin cycle, and he preferred not to do that.

Ron asked if Ross's proposal would be forwarded to the REAC Committee with an indication that the SMC supported reconsideration of the idea of a proposed paved trail at the Malabar Scrub Sanctuary - after the additional information requested by ARC had been received, and, with clarification that the proposal did not constitute a vote of support for the proposed paved trail from the SMC at this time.

Mike said that was correct.

Chris O'Hara confirmed that the SMC would be reconsidering their formal vote on the proposed paved trail, when the SMC reviewed the revised Malabar Scrub Sanctuary Management Plan.

Ron stated that he could support working within the parameters of what Ross had described in the proposal.

Mike said that if the SMC desired to forward the proposal to the REAC Committee, it would be beneficial if it could be clarified by a motion.

Paul stated that he had a few more comments on the proposal. He mentioned that Background *Item 4a* indicated that there was some uncertainty about heavy traffic across the Sanctuary at the boulevard area due to scrub jay families in that area, and he clarified that he did not believe that information was a concern expressed by the SMC.

Dave agreed that he did not think that concern was expressed by the SMC.

Mike indicated that the proposal could be changed.

Paul suggested that the reference be removed.

Dave agreed that was reasonable.

Ross indicated he did not have a problem removing that reference.

Paul also mentioned that Recommended Solutions *Item 1Biii* indicated the proposed paved trail could be used for ADA access, and that was a possibility, but that it would not be able to provide ADA access to the Education Facility.

Mike asked if referring to it as “additional” ADA access would be acceptable.

The group agreed.

Paul also commented on Recommended Solution *Item 1Bv* which indicated that “A plan to eventually remove the concrete road at least in part to mitigate the paved trail construction”. He stated that the technical feasibility of that occurring was pretty far out as far as he was concerned, and stated he had published a paper on a related topic. He stated that he was concerned about indicating that the Program was going to restore concrete road to scrub.

Mark said that he felt that the notation referred to hydrological impact.

Ron agreed with Mark.

Paul suggested a change to clarify that removal of the concrete road was to partially mitigate hydrological impacts.

Barbara suggested that she could revise the scope of the project and ask the engineers to provide information on the feasibility on removal of part of the concrete road.

Mike stated it would be helpful information.

Mike stated that staff’s perspective has been that removal of the concrete road would be a pipe dream unless there was a large mitigation project to provide funding.

Ross asked if the concrete might be useful as fill material, or if it could be recycled.

Ron stated that concrete could be pulverized and reused.

Clarification was provided was that in order to really restore the area of the concrete road, the area would need to be elevated.

Ross asked if Paul’s concerns had been addressed.

Paul said yes.

Changes to Ross’s proposal are noted below in tracked changes format.

Proposal to Resolve Bike Path Issues at Malabar Scrub Sanctuary

March 06, 2008

Submitted by Ross Hinkle

The purpose of this brief is to offer a solution to the stalemate in making decisions to move forward with discussion and resolution of the establishment of a paved bicycle trail at Malabar Scrub Sanctuary. It is based upon a meeting that occurred on Friday February 22, 2008 at Viera, Florida. Parties attending included representatives of EELS, EELS SMC, interested parties from the bike community, Town of Malabar, and interested members of the environmental community.

Background:

1. There have been several discussions regarding the establishment of the paved trail on the east side of the sanctuary.
2. At one point several years ago there was a discussion on the use of the concrete roadway near the current fire station and on the west side of the sanctuary. That option was dropped for various reasons and the trails folks decided to work with the Town to establish a trail head on the east side of the sanctuary. There was a plan

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drawn up and the Trails head was established with the assumption that the east side of the sanctuary could be used.

3. The EELS REAC committee reviewed the plan for using the east side of the sanctuary and recommended going forward to the EEL SMC.
4. The SMC discussed the options for a trail thru the sanctuary east side and voted against the trail on the east fire line with a recommendation to consider locating the trail along the existing concrete boulevard because:
 - a. The concrete boulevard already existed preventing the need for further pavement within the sanctuary. ~~However, there was some uncertainty about heavy traffic across the sanctuary at the boulevard area due to scrub jay families in that area.~~
 - b. There was uncertainty as to whether the Marie street and Malabar Road right-of-ways could be used and further info was needed to rule that option out.
5. The plan was sent to the BOCC for approval proposing the trail along the east fire line, which was inconsistent with the recommendation made by the EEL SMC. This caused some consternation on the part of the environmental community and the EEL SMC that precedents could be set in overruling the SMC recommendations due to public pressure.
6. The EEL SMC maintains a purely objective scientific approach to the decision and does not want to lose the objectivity in their decisions.
7. The sanctuary is deeded to the state so ARC has the final decision on the sanctuary plan implementation. They have deferred consideration of the trail due to the uncertainty associated with the SMC position and the BOCC's direction to resolve the issue.
8. The meeting on February 22nd was called to try and resolve the issue per the direction of the BOCC to county staff.
9. There was general agreement at the February 22nd meeting that the Trail planners have to have a resolution to this issue before they can invest in final planning.
10. The SMC is being asked to reconsider their decision to help move forward with ARC and the desires of the Trail planners and the Town of Malabar.

Recommended Solution:

1. Request reconsideration by the EEL SMC with the following caveats:
 - a. Expedite the trail discussion and resolution to high priority with the SMC.
 - b. Ask the SMC to approve the trail on the east side of the sanctuary with the following caveats:
 - i. Clarification has been provided that there is an assumption by the Committee that there is not sufficient space in the existing right of ways on Marie Street or Malabar Road for the placement of the paved linear trail.
 - ii. The trail will be as narrow as possible to meet the needs of the fire control equipment and EEL site management needs.
 - iii. The trail will be built with pervious surface if compatible to structural integrity for equipment access and free movement of chair bound visitors.
 - iv. Use the trail as an additional ADA access area – similar to the concrete access trail at Enchanted Forest.
 - v. Set up a trail monitoring program similar to other sites to determine the user impacts near and off trail with plans to control usage
 - vi. A plan to eventually remove the concrete road at least in part to mitigate some of the hydrological impacts of the paved trail construction.
2. Take the EEL SMC reconsideration to the BOCC and send to ARC for their information.

MOTION THREE

Mark Bush moved to present Ross's modified *Proposal to Resolve Bike Path Issues at Malabar Scrub Sanctuary* to the REAC Committee.

Ron Hight seconded the motion.

Ross asked if there were additional comments or questions. There were none.

The motion carried unanimously.

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Acquisition Process Streamlining

Mike explained that during the February 12, 2008 Board Land Acquisition Workshop, the BOCC had asked if the SMC could give some consideration to whether or not streamlining the acquisition process would be helpful in shortening the property acquisition timeframe. There were several contracts presented to the Board for approval recently that were near the date when the options would expire, and when last minute concerns were raised by the Clerk of Court, the Board felt they did not have enough time to properly review all the information that they had received.

Clarification was provided that after a signed acquisition contract is received, an EEL Program Selection and Management Committee meeting is scheduled for the SMC to consider final approval for the contract to move to the Board, and a Brevard County Land Acquisition Committee Review meeting is also scheduled in the event that the purchase price exceeds \$750,000. Clarification was also provided that recently, a number of acquisitions were flowing through the process at the same time; there were political concerns about having too many acquisitions on the table at one time; and, that the appraisal and negotiation processes also affect the length of time that it takes for a property to come under a signed contract.

The three processes outlined in the EEL Program’s Land Acquisition Manual (LAM) were reviewed. Mike clarified that the handout for this meeting was the same handout from the February 27th meeting when this topic was briefly discussed.

<p><u>LAM Process A/B</u> Willing Seller Application SMC Meet App. Review SMC Site Visit SMC 1st Majority Vote Appraisals SMC 2nd Majority Vote Negotiations SMC Review of Contract BOCC Submittal</p>	<p><u>LAM Process C</u> <i>(Used when SMC has already completed 1st & 2nd Majority Votes for a funding project.)</i> Willing Seller Application Appraisals Negotiations SMC Review of Contract BOCC Submittal</p>	<p><u>Emergency Procedures</u> Willing Seller Application Emergency Assessment SMC Site Visit Landowner Testimony <i>(Justification for emergency acquisition)</i> SMC 1st & 2nd Majority votes <i>(In succession. Initiates Emergency Process. Requires unanimous vote)</i> Appraisals Negotiations <i>(Prior to review appraisal, if not more than a 10% or \$250,000 divergence)</i> BOCC Submittal</p>
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Mike clarified that Process C has not been used recently because, in most cases, significant time has passed since the initial SMC approvals. so staff prefers to reconfirm priorities with the SMC as willing sellers are indentified, and complete new site visits, when needed to confirm site conditions have not changed since the historic votes were taken. He also noted that there were a few places in the LAM that might benefit from clarification, but that streamlining could take out the checks and balances that were built into the process. He opened the topic to general discussion.

Paul Schmalzer stated that he felt that if there were specific wordings that might clarify certain steps in the process, they could be discussed. He also said that if Process C was going to be used more in the future, that he would suggest that the Project boundaries be reviewed. He expressed his concern that trying to streamline the acquisition process could remove the checks and balances that were built into the process and noted that any revision to the Land Acquisition Manual would be a lengthy process that would require approval of the SMC, and the Procedures Committee (PC), before being sent to the Board for their approval.

Mark Bush stated that he was in favor of clearing up language that would help lead people to an understanding of what the Program did, but that generally, he felt this topic came under the guidelines of “If it isn’t broken, don’t fix it”, and he said he didn’t see the LAM as broken. He mentioned that when you have some people complaining that the system is too slow, and some people complaining that the system

is too fast, you're probably doing the right thing down the middle.

Mike clarified that the minor changes he was referring to were just a couple of things that were causing confusion for the auditors and that an overall revision to streamline the acquisition process was not in the same category as the minor changes he mentioned previously. Mike said that he was holding off on making the minor changes until issues with the Clerk's Office were resolved.

Paul stated that he felt that the delays were coming after the SMC's final approval to move the contracts to the Board. He stated that the SMC approved moving the Boyd and DiChristopher contracts to the BOCC in April of last year and they didn't get to the BOCC until December, so there may have been a variety of reasons for the delays, but they didn't relate to the Land Acquisition Manual or the SMC.

Ron Hight said that in his perspective, a program of land acquisition needs clear oversight, from the beginning to the end. He said he didn't think the process was broken or that anything needed to be fixed. He stated that the SMC just needed to be aware of past issues, and that they would do their part.

Ross said that he thought that the request that came to the SMC to look at this and consider changes, was done to solve a problem that neither the LAM, or the SMC caused and that he felt the process was fine. He stated that when the Procedures Committee wrote the original LAM, and then when the Procedures Committee and Selection and Management Committee completed the former revisions to it, they went through scenarios of checks and balances. He stated the delays were not in deciding to purchase land, or in determining if the land met the criteria for acquisition; the hold up came when the process was challenged every time on various aspects of the acquisition process. Ross said that he did not feel that any major changes were needed.

Public Comment

Jack Lembeck stated that his perspective from analyzing it from the outside was that he did not see a problem with the process. He said that he was associated with the group from Ulumay Sanctuary and he had attended this SMC meeting in an effort to learn more about the EEL Program's land acquisition process.

Additional Discussion

Mike clarified that he was available to Mr. Lembeck if he ever needed additional information.

Paul asked for clarification on the BOCC's February 12th Workshop discussion regarding the possibility of incorporating the Clerk of the Court earlier in the land acquisition process.

Mike stated that there were two things that came from the workshop: 1) requesting that the SMC consider whether or not there would be any benefit to streamlining the front end of the acquisition process, and 2) discussion on how to involve the Clerk's Office in the process so they can get the information earlier. He stated that there had been one meeting on this topic, and that information was too preliminary to pass on at this point, but that he would circulate information out to the SMC when things became a little more solidified.

Confirmation was provided that a date for these items to go back to the BOCC has not yet been confirmed.

Ross asked if a motion was needed from the SMC on this item.

Mike clarified that his preference would be to have a motion from the SMC, just for clarity.

MOTION FOUR

Ron Hight moved that the EEL Program should continue to use the standardized, approved land acquisition procedures that are in place, without any changes.

Paul Schmalzer seconded the motion.

Ross asked for further questions or discussion. There were none.

The motion carried unanimously.

Sanctuary Management Manual Language Revision for BOCC

Public Comment

Mary Sphar, citizen, commented that in her opinion, the remaining language for the EEL Program's Sanctuary Management Manual revision didn't seem to accomplish much, and that she didn't see the point in submitting it to the BOCC.

Additional Discussion

Mike stated that the language from the last suggested revision had been declined by the BOCC. He said that the language which had been crossed out at the bottom of the document that was being reviewed today was basically the sentence that he thought previously put everyone at ease in getting the issue resolved. He said that the group should correct him if he was wrong, but in his opinion, what transpired at the Board Meeting was a debate over the last sentence.

Public Comment

Suzanne Valencia, citizen, agreed that the final sentence had caused great consternation.

Additional Discussion

Mike said that, at this point, there were a couple of things that could happen. The Program could go back to the BOCC with this language handed out today, or they could wordsmith it some more. He stated that he felt that the first sentence in today's language makes a clear statement that that the SMC must do a final review and authorization to proceed to the Board, before a Management Plan can be submitted to the Board for final approval. He said that he felt that was an important statement that wasn't in the Manual now, and that it was consistent with what the Program had always done.

Clarification was provided that the EEL Program's Land Acquisition Manual contains language that prevents the Board, or anyone else, from identifying lands for acquisition that have not been approved, and recommended by the SMC, and that the original intent of these revisions was to tighten the language of the Sanctuary Management Manual to the same level as what is in the Land Acquisition Manual.

Paul commented that the original revision language previously approved by the SMC on December 5, 2007 also included "for informational purposes" which did not show up in the document being reviewed at the meeting.

Mark Bush commented that stake-holder should be hyphenated.

Clarification was provided that it seemed that perhaps the Board interpreted the previous language as indicating that they would only see ideas that the SMC had approved, rather than what the language actually intended, which was that all ideas for land use would be included in the plan, for informational purposes, but that only those activities approved by the SMC would be included as part of the approved actions for land use and management.

Mike stated that anyone at any time can raise a concern to the Board about what they like, or dislike about anything, and the Board could take whatever action it wanted to have the Program review it.

Paul stated that the ultimate political authority in the County resides with the BOCC, and they can approve or disapprove management plans; and, that they can approve or disapprove, or do nothing about acquisitions; so it's the involvement of citizens, and their support of the Program that is important for keeping the EEL Program as a science based program.

Public Comment

Maureen Rupe agreed, and she expressed her concern that if politics are brought into the EEL Program, than citizens may, or may not approve another referendum.

Additional Discussion

Mike stated that with the new language, he did not feel that he had the ability to take a plan to the BOCC that would be contrary to what was authorized by the SMC, so as Program Manager, that helped him immensely.

The proposed changes to the Sanctuary Management Manual are noted below in tracked changes format:

“The following non-procedural revisions are proposed. Similar revisions were approved by the BOCC on December 13, 2005.

1. EEL office address, phone, website and email information.
2. Related changes to the table of contents.
3. Addition of references to the 2004 referendum.
4. Name change of State CARL Program to Florida Forever Program.
5. SMC Committee membership at the time of revision.
6. Pg. 29: EEL Program organizational chart (current staffing).
7. Pg. 20: Map of centers for regional management (current).
8. Pg. 22: Proposed and acquired map (current).

The following language addition is proposed for page 15.

1. “Prior to presenting a Site Management Plan to the Board of County Commissioners, EEL staff will present the complete Plan with amendments and appendixes, to the Selection and Management Committee for final review and authorization to proceed to the Board. The plan should list, for informational purposes, all REAC recommendations, stakeholder input, and public comment. During the SMC review and discussion, the primary question to be answered is: Does the Site Management Plan meet the Program objectives and needs and should the EEL SMC recommend that the BOCC approve the Plan? ~~Only those plans, plan amendments, and changes in management or land use that have been approved by the SMC shall be brought before the BOCC for approval”.~~
2. Addition of the EEL Species Translocation Policy as approved by the Selection and Management Committee.”

MOTION FIVE

Paul Schmalzer moved to approve the amended Sanctuary Management Manual Language, with revisions as noted in the discussion.

Mark Bush seconded the motion.

Ross asked if there were questions or public comment. There were none.

The motion passed unanimously.

Public Comment

Mary Sphar stated that the only way that the proposed paved trail would be acceptable to them was if the concrete boulevard is removed. She stated that she knew that restoration was expensive, but she felt that the sanctuary would be better off with dirt in the area, as opposed to concrete, and asked if it might be possible that the concrete be removed as part of a volunteer effort.

Maureen Rupe commented that perhaps the use of heavy equipment might be donated.

Additional Discussion

Dave Breininger stated that he would have concerns about taking up the concrete without raising the level of the ground because he was worried about creating an exotics problem, and that at least the exotics could not grow in concrete. He stated his preference for a complete restoration project.

Ross said he agreed that he would favor removal of the concrete with the restoration of native species.

Maureen Rupe stated that they wanted to see the site restored, but expressed her concern that if the concrete was not removed as a first step, it would never be removed.

Mike stated that he felt everyone was in agreement that it would be good to reduce the footprint of the concrete boulevard, but that it was important to have a good plan in place, because otherwise you could be creating a bigger problem.

Dave stated that if the resources were limited, other than the political perspective, he could think of a large number of other things that need to be done from a habitat perspective before removing the concrete boulevard.

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Ross asked Dave if he would object to the removal of the concrete, if there was funding for it.

Dave said he wouldn't object to removal and restoration if they had the funding to do it right, but that he could think of a lot of more important things to do that are keeping species from recovery than dealing with that concrete right now, and his concern was that if the restoration wasn't done well, it would provide a place for cogon grass, Brazillian pepper, and other invasive exotics.

Mike stated that another way to approach the issue was in phases.

Dave stated that if he was going to do anything at the Malabar Scrub Sanctuary now, with a limited amount of time and money, he would suggest restoring it to an open savannah, and do mechanical cutting and burning of trees, thinning them out, because that is what was affecting species viability now, rather than rushing into something that might created a spread of exotics throughout the landscape that would have to be managed.

Mike commented it was a matter of priorities.

The need to clarify where the funding for theses projects would come from was discussed.

Public Comment

Jim Durocher mentioned that as a member of the REAC committee, he wanted to clarify that they needed as much information as possible when they considered this issue.

NEXT MEETING:

It was determined that the next meeting would be held on April 8, 2008.

ADJOURNED:

The meeting was adjourned at 4:10 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to approve the February 27, 2008 minutes as amended.
- Motion to decline the Aura Ranch Property from further consideration.
- Motion to present the Ross's modified Proposal to resolve Bike Path Issues at Malabar Scrub Sanctuary to the REAC committee.
- Motion to continue to use the standardized, approved land acquisition procedures that are in place, without any changes.
- Motion to approve the amended Sanctuary Management Manual Language, with revisions as noted in the discussion.



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)**

**April 8, 2008
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Ron Hight
Ross Hinkle
Randy Parkinson
Paul Schmalzer
Kim Zarillo

EEL PROGRAM STAFF

Sandy Carnival
Laura Clark
David DeMeyer
Mike Knight
Katrina Morrell
Chris O'Hara

THE NATURE CONSERVANCY

Keith Fountain
Anne Mayer
Rebecca Perry

GUESTS

Ernie Brown, Director, Brevard County Natural Resources Management Office
Bonilyn Wilbanks-Free, Town Administrator, Town of Malabar
Susan Gosselin, Brevard County Natural Resources Management Office
Suzanne Valencia, Sierra Club

*April 8, 2008
Approved June 17 2008*



ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM SELECTION & MANAGEMENT COMMITTEE (SMC)

April 8, 2008
Meeting Minutes

CALL TO ORDER:

Ross Hinkle called the meeting to order at 1:05 PM.

PUBLIC COMMENT:

None.

MINUTES:

The March 11, 2008 minutes were presented for approval.

Ross asked for comments to the March minutes.

Paul Schmalzer stated that he had some items on these minutes. He said that the first items were on the order of corrections, and others related to discussion in the minutes that seemed confusing.

He noted the following:

- Page 3, re: Tico Airport, Discussion of options: Option 2 and 3 are reversed.

Discussion ensued that clarified that no priority had been assigned to the land swap choices that had been discussed during the March meeting.

Ross made the following suggestion:

- Change the word "options" to "considerations".

Paul offered additional comments related to corrections:

- Page 7, paragraph beginning: "Paul said that if you narrow the trail...": The last sentence should be clarified as "He added that if the trail was not going to go around the outparcel but come out to Marie Street at the north end of the outparcel, which was discussed at the REAC site visit, that would also reduce the amount of linear impact and the number of acres that would have a non-pervious surface."
- Page 8, re: Jordan Scrub Management Plan: Clarification should be provided that the language in the Jordan Scrub Sanctuary Management Plan allows the temporary use of an existing trail and a planned trail (not road) on a temporary basis. No paved trails are authorized for the Jordan Scrub Sanctuary.
- Page 10, beginning of Ross's Proposal: The line is marked as deleted, it but still shows up.
- Page 15, 1st and 2nd sentences: Insert comma before "for informational purposes".
- Page 16, paragraph beginning "Dave stated that if he was going to...": Insert "it" after restoring and change "affective" to "affecting".
- Page 8, acronym incomplete: "FNA" should be "FNAI"

Paul said he also had a few comments on the discussion from the March meeting:

- Page 2, TNC Report Ag Ventures - "did not know what would be acceptable to the Board". Paul stated that the price paid for EEL Program acquisitions is supposed to be based on independent appraisals by qualified professionals and he asked if there had been a change in the process for determining value.

Keith Fountain confirmed the same parameters still apply.

- Inconsistencies in width regarding the discussion of the proposed paved trail.
Paul stated that on several pages there was discussion of the proposed paved trail within different contexts, and there seemed to be some inconsistencies of what constitutes a minimum width. Paul stated that on Page 4 in public comments related to the ARC meeting, it was listed as 12 feet; on Page 5 Mike and Barbara had mentioned options for making it more narrow in sensitive areas; page 7 mentioned a minimum of 8 feet due to the requirement of fire vehicle access; page 9 mentioned 10 feet as paved and also 10 feet with a 2 foot buffer on each side. Paul said that Ross's proposal read the trail will be as narrow as possible, but there seems to be some inconsistency as to what "as narrow as possible" means.

Mike Knight confirmed that what is proposed is 10 feet for paved width, with 2 feet of stabilization on each side, to protect the edge, so they were really talking about a 14 foot footprint. He said we presumed that what we would do, based on Ross's comments, is that during the design process, figure out how narrow we could get it. Mike said that it may even be more narrow than 8 feet if we can figure out how to make it work, and accommodate the needs of the users, and also allow for a fire line access next to it. He stated that if we were to say, no more than 8 feet, so that we can make it like the North Boundary Canal trail, because we know we can drive trucks on it, that would be another way to say it. Mike said that he thinks we're all geared towards trying to make it as narrow as possible, and hopefully we can just have the latitude of trying to do that in the design process.

Ross said that was one of the reasons his proposal said "as narrow a possible, rather than put a specific footage on it, because in some places it might have to be a little more, and in some places it would be a lot less, so the design should break that out.

Paul asked if perhaps there shouldn't be some guidance in this proposal to REAC, of setting a maximum or not to exceed width.

Ross clarified that would be discussion outside of the March minutes, and that it would be best to clarify the minutes first.

Paul agreed. He continued with his comments on the discussion from the March meeting.

- Procedural questions regarding the process for the Malabar Scrub Sanctuary Management Plan.
 - Paul said that on Page 7 where Mike was speaking the minutes indicated "Mike clarified the requested paved linear trail would not come back to the SMC for reconsideration without the requested information and that the SMC would not see it until they reviewed the revised Management Plan." Paul stated that he felt that as new information becomes available, it should be provided to the SMC.

Mike clarified that the information would be provide as it was received, but that the revised Management Plan would not come back to the SMC for approval until all the information was received. Mike also confirmed that the entire management plan would be brought back to the SMC because they had to adjust the location of the South Region's facilities and a variety of other items.

Paul asked for clarification of whether or not the Management Plan would go back to the Board of County Commissioners (BOCC) once it goes through the Committee process again.

Mike stated it was his understanding that the Management Plan would be reviewed by REAC, the SMC, and the Board of County Commissioners, and then be resubmitted to the ARC Council.

- Clarification was provided that the last line in Ross's proposal would need to be revised to include adding the Board's review to reflect the process as Mike had just stated it. The line will be revised to read "...take the EEL SMC reconsideration to the BOCC and the ARC for their consideration."

- Ross's Proposal

Paul stated that he wanted to be sure that support for Ross's Proposal was not considered to be a final endorsement of a paved linear trail at the Malabar Scrub Sanctuary when information on the Proposal was forwarded to the REAC Committee. Mike confirmed that was correct.

Paul stated that Ross's proposal did not contain the information that had been requested by ARC.

Clarification was provided that since the revised proposal had not been distributed to the SMC for final review, approval of the April 8, 2008 minutes would be considered formal approval of the proposal.

Paul stated the topic of proposals for paved linear trails on other sanctuaries in the South Regions has been listed on previous meeting agendas, but tabled during the meetings due to time constraints, and that in March the Committee was told the topic would probably be on the April agenda, and that since it wasn't, was there a schedule for moving that discussion forward?

Mike replied that he had been holding off further discussion until this particular issue was resolved because it had been important to address it first. He said he wanted to make a point that the other one was not a proposal and that no one had formally requested to have paved trails on other sanctuaries, staff had just seen what was drawn on the maps and felt the SMC should have a discussion early on about how to deal with it.

- Revisions to Sanctuary Management Manual

Paul stated that the revisions to the Sanctuary Management Manual had been approved in March and asked when it was expected that they would go to the Board.

Mike confirmed it was anticipated that the item would be presented during June.

Ross asked for additional comments. There were none.

MOTION ONE:

Paul Schmalzer moved to approve the March 11, 2008 minutes as amended.

Randy Parkinson seconded the motion.

The motion carried unanimously.

ADMINISTRATIVE REVIEW:

The Administrative Review was discussed.

FCT Grant for Thousand Islands: Reynolds and Crawford Properties

Mike informed the group that final Florida Communities Trust approval for the grant on the Thousand Islands properties was scheduled for March 18th. This approval is contingent on both the Crawford and Reynolds properties being acquired. The Crawford property has already closed and the Reynolds property is scheduled to close on April 10th.

Tony Sasso, formally a City of Cocoa Beach Council person, has recently been elected to the State Legislature. Tony and Mike have confirmed they will be available by phone for the meeting on March 18th.

It is anticipated that the County will receive approximately \$800,000 in grant funding partnership for these acquisitions if final approval is received.

Florida Today Newspaper Article.

Mike spoke briefly about a Florida Today Newspaper Article that had come out in the previous Sunday's paper. He explained to the SMC that he was now communicating strictly via e-mail with this particular reporter due to inaccuracies in previous articles, and he wanted to clarify two points where the reporter received correct information from him, but for whatever reason, the information was not contained in the article.

The newspaper article implied that the EEL Program was buying lands at waterfront values when the land was next to a marsh. Mike explained that this aspect of the information in the appraisal had been identified during the appraisal review process; it was also addressed in the Negotiation Summary, but that information was not included in the article.

In addition, the article implied that there had been an overpayment to The Nature Conservancy for services to the EEL Program. The issue in question was reviewed by the County Attorney who determined that no overpayment had occurred. Changes in the proposed contract with TNC have been made to address the issue in question.

Thousand Islands Mangrove Trimming

Paul said he was pleased to see that the Department of Environmental Protection had concluded that the trimming by the surveyors at the Thousand Islands had been determined justified and within the scope allowed under the rules.

SMC REPORTS

Paul informed the group that he had received a newsletter from the Conridina Chapter of the Florida Native Plant Society and they are planning to feature a special DVD regarding a walk through the Malabar Scrub Sanctuary with Margaret Hames at their next meeting. Discussion confirmed the recording was probably done during the 1990s.

Mike stated that he would like to obtain a copy of the recording for the EEL Program.

STAFF REPORTS:

Education – Katrina Morrell

Katrina Morrell, Education Coordinator for the EEL Program provided information on Education activities since the joint meeting including:

- Teaching of Certified Interpretive Guide Course at Tibet-Butler Preserve, Orlando
- North Region Draft Interpretive Plan
 - Updating Exhibits at Enchanted Forest
 - Summarizes current media (exhibits, trail signs, etc.)
 - Works with land Management Plans
 - Identified what needs to be done
 - Action Plan for completion of Tasks
- No Child Left Inside Program
 - Working with Brevard Zoo on web based program to get families outside
- Participation in *Research Rules!*
- Community Outreach Programs

Annual Report – Sandy Carnival

Sandy Carnival, EEL Program Support Service Manager, provided copies of the final EEL Program Annual Report for Fiscal Year 2006/2007. She thanked the SMC for their input and stated that although the majority of suggestions that had been received were included in the final report, some of the ideas would

be used in future issues. She said that anyone who had suggestions for future issues should send them in. The Annual Report will be available in PDF format.

THE NATURE CONSERVANCY:

Keith Fountain reviewed The Nature Conservancy's April 8, 2008 Report to the SMC.

- Ag Ventures /Honeywell property: New negotiations are underway as the previous contracts expired after BOCC review. Also working on clarification of PUD requirements.
- Honey Hole Ranch Conservation Easement: Appraisal site visit last week. Appraisal process ongoing.
- NIRL Bohne/Coleman, Cherven, Maggio, Reichman property owners have all been contacted recently and have expressed an interest in selling.
- NIRL Xynidis landowner contacted recently and remains interested in sale or conservation easement.
- Hunter's Brooke Inholdings - RJM Investments and Wasileski/Woodland Ranch: Getting close to the appraisal process.
- BLWY The Nature Conservancy / fka St. Lucie Consulting: Appraisal complete. TNC to draft agreement.
- BLWY Sykes Creek Properties Boyd and DiChristopher: New negotiations are in process as the previous contracts expired after BOCC review. Appraisals have been updated.
- BCSE Hossain (fka Albury): New negotiations are in process as the previous contracts expired after BOCC review. Appraisals to be updated.
- BCSE Jordan Inholding Balkany: Landowner accepted last offer. TNC negotiating contract terms.
- FIND Swap: discussions continuing

Additional Discussion

Mike informed the SMC that the Town of Grant/Valkaria has asked the EEL Program to provide information on our plans for acquisition in that area in order to better understand the benefits and potential impacts to the future growth of the Town. Additional information on this topic will be provided in the future.

Ross said that he and Mike had attended a meeting with folks from the City of Titusville at the request of District 1 Commissioner Truman Scarborough. A group of citizens who are interested in a project on 94 acres (North west corner of Garden Street and I-95), where there were previous plans to build a Wal-mart, have submitted this property to ARC for their consideration as a new Florida Forever Project. The SMC reviewed a previous request regarding a project on this location on April 6, 2007. At that time, the SMC tabled consideration of participating in what was then known as Tortoise Ridge, due to funding constraints and concerns that the plans for the project might not be compatible with EEL Program management goals. Additional information will be provided on this topic in the future.

AGENDA ITEMS:

Lake Poinsett Regional Offsite Mitigation Area - ROMA

Mike explained that Ernie Brown, Director of Natural Resources Management Office (NRMO) had come to the EEL Program in June 2005 to discuss the possibility of the EEL Program accepting donations of small parcels of mitigation properties from a Regional Offsite Mitigation Area (ROMA) off Lake Poinsett Road, in Cocoa.

During the June 2005 meeting, the SMC agreed with the idea conceptually, and clarification was provided that the following information would need to be addressed before further consideration:

- Does the land meet criteria for acquisition by the EEL Program?
- What are the details of the contract?
- Would a per acre management fee be appropriate?
- How does fire management fit into the plan?

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An SMC site visit was held on July 27, 2005 and staff also visited the site. The following items were noted in those reports:

- The site appears appropriate for a ROMA.
- There is no direct access to the south side of the property except by crossing a large canal.
- Who will be responsible for the initial restoration of the site?
- Will resources for long-term management come with the donation of the land?
- What level of public access is appropriate and how can it be managed?
- Access for exotic plant control would be easiest via airboat during high-water periods.
- Giant reed (*Phragmites*) could be sprayed from watercraft along the open water areas.
- A grove de-watering pump is located along the north property line about 150 m from the north east corner. This pump discharges directly into the wetlands of the subject property.
- In addition, some debris was noted dumped along the northern property boundary, apparently in association with grove operations.

Ernie stated that Brevard County and St. Johns River Water Management District (SJRWMD) attorneys have been working on this item since the last meeting. He clarified that the County's wetlands mitigation guidelines require "no net loss" and that single family homeowners needed a place where they can purchase mitigation credits in small increments. He said a ROMA is seen as a win-win in this type situation because the impact and mitigation areas were local.

Ernie stated that there was a current landowner who was ready to purchase and donate mitigation property, but that NRMO is not currently authorized to accept donations of property.

Mike clarified that the EEL Program has blanket authority to accept property donations that have been approved by the SMC.

Ernie said that they were still working out the details of the Lake Poinsett ROMA, and he said that he could go to the Board on June 22nd to request that Natural Resources be permitted to accept this one donation. He asked the SMC if they would like to accept the donation from the current landowner, with the understanding that the rest of the details on the ROMA would be worked out.

Discussion ensued. The following was noted:

- Information requested previously has not yet been received.
- A conservation easement over the entire property would be required.
- Several items, including clarification of who would manage the property and how were they going to pay for it still needed to be worked out.
- Management fees required clarification.
- Would it be possible to transfer the property back to SJRWMD when the smaller lots could be bundled into a larger adjacent piece?
- Although Scott Taylor, the Central Region Land Manager has a strong background in salt water marsh management, the EEL Program does not have a great deal of expertise in managing fresh water marsh, which requires regular prescribed fire.
- The EEL Program does not presently own a lot of the equipment required for fresh water marsh management.
- The SJRWMD owns and manages most of the property in this area.
- The site has an urban interface which makes management more difficult.
- The site is distant from other EEL Program conservation lands.

Clarification was provided that it would be best to receive additional information before a final motion was submitted.

Additional information will be provided in the future.

Hossain Property

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Mike stated that the Hossain property acquisition is under new negotiations as the previous option agreement has expired since it was submitted to the BOCC.

He explained that the Town of Malabar has requested that the portion of this property that sits south of Malabar Road on Glatter Road be given to the Town for their use as a public utility easement and right-of-way.

Staff's opinion is that the sliver of land that the Town of Malabar has interest in does not have any conservation value and that if the option agreement goes back to the BOCC, staff wants to have SMC input on the Town's request.

Kim Zarillo asked if the property would be transferred to the Town at the appraised value.

Mike said that it was his perspective that if the BOCC was supportive of the transfer, the details would need to be worked out between the BOCC and the County Attorney. He said that compensation would be pursued at some level.

Paul said that because the County would be using bond funds, specified for the purposed of buying land for conservation, compensation of some sort would need to be worked out if part of that land was turned over to another entity.

Mike stated that it was his hope that the SMC would confirm that the property the Town of Malabar has an interest in does not have any conservation value, and that the details would be worked out during the transfer.

Ross asked if all Mike was asking for was a motion that the SMC agreed to transfer the property within the context of what was legal and for the County to negotiate.

Mike said yes.

Ross clarified the question for the SMC is: "Would removing that sliver of land damage the conservation value of the surrounding property?" and he stated that the County would work within the bonding constraints.

Ron Hight asked if it would be possible for the Town to purchase the property separately.

Kim Zarillo stated she would like to have that question answered, as well.

Mike stated that it was his understanding that there was no motivation for the owner to split the property up.

Ross stated that if the property was split up, it would also require an additional appraisal.

Public Comment

Bonilyn Wilbanks-Free, Town Administrator from the Town of Malabar stated that she felt that the property was not really big enough to do anything with from the owner's perspective but that it would be a perk for the Town because of drainage issues on Malabar and Glatter Roads.

Additional Discussion

MOTION TWO

Mark Bush made a motion for staff to separate out the sub-parcel within the Hossain property and transfer it to the Malabar Town Council.

Ron Hight seconded the motion.

Ross asked if there was additional discussion.

Kim mentioned that Mark's motion did not include any reference to compensation.

Randy Parkinson said that he understood the motion to mean that staff would work out the details of the transfer.

Mark suggested that the compensation could be a land swap.

Kim expressed her concern that it could be nothing.

Randy, Mark and Ross agreed that it could be nothing.

Ross asked if there was additional discussion, questions, or public comment.

There was none.

Ross called for a vote.

(Motion Two – con't)

Ross Hinkle, Mark Bush, Ron Hight, Randy Parkinson, Paul Schmalzer, and Dave Breininger voted affirmative.

Kim Zarillo voted in opposition.

The motion passed.

Honey Hole Ranch Conservation Easement

Mike explained that the purpose of this discussion was to consider a 2nd Majority Vote on the Honey Hole Ranch Conservation easement in order to authorize negotiations with the owner. This property has been discussed at length during previous SMC meetings. The property received a Priority 2 vote on September 8, 2007. Appraisals are underway.

Public Comment

None

Additional Discussion

Ross asked for discussion or a motion.

MOTION THREE

Paul Schmalzer moved to approve a 2nd Majority Vote on the Honey Hole Ranch Conservation Easement to authorize negotiations with the owner.

Kim Zarillo seconded the motion.

Ross asked if there was any additional discussion. There was none.

The motion carried unanimously.

DiChristopher Property

This property is under new negotiations as the option agreement expired since the property was reviewed by the BOCC. There has been significant discussion on this property at previous meetings.

Ross explained that the owner has removed 15 acres from the north east portion of the property from his willing seller application and staff is requesting confirmation that the SMC would still like to pursue negotiations with the landowner.

Mike reviewed a map showing the location of the 15 acres.

MOTION FOUR

Paul moved to approve continued negotiations of the DiChristopher property, minus the 15 acres removed by the owner.

Dave seconded the motion.

Ross asked for additional comment.

Mark Bush said that he had never really been excited about this acquisition and expressed his concerns related to the acquisition history because it had been a Priority 2, but was raised to a Priority 1 at the regroup in an effort to be fair to the owner because the contract had been submitted to the BOCC, then the BOCC declined the contract and now the owner was changing his mind about what was being offered.

Paul said that the acquisition of the Boyd and DiChristopher acquisitions would link up the 400+ acres in the Ulumay Sanctuary which is in conservation, to several hundred acres of publicly owned property to the north. He reminded the group that when only one of the properties was presented to the SMC, acquisition was not pursued, but when the second property was added, it provided the opportunity to connect the two

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pieces of conservation land, and enhance the value of those wetlands, even impounded wetlands, to the Indian River Lagoon system.

Ross said that the committee had already approved the acquisition to move forward, the questions was "Does the removal of 15 acres reduce the conservation value enough to step away from the deal, or try to step away from the deal?"

Clarification was provided that acquisition of the Boyd and DiChristopher properties was contingent on both properties being acquired.

Dave said that he understood that we were trying to build a connection to existing ecosystems, but what was unclear to him was how to proceed with others.

Paul said that Blueways was a State approved project with the possibility of matching funds, when they became available. He reminded the group that the SMC agreed to take on management of areas within the Blueways that were being acquired in order to help the State move forward with acquisition in that project. He mentioned that no requests to take on management of other properties had been received, that he was aware of, but the agreement had been made.

Randy stated his understanding that at this stage the SMC was being asked to determine if the removal of 15 acres constituted a large impact to the conservation value of the property, not to determine if the area as a whole was viable.

Mike said that he felt that it would not be a good idea to step away at this time.

Keith said that he believes that it is possible that Mr. DiChristopher wants to sell the 15 acres for mitigation, and perhaps TNC can build protection of the landscape into the contract.

Paul said that meant that the EEL Program might get those 15 acres as a mitigation donation, for free.

Mike clarified that what was driving this was that the most recent appraisals had come in with lower values, and that it was possible that the property might be purchased at a lower price than what had already been approved by the SMC.

Dave asked if this was the last set of impoundments that had any priority.

Paul confirmed that there are other properties in the North Indian River Lagoon which were considered a priority.

Public Comment

None.

Additional discussion

Ron said that he felt wetlands like this could have greater value than folks were aware of, and that consolidated ownership of the area would be beneficial in the long run.

Clarification was provided that the motion on the table did not include any contingency regarding TNC including protection of the 15 acres in the contract.

Discussion ensued about the possibilities associated with sea level rise. Ross explained that not all marshes would flood at the same time, and transitional refugia was needed.

Ross called for a motion.

The motion carried unanimously.

Moorehead Property

Mike explained that Mr. Moorehead has an interest in an even exchange for a piece of his property, which is located east of the rail road tracks and south of the Storey and Parrish properties in the Indian River Lagoon, with part of the groves acquired as part of the Nevins Fruit parcel.

Clarification was provided that it is staff's opinion that the proposed exchange would not constitute a net conservation benefit to the EEL Program, but staff desires confirmation from the SMC regarding their preference.

Ross stated that, in his opinion, we needed the upland on the Nevis Fruit parcel to protect the watershed along the Lagoon, and that since the other property would most likely not be developed, the Program would be exchanging property that we needed for property that's probably going to be protected anyway. Ross said he thought it was appropriate to say that the Program was not interested in an exchange of this type.

Mark and Paul voiced their support for declining the exchange of properties proposed by Mr. Moorehead.

Clarification was provided that Mr. Moorehead has not yet completed a willing seller application.

Ross suggested to Mike that he could indicate that the SMC had discussed the exchange and was not supportive of a transfer of properties, and if Mr. Moorehead wants to fill out an application, he has the right to do that.

Ross asked for additional discussion or public comment.

There was none.

Jordan Scrub Sanctuary Site Review / Discussion

The SMC is doing a review of each sanctuary to discuss current and future management needs. The sanctuary is 352 acres and is comprised mostly of scrubby flatwoods. It is located directly west of US 1, south of Malabar Road, on Jordan Blvd.

Chris O'Hara provided information on recently completed prescribed fires on most of the sanctuary. He reported that the installation of fencing has reduced a lot of the illegal ATV activity that was occurring on the site and that native vegetation is coming back nicely.

A preliminary gopher tortoise survey on 17 acres found a large number of burrows.

There are plans for more surveys after the prescribed fire.

Chris confirmed that the Balkany property is in negotiation.

Dave asked about the status of the Cochran donation.

Mike replied the County Attorney is working with the file.

Dave asked if Chris was aware of the plans for the 20± acres that is being subtracted from the mitigation donation which has been pending for several years.

Chris confirmed he did not know what was planned for the area.

Dave expressed his concerns regarding the effect that in holdings would have on the Florida Scrub-Jays in that area, because an area that is developed, or forested, would negatively impact the Jays ability to travel freely over the large area that they require.

Dave explained that if everything was restored optimally, there could be 9 Jay family groups at the Jordan Scrub Sanctuary. The extinction threshold is considered to be 10 family groups. He explained that while there used to be 12 Jay families around the Valkaria Airport property which is located to the south of the Jordan Scrub Sanctuary, there are now only two, and he clarified the need for connected, large, open scrub landscapes to protect the current population's viability. He explained that it was very important that additional land management activity was completed as soon as possible on the east side of the sanctuary next to the rail road tracks and that the protected area be enlarged to help ensure the existing populations do not become extinct in this area.

Chris explained that the area on the eastern side has not been a top priority, as it is a challenging place to burn.

Dave re-emphasized the importance of maintaining as much quality habitat in this area as possible.

Mike explained that it is possible that the owners of the Coastal Jewell (previously known as Skora) property may become willing sellers. The Coastal Jewell property is approximately 200 acres and it is adjacent to the Jordan Scrub Sanctuary on the North.

Paul reviewed his report, which provided information on rare plants at the Jordan Scrub Sanctuary. The report was also distributed to the SMC prior to the meeting. Several rare plants occur at the Jordan Scrub Sanctuary including *Lechea cernua* (nodding pinweed), *Lechea divaricata* (drysand pinweed), *Nolina atopocarpa* (Florida beargrass), and *Pinguicula lutea* (yellow-flowered butterwort). Both species of *Lechea* are scrub plants that occur primarily in openings. Their populations in the Jordan Scrub Sanctuary are small. *Nolina* and *Pinguicula* are primarily mesic flatwoods species. In Brevard County, *Nolina* appears to occur only in the southern part of the county with small populations known from Malabar East, Jordan and Valkaria Sanctuaries. *Pinguicula* occurs in small numbers at the Jordan and Valkaria Sanctuaries in the southern part of the county and at Buck Lake in the north. Prescribed fire is important to maintaining the habitat for all these plants.

Mark Bush suggested a cooperative effort with the Town of Malabar to ensure that any property that was donated for mitigation be continuous, if possible.

Ross suggested consideration of working with the Town of Malabar in a cooperative effort to purchase the Coastal Jewell property as an extension of the Jordan Scrub Sanctuary and using a small portion of the property on the northern end as a location for the Malabar Town Hall. He reminded the group that the Coastal Jewell property is currently not in conservation, and a cooperative effort of this type would provide the Town of Malabar with a new Town Hall location, which they need, and increase land under protection, without compromising the quality of any lands currently in conservation.

Mike suggested the consideration of all options.

Public Comment

Bonnie Wilbanks-Free said that the Town of Malabar has also received options from citizens offering to assist with the possible location of a new Town Hall.

Additional Discussion

Ross asked if there has been any hydrological management.

Chris explained that there has been some hydrological management in small sections, but it has not been a priority as the wetlands were rebounding well after reduction of ATV activity. He explained that there was still some ATV use on the weekends and that a trash clean up day is planned in the future.

Dave expressed his support for a cooperative effort with the Town of Grant/Valkaria to help provide continuity of conservation lands.

Discussion ensued regarding the best way to document the Sanctuary reviews.

Mike explained he had considered having the information in the minutes, or for the land manager to generate a report on each sanctuary. He asked the SMC if there was any particular outcome that they wanted.

Ross suggested the information be included in the minutes, and kept in a separate file for easy reference, so the group could look back later and review the big picture.

Randy suggested the use of a template for this report.

Ron said that he thought the easiest way was to document the most important aspects of the discussion, perhaps with bullets.

Consideration was given to including the bulleted items as a summary within the Sanctuary Matrix maintained by Sandy Carnival.

Additional sanctuary discussions will be scheduled.

Public Comment

None.

Fulcher Property

Ross explained that the purpose of this discuss was to review the April 3, 2008 Site Visit Report and consider a 1st Majority Vote.

Paul reviewed the site visit report. The property is 158.6 acres directly north of CIDCO Industrial Park. It includes a scrub ridge and wetlands to the north and east, with some wetter areas to the west.

Dave asked about available funding.

Clarification was provided that if the Ag Ventures and Scottsmoor property acquisitions are completed, it will use most of the available funding, unless the Program can bond the remaining capacity in the referendum.

The group concurred that acquisition of large landscapes which have already been identified as highest priority should remain the focus of acquisition efforts.

Ross said that the question on the table was whether or not to approve a 1st Majority vote, and that for him, the property would be a low priority.

Paul stated that the property wasn't in bad shape, but that it was important not to dilute acquisition efforts that were already under way. He mentioned that perhaps the property could be reevaluated some time in the future if the funding situation changes. The group agreed.

Rebecca Perry with The Nature Conservancy mentioned that public access to this site would be difficult.

MOTION FIVE

Kim Zarillo moved to decline the Fulcher Property 1st Majority Vote.

Ron Hight seconded the motion.

Additional discussion ensued clarifying the reasons why the SMC declined the property:

- Existing efforts for lands with higher priorities will take up the available funding
- Not in close proximity to existing conservation lands
- Difficulty for public access
- Contingency in management efforts

The motion carried unanimously.

Staff will contact the landowner.

NEXT MEETING:

It was determined that the next meeting will be held on May 13, 2008.

ADJOURNED:

The meeting was adjourned at 4:07 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to approve the March 8, 2008 SMC minutes as presented.
- Motion for staff to separate out the sub-parcel within the Hossain property and transfer it to the Malabar Town Council.
- Motion to approve a 2nd Majority Vote on the Honey Hole Ranch Conservation Easement to authorize negotiations with the owner.
- Motion to approve continued negotiations on the DiChristopher property, minus the 15 acres removed by the owner.
- Motion to decline the Fulcher Property 1st Majority Vote.

**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE
August 14, 2008
Attendance List**

RECREATION AND EDUCATION ADVISORY COMMITTEE MEMBERS

Jim Durocher
Murray Hann
Karen Hill
Mark Nathan
Beverly Pinyerd
Doug Sphar

SUB-COMMITTEE MEMBERS

Barbara Meyer, Brevard County, Bicycle/Pedestrian Trail Program Coordinator
Paul Schmalzer, Selection and Management Committee

EEL PROGRAM STAFF

Sandy Carnival
Laura Clark
David DeMeyer
Mike Knight
Brad Manley
Chris O'Hara

GUESTS

Debbie Franklin, Town of Malabar
Bonnie Wilbanks-Free, Town Administrator, Town of Malabar
Suzanne Valencia, citizen

**ENVIRONMENTALLY ENDANGERED LANDS PROGRAM
RECREATION AND EDUCATION ADVISORY COMMITTEE**

August 14, 2008

Meeting Minutes

CALL TO ORDER:

Murray Hann called the meeting to order at 6:08 PM.

PUBLIC COMMENT:

None.

MINUTES:

Murray asked for comments to the March 11, 2007 Crane Creek REAC Field Trip minutes.

MOTION ONE

Jim Durocher moved to approve the March 11, 2007 minutes as presented.

Doug Sphar seconded the motion.

The motion carried unanimously.

Murray asked for comments to the May 29, 2008 REAC meeting minutes.

MOTION TWO

Doug Sphar moved to approve the May 29, 2008 minutes as presented.

Mark Nathan seconded the motion.

The motion carried unanimously.

Murray explained that when the February 10, 2008 minutes to the REAC Field Trip to Malabar Scrub Sanctuary were originally presented, the Committee requested that the minutes be resubmitted showing there was approximately 30-40 minutes of discussion with a bulleted list that indicated some of what was discussed. He asked for comments to the revised February minutes.

Paul Schmalzer said that he would suggest clarification of bullet 4, on page 1. He stated that he was not disagreeing with what was written, but the point he would make, for clarification of the history, was that the proposed paved linear trail on the east side of the Malabar Scrub Sanctuary was not brought to the SMC for consideration until February 2007, after the Board of County Commissioners deferred action on the Malabar Scrub Sanctuary Management Plan.

Murray asked for clarification on the date when he and his wife gave the presentation to the SMC. Paul stated it was in February 2007. Murray said OK.

Doug Sphar stated he was supportive of including Paul's comments as an additional revision to the minutes.

Murray asked if anyone had objections to the addition. There were none.

Murray asked if there were any other additions or clarifications. There were none.

MOTION THREE

Doug Sphar moved to approve the February 10, 2008 minutes as amended.

Jim Durocher seconded the motion

The motion carried unanimously.

ADMINISTRATIVE REVIEW:

Brad provided an update on past REAC motions and issues.

Clarification was provided that Committee members have the opportunity to bring up topics for discussion at any time.

AGENDA ITEMS:

Malabar Scrub Sanctuary Proposed Public Access Plan

Brad Manley provided a brief recap of the history of the Malabar Scrub Sanctuary Management Plan events:

- REAC reviewed and supported Public Access Plan as presented by staff.
- SMC approved Management Plan, without paved trail.
- BOCC tabled approval of Management Plan to consider citizen request for paved trail.
- A paved trail was proposed for the firebreak on the east side of the Sanctuary's eastern portion.
- SMC overview concerns were forwarded to the REAC committee.
- REAC reviewed and supported revised Public Access Plan, with paved trail on east side.
- SMC approved revised Management Plan, with contingency that paved trail be placed on existing concrete boulevard.
- BOCC approved revised Management Plan, with paved trail placed on east side of sanctuary near Marie Street.
- ARC deferred consideration and asked for additional information.
- BOCC directed staff to bring Management Plan back through SMC and REAC committee process again.
- REAC Field trip to Malabar Scrub Sanctuary – no decisions made during this trip.
- SMC Chairman drafted Proposal to Resolve Bike Path Issues at Malabar Scrub Sanctuary.
- SMC reviewed, revised, and approved SMC Chairman's proposal.

Brad explained that Chris O'Hara, South Region Land Manager, would be giving a presentation on a revised Public Access Plan including updated information about the Sanctuary and then Mike Knight, EEL Program Manager, would talk about the linear trail project. He said that after Committee discussion, staff would be asking the REAC Committee for a recommendation to the SMC, which is the usual process.

Chris O'Hara provided overview information on the Malabar Scrub Sanctuary:

- Comprised of two main parcels, plus a small donation site
 - Tract 1: Acquired in 1993 & 1994 (395± acres, near Malabar Town Park)
 - Tract 2: Acquired in 2003 (170± acres, fka WGML and National Heritage)
 - 7± acre Brookhollow acquisition approximately 2006
- 9 miles of trails

- Multi Use
- Bike Only
- Equestrian Only
- Habitats
 - Scrub
 - Scrubby Flatwoods
 - Pine Flatwoods
 - Sand Pine Scrub
- Notable Species
 - Indigo snake
 - Gopher Tortoise
 - Florida Scrub-Jay
 - Scrub Lizard
 - Sandhill Crane
 - Several rare and endangered plant species
- Parking at several locations

Mike Knight provided additional information on the history and status of the request for the paved linear trail at the Malabar Scrub Sanctuary.

- History
 - When the BOCC directed staff to bring the trail issue back through the EEL Program committee process, staff requested formal documentation from the Town of Malabar and the MPO regarding Right of Way (ROW) limitations for the trail.
- ARC Requests
 - Education center location on map with details on site impacts.
 - More details on site restoration targets.
 - More analysis of paved trail location, impacts, history and permitting requirements.
- FNAI Requests
 - More details regarding Scrub-Jay population decline on site since under County management, with identification of the barriers to management.
 - Add a Management Action under Strategy 7, page 45 regarding how Scrub-Jays will be managed over time.
 - Definition of Core Conservation Area and explanation of why other habitat areas are not under this designation.
 - Determination regarding impact to Scrub-Jays and whether or not mitigation for Scrub-Jay impacts will be required.
- Proposal by Ross Hinkle, Chairman Selection and Management Committee
 - On March 11, 2008 the SMC reviewed, revised, and approved a conceptual proposal for resolving the bike path issues at Malabar Scrub Sanctuary with the following caveats:
 - Receipt of confirmation that there is not sufficient space in the existing right of ways on Marie Street or Malabar Road for the placement of the paved linear trail.
 - The trail will be as narrow as possible to meet the needs of the fire control equipment and EEL site management needs.

- The trail will be built with pervious surface if compatible to structural integrity for equipment access and the free movement of chair bound visitors.
- The trail will be used as an additional ADA access area – similar to the concrete access trail at Enchanted Forest.
- A trail monitoring program similar to other sites to determine the user impacts near and off trail with plans to control usage.
- A plan to eventually remove the concrete road, at least in part, to mitigate some of the hydrological impacts of the paved trail construction.
- Town of Malabar Input
 - The 66' ROW on Malabar Rd. would not allow sufficient width for trail without costly piping of drainage ditches.
 - The blind corner on Malabar Road near the boulevard is not a safe location for pedestrians to cross the street.
 - Malabar Road speed limit is 55 mph.
 - Existing Marie St. ROW is not wide enough to accommodate the trail and the road built to minimal standards.
 - EEL Program staff historically indicated that an easement along Marie Street could be pursued if the Town vacated internal ROWs.
 - The visitor experience would be enhanced by having the trail inside the sanctuary fence.
 - Visitor safety would also be enhanced if separated from the Marie St. ROW.
 - A recent Town survey can help solve a ROW dispute impacting EEL Program boundaries.
- MPO Input
 - EEL Program staff discussion with MPO and Town of Malabar contributed to alignment along Marie Street and inclusion in Master Plan.
 - Malabar advised that sufficient ROW width on Marie Street did not exist.
 - EEL Program staff indicated willingness to pursue providing additional ROW.
 - In 2000, State awarded \$175,000 to Town for trailhead based on alignment.
 - In 2002 & 2004, State awarded Palm Bay \$215,000 for canal trail. EEL Program provided easement for trail.
 - In 2003, \$300,000 was awarded to Palm Bay for trail amenities.
 - MPO provided funding to Palm Bay to construct pedestrian bridge to access trail.
 - MPO has allocated \$275,000 for trail development along Marie Street to the Town of Malabar trail head.
 - Formal trail design is too costly to pursue prior to approval to locate trail.
 - EEL Program and State staff granted approval for location of Al Tuttle Trail in Valkaria mega-parcel area.
- Staff Input
 - EEL Program staff provided significant guidance to trail planners that contributed to current alignment.

- The SMC was not involved in many of these staff discussions with planners.
- Significant funding has been spent at the state and local levels based on alignment.
- Designation as a Category 1 EEL Program Sanctuary is consistent with a higher level of public use that a paved trail would encourage.
- Expanded public use without unreasonable impacts can facilitate increased support for the EEL Program.
- Partnerships make good sense, and help offset criticism.
- A paved trail would create new opportunities for educating visitors about the EEL Program Mission.
- Approval of the trail would go a long way towards improving EEL Program relationship with the Town of Malabar.
- Future support from the BOCC for State reimbursement could be impacted due to a lack of control if the land is in State title, rather than County title.
- Trail location would not restrict management.
- Permitting for Scrub-Jays would not be required, as it stands at this time. Wetland permitting will be required.
- A unified support for the trail creates a much more positive story.

Discussion ensued. The following was noted:

- Issues associated with resolution of the request for paved trail issue have delayed approval of the Malabar Scrub Management Plan for an additional year, so far.
- The EEL Program staff recommendation to the BoCC to place the requested paved trail on the east side of the sanctuary was inconsistent with recommendation made by the SMC and caused some concern on the part of the environmental community.
- March 11, 2008 SMC minutes provide recap of SMC discussion regarding Ross Hinkle's Proposal to Resolve Bike Path Issues at Malabar Scrub Sanctuary
- The proposal contained several caveats as outlined above.
- Discussion of the caveats included:
 - Trail width
 - The width of the paved trail is not expected to be less than eight feet, with two feet of stabilization material on each side for a total of 12 feet wide.
 - Murray stated that from a trail user standpoint, 8 feet is the minimum for a comfortable multi-user trail, although it was easier to get funding for a 10 foot trail.
 - Mike stated that he felt that the trail would not need to be wider from a management perspective and that staff's preference would be to have an 8 foot trail.
 - Barbara Meyer stated it is recognizable that we're in an environmentally sensitive area and there were plans to request exceptions to the trail width, where possible.
 - Trail surface type:
 - The type of material to be used for the paved trail has not yet been determined.
 - Materials being considered are both pervious and non-pervious.

- The SMC has provided clarification that their preference would be for the road to be made of a permeable surface, if at all possible.
 - Barbara Meyer stated that she could provide pictures, but a typical cross section of a paved trail was not available. She indicated that an engineer was being hired to ensure that the design was acceptable.
 - Mark Nathan stated he was not a big fan of asphalt.
- Removal of at least part of the existing concrete road
 - Options to provide mitigation to offset some of the impacts of the paved trail were discussed.
 - An estimate for \$70,000 for removing all 4 lanes of the concrete road was received. Significant additional costs would need to be incurred for restoration of the area.
 - There is not a consensus of opinion held by the SMC regarding the discussions of possibility removing part of the concrete road, as of their last meeting.
 - Consideration of a phased approach has been discussed.
 - Funding for any removal of the concrete road would need to come from mitigation sources, as the EEL Program does not have funding for this project.
 - The concrete road has heavy use by citizens and is considered to part of the planned ADA access to the Management and Education Center once it is built.
 - Some folks think it's is not aesthetically pleasing. Others think it's a great place to teach a 5 year old to ride a bike.
- Permitting
 - The habitat along the east side of the sanctuary is currently not occupied by Scrub-Jays, so at this time no Jay mitigation would be required. This may change as time progress. US Fish and Wildlife Service (USFWS) will be the regulator agency for scrub permitting.
 - St. Johns River Water Management District will be the regulatory agency for wetland permitting.
- Location of paved trail
 - Survey by Malabar may assist EEL Program in straightening out sanctuary boundary line.
 - There would be less impact if the paved trail could continue straight south near the south east corner of the sanctuary, instead of moving west, and then south around an existing outparcel. This is one of the items to be addressed during the design phase.
 - Barbara Meyer indicated that the use of curbing might be included in the design of the paved road.
- Bonnie Wilbanks-Free stated if easements are given up or utilized for the paved trail, it could have negative affect on the ability of owners of the properties on the ease side of Marie Street to sell their properties, because the road could not be widened to become a full, standard road. Eventually, the road would need to be widened all the way to the north

end of the street to allow access to the properties there. Because of the possible future need to widen the road to meet current codes, and the current documentation of the limitations of the existing right of way, the Town of Malabar shouldn't be giving up any easements.

- Murray Hann stated that according to the surveyors report, there appears to be 15 feet of right of way along most of the sanctuary boundary, and a possibility of 15 feet more that could be secured from local residents. If the trail continues south on Marie Street, and does not go around the outparcel, it would be necessary to acquired land from the owner of the outparcel. There is hope that the FPL easement might be a possibility.
- Murray, Paul, and Mike agreed that going along the front of the property on Marie street is preferable.
- Bonnie Wilbanks-Free mentioned the possibility of leasing the rights to the property for the purpose of the trail as the trailhead has been in place for several years with no apparent impact.
- Murray stated that he had no knowledge of anyone looking into a lease. He stated that he wanted to be sure all the issues were being heard fairly. He commented that when the MPO had asked County staff fo develop a linear trail utilizing existing public lands, the emphasis was to try to utilize a trail on public land so you didn't have to do further acquisition.

Additional Discussion

Paul Schmalzer commented that Mike's information regarding the Boundary Canal Trail required clarification. He stated that it was his understanding that in 1995, there was a discussion between the EEL Program and Palm Bay about the canal on the north of the Malabar Scrub Sanctuary. The City of Palm Bay wanted an easement to maintain the canal. The SMC and the BOCC approved the maintenance easement. He added that in 2001 there was some information provided to the SMC about a plan to pave a trail on that easement, but the records do not indicate that the SMC voted either for or against it. Paul stated there is no indication there was any discussion after that.

Mike Knight stated that in closing, he wanted to clarify that previous EEL Program staff had provided significant guidance to the trail planners, which contributed to the alignment down the east side of the sanctuary. He clarified that the SMC was not involved in the process, but significant funding has been spent at both state and local level already on the Marie Street alignment, and that this site is a Category I site, which is consistent with a higher level of use. He stated that expanded public use without unreasonable impacts can facilitate public support and that approval of the Trail would go a long way towards improving the EEL Program's relationship with the Town of Malabar. Mike stated that in his opinion, unified support for the trail would create a positive story.

Barbara Meyer stated that there were plans for the design process to come through the EEL Program Committees at 30, 60, 90, and 100 percent completion points.

Clarification was provided that the EEL Program would not be responsible for the cost of paving the trail, or for repairs, and that Brevard County Parks & Recreation have indicated they would be responsible for maintaining the paved trail surface.

Clarification was provided that arrangements would be made with the Town of Malabar to help control the trail, and pick up trash, and a group effort would be required to make that work.

There are plans to build a boardwalk approximately 200 feet long across the wetland area on the east side of the sanctuary as the Program does not generally create fire lines through wetland areas. Fire equipment will monitor prescribed fire from each end of the wetland and will not need to use the boardwalk.

Barbara Meyer stated that the project would create an important recreation, education, and transportation corridor.

The group discussed Paul Schmalzer's March 14, 2008 Analysis of Impacts report and the need for monitoring.

- No plant listed species are located in the planned location for the paved trail along the east side of the sanctuary. Monitoring of populations of species in the area was suggested.
- Additional reasons monitoring should be required include
 - Trails can become corridor for invasive exotic species.
 - Carrying capacity has not yet been determined.
 - Possibility of road kill of endangered species and other animals
 - Possibility of unwanted secondary trails
- Clarification was provided that at this time, no one knows if these topics, or others, will become a concern, but monitoring will be needed to ensure that we are able to identify and deal with unexpected issues.

Jim DuRocher stated that signage can be very beneficial in educating trail users.

Chris O'Hara, EEL Program South Region Land Manager, clarified that he would develop a monitoring plan and it would be included in the revised Malabar Scrub Management Plan as it was submitted to the SMC.

Barbara Meyer clarified that there is a full investigation process to research concerns, and there have been times in the past where trails were closed, problems were resolved and the trails were reopened.

The group discussed Ross Hinkle's proposal of March 6, 2008 which was reviewed, revised, and approved by the SMC on March 11, 2008.

Doug Sphar stated he wanted to comment on Paul Schmalzer's analysis of habitat loss. He provided information from Florida Statutes Section 259 which indicates the Legislature intends for these lands to be managed and maintained for the purposes for which they were acquired, and for the public to have access to and use these lands where consistent with the acquisition purpose, and which would not harm the resources the State is seeking to protect.

Doug stated it has been his understanding that when there is a loss of habitat, then there should be compensatory mitigation and that he would not be able to support the trail unless he saw compensatory mitigation. He stated that Dave Breininger, of the SMC, had suggested consideration of the possibility that the EEL Program might be able to assist the Town of Malabar in managing the 100 acre Cameron Preserve that connects the northern portions of the Malabar East and Malabar West portions of the sanctuary as scrub habitat.

Staff will meet with the Town of Malabar to discuss consideration of this option.

Debbie Franklin from the Town of Malabar clarified that if the Town was to change the management philosophy of the Cameron Preserve, it would have to receive prior approval from Florida Communities Trust.

Doug stated if managing the Cameron Preserve for scrub was not an option then other ideas should be considered.

Murray stated that Ross Hinkle had worked very hard on his proposal to resolve the paved trail issues and that he, personally, was supportive of the proposal.

Additional discussion ensued regarding the wording of the motion the committee wished to express. A consensus was reached.

MOTION ONE

Mark Nathan moved to approve Ross Hinkle's March 6, 2008 Proposal to Resolve Bike Path Issues at the Malabar Scrub Sanctuary; to yield to the SMC for all trail approvals, with consideration to all potential impacts on EEL Properties; monitoring is key; all problems to be addressed to EEL satisfaction, if there are any; and to explore mitigation for the consequences of the trail, as the SMC would approve, as the REAC committee would like for the SMC to have oversight on that issue.

Karen Hill seconded the motion.

The motion carried unanimously.

Mike and Murray thanked everyone for their time and hard work.

NEXT MEETING:

To be determined.

ADJOURNED:

The meeting was adjourned at 8:35 PM.



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)
December 18, 2008
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Ron Hight
Ross Hinkle
Paul Schmalzer

EEL PROGRAM STAFF

Jenny Ashbury
Laura Clark
Mike Knight
Brad Manley
Chris O'Hara

THE NATURE CONSERVANCY

Angela Klug
Anne Mayer

GUESTS

Rex Adams, Citizen
Don Cassidy, Citizen
Robert Day, Land Management Committee, City of Cocoa Beach
Ken Allen, Citizen
Doug Spahr, citizen, REAC Committee Member
Dena Thornbloom, Citizen
Bonnie Wilbanks-Free, Administrator, Town of Malabar

*Protecting and Preserving Biological Diversity
Through Responsible Stewardship of Brevard County's Natural Resources*

*December 18, 2008
Approved January 29, 2009*



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)
December 18, 2008
Meeting Minutes**

CALL TO ORDER:

Ross Hinkle, Chairman, called the meeting to order.

PUBLIC COMMENT:

None.

MINUTES:

No minutes were presented for approval. The November 18, 2008 minutes are outstanding.

ADMINISTRATIVE REVIEW:

The Administrative Review was reviewed.

Paul Schmalzer asked if the 46 CELP grants represented a state, or nation-wide figure.

Mike Knight confirmed he was under the impression that there had been 46 nation-wide projects, that the EEL Program's application was ranked as number 17, and that it was likely that only the top 8 would be funded this year.

Staff plans to re-submit the application for next year's funding cycle.

Mike also explained that EEL Program staff has met with representatives from the Town of Malabar regarding a draft joint use agreement to determine whether it would be possible for the EEL Program and the Town of Malabar to work together to cost share on A&E (Architect and Engineering), construction, permitting and other requirements for a Management and Education Center for the South Region which might be constructed in the general vicinity of a Malabar Town Hall facility. The draft agreement is currently in review.

Mike and Dave Breininger provided information on the recent Florida Scrub-jay translocation experiment which moved Jays that previously lived on property near the Pineda Causeway, which is being developed, to the EEL Program's South Lake Conservation Area. These Jays have already been covered under a take permit, which means that they would have had to fend for themselves on other property and may not have survived.

Dave confirmed that there has been a successful capture and release of 4 birds (one family) and that the experiment's success will be measured in small steps along the way. He spoke of the benefit that could come from streamlining the permitting, as that process currently takes several months and the Jays in some parts of the County are nearing extirpation (local extinction) due to loss of habitat.

SMC REPORTS

Ross provided information on his attendance at the National Council for Science and the Environment (NCSE) Conference: *Biodiversity in a Rapidly Changing World* which was held

EEL Program Selection and Management Committee Meeting

December 18, 2008

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Approved January 29, 2009

recently in Washington D.C. He explained that approximately 1,100 people attended the conference and a portion of the group broke off into working groups which put together over 200 recommendations for conserving biodiversity which were then presented to the Energy and Environment Transition Team of the incoming Obama Administration.

Ross explained that one of the recommendations that came up was consideration that the Federal Government should use land trust organizations and other mechanisms to purchase lands to help complete a national conservation landscape which provides resistance and resilience to climate change and protects ecosystem services, as well as assisting in the recovery of the real estate market. He explained, in other words: combining conservation and economics together for the long term goal of protecting the nation's biodiversity.

He shared his appreciation for the enthusiasm which folks, including Bruce Babbitt, former Secretary of the Interior, and several congressmen, were involved in discussions which included the importance of biodiversity to the economic well being and long term stability of the U.S.

Ross also stated that he was very happy to take the EEL Program discussion to those meetings and that he feels the fact that Brevard County has this type of program shows how forward thinking the County is. He also said he felt that grass roots organizations would be one of the most important future aspects of conservation in the country.

STAFF REPORTS:

None.

THE NATURE CONSERVANCY:

Angela Klug reviewed The Nature Conservancy's December 2009 Report to the SMC.

- Honey Hole Ranch Conservation Easement: Requires additional appraisal work.
- Balkany Property: Closing anticipated mid-January.
- Coastal Jewell: Expect to start negotiations very soon.

Angela also reported that TNC is in the process of obtaining requests for updated willing seller applications on all the North Indian River Lagoon properties, but that they were not yet listed on the TNC report.

Public Comment

None.

Mike asked if anyone would have a concern if the order of the agenda items was changed so that consideration of the Florida Space Needle Property could be reviewed as the first item. No concerns were received.

AGENDA ITEMS:

Florida Space Needle Property

Mike provided an overview on the Florida Space Needle Property which is located in Cocoa at the northeastern intersection of I-95 and State Road 528. The willing seller application dated November 20, 2008, was submitted by Ken Allen. The property consists of 248± acres which includes a 14± acre retention pond. Mr. Allen stated he owns title to the bottom of the pond. Mr. Allen also indicated that the property has 160± usable acres and has been approved for 500 homes with access to sewer and water.

Clarification was provided that the owner had given information on soil reports, appraisal values, tortoise surveys, and wetland surveys to the EEL Program.

Clarification was provided that the area is within the proposed mass transit corridor from Orlando to Port Canaveral.

Ross asked about the probability of rare species. Dave and Paul indicated there was a very low probability that rare species would occur in this area.

Mike explained that the EEL Program currently has a larger number of high priority items identified for acquisition than it has available funding. He said that although the Florida Space Needle Property might be suitable for a Florida Communities Trust (FCT) grant, the State's funding was severely limited in that area as well, and any State reimbursement to the EEL Program for acquisitions within project areas was expected to be several years in the future.

Dave Breininger and Ron Hight stated that it wasn't that the property didn't have potential conservation or recreational value; it was just that the existing available funding for acquisition has already been allocated to projects which have been determined to have the highest conservation value.

Public Comment

Dena Thornbloom spoke about her preference that the area remains undeveloped.

Ken Allen expressed his understanding that his asking price was higher than the current budget for EEL Program land acquisition.

Additional Discussion

MOTION ONE

Paul Schmalzer moved to decline a 1st Majority Vote on the Florida Space Needle property.

Ron Hight seconded the motion.

The motion carried unanimously.

Clarification was provided to the owner that he would receive written correspondence from the EEL Program regarding the SMC's motion.

Thousand Islands Conservation Area Management Plan

Public Comment

None.

Mike stated that he would give a quick recap of work on the Thousand Islands Conservation Area Management Plan and he invited Bob Day from the City of Cocoa Beach Land Management Committee to add any comments he felt might be beneficial.

Mike stated that the Thousand Islands Conservation Area Management Plan process had been going on with the Cocoa Beach Land Management Committee for about a year and that he felt that we were at that point, environmentally and politically, with a Plan that we could put through the process. He stated that it might not be a perfect Plan, ecologically, but that it was his perspective that we currently have the best opportunity to move forward here, and to have as much consensus as possible. He explained that the Exotics Species Removal Plan had been added to the preliminary Thousand Islands Conservation Area Management Plan which was previously approved by the Selection and Management Committee in order to meet deadlines required to comply with the Florida Communities Trust (FCT) funding grant.

EEL Program Selection and Management Committee Meeting

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Mike provided the following information:

- The Exotics Species Removal Plan is considered to be a phased Plan.
- The initial phase focuses on the North Crawford area, part of 4th Street and that general area.
 - Includes mechanical and hand treatment for removal of Australian pines, Brazilian pepper, and other invasive exotic species.
 - Material will be burned on site, or left standing after it has been treated.
- Phase Two will begin three years after the start of the initial phase and focuses on Southern Crawford area, near Ramp Road, and that general area.
 - Equipment comes out to this sanctuary for the 2nd time.
- Phase Three will begin two years after the start of Phase Two and covers the rest of the Sanctuary.

Mike stated that we have expressed our concerns throughout the process, the Land Management Committee certainly recognizes those concerns, but after tremendous amount of debate, we all feel comfortable that this is the best mechanism to see it get through the process, while at the same time, allowing us to take advantage of the funding through the Bureau of Invasive Plant Management which runs out in June. It is our intention to make the City aware that there are some additional costs with doing a second mobilization of equipment and making sure the City is comfortable with the EEL Program paying that cost and that the County Commission is comfortable with paying that additional cost. He stated that we anticipate that additional cost at this point to be somewhere in the neighborhood of \$30,000 – \$50,000 dollars.

Dave Breininger expressed strong concern related to the East Coast Diamondback Terrapin which is found in the Thousand Islands Conservation Area and asked if it could be the focus of a possible recovery effort.

Paul Schmalzer spoke of his concern that the EEL Program's Central Region staff might be expected to patrol the area for trash, especially around 4th Street.

Clarification was provided and that a few minor changes had been made to the original Management Plan and that a formal agreement with the City of Cocoa Beach regarding the activities expected at the 4th Street site will be considered as needed in the future.

Bob Day stated he felt it was probable that City of Cocoa Beach personnel would be able to assist with general patrolling and the collection of trash.

Paul Schmalzer stated he had e-mailed a few technical items to Scott Taylor, Central Region Land Manager as comments on the final Management Plan.

Clarification was provided that there are no provisions for camping in the existing Management Plan.

Clarification was provided that Paul's comments had been received by Scott and that they would be incorporated.

Clarification was provided that retreatment of areas treated for the removal of invasive exotic plant species was included as part of the planned management of the site.

Mike stated that if the SMC approved the Management Plan at today's meeting, the City of Cocoa Beach would hold a public meeting where EEL Program staff would give a presentation regarding

the planned management of the Thousand Islands Conservation Area on January 12, 2009 and that the plan would be presented to the Cocoa Beach City Commission for their approval on January 15, 2009, before being sent to the Board of County Commissioners, and to the Florida Communities Trust.

MOTION TWO

Ron Hight moved to approve the Thousand Islands Conservation Area Management Plan, as amended.

Dave Breininger seconded the motion.

Ross asked if there were any questions or further discussion. There was none.

The motion carried unanimously.

Revised Malabar Scrub Sanctuary Management Plan

Mike stated that there was a long history associated with the preparation of this plan, and that since the last time the SMC had seen the Malabar Scrub Sanctuary Management Plan, the State Acquisition and Restoration Council (ARC) had deferred consideration and sent it back to the County level. The Board of County Commissioners directed the EEL Program to take the Plan back through the Committee process. Ross Hinkle, SMC Chairman, drafted a *Proposal to Resolve Bike Path Issues at Malabar Scrub Sanctuary* which was reviewed, revised and approved by the SMC, and then passed to the Recreation and Education Advisory Committee (REAC) who also supported it. This proposal, in addition to SMC and REAC minutes related to discussion of the proposed paved trail, plus resolution of a few other questions raised by the ARC have been incorporated into a revised Management Plan that is being presented to the SMC today for their approval.

Public Comment

Dough Sphar spoke of a white paper created by Paul Schmalzer discussing the environmental impact of the trail. He stated that a sandy firebreak is considered habitat and that pavement is not. He stated the REAC meeting minutes would confirm that his support for Ross's proposal was contingent on his feeling that there should be compensatory mitigation for the loss of habitat if the paved road was installed. Doug stated he had previously asked if an arrangement could be made with the Town of Malabar so that the EEL Program could assist the Town in managing the Town's Cameron Preserve and requested clarification of whether or not any steps had been taken in that direction.

Additional Discussion

Clarification was provided that the SMC is not considered to be the regulatory agency relative to requirements for compensatory mitigation, permitting or permitting issues.

Clarification was provided that although it is possible that a cooperative management agreement between the Town of Malabar and the EEL Program could be mutually beneficial, the agreement should not be a formal part of the Malabar Scrub Management Plan.

Dave Breininger expressed his support of an arrangement of this type and offered his expertise on Scrub-Jay habitat as assistance.

Public Comment

Bonnilyn Wilbanks-Free stated that the Town of Malabar had not had an opportunity to provide input, or review the Malabar Scrub Sanctuary Management Plan and asked if they could have an opportunity to do so.

Additional Discussion

Clarification was provided that the EEL Program has a Sanctuary Management Manual process in place which allows for input from all stakeholders.

Clarification was provided that Steve Rivet represented the Town of Malabar at the EEL Program June 30, 2006 Public Meeting on the Malabar Scrub Sanctuary and that Mr. Rivet has recently rejoined the Town's Administrative Group.

Public Comment

Doug Sphar spoke of his support for and clearly defined management plan process as well as the benefits that can come from interaction with local municipalities.

Bonnilyn Wilbanks-Free spoke of her support for a cooperative effort between the Town of Malabar and the EEL Program.

Additional Discussion

Ross mentioned the EEL Program's *10 Principles of Management* as noted on the Sanctuary Management Manual. Representatives from the Town of Malabar were provided with a copy of this information.

It was agreed that EEL Program staff would provide the Town of Malabar with 3 copies of the Management Plan, on CD, by the next day, and that the Town of Malabar expected to be able to review the document and provide their comments within 30 days.

Mike spoke of the importance of keeping the Management Plan approval process moving forward.

Clarification was provided that the EEL Program does incorporate formal input from each municipality during the Management Plan process. In this case, significant time has passed since the last review by the Town.

Ross reminded the group that there are still issues on the table of building cooperative management partnerships, but that those were issues that should be worked out of the Management Plan approval process.

Chris O'Hara stated that the EEL Program has a strong working relationship with the Town of Malabar Fire Department doing prescribed burns.

Dave Breininger mentioned that he would like to see the following items put on the agenda for future meetings:

- Florida Inland Navigation District (FIND) land swap
- Brevard County Landscape Ordinance and EEL Program land management
- Finding ways to streamline approval of Scrub-Jay Translocation process.

NEXT MEETING:

It was determined that the next SMC meeting will be held on January 29, 2009.

ADJOURNED:

The meeting was adjourned at 3:20 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to decline a 1st Majority Vote on the Florida Space Needle property.
- Motion to approve the Thousand Islands Conservation Area Management Plan, as amended.

EEL Program Selection and Management Committee Meeting

December 18, 2008

Page 6 of 6

Approved January 29, 2009



**ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM
SELECTION & MANAGEMENT COMMITTEE (SMC)
February 24, 2009
Attendance List**

SELECTION & MANAGEMENT COMMITTEE MEMBERS

Dave Breininger
Ron Hight
Ross Hinkle
Randy Parkinson
Paul Schmalzer
Kim Zarillo

EEL PROGRAM STAFF

Jenny Ashbury
Sandy Carnival
Laura Clark
Mike Knight
Brad Manley
Chris O'Hara

THE NATURE CONSERVANCY

Keith Fountain
Anne Mayer

GUESTS

Matt Chestnut, Space Coast Economic Development Commission
John Evans, citizen
Bonilyn Wilbanks-Free, Town of Malabar
Tom Leggins, citizen
Jack Lembeck, Friends of Ulumay, Brevard Historical Commission
Robin Lurye, 1st Equity Dev.
Michael D. Powell, Titusville Cocoa Airport Authority
Maureen Rupe, citizen
W. Roger Smith, 1st Equity Dev.
Doug Sphar, REAC Committee Member
Suzanne Valencia, Sierra Club



ENVIRONMENTALLY ENDANGERED LANDS (EEL) PROGRAM SELECTION & MANAGEMENT COMMITTEE (SMC)

February 24, 2009
Meeting Minutes

CALL TO ORDER:

Ross Hinkle called the meeting to order at 1:02 PM.

PUBLIC COMMENT:

None.

MINUTES:

The November 18, 2008 and January 29, 2009 minutes were presented for approval.

Ross asked for comments to the November minutes.

Paul Schmalzer provided the following information:

- Page 3 - Education Outreach: Need to identify CIP acronym.
- Page 4 - Zajdel Property, 2nd paragraph: insert comma after "Land Acquisition Coordinator".
- Page 5 - Town of Malabar, 2nd paragraph: The Coastal Jewell property is adjacent to "Jordan Scrub Sanctuary", not "Malabar Scrub Sanctuary".
- Page 6 – Paragraph 13, Insert comma after "Education Coordinator".
- Page 8 – Typo: "Motion Four"
- Page 10 – Paragraph 2: Suggest deleting "back" from "back owed monies" as it is redundant.
- Page 11 – Need to clarify: Red-Cocaded Woodpeckers prefer to nest in mature pine trees. They will sometimes use next cavity boxes installed in a large pine tree.
- Page 12, Paragraph 4: Fix Typo "back into fire rotation", not "info".

Clarification was provided that the acronym CIP stands for Certified Interpretive Planner.

Staff will revise the draft minutes as noted.

Ross asked if there were any questions or additional comments. None were received.

MOTION ONE:

Paul Schmalzer moved to approve the November 18, 2008 SMC minutes as amended.

Ron Hight seconded the motion.

The motion carried unanimously.

Ross asked for comments to the January 29, 2009 minutes:

Paul Schmalzer noted the following:

- Page 1 - Call to order clarification: Time was around 1:00 PM not 4:00 PM.
- Page 5 – Web site address is: <http://www.spacecoastclimatechange.com>

- Page 7 – Additional Discussion, item 4: Correct spelling is *Ardisia*.
- Page 9 – Line 2: Ray identified the vine as “dodder vine” ,not “daughter”. However, the common parasitic vine on the South Beaches is “love vine” (a different genus).
- Page 9 – Hog Point Cove, item 3, Plant is *Lantana depressa var. floridana*.
- Page 9 – Hog Point Cove Sanctuary, item 2, Plant is *Lantana depressa var. floridana*.
- Page 10 – Barrier Island Management and Education Center, item 2: Typo “Brazilian”

Staff will revise the draft minutes as noted.

Ross asked if there were any questions or additional comments. None were received.

MOTION TWO

Ron Hight moved to approve the January 29, 2009 minutes as amended.

Paul Schmalzer seconded the motion.

The motion carried unanimously.

ADMINISTRATIVE REVIEW:

The Administrative Review was reviewed.

As noted in the Administrative Review, the Board of County Commissioners (Board) approved the Thousand Islands Management Plan on February 3, 2009.

SMC REPORTS

REAC Update

Brad Manley, EEL Program Volunteer / Public Access Coordinator, explained that a Proposed Public Access Plan Public Meeting for the Capron Ridge Sanctuary in Melbourne was held on February 4, 2009 at the Capron Ridge Clubhouse and that the meeting had gone very well. This 22± acre sanctuary, which is adjacent to the Capron Ridge Subdivision, was donated to the EEL Program as mitigation property. Mike also provided an overview presentation on the EEL Program at this meeting.

Brad also explained that the Capron Ridge Sanctuary Proposed Public Access Plan had been reviewed by the Recreation and Education Advisory Committee on February 12, 2009. He stated that the REAC Committee expressed their support of the plan as presented by staff at the meeting.

The following was noted related to plans for the Capron Ridge Sanctuary:

- The 22± acre sanctuary is located near Viera Boulevard and east Murrell Road, near the Viera CDD Conservation Easement.
- One _ mile hiking trail runs east-west through the Sanctuary.
- Hikers can use the firebreaks.
- Restoration is going well.
- Florida Scrub-Jays visit this site.
- Respect for neighbor privacy in public sanctuary.

Public Comment

None.

SMC Updates

Paul stated that he led a Florida Native Plant Society Field trip to the Coconut Point Sanctuary and that the site looked very good.

Paul Schmalzer stated that he and Tammy Foster of Dynamac Corporation are working on a dendrochronology project analyzing tree ring records in sections of myrtle oaks, and that they wished to express their thanks for the assistance of David Demeyer and Xavier DeSeguin who helped them gather samples of tree rings in sections of Malabar West, North Buck Lake and Indian Mound Sanctuaries which are targeted for mechanical reduction as part of the restoration process. There is a surprising degree of variability in rates of growth between sites.

Dave Breininger stated that the Florida Fish and Wildlife Commission hosted a meeting on mainland Florida Scrub-Jays a couple of weeks ago and that he felt that review of the meeting's summary information would be beneficial to the SMC. He stated that impediments to management efforts are having a significant effect on the Florida Scrub-Jay population and land management needs to take place as soon as possible as there are concerns that their populations may not be recovered without improved habitats.

Ross voiced his support for SMC review of the final FWC meeting documents, when they have been completed.

This item will be scheduled for SMC review and discussion at a future meeting.

Ron Hight requested a status update on the Florida Scrub-Jays that were translocated to the EEL Program's South Lake Conservation Area.

Dave stated that so far, the translocation project appears very successful.

Public Comment

None.

STAFF REPORTS:

None.

THE NATURE CONSERVANCY:

Keith Fountain reviewed The Nature Conservancy's February 24, 2009 Report to the SMC.

Highlights include:

- Maytown Flatwoods: Honey Hole Ranch – appraisal site inspection a couple of weeks ago, hope to be in a position to start negotiating on conservation or fee simple acquisition in a couple of months.
- Maytown Flatwoods: Clay Henderson and Glen Storch met with some of the TNC folks and updated them on Miami Corporation's Comprehensive Plan Amendment which also includes the Swallowtail LLC (formerly Goodwin) property. Keith explained that he had reiterated to the Miami Corporation folks that The Nature Conservancy had not yet endorsed their current development plan at this time.
- North Indian River Lagoon (NIRL): Cherven – updated willing seller application received 1/22/2009.
- NIRL: Fetzer Schlitt (fka Turnbull Corp.) – owner declined to update willing seller application.

- NIRL: Ngo (fka Dolce) – TNC contacted new landowner 1/20/2009: he will consider submitting a willing seller application.
- NIRL: Reichman – TNC obtained an updated willing seller application 2/11/2009.
- NIRL: Xynidis – Landowner remains interested in updating willing seller application.
- Fox Lake: Wasileski – Landowners rejected offer on 2/18/2009 and declined to counter offer. Negotiations considered terminated.
- Fox Lake: RJM Land, LLC – TNC presented offer 2/23/2009; waiting for response.
- Coastal Jewell, LLC (fka Skora) – Contract terms in negotiation

Additional Discussion

Mike explained that representatives from the US Air Force have contacted the EEL Program to confirm that they continue to be interested in working with the EEL Program as a possible land acquisition funding partner in the amount of \$900,000 for properties that would meet both EEL Program land acquisition criteria and US Air Force mitigation guidelines. It is anticipated that an overview Agenda Item will be presented to the Board of County Commissioners (BOCC) in the near future regarding this potential cooperative effort.

AGENDA ITEMS:

Ross asked if there would be any concerns if the TICO Request for Property Exchange item was moved up in the agenda so that it followed the review of the Malabar Scrub Sanctuary Management Plan. No concerns were received.

Malabar Scrub Sanctuary Management Plan

Public Comment

Doug Sphar, citizen and REAC Committee Member stated that the EEL Program had purchased this property in partnership with the State of Florida and that from his perspective, outside pressures for recreational planning and capital improvements may have compromised the intent of Florida Statute 259 which states that the resource should have priority over other uses. He expressed his feeling that future activity planning for EEL Program sites should have the protection of biodiversity as the primary focus.

Tom Leggins, citizen stated that he would like to see a bigger mixture of uses for EEL Program Sanctuaries, especially camping, hunting and All Terrain Vehicles (ATVs). He stated his impression that all sanctuaries were fenced off from public use shortly after acquisition and expressed concern that he has heard, that if you catch a fish at an EEL Program Sanctuary, you might have to throw it back.

Additional Discussion and Public Comment

Ross explained that many considerations go into the development of Sanctuary Management Plans including: input from the Public regarding requested uses - which is received from public meetings, and during a period of public review; along with Recreation and Education Advisory Committee (REAC) suggestions during their review of the Proposed Public Access Plan, in addition to the reviews and approvals by the SMC and BOCC. He stated that to his knowledge, ATV activity was not considered an approved use at any EEL Program Sanctuary at this time.

Mike confirmed Ross's understanding.

Paul stated that as required by the 1990 and 2004 Referendums, EEL Program lands are acquired for conservation first, and that recreational activities must be compatible with the

conservation goals of the Program. He stated that ATVs cause a lot of damage and that is why they are not considered appropriate for use on EEL Program conservation lands.

Clarification was provided that fishing is considered an appropriate use at some EEL Program sanctuaries, including the Pine Island Conservation Area (PICA).

Ross explained that the properties are fenced based on the conservation use of the land and to identify property boundaries, but public access for the purpose of passive recreation is encouraged at many sanctuaries. He stated that he understood the public's desire for a place where they could use ATVs, but that at EEL Program sanctuaries, conservation is first and activities which cause damage or significant environmental impact are not allowed on EEL Program properties. He stated it is the SMC's responsibility to review all suggested uses in terms of environmental impact against the goal of conservation. Ross also suggested that it might be beneficial for citizens interested in establishing a place where ATVs could be used to contact the County's Parks and Recreation Department.

Tom asked about feral hog hunting.

Mike explained that there are volunteers who trap feral hogs at some sites, but hunting is not allowed due the County Ordinance against having weapons at parks. Mike explained that in some circumstances in other areas, hunting is sometimes allowed as a management tool when native species become overpopulated, but that this is not the case at EEL Program sites at this time.

Tom expressed concern that motorized watercraft have now been eliminated from an area off Hall Road on Merritt Island where he used to visit in his canoe with a 4 horse power motor, or a trolling motor.

Mike stated that it was his understanding that this change had been a product of air boat issues in the area, but that EEL Program staff would get clarification of the acceptable uses and provide that information to Tom.

Maureen Rupe, citizen, stated that she understood that ATV folks want a place where they can ride, because everyone has their own interests, but that she had been part of a group of people who got together and worked very hard to establish a conservation program for Brevard County and that perhaps it would behoove the ATV community to work together to do the same thing for a place where ATVs could be used. She emphasized that the EEL Program sanctuaries were purchased for conservation and that the public didn't mind passive recreation, but ATVs needed large tracks of land that could receive a significant amount of disturbance to ride on.

Ross thanked everyone for their comments and asked if anyone had additional comments or questions. None were received.

Discussion on Malabar Scrub Sanctuary Management Plan

Mike explained that EEL Program staff met with Bonilyn Wilbanks-Free and representatives from the Town of Malabar related to the Town's request to provide timely comment on the Management Plan. He stated that staff was suggesting a couple of additional revisions to the Management Plan as a result of that meeting.

Ross stated that the revisions had been e-mailed to SMC members the day before and he had reviewed them, and received some comments from the Town of Malabar which he had discussed with Mike. He asked for discussion on the pending Management Plan.

Mike stated that it had been approximately a year and a half since the Malabar Scrub Sanctuary Management Plan was returned by the State's Acquisition and Restoration Council (ARC) in Tallahassee, and it was hoped that final approval of the Plan could be expedited as quickly as possible.

Public Comment

Doug Sphar asked if the details of the revisions could be provided to guests as the meeting. The information was provided.

Additional Discussion

Ross stated that the changes to the pending Management Plan would be identified for the record:

Change #1

Section C – Hydrology

The 4th paragraph currently reads: "A small area along the southern boundary and east of the entry road holds water during the wet season due to slightly lower topography and restriction of natural flow patterns.

The following language will be added: "The EEL Program will work with the Town of Malabar and Florida Department of Transportation regarding flooding concerns along Malabar Road".

Mike provided clarification that this change was recognition that, because of the urban nature of the sanctuary, the landscape did have impact on its neighbors, and we (the EEL Program) were just trying to indicate that we would be a good neighbor to the best of our ability in addressing drainage issues and working with the Town and the Department of Transportation to help solve the problems where ever possible.

Change #2

Section C - Hydrology

The 5th paragraph currently reads: "During site visits in December 1998, a substantial amount of standing water was observed on the "Boulevard". Based upon visual observations, it appears that much of this road is considerably lower than Malabar Road, which makes it impossible for the Malabar Road stormwater system to function as a positive outfall for this project. The MSS also receives water from the south side of Malabar Road. Three culverts under Malabar Road help bring water to both tracts of the sanctuary. This existing condition will need to be remedied in conjunction with the development of the environmental learning center to meet the stormwater treatment and storage requirements identified by the Town of Malabar and the St. Johns River Water Management District.

The following language will be added: "During significant rain events, water can accumulate along the sanctuary boundary along Marie Street. The design and construction of the paved linear trail along the east fireline will present an opportunity to explore drainage issues in this location".

Ross stated that he understood this section to mean that when the trail was built, drainage issues with the sanctuary and trail would be reviewed.

Paul expressed his concern with the wording of Revision #2. He explained that as the SMC went through the discussion of the proposed paved linear trail, and agreement was reached; as noted in the Proposal to Resolve Bike Path Issues at the Malabar Scrub Sanctuary dated March 8, 2008,

approved by the SMC on March 11, 2008, supported by the REAC Committee on November 13, 2008, and referenced on page 5 of the December 18, 2008 SMC minutes, the agreement includes the following caveat:

Recommended Solution, Item 1biii – The trail will be built with pervious surface if compatible to structural integrity for equipment access and free movement of chair bound visitors.

Paul stated that there is no retention within current proposed footprints and that St. Johns River Water Management District had suggested that initial plans would require some retention. He clarified that if retention is required it must occur outside the boundaries of Malabar Scrub Sanctuary, and he expressed his concern that the language in Revision #2 might be at variance with the Proposal.

Mike stated that it had not been staff's intention for the language in Revision #2 to be in conflict with the Proposal, and that they were not trying to indicate that the trail could solve the water retention issues, they were just recognizing, that through the design process, staff would explore any options that might be able to be of benefit regarding water retention issues. He confirmed that per BOCC direction, the trail design will be brought back to the SMC for reviews and comments before any commitments are made.

Paul reemphasized that if retention was required as part of the proposed paved linear trail, it would need to be done outside the boundary of the Malabar Scrub Sanctuary, and he acknowledged that no one knew yet whether it would be a requirement or not.

Ross stated that he was comfortable with the language, as long as the SMC had the opportunity to review the trail design and have a chance to consider environmental impacts.

Ron Hight stated he saw the pre-existing concerns from the Town of Malabar as a different issue than the possible retention issues that may come from the proposed paved linear trail, and that those two issues might be mutually exclusive. He asked for clarification regarding whether or not staff was looking to solve an existing problem that's adjacent to the sanctuary within the sanctuary, or simply saying we want to work together, providing no specifics at this time, and perhaps bringing something back in the future.

Mike stated that first and foremost, the language was to clarify that the EEL Program wanted to work together with the Town on issues that might arise. He stated the Malabar Scrub Sanctuary is surrounded by development, and provided information related to issues in Rockledge associated with Tropical Storm Fay. He explained that although the Cruickshank Sanctuary did a tremendous service to the community by holding and absorbing a large amount of water because it was not developed, when the land became completely saturated, and water drained downhill to some of the nearby low lying developed areas, there was perception by some people that the sanctuary was the cause of local flooding in the area and there could always be the perception that EEL Program sanctuaries are somehow responsible for what happens with water from the sanctuaries and that it was the Program's best interest to work with the Town of Malabar on their concerns and that was the intent of that language.

Bonnie Wilbanks-Free, Administrator for the Town of Malabar stated that they recognized that Tropical Storm Fay was a 100 year rain event, and that those didn't occur often, so there might not be a major water retention issue. She mentioned that perhaps adding a slight swale which they were doing in some other areas would be sufficient and that it might be something that they could put in phases adjacent to the trail on their side.

Bonnie stated that she just wanted the issue to be considered and that's why the Town of Malabar requested the language.

Ross stated that he did not feel that anyone was in a position to solve the drainage problem now because at this time no one knew fully what it was. He said that he read Change # 2 as an intent to put on paper the spirit to work together to solve the problem, in the long term. He clarified he would not be comfortable with any language that did not bring it back to the SMC for review, but as it stands now, he had no problem with it.

Paul stated he had just wanted to clarify the intent of the language.

Ross agreed that it was important to do that. He stated that there were a couple of more small changes and that they needed to be noted for the record.

Change #3

Section A. Public Access and Passive Recreation

The 5th paragraph will be revised as follows: Hiking trails ~~will~~are designed to follow existing firebreaks, roads and older existing trails. Hiking trails ~~will be~~are located to give visitors the opportunity to experience the diverse habitats within the Sanctuary, and will be split between short trails and longer, more difficult trails. These hiking trails ~~will~~ bring visitors through the diverse habitats of the MSS, from wet flatwoods to xeric oak scrub. Informative signs will be placed along the trails, and any research or restoration projects that may be ongoing (such as prescribed fire) will be included in the signage. With the addition of the paved linear trail, a boardwalk will need to be constructed over an existing wetland.

Mike also explained that clarification had been added that confirmed that approval from the Board of County Commissioners will be required to contract with an architectural and engineering firm to design the facility for the South Region.

Change #4

Section A. Public Access and Passive Recreation

The following information will be added after the 6th paragraph: "It is anticipated that the proposed facility will be designed to facilitate regional management and environmental education programming for the community. Approval from the Brevard County Board of County Commissioners will be required to contract with an architectural and engineering firm to design the facility."

Ross asked if there were any further comments or questions. None were received.

MOTION # THREE

Ron Hight moved to approve the Malabar Scrub Sanctuary Management Plan as amended.

Dave Breininger seconded the motion.

The motion carried unanimously.

Additional Discussion

It was determined that the next item for discussion should be the request from TICO Airport.

Request for TICO Property Exchange

Mike Knight, EEL Program Manager, and Michael Powell, TICO Airport Director provided information on the history of this topic.

EEL Program Selection and Management Committee Meeting

February 24, 2009

Page 9 of 17

Approved April 29, 2009

The majority of the TICO Scrub Sanctuary property is located west of, and immediately adjacent to, TICO Airport's Runway #9 which runs in an east – west direction. Revisions in Federal Aviation Agency (FAA) guidelines have changed the acceptable height of vegetation immediately adjacent to the ends of runways, and while the Sanctuary's scrub habitat used to be considered within the acceptable range, it now exceeds the new safety requirement, which is now considered to be a grassy field.

On July 31, 2007, the SMC considered a request from the TICO Airport Authority to exchange the 52± acres known as the TICO Scrub Sanctuary with 52 acres of property located south of Perimeter Road and east of Grissom Parkway, which is owned by the Airport.

The July 2007 proposal was declined by the SMC as the exchange did not provide for a net conservation benefit as there was not an equal number of scrub acres included in the proposed exchange.

During a November 8, 2007 BOCC Workshop with the Airport Authority, the BOCC directed the EEL Program to consider other options for exchange of property.

Additional options were reviewed and discussed by the SMC during December 5, 2007, March 11, 2008 and April 8, 2008 meetings. The SMC provided clarification at the December 5, 2007 meeting that they were in favor of considering the big landscape picture in a spirit of cooperation to determine options.

As EEL Program Staff and TICO Airport personnel worked together to come up with possibilities for an exchange of other properties owned by the Airport Authority, it became apparent that it would not be possible locate another 52 acres of scrub in a single location within the Airport's ownership.

EEL Program Staff and TICO Airport personnel continued to work together in an effort to provide a solution that worked for everyone, including possibilities of properties outside the Airport's ownership going to the EEL Program as part of a 3-way exchange. During this time, clarification was received from the Federal Aviation Agency (FAA) that the Airport Authority would only be able to do a direct purchase for property which directly benefits the Airport.

Michael Powell explained that the FAA guideline for the requirement of a direct purchase for property which directly benefited the Airport would remove the option of a 3-way exchange.

Mike Knight clarified that none of the previous options which had been considered were workable.

Ross stated that when the EEL Program had acquired this property during the early part of the Program's history, the entire general area had been considered to have a high conservation value and there were hopes that additional properties in the vicinity could be purchased as well. He explained that unfortunately, the EEL Program has not been able to acquire land immediately adjacent to the 52± acres in the TICO Scrub Sanctuary and it is becoming more and more isolated from other conservation lands due to development in the surrounding area.

Mike Powell stated that Mr. Evans, who was present at the meeting, had contacted him and that Mr. Evans has a client with approximately 118 acres in the Scottsmeer/Mims area. Mr. Powell explained that he thought that the EEL Program had previously considered the property, and that he did not know if the property had the criteria that the SMC was looking for, but that he did know the land was in direct proximity to property held by the EEL Program and that the owner, who was

also in attendance at the meeting, was interested in a possible sale. Mike Powell suggested that perhaps the SMC might be interested in purchasing part of the 118 acres in the Scottsmoor/Mims area with funds that could be received from the Airport, if the Airport could purchase the 52 acres at the end of the runway from the EEL Program.

Mike Knight clarified that the SMC had done a site visit to the 118 acre property Mike Powell had suggested and that the area was mostly improved pasture and watermelon fields.

Paul Schmalzer indicated he remembered the site visit.

Mike Knight clarified that the SMC had previously considered the property as it once offered part of a potential east-west connection, but that it had been ruled out because it was mostly pasture.

Paul agreed that the property had not been considered a priority for acquisition.

Ross stated that the bottom line was that the SMC plan for acquiring a manageable section of Florida Scrub-jay habitat in the TICO area was not realizable, because additional properties had not been able to be attained.

Discussion ensued regarding unsuccessful previous attempts in acquiring additional properties near the TICO Scrub Sanctuary.

Paul stated that the quality of habitat in the TICO Scrub Sanctuary has declined due to isolation and difficulty in management.

Randy commented that any sale of EEL Program property could be controversial, and if the Program was going to consider the sale of the TICO Scrub Sanctuary to the TICO Airport Authority, he felt that the sale had to be justifiable on its own merit, due to ecological and practical rational, not just because the Airport Authority felt they needed the land. He said he felt that it was important to note that in the long term, sale of any EEL Program property needed to be based on the fact that it was a prudent move on the Program's part; to reorganize the distribution of land, to get continuity, increase size, or improve management options. He stated that if these goals were met, and a sale would also benefit the Airport, then an agreement to sell the property could be beneficial to both the Program and the Airport.

Ross stated that he felt that it could be a good thing to accept funding from the sale of land that was isolated and difficult to manage and use it to acquire land of appropriate habitat with good manageability and connectivity options.

Discussion ensued regarding the Coastal Jewell property. Clarification was provided that at this time, it is not known if the ongoing negotiations on the Coastal Jewell property will be successful.

Ross and Randy stated that they felt it was important that any funding that might be received for sale of the TICO Scrub Sanctuary be used for acquisition of similar habitat.

Ron Hight stated that he felt that because the TICO Scrub Sanctuary was at the end of an airport runway, along other roads and within a developing area, it had become very difficult to manage.

Confirmation was provided that both the recent appraised values exceeded the purchase price of the property.

Ron stated that he also wanted to emphasize that the SMC did not want to set a precedent that might indicate any and all EEL Program properties could be available for purchase or removal from the EEL Program Sanctuary system, but in reality, acquisition goals were a moving target

and you win some and you loose some. He stated he felt he could be supportive of a sale of the TICO Scrub Sanctuary 52 acres at this time.

Dave Breininger stated he was not comfortable with consideration of giving up scrub and getting different type habitat. He stated he felt any exchange or possible sale of property needed to involve getting like habitat for like habitat.

Dave asked for clarification on how much time had been spent researching ownership and possible willing sellers near the recently acquired Scottsmoor Sanctuary.

Mike Knight and Keith Fountain stated they were under the impression that ownership in that area was made up of many small parcels with the exception of the Honey Hole Ranch and Jacobson properties. Additional discussion ensued regarding the general landscape in north Brevard County.

Paul stated that he felt that using monies from the sale of the TICO property to acquire Coastal Jewell would be ideal because that would increase the size of the existing Jordan Scrub Sanctuary to a point where it would provide enough landscape to achieve a sustainable threshold of Jay population in south Brevard. He stated he would also be supportive of using the funds to acquire appropriate scrub habitat near the Scottsmoor Sanctuary.

Dave stated that he agreed completely. He stated that he felt that appropriate scrub property in Brevard County could be acquired, if the TICO property was sold.

Ron asked if the TICO property was sold, could the money be used for any other purpose except acquisition of additional EEL Program property?

Mike Knight stated that the County Attorney's office have confirmed that the any funds received from the sale of the TICO property could not be used for anything other than acquisition of additional EEL Program property.

Clarification was requested regarding the Airport Authority's time constraints.

Michael Powell stated that in order for the FAA to hold funding, he needed a written commitment of intentions as soon as possible.

Mike Knight stated that it was his perspective that the BOCC would like to see the issue resolved as soon as possible.

Paul stated that the EEL Program has never exercised the option to sell land, but he believed the possibility of that action was covered in the Land Acquisition Manual (LAM). He noted that page 2-17, #2 of the EEL Program's Land Acquisition Manual, under the duties and responsibilities of the Board of County Commissioners, states "approves in writing, as a Board response to an agenda item, land acquisition, land sale, and project development proposals, made by the EEL Program Selection and Management Committee. The Board may approve or deny any acquisition contract, for acquisition proposal, proposed by the EEL Selection and Management Committee, however, the Board may not add, or expand projects identified within the acquisition strategy, or presented in the acquisition or sale list."

Mike Knight agreed with Paul's statement.

Consideration was given to linking the timing of the sale of the EEL Program's TICO Scrub Sanctuary property with the acquisition of alternate, appropriate habitat.

Michael Powell provided clarification that his window of opportunity for funding was very time sensitive.

Additional discussion ensued regarding the pending land swap with the Florida Navigational District (FIND).

Dave emphasized that he did not feel it would be beneficial to continue trying to work an exchange or coordinated purchase of property in the TICO Industrial Area due to increasing development in the region.

MOTION # FOUR

Randy Parkinson moved to approve recommending the sale of the TICO Scrub Sanctuary 52 acres property based on the fact that it has become increasingly isolated and more difficult to manage, and as a result, having decreasing ecological value; with the intent of acquiring habitat with equal or greater ecological value with a net gain; that the acquired property be in the same Florida Scrub-Jay genetic unit; and that the sale take place a fair market value.

Paul Schmalzer seconded the motion.

Public Comment

Doug Sphar suggested that the contract should stipulate that the EEL Program land being sold to the TICO Airport Authority won't be cleared, and should remain as scrub habitat until the new land acquired is acquired.

Additional Discussion

Randy stated that it would be difficult to enforce the stipulation that Doug Sphar had requested, because if it was included, it would defeat the Airport's purpose for getting the land in the first place.

Michael Powell stated the requested stipulation would be exceptionally difficult from the Airport Authority perspective because if they were able to purchase the land, the FAA would expect them to begin the transition process immediately as they would want to see the direct aeronautical benefit right away.

Paul Schmalzer stated that it should be understood that the EEL Program was not involved in any mitigation requirement that might occur from whatever agencies the Airport Authority had to deal with in clearing the land, such as permits from the Endangered Species Office, or Fish and Wildlife Commission, and that those requirements were not affected by the EEL Program's willingness to sell the property.

Ross asked if there were additional questions or discussion. No questions or comments were received.

The motion carried unanimously.

Additional Discussion

Ross stated that there had been a request to present the Brevard Hardwoods Property before the CELP Grant Review. No objections were received.

Brevard Hardwoods Property

Mike stated that the owners of the Brevard Hardwoods Property had submitted an unsolicited, updated willing seller application for 2.4 acres of property including the old Malabar School House, which is considered to be an historic building. He explained that the SMC had considered this site

previously, beginning in 2001, and that the County performed a fairly extensive evaluation researching costs associated with the possibility of acquiring the site, and restoring the facility as a possible Management and Education Center for the South Region. During review, analysis indicated that anticipated restoration costs substantially exceeded the available funding for the South Region's Center. In addition, although the site was adjacent to the Malabar Scrub Sanctuary, much of the property around the facility had been cleared. On July 7, 2003, the SMC stated that although they acknowledged that the facility was a great old building, and an historic site, the primary goal of the EEL Program is acquiring and managing endangered lands and the SMC voted to not pursue acquisition of the site.

Paul stated that the facility was a nice old building, and that property around the facility had generally been cleared, but that the restoration requirements associated with the project had been cost prohibitive.

Public Comment

Bonilyn Wilbanks-Free, Administrator of the Town of Malabar stated that the owners had also offered sale of the property to the Town of Malabar.

Additional discussion

Ross stated that he had liked the original concept of possibly using the old building as a possible Management and Education Center for the South Region, but that it just didn't work out from a conservation perspective.

MOTION # FIVE

Paul Schmalzer moved to decline further consideration of the Brevard Hardwoods site, based on the information discussed during the meeting.

Ron Hight seconded the motion.

The motion carried unanimously.

CELP Grant Review

Mike explained that the Coastal Estuarine Land Conservation Program (CELP) Grant application originally approved by the SMC on July 30, 2008, and which received final approved by the BOCC on September 30, 2008 had been declined at the Federal Level. This grant provided for matching funds for protection of the North Indian River Lagoon, (NIRL) which is one of the most biologically diverse estuaries in North America. All properties included in the grant are within the State's Blueways Project.

Grant reviewers at the State level suggested that the grant request be scaled down and resubmitted. A new grant application has been prepared which only includes the following 5 areas: Xynidis, Mason, Tucker, (one each) and Valdyke, (two properties), which are all adjacent to existing EEL Program acquisitions.

Paul Schmalzer stated he thought the revised proposal was very well written and that the indicated properties have been considered important for conservation for a long time.

MOTION # SIX

Paul Schmalzer made a motion to approve submittal of the revised CELP grant application.

Dave Breininger seconded the motion.

Additional Discussion

Ross asked if there were any comments or questions. None were received.

The motion carried unanimously.

Citizen Request re: Gopher Tortoises

Mike explained that staff has received correspondence from Suzanne Meyer, citizen, expressing her concern regarding possible negative impacts to Gopher Tortoise burrows during mechanical reduction of fuel loads in preparation for a prescribed fire at the North Buck Lake Sanctuary. He explained that Suzanne was involved in a volunteer effort to survey burrows about a year ago and when she became aware that heavy equipment was being used in the Sanctuary to remove trees and some of the underbrush during the restoration of scrub habitat, she expressed her concern that some of the entrances to the Tortoises burrows could be covered up, making it difficult for them to enter or exit the burrows. Mike read an e-mail from Suzanne to the SMC.

Mike stated that clarification has been provided to Suzanne that the EEL Program follows “Best Management Practices” established by FWC during restoration activities, and that the FWC General Policy Statement regarding Gopher Tortoise Enforcement does not require a permit for activities intended to improve native wildlife habitat. He also explained that EEL Program staff have provided confirmation to Suzanne that staff is cognizant of the possibility that some Gopher Tortoise burrow opening may be covered up during this process, but that Tortoises have the ability to dig out if this occurs, and that the larger benefit comes from an improved habitat, which is also easier for the Tortoises to dig new burrows in, because it is less dense. Other scrub species benefit from the improved habitat, as well.

The SMC clarified that they understood the concern that Suzanne felt because mechanical treatment for reduction of fuel load can seem severe, and they expressed appreciation for her volunteer efforts to the EEL Program. They indicated support for the “Best Management Practices” procedures that were followed by staff during the restoration of the North Buck Lake Sanctuary’s habitat, and with staff’s response to her concerns.

Discussion ensued on the importance of proper education for citizens regarding land management activities and prescribed fire. Emphasis was placed on the importance helping citizens understand that while the original activities of mechanical treatment to reduce fuel load, and subsequent prescribed fire, have what appears to be a severe impact on the landscape, scrub habitat responds very quickly, frequently in a matter of a few weeks; and that precautions are taken to ensure that the activities are completed as safely as possible, for surrounding property owners, as well as for the Gopher Tortoises and other scrub species.

Viera Property

Mike explained that he had been contacted by the Viera Company regarding a parcel on the south side of Barnes Blvd. across the street from the Cruickshank Sanctuary and with a southern connection to the Viera CDD Conservation Property. He asked if the SMC would be interest in receiving a willing seller application on the property. He explained the SMC had been interested in possible acquisition of the property in the past, but acquisition could not be pursued due to the annual assessment held on the property as part of the Viera CDD.

Paul Schmalzer requested clarification regarding the status of the pending donation of the Viera CDD Conservation Easement property. Mike explained that, we were in a holding pattern, and that the EEL Program had sent a letter to the Viera Corp., accepting their offer to donate, but that County rules required that a donation include a survey and phase 1 assessment, and that the

Viera CDD. was asking if there would be some way to waive those items. Mike stated that staff has requested the most current survey on the property from the Viera CDD and staff will ask the County Attorney's office to review it to determine if it is an appropriate survey for the conditions of the donation.

Kim asked about the status of the Phase 1 Environmental Assessment. Mike explained that this is usually done by the owner donating the property.

Mike stated that it is the position of the Viera Co. that the parcel on Barnes Blvd. has already been mitigated for impacts and that at least the scrub part of the parcel could be developed.

Paul stated that he felt the donation of the Viera CDD Conservation Easement property was a very important item and that he felt the SMC would want it to move forward.

Dave Breininger agreed with Paul. He stated there were previously 27 families of Florida Scrub-Jays on that site, and that it was probably the largest contiguous group of Jays left on the Atlantic Coast. He congratulated the EEL Program staff on the restoration of the habitat in the Cruickshank Sanctuary and indicated his group had recently banded about 10 young birds at the Cruickshank Sanctuary.

Kim stated it was her recollection that the Program could never get clarification about whether or not the annual assessment could be waived, and that acquisition could not be considered without the assessment being waived on a permanent basis.

Clarification was provided that during 2002, the annual assessment on the property was \$33,000.

Ross asked whether or not Dave felt that putting a building on the Viera Corp. parcel Mike was asking about would prevent Jays from traveling between the Conservation Easement and the Cruickshank Sanctuary. He stated it was his impression that the parcel would be very expensive.

Dave stated that if the upland part of the property was developed, and the wetland portion became forested, it could have an impact on Scrub-Jay travel between the two locations.

Members of the SMC indicated they would like to receive a willing seller application on the property. Staff will contact the owners.

NEXT MEETING:

It was determined that the next meeting would be held on March 27, 2009.

ADJOURNED:

The meeting was adjourned at 3:45 PM.

SUMMARY OF MEETING MOTIONS:

- Motion to approve the November 18, 2008 minutes, as amended.
- Motion to approve the January 29, 2009 minutes, as amended.
- Motion to approve the Malabar Scrub Sanctuary, as amended.
- Motion to approve recommending the sale of the TICO Scrub Sanctuary 52 acres of property based on the fact that it has become increasingly isolated and more difficult to manage, and as a result, having decreasing ecological value with the intent of acquiring habitat with equal or greater ecological value with a net gain; that the acquired property be in the same Florida Scrub-Jay genetic unit; and that the sale take place a fair market value.

- Motion to decline further consideration of the Brevard Hardwoods site, based on the discussion during the meeting.
- Motion to approve submittal of the revised CELP grant application.

Meeting Date
3/24/09



AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA	
Section	Unfinished Business
Item No.	V.I.C

SUBJECT: Malabar Scrub Sanctuary Management Plan – District 3
Fiscal Impact: Expenditure of approximately \$15,500 FY 08/09

DEPT/OFFICE: Parks and Recreation Department
 Environmentally Endangered Lands (EEL) Program

Requested Action:	
Approve the attached Malabar Scrub Sanctuary Management Plan under the Environmentally Endangered Lands Program.	
Summary Explanation & Background:	
<p>The Malabar Scrub Sanctuary is a 570 ± acre site that is comprised of seven purchases (1993, 1994, 2003, and 2005) under the EEL Program referendums. The State of Florida provided 50% reimbursement to the County for all but 7 acres. The site is currently managed by the EEL Program through a lease agreement with the State of Florida (Amendment 1, Lease Number 4263). The sanctuary is located in the Town of Malabar, along Malabar Road.</p> <p>The Malabar Scrub Sanctuary Management Plan is being distributed in the form of compact disk to reduce paper use.</p> <p>The accompanying Management Plan on CD outlines the public access and land management activities proposed for the property. This site has been designated as a Category 1 site. As described in the Sanctuary Management Manual (Chapter 4.2.1 pg. 21), the site will be used for the South Region education center development. The public access activities include hiking, biking, horseback riding, environmental education, and wildlife observation. Management activities will primarily consist of prescribed burning, removal of exotic plant species, and monitoring listed species.</p> <p>On Nov. 14, 2006, this Management Plan was tabled by BoCC for 90 days so public access considerations could be reviewed. The issue in the Management Plan to be addressed by tabling was so that a linear, hard-surfaced, trail, pilot project could be considered as an addition to the Public Access plan for the site. On March 14, 2007, the Recreation and Education Advisory Committee (REAC) passed a motion of support for staff's recommendation to locate the trail along the east boundary fire line. On April 6, 2007, the Selection and Management Committee (SMC) reviewed REAC's motion and the proposed Management Plan, and passed</p> <p>Continued on Page 2</p> <p>Contact: Mike Knight, EEL Program Manager, 255-4466 or mike.knight@brevardparks.com</p> <p>Fiscal Impacts: FY 08/09 - Proposed management activities outlined in this Management Plan will use EEL Program Funds Fund 1614, Cost Center 300501 and is estimated at approximately \$15,500 for prescribed fire, exotic plant removal, fence and fireline repair and maintenance, and upkeep of trails.</p> <p>FY 09/10 – Fiscal impacts to the EEL Program 09/10 budget is estimated to be approximately \$19,832</p>	
Exhibits Attached: Management Plan, paper copy, 10 copies of plan on CD	
Contract/Agreement (If attached): Reviewed by County Attorney	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
County Manager's Office Heidi Denis, Assistant County Manager	Department <i>PR</i> Don Lusk, Park & Recreation Director

Excerpt from the Brevard County Board of County Commissioners
3-24-2009

APPROVAL, RE: MALABAR SCRUB SANCTUARY MANAGEMENT PLAN

Mike Knight, EEL Program Manager, advised in 2007 the Board approved the Malabar Scrub Management Plan with a staff recommendation that a paved linear trail be placed along the east border of the property along Marie Street; and because it is State property, the plan went before the ARC Council at the State level and there were some citizen concerns about staff overriding the recommendations of the Selection and Management Committee because the Committee had preferred to see the trail located on an existing paved area within the sanctuary down the central boulevard to minimize the impact; but the alignment of the trail was simply not going to work through that section, which is unfortunate, but staff felt strongly that the location of the trail is best suited in order to make the connections for the trail head and the existing linear trail that had already been established. He stated as a result of those concerns, the ARC Council deferred it back to the County for further review; the Board directed staff to take it back through the Committee process to have it evaluated to see if there was some way to find a compromise to satisfy impact concerns; and so it went back through the process of Committees, which supported the existence of the trail as it was recommended in the first plan with some contingencies, which are noted within page two of the Agenda Report. He stated staff is before the Board today to move the Item off the Board's Agenda and up to the ARC Council with the State, for their final approval.

Doug Sphar stated he does not oppose the proposed trail because all the EEL procedures were followed; but he would like to ask the Board to implement a REAC recommendation that would compensate for the habitat impact by the paved trail. He advised the EEL REAC considered and approved the proposed access the Board is considering today at its August 14, 2008 meeting; the approval included a recommendation to explore mitigation for the consequences of the trail; and that the mitigation be approved by the Selection and Management Committee. He stated because the State holds title, Malabar Scrub must be managed in accordance with Florida Statute, Chapter 259, which says, "The Legislature intends these lands to be managed and maintained for the purposes for which they were acquired, and for the public to have access to and use of these lands where it is consistent with the acquisition purposes and would not harm the resources that the State is seeking to protect on the public's behalf." He stated the proposed paved trail provides public access, but according to Selection and Management Committee member, Dr. Paul Smalzer, fire breaks are habitat for some species but the pavement is not; also, human activity on the trail will suppress wildlife activity along the trail corridor, thus there is harm to a resource the State is seeking to protect; and typically, when there is loss of habitat on a property there is compensatory mitigation. He stated Selection and Management Committee member, Dave Brinenger, proposed a very

reasonable mitigation strategy that would benefit both EEL and the Town of Malabar; stated Malabar Scrub Tracts 1 and 2 are connected by the Town of Malabar's Cameron Reserve; and to compensate for the impact of the trail, Mr. Brinenger proposes that EEL and the Town of Malabar agree to a joint and integrated Scrub Jay Management Plan that would facilitate the movement of Scrub and flatwood flora and fauna between the two Malabar Scrub tracts via the Cameron Preserve. He stated Mr. Brinenger recommends that EEL assist the Town of Malabar in managing Cameron Preserve as an open scrub/flatwoods savanna with one mature pine per acre and scrub oaks averaging one to three feet high. He stated as a condition for approving the Management Plan, the Board should give explicit direction to the EEL Program that it actively and aggressively negotiate with the Town of Malabar for the recommended integrated management of the Malabar Scrub Sanctuary and Cameron Preserve.

Motion by Commissioner Infantini, seconded by Commissioner Bolin, to approve the Malabar Scrub Sanctuary Management Plan under the Environmentally Endangered Lands Program.

Chairman Nelson inquired if the trail is developed, will EEL have to get permits, or does mitigation kick in as part of the permitting process. Mr. Knight advised the Selection and Management Committee had that discussion and was concerned about mixing up mitigation with the approval of the plan and the trail for two reasons; one reason was because during the process of the trail design and development, any mitigation that is required as a result of that would be handled at that time; and currently there are no scrub jays occupied in the location of the trail, so it is not considered to be an impact from a scrub management perspective.

Chairman Nelson stated he likes Mr. Sphar's idea of working with the Town of Malabar for the connectivity, but it is a separate issue that can be addressed; and there can be a follow up motion to have staff work with the Town of Malabar to see if there is an interest.

Mr. Knight advised staff has had discussions with the Town of Malabar about connectivity; although the Town is supportive of the County assisting in any way it can, there are issues of cost associated with the County being involved in the management of that particular tract of property, as it is owned by the Town; but staff would be happy to continue those discussions.

Chairman Nelson stated it would be appropriate to have those discussions and bring back the willingness, as well as the cost, at a later date so the Board can deal with that. Commissioner Infantini stated there is more of a cost for the Town of Malabar, but they do not have the funds to move forward with it.

Chairman Nelson called for a vote on the motion; Motion carried and ordered

unanimously.

Motion by Commissioner Fisher, seconded by Commissioner Nelson, to direct staff to discuss with the Town of Malabar the issues of connectivity on two Malabar tracts. Motion carried and ordered unanimously.

Appendix K
Timber Assessment

BREVARD COUNTY ENVIRONMENTALLY ENDANGERED LANDS PROGRAM PROPERTIES TIMBER MANAGEMENT ASSESSMENT

Prepared by James Roberts
State Lands Silviculturist
and
John T. Marshall
Region 5, Other Public Lands Forester
Florida Division of Forestry
February 2007

Purpose

This document is intended to fulfill the timber assessment requirements for public lands in the state of Florida as required in section 253.036, Florida Statutes. It is being written for portions of the Brevard County Environmentally Endangered Lands (EEL) Program properties in Brevard County, Florida. The goal of this assessment is to evaluate the potential and feasibility of utilizing silvicultural techniques to help managers with their timber resources being managed for conservation and revenue generating purposes on the Brevard County EEL Program's property.

Forest Resource Background and History

The Brevard County Environmentally Endangered Lands Program was established in 1990 after citizens voted to increase their taxes to help purchase and maintain environmentally sensitive lands within the county. The initial length of this taxing period is for 20 years. Matching funds have been provided by the State of Florida through the Preservation 2000 and Florida Forever Acts for these types of purchases as well. The Brevard EEL Program also partners with other conservation and preservation organizations such as the St. Johns River Water Management District and the North American Wetlands Conservation Act to help with the purchase and management of sensitive lands.

Approximately 18,000 acres of environmentally sensitive lands across the county have been purchased since this time and are being managed under the EEL Program. This assessment will only cover a portion of these lands in the inland portion of the county. The properties included are the Helen and Allan Cruickshank Sanctuary, Malabar Scrub, Jordan Scrub, Micco Scrub, Grant Flatwoods Sanctuaries, Turkey Creek Sanctuary, Pine Island Conservation Area, Enchanted Forest Sanctuary, Dicerandra Scrub Sanctuary, North Buck Lake Scrub Sanctuary, Indian Mound Station Sanctuary, South Lake Conservation Area and Tico Scrub Sanctuary.

The Valkaria Scrub Sanctuary is also included and currently comprises approximately 7394 acres. This area was subdivided and sold as residential type lots. The EEL Program is in the acquisition phase on this property and due to the numerous landowners, the property is not all contiguous at this time. Present and future goals include purchasing as many of the lots as possible to secure this property into one manageable tract. It is difficult to discern the boundaries on the ground since no physical lot boundaries are evident. Only with the use of GIS is it possible to overlay boundary lines with aerial photography and distinguish community types and property boundaries. The management options offered in this assessment may not be feasible at this time on all the property of the sanctuary. When more acquisitions are made and larger, more manageable blocks are created and defined, these options should prove valuable to the EEL Program resource managers.

Development in this part of the state is steadily increasing. These properties were purchased to protect and preserve environmentally sensitive lands and the plants and animals associated with them. They also provide educational opportunities and recreation.

Past land uses of much of the property in Brevard County has included naval stores operations and cattle grazing. The EEL Program properties have probably included both at some time in the past. Prescribed burning was an important part of both. Forage production and brush control was dependent on frequent fires. Historically, fire has always been part of the Florida ecosystem and many communities are dependant on fire to maintain their diversity. Lightning caused, low intensity fires burned frequently. Small shrubs and many hardwood species were kept from overtaking the pine forest because of frequent fires. Burning techniques have been revised over the years and more growing season burns are attempted as weather permits. If heavy fuel loads are allowed to accumulate, winter or cool season fuel reduction burns should be done first to minimize timber mortality before growing season burns are attempted again.

Management Goals and Objectives

The Brevard County EEL Program lands are acquired in an attempt to help preserve and restore diminishing natural communities. Their mission statement and primary management objective is to protect and preserve the biological diversity on these lands. These tracts are called sanctuaries and provide for conservation of natural resources, education, and recreation.

Ecological Trends

Human disturbances such as drainage, urbanization, and land use changes such as mining and crop production have occurred throughout the state causing the degradation or loss of many natural communities. Frequent fire that helped create and maintain many natural communities in Florida has been altered or removed. This has allowed an increase of both endemic and non-endemic plants to these once fire dependant communities. Timber management can be useful aid in the restoration of these sites by eliminating the

overcrowding of naturally occurring trees and removing the species that are not typically found in these community types. By removing this additional fuel load, prescribed fire can be reintroduced safely to mimic the natural fire cycles that once existed. Timber management can also help develop multi-aged structures in stands that help maintain dynamic ecosystems. Opening the overstory will also increase the amount of sunlight reaching the forest floor, aiding in natural groundcover recovery and maintenance.

Timber Resources and Management Options

The majority of the timber resources on the EEL Program property that would benefit from silvicultural treatments exist in the pine flatwoods. Mesic, wet, and scrubby flatwoods all fall into this general category. Slash and longleaf pine are the dominant overstory species that currently exist with an understory of palmetto, gallberry, wiregrass, scrub oaks and other understory grasses and woody plants.

General Timber Management Guidelines

Basal Area (BA) is a common measurement used to identify stand density. The basal area is measured on a tree four and one half feet above the ground, identified as diameter at breast height or DBH, and is expressed in square feet (ft.²). The BA is the total measure of the cross sectional area in square feet of the stems of trees occupying space on one acre of land. Fewer large diameter trees are needed to equal the same BA as many small diameter trees. For example, 509 evenly distributed six inch diameter trees over one acre has a BA of 100 ft.². Only 127 twelve inch diameter trees, evenly spaced on one acre, are needed to create the same 100 ft.² of BA.

Basal area can also be correlated to crown coverage. Basal areas around 50 square feet per acre of mature, healthy trees can help prescribed burning efforts by increasing the fuel dispersion and loads with needle cast. This needle cast should allow prescribed fires to carry across areas while still allowing adequate sunlight to reach the forest floor to maintain native grasses.

Current Timber Resources

The Brevard County EEL Program Lands encompass many thousands of acres. Identifying and defining individual stands and treatments for each stand is not the goal of this assessment. Detailed stand descriptions would be necessary to help plan for long term timber management on these sites. While timber management is not the primary goal for these properties, many of the silvicultural recommendations can be implemented along with preservation activities to maintain or restore these areas to their once natural condition.

The following are general descriptions and management recommendations. The diversity of the EEL Programs land and the management objectives for each will be the ultimate guiding principal. Areas with populations of gopher tortoises can sustain higher BA's than those being managed for scrub jays but less than some of the wetter flatwoods sites.

Natural Pine:

All of these areas have been harvested or have burned hot enough to reduce the standing timber to an unmerchantable volume. They all appear to have supported stands of large timber at one time, but the lack of any forestry type management in the past has converted these forest to fire-climax communities composed mainly of saw-palmetto that are fire hazards. The one exception is the North Buck Lake Scrub Sanctuary that has a fair stand of young sand pine. Saw-palmetto responds to fire by resprouting immediately and can return to preburn levels in as little as 1 year. This makes it very hard to regenerate a stand of trees because the seedlings have a hard time getting through the saw palmetto and if they do they stand a good chance burning up because of the volume of fuel produced by the saw-palmetto. If a forest community is desired, burning alone will not restore these communities to their original forested state. Saw-palmetto flourishes in full sun light but is also somewhat tolerant of shade. A complete overstory of trees creates shade and slows the growth. Shade with prescribe fire seems to keep it in check but some mechanical removal will be required to get the trees established.

Planted Pine:

There are 205 acres of planted pine in the Micco Scrub Sanctuary. It appears to be north Florida slash pine planted in an area that should have been planted in south Florida slash or longleaf. It was an old field, pasture, or had some heavy site preparation before it was planted as there is very little saw palmetto in the understory. The rows of trees were planted with about 8 feet between rows which is very close at today's standards. When the basal area reaches 100 this area should be thinned. This could be done by removing every other row, every third row, or every third row and thinning in between, depending on the desired remaining stand.

In under stocked areas, longleaf pine can be planted if sites are suitable. This species is more adapted to fire and is longer lived than the other southern pines. A "rule of thumb" is that if palmetto is dominant, longleaf can be planted. If gallberry dominates, then it is probably too wet for longleaf and slash pine should be planted.

Access

Adequate access is a necessity for land management activities. Law enforcement patrol, prescribed burning activities and fire suppression are but a few of the activities that benefit from improved road access. Most of the EEL Program's land is adjacent to a paved road of some sort. Internal access to some of the properties is limited by weather. Low areas become very wet and high areas become excessively dry depending on the season. Parts of the road system would need improvements to facilitate movement of heavy equipment for restoration or maintenance purposes. Widening current roads, installing culverts or low water crossings, or capping soft roads with shell, rock or clay are some of the possibilities for needed upgrades.

Economics

It is difficult to predict with any certainty the amount of revenue that can be derived through timber harvests on the Brevard County Environmentally Endangered Lands. Brevard County is approximately 100 miles to the nearest major wood processing facilities in Palatka, Florida. Market conditions, harvest prescriptions, product mix, logging conditions and distance to manufacturing facilities are factors in stumpage prices. Even though economics are hard to predict, they should be analyzed before making any management decisions.

Summary

There are approximately 10,000 acres in the EEL Program with current or future potential for timber management. Exclusive timber management would not meet the objectives for which this property was purchased, however, silviculture is a valuable tool to help restore and maintain native ecosystems, increase diversity and improve wildlife habitat. It is possible to manage nearly all of the sandhill, mesic flatwood, scrubby flatwood, and ruderal areas in order to retain their natural appearance and produce revenue from timber harvests. Currently a market does exist for timber products in the Brevard County area.

Road access within would need to be improved in some areas to allow for silvicultural activities. Public roads and highways to the park need to be monitored for weight restrictions on bridges.

Appendix L:
Acquisition History and
Board of County Commissioners Actions

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Brevard County Environmentally Endangered Lands (EEL) Program

DRAFT

PROPERTY NAME	DATE ACQUIRED	CONTRACT PRICE	EEL SHARE	FUNDS REIMBURSED TO EEL OR PARTNER 1	PARCEL IDS	ACRES	LOCATION	ENVIRONMENTAL SIGNIFICANCE	NOTES	
Kentucky Central Life	Feb-94	\$1,900,000.00	\$950,000.00	\$950,000.00	30-37-10-00-500 30-37-11-00-500 30-37-14-00-250 30-37-15-00-1 30-37-14-00-500 30-37-15-00-500	1,323.27	Mico	Scrubby flatwoods, long-leaf, wet prairies, cypress dome scrub jays occur within site & adjacent areas, gopher tortoise population & 4 listed plant sp.	Approved by CARL as a boundary amendment to the Scrub Jay Refuge CARL Project Received reimbursement on 7/99	
	Sept-97	\$1,414,728.00	\$707,364.00	\$707,364.00	29-38-06-00-501 29-38-07-00-250 29-38-07-00-2	354.42	Melabur	Scrub habitat and associated species sawgrass marsh - called Jordan Scrub	Received \$465,412.50 as partial reimb. on 6/2002 Received \$238,690 on 7/2002	
	Melabur Scrub	May-93	\$600,000.00	\$400,000.00	\$200,000.00	28-37-36-00-2 28-37-36-00-250	60.00	Melabur	Oak scrub, scrubby flatwoods, sand pine scrub, wetlands, mesic flatwoods	Received reimb. on 6/2901 Received reimb. on 6/2901
		Jan-94	\$510,000.00	\$255,000.00	\$255,000.00	28-37-36-00-9 28-37-36-00-500	31.07	Melabur	Threatened & endangered species such as scrub jays, gopher tortoise, scrub lizard	Received reimb. on 6/2901 Received reimb. on 6/2901 First acquired by TNC from RTC
	TCO Scapeport	Apr-94	\$760,000.00	\$760,000.00	\$0.00		52.23	Titusville	Scrub habitat and associated species	1st acquisition within the TICO Core are of the Scrub Jay Refuge CARL Project
Rockledge	Feb-95	\$850,000.00	\$425,000.00	\$425,000.00	25-36-22-00-1 25-36-22-00-8	55.55	Rockledge	Scrub habitat and associated species	1st acquisitions within the Rockledge Core of the Scrub Jay Refuge CARL Project	
	Jan-95	\$1,183,000.00	\$591,500.00	\$591,500.00		85.21	Rockledge	Scrub habitat and associated species	Received reimb. for both on 5/28/02	
Solomon/Jackson	Dec-93	\$400,619.00	\$200,309.50	\$200,309.50	22-35-27-BC-41 22-35-27-BC-421	44.00	Titusville	Protects the Dipterocarpus flatwoods scrub mint of the Titusville wetland	Received a \$199,655.50 reimburse on 8/2002	
MEP America, LLC	Aug-00	\$2,975,743.77	\$2,975,743.77		30-38-18-00-1 30-38-07-00-500	1,548.16	S. Brevard	Protects scrub and wetlands	Adjacent to Mico Scrub Sanctuary	
Ardatt	Jul-01	\$1,870,000.00	\$935,000.00	\$935,000.00	30-38-07-00-1 30-38-05-00-1 30-38-06-00-250 30-37-01-00-1	1,453.50	S. Brevard		Reimbursed March 27, 2002	
	Feb-02	\$1,354,000.00	\$1,354,000.00			643.20	S. Brevard	Protects scrub and wetlands	Phase 1	
Farm & Grove	Feb-02	\$169,000.00	\$84,500.00	\$84,500.00		90.86	S. Brevard	Protects scrub and wetlands	Phase 1	
	Feb-02	\$87,000.00	\$43,500.00	\$43,500.00		23.09	S. Brevard	Protects scrub and wetlands	Phase 1	
Kiddie-91	Feb-02	\$102,000.00	\$51,000.00	\$51,000.00		24.65	S. Brevard	Protects scrub and wetlands	Phase 1	
	Oct-02	\$27,787.50	\$13,893.75	\$13,893.75		8.81	S. Brevard	Protects scrub and wetlands	Phase 2	
Farm & Grove	Oct-02	\$63,371.53	\$31,685.76	\$31,685.76		25.41	S. Brevard	Protects scrub and wetlands	Phase 2	
	Oct-02	\$18,000.00	\$9,000.00	\$9,000.00		4.03	S. Brevard	Protects scrub and wetlands	Phase 2	
Schloffe/Berg	Dec-02	\$210,000.00	\$105,000.00	\$105,000.00	25-36-22-00-755 28-37-35-00-500	6.53	Rockledge	Protects scrub	1st joint state closing	
	Apr-03	\$2,400,000.00	\$1,200,000.00	\$1,200,000.00	28-37-35-00-7 28-37-35-00-6	131.74	Melabur	Protects scrub and turkey creek watershed	Joint closing	
National Heritage Foundation	Dec-03	\$442,435.50	\$221,217.75	\$221,217.75		15.00	Palm Bay	Protects scrub and turkey creek watershed		
	Dec-03	\$75,000.00	\$37,500.00	\$37,500.00		30.00	Melabur	Protects scrub and turkey creek watershed	State acquired 100% with no EEL fund	
PAGE TOTAL		\$19,221,885.30	\$13,885,569.40	\$13,885,569.40		6,275.02				



April 3, 2002

MEMORANDUM

TO: Charles Nelson, Parks and Recreation Director, Attn: Anne Birch

RE: Amendment #2 to Management Lease Agreement #4263 with State of Florida for Brevard Coastal Scrub Ecosystem Project

The Board of County Commissioners, in regular session on April 2, 2002, executed Amendment #2 to Management Lease Agreement #4263 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for 97 individual ownerships within the Brevard Coastal Scrub Ecosystem project. Enclosed are the original and one signed copy of the Amendment for your action. Please return a fully-executed copy of the Amendment to this office for inclusion in the official minutes of the Board.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in cursive script, appearing to read "Bernadette Talbert".

Bernadette Talbert, Deputy Clerk

Encls. (2)

cc: Finance
Contracts Administration

Originals Anne B.

*cc: Clerk file
Agenda file*

Page 2, 2002



Revised 9/20/02

AGENDA	
Section	CONSENT
Item No.	III B5

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Amendment #2 to Management Lease Agreement #4263 with the State of Florida

DEPT. / OFFICE: Parks & Recreation Department
 Environmentally Endangered Lands Program

Requested Action:
 Approve Amendment #2 to the State Lease Agreement #4263 for ninety-seven (97) individual ownerships within the Brevard Coastal Scrub Ecosystem project and authorize the Chair to sign the Amendment.

Summary Explanation & Background:

On April 25, 2000 the Board authorized a management lease agreement with the state for the Micco and Greider properties in the Brevard Coastal Scrub Ecosystem CARL project. This lease serves as the one management lease for all properties acquired in the BCSE project. The attached Amendment #2 would add properties previously transferred to the state and known as the Malabar Scrub, and 97 ownerships acquired between 1993 and 1999 in the Sections 19 & 20 of the Valkaria area. An additional property in Section 27 (Pippert) that was donated to the state is also included since the EEL Program is the designated manager for all properties acquired and donated in that section. Subject to successful acquisition by the county and the state, the county accepted management responsibility of the above referenced properties at the time they were proposed as part of the Brevard Coastal Scrub Ecosystem project. Malabar Scrub Sanctuary lies within the Town of Malabar and staff has notified the Town of Malabar about this agenda item.

Initial management costs associated with the Malabar Scrub property for fencing occurred in 1995. The County continues to incur first time management costs associated with fire management and public access at this site. A management plan is in draft form and will be provided to the Board prior to sending it to the state for approval. Due to the small multiparcel nature of the Valkaria and Section 27 properties initial management costs will not be incurred until a manageable management unit is acquired. The state is aware of and in agreement of this action.

Cost Benefit Analysis: This action does not incur additional management lease fees. Management costs associated with the properties are necessary in order to ensure the natural resources are protected according to the goals of the county's EEL Program and State Florida's Forever program. Meets the goals of conserving natural resources, and creating and supporting cooperative partnerships.

In approving this agenda item the Board of County Commissioners has determined this financial transaction serves a public interest, and is a lawful action.

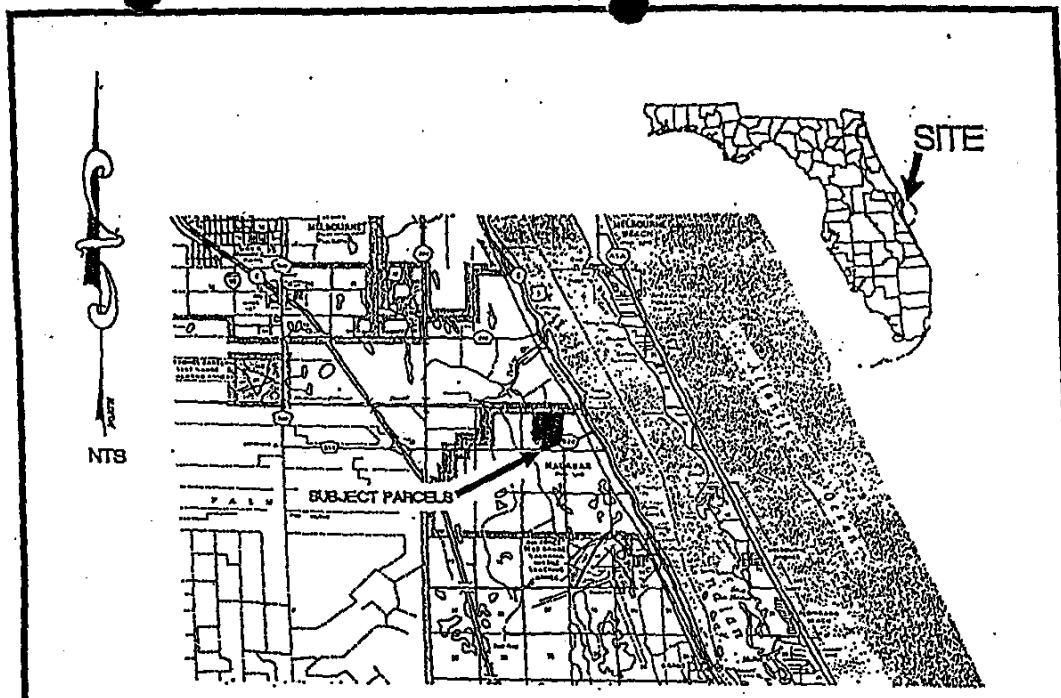
Contact Anne Birch at 255-4466 or abirch@brevardparks.com

Exhibits Attached:
 Amendment #2 to Management Lease #4263 (two originals for signature)

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

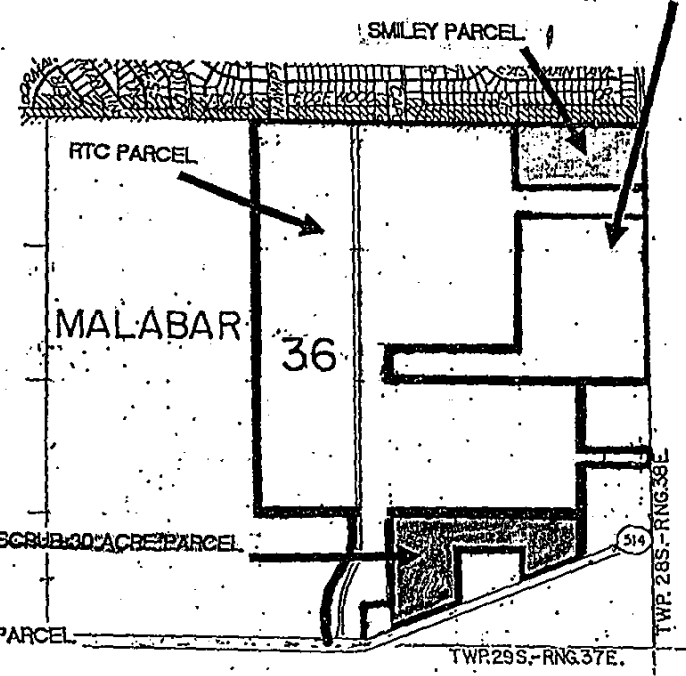
County Manager's Office
 Tom N. Jenkins, County Manager

Department
 Charles S. Nelson, Parks & Recreation Director *CSN*



NTS

DENIUS SCRUB 60 ACRE PARCEL



LEGEND:

■ ACQUISITION PARCEL

DETAIL

NTS

BREVARD COASTAL SCRUB ECOSYSTEM / MALABAR /

- R.T.C. parcel
- DENIUS SCRUB parcel (30 ACRES)
- DENIUS SCRUB parcel (60 ACRES)
- SMILEY parcel

SECTION 36, TOWNSHIP 28 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA



SANDY CRAWFORD, Clerk to the Board, 700 Park Avenue, Titusville, Florida 32780
BERNADETTE S. TALBERT, Deputy Clerk (407) 264-5240

February 14, 1994

30 acre

MEMORANDUM

TO: Scott Knox, County Attorney

RE: Contract For Sale and Purchase and Addendum with Homer R. Denius,
Trustee, Re: Malabar Woods Scrub Property

The Board of County Commissioners, in regular session on February 8, 1994, executed Contract For Sale and Purchase and Addendum with Homer R. Denius, Trustee for Malabar Woods Scrub property at \$510,000 from the EELS Program. Enclosed for your necessary action are the originals and one copy each of the Contract and Addendum, and a copy of the Agenda Report.

Your continued cooperation is greatly appreciated.

Sincerely yours,

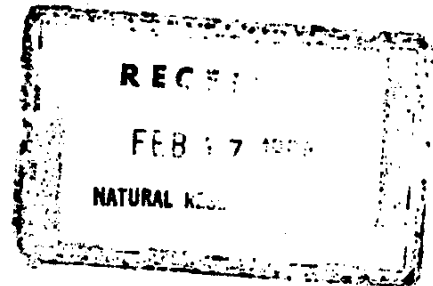
BOARD OF COUNTY COMMISSIONERS
SANDY CRAWFORD, CLERK

Bernadette Talbert
Bernadette Talbert, Deputy Clerk

/tjv

Encls. (5)

cc: Environmental Services Administrator
Natural Resources Management Director
Finance



TRUMAN SCARBOROUGH, JR.
District 1

KAREN S. ANDREAS
District 2

NANCY HIGGS
District 3

SUE SCHMITT-KIRWAN
District 4

SCOTT ELLIOTT
District 5

TOM N. JENKINS
County Administrator

SCOTT L. KNOX
County Attorney



Meeting Date:
5/4/93

AGENDA	
Section	Consent
Item No.	C. 4.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Contract to purchase land
RE: Malabar Woods - Denius Tract (60 acres)

DEPT./OFFICE: Natural Resources Management Division - EEL Program

Requested Action:

Staff requests that the Board of County Commissioners sign a Contract to purchase the Malabar Woods Scrub - Denius property (60 acres).

Summary Explanation & Background:

1. The subject property is a 60 acre parcel owned by Homer Denius Sr. The parcel is contiguous with the Malabar Woods RTC property (285 acres). The Denius tract is located on the eastern portion of the RTC tract and has easements to the paved road through the Malabar Woods site. All easements will be released to the County. The Nature Conservancy has scheduled a closing with Brevard County and the RTC for the 285 acres on March 23, 1993, for the larger parcel.

2. The property is an environmentally significant scrub community with several families of the Florida Scrub Jay ("threatened", USFWS), Gopher Tortoises, and a variety of listed scrub plant species. The site complements the RTC purchase and provides opportunities for enhanced management of listed species and endangered natural communities. The site was rated highly by the EEL Selection Committee and is considered vital to maintaining the long-term viability of the natural communities and species on-site.

3. The acquisition has been unanimously supported by the EEL Selection Committee and is viewed favorably by the Town Council of the Town of Malabar.

FISCAL IMPACT: The purchase price is \$600,000.00. Funds for the acquisition will be provided from the EEL Program (Fund 3780; Account 53714) as authorized by public referendum.

Exhibits Attached: MAP of Site, Contract for Sale and Purchase

County Administrator's Office

Department

David J. Bauer

BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



SANDY CRAWFORD, Clerk to the Board, 700 Park Avenue, Titusville, Florida 32780
BERNADETTE S. TALBERT, Deputy Clerk (407) 264-5240

February 17, 1993

MEMORANDUM

TO: Lisa Barr, Natural Resources Director

RE: Purchase of Malabar Woods Scrub Property from The Nature Conservancy

The Board of County Commissioners, in regular session on February 16, 1993, authorized the Chairman to sign Agreement to purchase the Malabar Woods Scrub property (285 acres) from The Nature Conservancy. Enclosed are two fully-executed copies of the Agreement and a copy of the Agenda Report.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SANDY CRAWFORD, CLERK

Bernadette Talbert, Deputy Clerk

/em

Encls. (3)

cc: Environmental Services Administrator
Finance

TRUMAN SCARBOROUGH, JR.
District 1

KAREN S. ANDREAS
District 2

NANCY HIGGS
District 3

SUE SCHMITT-KIRWAN
District 4

SCOTT ELLIS
District 5

TOM N. JENKINS
County Administrator

LISA TRONER
Acting County Attorney

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 16th day of February, 1993, between THE NATURE CONSERVANCY, a nonprofit District of Columbia corporation, whose address is 2699 Lee Road, Suite 500, Winter Park, Florida 32789, as "Seller" and BREVARD COUNTY, a political subdivision of the State of Florida, with an address at 2725 St. Johns Street, Melbourne, FL 32940, as "Purchaser".

1. AGREEMENT TO SELL. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from the Seller all of Seller's right, title and interest in and to the real property located in Brevard County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances (the "Property"), in accordance with the provisions of this Agreement.
2. DEPOSIT. A deposit of \$100.00 ("Deposit") in the form of a County Check, will be forwarded to Seller upon its receipt from the Brevard County Comptroller.
3. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is ONE MILLION THREE HUNDRED NINETY EIGHT THOUSAND FORTY DOLLARS (\$1,398,040.00) plus Two Hundred Eighty and 35/100 Dollars (\$280.35) per day beginning on the day the Seller acquires fee title to the Property and ending on the day before the Seller conveys fee title to the Property to the Purchaser. Notwithstanding any provisions herein to the contrary, the final adjusted Total Purchase Price shall not exceed One Million Four Hundred Six Thousand Four Hundred Fifty and 50/100 Dollars (\$1,406,450.50). This Agreement is contingent upon approval of the Total Purchase Price by County and upon confirmation by County that the Total Purchase Price is not in excess of the average appraisal price of two appraisals of the Property as determined in accordance with Section 125.355(b), Florida Statutes.
- 4.A. ENVIRONMENTAL AUDIT. Purchaser, has heretofore conducted an environmental audit of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property and agrees to accept same in its "AS IS" condition. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials.
5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional land

surveyor licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Seller shall, at its sole cost and expense and at least 15 days prior to the closing, furnish to Purchaser a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, insuring marketable title of Purchaser to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes due and owing as of the closing date, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. Purchaser shall reimburse Seller for Seller's cost for the owner's title insurance policy required hereunder. Purchaser's reimbursement shall not exceed an amount which is equal to the minimum promulgated rate with applicable re-issue credit being given for prior owner's title insurance policies to the extent permitted by the Florida Insurance Commissioner's rules and regulations. This reimbursement shall occur at the closing and upon presentation of the necessary documentation evidencing payment in full for same.

7. DEFECTS IN TITLE. Seller shall, within 30 days after notice from Purchaser, remove those defects which make the title unmarketable except for those title exceptions set forth on Exhibit "B" attached hereto and any other title exceptions that are acceptable encumbrances in the opinion of Purchaser on the Property and which do not impair the marketability of the title to the Property (the "Permitted Exceptions"). Seller agrees to use diligent effort to correct the defects in title within the time provided therefor. If Seller is unsuccessful in removing the title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount to be mutually agreed upon by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to cure the defects in title, said extension not to exceed thirty (30) days from the date of notification by Purchaser to extend the time to cure unless otherwise agreed to by Seller in writing, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory special warranty deed in

accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for the Permitted Encumbrances and any other title exceptions that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property.

9. PREPARATION OF CLOSING DOCUMENTS. Seller shall, 15 days prior to the closing, provide Purchaser with copies of Seller's closing documents to be delivered at closing for Purchaser's review and approval as follows:

(a) Certificate of Good Standing from the Secretary of State of the State of Florida;

(b) Statutory special warranty deed;

(c) Affidavit to the satisfaction of Purchaser and Seller's title company with respect to (i) compliance with the Foreign Investment in Real Property Tax Act (Internal Revenue Code Sec. 1445, as amended, and the regulations promulgated thereunder), (ii) the elimination of any standard or printed exceptions in Purchaser's final policy of insurance for unfiled mechanics' liens, parties in possession and unrecorded easements or claims of easements; and (iii) Seller's authority to sell and convey the Property in accordance with this Agreement;

(d) Beneficial Interest and Disclosure Affidavit pursuant to Section 286.23, Florida Statutes.

(e) Closing Statements and instructions concerning the payment of the balance of the Purchase Price.

10. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 10 days after receipt of all of the required items. Seller will have 10 days thereafter to cure and resubmit any rejected item. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the closing for a period not to exceed 10 days.

11. EXPENSES. Purchaser will pay all costs associated with the conveyance, including taxes paid by Seller, cost of recording the deed required by paragraph 8. of this Agreement and any other recordable instruments to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be prorated between the parties to the date of closing and, unless then due and therefore paid at closing, shall be assumed by Purchaser. In connection with the tax proration, if actual ad valorem tax figures for the year of closing are not available on the closing date, proration of taxes shall be made using tax figures from the preceding year.

13. CLOSING PLACE AND DATE. The closing shall be on or before February 26, 1993; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 10 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing is to be mutually agreed to by the parties.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. In the event that between the date this Agreement is executed by Seller and the date of closing the condition of the Property, as it existed on the date this Agreement is executed by Seller, is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement, and no party shall have any further obligations under this Agreement. Clean up and removal of all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property prior to closing shall be done by Purchaser.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of the Deposit, each without waiving any action for damages, or any

other remedy permitted by law or in equity resulting from Seller's default. In the event Purchaser defaults under this Agreement, Seller may waive the default and proceed to closing, refuse to close, terminate this Agreement and retain the Deposit or seek specific performance from Purchaser each without waiving any action for damages, or any other remedy permitted in law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Seller shall indemnify and hold the Purchaser harmless from any and all such claims, whether disclosed or undisclosed. Purchaser warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Purchaser agrees to indemnify and hold Seller harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other non-assigning party.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. The terms and conditions of this Agreement shall apply to and bind Seller, its successors and assigns upon signing by Seller and shall be binding upon Purchaser, its successors and assigns upon signing by Purchaser. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to

exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

SELLER

WITNESSES AS TO SELLER

Maria Finelchiori
Print Name: MARIA F. MELCHIORI

Gloria M. McCarthy
Print Name: GLORIA M. MCCARTHY

THE NATURE CONSERVANCY, a
District of Columbia
nonprofit corporation

By: John R. Flicker
John R. Flicker,
Vice President

Date: 1/22/93

WITNESSES AS TO PURCHASER

PURCHASER

BREVARD COUNTY, a political subdivision of the State of Florida

By: ITS BOARD OF COUNTY COMMISSIONERS

Berni Talbert
Print Name: Berni Talbert

Elizabeth McElroy
Print Name: Elizabeth McElroy

By: Karen S. Andreas
Its Karen S. Andreas, Chairman

ATTEST: Sandy Crawford
Its Sandy Crawford, Clerk

Date: 2-16-93

STATE OF FLORIDA)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 16th day of February, 1993, by Karen S. Andreas, County Commissioner of BREVARD COUNTY, a political subdivision of the State of Florida, who is personally known to me or who has produced a driver's license as identification and who did/not take an oath.

(NOTARY PUBLIC)
SEAL

Bernadette S. Talbert
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____



BERNADETTE S. TALBERT
MY COMMISSION # CG 192753 EXPIRES
May 10, 1996
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 22nd day of February, 1993, by John R. Flicker, as Vice President of THE NATURE CONSERVANCY, a nonprofit District of Columbia corporation. He is personally known to me and did not take an oath.

(NOTARY PUBLIC)
SEAL



OFFICIAL SEAL
DOROTHY M. CROWELL
My Commission Expires
July 1, 1996
Comm. No. CC 211956

Dorothy M. Crowell
Notary Public

Dorothy M. Crowell
(Printed, Typed or Stamped Name
of Notary Public)

Commission No.: CC 211956

My Commission Expires: 7/1/96

COMMITMENT

Agent #
045*AP18734-15)

SCHEDULE A
CONTINUATION PAGE 1

Agent/Branch #
(0474*)

Commitment Number: 341560

A portion of Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Begin at the Northwest corner of the Northeast one-quarter of said Section 36; thence S89°52'10"E, 1339.73 feet along the North line of said Northeast one-quarter, said North line also being the South line of Port Malabar, Unit Two, and Port Malabar, Unit Four, as recorded in Plat Book 13, Page 55C and Plat Book 14, Page 22, of the Public Records of Brevard County, Florida; thence S00°23'32"W 662.63 feet; thence S89°52'48"E, 1337.09 feet to the East line of said Section 36; thence S00°37'11"W, 331.20 feet along said East line, thence N89°53'07"W, 1335.78 feet; thence S00°23'32"W, 662.63 feet; thence N89°53'44"W, 1333.15 feet; thence S00°09'53"W, 994.30 feet to the Northwest corner of the Southeast one-quarter of said Section 36; thence S89°54'41"E, 1993.81 feet; thence S00°24'28"W 662.70 feet; thence S89°52'38"E, 663.67 feet to the East line of said Southeast one-quarter; thence S00°29'19"W, 663.11 feet along said East line to the North line of the South one-half of said Southeast one-quarter; thence N89°50'34"W, 2650.92 feet to the West line of said Southeast one-quarter; thence S00°09'53"W, 971.99 feet to the North line of lands described in O.R. Book 249, Page 440, of the Public Records of Brevard County, Florida; thence N89°54'41"W, 220.00 feet along said North line to the West line of said lands; thence S00°09'53"W, 295.44 feet along said West line to the intersection with a curve concave to the North, having a radius of 1399.40 feet; thence Westerly 248.61 feet along said curve through a central angle of 10°10'44", to the point of tangency of said curve also being the Northerly right-of-way line of Malabar Road, as presently occupied; thence N89°46'33"W, 634.41 feet along said right-of-way line to the East line of lands described in O.R. Book 125, Page 234, of the Public Records of Brevard County, Florida; thence N00°07'12"E, 315.39 along said East line to the North line of said lands; thence N89°54'41"W, 220.00 feet along said North line to the West line of the East one-half of the Southwest one-quarter of said Section 36; thence N00°07'12"E, 2295.00 feet along said West line to the Southwest corner of the Southeast one-quarter of the Northwest one-quarter of said Section 36; thence N00°20'24"E, 2649.93 feet along the West line of the East one-half of the Northwest one-quarter of said Section 36, to the North line of said Northwest one-quarter; thence S89°58'43"E, 1315.67 feet along said North line to the Point of Beginning. Except land described in Deed Book 198, Page 397, of the Public Records of Brevard County, Florida.

SEE ATTACHED
SCHEDULE A
CONTINUATION PAGE 2

EJK

NOTE: This Commitment consists of Insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the Insert pages.

Original

() Home Office Copy

() Agent's Copy

() Plant Copy

EXHIBIT A

COMMITMENT

Plant #
2045*AP18734-15)

SCHEDULE A
CONTINUATION PAGE 2

Agent/Branch #
(0474*)

Commitment Number: 341560

AND TOGETHER WITH

The South 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 28 South, Range 37 East.

AND TOGETHER WITH

The North 1/2 of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 28 South, Range 37 East.

AND TOGETHER WITH

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the Northeast corner of the Southeast One-Quarter of the Northeast One-Quarter of the Southeast One-Quarter of said Section 36; thence North 89°52'38"W along the North line of the Southeast One-Quarter of the Northeast One-Quarter of the Southeast One-Quarter of said Section 36, 30.00 feet to the Point of Beginning. Thence South 00°29'19"W, 125.00 feet; thence North 89°52'38"W, 423.00 feet; thence North 00°29'19"E, 125.00 feet; thence South 89°52'38"E, 423.00 feet to the Point of Beginning.

LESS AND EXCEPT:

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the SW corner of said Section 36; thence S 89°46'33"E. along the S. line of said Section 36, a distance of 1,321.73 feet to the West line of the E1/2 of the SW1/4 of said Section 36; thence N. 00°7'12"E. along said West line 905.08 feet to the point of beginning thence continue N. 00°7'12'E. 454.93 feet; thence S 89°50'34"E. 990.87 feet; thence S. 00°12'30"W. 38.53 feet to the point of curvature of a circular curve concave to the West having a radius of 833.01 feet; thence Southerly and Southwesterly 436.16 feet along said curve through a central angle of 29°59'59" to the intersection with a non-tangent line (a radial line bears S. 59°47'31"E. to said intersection); thence N. 89°50'34"W. along said non-tangent line 878.56 feet to the point of beginning.

SEE ATTACHED
SCHEDULE A
CONTINUATION PAGE 3

EMK

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

Original

Home Office Copy

Agent's Copy

Plant Copy

COMMITMENT

Plant #
2045*AP18734-15)

SCHEDULE A
CONTINUATION PAGE 3

Agent/Branch #
(0474*)

Commitment Number: 341560

AND LESS AND EXCEPT

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:
Commence at the SW corner of said Section 36; thence S. 89°46'33"E. along the South line thereof 1,321.73 feet to the West line of the East 1/2 of the SW 1/4 of said Section 36; thence N. 00°07'12"E. along said West line 347.87 feet to the point of beginning; thence continue N. 00°07'12"E. 557.21 feet; thence S. 89°50'34"E. 878.56 feet to the intersection with a circular curve concave to the Northwest (a radial line bears S. 59°47'31"E. to said intersection) having a radius of 833.01 feet; thence Southwesterly 255.97 feet along said curve through a central angle of 17°36'23" to the point of reverse curve of a circular curve concave to the Southeast having a radius of 913.01 feet; thence Southwesterly and Southerly 758.60 feet along said curve, through a central angle of 47°36'20" to the intersection with a non-tangent line, said line being the North right of way line of Malabar Road; thence N 89°46'33" W along said North right of way line 200 feet; thence N. 00°07'12"E. 315.39 feet; thence N. 89°54'41"W. 220.00 feet to the point of beginning.

AND LESS AND EXCEPT

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:
Commence at the Southeast corner of the Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter of said Section 36; thence N 89°50'34" West along the South line of the Northeast one-quarter of said Southeast one-quarter of Section 36, 30.00 feet to the point of beginning. Thence continue N 89°50'34" West along said South line, 423.00 feet; thence N 00°29'19" East, 44.00 feet; thence S 89°50'34" East, 423.00 feet; thence S 00°29'19" West, 44.00 feet to the point of beginning.

EAK

SEE ATTACHED
SCHEDULE A
CONTINUATION PAGE 4

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2.
This Commitment is of no force and effect unless all schedules are included, along with any Rider pages
Incorporated by reference in the insert pages.

Original

Home Office Copy

Agent's Copy

Plant Copy

COMMITMENT

Plant #
2045*AP18734-15)

SCHEDULE A
CONTINUATION PAGE 4

Agent/Branch #
(0474*)

Commitment Number: 341560

AND LESS AND EXCEPT

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, more particularly described as follows:
Commence at the Southeast corner of the Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter of said Section 36; thence N 89°50'34" West along the South line of the Northeast one-quarter of said Southeast one-quarter of Section 36, 30.00 feet, thence N 00°29'19" East, 44.00 feet to Point of Beginning. Thence N 89°50'34" West, 60 feet, thence N 00°29'19" East, 494.09 feet, thence S 89°50'34" East, 60.00 feet, thence S 00°29'19" West, 494.09 feet to the Point of Beginning.

AND LESS AND EXCEPT

The East 30 feet of the South 538.09 feet of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 28 South, Range 37 East, Brevard County, Florida.

EAK

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

Original

() Home Office Copy

() Agent's Copy

() Plant Copy

Easement recorded in Official Records Book 2455, at Page 1050, of the Public Records of Brevard County, Florida.

Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system serving the lands described herein.

Easements set forth in those certain Quit Claim Deeds recorded June 7, 1985 in Official Records Book 2606, at Page 773 and recorded March 22, 1988 in Official Records Book 2890, at Page 454, both of the Public Records of Brevard County, Florida.

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE
OTHER

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

Before me, the undersigned authority, personally appeared John R. Flicker,
this 22nd day of January, 1993, who, first being duly sworn, deposes and says:

1) That Resolution Trust Corporation As Receiver for The First, F.A., whose address is 4200 W. Cypress St., Tampa, FL 33607 is the record owner of the Property. The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the Property.

(if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
The Nature Conservancy, as Purchaser pursuant to a Purchase and Sale Agreement dated November 5, 1992 between Resolution Trust Corporation As Receiver for The First, F.A. as Seller and The Nature Conservancy as Purchaser	2699 Lee Road, Suite 500 Winter Park, FL 32789	100%

The Nature Conservancy is a nonprofit District of Columbia corporation exempt from Federal taxation under Section 501(c)(3) of the Internal Revenue Code organized for the purpose of preserving and protecting natural diversity. None of the members of its Board of Governors, Trustees or officers will personally receive any monetary compensation from or hold a beneficial interest related to this transaction.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or who will receive real estate commissions, attorney's or consultant's fees or any other benefits incident to the sale of the property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Edward A. Kalish Levine & Geiger, P.A. for Attorneys' Title Insurance, Ltd.	1110 Brickell Ave.	Title	To be determined

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida:

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Resolution Trust Corporation, As Receiver for The First, F.A., 4200 W. Cypress St. Tampa, Fl 33607	11/5/92	Purchase and Sale Agreement, The Nature Conservancy, Buyer	\$1,364,400.

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

John R. Flicker

 JOHN R. FLICKER

SWORN TO and subscribed before me this 23rd day of January, 1993, by John R. Flicker, who is personally known to me or who has produced a driver's license as identification and who did take an oath:



OFFICIAL SEAL
 DOROTHY M. CROWELL
 My Commission Expires
 July 1, 1996
 Comm. No. CC 211956

Dorothy M. Crowell

 Notary Public

Dorothy M. Crowell

 (Printed, Typed or Stamped Name of Notary)

Commission No.: CC 211956

My Commission Expires: 7/1/96

DIVISION OF STATE LANDS
 APPROVED AS TO FORM AND LEGALITY

By: _____

Date: _____

BENEINTO.GH
 DNR 61-34(16) Revised 07/13/92

ADDENDUM

This ADDENDUM is attached to and made a part of the Contract for Sale and Purchase between HOMER R. DENIUS, TRUSTEE (SELLER) and BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA (COUNTY) for the sale and purchase of the following property:

See Exhibit "A" attached hereto and incorporated herein.

SPECIAL CLAUSES:

A. Investigation and Inspection of Property: COUNTY, its architects, engineers and other agents shall have a period of 45 days (hereinafter referred to as the "Inspection Period") from the Date of this Contract in which to undertake such physical inspections and investigations of and concerning the Property as may be necessary to evaluate the physical characteristics of the Property (including, but not limited to access, contour, sub soil analysis and drainage characteristics, jurisdictional wetlands and utility availability) and its compliance with all applicable building, environmental and other codes, ordinances, statutes, rules and regulations affecting the same and such other matters as shall be deemed by COUNTY to be reasonably necessary in order for COUNTY to evaluate the Property and determine the feasibility of COUNTY'S purchase and intended use and development of the same, including testing for toxic waste, zoning suitability and comprehensive plan compliance. For those purposes SELLER hereby grants to COUNTY, its agents, employees and assigns full right of entry upon the Property or any part thereof during the Inspection Period for the purpose of undertaking such physical inspection investigations. COUNTY agrees to indemnify and hold SELLER harmless from any claims, damages, losses or liabilities whatsoever, including reasonable attorney fees, trial or appellate level, and court costs, made against or incurred by SELLER in connection with physical damages resulting from inspections and tests performed by or on behalf of COUNTY.

In the event that the results of the inspections, investigations, surveys, reviews or studies are, in COUNTY'S sole opinion and with COUNTY'S discretion, unacceptable to COUNTY for any reason whatsoever, COUNTY shall have the right to terminate this Contract by notifying SELLER in writing by certified mail, return receipt requested, of its election to do so prior to, or within three (3) days after, the expiration of the Inspection Period, whereupon the Earnest Money Deposit lodged by COUNTY with Escrow Agent hereunder shall be returned to COUNTY; and upon the occurrence of such events as so requested, this Contract shall forthwith and thereupon be terminated and become

null and void and all parties hereto shall be relieved and absolved of and from any further liability or obligation whatsoever to each other hereunder. The failure of the COUNTY to notify SELLER of the unacceptability of any such inspections, investigations, reviews or feasibility studies as aforesaid shall constitute a waiver of COUNTY'S right to terminate this Contract on account thereof.

B. SELLER is not aware of, nor has SELLER nor any of its subsidiaries or agents received notice of, any past, present, or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with applicable laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste. Seller warrants that they have no knowledge of civil criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against SELLER or its agents relating in any way to a violation of laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved for environmental regulation or protection or pursuant to environmental laws. This paragraph shall survive closing.

C. For the additional consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, SELLER hereby agrees to indemnify, reimburse, defend and hold harmless COUNTY for, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, expenses, fees and disbursements asserted against, imposed on or incurred by COUNTY, directly or indirectly, and/or its officers, directors and/or employees, pursuant to or in conjunction with the application of any Environmental Law (as defined herein) specifically including acts or omissions with respect to the on-site and/or off-site disposal of wastes and wastewaters, or threatened damage to the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) at any on-site or off-site location, occurring at any time, and alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any pollutant, contaminant, waste generated or produced in conjunction with the

activities of the Seller and/or by its employees, agents or contractors, irrespective of whether SELLER knew of the acts or omissions allegedly causing the damage to the environment.

For the purposes of this Contract, Environmental Law shall mean any federal, state, local or foreign statutory or common laws relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened release of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or wastes. The provisions of Section C shall survive closing.

D. SELLER shall comply with §196.295, Fla. Stat.

E. SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat. (1991).

SIGNED AND WITNESSED this 8th day of February 1994.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Sandy Crawford
Sandy Crawford, Clerk

By: Truman G. Scarborough, Jr.
Truman G. Scarborough, Jr., Chairman

As approved by the Board on February 8, 1994

SIGNED AND WITNESSED this 25TH day of JANUARY, 1994.

WITNESSES:

C. RALPH ECKHART Homer R. Denius
C. RALPH ECKHART Homer R. Denius, Trustee
Chia D. Tracy

Witness name typed, stamped, printed



LEILA D BRAY
My Commission CC265973
Expires Mar. 14, 1997
Huckleberry Associates Inc
800-422-1555

Exhibit "A"
Legal Description of Property

PARCEL 1:

THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM ALL THAT PORTION LYING SOUTH OF HIGHWAY 514 (MALABAR ROAD) AND MALABAR ROAD RIGHT-OF-WAY. *HRD*

PARCEL 2:

THE NORTH 330 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; LESS AND EXCEPT THEREFROM ALL PUBLIC WAYS SHOWN ON THE PLAT OF INDIAN RIVER FRUIT AND TRUCK FARMS, RECORDED IN PLAT BOOK 2, AT PAGE 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 3:

NORTHEAST *HRD*

BEGINNING AT THE CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN SOUTH $0^{\circ}53'02''$ WEST, 123.29 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 514, SAID RIGHT-OF-WAY BEING 66 FEET WIDE; THENCE RUN SOUTH $68^{\circ}14'02''$ WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1,432.86 FEET TO THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 36; THENCE RUN NORTH $0^{\circ}48'59''$ EAST, 667.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 36; THENCE RUN SOUTH $89^{\circ}26'38''$ EAST, 1,323.17 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 299, AT PAGE 287, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; AND ALSO EXCEPTING THEREFROM ROAD RIGHTS-OF-WAY SHOWN ON THE PLAT OF INDIAN RIVER FRUIT AND TRUCK FARMS, RECORDED IN PLAT BOOK 2, AT PAGE 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXHIBIT B

1. Right-of-Way Agreement, recorded in Deed Book 166, Page 21, of the Public Records of Brevard County, Florida.
2. Road access recorded in Official Records Book 1375, Page 546, of the Public Records of Brevard County, Florida.
3. Easement recorded in Official Records Book 1247, Page 60, of the Public Records of Brevard County, Florida.
4. Lease recorded in Deed Book 299, Page 348, subsequently assigned in Deed Book 299, Page 346, of the Public Records of Brevard County, Florida.

PARTIES: Denius (seller) and as trustee under provision of trust agreement dated 9-29-76, as amended 9-4-87, with Grace E. Denius (Seller) of 525 Young Street, Melbourne, Florida, 32936 (Phone _____), and Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida, ("Buyer"), of 2725 St. Johns Street, Melbourne, Florida, 32940 (Phone 407/633-2090),

hereby agree that the Seller shall sell and Buyer shall buy the following real property ("Real Property") and personal property ("Personalty") (collectively "Property") upon the following terms and conditions which INCLUDE the Standards for Real Estate Transactions printed on the reverse or attached ("Standard(s)") and any addendum to this instrument.

I. DESCRIPTION: (a) Legal description of Real Property located in Brevard County, Florida: See Exhibit "A" incorporated herein

(b) Street address, city, zip, of the Property is: Marie Street, Malabar, Brevard County, Florida
(c) Personalty: N/A

II. PURCHASE PRICE: \$ 600,000.00

PAYMENT: N/A \$ 0.00
(a) Deposit(s) to be held in escrow by N/A in the amount of \$ _____
(b) Subject to AND assumption of mortgage in good standing in favor of N/A having an approximate present principal balance of \$ 0.00
(c) Purchase money mortgage and mortgage note bearing annual interest at N/A % on terms set forth herein, in amount of \$ 0.00
(d) Other: N/A \$ 0.00
(e) Balance to close (U.S. Cash, Local Bank Draft, or Cashier's Check) subject to adjustments and prorations \$ 600,000.00

III. TIME FOR ACCEPTANCE; EFFECTIVE DATE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 5-17-93, the deposit(s) will, at Buyer's option, be returned to Buyer and the offer withdrawn. The date of this Contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.

IV. FINANCING: (a) If the purchase price or any part of it is to be financed by a third party loan, this Contract for Sale and Purchase ("Contract") is conditioned on the Buyer obtaining a written commitment for the loan within N/A days from Effective Date, at an initial interest rate not to exceed N/A %; term of N/A years; and in the principal amount of \$ N/A. Buyer will make application within N/A days from Effective Date, and use reasonable diligence to obtain the loan commitment and, thereafter, to meet the terms and conditions of the commitment and to close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain the loan commitment and, promptly notifies Seller in writing, or after diligent effort fails to meet the terms and conditions of the commitment or to waive Buyer's rights under this subparagraph within the time stated for obtaining the commitment, then either party may cancel the Contract and Buyer shall be refunded the deposit(s).
(b) The existing mortgage described in Paragraph II(b) above has (CHECK (1) OR (2)): (1) a variable interest rate OR (2) a fixed interest rate of N/A % per annum.

At time of title transfer some fixed interest rates are subject to increase. If increased, the rate shall not exceed N/A % per annum. Seller shall, within N/A days from Effective Date, furnish a statement from all mortgagees stating principal balances, method of payment, interest rate and status of mortgages. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain all required applications and will diligently complete and return them to the mortgagee. Any mortgagee charge(s) not to exceed \$ N/A shall be paid by N/A (if not filled in, equally divided). If the Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of the Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by prompt written notice to the other party unless either elects to pay the increase in interest rate or excess mortgagee charges.

V. TITLE EVIDENCE: At least 15 days before closing date, Seller shall, at Seller's expense deliver to Buyer or Buyer's attorney, in accordance with Standard A, (Check (1) or (2)): (1) abstract of title OR (2) title insurance commitment. At Buyer's expense.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on 6-1-93, unless extended by other provisions of Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise specified herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any; other: _____

provided, that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for governmental and recreational purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller, but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupants disclosed pursuant to Standard F. Seller agrees to deliver occupancy of Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in their existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

X. INSULATION RIDER: If Contract is utilized for the sale of a new residence, the Insulation Rider or equivalent may be attached.

XI. COASTAL CONSTRUCTION CONTROL LINE ("CCCL") RIDER: If Contract is utilized for the sale of Property affected by the CCCL, Chapter 161, F.S., (1987), as amended, shall apply and the CCCL Rider or equivalent may be attached to this Contract.

XII. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") RIDER: The parties shall comply with the provisions of FIRPTA and applicable regulations which could require Seller to provide additional cash at closing to meet withholding requirements, and the FIRPTA Rider or equivalent may be attached to this Contract.

XIII. ASSIGNABILITY: (CHECK (1) or (2)): Buyer (1) may assign OR (2) may not assign Contract.

XIV. SPECIAL CLAUSES: (CHECK (1) or (2)): Addendum (1) is attached OR (2) is not applicable.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.
IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Board of County Commissioners of Brevard County, Florida COPYRIGHT 1988 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS, INC. 4-30-93

(Buyer) Date _____
Karen Andreas, Chairman
Social Security or Tax I.D. # _____

(Seller) Date _____
Homer R. Denius, Trustee (or successor trustee)
Social Security or Tax I.D. # 269-29-6173

(Buyer) Date _____
Social Security or Tax I.D. # _____

(Seller) Date _____
Social Security or Tax I.D. # _____

CONTRACT FOR SALE AND PURCHASE
FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

PARTIES: Homer R. Denius, Trustee
of 525 Young Street, Melbourne, FL 32936 (Phone _____)
and Board of County Commissioners, Brevard County, Florida, a political subdivision of the State
of of Florida, 2725 St. Johns Street, Melbourne, Florida 32940 (Phone (407)633-2029)
hereby agree that the Seller shall sell and Buyer shall buy the following real property ("Real Property") and personal property ("Personally") (collectively "Property") upon the following terms and conditions, which INCLUDE the Standards for Real Estate Transactions ("Standard(s)") printed on the reverse or attached and any Riders and Addenda to this instrument

I. DESCRIPTION:
(a) Legal description of Real Property located in Brevard County, Florida: See Exhibit "A" incorporated herein

(b) Street address, city, zip, of the Property is: Malabar Road, Malabar, Florida
(c) Personally: N/A

II. PURCHASE PRICE \$ \$510,000.00

PAYMENT:
(a) Deposit(s) to be held in escrow by N/A in the amount of \$ _____
(b) Additional escrow deposit within N/A days after Effective Date in the amount of \$ _____
(c) Subject to AND assumption of mortgage in good standing in favor of N/A having an approximate present principal balance of \$ _____
(d) Purchase money mortgage and note bearing annual interest at N/A % (see Addendum) in amount of \$ _____
(e) Other: N/A \$ _____
(f) Balance to close (~~US GOVERNMENT GUARANTEED DEPOSIT CERTIFICATE~~) County warrant subject to adjustments and proration \$ _____

III. TIME FOR ACCEPTANCE, EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before Feb. 9, 1994, the deposit(s) will, at Buyer's option, be returned to Buyer and this offer withdrawn. A facsimile copy of this Contract for Sale and Purchase ("Contract") and any signatures hereon shall be considered for all purposes as originals. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer.

IV. FINANCING:
(a) If the purchase price or any part of it is to be financed by a third-party loan, this Contract is conditioned on the Buyer obtaining a written commitment for (CHECK (1) or (2) or (3)): (1) a fixed, (2) an adjustable or (3) a fixed or adjustable rate loan within N/A days after Effective Date at an initial interest rate not to exceed N/A % term of N/A years and for the principal amount of \$ N/A. Buyer will make application within N/A days after Effective Date and use reasonable diligence to obtain the loan commitment and, thereafter, to meet the terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain the commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining the commitment or after diligent effort fails to meet the terms and conditions of the commitment, then either party thereafter by prompt written notice to the other may cancel the Contract and Buyer shall be refunded the deposit(s).
(b) The existing mortgage described in Paragraph II(c) above has (CHECK (1) or (2)): (1) a variable interest rate or (2) a fixed interest rate of N/A % per annum. At time of title transfer some fixed interest rates are subject to increase. If increased, the rate shall not exceed N/A % per annum. Seller shall, within N/A days after Effective Date, furnish statements from all mortgagees stating principal balances, method of payment, interest rate and status of mortgages. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain all required applications and will diligently complete and return them to the mortgagee. Any mortgagee charge(s) not to exceed \$ n/a shall be paid by N/A (if not filled in, equally divided). If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of the Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by prompt written notice to the other party unless either party agrees to pay the increase in interest rate or excess mortgagee charges.

V. TITLE EVIDENCE: At least 15 days before closing date, Buyer shall, at Buyer's expense, deliver to Buyer or Buyer's attorney, in accordance with Standard A. (CHECK (1) or (2)): (1) abstract of title or (2) title insurance commitment and, after closing, owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on or before March 1, 1994 unless extended by other provisions of Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any; other subject to the matters appearing in Exhibit B attached and made a part hereof provided that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for governmental and conservation purposes.

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but, if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein and the tenant(s) or occupants disclosed pursuant to Standard F. Seller agrees to deliver occupancy of Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

X. RIDERS: (CHECK if any of the following Riders are applicable and are attached to this Contract):
(a) COASTAL CONSTRUCTION CONTROL LINE RIDER (c) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT RIDER (e) FHA/VA RIDER
(b) CONDOMINIUM RIDER (d) INSULATION RIDER (f) OTHER: _____

XI. ASSIGNABILITY: (CHECK (1) or (2)): Buyer (1) may assign or (2) may not assign this Contract.

XII. SPECIAL CLAUSES: (CHECK (1) or (2)): Addendum (1) is attached or (2) there is no Addendum.

XIII. TIME IS OF THE ESSENCE OF THIS CONTRACT.

XIV. DISCLOSURES: Buyer acknowledges or does not acknowledge receipt of the agency/radon/compensation and estimated closing costs disclosures

BUYER'S INITIALS

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
COPYRIGHT 1991 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

Post-It™ brand fax transmittal memo 7871		# of pages
To	Ralph Cochran	From
Co.		Co.
Dept.		Phone #
Fax #	(407) 952-7213	Fax #

This Instrument prepared by and Returned to:
 THOMAS S. RECICAR, ESQ.
 RECICAR & STARK, P.A.
 986 DOUGLAS AVENUE, STZ. 100
 ALTAMONTE SPRINGS, FL 32714


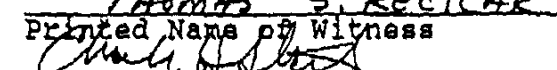
POWER OF ATTORNEY

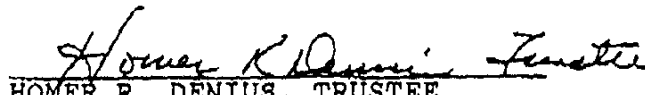
KNOW ALL MEN BY THESE PRESENTS, that the undersigned HOMER R. DENIUS, TRUSTEE UNDER PROVISIONS OF THE TRUST AGREEMENT DATED DECEMBER 29, 1976, AS AMENDED SEPTEMBER 4, 1987, WITH HOMER R. DENIUS (SETTLOR) AND AS TRUSTEE UNDER PROVISIONS OF THE TRUST AGREEMENT DATED DECEMBER 29, 1976, AS AMENDED SEPTEMBER 4, 1987 WITH GRACE E. DENIUS (SETTLOR), whose address is P.O. Box 360955, Melbourne, Florida 32936-0955, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint C. RALPH COCHRAN, whose address is 2072 Meadowlane Avenue, Melbourne, Florida 32904, as his lawful attorney-in-fact for him and in his name place and stead, giving and granting to C. RALPH COCHRAN, said attorney-in-fact, full power and authority to do and perform all and every thing whatsoever requisite and necessary to be done in and about the premises and fully, to all intents and purposes, as the undersigned might do or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that his said attorney-in-fact shall lawfully do or cause to be done by virtue hereof relating to the consummation and sale of certain real properties owned by the Trusts identified above, which are located in Brevard County, Florida in Section 36, Township 28 South, Range 37 East, North of Malabar Road (State Road 514), to the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

The authority granted under this Power of Attorney includes without limitation the authority to execute the Contract for Sale and Purchase of the properties referenced herein, as well as the authority to execute all deeds, affidavits and other instruments necessary in order to complete the closing of the sale of the above-referenced properties. A more specific, detailed legal description of the properties subject to this Power of Attorney is attached hereto as Exhibit "A" and made a part hereof.

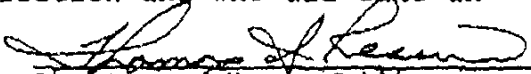
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of January, 1994.

Signed, Sealed and Delivered in our Presence:


 THOMAS S. RECICAR
 Printed Name of Witness



 HOMER R. DENIUS, TRUSTEE
 UNDER PROVISIONS OF THE TRUST
 AGREEMENT DATED

PROVISIONS OF THE TRUST AGREEMENT DATED DECEMBER 29, 1976, AS AMENDED SEPTEMBER 4, 1987, WITH HOMER R. DENIUS (SETTLOR) AND AS TRUSTEE UNDER PROVISIONS OF THE TRUST AGREEMENT DATED DECEMBER 29, 1976, AS AMENDED SEPTEMBER 4, 1987 WITH GRACE E. DENIUS (SETTLOR), who is personally known to me or who has produced a valid driver's license as identification and who did take an oath.



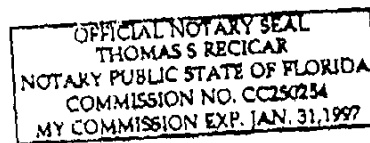
Signature of Notary Public
THOMAS S. RECICAR

Printed Name of Notary Public
NOTARY

Title or Rank
CC 250254

Serial Number (If Any)

c:\wp51\lca\denius\power.txt



Meeting Date:
16 Feb. 1993



AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA	
Section	Consent
Item No	II.C.2.

SUBJECT: Environmentally Endangered Lands Program
RE: Contract with The Nature Conservancy for Malabar Woods - RTC Property
DEPT./OFFICE: Natural Resources Management Division

Requested Action:

Staff requests authorization by the Board of County Commissioners to request the Chairman to sign a Contract to purchase the Malabar Woods Scrub property (285 acres) from The Nature Conservancy.

Summary Explanation & Background:

1. TNC will purchase the property from the RTC for the negotiated price of \$1,364,400.00. Brevard County will purchase the property from TNC for \$1,398,040.00 plus any additional costs associated with the Seller's (TNC) expenses that might be incurred between this Contract and closing. The price difference reflects any direct expenses, overhead and/or finance costs incurred by TNC as stated in the Acquisition Agreement with TNC executed by the Board of County Commissioners in Regular Session on December 1, 1992. The Contract for Sale and Purchase specifies that the final adjusted purchase price shall not exceed \$1,406,450.50.

2. The property is an environmentally significant scrub community with several families of the Florida Scrub Jay ("threatened", USFWS), Gopher Tortoises, and a variety of listed scrub plant species. The site will be Brevard's first Scrub Jay Sanctuary purchased through the EEL Program.

3. The property is held by the Resolution Trust Corporation (RTC) as a result of the failure of the First F. A. Bank. The property is included in a bulk RTC acquisition effort by The Nature Conservancy (TNC). TNC has negotiated this purchase in behalf of Brevard County and has been working closely with County staff.

4. The purchase is a considerable bargain sale. The maximum adjusted price possible is less than 50% of the average appraisal value of the property.

5. The acquisition has been unanimously supported by the EEL Selection Committee and is viewed favorably by the Town Council of the Town of Malabar.

The EEL Selection Committee has supported the acquisition and partnership with the Nature Conservancy unanimously. The acquisition would not have been possible without the real estate and legal assistance of TNC staff.

FISCAL IMPACT: Land costs + expense/overhead reimbursement to The Nature Conservancy. Land cost is \$1,398,040. Maximum additional costs will not exceed \$8,410.50 as specified by the Contract. Funds for the acquisition will be provided from the EEL Program (Fund 3780; Account 53714), as authorized by public referendum.

From:

TOM N. JENKINS, COUNTY ADMINISTRATOR

Stephen Taylor for Lisa Barr

Exhibits Attached:

MAP of Site, Acquisition Agreement, Contract for Sale and Purchase

Board Action:

CLERK TO BOARD

ADDENDUM

This ADDENDUM is attached to and made a part of the Contract for Sale and Purchase between HOMER R. DENIUS, TRUSTEE and BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA (COUNTY) for the sale and purchase of the following property:

See Exhibit "A" attached hereto and incorporated herein.

SPECIAL CLAUSES:

A. Investigation and Inspection of Property: COUNTY, its architects, engineers and other agents shall have a period of 30 days (hereinafter referred to as the "Inspection Period") from the Date of this Contract in which to undertake such physical inspections and investigations of and concerning the Property as may be necessary to evaluate the physical characteristics of the Property (including, but not limited to access, contour, sub soil analysis and drainage characteristics, jurisdictional wetlands and utility availability) and its compliance with all applicable building, environmental and other codes, ordinances, statutes, rules and regulations affecting the same and such other matters as shall be deemed by COUNTY to be reasonably necessary in order for COUNTY to evaluate the Property and determine the feasibility of COUNTY'S purchase and intended use and development of the same, including testing for toxic waste, zoning suitability and comprehensive plan compliance. For those purposes SELLER hereby grants to COUNTY, its agents, employees and assigns full right of entry upon the Property or any part thereof during the Inspection Period for the purpose of undertaking such physical inspection investigations. COUNTY agrees to indemnify and hold SELLER harmless from any claims, damages, losses or liabilities whatsoever, including reasonable attorney fees, trial or appellate level, and court costs, made against or incurred by SELLER in connection with physical damages resulting from inspections and tests performed by or on behalf of COUNTY.

In the event that the results of the inspections, investigations, surveys, reviews or studies are, in COUNTY'S sole opinion and with COUNTY'S discretion, unacceptable to COUNTY for any reason whatsoever, COUNTY shall have the right to terminate this Contract by notifying SELLER in writing by certified mail, return receipt requested, of its election to do so prior to, or within three (3) days after, the expiration of the Inspection Period, whereupon the Earnest Money



Meeting Date
2/8/94

AGENDA
Consent

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

VI . e . 3 .

SUBJECT: Contract to purchase land
RE: Malabar Woods - Denius Tract (30.86 acres)
DEPT./OFFICE: Natural Resources Management Division - EEL Program

Requested Action:

Staff requests that the Board of County Commissioners sign a Contract to purchase the Malabar Woods Scrub - Denius property (30.86 acres).

Summary Explanation & Background:

1. The subject property is a 30.86 acre parcel owned by Homer Denius Sr. The parcel is contiguous with the Malabar Scrub RTC (285 acres) and Denius (60 acres) tracts previously purchased by the EEL Program. The subject property is located on the southern portion of the project boundary along the north side of Malabar Road.

2. The property is an environmentally significant scrubby flatwood and wetland community which complements the ecological integrity of the scrub habitat previously purchased at the site by the EEL Program. The property provides opportunities for enhanced management of listed species and endangered natural communities. The property extends the environmental education and passive recreation potential of the site to include the association of diverse natural communities found along the Atlantic Coastal Ridge. The property was rated highly by the EEL Selection Committee and is considered vital to maintaining the long-term viability of the natural communities and species at the Malabar Scrub Sanctuary.

3. The acquisition has been unanimously supported by the EEL Selection Committee and is viewed favorably by the Town Council of the Town of Malabar.

FISCAL IMPACT: The purchase price is \$510,000.00. Funds for the acquisition will be provided from the EEL Program (Fund 3780; Account 53714 or Fund 3770; Account 57122) as authorized by public referendum.

Exhibits Attached:

MAP of Site, Contract for Sale and Purchase

County Administrator's Office

Department

Deposit lodged by COUNTY with Escrow Agent hereunder shall be returned to COUNTY; and upon the occurrence of such events as so requested, this Contract shall forthwith and thereupon be terminated and become null and void and all parties hereto shall be relieved and absolved of and from any further liability or obligation whatsoever to each other hereunder. The failure of the COUNTY to notify SELLER of the unacceptability of any such inspections, investigations, reviews or feasibility studies as aforesaid shall constitute a waiver of COUNTY'S right to terminate this Contract on account thereof.

B. SELLER is not aware of, nor has SELLER nor any of its subsidiaries or agents received notice of, any past, present, or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with applicable laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste. Seller warrants that they have no knowledge of civil criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against SELLER or its agents relating in any way to a violation of laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved for environmental regulation or protection or pursuant to environmental laws. This paragraph shall survive closing.

C. For the additional consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, SELLER hereby agrees to indemnify, reimburse, defend and hold harmless COUNTY for, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, expenses, fees and disbursements asserted against, imposed on or incurred by COUNTY, directly or indirectly, and/or its officers, directors and/or employees, pursuant to or in conjunction with the application of any Environmental Law (as defined herein) specifically including acts or omissions with respect to the on-site and/or off-site disposal of wastes and wastewaters, or threatened damage to the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) at any on-site or off-site location, occurring at any time,

and alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any pollutant, contaminant, waste generated or produced in conjunction with the activities of the Seller and/or by its employees, agents or contractors, irrespective of whether SELLER knew of the acts or omissions allegedly causing the damage to the environment.

For the purposes of this Contract, Environmental Law shall mean any federal, state, local or foreign statutory or common laws relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened release of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or wastes. The provisions of Section C shall survive closing.

D. SELLER shall comply with §196.295, Fla. Stat.

E. SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat. (1991).

SIGNED AND WITNESSED this ____ day of ____, 1993.

WITNESSES:

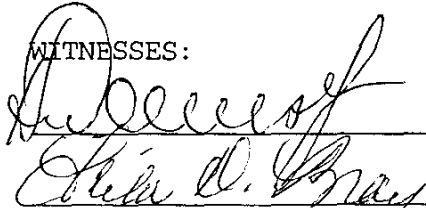
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Sandy Crawford, Clerk

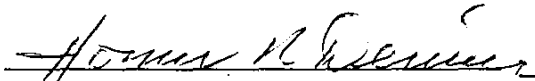
By: _____
Karen S. Andreas, Chairman

SIGNED AND WITNESSED this 20th day of April, 1993.

WITNESSES:



Leila D. Bray



Homer R. Denius, Trustee

Witness name typed, stamped, printed
HOMER R. DENIUS, TR.
LEILA D. BRAY

Exhibit "A"

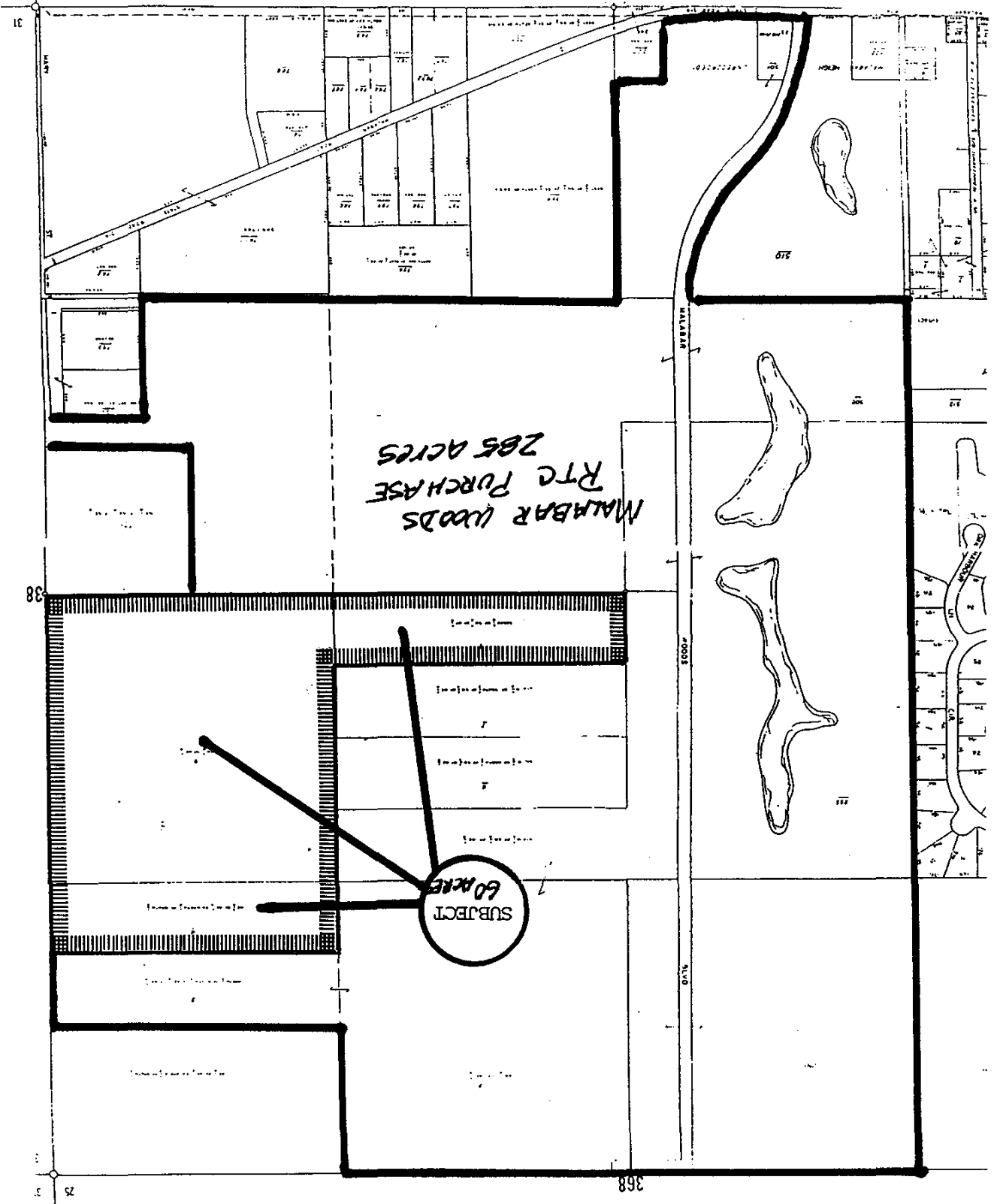
The following property in Brevard County, Florida:

The South 1/2 of the South 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 36, Township 28, Range 37, Brevard County, Florida.

and

A parcel of land lying in Section 36, Township 28 South, Range 37 East, Brevard County, Florida, being more particularly described as follows: Beginning at the East one-quarter corner of Section 36; thence N 89°54'41" W along the North line of the Northeast one-quarter of the Southeast one-quarter of Section 36 a distance of 1329.21 feet to the West line of the East one-half of the Northeast one-quarter of Section 36; thence N 00°23'32" E along said West line, 1656.57 feet to the North line of the South one-half of the South one-half of the Northeast one-quarter of the Northeast one-quarter of Section 36; thence S 89°53'07" E along said North line, 1335.78 feet to the East line of Section 36; thence S 00°37'11" W along said East line, 1656.01 feet to the point of beginning.

Together with all rights of access evidenced by the instrument recorded in ORB 2606, page 773 of the public records of Brevard County, Florida.



CONTRACT FOR SALE AND PURCHASE
FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

PARTIES: Tommy R. Smiley, Trustee JUN 07 1994
of Brevard County a political subdivision of the State of Florida

2725 St. Johns St., Melbourne, FL 32940
Buyer agrees that the Seller shall sell and Buyer shall buy the following real property (Real Property) and personal property (Personal Property) jointly and severally upon the following terms and conditions...

DESCRIPTION:
(a) Legal description of Real Property located in Brevard County, Florida
(b) Street address, city, etc. of the Property is: Maria Street, Malabar, Florida
(c) Personality: Vacant Land

II. PURCHASE PRICE: \$ 105,000.00
PAYMENT:
(a) Deposit(s) to be held in escrow by D/A in the amount of \$
(b) Additional escrow deposit within 10 days after Effective Date in the amount of \$
(c) Subject to AND assumption of mortgage in good standing in favor of D/A
(d) Purchase money mortgage and note bearing annual interest at D/A % (see Addendum) in amount of \$
(e) Other: N/A
(f) Balance to close (U.S. cash, LOCALLY DRAWN certified or cashier's check), subject to adjustments and prorations: \$ 105,000.00

III. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE: If this offer is not accepted by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before June 7, 1994, the deposit(s) will, at Buyer's option, be returned to Buyer and this offer withdrawn.

IV. FINANCING:
(a) If the purchase price or any part of it is to be financed by a third-party loan, the Contract is conditioned on the Buyer obtaining a written commitment for (CHECK (1) or (2) or (3)): (1) a fixed, (2) an adjustable or (3) a fixed or adjustable rate loan with 30 days after Effective Date at an initial interest rate not to exceed 8.25 % term of 30 years and for the principal amount of \$ 105,000. Buyer will make application within 30 days after Effective Date and use reasonable diligence to obtain the loan commitment and, thereafter, to meet the terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain the commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining the commitment or after diligent effort fails to meet the terms and conditions of the commitment, then either party hereto may by prompt written notice to the other may cancel the Contract and Buyer shall be refunded the deposit(s).
(b) The existing mortgage described in Paragraph III(c) above has (CHECK (1) or (2) or (3)): (1) a variable interest rate or (2) a fixed interest rate of 7.75 % per annum. As time of title transfer some fixed interest rates are subject to increase. If increased, the rate shall not exceed 11.25 % per annum. Seller shall, within 30 days after Effective Date, furnish statements from all mortgages showing principal balances, method of payment, interest rate and status of mortgages. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain all required applications and will diligently complete and return them to the mortgagee. Any mortgage charge(s) not to exceed \$ 500 shall be paid by Buyer (if not filed in equity divided). If Buyer is not approved by mortgagee or the requirements for assumption are not accomplished within the time of the Contract of mortgagee makes a change in excess of the stated amount, Seller or Buyer may rescind the Contract by prompt written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least 15 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, in accordance with Standard A (CHECK (1) or (2)): (1) abstract of title or (2) title insurance commitment and, after closing, owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on AUG 30, 1994, unless extended by other provisions of Contract.
VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise known to the subsequent public utility assessments of record (assessments are to be located contiguous to Real Property here and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); liens for year of closing and subsequent year; secured mortgages and purchase money mortgages, if any; other:

that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for GOVERNMENT CONSERVATION purposes.

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller, but if Property is intended to be rented or occupied beyond closing, the text and terms thereof shall be stated herein and the tenant(s) or occupants disclosed pursuant to Standard F. Seller agrees to deliver occupancy of Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for recoveries from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control at printed provisions of Contract in conflict with them.

X. RIDERS: (CHECK if any of the following Riders are applicable and are attached to this Contract)
(a) COASTAL CONSTRUCTION CONTROL LINE RIDER (b) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT RIDER (c) FMA/VA RIDER
(d) CONDOMINIUM RIDER (e) INSULATION RIDER (f) OTHER:

XI. ASSIGNABILITY: (CHECK (1) or (2)): Buyer (1) may assign or (2) may not assign this Contract.
XII. SPECIAL CLAUSES: (CHECK (1) or (2)): Addendum (1) is attached or (2) there is no Addendum.

XIII. THIS IS OF THE ESSENCE OF THIS CONTRACT. BUYER'S INITIALS
XIV. DISCLOSURE: Buyer acknowledges or does not acknowledge receipt of the agency/loan/commission and estimated closing costs disclosures...

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.

6-7-94 Date Tommy R. Smiley 3/11/94 Date
Chairman of the Board on 6-7-94 Social Security or Tax ID # 45-541654
Head of County Commissioners as approved by the Board on 6-7-94 Date
Sandy Crawford Clerk Social Security or Tax ID #

Deposit under Paragraph VIII is received. IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. (Escrow Agent)
BROKER'S FEE: (CHECK AND COMPLETE THE ONE APPLICABLE) By:

IF A LISTING AGREEMENT IS CURRENTLY IN EFFECT
Seller agrees to pay the Broker named below, including cooperating sub-agents named, according to the terms of an existing, separate listing agreement:
OR
IF NO LISTING AGREEMENT IS CURRENTLY IN EFFECT.

Seller agrees to pay the Broker named below, in form of closing, from the disbursements of the proceeds of the sale, compensation in the amount of (COMPLETE ONLY ONE)
% of gross purchase price or \$ for Broker's services in effecting the sale by listing the Buyer ready, willing and able to purchase pursuant to the foregoing Contract.
If Buyer fails to perform and deposit(s) is retained, 50% thereof, but not exceeding the Broker's fee above provided, shall be paid Broker as full consideration for Broker's services, including costs expended by Broker, and the balance shall be paid to Seller. If the transaction shall not close because of refusal or failure of Seller to perform, Seller shall pay the full fee to Broker on demand, in any litigation arising out of the Contract concerning the Broker's fee, the prevailing party shall recover reasonable attorney's fees and costs.

With Name of Listing Broker) (Print Name of Listing Broker) (Initial)
By: (Print Name of Buyer) (Initial)

0311

JUN 07 1994

ADDENDUM

This ADDENDUM is attached to and made a part of the Contract for Sale and Purchase between **TOMMY R. SMILEY, TRUSTEE (SELLER) and BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA (COUNTY)** for the sale and purchase of the following property:

See Exhibit "A" attached hereto and incorporated herein.

SPECIAL CLAUSES:

A. Investigation and Inspection of Property: COUNTY, its architects, engineers and other agents shall have a period of 45 days (hereinafter referred to as the "Inspection Period") from the Date of this Contract in which to undertake such physical inspections and investigations of and concerning the Property as may be necessary to evaluate the physical characteristics of the Property (including, but not limited to access, contour, sub soil analysis and drainage characteristics, jurisdictional wetlands and utility availability) and its compliance with all applicable building, environmental and other codes, ordinances, statutes, rules and regulations affecting the same and such other matters as shall be deemed by COUNTY to be reasonably necessary in order for COUNTY to evaluate the Property and determine the feasibility of COUNTY'S purchase and intended use and development of the same, including testing for toxic waste, zoning suitability and comprehensive plan compliance. For those purposes SELLER hereby grants to COUNTY, its agents, employees and assigns full right of entry upon the Property or any part thereof during the Inspection Period for the purpose of undertaking such physical inspection investigations. COUNTY agrees to indemnify and hold SELLER harmless from any claims, damages, losses or liabilities whatsoever, including reasonable attorney fees, trial or appellate level, and court costs, made against or incurred by SELLER in connection with physical damages resulting from inspections and tests performed by or on behalf of COUNTY. Pursuant to this paragraph, County will obtain, at County's expense, a Level 1 Hazardous Waste Assessment for the mutual benefit of County and Seller to provide a baseline regarding the parties knowledge of site conditions as of the date hereof. County agrees to provide a photocopy of the Level 1 Hazardous Waste Assessment report as a contingency of closing.

In the event that the results of the inspections, investigations, surveys, reviews or studies are, in COUNTY'S sole opinion and with COUNTY'S discretion, unacceptable to COUNTY for any reason whatsoever, COUNTY shall have the right to terminate this Contract by notifying SELLER in writing by certified mail, return receipt requested, of its election to do so prior to, or within three (3) days after, the expiration of the Inspection Period, whereupon the Earnest Money Deposit lodged by COUNTY with Escrow Agent hereunder shall be returned to COUNTY; and upon the occurrence of such events as so requested, this Contract shall forthwith and thereupon be terminated and become null and void and all parties hereto shall be relieved and absolved of and from any further liability or obligation whatsoever to each other hereunder. The failure of the COUNTY to notify SELLER of the unacceptability of any such inspections, investigations, reviews or feasibility studies as aforesaid shall constitute a waiver of COUNTY'S right to terminate this Contract on account thereof.

B. SELLER is not aware of, nor has SELLER nor any of its subsidiaries or agents received notice of, any past, present, or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with applicable laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission,

0312

JUN 07 1994

discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste. Seller warrants that they have no knowledge of civil criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against SELLER or its agents relating in any way to a violation of laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved for environmental regulation or protection or pursuant to environmental laws. This paragraph shall survive closing.

C. For the additional consideration of One Hundred Dollars and No Cents (\$100.00), receipt of which is hereby acknowledged, SELLER hereby agrees to indemnify, reimburse, defend and hold harmless COUNTY for, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, expenses, fees and disbursements asserted against, imposed on or incurred by COUNTY and/or by its officers, directors and/or employees, directly or indirectly pursuant to or in conjunction with the application of any Environmental Law (as defined herein) to the property, specifically including acts or omissions with respect to the on-site and/or off-site disposal of wastes and waste waters, or threatened damage to the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) at any on-site or off-site location, occurring at any time, and alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any pollutant, contaminant, waste generated or produced in conjunction with the business of an individual or Company using the property and/or by its officers, directors and/or its employees, irrespective of whether SELLER knew on or before its acquisition of the acts or omissions allegedly causing the damage to the environment.

For the purposes of this Contract, Environmental Law shall mean any federal, state, local or foreign statutory or common laws relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened release of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or wastes. The provisions of Section C shall survive closing.

D. SELLER shall comply with §196.295, Fla. Stat.

E. SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat. (1991).

SIGNED AND WITNESSED this 7th day of June, 1994.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Sandy Crawford
Sandy Crawford, Clerk

By: Truman G. Scarborough, Jr.
Truman G. Scarborough, Jr., Chairman
As approved by the Board of County Commissioners,
Brevard County, Florida, on June 7, 1994



0313

JUN 07 1994

SIGNED AND WITNESSED this 7th day of June, 1994.

Tommy R. Stille
Tommy R. Stille, Trustee

WITNESSES:

Patricia P. Bailey
Patricia P. Bailey
Witness name typed, stamped, printed

DANA M. MENDEZ
DANA M. MENDEZ
Witness name typed, stamped, printed

0314

BREVARD *County*
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



SANDY CRAWFORD, Clerk to the Board, 700 Park Avenue, Titusville Florida 32780
BERNADETTE S. TALBERT, Deputy Clerk (407) 264-5240

February 5, 1997

MEMORANDUM

TO: Dr. Duane DeFreese, EEL Program Coordinator

RE: Interlocal Agreement with Town of Malabar for Restroom Construction at Malabar Scrub Sanctuary

The Board of County Commissioners, in regular session on February 4, 1997, executed Interlocal Agreement with Town of Malabar providing for an easement from the Town to the County for construction of a restroom facility, providing EEL Program funds to the Town for the construction of a joint use restroom facility, and providing a commitment from the Town for maintenance and operation responsibility in perpetuity. Enclosed are two fully-executed Agreements for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SANDY CRAWFORD, CLERK


Bernadette Talbert, Deputy Clerk

/sl

Encls. (2)

cc: Assistant County Manager Stephen Peffer
Contracts Administration
Finance

RECEIVED

FEB 10 1997

NATURAL RESOURCES MGT.



AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Meeting Date:
February 4, 1997

AGENDA	
Section	Consent
Item No.	III.C.6

SUBJECT: Rest room construction at the Malabar Scrub Sanctuary
DEPT./OFFICE: Office of Natural Resources Management - EEL Program

Contact: Duane De Freese, EEL Program Coordinator, at 633-2016: email @NatRes@GC

Requested Action:
Staff requests Board approval to enter into an INTERLOCAL AGREEMENT that provides 1. an easement from the Town of Malabar to the County for the purpose of construction of a rest room facility; 2. EEL Program funds to the Town for construction of a joint use rest room facility ; and 3. maintenaince and operation responsibility by the Town of Malabar in perpetuity.

Summary Explanation & Background:
The Town of Malabar owns and operates an active recreation park directly adjacent to the EEL Program Malabar Scrub Sanctuary. In July, 1994, the Town of Malabar received a matching funds grant from the Florida Recreation Development Assistance Program (FRDAP). As part of the FRDAP grant, the Town of Malabar is constructing a parking area for use by visitors to both recreation areas. The Town and EEL Program have been working in partnership to provide an entrance road, parking area and rest room facility for joint use by visitors to both sites. The sanctuary entrance road will be used as an access to both the sites. The cost for plans and construction of the parking area and drain field for the rest room facility have been funded by the Town of Malabar.

In the spirit of cooperation, the EEL Program proposes to construct the rest room facility at the entrance to the sanctuary, directly adjacent to the Town's parking area. The rest room facility, in conjunction with the development of the parking area and entrance road, will increase access for visitors to the sanctuary not available at the current time. The EEL Program and Town of Malabar partnership represents a step towards future joint projects at the site. Construction of the rest room facilities will enhance public use of both areas.

The attached INTERLOCAL AGREEMENT, signed by the Town of Malabar, states that the Town agrees to the transfer of an easement from the Town to the County for the portion of the Town property designated for the rest room facility. The INTERLOCAL AGREEMENT also allows for transfer of funds from the County to the Town for construction of the rest room. The EEL Program will deposit with the Town the sum equal to the accepted bid, but not to exceed \$50,000. The funds contributed by the County shall be held by the Town in escrow in a separate fund established for the project. The Town will work with the County to select an appropriate building design. The facility shall be constructed according to ADA standards to accommodate persons with physical disabilities. Both the County and the Town will have final approval on the construction plans for the facility.

The INTERLOCAL AGREEMENT states the Town shall take responsibility to maintain and operate the facility in perpetuity and the Town will make the facility available for use by visitors to both the Town's park and the County's sanctuary. The Town of Malabar has endorsed the terms of this agreement.

Staff requests that the Board enter into an INTERLOCAL AGREEMENT with the Town of Malabar for 1. acceptance of an easement from the Town of Malabar; 2. authorization to transfer up to \$50,000 of EEL capital funds for construction of the facility; and 3. states the Town shall take responsibility for maintenance and operation in perpetuity.

Fiscal Impact: Funds for the project are provided through the EEL Program ad valorem bond funds (Fund 3770 Account 57122). Funds are available in the EEL Program's budget for FY 96-97. The INTERLOCAL AGREEMENT has been reviewed by County Legal & Risk Management staff.

Exhibits Attached:
INTERLOCAL AGREEMENT; Map of Malabar Scrub Sanctuary and Malabar's Community Park; Town of Malabar Resolution 3-97

County Administrator's Office 	Department
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May 23, 2001

MEMORANDUM

TO: Charles Nelson, Parks and Recreation Director

RE: Resolution and Amendment to Easement Deed with City of Palm Bay for
Additional Use of Drainage Easement in Malabar Scrub Sanctuary

The Board of County Commissioners, in regular session on May 22, 2001, adopted Resolution and executed Amendment to Easement Deed with the City of Palm Bay, authorizing additional uses of the drainage easement in Malabar Scrub Sanctuary to include access for persons with disabilities, hiking, biking, equestrian and roller-blading. Enclosed are the original and certified copies of the Resolution and Amendment for your action, which may require recording.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Bernadette Talbert, Deputy Clerk

Encls. (4)

original Anne B

Amie B.



Meeting Date
May 22, 2001

AGENDA	
Section	CONSENT
Item No.	III.B.12

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Passed Consent

SUBJECT: Amendment to Easement and Resolution with the City of Palm Bay for additional use of the drainage easement on the Malabar Scrub Sanctuary

DEPT. / OFFICE: Parks & Recreation Department
 Contact Chuck Nelson, Director 633-2046 cnelson@brevardparks.com

Requested Action:
 Approve the attached Amendment to Easement and Resolution between the City of Palm Bay and the County and authorize the chair to sign the Amendment and Resolution.

Summary Explanation & Background:

On February 20, 1996 the Board of County Commissioners granted a 15 foot wide easement to the City of Palm Bay for ingress and egress for the sole purpose of maintaining the adjacent drainage right-of-way and drainage canal at the Malabar Scrub Sanctuary. The easement conditions require that the City maintain the easement in a serviceable condition defined as driveable/accessible by vehicles not equipped for off-road use.

The City of Palm Bay applied for a grant from the State's Greenways and Trails program that will provide funds to start hardening the canal right of way, from Port Malabar Road to Marie Street (see attached map). A portion of this project involves the fifteen foot easement along the north boundary of the Malabar Scrub Sanctuary. The City is requesting authorization to expand the existing allowed uses of the easement to also include access for persons with physical disabilities and other public uses such as hiking, biking, equestrian and rollerblading.

The City's Greenways and Trails grant application requires the City have authorization from all the landowners for the proposed improvements. The attached Amendment to the Easement and Resolution provides this necessary authorization for the Malabar Scrub Sanctuary property. This action will not affect the state's acquisition reimbursement to the county. The EEL Selection and Management Committee recommend approval of the Amendment to the Easement and Resolution.

Fiscal Impact: This action has no fiscal impact to the EEL Program or the General Fund
Economic Impact: This action advances the passive recreation goal of the EEL Program.
Vision Statement
Compliance: Meets the goals of creating and supporting cooperative partnerships and providing for the health, education and social needs of our citizens.

In approving this agenda item the Board of County Commissioners has determined this financial transaction serves a public interest, and is a lawful action.

Exhibits Attached:
 Amendment to Easement, Resolution, Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office Tom N. Jenkins, County Manager	Department Charles S. Nelson, Director <i>CN</i> Parks & Recreation Department @ 633-2046 or email @BCC@Viera
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Project: Brevard Coastal Scrub Ecosystem/Turkey Creek
PROPERTY TAX I.D.: 28-37-35-00-00012.0-0000.00

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 3rd day of November, 2005, between Brook Hollow Community Association, Inc., a Florida corporation, whose address is c/o Benjamin DuBose, President, P.O. Box 500377, Malabar, FL 32950, as "Seller" and The Nature Conservancy, authorized to transact business in the State of Florida as The Nature Conservancy, a non-profit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, whose address is 222 S. Westmonte Dr., Ste. 300, Altamonte Springs, FL 32714-4269, and its successors and assigns as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase all of Seller's right, title, and interest in and to the real property located in Brevard County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, hereditaments and appurtenances and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties, but exercise of the option is subject to approval by the Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida (the "County"), whose address is c/o the EEL Program, Parks and Recreation Department, 5560 N. US Highway, Melbourne, FL 32940, if this option is assigned to the County and is subject to approval by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399, if this option is assigned to the Trustees, and is effective only if Purchaser gives written notice of exercise to Seller. If this option is assigned to the County, the County's agent in all matters shall be the Parks and Recreation Department (the "Department"). If this option is assigned to the Trustees, the Trustees' agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

2. OPTION TERMS. The option payment is \$100.00 ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. The option may be exercised during the period beginning with Purchaser's approval of this Agreement and ending 90 days after the County or Trustees' approval of this Agreement ("Option Expiration Date"), whichever occurs first, unless extended by other provisions of this Agreement, if this

Agreement is assigned to the County and/or the Trustees. In the event this Agreement is not assigned to the County and/or the Trustees by February 28, 2006, then this Agreement shall terminate and neither party shall have any further obligations under this Agreement. In the event the environmental audit (as hereinafter defined in paragraph 4.A.) or the survey (as hereinafter defined in paragraph 5) are not completed by the Option Expiration Date, or Purchaser's funds in the amount of the Purchase Price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until the environmental audit or the survey are completed or until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property is One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000.00) which, after reduction by the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the County in accordance with paragraph 20, by County check at closing to Seller or if assigned to the Trustees by state warrant at closing to Seller or Seller's designated agent who meets the requirements of Section 259.041(17), Florida Statutes). The Purchase Price is subject to adjustment in accordance with paragraph 3.B. The determination of the final Purchase Price can only be made after the completion and approval by Purchaser of the survey required in paragraph 5. This Agreement is contingent upon approval of the Purchase Price by Purchaser and if this option is assigned to the County, upon confirmation that the final Purchase Price is not in excess of the maximum value of the Property as determined by the County's rules and regulations (the "County Approved Value"), and if assigned to the Trustees, upon confirmation that the final Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). .

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Purchaser determines that the Purchase Price stated in paragraph 3.A. exceeds the County or DSL Approved Value of the Property, the Purchase Price will be reduced to the County or DSL Approved Value of the Property. If the final adjusted Purchase Price is less than 95% of the Purchase Price stated in paragraph 3.A. because of a reduction in the County or DSL Approved Value of the Property, Seller shall, in its sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Purchaser of its election to terminate this Agreement within 10 days after Seller's receipt of written notice from Purchaser of the final

adjusted Purchase Price. In the event Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of Purchaser's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. Should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S.

Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

Nothing in this paragraph 4.B. shall be construed to limit Seller's liability to any person or to any regulatory agencies, including the Florida Department of Environmental Protection, under any Environmental Law for Hazardous Materials located on the Property.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company, approved by Purchaser, insuring marketable title of Purchaser to the Property in the amount of the final Purchase Price. Seller warrants that any billboards on the Property shall be removed prior to closing.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title, including but not limited to obtaining an abatement or termination of that certain Developer's Agreement recorded in Official Records Book 2807, at Page 2317, in the Official Records of Brevard County, Florida, as to the Property only. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed upon by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory warranty deed in accordance with

*Planned development of Government
land it would be sold under certain circumstances
may in part appraised value. But to put the clause
defect in the agreement
Lacey was aware of this from day 1 - no LHA was sent.*

Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23 and 380.08(2), Florida Statutes, on forms provided by Purchaser. Seller shall prepare the deed described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The title, possession and lien affidavit and environmental affidavit shall be on forms provided to Seller by Purchaser. All prepared documents shall be submitted to Purchaser for review and approval at least 15 days prior to the Option Expiration Date.

10. PURCHASER'S REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt of all of the required items. Seller will have 30 days thereafter to remove and resubmit any rejected item. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. Notwithstanding any provision herein to the contrary, if this option is assigned to the County and/or the Trustees, all real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If this option is assigned to the County and/or the Trustees, and the County acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the County acquires fee title to the Property on or after

November 1, Seller shall pay to the County tax collector an amount equal to the taxes that are determined to be legally due and payable by the County tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 10 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by County in writing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of County prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed \$6,750.00 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter

the Property for all lawful purposes in connection with the this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Intentionally Deleted.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, each party will bear the cost of its own attorneys' fees and expenses.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in Brevard County.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser to the County and/or the Trustees, in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of County and/or the Trustees, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of County and/or the Trustees, and shall be subject to the final approval of County and/or the Trustees. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE JANUARY 2, 2006, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. IF THIS OPTION IS ASSIGNED TO THE COUNTY AND/OR THE TRUSTEES, THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THE PURCHASE PRICE AS SET FORTH IN PARAGRAPH 3.A. AND AN ACCEPTANCE OF THE ASSIGNMENT OF THIS OPTION BY THE COUNTY AND/OR THE TRUSTEES, (2) CONFIRMATION THAT THE FINAL ADJUSTED PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY/DSL APPROVED VALUE OF THE PROPERTY, AND (3) COUNTY/DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

BROOK HOLLOW COMMUNITY
ASSOCIATION, INC., a Florida
corporation

By: 
Benjamin DuBose

Title: President

593092450
F.E.I.D. No.

November 3, 2005
Date signed by Seller

Kathleen H. McClelland
Witness as to Seller.

Kathleen H. McClelland
Print Name

Stephen J. Lacey
Witness as to Seller

Stephen J. Lacey
Print Name

Dennis Reed
Witness as to Purchaser

Jane Berger
Witness as to Purchaser

THE NATURE CONSERVANCY, a
Nonprofit District of Columbia
Corporation, as Trustee of The Nature
Conservancy Charitable Trust dated
May 11, 1998, as amended

By: *Victoria J. Tschinkel*
Victoria J. Tschinkel
Florida State Director

F.E.I.D. No. 53-0242652

LEGAL REVIEW: *JSR*

11/9/05
Date signed by Purchaser

Reviewed for Legal form and contract.
(Assistant) Brevard County Attorney

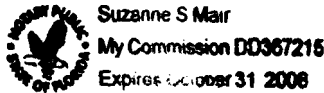
[Signature]

STATE OF Florida)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 3rd day of November, 2005, by Benjamin DuBose, as President of Brook Hollow Community Association, Inc. a Florida corporation, on behalf of the corporation. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



Suzanne S. Mair
Notary Public

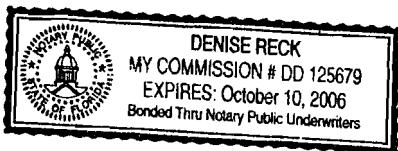
Suzanne S. Mair
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: DD367215
My Commission Expires: 10/31/08

STATE OF FLORIDA)

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9th day of NOV., 2005, by Victoria J. Tschinkel, as Florida State Director of The Nature Conservancy, a nonprofit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended. She is personally known to me and did not take an oath.

(NOTARY PUBLIC
SEAL)



Denise Reck
Notary Public

Denise Reck
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: DD 125679
My Commission Expires: 10/10/06

EXHIBIT "A"

BROOK HOLLOW COMMUNITY ASSOCIATION, INC. LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE SOUTH 6/10 OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 35, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE S00°32'14"W, ALONG THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 35, A DISTANCE OF 2321.97 FEET TO THE NORTHWEST CORNER OF THE SOUTH ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35; THENCE S89°21'14"E, ALONG THE NORTH LINE OF SAID SOUTH ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, A DISTANCE OF 1106.43 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, CONTINUE S89°21'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 35; THENCE N00°31'18"E, ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35, A DISTANCE OF 463.93 FEET TO THE NORTHWEST CORNER OF THE SOUTH 6/10 OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35; THENCE S89°20'01"E, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 326.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 6/10 OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35; THENCE S00°31'04"W, ALONG THE EAST LINE THEREOF, A DISTANCE OF 795.11 FEET TO THE SOUTHEAST CORNER OF THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35; THENCE N89°22'07"W, ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 35, A DISTANCE OF 527.35 FEET; THENCE N00°38'46", A DISTANCE OF 331.43 FEET TO THE POINT OF BEGINNING; CONTAINING 7.487 ACRES, MORE OR LESS.

incident to the sale or transfer of the real property and the reasons for the payments are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Stephen J. Lacey	1901 S. Harbor City Blvd. #500 Melbourne, FL 32901	attorney's fees	to be determined

(To be completed and delivered to Brevard County with Option/Purchase/Exchange Agreement or prior to withdrawal of funds from the court registry.)

3) That, to the best of the affiant's knowledge, the following is an accurate record of the tax assessment, taxes paid and exemptions (if any) on the property for the five years prior to the date of the affidavit:

<u>Year</u>	<u>Assessed Value</u>	<u>Taxes Paid</u>	<u>Exemption</u>
2004	\$3,710.00	\$57.62	NONE
2003	\$3,710.00	\$64.40	NONE
2002	\$3,740.00	\$60.48	NONE
2001	\$3,740.00	\$59.94	NONE
2000	\$3,740.00	\$59.94	NONE

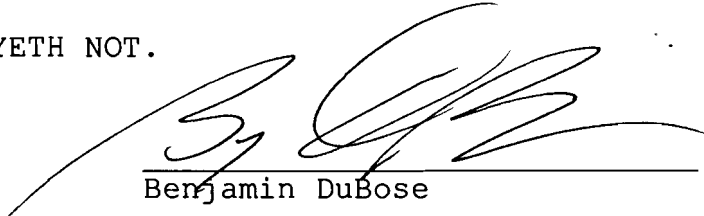
4) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions concerning the said property which have taken place during the five years prior to the date of this affidavit:

Name and Address Type of Amount of
of Parties Involved Date Transactions Transactions

NONE

This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.

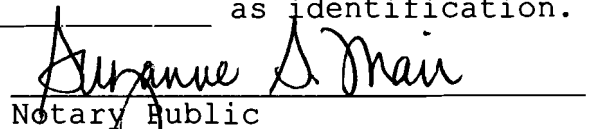
AND FURTHER AFFIANT SAYETH NOT.


Benjamin DuBose

The foregoing instrument was acknowledged before me this 3rd day of November, 2005, by Benjamin DuBose. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

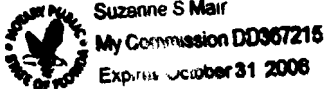

Notary Public

Suzanne S. Mair

(Printed, Typed or Stamped
Name of Notary Public)

Commission No.: DD367215

My Commission Expires: 10/31/08



ADDENDUM
(CORPORATE)

A. At the same time that Seller submits the closing documents required by paragraph 9. of this Agreement, Seller shall also submit the following to County and/or the Trustees:

1. Corporate resolution which authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency, and
2. Certificates of good standing from the Secretary of State of the State of Florida, and
3. Copy of prepared opinion of counsel as required by paragraph B. below.

B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

1. The execution of this Agreement and the performance by it of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is duly qualified to own real property in the State of Florida.
3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by Seller, nor the performance by it of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller.

At the closing, Seller shall deliver to Purchaser an opinion of counsel to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon certificates or other documents furnished by partners, officers, officials and other counsel of Seller, and upon such other

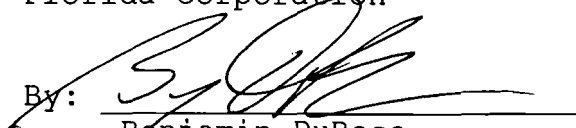
documents and data as such partners, officers, officials and counsel may deem appropriate.

SELLER

PURCHASER

BROOK HOLLOW COMMUNITY
ASSOCIATION, INC., a
Florida corporation

THE NATURE CONSERVANCY, a
Nonprofit District of Columbia
Corporation, as Trustee of The
Nature Conservancy Charitable
Trust dated May 11, 1998, as
amended

By: 
Benjamin DuBose
Title: President

By: 
Victoria P. Tschinkel
Florida State Director

593092450
F.E.I.D. No.

53-0242652
F.E.I.D. No.

November 3, 2005
Date signed by Seller

11/9/05
Date signed by Purchaser

ASSIGNMENT OF OPTION TO PURCHASE

For the consideration recited hereunder, THE NATURE CONSERVANCY, a non-profit District of Columbia corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, a not-for-profit organization as defined under Section 501(c)(3), whose address is 222 S. Westmonte Dr., Altamonte Springs, FL 32714-4269, as Assignor, hereby transfers and assigns to BREVARD COUNTY, a political subdivision of the State of Florida, with an address c/o Environmentally Endangered Lands Program, Parks and Recreation Department, 5560 N. US Highway, Melbourne, Florida 32940, its successors and assigns, as Assignee, all of its right, title and interest in that certain option to purchase between Brook Hollow Community Association, Inc., a Florida corporation, Seller and Assignor, as Purchaser, which option agreement and all amendments thereto are attached hereto as Exhibit "A" and by reference made a part hereof (the "Option Agreement"), for the sale and purchase of the real property described in the Option Agreement (the "Property"), subject to terms and conditions thereof and hereby does remise, release and quit claim unto Assignee and its successors and assigns, all of its right, title and interest in and to the Property.

Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the warranty deed covenanted to be given in the Option Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

This Assignment is made pursuant to the Assignee's Environmentally Endangered Lands Program and the Contract for Land Acquisition and Management Services (the "Contract") between Assignor and Assignee and dated October 1, 2005. The consideration for this Assignment shall be payment by Assignee to Assignor according to the terms of said Contract.

ASSIGNOR

WITNESSES AS TO ASSIGNOR

THE NATURE CONSERVANCY, a nonprofit
District of Columbia Corporation, as Trustee of The
Nature Conservancy Charitable Trust dated May 11,
1998, as amended

Denise Reck
Jane Berger

By: Victoria J. Schinkel
Victoria J. Schinkel

Its: Florida State Director

(Corporate Seal)

53-0242652
F.E.I.D. No.

11/9/05
Date signed by Assignor


Reviewed: JK

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Assignment of Option Agreement and agrees to perform all obligations to be performed by Assignor under the Option Agreement, according to the terms and conditions therein stated.

WITNESSES AS TO ASSIGNEE

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



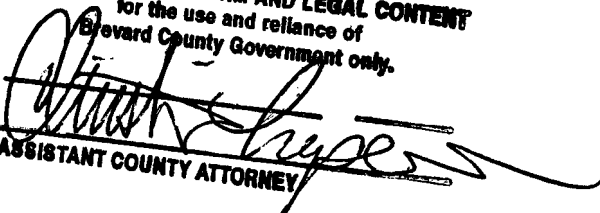
Scott Ellis, Clerk
ATTEST:

By: 

Helen Voltz, Chair

As approved by the Board on February 21, 2006

S:\Geoff\BREVARD\Turkey Creek\Brook Hollow\ASSN.doc

APPROVED AS TO FORM AND LEGAL CONTENT
for the use and reliance of
Brevard County Government only.


ASSISTANT COUNTY ATTORNEY

Meeting Date
February 21, 2006



AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY
 COMMISSIONERS

AGENDA	
Section	Consent
Item No.	

SUBJECT: Option Agreement for Sale and Purchase of Property Owned by Brook Hollow Community Association, Inc. – District 3

DEPT. / OFFICE: Parks & Recreation Department
 Environmentally Endangered Lands Program

Requested Action:
 Approve accepting assignment of an Option Agreement for Sale and Purchase of property owned by the Brook Hollow Community Association, Inc. and authorize the Chair to sign the Assignment, and authorize EEL staff to exercise the option on or before 90 days from the date of Board approval of the assignment of the option.

Summary Explanation & Background:
 As contractor for the County's Environmentally Endangered Lands Program, The Nature Conservancy (TNC) has obtained an Option Agreement for Sale and Purchase for the 7.4± acre Brook Hollow Community Association, Inc. property located in the Brevard Coastal Scrub Ecosystem Florida Forever Project. The Town of Malabar has been notified and is supportive of the acquisition. The property is adjacent to both the 131± acre WGML/PRN property and the 30± acre National Heritage property that the County purchased for conservation and subsequently conveyed to the State of Florida Division of State Lands (see map).

The property is zoned Institutional Services (INS) by the Town of Malabar. Permitted uses in the INS zoning are intended to accommodate public and semi-public facilities such as government administration buildings, fire, police and rescue services. Land uses such as churches and other places of worship, cultural or civic centers and other similar public or private not-for-profit uses may also be permitted. Currently the Town of Malabar does not have a zoning classification for conservation lands. Rezoning may be required by the Town once a classification has been created.

The purchase price is \$135,000 and does not exceed the appraised value. George Goodman, MAI, and Clark Maxwell, MAI, appraised the property in accordance with EEL and State guidelines. In 1986, the property was part of a purchase by DCB/Woodside Melbourne, Ltd., for the Phase 1 development of the Brook Hollow subdivision. The 7.4± subject parcel was dedicated as the Park Tract for the subdivision. In 1987 the tract was subsequently dedicated to the Brook Hollow Community Association, Inc. for use as a recreation area. The Brook Hollow Community Association, Inc. has voted to sell the property to the County EEL Program for conservation. The option agreement specifically requires the abatement or termination of a Developers Agreement to the extent it effects the subject property.

The option agreement provides that the purchaser will pay the survey, environmental assessment, and title insurance costs. Pursuant to the Multi-Party Acquisition Agreement with the State, the County may enter into an option agreement with the State to sell the property at a later date and receive up to 45% reimbursement of the County's purchase price for the property, and may also receive reimbursement of survey costs. The current Option Agreement terminates on February 28th, 2006 unless it is assigned to the County.

Cost/Benefit Analysis: If acquired, the current tax assessed value of \$3,710 would be removed from the tax roles. Future fiscal impacts will be associated with capital improvements, site security, and land management activities. Addition of the proposed property enhances the EEL Program's ability to manage this property in the context of the other conservation lands in this region. Approval of this action meets the goals of conserving natural resources and creating and supporting cooperative partnerships.

Contact Mike Knight, EEL Program Manager, 255-4466 or mknight@brevardparks.com

Exhibits Attached:
 Assignment of Option (2 originals), Option Agreement, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office Peggy Busacca, County Manager	Department Don Lusk, Interim Director Parks & Recreation Department
--	--



February 22, 2006

MEMORANDUM

TO: Don Lusk, Interim Parks and Recreation Director, Attn: Mike Knight

RE: Item I.B.3, Assignment of Option to Purchase with The Nature Conservancy and Option Agreement for Sale and Purchase with Brook Hollow Community Association, Inc. and The Nature Conservancy for Property Located in Brevard Coastal Scrub Ecosystem Florida Forever Project

The Board of County Commissioners, in regular session on February 21, 2006, executed Assignment of Option to Purchase with The Nature Conservancy and Option Agreement for Sale and Purchase with Brook Hollow Community Association, Inc. and The Nature Conservancy for property located in Brevard Coastal Scrub Ecosystem Florida Forever Project; and authorized EEL staff to exercise the option on or before 90 days from the date of Board approval of the assignment of the option. Enclosed for your action are fully-executed and certified copies of the Assignment.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Bernadette Talbert, Deputy Clerk

/te

Encls. (2)

cc: Contracts Administration
Finance
Budget

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 22nd day of June, 2004, between BREVARD COUNTY, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940, as "Seller", and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, as "Purchaser." Purchaser's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase the real property, located in Brevard County, Florida, described in Exhibit "A", together with all improvements, easements, hereditaments and appurtenances and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding on Seller upon Seller's execution of the Agreement. Exercise of the option is subject to approval by Purchaser and is effective only if DSL gives written notice of exercise to Seller.

2. OPTION TERMS. The option payment is \$100.00 ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by DSL from the Comptroller of the State of Florida. The option may be exercised during the period beginning with Purchaser's approval of this Agreement and ending 210 days after Purchaser's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Purchaser's funds in the amount of the Purchase Price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. PURCHASE PRICE. The purchase price for the Property is Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid by state warrant at closing. Seller hereby authorizes Purchaser to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Adjusted Purchase Price is not in excess of 50% of the maximum value of the Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Purchaser determines that the Initial Purchase Price, as reduced by this paragraph, exceeds 50% of the DSL Approved Value of the Property, the Initial Purchase Price will be further reduced to 50% of the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the final adjusted Purchase Price has changed as a result of the final DSL approved survey required by paragraph 5., the Purchase Price shall be adjusted to equal the lesser of i) 50% of the Seller's original purchase price to acquire the property or ii) 50% of the final DSL Approved Value of the Property.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, either party, at its sole option, may elect to terminate

this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

Any limitations on Seller's contractual obligations as specified in this paragraph 4.B. shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

5. SURVEY. Seller shall, at Seller's sole cost and expense and not less than 45 days prior to the Option Expiration Date, deliver to DSL a current boundary survey of the Property meeting the standards and requirements of DSL and prepared by a professional surveyor and mapper licensed by the State of Florida ("Survey"). It is Seller's responsibility to ensure that the surveyor and mapper contacts the Bureau of Survey and Mapping in DSL prior to the commencement of the Survey regarding these standards and requirements and the cost of the Survey. The Survey shall be certified to Purchaser and the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. The Survey shall be certified within 90 days before the date of closing unless this 90 day time period is waived by DSL and by the title insurer. If the Survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Purchaser shall reimburse Seller for the DSL approved cost of Survey, not to exceed \$15,000, unless this amount is increased by DSL, upon Seller's submission of the necessary documentation to DSL evidencing payment in full by Seller of the Survey costs. Purchaser's reimbursement to Seller of the DSL approved cost of the survey is contingent upon a sale of the Property to Purchaser.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the purchase price. Seller warrants that any billboards on the property shall be removed prior to closing.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor (except that Seller shall not be required to bring any lawsuits to eliminate defects in title). If Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed upon by the parties,

(b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a deed in accordance with Section 125.411, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property. In the event the Trustees approve joint ownership of state land by the Trustees and counties, subsequent to approval of this Agreement by the Trustees, the Seller may request an amendment to this Agreement, subject to approval by the Trustees, to provide for joint ownership of all or a portion of the Property by the Trustees and the Seller, provided however, that this provision shall not be sufficient cause to extend any deadline or time frame set forth herein. This provision shall not survive the closing, recording and delivery of the deed.

The Purchaser, by way of this Agreement, hereby petitions the Seller for the release of the mineral rights reserved by the Seller pursuant to Section 270.11, Florida Statutes. The basis for the release is that the Purchaser requires these rights for more effective management in the preservation of the Property and the Purchaser is also governed by Section 270.11, Florida Statutes. Released mineral rights are to be conveyed at closing to the Purchaser at no additional cost by deed in accordance with Section 125.411, Florida Statutes.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Purchaser shall prepare the deed described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit on DSL forms.

10. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required to be provided by Seller under this Agreement within 10 days after receipt of all of the required items. Seller will have 10 days thereafter to cure and resubmit any rejected item. If Seller fails to timely deliver any item, or DSL rejects any item after delivery, DSL may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which DSL deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If the Trustees acquire fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If the Trustees acquire fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller ("defects"), the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement,

ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed \$11,000.00 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. Purchaser may record this Agreement, or notice of it, in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless

executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by, or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or DSL have authority to act in all situations. Consequently, the Agreement may be terminated pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed the acceptance of the assignment on behalf of the Trustees or that person's successor.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE MARCH 1, 2004, PURCHASER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THE PURCHASE PRICE AS SET FORTH IN PARAGRAPH 3.A. BY THE TRUSTEES, (2) CONFIRMATION THAT THE FINAL ADJUSTED PURCHASE PRICE IS NOT IN EXCESS A SUM WHICH IS EQUAL TO 50% OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (3) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BY ITS BOARD OF COUNTY COMMISSIONERS

By: Nancy Higgs
Nancy Higgs, Chair

As approved by the Board on 2-24-04

ATTEST: (Official Seal) Scott Ellis
Scott Ellis, Clerk

Reviewed for legal form and content: 4/2 2/6/04
(Assistant) County Attorney

PURCHASER

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Victoria F. Thompson
for DEBORAH POPPELL, CHIEF, BUREAU OF LAND ACQUISITION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

6/22/04
Date signed by Purchaser

Jimmy Clark
Witness as to Purchaser
Amckenzie
Witness as to Purchaser

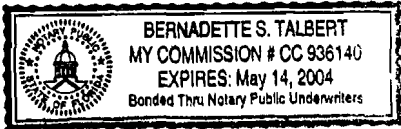
Approved as to Form and Legality .
By: William C. Robinson
DEP Attorney
Date: 3-11-04

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 24TH day of February, 2004 by Nancy Higgs and Scott Ellis as Chair and Clerk, respectively, for and on behalf of the Board of County Commissioners of Brevard County, Florida. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



Bernadette S. Talbert
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

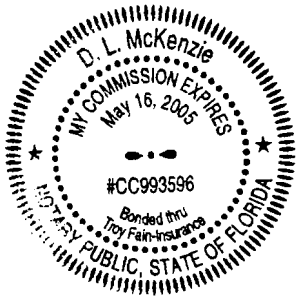
Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF LEON)

Victoria F. Thompson
The foregoing instrument was acknowledged before me this 22nd day of June, 2004, by Deborah Poppell, ~~Chief~~, Bureau of Land Acquisition, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)



D. L. McKenzie
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida, EXCEPT the South $\frac{1}{4}$ thereof.

Together with an easement for Ingress and Egress for the benefit of the owners of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida, EXCEPT the South $\frac{1}{4}$ thereof. Said easement is intended to provide access to and from Briar Creek Boulevard a public road. Said easement is more particularly described as follows:

The West 60.00 feet of that portion of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 28 South, Range 37 East, Brevard County, Florida that lies South of the South right of way line for Briar Creek Boulevard, as said right of way is described in Official Records Book 2807, Pages 2265 and 2266 of the Public Records of Brevard County, Florida.

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

STATE OF FLORIDA)

COUNTY OF BREVARD)

Before me, the undersigned authority, personally appeared Nancy Higgs ("affiant"), this _____ day of _____, 20___, who, first being duly sworn, deposes and says:

1) That affiant is the Chair of the Board of Commissioners of Brevard County, a political subdivision of the State of Florida, as "Seller", whose address is 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
-------------	----------------	-----------------

Non-Applicable. Seller is Brevard County, a political subdivision of the State of Florida.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

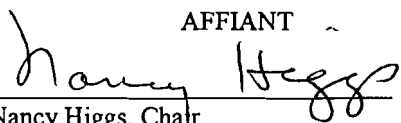
<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
TBD		Title Insurance	TBD
TBD		Environmental Site Assessment	TBD
Brevard County Surveyor	2725 Judge Fran Jamieson Way Viera, FL 32940	Survey	TBD

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Brevard County/ National Heritage Foundation, Inc.	November 20, 2003	General Warranty Deed	\$440,000.00
Brevard County/ The Nature Conservancy	March 18, 2003	Assignment of Option to Purchase between National Heritage Foundation, Inc. and The Nature Conservancy	There was no additional consideration paid by Brevard County for the Assignment of the Option Agreement. The Nature Conservancy is paid by a flat annual fee by Brevard County pursuant to a services contract.
National Heritage Foundation, Inc./The Nature Conservancy	January 9, 2003	Option Agreement for Sale and Purchase	\$440,000.00
Jack A. Swartz and Dolores L. Swartz, as trustees of the Jack A. Swartz and Dolores L. Swartz Revocable Trust dated 7-25-91/National Heritage Foundation	August 21, 2002	Corrective Quit Claim Deed	\$100.00 (per documentary stamp tax)
Jack A. Swartz and Dolores L. Swartz, as trustees of the Jack A. Swartz and Dolores L. Swartz Revocable Trust dated 7-25-91/National Heritage Foundation f/b/o Swartz Family Foundation	December 28, 1998	Quit Claim Deed	\$100.00 (per documentary stamp tax)

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

 Nancy Higgs, Chair
 Board of County Commissioners
 Brevard County, Florida
 As approved by the Board on 2-24-04

STATE OF FLORIDA)

COUNTY OF BREVARD)

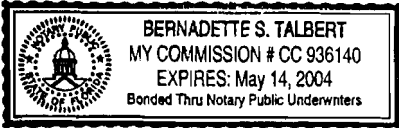
SWORN TO and subscribed before me this 24TH day of February, 2004, by Nancy Higgs, as Chair, for and on behalf of the Board of Commissioners of Brevard County, a political subdivision of the State of Florida. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Bernadette S. Talbert

 Notary Public



 (Printed, Typed or Stamped Name of
 Notary Public)
 Commission No.: _____
 My Commission Expires: _____

Meeting Date
March 18, 2003



AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

AGENDA	
Section	New Business
Item No.	VI. B. 4

SUBJECT: Option Agreement for Sale and Purchase of property owned by National Heritage Foundation, Inc.
DEPT. / OFFICE: Parks & Recreation Department
 Environmentally Endangered Lands Program

Requested Action:
 Approve accepting assignment of an Option Agreement for Sale and Purchase of property owned by National Heritage Foundation, Inc. and authorize the Chair to sign the Assignment.

Summary Explanation & Background:
 As contractor for the County's Environmentally Endangered Lands Program, The Nature Conservancy (TNC) has obtained an Option Agreement for Sale and Purchase for the 30± acre National Heritage Foundation, Inc. property located in the Brevard Coastal Scrub Ecosystem Florida Forever Project. The Town of Malabar has been notified of the acquisition. The property is adjacent on two sides to the 131± acre WGML/PRN property that the County is purchasing for conservation (see map). A tributary of Turkey Creek bisects the subject property. Conservation of the property would help protect water quality associated with Turkey Creek, which is a significant water body and tributary to the Indian River Lagoon.

The property is zoned RR-65, Rural Residential, by the Town of Malabar. The future Land Use is also Rural Residential. Permitted uses in the RR-65 zoning include single family residential and conditional uses include churches and other places of worship, golf course faculties, public parks and recreation and public and private utilities. The 2002 taxable and market value of the property is \$87,500 and the total ad valorem taxes billed for 2002 are \$1,474.06.

George Goodman, MAI, and Clark Maxwell, MAI, appraised the property in accordance with EEL and State guidelines. The purchase price is \$440,000 and does not exceed the State approved appraised value. National Heritage Foundation, Inc., a non-profit Georgia corporation, obtained the property by donation in 1998 from the Jack A. and Dolores L. Swartz Revocable Trust (Trust). The donation was valued at \$440,000. The Trust obtained the property in 1991 from Jack A. and Dolores L. Swartz, individually, who purchased it in 1972 for \$18,000. Although National Heritage Foundation, Inc. is a non-profit corporation, there is no requirement to sell the property for conservation. If the County does not take assignment of the option agreement, the owner has said that it will sell it to a third party who may develop it.

The option agreement provides that the purchaser will pay the survey, environmental assessment, and title insurance costs. Pursuant to the MultiParty Acquisition Agreement with the State, the County may enter into an option agreement with the State to sell the property later to receive up to 45% reimbursement for the property, or \$198,000, plus the survey costs.

Cost/Benefit Analysis: If acquired, this action will decrease the proposed 2002 ad valorem collected by \$1,474.06. Future fiscal impacts will be associated with capital improvements, site security, and land management activities. Addition of the proposed property enhances the EEL Program's ability to manage this property in the context of the other conservation lands in this region. If the property were not acquired it could be developed in accordance with the current zoning that would allow up to 20 single-family residences, or developed for other conditional uses as outlined above. There are approximately 10 acres of wetlands that may require regulatory on-site or off-site mitigation, thus limiting the development potential. Approval of this action meets the goals of conserving natural resources and creating and supporting cooperative partnerships.

In approving this agenda item the Board of County Commissioners has determined this financial transaction serves a public interest, and is a lawful action.

Contact Anne Birch, EEL Program Manager at abirch@brevardparks.com

Exhibits Attached:
 Assignment of Option (2 originals), Option Agreement, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office Department
 Tom N. Jenkins, County Manager Charles S. Nelson, Director, Parks & Recreation Department



BERNADETTE S. TALBERT, Clerk to the Board, 400 South Street, P.O. Box 999, Titusville, Florida 32781-0999 Telephone: (321) 264-6970 Fax: (321) 264-6972

March 20, 2003

MEMORANDUM

TO: Charles Nelson, Parks and Recreation Director, Attn: Anne Birch

RE: Item VI.B.4., Assignment of Option to Purchase Agreement with The Nature Conservancy for Property Owned by National Heritage Foundation, Inc.

The Board of County Commissioners, in regular session on March 18, 2003, executed Acceptance by Assignee of an Option Agreement for Sale and Purchase of property owned by the National Heritage Foundation, Inc. Enclosed is the original Acceptance for your action.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Bernadette S. Talbert, Deputy Clerk

Encl. (1)

cc: Contracts Administration
Budget
Finance

*original package - Anne B.
cc: Bernadette Talbert - original file
Clerk file*

2003 MAR 28 PM 12:13

PARKS & REC.
BREVARD CO.
GOVT. CTR.

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 3 day of December, 2002, between BREVARD COUNTY, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940, as "Seller", and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, as "Purchaser." Purchaser's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser the exclusive option to purchase certain real property which Seller has optioned from WGML Investments, Ltd. and PRN Real Estate & Investments, Ltd., both Florida limited partnerships, located in Brevard County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements and appurtenances and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on Seller upon Seller's execution of the Agreement, but Seller's obligations under this Agreement are contingent upon Seller acquiring title to the Property prior to the closing of the transaction. Exercise of the option is subject to approval by Purchaser and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by DSL from the Comptroller of the State of Florida. The option may be exercised during the period beginning with Purchaser's approval of this Agreement and ending 210 days after Purchaser's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event Purchaser's funds in the amount of the Purchase Price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property is One Million Eighty Thousand and 00/100 Dollars (\$1,080,000.00) which, after reduction by the amount of the Option Payment, will be paid by state warrant at closing to Seller or Seller's designated agent who meets the requirements of Section 259.041(18), Florida Statutes. The Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Purchase Price by Purchaser and upon confirmation that the final Purchase Price is not in excess of 45% of the maximum value of the Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). The determination of the final DSL Approved Value and the final Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Purchase Price, as reduced by this paragraph, exceeds 45% of the DSL Approved Value of the Property, the Purchase Price will be further reduced to 45% of the DSL Approved Value of the Property. If the final adjusted Purchase Price has changed as a result of the final DSL approved survey required by paragraph 5., the Purchase Price shall be adjusted to equal the lesser of i) 45% of the Seller's original purchase price to acquire the property or ii) 45% of the final DSL Approved Value of the Property.

4.A. **ENVIRONMENTAL SITE ASSESSMENT.** Seller shall, at its sole cost and expense and within 60 days of Purchaser's approval of this Agreement, furnish to DSL an environmental site assessment of the Property which meets the standards and requirements of DSL. It is Seller's responsibility to ensure that the environmental consultant contacts DSL regarding these standards and requirements. Seller shall use the services of a competent, professional consultant with expertise in the environmental site assessment process to determine the existence and extent, if any, of Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.). The environmental site assessment shall be certified

to Purchaser and the date of certification shall be within 180 days before the date of closing, unless this 180 day time period is waived by DSL.

4.B. **HAZARDOUS MATERIALS.** In the event that the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 5% of the DSL Approved Value, Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The contractual limitation on Seller's contractual obligation to indemnify Purchaser and clean up the Property as specified in this paragraph 4.B. shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Laws for Hazardous Materials located on the Property.

5. **SURVEY.** Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. In addition, Purchaser shall reimburse Seller for the cost of the survey obtained from Allen Engineering, Inc. at the time Seller acquired the Property, in the amount of \$17,090.00, upon Seller's submission of the necessary documentation to DSL which evidences payment in full of the Survey costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

6. **TITLE INSURANCE.** Seller shall, at Seller's sole cost and expense and within 60 days of Seller's execution of this Agreement, furnish to DSL a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title of Purchaser to the Property in the amount of the purchase price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

7. **DEFECTS IN TITLE.** If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor (except that Seller shall not be required to bring any lawsuits to eliminate defects in title). If

Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed upon by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to cure the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a deed in accordance with Section 125.411, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property.

The Purchaser, by way of this Agreement, hereby petitions the Seller for the release of the mineral rights reserved by the Seller pursuant to Section 270.11, Florida Statutes. The basis for the release is that the Purchaser requires these rights for more effective management in the preservation of the Property and the Purchaser is also governed by Section 270.11, Florida Statutes. These mineral rights are to be conveyed at closing to the Purchaser at no additional cost by deed in accordance with Section 125.411, Florida Statutes.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Purchaser shall prepare the deed described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit on DSL forms.

10. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required to be provided by Seller under this Agreement within 10 days after receipt of all of the required items. Seller will have 10 days thereafter to cure and resubmit any rejected item. In the event Seller fails to timely deliver any item, or DSL rejects any item after delivery, DSL may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which DSL deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If the Trustees acquire fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Trustees acquire fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller ("defects"), the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed \$20,000.00 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments

required by this Agreement shall be revised by, or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE DECEMBER 31, 2002 THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, (2) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF A SUM WHICH IS EQUAL TO 45% OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (3) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: Jackie Colon
Jackie Colon, Chairperson

As approved by the Board on 12/03/02

(Official Seal)

ATTEST: Scott Ellis
Scott Ellis, Clerk

PURCHASER

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: _____
DEBORAH POPPELL, CHIEF, BUREAU OF LAND ACQUISITION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Witness as to Purchaser

Witness as to Purchaser

Date signed by Purchaser

Approved as to Form and Legality
By: William C. Robinson
DEP Attorney
Date: 7-10-03

Reviewed for legal form and content:

Eder Bentley - See comments
Assistant County Attorney

Date: 11/2/02
6

STATE OF FLORIDA)
)
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3rd day of December, 2002, by ~~Truman S. Colon Scarborough~~ ^{Person} and Scott Ellis as Chairman and Clerk, respectively, for and on behalf of the Board of County Commissioners of Brevard County, Florida. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)



Bernadette S. Talbert

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by Deborah Poppell, Chief, Bureau of Land Acquisition, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

STATE OF FLORIDA)
COUNTY OF BREVARD)

Before me, the undersigned authority, personally appeared Jackie Colon ("affiant"), this 18
day of June, 2003, who, first being duly sworn, deposes and says:

1) That affiant is the Chairperson of the Board of Commissioners of Brevard County, a political subdivision of the State of Florida, as "Seller", whose address is 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
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Non-Applicable. Seller is Brevard County, a political subdivision of the State of Florida.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
TBD		Title Insurance	TBD
TBD		Environmental Site Assessment	TBD
Allen Engineering, Inc.	106 Dixie Lane Cocoa Beach, FL 32931	Survey	TBD

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the

Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
WGML Investments, Ltd and PRN Real Estate & Investments, Ltd., both Florida Limited sale to Brevard County	April 30, 2003	Option Agreement for Sale and Purchase	\$2,400,000.00 (Purchase Price)

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Jackie Colon
 Jackie Colon, Chairperson Board of County Commissioners Brevard County, Florida
 As approved by the Board on 12/03/03

STATE OF FLORIDA)

COUNTY OF BREVARD)

SWORN TO and subscribed before me this 18 day of June, 2002, by Jackie Colon, as Chairperson, for and on behalf of the Board of Commissioners of Brevard County, a political subdivision of the State of Florida. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Christine K Burns
 Notary Public
Christine K. BURNS
 (Printed, Typed or Stamped Name of Notary Public)
 Commission No.: CC 914216
 My Commission Expires: 2/28/04

BLA-133 REVISED 10/98



Meeting Date
May 7, 2002



AGENDA	
Section	CONSENT
Item No.	

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Acquisition of WGML Investments, Ltd. and PRN Real Estate & Investments, Ltd. property in the Brevard Coastal Scrub Ecosystem Florida Forever Project

DEPT. / OFFICE: Parks & Recreation Department
 Environmentally Endangered Lands (EEL) Program

Requested Action:

1. Board approval of the Assignment of Option for Sale and Purchase of the WGML Investments, Ltd. and PRN Real Estate & Investments, Ltd. property and authorization for the Chairman to sign the Assignment of Option for Sale and Purchase; 2. Authorize staff to exercise the Option for Sale & Purchase on or before 120 days from the date of Board approval of the Assignment of the Option; 3. Authorize staff to work with the Town of Malabar on the sale of a portion of the WGML Investments, Ltd. and PRN Real Estate & Investments, Ltd. property to the Town for a stormwater pond, according to the recommendations of the SMC and the conditions outlined in Attachment B.

Summary Explanation & Background:

The WGML Investments, Ltd. and PRN Real Estate & Investments, Ltd. property (formerly known as the BML/PRN Investments property) was recommended for acquisition by the EEL Selection and Management Committee as part of the approved 2000 Amendment to the Brevard Coastal Scrub Ecosystem project. The property is located in the Town of Malabar and the Town has been notified of this agenda report. It is approximately 131.87± acres in size (see map). The property is a mosaic of natural communities, including sand pine scrub, oak scrub and forested wetland and provides important watershed protection for Turkey Creek. One parcel of the property is adjacent to 100 acres purchased in 2000 by the Town of Malabar for its Greenways and Trails Program, which in turn, is contiguous to the Malabar Scrub Sanctuary. The Nature Conservancy negotiated the Option Agreement, pursuant to its contract with Brevard County. The attached Option Agreement differs from the Board approved Option Agreement form in several respects, which are outlined on the Attachment A of the agenda report. Clark Maxwell, MAI, and George Goodman, MAI appraised the property. The purchase price is \$2,400,000 and does not exceed the approved appraised value. The property is eligible for reimbursement by the Florida Division of State Lands (DSL) of up to 45% of the purchase price pursuant to the existing Multi-Party Acquisition Agreement with the DSL. Staff will work with the State on an Option Agreement to receive this reimbursement. This state Option Agreement will be brought before the Board for approval. Funding for the Florida Forever Program is uncertain due to budget constraints. A prompt commitment of funds for this transaction by the State will help secure the reimbursement funds to the County.

The Town of Malabar has been working with the SJRWMD, Surface Water Improvement and FEMA to locate a stormwater pond of up to 20 acres in size north of Malabar Road. The Town is considering several options for location of the pond and has recently asked that the County consider a sale of a portion of the WGML Investments, Ltd. and PRN Real Estate & Investments, Ltd. property, should acquisition of all other feasible properties fail. Attachment B outlines the EEL Selection & Management Committee's recommendation and the fiscal impacts of this action.

COST/BENEFIT ANALYSIS: This action authorizes \$2,400,000 from Business Area 3213 Cost Center 340050 for land acquisition. Future fiscal impacts include receipt of reimbursement funds from the state of up to 45% of the County's acquisition costs of that portion of the property in County ownership at the time an Option is signed with the State. Any sale of a portion of the property to a third party, prior to entering into an Option with the State, will reduce the reimbursement amount received by the County. Future fiscal impacts also include site security and appropriate land management activities. Meets the goals of conserving natural resources and creating and supporting cooperative partnerships.

In approving this agenda item the Board of County Commissioners has determined this financial transaction serves a public interest, and is a lawful action.

Contact Anne Birch, EEL Program Manager at abirch@brevardparks.com

Exhibits Attached:
 Option Agreement (one original), Assignment of Option (two originals), Map of Property, Attachments A & B

Contract /Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office Tom N. Jenkins, County Manager	Department Charles S. Nelson, Director, Parks & Recreation Department
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May 8, 2002

MEMORANDUM

TO: Charles Nelson, Parks and Recreation Director Attn: Anne Birch

RE: Acceptance of Assignment of Option Agreement with The Nature Conservancy for
Brevard Coastal Scrub Ecosystem Florida Forever Project

The Board of County Commissioners, in regular session on May 7, 2002, executed Assignment of Option Agreement with The Nature Conservancy for acquisition of property owned by WGML Investments, Ltd. and PRN Real Estate & Investments, Ltd. in the Brevard Coastal Scrub Ecosystem Florida Forever Project; authorized staff to exercise the Option for Sale and Purchase on or before 120 days from the date of Board approval of the Assignment of Option Agreement; and authorized staff to work with the Town of Malabar on the sale of a portion of the property to the Town for a stormwater pond, according to the recommendations of the EEL Selection and Management Committee and conditions outlined in Attachment B. Enclosed are one original and one fully-executed copy of the Assignment of Option Agreement, and original Exhibit A, Addendum, and First Amendment to the Option for Sale and Purchase for your necessary action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Bernadette Talbert, Deputy Clerk

/tjr

Encls. (5)

cc: Contracts Administration
Finance

Appendix M:
Arthropod Control Plan



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD MANAGEMENT PLAN - PUBLIC LANDS

Chapters 388.4111, F.S. and 5E-13.042(4)(b), F.A.C.
Telephone: (850) 922-7011

For use in documenting an Arthropod control plan for lands designated by the State of Florida or any political subdivision thereof as being environmentally sensitive and biologically highly productive therein.

Name of Designated Land: Brevard County EELS Program – Sites include the following impoundments: From C-2 North, C-2 South, C-2A, Jefferson Marsh area, Crystal Lakes area, to Honest Johns Area.

Specific sites include:

- | | |
|-----------------------------|-------------------------------------|
| 1. Ocean Ridge Sanctuary | 15. Grant Flatwoods |
| 2. Coconut Point | 16. Indian Mound |
| 3. Hog Point Cove | 17. Indian River Sanctuary |
| 4. Washburn Cove | 18. Johnson (Hall Road) |
| 5. Maritime Hammock area | 19. Jordan Scrub Sanctuary |
| 6. Barrier Island Sanctuary | 20. Kabboord |
| 7. Hardwood Hammock | 21. Kings Park |
| 8. 1000 Islands | 22. Malabar Scrub Sanctuary |
| 9. Capron Ridge area | 23. Micco Scrub Sanctuary |
| 10. Crane Creek | 24. North Buck Lake Scrub Sanctuary |
| 11. Cruickshank | 25. Pine Island Conservation Area |
| 12. Dicerandra Scrub | 26. Scottsmoor Flatwoods Sanctuary |
| 13. Enchanted Forest | 27. Southlake Conservation Area |
| 14. Fox Lake | 28. Sykes Creek |

Is Control Work Necessary: Yes No

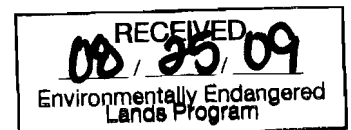
Location: Brevard County Florida

Land Management Agency: Environmentally Endangered Lands Program
Mike Knight, Program Manager
91 East Drive
Melbourne, FL 32904

Are Arthropod Surveillance Activities Necessary? Yes No

If "Yes", please explain:

According to the Florida Administrative Code 5E-13 surveillance shall be conducted to determine the species and numbers of both pestiferous and disease bearing arthropods. Our surveillance program provides information as to species and amounts of mosquitoes which may require larviciding.



Which Surveillance Techniques Are Proposed?
Please Check All That Apply:

- Landing Rate Counts Light Traps Sentinel Chickens
 Citizen Complaints Larval Dips Other

If "Other", please explain:

Arthropod Species for Which Control is Proposed: *Aedes taeniorhynchus*
Aedes sollicitans
Culex nigripalpus (ground treatment only)
Culex salinarius

Proposed Larval Control:

- Number of dips per site: 3+ per location at specific site.
Proposed larval monitoring procedure: When 10% or more of the dips are positive for mosquito larvae, control action will typically be taken
Are post treatment counts being obtained: Yes No

Biological Control of Larvae:

- Might predacious fish be stocked: Yes No
Other biological controls that might be used:

Material to be Used for Larviciding Applications:

(Please Check All That Apply:)

- Bti (*Bacillus thuringiensis israeliensis*)
 Bs (*Bacillus sphaericus*)
 Methoprene
 Non-Petroleum Surface Film
 Other, please specify:

Please specify the following for each larvacide:

Chemical or Common name: BTI (=VectoBac)

Bs (= Vectolex)

Ground Aerial

Rate of application: 12 lb-18lb/acre = VectoBac

Method of application: liquid by hand or granular by air.

Proposed Adult Mosquito Control:

Aerial adulticiding Yes No

Ground adulticiding Yes No

Please specify the following for each adulticide: N/A

Chemical or common name: Dibrom/ Permethrin

Rate of application: 0.6 oz/acre (Dibrom), 0.5 oz/acre (Permethrin)

Method of application: Ultra low volume

Adult mosquito control will be conducted only if requested, or if populations are above background.

Proposed Modifications for Public Health Emergency Control:

BMCD may request special exception to this plan during a threat to public or animal health declared by State Health Officer or Commissioner of Agriculture.

Proposed Notification Procedure for Control Activities: Approval of this plan is intended as notification.

Records:

Are records being kept in accordance with Chapter 388, F.S.:

Yes No

Records Location: In District office Titusville.

How long are records maintained: 5+ Years

Vegetation Modification: Yes No

What trimming or altering of vegetation to conduct surveillance or treatment is proposed?

Minor trail trimming for surveillance and for ground larviciding will be done as needed.

Some herbiciding with AquaStar, Reward or Rodeo for control of *exotic* vegetation will be carried out only as needed.

Proposed Land Modifications: Yes No

Is any land modification, *i.e.*, rotary ditching, proposed: Yes No

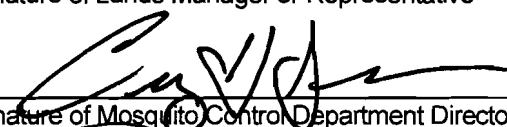
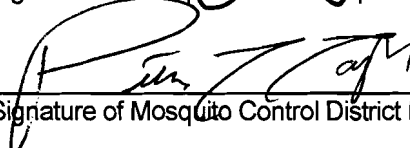
Include proposed operational schedules for water fluctuations: Impoundments managed under RIM program (Rotational Impoundment Management), controlling water levels in impoundments from June-Oct. (sometimes as early as May), depending on water level in Indian River Lagoon system. Impoundments open to the lagoon during other months of year.

List any periodic restrictions, as applicable, for example peak fish spawning times: NA

Proposed Modification of Aquatic Vegetation: Yes No

Land Manager Comments:

Arthropod Control Agency Comments:

_____ Signature of Lands Manager or Representative	_____ Date
 Signature of Mosquito Control Department Director	8/12/09 Date
 Signature of Mosquito Control District Director	8/12/09 Date