

**ORANGE COUNTY
DISTRICT 5
COMMISSIONER**

Dr. Kelly Martinez Semrad

www.KellySemrad.com 407-836-7304



COMMISSIONER'S REPORT

**Request for a Legal Review to File for an
Injunction and Declaratory Judgement
&
Request to Hire External Legal Counsel
to Enforce the Charter Amendment
Protecting Split Oak Forest**



Split Oak Forest – Intergovernmental Agreement Enforcement and Risk Analysis

1. Legal Enforcement of the 1994 Interlocal Agreement

The Office of the County Attorney must be directed to conduct a comprehensive legal review to determine whether Osceola County's execution of the 2025 agreement—without Orange County's consent or participation—constitutes a breach of the 1994 Interlocal Agreement, which provides that it (1994 Agreement) can only be amended in writing signed by all parties. The analysis must assess the legal standing and implications for Orange County if Osceola continues to use the 2025 agreement to authorize modifications to Split Oak Forest and surrounding conservation areas. It must also evaluate the risk of future unilateral actions that could impair Orange County's contractual rights and expose the County to environmental or financial liabilities. This legal review must be conducted within the next 30 days. In the event that the County Attorney's office is unable to timely complete this review due to existing demands, the board should authorize hiring outside counsel to timely complete the same and prepare a report to the board for legal fees not to exceed \$10,000.

2. Formalization of County's withdrawal of application to FWC and FCT and Charter Enforcement

The Board must authorize the drafting and transmission of formal letters to the Florida Communities Trust (FCT) and the Florida Fish and Wildlife Conservation Commission (FWC) withdrawing their application to those agencies and demanding the agencies' written acknowledgement of same. This would constitute a formal withdrawal of their prior support for the Osceola Parkway Extension (OPE) project. This action would align with the 2020 Orange County Charter Amendment and the Board's November 14, 2023 vote to withdraw support. This formal step will help operationalize the will of the electorate and prevent the agencies from moving forward based on previously assumed county endorsement.

3. Financial Liability Assessment of Land Transfer

Staff must be directed to conduct a fiscal analysis of the short- and long-term maintenance costs of the donated lands, buffer areas, and impacted parcels associated with the application + donated lands. This includes identifying whether current and future financial obligations would be imposed on Orange County taxpayers and determining whether projected funding is sufficient to meet management needs. The analysis shall quantify potential exposure to ongoing environmental maintenance and restoration costs that could arise under the revised terms.

4. Expanded Environmental Review and Risk Disclosure

A formal letter must be sent to the FCT requesting an expanded environmental assessment to include both Phase I and Phase II Environmental Site Assessments of all proposed donated and impacted parcels, including the 60-acre impact area and the adjacent 100-acre buffer. This is necessary to identify potential contamination or pollution risk and to ensure compliance with the Endangered Species Act. Orange County must insist on full transparency regarding the ecological, health, and liability impacts of all land transfers, as no comprehensive environmental or risk assessment has been made public to date.

5. Summary of Additional Agreements with CFX and Osceola

The Orange County Attorney's Office and staff shall prepare a legal memorandum identifying and analyzing all available avenues to amend or reinforce the 1994 Interlocal Agreement between Orange County, Osceola County, and the Florida Fish and Wildlife Conservation Commission, specifically to prohibit any future unilateral modifications or land use authorizations by any party that are inconsistent with the agreement's original conservation purpose.

In parallel, County staff shall compile a comprehensive inventory of all active or pending interlocal agreements, infrastructure initiatives, and land use projects involving Osceola County and the Central Florida Expressway Authority. This inventory should include, but not be limited to, any agreements, memoranda of understanding, or development proposals that may have implications for conservation lands, and be presented to the Board in a formal report to evaluate the broader scope of intergovernmental relations and potential cumulative impacts.

APPROVED BY THE BOARD OF 'INTY.
COMMISSIONERS AT ITS MEETING

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT IT. MEETING

FEB 15 1994 JC/SD

~~RECEIVED~~ *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 withi.
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
A.E.
Jd.S.
Q
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*
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

30.8
Prior to GFC directing payments to Orange or Osceola,  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. 

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

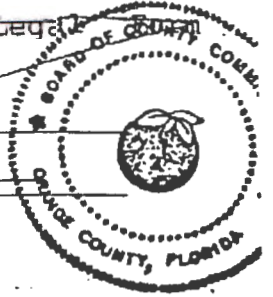
[Signature]
NEAL D. BOWEN
Osceola County Attorney

ORANGE COUNTY, FLORIDA

By: [Signature] # County Administrator
for Orange County Chairman

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

Date: _____



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

INTERLOCAL AGREEMENT**STATE OF FLORIDA****FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION****FWC Agreement 24091**

This Inter local Agreement dated as of January 30, 2025, is entered into by and between **Osceola County**, a political subdivision of the State of Florida (“County”), **the Central Florida Expressway Authority (“CFX”)**, a body corporate and politic and agency of the State of Florida, and the **Florida Fish and Wildlife Conservation Commission**, an agency of the State of Florida (“FWC”), collectively referred to as the “Parties”.

WHEREAS, Osceola County is a Charter County, and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741; and

WHEREAS, CFX is a body corporate and politic and agency of the State of Florida existing pursuant to Chapter 348, Part III, Florida Statutes, that constructs, owns, operates, and maintains a regional network of expressways in Brevard, Lake, Orange, Osceola, and Seminole counties the Central Florida Expressway System”, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807; and

WHEREAS, the FWC is a constitutionally created agency of the State of Florida whose mailing address is 620 South Meridian Street, Tallahassee, Florida 32399; and

WHEREAS, the Parties have attempted by this Agreement to explain and set forth understanding of each’s responsibilities resulting from the Osceola Parkway Extension (“Parkway”), a regional expressway system that will directly impact 60 acres of the Split Oak Forest Wildlife and Environmental Area (“SOFWEA”); and

WHEREAS, Osceola and Orange counties jointly own the SOFWEA; and

WHEREAS, the FWC manages the SOFWEA through an interagency agreement with jurisdictional control pursuant to Section 379.2223, Florida Statutes; and

WHEREAS, SOFWEA is a designated and recognized Wildlife and Environmental Area pursuant to FWC Establishment Order 94-4 and regulated pursuant to Chapter 68A-17, Florida Administrative Code; and

WHEREAS, FWC has established conservation easements with the County over portions of the proposed Parkway-impacted area; and

WHEREAS, FWC and the County have approved release of portions of the established conservation easements for those lands of direct impact within SOFWEA for the construction of the Parkway; and

WHEREAS, for partial mitigation of the impacts to SOFWEA and release of the conservation easements, CFX agrees to convey 1,550 acres of land, as described in the Exhibit (“Donation Lands”), to the Fish and Wildlife Foundation of Florida (“Foundation”), a 501(c)(3) organization (Federal Tax ID 59-3277808) that works with public and private partners including the FWC, and who will convey the lands to the Board of Trustees of the Internal Improvement Trust Fund, working through the Florida Department of Environmental Protection (FDEP), Division of State Lands within two years of the Agreement being executed; and

WHEREAS, FWC is willing to accept management of the Donation Lands; and

WHEREAS, the Parties recognize the value of assigning responsibilities for the associated tasks, as described above and outlined below; and

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW, THEREFORE, the Parties, in consideration of the terms and conditions set forth herein and the mutual benefits, promises, and considerations hereinafter set forth, agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Agreement shall commence upon execution by the Parties, and it is estimated that all tasks excluding the infrastructure and acquisitions within FWC optimum boundaries (Section 5d, 5f and 6g below) will be completed by June 30, 2026. Any Party may request an extension of the June 30, 2026, deadline in writing, which shall not be unreasonably denied.
3. The purpose of this Agreement is to specify the Parties' respective roles and obligations.
4. **Osceola County responsibilities:**
 - a. Action/release of the conservation easements by the Board of County Commissioners.
 - b. Agreement between CFX and County for granting of the permanent perpetual easement for the Parkway.
 - c. If necessary, work with FWC on a construction easement for improvements within Osceola County.
5. **CFX responsibilities:**
 - a. Agreement between CFX and County for granting of the permanent perpetual easement for the Parkway.
 - b. The following elements to be included in the design of the 1.3-mile Parkway through SOFWEA:
 - i. Bridged and/or tunneled wildlife and pedestrian crossings, and the types and locations of crossings will be coordinated with FWC during the design.
 - ii. Appropriate signage and warning signals along the Parkway for periodic prescribed burns necessary for the conservation and preservation of SOFWEA.
 - c. Establish agreement with FWC and the Foundation to convey the Donation Lands.
 - d. No later than 45 days after the closing on the agreement between CFX and County contemplated in section 4b above, provide funding in the lump sum of \$1,250,000 to FWC for the improvements, anticipated to be in place within five years, such as:
 - i. Enhancements to the entrance of SOFWEA within Orange County.
 - ii. Construction of the SOFWEA Bonnet Pond viewing platform.
 - iii. Picnic pavilions in the Orange County portion of SOFWEA.
 - iv. Parking area, picnic facilities, and trail head in the Osceola County portion of SOFWEA.

- v. Trail construction within the Donation Lands.
- e. Provide funding to FWC, in a lump sum of \$23,900,000, for the restoration and management, over a 30-year period of the Donation Lands. Timing of such payment will be established in the agreement contemplated in section 5c above.
- f. Support FWC working with the Water Management Districts and FDEP to identify and accept lands within the FWC-identified Wildlife Management Area/ Wildlife and Environmental Area optimum boundaries, in support of the Wildlife Corridor Act, in lieu of the purchase of mitigation bank credits by CFX for direct impacts associated with any CFX projects for \$18,000,000.

6. FWC Responsibilities:

- a. Release conservation easements.
 - b. Coordinate with CFX and Osceola County on the priorities, schedule, and design for the proposed improvements within Osceola County.
 - c. Coordinate with Orange County on the priorities, schedule, and design for the proposed improvements within Orange County.
 - d. Manage and regulate the Donation Lands as part of the SOFWEA consistent with the standards of FWC for public access for the purpose of operating a Wildlife and Environmental Area and in accordance with an approved management plan.
 - e. Amend the SOFWEA Management Plan to remove the 60 acres identified for the Parkway and add the Donation Lands to the Management Plan within six months of acceptance of the Donation Lands.
 - f. The FWC will submit to parties and the Florida Communities Trust the amended Management Plan.
 - g. Support CFX working with the Water Management Districts and FDEP to identify and accept lands within the FWC-identified Wildlife Management Area/ Wildlife and Environmental Area optimum boundaries, in support of the Wildlife Corridor Act, in lieu of the purchase of mitigation bank credits by CFX for direct impacts associated with any CFX projects for \$18,000,000.
7. The terms of the Agreement shall not be amended, supplemented, waived, or changed without the written approval of all parties.
8. As between the Parties, as limited by Section 768.28, Florida Statutes, County hereby assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of County, its officers, employees, independent contractors, and agents in connection with this Agreement; FWC assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of FWC, its officers, employees, agents or independent contractors, in connection with this Agreement. CFX assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of CFX, its officers, employees, agents or independent contractors, in connection with this Agreement. Provided, however, nothing herein shall be construed as a waiver of the parties' sovereign immunity, Section 768.28, Florida Statutes, or as consent to be sued by third parties.

9. Notwithstanding anything to the contrary in this Agreement, no party is responsible for any damages or indemnity to the other parties or any third party or any other person or entity for which the first party has sovereign immunity or is otherwise protected or limited under Florida law, including but not limited to Section 768.28 Florida Statutes. Nothing in this Agreement shall be read in any manner to waive, alter, change or modify either party's sovereign immunity and rights under Florida law, including but not limited to Section 768.28, Florida Statutes.
10. This Interlocal Agreement shall be filed in the Official Records of the Osceola County Clerk of the Circuit Court; said filing shall be the responsibility of the County.
11. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.
12. Any and all notices shall be delivered to the individuals identified below:

**FWC CONTACT
INFORMATION**

James C. Conner III
Wildlife and Habitat Management
Section Leader
Division of Habitat and Species Conservation
Florida Fish and Wildlife
Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399
850-617-9583
James.Conner@MyFWC.com

**CFX CONTACT
INFORMATION**

Glenn Pressimone
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
407-690-5000
Glenn.Pressimone@cfxway.com

**COUNTY CONTACT
INFORMATION**

Linette Matheny
Executive Director of Environmental
and Public Lands
Osceola County
1 Courthouse Square, Suite 1100
Kissimmee, FL 34741
407-742-0543
Linette.Matheny@OSCEOLA.ORG

13. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Leon County. No provision of this Agreement is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.