

MANAGEMENT PLAN

Thousand Islands Conservation Area



Florida Communities Trust Project No. 06-080-FF6

**Prepared by the City of Cocoa Beach and the Brevard County Environmentally
Endangered Lands Program**

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EXECUTIVE SUMMARY

The Thousand Islands are a unique property located west of the City of Cocoa Beach, Brevard County. The acquisition consists of two parcels (owners: Reynolds 275 ac and Crawford 61ac.). The Islands are primarily an aquatic resource (336 ac total, with an estimated 66 acres of upland and 270 acres of emergent wetland and submerged lands). Geologically, the Islands are the remnant of an old tidal delta overwash fan, where many years ago a massive storm breached the barrier island and the resulting sediments were slowly colonized by the emergent and submerged vegetation seen there today.

The close juxtaposition of these islands to the highly urbanized Brevard County barrier island offers a wealth of recreational opportunities to residents and visitors alike. The City of Cocoa Beach has an active interest in this site as a recreational resource, and has provided an access point at their Ramp Road Park, adjacent to the acquisition. However, an overriding concern for the area is preservation of its unique biodiversity. These wetlands are a critical part of the overall health of the Banana River and larger Indian River Lagoon system. Acquisition and management of the Islands by the Brevard County Environmentally Endangered Lands (EEL) Program for both biological diversity and passive recreation will enhance the other publicly-owned islands in the area (State and City of Cocoa Beach).

The stated goals of the EEL Program include conservation and preservation of biodiversity, provision of passive recreation and public access and education. The Thousand Islands contain natural resource amenities to fulfill all of these goals, such as significant upland and marine aquatic resources, and a number of listed species which have already been documented here. However, invasion by exotic plants (primarily Brazilian pepper and Australian pine) present management problems, and significant resources will have to be devoted to solving this problem. Passive recreational opportunities for the Islands are inviting. Plans include boardwalks and an observation tower both on the mainland portions and on the Islands themselves. An adjacent public boat ramp and park offers parking, picnic tables, restrooms and other amenities.

I. INTRODUCTION

The Thousand Islands Conservation Area is a unique property within the largely urbanized City of Cocoa Beach. Located in the Banana River immediately west of the developed area of the city, the Thousand Islands include an extensive area of mangrove islands (tidal swamp community) and shallow open water vegetated by seagrass. The seagrass community has been identified by the Florida Natural Areas Inventory (FNAI) as an “imperiled” community in Florida. Many of the Islands include higher areas that often feature the maritime hammock community. The maritime hammock community has also been identified by the FNAI as an “imperiled” natural community in Florida. Several rare, threatened or endangered plant species are also found on the Islands. The Project Site is 336 acres (Crawford parcel: 61 ac and Reynolds parcel: 275 ac) in size with approximately 20% (68 acres) identified as uplands, primarily consisting of dredge spoil and maritime hammock and approximately 80% (268 acres) jurisdictional and potentially sovereign submerged lands or wetlands. The waters in the vicinity of the Project Site are Class III waters of an Aquatic Preserve and are included within the boundaries of the Indian River Lagoon Surface Water Improvement and Management (SWIM) program and the Indian River Lagoon National Estuary Program. The site is also located within a Strategic Habitat Conservation Area for listed wading birds.

This project is part of a long-term effort to acquire and conserve the Thousand Islands. Previous acquisitions through the Conservation and Recreation Lands (CARL) program in the late 1980s acquired privately owned lands in the northern portion of the Thousand Islands. The project location map is shown in Figure 1, and separate aerial views of the proposed parcels are shown in Figures 2 and 3.

The City of Cocoa Beach submitted an application to the Florida Communities Trust (FCT) program to acquire this property in June 2001 and again in 2006. The City requested that the EEL Program be the recipient of grant funds from FCT and become the managing entity. The Crawford parcel was acquired by EEL in 2006, and the Reynolds parcel was acquired in 2008. Acquisition partners include the City of Cocoa Beach and The Conservation Fund. No further acquisitions are planned for the site. The EEL Program will be the lead agency in implementing the final management plan. The City and the EEL Program will share responsibility for developing the final management plan. The draft management plan has been developed to ensure that the Project Site will be managed in accordance with the Grant Award Agreement and in furtherance of the grant application. The Project Site is adjacent to the City of Cocoa Beach's Ramp Road Park and adjacent mangrove islands to the west owned by the State of Florida. West of the project site are the open waters of the Banana River, while east of the site is the developed area of the City of Cocoa Beach. These types of urbanized areas can conflict with management of a natural area like the Thousand Islands, but Best Management Practices instituted by the City of Cocoa Beach could alleviate potential problems, such as stormwater runoff.

The management plan includes a conceptual master site plan, management objectives for the project site, and goals and objectives from the City's and Brevard County's

comprehensive growth management plan that are related to the management of the project site. Physical improvements planned for the project site were reviewed to identify any permits required to implement proposed land alterations in construction of recreational facilities and the effects of:

- ❖ easements,
- ❖ concessions,
- ❖ lease agreements,
- ❖ key management activities on natural resources,
- ❖ archeological and historical resource protection,
- ❖ education programs,
- ❖ greenway management and connectivity,
- ❖ coordination of management activities with other agencies and entities,
- ❖ security and,
- ❖ staffing

A cost estimate to implement the management plan was prepared based on the items reviewed above and the priorities selected from elements of the Plan. Provisions for monitoring the health of the natural resources and for measuring the progress of the management plan will be documented as well.

II. PURPOSE

The purpose of this project as described in the Florida Communities Trust application package reads as follows:

The purpose of this project is to place the remaining Thousand Islands (located on the far southern end of the island chain) under protection and management and to allow continued recreational enjoyment of these natural communities for both visitors and residents for generation(s) to come.

Management Objectives

The primary purpose for this project is manage for biodiversity/conservation, enhancement of existing natural resources and for provision of public outdoor recreation that is compatible with conservation goals. Management objectives for the project site to achieve these purposes, in order of priority, include:

- 1) preparing and implementing a strategic plan for removal/control of all exotic, invasive, or undesirable species,

- 2) protecting, preserving and restoring the tidal swamp and maritime hammock plant communities and utilizing native species in other landscape components; and,
- 3) maintaining a functional and productive conservation area while providing for public access, passive recreational activities, environmental education and other activities which are compatible and consistent with protection and restoration of the natural communities and resources found on the Project Site and adjacent areas.

Future Uses and Future Conditions

The future uses of the Project Site are as a conservation area and passive recreational park. The Project Site will be managed in perpetuity only for the conservation, protection, and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site. Accordingly, the future land use and zoning designation for the Project Site will be amended to conservation, outdoor recreation, open space, or other similar category within one year of acquiring the Project Site. In addition, the Project Site will be identified in all literature and advertising as being publicly owned and operated as a natural conservation/outdoor recreation area or other appropriate language and that the Project Site was acquired with funds from the “Florida Communities Trust Preservation 2000 Program”.

Applicable Comprehensive Growth Management Plan Directives

The following directives from the City of Cocoa Beach Comprehensive Growth Management Plan and the Brevard County Comprehensive Plan both support the Project Site management plan and are furthered by implementation of this plan.

Conservation Element

OBJECTIVE IV.2.16

The City shall implement a program of shoreline improvements and restoration on publicly owned or controlled riverfront lands, including:

- (a) The creation or restoration of vegetated shorelines on public lands;*
- (b) The removal of exotic invasive species from natural and filled shorelines; and*
- (c) The replacement of rip-rap and seawalls with naturally sloped and vegetated shorelines.*

OBJECTIVE IV.3

To conserve, appropriately use and protect native vegetative communities, fisheries, wildlife and wildlife habitat.

OBJECTIVE IV.5

To restrict activities known to threaten the habitat and survival of endangered or threatened wildlife species.

OBJECTIVE IV.8

To designate environmentally sensitive lands for protection based on State and locally determined criteria

OBJECTIVE VII.3:

To ensure that parks and recreation facilities are efficiently and effectively provided.

POLICY VII.3.11

Because of their unique importance to the quality of life and life style of the residents of Cocoa Beach, the City shall continue to pursue acquisition of additional beach front and water access parks. The City may periodically submit applications to the Conservation and Recreation Lands (CARL) and Florida Communities Trust programs for funding to acquire additional recreational lands.

Coastal Management Element**OBJECTIVE III.2**

To maintain or improve estuarine quality

In addition, the Brevard County Comprehensive Plan Objectives include the following Elements that will be fulfilled by acquisition of the Project Area.

Recreation and Open Space Element***Conservation Element******Surface Water Management Element*****III. Natural and Cultural Resources****Natural Communities**

Kozusko (2001) divides the vegetative communities found on the Project Site into three types (FNAI designations): tidal marsh (G4, S4), dredge-spoil, and maritime hammock (G3, S2). S2 is designated as "imperiled" by the State of Florida, and G3 is a designation indicating 'very rare or local throughout range'. Tidal marsh is primarily found along the margins of the islands and along ditches created by mosquito control activities. The predominant species found in the marsh are mangroves (red, white, and black) and buttonwood with some scattered areas vegetated by *Salicornia*, *Batis*, *Spartina*, and similar herbaceous marsh species. Soils are equally distributed between Canaveral

complex (Ca) indicative of dredge spoils and Tidal swamp (Ts), indicative of natural marine wetlands.

Kozusko (2001) noted that the change in elevations and soil conditions created by mosquito control activities and dredging provided an opportunity for colonization by a variety of species, resulting in increased diversity on the dredge spoil areas. Swamp privet (*Forestaria segregata*) and salt bush (*Baccharis halimifolia*) compose the majority of this community however, the exotic invasives Brazilian pepper (*Schinus terebenthifolius*) and Australian pine (*Casuarina* sp.) are also found. Kozusko (2001) also identified tropical hammocks at several locations within the Project Site. These hammocks include a variety of tropical species at or near the extreme northern end of their normal distribution such as *Amyris*, *Bursera*, *Capparis*, *Chiococca*, *Erythrina*, *Eugenia*, *Ficus*, *Randia* and others. A complete list of plant species recorded on-site is shown in Table 1.

Geologically the site is unique along the Banana River, as the many islands are arranged in a pattern indicative of a relict flood tidal delta. Several sediment cores recovered on these islands contained a sedimentological and stratigraphic pattern consistent with this interpretation (R. Parkinson, pers. comm.) While historical photography of the eastern coast of Florida indicates the presence of numerous relict flood tidal deltas, urbanization of the coastline has resulted in the loss of most of these features as a result of development and landscape-scale change. The Thousand Islands thus represent one of the last relatively undisturbed geomorphic features that contains clues as to the origin and evolution of Florida's east coast barrier island system. Also adding to site diversity are the presence of documented native-American shell middens on site.

The waters of the Banana River support a diverse assemblage of plants and animals including a number of species listed as endangered, threatened, or species of special concern. These include the manatee, eagle, wood stork, common snook, diamondback terrapin and a number of other species. Animal species recorded from the site are shown in Table 1. The waters in the vicinity of the Project Site are Class III waters, an Aquatic Preserve and included within the boundaries of the Indian River Lagoon Surface Water Improvement and Management (SWIM) program and the Indian River Lagoon National Estuary Program. Water quality in this segment of the Banana River is said to be "fair" with non-point sources being the primary source of pollutant loadings (IRLNEP, 1994; SJRWMD, 2002). This portion of the Banana River is included on the FDEP 1998 Section 303(d) list of impaired waters as the result of exceeding of dissolved oxygen and nutrient criteria. Pollutant Load Reduction Goals (PLRGs) are being developed for this and other segments of the Indian River Lagoon system by the St. Johns River Water Management District. Total Maximum Daily Loads (TMDLs) are scheduled for development for the Indian River Lagoon system by FDEP starting in 2007.

While the Project Site as a whole is a functional and highly productive part of the Banana River, much of the Project Site has been altered by human activities. In the 1950s, 1960s and 1970s most of the wetlands on the Project Site were ditched for mosquito control purposes. A network of ditches and berms remain throughout much of the Project Site,

which are the result of this activity. In addition, spoil was deposited on some of the islands as channels were constructed to provide navigation access from developed areas to the Banana River. While much of the Project Site was disturbed, a significant portion was untouched and remains largely free of invasive or undesirable vegetation.

In the intervening years, the Project Site has recovered to a certain degree from ditching and spoil placement. The shorelines of the ditches are densely vegetated with all three species of mangroves and buttonwood. The elevation of the berms varies widely, with some lower portions vegetated primarily with mangrove and transitional species while higher areas may range from dense stands of Brazilian pepper to a mix of pepper and native species to areas primarily vegetated with native species with scattered pockets of Brazilian pepper. Stands of Australian pine are found on several of the spoil areas that appear to be at a slightly higher elevation and are somewhat larger in area than the berms.

Removing or controlling exotic, invasive or undesirable species on the Project Site will be a challenge. A primary issue will be transportation of personnel and equipment to island sites. With the exception of the portion of the Project Site located adjacent to 4th Street South, the only access is by boat. Most of the Islands are located in shallow waters (with few exceptions all waters are less than 3' deep; most are less than 2' deep) where bottoms are vegetated by seagrass. These conditions further limit access to small, shallow draft watercraft. Once the shoreline of the Islands is reached, access is further complicated by dense growth of mangroves along many island shores. On the larger spoil islands within both acquisition parcels, both Brazilian pepper and Australian pine are abundant enough to warrant the use of heavy equipment for clearing. However, in light of the physical constraints on access and the sensitive habitats found on much of the Project Site, it is anticipated that much of the exotic control work will be done with chain saws and other readily portable equipment. However, the final goal is to remove all exotic plants on all portions of the site: all of the islands and the 4th St. South site.

The EEL Program will conduct or coordinate biological monitoring of the Project Site. Monitoring will occur twice annually; once during spring/summer and once during fall/winter. A photo-monitoring protocol will be established in both natural communities and restoration areas. These site visits will include a survey of the Project Site for the presence of listed plant or animal species, invasive or undesirable plant species, feral animals, or evidence of inappropriate human use of the Project Site. These visits will also assess the general overall condition of the Project Site as well as the condition and extent of the natural communities located on the project site. Monitoring will include an assessment of progress in restoration of these communities. Additional periodic inspections of the Project Site, especially to monitor for the presence of invasive or undesirable plants, are also anticipated to occur. Should a listed species be identified and confirmed as present on the Project Site, this occurrence will be reported to the Florida Natural Areas Inventory.

The primary resource enhancement activities planned for the Project Site are the removal or control of invasive or undesirable plants, particularly those species identified in the Exotic Pest Plant Council's publication List of Florida's Most Invasive Species

(Appendix A). Exotic plant species found on the Project Site are indicated within Project Site Plant Species List (Table 1).

Removal/control of exotic or undesirable species on the islands portion of the Project Site will be a gradual, long-term effort. While there is direct access to the 4th Street South portion of the Project Site the remainder of the Project Site is difficult to access, and complicated by a number of factors. In addition, exotic or undesirable species are scattered throughout the Project Site with varying degrees of infestation.

Exotic removal/control efforts will be coordinated and overseen by the EEL Program. Exotic removal/control projects will be completed by FL Dept. of Environmental Protection, Bureau of Invasive Plants grant programs or by utilizing outside contractors. However, City staff and volunteer resources could supplement these efforts. Grants and other funding assistance will be sought to fund exotic removal and control projects. Potential sources of volunteer labor include organizations such as the Marine Resources Council and Keep Brevard Beautiful.

Oversight of removal/control projects will include ensuring that staff, volunteers or contractors are adequately trained and competent in the removal or treatment of exotic species within sensitive environments such as the Project Site. The removal or treatment of exotic species shall have minimal or no impact on the natural resources on the Project Site.

Given the complexities of access, the sensitive nature of the Project Site and the limited resources available for removal or control of exotic and undesirable species an effective, efficient, comprehensive and environmentally sensitive removal/control strategy needs to be developed for the Project Site. This strategy would identify the location and extent of exotic species, removal/control strategies for each location and establish a prioritized schedule for removal/control. Development of a Strategic Plan to address removal or control of exotic or undesirable species will be one of the initial efforts undertaken under this management plan. Development of this strategy will be joint effort between EEL and the City. The Strategic Plan for exotic plant removal shall include a phased approach which shall be agreed upon by the City and the EEL Program. Removal of Australian pine on this site will include replanting of native vegetation and where appropriate, natural recruitment of native vegetation. The success of the replanting shall be measured by the ability of the native plants to sustain themselves on-site without artificial watering. The vegetative structure that is typical of this type of habitat is significantly lower than the current height of the Australian pines. For this reason, the native vegetation should not be compared against the height of the existing Australian pines as a measure of recruitment success.

There has been extensive discussion about removal of Australian pines, which are viewed by some of the public as a valuable resource, both for roosting/nesting birds and for the shade and aesthetic amenities they provide. The EEL Program and City of Cocoa Beach will undertake to educate the public about this issue, and with this in mind, removal of Australian pines will be staged over time. Trees that are active nesting trees will be left

in place until nesting season is over. Appropriate replacement native trees will be planted that will provide shade and/or nesting/roosting space.

Some of the areas where exotic, invasive, or undesirable plants are treated or removed will be revegetated with appropriate native species such as mangroves, sabal palm, palmetto, seagrape, wax myrtle, Florida privet and similar species. In many areas, natural recruitment and revegetation will likely be the primary method of restoration following removal of exotic species. It is anticipated that both the exotic removal and any replanting will be a long-term project, in accordance with the Strategic Plan.

Quantities of trash and debris may be found on several of the Islands. Through the “Adopt-a-Shoreline” program coordinated by Keep Brevard Beautiful, portions of the Project Site have been adopted by Cocoa Beach residents who regularly remove trash and debris. The City’s Ramp Road Park, located adjacent to the Project Site, is a “check-in” site for both the Ocean Conservancy Coastal Cleanup, an annual event that occurs in the fall and the Great American Cleanup, another annual event that occurs in the spring. Both events are nationwide efforts coordinated locally by Keep Brevard Beautiful. In recent years, a large amount of trash and debris has been removed from the Project Site and adjacent areas during these events. In addition to these events, Keep Brevard Beautiful also has an ongoing anti-littering education and public involvement program. The City of Cocoa Beach has supported and participated in the cleanup events in the past and anticipates continuing support and participation in the future. The City will also continue to support Keep Brevard Beautiful’s education programs and the “Adopt-a-Shoreline” program, encouraging residents to participate in these programs as well.

IV. RESTORATION

The major restoration work on site will be removal of exotic plants, and an estimated 25 ac of these (primarily Brazilian pepper and Australian pine) are present. A significant potential also exists for wetland /hydrologic restoration. The numerous mosquito ditches and dredge channels will be carefully evaluated to see if either hydrologic or resource enhancement can be achieved by backfilling ditches with existing spoil piles. This could result in wetland (either emergent or submergent) plant community reestablishment. All restoration activities will be jointly evaluated by the EEL Program and the City. The recreational value of these channels for canoe/kayak travelers shall be considered prior to any backfilling projects. Finally, certain portions of the Thousand Islands could offer suitable habitat for shorebirds following appropriate and selective restoration. These species need relatively barren, sandy sites, with shoreline frontage, as areas for nesting and/or resting and feeding. The most logical choices might be on some of the smaller island(s) with sufficient elevation. However, public access to such sites would have to be restricted during nesting season.

The Thousand Islands is located within an FWCC Strategic Habitat Conservation Area for listed wading birds. The managing entities will coordinate with the FWCC in protecting all listed species and their habitats. Wading bird habitat is also a management priority and efforts to enhance both feeding and nesting habitat for these species may

include:

- 1) vegetation management to eliminate pathways to roosting/nesting sites by mammalian predators
- 2) provide nesting habitat where it is lacking by installation of nest boxes or platforms

V. NUISANCE AND FERAL ANIMALS

While nuisance animals (primarily feral cats) have been reported in nearby areas there is no evidence that feral animals are present or are impacting wildlife resources or habitat on the Project Site. Should regular monitoring or periodic site visits indicate that feral animals are present or that impacts from feral animals are occurring, assistance will be sought from Brevard County Animal Control to institute appropriate control methods.

Similarly, raccoons are among the wildlife present on the project site. At this time, there is no evidence that the raccoon population is excessive or is impacting other wildlife resources, habitat or residents in the vicinity of the Project Site. Should regular monitoring or periodic site visits indicate that the raccoon population is excessive or causing impacts to other resources or nearby residents, advice and assistance will be sought from Brevard County Animal Control and Florida Fish and Wildlife Conservation Commission on appropriate measures to address these problems

VI. LISTED PLANT SPECIES

Two listed plant species have been documented on the Project Site: *Opuntia stricta* and *Tillandsia utricularia*, although the latter species may now be extirpated (T. Kozusko, pers. comm.). Based upon the community types, maritime hammock could contain other listed species and this community will be carefully evaluated with this in mind. Proposed exotic plant species control activities will enhance the available habitat for *Opuntia stricta*. A complete list of plant species found of the project site is shown in Table 1.

VII. LISTED ANIMAL SPECIES

A number of listed animal species have been noted on-site. These include:

Fishes: 1 species

Birds: 12 species

Reptiles: 3 species

Mammals: 2 species

These species are denoted within Table 1.

A complete list of documented animal species for the Thousand Islands is found within Table 1- Project Site Animal Species Observed. All animal species on site, with the possible exception of fishes, should benefit from proposed exotic plant removal projects. A number of listed species could potentially be found on-site, including many shore and

water birds. Also, the loggerhead turtle and the mangrove rivulus might be expected on-site. The Project Site is within a known Strategic Habitat Conservation Area, as identified by the Florida Fish and Wildlife Conservation Commission (FWCC). Project site managers will coordinate closely with FWCC and USFWS in protection of listed species.

VIII. INVENTORY OF NATURAL COMMUNITIES

Site managers propose a thorough survey and biological assessment within one-year of site acquisition. Thereafter, twice-yearly site monitoring will be conducted, which effort will include monitoring for exotic plants. As on other EEL Sanctuaries, a procedure exists to notify FNAI of any listed species sightings. Reporting forms for FNAI species-reporting are found in Appendix B.

IX. ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

Observations by local residents with some training and interest in archaeology had indicated previously that there may be archaeological resources present on the Project Site, and a recent survey of the site by Thomas Penders (a local archaeologist) indicated that shell middens are present on the Thousand Islands. These sites were not deemed 'significant' and date to the St. Johns Period (Thomas Penders, pers. comm.) In the event that archeological or historic resources are discovered at the Project Site, the Department of State, Division of Historical Resources, Bureau of Historic Preservation will be notified. The collection of artifacts or the disturbance of archaeological and historic sites will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The management of archaeological and historic resources will comply with the provisions of Chapter 267, Florida Statutes, specifically Sections 267.061 (2)(a) and (b), and sites will be stabilized/protected as needed. Prior to any construction on the undeveloped portions of the Project Site, the EEL Program will take measures to determine the presence of any archaeological sites. Typical measures will be to invite staff of regional universities or members of chartered archaeological organizations to survey the area to be disturbed for evidence of archaeological artifacts.

X. SITE DEVELOPMENT AND IMPROVEMENT

Following acquisition, a sign (minimum 3'x4') will be placed at the City of Cocoa Beach's Ramp Road Park informing passersby and users of this park that the adjacent Project Site has been acquired by the EEL Program, the City and Florida Communities Trust (Figure 6). A similar sign will be placed at the 4th Street South portion of the project site. This sign will also alert the community that restoration activities will commence on the project site in the near future. Longer term, permanent signs will be placed at both Ramp Road Park and 4th Street South identifying the Project Site as an EEL Sanctuary and City of Cocoa Beach public park, acquired and developed in partnership with Florida Community Trust.

XI. EXISTING AND PROPOSED PHYSICAL IMPROVEMENTS

Improvements Intended on Site

In addition to the resource enhancement, activities discussed elsewhere in this management plan, improvements intended on the Project Site include the following:

SCENIC OVERLOOK AND NATURE TRAIL

A bench will be located along 4th St. South in an area that provides a vista of the adjacent waterway and Islands. This will be incorporated within the proposed nature trail, and a roughly 1/3-1/2 mile unpaved nature trail will be developed on the uplands portion of the Reynolds parcel. Another trail may be provided on Reynolds 1.

CANOE/KAYAK TRAIL

A canoe/kayak trail will be developed within the Project Site and adjacent waters to assist users in accessing and touring the Project Site. A brochure/map will be developed to assist users in following the trail and educate users about the various natural resources found along the trail as well as ongoing conservation or restoration activities. As the trail is developed, a few discrete markers will likely be placed in strategic locations to assist users in following the trail. Access to the trail will be the existing Ramp Road and Cocoa Beach Golf Course canoe launches.

CANOE/KAYAK LAUNCH RAMP

Presently the motorized boat and canoe/kayak (newly constructed in 2008) launch ramps and ancillary facilities at the City's Ramp Road Park appear to be adequate to serve all users of this facility. The existing Ramp Road Park currently provides parking (30 spaces), bike racks, restrooms, trash cans, picnic facilities and benches, and should serve the needs of Islands' site visitors (Fig. 6). An additional canoe/kayak launch was constructed at Ramp Road by the City in 2008 (Fig. 6).

OBSERVATION TOWER

After evaluation, consideration will be given to this type of permanent structure(s) at island locales that will have the least environmental impact but will still provide the best vista.

STORMWATER IMPROVEMENTS

To mitigate storm runoff impact to the lagoon adjacent to the Thousand Islands, a shallow swale system will be constructed to capture roadway runoff from 4th Street South parcel. This swale will be constructed between the roadway and the existing sidewalk. Curb cuts will be used to divert this runoff to the swales, but the existing storm sewer system will be left intact to avoid flooding during heavy rain events. The City of Cocoa Beach has developed/adopted a Stormwater Master Plan and is working closely with SJRWMD and FDEP/EPA on implementing large-scale projects to reduce storm runoff volume and impervious surface throughout the City. Additionally, the City uses routine best management practices to prevent pollution to its receiving waters. Within the residential areas surrounding the Thousand Islands, the City sweeps all curbs twice monthly and has installed catchbasin filters on stormdrains assessed as receiving heavy debris e.g. heavily treed areas. The City

has a strong public outreach program to educate residents that stormdrains are a direct connection between the land and water and to therefore keep curbs clean. The City's Green Business program educates yard care professionals to blow grass clippings back on the lawn and never to fertilize when rain is imminent. The City's canal dredging program removes decades-old urban muck from the canals, keeping this sediment from being transported out to the lagoon's seagrass beds. This dredging program is supported by the Indian River Lagoon National Estuary Program (IRLCCMP). Through upstream projects that reduce runoff and pollutant volume, the City anticipates a reduction over time in the need to dredge.

HAZARD MITIGATION

The Project Site is located within a Coastal High Hazard Area. The proposed infrastructure (benches, kiosks, boardwalks, signage, etc.) will be constructed to the City of Cocoa Beach building codes, which takes into consideration the High Hazard location.

No additional alterations or improvements are anticipated at the Project Site. In the event that additional alterations or improvements to the Project Site are considered in the future these alterations or improvements shall be compatible and consistent with the purposes and management objectives of this plan. The EEL Program will request written approval from the Florida Community Trust before undertaking any site alterations or physical improvements that are not addressed in the approved management plan.

XII. EDUCATION SIGNS

INFORMATIONAL/EDUCATIONAL SIGNAGE

Presently there are two educational kiosks and manatee protection/regulatory signage and information located at the City of Cocoa Beach's Ramp Road Park. Portions of these kiosks will be used to provide information about the Indian River Lagoon system and the Banana River, natural resources found on the Project Site, conservation and restoration activities planned or underway, the canoe/kayak trail, current or pending events related to the Project Site and other related information. A small kiosk containing similar information will be placed at the 4th Street South portion of the Project Site. Additionally, smaller kiosks and/or educational panels can be placed on boardwalks, overlooks etc. on the mainland or on the Islands themselves.

XIII. EDUCATION PROGRAM

Both the City and the EEL Program are committed to providing ongoing educational programs at the Project Site that will be aimed at reaching the various age groups within the community from grade school children through senior citizens. In the initial phases of the project, during which primary activities on the Project Site will be

exotic species removal, landscaping with native plants, boardwalk, observation platform, and similar low-impact amenities, the educational program will consist of:

- Newspaper articles and feature stories to inform the public about the preserve and plans for its development and restoration of natural habitats.
- Education of project volunteers regarding their specific tasks (example: exotic species removal procedures).

Once the Project Site has been dedicated and is officially open for public use, an ongoing educational program will begin. Key components of the program will be:

- Informational kiosks.
- Plant identification signs.

Regularly scheduled classes, lectures, and tours that will be conducted by the EEL Program, City staff, volunteers, biologists, community organizations, and teachers from area schools. The EEL Program has a full-time education coordinator on staff, and this individual will commit to supplying at least 12 environmentally-related programs per year, on-site. These programs will likely involve water-borne activities, wherein attendees visit the site via boat(s).

The primary focus of these programs will be to educate the public about these aspects of the project site:

- ecosystems (lagoon, tidal swamp, wetlands, freshwater pond, maritime hammock)
- pollution prevention through stormwater management
- habitat protection and restoration efforts
- native plant and animal species
- canoe and kayak safety

This educational component is considered one of the most important benefits of this project, as it will provide an ongoing opportunity for residents and visitors to learn about the value of preserving these fragile barrier island ecosystems.

XIV. PERMITS

Site plan approval for the project as a whole is required by the City of Cocoa Beach prior to the issuance of permits for development of recreational facilities.. Construction of boardwalks, docks, or overlooks may require wetland impact permits from St. Johns River Water Management District and U.S. Army Corps of Engineers.

XV. EASEMENTS, CONCESSIONS, AND LEASES

No easements, concessions, or leases have been identified or are proposed on the Project Site. Should easements, concessions, or leases be considered at some future time any such easement, lease, or concession shall be compatible and consistent with the purposes and management objectives of this management plan. In the event that an easement,

lease, or concession is considered for the Project Site, the EEL Program and the City of Cocoa Beach will provide 60 day prior notice and information regarding any lease of any interest, the operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public. Prior to the execution of any such document, it will require review and approval by FCT. Any and all fees collected from any easement, concession, or lease will be placed in a segregated account and go to the upkeep and maintenance of the Project Site.

XVI. COORDINATED MANAGEMENT

Management of the Project Site will be coordinated with several entities with interest in or programs supporting protection and restoration of natural resources on a regional, state and national basis. Coordination activities may range from simply requesting review of proposed management activities, such as this management plan, to partnerships in projects constructing facilities or implementing management or restoration objectives. The primary organizations anticipated to be involved in coordination efforts include:

- Florida Department of Community Affairs
 - Florida Community Trust

- Florida Department of Environmental Protection
 - Division of State Lands, Bureau of Invasive Plant Management
 - Office of Coastal and Aquatic Managed Areas, Aquatic Preserves
 - Office of Greenways and Trails

- Florida Fish and Wildlife Conservation Commission
 - Division of Wildlife
 - Bureau of Protected Species

- St Johns River Water Management District
 - Indian River Lagoon Program
 - National Estuary Program
 - Surface Water Improvement & Management (SWIM) Program
 - Department of Operations and Land Resources

- Florida Coordinating Council on Mosquito Control
 - Subcommittee on Managed Marshes

- Brevard County
 - Office of Natural Resources
 - Parks & Recreation Department
 - Metropolitan Planning Organization – Greenways & Trails
 - Mosquito Control District

- The Nature Conservancy

- Indian River Lagoon Scenic Highway Corridor Advocacy Group

Native Plant Society – Sea Rocket & Conradina Chapters

Indian River Audubon Society

Turtle Coast Sierra Club

Marine Resources Council

Keep Brevard Beautiful

A portion of the Project Site is located on 4th Street South allowing ready access by the public. Ramp Road Park, operated by the City of Cocoa Beach, is located a block south of 4th Street South. This existing public facility includes parking, boat ramps, rest rooms, picnic tables, a playground, tennis courts and other amenities to serve those seeking access to the Islands portion of the Project Site. Public transportation (Space Coast Area Transit System) is available along North Atlantic Avenue/South Orlando Avenue (SR A1A) with a bus stop located a short distance from the Project Site. A bicycle path/sidewalk is located nearby along South Brevard Avenue. This bicycle path/sidewalk is part of a network of paths, trails and walkways that extend throughout the City of Cocoa Beach and adjacent areas. Sidewalks and low-traffic residential streets lead to both the 4th Street South portion of the Project Site and Ramp Road Park from this bicycle path.

XVII. GREENWAYS AND TRAIL NETWORK

Within the Indian River Lagoon system there are “official” greenways programs such as those implemented by FDEP’s Office of Greenways and Trails and the Brevard County Municipal Planning Organization (MPO) Greenways and Trails program, “unofficial” greenways programs such as the Indian River Lagoon Greenway supported by the Marine Resources Council, a local private interest group. Cooperative efforts with related programs will be established, such as the Indian River Lagoon Scenic Highway, a program sponsored by FDOT, which seeks to protect and restore natural and scenic resources along the lagoon. Another potential partner is the Indian River Lagoon Blueway Project, a consortium of the SJRWMD, SFWMD and the counties within the Indian River Lagoon seeking to acquire and manage wetland areas along the Lagoon. Other land acquisition programs have acquired considerable acreage for conservation purposes near the project site (Figure 7). During development of the EEL Management Plan for the site, coordinated efforts with other agencies will be established to enable some degree of coordinated management between sites, for example cooperation on BIPM projects to control exotic plants. Each of these programs supports the protection of green areas to function as corridors for wildlife migration or as a network of refuges. Many of these programs also support public use of greenways parcels as passive parks, affording a refuge from the hustle and bustle of everyday life. Several support the establishment of trails for walking or bicycling linking sites within a corridor. The Project Site is located along the Brevard County MPO SR A1A Urban Trail, which runs from Port Canaveral to Sebastian Inlet, a distance of more than 40 miles (Brevard County MPO, 2002 a,b). The project is located along the Indian River Lagoon Scenic Highway

which runs along SRA1A from Port Canaveral to Wabasso Causeway (SR510) and along US1 from Wabasso to Titusville.

While each of these programs has their own set of goals and objectives, they are consistent with and complimentary to the purposes and objectives established for the Project Site. In addition to coordinating activities with these programs, it is anticipated that the advice, support and partnership of these programs will be sought to assist in implementation of this management plan.

XVIII. MAINTENANCE

Maintenance of the Project Site will be the responsibility of the EEL Program and the City of Cocoa Beach. In the future, a cooperative management agreement between the City of Cocoa Beach and the EEL Program may need to be explored in order to effectively manage the public use of the islands.

XIX. SECURITY

Mainland site security will likely be the responsibility of the City, as the proximity of the Police Department and nearby Neighborhood Watch programs will be an asset. In addition, the City's Police Department has a Marine Patrol unit that will include the Project Site on its regular patrols. It is anticipated that the portion of the Project Site adjacent to 4th Street South will be closed between sunset and sunrise, similar to other EEL Sanctuaries and City parks. The remaining portion of the project site is either islands or navigable waters. Public access to these areas will be unrestricted, except for restrictions when nesting shorebirds are present (see "Restoration", above). The Police Department will include the Project Site on regular patrols and respond to calls for service. EEL Staff will also regularly be on-site and Land Managers routinely place fencing and signage where needed to deter unauthorized access or illegal activity.

XX. STAFFING

No new permanent staff will be needed to operate the Project Site. Maintenance will be provided or coordinated by existing EEL staff. Security will be provided by existing Police Department staff. Educational programs will be coordinated by the EEL Program and City Recreation Department staff and provided by a variety of sources. EEL staff commitments will amount to 1/4 time for a Land Management Technician and 1/10 time for Central Region Land Manager, plus 1/10 time each for Public Access Coordinator and Education Coordinator. The EEL Program has an active volunteer program, and it is anticipated that volunteers can be used for much of the preliminary site work (i.e. plantings, trash removal, etc.).

XXI. COST ESTIMATE AND FUNDING SOURCE

Cost estimate detail for improvements, along with funding source is found in Table 2.

XXII. PRIORITY SCHEDULE

Improvements to the site will be implemented in phases (Table 3). The first phase will be development of the Strategic Plan for Exotic Species Removal/Control. The next phases will be implementation of this plan for the Islands.

XXIII. MONITORING AND REPORTING

The EEL Program will prepare and forward to the Florida Communities Trust an Annual Stewardship Report evaluating implementation of the management plan. The report will include an evaluation of the degree of success in implementing the management plan. The Annual Stewardship Reporting Date will be July 30 of each year, following approval of the Project Plan. The priority schedule will form the basic criterion for evaluating the degree of success in implementing the management plan. In the event that the EEL Program determines that it is necessary to update the management plan, they will notify the Florida Communities Trust in writing of the proposed changes. Changes will be implemented only with the prior written approval of the Florida Communities Trust.

LITERATURE CITED

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Table 1. Project Site Plant Species List, City of Cocoa Beach, FL
Field Surveys Conducted June 14 and 19, 2002 and June 18, 2001 (SEA, Inc. 2001, 2002, 2006)

FLEPPC, FDACS, NOTES	Scientific Name <i>Genus</i> <i>Species</i>	Common Name
*	<i>Acrostichum danaeifolium</i>	<i>Giant Leather Fern</i>
*	<i>Agalinis sp.</i>	<i>False Foxglove</i>
*	<i>Ambrosia artemisiifolia</i>	<i>Common Ragweed</i>
*	<i>Ampelopsis arborea</i>	<i>Peppervine</i>
	<i>Amyris elemifera</i>	<i>Sea Torchwood</i>
*	<i>Andropogon sp.</i>	<i>Bluestem</i>
**	<i>Avicennia germinans</i>	<i>Black Mangrove</i>
*	<i>Baccharis halimifolia</i>	<i>Groundsel Tree or Sea Myrtle</i>
*	<i>Bacopa monnieri</i>	<i>Waterhyssop, Herb-of-Grace</i>
	<i>Batis maritima</i>	<i>Saltwort or Turtleweed</i>
*	<i>Bidens alba</i>	<i>Beggersticks or Romerillo</i>
*	<i>Blechnum serrulatum</i>	<i>Swamp Fern or Toothed Mid-Sorus Fern</i>
*	<i>Borrichia frutescens</i>	<i>Bushy Seaside Oxeye</i>
*	<i>Buchnera americana</i>	<i>American Bluehearts</i>
	<i>Bursera simaruba</i>	<i>Gumbo-Limbo</i>
*	<i>Callicarpa americana</i>	<i>American Beautyberry</i>
	<i>Capparis cyanophallophora</i>	<i>Jamaican Capertree</i>
	<i>Capparis flexuosa</i>	<i>Bayleaf Capertree</i>
Exotic *	<i>Cassia javanica</i>	<i>Pink Shower</i>
FLEPPC I, Prohibited FDEP	<i>Casuarina equisetifolia</i>	<i>Australian-Pine</i>
FLEPPC I, Prohibited FDEP	<i>Casuarina glauca</i>	<i>Suckering Australian-Pine</i>
Exotic *	<i>Catharanthus roseus</i>	<i>Madagascar Periwinkle</i>
*	<i>Cenchrus sp.</i>	<i>Sandbur</i>

*	<i>Chamaesyce bombensis</i>	<i>Dixie Sandmat</i>
*	<i>Chamaesyce hirta</i>	<i>Pillpod Sandmat</i>
*	<i>Chamaesyce hypericifolia</i>	<i>Graceful Sandmat</i>
	<i>Chiococca alba</i>	<i>Snowberry or Milkberry</i>
*	<i>Cladium jamaicense</i>	<i>Jamaica Swamp Sawgrass</i>
*	<i>Coccoloba diversifolia</i>	<i>Tietongue or Pigeon Plum</i>
*	<i>Coccoloba uvifera</i>	<i>Seagrape</i>
*	<i>Commelina erecta</i>	<i>Whitemouth Dayflower</i>
	<i>Conocarpus erectus</i>	<i>Buttonwood</i>
*	<i>Croton punctatus</i>	<i>Gulf Croton or Beach Tea</i>
FLEPPC I, Government listed Noxious weed	<i>Cupaniopsis anacardioides</i>	<i>Carrotwood</i>
*	<i>Distichlis spicata</i>	<i>Saltgrass</i>
*	<i>Erigeron strigosus</i>	<i>Prairie Fleabane</i>
*	<i>Erythrina herbacea</i>	<i>Coralbean or Cherokee Bean</i>
Exotic *	<i>Eucalyptus sp.</i>	<i>Eucalyptus</i>
	<i>Eugenia axillaris</i>	<i>White Stopper</i>
	<i>Eugenia foetida</i>	<i>Spanish Stopper</i>

Table 1. Flora Taxa Checklist (Continued)

FLEPPC, FDACS, NOTES	Scientific Name <i>Genus</i> <i>Species</i>	Common Name
*	<i>Eupatorium compositifolium</i>	Thoroughwort, Yankeeweed
Endemic *	<i>Eupatorium mikanioides</i>	Semaphore Thoroughwort
*	<i>Eupatorium serotinum</i>	Lateflowering Thoroughwort
*	<i>Eustoma exaltatum</i>	Marshgentian or Catchfly Prairie Gentian
	<i>Ficus aurea</i>	Strangler Fig or Golden Fig
*	<i>Flaveria linearis</i>	Narrowleaf Yellowtops
*	<i>Forestiera segregata</i>	Florida Swampprivet
*	<i>Gaura angustifolia</i>	Southern Beeblossom
	<i>Halodule wrightii</i>	Shoalweed
*	<i>Heliotropium angiospermum</i>	Scorpionstail
	<i>Heliotropium curassavicum</i>	Seaside Heliotrope or Salt Heliotrope
*	<i>Hydrocotyle umbellata</i>	Manyflower Marshpennywort
*	<i>Hypericum hypericoides</i>	St. Andrew's-Cross
*	<i>Iva frutescens</i>	Marshelder, Bigleaf Sumpweed
	<i>Juniperus virginiana</i>	Red Cedar
*	<i>Krugiodendron ferreum</i>	Black Ironwood or Leadwood
**	<i>Laguncularia racemosa</i>	White Mangrove
FLEPPC I *	<i>Lantana camara</i>	Lantana or Shrubverbena
*	<i>Lantana involucrata</i>	Buttonsage
*	<i>Limonium carolinianum</i>	Carolina Sea lavender
	<i>Lycium carolinianum</i>	Christmas berry or Carolina Desert-Thorn
FLEPPC I Prohibited, Government Listed Noxious Weed, FDACS & USDA	<i>Melaleuca quinquenervia</i>	Punktree

	<i>Melothria pendula</i>	Creeping Cucumber
*	<i>Mikania scandens</i>	Climbing Hempvine
Exotic	<i>Momordica charantia</i>	Balsampear
*	<i>Myrica cerifera</i>	Southern Bayberry or Wax Myrtle
*	<i>Oenothera humifusa</i>	Seabeach Evening primrose
Exotic *	<i>Oldenlandia corymbosa</i>	Flattop Mille Graines
FDACS Threatened *	<i>Opuntia stricta</i>	Erect Pricklypear or Shell-Mound Pricklypear
*	<i>Parthenocissus quinquefolia</i>	Virginia Creeper or Woodbine
*	<i>Passiflora incarnata</i>	Purple Passionflower
	<i>Passiflora suberosa</i>	Corkystem Passionflower
*	<i>Phlebodium aureum</i>	Golden Polypody
*	<i>Phyla nodiflora</i>	Turkey Tangle Fogfruit or Capeweed
*	<i>Physalis pubescens</i>	Groundcherry, Husk Tomato
*	<i>Physalis walteri</i>	Walter's Groundcherry

Table 1. Flora Taxa Checklist (Continued)

FLEPPC, FDACS, NOTES	Scientific Name <i>Genus</i> <i>Species</i>	Common Name
*	<i>Phytolacca americana</i>	American Pokeweed
*	<i>Pluchea odorata</i>	Sweetscent
*	<i>Pluchea rosea</i>	Rosy Camphorweed
*	<i>Polygala grandiflora</i>	Showy Milkwort
*	<i>Polypremum procumbens</i>	Rustweed or Juniperleaf
*	<i>Portulaca pilosa</i>	Pink Purslane or Kiss-Me-Quick
*	<i>Psilotum nudum</i>	Whisk-Fern
*	<i>Pterocaulon pycnostachyum</i>	Blackroot
	<i>Quercus spp.</i>	Oak
*	<i>Randia aculeata</i>	White Indigoberry
*	<i>Rhus copallinum</i>	Winged Sumac
**	<i>Rhizophora mangle</i>	Red Mangrove
*	<i>Rivina humilis</i>	Rougeplant
	<i>Ruppia maritima</i>	Wigeongrass
	<i>Sabal palmetto</i>	Cabbage Palm
*	<i>Sabatia stellaris</i>	Rose-of-Plymouth
	<i>Salicornia bigelovii</i>	Annual Glasswort or Dwarf Glasswort
*	<i>Salix caroliniana</i>	Carolina Willow or Coastalplain Willow
FLEPPC I *	<i>Schefflera actinophylla</i>	Australian Umbrella Tree or Octopus Tree
FLEPPC I, Government listed, Noxious weed, Prohibited, FDACS	<i>Schinus terebinthifolius</i>	Brazilian Pepper
*	<i>Scoparia dulcis</i>	Sweetbroom or Licoriceweed
	<i>Serenoa repens</i>	Saw Palmetto

*	<i>Sesuvium portulacastrum</i>	Shoreline Seapurslane
	<i>Sideroxylon celastrinum</i>	Saffron Plum
*	<i>Smilax sp.</i>	Greenbrier
*	<i>Solidago sempervirens</i>	Seaside Goldenrod
	<i>Spartina alterniflora</i>	Saltmarsh Cordgrass or Smooth Cordgrass
*	<i>Suaeda linearis</i>	Sea Blite or Annual Seepweed
	<i>Tillandsia recurvata</i>	Ballmoss
*	<i>Tillandsia usneoides</i>	Spanish Moss
FDACS Endangered *	<i>Tillandsia utriculata</i>	Giant Wild Pine or Giant Air Plant
*	<i>Toxicodendron radicans</i>	Eastern Poison Ivy
*	<i>Trichostema dichotomum</i>	Forked Bluecurls
*	<i>Vitis aestivalis</i>	Summer Grape
*	<i>Vitis shuttleworthii</i>	Callose Grape
*	<i>Vittaria lineata</i>	Shoestring Fern
Exotic *	<i>Washingtonia robusta</i>	Washington Fan Palm
Exotic *	<i>Yucca aloifolia</i>	Spanish Bayonet or Aloe Yucca
*	<i>Zanthoxylum clava-herculis</i>	Hercules-Club

*Kozusko, 2001

** FL DEP Regulated wetland species.

FLEPPC = for "Gov. list": **P** = Prohibited by Fla. Dept. of Environmental Protection, **N** = Noxious weed listed by Fla. Dept. of Agriculture & Consumer Services, **U** = Noxious weed listed by U.S. Department of Agriculture.

Florida Exotic Pest Plant Council (I)- Category I = Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

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

FDACS = Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Rule Chapter 5B-40

Table 1 (con'td)

Project Site Animal Species List**MOLLUSKS – Important Species**

Quahog Hard Clam	American Oyster
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FISHES – Important Species

Bay Anchovy Striped Mullet Spotted Seatrout Red Drum	Common Snook* Tarpon Pinfish
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ARTHROPODS – Important Species

Shrimp (several species) Blue Crab Spider Crab	Fiddler Crab Mantis Shrimp Horseshoe Crab
--	---

BIRDS

<i>Grebes</i> Horned Grebe Pied-billed Grebe	<i>Geese, Ducks</i> Mallard Mottled Duck Northern Pintail Green-winged Teal Blue-winged Teal American Wigeon Northern Shoveler Ring-necked Duck Lesser Scaup Ruddy Duck Hooded Merganser
<i>Pelicans, Cormorants</i> American White Pelican Brown Pelican* Double-crested cormorant Anhinga	<i>Vultures, Hawks, Falcons, Osprey</i> Turkey Vulture Black Vulture Red-tailed Hawk Bald Eagle* Osprey* Peregrine Falcon** Merlin
<i>Hérons, Egrets, Ibis, Spoonbill</i> Great Blue Heron Green-backed Heron Little Blue Heron* Cattle Egret Great Egret Snowy egret* Tri-colored Heron* Yellow-crowned Night Heron Wood Stork** White Ibis* Roseate Spoonbill*	<i>Owls</i> Great Horned Owl
<i>Limpkins, Rails, Gallinule, Coot</i> Common Moorhen American Coot	<i>Goat Suckers</i> Common Nighthawk
<i>Plovers, Sandpipers, Gulls, Terns</i> Killdeer Ruddy Turnstone Willet Greater Yellowlegs Least Sandpiper Dunlin Semipalmated Sandpiper	<i>King Fishers</i> Belted Kingfisher <i>Flycatchers, Swallows, Wrens, Thrushes, Warblers</i> Tree Swallow Blue Jay Fish Crow Carolina Wren

Western Sandpiper American Avocet Black-necked Stilt Herring Gull Ring-billed Gull Common Tern Least Tern* Royal Tern Caspian Tern Black Skimmer*	Northern Mockingbird American Robin European Starling White-eyed Vireo Black and white Warbler Common Yellow-throat House Sparrow Boat-tailed Grackle Common Grackle Northern Cardinal Rufous-sided Towhee Savannah Sparrow
<i>Doves</i> Mourning Dove Ground Dove	

REPTILES & AMPHIBIANS

MAMMALS

Green Anole Brown Anole Six-lined Racerunner Eastern Slender Glass Lizard American Alligator* Atlantic Green Turtle** Diamond-backed Terrapin Mangrove Water Snake Salt Marsh Snake Atlantic Salt Marsh Snake*	Virginia Opossum Marsh Rabbit Eastern Cottontail Gray Squirrel Marsh Rice Rat Eastern Wood Rat Cotton Rat Cotton Mouse Florida Mouse* Black Rat Raccoon River Otter Florida Manatee** Bottlenose Dolphin
** <i>Endangered</i> * <i>Threatened, Species of Special Concern,</i>	

Table 2**Thousand Islands Conservation Area- Cost Estimates and Funding Sources**

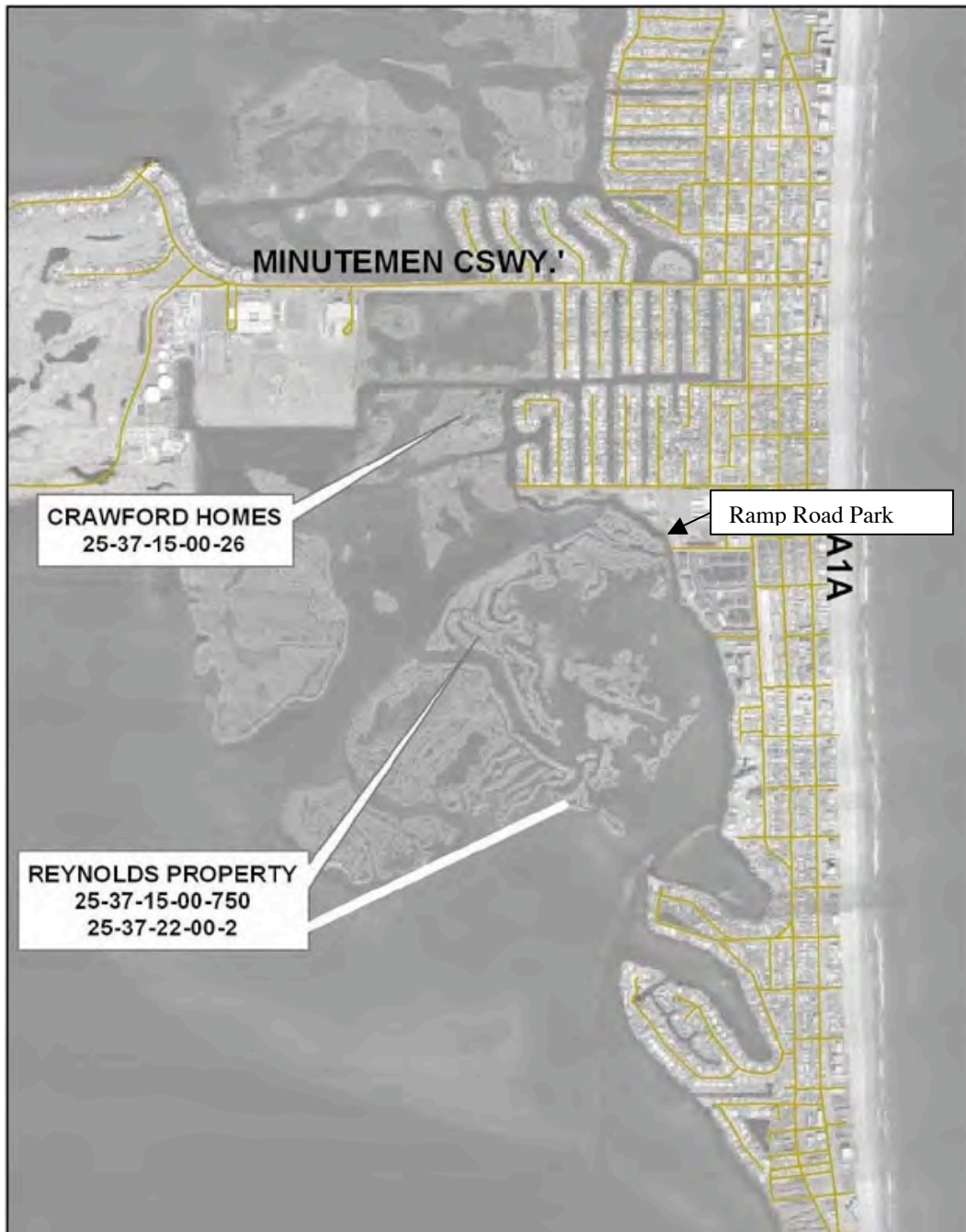
Improvement	Unit Cost	Quantity	Cost Estimate	Funding Source	Comment
Site Acquisition		Crawford parcel (61 ac)	\$1,200,000	FCT, EEL, City	see breakdown in EEL, Cons. Fund, City cost, below
		Reynolds parcel (275ac)	\$3,200,000	FCT, EEL, City	
4th St. South Enhancements					
Exotic plant removal	\$4000/ac	1.8 ac	7,200	EEL	volunteer and/or inmates may cut costs
Tree planting (oaks, palms, etc.)		80	2,500	EEL	
Shrubs (seagrass, etc.)		30	2,500	EEL	
Entrance sign	3,000	1	3,000	EEL	
Benches	1,000	2-4	2,000	EEL	
Boardwalks, overlook, observation tower, parking	3,000	3	9,000	EEL	
Educational kiosk	1,000	2	2,000	EEL	
Nature trails		1200' x 5'	3,500	EEL	
Survey and map exotics (all islands)	100/h	50 h	5,000	EEL	
Exotic Removal	19,000 ac	25 ac	475,000	EEL/BIPM	
Native plantings		383	15,000	EEL	
Site Maintenance (yearly cost)			10,000	EEL/	
Educational Programs (yearly cost)		12 programs/yr	10,000	EEL/City	

Total estimated project cost (exclusive of maintenance/education): \$4,926,700

Fixed/known costs: \$4,681,585 (acquisition, initial completed exotic tr'tmt.)

Known contributions: City of Cocoa Beach: \$150,000

The Conservation Fund: \$10,000



**Figure 1: The Thousand Islands Conservation Area:
Overall View**



Figure 2: Crawford Homes Property



Figure 3: Reynolds Property



Figure 4: 4th St. South Restoration Area

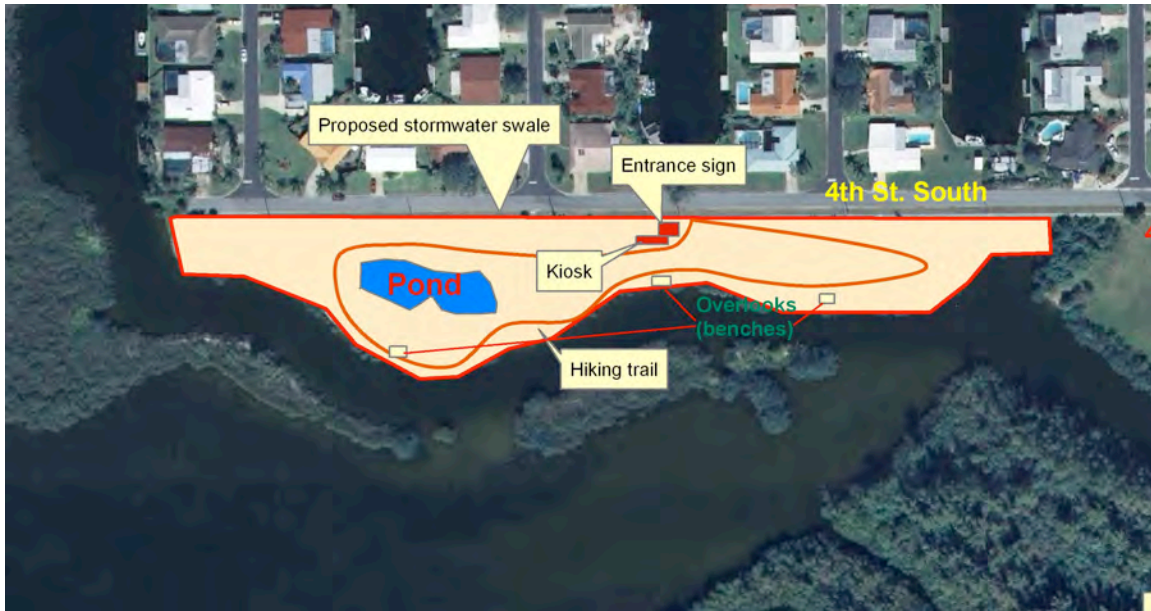


Figure 5: 4th St. South- Current Conditions and Proposed Improvements



Figure 6: Detail of Ramp Road Park and Connection to 4th St. South



Figure 7: Adjacent Conservation Lands.

Appendix A

Exotic Pest Plant Council List
 FLEPPC. 2005. List of Florida's Invasive Species. Florida Exotic Pest Plant Council. Internet: <http://www.fleppc.org/list/05list.htm>

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

Scientific Name	Common Name	EPPC Cat.	Gov. list	Reg. Dist.
<u><i>Abrus precatorius</i></u>	rosary pea	I		C, S
<u><i>Acacia auriculiformis</i></u>	earleaf acacia	I		S
<u><i>Albizia julibrissin</i></u>	mimosa, silk tree	I		N, C
<u><i>Albizia lebbbeck</i></u>	woman's tongue	I		C, S
<u><i>Ardisia crenata</i></u> (= <i>A. crenulata</i>)	coral ardisia	I		N, C
<u><i>Ardisia elliptica</i></u> (= <i>A. humilis</i>)	shoebutton ardisia	I		S
<u><i>Asparagus aethiopicus</i></u> (= <i>A. sprengeri</i> ; <i>A. densiflorus</i> misapplied)	asparagus-fern	I		C, S
<u><i>Bauhinia variegata</i></u>	orchid tree	I		C, S
<u><i>Bischofia javanica</i></u>	bischofia	I		C, S
<u><i>Calophyllum antillanum</i></u> (= <i>C. calaba</i> ; <i>C. inophyllum</i> misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)	I		S
<u><i>Casuarina equisetifolia</i></u>	Australian pine	I	P	N,C,S
<u><i>Casuarina glauca</i></u>	suckering Australian pine	I	P	C, S
<u><i>Cinnamomum camphora</i></u>	camphor-tree	I		N,C,S
<u><i>Colocasia esculenta</i></u>	wild taro	I		N,C,S
<u><i>Colubrina asiatica</i></u>	lather leaf	I		S
<u><i>Cupaniopsis anacardioides</i></u>	carrotwood	I	N	C, S
<u><i>Dioscorea alata</i></u>	winged yam	I	N	N,C,S
<u><i>Dioscorea bulbifera</i></u>	air-potato	I	N	N,C,S
<u><i>Eichhornia crassipes</i></u>	water-hyacinth	I	P	N,C,S

<u><i>Eugenia uniflora</i></u>	Surinam cherry	I		C, S
<i>Ficus microcarpa</i> (<i>F. nitida</i> and <i>F. retusa</i> var. <i>nitida</i> misapplied)	laurel fig	I		C, S
<u><i>Hydrilla verticillata</i></u>	hydrilla	I	P, U	N,C,S
<u><i>Hygrophila polysperma</i></u>	green hygro	I	P, U	N,C,S
<u><i>Hymenachne amplexicaulis</i></u>	West Indian marsh grass	I		C, S
<i>Imperata cylindrica</i> (<i>I. brasiliensis</i> misapplied)	cogon grass	I	N, U	N, C, S
<u><i>Ipomoea aquatica</i></u>	waterspinach	I	P, U	C
<u><i>Jasminum dichotomum</i></u>	Gold Coast jasmine	I		C, S
<u><i>Jasminum fluminense</i></u>	Brazilian jasmine	I		C, S
<u><i>Lantana camara</i></u>	lantana, shrub verbena	I		N,C,S
<u><i>Ligustrum lucidum</i></u>	glossy privet	I		N, C
<u><i>Ligustrum sinense</i></u>	Chinese privet, hedge privet	I		N,C,S
<u><i>Lonicera japonica</i></u>	Japanese honeysuckle	I		N,C,S
<u><i>Lygodium japonicum</i></u>	Japanese climbing fern	I	N	N,C, S
<u><i>Lygodium microphyllum</i></u>	Old World climbing fern	I	N	C, S
<u><i>Macfadyena unguis-cati</i></u>	cat's claw vine	I		N,C, S
<u><i>Manilkara zapota</i></u>	sapodilla	I		S
<u><i>Melaleuca quinquenervia</i></u>	melaleuca, paper bark	I	P, N, U	C, S
<u><i>Mimosa pigra</i></u>	catclaw mimosa	I	P, N, U	C, S
<u><i>Nandina domestica</i></u>	nandina, heavenly bamboo	I		N, C
<u><i>Nephrolepis cordifolia</i></u>	sword fern	I		N,C,S
<u><i>Nephrolepis multiflora</i></u>	Asian sword fern	I		C, S
<u><i>Neyraudia reynaudiana</i></u>	Burma reed, cane grass	I	N	S
<u><i>Paederia cruddasiana</i></u>	sewer vine, onion vine	I	N	S
<u><i>Paederia foetida</i></u>	skunk vine	I	N	N,C
<u><i>Panicum repens</i></u>	torpedo grass	I		N,C,S
<u><i>Pennisetum purpureum</i></u>	Napier grass	I		C, S
<u><i>Pistia stratiotes</i></u>	waterlettuce	I	P	N,C,S
<u><i>Psidium cattleianum</i></u> (= <i>P. littorale</i>)	strawberry guava	I		C, S
<u><i>Psidium guajava</i></u>	guava	I		C, S
<i>Pueraria montana</i> _var. <i>lobata</i> (=P. <i>lobata</i>)	kudzu	I	N, U	N,C, S
<u><i>Rhodomomyrtus tomentosa</i></u>	downy rose-myrtle	I	N	C, S

<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>)				
<i>Rhynchelytrum repens</i>	Natal grass	I		N, C, S
<i>Ruellia tweediana</i> (= <i>R. brittoniana</i>)	Mexican petunia	I		N, C, S
<i>Sapium sebiferum</i> (= <i>Triadeca sebifera</i>)	popcorn tree, Chinese tallow tree	I	N	N, C, S
<i>Scaevola taccada</i> (= <i>Scaevola sericea</i> , <i>S. frutescens</i>)	scaevola, half-flower, beach naupaka	I		C, S
<i>Schefflera actinophylla</i> (= <i>Brassaia actinophylla</i>)	schefflera, Queensland umbrella tree	I		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	I	P, N	N, C, S
<i>Senna pendula</i> var. <i>glabrata</i> (= <i>Cassia coluteoides</i>)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
<i>Solanum tampicense</i> (= <i>S. houstonii</i>)	wetland night shade, aquatic soda apple	I	N, U	C, S
<i>Solanum viarum</i>	tropical soda apple	I	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine	I		C, S
<i>Syzygium cumini</i>	jambolan, Java plum	I		C, S
<i>Tectaria incisa</i>	incised halberd fern	I		S
<i>Thespesia populnea</i>	seaside mahoe	I		C, S
<i>Tradescantia fluminensis</i>	white-flowered wandering jew	I		N, C
<i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant	I		S
<i>Urochloa mutica</i> (= <i>Brachiaria mutica</i>)	Pará grass	I		C, S

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

Scientific Name	Common Name	EPPC Cat.	Gov. list	Reg. Dist.
<i>Adenanthera pavonina</i>	red sandalwood	II		S
<i>Agave sisalana</i>	sisal hemp	II		C, S

<i>Aleurites fordii</i> (= <i>Vernicia fordii</i>)	tung oil tree	II		N, C
<i>Alstonia macrophylla</i>	devil-tree	II		S
<i>Alternanthera philoxeroides</i>	alligator weed	II	P	N, C, S
<i>Antigonon leptopus</i>	coral vine	II		N, C, S
<i>Aristolochia littoralis</i>	calico flower	II		N, C
<i>Asystasia gangetica</i>	Ganges primrose	II		C, S
<i>Begonia cucullata</i>	wax begonia	II		N, C
<i>Blechnum pyramidatum</i>	green shrimp plant, Browne's blechnum	II		N, C, S
<i>Broussonetia papyrifera</i>	paper mulberry	II		N, C
<i>Callisia fragrans</i>	inch plant, spironema	II		C, S
<i>Casuarina cunninghamiana</i>	Australian pine	II	P	C, S
<i>Cecropia palmata</i>	trumpet tree	II		S
<i>Cestrum diurnum</i>	day jessamine	II		C, S
<i>Chamaedorea seifrizii</i>	bamboo palm	II		S
<i>Clematis terniflora</i>	Japanese clematis	II		N, C
<i>Cryptostegia madagascariensis</i>	rubber vine	II		C, S
<i>Cyperus involucratus</i> (<i>C. alternifolius</i> misapplied)	umbrella plant	II		C, S
<i>Cyperus proliifer</i>	dwarf papyrus	II		C
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	II		C, S
<i>Elaeagnus pungens</i>	thorny eleagnus	II		N, C
<i>Epipremnum pinnatum</i> cv. Aureum	pothos	II		C, S
<i>Ficus altissima</i>	false banyan, council tree	II		S
<i>Flacourtia indica</i>	governor's plum	II		S
<i>Hemarthria altissima</i>	limpo grass	II		C, S
<i>Hibiscus tiliaceus</i>	mahoe, sea hibiscus	II		C, S
<i>Ipomoea fistulosa</i> (= <i>I. carnea</i> ssp. <i>fistulosa</i>)	shrub morning-glory	II	P	C, S
<i>Jasminum sambac</i>	Arabian jasmine	II		S
<i>Kalanchoe pinnata</i>	life plant	II		C, S
<i>Koelreuteria elegans</i> ssp. <i>formosana</i> (= <i>K. formosana</i> ; <i>K. paniculata</i> misapplied)	flamegold tree	II		C, S

<i>Leucaena leucocephala</i>	lead tree	II		N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	II	P	N, C, S
<i>Livistona chinensis</i>	Chinese fan palm	II		C, S
<i>Melia azedarach</i>	Chinaberry	II		N,C,S
<i>Merremia tuberosa</i>	wood-rose	II		S
<i>Murraya paniculata</i>	orange-jessamine	II		S
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	II	P	N, C, S
<i>Nymphoides cristata</i>	snowflake	II		C, S
<i>Panicum maximum</i>	Guinea grass	II		C, S
<i>Passiflora biflora</i>	two-flowered passion vine	II		S
<i>Pennisetum setaceum</i>	green fountain grass	II		S
<i>Phoenix reclinata</i>	Senegal date palm	II		C, S
<i>Pittosporum pentandrum</i>	Philippine pittosporum, Taiwanese cheesewood	II		S
<i>Phyllostachys aurea</i>	golden bamboo	II		N, C
<i>Pteris vittata</i>	Chinese brake fern	II		N, C, S
<i>Ptychosperma elegans</i>	solitary palm	II		S
<i>Ricinus communis</i>	castor bean	II		N, C, S
<i>Sansevieria hyacinthoides</i>	bowstring hemp	II		C, S
<i>Scleria lacustris</i>	Wright's nutrush	II		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox	II		N, C, S
<i>Solanum diphyllum</i>	Two-leaf nightshade	II		N, C, S
<i>Solanum jamaicense</i>	Jamaica nightshade	II		C
<i>Solanum torvum</i>	susumber, turkey berry	II	N, U	N, C, S
<i>Sphagneticola trilobata</i> (= <i>Wedelia trilobata</i>)	wedelia	II		N, C, S
<i>Stachytarpheta urticifolia</i> (= <i>S. cayennensis</i>)	nettle-leaf porterweed	II		S
<i>Syagrus romanzoffiana</i> (= <i>Arecastrum romanzoffianum</i>)	queen palm	II		C, S
<i>Syzygium jambos</i>	rose-apple	II		C, S
<i>Terminalia catappa</i>	tropical almond	II		C, S
<i>Terminalia muelleri</i>	Australian almond	II		C, S
<i>Tribulus cistoides</i>	puncture vine, burr-nut	II		N, C, S
<i>Urena lobata</i>	Caesar's weed	II		N, C, S
<i>Vitex trifolia</i>	simple-leaf chaste tree	II		C, S
<i>Washingtonia robusta</i>	Washington fan palm	II		C, S

<i>Wedelia</i> (see <i>Sphagneticola</i> above)				
<i>Wisteria sinensis</i>	Chinese wisteria	II		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	II		N, C, S

Appendix B
FNAI Reporting Forms

FLORIDA NATURAL AREAS INVENTORY
OCCURRENCES OF SPECIAL ANIMALS

FIELD REPORT FORM -

Scientific Name: _____

County: _____

Common Name: _____

Date observed: _____

Basis for Identification: _____

Investigator: _____

Location of Animal (*please attach map and give specific directions; if possible, mark site on copy of USGS 7.5 minute topo map or draw detailed map on back of this page*):

Describe habitat/plant community, list dominant species:

Extent of this habitat at site that may support animal (e.g., acres, miles)

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

Estimated no. of individuals in population:

Age/population structure (adults, young, etc.) _____

Ecological/behavioral notes (e.g., reproductive stage, activity type, feeding, flying, nesting):

Have you seen this species at the same location in the past? Yes _____ No _____

If yes, please give date(s): _____ Previous condition: _____

Is there evidence of disturbance at the site? Yes _____ No _____

If yes, please describe:

Owner(s) of site: ____

Is owner protecting this animal? Yes ____ No _____

Conservation/Management

Needs _____

Comments (other useful information concerning this animal and site - e.g., names and addresses of individuals who might be helpful, publications, museum specimen numbers, etc _____

(please include any additional information on the back of this sheet.)

Additional forms may be obtained upon request. Please send completed field report forms to:

*** note: each form should include only one species, one locality, and one date*

Submitted by: _____

Zoologist

Affiliation: _____

Florida Natural

Areas Inventory

Address: _____

1018 Thomasville

Rd., Suite 200-C

Tallahassee, FL

32303; ph. (850) 224-8207

Phone _____

Date: _____

Fax

(850) 681-9364; dhipes@fnai.org

FLORIDA NATURAL AREAS INVENTORY
FIELD REPORT FORM FOR RARE PLANTS

Thank you for taking the time to complete and mail this form. Information from knowledgeable individuals such as yourself makes an important contribution to the FNAI Biological Conservation Database. If you need help with this form, or would like additional information, please call the FNAI Botanist at 850-224-8207.

Scientific name: _____

Common name: _____

Basis for identification or manual used: _____

Date(s) seen: _____

Photograph taken? _____

Specimen deposited at a herbarium? _____

Name of _____

herbarium: _____

Quad name: _____

County: _____

Site or managed area name: _____

Directions (mark site on copy of USGS 7.5 minute quad map or aerial photo and attach to this form, or draw a detailed map on back of this page that shows boundary of population, and/or give GPS location (latitude/longitude):

Describe the site: habitat/plant community; topography; hydrology; dominant species in tree, shrub, and ground layers: _____

Estimated Size of Population (no. of individuals, size of area occupied, and % of that area occupied by this species): _____

Are you confident this is the full extent of the population? Yes No Is further survey needed? Yes No

Flowering? Yes No Fruiting? Yes No In bud? Yes No In leaf? Yes No Dormant? Yes No

Have you seen this species at the same location in the past? Yes No If yes, give dates: If yes, describe changes, if any, to site and population since last visit

Are there disturbances or threats (e.g. vehicle use, trash dumping, fire suppression, exotic species invasion) to the population? If yes, describe: _____

Is there evidence (e.g., fire breaks, scorching) of the use of fire at the site? Yes No If yes, describe and give dates of recent fires, if known

Other useful information concerning the population, its ecological conditions, management history, management needs, names of individuals who might be helpful, etc.:

Your name:
E-mail: _____

Tel no.:

Address: _____ Date
Submitted: _____

Please include any additional information on the back of this sheet and send this form to:
Botanist, Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL
32303. THANK YOU!

Appendix C: Warranty Deeds

Cr. . 2006359436. OR BK 5730 Page 9307,
Recorded 12/19/2006 at 08:34 AM. Scott Ellis, Clerk of
Courts, Brevard County
Doc. D. \$8400.00 # Pgs.3

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

R. Duke Woodson, Esq.
FOLEY & LARDNER LLP
111 North Orange Avenue, Suite 1800
Orlando, FL 32801-2386
(407) 423-7656

Parcel I.D. #: 225-37-15-00-00026.0-0000.00

For Recording Purposes Only

WARRANTY DEED

THIS WARRANTY DEED is made this 15th day of December, 2006 by **CRAWFORD HOMES, INC.**, a Louisiana corporation, successor by merger to **CRAWFORD HOMEBUILDERS OF FLORIDA, INC.**, a Florida corporation, whose mailing address is 8700 Trail Lake Drive West, Suite 300, Memphis, Tennessee 38125 (hereinafter referred to as "Grantor"), to **BREVARD COUNTY, FLORIDA** a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940, hereinafter referred to as the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the County of Brevard, State of Florida, to-wit:

See **EXHIBIT "A"** attached hereto and made a part hereof by reference (the "Property").

TOGETHER with all licenses, approvals, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property, including without limitation of the foregoing, all right, title and interest of the Grantor in and to any land lying in the bed of any dedicated street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the Property to the center line thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good, right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free and clear of all liens and encumbrances, except taxes accruing subsequent to December 31, 2006, which are not yet due and payable.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Gary McClain
Print Name: Gary McClain

Jacqueline Behles
Print Name: Jacqueline Behles

CRAWFORD HOMES, INC., a Louisiana corporation, successor by merger to Crawford Homebuilders of Florida, Inc., a Florida corporation

By: *Spence L. Wilson*
SPENCE L. WILSON, President

STATE OF TN
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 15th day of December, 2006, by **SPENCE L. WILSON**, as President of **CRAWFORD HOMES, INC.**, a Louisiana corporation, successor by merger to Crawford Homebuilders of Florida, Inc., a Florida corporation, who [X] is personally known to me or [] produced _____ as identification.

{Notary Seal must be affixed}

Martha H. Slayton
Signature of Notary
Martha H. Slayton
Name of Notary (Typed, Printed or Stamped)
Commission Number (if no legible on seal): _____
Commission Expires (if not legible on seal): _____
My Commission Expires February 12, 2008

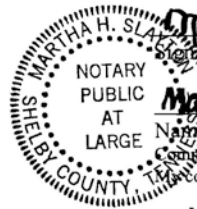


EXHIBIT "A"

A parcel lying in Section Fifteen (15), Township Twenty-five (25) South, Range Thirty-seven (37) East, Brevard County, Florida, bounded on the south by the south line of the westerly projection of Fourth Street South, Cocoa Beach, on the north by the north line of the Westerly projection of Second Street South, Cocoa Beach, on the east by a line two thousand one hundred fifty-eight and 22/100 (2158.22) feet west of and parallel to the west right-of-way of Brevard Avenue, Cocoa Beach, and on the west by the west line of said Section Fifteen (15).

Less and except the submerged lands lying below the ordinary high water mark of the Banana River.

Also, less and except the Plat of Yacht Haven, according to the Plat thereof as recorded in Plat Book 20, Page 60, Public Records of Brevard County, Florida.



Warranty Deed

This Indenture, made , April 10, 2008 A.D.

Between

Universal Sales Corporation, whose post office address is:
11453 Rockville Road, Rockville, VA 23146 , a corporation existing under the
laws of the State of Virginia, and **Reynolds Real Estate Ventures LLC**, whose
post office address is: 3201 Tufton Avenue, Glyndon, Maryland 21071, a Virginia
limited liability company, Grantor and the **BREVARD COUNTY, FLORIDA**,
whose post office address is: **2725 Judge Fran Jamieson Way, Bldg C, 3rd
Floor, Viera, Florida 32940**, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand
paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the
following described land, situate, lying and being in the County of Brevard, State of Florida, to wit:

**Tracts V and VI, and other interest and rights as more fully set forth in Edwards Deed Number 3, made as
of the 13th day of January 1956, between Gus C. Edwards and his wife Clara M. Edwards of the County of
Brevard, State of Florida and Louis Reynolds and W. Richard Lybrook, recorded at Deed Book 420, page
74, of the Public Records of Brevard County, Florida.**

Parcel Identification Number: 25-37-22-00-2;-25-37-15-00-750

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

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer
and caused its corporate seal to be affixed the day and year first above written.

**Universal Sales Corporation,
a Virginia corporation**

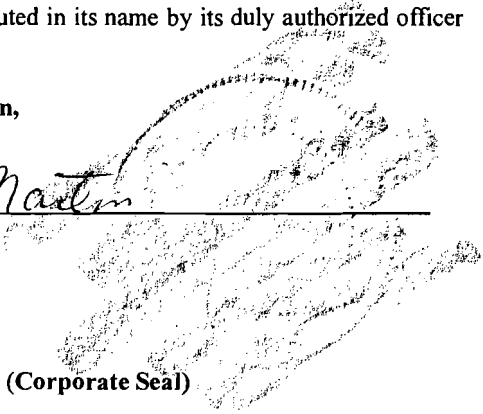
By: Glenn R. Martin
**Glenn R. Martin
Its President**

Signed and Sealed in Our Presence:

Suzie O. Owings
Witness Print Name: Suzie O. Owings

Maurissa Love
Witness Print Name: Maurissa Love

State of MARYLAND
County of BALTIMORE

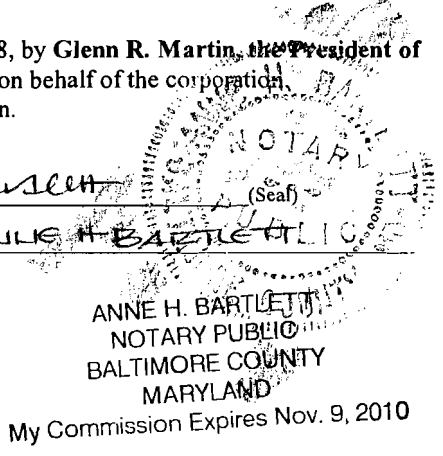


(Corporate Seal)

The foregoing instrument was acknowledged before me this 10th day of April, 2008, by **Glenn R. Martin, the President of
Universal Sales Corporation**, a corporation existing under the laws of the State of Virginia, on behalf of the corporation.
He/She is personally known to me or has produced a driver's license as identification.

Anne H. Bartlett
Notary Public
Notary Printed Name: ANNE H. BARTLETT

My Commission Expires:
(seal)



Reynolds Real Estate Ventures LLC,
a Virginia limited liability company

Signed and Sealed in our Presence:

By: Glenn R. Martin
Glenn R. Martin, manager

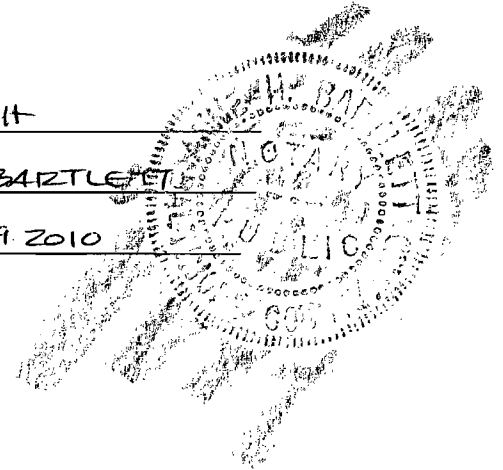
Suzie O. Owings
Witness Print Name: SUZIE O OWINGS
Maurissa Love
Witness Print Name: MAURISSA LOVE

State of MARYLAND

County of BALTIMORE

The foregoing instrument was acknowledged before me this 31st day of April, 2008, by **Glenn R. Martin, manager of Reynolds Real Estate Ventures LLC, a Virginia limited liability company**, who is/are personally known to me or who has produced drivers license as identification.

Anne H. Bartlett
Notary Public
Print Name: ANNE H. BARTLETT
My commission expires: 11-9-2010



**Reynolds Real Estate Ventures LLC,
a Virginia limited liability company**

Signed and Sealed in our Presence:

By: *Nancy M. Roberts*
Nancy M. Roberts, manager

Suzie O. Owings
Witness Print Name: Suzie O. Owings

Maurissa Love
Witness Print Name: MAURISSA LOVE

State of MARYLAND

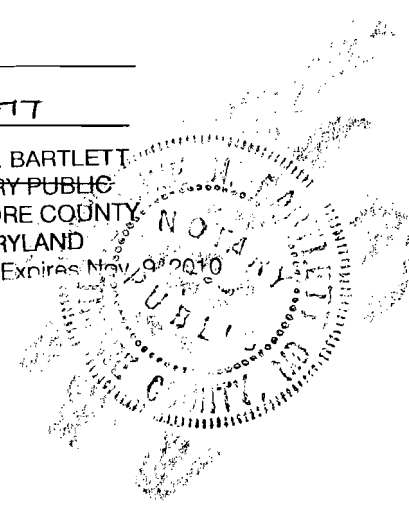
County of BALTIMORE

The foregoing instrument was acknowledged before me this 8th day of April, 2008, by **Nancy M. Roberts, manager of Reynolds Real Estate Ventures LLC, a Virginia limited liability company**, who is/are personally known to me or who has produced drivers license as identification.

Annett Bartlett
Notary Public
Print Name: ANNIE H. BARTLETT

My commission expires: 11.9, 2010

ANNIE H. BARTLETT
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires May 9, 2010



Reynolds Real Estate Ventures LLC,
a Virginia limited liability company

Signed and Sealed in our Presence:

By: J. W. Y. Martin, III
J. W. Y. Martin, III, manager
a/k/a J. William Y. Martin, III

Eric Hughes
Witness Print Name: Eric Hughes

Carlos Reyes
Witness Print Name: Carlos Reyes

State of California
County of Marin

The foregoing instrument was acknowledged before me this 8th day of April, 2008, by **J. W. Y. Martin, III, a/k/a J. William Y. Martin, III, manager of Reynolds Real Estate Ventures LLC, a Virginia limited liability company**, who is/are personally known to me or who has produced drivers license as identification.

Lucy Haughwout
Notary Public
Print Name: Lucy Haughwout
My commission expires: August 2nd 2011



Prepared by, record and return to:
Precise Title, Inc.,
201 Sixth Ave.
Indialantic, FL 32903
Karen S. Solomon
incidental to issuance of a
title insurance policy

APPENDIX D
GRANT AWARD AGREEMENT

FCT Contract Number 07-CT-1C-07-F6-A1-080
 FLORIDA COMMUNITIES TRUST
 06-080-FF6
 THOUSAND ISLANDS CONSERVATION LANDS
 CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and BREVARD COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

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

WHEREAS, on September 14, 2006 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

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

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

WHEREAS, Rule 9K-7.003(5) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property is acquired by the Recipient within 18 months after the application deadline for which the application was made. The date of this application deadline was May 10, 2006;

WHEREAS, the Recipient will acquire fee simple title to the entire Project Site prior to December 14, 2006 for Crawford Parcel (ID# 25-37-15-00-26). The Recipient will continue to pursue negotiations and may purchase the Reynolds Parcel (ID# 25-37-15-00-0075).

WHEREAS, the Recipient will request disbursement of FCT Florida Forever Bond proceeds, subsequent to acquiring the Project Site, for the reimbursement of Project Costs expended by the Recipient for the acquisition of the Project Site; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to reimbursing the Recipient for Project Costs.

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

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **July 1, 2007** ("**Expiration Date**"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

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

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **January 31, 2007**. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

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

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

4. The Recipient shall provide a monthly status report to FCT of its progress towards reimbursement of the Project Costs.

5. The Recipient shall provide the appraisal(s) required by 9K-8.007, F.A.C. to FCT for review by a date not to exceed ninety (90) days after the Recipient's project is selected for funding. The appraisals shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Forty Five Percent (45 %) of the final Project Costs, as defined in Rule 9K-7.002(29), F.A.C., or Three Million Five Hundred Fifty Five Thousand Dollars And Zero Cents (\$3,555,000.00) unless FCT approves a different amount after determination of the MAPP.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(3), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(29), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

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

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

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant to the Recipient. The FCT Award shall only be delivered after FCT approval of the Project Plan and Project Site acquisition terms. FCT shall prepare a grant reconciliation statement prior to the reimbursement that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(22), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(28), F.A.C., or donated land is the source of the Match, the MAPP shall determine the value of the Match. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

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

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

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

V. NOTICE AND CONTACT

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

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

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

Name: Mike Knight

Title: Environmentally Endangered Land Program Manager

Address: 91 East Drive
Melbourne, FL 32904

Phone: 321-255-4466 Fax: 321-255-4499

E-mail: mknight@brevardparks.com

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

Name: Peggy Busacca

Title: County Manager

Address: 2725 Judge Fran Jamieson Way, Bldg C, Viera, FL 32940

Phone: 321-633-2001 Fax: 321-633-2115

Email: peggy.busacca@brevardcounty.us

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

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000523.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

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

- a. Closing documents associated with the parcel(s):
 - (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between Recipient and Crawford/Reynolds.
 - (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
 - (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.
 - (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by Recipient.
 - (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).
 - (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.
- b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C. and as described in Article VII below.
- c. A statement of the Project Costs.

- d. A statement of the amount of the award being requested from FCT.
- e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.
- h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

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

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(41). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

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

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

6. Reimbursement for Project Costs shall not occur until after FCT approval of the Project Plan.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

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

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

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

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and

management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla. Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(32), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

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

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

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

VIII. SPECIAL MANAGEMENT CONDITIONS

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

1. Two or more resource-based outdoor recreational facilities including a picnic pavilion and canoe launch shall be provided. The facilities shall be developed in a manner that allows the

general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those

2. A permanent recognition sign, a minimum size of 3' x 4', shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust and the City of Cocoa Beach.
3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.
4. At least 12 regularly scheduled and ongoing educational classes or programs that promote the protection of natural resources shall be provided annually at the project site.
5. A survey of the natural communities and plant species on the project site shall be conducted prior to the development of the project site. The survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site.
6. The maritime hammock and tidal swamp communities on the project site shall be preserved, enhanced, and appropriately managed to ensure the long-term viability of these communities.
7. The project site shall be managed in a manner that will protect and enhance the habitat for native wildlife species that utilize or could potentially utilize the site.
8. Approximately 10 acres of degraded uplands shall be restored in terms of biological composition and ecological function.
9. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
10. A feral animal removal program shall be developed and implemented for non-native wildlife that may be found on the project site. A monitoring program for nuisance wildlife, including racoons, shall be developed and implemented for the site.
11. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

12. The location and design of the parking facility and outdoor recreational improvements shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.

13. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.

14. No motorized boating facilities shall be provided at the project site. The Management Plan shall include specific provisions to protect manatees and manatee habitat.

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

16. The project site shall be protected and managed as part of linked conservation lands and recreation opportunities within the County's designated Indian River Lagoon Blueway.

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

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

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

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery,

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. RECORDKEEPING; AUDIT REQUIREMENTS

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

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

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

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the

provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

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

Department of Community Affairs (at each of the following addresses):

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

and

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

State of Florida Auditor General at the following address:

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

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

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

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

XIII. DEFAULT; REMEDIES; TERMINATION

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

- a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
- b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;
- c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or
- d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

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

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

address set forth in paragraph V.2. herein;

- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

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

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

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

XIV. LEGAL AUTHORIZATION

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

the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

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

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

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

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

This Agreement embodies the entire agreement between the parties.

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

BREVARD COUNTY

By: Jackie Colon
Print Name: Jackie Colon
Title: Chairperson
As approved by the Board on:
Date: January 23, 2007

FLORIDA COMMUNITIES TRUST

By: Janice Browning
Janice Browning
Division Director of Housing &
Community Development
Date: 2/20/07

Approved as to Form and Legality:
By: Christine Leppre
Print Name: Christine Leppre

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

BREVARD *County*
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



BERNADETTE S. TALBERT, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6872

July 12, 2006

MEMORANDUM

TO: Mike Knight, EEL's Program Manager

RE: Item VIII.B.2, Acquisition of Thousand Islands Property from Crawford Homes

The Board of County Commissioners, in regular session on July 11, 2006, approved moving forward with the acquisition of the Thousand Islands property from Crawford Homes; and executed Assignment of Option to Purchase with The Conservation Fund. Enclosed are original and fully-executed copy of the Option Agreement for Sale and Purchase, original and fully-executed copy of the Assignment of Option to Purchase, and a copy of a verbatim transcript of that portion of the meeting.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERKA handwritten signature in cursive script, reading "Tamara Ricard".
Tamara Ricard, Deputy Clerk

/sl

Encls. (5)

cc: Assistant County Manager Lusk
Finance
Budget

Project: 1000 Islands
Parcel Tax I.D. 25-37-15-00-00026.0-0000.00

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 28th day of April, 2006, between Crawford Homes, Inc. as "Seller" and The Conservation Fund as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended, whose address is 1655 N. Ft. Myer Drive, Suite 1300, Arlington, Virginia 22209-3199 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 North U.S. Highway 1, Melbourne, FL 32940, if this option is assigned to the County, 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").
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 120 days after the County's approval of this Agreement, but not later than September 29, 2006 ("Option Expiration Date"), unless extended by other provisions of this Agreement, if this Agreement is assigned to the County. 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 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 Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), 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.
- 4.A. **ENVIRONMENTAL SITE ASSESSMENT.** Purchaser, prior to the exercise of the option and at its sole cost and expense and may be reimbursed at closing pursuant to paragraph 11, 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. However, should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 2% of the 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. For purposes of this Agreement, "Environmental Law" means 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.

5. SURVEY. Purchaser may have the Property surveyed at its expense and may be reimbursed at closing pursuant to paragraph 11. 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. Within 45 days of the Effective Date and at Seller's expense, Seller shall provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from Fidelity National Title Insurance Company a title insurance company approved by the County, insuring marketable title to the Property in the amount of the purchase price.

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, 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 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 statutory 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 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, 375.031(1) and 380.08(2), Florida Statutes, on Purchaser forms provided by Purchaser. 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 Purchaser forms provided by Purchaser.

10. PURCHASER'S REVIEW FOR CLOSING. Purchaser will approve or reject each item required for closing under this Agreement. If Purchaser rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or Purchaser rejects any item after delivery, the Option Expiration Date shall be extended until Purchaser approves Seller's documents or until Purchaser elects to terminate the Agreement.

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. At closing, Seller will pay one half of the combined cost of the survey and environmental audit up to twenty five thousand and 00/100 dollars (\$25,000.00).

12. TAXES AND ASSESSMENTS. If this option is not assigned to the County, all real estate taxes and assessments which are or that may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this option is assigned to the County, 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 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 60 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 \$35,000.00 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, (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. Purchaser acknowledges that it is buying submerged lands and off shore islands in the Indian River Lagoon. Seller makes no warranty of access, but will convey any rights of access Seller may have.

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. If Purchaser defaults under this Agreement, Seller may, as its sole remedy, terminate this Agreement while retaining the Option Payment as liquidated damages. The parties acknowledge that Seller's damages in the event of a default by Purchaser would be difficult or costly to determine and that the Option Payment represents a reasonable estimate of such damages. 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, 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, 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 unacceptable to Purchaser or 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 shall be subject to the final approval of County. 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 _____, 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, 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, (2) CONFIRMATION THAT

THE FINAL ADJUSTED PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE PROPERTY, AND (3) COUNTY 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:

Crawford Homes, Inc., a Louisiana corporation

By: Spence L. Wilson
Spence L. Wilson

As Its: President

72-0452269
F.E.I.D. No.

April 28, 2006
Date signed by Seller

PURCHASER:

The Conservation Fund as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended

By: Frederick Edmunds

As Its: Exec. VP

F.E.I.D. No. 52-1388917

Gary C. McClain
Witness as to Seller

Gary C. McClain
Print Name

Alana Crawley
Witness as to Seller

Alana Crawley
Print Name

Matthew Sutton
Witness as to Purchaser

Matthew Sutton
Print Name

MA McCANIS
Witness as to Purchaser

MA McCANIS
Print Name

5/2/06
Date signed by Purchaser

Reviewed for Legal form and contract:
(Assistant) Brevard County Attorney

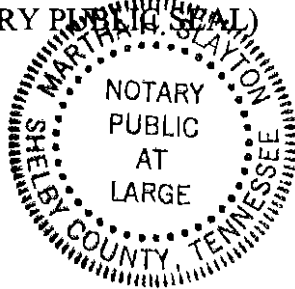
STATE OF TENNESSEE)

COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 28th day of April, 2006 by Spence Wilson 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)



Martha H. Slayton
Notary Public

Martha H. Slayton
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: N/A

My Commission Expires ~~My Commission~~ February 12, 2008

Commonwealth Virginia

~~STATE OF FLORIDA)~~
Arlington
~~COUNTY OF SEMINOLE~~)

The foregoing instrument was acknowledged before me this 2nd day of May, 2006, by Richard L. Erdmann as Executive Vice Pres., a Trustee, on behalf of the corporation, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended. He is personally known to me.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public

Carolyn A. Medzinski
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: N/A

My Commission Expires: 3/31/08

EXHIBIT "A"

Parcel Tax I.D. 25-37-15-00-00026.0-0000.00

A parcel lying in Section Fifteen (15), Township Twenty-Five (25) South, Range Thirty-seven (37) East, Brevard County, Florida, bounded on the south by the south line of the westerly projection of Fourth Street South, Cocoa Beach, on the north by the north line of the Westerly projection of Section Street South, Cocoa Beach, on the east by a line two thousand one hundred fifty-eight and 22/100 (2188.22) feet west of and parallel to the west right-of-way of Brevard Avenue, Cocoa Beach, and on the west by the west line of said Section Fifteen (15).

Less and except all waters, island, tidal lands, submerged lands, and bottomlands.

Also less and except the Plat of Yacht Haven, according to the Plat thereof as recorded in Plat Book 20, Page 60, Public Record of Brevard County, Florida.

ADDENDUMBENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

Before me, the undersigned authority, personally appeared Gary McClain ("affiant"), this 28th day of April, 2006, who, first being duly sworn, deposes and says:

1) That affiant is the Assistant Secretary of Crawford Homes, Inc., a Louisiana corporation, as "Seller", whose address is 8700 Trail Lake Drive West, Suite 300, Memphis, TN 38125, 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>
C. Kemmons Wilson Family Foundation	8700 Trail Lake Drive West #300 Memphis, Tennessee 38125	100%

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>
Foley & Lardner	111 North Orange Ave. #1800 Orlando, Florida 32801	Legal Fee	to be determined
Kemmons Wilson, Inc.	*8700 Trail Lake Drive West #300 Memphis, Tennessee 38125	Management Fees	to be determined

* Kemmons Wilson, Inc. is a Tennessee corporation 100% owned by Spence L. Wilson (33.3%), Robert A. Wilson (33.3%) and Kemmons Wilson, Jr. (33.3%).

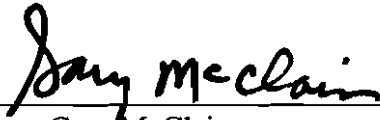
3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to Brevard County: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Amount of Transaction</u>	<u>Type of Transaction</u>
Non-Applicable		None	

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



 Name: Gary McClain

STATE OF TENNESSEE)

COUNTY OF SHELBY)

SWORN TO and subscribed before me this 28th day of April, 2006, by Gary McClain. 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)

Kathy Worthington
 Notary Public

Kathy Worthington
 (Printed, Typed or Stamped Name of Notary Public)

My Commission Expires ~~My Commission Expires April 15, 2008~~

My Commission Expires April 15, 2008

BLA-133 REVISED 10/98

ADDENDUM
(CORPORATE/NON-FLORIDA)

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 Purchaser:

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,
2. Certificates of good standing from the Secretary of State of the State of Florida and the Secretary of State of the State of Georgia, and
3. Copy of proposed opinion of counsel as required by paragraph B. below.

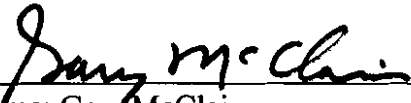
B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

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 Georgia and is duly licensed and in good standing and 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 from an attorney licensed to practice law in the State of Florida and an active member in good standing with the Florida Bar, 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:

Crawford Homes, Inc.,
a Louisiana corporation

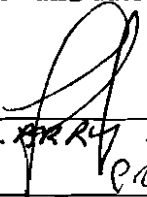
By: 
Name: Gary McClain
As Its: Assistant Secretary

F.E.I.D. No. 72-0452269

April 28, 2006
Date signed by Seller

PURCHASER:

The Conservation Fund as Trustee of The
Conservation Fund dated October 16, 1998
as amended

By: 
Name: LARRY SCIZER
As Its: PRESIDENT

F.E.I.D. No. 52-1388917

4/28/06
Date signed by Purchaser

REV. 02/98
BLA-142.1

ASSIGNMENT
OF
OPTION TO PURCHASE

FOR the consideration recited hereunder, **THE CONSERVATION FUND**, a Maryland non-profit corporation, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended, whose address is 224 Datura Street, Suite 209, West Palm Beach, Florida 33401, as Assignor, hereby transfers and assigns to **BREVARD COUNTY**, a Political Subdivision of the State of Florida, with an address of 2725 Judge Fran Jamison Way, Viera, Florida 32940, its successors and assigns, as Assignee, all of its rights, title and interest in that certain Option Agreement for Sale and Purchase between **CRAWFORD HOMES, INC.**, as Seller, and Assignor, as Purchaser, which option agreement is 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. This Assignment shall be effective upon countersignature and acceptance by Assignee.

Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the statutory 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 Multi-Party Acquisition Agreement dated as of 3/17/05 by and between the State of Florida and The Conservation Fund, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended. The consideration for this Assignment shall be payment by Assignee to Assignor in amount computed as 3 percent of the first \$500,000 of the purchase price, plus 2 percent of the second \$500,000, plus 1 percent of the balance of the purchase price, for a total consideration of \$27,000.

Assignor and Assignee hereby acknowledge that payment of the consideration for this Assignment is contingent upon the sale of the Property to Assignee, and that Assignee shall be required to pay said consideration to Assignor within thirty (30) days after the closing between Seller and Assignee.

WITNESSES AS TO ASSIGNOR:


Witness as to Assignor

THE CONSERVATION FUND,
a Maryland non-profit corporation, as Trustee of The
Conservation Fund Charitable Trust dated October
16, 1998, as amended.

By: 
Matthew S. Sexton
Its: Vice President

52-1388917
F.E.I.D. No.

6/23/06
Date Signed by Assignor

State of Florida :

County of Palm Beach : Ss:

The foregoing instrument was acknowledged before me this 23 day of June 2006, by **Matthew S. Sexton**, as Vice President of The Conservation Fund, a Maryland nonprofit Corporation, on behalf of the corporation as Trustee of The Conservation Fund Charitable Trust dated October, 16, 1998, as amended.

(NOTARY PUBLIC)
SEAL

Nancy L. Daley

My Commission Expires: 5/18/2010



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 condition therein stated.

ATTEST:

BREVARD COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

Approved by the Board on 7-11-06

BY: [Signature]
Scott Ellis, Clerk

BY: [Signature]

DATE: July 11, 2006

DATE: July 11, 2006

(SEAL)

REVIEWED FOR LEGAL FORM
AND CONTENT:

APPROVED AS TO TERMS AND
CONDITIONS:

BY: [Signature]
Christine Lepore, Assistant County Attorney

DATE: _____



October 24, 2007

MEMORANDUM

TO: Mike Knight, EEL Program Manager

RE: Item VII.A, Purchase of Reynolds Parcel of Thousand Islands

The Board of County Commissioners, in regular session, on October 23, 2007, executed Assignment of Option for Sale and Purchase of the Reynolds property; authorized staff to exercise the Option for Sale and Purchase on or before January 23, 2008; and accepted donations from the City of Cocoa Beach and the Reynolds partners as funding partners. Enclosed are original and fully-executed copies of Assignment of Option to Purchase and Acceptance by Assignee.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tamara Ricard, Deputy Clerk

/sl

Encls. (4)

cc: Contracts Administration
Finance
Budget

*original w/attachments - Mike
cc: Agenda file
Clerk file
Larry*

ASSIGNMENT

OF

OPTION TO PURCHASE

FOR the consideration recited hereunder, **THE CONSERVATION FUND**, a Maryland non-profit corporation, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended, whose address is 224 Datura Street, Suite 209, West Palm Beach, Florida 33401, as Assignor, hereby transfers and assigns to **BREVARD COUNTY**, a Political Subdivision of the State of Florida, with an address a 2725 Judge Fran Jamieson Way, Viera, FL 32940, its successors and assigns, as Assignee, all of its right, title and interest in that certain Option Agreement for Sale and Purchase, between **UNIVERSAL SALES CORPORATION**, a Virginia corporation (as to an undivided ½ interest), **NANCY M. ROBERTS** (as to an undivided ¼ interest, **J.W.Y. MARTIN III** (as to an undivided 1/6 interest) and **J.W.Y. MARTIN III, GLENN R. MARTIN AND NANCY M. ROBERTS, TRUSTEES OF THE J. LOUIS REYNOLDS TRUST under will dated 1/22/82 f/b/o J.W.Y Martin III** (as to an undivided ½ interest), collectively Seller, and Assignor, as Purchaser, which option agreement is 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. This Assignment shall be effective upon countersignature and acceptance by Assignee.

Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the statutory 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 Multi-Party Acquisition Agreement dated as of 3/17/05 by and between the State of Florida and The Conservation Fund, as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended. The consideration for this Assignment shall be payment by Assignee to Assignor in amount computed as 3 percent of the first \$500,000 of the purchase price, plus 2 percent of the second \$500,000, plus 1 percent of the balance of the purchase price, for a total consideration of \$47,000.

Assignor and Assignee hereby acknowledge that payment of the consideration for this Assignment is contingent upon the sale of the Property to Assignee, and that Assignee shall be required to pay said consideration to Assignor within thirty (30) days after the closing between Seller and Assignee.

ACCEPTANCE BY ASSIGNEE

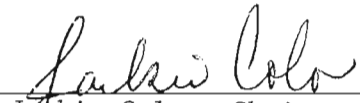
Assignee hereby accepts the above Assignment of Option Agreement and agrees to perform all obligations to be performed by Assignor under the Option Agreement, according to the terms and condition therein stated.

ATTEST:

BREVARD COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

BY: 

Scott Ellis, Clerk

BY: 

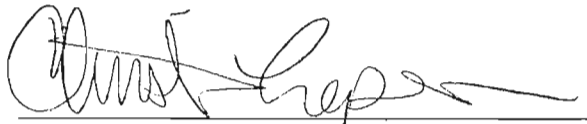
Jackie Colon, Chairperson
As Approved by the Board On:

DATE: October 23, 2007

DATE: October 23, 2007

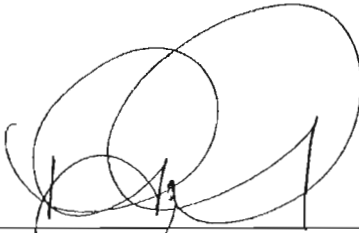
(SEAL)

REVIEWED FOR LEGAL FORM AND
CONTENT:

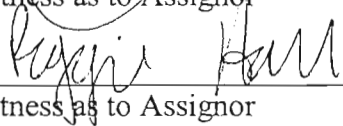


Assistant County Attorney

WITNESSES AS TO ASSIGNOR:

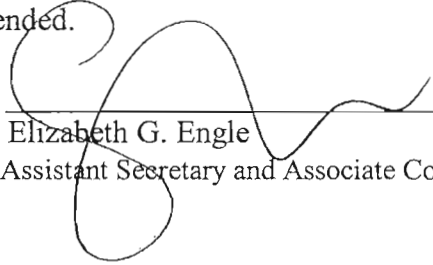


 Witness as to Assignor



 Witness as to Assignor

THE CONSERVATION FUND,
a Maryland non-profit corporation, as
Trustee of The Conservation Fund
Charitable Trust dated October 16, 1998, as
amended.

By: 

 Elizabeth G. Engle
 Its: Assistant Secretary and Associate Counsel

52-1388917
F.E.I.D. No.

10/9/07

Date Signed by Assignor

Commonwealth of Virginia :
 : Ss:
County of Arlington :

The foregoing instrument was acknowledged before me this 9th day of October 2007,
by **Elizabeth G. Engle**, as Assistant Secretary and Associate Counsel of The Conservation Fund,
a Maryland nonprofit Corporation, on behalf of the corporation as Trustee of The Conservation
Fund Charitable Trust dated October, 16, 1998, as amended.

(NOTARY PUBLIC)
SEAL

M.A. McCants

My Commission Expires: September 30, 2010
NOTARY REGISTRATION # 70371741



Margaret Anne McCants
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires
September 30, 2010

Project: 1000 Islands

Parcel Tax I.D. 25-37-22-00-00002.0-0000.00; 25-37-15-00-00750.0-0000.00

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS OPTION AGREEMENT FOR SALE AND PURCHASE (this "Agreement") is made this 22nd day of May, 2007, between Universal Sales Corporation, a Virginia corporation (as to an undivided 1/2 interest), Nancy M. Roberts (as to an undivided 1/4 interest), J.W.Y. Martin III (as to an undivided 1/6 interest) and J.W.Y. Martin III, Glenn R. Martin and Nancy M. Roberts, Trustees of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III (as to an undivided 1/12 interest) (collectively referred to as "Seller") and The Conservation Fund as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended, whose address is 1655 N. Ft. Myer Drive, Suite 1300, Arlington, Virginia 22209-3199 and its successors and permitted assigns (the "Purchaser").

1. GRANT OF OPTION. Seller hereby grants to Purchaser the exclusive option (the "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 (collectively referred to as the "Property"), in accordance with the provisions of this Agreement. This Agreement shall become legally binding upon execution by the parties, but if this Agreement is assigned to the Board of County Commissioners of 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, 91 East Drive, Melbourne, Florida 32904, exercise of the Option is subject to approval by the County. If this Option is assigned to the County, the County's agent in all matters shall be the Parks and Recreation Department (the "Department"). In order for the Option to be exercised, Purchaser must give written notice of such exercise to Seller in accordance with this Agreement.

2. OPTION TERMS. The Option payment is \$100.00 ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. The Option period shall commence with Purchaser's execution of this Agreement and unless otherwise extended as herein provided, shall expire one hundred twenty (120) days following the County's official approval of this Agreement (if this Agreement is assigned to the County) but in no event later than two hundred forty (240) days following the execution date of this Agreement (the "Option Expiration Date"). In the event the Environmental Assessment (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) are not available by the Option Expiration Date, the Option Expiration Date may be extended by prior written notice to Seller, until such funds become available, not to exceed sixty (60) days after the Option Expiration Date.

3. PURCHASE PRICE. The purchase price for the Property is Three Million Two Hundred Thousand and 00/100 Dollars (\$3,200,000.00) ("Purchase Price"), which, after reduction by the

amount of the Option Payment, will be paid in cash (or, if this Agreement is assigned to the County in accordance with paragraph 21, by County check) at closing to Seller.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser may, at its sole cost and expense and prior to the exercise of the Option, conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property (the "Environmental Assessment"). 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 defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. If the Environmental 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. For purposes of this Agreement, "Environmental Law" means 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 environment 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 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, the rules of the U.S. Environmental Protection Agency, the 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.

5. SURVEY. Purchaser may, at its sole cost and expense, and not less than 35 days prior to the Option Expiration Date, obtain a current boundary survey of the Property (the "Survey"). The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser and by 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. Purchaser shall deliver a copy of the Survey to Seller and Seller shall have five (5) days to approve the Survey ("Seller's Survey Review Period"). If Seller fails to give written notice of objection to the Survey within Seller's Survey Review Period, then the Survey shall be deemed acceptable to Seller. If Seller gives Purchaser notice of objection to the Survey pursuant to this paragraph, then Purchaser shall use good faith and best efforts to revise the Survey within thirty (30) days after receipt of such written notice (the "Survey Cure Period"). If, after the exercise of good faith and best efforts and diligence and upon the expiration of the Survey Cure Period, Purchaser shall be unable to revise the Survey to Seller's reasonable satisfaction, then Seller shall have the option to terminate this Agreement. 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.

6. TITLE INSURANCE. Purchaser shall, at Purchaser's sole cost and expense and at least 35 days prior to the Option Expiration Date, obtain a marketable title insurance commitment (the "Commitment"), to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company approved by Purchaser, insuring marketable title of Purchaser to the Property in the amount of the Purchase Price.

7. DEFECTS IN TITLE. If the Commitment or Survey obtained pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall have the option, within 90 days after notice from Purchaser, to remove said defects in title (it being understood that Seller shall be under no obligation to do so). Should Seller elect to remove said defects, Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If Seller is unwilling or 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.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory warranty deed (the "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 those that are acceptable encumbrances in the reasonable 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, 375.031(1) and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the Deed, 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 forms provided by Purchaser.

10. PURCHASER'S REVIEW FOR CLOSING. Purchaser will approve or reject each item required for closing under this Agreement, in its sole and reasonable discretion. If Purchaser rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or Purchaser rejects any item after delivery, the Option Expiration Date shall be extended for a reasonable period until Purchaser approves Seller's documents or until Purchaser elects to terminate the Agreement.

11. EXPENSES. Purchaser shall pay the cost of the title insurance policy and all other costs associated with the conveyance, including the cost of recording the Deed and the cost of the Survey and Environmental Assessment. Seller will pay the documentary revenue stamp tax on the Deed and the cost of recording any recordable instruments other than the Deed, which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. If this Option is not assigned to the County, all real estate taxes and assessments which are or that may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this Option is assigned to the County, 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 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 Property taxes that are determined to be legally due and payable by the County tax collector.

13. CLOSING PLACE AND DATE. The closing shall occur on or before 30 days after Purchaser exercises the Option; provided, however, that if a defect exists in the title to the Property, the Commitment, Survey, Environmental 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 60 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; AS-IS SALE. Seller assumes all risk of loss or damage to the Property prior to the date of closing. If the condition of the Property 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 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. It is understood and agreed that other than those representations specifically set forth in this Agreement, Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property. Purchaser agrees that with respect to the Property, Purchaser has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or of Seller's broker, agents or employees. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY, "AS IS, WHERE IS AND WITH ALL FAULTS", AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN. This language shall not affect the warranties extended in Paragraph 8 regarding the title.

15. BARGAIN SALE. Seller and Purchaser hereby acknowledge that the purchase of the Property is to be structured as a “bargain sale”, and the Purchaser agrees to cooperate with Seller in any and all filing requirements necessary to conform the transaction as such.
16. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that following execution of this Agreement, 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.
17. ACCESS. Purchaser acknowledges that it is buying submerged lands and off shore islands in the Indian River Lagoon. Seller makes no warranty of access, but will quitclaim any rights of access Seller may have.
18. DEFAULT. If Seller defaults under this Agreement, Purchaser shall have the exclusive option to either waive the default and proceed to closing or seek specific performance. If Purchaser defaults under this Agreement, Seller may, as its sole remedy, terminate this Agreement while retaining the Option Payment as liquidated damages. The parties acknowledge that Seller’s damages in the event of a default by Purchaser would be difficult or costly to determine and that the Option Payment represents a reasonable estimate of such damages. 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.
19. BROKERS. Seller and Purchaser warrant 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 and Purchaser shall each indemnify and hold harmless the other party from any and all such claims, whether disclosed or undisclosed.
20. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in Brevard County. Should Purchaser elect to record this Agreement, it shall promptly release same at its sole cost and expense following (a) its election to not exercise the Option, or (b) this Agreement expires or terminates for any reason whatsoever.
21. ASSIGNMENT. Except as provided herein, this Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Purchaser shall not assign this Agreement to any person or entity, the effect of which would be to inhibit the Seller from receiving the charitable deduction from the sale of the Property as a “bargain sale.” Except as provided herein, this Agreement may not be assigned by Seller without the prior written consent of Purchaser. This Agreement may be assigned by Seller in an effort by Seller to conform this transaction to qualify as a 1031 like kind exchange.
22. LIKE-KIND EXCHANGE. Seller shall have the right to transfer the Property to Purchaser pursuant to the exchange provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. In the event Seller elects to transfer the Property subject to such provisions,

28. 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.
29. 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.
30. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
31. 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.
32. 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 and Purchaser's possession of the Property.

THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. IF THIS AGREEMENT IS ASSIGNED TO THE COUNTY, THE EXERCISE OF THE OPTION IS SUBJECT TO: (1) APPROVAL OF THE PURCHASE PRICE AS SET FORTH IN PARAGRAPH 3 AND AN ACCEPTANCE OF THE ASSIGNMENT OF THIS OPTION BY THE COUNTY, (2) CONFIRMATION THAT THE FINAL ADJUSTED PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE PROPERTY, AND (3) COUNTY 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

UNIVERSAL SALES CORPORATION, a Virginia corporation

Wendy Spaur
Witness as to Seller
Wendy Spaur
Print Name

By: Glenn R. Martin
Print Name: Glenn R. Martin
As Its: President

54-0741866
F.E.I. No

June Becker
Witness as to Seller
June Becker
Print Name

7-12-07
Date signed by Seller

STATE OF Oregon
COUNTY OF Wallowa

The foregoing instrument was acknowledged before me this 12th day of July, 2007, by Glenn R. Martin, as President of the **UNIVERSAL SALES CORPORATION**, a Virginia 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.

Leah Johnson
Notary Public
(NOTARY PUBLIC SEAL)



Leah Johnson
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: 376926
My Commission Expires: Jan 29, 2008

Wendy Spaur
Witness as to Seller
Wendy Spaur
Print Name

Nancy M. Roberts
NANCY M. ROBERTS, individually

June Becker
Witness as to Seller
June Becker
Print Name

7-12-07
Date signed by Seller

STATE OF Oregon)
COUNTY OF Wallowa)

The foregoing instrument was acknowledged before me this 12th day of July, 2007, by Nancy M. Roberts, individually. Such person(s) (Notary Public must check applicable box):

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



Leah Johnson
Notary Public
(NOTARY PUBLIC SEAL)

Leah Johnson
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: 376926
My Commission Expires: Jan 29, 2008

Ann Marie Frazier
Witness as to Seller
Ann Marie Frazier
Print Name

J. W. Y. Martin III
J.W.Y. MARTIN III, individually

Anne H Bartlett
Witness as to Seller
ANNE H BARTLETT
Print Name

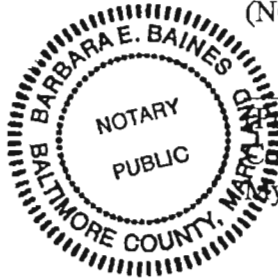
7/13/07
Date signed by Seller

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

The foregoing instrument was acknowledged before me this 13th day of July, 2007, by J.W.Y. Martin III, individually. Such person(s) (Notary Public must check applicable box):

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

Barbara E. Baines
Notary Public
(NOTARY PUBLIC SEAL)



Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
Commission Expires: 6/1/2011

Wendy Spahr
Witness as to Seller
Wendy Spahr
Print Name

Nancy M. Roberts
NANCY M. ROBERTS, trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III

June Becker
Witness as to Seller
June Becker
Print Name

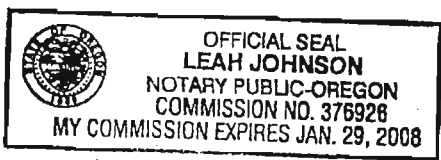
7-12-07
Date signed by Seller

STATE OF Oregon)
COUNTY OF Wallowa)

The foregoing instrument was acknowledged before me this 12th day of July, 2007, by Nancy M. Roberts, as trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III. Such person(s) (Notary Public must check applicable box):

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

Leah Johnson
Notary Public
(NOTARY PUBLIC SEAL)



Leah Johnson
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: 376926
My Commission Expires: Jan 29, 2008

Ann Marie Frazier
Witness as to Seller
Ann Marie Frazier
Print Name

J. W. Y. Martin III
J.W.Y. MARTIN III, trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III

Anne H. Bartlett
Witness as to Seller
ANNE H. BARTLETT
Print Name

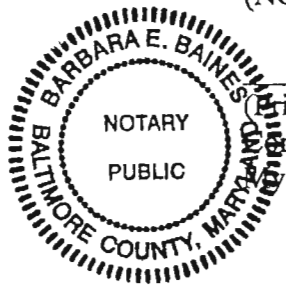
7/13/07
Date signed by Seller

STATE OF MARYLAND)
)
COUNTY OF BALTIMORE

The foregoing instrument was acknowledged before me this 13th day of July, 2007, by J.W.Y. Martin III, as trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III. 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 Barbara E. Baines
(NOTARY PUBLIC SEAL)



Printed, Typed or Stamped Name of Notary Public) _____
Commission No.: _____
Commission Expires: 6/11/2011

[Signature]
Witness as to Seller
Wendy Spaw
Print Name

Glenn R. Martin
GLENN R. MARTIN, trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III

[Signature]
Witness as to Seller
JUNE BECKER
Print Name

7-12-07
Date signed by Seller

STATE OF Oregon)
COUNTY OF Wallowa)

The foregoing instrument was acknowledged before me this 12th day of July, 2007, by Glenn R. Martin, as trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III. 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 [Signature]
(NOTARY PUBLIC SEAL)



Leah Johnson
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: 376926
My Commission Expires: Jan 29, 2008

PURCHASER

The Conservation Fund as Trustee of The Conservation Fund Charitable Trust dated October 16, 1998, as amended

Jean Pampa
Witness as to Purchaser

M. McCune
Witness as to Purchaser

By: [Signature]
Print Name: Richard L. Erdmann
As its: Exec VP

(Corporate Seal)

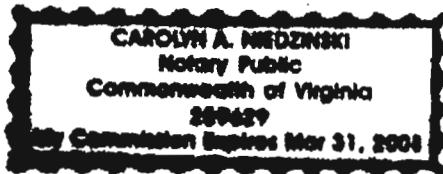
F.E.I. No. S2-1388917

7-31-07
Date signed by Purchaser

Commonwealth Virginia
~~STATE OF FLORIDA~~)
COUNTY OF ~~SEMINOLE~~)
Arlington)

The foregoing instrument was acknowledged before me this 3rd day of July, 2007, by Richard L. Erdmann as Executive VP, a _____, on behalf of the corporation, as Trustee of the The Conservation Fund Charitable Trust dated October 16, 1998, as amended. He is personally known to me.

(NOTARY PUBLIC SEAL)



[Signature]
Notary Public
Carolyn A. Niedzinski
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

SCHMABEL SURVEY. Reference is made to the attached survey prepared by Carl A. Schmabel, showing property formerly owned by Young & Wetmore Realty Company and prepared for Universal Realty Company, Cocoa, Florida, which is incorporated herein and made a part hereof.

MAP NO. THREE (3) Reference is also made to Map No. Three (3) prepared by Harold H. ... which was incorporated herein and made a part hereof.

Map No. ... The group bounded by ...

... street ...

... corner ...

... corner ...

... corner ...

... corner ...

... corner ...

TOGETHER WITH: All lands, islands, waters, marshes, or submerged lands outside of the boundary lines of Tracts 1, 2, 3, and 4 which are referred to by deeds numbered 1 and 2, dated January 13, 1956, from Peninsula Land Company, Ocean Beach Improvement Company, Gus C. Edwards and Clara M. Edwards to Universal Sales Corporation, provided that the same shall be contained within the boundaries of the tracts described above.

It is also understood that there is a gap between TRACT THREE (3) and TRACT FOUR (4) mentioned above, and that the Seller does not undertake to impair such riparian rights as may appertain to the land between said tracts.

EXCEPTIONS: The property described above SHALL NOT CONTAIN any of the following:

(A) ...

(B) ...

(C) ...

Less and Except portion recorded in O.R. Book 105, page 563, of the Public Records of Brevard County, Florida.

Parcel Tax I.D. 25-37-22-00-00002.0-0000.00 and 25-37-15-00-00750.0-0000.00

ADDENDUM**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)**

Before me, the undersigned authority, personally appeared **R. DUKE WOODSON** of **Foley & Lardner LLP** ("affiant"), this 19th day of July, 2007, who, first being duly sworn, deposes and says:

1) That affiant is the attorney in fact for Universal Sales Corporation, a Virginia corporation, Nancy M. Roberts, individually, J.W.Y. Martin III, individually and J.W.Y. Martin III, Glenn R. Martin and Nancy M. Roberts, Trustees of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III (collectively referred to as "Seller"), whose address for purposes of this affidavit is 111 N. Orange Ave., Orlando, Florida 32801, 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>
(1) Universal Sales Corporation, a Virginia corporation		an undivided 1/2 interest
(2) Nancy M. Roberts		an undivided 1/4 interest
(3) J.W.Y. Martin III		an undivided 1/6 interest
(4) J.W.Y. Martin III, Glenn R. Martin and Nancy M. Roberts, as trustees of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III		an undivided 1/12 interest

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>
Foley & Lardner LLP	111 N. Orange Ave. Orlando, Florida 32801	Attorney fees	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 Brevard County: **(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>
---	-------------	----------------------------	------------------------------

NONE

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


R. Duke Woodson

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

SWORN TO and subscribed before me this 19th day of July, 2007, by R. Duke Woodson. 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)

Diana Roman
Notary Public



(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____
My Commission Expires: _____

ADDENDUM
(CORPORATE/NON-FLORIDA)

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 Purchaser:

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,
2. Certificates of good standing from the Secretary of State of the State of Florida and the State Corporation Commission of the Commonwealth of Virginia, and
3. Copy of proposed 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 Commonwealth of Virginia and is duly licensed and in good standing and 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 from an attorney licensed to practice law in the State of Florida and an active member in good standing with the Florida Bar, 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.

PURCHASER:

The Conservation Fund as Trustee of
The Conservation Fund dated October 16, 1998 as amended

By: [Signature]

Name: SAC
Its: Vice President

F.E.I. No. 50-1388917

8/9/07
Date signed by Purchaser

SELLER

UNIVERSAL SALES CORPORATION,
a Virginia corporation

By: [Signature]
Print Name: Glenn R. Martin
As Its: President

F.E.I. No: 54-0741866

[Signature]
NANCY M. ROBERTS, individually

[Signature]
J.W.Y. MARTIN III, individually

Nancy M. Roberts

NANCY M. ROBERTS, trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III

J.W.Y. Martin III

J.W.Y. MARTIN III, trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III

Glenn R. Martin

GLENN R. MARTIN, trustee of the J. Louis Reynolds Trust Under Will dated 1/22/82 f/b/o J.W.Y. Martin III

APPENDIX E

**STRATEGIC PLAN FOR EXOTIC REMOVAL
THOUSAND ISLANDS CONSERVATION AREA
COCOA BEACH, FL**

INTRODUCTION

As outlined in the Management Plan approved by FCT for the Thousand Islands Conservation Area (Islands), a Strategic Plan (Plan) for exotic plant control is a required document prior to adoption of the formal management plan and the management agreement between the Environmentally Endangered Lands Program (EEL) and the City of Cocoa Beach (City). The goal of the Plan is to adopt a strategy that is both economically and ecologically feasible but will also satisfy concerns related to Australian pine eradication expressed by the City of Cocoa Beach. This Plan outlines timetables for actions, estimated costs, specific techniques and follow-up actions, responsibilities and funding sources.

The EEL Program has received grant funding for \$200,000 from the Bureau of Invasive Plant Management (BIPM) for control of exotic plants on the Thousand Islands. These funds should be expended by June, 2009, so there is a need to adopt a Plan that will expedite this project. An additional \$300,000 is currently available in the EEL FY07/08 budget. The City has agreed to an initial hand treatment of the exotic species (excluding Australian pines), which has been completed as of September, 2008, in order to facilitate the use of available funds in the FY07/08 EEL Program budget.

The City has suggested that it is possible to supply re-use water for irrigation of native plantings at both of the large Crawford Islands (#'s 1,3) and Reynolds 1. It will be the responsibility of the City to design, permit, engineer and fund this installation.

Summary of Current Conditions

The Islands have well-established communities of exotic, invasive plants (see Management Plan), dominated by two species: the Australian pine (AP) and Brazilian pepper (BP). Note that two species of AP are present: one propagates by seeds (*Casuarina equisetifolia*) and the other vegetatively by 'suckering' from the roots (*C. glauca*). A recent survey estimates areal coverage by these two species at about 25 ac. Note that this estimated figure does not represent total coverage, but the areal extent of domination by these species. BP is found scattered throughout the entire Island system, in small numbers where elevations are high enough. The AP in particular dominates the landscape of the larger and higher Islands, since the growth height of this species exceeds that of many native species present. It should be noted, however, that both AP and BP are cold-sensitive species and it is likely that the individuals present have originated since the 1989 freeze, when both were likely killed to the ground. Both species could easily be top-killed again with another killing freeze. In spite of this exotic presence, a well-established group of native species is also present in areas not dominated by exotics, including oaks, cabbage palms, palmetto, red cedar and privet (*Forestiera segretata*) (see Management Plan), with many specimens several yards in height. This bodes well for the quick establishment of more native species following the proposed exotic removal. The main concentrations of exotics are shown in Fig. 1. Sites slated for mechanical removal are given a numerical designation.

The following is a brief description of each of these sites:

Crawford (Fig. 1)

Site 1: (aka north Crawford)

A dense grove of large AP is found in the northeast quadrant of the polygon shown with areas of AP found along the northern and western boundaries of the polygon. A small clump of AP is found south of the center of the polygon. BP is found throughout the polygon at various densities. A number of native species (privet, stoppers, cedar, oaks, wax myrtle, palms, palmetto) are found throughout the polygon. Several open shell hash/sandy areas are found in the southern half of the polygon. A narrow mangrove fringe mixed with some BP is found along the eastern and southern shoreline of the polygon. AP overhangs the mangrove fringe at the north end of the eastern shoreline.

Site 2: (aka west Crawford)

A grove of large AP is found throughout the polygon shown. Some open areas are found within the interior of the polygon, likely the result of campfires/wildfires. There is limited understory (largely open) with a dense carpet of AP needles. Scattered BP is found throughout the polygon with a few dense clumps. Some native species in limited numbers (privet, stoppers, palms) are scattered throughout. The north and east shoreline features an established mangrove fringe.

Site 3: aka south Crawford)

A grove of mostly mature AP is found throughout the polygon shown. Some open areas are found within the interior of the polygon, resulting from a recent wildfire (Figure 2) and possibly campfires. A patch of melaleuca (recently treated) is found in the southeast quadrant of the polygon. BP is found throughout the polygon at various densities. Some native species (privet, stoppers, cedar, palm, palmetto) scattered throughout the polygon. A narrow mangrove fringe is located along the east shoreline of the polygon interspersed with some BP and AP. The north shoreline of polygon is primarily AP with scattered mangroves. This shoreline is eroding with several AP undermined.

There are four unlabeled sites in Crawford area with small numbers of AP, with the exception of the island north of Crawford 2 which has a high concentration of AP. BP present in these polygons also. These sites slated for hand treatment.

Reynolds (Fig. 1)

Site 1: AP is found throughout the polygon shown with band of mature AP around the boundaries of the polygon. BP is found throughout the polygon at various densities. A number of natives (oaks, privet, stoppers, cedar, wax myrtle, palm, palmetto, etc.) mixed with BP and some AP are found in the center of the polygon. A narrow fringe of mangrove is located along the east shoreline of the polygon with overhanging AP and some interspersed AP and BP.

Site 2: The 4th St. South area has abundant BP throughout with dense concentrations of AP at the east end.

Misc. unlabelled sites in Reynolds area: scattered to dense concentrations of AP, with BP found throughout. These sites slated for hand treatment.

Strategies

Common methods of exotic plant control include the following:

- 1) clear and grub/pile burn: larger trees removed with root systems, piled and burned or burned with an air curtain incinerator.
- 2) clear and grub/chip: larger trees removed and chipped in a tub grinder or chipper.
- 3) cut stump: cut tree and treat stump with herbicide.
- 4) basal bark: herbicide applied to base of trunk and tree left standing.
- 5) foliar herbicide: herbicide applied to foliage.
- 6) mulching in place: grinding with specialized equipment that 'grinds' trees down to the soil surface (e.g. 'Brontosaurus').

Due to access issues on the Islands, much of the control work will involve hand treatment (basal bark) and plants will be left standing, particularly on isolated stands of BP away from the higher islands. However, the most desirable method of removal for larger stands of AP and BP is clearing with heavy equipment. The recommended equipment is a tracked excavator with grappler. This equipment is proposed for use on the following Islands/sites (see Fig. 1): Crawford 1, 2, 3 and Reynolds 1, 2. Equipment will be landed with a barge along the shorelines, at a single location on the above Islands, as follows: Crawford 1: east side, Crawford 2: middle of west side, Crawford 3: northeast corner, Reynolds 1: north corner, Reynolds 2: along 4th St. South. Operation will involve removing trees from the ground, shaking excess soil from the roots and then piling the material for later burning. An exception to this is on Crawford #3 (north side) where AP grow right on the water's edge. Here, it will be necessary to cut trees, fell them into the water and drag from the water for burning. Stumps will be treated with herbicide. An air-curtain may be required for effective burning. The presence of heavy equipment (a small loader) will be required for the burn operation and post-burn to spread the ash residue, thus recycling plant nutrients back into the soils. Trained equipment operators can avoid desirable native species, and any depressions left by tree removal can be backfilled. Select, larger AP will be left within interior areas designated for mechanical clearing on the island sites. These will be hand-treated with herbicide and left standing to provide snags for birds.

Concerns

The City has expressed concern over AP removal, but EEL primary management goals, as expressed in the Management Plan and the EEL Sanctuary Management Manual, include removal of all exotic plants on site to promote and enhance biodiversity. The City of Cocoa Beach has requested that the EEL Program use a phased, island-by-island mechanical removal of AP and what BP remains untreated from the just-completed (Sept., 2008) hand treatment. This approach will increase the cost of the project due to the need to barge equipment to the Islands in two phases instead of only one. As noted, mechanical removal is proposed for Crawford 1, 2 and 3 and Reynolds 1 and 2. AP remaining at other sites not addressed mechanically will be hand-treated. See Fig. 3 for an example of what AP looks like following basal bark treatment (photo compliments of L. Smith). These trees will likely stand for several years. Once needle-drop occurs on herbicide-treated AP, the likelihood of winds uprooting entire trees is lessened. Dead

trees will most likely break apart in pieces over time. Visitors to the Islands will need to be warned of the potential hazard of falling trees. Signage will also be installed in prominent locations including the Ramp Road Park informing visitors of the restoration plans underway.

If water can be made available on the Islands, significant planting of native vegetation will occur following exotic removal, and a planting scheme is proposed (below). If, for any reason, the City is unable to get water to the Islands, the EEL Program will continue with the original plan of planting and watering the originally proposed 376 plantings.

Planting and follow-up treatments

EEL anticipates that yearly herbicide retreatment will be required on many of the Islands. There is an abundant seed bank for both AP and BP present in the soil. Although it is likely that native species will begin to thrive once the exotics are removed, there will be exotics present on a long-term basis. As coverage of native species increases, this will inhibit the propagation of exotics. See Fig. 4 for an example of removal of AP and BP and the resultant proliferation of native species on the Brevard County south beaches (photo courtesy R. Mojica). Also, Fig. 5 shows an example of exotic removal, before and after, by TNC at Blowing Rocks Preserve. Finally, Fig. 6 depicts Samson's Island (Satellite Beach, FL), an example of natural recruitment of native species following exotic removal, i.e. no plantings were done. Some planting of native species is recommended, as outlined in "Proposed Planting Scheme", below. One species highly recommended would be red cedar, which appears to do well on the Islands. It is suggested that if the City or any other group desires additional plantings of any material other than species noted herein or in any locations other than that stipulated herein, that they undertake and fund this endeavor, subject to approval of a plan submitted to the Selection and Management Committee (SMC) or the Land Manager. The focus should be on planting species that will emulate the apparently desirable tree-line presented by the current AP. Plantings could supplement the regrowth of natives, but it is anticipated that shoreline mangroves will flourish once overhanging AP are removed, adding to the 'height structure' of the shoreline vegetation. Plantings will require initial watering at the time of planting, but if done at the inception of the rainy season (May-June), further watering may not be necessary.

An additional list of native plant species that may be considered as options in addition to or if the species identified in the Proposed Replanting Scheme are not available is provided in Table 1. Any additional species to be considered must be of similar type and size and be reviewed by the SMC or the Land Manager.

Although the availability of funding for all phases of the project cannot be guaranteed, the EEL Program will ensure that available funding is distributed accordingly in order to maintain the same ratio of exotic removal to replanting as identified in this strategic plan.

Proposed Phased Removal

“Pre-treatment” Phase

This phase (now complete) allowed EEL to use currently budgeted 07-08 funds to immediately begin exotic removal. This phase involved treatment (by hand application of herbicide) of BP only. No AP was treated on any site and no treatment took place on the 4th St. South parcel (Reynolds #2). On the larger Islands where mechanical removal is proposed, hand treatment in this phase did not extend into areas where mechanical removal is feasible.

Phase 1:

EEL will use available budgeted funds and BIPM grant funding in 2008-09 to begin the phased plan. Heavy equipment will be barged to the Islands from Ramp Road. Two Crawford Islands (#s 1, 2) and Reynolds #2 (4th St. South) will be cleared as described. On 4th St. South, several *Phoenix* sp. date palms are present. Removal of these (possible transplant to another location off-site) will be the responsibility of the City and will take place in Phase 3. The other six unnumbered polygons of AP noted in Phase 1 will be hand treated. Note that the citizens from the homes overlooking Crawford #2 have presented a petition to the City to remove all AP.

Within Phase 1, EEL will:

- Purchase material for native plantings of canopy and other species for planting along the shoreline and in other areas. These species may include the following: cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*) and red cedar (*Juniperus virginiana*), slash pine (*Pinus elliottii*) and others. A planting scheme follows herein.
- No watering of native plantings, beyond 'watering-in' at planting, is proposed. If additional watering is required, the EEL Program will assist the City with organizing volunteers to complete this task. Plantings will be targeted for the onset of the rainy season (May-June). If the City is able to engineer, permit, fund and install a watering system, it may be used for the time required to establish plantings. The City will be responsible for maintenance and removal of this system. Time of removal will be at the discretion of the EEL Program.
- All exotics including AP on all of the outlying Islands (not treated during Pre-treatment) that are not identified within the numbered or unnumbered polygons on Fig. 1 will be hand treated.

Phase 2:

This phase will commence 3 years from the start date of Phase 1. In addition, the success criteria to start this phase will require that 50% of the Phase 1 planted native species have survived. During Phase 2, heavy equipment will be once again barged to the Islands, and Reynolds 1 and Crawford 3 will be mechanically cleared of AP. All exotic vegetation will be removed from these sites (both by hand and heavy equipment), and burned in place as described. The two unnumbered polygons shown will be hand treated. Planting schemes for these sites are proposed herein. Within Phase 2, EEL will again provide native species for planting on the cleared sites (Reynolds 1 and Crawford 3). Any treated AP identified as potentially hazardous to canoes/kayaks passing through

narrow channels will be cut and removed. In addition, any AP that fall in these channels will be removed.

Phase 3:

This phase will commence 2 years from the start of Phase 2. In addition, the success criteria to start this phase will require that 50% of the Phase 2 planted native species have survived. During this Phase, all AP remaining on the 4 designated polygons will be treated by hand and left standing. During this phase, it will be responsibility of the City to remove the exotic *Phoenix* palms on the 4th St. South site. Any treated AP identified as potentially hazardous to canoes/kayaks passing through narrow channels will be cut and removed. In addition, any AP that fall in these channels will be removed.

Proposed Planting Scheme

The planting scheme described in the following section is conditional on the supply of water to Crawford #'s 1 and 3, and Reynolds 1 and 2 (4th St. South) and on the City and EEL supplying sufficient volunteer labor to plant and continue watering post-planting. Should water not be available as proposed by the City, plantings will be scaled-back, as per above. Figs. 7-10 depict the areas to be planted at each site, focusing primarily on shoreline areas, but plantings can extend 'inland' from these locales. Once the exotic species have been removed from the sites, restoration efforts will include replanting and natural recruitment of native species. The management goals for the properties will focus on maintaining natural native habitats that encourage biological diversity. Ongoing maintenance will include follow-up treatments of exotic species, and general maintenance of trails, and appropriate native vegetation will be allowed to persist without mowing, including 4th St. South.

Phase 1:

Crawford #1: 750 l.f. shoreline: ~ 10 ea. of: Red cedar, slash pine, live oak, Hercules club, Florida privet, wax myrtle, saw palmetto, sea grape, gumbo limbo and sabal palm: 7 gal. material, planted at 8' centers. Also: 15 sabal palm: full-grown (15-25').

Total trees planted: 115

Reynolds #2 (Fourth St. South):

7 gal. material: 10 ea. of Red cedar, slash pine, live oak, Hercules club, Florida privet, wax myrtle, saw palmetto, sea grape, gumbo limbo, and sabal palm: 7 gal. material: Also: 10 sabal palm: full grown

Total trees planted: 110

Total for Phase 1: 225**Phase II:**

Crawford #3: 475 l.f. shoreline: ~6 ea. of: Red cedar, slash pine, live oak, Hercules club, Florida privet, wax myrtle, saw palmetto, sea grape, gumbo limbo, and sabal palm: 7 gal. material, planted at 8' centers. Also: 8 sabal palm: full grown:

Total trees planted: 68

Red mangrove: 1 gal. material, planted at areas where AP are removed from shoreline

Total trees planted: 100

Reynolds #1: ~800 l.f. of shoreline. ~10 ea of: Red cedar, slash pine, live oak and sabal palm, Hercules club, Florida privet, wax myrtle, saw palmetto, sea grape, gumbo limbo: 7 gal. material, planted at ~20' centers along

Total trees planted: 100

Total for Phase 2: 268**GRAND TOTAL, Ph. 1 and 2: trees planted: 493**

Estimated costs (all Phases)

Task	Cost	Source
Clearing/pile burning: ~25 ac @ \$10,000/ac:	\$250,000	BIPM/EEL*
Initial hand treatment of BP only: all sites, all islands	\$181,585	EEL*
Second deployment of equipment/barge for phased AP removal	\$25,000**	EEL*
Follow-up treatment of AP left standing	\$15,000	EEL*
Native plantings	\$20,000	EEL*
Total cost:	\$491,585	

*not including EEL staff salaries and in-kind support (equipment, boat, etc.)

**initial estimates range from \$12,000-\$60,000

Estimated costs (by Phase)

Phase	Description	Cost
"Pre-treatment Phase	Herbicide work	\$181,585
Phase 1 (clear/burn)	Clear/burn	\$125,000
	Plantings	\$10,000
Phase 2 (clear/burn)	Clear/burn	\$125,000
	Plantings	\$10,000
Phase 3	2 nd barge deployment	\$25,000
	Treat remaining AP	\$15,000

Figure 1: Location of exotics and phased removal

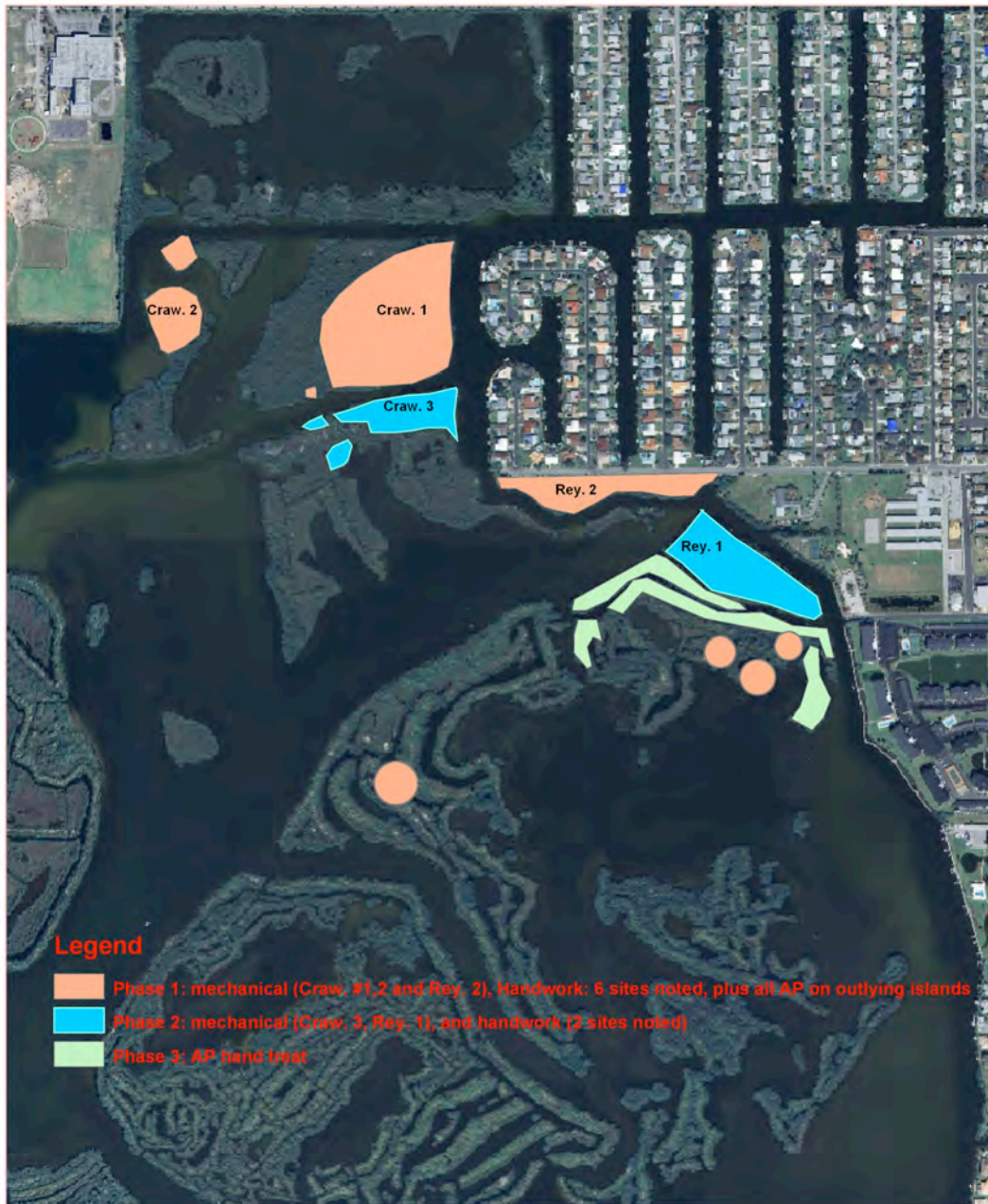


Figure 2: AP killed by fire, with regrowth of native plants



**Figure 3: AP killed by herbicide application,
Anclote Key, FL (photo: L. Smith)**



Figure 4: Barrier island (south Melbourne Beach) habitat dominated by AP and BP (above) and re-growth of native species after 4 years (below) following removal of exotics (photo: R. Mojica).



**Figure 5: Blowing Rocks Preserve:
exotic removal project.**

**The Nature Conservancy's Blowing Rocks Preserve
Restoration Units 1, 2, 3 - 12.5 acres**



One Year Before Restoration Begins - 1997



Two Years After Restoration - 2003

**Figure 6: Samsons Island, Satellite Beach.
Spoil island with regrowth of native species
by natural recruitment, following exotic plant
removal.**



**Figure 7: Crawford #1,
proposed plantings**



Figure 8: Crawford #3, proposed plantings



Figure 9: Reynolds #1, proposed plantings



**Figure 10: Reynolds #2 (4th St. South),
proposed plantings**

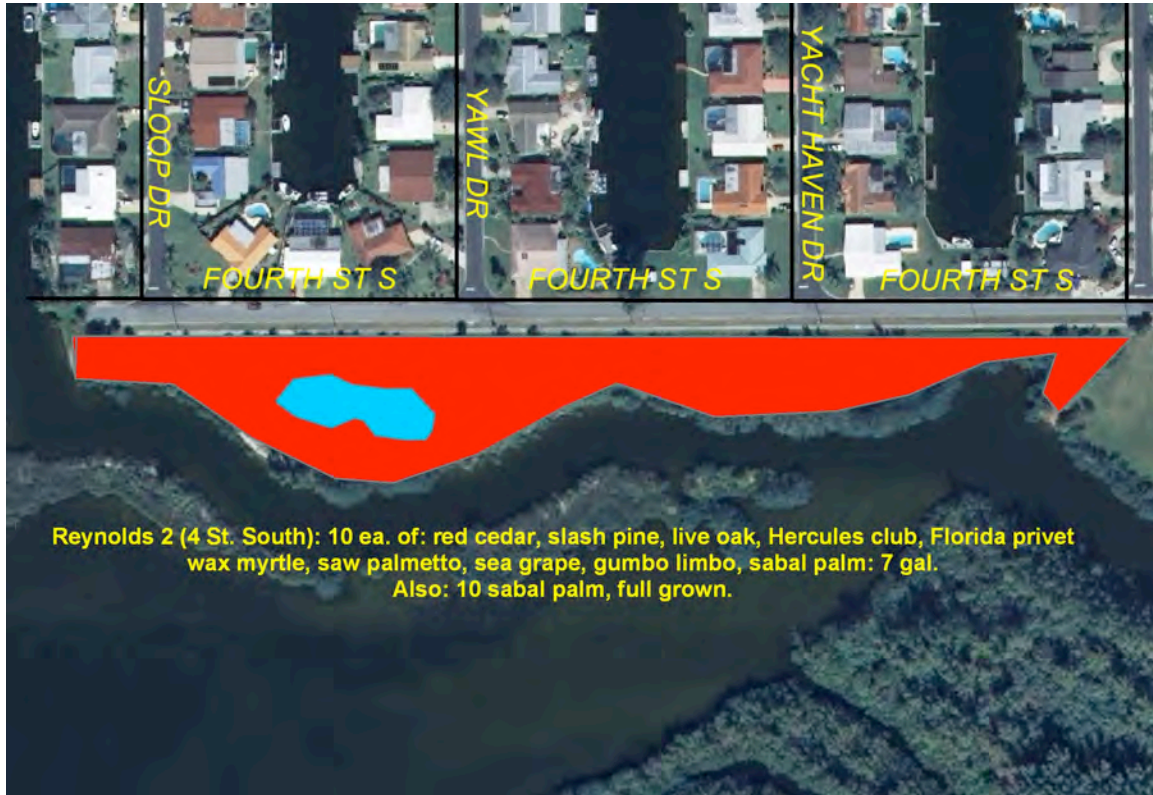


Table 1
Additional plant species suitable for planting: Thousand Islands Conservation Area

<i>Species common name</i>	<i>Scientific name</i>
Trees	
Black mangrove	<i>Avicennia germinans</i>
Buttonwood	<i>Conocarpus erectus</i>
Shrubs	
Sea oxeye daisy	<i>Borrichia frutescens</i>
Sea blite	<i>Suaeda linearis</i>
White stopper	<i>Eugenia axillaris</i>
Spanish stopper	<i>Eugenia foetida</i>
Leather fern	<i>Acrostichum danaeifolium</i>
Coral bean	<i>Erythrina herbacea</i>
Christmas berry	<i>Lycium carolinianum</i>
American beautyberry	<i>Callicarpa americana</i>
Marsh elder	<i>Iva frutescens</i>
Ground cover	
Smooth cordgrass	<i>Spartina alterniflora</i>
Sea purslane	<i>Sesuvium portulacastrum</i>