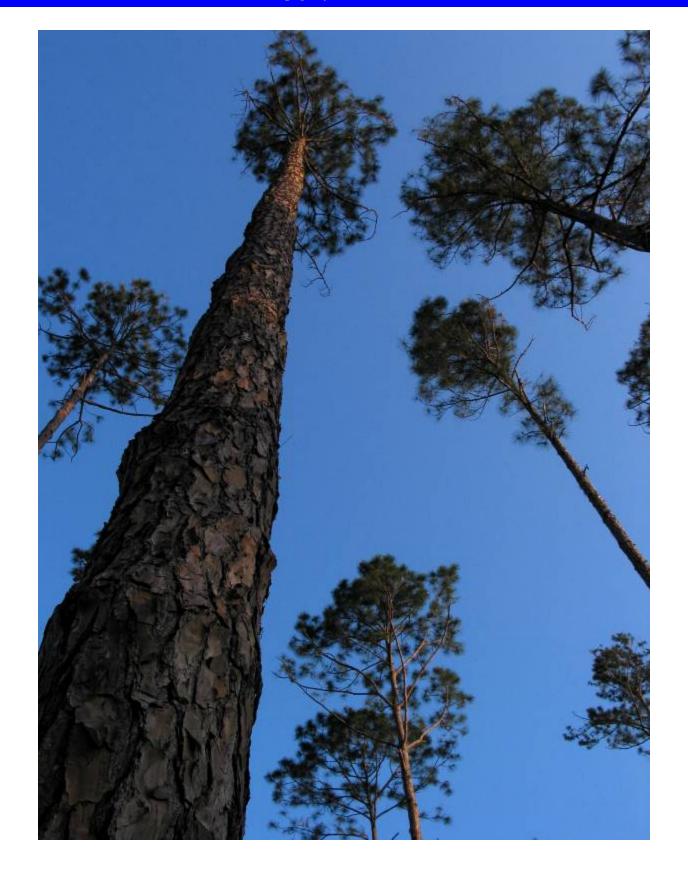


Alachua County Florida Communities Trust Project # 07-115-FF7– Phifer Flatwoods Preserve Management Plan

Management Plan Photograph by Robert Hutchinson





Phifer Flatwoods Preserve Management Plan FCT Project # 07-115-FF7

Submitted By:

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Phifer Flatwoods Preserve Management Plan Summary

Date of Plan: May 2008 Management Area: 644.52 acres Location: Southeast Alachua County, south of the intersection of SR 20 and CR 325 Date Acquired: February 10, 2006 Cost: \$ 2,882,293 Funding Source: Alachua County Forever: 60%, Florida Communities Trust: 40% Partners: Alachua Conservation Trust

Summary:

Phifer Flatwoods Preserve is located in southeast Alachua County, south of the intersection of State Road 20 and County Road 325, and north of the Gainesville-Hawthorne State Trail and the Lochloosa Wildlife Management Area. It was acquired with funds from Alachua County and Florida Communities Trust (FCT). The land within the Preserve is a mosaic of wetlands and pine flatwoods. A tributary of Orange Lake, Little Lochloosa Creek, flows across the property near the eastern boundary. The Preserve will be managed to protect, preserve and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience.

Key Management Objectives:

- 1. Maintain or enhance existing natural communities where feasible and appropriate.
- 2. Inventory natural features of the site, including flora, fauna and natural communities.
- 3. Protect populations of significant and listed plant and animal species.
- 4. Develop and implement a prescribed fire management plan.
- 5. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.
- 6. Effectively and responsibly manage cultural resources.
- 7. Promote public outdoor recreation and environmental education consistent with preserving the natural and cultural resources of the site.

Resource Management Issues:

- RESTORATION / ENHANCEMENT- Restore/enhance approximately 482 acres of disturbed upland and approximately 16 acres of disturbed wetland communities.
- FIRE MANAGEMENT Develop a prescribed fire management plan to aid in restoration and enhancement of natural communities, to discourage non-fire tolerant vegetation and to maintain open habitat for listed species.
- INVASIVE PLANTS Control or eradicate invasive, non-native plant species.
- HISTORIC RESOURCES Protect known sites from disturbance, and coordinate with Florida Department of State, Division of Historic Resources regarding identification and protection of historic sites.
- MONITORING Monitor property through field inspections and photopoints to determine relative success of management strategies and impacts of public use on the resources.

Site Development and Maintenance

- PHYSICAL IMPROVEMENTS Construct trails and other recreational amenities (below), fences, gates, firebreaks, and a parking area.
- RECREATION Construct trails and trailheads, wildlife observation platforms, stationary benches, a bench-swing, a bike rack, and a geo-caching course.
- EDUCATION Develop interpretive exhibits (kiosks and trail signs).
- MAINTENANCE Maintain all improvements.
- SECURITY perform regular security patrols, install informational and regulatory signage, and install additional access control as needed.

I. INTRODUCTION

Phifer Flatwoods Preserve is owned and managed by Alachua County as part of the Alachua County Forever (ACF) land conservation program. It was acquired with funds from the ACF program, and the Florida Communities Trust (FCT). The Alachua County Forever Program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. FCT provides grants to eligible applicants for the acquisition of land for community-based parks, open spaces, and greenways that further outdoor recreation and natural resource protection needs identified in local government comprehensive plans.

This management plan was developed to ensure that the project site will be managed and developed in accordance with the goals of the ACF program, the FCT Grant Contract, and in furtherance of the purpose of the FCT grant application (Exhibit A). 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 the FCT grant award.

LOCATION & ADJACENT USES

Phifer Flatwoods Preserve is located in southeast Alachua County between Gainesville and Hawthorne. The Preserve is bounded on the north by State Road 20, on the south by County Road 2082 and the Gainesville-Hawthorne State Trail, and is located between County Road 234 to the west, and County Road 20-A to the east. County Road 325 extends south from State Road 20, bisecting the property (Exhibit B). Operational access to the property is provided through several gates located along the perimeter. Visitor entry will be provided through three trailheads adjacent to the Gainesville-Hawthorne Trail.

The 16,610-acre Lochloosa Conservation Easement and the 10,339-acre Lochloosa Wildlife Conservation Area are located immediately south of Phifer Flatwoods Preserve. In addition, the Alachua Conservation Trust Prairie Creek Preserve is located approximately one mile to the west, and Paynes Prairie Preserve State Park is located approximately three miles west. All of these conservation lands are connected to the Preserve by the Gainesville-Hawthorne State Trail (Exhibit C).

Land use adjacent to Phifer Flatwoods Preserve is predominately conservation, resourcebased recreation, agricultural timber production, and rural residential. The Lochloosa conservation lands to the south provide recreational hunting to the public on a seasonal basis, and hunting also occurs on surrounding private lands.

ACQUISITION HISTORY

Phifer Flatwoods Preserve was evaluated for the County's ACF Program on November 6, 2002, as the larger Lochloosa Creek Flatwoods project. Alachua County placed it on the ACF Active Acquisition List on March 22, 2005. An auction sale of the property by Plum Creek Timber made timely purchase of the property by the County infeasible. Alachua Conservation Trust (ACT) raised private funds and purchased the fee simple interest in the property from Plum Creek on July 29, 2005 for \$2,860,000. Alachua County purchased the property from ACT on February 10, 2006 for \$2,882,293. In 2007, Alachua County applied to Florida Communities Trust for grant funding to recover some of the purchase costs of the property. FCT awarded the grant on January 31, 2008, which will reimburse 40 percent of the purchase price. Florida

Communities Trust is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state.

NATURAL RESOURCES SUMMARY

Phifer Flatwoods Preserve contains seven distinct upland and wetland natural communities; mesic pine flatwoods is the dominant community type. The Preserve contains habitat recognized as typically suitable for 22 listed animal species, of which at least 13 are known to occur on the site. In addition, the Florida Fish and Wildlife Conservation Commission identified two Strategic Habitat Conservation Areas (SHCAs) for wading birds within the property.

PREVIOUS USES

Florida Master Site File records indicate the land within Phifer Flatwoods Preserve has a long history of human use by pre-historic and modern cultures. Although no formal archaeological survey has occurred on the property, one documented archaeological site exists within the Preserve, consisting of a pre-historic lithic scatter. Several historic accounts from the region refer to the site as a settlement supporting the Phifer family's turpentine and naval stores operation. More modern uses of the land include extensive silvicultural operations, rural family farms, and recreational hunting.

RECREATION

Recreational features of the Phifer Flatwoods Preserve include nature trails adjoining the Gainesville-Hawthorne State Trail. Trailside amenities within the Preserve will complement the Gainesville-Hawthorne State Trail, and consist of a series of stationary benches, a bench-swing, a bicycle rack, wildlife observation platforms, and a geo-caching course. In addition, an interpretive kiosk and sign system will be designed for the Preserve to educate visitors about the site's historical significance, ecological importance, and management objectives.

II. PURPOSE

The purpose of the Phifer Flatwoods Preserve project is to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience. Phifer Flatwoods Preserve will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.

Management goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, forest thinning, and re-vegetation.

Phifer Flatwoods Preserve will be identified in all literature and advertising as having been acquired with funds from Alachua County Forever and the Florida Communities Trust and operated as a natural conservation area offering outdoor nature-based recreation.

PRIORTIZED MANAGEMENT OBJECTIVES

- 1. Maintain or enhance existing natural communities where feasible and appropriate.
- 2. Inventory natural features of the site, including flora, fauna and natural communities.
- 3. Protect populations of significant and listed plant and animal species.

- 4. Develop and implement a prescribed fire management plan.
- 5. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.
- 6. Effectively and responsibly manage historic resources.
- 7. Promote public outdoor recreation and environmental education consistent with preserving the historic and natural resources of the site.

COMPREHENSIVE PLAN CONSISTENCY

Alachua County Comprehensive Plan directives that will be furthered by managing the site as proposed include but are not limited to the following (Alachua County Department of Growth Management. 2005):

- Policies and objectives in the Comprehensive Plan establish a level of service standard for recreation. Objective 1.1 and Policy 1.1.2 of the Recreation Element require Alachua County to maintain 5.0 acres (minimum) of improved resource-based recreation sites per 1,000 persons in the unincorporated area of Alachua County.
- Historic Preservation Element Objective 3 directs the County to evaluate, and where appropriate, conserve, protect, or acquire sites and areas of archaeological significance. Policy 3.2 directs that significant archaeological sites shall be protected from destruction.
- Policies 2.2.1, 2.2.2, and 2.2.5 of the Conservation and Open Space Element require the County to encourage environmental stewardship and provide educational programs concerning natural resource issues, including native vegetative communities, exotic species control, and natural areas protection.
- Objective 4.9 of the Conservation and Open Space Element directs the County to maintain and enhance biodiversity by protecting significant habitats, providing habitat corridors, and preventing habitat fragmentation.
- Policies 4.10.1 and 4.10.4 direct the County to conserve and develop management strategies for strategic ecosystems, including land acquisition and resource management. Phifer Flatwoods Preserve lies within the Lochloosa Flatwoods Additions Strategic Ecosystem, identified in the Alachua County Ecological Inventory Project (KBN 1996).
- Policy 5.4.13 of the Conservation and Open Space Element requires the County to accommodate the use of prescribed fire for maintaining ecosystem health and wildfire prevention.
- Objective 6.3 of the Conservation and Open Space Element directs the County to develop a linked open space network, or greenways system, for the protection enhancement and restoration of functional and connected natural systems while providing unique opportunities for recreation, multi-modal transportation, and economic development. Conservation and Open Space Policies 6.3.2, 6.3.3, and 6.3.6 detail the components of the greenways system.
- Policies 6.6.5 and 6.6.6 of the Conservation and Open Space Element direct Alachua County to restore and enhance degraded natural areas on County-owned preservation, conservation and recreation lands, including removal of invasive non-native plants and animals, reforestation, re-establishment of fire regimes for fire-adapted ecosystems, and restoration of shorelines and natural hydrology, as needed.

LAND USE AND ZONING

Currently, the future land use for tax parcels 18027-001-000, 18035-002-000, 18144-001-001, 18113-001-002, 18111-001-000, 18105-001-000, and 18105-002-000 is designated as "Rural Agriculture," "Preservation," and "Rural Cluster." Staff will initiate proceedings to change the future land use for these parcels to "Preservation" during the first large scale Comprehensive Plan amendment after approval of the Phifer Flatwoods Preserve Management Plan. Upon completion of changes to the future land use designations, staff will initiate the procedure to change the zoning for each of these parcels from "Agriculture" to "Conservation."

Land Use and Zoning Strategies

- > Amend Future Land Use from current designations to "Preservation."
- Change zoning from "Agriculture" to "Conservation."

III. NATURAL AND CULTURAL RESOURCES

SOILS

Fourteen soil types, defined and mapped by the Natural Resources Conservation Service, occur within Phifer Flatwoods Preserve (Exhibit D, Thomas et al. 1985). The dominant soil type within the Preserve is Pomona sand. All of the identified soils are generally described as nearly level, with sandy surface layers and loamy or clayey lower layers. Most of the soils identified are described as somewhat poorly drained to very poorly drained, with the exception of the Millhopper and Tavares sand units, which are moderately well drained. A few small units of saturated soils may limit recreational or other development in these specific areas of the Preserve.

The runoff potential is high for the soils covering most of the property—Pomona, Pottsburg and Wauchula sands—and is low to negligible for soils on the remaining property. There is currently no evidence of erosion problems on the property. Land management activities will follow generally accepted best management practices to prevent soil erosion and conserve soil and water resources within the Preserve.

Although no mining activities are known to have occurred within the Preserve, sand was extracted on adjacent lands for road base material for the widening of State Road 20. There are no known mineral deposits of commercial value within the Preserve.

Chipley sand

This is a nearly level, and somewhat poorly drained soil which occurs in small areas of flatwoods, and in transition zones between flatwoods and uplands. The surface and underlying layers are primarily sandy with rapid permeability to a depth of more than 80 inches. During normal years, the water table in this soil type is 20 to 40 inches below surface for 2 to 4 months, receding well below this during dry periods, and briefly rising to 15 to 20 inches below surface during very wet periods.

Lochloosa fine sand, 0 to 2 percent slopes

This nearly level, somewhat poorly drained soil occurs in rolling uplands and in slightly convex areas of flatwoods. The surface layer is fine sand, with a subsurface layer of loamy sand or sand. The subsoil is sandy loam and sandy clay loam. In normal years this soil type has a seasonal high water table at a depth between 30 and 40 inches below surface for 1 to 4 months. The water table rises to 20 to 30 inches below surface for 1 to 3 weeks.

Millhopper sand, 0 to 5 percent slopes

This nearly level to gently sloping, moderately well drained soil typically occurs in 10- to 250-acre areas on uplands and on slightly rolling knolls in the broad flatwoods. The soils have rapidly permeable sandy surface and subsurface layers. The subsoil has moderately rapid permeability in the upper loamy sand layer, and moderately slow permeability in the mid subsoil sandy clay loam and lower subsoil sandy loam layers. The water table is at a depth of 40 to 60 inches for 1 to 4 months most years, and at a depth of 60 to 72 inches for 2 to 4 months.

Monteocha loamy sand

This nearly level, very poorly drained soil is in wet ponds and shallow depressional areas of about 5 to 35 acres in the flatwoods. The surface layer is rapidly permeable loamy sand; the subsurface and upper subsoil layers are moderately rapid to rapidly permeable sand, with moderately slow to moderately permeable fine sandy loam over sand in the lower subsoil. This soil has a water table that is within 10 inches of the surface for more than 6 months during most years. Most areas are covered with water for more than 4 months.

Pelham sand

This nearly level, poorly drained soil is in small and large areas in pine flatwoods. The surface layer is sand, underlain by sand, sandy loam, and sandy clay loam. Permeability is rapid in the sandy layers, becoming more moderate in the loamy layers. Pelham sand has a water table less than 10 inches below surface for 1 to 4 months during most years, which recedes below 40 inches during dry periods.

Plummer fine sand

This nearly level, poorly drained soil is in areas of flatwoods with nearly smooth slopes ranging from 0 to 2 percent. The surface and subsurface layers are composed of fine sands, underlain by subsoils of fine sandy loam and sandy clay loam. The water table is less than 10 inches below surface for 1 to 3 months, and may recede to 10 to 40 inches for 3 to 4 months during most years.

Pomona sand

These are nearly level, poorly drained soils on flatwoods, hammocks, and other flat areas. They are dominantly sandy with a loamy subsoil layer. In normal years the water table is within 10 inches of the surface for 1 to 3 months, and is at or near the surface in wet periods. During dry seasons the water table recedes to a depth of more than 40 inches.

Pomona sand, depressional

These nearly level, very poorly drained soils are found in shallow depressional areas and along narrow drainage ways in the flatwoods. These areas are irregularly shaped or elongated and range from about 10 to 35 acres. They have sandy surface and subsurface layers and sandy loam in the lower part of the subsoil layers. The underlying material is sandy loam and loamy sand. In this soil, the water table is less than 10 inches below the surface for about 6 months or more. These soils are subject to frequent ponding, water is on the surface for 4 months or more during most years.

Pottsburg sand

This is a nearly level, poorly drained soil in the broad areas of the flatwoods. All layers of this soil are sandy to a depth of 86 inches or more. The areas are usually irregular in shape and

range from about 15 to 250 acres. These soils have a water table that is at a depth of less than 12 inches for 1 to 4 months and is at a depth of 12 to 40 inches for 4 months or longer during most years.

Samsula muck

This nearly level, very poorly drained organic soil is typical of swamps, marshes and ponded areas within flatwoods. Slopes are slightly concave, and the areas may either be circular, irregular or elongated, both small and large in size. The surface layer is dark muck, underlain by sands ranging from dark gray to light brownish-gray to light gray. Samsula muck has water at or on the surface for more than 6 months during most years, and within 10 inches of the surface for the remaining months, except during long dry periods.

Sparr fine sand

This map unit consists of nearly level and gently sloping, somewhat poorly drained soils on low ridges within the flatwoods and on nearly smooth to lightly convex slopes of the gently rolling uplands. They have rapidly permeable sandy layers to depths of more than 40 inches. The subsoil is loamy sand over fine sandy loam. These soils have a water table at a depth of between 20 and 30 inches for about 1 to 2 months and at a depth of 30 to 40 inches for about 2 to 3 months. During dry seasons it receded to a depth of more than 40 inches.

Surrency sand

This nearly level, very poorly drained soil is in ponds and depressional areas in the broad flatwoods and in areas of wet prairie on uplands. The areas are relatively small and range form about 10 to 40 acres. The surface and subsurface layers are sandy, over sandy clay loam subsoil. In normal years these hydric soils have a seasonal high water table within 6 inches of the surface for 2 to 6 months or more. In other months the water table is usually below these depths. These soils are also ponded frequently for long duration with water approximately 2 feet above the surface. Most often ponding occurs in the winter and spring, but it may occur during any wet season.

Tavares sand, 0 to 5 percent slopes

This is a nearly level to gently sloping, moderately well drained deep and sandy soil. It is on slightly convex slopes in broad areas of the flatwoods and along gentle slopes of the rolling uplands. The areas are irregular in shape, and range from about 10 to 125 acres. The water table is at a depth of 40 to 72 inches for a cumulative period of 6 months or more during most years. It recedes to more than 72 inches below the surface during droughty periods.

Wauchula sand

This nearly level, poorly drained soil occurs in flatwoods with nearly smooth slopes. The surface and subsurface layers are composed of sands ranging from black to light brownish gray in color. The subsoil consists of sand in the upper part underlain by loamy, sandy loam, and loamy sand layers in the lower part. The water table in Wauchula sand is less than 10 inches below surface for 1 to 4 months, and 10 to 40 inches for 6 months in most years. During dry periods, the water table recedes below 40 inches.

NATURAL COMMUNITIES

Overall, the Preserve is best described as a mosaic of fire-dependent, pine-dominated flatwoods, interspersed with depression and basin wetlands. The property has a long history of human disturbance, currently evident in the silvicultural beds, windrows, and densely planted pine plantations.

The natural communities within Phifer Flatwoods Preserve shall be managed to ensure their long-term viability. Restoration or enhancement of previously disturbed communities will be implemented where feasible. As management progresses, the delineation of the natural communities will be further refined.

Based upon current vegetation, topographic and soil characteristics, and referencing habitat classifications published by the Florida Natural Areas Inventory (1990), ACF staff identified seven natural community types within Phifer Flatwoods Preserve (Exhibit E, Table 1). The natural communities are briefly described below.

Upland Mixed Forest

Upland hardwood forest covers approximately 11 acres of the Preserve, near the eastern boundary adjacent to Little Lochloosa Creek, and ranges in quality from fair to good. Species present include live oak, magnolia, sweetgum, hackberry, pignut hickory, redbay, and loblolly pine underlain by beauty berry, deer berry, huckleberry, cinnamon fern, and a variety of forbs.

Mesic Flatwoods

Mesic flatwoods is the dominant natural community type within Phifer Flatwoods Preserve covering approximately 458 acres. Most of this community type has been bedded and planted with slash pine; however runner oak, deer berry, silkgrass, and blazing star still occur in the understory. Most of the pine plantation units are in fair to poor condition. The pine density and presence of native groundcover is improved in the certain areas which were thinned by past land managers, however they are still considered to be only in fair condition, owing to the presence of beds and windrows, and the absence of many desirable flatwoods species. Exotic plants including camphor tree, mimosa tree, air potato, coral ardisia, Chinese tallow tree, Chinaberry, Japanese climbing fern, Japanese honeysuckle, tropical soda apple, and cogongrass are sporadically present within the mesic flatwoods, primarily along the edges or in areas subjected to past ground disturbance.

The mesic flatwoods communities within the Preserve will be restored through the use of prescribed fire, exotic plant control, natural regeneration, direct seeding with appropriate understory and ground cover plants, planting longleaf pines and understory species as necessary on approximately 75 acres, and periodic thinning of the plantations. All proceeds from the thinning of pines will be used for resource management activities on Phifer Flatwoods Preserve.

Wet Flatwoods

There are approximately 13 acres of wet flatwoods in Phifer Flatwoods Preserve. In some areas, the wet flatwoods were double-bedded for slash pine production. The overstory is currently dominated by slash pine, water oak and tupelo, with a dense midstory of saw palmetto and fetterbush. In addition to broomsedge, redroot and sphagnum, groundcover species such as pitcher plants, butterworts, hatpins and meadow beauty are persistent in spite of past ground disturbance.

The wet flatwoods within the Preserve will be restored through the use of prescribed fire, exotic plant control as needed, natural regeneration, and periodic thinning of the planted pines.

Basin Marsh

Approximately 5 acres of basin marsh community occur within or adjacent to flatwoods and basin swamp communities in Phifer Flatwoods. These areas are largely undisturbed and considered in good condition, containing open water, floating islands, and abundant emergent aquatic plants. Species present in the basin marsh communities include spatterdock, button bush, Virginia willow and red maple.

The basin marshes within the Preserve will be restored through the use of prescribed fire, exotic plant control as needed, natural regeneration, and planting of native vegetation.

Basin Swamp

Phifer Flatwoods Preserve contains three distinct areas of basin swamp community comprising approximately 122 acres. Most of this community type has been impacted to some degree by past silvicultural practices within the present-day boundaries of the Preserve. The largest area of this community type is dominated by mature pond cypress, black gum, dog hobble, and fetterbush, with slash pine and pond pine on the higher edges. This area was part of a larger swamp system bisected by State Road 20. In spite of the road construction and the impacts associated with bedding the adjacent pine forests, this natural community is in good to very good condition, providing a breathtaking visual example of a typical basin swamp community. Because of fire exclusion and silvicultural practices, the edges of this swamp are densely vegetated with shrub species, creating a nearly impenetrable ecotone. Prescribed fire should be applied to the adjacent flatwoods when this swamp contains water, and the fire should be allowed to burn into the edges of the swamp to help restore its natural ecotone.

The two other areas within the Preserve classified as basin swamp are in fair to poor condition, owing to deep rutting and ditching associated with past land management practices. In these areas, pond cypress occurs as a less dominant canopy species along with red maple, slash pine, swamp bay, loblolly bay, and sweetbay magnolia. Dense midstory vegetation consists of fetterbush, titi, dog hobble, poison ivy and catbrier, with patchy areas of ferns and sedges in more open areas.

Depression Marsh

Several isolated depression marshes are scattered throughout the Preserve, collectively covering approximately 13 acres in land area. These areas are edged with dahoon holly, red maple, buttonbush, fetterbush, dog hobble, and gallberry, with dense groundcover consisting of Virginia chain fern, netted chain fern, softrush, sphagnum moss, and occasional patches of hooded pitcherplants.

The depression marsh communities within the Preserve will be restored through the use of prescribed fire, exotic plant control as needed, natural regeneration, and planting of native vegetation.

Blackwater Stream

A short reach of Little Lochloosa Creek, a tributary of Lake Lochloosa, crosses the Preserve near the eastern boundary. A portion of the natural streambed has been channelized. Restoration of the channelized portion of the creek will be considered in future management.

Phifer Flatwoods Preserve Natural Communities						
Community type	Acres	% of Area	Quality	FNAI Ranking		
Upland Mixed Forest	16	3	Good	S4		
Mesic Flatwoods	462	72	Good-Poor	S4		
Wet Flatwoods	13	2	Good-Poor	S4?		
Basin Marsh	5	<1	Good	S 3		
Basin Swamp	122	19	Fair	S4?		
Depression Marsh	13	2	Good	S 3		
Blackwater Stream	<1	<1	Fair-Poor	S2		
Other (CR2082)	4	<1				

Table 1. A summary of natural communities, acreages, condition and community rarity withinthe Phifer Flatwoods Preserve. Classification follows FNAI except where noted.

INVASIVE EXOTIC PLANTS

Eleven exotic plants designated as Florida Exotic Pest Plant Council (FLEPPC) Category I or II Species, are currently known to occur within Phifer Flatwoods Preserve (see Table 2 and Exhibit F). To date, dense infestations have been observed in four locations within the Preserve, with sporadic occurrences of individual plants or small patches noted throughout. The dense infestations are located near road edges or in areas of past ground disturbance. Most of the species are dispersed by animals and wind, or have been discarded on the property by humans.

Invasive exotic plants are known to alter native plant communities by displacing native species, changing community structure or ecological functions. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species has been implemented within the Preserve. The objective of this program is to eliminate invasive exotic plant infestations and maintain a diverse cover of native vegetation. This will be accomplished through an integrated pest management program that includes physical removal, chemical control, bio-control as applicable and public education. Control techniques for invasive exotic plants will follow accepted control technologies, and treatment sites will be monitored on a yearly or more frequent interval to evaluate control methods.

ACF staff performed initial invasive plant surveys on Phifer Flatwoods as part of the preacquisition evaluation and to assist with the development of the management plan. An exotic species database is being developed to track and document infested areas, treatment, and followup activities on all ACF preserves.

The most problematic exotic plant species within Phifer Flatwoods are air potato and cogongrass. Control of the air potato population began in 2007, with the treatment of approximately four acres. Treatment of the cogongrass infestation will begin in 2008.

Japanese honeysuckle, Chinese tallow tree, Chinaberry, coral ardisia, camphor tree, tropical soda apple, and Japanese Climbing fern also occur within Phifer Flatwoods. These species were initially treated in 2007, concurrent with the initial air potato treatments.

Scattered mimosa trees occur within the pine plantation surrounding the White Construction out parcel. These will be treated in the first year of active management, with follow up treatments as necessary to prevent reinfestation.

Fairly dense patches of camphor trees and coral ardisia are growing under and among a mature live oak canopy along the south boundary, along the fence line of the Plum Creek Timber field office facilities. These infested areas will be treated gradually and with care to avoid adverse impacts to the live oak canopy in this area.

Alligator weed occurs in scattered dense patches in the wetter areas of the roadside swale on State Road 20. In some locations, these areas are in close proximity to isolated depression marsh communities on the Preserve boundary. Control treatments will be applied where this weed is impacting the Preserve's marsh communities.

Invasive Exotic Plant Strategies

- Continue and expand treatment of invasive plant infestations using appropriate techniques.
- Monitor treated sites and institute a follow-up treatment program.
- > Develop an exotic species database for property.

Phifer Flatwoods Preserve Exotic Plants					
Common Name	Latin Name	FLEPPC Category	Abundance and Frequency Observed		
Mimosa	Albizia julibrissin	Ι	scattered individuals		
Alligator weed	Alternanthera philoxeroides	II	infrequent dense patches		
Coral ardisia	Ardisia crenata	Ι	infrequent dense patches		
Camphor tree	Cinnamomum camphora	Ι	infrequent dense patches		
Air potato	Dioscorea bulbifera	Ι	infrequent dense patches		
Cogongrass	Imperata cylindrica	Ι	individual dense patch		
Japanese honeysuckle	Lonicera japonica	Ι	several dense patches		
Japanese climbing fern	Lygodium japonicum	Ι	scattered small patches		
Chinaberry	Melia azedarach	II	scattered individuals		
Tropical soda apple	Solanum viarum	Ι	scattered individuals		
Chinese tallow tree	Triadica sebifera	Ι	scattered individuals		

Table 2. Invasive exotic plants occurring at Phifer Flatwoods Preserve.

FERAL ANIMAL PROGRAM

To date, no feral animals have been observed on the property. Given the Preserve's proximity to urban areas, it is likely that hogs and domestic dogs and cats may be found there periodically. The presence of these species is of concern because of their potential to cause a variety of negative ecological impacts through habitat degradation, predation on native species, and competition with native species. Staff will continually monitor the Preserve for the presence feral animal species. If feral animals are discovered on the property, appropriate control measures will be taken to humanely remove them.

Feral Animal Program Strategies

Monitor and remove feral animal species.

NATURAL COMMUNITY RESTORATION

Approximately 498 acres within Phifer Flatwoods Preserve are identified for varying levels of ecological restoration or enhancement. This includes adaptive restoration of nearly 418 acres of pine forests, and native vegetation replanting on approximately 75 acres of uplands and 5 acres of wetlands. General strategies for restoring the ecological function of these natural communities are briefly outlined below. These strategies provide logical, initial steps for the long-term restoration of the biological structure and function of the target areas. The strategies will be assessed and refined as needed during the restoration process to achieve long-term restoration success.

Adaptive Restoration of Pine-dominated Forests (mesic and wet flatwoods)

Nearly all of the pine forests within the Preserve have been degraded by past silvicultural practices, including bedding, fire suppression and high-density plantings. The long-term restoration goal for these areas is to convert low-diversity pine plantations to more natural stands of uneven aged slash and longleaf pine with native groundcover. Restoration will be implemented in phases over a period of several years, using a combination of invasive plant control, thinning of the pine overstory, introduction of prescribed fire, planting of wiregrass and other native groundcover, and planting of longleaf pine trees. Revenue generated from thinning operations will be used to fund some of these restoration activities.

Pine Forest Restoration Strategies

- Control invasive species.
- Develop long-term timber thinning projects.
- ➤ Implement a prescribed fire schedule.
- Plant native groundcover and longleaf pine on approximately 75 acres of mesic flatwoods.
- Revise plan as necessary to meet restoration goals.

Restoration of Basin and Depression Marshes

Past timber management allowed bedding and planting of the flatwoods-wetland ecotones and many of the smaller, isolated marsh communities within the Preserve. Removal of planted and offsite pines, and reestablishment of native tree and groundcover species are long-term restoration goals for these areas. Restoration will be implemented in phases over a period of several years, using a combination of prescribed fire and planting of native marsh vegetation. Each of these areas must be evaluated individually to determine the need for topographic restoration of the bedded soils prior to planting.

Basin and Depression Marsh Restoration Strategies

- > Monitor for and control invasive species as needed.
- ➢ Implement a prescribed fire schedule.
- Investigate hydrologic impacts of bedded areas—determine need for removal of the beds.
- Plant native marsh species on approximately 5 acres.
- Revise plan as necessary to meet restoration goals.

WILDFIRE AND PRESCRIBED FIRE MANAGEMENT

The use of prescribed fire is a key management tool for the restoration and maintenance of natural communities found within Phifer Flatwoods Preserve. In addition to helping maintain fire-dependent ecosystems, when applied appropriately prescribed fire improves habitat for wildlife, promotes the preservation of endangered plant and animal species, and reduces fuel accumulations.

In Florida, natural communities have evolved with and are adapted to landscape fires. Each natural community type is adapted to fairly specific, although irregular, fire return intervals. Seasonal occurrence, fire intensity and severity, and fire effects on the crowns of trees or shrubs all help determine the physical and biological structure of a natural community. There are wide differences between natural communities in their adaptations to fire—some are maintained by frequent, low intensity fires (such as sandhill and flatwoods) whereas others are perpetuated by infrequent, high-intensity stand-replacing fires (such as sand pine scrub).

A detailed prescribed fire management plan will be developed in cooperation with Alachua County Fire Rescue Wildfire Mitigation Team (ACFR) and coordinated with the Florida Division of Forestry (FDOF). The plan will incorporate the desired fire frequencies and seasons for the Preserve's fire-dependant communities, the fuel types and loads within the target areas, the installation of new fire breaks, the maintenance of existing man-made fire breaks, and smoke management requirements for the property. The plan will delineate individual burn management zones, and management objectives for each burn zone.

In addition to the application of prescribed fire, consideration will be given to alternative methods for fuels reduction, including but not limited to timber thinning, mowing, and roller chopping.

Prescribed Fire Management Goals:

- Establish internal fire management units and boundary fire breaks.
- Determine the appropriate fire frequencies and seasons for each target area.
- Apply fire management techniques within the fire-dependant communities to re-establish appropriate fire regimes.
- Maintain and or enhance biological diversity.
- Maintain and or enhance habitat for threatened and endangered species.
- Reduce fire hazards by managing fuel loads with prescribed fire or alternative methods.
- Develop an outreach program to inform Preserve neighbors about the benefits of prescribed fire and its importance to the successful management of the Preserve.

A comprehensive wildfire plan will also be developed in cooperation with ACFR and FDOF. The primary goal of the plan is to develop a management strategy outlining the most desirable response to wildfires on the property, the locations for existing pre-suppression fire breaks, natural fire breaks, known hazardous operation areas, fuel conditions, and desired mitigation practices to reduce the risks of destructive wildfires.

Prescribed Burn Program Strategies

> Establish and maintain internal fire management units and boundary fire breaks.

- Develop prescribed burn and wildfire management plans for Phifer Flatwoods Preserve.
- > Implement wildfire and prescribed fire management plans.
- Continue to participate in the North Central Florida Prescribed Fire Working Group.
- Educate neighbors and visitors about the natural role of fire in Florida wildlands.

LISTED SPECIES PROTECTION

Listed Plant Species

Currently, two plant species listed as Threatened by the State of Florida are known to occur within Phifer Flatwoods Preserve. The hooded pitcher plant (*Sarracenia minor*) and southern lady fern (*Athyrium filix-femina*) were observed during pre-acquisition site visits. In addition, royal fern and cinnamon fern (*Osmunda regalis* and *O. cinnamomea*), both listed as Commercially Exploited by the State, are also documented for the Preserve. Further inventory of the Preserve is likely to reveal additional listed species present.

Protecting populations of listed species is a primary management concern. To accomplish this, staff will continue to survey the Preserve for listed species and manage their natural communities appropriately. Observations of FNAI tracked species will be reported to FNAI using the Field Reporting Form, Exhibit G. Management activities to protect listed species will include invasive species control, prescribed fire where appropriate, minimizing human impacts, and future restoration of disturbed areas. Management activities will be analyzed to determine potential impacts on listed species (i.e. location of trails and physical improvements, timing of prescribed burns, timber harvests and planting).

Listed Animal Species

Thirteen listed animal species have been observed utilizing habitats within Phifer Flatwoods Preserve, including bald eagle (*Haliaeetus leucocephalus*), Florida sandhill crane (*Grus canadensis pratensis*), tri-colored heron (*Egretta tricolor*), wood stork (*Mycteria americana*), and gopher tortoise (*Gopherus polyphemus*) (see Table 4). Other listed species may utilize the Preserve's habitats, as indicated by the property's proximity to other preservation areas, and its diverse upland and wetland habitats. The Preserve includes one area classified as Strategic Habitat Conservation Area for wading birds as designated by the Florida Fish and Wildlife Conservation Commission. All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species (see Table 4 and Exhibit I).

The Preserve shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or potentially utilize the project site. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species occurrences within the Preserve.

Table 4 . Listed and tracked species observed in Phifer Flatwoods and species that are likely to
utilize the site.

Phifer Flatwoods Preserve Listed Wildlife					
Common Name	Scientific Name	Endemic/ Large home range	Fed/ State Status	FCREPA/ FNAI Designation	Record
Birds					
Bald Eagle	Haliaeetus leucocephalus	-/L	-/T	T/S3	O, K, F, SM
FL sandhill crane	Grus canadensis pratensis	X/L	-/T	T/S2S3	O, K, F, SM
Great egret	Ardea alba	-/-	-/SSC	SSC/S4	O, SM
Little blue heron	Egretta caerulea	-/-	-/SSC	SSC/S4	O, F, SM
Osprey	Pandion haliaetus	-/-	-/-	T/S3S4	O, SM
Snowy egret	Egretta thula	-/-	-/SSC	SSC/S3	O, K, F, SM
Tri-colored heron	Egretta tricolor	-/-	-/SSC	SSC/S4	O, K, F, SM
White ibis	Eudocimus albus	-/-	-/SSC	SSC/S4	0
Wild turkey	Meleagris gallopavo	-/L	-/-	-/-	0, F
Wood stork	Mycteria americana	-/-	E/E	E/S2	O, K, F, SM
Reptiles					
Alligator	Alligator mississippiensis	-/-	(T)/SSC	-/S4	K, F
E. diamondback rattlesnake	Crotalus adamanteus	-/-	-/-	-/S3	0, F
E. indigo snake	Drymarchon corais couperi	-/-	T/T	SSC/S3	K, F, SM
Gopher tortoise	Gopherus polyphemus	-/-	-/T	T/S3	O, F, SM
Short-tailed snake	Stilosoma extenuatum	-/-	-/T	T/S3	F, SM
Spotted turtle	Clemmys guttata	-/-	-/-	R/S3?	F, SM
Amphibians					
E. tiger salamander	Ambystoma tigrinum tigrinum	-/-	-/-	-/S3	F, SM
Florida gopher frog	Rana capito aesopus	X/-	-/SSC	-/S3	0
Striped newt	Notophthalmus perstriatus	-/-	-/-	-/S2S3	F, SM
Mammals					
Florida black bear	Ursus americanus floridanus	X/L	-/T	T/S2	F, SM
Round-tailed muskrat	Neofiber alleni nigrescens	-/-	-/-	SSC/S3	F, SM
Sherman's fox squirrel	Sciurus niger shermani	-/-	-/SSC	T/S3	F, SM

FCREPA= Florida Committee on Rare and Endangered Plants and Animals, **X**=Endemic, **L**=Large Home Range designation in the Florida Fish & Wildlife Conservation Commission in the Closing the Gap study (1994, pg 19), **E**= Endangered, **T**=Threatened, **SSC**= Species of Special Concern, **SU**= Status Unknown, **R**= Rare, **O**=observed by Alachua Co. EPD staff and/or an LCB subcommittee member, **K**=documented through KBN Study (1996), **F**=documented by the Florida Fish & Wildlife Conservation Commission in the Closing the Gap study (1994), **SM**=documented as potential habitat by the Fish and Wildlife Conservation Commission's Species Models (2002)

Listed Species Strategies

- Report listed and tracked species occurrence data to FNAI using the appropriate Field Reporting Form (Exhibit G).
- > Coordinate review of management plan with FWC.
- Survey Phifer Flatwoods Preserve for listed species and document population locations and habitats.

INVENTORY OF BIOTA AND NATURAL COMMUNITIES

Surveys of flora, fauna and natural communities within Phifer Flatwoods Preserve are ongoing, and species lists are continually updated (see Exhibits H and I). Tracked and listed species observed within the Preserve will be reported to FNAI using the data forms provided (Exhibit H). Surveys conducted by volunteer plant and wildlife experts will be encouraged through educational events on the property, including research projects, organized seasonal bird counts, and fieldtrips conducted by local natural history organizations such as the Florida Native Plant Society.

Photomonitoring is the primary method of tracking natural community changes that result from management and restoration activities. Site-specific baseline photographs will be made prior to initiating major management activities. Photopoints will be established and monitored on an annual basis, or as needed. Photopoint monitoring locations and data will be recorded in a database which is linked to a Geographic Information System (GIS) where changes will be documented.

Inventory Strategies

- > Survey flora, fauna and natural communities.
- Encourage surveys by volunteer plant and wildlife experts and local natural history organizations.
- Establish baseline photo data and photopoints, and monitor annually or as needed.
- > Develop GIS database for tracking monitoring activities.

CULTURAL RESOURCES

Phifer Flatwoods Preserve protects one Florida Master Site File (FMSF) location which is considered to be historically significant at the local level. The Preserve is also in close proximity to the historic Scott-Phifer house location, once owned and inhabited by the Phifer family, who owned a turpentine operation on lands included within the present-day Preserve boundary. In addition, the Preserve is adjacent to the Atlantic Coastline Railroad site, which documents the historic railway connecting Gainesville and Hawthorne.

Protection of known and undiscovered cultural resources within the Preserve is a management priority. In general, the following protection measures will be followed, in coordinated effort with the Department of State, Division of Historical Resources (DHR):

- 1. Cultural resources within the Preserve will be protected pursuant to Alachua County Code Chapter 116 Sections 1-9 and Florida Statutes Chapter 267, specifically Sections 267.061 2(a) and (b).
- 2. Collection of artifacts or the disturbance of archaeological or historical sites, including for research purposes, is prohibited unless prior authorization has been obtained from the County and DHR.
- 3. Staff will maintain records and maps of all known cultural sites on the property, such that management staff has access to information about sites. Locations of known sites will not be identified on public maps of the property.
- 4. Staff will monitor known sites for disturbance annually, or more frequently if warranted.
- 5. Archeological testing shall be preformed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archeological sites or identified site areas shall be closely coordinated with DHR in order to prevent the disturbance of significant sites.
- 6. Newly discovered sites will be documented and recorded in the Florida Master Site File.

Cultural Resource Protection Strategies

- > Identify locations of cultural resources on the property.
- Monitor cultural resource sites annually, or as needed, for signs of disturbance.

- Survey areas for cultural or historical resources before any ground disturbing activities occur.
- > Document newly discovered sites in the Florida Master Site File.

IV. FOREST RESOURCES

Controlling or manipulating the overstory in pine forests is an important tool in the maintenance or restoration of natural community structure. The density of the overstory influences the health and diversity of understory species. If the overstory becomes too dense, both the overstory and understory species begin to suffer. In cases where the overstory remains crowded for long periods, desirable understory plant species begin to disappear. Often seeds of these plants will remain dormant in the soil. Thinning individual trees from an overcrowded stand allows more light, moisture and nutrients to be available for groundcover plants. This often allows dormant plants to reoccupy their former sites, thereby restoring a more natural state and condition to the forest floor.

Most of the pine forests on Phifer Flatwoods Preserve have been managed for timber production for several decades. Existing timber stands on the property are of varying age, composition, density and merchantability. In an effort to restore, enhance and preserve the ecological values of the pine forests in Phifer Flatwoods, future forest management will focus on converting the remaining pine plantations to uneven-aged, open pine forests with a diverse, native understory. Restoration will occur in phases over a period of many years, and will utilize forest thinning, invasive species control, application of prescribed fire, and planting of native tree and groundcover species. Revenue generated from forest management within Phifer Flatwoods Preserve will be used to fund restoration activities in the Preserve.

Forest Management Strategies

Develop and implement a forest management plan that focuses on the restoration and management of the pine forests within the Preserve.

V. SITE DEVELOPMENT AND IMPROVEMENT

ACKNOWLEDGEMENT SIGN

Kiosks and signs will be constructed and maintained at the entrance areas of Phifer Flatwoods Preserve. A sign acknowledging that the Preserve was purchased with funds from the Florida Communities Trust Program and Alachua County will be incorporated as part of the large interpretive kiosk installed at the primary trailhead. The overall sign will be at least 3' x 4' in size and will include the Alachua County and FCT logos and the year Phifer Flatwoods Preserve was acquired. If feasible, the sign will be manufactured with recycled materials.

Acknowledgement Sign Strategies

> Design, fabricate and install a sign acknowledging FCT.

EXISTING PHYSICAL IMPROVEMENTS

Existing physical improvements in Phifer Flatwoods Preserve include approximately four miles of unpaved forest roads, 13 gates, and some boundary fencing in good condition. The existing system of roads in the Preserve will be maintained and used for multi-use hiking/biking trails, firebreaks, and authorized vehicular access. Gates and fencing will be maintained as necessary to secure the site.

In addition to the internal operational roads described above, a large section of County Road 2082 lies within the Preserve, just inside the south boundary and west of County Road 325. This is an unpaved graded road maintained by the Alachua County Public Works Department. County Road 325 extends south from State Road 20, bisecting the Preserve; however, this road is not within the boundaries of the Preserve.

Existing Physical Improvement Strategies

- Maintain existing internal roads.
- Maintain gates and fencing.

PROPOSED PHYSICAL IMPROVEMENTS

Proposed physical improvements for Phifer Flatwoods Preserve include additional firebreaks to enhance fire management, nature trails entering the Preserve from the Gainesville-Hawthorne State Trail, and the construction of recreational amenities including a geo-cache course, a bench-swing, stationary benches, a bicycle rack, and an interpretive kiosk and sign system. Approximate locations of the proposed amenities are illustrated in Exhibit J, with the exception of the geo-cache course stations, which will not be published. All proposed amenities will be constructed as funding is available.

The multi-use trails will vary in length, thus providing a rewarding outdoor nature experience for different levels of enthusiasts. Loop trails will be developed where feasible, and to the greatest extent possible trails will follow existing pathways. Trail heads will be developed at trail access points (see Exhibit J).

If the White Construction tract is acquired, an area overlooking White Pond will be developed into a trailside destination point featuring a scenic observation platform for viewing wildlife on the pond and its marsh. In addition, a grass tetherball court is planned for the White Pond tract, if it is acquired.

Additional observation platforms are planned for locations along each of the trails, each offering a unique habitat and wildlife viewing experience. Construction of observation platforms will be subject to the availability of funds and the ability to obtain required permits.

Site development will be designed to ensure protection, restoration, and preservation of the natural communities and listed species. All facilities will be situated to blend with surroundings and developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

Trash receptacles are not anticipated for the Preserve, as visitors will be encouraged to pack out their trash by appropriate signage. If unwanted disposal of trash by visitors becomes a management issue, trash receptacles or other methods of trash control will be considered.

A review of all proposed development sites shall be sought from DHR prior to the commencement of proposed development activities in that area. Development will be sited to the greatest extent possible to avoid known archaeological sites.

Improvement Strategies

- > Construct trailheads and open, mark and maintain existing trails.
- > Design, permit, and construct wildlife observation platforms.
- Construct a geo-cache course, a bench-swing, stationary benches and a bicycle rack.
- > Design, fabricate and install interpretive exhibits.
- > Investigate alternative construction opportunities (i.e. Scouts, community service).

WETLAND BUFFER

A 100-foot buffer will be provided between any wetlands and major facilities, except wildlife observation platforms and boardwalks.

PARKING

An informal grass parking area, currently utilized by Gainesville-Hawthorne Trail users, is located within the Preserve boundary, at the southwest corner of the intersection of County Road 325 and CR 2082. A more convenient parking area, which does not require visitors to cross County Road 2082, is proposed for the southwest corner of the Preserve, as funding permits (see Exhibit J).

STORMWATER FACILITIES

Stormwater facilities are not anticipated for the Preserve. Should stormwater facilities be deemed necessary for future site development, they will be designed with shallow slopes and provide recreational open space or wildlife habitat in a park-like setting, and will not be fenced.

HAZARD MITIGATION

Policy 5.6.8 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan directs the County to implement a fuels management program to eliminate or minimize wildfire hazards. The implementation of prescribed fire at Phifer Flatwoods Preserve will further this directive, and the directives in the Local Mitigation Strategy (approved by Florida Department of Community Affairs and FEMA in 2004) by mitigating wildfire hazards in the wildland/urban interface.

EDUCATION SIGNS

Interpretive signage will be provided to educate visitors about the natural environment of the Preserve and the cultural and ecological significance of the general area. Signs/kiosks will be placed along designated trails at points of interest. Staff will investigate grant opportunities for funding the interpretive signs.

Educational Signs Strategies

- > Design, fabricate and install interpretive signage and kiosks.
- > Investigate funding opportunities for interpretive materials.

PERMITS

Alachua County Forever has identified a number of potential permits for proposed development and restoration work. These include:

- General building permit from Alachua County for construction of the scenic overlook.
- Development order issued by the Alachua County Development Review Committee for any activities not specifically exempted by the Unified Land Development Code.
- Noticed General Environmental Resources Permit issued by the St. Johns River Water Management District in conjunction with the Florida Department of Environmental Protection for wetland restoration activities.
- Nationwide Permit 27 for wetland restoration activities issued by the U.S Army Corps of Engineers.

As part of the FCT grant conditions, and to ensure that other requirements are not missed, ACF staff will also contact the following agencies prior to initiating any site development activities:

- Florida Fish and Wildlife Conservation Commission.
- Florida Department of Environmental Protection.
- Florida Department of State, Division of Historic Resources.

Permit Strategies

Apply for required permits prior to initiating physical improvements and restoration activities.

EASEMENTS, CONCESSIONS, AND LEASES

There are no concessions or leases on Phifer Flatwoods Preserve, nor are there any proposed for the property. There is one easement on the property—an ingress/egress easement extends from SR 20 to the White Construction Property, approximately 600 feet long by 50 feet wide. In addition, a portion of County Road 2082 lies within the Preserve boundary, west of County Road 325.

Alachua County will provide FCT with 60-days written notice and information regarding lease of any interest, the operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public, and no document will be executed without the prior written approval of FCT. Research and collecting permits may be issued by ACF for scientific research.

VI. MANAGEMENT NEEDS

COOPERATIVE MANAGEMENT

Alachua County will communicate with land managers of adjacent and nearby public lands—the Gainesville Hawthorne State Trail, Lochloosa Wildlife Conservation Area, Alachua Conservation Trust's Prairie Creek Preserve, and Paynes Prairie Preserve State Park—to avoid conflicting management activities, and to improve effective management of the Preserve within the larger ecological corridor.

Cooperative Management Strategies

- > Communicate with land managers of adjacent public lands.
- Cooperate with Paynes Prairie Preserve State Park regarding common maintenance issues.

GREENWAYS

Phifer Flatwoods Preserve lies within the Lochloosa Flatwoods Additions Strategic Ecosystem, identified in the Alachua County Ecological Inventory Project (KBN 1996). The Preserve also lies within a Priority 3 Linkage in the Florida Ecological Greenways Network (Exhibit K). The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection's Office of Greenways and Trails. GIS data on land use and significant ecological areas were integrated in a process that identified a statewide Ecological Greenways Network containing all of the largest areas of ecological and natural resource significance and the landscape linkages necessary to link these areas together in one functional statewide network (Hoctor et al. 2002).

Phifer Flatwoods is also an important component in completing the Gainesville – Hawthorne connection within the County's designated Emerald Necklace greenway system (Exhibit L). The Alachua County Emerald Necklace Land Conservation Initiative seeks to create a publicly accessible, connected, and protected network of trails, greenways, open spaces, and waterfronts surrounding the Gainesville urban area. The Emerald Necklace Conservation Initiative is composed of large public conservation areas that are imperative to the protection of Alachua County's natural resources and smaller tracts of lands with high conservation value that provide linkages between existing large conservation lands as well as linking natural areas to urban centers. Public lands in the Emerald Necklace include Paynes Prairie State Preserve, Lochloosa Wildlife Conservation Area, San Felasco Hammock, Murphree Wellfield Conservation Area, Balu Forest, and Austin Cary Memorial Forest. The Emerald Necklace is one of Alachua County's legislative priorities; the County is continuing to acquire significant tracts throughout the Necklace to create new and enhanced greenways and recreational trail systems as part of a municipal defining greenbelt.

Phifer Flatwoods adjoins the Gainesville-Hawthorne State Trail and Lochloosa Wildlife Management Area to the south, which in turn adjoins Paynes Prairie Preserve State Park to the west, comprising over 48,000 acres of contiguous conservation lands.

OPTIMUM BOUNDARY

Alachua County Forever is currently seeking negotiations with the White Construction Company, Inc. to acquire a parcel within Phifer Flatwoods Preserve. Acquisition of this parcel would greatly enhance the management of Phifer Flatwoods by removing an inholding, and by providing an alternative point of access to the Preserve, a unique water feature for Preserve visitors and wildlife to enjoy, and an important water resource for prescribed fire management on the site. Refer to Exhibit M for the Optimum Boundary map.

PUBLIC INVOLVEMENT

Public involvement and local government participation was sought in the development of the Phifer Flatwoods Preserve Management Plan through a noticed public meeting and public review period for the draft management plan. See Exhibit N for the Alachua County Forever Phifer Flatwoods Preserve Management Planning Meeting Minutes and the Summary of Comments Received.

MAINTENANCE

Alachua County Forever will coordinate maintenance activities through County staff, volunteers and contractors. Maintenance activities include solid waste removal, maintenance of firebreaks, trails, fences, gates, locks, and signs.

Maintenance Strategies

- Conduct maintenance activities using County staff, volunteers, contractors, and partners as possible.
- Remove solid waste.
- Maintain (mow, trim, clear, mark) firebreaks and trails.
- Maintain fences, gates, locks, and signs.

SECURITY

Alachua County Forever staff will cooperate with Alachua County Sheriff's Office (ASO), Florida Fish and Wildlife Conservation Commission (FWC), contractors, volunteers, and neighbors on any security issues that may arise.

Unauthorized access will be evaluated as it occurs, and appropriate measures to discourage it will be implemented. These may include additional or more secure fencing or gates, placement of boulders or bollards and additional security patrols. Informational and regulatory signage will be posted on the site. Design and placement of these signs will be coordinated with the Alachua County Sheriff's Office (ASO) and FWC law enforcement staff.

Security Strategies

- Provide regular security patrols.
- > Fabricate and install informational and regulatory signage.

STAFFING

Alachua County Forever staff will coordinate the management of Phifer Flatwoods Preserve, with assistance from other County departments, contractors, and volunteers.

VII. MONITORING AND REPORTING

Alachua County Forever staff will prepare an Annual Stewardship Report on or before July 31st of each year. This report will evaluate the prior year's progress in the implementation of the Management Plan.

Any proposed modification to the Management Plan and/or undertaking any site alterations or physical improvements that are not addressed in the Phifer Flatwoods Preserve Approved Management Plan requires prior FCT review and approval.

VII. REFERENCES

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VIII. MANAGEMENT PLAN IMPLEMENTATION CHART

	Funding	Potential
	Source	Cooperators
aff time	ACF	ACGMD
aff time	ACF	ACGMD
aff time	ACF	Volunteers, FNPS, ACT
aff time	ACF	Volunteers, FNPS, ACT
aff time	ACF	FNAI
aff time	ACF	
aff time	ACF	
aff time	ACF	FNAI
aff time 1,000/yr	ACF/Grants	WRIP, BIPM, volunteers, contractors
aff time	ACF	
aff time	ACF	TNC(WIMS)
BD	ACF/Grants	FDEP, FDOF, SJRWMD, FNPS, UF, Volunteers
aff time	ACF	SJRWMD, ACOE, FDEP, ACEPD
aff time	ACF	
aff time	ACF/Grants	
aff time	ACF	
aff time	ACF	ACFRD, FDOF
aff time	ACF	Working Group members
800 aff time	ACF	ACFRD, FDOF

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Task	Target Date	Cost	Funding Source	Potential Cooperators
Maintain (mow or rework) fire breaks.	Ongoing	\$1000/yr	ACF	ACFRD, FDOF
Educate neighbors and visitors about the natural role of fires in Florida wildlands.	Ongoing	Staff time	ACF	ACFRD, FDOF
<u>Feral Animals</u>				
Monitor and remove feral animal species.	Ongoing	Staff time	ACF	ACAS, USDA, or Licensee
Cultural Resource Protection				
Identify locations of listed cultural resources on the property.	05/2008	Staff time	ACF	DHR, ACHC
Monitor cultural resource sites annually, or as needed, for signs of disturbance.	Ongoing	Staff time	ACF	
Document newly discovered sites in the Florida Master Site File.	As needed	Staff time	ACF	DHR
Survey areas for cultural or historical resources before any ground disturbing activities occur.	As needed	TBD	ACF	DHR, Contractor
Forest Resources				
Develop and implement a forest management plan that focuses on the restoration and management of the pine forests within the Preserve.	06/2009	Staff time	ACF	ACFRD, FDOF
Site Development & Improvement				
Purchase and install entrance sign.	06/2008	\$1,500	ACF	Contractor, Volunteers
Purchase and install kiosks (one medium, two half-size) at three trailheads.	06/2008	\$3,320	ACF	Contractor, Volunteers
Design, fabricate and install a sign acknowledging FCT.	06/2008	\$200	ACF	Contractor, Volunteers
Mark existing trails.	06/2008	\$200 Staff time	ACF	Volunteers
Design, permit, and construct wildlife observation platforms.	06/2009	TBD	ACF/Grants	Contractor, ACPW
Design, fabricate and install interpretive exhibits.	06/2008, Ongoing	\$1,200 Staff time	ACF	Contractor
Construct stationary benches, swing-bench, bicycle rack and geocache course.	06/2008, Ongoing	\$750 Staff time	ACF	ACT, Volunteers
Construct tetherball court on White Construction parcel, if acquired.	08/2009	\$150 Staff time	ACF	ACT, Volunteers
Apply for required permits prior to initiating physical improvements and restoration activities.	As needed	\$500 Staff time	ACF	ACGMD, SJRWMD, ACOE
Management Needs				
Communicate with land managers of adjacent public lands.	Ongoing	Staff time		FFWCC, FDEP, ACT
<u>Maintenance</u>				
Conduct maintenance activities using County staff, volunteers, contractors, and partners as possible.	Ongoing	TBD	ACF	Volunteers, Contractors
Maintain (mow, trim, clear) existing roads and trails.	Ongoing	\$1,500/yr Staff time	ACF	ACFRD, Volunteers

Draft Management Plan 06/09/2008

Task	Target Date	Cost	Funding Source	Potential Cooperators
Remove solid waste from Preserve.	06/2008 Ongoing	\$500 Staff time	ACF	Volunteers, Contractors
Cooperate with Paynes Prairie Preserve State Park regarding common maintenance issues.	Ongoing	Staff time		FDEP
Security				
Provide regular security patrols.	Ongoing	Staff time		Volunteers, FFWCC, ACSO, FDEP
Fabricate and install informational & regulatory signage.	12/2008	\$1,000	ACF	Volunteers, Public Works, community service, contractors

ACAS Alachua County Animal Services

ACEPD Alachua County Environmental Protection Department

ACF Alachua County Forever

ACFRD Alachua County Fire Rescue Department

ACGMD Alachua County Growth Management Department

ACHC Alachua County Historical Commission

ACOE United States Army Corps of Engineers

ACPW Alachua County Public Works

Alachua County Sheriff's Office ACSO

ACT Alachua Conservation Trust BIPM Florida DEP, Bureau of Invasive Plant Management

DHR Department of State Division of Historic Resources FDEP Florida Department of Environmental Protection

Florida Division of Forestry FDOF

FFWCC

Florida Fish and Wildlife Conservation Commission Florida Natural Areas Inventory FNAI

FNPS Florida Native Plant Society

SJRWMD St. Johns River Water Management District

USDA United States Department of Agriculture

WRIP Withlacoochee Region Invasive Plant Working Group

EXHIBIT A: GRANT CONTRACT

FCT Contract Number <u>C</u>-CT-<u>CI-07-F7-AI-</u><u>I</u>5 FLORIDA COMMUNITIES TRUST 07-115-FF7 PHIFER FLATWOODS CSFA # 52002

GRANT CONTRACT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

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

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WHEREAS, on November 2, 2007 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, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, Rule 9K-7.003(8) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property owned was acquired by the Recipient within 24 months prior to the application deadline for which the application was made. The date of this application deadline was May 10, 2007;

 WHEREAS, the Recipient acquired fee simple title to a portion of the Project Site on

 February 10, 2006
 (Insert date[s]) from

 Alachua Conservation Trust, Inc.
 (Insert Seller name[s]),

 and will acquire fee simple title to the remainder of the Project Site jointly with FCT; 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

 This Agreement shall begin upon the Recipient's project being selected for funding and shall end November 2, 2008 ("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.

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II. MODIFICATION OF AGREEMENT

 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

 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 February 15, 2008. If the Recipient requires more than one original document, the Recipient should photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

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

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

4. 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 February 15, 2008, 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.

 No later than February 15, 2008, 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.

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

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- 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(16), 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

 The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Forty Percent (40%) of the final Project Costs, as defined in Rule 9K-7.002(32), F.A.C., or One Million Two Hundred Fourteen Thousand Six Hundred Forty Nine Dollars And 70 Cents (\$1,214,649.70), 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(32), 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.

 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

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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(24), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(31), F.A.C., or donated 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.

 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.

 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

 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

 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:

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Name: Ramesh Buch Title: Program Manager Address: 201 SE 2 Avenue, Suite 201 Gainesville, FL 32601 Phone: 352-264-6804 Fax: 352-264-6852 E-mail: rpbuch@alachuacounty.us

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

Title: Co	unty Manager		
Address:	P.O. Box 2877		
	Gainesville, FL.	326	02
Phone:3	52-374-5204	Fax:	352-338-7363

4. If the Project Site consists of ten 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 eleven 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 Recipient [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:

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20031421	amesh Buc					
10100 (MAR 11)	ogram Man					
Address:	Gainesvil	Avenue, le, FL	Suite 201 32601			
Phone:	352-264-6	804 _Fa:	x:352-264-685			
Email:	rpbuch@alachuacounty.us					

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 59-6000501

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

 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. For the Project Site parcel(s) that was pre-acquired by the Recipient within 24 months prior to the application deadline and recognized as a source of Match:

- (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Alachua Conservation Trust, Inc. (Insert name[s] of Seller[s]).
- (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
- (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.

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- (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by the Recipient.
- (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).
- (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.

b. For the Project Site parcel(s) to be jointly acquired with FCT:

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.

c. For all portions of the Project Site:

- 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.
- A statement of the Project Costs.
- (3) A statement of the amount of the award being requested from FCT.
- (4) Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- (5) A signed statement by the Recipient that the Recipient is not aware any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- (6) A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and

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federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

(7) 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.(1) above, and approves the Project Plan containing a copy of the document(s) vesting title to the Preacquired portion of the Project Site in the Recipient.

3. All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

 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. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

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

7. 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 <u>Recipient</u> [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.

 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

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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.

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

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

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

 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:

- 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.
- 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.
- 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.
- A description of proposed educational displays and programs to be offered, if applicable.

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- A description of how the management will be coordinated with other agencies and public lands, if applicable.
- 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(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

 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

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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.

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

VIII. SPECIAL MANAGEMENT CONDITIONS

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

The following recreational facilities including a bench swing, wildlife observation
platform, tetherball court, and geocaching course shall be provided. The facilities shall be
developed in a manner that allows the general public reasonable access for observation and
appreciation of the natural resources on the project site without causing harm to those resources.

 A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and Alachua County.

Interpretive kiosks shall be provided on the project site to educate visitors about the area's natural resources.

 The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

5. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

6. Exotic vegetation shall be removed from the project site.

A significant portion of the upland area on the project site shall be planted with native vegetation.

 A significant portion of the wetland area on the project site shall be planted with native vegetation.

The development and management of the project site shall be coordinated with agencies

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managing multi-jurisdictional recreational trails in Alachua County to ensure the project site is managed as part of a linked land-based trail system.

 The project site shall be protected and managed as part of an ecological corridor within the County's designated Emerald Necklace Greenway.

 The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

12. 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.

13. A feral animal removal program shall be developed and implemented for the project site.

14. An archaeological survey shall be preformed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of known historic sites located on the project site.

 Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

16. A nature trail of at least ¼ mile shall be provided on the project site.

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

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entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

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

If any essential term or condition of the Declaration of Restrictive Covenants is 3. violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

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

 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.

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

 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

 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:

- any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- the operation of any concession on the Project Site by a non-governmental person or organization;
- 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;

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- 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;
- 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

 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.

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

In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), 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 a State entity).

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

Department of Community Affairs (at each of the following addresses): Office of Audit Services 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

and

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

State of Florida Auditor General at the following address: Auditor General's Office Room 401, Claude Pepper Building 111 West Madison Street

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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;

financial

days

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 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) from the date written notice is sent to the Recipient by FCT;

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forth in

written

situation is

- 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
- 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:

- 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 paragraph V.2. herein;
 - b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 - 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 warning to advise that more serious measures may be taken if the not corrected; or
 - e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

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

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 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.

 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

 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

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

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

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

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a

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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.

 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,

ALACHUA COUNT By Print Name: Rodney Long 3. Board of County Title: Chairman mmissioners Date 27 2.0

Approved as to Form By: Print Name: DAVID W. WAGN

FLORIDA COMMU S TRUST ŃITI By Janice Browning Division Director of Housing & Community Development/ Date:

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

ATTEST: I.K. "BUDDY" IRBY. CLERK

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Draft Management Plan 06/09/2008

EXHIBIT B: LOCATION MAP

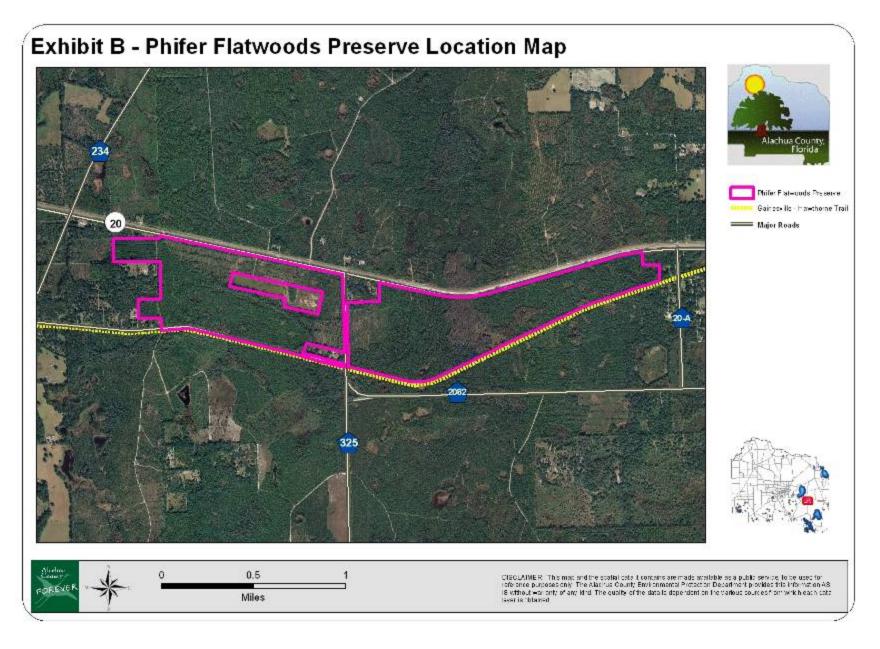


EXHIBIT C: PUBLIC LANDS MAP

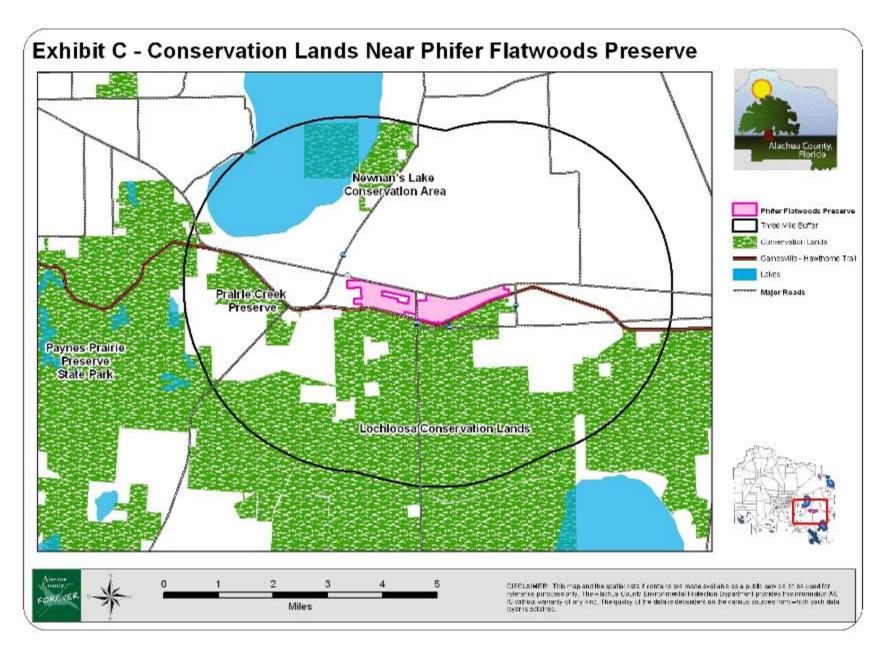
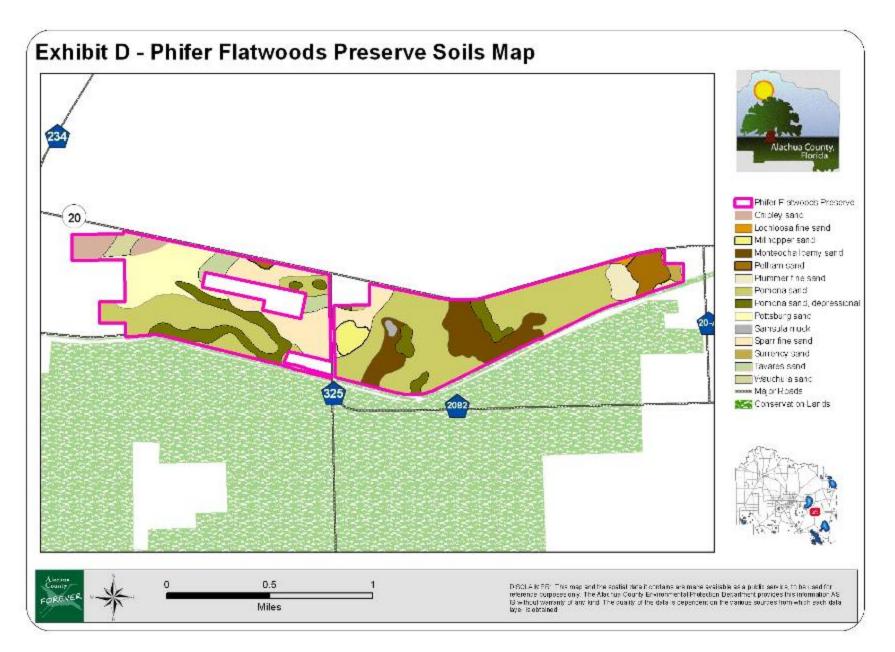


EXHIBIT D: SOILS MAP



Draft Management Plan 06/09/2008

EXHIBIT E: NATURAL COMMUNITIES MAP

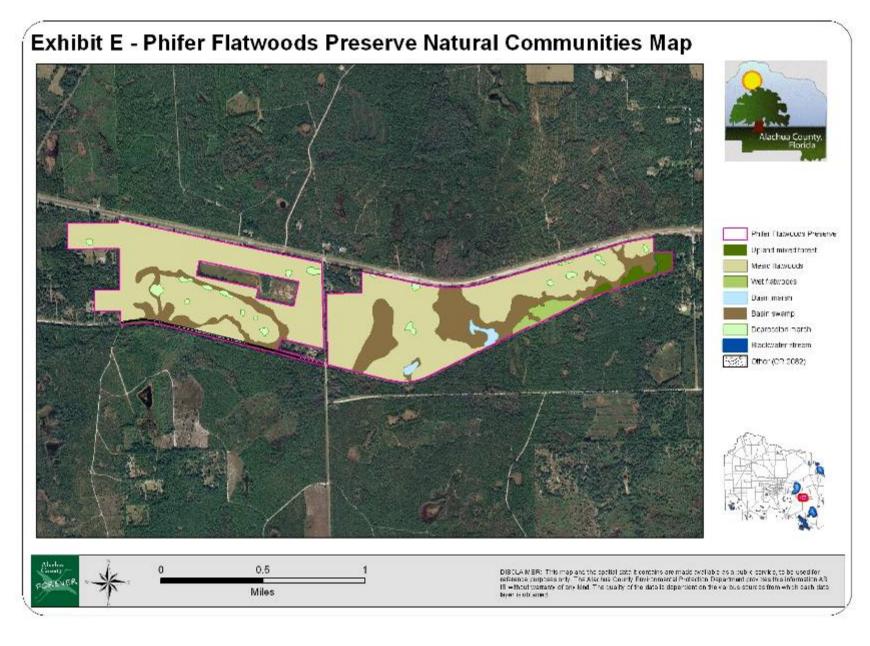


EXHIBIT F: FLORIDA EXOTIC PEST PLANT COUNCIL 2007 LIST OF INVASIVE SPECIES

Florida Exotic Pest Plant Council's 2007

List of Invasive Species

Purpose of the List: To focus attention on --

- ▶ the adverse effects exotic pest plants have on Florida's biodiversity and plant communities,
- > the habitat losses from exotic pest plant infestations,
- > the impacts on endangered species via habitat loss and alteration,
- > the need to prevent habitat losses through pest-plant management,
- ➤ the socio-economic impacts of these plants (e.g., increased wildfires in certain areas),
- changes in the seriousness of different pest plants over time,
- > the need to provide information that helps managers set priorities for control programs.

DEFINITIONS: *Exotic*—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. *Native*—a species whose natural range included Florida at the time of European contact (1500 AD). *Naturalized exotic*—an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native). *Invasive exotic*—an exotic that not only has naturalized but is expanding on its own in Florida plant communities.

Abbreviations used:

<u>for "Gov. list":</u> \mathbf{P} =Prohibited by Fla. Dept. of Environmental Protection, \mathbf{N} =Noxious weed listed by Fla. Dept. of Agriculture & Consumer Services, \mathbf{U} =Noxious weed listed by U.S. Department of Agriculture.

<u>for "Reg. Dis."</u>: N =north, C =central, S =south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). See following map.

For additional information on distributions of particular species by county, visit the University of South Florida's Atlas of Florida Vascular Plants web site, <u>www.plantatlas.usf.edu</u>. Many of those species entries also have habit and close-up pictures of the species. Additional images for some species may be found at the "Introduced Species" page on the Univ. of Florida Herbarium website, at Fairchild Tropical Garden's Virtual Herbarium, and the Godfrey Herbarium database, Florida State University.

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

Scientific Name	ne Common Name		Gov. list	Reg. Dist.
Abrus precatorius	rosary pea	Ι	Ν	C, S
Acacia auriculiformis	earleaf acacia	Ι		C, S
Albizia julibrissin	mimosa, silk tree	Ι		N, C
Albizia lebbeck	woman's tongue	Ι		C, S
Ardisia crenata (=A. crenulata misapplied)	coral ardisia	Ι		N, C, S
Ardisia elliptica (=A. humilis misapplied)	shoebutton ardisia	Ι	Ν	C, S
Asparagus aethiopicus (=A. sprengeri; A. densiflorus misapplied)	asparagus-fern	Ι		N, C, S
Bauhinia variegata	orchid tree	Ι		C, S
Bischofia javanica	bishopwood	Ι		C, S
Calophyllum antillanum (=C. calaba and C. inophyllum misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)	Ι		S
Casuarina equisetifolia Australian-pine, beau sheoak		Ι	P, N	N,C,S
Casuarina glauca	suckering Australian-pine, gray sheoak	Ι	P, N	C, S
Cinnamomum camphora	camphor tree	Ι		N,C,S
Colocasia esculenta	wild taro	Ι		N,C,S
Colubrina asiatica	lather leaf	Ι	Ν	S
Cupaniopsis anacardioides	carrotwood	Ι	N	C, S
Dioscorea alata	winged yam	Ι	N	N,C,S
Dioscorea bulbifera	air-potato	Ι	N	N,C,S
Eichhornia crassipes	water-hyacinth	Ι	Р	N,C,S
Eugenia uniflora	Surinam cherry	Ι		C, S
<i>Ficus microcarpa (F. nitida</i> and <i>F. retusa</i> var. <i>nitida</i> misapplied)	rpa (F. laurel fig			C, S
Hydrilla verticillata	hydrilla	Ι	P, U	N,C,S
Hygrophila polysperma	green hygro	Ι	P, U	N,C,S
Hymenachne amplexicaulis	West Indian marsh grass	Ι		C, S
Imperata cylindrica (I. cogon grass brasiliensis misapplied)		Ι	N, U	N, C, S

Ipomoea aquatica	waterspinach	Ι	P, U	C
Jasminum dichotomum	· · · ·		1,0	C, S
Jasminum fluminense Brazilian jasmine		I I		C, S
Lantana camara	lantana, shrub verbena	I		N,C,S
Ligustrum lucidum	glossy privet	I		N, C
Ligustrum sinense	Chinese privet, hedge privet	I		N,C,S
Lonicera japonica	Japanese honeysuckle	I		N,C,S
Ludwigia peruviana	Peruvian primrosewillow	I		N,C,S
Lygodium japonicum	Japanese climbing fern	I	N	N,C, S
Lygodium microphyllum	Old World climbing fern	I	N	C, S
Macfadyena unguis-cati	cat's claw vine	I		N,C, S
Manilkara zapota	sapodilla	I		S
Melaleuca	melaleuca, paper bark	I	P, N, U	C, S
quinquenervia	· · · · · · · · · · · · · · · · · · ·	-	1,11,0	
Mimosa pigra	catclaw mimosa	Ι	P, N, U	C, S
Nandina domestica	nandina, heavenly bamboo	Ι		N, C
Nephrolepis cordifolia	sword fern	Ι		N,C,S
Nephrolepis multiflora	Asian sword fern	Ι		C, S
Neyraudia reynaudiana Burma reed, cane grass		Ι	N	S
Paederia cruddasiana	sewer vine, onion vine	Ι	N	S
Paederia foetida	uederia foetida skunk vine		N	N,C, S
Panicum repens	n repens torpedo grass			N,C,S
Pennisetum purpureum	Napier grass	Ι		N, C, S
Pistia stratiotes	waterlettuce	Ι	Р	N,C,S
Psidium cattleianum (=P. littorale)	strawberry guava	Ι		C, S
Psidium guajava	guava	Ι		C, S
Pueraria montana var. lobata (=P. lobata)	kudzu	Ι	N	N,C, S
Rhodomyrtus tomentosa	downy rose-myrtle	Ι	N	C, S
Rhynchelytrum repens (=Melinis repens)	Natal grass	Ι		N, C, S
Ruellia tweediana (= R. brittoniana)	Mexican petunia	Ι		N, C, S
Sapium sebiferum (=Triadica sebifera)	popcorn tree, Chinese tallow tree	Ι	N	N, C, S
Scaevola taccada (=Scaevola sericea, S. frutescens)	scaevola, half-flower, beach		N	C, S
Schefflera actinophylla (=Brassaia actinophylla)				C, S
Schinus terebinthifolius	Schinus terebinthifolius Brazilian pepper		P, N	N, C, S
Senna pendula var. glabrata (=Cassia cassia, Christmas cassia, Christmas senna		Ι		C, S

coluteoides)				
Solanum tampicense (=S. houstonii)	wetland nightshade, aquatic soda apple	Ι	N, U	C, S
Solanum viarum	tropical soda apple	Ι	N, U	N, C, S
Syngonium podophyllum	arrowhead vine	Ι		N, C, S
Syzygium cumini	jambolan plum, Java plum	Ι		C, S
Tectaria incisa	incised halberd fern	Ι		S
Thespesia populnea	seaside mahoe	Ι		C, S
Tradescantia fluminensis	white-flowered wandering jew	Ι		N, C
Urochloa mutica (= Brachiaria mutica)	Para grass	Ι		C, S

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

Scientific Name	Common Name	EPPC Cat.	Gov. list	Reg. Dist.
Adenanthera pavonina	red sandalwood	II		S
Agave sisalana	sisal hemp	II		C, S
Aleurites fordii (= Vernicia fordii)	tung oil tree	II		N, C
Alstonia macrophylla	devil tree	II		S
Alternanthera philoxeroides	alligator weed	Π	Р	N, C, S
Antigonon leptopus	coral vine	II		N, C, S
Aristolochia littoralis	calico flower	II		N, C, S
Asystasia gangetica	Ganges primrose	II		C, S
Begonia cucullata	wax begonia	II		N, C, S
Blechum pyramidatum	green shrimp plant, Browne's blechum	Π		N, C, S
Broussonetia papyrifera	paper mulberry	II		N, C, S
Callisia fragrans	inch plant, spironema	II		C, S
Casuarina cunninghamiana	river sheoak, Australian- pine	Π	Р	C, S
Cecropia palmata	trumpet tree	II		S
Cestrum diurnum	day jessamine	II		C, S
Chamaedorea seifrizii	bamboo palm	Π		S
Clematis terniflora	Japanese clematis	II		N, C
Cryptostegia rubber vine		II		C, S

madagascariensis				
	umbrella plant	II		C, S
<i>alternifolius</i> misapplied)	umorena prant			C, S
Cyperus prolifer	dwarf papyrus	II		C, S
Dalbergia sissoo	Indian rosewood, sissoo	II		C, S
Elaeagnus pungens	silverthorn, thorny olive	II		N, C
<i>Epipremnum pinnatum</i> cv. Aureum	pothos	II		C, S
Ficus altissima	false banyan, council tree	II		S
Flacourtia indica	governor's plum	II		S
Hemarthria altissima	limpo grass	II		C, S
Hibiscus tiliaceus (=Talipariti tiliaceum)	mahoe, sea hibiscus	II		C, S
Ipomoea fistulosa (=I. carnea ssp. fistulosa)	shrub morning-glory	II	Р	C, S
Jasminum sambac	Arabian jasmine	II		S
Kalanchoe pinnata	life plant	II		C, S
Koelreuteria elegans ssp. formosana (=K.	flamegold tree	II		C, S
formosana; K. paniculata misapplied)				
Leucaena leucocephala	lead tree	II	N	N, C, S
Limnophila sessiliflora			P, U	N, C, S
Livistona chinensis	Chinese fan palm	II II	1,0	C, S
Melia azedarach	Chinaberry	II		N,C,S
Melinis minutiflora	Molassesgrass	II		C,S
Merremia tuberosa	wood-rose	II		S
Murraya paniculata	orange-jessamine	II		S
Myriophyllum spicatum	Eurasian water-milfoil	II	P	N, C, S
Nymphoides cristata	snowflake	II	r	
Panicum maximum	Guinea grass			C, S
	two-flowered passion vine	II		N, C, S
Passiflora biflora	-	II		S
Pennisetum setaceum	green fountain grass	II		S
Phoenix reclinata	Senegal date palm	II		C, S
Phyllostachys aurea	golden bamboo	II		N, C
Pittosporum pentandrum	Philippine pittosporum, Taiwanese cheesewood	II		S
Pteris vittata	Chinese brake fern	II		N, C, S
Ptychosperma elegans	solitaire palm	II		S
Rhoeo spathacea (see Tradescantia spathacea)				
Ricinus communis	castor bean	II		N, C, S
Rotala rotundifolia	roundleaf toothcup, dwarf	II		S

	Rotala,			
Sansevieria hyacinthoides	bowstring hemp	П		C, S
Scleria lacustris	Wright's nutrush	II		C, S
Sesbania punicea	purple sesban, rattlebox	II		N, C, S
Solanum diphyllum	two-leaf nightshade	II		N, C, S
Solanum jamaicense	Jamaica nightshade	II		C
Solanum torvum	susumber, turkey berry	II	N, U	N, C, S
Sphagneticola trilobata (=Wedelia trilobata)	wedelia	II		N, C, S
Stachytarpheta cayennensis (=S. urticifolia)	nettle-leaf porterweed	П		S
Syagrus romanzoffiana (=Arecastrum romanzoffianum)	queen palm	П		C, S
Syzygium jambos	rose-apple	II		C, S
Terminalia catappa	tropical-almond	II		C, S
Terminalia muelleri	Australian-almond	II		C, S
Tradescantia spathacea (=Rhoeo spathacea, Rhoeo discolor)	oyster plant	II		S
Tribulus cistoides	puncture vine, burr-nut	II		N, C, S
Urena lobata	Caesar's weed	II		N, C, S
Vitex trifolia	simple-leaf chaste tree	II		C, S
Washingtonia robusta	Washington fan palm	II		C, S
Wedelia (see Sphagneticola above)				
Wisteria sinensis	Chinese wisteria	II		N, C
Xanthosoma sagittifolium	malanga, elephant ear	II		N, C, S

Citation example:

FLEPPC. 2007. List of Florida's Invasive Species. Florida Exotic Pest Plant Council. Internet: http://www.fleppc.org/07list.htm

The 2007 list was prepared by the FLEPPC Plant List Committee:

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Draft Management Plan 06/09/2008

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EXHIBIT G: FLORIDA NATURAL AREAS INVENTORY REPORT FORMS

Draft Management Plan 06/09/2008

FLORIDA NATURAL AREAS INVENTORY FIELD REPORT FORM FOR RARE PLANTS

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

Scientific name:				
Basis for identification or	manual used:			Date(s) seen:
Photograph taken?	Specimen deposited at a he	rbarium?	Name of herbarium:	
Quad name:	County:	Site or mana	ged area name:	
Directions (mark site on e	opy of USGS 7.5 minute quad n	nap or aerial photo a	nd attach to this form,	or draw a detailed map on back of
this page that shows boun	dary of population, and/or give	GPS location (latitud	e/longitude):	
Describe the site: habitat/	plant community; topography; h	ydrology; dominant s	species in tree, shrub,	and ground layers:
Estimated Size of Populat	tion (no. of individuals, size of a	rea occupied, and %	of that area occupied	by this species):
	the full extent of the population?			r survey needled? YesNo
	Fruiting? Yes_ No_ In b			
		-	-	If yes, describe changes,
it any, to site and populat	ion since last visit			
Are there disturbances or describe:	threats (e.g. vehicle use, trash de	umping, fire suppres	sion, exotic species in	vasion) to the population? If yes,
Is there evidence (e.g., fir	re breaks, scorching) of the use of	of fire at the site? Yes	No If yes, dese	ribe and give dates of recent fires, if
known				
	concerning the population, its ec helpful, etc.:			management needs, names of
Your name:		Tel no.:		E-mail:
Address:				Date Submitted:

Please include any additional information on the back of this sheet and send this form to: Botanist, Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL 32303. THANK YOU! K:sci_info/botany/field form-rare plansiti1305 Detaber 13, 2005

FLORIDA NATURAL AREAS INVENTORY FIELD REPORT I	FORM - OCCURRENCES OF SPECIAL ANIMALS
Scientific Name:	County:
Common Name:	Date observed:
Basis for Identification:	Investigator:
Location of Animal (please attach map and give specific directions; topo map or draw detailed map on back of this page):	if possible, mark site on copy of USGS 7.5 minute
Describe habitat/plant community, list dominant species:	
Extent of this habitat at site that may support animal (e.g., acres, m Number of individuals (or nests, burrows, etc.) seen:	iles)
Estimated no. of individuals in population:	
Age/population structure (adults, young, etc.)	
Ecological/behavioral notes (e.g., reproductive stage, activity type, t	eeding, nying, nesung).
Have you seen this species at the same location in the past? Yes _ If yes, please give date(s):	
Is there evidence of disturbance at the site? Yes No If yes, please describe:	
Owner(s) of site: Is owner protecting this animal? Yes No Conservation/Management Needs	
Comments (other useful information concerning this animal and site be helpful, publications, museum specimen numbers, etc	
(please include any additional information on the back of this sheet Additional forms may be obtained upon request. Please send com	
Submitted by:	Zoologist
Affiliation:Address:	Florida Natural Areas Inventory 1018 Thomasville Rd., Suite 200-C Tallahassee, FL 32303; ph. (850) 224-8207
Phone Date:	Fax (850) 681-9364; dhipes@fnai.org

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

				And the set of the set	gon // or ib	uate
3PS file #:	lat:		long:	Photo #:	Comments: _	date:
mections/locational con						
Community type:				S	oil series:	Source:
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STRATA	cov	ht cl	DOMINANT SPECIES COVER	Scientific name - Braun/Bla	anguet scale	
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emergent tree						
anopy						
ub-canopy						
all shrub/ sapling						
hort shrub/ sapl, seedl.						
erbaceous tot.						
raminoid						
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ine / liana						
Cover Class - Use Braun/B leight Class - 1<0.5m 2	lanque 2=0.5-2	t scale 2m	e: 1=0-1% 2=1-5% 3=5-25 3=2-5m 4=5-10m 5=10-15r	5% 4=25-50% 5=50-75% n 6=15-20m 7=20-35m	% 6=75-100% 8>35m	
Height Class - 1<0.5m 2 SUCCESSION COMMENTS CANOPY AGE old growth 4 young cloder mature 5 prere	2=0.5-2 S ger ma	2m	3=2-5m 4=5-10m 5=10-15r SUCCESSION COMM	% 4=25-50% 5=50-75% n 6=15-20m 7=20-35m ENTS (tree size, structure, a	8>35m ge, etc.):	
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Height Class - 1<0.5m	S ger ma produces	2m : ture ctive tr ssiona	3=2-5m 4=5-10m 5=10-15r SUCCESSION COMM rees SEVERITY OF DISTURBANCE 1 light 2 moderate 3 heavy 4 severe Describe:	n 6=15-20m 7=20-35m ENTS (tree size, structure, au WEEDY SPE(1 absent 2 occasional - 3 common - > List:	8>35m ge, etc.): CIES -<5% 5%	EXOTIC SPECIES 1 absent 2 occasional - <5% 3 common - >5% List:
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Height Class - 1<0.5m 2 CUCCESSION COMMENTS CANOPY AGE old growth 4 young older mature 5 prere mature 6 early IATURE OF DISTURBANC 1 firebreaks 2 ORV trails or roads 3 agriculture 4 wildlife food plots 5 forestry site prep. 6 logging activities 7 animal digging 3 ditching or hydrologic 9 shrub encroachment 1 natural disturbances bisturbance Comments: 	2=0.5-2 S S sproduc CE CE DN DN	2m : ture tive tr ssiona 6 dam 7 cana 8 salt 9 grou 0 caus	SUCCESSION COMM SUCCESSION COMM SUCCESSION COMM Sees SEVERITY OF DISTURBANCE 1 light 2 moderate 3 heavy 4 severe Describe:	M 6=15-20m 7=20-35m ENTS (tree size, structure, ag WEEDY SPE(1 absent 2 occasional - 3 common -> List: List: MMENTS (Discuss severity f	8>35m	EXOTIC SPECIES 1 absent 2 occasional - <5% 3 common - >5% List:
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Florida Natural Areas Inventory - Natural Community EOR Form (pg 1 of 2)

D

EORANK: (sumr A Excellent B Good C Marginal D Poor	nary of factors such as quality, condition, viability, defensibility, etc.) EORANKCOM:	EORANKDATE:
COMMUNITY D	ESCRIPTION (EODATA)	
LANDSCAPE C	ONTEXT	

PLANT CHECKLIST

ANOPY & EMERGENTS	* (%	SHORT SHRUBS	*	%	HERBACEOUS	* %			(
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A=abundant, C=common, O=occasional, R=rare

Revised 9/23/2002

EXHIBIT H: PRESERVE PLANT LIST

Phifer Flatwoods Preserve Plant Species

Scientific Name	Common Name	Origin	FDAC	FWS	FNAI
Acer rubrum	RED MAPLE				
Albizia julibrissin	SILKTREE	Exotic			
Andropogon glomeratus	BUSHY BLUESTEM				
Andropogon glomeratus var.	PURPLE BLUESTEM				
Andropogon virginicus	BROOMSEDGE BLUESTEM				
Ardisia crenata	CORAL ARDISIA	Exotic			
Aristida sp.	WIREGRASS				
Aristida spiciformis	BOTTLEBRUSH				
Asimina parviflora	SMALLFLOWER PAWPAW				
Asplenium platyneuron	EBONY SPLEENWORT				
Baccharis halimifolia	GROUNDSEL TREE				
Bidens alba var. radiata	BEGGARTICKS				
Callicarpa americana	AMERICAN BEAUTYBERRY				
Carex sp.	SEDGE				
Celtis laevigata	SUGARBERRY				
Centella asiatica	SPADELEAF				
Cephalanthus occidentalis	COMMON BUTTONBUSH				
Chasmanthium laxum	SLENDER WOODOATS				
Chasmanthium sp.	WOODOATS				
Chionanthus virginicus	OLD-MANS'S BEARD				
Cinnamomum camphora	CAMPHORTREE	Exotic			
Cirsium horridulum	PURPLE THISTLE				
Cnidoscolus stimulosus	TREAD-SOFTLY				
Dioscorea alata	WHITE YAM	Exotic			
Dioscorea bulbifera	AIR-POTATO	Exotic			
Diospyros virginiana	COMMON PERSIMMON				
Eleocharis baldwinii	BALDWIN'S SPIKERUSH				
Eupatorium capillifolium	DOGFENNEL				
Gaylussacia frondosa var.	BLUE HUCKLEBERRY				
Gelsemium sempervirens	YELLOW JESSAMINE				
Gordonia lasianthus	LOBLOLLY BAY				
Ilex cassine	DAHOON				
Ilex glabra	GALLBERRY				
Ilex opaca	AMERICAN HOLLY				
Itea virginica	VIRGINIA SWEETSPIRE				
Lachnanthes caroliana Leucothoe racemosa	CAROLINA REDROOT SWAMP DOGHOBBLE				
Liquidambar styraciflua	SWEETGUM JAPANESE	Exotic			
Lonicera japonica Lygodium japonicum	JAPANESE JAPANESE CLIMBINGFERN	Exotic			
Lyonia lucida	FETTERBUSH	EXOUC			
Magnolia grandiflora	SOUTHERN MAGNOLIA				
Magnolia virginiana	SWEETBAY				
Melia azedarach	CHINABERRYTREE	Exotic			
Myrica cerifera	WAX MYRTLE	LAOtte			
Nuphar advena	SPATTERDOCK				
Nyssa sylvatica	BLACKGUM				
Nyssa sylvatica var. biflora	SWAMP TUPELO				
Osmunda cinnamomea	CINNAMON FERN				
Panicum hemitomon	MAIDENCANE				
Parthenocissus quinquefolia	VIRGINIA CREEPER				
Paspalum notatum	BAHIAGRASS	Exotic			
£					

Scientific Name	Common Name	Origin	FDAC	FWS	FNAI
Paspalum urvillei	VASEYGRASS	Exotic	12:10	1 115	
Peltandra sp.	ARROW ARUM				
Persea borbonia	RED BAY				
Persea palustris	SWAMP BAY				
Pinus elliottii	SLASH PINE				
Pinus serotina	POND PINE				
Pinus taeda	LOBLOLLY PINE				
Pityopsis graminifolia	NARROWLEAF SILKGRASS				
Pleopeltis polypodioides	RESURRECTION FERN				
Polygala lutea	ORANGE MILKWORT				
Prunus serotina	BLACK CHERRY				
Pteridium aquilinum var.	TAILED BRACKEN				
Quercus falcata	SOUTHERN RED OAK				
Quercus geminata	SAND LIVE OAK				
Quercus laurifolia	LAUREL OAK				
Quercus nigra	WATER OAK				
Quercus virginiana	LIVE OAK				
Rhus copallinum	WINGED SUMAC				
Rubus sp.	BLACKBERRY				
Sabal palmetto	CABBAGE PALM				
Salix caroliniana	CAROLINA WILLOW				
Salvinia minima	WATER SPANGLES				
Sapium sebiferum	CHINESE TALLOWTREE	Exotic			
Sarracenia minor	HOODED PITCHERPLANT		Т		
Saururus cernuus	LIZARD'S TAIL				
Serenoa repens	SAW PALMETTO				
Smilax sp.	GREENBRIER				
Solanum viarum	TROPICAL SODA APPLE	Exotic			
Solidago sp.	GOLDENROD				
Sphagnum sp.	SPHAGNUM MOSS				
Stachys floridana	FLORIDA BETONY				
Syngonanthus flavidulus	YELLOW HATPINS				
Taxodium ascendens	POND CYPRESS				
Toxicodendron radicans	EASTERN POISON IVY				
Tradescantia ohiensis	OHIO SPIDERWORT				
Vaccinium corymbosum	HIGHBUSH BLUEBERRY				
Vaccinium myrsinites	SHINY BLUEBERRY				
Vaccinium stamineum	DEERBERRY				
Vitis rotundifolia	MUSCADINE				
Woodwardia areolata	NETTED CHAIN FERN				
Woodwardia virginica	VIRGINIA CHAIN FERN				
Xyris caroliniana	CAROLINA YELLOWEYED				

EXHIBIT I: PRESERVE WILDLIFE LIST

Phifer Flatwoods Preserve Animal Species

Birds

Dirus	
Wood duck	Aix sponsa
Great egret	Ardea alba
Tufted titmouse	Baeolophus bicolor
Cedar waxwing	Bombycilla cedrorum
Red-shouldered hawk	Buteo lineatus
Northern cardinal	Cardinalis cardinalis
Turkey vulture	Cathartes aura
Common ground-dove	Columbina passerina
Black vulture	Coragyps atratus
American crow	Corvus brachyrhynchos
Pine warbler	Dendroica pinus
Pileated woodpecker	Dryocopus pileatus
Gray catbird	Dumetella carolinensis
Little blue heron	Egretta caerulea
Snowy egret	Egretta thula
Tricolored heron	Egretta tricolor
White ibis	Eudocimus albus
Common yellowthroat	Geothlypis trichas
Sandhill crane	Grus canadensis
Bald eagle	Haliaeetus leucocephalus
Red-bellied woodpecker	Melanerpes carolinus
Wild turkey	Meleagris gallopavo
Wood stork	Mycteria americana
Osprey	Pandion haliaetus
Northern parula warbler	Parula americana
Downy woodpecker	Picoides pubescens
Eastern towhee	Pipilo erythrophthalmus
Carolina chickadee	Poecile carolinensis
Carolina wren	Thryothorus ludovicianus
American robin	Turdus migratorius
White-eyed vireo	Vireo griseus
Mourning dove	Zenaida macroura
Reptiles and Amphibians	
Florida cricket frog	Acris gryllus dorsalis
Green anole	Anolis carolinensis
Black racer	Coluber constrictor
E. diamondback rattlesnake	Crotalus adamanteus
Gopher tortoise	Gopherus polyphemus
Green tree frog	Hyla cinerea
Florida gopher frog	Rana capito aesopus
Florida box turtle	Terrapene carolina bauri
Mammals	
White-tailed deer	Odocoileus virginianus
Raccoon	Procyon lotor
Eastern gray squirrel	Sciurus carolinensis
Invertebrates	
Lone star tick	Amblyomma americanum

EXHIBIT J: SITE PLAN

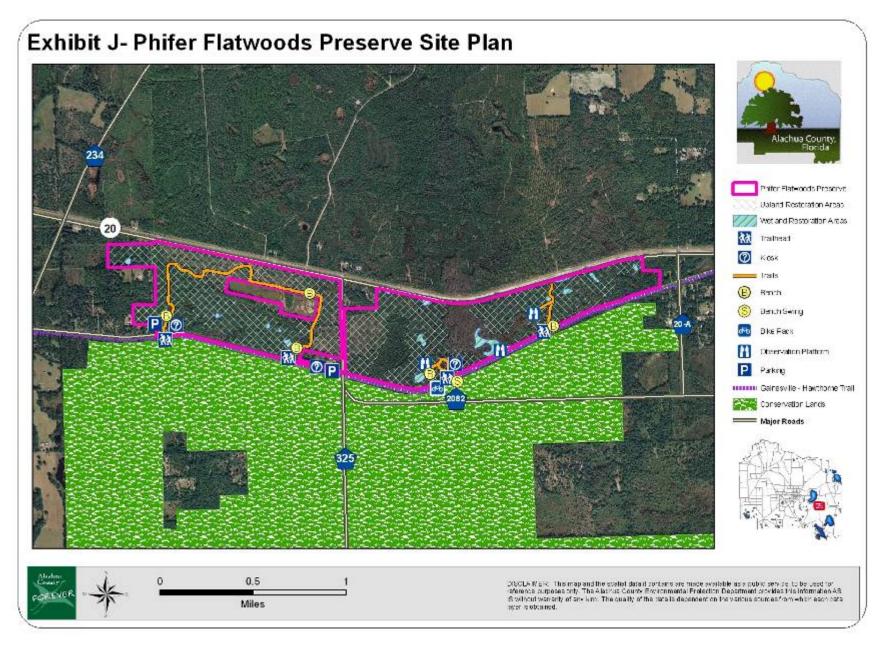


EXHIBIT K: FLORIDA ECOLOGICAL GREENWAYS NETWORK

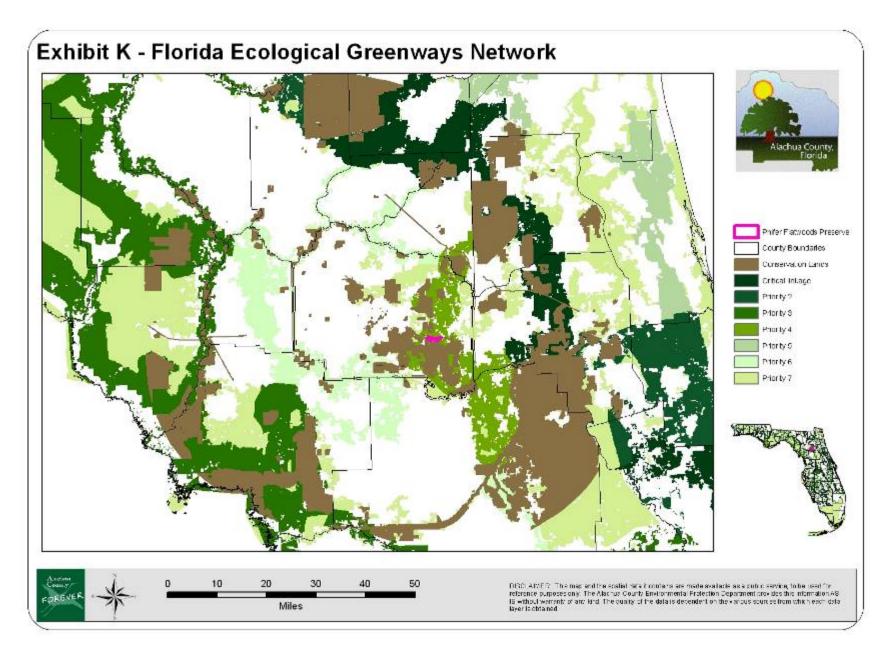


EXHIBIT L: EMERALD NECKLACE

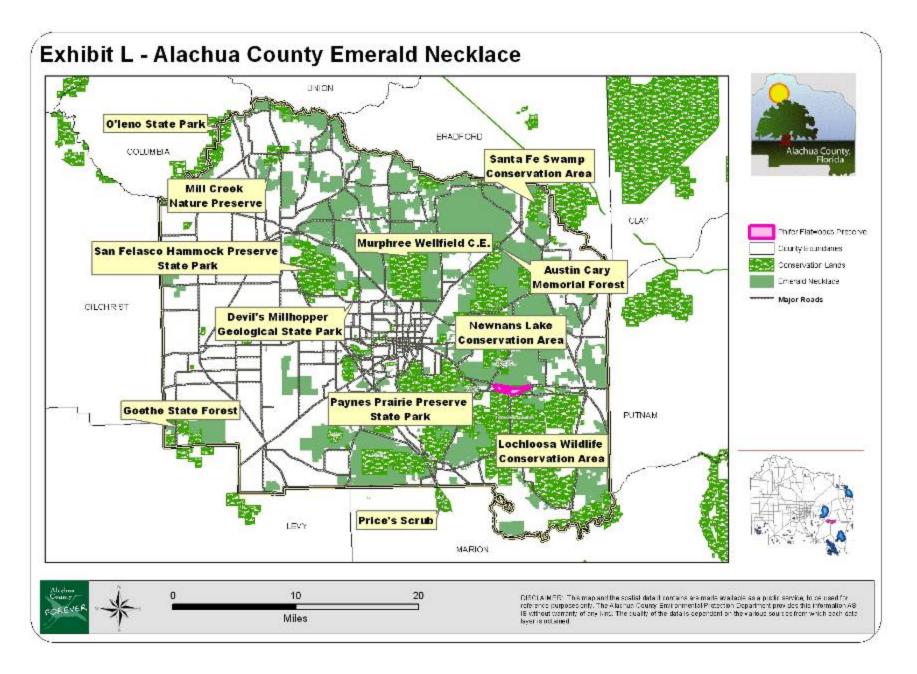


EXHIBIT M: OPTIMUM BOUNDARY

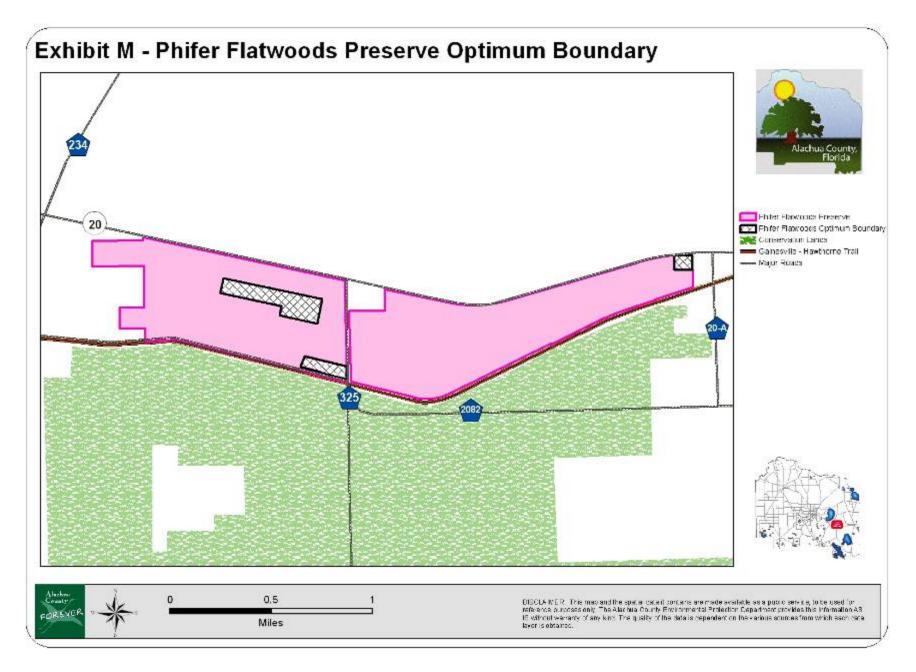


EXHIBIT N: PUBLIC INVOLVEMENT

SUMMARY OF COMMENTS RECEIVED

Robert Norton

Hi Susanna:

Review of the current document indicates that Comp Plan policies related to strategic ecosystems are identified (below), but the specific Strategic Ecosystem (SE) of which this management plan pertains is not mentioned (Lochloosa Flatwoods Additions; pp 4-76 to 78, KBN/Golder 1996). I think there should be a short section acknowledging the status of the SE and how some of the recommendations identified in the KBN/Golder report could be linked to the management plan since it appears that this plan meets some of those recommendations.

Policies 4.10.1 and 4.10.4 direct the County to conserve and develop management strategies for strategic ecosystems, including land acquisition and resource management.

Thank you, Robert

Kim Van Vilet

I've read the management plan, and I don't have any revisions or suggestions for changes. I support their efforts for conserving and managing this property. The plan has taken into account alternate uses of the land for recreation, as well as addresses other issues like removal of exotic pest plant species, etc.

Thanks.

Kim

Hank Vinson (Florida Communities Trust)

Susie,

Here are our comments on Phifer Flatwoods. Mostly ticky-tack - nothing major just clarification here and there. I've forwarded the plan to DHR (as part of our process) and I'll forward the letter to you as soon as I receive it.

EXISTING PHYSICAL IMPROVEMENTS:

Please revise the management plan to clarify County Road 325's location within the project site. Is the County road located along the southern boundary of the Preserve?

Delete "All proposed amenities will be constructed as funding is available" from page 16 and "Construction of observation platforms will be subject to the availability of funds and the ability

to obtain required permits" from page 17. These sentences are not necessary as FCT understands that it may take some time to build facilities proposed for the project site.

PROPOSED PHYSICAL IMPROVEMENTS:

Include a commitment to place trash cans at the project's parking areas.

Please revise the project's site plan to include approximate locations of the proposed geo-cache course, bench swing, and stationary benches.

CULTURAL RESOURCES:

We have forwarded the management plan to the Division of Historical Resources for review. If DHR has comments on the management plan, we will forward them to you.

PRIORITY SCHEDULE:

Please revise the priority schedule to include all facilities listed in the management plan, including the proposed porch swing and volleyball court.

Please call if you have questions.

Hank Vinson Florida Communities Trust (850) 922-1703 www.floridacommunitydevelopment.org/fct

PUBLIC MEETING SUMMARY

Alachua County Forever Phifer Flatwoods Preserve Stewardship Planning Meeting

Date:	June 3, 2008
Location:	Alachua County Health Department, John Henry Thomas, M.D. Health Center Auditorium, 224 SE 24 th Street, Gainesville, Florida
Present:	Sandra Vardaman, Susie Hetrick, Lori Hazel, Ivor Kincaide

1. Welcome by Sandra Vardaman

2. Site overview, natural resources and land management overview, recreational opportunities and Conceptual Site Plan presented by Susie Hetrick

3. Public Comments – A lengthy, informal discussion between attendees covered planned fire management on the site, interagency (public and private) fire cooperation, restoration techniques for bedded natural areas, and development of amenities which complement the Gainesville-Hawthorne Trail and nearby managed areas. No written public comments were submitted at the meeting.

4. Meeting adjourned

EXHIBIT O: AGENCY COMMENTS

APPENDIX A: COPY OF DEED

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2214178 2 PGS 2006 FEB 14 01:59 PM BK 3314 PG 1447 J. K. "BUDDY" IRBY CLERK OF CIRCUIT COURT ALACHUA COUNTY, FLORIDA CLERK12 Receipt#271718 Doc Stamp-Deed: 20,176.10 18,9 2010 - 0. 0010-010i E THIS INSTRUMENT PREPARED BY: RONALD A. CARPENTER CARPENTER & PARNISH, P.A. 5608 NW 43rd Street Gainesville, Florida 32653 20,94 SPECIAL WARRANTY DEED THIS WARRANTY DEED, made and executed this $\frac{10}{10}$ day of February, 2006, by ALACHUA CONSERVATION TRUST, INC., a Florida not-for-profit corporation, hereinafter referred to as GRANTOR*, to ALACHUA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE*, whose post office address is P.O. Box 2877, Gainesville, Florida 32602. WITNESSETH: That the GRANTOR for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, all that certain land situate in Alachua County, Florida, to wit: See Exhibit "A" attached hereto. SUBJECT TO and together with easements and restrictions of record. TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same in fee simple forever. AND, the GRANTOR hereby covenants with said GRANTEE, except as set forth herein, that at the time of delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to said land and will defend the same against the lawful claims of all persons clauning by, through or under the GRANTOR, but against none other. "GRANTOR" and "GRANTEE" are used for singular or plural, as conject requires. IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name, the day and year first above written. Signed, sealed and delivered GRANTOR. in our presence as witnesses: ALACHUA CONSERVATION TRUST, INC., a Florida not-for-profit corporation, CARPENTER Printed Name By: 1 Lauren Day, Executive Director MENB Printed Name STATE OF FLORIDA COUNTY OF ALACHUA I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared A. Lauren Day, Executive Director of ALACHUA CONSERVATION TRUST, INC., a Florida not-forprofit corporation, who is personally known to me to be the person described in, or [] presented as proof of identification, and who under oath, executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the corporation. WITNESS my hand and official seal in the County and State last aforesaid this 10th day of February, 2006. Comm. Expire Notary Public, State of Florida Jan. 10, 2007 mm. No. DD 173615 OF FLOR

C:\Deeds\SpecialWD