RESOLUTION NO. 13-03-09

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE AGREEMENT BETWEEN GREEN TURTLE ISLAND SCHOOL, INC. AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE OPERATIONS, DEVELOPMENT AND MAINTENANCE OF GREEN TURTLE HAMMOCK PARK; WAIVING PURCHASING PROVISIONS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) has prepared an Operating Agreement (the “Agreement”) for the Green Turtle Island School, Inc. (“GTIS”) to operate, develop and maintain Green Turtle Hammock Park; and

WHEREAS, the intent of the Agreement is to provide operations, development and maintenance of Green Turtle Hammock Park in accordance with the Florida Communities Trust (“FCT”) Management Plan; and

WHEREAS, GTIS has agreed to provide the services described in the Agreement in accordance with the FCT Management Plan; and

WHEREAS, GTIS intends to operate the facility as a public park and environmental educational center while also performing marine research projects; and

WHEREAS, the Village Council finds that approval of the Agreement between GTIS and the Village attached hereto and a waiver of competitive bidding are in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:
Section 1.  Recitals.  The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2.  Approval of Agreement.  The Agreement between GTIS and the Village to provide daily operations, capital improvements, building repairs and grounds maintenance of Green Turtle Hammock Park, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3.  Waiver of Purchasing Provisions.  The Village Council finds that the use of the property as proposed in the Agreement is ideal, and in accordance with Sections 2-328(1) of the Village Code, the Village Council waives the competitive purchasing provision of the Village Code.

Section 4.  Authorization of Village Officials.  The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5.  Authorization of Fund Expenditure.  Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6.  Execution of Agreement.  The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or
documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of March, 2013.

Motion to adopt by Councilwoman Deb Gillis, second by Councilman Mike Forster.

**FINAL VOTE ATADOPTION**

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<td>Mayor Ken Philipson</td>
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<td>Vice Mayor Ted Blackburn</td>
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<td>Councilman Dave Purdo</td>
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<td>Councilwoman Deb Gillis</td>
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<td>Councilman Mike Forster</td>
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KEN PHILIPSON, MAYOR

**ATTEST:**

ARIANA S. LAWSON, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

VILLAGE ATTORNEY
OPERATING AGREEMENT
FOR
GREEN TURTLE HAMMOCK PARK

THIS OPERATING AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of ______________, 2013, by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation (the “Village”) having an address at: 86800 Overseas Highway, Islamorada, Florida 33036, and GREEN TURTLE ISLAND SCHOOL, INC., a Florida not for profit corporation (“Operator”) having an address at 9601 Ocean Shore Boulevard, Marineland, Florida 32080.

REitals

1. The Village is the owner of the Facility currently known as the Green Turtle Hammock, located at 81224 Overseas Highway, Islamorada, Florida 33036, in the Village, and more particularly described in Exhibit “A” attached hereto and incorporated herein.

2. The Facility purchase was funded by grant funds from the Florida Communities Trust (“FCT”) and conditioned upon use of the Facility within certain limitations, including community-based projects, urban open space, park and greenways area, environmental protection and in accord with the local comprehensive plan.

3. The Village Council has reviewed the terms and conditions for Operator to operate the Facility and has authorized the Village, Operator, the Village Attorney, and the Village staff to negotiate an Agreement with Operator for the operation of the Facility in accordance with the funding requirements and for public education and recreational uses.

4. Village is willing to grant to Operator the right and privilege of operating the Facility pursuant to the terms of this Agreement, and in accord with the Management Plan previously prepared by Village. Operator has agreed to operate the Facility, subject to the terms and conditions of this Agreement, the Management Plan, and other conditions described below.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto do hereby agree as follows:

1. Definitions. The following terms used in this Agreement will have the following meanings:

1.1 Agreement. This Agreement, together with all exhibits, amendments and modifications hereto.

1.2 Contract Documents. This Agreement, including all exhibits and incorporated documents, the Grant Contract, the Management Plan, the Declaration of Restrictive Covenants and any Permits constitute the Contract Documents. Each shall be
considered singularly and also collectively as one agreement. A default by Operator in one constitutes a default in all.

1.3 **County.** Monroe County, a political subdivision of the State of Florida.

1.4 **Declaration of Restrictive Covenants.** The Declaration of Restrictive Covenants dated May 9, 2006, between FCT and Islamorada, Village of Islands, imposing terms and conditions on the use and proceeds of certain bonds used to acquire the Land and Facility. The terms of the Declaration of Restrictive Covenants are incorporated herein by reference and the Declaration of Restrictive Covenants is attached hereto as **Exhibit “B”**.

1.5 **Effective Date.** The date when the Operator and Village have executed this Agreement, and the Florida Communities Trust has approved this Agreement. The parties acknowledge that the Village’s execution of this Agreement shall occur subsequent to approval of this Agreement by the Village Council.

1.6 **Event of Default.** Any one or more of the occurrences constituting a default under this Agreement.

1.7 **Facility.** The Land, the Improvements and any other improvements which may be now located and hereafter constructed on the Land, including all improvements performed or installed by Operator, as well as adjacent parking areas, driveways, buffer areas and open space.

1.8 **Force Majeure.** Any one or more of the following occurrences: Acts of God (including, without limitation, hurricanes, windstorms, earthquakes, floods); war, terrorist acts or declaration of a state of national, state or local emergency; civil unrest; strikes, boycotts, lockouts or labor disputes beyond the control of Village or Operator.

1.9 **Governmental Authority.** Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency or any instrumentality of any of them.

1.10 **Grant Contract.** The Grant Contract dated December 20, 2005, between FCT and Islamorada, Village of Islands, setting forth certain conditions related to funding the acquisition of the Land and Facility. The terms of the Grant Contract are incorporated herein by reference and the Grant Contract is attached hereto as **Exhibit “C”**.

1.11 **Governmental Requirement.** Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued (which in the case of the Village such requirement must be of general applicability [e.g., health, safety and welfare] and not Facility specific).
1.12 **Hazardous Substances** means any hazardous or toxic waste, substance or material including, but not limited to, any elements or compounds which are now or hereafter (a) identified in Section 101(14) of the CERCLA, 42 U.S.C. §9601(14), and as set forth in 40 C.F.R. §302, *et seq.*, as same may be amended from time to time, (b) any “hazardous air pollutant” identified in the Clean Air Act, 42 U.S.C. §7412(a)(6), (c) determined to be toxic, a pollutant or contaminant, under any Governmental Requirement, (d) contained in the list of hazardous substances adopted by the United States Environmental Protection Agency, (e) defined as “petroleum” or “petroleum products” in Florida Statutes §376.301(32) (2005), as same may be amended from time to time, and (f) asbestos, radon, polychlorinated biphenyls and such other elements, compounds, materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human or animal health or safety, or to the environment.

1.13 **Improvements.** The Improvements consist of the “Main House”, the “Russell Cottage”, a “Small White Shop” or “Shed”, a Boat Basin, and all fixtures, utilities, infrastructure, permanently affixed equipment, facilities (both above ground and below ground) and all other structures or improvements now existing or hereafter constructed on the Land by Operator in connection with the Facility, as well as all additions, alterations, modifications, renovations, and replacements thereto. The conceptual plan for the Facility, which includes existing and future Improvements, is shown on **Exhibit “D”** attached hereto and by this reference made a part hereof. The Operator shall make certain improvements and renovations to the Facility as detailed and set forth in the Development Schedule attached hereto as **Exhibit “G”**, and as more particularly addressed in Section 7.2.

1.14 **Land.** The parcels of real property designated as parcel identification numbers 00095940-000000, 00095950-000000, 00095950-000100, 00095970-000000, 00095990-000000, 00397800-000000, Islamorada, Florida 33036, located in the Village. The Land is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof.

1.15 **Liabilities.** Any and all liabilities (including strict liability), losses, suits, proceedings, settlements, judgments, orders, penalties, fines, liens, assessments, claims, demands, damages, injuries, obligations, costs, disbursements, expenses or fees of any kind or nature, including attorneys’ fees and expenses (at both the trial and appellate levels) paid or incurred in connection therewith.

1.16 **Management Plan.** The Management Plan for the Green Turtle Hammock Park dated March, 2006, prepared by Islamorada, Village of Islands. The terms of the Management Plan are incorporated herein by reference and the Management Plan is attached hereto as **Exhibit “E”**.

1.17 **Operator.** Green Turtle Island School, Inc., a Florida not-for-profit corporation. Operator’s mailing address is 9601 Ocean Shore Boulevard, Marineland, Florida 32080.

1.18 **Operator Personal Property.** The items of personal property owned by the Operator to be located at the Facility and used by the Operator in its operations, including...
equipment and such other items which are readily removable and not permanently affixed or attached to the Facility.

1.19 **Permitted Uses.** The permitted uses of the Facility set forth on Exhibit “F” attached hereto, as limited and detailed by the terms and conditions of the Declaration of Restrictive Covenants, the Grant Contract and the Management Plan.

1.20 **Public Areas.** Those areas of the Facility which shall be open for the use and enjoyment by the public.

1.21 **Reasonable Approval.** Approval which is not unreasonably withheld, conditioned, delayed or denied. In instances where the Reasonable Approval of a party is required, a failure to deny approval within fifteen (15) days after approval has been requested in writing will be deemed Reasonable Approval. Any withholding, conditioning, delay or denial of Reasonable Approval must be accompanied by a written statement of the reasons for such withholding, conditioning, delay or denial of approval. Reasonable Approval must be in writing, except when there is a failure to deny approval within the time specified above, in which case approval is deemed given. The foregoing shall not apply to any approvals which require consideration by the Village Council or by FCT.

1.22 **Term.** The initial term of this Agreement beginning on the Effective Date and ending ten (10) years thereafter, and any and all Renewal Term(s) as provided in Section 3.1.

1.23 **Termination Date.** The date that is ten (10) years after the Effective Date, unless extended by a renewal term(s) as set forth in Section 3.1. The Termination Date shall be the date of expiration of the then current Term, or unless sooner terminated pursuant to the terms of Section 3.2 of this Agreement in which case the date of termination shall be the termination date.

1.24 **Third Party Contractor.** A party entering into a contract or transaction with Operator for the use or operation of any portion of the Facility, and any party entering into a contract or transaction or providing work, repairs, maintenance and improvements to the Facility or any portion thereof, including but not limited to all sub-operators, contractors, subcontractors, suppliers, concessionaires, licensees and co-promoters.

1.25 **Village.** Islamorada, Village of Islands, a Florida municipal corporation. Village’s mailing address is: 86800 Overseas Highway, Islamorada, Florida 33036.

1.26 **Year.** That annual period from the Effective Date to the first anniversary thereof and each successive year thereafter during the Term.

2. **Operation of Facility.** Village and Operator hereby agree that Operator shall operate the Facility for the Permitted Uses under the terms and conditions hereinafter set forth, all subject to and in accordance with the terms and conditions of this Agreement and the Contract Documents. Operator acknowledges the historic nature of the Facility and agrees it will allow no use or act relating to the Facility which is not in keeping with its historic nature or is outside of
the Permitted Uses. Further, all activities by the Parties shall be consistent with the Contract Documents.

2.1 General Obligations of Operator. Except as otherwise expressly set forth in this Agreement, during the Term of this Agreement, Operator shall have full legal, financial and administrative responsibility for the operation of the Facility. In connection with the foregoing, Operator agrees to comply with rules and regulations promulgated by the Village and Governmental Authority from time to time with respect to the Facility and with the requirements, terms and conditions of the Contract Documents. Operator shall conduct its operations in a first class, business-like manner and in accordance with the terms and conditions of this Agreement. Operator shall comply, on behalf of Village, with all administrative and reporting requirements as set forth in the Contract Documents and will obtain Village’s advance Reasonable Approval of all submissions required by those instruments. Operator shall implement the improvements set forth in the Development Schedule attached hereto as Exhibit “G”, and shall implement the capital improvements required by the Management Plan consistent with the Conceptual Plan attached hereto as Exhibit “D”. Operator shall fund or seek funding for the capital improvements and the educational, recreational and community-based services and programs to be provided at the Facility. Operator shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of a first class business, attractive for public use, and in accordance with Governmental Requirements.

2.2 Activities. Within ninety (90) days of the Effective Date of this Agreement, the Operator shall provide to the Village Manager for review and Reasonable Approval its proposed activities, services and programs to be implemented at the Facility, which shall be in addition to the activities and programs required by the Management Plan. Operator shall use commercially reasonable efforts to effectuate marketing and advertising promoting its activities, services and programs anticipated within the Permitted Uses at the Facility. The parties will work together to establish minimum requirements for the provision of educational services and programs and recreational functions to be provided by Operator at the Facility. Operator may from time to time during the Term propose additional activities, services and programs for the Facility, which shall be submitted to the Village Manager for review and Reasonable Approval.

2.3 As Is. Except as may be otherwise provided in this Agreement, Operator hereby accepts the Facility and all components thereof, in “as-is” condition and “with all faults”. Operator hereby releases the Village of and from any and all claims and Liabilities whatsoever on account of the condition of the Facility or because of any necessity of the Village to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation, the Village.

2.4 Public Areas of Facility; Hours of Operation. Within ninety (90) days of the Effective Date of this Agreement, the parties agree to work together and to cooperate in mutually defining the location of the Public Areas which shall be open to the public for their use and enjoyment, and the hours of operations in which the Facility will be operational and open to the public which shall be generally in accordance with customary hours for a Village public park.
facility. The location of the Public Areas and the hours of operation for the Facility shall be approved in writing by the Village Manager and shall not be subsequently changed without the prior written consent of the Village Manager. The approved location of the Public Areas and hours of operation for the Facility shall be incorporated into this Agreement and made a part hereof.

2.5 Village’s Use of Facility. Notwithstanding anything herein to the contrary, Village may use the Facility (except for those areas of the Facility which may be restricted for access due to safety concerns) up to twelve (12) days per Year during the Term for Village events (“Village Events”) in keeping with the Permitted Uses; and Operator may use the Facility for the balance of the available days per Year, it being acknowledged and agreed that if the Village does not use the Facility for all twelve (12) days, Operator may use the Facility for the remaining days. Village and Operator agree to cooperate with each other in the scheduling of their respective events at the Facility. Throughout the Term, the Village will provide Operator with a proposed schedule of Village Events. If a Village Event is not set forth on the proposed schedule, the Village must notify Operator in writing of the proposed date of any Village Event not less than ninety (90) days prior to such date, except in the case where ninety (90) days prior notice is impracticable or unfeasible, in which case the Village shall provide notice as far in advance as possible. It is expressly understood and agreed to by Operator that the scheduling of Village Events shall have priority over the scheduling of Operator’s events at the Facility, except when Village desires to schedule a Village Event with less than ninety (90) days’ prior written notice to Operator, in which case, Operator must schedule such Village Event unless it conflicts with an event previously scheduled by Operator. Village will pay all costs in connection with a Village Event; provided, however, no charges shall be paid by the Village to Operator in connection with the Village’s use of the Facility for Village Events. Nothing herein shall be deemed to prevent the Village from charging nominal fees for Village Events in its sole and absolute discretion.

3. Term.

3.1 Initial Term; Renewal Term(s). The Initial Term of this Agreement shall commence upon the Effective Date and shall continue thereafter for a period of ten (10) years, unless terminated sooner pursuant to the provisions of Section 3.2 herein below. Provided an Event of Default on the part of Operator is not then existing, Operator and the Village, by their mutual written agreement, may extend the Initial Term for up to two (2) successive ten (10) year renewal terms (the “Renewal Term(s)”). In order for the parties to extend the Term as aforesaid, either party shall provide written notice to the other party indicating its desire to renew the Term at least one hundred and eighty (180) days prior to the end of the Initial Term or the applicable Renewal Term. Thereafter, the parties will mutually decide whether to extend the Term. If either party fails to give the other party written notice of its desire to extend the Term as set forth in the preceding sentence, the Term of this Agreement shall expire at the end of the Initial Term or the applicable Renewal Term. All references in this Agreement to the Term shall include any Renewal Term(s) as may extend this Agreement.
3.2 **Termination.**

3.2.1 **Termination for Cause or Default.** Either Party shall have the right to terminate this Agreement at any time during the Term for Default by the other Party pursuant to Sections 18, 19 and 20 herein below. In the event of such termination for Default by the Village, the Village shall not be responsible or obligated to pay or reimburse Operator for any costs or fees, including but not limited to, the Termination Contribution (as said term is defined herein below in Section 3.2.2.1).

3.2.2 **Elective Termination for Convenience.**

3.2.2.1 **Village Termination.** Notwithstanding anything herein to the contrary, the Village may terminate this Agreement for convenience and without cause, in its sole and absolute discretion, at any time during the Term upon ninety (90) days prior written notice to Operator. If the Village exercises its right to electively terminate this Agreement prior to completion of the improvements set forth in the Development Schedule attached hereto as Exhibit “G” or prior to March 1, 2015 (the date required for the completion of the improvements), the Village shall be obligated to reimburse Operator an amount equal to the (i) documented hard costs of construction for the improvements performed or completed by Operator as listed in the Development Schedule attached hereto as Exhibit “G” through the Termination Date (the “Construction Costs”), plus (ii) fifteen (15%) of the Construction Costs for overhead and soft costs (collectively, the “Termination Contribution”). Notwithstanding the foregoing, the parties agree that the Construction Costs for purposes of this Agreement and determining the amount the Village shall be obligated to reimburse Operator shall be actual and documented hard costs of the construction or improvements costs. If the Village exercises its right to electively terminate this Agreement as aforesaid at any time subsequent to completion of the improvements required in the Development Schedule attached hereto as Exhibit “G” or after March 1, 2015 and within the Initial Term, the Village shall be obligated to reimburse Operator an amount equal to the to the unamortized portion of the Termination Contribution (or Construction Costs only) as depreciated on a straight line basis for a thirty (30) year term from the Effective Date with such valuation made as of the Termination Date set forth in the notice from Village to Operator. The parties acknowledge and agree that Operator shall be entitled to such reimbursement under this Section 3.2 only in the event of an elective termination by the Village during the Initial Term pursuant to this Section 3.2. If the Village terminates this Agreement after the Initial Term or for cause due to an Event of Default on the part of Operator, Operator shall not be entitled to a reimbursement of Operator’s Construction Costs or Termination Contribution.

3.2.2.2 **Operator Termination for Convenience.** Notwithstanding anything herein to the contrary, the Operator may terminate this Agreement for convenience and without cause, in its sole and absolute discretion, during the Term after final completion of all improvements required in the Development Schedule attached hereto as Exhibit “G” and subsequent to March 1, 2015 upon ninety (90) days prior written notice to the Village. The Operator shall not have the right to electively terminate this Agreement for convenience as aforesaid prior to final completion of all improvements required in the Development Schedule attached hereto as Exhibit “G” or prior to March 1, 2015 (or at any time during the pendency of
the installation or construction of the improvements set forth in the Development Schedule attached hereto as Exhibit “G”).

3.3 Control of Facility. Operator shall have full custody and control of the Facility and shall be responsible for all maintenance, repair, replacement and improvement costs, utility costs (including, but not limited to, all wastewater rates and user fees, water, solid waste fees and assessments, stormwater fees and assessments, trash and garbage removal), Operating Expenses and Capital Expenses for the Facility beginning on the Effective Date of this Agreement.

3.4 Operator’s Departure from Facility. At the end of the Term or the sooner termination thereof, Operator must vacate and surrender the Facility, leaving it broom clean and in good condition and working order, ordinary wear and tear excepted. Operator may remove any Operator Personal Property owned by Operator, as long as any damage caused by such removal is repaired and restored.

4. Gross Revenues; Operating Expenses. During the Term, Operator shall be responsible for collecting, and shall be entitled to, all Gross Revenues from which it shall pay its Operating Expenses for the Facility. If in any Year, the Operating Expenses exceed the Gross Revenues, Operator shall be responsible for, and pay, any such shortfalls.

4.1 Gross Revenues. The phrase “Gross Revenues” when used in this Agreement means all revenues (whether cash, credit or barter) earned or accrued by or on behalf of Operator during each Year of the Term from the use and operation of the Facility. The following revenues are included in Gross Revenues: revenues from events, income, activities, programs and services, admission and ticket sales, parking, sponsorship rights, concessions, retail sales, registration fees, program sales, advertising and sponsor contributions, flat rental or use fees, receipts, and commissions.

4.2 Operating Expenses. The phrase “Operating Expenses” when used in this Agreement shall mean the total of all bona fide expenses and costs of every kind and nature paid or incurred by Operator in respect of the operation of the Facility.

4.2.1 Operating Expenses Included. The following expenses are included in Operating Expenses: (1) Salaries, wages, medical insurance, group life and disability insurance, union and general welfare benefits, pension payments, severance payments, sick day payments, fringe benefits, payroll taxes, workers’ compensation, and uniforms (collectively, “Salaries”) for employees of Operator engaged in the direct operation of the Facility; (2) administrative costs of operation of the Facility including all reasonable costs and expenses of legal, bookkeeping, accounting and other professional services directly related to the Facility; (3) costs of all insurance, including, but not limited to, liability insurance as required by this Agreement; (4) all taxes and assessments paid by Operator pursuant to the terms of this Agreement related to the Facility; (5) the total bona fide costs and expenses incurred in maintaining and operating the Facility, including without limitation, all utility costs and costs and expenses of cleaning, sanitary control, removal of trash, garbage and other refuse in connection with Operator’s activities at the Facility, landscaping maintenance, and any other
bona fide expenses and costs paid or incurred by Operator in respect to operation and maintenance of the Facility.

4.2.2 **Use of Revenue.** Operator acknowledges and agrees to the funding requirements restricting the use of all revenue derived from Facility operations to be expended only for Facility operations and maintenance.

5. **Financial Information.**

5.1 **Financial Statements.** Within one hundred and twenty (120) days following the end of each Year, Operator shall provide the Village with unaudited financial statements prepared in accordance with generally accepted accounting principles showing Gross Revenues and Operating Expenses. The statement must be accompanied by documentation reasonably acceptable to the Village supporting the certification of Gross Revenues and Operating Expenses reflected in the statement.

5.2 **Books and Records.** Operator shall make available to Village upon reasonable notice all of its books and records pertaining to the operation of the Facility. In addition, Operator must require that all Third Party Contractors make available to Village upon reasonable complete, permanent and accurate books and records relating to sales or other income producing activities at the Facility. All books and records must be preserved for at least six (6) years following the close of the Year to which they relate. Operator shall implement these requirements by including a provision in its agreements with Third Party Contractors. Village or its authorized representatives or agents may, upon reasonable notice, inspect and make copies of the books and records of Operator and Third Party Contractors pertaining to the Facility during normal business hours. Upon request from Operator, Village will require all of its representatives or agents with access to Operator’s books and records to sign confidentiality agreements with respect to information obtained from Operator’s books and records and, if requested, with respect to information obtained from Third Party Contractors’ books and records.

5.3 **Accounting Procedures.** All books, records, statements, and other financial data of Operator will be prepared in accordance with generally accepted accounting principles and in conformance with the record keeping and audit requirements of the Contract Documents. Operator will utilize procedures conforming to industry standards for similar facilities to assure accuracy of records and secure revenue handling and reporting procedures. Operator will allow a representative of Village to be present at events to monitor the receipt and handling of money.
6. **Taxes.**

6.1 **Ad Valorem Taxes.** Village and Operator acknowledge that the Facility is currently exempt from ad valorem taxes. If ad valorem taxes are assessed against the Facility, the Land, Operator’s interest in this Agreement or any part thereof due to the exercise by Operator of its rights under this Agreement, Operator is responsible for the payment, as an Operating Expense, of such taxes and any interest or penalties with respect to such taxes. The Village agrees not to impose or assess ad valorem taxes against the Facility during the Term.

6.2 **Non-Ad Valorem Taxes.** Operator is responsible for the payment, as an Operating Expense, of all taxes and assessments (other than ad valorem taxes) on the Facility, the Land, this Agreement and Operator’s operation of the Facility, including, without limitation, tangible personal property taxes on property owned by Operator, intangible personal property taxes, sales taxes, use taxes, and documentary stamp taxes. Operator must pay all taxes prior to delinquency and must present proof of payment to Village prior to delinquency. Notwithstanding the foregoing, the Operator shall not be obligated to pay any 2011 or subsequently levied wastewater assessments or connection fees applicable to or levied upon the Facility.

7. **Maintenance and Repair of Facility; Alterations and Improvements.**

7.1 **Maintenance and Repair of Facility.** Throughout the Term, Operator, at its sole cost and expense shall be responsible for and perform, or cause to be performed all repair, maintenance and replacements whatsoever on the Facility whether such repair, maintenance, or replacements are ordinary or extraordinary, structural or otherwise and including, by example and without limitation, all repair, maintenance and replacements whatsoever on the Facility arising from, related to or in connection with any damage caused by Operator, its employees, contractors, agents, guests or invitees. Operator shall (1) keep the Facility in a clean and orderly condition and appearance, including trash removal, (2) be responsible for the routine maintenance required in connection with its activities, and (3) provide adequate security for the Facility and all portions thereof for the purposes of protecting persons and property. Operator covenants to maintain the Facility in first class condition at all times and in compliance with all Village Code, other applicable Government Requirements and requirements of the Contract Documents.

7.2 **Alterations and Improvements.** Operator shall not perform or cause to be performed any alterations or improvements to the Facility without Village’s prior written approval, which, may be withheld in Village’s sole discretion. The Parties anticipate the need for alterations and improvements to the Facility within the Term, including the improvements set forth in the Conceptual Plan attached hereto as Exhibit “D”, the improvements required by the Management Plan, and the improvements identified and detailed in the Development Schedule attached hereto as Exhibit “G” which are necessary in order to make the Facility functional and operational prior to operations and opening of the Facility to the public. The Operator shall be responsible and obligated to timely make the improvements required by the Management Plan and the improvements set forth in the Development Schedule attached hereto as Exhibit “G” within the timeframes set forth therein so that the Facility is operational and open for business and the public on or before March 1, 2015. It is the intent of this Agreement that the Operator
guaranty and ensure that the improvements required of Operator in the Development Schedule attached hereto as Exhibit “G” are timely commenced on or before ninety (90) days from the Effective Date of this Agreement and all improvements achieve final completion on or before March 15, 2015. Operator shall obtain, atOperator’s expense, all licenses, permits and any governmental approval required (“Permits”) for any anticipated alteration or improvement. Any alterations or improvements installed or performed by Operator shall be performed at the sole cost of Operator, in accordance with all requirements of the Permits, by contractors and workmen subject to the Reasonable Approval of Village, in a good and workmanlike manner, and in accordance with all Governmental Requirements and requirements of the Contract Documents. It is anticipated Operator will secure funding to accommodate the necessary alterations and improvements. It shall be a condition of any Village issued Permit for any future alteration or Improvement that Operator demonstrate reasonable evidence of the financial ability and willingness to timely complete the alteration and Improvement as described in the Permit and any exhibit thereto. Notwithstanding the foregoing, Operator may perform or cause to be performed minor (non-structural) and repairs and minor (non-structural) improvements to the Facility without prior approval. The fees will be waived for Village Building Permits when issued. Operator acknowledges Village Permits may contain requirements for performance time and other conditions related to future alterations or Improvements. Upon completion of any future alteration or Improvement, Operator shall provide a set of as-built plans to the Village.

Operator shall require that any general contractors performing work, construction or improvements to the Facility in excess of $200,000.00 provide payment and performance bonds naming the Village as obligee, and in form and substance acceptable to the Village Attorney.

The Village shall have no responsibility or obligation to perform or pay for any alterations or improvements to the Facility during the Term, nor shall the Village, notwithstanding any requirement set forth in the Management Plan or Contract Documents, have any responsibility or obligation to fund or finance alterations or improvements to the Facility.  

7.2.1 Wastewater Improvements. The parties acknowledge and agree that the Village is under a State of Florida mandate to implement a centralized wastewater system throughout the Village, which will require certain alterations and improvements to the Facility prior to the connection of the Facility to the centralized wastewater system. The Operator agrees to cooperate and coordinate with the Village and its wastewater contractor and engineers to facilitate and perform the following wastewater improvements during the development phase of the improvements set forth in the Development Schedule attached hereto as Exhibit “G”: (i) Decommissioning of the existing septic tanks located on the Land in accordance with the applicable requirements of the Florida Department of Environmental Protection and/or the Department of Health; and (ii) install and construct necessary wastewater lines and collection systems within the Land to ready the Facility for connection to the centralized wastewater system at the property line or US Highway (collectively, the “Wastewater Improvements”). Plans for such Wastewater Improvements shall be approved by the Village’s wastewater engineer prior to the submittal of an application for building permit to the Village for such Wastewater Improvements. The cost of such Wastewater Improvements shall be the sole responsibility and obligation of the Village, and the Village shall reimburse the Operator for the
actual documented costs of such Wastewater Improvements within sixty (60) days of completion of such Wastewater Improvements by the Operator and presentation to the Village of invoices and/or other documented evidence evidencing the costs of the Wastewater Improvements.

8. **Ownership, Sponsorship and Reporting.**

8.1 **Ownership.** The Facility will at all times be owned by Village, subject to Operator’s right to operate the Facility as set forth in this Agreement. Operator shall have the right to enter into a naming rights agreement for the Facility subject to any requirements of the Contract Documents. The name of the Facility shall be approved by the Village and must include the name “Islamorada.” Any naming rights agreement between Operator and a Third Party Contractor relative to the naming rights (1) is subject to the Village’s approval, in the Village’s sole discretion, and (2) shall expressly provide that the naming rights shall terminate upon the termination of this Agreement. All revenues for naming rights received by Operator will be included in Gross Revenues.

8.2 **Sponsorship.** Operator has the right to enter into agreements with sponsors with respect to activities at the Facility, subject to Village’s Reasonable Approval and the requirements of the Contract Documents. Any agreement between Operator and a Third Party Contractor relative to the sponsorship rights is subject to the Village’s Reasonable Approval and shall expressly provide that the sponsorship rights shall terminate upon the termination of this Agreement. All revenues for sponsorships received by Operator will be included in Gross Revenues.

8.3 **Reporting.** To provide a mechanism for both the Village and the Florida Communities Trust to gauge how the implementation of the Management Plan is progressing, written biannual reports shall be prepared by the Operator and submitted to the Village by April 1 and October 1 of each year. The reports shall contain a summary of activities provided in the last year, physical improvements made to the property, natural resource protection, resource restoration and enhancement (i.e. removal of invasive exotic vegetation, restoring hammock, restoring wetlands, stormwater enhancement, etc.), monitoring of the Facility or Land for invasive exotic plants and feral animals, educational programming, status of concessions, sub-operating or management agreements, revenues generated, security issues (if any), revised timelines/schedule of any physical improvements or management activities (if any). The biannual report due October 1 shall be submitted to the Village through its Village Manager. The biannual report due April 1 shall be the Annual Stewardship Report in a form consistent with the standards set forth by Florida Communities Trust in the Grant Contract (Exhibit “C”) and transmitted directly to Florida Communities Trust with a copy submitted to the Village through its Village Manager.

9. **Permitted Uses of Facility.** During the Term, Operator shall operate the Facility only for the Permitted Uses. The Facility may not be used by Operator for any purpose other than the Permitted Uses. The parties acknowledge and agree that the Permitted Uses are generally for environmental, educational and recreational purposes. The Permitted Uses expressly exclude religious, political and sexually explicit uses and are subject to the requirements and limitations of the Contract Documents.
9.1 **Alcoholic Beverages.** No alcoholic beverages shall be sold or distributed on a retail basis. Use of alcohol at the Facility is otherwise allowed, subject to compliance by Operator with all applicable laws and Governmental Requirement.

10. **Operation of the Facility.** On or before March 1, 2015, Operator will provide for the full operation of the Facility open to the public, and all necessary personnel and equipment to handle the operation of the Facility in connection with providing office space and services, events, activities, programs and services to the community, including with limitations as proscribed by the Village and its reasonable rules and regulations, scheduling, the manning of all concessions and events, parking, marketing and advertising. Any Third Party Contractors performing any operations or activities at the Facility shall be restricted to the Permitted Uses and any administrative support related thereto. Operator may utilize Third Party Contractors to perform certain operations of the Facility (including Third Party Contractors with exclusive rights to provide services or goods). Operator acknowledges certain limitations and requirements for the Facility imposed by the Contract Documents, which describe certain management practices and services to be provided at the Facility. Operator assumes the obligation to manage the Facility and provide services as required by the Contract Documents.

10.1 **Security.** Operator is responsible for providing security at the Facility, at Operator’s expense. Increased security, including police and fire protection, shall be provided for events if required, based upon the reasonable discretion of the Village. Operator shall provide adequate traffic management for events in accordance with a plan to be prepared by Operator and approved by the Village Manager.

10.2 **Compliance with Governmental Requirements.** Operator shall comply with all applicable Governmental Requirements as may be in effect now or at any time during the Term of this Agreement, all as may be amended, which are applicable to Operator, the Facility, or the operations conducted at the Facility. A violation of any of such Governmental Requirements, as amended, not cured within the applicable cure period shall constitute a material breach of this Agreement, and in such event Village shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity.

11. **Events and Other Activities at the Facility.**

11.1 **Costs.** Except as expressly set forth in other provisions of this Agreement, Operator is solely responsible, as an Operating Expense, for all costs incurred in providing events, activities, programs and services and for compliance with any contracts regarding the Facility. Operator, at Operator’s expense, as an Operating Expense, will obtain all permits and licenses required by any Governmental Authority for any use of the Facility, including without limitation, for events, activities, programs and services to be held by Operator at the Facility. Village will use best efforts to expedite the issuance of any necessary permits.

11.2 **Scheduling.** Throughout the Term, Operator will provide the Village with a proposed schedule of events, activities, programs and services at the Facility and with copies of all contracts affecting the Facility.
11.3 **Contracts.** Operator will obtain advance Reasonable Approval of Village for all contracts or agreements as required by the Contract Documents.

12. **Public Areas.** The Public Areas will be accessible to the general public at all times during hours of operation of the Facility to be established by the Village and Operator pursuant to Section 10.2, except in cases of emergency or in other instances where unrestricted access to the Public Areas may present actual or potential hazards to public health or safety.

13. **Promotion.**

13.1 **Promotion of Programs and Services.** Village and Operator acknowledge that the success of the Facility depends in large part upon Operator’s ability to obtain funds for the promotion of events, activities, programs and services to be held at the Facility, to maintain the facility, to complete future improvements and to manage and use the Facility for the Permitted Uses. Operator will promote the Facility in a manner comparable to the promotion of other similar facilities. Village will cooperate with Operator in promoting Facility through normal operations of departments within the Village.

13.2 **Promotion of Village.** Operator must conspicuously use the name “Islamorada”, the Village logo and, wherever reasonably possible, the Facility name, in all advertising promotion of the Facility and the events, activities, programs and services to be held at the Facility. Operator will use best efforts to ensure that the name and image of the Village are positively promoted in all media coverage of Facility. The Village hereby grants Operator limited authority to use the Village logo for the purposes set forth herein, but for no other purpose whatsoever including but, not limited to, commercial purposes. Whenever reasonably possible, Operator must give qualified Village residents priority consideration for any employment opportunities at the Facility. Operator shall give preference to local businesses located in the Village as Third Party Contractors, and shall comply with the requirements of Section 2-327(e) of the Village’s Code of Ordinances, and as may be amended from time to time.

14. **Assignment of Agreement by Operator.**

14.1 **Prohibition.** Operator may not transfer, assign or sell its rights, obligations or interests under the Agreement, in whole or in part, including the lease or sublease of any part of the Facility, to any party without the prior written approval of Village, which may be withheld in Village’s sole discretion, and any approvals required by the Contract Documents.

14.2 **Pledge of Revenues.** Operator may pledge or assign the revenues to be received by Operator under this Agreement as security for any credit facility or financing obtained by Operator and related directly to and benefitting the Facility, as long as the pledge or assignment does not include an assignment of any other rights under this Agreement, or the mortgaging of Operator’s interest in this Agreement.
14.3 **Terms of Assignment.** Any approved assignment by Operator of its rights, obligations and interests under the Agreement must include an express assumption by the assignee of all obligations of Operator under this Agreement.

15. **Insurance.**

15.1 **Insurance to be Provided by Operator.** Unless otherwise specified herein, Operator, at its own expense (the cost of which will include premiums, deductibles and claims processing), as an Operating Expense, shall obtain and provide to the Village for its review and approval at least five (5) days prior to the Effective Date of this Agreement, and shall maintain on behalf of Operator and Village during the Term, the following insurance coverages with minimum insurance limits as set forth herein below and subject to the Village’s Reasonable Approval:

15.1.1 **Liability Insurance.** Commercial comprehensive general liability insurance protecting against bodily injury and death, property damage, and liability resulting from the negligence of Operator with respect to the Facility and the operations of Operator at the Facility in accordance with this Agreement. Operator shall provide such insurance in the amount no less than $5,000,000.00 per occurrence and $5,000,000.00 in the aggregate. The policy to be obtained by Operator will provide liability coverage for the events, activities, programs and services, at the Facility promoted or co-promoted by Operator. If Operator enters into agreements with sub-operators or Third Party Contractors, subcontracts or co-promote events, the liability insurance required under this Section must also cover the activities of Third Party Contractors unless such coverage is provided in a separate liability insurance policy acceptable to the Village. Any additional insurance required for the activities of any or Third Party Contractor must be provided at the expense of Operator, or the Third Party Contractor. On any such Commercial Liability Insurance policy, the Village and its officials, officers and employees shall be named additional insured on a form no more restrictive than the most recent version of ISO Form CG 2011, Additional Insured – Managers or Lessors of Premises.

15.1.2 **Pollution Liability or Environmental Impairment Liability Insurance.** Pollution Liability or Environmental Impairment Liability Insurance, or Operator shall include such coverage in its Commercial General Liability Insurance, with minimum limits of $1,000,000.00 per claim. Such insurance shall include coverage for clean-up or remediation of the Land, as well as third party bodily injury and property damage claims arising out of any pollutant or environmental contamination caused by the acts or activities of the Operator or Third Party Contractors. On any such Pollution Liability or Environmental Impairment Insurance policy, the Village and its officials, officers and employees shall be named additional insured.

15.1.3 **Watercraft Liability Insurance.** Watercraft Liability Insurance, or Operator shall include such coverage in its Commercial General Liability Insurance, with minimum limits of $1,000,000.00 per claim. On any such Watercraft Liability Insurance policy, the Village and its officials, officers and employees shall be named additional insured.

15.1.4 **Worker’s Compensation; Employer’s Liability Insurance.** Worker’s compensation insurance as required by law, and any other insurance applicable to
Operator’s employees, uninsured subcontractors and Third Party Contractors. Employer’s Liability Insurance with the following minimum requirements: $500,000 Each Accident, $500,000 Disease – Policy Limit, and $500,000 Disease – Each Employee.

15.1.5 Motor Vehicle Insurance. Motor vehicle liability and collision insurance for any motor vehicles owned, non-owned or operated by Operator with minimum limits of $500,000.00.

15.1.6 Operator Personal Property. Personal Property or contents insurance adequately insuring Operator’ Personal Property located at the Facility for replacement cost.

15.1.7 Builder’s Risk Insurance. Builder’s Risk Insurance for all alterations and improvements installed or performed at the Facility by Operator or Third Party Contractors during the Term of this Agreement, including for all improvements described in the Development Schedule attached hereto as Exhibit “G”, insuring the Improvements against loss or damage by fire and other hazards, casualties and contingencies, including but not limited to flood, windstorm and other catastrophes.

15.1.8 Third Party Insurance. All Third Party Contractors hired by Operator must provide their own commercial general liability insurance coverage naming Village and Operator as additional insureds. All Third Party Contractors entering into contracts with Operator for space at the Facility must provide their own insurance for personal property and contents unless provided by Operator.

15.2 Policy Requirements. On or before five (5) days before the Effective Date of this Agreement, and at any time thereafter as required or requested by the Village within five (5) days of such request, Operator shall provide to the Village for review and approval certificates of insurance evidencing all insurance policies required herein. All insurance to be obtained by Operator will be provided with financially responsible insurance companies licensed to do business in the State of Florida and reasonably acceptable to the Village; will name as insured the Operator and the Village as additional insured, as their respective interests may appear; and will require written notice of any cancellation or change to be sent to Operator and Village at least thirty (30) days prior to cancellation, termination or material change. The maximum permissible deductibles for all insurance policies required of Operator hereunder shall be $50,000.00 for each policy, and to the extent that any such policies are subject to deductibles, payment of such deductibles shall be the sole responsibility and obligation of the Operator. Operator shall deliver to the Village copies of all insurance certificates and policies required under this Agreement, along with receipts evidencing payment of the premiums for such insurance prior to the Effective Date of this Agreement and prior to conducting any business at the Facility. All insurance required and to be provided by the Operator pursuant to this Section 15 shall be on a primary basis to the Village and shall not contribute to any insurance to be provided by the Village hereunder. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to Village, if requested by the Village, Operator shall, within thirty (30) days after receipt of a written request from Village, provide Village with a certified copy or certified copies of the policy or policies
providing the coverages required by this Section 15. Operator may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by this Section 15.

15.3 **Insurance to be Provided by Village.** Village, at its own expense (the cost of which will include premiums, deductibles and claims processing), will obtain and maintain during the Term the following insurance coverages:

15.3.1 **Liability Insurance.** Commercial comprehensive general liability insurance against bodily injury and death and property damage, arising from the negligence of Village with respect to any operations of the Village if applicable or Special Events at the Facility in accordance with this Agreement. Insurable limits for this purpose will be determined by the Village. Alternatively, the Village may elect, in its sole discretion, to self-insure the risk.

15.3.2 **Property Insurance.** Property insurance for the Facility in an amount determined by the Village against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible as determined by the Village. With respect to flood and windstorm coverage, the Village shall have the option, in its sole discretion, of purchasing and obtaining such coverage for the Facility or may elect to self-insure against such risk or loss.

15.4 **Waiver of Subrogation.** Each insurance policy required to be obtained by Operator or Village under this Agreement must provide that any release from liability or waiver of claim for recovery made by Operator and Village in writing prior to any loss or damage will not affect the validity of the policy or the right of the insured to recover thereunder and must provide that the insurer waives all rights of subrogation which the insurer might have against Village, Operator, and their respective officers, directors, representatives, partners, and employees. Without limiting any release or waiver of liability or recovery contained in any other section of this Agreement, but rather in confirmation and furtherance thereof, Operator and Village each waive all claims for recovery from the other party and its officers, directors, representatives, partners, and employees for any loss or damage to property or for damages as a result of fire, business interruption, revenue loss or other perils, events or happenings required to be insured under this Agreement.

15.5 **Adequacy of Coverage.** The adequacy of the insurance coverage required by this Section 15 may be reviewed periodically by the Village at its discretion to determine whether the Facility is adequately insured and whether additional insurance coverage is appropriate or prudent, as determined by the Village. Any review by the Village shall not constitute an approval or acceptance of the amount of insurance coverage.

15.6 **Village’s Right to Purchase Insurance.** In the event Operator at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance policies required pursuant to this Section 15, the Village, at its option, may procure or renew such insurance, and all amounts of money paid thereof or by the Village, plus a ten percent (10%) surcharge payable to the Village for costs, shall be paid and reimbursed by Operator within ten (10) days of notice to Operator.
16. **Operator’s Representations and Warranties.** Operator represents and warrants to Village as follows:

16.1 **Status of Operator.** Operator (a) is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida; (b) has the power and authority to enter into this Agreement and carry on its business as now being conducted and as required by the Contract Documents; and (c) is in compliance with all Governmental Requirements.

16.2 **Validity of Agreement.** The execution, delivery and performance by Operator of the Agreement are within the powers and purposes of Operator, have been duly authorized by all requisite action of Operator, do not require the approval of any Governmental Authority (other than Village), and will not violate any Governmental Requirement, any joint venture agreement governing Operator, the articles of incorporation or bylaws of Operator, or any indenture, agreement or other instrument to which Operator is a party.

16.3 **Board of Directors.** Operator covenants and agrees that during the Term, (a) its Board of Directors shall have at least three (3) members (b) at least sixty percent (60%) of the members of the Board of Directors of Operator shall consist of Village residents and/or property owners, and (c) the members of the Board of Directors shall not receive any compensation from Operator for their services.

17. **Village’s Representations and Warranties.** Village represents and warrants to Operator as follows:

17.1 **Validity of Agreement.** The execution, delivery and performance by Village of the Agreement are within the powers and purposes of Village, have been duly authorized by all requisite action of Village, do not require the approval of any Governmental Authority other than Village, and will not violate any Governmental Requirement or the Village Charter.

18. **Operator Events of Default.** Each of the following occurrences constitutes an Event of Default by Operator under the Agreement:

18.1 **Failure to Perform.** Operator’s failure to perform any material obligation or fulfill any covenant or agreement set forth in any Contract Document, or the operation of the Facility in violation of the Permitted Uses or the Contract Documents, after receipt of written notice from Village of the non-performance or violation and expiration of a thirty (30) day period of time to cure such non-performance; provided, however, if such non-performance cannot be cured within the thirty (30) day period, Operator shall not be deemed in default provided that Operator has commenced and is diligently proceeding in good faith to cure the non-performance.

18.2 **False Representation.** If any representation or warranty made in the Agreement by Operator is false, misleading, or breached in any material respect.
18.3 Voluntary Bankruptcy. If Operator (a) is voluntarily adjudicated a bankrupt or insolvent, (b) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property, (c) files a petition seeking relief, including reorganization, arrangement or similar relief, under the present Bankruptcy Code or other similar present or future applicable laws of the United States or any state or other competent jurisdiction, (d) makes a general assignment for the benefit of creditors, or (e) admits in writing its inability to pay its debts as they mature.

18.4 Involuntary Bankruptcy. If a receiver or trustee is appointed for Operator or for all or any part of its properties without consent and such appointment is not vacated within sixty (60) days, or if a petition is filed against Operator seeking relief, including reorganization, arrangement or similar relief, under the present bankruptcy code or other similar present or future applicable laws of the United States or any state or other competent jurisdiction, and such petition is not dismissed within sixty (60) days after the filing thereof.

18.5 Assignment of Agreement. The assignment, pledge or mortgaging by Operator of this Agreement or any assignment by Operator of its rights or obligations hereunder except as expressly permitted in this Agreement.

18.6 Dissolution. If Operator voluntarily or involuntarily dissolves or liquidates, unless the dissolution or liquidation is part of a transaction specifically approved by Village or is otherwise permitted under this Agreement.

18.7 Other Agreements. The breach of the terms of any Contract Document by Operator shall be considered an Events of Default under this Agreement entitling the Village to its remedies set forth in Section 19 below.


19.1 Failure to Perform. Village’s failure to perform any material obligation or fulfill any covenant or agreement set forth in the Agreement after receipt of written notice from Operator of the non-performance and expiration of a thirty (30) day period of time to cure such non-performance; provided, however, if such performance cannot be cured within the thirty (30) day period, the Village shall not be deemed in default provided that the Village has commenced and is diligently proceeding in good faith to cure the non-performance.

20. Remedies for Events of Default. If an Event of Default occurs, either party may seek all legal and equitable remedies available, including, without limitation, termination or cancellation of the Agreement, removal of Operator from the Facility, specific performance, injunctive relief, and damages. In the event of a termination by the Village, Operator shall have no further rights under this Agreement and shall cease forthwith all operations at the Facility.

20.1 Remedies Cumulative and Concurrent. No right, power or remedy of Village or Operator provided in this Agreement is intended to be exclusive of any other right, power, or remedy; each right, power and remedy is cumulative, concurrent and in addition to any
other right, power or remedy of either party now or hereafter existing at law or in equity. Either party may pursue its rights, powers and remedies separately, successively or together against the other party. Failure by either party to exercise any right, power or remedy will not be construed as a waiver or release of such right, power or remedy.

20.2 Waiver, Delay or Omission. No waiver of any Event of Default extends to or affects any other Event of Default or impairs either party’s rights, powers or remedies as to any other Event of Default. No delay or omission by a party to exercise any right, power or remedy may be construed to waive an Event of Default or to constitute acquiescence therein.

20.3 Proofs of Claim. In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of Operator’s property by any Governmental Authority, or other judicial proceedings affecting Operator, or any of its properties, Village, to the extent permitted by law, may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire unpaid amounts due Village hereunder at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

21. Casualty. If any portion of the Facility is damaged or destroyed by fire or other casualty, the Village, to the extent that insurance proceeds are available and adequate for repair and restoration of the Facility, will repair the damage so as to restore the Facility to the condition existing prior to the casualty. If the entire Facility is rendered unusable by the casualty for the purposes contemplated by this Agreement, Operator’s obligation is hereunder will abate until the damage is repaired. If the entire Facility is rendered unusable and is not restored within a reasonable time after the casualty, either party may terminate the Agreement by sending written notice to the other party. For purposes of determining what is a “reasonable time” after a casualty, the parties will take into account the specific circumstances of the casualty, as well as the amount of time customarily required in the County to make repairs to or restore a Facility of comparable size and cost during the time period following the casualty.

22. Force Majeure. If the occurrence of a Force Majeure delays, hinders or prevents either Village or Operator from performing any obligation or covenant under this Agreement, the performance of the obligation or covenant will be excused for the period during which performance is delayed, hindered or prevented, and the period for performing the covenant or obligation will be extended by the number of days equal to the period during which the performance was delayed, hindered or prevented.

23. Compliance with Environmental Laws.

23.1 Operator’s Environmental Obligations. From and after the Effective Date, Operator shall not dispose or knowingly permit the storage, disposal, escape or discharge of any Hazardous Substances on, in or about the Land or the Facility except in compliance with applicable Governmental Requirements. In the event that any Hazardous Substances contaminate any portion of the Land or Facility from and after the Effective Date, then Operator agrees to comply with any and all Governmental Requirements relative to such Hazardous
Substances, and that, in connection with the foregoing, if any clean-up or removal of such Hazardous Substances or any other remedial action is required under Governmental Requirements, Operator shall cause the same to be performed without expense to the Village. Operator agrees to indemnify, defend (with counsel selected by the Village and reasonably acceptable to Operator) and to hold the Village harmless from any and all Liabilities arising out of in any way connected with the presence of any Hazardous Substances on or at the Land or the Facility caused by Operator’s or Third Party Contractors’ breach of the foregoing obligation, except to the extent that the presence of such Hazardous Substances arises from the direct actions of the Village. The indemnity obligations set forth herein shall survive the expiration or earlier termination of this Agreement.

23.2 Wetlands, Hammock and Environmentally Protected Vegetation. The Operator acknowledges and agrees that the Land contains environmentally sensitive and protected wetlands and hammock. From and after the Effective Date, Operator shall not disturb, remove or destroy or knowingly permit the disturbance or destruction of any wetlands or hammock on, in or about the Land or the Facility except in compliance with applicable Governmental Requirements. In the event that any wetlands or hammock are disturbed, removed or destroyed on any portion of the Land or Facility from and after the Effective Date, then Operator agrees to comply with any and all Governmental Requirements relative to such wetlands or hammock, and that, in connection with the foregoing, if any remediation or restoration of such wetlands or hammock or any other remedial action is required under Governmental Requirements, Operator shall cause the same to be performed without expense to the Village. Operator agrees to indemnify, defend (with counsel selected by the Village and reasonably acceptable to Operator) and to hold the Village harmless from any and all Liabilities arising out of in any way connected with the disturbance, removal or destruction of such wetlands and/or hammock on or at the Land or the Facility caused by Operator’s or Third Party Contractors’ breach of the foregoing obligation, except to the extent that such disturbance, removal or destruction arises from the direct actions of the Village. The indemnity obligations set forth herein shall survive the expiration or earlier termination of this Agreement.

23.3 Notice of Violation. Each Party shall promptly deliver to the other complete copies of all notices, demands, or other communications received by it from any Governmental Authority or any insurance company or board of fire underwriters or similar entities regarding in any way alleged violations or potential violations of any environmental law, Governmental Requirement or otherwise asserting the existence or potential existence of any Hazardous Substances, condition or activity on or at the Land or the Facility which is or could be dangerous to life, limb, property or the environment.

24. Indemnification. Operator hereby agrees that the Village shall not be (and Operator hereby waives any right to claim that the Village is) liable for any Liabilities, loss, injury, death, or damage to any person or any property which at any time may be suffered or sustained by Operator, Third Party Contractors or by any person performing work or otherwise occupying, using or visiting the Facility, whether such Liabilities, loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Operator, or of any Third Party Contractor, occupant, user, visitor, trespasser, licensee, invitee, guest, or any other person or user of any portion of the Facility. Operator shall indemnify, hold harmless and defend (with counsel selected by the Village and reasonably acceptable to
Operator) the Village from and against any and all Liabilities, claims, actions, damages, liabilities, losses, costs and expenses, including Attorneys' Fees to the fullest extent permitted by law, concerning, relating to or arising in connection with (a) any default, breach or violation or non-performance of this Agreement or any provision thereof by Operator or Third Party Contractors, (b) Operator’s use and operation of the Land, Facility and the Improvements thereon, or any part thereof during the Term, (c) the negligent acts or willful misconduct of Operator, Third Party Contractors, its agents, contractors, officers, directors, members and employees (d) otherwise arising in connection with the subject matter of this Agreement; except to the extent such Liabilities are be caused by the gross negligence or willful misconduct of the Village or its agents (the validity of this Agreement and the approval by the Village shall not be deemed gross negligence or willful misconduct of the Village). Operator’s indemnities under this Section 24 shall include any Liabilities resulting from the renovations, alterations and improvements to the Facility, construction of the Improvements and any subsequent renovation, alterations and improvements to the Facility hereto. In addition thereto, Operator covenants and agrees that any direct construction contracts entered into by Operator for such work or improvements shall include indemnities from the contractors in favor of Operator and the Village. The obligations of this Section 24 shall survive the expiration or earlier termination of this Agreement.

25. **Non-Discrimination.** In the operation of the Facility, Operator, its employees, agents, Third Party Contractors, Operator Affiliates and any parties under the direction or control of Operator may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the performance of this Agreement, Operator, its employees, agents, Third Party Contractors, Operator Affiliates and any parties under the control or direction of Operator may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap, or sexual orientation. Operator, its employees, agents, Third Party Contractors, Operator Affiliates, and all parties under the direction or control of Operator must take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their sex, age race, color, religion, ancestry, national origin, physical handicap, or sexual orientation. Operator will permit Village access at reasonable times to its records of employment, employment advertising, application forms and other pertinent data and records of Operator, subject to confidentiality laws and other applicable restrictions.

26. **Village’s Right to Enter.** Village has the right to enter the Facility for any purpose and at any time and (but is not obligated to) take any measures related to the Facility deemed necessary or desirable in Village’s sole discretion, including, but without limitation, for repairs, maintenance, construction of recreational or other facilities and for compliance with the Contract Documents. Village has the right at all reasonable times to make whatever inspections Village deems reasonably necessary to determine if Operator is complying with the terms and conditions of this Agreement and to implement such other measures deemed reasonably necessary to ensure compliance with the Contract Documents. Operator agrees to provide Village with access to its operations and to the Facility for these purposes. Village agrees it will not unreasonably interfere with the operation of the Facility.
27. **Governing Law.** This Agreement is governed exclusively by the laws of the State of Florida. Venue for any litigation concerning this Agreement must be Monroe County, Florida, Upper Keys Division.

28. **No Third Party Beneficiaries.** This Agreement is not intended to create any rights or benefits in or to third parties.

29. **Notices.** All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be personally delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties as follows:

In the case of notice or communication to the Village:

Islamorada, Village of Islands  
Attention: Village Manager  
86800 Overseas Highway  
Islamorada, Florida 33036  
Telephone No.: (305) 664-6410  
Fax No.: (305) 664-6464

With a Copy to: Village Attorney  
Islamorada, Village of Islands  
Attention: Nina L. Boniske, Esq.  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Blvd, Suite 700  
Coral Gables, Florida 33134  
Telephone No: (305) 854-0800  
Fax No.: (305) 854-2323

In the case of notice or communication to Operator:

Green Turtle Island School, Inc.  
Attention: Carl Hampp  
9601 Ocean Shore Boulevard  
Marineland, Florida 32080  
Telephone No.: (904) 540-2580  
Email: cjhampp@gmail.com

With a Copy to: John C. Borden, Esq.  
General Counsel  
The Jacoby Group, Inc.  
171 17th Street NW, Suite 1550
Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for Operator and counsel for the Village may deliver Notice on behalf of the Operator and the Village, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties.

30. **Attorneys’ Fees.** If any litigation or arbitration arises out of this Agreement (including litigation to enforce this Attorneys’ Fees provision), the prevailing party is entitled to recover its attorneys’ fees and costs, including the fees and expenses of any paralegals, law clerks, and legal assistants, and including fees and expenses charged for representation at the trial level, in all appeals, and in any bankruptcy proceedings.

31. **Headings.** The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof.

32. **Entire Agreement.** This Agreement, including all exhibits, contains all of the terms, covenants, conditions and agreements between Village and Operator relating in any manner to the operation of the Facility. No prior agreement or understanding pertaining to the same is valid or of any force or effect, and the terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in a writing signed by Village and Operator and approved in writing by the FCT.

33. **Construction.** Village and Operator acknowledge that both parties have participated in the negotiation and drafting of this Agreement, and that therefore no provision of the Agreement should be construed more strictly against one party or the other.

34. **No Waiver.** The failure by any party to insist in any one or more instances upon the strict performance of any covenant, agreement, term, provision or condition of this Agreement will not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, or condition, but the same will continue and remain in full force and effect. No waiver by Village or Operator of any condition will be deemed to have been made unless expressed in writing and signed by the waiving party.

35. **No Joint Venture.** Nothing herein contained may be deemed in any way to constitute Village or Operator a partner of the other in its business or otherwise, or a joint
venturer or a member of a joint enterprise with the other. Operator shall be considered an independent contractor for all purposes.

36. **Invalidity.** If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

37. **Village Representative.** Village designates its Village Manager to be the Village Representative, who is authorized to act on behalf of Village under this Agreement. Village may, from time to time, change the individual who is the Village Representative by giving Operator written notice of the change. Any action, consent or Reasonable Approval by Village Representative under this Agreement will be binding on Village.

38. **Operator’s Representative.** Operator shall, by written notice to Village, designate a person to be Operator’s Representative, who is authorized to act on behalf of Operator under this Agreement. Operator may, from time to time, change the individual who is Operator’s Representative by giving Village written notice of the change. Any action, consent or Reasonable Approval by Operator’s Representative under this Agreement will be binding on Operator.

39. **Authority to Execute.** Village, subject to approval by Village Council, and Operator each warrant and represent to the other that the individuals signing this Agreement on behalf of the Village and Operator, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective parties hereto.

40. **Waiver of Claims.** Village shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Facility or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Operator, or of any of its agents, employees, licensees or invitees; (iv) arising from any accident on the Facility or any fire or other casualty thereon; or (v) arising from any other cause; unless, in any of such events, caused by the gross negligence or willful act of Village. Operator agrees that Village shall not be liable for injury to Operator’s business for any loss of income therefrom or from loss or damage to property of Operator or its employees, invitees, customers, or other persons in or about the Facility, nor shall Village be liable for injuries to any persons on or about the Facility whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Facility, or from any new construction or repair, alteration or improvement on the part of Operator or Village or the equipment, fixtures or appurtenance thereof, other than as a result of Village’s default of its obligations under this Agreement. The Village does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything

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contained in this Agreement to the contrary, in no event shall Village be liable for any consequential or punitive damages in connection with this Agreement.

41. **Public Entity Crimes Act.** Operator represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Village, and may not transact any business with Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this Section 40 shall result in termination of this Agreement and recovery of any monies paid by Village, and may result in debarment from Village’s competitive procurement activities. In addition to the foregoing, Operator further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Operator has been placed on the convicted vendor list.

42. **Drug-Free Workplace Certification.** Operator hereby covenants and agrees to implement a policy consistent with Governmental Requirements with respect to maintaining a drug-free workplace and otherwise to provide and maintain during the Term of this Agreement a drug-free workplace at the Facility.

43. **Financial Interests.** No elected official, officer, agent or employee of the Village shall have a financial interest directly or indirectly in this Agreement or any compensation to be paid under it, and further, no Village employee who acts in the Village as a “purchasing agent” as defined by Section 112.312 (20), Florida Statutes, nor any elected or appointed officer of the Village, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, may be a partner, officer, director or proprietor of and, further, no such Village purchasing agent, employee or elected or appointed officer, or the spouse or child of any of them, alone or in combination, may have a material interest in Operator. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of Operator.

44. **Police/Regulatory Powers.** Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Facility, any improvements thereon, or any operations at the Facility. Nothing in this Agreement shall be deemed to create an affirmative duty of Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations,
federal laws and regulations, State laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

45. **Encumbrances.** Operator hereby represents, warrants and covenants to the Village that the fee simple title to the Facility shall be at all times free and clear of all liens, claims and encumbrances created by or through Operator (other than those created or consented to by Village). If any lien or notice of lien shall be filed against the fee simple title of the Facility created by or through Operator, Operator shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Operator shall not be deemed to be Village’s agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Facility a construction lien, mechanic’s lien or both against Village’s estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Monroe County in accordance with Chapters 255 and 713, Florida Statutes.

46. **Signs.** Operator shall have the right to install directional signage and monument and other signage within the Facility identifying Operator’s name or Facility’s name, provided that such signage is consistent with Village’s sign ordinances and applicable Contract Documents and Governmental Requirements, and approved by the Village and all applicable Governmental Authorities. Any exterior signage on the Facility shall require the approval of the Village. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited on the Property. The parties acknowledge that Village shall place a sign of at least 4’x6’ at the entrance to the Facility indicating the Facility is open to the public and shall expressly include the following language: *Funding for the acquisition of this site was provided by Florida Communities Trust using Florida Forever funds. Acquired in 2006.*

47. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

48. **Amendments.** No modification or amendment of this Agreement shall be of any force or effect unless in writing and signed by both the Village and Operator.

49. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Monroe County Health Department.

50. **Time of the Essence.** Time is of the essence in the performance of all obligations by Operator under this Agreement.
51. **Waiver of Jury Trial.** The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other for any matter whatsoever arising out of or in any way connected with this Agreement.

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

VILLAGE:

ISLAMORADA, VILLAGE OF ISLANDS,
a Florida municipal corporation

ATTEST:

By: ______________________________
Name ______________________________
Title: ______________________________

___day of _____________, 2013

[VILLAGE SEAL]

Approved as to form and legality (for use and reliance by Islamorada, Village of Islands only):

______________________________________________

Village Attorney

STATE OF FLORIDA )
COUNTY OF MONROE )SS:

The foregoing instrument was acknowledged before me this ___ day of _____________, 2013, by ____________________, as ______ of ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, on behalf of the corporation, who (check one) is [ ] personally known to me or [ ] has produced a Florida driver’s license as identification.

[SEAL]

Notary Public, State of Florida

______________________________________________
Print Name of Notary

______________________________________________
Commission No.: __________________
Commission Expires: _______________
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

WITNESSES: 

OPERATOR:

GREEN TURTLE ISLAND SCHOOL, INC., a Florida not-for-profit corporation

__________________________
Print Name: 

By: _______________________
Name: _____________________
Title: _____________________

__________________________
Print Name: 

Date Executed: ______________

STATE OF FLORIDA )
COUNTY OF __________ ) SS:
The foregoing instrument was acknowledged before me this _____ day of __________, 2013, by ________________________, as ____________________ of GREEN TURTLE ISLAND SCHOOL, INC., a Florida not for profit corporation, on behalf of the corporation, who (check one) is [ ] personally known to me or [ ] has produced a Florida driver’s license as identification.

[SEAL] 

Notary Public, State of Florida

Print Name of Notary

Commission No.: __________________
Commission Expires: ______________
The Florida Communities Trust has received and approved the attached Operating Agreement for Green Turtle Hammock Park by and between Islamorada, Village of Islands, and Green Turtle Island School, Inc.

RECEIVED and APPROVED:

By: _________________________________
   Florida Communities Trust

Print Name: __________________________
Title: _______________________________

Date: _______________________________
EXHIBIT “A”

Legal Description of the Land

EXHIBIT "A"
Legal Description

Parcels 1 and 2
All that part of the MEINZINGER ART COLONY which is situated Northwest of the Northwest right-of-way line of U.S. Highway No. 1, said MEINZINGER ART COLONY being recorded in Plat Book 2, Page 84 and also further described as being a part of Lot 5 of a Plat of Survey of a part of Government Lot 1 and all of Government Lots 2 and 3, Section 32, Township 63 South, Range 37 East, and all of Government Lot 1, Section 5, Township 64 South, Range 37 East, as recorded in Plat Book 1 Page 41 Public Records of Monroe County, Florida, all being on Upper Matecumbe, Monroe County, Florida and being more particularly described by metes and bounds as follows: Commencing at the intersection of the Northeast line of Lot 5, Plat Book 1, Page 41 and the Northwest right-of-way line of U.S. Highway No. 1, bear Southwesterly along the Northwest right-of-way line of U.S. Highway No. 1 for a distance of 413.66 feet to the Point of Beginning of the parcel of land hereinafter described: from said Point of Beginning continue bearing Southwesterly along the Northwest right-of-way line of U.S. Highway No. 1 for a distance of 154.66 feet to a point; thence with a deflected angle to the right of 184 degrees and 56 minutes and Northwesterly for a distance of 822.52 feet, more or less to a point on the shoreline of the Bay of Florida; thence meander the shoreline of the Bay of Florida in a Northeasterly direction to a point which is 150 feet, measured at right angles, to the preceding course; thence bear Southwesterly and on a bearing of South 29 degrees and 14 minutes East and parallel with the second named course for a distance of 888.8 feet, more or less, back to the Point of Beginning.

Parcel 3
That portion of the following described property: That part of Lot 5 according to the Plat of part of Government Lot 1, all of Lots 2 and 3 of Section 32-63-37 and all of Lot 1 of Section 5-64-37 as surveyed for Lee Pinder by G. L. McDonald and recorded in Plat Book 1 at Page 41 Public Records of Monroe County, Florida, described as follows: Commencing at a point on the shoreline of the Atlantic Ocean 465 feet Northwesterly from the dividing line between Lots 5 & 6 of said subdivision, running thence in a Northwesterly direction along said shoreline 75 feet; thence in a Northwesterly direction to the shore of the Bay of Florida; thence in a Southwesterly direction along said shoreline, 75 feet; thence in a Southwesterly direction to the Point of Beginnings, which line between the Northwesterly Right of Way line of State Road No. 5 (Overseas Highway) and the outer edge of mangrove in the Bay of Florida, said parcel being shown as Parcel "C" on map prepared by G.A. Crawford, Reg. Surveyor No. 198 on January 24, 1947 and revised on March 3, 1968. The above described tract also being described as: A portion of Lot 5 according to a Plat of part of Government Lot 1, all of Lots 2 & 3 of Section 32-63-37 and all of Lot 1 of Section 5-64-37 as surveyed for Lee Pinder by G. L. McDonald and recorded in Plat Book 1 at Page 41 Public Records of Monroe County, Florida, described as follows: From an iron pipe set in the ground at the intersection of the Northwesterly line of said Lot 5 with the Northwesterly Right of Way line of State Road No. 5 (Overseas Highway); thence proceed Southwesterly along said
Northwesterly Right of Way line 337.61 feet to an iron pipe marking the Point of Beginning of the tract hereinafter described; thence proceed Northwesterly with a deflection angle of 104 degrees 21 minutes 45 seconds to the right, 886 feet more or less, to the shoreline of Florida Bay; thence meander said shoreline in a Southwesterly direction to a line which is parallel to, and 73.41 feet Southwesterly of, and as measured at right angles to the previously described course; thence proceed Southwesterly along said line, 880 feet more or less, to an iron pipe set in the ground at the said Northwesterly Right of Way line; thence proceed Northwesterly, with a deflection angle of 104 degrees 21 minutes 45 seconds to the left along said Northwesterly Right of Way line 75.78 feet more or less, to the Point of Beginning.

Parcel 4
All of that portion of the following described land situated, lying and being North of the Northwesterly right of way line of U.S. No. 1, Overseas Highway (State Road No. 5) Monroe County, Florida. On the Island of Upper Matecumbe and being a part of Government Lot 3, in Section 32, Township 63 South of Raags 37 East, and a part of Government Lot 1, in Section 5, Township 64 South, of Range 37 East; but better known and described as being a part of Lot 5, according to a map or plat of a subdivision of Government Lots 1, 2, and 3, Section 32, Township 63 South, of Range 37 East, all of Government Lot 1, Section 5, Township 64 South, of Range 37 East, made by George L. MacDonnell, Civil Engineer, and recorded in Plat Book 1, Page 41, Monroe County Records of Florida. Commencing at a point on the shore of the Atlantic Ocean distant 540 feet from the dividing line of Lots 5 and 6 and running thence in a northeasterly direction seventy-five feet along the shore of the Atlantic Ocean; thence at right angles in a northeasterly direction to the shore of the Bay; thence at right angles in a Southwesterly direction along the shore of the Bay seventy-five feet; thence at right angles in a southeasterly direction to the shore of the Atlantic Ocean at the Point of Beginning.

Parcel 5
On the Island of Upper Matecumbe, and being a part of Government Lot 3, Section 32, Township 63 South, of Range 37 East and a part of Government Lot 1, Section 5, Township 64 South, of Range 37 East, but being better known as a part of Lot 5, according to a map of the subdivision of a part of Government Lot 1, all of Government Lots 2 and 3, Section 32, Township 63 South of Range 37 East, and all of Government Lot 1, Section 5, Township 64 South of Range 37 East, made by George L. MacDonnell, Civil Engineer, and which said map and subdivision is duly recorded in Plat Book 1, Page 41 of Monroe County, Florida Records. Commencing at a point on the shore line of the Atlantic Ocean where the dividing line between Lots 5 and 6 of said MacDonnell's Plat intersects with the waters of the Atlantic Ocean. From said point running in a Northeasternly direction along the shore line of the Atlantic Ocean to a point where a line drawn parallel to and 315 feet Northeasternly of the line dividing said Lots 5 and 6 of said MacDonnell's Plat intersects with the waters of the Atlantic Ocean; thence running in a Northeasternly direction along the said last mentioned line 1380 feet, more or less, to the Shore of the Bay of Florida; thence running along the meander shore line of the Bay of Florida in a Southwesterly direction to a point where the
line dividing said Lots 5 and 6, according to said Mac Donald's Plat intersects with the waters of the Bay of Florida; thence in a southeasterly direction along the last mentioned line to the point of beginning. SAVING AND EXCEPTING from the above land the right of way of the Florida East Coast Railway, being a strip of land 100 feet wide, being 50 feet in width on each side of the center line of the Florida East Coast Railway as now constructed on and across said land and running the full width of said. NOW SUBDIVIDED AS PALM HARBOR, according to the Plat thereof, recorded in Plat Book 2 at Page 111 of the Public Records of Monroe County, Florida. ALSO EXCEPTING THEREOUT AND THEREFROM, THE FOLLOWING: Tracts B and C of Palm Harbor, according to the Plat thereof, as recorded in Plat Book 2, page 111 of the Public Records of Monroe County, Florida.

Parcel 6
A parcel of submerged land in Florida Bay in Section 52, Township 63 South, Range 37 East, Upper Matecumbe Key, Monroe County, Florida, more particularly described as follows: Beginning at the interection of the mean high tide line on the shore of Florida Bay with the dividing line between Lots 5 and 6 according to plat made by George L. Mac Donald and recorded in Plat Book 1 at Page 41 of the Public Records of Monroe County, Florida, which said line is also the Westerly line of the Subdivision of Palm Harbor as recorded in Plat Book 2, Page 111 of the Public Records of Monroe County, Florida, and has a bearing of North 27 degrees 41 minutes West, and from said point of beginning run North 37 degrees 41 minutes West, a distance of 200 feet; thence North 22 degrees 38 minutes East, a distance of 302 feet, more or less, to the Northwesterly prolongation of the Easterly line of the said subdivision of Palm Harbor; thence South 30 degrees 55 minutes East along said Northwesterly prolongation, a distance of 200 feet to the said mean high tide line; thence Southwesterly meandering said mean high tide line, a distance of 282 feet, more or less, to the point of beginning.

February 1, 2006
EXHIBIT “B”

Declaration of Restrictive Covenants
DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation ("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, as described in Exhibit "A" attached hereto and made a part hereof ("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") that 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

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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-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed 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 it 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") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

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 the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

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. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be

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recorded and filed in the official public records of Monroe County, Florida, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection shall forward this Agreement to the 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 Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. 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 the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
      Department of Community Affairs
      2555 Shumard Oak Blvd.
      Tallahassee, FL 32399-2100
      ATTN: Program Manager

Recipient: Islamorada, Village of Islands
           81990 Overseas Highway
           Second Floor
           Islamorada, Florida 33036
           ATTN: Village Manager

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. 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 State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.
3. 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.

4. 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 Recipient shall deposit with 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. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, 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 shall 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.

VI. MANAGEMENT OF PROJECT SITE

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

2. 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.

3. The 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.

4. 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.

5. 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.

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 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. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

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

8. 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.

VII. SPECIAL MANAGEMENT CONDITIONS

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

1. Two or more resource-based outdoor recreational facilities, including a nature trail and wildlife observation platform, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. Two or more user-oriented outdoor recreational facilities, including play equipment and gaming tables, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

3. A permanent recognition sign, a minimum size of 4' x 6', shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the project site is open to the
public and was purchased with funds from the Florida Communities Trust.

4. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

5. At least 12 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.

6. A staffed cultural/nature center that provides year-round education programming shall be established on the Project Site.

7. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

8. The natural communities that occur on the Project Site shall be appropriately managed to ensure the long-term viability of these communities.

9. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site, including listed wading birds. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

10. A comprehensive landscaping plan shall be developed for the project site. The landscaping plan will make significant use of native plants.

11. Degraded wetlands on the Project Site shall be restored to a natural community in terms of biological composition and ecological function.

12. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

13. Parking areas on the Project Site shall incorporate pervious materials, wherever feasible.

14. 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.

15. Prior to the commencement of any proposed development activities, a survey of the site 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.

16. A feral animal removal program shall be developed and implemented for dogs, cats, and other non-native wildlife that may be found on the project site.

17. Bicycle access to the Project Site shall be promoted through the provision of bike stands at the site.

18. The development and management of the Project Site shall be coordinated with the agencies managing the multi-jurisdictional recreational trails in Monroe County, to ensure the project site is managed as part of a linked trail system.

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

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

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;

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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 III.1. above, 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 HEREBIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. 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 herein, 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 Chapter 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

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Florida Communities Trust  
2555 Slumard 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 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.

X. DEFAULT; REMEDIES; TERMINATION

1. 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.

XI. 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.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 etseq.), 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 including Exhibit “A” embodies the entire agreement between the parties.

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

Witness:

[Signature]
Print Name: Susan McVeigh

[Signature]
Print Name: Ann Borodel Visco

ISLAMORADA, VILLAGE OF ISLANDS,
a Florida municipal corporation

By: [Signature]
Chris Sante, Mayor

ATTEST:

By: [Signature]
Village Clerk

Approved as to form and legal sufficiency
for the use and reliance of Islamorada, Village
of Islands only:

By: [Signature]
Village Attorney

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ___ day of ___
2006, by Chris Sante, Mayor, on behalf of the Local Government, and who is personally known to
me.

[Signature]
Notary Public
Print Name: Beverly Radders
Commission No.
My Commission Expires:

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04/15/2006
Witness:

Print Name: Sarah W. Reed

Print Name: Gayle H. Brett

FLORIDA COMMUNITIES TRUST

By: Kimball Love, Director, Division of Housing and Community Development

Date: 5-09-06

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

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9 day of May, 2006, by Kimball Love, Director, Division of Housing and Community Development. She is personally known to me.

Notary Public
Print Name: Gayle H. Brett
Commission No.: 581644
My Commission Expires: 5-19-08

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EXHIBIT “C”

Grant Contract
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 ISLAMORADA, VILLAGE OF ISLANDS, a local government 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 15, 2005 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

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 are selected for funding; 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 its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property.

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 September 15, 2006 (“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 November 20, 2005. 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.
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 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 Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than November 20, 2005, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than November 20, 2005, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

   a. Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient’s project is selected for funding. Prior to the delivery of awarded FCT funds, the appraisal(s) 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; and

   b. Purchase Agreement(s), as defined by Rule 9K-8.002(17), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.
IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of One Hundred Percent (100%) of the final Project Costs, as defined in Rule 9K-7.002(29), F.A.C., or Four Million Seven Hundred Thousand Dollars And Zero Cents ($4,700,000.00) unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

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(6), 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(31), 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 at the closing of the Project Site, payable to the Seller or the Seller’s designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being closed. FCT shall prepare a grant reconciliation statement prior to the closing of the Project Site parcel 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(23), F.A.C. If the value of land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. 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, FCT acquisition activities shall be terminated unless the Seller 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: ____________________________
Title: ____________________________
Address: ____________________________
Phone: ____________________________ Fax: ____________________________
E-mail: ____________________________

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, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.
Name: ____________________________
Title: ____________________________
Address: ____________________________
______________________________
Phone: ____________ Fax: ____________
Email: ____________________________

4. If the Project Site consists of five or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of six or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that [Note: Elect FCT or Recipient] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient’s agent is:

Name: ____________________________
Title: ____________________________
Address: ____________________________
______________________________
Phone: ____________ Fax: ____________
Email: ____________________________

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

6. The Recipient hereby notifies FCT that the Recipient’s Federal Employer Identification Number(s) is ____________________________.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and 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. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, 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 and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(43). 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. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in [Note: Insert either the name of the Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, Fla. Stat. and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

7. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), Fla. Stat. and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT, FCT has approved the Project Plan and the Recipient has complied with all Purchase Agreement requirements.

8. The deed transferring title of the Project Site to the Recipient shall set for the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) 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. The Recipient is strongly urged to coordinate with FCT staff in order to ensure that FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the Project Site and the disbursement of the FCT Award.

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

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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 representations 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 nature trail and wildlife observation platform, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. Two or more user-oriented outdoor recreational facilities, including play equipment and gaming tables, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

3. A permanent recognition sign, a minimum size of 4' x 6', shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the project site is open to the public and was purchased with funds from the Florida Communities Trust.

4. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

5. At least 12 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.

6. A staffed cultural/nature center that provides year-round education programming shall be...
established on the Project Site.

7. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

8. The natural communities that occur on the Project Site shall be appropriately managed to ensure the long-term viability of these communities.

9. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site, including listed wading birds. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

10. A comprehensive landscaping plan shall be developed for the project site. The landscaping plan will make significant use of native plants.

11. Degraded wetlands on the Project Site shall be restored to a natural community in terms of biological composition and ecological function.

12. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

13. Parking areas on the Project Site shall incorporate pervious materials, wherever feasible.

14. 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.

15. Prior to the commencement of any proposed development activities, a survey of the site 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.

16. A feral animal removal program shall be developed and implemented for dogs, cats, and other non-native wildlife that may be found on the project site.

17. Bicycle access to the Project Site shall be promoted through the provision of bike stands
at the site.

18. The development and management of the Project Site shall be coordinated with the agencies managing the multi-jurisdictional recreational trails in Monroe County, to ensure the project site is managed as part of a linked trail system.

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

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 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 the closing of the Project Site 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

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

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

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT’s role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

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

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

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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 to 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 herein, 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 Chapter 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

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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 FCT, 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

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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 thirty-six (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.

ISLAMORADA, VILLAGE OF ISLANDS

By: 
Print Name: Robert Johnson
Title: Mayor
Date: November 15, 2005

Approved as to FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA VILLAGE OF ISLANDS ONLY:

By: 
Print Name: Attorney Christina Prkic

FLORIDA COMMUNITIES TRUST

By: 
Print Name: Kimball Love, Division Director
Housing & Community Development
Date: 12.20.05

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

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Joint Acquisition
CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8.008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: ISLAMORADA, VILLAGE OF ISLANDS ("Recipient"), a local government of the State of Florida, and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 05-009-FF5 that was selected for funding and is governed by a Grant Contract for FCT Project Number 05-009-FF5 ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).

b) The Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Chapter 9K-8, F.A.C. The Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list shall be made in writing. Upon the written consent of the FCT Community Program Manager, the Recipient shall execute an Addendum to the Agreement. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 05-009-FF5, as required by Section 125.355 (1)(a), F.S., for counties or Section 166.045 (1)(A), F.S., for municipalities, Chapter 9K-8, F.A.C., and this Confidentiality Agreement between the Recipient and FCT.
e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

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<thead>
<tr>
<th>Date</th>
<th>Recipient Board Member, Staff or Agent Name</th>
<th>Signature</th>
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<tbody>
<tr>
<td>11/14/05</td>
<td>Benjie Lofkin</td>
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<td>Edward Kolonis</td>
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<td>Susan C. McGarry</td>
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**ISAMORADA, VILLAGE OF ISLANDS**
By: Lofkin
Title: 

Date: 

Approved as to form and legality:
By: 
Title: 

**FLORIDA COMMUNITIES TRUST**
By: Kimball Love
Division Director of Housing & Community Development
Date: 12.20.05

Approved as to form and legality:
By: 
Title: 

By: Lofkin
Title: Lofkin

05-009-FF5
11/10/2005
FCT Contract Number 06-CT-58-05-F5-G1-009
FLORIDA COMMUNITIES TRUST
FF5 Award Number 05-009-FF5
GREEN TURTLE HAMMOCK
ISLAMORADA, VILLAGE OF ISLANDS

ADDENDUM I TO GRANT CONTRACT

THIS ADDENDUM I to the Grant Contract 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 ISLAMORADA, VILLAGE OF ISLANDS ("Recipient"), this 24th day of April, 2006.

WHEREAS, the parties hereto entered into a Grant Contract which sets forth the conditions of conceptual approval that must be satisfied by the Recipient prior to the receipt of the FCT Award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Award;

WHEREAS, the Recipient has requested an increase in the amount of the FCT Award from $4,700,000.00 to $4,737,955.00;

WHEREAS, Article II of the Grant Contract states that either party may request modification of the provisions of the Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by both the Recipient and FCT; and

WHEREAS the parties hereto desire to amend the FCT Award in the Grant Contract from a $4,700,000.00 award to a $4,737,955.00 award;

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

Article IV, 1. is hereby replaced, revised and superseded by the following:

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of One Hundred Percent (100%) of the final Project Costs, as defined in Rule 9K-7.002(29), F.A.C., or Four Million Seven Hundred Thirty-Seven Thousand Nine Hundred and Fifty-Five Dollars And Zero Cents ($4,737,955.00), unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

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

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either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

This Addendum I and the Grant Contract embody the entire Agreement between the parties. All other terms and conditions not specifically referenced in this Addendum remain the same and unchanged.

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

ISLAMORADA VILLAGE OF ISLANDS

By: [Signature]

Title: [Title]

Date: [Date]

Accepted as to Form and Legal Sufficiency:

By: [Signature]

Title: [Title]

Date: [Date]

FLORIDA COMMUNITIES TRUST

By: [Signature]

Kimball Love
Division Director of Housing & Community Development

Date: [Date]

Accepted as to Form and Legal Sufficiency:

By: [Signature]

Kristen L. Coons, Trust Counsel

Date: [Date]

05-009-FF5
March 13, 2006
EXHIBIT “D”

Conceptual Plan
EXHIBIT “E”

Management Plan
Management Plan
for the

Green Turtle Hammock Park

Islamorada, Village of Islands, Florida

FCT Project Number
05-009-FF5

March 2006
Updated October 2011
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SECTION I - INTRODUCTION
Islamorada, Village of Islands (the Village), in partnership with The Trust for Public Lands (TPL), is purchasing approximately 10.7 acres of uplands and mangrove wetlands and submerged lands fronting on Florida Bay on Upper Matecumbe Key. Known as the Green Turtle Hammock project, this acquisition will protect the parcel from future development, preserving important natural, cultural and recreational resources for the benefit of Village residents and the public at large. Green Turtle Hammock has been identified for years for acquisition under the State Conservation and Recreation Lands acquisition program’s Tropical Flyways project and as part of the more comprehensive Florida Keys Ecosystem Florida Forever project.

Florida Forever program funding from the Florida Communities Trust is requested to fund the Village's acquisition costs. This management plan was developed to meet the management plan requirements of the Florida Forever program and the Florida Communities Trust, to ensure that the property will be developed in accordance with the FCT Grant Award Agreement (05-009-FF5), and in furtherance of the purposes of the grant application.

A. Location and Ownership
Green Turtle Hammock Park lies on the Florida Bay side of the lower end of Upper Matecumbe Key. The property extends from US 1 to Florida Bay, a distance of approximately 800 feet. The current owner of the property is The Trust for Public Land, which has acquired it to assist the Village and will transfer title to the Village. (See Figure A.)

B. Background Information
The project is located in the Florida Keys Area of Critical State Concern. As a site containing high-quality tropical hardwood hammock and mangrove wetlands, the parcel is considered to be an important ecological greenway component providing stopping points for neotropical migrant bird species and the raptors that pursue them between North and South America during annual migrations. The hammock and wetlands natural Communities located on the site provide one of many protected areas through the Florida Keys for plant and animal species listed by state and federal regulatory agencies. The property lies adjacent to the submerged lands boundary of Lignumvitae Key Botanical State Park, managed by the Florida Department of Environmental Protection (DEP) and just south of two units of the Florida Keys Wildlife and Environmental Area, managed by the Florida Fish and Wildlife Conservation Commission (FWC).

Cultural resources on the property may include prehistoric sites. Two residences illustrate development patterns in the Keys from the early to mid-20th Century.

The Islamorada, Village of Islands Future Land Use Map and Land Development Regulations designate the project site residential conservation uses. Adjacent lands are zoned for residential uses on Florida Bay and mixed residential and commercial uses adjacent to US 1. The two-story main residence and the boat basin are on the northwest end of the property with views to Florida Bay. The Keys vernacular cottage; built in the mid-1930's and moved to the site years ago site to save it from demolition, is located near US 1. The buildings and landscape have been maintained in excellent condition and disturbance to the mangrove and hammock communities is limited to approximately four (4) acres, including the boat basin and channel, the surrounding filled area, the areas immediately surrounding the two residences and the single-lane drives connecting them to US 1.
The park will be integrated into a regional system of park, recreation and natural areas important to both the Village and Monroe County, and will become a featured stopping point for residents and visitors using the Florida Keys Overseas Heritage Trail. Facilities planned for the site include a nature trail, a wildlife observation area and interpretive signs. The two residences will be adapted for use in a multi-faceted natural and cultural history education program in coordination with local educational and civic institutions. A small play area will be provided between the cottage and US 1 and the recreational trail. The boat basin will provide access to Florida Bay for water-based recreation as well as marine research and education opportunities.

Programs will include components for the identification of native and invasive exotic species, education on the need to remove exotic plants and animals, restoration of natural communities and interpretation of the natural history and cultural resources of the site and the area surrounding the Matecumbe Keys.

SECTION II – PURPOSE

A. Purposes for Acquisition

Green Turtle Hammock Park is being acquired to protect the site's natural, and cultural resources from future redevelopment, for interpretation and environmental education, and to provide appropriate levels of both resource based and user based recreation. Green Turtle Hammock Park will be managed only for the conservation, protection and enhancement of natural resources and for public outdoor recreation or interpretation that is compatible with the conservation, protection and enhancement of the site. The project site will be identified in all advertising and literature as acquired with funds from the Florida Communities Trust.

The desired future conditions of the park include an enhanced biological condition in the mangrove swamp and tropical hardwood hammock communities. All invasive exotic plants and animals will be eradicated and monitoring and re-treatment programs will be in place to maintain that condition. Listed plant and animal species using the site will be regularly monitored and protected through an ongoing resource management program. Water quality entering Florida Bay from the park will be protected. The two residences will be adapted to support the programs of the park; and any historic structures will be managed consistently with the Secretary of the Interior's Standards for Historic Structures. In the social context, the park will maintain a core constituency of Village officials and residents, environmental advocacy groups and state and federal agencies. Residents of the Village will feel a sense of ownership and stewardship for the park, supporting it with volunteerism, cash and material donations, and assuring that the sustainable management of the park includes consideration of potential impacts to the park from decisions on adjacent land uses and development.

B. Management Objectives

1. Conduct comprehensive plant, animal and cultural resource surveys to inventory the resources of the park.
2. Implement invasive exotic plant and exotic and feral animal removal programs to eliminate their future impacts to the park; continue monitoring and follow-up actions as needed.
3. Conduct architectural and engineering studies of the residences and ancillary structures to document current conditions. Develop plans for the adaptation of the structures to support the programs of the park.
4. Implement a variety of fundraising efforts which may include the solicitation of grants and donations, the conduct of public and private social events and the establishment of an entrance fee or donation to create financial support for the park's development, maintenance and ongoing programs.

5. Generate a Historic Buildings and Structures (HABS) surveys and develop construction documents for adaptive reuse of the residences in coordination with the Florida Department of State Division of Historic Resources (OHR) Bureau of Historic Preservation.

6. Design and develop site improvements to provide parking, restroom, vehicular, pedestrian and bicycle circulation, recreational and interpretive facilities to support the purposes and programs of the park.

7. Create ongoing educational, interpretive and recreational programs.

8. Establish a core of volunteers to generate support from the local community.

C. Comprehensive Plan Conformance

The Islamorada, Village of Islands Comprehensive Plan provides specific policy directives regarding preservation of environmentally sensitive lands and cultural resource sites within the Village. Green Turtle Hammock Park addresses the following specific policy goals and objectives of the Comprehensive Plan:

Transportation Element Policies 2-1.3.11 and 2-1.5.3 direct the Village to facilitate travel on local waterways and provide strategies to improve accessibility and to ensure the continuity of the Overseas Heritage Trail and provide amenities and enhancements within Islamorada.

Coastal Management Element Policies 5-1.2.3, 5-1.2.9 and 5-1.13.1 direct the Village to establish criteria for prioritizing shoreline uses and preserve public shoreline access and to insure protection of historic resources and address adverse impacts to cultural sites potentially created by development or redevelopment of properties.

Conservation Element Policies 6-1.4.6, 6-1.4.8, 6-1.4.10, 6-1.8.2 and 61.8.4 direct the Village to protect flora and fauna having special status, develop a list of priority upland habitat acquisition sites, identity a variety of sites as priority acquisitions, including disturbed habitat with potential for restoration or that provide wildlife corridors between existing environmentally sensitive lands or that buffer environmentally sensitive lands, to establish a habitat restoration program, prioritize upland restoration and to develop a program for invasive exotic vegetation removal.

Conservation Element Objective 6-1.5 directs the Village to maintain surface water quality and quantity and to prohibit development activities that adversely impact water quality, contribute to shoreline erosion and sedimentation or negatively impact wetlands.

Recreation and Open Space Policy 7-1.1.1 and Capital Improvements Element Policy 9-1.2.3 direct the Village to maintain a minimum level of service standard for Village-managed public recreation sites of 3.79 acres per 1,000 permanent residents and seasonal visitors. The project furthers the Village policy by increasing the amount of parks and recreation facilities.

Recreation and Open Space Element Policies, 7-1.1.6, 7-1.1.7 and 7-1.4.5, Objective 8 and Policy 8.1 direct the Village to designate and acquire natural reservations, adopt land development regulations mandating the dedication of land for parks, and to seek grants and alternative sources of funds to finance recreational and open space acquisition, seek local sources of assistance for acquisition,
planning, design and development of recreation and open spaces in a cost effective manner, and to increase public open space for passive recreation and historic sites.

The project lies within the 100 year flood zone on Florida Bay. Purchase by the Village supports hazard mitigation strategies by directing future residential development elsewhere, to prevent community growth in an inappropriate area.

The Village will amend the Future Land Use Classification for the Park on the next available Comprehensive Plan amendment cycle after the approval of this management plan. The classifications will be changed to Conservation and Recreation and Open Space land use, and rezoning of the area to the appropriate zoning designation will follow the amendment of the Comprehensive Plan. Monitoring of the development review process and enforcement of the provisions of the Village’s land use, zoning and land development regulations on adjacent land will serve to adequately buffer the park from adverse impacts of future changes in adjacent land uses.

D. Ecological and Recreational Greenways Management
The importance of all undisturbed hammock and mangrove communities in the Florida Keys as elements of an ecological greenway is recognized by governments and environmental advocates alike, and has resulted in long-term land acquisition efforts by the State of Florida, local governments, The Trust for Public Lands, The Nature Conservancy and others. Green Turtle Hammock Park will be a small but important connection on the migration path of neotropical migrant birds and the predators that follow them, and will provide a limited habitat area for the variety of listed plant and animal species that use the hammock and mangrove communities. All management and development decisions at the park will place a high priority on the preservation and enhancement of the natural qualities that make the site important to the regional ecology. Village staff will collaborate with other resource management agencies and with citizens to assure that activities and programs at the park are consistent with the larger goal to protect these sites in perpetuity.

The park is also connected to two evolving recreational greenways, the Florida Keys Overseas Heritage Trail and the Florida Circumnavigation Saltwater Paddling Trail (see Figure B). Both programs are being developed by the DEP Office of Greenways and Trails (OGT). Village staff and park volunteers will coordinate with OGT with to assure that the park fulfills its potential as a featured destination on both trails. Additionally, the park lies in close proximity to Lignumvitae Key Botanical State Park, Indian Key Historic State Park and the San Pedro Underwater Archaeological State Park, administered by the DEP, Division of Recreation and Parks. Cooperation between all public land management agencies will aid the Village in the implementation of the resource management and public activity programs outlined by this plan.

SECTION III – NATURAL RESOURCES
A. Natural Communities
TROPICAL HAMMOCK (3.4 ac.) - (synonyms: tropical hardwood hammock, hardwood hammock). Tropical hammock is characterized as a hardwood forest on upland sites in regions where limestone is very near the surface and is often exposed. These forests have high species diversity and are often dominated by trees 60 feet or taller. Typical plants include gumbo-limbo, wild tamarind, stoppers, pigeon plum, false mastic, poisonwood, mahogany, inkwood, marlberry, lancewood, strangler fig, wild coffee, bustic, black ironwood, paradise tree, satin leaf, redbay, cabbage palm, tallowwood, guianaplum, shortleaf fig, cat’s claw, soapberry, sea grape, coffee
colubrina, soldierwood, geiger tree, wild pine, Spanish moss, ferns, coonties, poison ivy, greenbrier, and fox grape. Typical animals include Florida tree snail, Schaus’ swallowtail butterfly, white-crowned pigeon, Key Largo woodrat, and Key Largo cottonmouse. Tropical hammocks occur on high ground that does not normally flood, but they are often dependent upon high water tables to maintain reservoirs in solution features of the limestone and to keep humidity levels high. The dense canopy minimizes temperature fluctuations by reducing soil warming during the day and heat loss at night. Mesic conditions are further developed by the hammock’s rounded profile, which deflects winds, thus limiting desiccation during dry periods and reducing interior storm damage. Tropical hammocks are frequently located within wetlands that serve as essential firebreaks. They are susceptible to fire when the water table drops more than two feet below ground surface or the soil moisture content is less than 25%. Although Tropical Hammock can reestablish within 25 years after a fire, maximum development of structure and diversity probably requires more than 100 fire-free years. Tropical hammock is the advanced successional stage of Pine Rockland. It grades into Coastal Rock Barren and Marl Prairies. It may also intergrade with Shell Mounds or Sinkholes and be difficult to separate from them.

Tropical hammock is a rare community that requires protection from fire, canopy disruption, and ground water reduction. Many plants and animals of tropical hammocks must also be protected from collectors. Tropical hammock is prime development property and is disappearing rapidly. (See Figure C.)

Large blocks of the tropical hammock community on either side of the residential development area of the park are in excellent condition. Invasive exotic plants are established along the edges of the hammock, but the interior areas appear to be intact, requiring only monitoring for exotic plant outbreaks that may result from storm damage that may open areas to invasion, in the future.

TIDAL SWAMP (3.9 ac.) - (synonyms: mangrove forest, mangrove swamp, mangrove islands). Marine and estuarine tidal swamps are floral based natural communities characterized as dense, low forests occurring along relatively flat, intertidal, and supratidal shorelines of low wave energy along southern Florida. The dominant plants of tidal swamp natural communities are red mangrove, black mangrove, white mangrove, and buttonwood. These four species occasionally occur in zones which are defined by varying water levels, with red mangrove occupying the lowest zone, black mangrove the intermediate zone, and white mangrove and buttonbush the highest zone. Other vascular plants associated with tidal swamps include salt grass, black needlerush, spike rush, glasswort, Gulf cordgrass, sea purslane, saltwort and sea oxeye. Typical animals of the tidal swamp include mangrove water snake, brown pelican, white ibis, osprey, bald eagle, and a variety of shorebirds, herons, egrets, and raccoon. Also included are sponges, oysters, marine worms, barnacles, mangrove tree crabs, fiddler crabs, mosquitos, and numerous other invertebrates. Fishes are likewise diverse in this community. Those most frequently occurring include black-tipped shark, lemon shark, nurse shark, bonnethead shark, rays, tarpon, ladyfish, bonefish, menhaden, sardines, lookdown, permit, snapper, sheephead, porgies, pinfish, and mullet.

Tidal swamps occur in flat coastal areas. The soils are generally saturated with brackish water at all times, and at high tides these same soils are usually inundated with standing water. Mangroves grow on a wide variety of soils ranging from sands to muds. In older tidal swamps the sands and muds are usually covered by a layer of peat which has built up from detritus (decaying plant material). The prop roots of red mangroves, the extensive pneumatophores (aerial roots) of black mangroves, and the dense root mats of the white mangrove serve to entrap sediments and recycle nutrients from
upland areas and from tidal import. This process serves in “island formation” and is a part of the successional process involved in land formation in south Florida. These root structures also provide substrate for the attachment of and shelter for numerous marine and estuarine organisms.

Fortunately, specific legal protection for mangrove swamps was adopted by the state in 1985. Today, mangroves continue to face such problems as destruction from oil spills and changes in the quantity, quality, and timing of the fresh water input as the adjacent uplands are developed or otherwise altered. Reducing estuarine salinity and flushing chemical pollutants from adjacent uplands have resulted in the destruction of some tidal swamp areas and the invasion of non-mangrove species. The combination of these factors has resulted in a decrease in the number of acres of tidal swamps and a reduction in available nursery grounds and valuable habitat for native wildlife. Mangrove swamps can be replanted by man; however, long term monitoring has not been conducted to determine if restored sites function as the original community did. The best management practice is to prevent further destruction of existing tidal swamps and maintain a natural flow of fresh water into these areas.

At Green Turtle Hammock Park, the tidal swamp community is in excellent condition. Disturbance is limited to the dredged and filled extent of the boat basin development. A mangrove trimming permit has been in effect to allow the owner to trim the mangroves immediately in front of the main residence, and those plants have the appearance of a pruned hedge approximately 4· feet tall, lining the boat channel and extending along both shorelines for approximately 50 feet in both directions. Pruning will be greatly reduced under management of the property as a park to allow regrowth of these plants. The existing trimming permit will be maintained, however, to allow periodic pruning to maintain a view of Florida Bay from the patio area at the residence.

SEAGRASS BED - (0.25 ac.) - (synonyms: seagrass meadows, grass beds, grass flats). Marine and estuarine seagrass beds are typically characterized as expansive stands of vascular plants. This community occurs in subtidal (rarely intertidal) zones, in clear, coastal waters where wave energy is moderate. Seagrasses are not true grasses. The three most common species of seagrasses in Florida are turtle grass, manatee grass, and shoal grass. Nearly pure stands of anyone of these species can occur, but mixed stands are also common. Species of Halophila may be intermingled with the other seagrasses, but species of this genus are considerably less common than turtle grass, manatee grass and shoal grass.

Attached to the seagrass leaf blades are numerous species of epiphytic algae and invertebrates. Together, seagrasses and their epiphytes serve as important food sources for manatees, marine turtles, and many fish, including spotted sea trout, spot, sheepshead, and redfish. Jlle dense seagrasses also serve as shelter or nursery grounds for many invertebrates and fish, including marine snails, clams, scallops, polychaete worins, pink shrimp, blue crab, starfish, sea urchins, tarpon, bonefish, sea horse, pompano, jack, permit, snapper, grunt, mullet, barracuda, filefish, and cowfish.

Seagrass beds occur most frequently on unconsolidated substrates of marl, muck or sand. The dense blanket of leaf blades reduces the wave-energy on the bottom and promotes settling of suspended particulates. The settled particles become stabilized by the dense roots and rhizomes of the seagrasses. Thus, seagrass beds are generally areas of soil accumulation. Seagrass beds are often associated with and· grade into unconsolidated substrate, coral reefs, tidal swamps, and tidal marshes, but may also be associated with any other marine and estuarine natural community.
Marine and estuarine seagrass beds are extremely vulnerable to human impacts. Many have been destroyed through dredging and filling activities or have been damaged by sewage outfalls and industrial wastes. Seagrass beds are also highly vulnerable to oil spills. Low concentrations of oil are known to greatly reduce the ability of seagrasses to photosynthesize. Seagrass beds are susceptible to long term scarring cuts from boat propellers, anchors and trawls. Such gouges may require many years to become revegetated. When protected from disturbances, seagrasses have the ability to regenerate and recolonize areas. Additionally, some successful replantings of seagrass beds have been conducted. However, the best management is to preserve and protect seagrass beds in their natural state.

Only 0.25 acre of seagrass bed community is included in the boundary of Green Turtle Hammock Park. The community appears in excellent condition, with a minimum of prop scarring due to its shallow depth and closeness to the mangrove shoreline. Management of this area by the Village will consist of education of park users regarding the fragility of the area, protection from sedimentation and water quality impacts, and signage to warn boaters, if that is determined to be necessary. Photo points will be established to aid in monitoring the condition of the community over time.

B. Invasive Exotic Plants

There are small areas of the Green Turtle Hammock Park site with significant invasive exotic plant infestation. These are mainly along the cleared edges of the hammock community. Plant species are escaped residential landscape species, particularly Sanseveria spp. (Mother-in-Law's Tongue) and Schefflera spp. (umbrella tree). A few Brazilian pepper and Australian pine specimens occupy the site as well. As part of the comprehensive biological survey of the property, exotic plants will be identified and located on the entire property. Village staff will develop an exotic plant eradication and control plan. Simple mechanical removal or herbicide treatment of the exotic species followed by monitoring at least twice per year and follow-up treatment of returning individuals will address the problem over time. (See Appendix B - Florida Exotic Pest Plant Council List of Exotic Plants.)

C. Upland Restoration

Upland natural community restoration is not one of the major objectives of the Village's management of Green Turtle Hammock Park. The 2.5 acre developed area existing now will be managed to provide a base for public uses of the park building and trails and to provide parking and circulation on site. Approximately 0.5 acre of tropical hammock restoration may take place where larger exotic trees are removed and in any areas where exotic groundcovers or shrub species are removed. These sites cannot be graphically identified until a more thorough biological survey of the property takes place during the initial management year. Appropriate native plants and trees will be planted at these sites, to restore the upland community. Species to be planted may include the full list of species native to the tropical hammock: gumbo-limbo, wild tamarind, stoppers, pigeon plum, false mastic, poisonwood, mahogany, inkwood, marlberry, lancewood, strangler fig, wild coffee, bustic, black ironwood, paradise tree, satin leaf; redbay, cabbage palm, laurel oak, tallowwood (hog plum), prickly ash, hackberry, guiana-plum, shortleaf fig, cat’s claw, soapberry, sea grape, cuba colubrine, soldierwood, geiger tree, wild pine, ferns, coonties, greenbrier, and fox grape.

Where structures are removed from the upland areas of the park, such as the shade house and birdcages at several locations, replanting of the area with native species will follow the removal. These areas, amounting to approximately 600 square feet, will be intensively monitored over the
next several years to assure that exotics do not encroach on the disturbed ground. Photo points will be established at each restoration area to aid in monitoring progress over time.

**D. Wetland Restoration**

Although approximately 0.8 acre of the mangrove community was removed by the dredging of the boat basin and construction of the main residence, large-scale wetland restoration is not recommended at the park. One of the shade housebird cages is located at the northeastern fringe of the filled area, north of the residence. This structure should be dismantled and the fill covering an area of about 800 square feet should be removed to allow regeneration to mangrove vegetation. (See Figure C.) Planting of mangroves in the site may be undertaken, but may not be necessary as long as measures are taken to exclude colonization by exotic plants so that natural regeneration of mangroves from the adjacent undisturbed area can proceed. Again, a photo point will be established for monitoring the restoration progress.

**E. Feral Animal Program**

Feral animals do not appear to be a significant problem at Green Turtle Hammock Park at this time. During the first year of management, Village staff will implement a feral animal control program that includes removing resident animals and monitoring and removal of newly-arrived cats, dogs, ducks, iguanas, or any other feral species as they occur. An educational program will be established to inform adjacent residents of the problem of feral animals and the Village’s policy to exclude them from conservation areas.

**F. Listed Plant Species**

The plant species inventory to be conducted during the first year of management by the Village will identify and locate all listed plants currently inhabiting the site. Listed plants that may be found in the tropical hammock include golden leather fern, Blodgett's wild-mercury, Mexican hibiscus, milkbark, red stopper, lignumvitae, decumbent indigo, sky-blue clustervine, joewood, wild dilly, yellowwood (Florida boxwood), mahogany, brittle thatch palm, Florida thatch palm and banded wild-pine. Listed species found in the wetland communities along Florida Bay include red mangroves and a variety of seagrasses at the water's edge. Management actions to protect listed plants will include the removal of invasive exotic plants and the restriction of development and most public activities to the developed area surrounding the two residences, monitoring of individuals and groups after they are located by survey, and interpretation to the visiting public through the park's programs. The mangrove community fronting the property on Florida Bay is in excellent condition, and the shallow nearshore water depth serves to protect the adjacent seagrasses. Minor improvement in the condition of the mangrove community will result when approximately one-half acre between the boat basin and the bay that have been trimmed by the current owner are allowed to return to natural heights. Listed plant species occurrences will be reported to the Florida Natural Areas Inventory (FNAL) using the plant form provided in Appendix A of this plan.

**G. Listed Animal Species**

As with listed plant, an inventory of listed animals inhabiting or visiting the park will be developed through the initial biological survey and through ongoing monitoring programs. Listed animals that are found in the hammock, mangrove swamp or along the bayfront of the property are primarily birds, including the white crowned pigeon, little blue heron, reddish egret, snowy egret and tricolored heron. Roseate spoonbill, peregrine falcon, southeastern American kestrel, bald eagle, osprey, brown pelican and least tern may also be visitors to the mangrove swamp and
tropical hammock communities. Enhancement of the conditions of the natural communities and the prohibition of disturbance of any wildlife in the park by adjacent residents and visitors are the management actions that will most benefit these species. Listed animal species occurrences will be reported to the (FNAL) using the form provided in Appendix A of this plan.

**H. Natural Communities Inventory and Monitoring**

During the first year after approval of the management plan, a comprehensive plant and animal survey of the property will be conducted by contract or through donation of the necessary technical services. Two to four monitoring periods will be scheduled to aid in identification of seasonal flowering plants and migratory birds. A monitoring schedule will be developed to document use of the site by listed animals, especially listed birds such as the White crowned pigeon, neotropical migrant songbirds and raptors. Local environmental scientists, such as staff from the National Audubon Society and laypersons will collaborate in this effort. Information gathered by the surveys will inform further resource management planning and the design processes for public facilities. This will insure maximum protection of native biota on the project site under management by the Village.

The natural communities' inventory will serve to locate and report actual occurrences of listed plants and animals on the park. Review of this management plan has been requested from the FWC, and future management of the listed animal species that may be located in the Preserve is being coordinated with the agency. Technical support, advice, and assistance with enforcement of wildlife protection regulations from the FWC will also be requested by the Village, as needed.

**SECTION IV – Cultural Resources**

**A. Archaeological and Historic Resources Inventory and Protection**

A reconnaissance level cultural resource survey will be conducted on the property during the first year of management by the Village. If prehistoric sites are located they will be documented, and photo points will be established to allow annual monitoring of their condition over time. Information resulting from the survey will be incorporated into the park's interpretive programs, but development of trails around them or other direct interpretation of prehistoric sites is not recommended. Site-specific surveys by qualified archaeologists will be conducted for the proposed development sites prior to the design of public access facilities.

Reports containing the results of all surveys will be provided to the Department of State, Division of Historical Resources. The collection of artifacts or the disturbance of archaeological and historical sites at the park will be prohibited without authorization from the DHR. The DHR will be notified immediately if evidence is found to suggest an archaeological or historic resource at the park. Management of cultural resources will be coordinated with the DHR, and will comply with the provisions of Chapter 267 Florida Statues, specifically sections 267.061 (2)(a) and (b).

The Keys vernacular cottage located on the property is a historic structure, reportedly built before the 1935 hurricane that devastated Islamorada, and moved to the present site to avoid its demolition. The building is in excellent condition, and will be easily adapted to the public uses outlined below. The storage building was originally built ca. 1955 on another location and moved to the park property. An addition has been made in the more recent past, and this building does not appear to have historic integrity. The main residence was originally constructed as a single-story house in the mid-1950's. The second story was reportedly added in 1963. The recommended historic building studies will include analysis of the main residence, and treatment as a historic building will
be implemented if it is deemed that historic integrity is exhibited by the structure as it is now configured.

The cottage may be eligible for listing on the National Register of Historic Buildings. Village staff will consult with the DHR Bureau of Historic Preservation for recommendations on the potential listing and proper management of the structure. As noted above management of all cultural resources will be coordinated with the DHR, and will comply with the provisions of Chapter 267 Florida Statutes. Management of the cottage will follow the guidelines established by the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings and Guidelines for Rehabilitating Historic Buildings.

SECTION V – Site Development and Improvement
A. Existing Physical Improvements
The residential development of this property provides a fine example of high-quality residential development in the Keys. A two-story masonry and stucco residence (approximately 2,800 SF), a swimming pool and paved patio, the small boat basin, driveway and native and exotic landscape is centered at the northwest end of the property, with superb views to Florida Bay. The cottage is an approximately 1,200 square foot wood frame structure with shingle roof: wood siding and a surrounding 8-foot covered porch. Exterior and interior conditions of both houses are excellent. A third structure, a wood-frame storage building, approximately 900 square feet in size, is located near the cottage. The interior of this building is unfinished at this time. Three large shade structures formerly used to house the owner's collection of exotic birds are located near the main residence. Two parallel gravel driveways connect the residences to US 1, and a connecting paved single-lane section of the drive provides a drop off lane at the main residence. Conventional septic tanks and drainfield wastewater disposal systems serve each of the residences.

B. Proposed Physical Improvements
ARCHITECTURAL MODIFICATIONS AND UTILITIES
Both residences will be modified to adapt them to public, interpretive, education and social uses outlined in this plan. The cottage will be renovated to provide a small interpretive center with graphic and audio visual exhibits on the natural and cultural resources of the park and surrounding community. The main residence will be altered to provide an environmental education center with meeting space for lectures, demonstrations and informal presentations for the variety of environmental and cultural education programs envisioned for the park. Graphic exhibits and site-related artwork may also be displayed inside and immediately around the house. The second floor of the residence will be adapted for use as office and workspace for Village staff for a non-profit environmental organization and/or the corps of volunteers who will be involved in the park's programs. The swimming pool will not be used for public recreational programs.

Given its location and resource base, the park may be used as a site for a variety of local research programs sponsored by the National Audubon Society, state land management agencies, universities or other local entities. If needed, the garage space, a small house attached at the east end of the house and the swimming pool area may serve to support these ongoing research programs. Both buildings will be made universally accessible by the addition of ramps. The architectural modifications for both may include adaption of the kitchens to provide occasional food service and catering space, so that the buildings may be used for public or private social events, such as awards ceremonies, art exhibits, guest lectures, or weddings and receptions.
The storage building adjacent to the cottage will be utilized for storage. There is ADA accessible restroom provided in the main residence to serve the park. No municipal sewage collection system is available at this time. The existing septic tanks and drainfields that serve the residences should be continued in service, and the restrooms will be designated for limited use by staff and program participants. The Village will arrange inspection and pumping of the septic tanks, if it is necessary, before opening the park for public use, and will provide regular maintenance to assure that these disposal systems continue to work properly.

PARKING, VEHICLE CIRCULATION AND STORMWATER FACILITIES
Parking pods for approximately 15 vehicles will be interspersed between the existing trees along the driveways adjacent to the cottage, and a small parking area accommodation approximately 6 vehicles will be constructed in the cleared area southeast of the main residence, currently occupied by a shade house. Rail fencing and wheel stops will be used to restrict cars to the parking areas. To accommodate public traffic the drives will be designated one-way routes and a new connector drive will be constructed just northwest of the storage building and the cottage to allow visitors to conveniently exist from the front of the property rather than continuing through the loop near the main residence. The location of this drive will be carefully selected so as to minimize the need for clearing. (See Figure D.)

Bike parking racks will be placed adjacent to both buildings to accommodate and encourage bicycle access to the park by the local community and visitors along the adjacent Overseas Heritage Trail. All developed facilities of the park will be located, designed and managed to preserve and enhance water quality in Florida Bay and minimize impacts on the site's natural resources. The existing drives are paved with crushed limestone, and new surfacing will consist of the same material, minimizing additional stormwater runoff. Given the extreme permeability of the underlying fossil reef; it is unlikely that extensive stormwater retention will be necessary for the modest site alterations planned for the park. If required, stormwater retention areas will be developed by constructing low berms or swales intended to blend with the landscape. No fencing of these areas should be required.

TRAILS, WALKWAYS, AND OUTDOOR RECREATION AREAS
A natural surface interpretive trail (approximately 700 feet) and a boardwalk and overlook (approximately 120 foot boardwalk and 100 square feet overlook) will be developed so visitors can see and understand the tropical hammock and mangrove communities of the park. Up to 8 interpretive signs will identify native plants and animals found in the park, and explain the geological and climatic origins of the Keys, the natural processes that sustain and shape the park's natural communities and the threats endured by the both the vegetative communities and the animal species that depend on them for habitat. The signs will be located at appropriate points along the trail, at the overlook and near the boat basin. Entry points to the interpretive trail will be located adjacent to both the interpretive center (cottage) and the environmental education center (main residence) areas. A playground and seating areas will be provided southeast of the interpretive center, since the park will a destination for families with children. Manufactured play structures made of recycled materials will be used for this facility. Accessible parking will be located nearby to provide for visitors of all physical abilities.

A designated drop off for visitors with canoes or kayaks will be located at the eastern end of the main residence. A paved walkway from the drop off will lead to one of the three wood docks built along the bulkhead of the boat basin to provide recreational access and support interpretive tours on
Florida Bay. Village staff will evaluate the need for other docking space in the boat basin to support research, occasional boat tours or other purposes, and will evaluate the condition of the two sections of dock located immediately in front of the residence and along the western corner of the basin. If these docks are not needed for future programs at the park, they will be removed to reduce maintenance costs for the park.

The patio and pool area that adjoins the residence will be useful for park programs and social events. Safety fencing will be installed surrounding the swimming pool as a protective measure. Attractive fencing designed for temporary removal and re-installation will be considered, so that the area can be opened up as needed for various social functions at the park.

A paved walk will be constructed to provide universal access from the patio connecting to the walk from the drop off to the dock for canoe/kayak launching discussed above. A spur from this walkway will connect to the boardwalk section of the nature trail and the wildlife overlook, located just inside the mangrove swamp adjacent to the boat basin. The park’s other user-based recreational facilities, four tables designed for chess, checkers and other board games, will be located where they are accessible from the patio and along the walkway from to the boat basin.

A short ramp will be constructed at the front of the environmental education center to provide universal accessibility, and architectural modifications of the interior will be needed to bring the main residence into compliance with the Americans with Disabilities Act.

ACKNOWLEDGEMENT SIGN
A permanent recognition sign, at least 4' by-6' in size, shall be maintained in the entrance area of the park. The sign will acknowledge that the project site is open to the public and was purchased with funds from the Florida Communities Trust using Florida Forever funds, with assistance provided by The Trust for Public Land. The sign will also recognize the stewardship of the property by previous owner, Mrs. Betty Rosenthal.

C. Hazard Mitigation
The park is located entirely within the 100-year flood zone and in a hurricane high hazard area. No new structures are planned for addition to the park. As part of the architectural and engineering analyses of the park's buildings discussed above, the Village's consultant will evaluate the residences to determine if structural upgrades are necessary to protect the buildings from the effects of high winds and floods. These buildings have managed to survive many storms over the years, and it is not anticipated that extensive structural modifications are needed.

Village staff will develop and emergency response plan for the park. The plan will include response to fire as well as storm and flood events. Modifications to the widths and geometries of the park drives and placement of a fire hydrant on the property may be necessary to upgrade fire protection at the park. Fire and theft alarm systems will be maintained for the environmental education and interpretive centers at the park.

D. Permits
Building permits from the Village will be required for all building improvements. Other environmental resource permits, if applicable, will be acquired from all federal and state agencies having jurisdiction. A Monroe County health department permit will be required for the restroom. Except for emergency response activities to secure the property or protect its natural resources
following storm, flood, or other disturbance, written approval from the Florida Communities Trust will be requested before undertaking any site alterations or physical improvements that are not addressed in the approved management plan.

E. Easements, Concessions, and Leases
The Village intends to lease the two residences at the park for an undetermined period during the first years of management to provide security and building maintenance until the park is developed. These lease agreements will be reviewed by staff of the Florida Communities Trust prior to their execution. The Village may provide a concession-operated canoe and kayak rental service at the park in the future, if there appears to be a demand not met by local businesses. If and when such arrangements are considered, Village staff will provide notice and information at least 60 days in advance and acquire FCT approval prior to the execution of any lease of any interest, the operation of any concession, the granting of any easement, any sale or option, or any management contracts for the site; or any use of the property by any person other than in such person's capacity as a member of the general public. All revenue generated at the project site will be placed in a separate account and go to the upkeep and maintenance of the project site in order to be within allowable limits set by the Internal Revenue Service.

Likewise, any revenues collected through the education programs at the park will only be used to support the educational programs, the upkeep and maintenance of this park. Village staff will update FCT in its annual report on the status of the residential lease and education activities, disclose any revenues collected for such activities and will provide detailed accounts of how such revenues were expended.

SECTION VI – Education Programs
A multi-faceted Environmental Educational Program is planned by the Village, to be operated in coordination with specific targeted educational and civic institutions such as local Monroe County Public Schools, the Nature Conservancy, the Friends and Volunteers of Refuges (FAVOR); the Village Council-appointed Historic Preservation Committee; the Matecumbe Historical Society; the Florida Parle Service, and the Village Parks and Recreation Department. The Program will begin with planning and implementation activities by school children, as part of their science and technology courses, and adults, as part of other environmental education programs, to design educational and interpretive programs, plan the route of the nature trail and select and install interpretive graphics for the trail, Interpretive Center and the Environmental Center planned for the main residence. Children and adults alike will learn to identify native and invasive exotic plant species and be afforded an opportunity to conduct invasive exotic vegetation removal and re-vegetation activities. In addition, history and archeological classes are proposed by the Matecumbe Historical Society.

Since there are several educational and civic organizations involved, it is likely that many more than 12 education classes will be conducted as the park develops and the program highlights specific unique features. Currently, the Village has received commitments from The Nature Conservancy for 2 classes per year; 3 classes per year from the Audubon Society; the Friends and Volunteers of Refuges (FAVOR) have committed to approximately 4 classes; the Historic Preservation Committee will conduct 6 classes; and at least one class will be provided by the Matecumbe Historical Society. In the event these organizations fail to provide the classes as proposed, the Village commits to making up any difference needed to maintain at least 12 classes per year. The documentation and
coordination of activities and programs will be jointly managed by the Village’s Parks and Recreation Department, the Public Works Department and the Village Land Steward.

SECTION VII- Management Needs
A. Management Coordination
Village staff will develop open lines of communication with adjacent landowners and will insure buffering requirements and other protective measures contained in existing land use regulations are enforced as adjacent lands are developed. Special efforts will be made to encourage owners to eliminate invasive exotic plants from their land adjacent to the park and replace them with a buffer of native plant species.

Development of this plan has been coordinated with the FWC Office of Environmental Services to ensure the preservation of native wildlife species on the park. Management for listed plant and animal species using the site will continue to be coordinated with the FWC and the US Fish and Wildlife Service. The Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation (DHR) will be an important source of information and guidance in the management of the cultural resources of the park. The DEP Division of Recreation and Parks manage several adjacent units of the state park system. Staff of the Division will be valuable for information and collaboration for the park's resource management activities as well as in development and ongoing improvement of the park’s interpretive and educational programs.

Finally, the broad range of non-governmental organizations that focus on environmental and historic preservation activities and advocacy in the Florida Keys will be invaluable partners for Village staff. Environmental and historical societies will be enlisted by Village staff in the planning and implementation of both, resource management and educational programs at Green Turtle Hammock Park.

B. Maintenance
Regular facilities maintenance, patrol, and trash collection at the site will be the responsibility of the Islamorada, Village of Islands Public Works Department.

C. Security
Monroe County Sheriff’s Office will provide surveillance and law enforcement authority at the property as needed. The park hours of operation will be from 8:00 AM to sunset.

D. Staffing
The Village Parks Division employs 12 full-time and 8 part-time positions to manage the expanding parks and recreation programs of the municipality. The Village also has a Procurement and Grants Administration position to coordinate the solicitation of grant funding for projects throughout the Village. Volunteer support to help provide public access, interpretive and educational activities, and resource management assistance will be encouraged and coordinated by Village staff. Contract labor may be employed, as needed. Resource management activities will be the responsibility of the Village Public Works Department. Village staff, contract labor and volunteer labor will be assigned to tasks such as park upkeep and maintenance, exotic plant removal and restoration of native vegetation.

SECTION VIII – Cost Estimates and Funding Sources
The authors have attempted to provide the best estimate possible based on the information at hand, and the level of planning completed. Some adjustments in these estimates may be necessary as more
detailed plans are developed. Over time, market conditions and prevailing rates of inflation in the general economy may act to increase or decrease actual costs for contract services and construction. Nine sources of funding have been identified for management and development of this project. Funding for operations and staffing will come from the Village Public Works budget. Planning, design and capital improvement funding may be provided from the Village Park Impact Fees collected from development activities elsewhere in the Village. Grants may be provided by the Monroe County Tourism Development Council, the DEP’s Florida Recreation Development Assistance Program, and the Florida Coastal Management Program's Coastal Partnership Initiative. Florida Department of State, Division of Historical Resources Special Category and Cultural Facilities Grants may be primary sources of funding for planning, restoration and adaptive reuse of the residences. The Federal Land and Water Conservation Fund and the National Archives and Records Administration may also be grant sources for this project. Additional funds may be acquired from private grants and from donations of cash, materials or labor by local businesses and citizens.

**TABLE 1**

**GREEN TURTLE HAMMOCK PARK**

**ESTIMATED MANAGEMENT AND DEVELOPMENT COSTS**

1. **Resource Management***
   - Plant/animal surveys and mapping $3,000
   - Historic Building / Archaeological survey 2,500
   - Exotic plant removal and revegetation *** 9,200
   - **Subtotal** $5,500

2. **Public Access Improvements** **
   - Safety fencing (pool and front entrance) and gates $20,000
   - Accessible Nature Trail (1,700 ft.) and Interpretive Signs (8) 20,000
   - Walkways, Boardwalk (120 ft) and wildlife overlook (100 SF) 65,000
   - Bicycle racks, play equipment, benches, fame tables and picnic tables 20,000
   - Dock repairs and paddling access 7,500
   - Parking areas (21 cars) 5,500
   - Entrance sign 600
   - Landscaping *** N/A
   - Architectural/engineering and site design fees and permitting 80,000
   - Restroom 75,000
   - Cottage adaption 110,000
   - Main residence adaption 260,000
   - **Subtotal** $663,600

**Total Resource Management/Development Costs** $669,100

3. **Annual Maintenance/Operations Costs***
   - Resource Management (monitoring and exotic plant eradication) $2,000
   - Routine facilities maintenance 13,100
   - Staff 30,000
   - Educational and Interpretive Programs *** 0
   - **Total Annual Operational Costs** $45,100
SECTION IX – Priority Schedule

The following list summarizes the management activities set forth in this management plan, in priority order. Figure E represents the management activities in a graphic timeline format, beginning with the date of acquisition of the property by the Village. The schedule of activities is subject to adjustment, as the schedule depends on the availability of funding, staffing and volunteer assistance for the management of the park.

1. Install security fences and gates.
2. Inventory plant and animal species
3. Conduct reconnaissance level cultural resources survey
4. Develop exotic plant removal and re-vegetation plan
5. Begin exotic plant and feral animal removal and re-vegetation
6. Amend Comprehensive Plan and zoning designations.
7. Conduct fundraising activities and grants solicitation
8. Implement continuous follow-up treatment program for exotic plants and feral animals
9. Implement regular monitoring, management analysis, and stewardship reporting activities
10. Generate site design
11. Begin historic building surveys and facilities design projects.
12. Construct public facilities - Phase 1: dock repairs and paddling access; Phase 2: parking, bike racks, play equipment, benches and game tables and nature trail; Phase 3: boardwalk, overlook and restroom; Phase 4: architectural adaptations for interpretive and environmental education centers.
13. Begin regular facilities maintenance program
14. Begin regular educational programming

SECTION X – MONITORING AND REPORTING

A. Annual Stewardship Report

An Annual Stewardship Report, due on April 30th of every year, will be compiled by Village staff and submitted to the FCT. The Annual Report will include a review of the provisions of this management plan and will serve to update the resource inventories for the property on file with the FCT. To provide an annual progress assessment, the Annual Report will provide numerical descriptions, where possible, of progress made in meeting the management objectives of this plan, such as acreage and percentage figures for exotic plant removal, native plant restoration, etc. Village staff will forward listed species information to the Florida Natural Areas Inventory on appropriate forms, concurrently with filing the Annual Report (See Appendix A). The annual report will comply with the requirements of 9K-7.013 F.A.C.

Through the annual reports or by separate correspondence, the Village will request written approval for revision of the management plan from the FCT. No site alterations or physical improvements that are not addressed in the approved management plan will be initiated without prior approval or plan revision. No revisions or alterations to the management plan will occur until such changes are reviewed and approved by the FCT.
Figure E is the current projected timeline for the activities recommended by this management plan. The priority goals set forth in the plan are the resource enhancement elements. After the initial inventories of plant and animal species utilizing the site have been completed, annual monitoring surveys of plant and animal species will be instituted to help evaluate progress toward the goal of upland habitat restoration. Development of public facilities, although important, is dependent on the availability of funding through grant programs or through private donations. The progress of appropriations through the Village budgetary process and fund-raising activities and results will be included in the Annual Report. Once development funding has been acquired, progress through the design, permitting, and construction processes will be reported on a percent-complete basis. After facilities are developed, Village staff will estimate annual visitation and include a narrative summary of use of the project site by organized groups in the Annual Report.
FIGURE B
ECOLOGICAL AND RECREATIONAL GREENWAYS MAP
PAGE 3
LEGEND
PROPERTY BOUNDARY
• STRUCTURES
TROPICAL HAMMOCK (3.4 ac.)
MANGROVE SWAMP (3.9 ac.)
SEAGRASS BED (0.25 ac.)

GREEN TURTLE HAMMOCK
ISLAMORADA VILLAGE OF ISLANDS
NATURAL COMMUNITIES MAP
FIGURE C  PAGE 9
### Figure E

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Phase 1: dock repairs and paddling access
Phase 2: parking, bike racks, play equipment, benches, game tables and nature trail with signage
Phase 3: boardwalk, overlook and restroom
Phase 4: architectural adaptations for interpretive and environmental education centers
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EXHIBIT “F”

Permitted Uses

The conservation, protection and enhancement of natural and historical resources and outdoor recreation, including educational and community-based services related thereto. Administration and office space rental for the purpose of providing these services.

Permitted Uses expressly include weddings, art festivals, reunions (business or family), provided such events are held after normal park hours or during park hours but without interfering with general and public park use. Any other events, other than as specifically noted above, must be approved in writing in advance by Village and FCT.

All uses are subject to all applicable regulation, local or otherwise, including but not limited to permitting for special events.
EXHIBIT “G”

Development Schedule

The following improvements shall be performed by the Operator, Green Turtle Island School, Inc., in accordance with the phasing schedule and timeframes (commencement and final completion dates) set forth herein.

- Actual Construction of the Improvements to the Main House (shovel ready) shall commence on or before ninety (90) days from the Effective Date of the Agreement. All Improvements set forth in this Development Schedule shall achieve Final Completion and the Public Areas of the Facility shall be fully operational and open to the public on or before March 1st, 2015:

  o Main House (Operator shall commence with the actual construction of the Main House Improvements on or before ninety (90) days from the Effective Date of the Agreement):
    - New roof
    - New Air Conditioning system
    - New kitchen
    - General redevelopment of interior
    - Furniture for main house

  o Site Work
    - New Docks and Seawalls
    - Waste Water system for connection to new Village system (to be reimbursed by Village)

  o Russell Cottage:
    - New Air Conditioning system
    - New kitchen appliances and refit of kitchen
    - Refit of Bathrooms
    - New ADA Ramp and access to building
    - Period furniture for Russell cottage

  o Small White shop (maintenance shed)
    - Develop into new laboratory