

SNV 2-1-94
DIVISION LOG # _____

CONTRACT ROUTING REVIEW FORM

CONTRACT NUMBER 93078 CONTRACTOR _____

BRIEF TITLE SPLIT OAK MITIGATION PARK

(X)NEW ()RENEWAL ()EXTENSION ()AMENDMENT (See Reverse for Definitions)

CONTRACT BEGIN DATE _____ END DATE _____ OPTION FOR _____ YEARS

ORIGINATOR/CONTACT MIKE ALLEN PHONE 8-6661 DIV/OFF _____

TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT \$ 175,000 *mya*

BILLING PERIODS: ()MONTHLY ()QUARTERLY ()ANNUALLY ()OTHER _____

()EXPENDITURE ()REVENUE (X) AGREEMENT

RCC CODE 7075 *mya* CATEGORY _____ OBJECT CODE _____ PROJECT _____

CLASS/GROUP CODE _____ SACCS YES _____ NO L

ROUTING ORDER FOR APPROVAL	CONCUR/INITIALS	DATE	COMMENTS
1. PROJECT LEADER*	<i>mya</i>	<u>4.17.94</u>	
2. DIV/REGIONAL DIRECTOR*	<i>BGA</i>	<u>2/17/94</u>	
3. PURCHASING*	<i>BSH</i>	<u>2/17/94</u>	
4. LEGAL	<i>JL</i>	<u>2/22/94</u>	
5. AD SERVICES			
DISBURSEMENT MANAGER			
REVENUE MANAGER			
ACCOUNTING DIRECTOR			
FEDERAL AID ACCOUNTANT*			
AD SERVICES DIRECTOR	<i>SP</i>	<u>2/22/94</u>	
6. EXEC/DIV/REGION DIRECTOR*	<i>WCS</i>		

*ROUTING OF FEDERAL AID DOCUMENTS ONLY

DIVISION/OFFICES ARE TO FORWARD COMPLETED ORIGINAL CONTRACT AND ROUTING SLIP TO THE PURCHASING OFFICE.

DEFINITIONS

RENEWAL - means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

EXTENSION - means an increase in time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with a proportional increase in the total dollar amount; which increase is to be based on the method and rate previously established in the contract.

AMENDMENT - means a correction, revision or a change to an existing contract, other than one which solely affects a renewal (as stated above) or the extension of the duration of the contract (as stated above).

NOTE: Careful attention should be given to any alterations to contracts resulting from a formal bid. Please contact the Purchasing Office.

FEB 15 1994 JC/SD

MAR 1 1994 GCH/aa/jph for initialed changes

INTERAGENCY AGREEMENT FOR SPLIT OAK FOREST MITIGATION PARK

This interagency agreement is made by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "Orange"), OSCEOLA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "Osceola") and FLORIDA GAME AND FRESHWATER FISH COMMISSION, a state agency existing under the Florida Constitution (hereinafter referred to as the "GFC").

RECITALS

WHEREAS the GFC has an interest in the establishment of a Mitigation Park program to accommodate wildlife mitigation efforts within the East Central Florida Regional Planning Council boundary.

WHEREAS both Osceola and Orange have a concurrent interest in providing lands that could be used for mitigation of environmental impacts caused by existing and proposed development.

WHEREAS a site, which is located in both Osceola and Orange County and which is referred to as the Split Oak Forest Mitigation Park, is the preferred site for the establishment of a mitigation park facility. The Split Oak Forest Mitigation Park (hereinafter referred to as the "Project") is depicted in Exhibit A herein attached and made a part of this agreement.

WHEREAS the interest of all the above named parties who are involved in environmental mitigation could be best served by submitting a joint application for funding through the Florida Communities Trust (hereinafter referred to as the "FCT") program for the acquisition of the Project.

WHEREAS, on December 16, 1991 and December 17, 1991, the Osceola County Board of County Commissioners and the Orange County Board of County Commissioners respectively approved the submittal of a partnership application with the Florida Game and Freshwater Fish Commission to the FCT for the Project.

WHEREAS, the FCT Governing Board pursuant to Sections 259.101 and 380.502, Florida Statutes, and Rule 9K-4, Florida Administrative Code awarded Conceptual Approval to the Project partnership application on April 30, 1992.

WHEREAS, Osceola has been approved for a \$2,700,000.00 loan from FCT, Orange has been awarded a \$2,320,000 matching grant from FCT and GFC has established the East Central Florida Habitat Trust Fund for the Project and has agreed to commit \$175,000 towards the initial acquisition of the Project.

for obtaining a management/conservation easement within
WHEREAS, on June 19, 1992, the FCT Governing Board approved the Conceptual Approval Agreement setting forth the terms and conditions of funding for the Project.

WHEREAS, on September 16, 1992, Orange and Osceola approved the Conceptual Approval Agreement which required as one of its conditions, the execution of an interagency agreement between Orange, Osceola and GFC that addresses the fiscal and management responsibilities for the Project.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions stated below, Orange, Osceola and GFC agree to be legally bound as follows:

1. FISCAL RESPONSIBILITIES. All monies that are collected by each of the parties for environmental mitigation satisfied by using the Project shall comply with the following subsections.

(A) Each party agrees to establish the fees charged for participation in the Project as follows:

Total Project Acquisition Costs shall mean the total purchase price of the Project including costs of any title insurance, property appraisals, boundary surveys, environmental audits, closing costs and other direct and incidental costs required for purchase of the Project minus the \$2,320,000.00 matching grant from Florida Communities Trust. No agency staff or internal costs shall be included.

Non-FCT
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An Upland Preservation Mitigation Fee shall mean Total Project Acquisition Costs minus the purchase cost of all on-site wetlands divided by the total number of non-FCT upland acres within the Project plus a 3.0% State Imposed Loan Charge.

A Wetland Restoration/Creation Mitigation Fee shall mean the Total Project Acquisition Costs minus the purchase price of all on-site non-FCT uplands divided by the total number of non-FCT wetland acres within the Project plus by a 3.0% State Imposed Loan Charge plus any design, construction, monitoring, maintenance or any similar costs directly related to creation or restoration of wetlands on the Project.

308 *NON-FCT*
A Wetland Preservation Mitigation Fee shall mean the Total Project Acquisition Costs minus the purchase price of all on-site uplands divided by the total number of wetland acres within the Project plus a 3.0% State Imposed Loan Charge.

Q For the purposes of this agreement, an acre of the Project shall be synonymous with a mitigation credit.

FCT uplands and wetlands are those areas legally defined in the final boundary survey for the project, and shall not be available for sale as mitigation.

(B) To provide sufficient funds for perpetual management, each party agrees to charge a management fee for the Project. The management fee shall be calculated as follows:

All non-FCT uplands used as mitigation shall be assessed a GFC management fee of 15% equivalent to the Upland Preservation Mitigation Fee multiplied by 15%. All non-FCT wetlands used as mitigation shall be assessed a GFC fee of 15% equivalent to the Wetland Preservation Fee multiplied by 15%.

County Administration Fee = \$100.00 per mitigation acre

308
Q (C) All Upland and Wetland Preservation Mitigation Fees collected by each party shall be used to first satisfy repayment of the \$2,700,000 loan from Florida Communities Trust. Only that portion of the Wetland Restoration/Creation Mitigation Fees collected by each party that excludes any design, construction, monitoring, maintenance or any similar costs directly related to the creation or restoration of wetlands on the Project shall be used to satisfy repayment of the \$2,700,000 loan from FCT. Each party agrees to require all Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees as described above to be made payable to the Florida Communities Trust. Each payment to FCT shall be a cashiers or certified check and sent via certified mail return receipt by the property owner or developer in need of environmental mitigation with copies of the check and receipt provided to the other two parties such that all three parties are notified on all monies collected and paid to FCT. No permits or mitigation credits shall be issued or validated by each of the parties until the payment has been received by FCT. For the purposes of this agreement, "permit" is defined as any official action of each party that could result in the physical alteration of land, clearing of vegetation or similar activities that would change the existing land use of the property that is the subject of a development approval

each respective County, as appropriate, or to

application or the taking of an animal species as listed by Chapter 39-27.003, 39-27.004, 39-27.005, Florida Administrative Code.

(D) Each party agrees to require all Management and Administration Fees levied to be made payable to the GFC and Orange or Osceola as may be applicable. Each payment to GFC and to the applicable County shall be a cashiers or certified check and sent via certified mail return receipt by the property owner or developer in need of environmental mitigation with copies of the check and receipt provided to the other two parties such that all three parties are notified on all monies collected and paid to GFC and to the respective counties. When the Project is used to secure permit approval, no permit or mitigation credit shall be issued or validated by each of the parties until the payment has been received by GFC or the applicable County.

(E) Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees collected by each of the parties shall be used to repay the \$ 3,179,615.00 cash advance provided by Orange once the FCT loan has been repaid in full. Each payment to Orange shall be a cashiers or certified check and sent via certified mail return receipt by the property owner or developer in need of environmental mitigation with copies of the check and receipt provided to the other two parties such that all three parties are notified on all monies collected and paid to Orange. Once Orange has been repaid in full, then Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees collected by each of the parties shall be used to repay the \$414,285.00 cash advance provided by Osceola in accordance with the same procedure.

(F) Once the FCT loan has been repaid in full, the 3% State Imposed Loan Charge shall no longer be included in the Upland Preservation, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees charged by the parties and subsequently paid to Orange and Osceola.

(G) Once the cash advances provided by Orange and Osceola have been paid in full, then each party agrees to consider the Project completed and that each party can no longer collect Upland, Wetland Restoration/Creation or Wetland Preservation Fees, Management, or Administration Fees.

(H) GFC agrees that all monies collected by that agency for incidental take permits for gopher tortoises (Gopherus polyphemus) within Volusia, Osceola, Orange, Lake, Seminole and Brevard Counties shall be administered solely in accordance with Section 1 of this

agreement until FCT and Orange and Osceola have been repaid in full. To the extent that under its existing and future rules and in accordance with valid biological principles GFC finds that it can use the Project as mitigation for other listed wildlife species, it will direct monies resulting from incidental take permits within Volusia, Osceola, Orange, Lake, Seminole and Brevard Counties to be administered in accordance with Section 1 and 3(A) of this agreement.

2. MANAGEMENT RESPONSIBILITIES.

(A) GFC will establish the Project as a Wildlife and Environmental Area pursuant to Rule 39-17.002 and will assume management responsibility of the Project. Management Fees collected pursuant to subsection 1 of this agreement will be administered by GFC and used to establish a management endowment fund and the principal and interest that accrues on behalf of monies held in this account will be used to fund management activities on an annual basis solely for the Project. This assignment of management responsibility shall not preclude Orange or Osceola from recreational use of the Project so long as said recreational uses comply with specific regulations promulgated by GFC pursuant to Rule 39-17.005, F.A.C., are consistent with the management plan adopted as part of the Project plan approval (as defined by Rule 9K-4.011 F.A.C.) for the Project, do not unreasonably interfere with the protection of the wildlife and vegetation and comply with the terms and conditions of the Conceptual Approval Agreement between Orange, Osceola, and FCT. No wetland creation or restoration shall occur on non-FCT uplands without the prior approval of GFC. Any proposed recreational uses may be used by Orange and Osceola to maintain their adopted level of service standards for recreation but shall be subject to the written approval of the GFC and FCT. Said approval shall not be unreasonably withheld upon clear demonstration that the proposed recreational uses do not adversely impact the natural resources of the Project or listed wildlife populations of the Project, violate any rule adopted under Rule 39-17.005, F.A.C., and enhance the public recreational use of the Project.

(B) Administration Fees collected by Orange and Osceola pursuant to Section 1 of this Agreement shall only be used to finance the establishment and operation of a county wetland mitigation bank.

(C) To ensure that lands that have been obligated by GFC as mitigation for listed wildlife species and for which Upland Preservation Mitigation Fees have been collected are permanently protected as GFC Mitigation

Parks, conservation easements shall be granted to GFC by Orange or Osceola. Conservation easements conveyed to GFC shall be consistent with Section 704.06, Florida Statutes, and shall protect the ability of GFC to access and manage lands within the easement. ~~Within 90 days of the transfer of fee simple title of the Project to~~ Orange and Osceola ~~Osceola~~ shall convey a conservation easement for at least 100 acres of non-FCT uplands to GFC. Upon written notice from GFC that 90% of the previous contiguous easement has been obligated by GFC and for which Upland Preservation Mitigation Fees have been collected, subsequent conservation easements of at least 100 acres shall be granted by Osceola to GFC. When 90% of the last easement in Osceola is obligated by GFC, Orange shall grant conservation easements in the same manner as described above until all non-FCT uplands have been obligated by GFC and for which Upland Preservation Mitigation Fees have been collected.

10.8
Prior to
GFC directing
payments to
Orange or Osceola,

10.8
C.

3. MITIGATION ADMINISTRATION. Mitigation credits shall be administered by each of the parties as follows:

(A) The Project contains approximately 1,100 acres of upland preservation mitigation credits. Upland Preservation Mitigation Fees for wildlife mitigation shall be administered by the GFC. No more than approximately 1,100 upland acres, pending completion of the final boundary survey for the Project, shall be made available for listed wildlife mitigation credits. Orange and Osceola can sell Upland Preservation Mitigation credits as long as the GFC Management Fee is assessed. No permits shall be validated by GFC until payment of the Upland Preservation Mitigation Fee and Management Fees have been made in accordance with Section 1 of this agreement. Orange and Osceola shall consider validation of a permit by the GFC for mitigation satisfied by using the Project and payment of the Upland Preservation Mitigation Fee and Management Fees in accordance with Section 1 as satisfying their respective local ordinances regarding said species.

(B) Upland Preservation, Wetland Restoration/Creation and/or Wetland Preservation Mitigation Fees for wetland impacts that are satisfied by using the Project shall be administered by Orange and Osceola according to the following ratios:

- (1) For wetlands that are hydrologically connected to natural surface water or isolated wetlands greater than or equal to 40.0 acres, the mitigation ratio shall be 5.0 acres of mitigation to 1.0 acre of impact.

(2) For isolated wetlands less than 40.0 acres but greater than or equal to 5.0 acres shall be as follows:

- (a) for non-forested wetlands, the mitigation ratio is 1.5 acres of mitigation for 1.0 acre of impact;
- (b) for cypress dominated forested wetlands, the mitigation ratio is 2.0 acres of mitigation for 1.0 acre of impact;
- (c) for non-cypress dominated forested wetlands, the mitigation ratio is 2.5 acres of mitigation for 1.0 acre of impact.

(3) For isolated wetlands less than 5.0 acres, the mitigation ratio is 1.0 acre of mitigation for 1.0 acre of impact.

(4) The above shall apply unless these ratios are modified by a mitigation bank permit issued to Orange and/or Osceola by the South Florida Water Management District, Florida Department of Environmental Regulation, and the Army Corps of Engineers. In such case, mitigation ratios, success criteria and the operation procedures shall be established in accordance with said permit.

No permits or mitigation permits shall be issued by Orange or Osceola until payment of the Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees, Management and Administration Fees have been made in accordance with Section 1 of this agreement.

(C) Mitigation credits for wildlife or wetlands shall be available to any property owner or developer in need of environmental mitigation without respect to political jurisdiction within the East Central Florida Regional Planning Council boundary. Payments shall be made in accordance with Section 1 of this Agreement.

(D) If Orange or Osceola wish to reserve Wetland Restoration/Creation or Wetland Preservation Mitigation Fees for their exclusive use and discretion in awarding credits, then the party desirous of reserving the credits shall provide written notice via certified mail to the other parties of said intent. The notice shall include the amount of credits reserved and indicate the period of time of reservation. In no case shall the reservation exceed three (3) years or reserve wetland credits outside the party's respective political jurisdiction. If Orange or Osceola desire to extend the reservation beyond the initial three (3) year period,

then the Wetland Restoration/Creation or Wetland Preservation Mitigation Fee, Management and Administration Fee for each reserved credit becomes immediately payable in full in accordance with Section 1 of this agreement.

4. **COMPREHENSIVE PLAN AMENDMENTS.** As required by the Conceptual Approval Agreement and after fee simple title for the Project has been transferred to Orange and Osceola, Orange and Osceola shall amend their respective future land use maps at the next available amendment cycle such that the Project is assigned to a category dedicated to open space, conservation, or outdoor recreation uses as appropriate.
5. **ANNUAL REPORTS.** Orange, Osceola and GFC agree to jointly prepare and submit the annual report to FCT as required by the Conceptual Approval Agreement.
6. **MODIFICATION OF AGREEMENT.** This agreement may be modified to resolve any conflicts or unforeseen circumstances that may arise during the establishment, administration or completion of the Project. Modification of this agreement shall require approval by all parties to this agreement and FCT.
7. **TERMINATION OF AGREEMENT.** This Agreement shall automatically terminate upon the failure to acquire the Project in accordance with the provisions of the Conceptual Approval Agreement.
8. **SEVERABILITY.** If any provision of this Interagency Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.
9. **EFFECTIVE DATE.** This Agreement shall take effect on the later of the dates stated below after each party has approved it.

10. The GFC's obligation under this agreement is subject to legislative appropriation and compliance with laws governing state trust funds

OSCEOLA COUNTY, FLORIDA

By: [Signature]
Chairman, Osceola County
Commission

~~Accepted as to Legal Form
and Sufficiency:~~

Date: _____

FLORIDA GAME AND FRESH
WATER FISH COMMISSION

By: [Signature]
Executive Director, Florida Game and
Fresh Water Fish Commission

Accepted as to Legal Form
and Sufficiency:

[Signature]
Date: 2/22/94

FOR THE USE AND RELIANCE OF
OSCEOLA COUNTY ONLY
APPROVED AS TO FORM

2-15, 1994

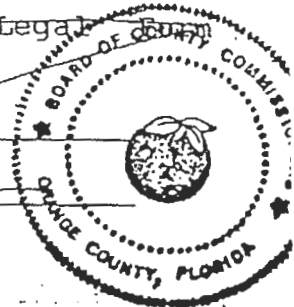
[Signature]
NEAL D. BOWEN
Osceola County Attorney

ORANGE COUNTY, FLORIDA

By: [Signature] for County Administrator
Orange County Chairman

~~Accepted as to Legal Form
and Sufficiency:~~

Date: _____



FOR THE USE AND RELIANCE OF
ORANGE COUNTY ONLY
APPROVED AS TO FORM

2-8 1994
[Signature]
PAUL H. CHAPMAN
ASSISTANT COUNTY ATTORNEY

BEFORE ME this day personally appeared Jan C. Bennett County Administrator to me known to be the Orange County Chairman who acknowledged that she executed the foregoing on behalf of Orange County, Florida, this 16th day of February 1997. 4



TRISHA M. GRENNELL
MY COMMISSION # CC316626 EXPIRES
September 16, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

Trisha M. Grennell
Notary Public

My Commission Expires: September 16, 1997

BEFORE ME this day personally appeared Charles Owen to me known to be the Osceola County Chairman who acknowledged that he executed the foregoing on behalf of Osceola County, Florida, this 15th day of February 1997. 4

Beverly G. Downing
Notary Public

My Commission Expires:

BEVERLY G. DOWNING
Notary Public, State of Florida
My Commission Expires June 26, 1997
Commission #CC011804

BEFORE ME this day personally appeared Allan J. Egbert to me known to be the Florida Game and Fresh Water Fish Commission Executive Director who acknowledged that he executed the foregoing on behalf of the Florida Game and Freshwater Fish Commission, Florida, this 23rd day of February 1997. 4

Rosemary Mara
Notary Public
My Commission Expires:



ROSEMARY MARA
MY COMMISSION # CC 153102 EXPIRES
October 20, 1995
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT A

SPLIT OAK FOREST MITIGATION PARK
LEGAL DESCRIPTION

Orange County portion

All of the South 1/2 of Section 27, Township 24 South, Range 31 East less that portion thereof lying below the Meander Line of Lake Hart established by U.S. Government Survey, Orange County, Florida.

All of Section 34, Township 24 South, Range 31 East.

The West 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 24 South, Range 31 East.

And also, all property, if any, located in South 1/2 of Section 27, Township 24 South, Range 31 East lying lakeward of the U.S. Government Survey Meander Line for Lake Hart. Any such property rights shall remain and be appurtenant to the legal title to the real property lying contiguous to such lakeward property.

All of the above located in Orange County, Florida.

Osceola County portion

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 in Section 3, Township 25 South, Range 31 East according to the NEW AND CORRECTED MAP OF NARCOOSSEE, as filed and recorded in the Office of the Clerk of the Circuit Court of Osceola County, Florida in Plat Book 1, Pages 73 and 74, Public Records of Osceola County, Florida; Together with all land adjoining the above described lots formerly shown as roads on said NEW AND CORRECTED MAP OF NARCOOSSEE which have heretofore been vacated, abandoned, closed and discontinued as public roads, all in Osceola County, Florida.

All of the above located in Osceola County, Florida.

MAR 29 1994 ad/g/c

CONTRACT # 94-CT-07-91-1A-J1-009

FLORIDA COMMUNITIES TRUST
PIA AWARD# 91-009-PIA

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 29th day of MARCH, 1994, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and OSCEOLA COUNTY, a political subdivision of the State of Florida and ORANGE COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

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

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

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

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

WHEREAS, Rule 9K-4.010(2)(e), F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose

GAA/009/PIA
FIN/3-21-94

MEL WILLS JR., CLERK OF THE CIRCUIT COURT - OSCEOLA CTY BK 1180 PG 0078
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projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

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

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

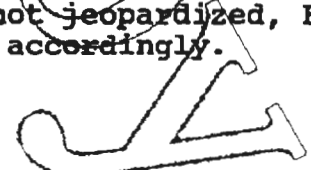
WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond Proceeds.

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

I. GENERAL CONDITIONS.

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

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



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

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

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

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

FCT:

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

FCT Recipient:

Orange County, a political
subdivision of the State of Florida
201 South Rosalind Avenue
Orlando, FL 32801
ATTN: Board of County Commissioners

Osceola County, a political
subdivision of the State of Florida
17 South Vernon Avenue
Kissimmee, FL 32741

ATTN: Board of County Commissioners

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

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

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

FCT shall investigate any violation of terms and conditions to determine if both FCT Recipients have knowledge of or are a party to the violation. If it is determined that one of the FCT Recipients has no knowledge of, has notified FCT of, or is not a party to the violation, the FCT Recipient not in violation shall not be required to convey fee simple title to its interest in the Project Site to the Board of Trustees of the Internal Improvement Trust Fund.

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

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

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

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding,

repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The FCT Recipient shall ensure that the public has adequate access to the Project Site for resource-based outdoor recreation to the extent that the Project Sites's natural resources are not adversely affected.

2. The timing and extent of a vegetative survey for the Project Site shall be as specified in the management plan to determine the measures the FCT Recipient must take to restore and/or preserve the Project Site.

3. The FCT Recipient shall ensure the preservation and proper management of the native vegetative communities occurring on the Project Site, particularly the xeric oak, dry prairie, hardwood hammock, and longleaf pine communities.

4. The FCT Recipient shall provide to FCT a detailed mitigation plan to restore the degraded wetland and former agricultural areas. An annual status summary on the wetland and upland mitigation activities, including an accounting of the mitigation credits that have been issued which relate to the Project Site, must be provided in the annual report.

5. The Project Site shall be managed in a manner that will optimize habitat conditions for the listed wildlife species that utilize of could potentially utilize the Project Site.

6. The FCT Recipient shall ensure that the surface water resources occurring on the Project Site shall be incorporated into the planned outdoor recreational facilities.

7. Wildlife observation facilities, hiking trails, and environmental education programs shall be incorporated into the Project Site management plan to the extent that such facilities and programs do not interfere with restoration efforts or adversely affect the natural resources occurring on the site.

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

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

Witness:

Janet L. Carr
Witness Name: JANET L. CARR
Arlene Hrbiter
Witness Name: ARLENE HRBITER

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

BY: Tom Staley
Its: VICE CHAIRMAN FOR THE COUNTY CHAIRMAN

Date: MAR 29 1994

Attest: [Signature]
Clerk

Accepted as to Legal Form and
Sufficiency:

Date: 30 MAR 94

Witness:

Martha Kurtz
Witness Name: MARTELLE KURTZ
Rebecca K. Duffy
Witness Name: REBECCA K. DUFFY

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

BY: Chuck Sorenson
Its: Vice Chairman

Date: 3/28/94

Attest: [Signature]
Clerk

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Date: _____

FOR THE USE AND RELIANCE
OF OSCEOLA COUNTY ONLY
APPROVED AS TO FORM
3-29 1994
Neal D. Bowen
NEAL D. BOWEN
COUNTY ATTORNEY

FLORIDA COMMUNITIES TRUST

Jane R. Bass
Witness Name:
JANE R. BASS
Howard Douglas
Witness Name:
HOWARD DOUGLAS

Mary Anne McMullen
Linda Loomis Shelley, Chair
Date: 3/25/94

Accepted as to Legal Form and
Sufficiency.

Ann J. Wild
Ann J. Wild, Trust Counsel
Date: 3-23-94

STATE OF FLORIDA
COUNTY OF LEON

25th The foregoing instrument was acknowledged before me this
day of March, 1994, by Linda Loomis Shelley, as Acting
Chair of the Florida Communities Trust. She is personally known
to me.

Jane R. Bass
Notary Public
Print Name: Jane R. Bass
Commission No. BASS 201689
My Commission Expires 6/24/96

NOTARY PUBLIC, STATE OF FLORIDA
JUNE 24, 1996
#CC 201689

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this
28th day of March, 1994, by Chuck Dunnick,
as Vice Chairman. He\She is personally known to
me.

Beverly G. Downing
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

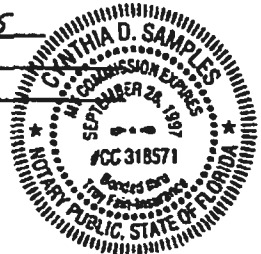
BEVERLY G. DOWNING
Notary Public, State of Florida
My Commission Expires June 26, 1994
Commission #CC011804

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this
29th day of March, 1994, by Tom Haley,
as BCC Vice Chairman. He\She is personally known to
me.

Cynthia D. Samples
Notary Public
Print Name: Cynthia D. Samples
Commission No. _____
My Commission Expires: _____

This instrument prepared by and
and should be returned to:
Ann J. Wild
Florida Communities Trust
2740 Centerview Drive
Tallahassee, FL 32399-2100



GAA/009/P1A
FIN/3-21-94

EXHIBIT A

LEGAL DESCRIPTION

All of the South $\frac{1}{2}$ of Section 27, Township 24 South, Range 31 East, less that portion thereof lying below the Meander line of Lake Hart established by U.S. Government Survey, Orange County, Florida.

All of Section 34, Township 24 South, Range 31 East.

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 24 South, Range 31 East.

And also, all property, if any, located in South $\frac{1}{2}$ of Section 27, Township 24 South, Range 31 East, lying lakeward of the U.S. Government Survey Meander Line for Lake Hart. Any such property rights shall remain and be appurtenant to the legal title to the real property lying contiguous to such lakeward property.

All in the Orange County, Florida.

TOGETHER WITH

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 in Section 3, Township 25 South, Range 31 East according to the NEW AND CORRECTED MAP OF NARCOOSSEE, as filed and recorded in the Office of the Clerk of the Circuit court of Osceola County, Florida, in Plat Book 1, Pages 73 and 74, Public Records of Osceola County, Florida; Together with all land adjoining the above described lots formerly shown as roads on said NEW AND CORRECTED MAP OF NARCOOSSEE which have heretofore been vacated, abandoned, closed and discontinued as public roads.

All in Osceola County, Florida.

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