



# Conservation Management Plan

This management plan form is intended for Board of Trustees leases and subleases of conservation properties that are 160 acres or less. It is intended to address the requirements of Chapter 253.034, 259.032, 259.105, and rule 18-2.021. Attachments to, or expansion of this form are welcome, if the space provided below is not sufficient. Please answer all of the items below and number all attachments and reference them in the appropriate location below. You are under no obligation to use this form. Any plan format is acceptable, provided it includes all of the appropriate items from the above mentioned statutes and rule. This form is available in electronic format upon request. For additional information pertaining to management plans, please visit the Division of State Lands Stewardship page on the web at <https://floridadep.gov/lands/environmental-services/content/land-stewardship>.

## A. General Information

1. Common Name of the Property: Raccoon Island & Wesley's Island
2. Lease Number: 4164
3. Acres: +/-90
4. Managing Agency: St. Lucie County Environmental Resources Department

5. Provide an executive summary/description of this property that includes a brief description of the resources, uses and proposed uses, outstanding features etc.

Both Raccoon Island and Wesley's Island are located in St. Lucie County inside the Fort Pierce Inlet, and are near or adjacent to the Port of Fort Pierce. The site consists of 90 acres of coastal uplands and tidal swamp. The site was deeded from the federal government to the Board of Trustees in 1963. The property was later subleased to St. Lucie County on October 6, 1997 for the purpose of "conservation and protection of natural and historical resources and for resource based outdoor recreation activities and education which are compatible with the conservation and protection of these public lands." Both islands are outside the Indian River Lagoon Aquatic Preserve boundaries which extends north and south of the causeways that lead to north and south Hutchinson Island and doesn't include areas around the port or inside the inlet. At the present time, the islands are primarily undeveloped and access is limited to boats.

The islands are believed to be natural islands, although each have received sand spoil from channel maintenance in the area, most recently dating back to the 1960s. A wooden bridge was once located at the far east end of Raccoon Island and at one time connected to North Hutchinson Island, (now known as Ft. Pierce Inlet State Park). The structure may have been placed there when the islands were used as a military training facility in the early 1940s. In 1963, Raccoon island was deeded from the federal government to the Board of Trustees. The City of Fort Pierce was granted a temporary use right for recreational purposes in 1964. At that time, several concrete picnic tables were placed on the island by a civic organization for recreational purposes. In 1995, a portion of the site (5.8 ac) was used as a mitigation area where uplands were removed and wetlands created. Shortly thereafter, exotics were removed on 4 acres and revegetated with 900 native trees and shrubs. The property was later subleased to St. Lucie County on October 6, 1997 (Lease No. 4164 at 35 acres). An addendum to the lease was granted on November 6, 1998 adding an additional 47.35 acres. In 2018, the lease area was amended again to include Wesley's Island to better facilitate restoration and management of the island (+7.4 acres). Wesley's Island is also known as St. Lucie Spoil Island number 17 (SL#17). Both islands are tidally influenced and acreages change due to accretion and erosion. The estimated upland management area is approximately 35 acres with the remaining lease covering open water and or mangrove swamp.

6. Attach a map showing the location and boundaries of the property including:
  - a) The location and type of structures or improvements currently on the property.
  - b) The location and type of proposed improvements. Exhibits: E1 & E2
7. Attach a map showing the proximity of this managed area to other conservation areas within 10 miles. Exhibit: F
8. Please attach a legal description of the property. Exhibit: J
9. Provide a physical description of the land including a quantitative data description of the land which includes an inventory of forest and other natural resource, exotic and invasive plants, hydrologic features, infrastructure including recreational facilities, and other significant land, cultural or historical features.

The leased area consists of 90 acres and includes two spoil islands that are situated within Indian River Lagoon/Port of Ft. Pierce Inlet and turning basin. The natural communities found within the lease area consist of coastal berm (1.3 acres), coastal dune pond (0.05 acres), coastal strand (18.6 acres), mangrove swamp (37.3 acres), and the remaining acreage is open water. The islands are only accessible by water/boat and have limited facilities including kiosks, signage, and picnic tables. Wesley's Island has a outdoor classroom platform , equipped with several benches to help support marine-based annual summer camps. There are no known historic resources. In the last 5-10 years, St. Lucie County, through a series of grants, has removed the invasive exotic species from the islands and replanted each with a wide variety of native plants, meant to help establish native natural communities on the islands. Maintenance of the remaining invasive/pioneering invasive species is carried out annually with contractors funded by the County and the Florida Fish and Wildlife Conservation Commission Upland Invasive Plant Management Section (UIPMS). See Exhibits A through G for more information.

10. A brief description of soil types, attaching USDA maps when available.

A soil map is provided as Exhibit I. Of the 90 total leased acres, it is estimated that 3.8 acres consist of Lawnwood & Myakka Sand, 5.8 acres consist of Canaveral Fine Sand, 25.4 acres consists of Kesson-Terra Ceia Complex (tidal/inter-tidal), and the remaining acres consists of tidal/open water.

11. Is the property adjacent to an aquatic preserve or designated area of critical state concern?    YES \_\_\_\_\_ NO x

If YES, please identify:

12. Was the property acquired by a conservation land acquisition program? If YES, please identify.

Raccoon Island was deeded to the Board of Trustees in 1963 by the Federal Government, undeveloped spoil islands are property of the State of Florida per rule chapter 18-21: Sovereignty Submerged Lands Management. Both islands are leased to the County to provide local management.

13. Do any agency-specific statute requirements or legislative/executive directives constrain the use of the property? (These restrictions can frequently be found in the lease) YES  NO

If YES, please identify

State of Florida Rule Chapter 18-21: Sovereignty Submerged Lands Management.

14. Are there any reservations or encumbrances on the property? YES  NO

If YES, please identify:

**B. Natural and Cultural Resources**

15. Are there any archeological or historical sites on this property? YES  NO   
If YES,

A) How do you plan to locate, protect and preserve these resources?

The area has never been subjected to a systematic, professional archaeological survey to locate archaeological or historic sites. The Division of Historical Resources (DHR) will become involved in the management of the site if a fortuitous find should occur or if any significant archaeological sites are discovered as a result of a professional survey. Any future development or ground disturbance activities will be coordinated with DHR prior to commencement.

B) Please describe the actions the agency plans to take to locate and identify unknown Resources such as surveys of unknown archeological or historical sites.

Any future development or ground disturbance activities will be coordinated with Florida Division of Historical Resources (DHR). St. Lucie County maintains staff that are certified as Archaeological Resource Managers (ARM) to conduct limited site monitoring in accordance with review and compliance recommendations. If any archaeological or historical sites are discovered, the County will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). DHR will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and a Florida Master Site File form submitted.

16. Are there any buildings on the property that are fifty or more years old?

YES \_\_\_\_\_ NO  \_\_\_\_\_ If YES,

A) Please Identify: Not applicable.

B) Have these buildings been evaluated by a historian or historic architect to determine their historical and/or architectural significance. If YES, please identify both the building(s) and the evaluators(s):

Not applicable.

C) Please state whether any such buildings are listed in the Florida Master Site File, National Register of Historic Places or a local register of historic places and identify such buildings.

Not applicable.

By law, the managing agency must consult with the Division of Historical Resources with regard to any proposed land clearing or ground disturbing activities or with regard to any proposed rehabilitation, restoration or demolition of structures 50 or more years old. Please contact the Division of Historic Resources if you would like to obtain information on archeological/historical sites.

Division of Historical Resources  
Florida Department of State  
R.A. Gray Building, MS-8  
Tallahassee, Florida 32399  
(850) 245-6312

17. Please identify natural resources on the property that are listed in the Florida Natural Areas Inventory.

The leased area consists of 90 acres and includes two spoil islands that are situated within Indian River Lagoon/Port of Ft. Pierce Inlet and turning basin. The natural communities found within the lease area consist of coastal berm (1.3 acres), coastal dune pond (0.05 acres), coastal strand (18.6 acres), mangrove swamp (37.3 acres), and the remaining 55 acres is open water.

18. Are any imperiled natural communities, unique natural features, or any State and federally listed endangered or threatened plant or animal species, on site?

YES  NO

If YES, please provide a specific description of how you plan to identify, locate, protect and preserve these species.

See Exhibit G for natural communities and Exhibit I for species information. Listed species, such as wading birds, shorebirds, seabirds, and sea turtles can be observed using the intertidal areas of the islands and the surrounding Indian River Lagoon. Similar to other islands managed by the State, both sites are passively managed and designated as recreational islands due to recreational and commercial pressures found within the Port of Ft. Pierce and Ft. Pierce Inlet. As such, this area is also excluded by the nearby Indian River Lagoon Aquatic Preserve boundary. Use is encouraged in less sensitive areas of the islands by providing picnic facilities in less sensitive areas. Pressures from boating traffic and recreational uses are typically less felt during the workweek, allowing wildlife to utilize shoals and sandbars, however these areas are prone to disturbance on the weekends. Should the State wish to assist in monitoring and establishing critical wildlife areas within any of the intertidal areas, the County would be supportive in exploring.

If you would like further information regarding natural resources or endangered species please contact the Florida Natural Areas Inventory (FNAI).

Florida Natural Areas Inventory  
1018 Thomasville Road, Suite 200-C  
Tallahassee, Florida 32303  
(850) 224-8207

19. Please identify the water resources including swamps, marshes or other wetlands, on the property including the water quality classification for each water body and if the water body has been designated "Outstanding Florida Waters".

The adjacent areas around both islands, as well as some of the fringe transitional wetland habitat and intertidal areas include both tidal swamp, oysters, and sea grasses. These areas are critical habitat for the health and survival of the Indian River Lagoon and considered important nursery habitat for fish and wildlife. Given that both islands are within the inlet and in proximity to the Port of Ft. Pierce turning basin, the waters around the islands are not designated "Outstanding Florida Waters," although the habitat quality is in very good health and receives constant tidal flushing from the Atlantic Ocean. This area was intentionally clipped out of the Indian River Lagoon Aquatic Preserve due to the activities associated with the port.

20. Are any known mineral resources, such as oil, gas and phosphates, or any unique natural features, such as coral reefs, beaches, dunes, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams, and outstanding native landscapes containing relatively unaltered flora, fauna, and geological features on site? YES  NO

If YES, Please identify and provide locations of these resources on a map.  
Appendix

21. Are there fish or wildlife resources (both game and non-game) on the property?

YES  NO  If YES, please describe:

The Indian River Lagoon has a lengthy species list of fish and wildlife resources. Common fish include species of shark, gar, catfish, eel, killifish, grouper, snook, seabass, jack, snapper, goby, flounder, mackerel, and barracuda. Birdlife consists of wading species, shorebirds, seabirds, songbirds, and both non-migratory and migratory species. Reptiles and amphibians include tree frogs, anoles, and the mangrove water snake. Mammals include bottle-nosed dolphin, manatee, raccoon, and marsh rabbit. A comprehensive species list is provided in Exhibit I.

**C. Use of the Property**

22. Please provide a statement of the purpose for which the lands were acquired, the projected use or uses as defined in Chapter 253.034, Florida Statutes, and the statutory authority you have for such uses.

The purpose for acquisition was to protect native plants, habitat, and wildlife, as well as provide recreational opportunities to the residents and visitors of St. Lucie County.

23. Please state the desired outcome for this property, and key management activities necessary to achieve the desired outcome, including public access.

The management goals and projected uses of these lands are to protect environmentally significant natural communities, protect and preserve native species and their habitats, maintain the land in a natural state as possible through invasive species control and restoration as needed, protect all resources, and to provide resource-based recreation.

24. Please state the single or multiple uses currently made of the property and if the property is single use, please provide an analysis of its potential for multiple-use.

Single  Multiple  use/s is/are:

The site will be managed as a single use facility as defined in Section 18-4.003 (15), Florida Administrative Code. Visitors travel to the islands by boat and require limited facilities. Uses include, but are not limited to, fishing, wading, swimming, sunbathing, picnicking, wildlife viewing, nature photography, and hiking.

25. Were multiple uses considered but not adopted? YES  NO

If YES, please describe why:

[Empty box for describing why multiple uses were not adopted]

26. Please provide an analysis of the potential use of private land managers to facilitate the restoration or management of these lands.

Given the isolated nature of the islands, the site is best managed passively with volunteers, county staff, and contractors. Periodic maintenance of the invasive species is provided by contractors hired by the County and the Florida Fish and Wildlife Conservation Commission's Upland Invasive Plant Management Program.

27. Please provide an analysis of the potential of the property to generate revenues to enhance the management of the property.

The natural state of the islands add value and revenue to Florida's tourism and nature-based learning industries. The islands are a popular destination and setting for sightseeing boat tours that frequent this area of the Lagoon. Organized resourced based summer camps also frequent the islands as part of their curriculum as an outdoor classroom. An organized approach to these uses, in combination with offering primitive camping could provide a revenue stream to enhance management of the property.

28. Describe the projected, current and recent past uses of the property, and any unauthorized uses, if known.

Uses include, but are not limited to, fishing, wading, swimming, sunbathing, picnicking, wildlife viewing, nature photography, and hiking. Both islands, especially Wesley's Island, is popular location or mooring vessels, such as sailboats and fishing boats. Camping is currently not an allowable use, but is a past and present use by locals, fishermen, and those on live-aboard vessels. Law enforcement typically intervenes for any camping noted for an extended period of time or due to impacts to the resource.

29. Do the planned uses impact renewable and non-renewable resources on the property?

YES  \_\_\_\_\_ NO \_\_\_\_\_

If YES, please describe what specific activities will be taken to protect or enhance and conserve those resources and to compensate/mitigate the damage that is caused by the impacting use.

Day use on the islands of the Indian River Lagoon can have impacts on the resources, not limited to over-use, wildlife disturbance, litter control, damage to intertidal habitat, and problems associated with human waste. The County partners with the Indian River Lagoon Aquatic Preserve staff and volunteers to incorporate, mitigate, and encourage best management practices such as leave no trace initiatives and monitoring of established critical wildlife areas. The County continues to encourage uses in less sensitive areas by providing picnic tables, signage, kiosks, and grills in strategic areas to mitigate impacts to more sensitive areas of the islands.

30. Should any parcels of land within or adjacent to the property be purchased because they are essential to management of the property? YES \_\_\_\_\_ NO  \_\_\_\_\_

If YES, please attach a map of this area. Appendix

31. Are there any portions of this property no longer needed for your use?

YES \_\_\_\_\_ NO  \_\_\_\_\_

If YES, please attach a map of this area.

32. Please describe what public uses and public access that would be consistent with the purpose for which this property was acquired.

Visitors travel to the islands by boat and require limited facilities. Consistent uses with the purpose for which the property was acquired includes, but are not limited to, fishing, wading, swimming, sunbathing, picnicking, wildlife viewing, nature photography, and hiking.

33. Assess the feasibility of managing the lands >40 contiguous acres as a recipient site for gopher tortoises consistent with rules of the Fish and Wildlife Conservation Commission, as prepared by the agency or cooperatively with a Fish and Wildlife Conservation Commission wildlife biologist.

Both islands are limited by insufficient size, forage, carrying capacity, depth to water table, and upland to provide or sustain short-term or long-term recipient sites for gopher tortoises. The islands exist in a dynamic coastal environment that makes the natural communities susceptible to storm surge, frequent washovers, and do not currently support a population of tortoises on site. St. Lucie County maintains staff as FWC permitted gopher tortoise agents and manages other recipient sites within the County. Although the leased area (90acres) is >40 acres, the upland management area is +/-20 acres (<40 acres) and the islands are not contiguous/connected.

34. Economic feasibility of establishing a gopher tortoise recipient site, including the initial cost, recurring management costs and the revenue projections.

Although tortoises are known to migrate and exist on isolated coastal islands in Florida, an effort to establish recipient sites on these islands is not feasible for both management or sustaining a healthy population. Although natural recruitment is possible, carrying capacity is highly limited. There is no economic feasibility to consider for these properties.

**D. Management Activities**

35. If more than one agency manages this property, describe the management responsibilities of each agency and how such responsibilities will be coordinated.

Eastern portions of Raccoon Island is included within the Ft. Pierce Inlet State Park boundary, the County coordinates management efforts as needed/warranted. County staff also regularly coordinates with the Indian River Lagoon Aquatic Preserve staff to better manage the resources found in the area.

36. Please discuss management needs and problems on the property including conservation of soil and water resources and control and prevention of soil erosion and water and soil contamination.

As with other spoil islands managed by the State, problems associated with camping, litter, and human waste are common problems noted by managers of the islands within the Indian River Lagoon. Implementing and encouraging users to use leave no trace ethics is seen as the most feasible solution in combination with volunteer cleanups and public service announcement campaigns.

37. Identify adjacent land uses that will conflict with the planned use of this property, if any.

Adjacent uses are compatible and much of the lease area is bordered by state park property or sovereign submerged state lands. As the Port of Fort Pierce develops responsibly, mitigation and improvement funding could provide additional benefits to the lease area.

38. Please describe measures used to prevent/control invasive, non-native plants.

In the last 5-10 years, St. Lucie County, through a series of grants, has removed the invasive exotic species from the islands and replanted each with a wide variety of native plants, meant to help establish/mimic native natural communities on the islands. Maintenance of the remaining invasive/pioneering invasive species is carried out annually with contractors funded by the County and the Florida Fish and Wildlife Conservation Commission Upland Invasive Plant Management Section (UIPMS).

39. Was there any public or local government involvement / participation in the development of this plan? YES  NO  If YES, please describe:

Mangrove swamp (aka tidal swamp) is listed as (G3 ) and (S3). This management plan was developed by St. Lucie County Environmental Resources Department in coordination with Florida Fish and Wildlife Conservation Commission and the Division of State Lands.

40. If an arthropod control plan has been established for this property, please include it as an attachment. (Attachment \_\_\_\_\_) If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the managing agency. See Chapter 388.4111 regarding mosquito control on public lands.

Not applicable, the older impoundments that exist within the northern fringes of Raccoon Island are considered abandoned and are not actively managed by mosquito control.

41. Management Goals – **The following 8 goals may not all be applicable to your site. Write N/A where appropriate. Also, please add as many goals, objectives, and measures as you wish.**

Core Objectives	Measure	Timeframe 2 yrs = Short Term 10 yrs = Long Term	Expenses and Manpower Budget
<b>1. <u>Habitat restoration and improvement (Description):</u></b>			
See # 5, no restoration or burning is required within the natural communities of the lease area as long as the invasive species are maintained.			
Prescribe burn <sup>NA</sup> _____ acres per year	_____ acres burned per year	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
Maintain <sup>NA</sup> _____ acres per year within target fire return interval.	_____ acres within fire return interval target	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Person \$ _____
Conduct habitat/natural community improvement on <sup>NA</sup> _____ acres	_____ acres with restoration underway	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Person \$ _____
Conduct habitat/natural community restoration activities on <sup>NA</sup> _____ acres.	_____ acres restored	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
Conduct timber harvest for the purposes of habitat restoration on <sup>NA</sup> _____ acres	_____ acres harvested	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____

<b>2</b>	<b><u>Public access and recreational opportunities (Description):</u></b> Maintain picnic facilities and monitor resources for management needs.		
Maintain public access and recreational opportunities to allow for a recreational carrying capacity of <u>0-100</u> visitors per day	<u>                    </u> visitor opportunities/day	Within 2 yrs <u>    </u> Within 10 yrs <u>  x  </u>	Expense \$ <u>5,000</u> Personnel \$ <u>                    </u>
Develop additional public access and recreational opportunities to allow for a carrying capacity of <u>NA</u> visitors/day	<u>                    </u> visitor opportunities/day	Within 2 yrs <u>    </u> Within 10 yrs <u>    </u>	Expense \$ <u>                    </u> Personnel \$ <u>                    </u>
Continue to provide <u>NA</u> interpretive/education programs	<u>                    </u> interpretive/education programs	Within 2 yrs <u>    </u> Within 10 yrs <u>    </u>	Expense \$ <u>                    </u> Personnel \$ <u>                    </u>
Develop <u>NA</u> new interpretive/education programs	<u>                    </u> interpretive/education programs	Within 2 yrs <u>    </u> Within 10 yrs <u>    </u>	Expense \$ <u>                    </u> Personnel \$ <u>                    </u>
<b>3</b>	<b><u>Hydrological preservation and restoration (Description):</u></b> See # 5, no restoration or hydrological improvements are required/contemplated for the lease area.		
Conduct or obtain a site assessment/study to identify potential hydrology restoration needs	Assessment conducted? Y <u>                    </u> N <u>  x  </u>	Within 2 yrs <u>    </u> Within 10 yrs <u>    </u>	Expense \$ <u>                    </u> Personnel \$ <u>                    </u>
Restore natural hydrologic condition and functions to <u>NA</u> acres on site	<u>    </u> acres for which hydrologic restoration is underway (planning, grant writing, earth moving, etc.)	Within 2 yrs <u>    </u> Within 10 yrs <u>    </u>	Expense \$ <u>                    </u> Personnel \$ <u>                    </u>

		NA _____ acres for which natural hydrologic conditions and function are restored	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
<b>4</b>	<b><u>Sustainable forest management (Description):</u></b>			
	The islands were cleared to remove the Australian pines and Brazilian pepper over the past several years. Although replanting and restoration efforts intend to restore canopy, the lease area is not suitable for timber or silviculture management to remote access and limited upland acreage.			
	Prepare & implement a silviculture management plan including reforestation, harvesting, prescribed burning, restoration, and timber stand improvement activities and goals.	Silviculture management plan complete? Y___N___  _____ acres treated	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
	Develop and implement a process for conducting stand descriptions and forest inventory including a GIS database containing forest stands, roads & other attributes ( including but not limited to: threatened & endangered species, archeological resources, exotic species locations, historical areas)	Complete GIS database and re-inventory all attributes every 3-5 years or as needed.	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
		_____ acres of forest inventoried annually	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
<b>5</b>	<b><u>Exotic and invasive species maintenance and control (Description):</u></b>			
	Each island is swept annually or every other year for invasive species maintenance based on staff evaluation. County staff routinely hosts volunteer days with the Treasure Coast Cooperative Invasive Species Management Area (TC CISMA) as well as submits projects to the FWC Upland Invasive Plant Species Management Section (UIPMS) for funding, which is ranked by the Treasure Coast IPMS Working Group as necessary.			

Annually treat <u>+/-20</u> acres of EPPC Category I and Category II invasive exotic plant species.	<u>+/-20</u> acres treated	Within 2 yrs <u>x</u> Within 10 yrs <u>   </u>	Expense \$ <u>15,000</u> Personnel \$ <u>          </u>
Implement control measures on exotic and nuisance animal species	<u>          </u> nuisance and exotic species for which control measures are implemented	Within 2 yrs <u>   </u> Within 10 yrs <u>   </u>	Expense \$ <u>          </u> Personnel \$ <u>          </u>
<b>6</b>	<b><u>Capital facilities and infrastructure (Description:</u></b>		
Maintain picnic facilities, kiosks, trails, and the outdoor classroom			
To maintain <u>picnic</u> facilities, <u>   </u> miles of roads, and <u>&lt;1</u> miles of trails existing on site (as applicable)	<u>   </u> facilities, <u>   </u> miles roads, <u>   </u> miles trails maintained	Within 2 yrs <u>   </u> Within 10 yrs <u>x</u>	Expense \$ <u>          </u> Personnel \$ <u>5,000</u>
To construct <u>   </u> facilities. <u>   </u> miles of roads, and <u>   </u> miles of trails (as applicable)	<u>   </u> facilities, <u>   </u> miles roads, <u>   </u> miles trails constructed	Within 2 yrs <u>   </u> Within 10 yrs <u>   </u>	Expense \$ <u>          </u> Personnel \$ <u>          </u>
To improve or repair <u>   </u> facilities. <u>   </u> miles of roads, and <u>   </u> miles of trails existing on site (as applicable)	<u>   </u> facilities, <u>   </u> miles roads, <u>   </u> miles trails improved or repaired	Within 2 yrs <u>   </u> Within 10 yrs <u>x</u>	Expense \$ <u>5,000</u> Personnel \$ <u>          </u>
<b>7</b>	<b><u>Cultural and Historical resources (Description:</u></b>		
No known cultural or historical resources exist within this lease area. Not applicable.			
Ensure all known sites are recorded in the FL Division of Historical Resources Master Site file	<u>   </u> of recorded sites	Within 2 yrs <u>   </u> Within 10 yrs <u>   </u>	Expense \$ <u>          </u> Personnel \$ <u>          </u>
Monitor <u>   </u> recorded sites and send updates to DHR Master Site file as needed	<u>   </u> of sites monitored	Within 2 yrs <u>   </u> Within 10 yrs <u>   </u>	Expense \$ <u>          </u> Personnel \$ <u>          </u>

	Bring ___ of ___ recorded sites/cultural resources into good condition	_____ of sites in good condition	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
8	<b><u>Imperiled species habitat maintenance, enhancement, restoration, or population restoration</u></b> <b><u>(Description:</u></b>			
	Not planned/not applicable.			
	Develop baseline imperiled species occurrence inventory list	Baseline imperiled species occurrence inventory list complete Y___N___	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
	Develop monitoring protocols for _____ selected imperiled species	_____ imperiled species for which monitoring protocols are developed	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
	Implement monitoring protocols for _____ imperiled species	_____ species for which monitoring is ongoing	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
	[If applicable, provide additional measurable objective(s) for new or ongoing species-specific management activities for each of the priority species such as population augmentation, translocations, nest box projects, etc.]	Examples: Project-specific quantity, _____ of nest boxes, # of individuals introduced or trans-located, etc.	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____

#### 42. Costs

Activity	Yearly Estimated Cost		
	Priority Cost	Other Management Cost	Cost Effective Methods
<u>Resource Management</u>	\$15,000 (contractors)	(staff time, monitoring, maintenance)	Grants, staff, volunteers, and inmate labor
<u>Administration</u>	10,000		
<u>Support</u>	5,000		

<u>Capital Improvements</u>	\$3,000		Maintenance of existing recreational facilities
<u>Recreation Visitor Services</u>	\$5,000		Maintenance, repairs, etc.
<u>Law Enforcement Activities</u>	10,000		

43. A finding regarding whether each planned use conforms to the appropriate policies and guidelines of the State Lands Management Plan is required. The Plan can be found at <https://floridadep.gov/lands/environmental-services/content/land-stewardship>, by writing to the State of Florida Department of Environmental Protection, Division of State Lands, Office of Environmental Services, 3900 Commonwealth Boulevard, Mail Station 140, Tallahassee, Florida 32399-3000, or by calling (850) 245-2784. Does this plan conform to the State Lands Management Plan?

YES  NO

44. Please provide the following contact information below:

Name:	Amy E. Griffin, Environmental Resources Department Director
Managing Agency:	St. Lucie County Environmental Resources Department
Address:	2300 Virginia Avenue Ft. Pierce, FL 34982
Phone:	772-462-2526 or 772-462-2531
Email Address:	griffina@stlucieco.org

Date Management Plan Prepared: 10/30/2022

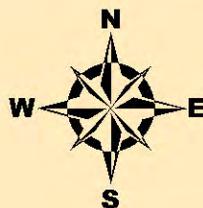
Please send this completed form and attachments to:

[james.parker@dep.state.fl.us](mailto:james.parker@dep.state.fl.us), Or  
to: Division of State Lands  
D.E.P. M.S. 140  
3900 Commonwealth Blvd.  
Tallahassee Fl. 32399-3000  
850-245-3045

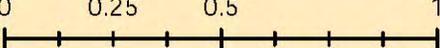


### Exhibit A. Location Map

 Raccoon & Wesley's Island



0 0.25 0.5 1 Miles

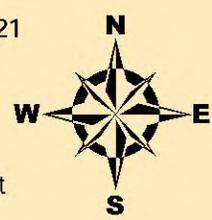
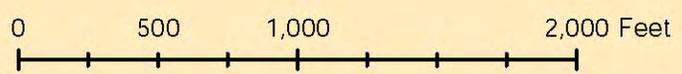



Prepared by SLC Environmental Resources



Exhibit B-1. Raccoon Island Aerial Map 2021

- Management Boundary
- FPISP



Prepared by SLC Environmental Resources

**Management Boundary  
(7.4 Acres)**

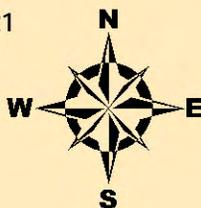
**Wesley's Island**

**Ft. Piece Inlet**

**Port of Ft. Pierce  
Indian River Lagoon**

**Exhibit B-2. Wesley's Island Aerial Map** 2021

 Management Boundary



0 150 300 600 Feet

Prepared by SLC Environmental Resources

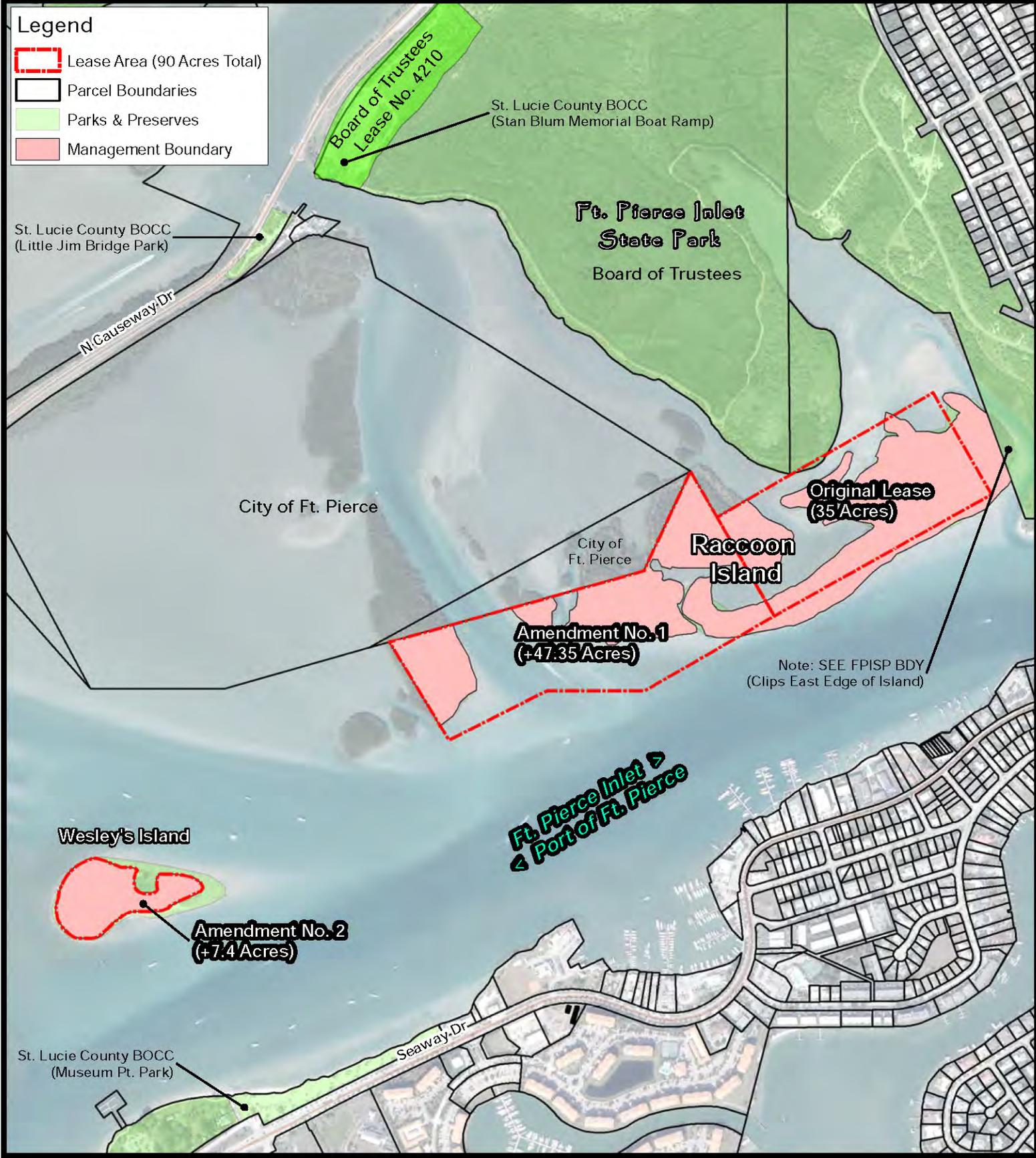
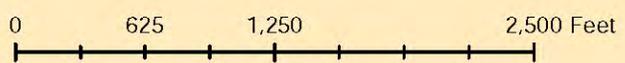
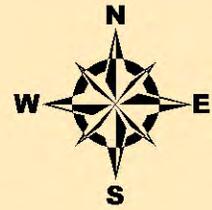


Exhibit C. Boundary & Title Interest Map



Prepared by SLC Environmental Resources



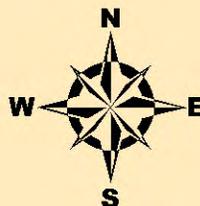
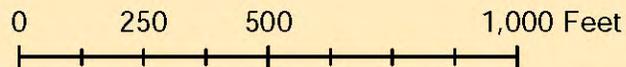
Informational Kiosk & Picnic Table

**Legend**

-  Kiosk
-  Outdoor Classroom
-  Picnic Table
-  Management Boundary

**Exhibit D-1. Raccoon Island  
Existing Improvements Map**

(Facility Locations Approximate)



Prepared by SLC Environmental Resources

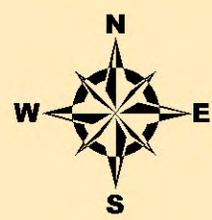
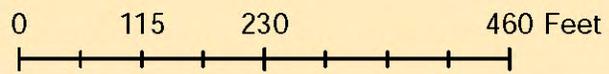


**Legend**

-  Kiosk
-  Outdoor Classroom
-  Picnic Table
-  Management Boundary

## Exhibit D-2. Wesley's Island Existing Improvements Map

(Facility Locations Approximate)

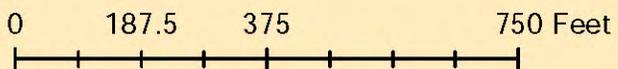
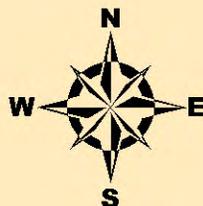


Prepared by SLC Environmental Resources



### Exhibit E-1. Raccoon Island Future Improvements Map

(Facility Locations Approximate)



Prepared by SLC Environmental Resources

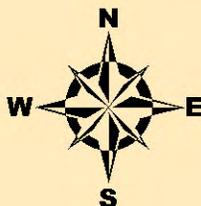
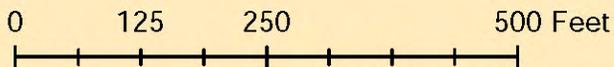


**Legend**

 Future Trails

### Exhibit E-2. Wesley's Island Future Improvements Map

(Facility Locations Approximate)

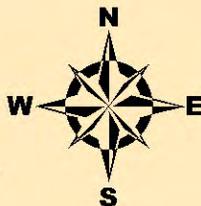


Prepared by SLC Environmental Resources



## Exhibit F. Proximity Map

- Project Site
- Parks and Preserves



Prepared by SLC Environmental Resources

# Natural Communities

- Coastal Berm (1.3Ac)
- Coastal Dune Pond (0.05Ac)
- Coastal Strand (18.6Ac)
- Mangrove Swamp (37.3Ac)

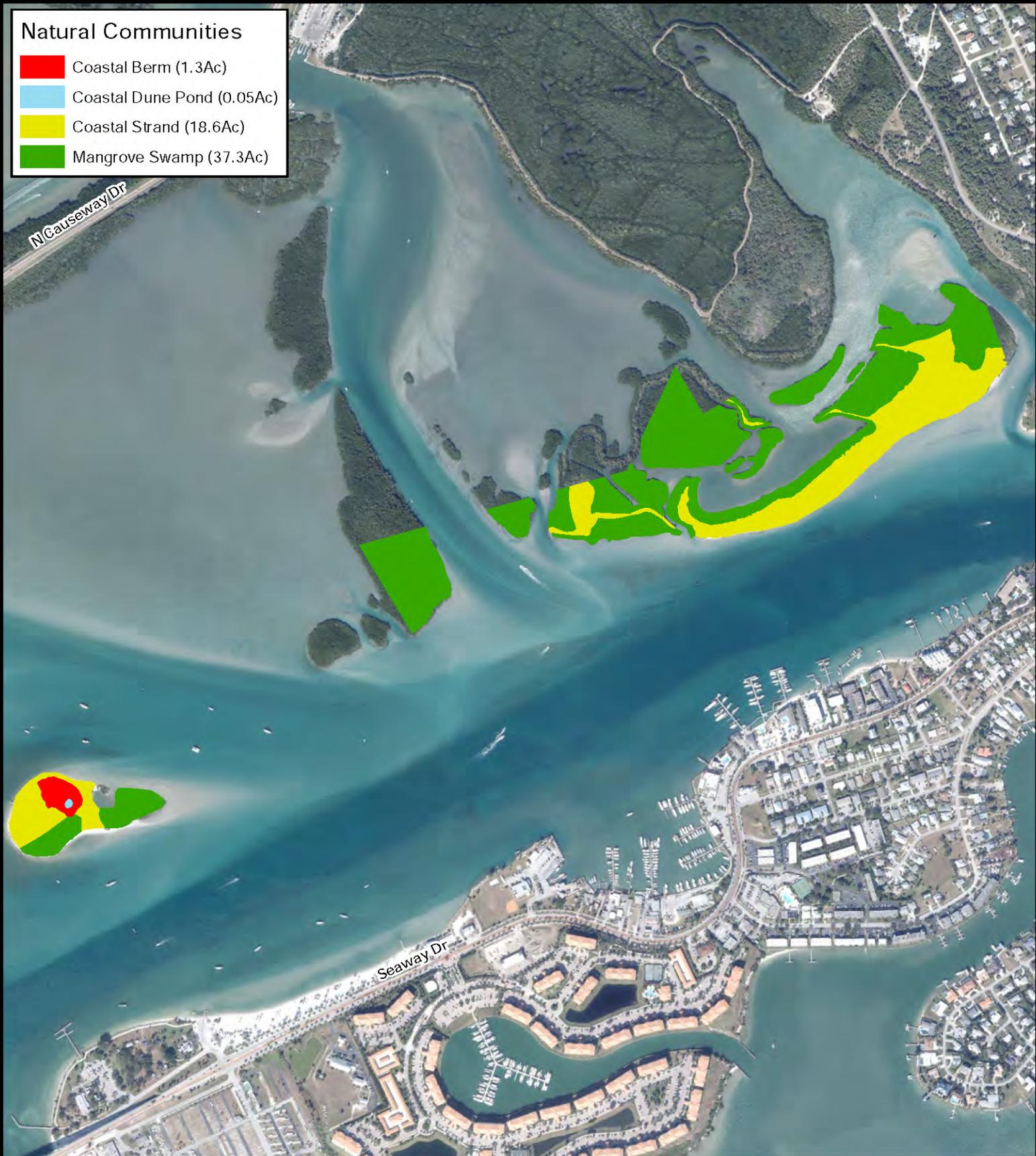
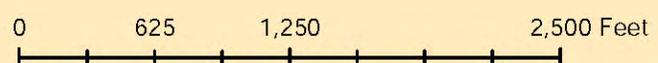


Exhibit G. Natural Communities Map



Prepared by SLC Environmental Resources

## Exhibit H: Species List

### Plants

Scientific Name	Common Name	Status
<i>Ambrosia hispida</i>	Coastal ragweed	
<i>Avicennia germinans</i>	Black mangrove	
<i>Baccharis halimifolia</i>	Saltbush	
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needle	
<i>Borrichia frutescens</i>	Sea oxeye daisy	
<i>Bursera simaruba</i>	Gumbo limbo	
<i>Caesalpinia bonduc</i>	Nickerbean	
<i>Canavalia rosea</i>	Beach bean	
<i>Capparis flexuosa</i>	Limber caper	
<i>Casuarina</i> spp.	Australian pine	
<i>Catharanthus roseus</i>	Madagascar periwinkle	NN
<i>Cenchrus spinifex</i>	Coastal sandbur	
<i>Chenopodium ambrosioides</i>	Mexican tea	
<i>Cnidoscolus stimulosus</i>	Tread softly	
<i>Coccoloba uvifera</i>	Seagrape	
<i>Colubrina asiatica</i>	Latherleaf	NN
<i>Conocarpus erectus</i>	Buttonwood	
<i>Conocarpus erectus</i>	Green buttonwood	
<i>Crotalaria spectabilis</i>	Showy rattlebox	
<i>Croton punctatus</i>	Beach tea	
<i>Cupaniopsis anacardioides</i>	Carrotwood	NN
<i>Cynophalla flexuosa</i>	Limber caper	
<i>Dactyloctenium aegyptium</i>	Crowsfoot grass	
<i>Dalbergia ecastaphyllum</i>	Coinvine	
<i>Distichlis spicata</i>	Saltgrass	
<i>Dodonaea viscosa</i>	Varnish leaf	
<i>Ernodea littoralis</i>	Beach creeper	
<i>Eugenia axillaris</i>	White stoppper	
<i>Eugenia foetida</i>	Spanish stopper	
<i>Eupatorium capillifolium</i>	Dog fennel	
<i>Eupatorium serotinum</i>	Late Flowering Thoroughwort	
<i>Eupatorium</i> sp	Dog Fennel	
<i>Ficus aurea</i>	Strangler fig	
<i>Flaveria linearis</i>	Seaside goldenrod	
<i>Forestiera segregata</i>	Coastal privet	
<i>Guilandina bonduc</i>	Nickerbean	
<i>Hamelia patens</i>	Firebush	
<i>Helianthus debilis</i>	Dune sunflower	
<i>Heliotropium angiospermum</i>	Scorpion's tail	
<i>Heliotropium curassavicum</i>	Seaside heliotrope	
<i>Heterotheca subaxillaris</i>	Camphorweed	
<i>Hymenocallis latifolia</i>	Beach spiderlily	
<i>Ipomoea pes-caprae</i>	Railroad-vine	
<i>Iva imbricata</i>	Beach elder	

**Plants (continued)**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Jasminum fluminense</i>	Brazilian jasmine	NN
<i>Laguncularia racemosa</i>	White mangrove	
<i>Lantana strigocamara</i>	Lantana camara	NN
<i>Ludwigia peruviana</i>	Primrose willow	
<i>Melothria pendula</i>	Creeping cucumber	
<i>Momordica charantia</i>	Balsam pear	NN
<i>Myrcianthes fragrans</i>	Simpson's stopper	
<i>Myrica cerifera</i>	Wax myrtle	
<i>Opuntia humifusa</i>	Eastern prickly pear	
<i>Panicum amarum</i>	Beach panicum	
<i>Panicum amarum</i>	Panic grass	
<i>Parthenocissus quinquefolia</i>	Virginia creeper	
<i>Phytolacca americana</i>	Pokeweed	
<i>Pluchea foetida</i>	Camphorweed	
<i>Plumbago zeylanica</i>	Plumbago (Doctor bush)	
<i>Poinsettia cyathophora</i>	Wild poinsettia	
<i>Portulaca pilosa</i>	Pink purslane	
<i>Psychotria nervosa</i>	Wild coffee	
<i>Quadrella jamaicensis</i>	Jamaican caper	
<i>Quercus geminata</i>	Sand live oak	
<i>Quercus virginiana</i>	Live oak	
<i>Randia aculeate</i>	Indigo berry	
<i>Rhizophora mangle</i>	Red mangrove	
<i>Rivina humilis</i>	Rouge plant	
<i>Sabal palmetto</i>	Cabbage palm	
<i>Sapindus saponaria</i>	Soapberry	
<i>Scaevola plumieri</i>	Inkberry	ST
<i>Scaevola sericea</i>	Hawaiian scaevola	NN
<i>Schinus terebinthifolius</i>	Brazilian pepper	NN
<i>Scleria spp.</i>	Nut grass	NN
<i>Serenoa repens</i>	Saw palmetto	
<i>Sesuvium portulacastrum</i>	Sea purslane	
<i>Smilax spp</i>	Greenbriar	
<i>Solanum viarum Dunal</i>	Tropical Soda Apple	NN
<i>Solidago pauciflosculosa</i>	Goldenrod	
<i>Spartina bakeri</i>	Sand cordgrass	
<i>Spartina patens</i>	Saltmeadow cordgrass	
<i>Sporobolus virginicus</i>	Seashore dropseed	
<i>Suriana maritima</i>	Bay cedar	
<i>Tribulus terrestris</i>	Puncture vine	NN
<i>Uniola paniculata</i>	Seaoat	
<i>Verbesina virginica</i>	Coastal frostweed	
<i>Vigna luteola</i>	Cow pea	
<i>Zamia integrifolia</i>	Coontie palm	
<i>Zanthoxylum clava-herculis</i>	Hercules club	

**Birds**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Ardea alba</i>	Great egret	
<i>Ardea herodias</i>	Great blue heron	
<i>Arenaria interpres</i>	Ruddy turnstone	
<i>Bubo virginianus</i>	Great horned owl	
<i>Bubulcus ibis</i>	African cattle egret	NN
<i>Calidris alba</i>	Sanderling	
<i>Cardinalis cardinalis</i>	Northern cardinal	
<i>Cathartes aura</i>	Turkey vulture	
<i>Charadrius vociferus</i>	Killdeer	
<i>Egretta caerulea</i>	Little blue heron	ST
<i>Egretta rufescens</i>	Reddish egret	ST
<i>Egretta thula</i>	Snowy egret	ST
<i>Egretta tricolor</i>	Tricolored heron	ST
<i>Eudocimus albus</i>	White ibis	ST
<i>Eudocimus ruber</i>	Scarlet ibis	NN
<i>Leucophaeus atricilla</i>	Laughing gull	
<i>Mimus polyglottos</i>	Northern mockingbird	
<i>Nycticorax nycticorax</i>	Black-crowned night heron	
<i>Pandion haliaetus</i>	Osprey	
<i>Passer domesticus</i>	House sparrow	NN
<i>Pelecanus erythrorhynchos</i>	American white pelican	
<i>Pelecanus occidentalis</i>	Brown pelican	
<i>Phalacrocorax auritus</i>	Double-crested cormorant	
<i>Platalea ajaja</i>	Roseate spoonbill	ST
<i>Rynchops niger</i>	Black skimmer	ST
<i>Sternula antillarum</i>	Least tern	ST
<i>Sturnus vulgaris</i>	European starling	NN
<i>Thalasseus maximus</i>	Royal tern	
<i>Tringa semipalmata</i>	Willet	
<i>Tringa solitaria</i>	Solitary sandpiper	
<i>Zenaidura macroura</i>	Mourning dove	

**Mammals**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Didelphis marsupialis</i>	Opossum	
<i>Geomys pinetis</i>	Pocket gopher	
<i>Lasiurus intermedius</i>	Eastern yellow bat	
<i>Nycticeius humeralis</i>	Evening bat	
<i>Podomys floridanus</i>	Florida mouse	SSC
<i>Procyon lotor</i>	Raccoon	
<i>Scalopus aquaticus</i>	Eastern mole	
<i>Sciurus carolinensis</i>	Eastern gray squirrel	
<i>Sylvilagus palustris</i>	Marsh rabbit	
<i>Tadarida brasiliensis</i>	Mexican free-tailed bat	
<i>Trichechus manatus</i>	West Indian manatee	FE
<i>Tursiops truncatus</i>	Atlantic bottlenose dolphin	

**Amphibians**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Acris gryllus</i>	Florida cricket frog	
<i>Amphiuma means</i>	Two-toed amphiuma	
<i>Bufo quercicus</i>	Oak toad	
<i>Bufo terrestris</i>	Southern toad	
<i>Gastrophryne carolinensis</i>	Eastern narrow-mouthed toad	
<i>Hyla cinerea</i>	Green treefrog	
<i>Hyla gratiosa</i>	Barking treefrog	
<i>Notophthalmus viridescens</i>	Peninsula newt	
<i>Osteopilus septentrionalis</i>	Cuban treefrog	NN
<i>Rana utricularia</i>	Southern leopard frog	
<i>Scaphiopus holbrooki</i>	Eastern spadefoot toad	

**Reptiles**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Anolis carolinensis</i>	Green anole	
<i>Anolis sagrei sagrei</i>	Brown anole	NN
<i>Basiliscus basiliscus</i>	Basilisk lizard	NN
<i>Caretta caretta</i>	Loggerhead sea turtle	FT
<i>Chelonia mydas</i>	Green sea turtle	FE
<i>Cnemidophorus sexlineatus</i>	Six-lined racerunner	
<i>Coluber constrictor</i>	Southern black racer	
<i>Crotalus adamanteus</i>	Eastern diamondback rattlesnake	
<i>Dermochelys coriacea</i>	Leatherback	FE
<i>Diadophis punctatus</i>	Southern ring-necked snake	
<i>Eretmochelys imbricata</i>	Hawksbill sea turtle	FE
<i>Eumeces egregious onocrepis</i>	Peninsula mole skink	
<i>Eumeces inexpectatus</i>	Southeastern five-lined skink	
<i>Iguana iguana</i>	Green iguana	NN
<i>Kinosternon baurii</i>	Striped mud turtle	ST
<i>Lampropeltis</i> sp.	King snake	
<i>Lepidochelys kempii</i>	Kemp's ridley sea turtle	FE
<i>Malaclemys terrapin tequesta</i>	Diamondback terrapin	
<i>Masticophis flagellum flagellum</i>	Eastern coachwhip snake	
<i>Micrurus fulvius</i>	Eastern coral snake	
<i>Nerodia clarkii taeniata</i>	Atlantic salt marsh snake	FT
<i>Opheodrys aestivus</i>	Rough green snake	
<i>Pantherophis alleghaniensis</i>	Rat snake	
<i>Pantherophis guttatus</i>	Corn snake	
<i>Pantherophis obsoleta quadrivittata</i>	Yellow rat snake	
<i>Sciencella lateralis</i>	Ground skink	
<i>Sternotherus odoratus</i>	Common musk turtle	
<i>Tantilla relicta pamlica</i>	Coastal dunes crowned snake	
<i>Terrapene carolina bauri</i>	Florida box turtle	

<b>Fish</b>		
<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Abudefduf saxatilis</i>	Sergeant major	
<i>Achirus lineatus</i>	Lined sole	
<i>Acipenser oxyrinchus oxyrinchus</i>	Atlantic sturgeon	FE
<i>Aetobatus narinari</i>	Spotted eagle ray	
<i>Agonostomus monticola</i>	Mountain mullet	
<i>Albula vulpes</i>	Bonefish	
<i>Alosa aestivalis</i>	Blueback herring	
<i>Aluterus schoepfi</i>	Orange filefish	
<i>Ameiurus nebulosus</i>	Brown bullhead	
<i>Amia calva</i>	Bowfin (mudfish)	
<i>Anchoa cubana</i>	Cuban anchovy	
<i>Anchoa hepsetus</i>	Striped anchovy	
<i>Anchoa lyolepis</i>	Dusky anchovy	
<i>Anchoa mitchilli</i>	Bay anchovy	
<i>Anchoa nasuta</i>	Longnose anchovy	
<i>Anguilla rostrata</i>	American eel	
<i>Archosargus probatocephalus</i>	Sheepshead	
<i>Arius felis</i>	Hardhead catfish	
<i>Astroscopus y-graccum</i>	Southern stargazer	
<i>Awaous banana</i>	River goby	
<i>Bagre marinus</i>	Gafftopsail catfish	
<i>Bairdiella chrysura</i>	Silver perch	
<i>Balistes capriscus</i>	Gray triggerfish	
<i>Balistidae</i>	Triggerfish, juvenile	
<i>Bathygobius soporator</i>	Frillfin goby (molly miller)	
<i>Brevoortia smithi</i>	Yellowfin menhaden	
<i>Brevoortia tyrannus</i>	Atlantic menhaden	
<i>Caranx bartholomaei</i>	Yellow jack	
<i>Caranx crysos</i>	Blue runner	
<i>Caranx hippos</i>	Crevalle jack	
<i>Caranx latus</i>	Horse-eye jack	
<i>Carcharhinus leucas</i>	Bull shark	
<i>Carcharhinus limbatus</i>	Blacktip shark	
<i>Carcharhinus plumbeus</i>	Sandbar shark	
<i>Centropomus ensiferus</i>	Swordspine snook	
<i>Centropomus parallelus</i>	Fat snook	
<i>Centropomus pectinatus</i>	Tarpon snook	
<i>Centropomus undecimalis</i>	Common snook	
<i>Cetopristis philadelphica</i>	Rock sea bass	
<i>Chaetodipterus faber</i>	Atlantic spadefish	
<i>Chasmodes saburrae</i>	Florida blenny	
<i>Chilomycterus schoepfi</i>	Striped burrfish	
<i>Chloroscombrus chrysurus</i>	Atlantic bumper	
<i>Cichlasoma urophthalmus</i>	Mayan cichlid	NN
<i>Citharichthys macrops</i>	Gulf whiff	

**Fish (continued)**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Citharichthys spilopterus</i>	Bay whiff	
<i>Clarias batrachus</i>	Walking catfish	NN
<i>Clupeidae</i>	Herring, juvenile	
<i>Cynoscion nebulosus</i>	Spotted seatrout	
<i>Cynoscion nothus</i>	Silver seatrout	
<i>Cynoscion regalis</i>	Weakfish	
<i>Cyprinodon variegatus</i>	Sheepshead minnow	
<i>Dasyatis americana</i>	Atlantic stingray	
<i>Dasyatis sabina</i>	Southern stingray	
<i>Dasyatis sayi</i>	Bluntnose stingray	
<i>Diapterus auratus</i>	Irish pompano	
<i>Diplectrum formosum</i>	Sand perch	
<i>Diplodus argenteus</i>	Silver porgy	
<i>Diplodus holbrooki</i>	Spotted pinfish	
<i>Dormitator maculatus</i>	Fat sleeper	
<i>Dorosoma cepedianum</i>	Gizzard shad	
<i>Dorosoma petenense</i>	Threadfin shad	
<i>Echeneis naucrates</i>	Sharksucker	
<i>Echeneis neucratoides</i>	Whitefin sharksucker	
<i>Eleotris pisonis</i>	Spinycheek sleeper	
<i>Eleotris</i> sp.	Sleeper	
<i>Elops saurus</i>	Ladyfish	
<i>Engraulidae</i>	Anchovy, juvenile	
<i>Enneacanthus gloriosus</i>	Bluespotted sunfish	
<i>Epinephelus itajara</i>	Goliath grouper	
<i>Epinephelus morio</i>	Red grouper	
<i>Epinephelus striatus</i>	Nassau grouper	
<i>Erimyzon sucetta</i>	Lake chubsucker	
<i>Erotelis smaragdus</i>	Emerald sleeper	
<i>Etropus crossotus</i>	Fringed flounder	
<i>Eucinostomus argenteus</i>	Spotfin mojarra	
<i>Eucinostomus gula</i>	Silver jenny	
<i>Eucinostomus harengulus</i>	Tidewater mojarra	
<i>Eugerres plumieri</i>	Striped mojarra	
<i>Evorthodus lyricus</i>	Lyre goby	
<i>Fistularia tabacaria</i>	Bluespotted cornetfish	
<i>Floridichthys carpio</i>	Goldspotted killifish	
<i>Fundulus chrysotus</i>	Golden topminnow	
<i>Fundulus confluentus</i>	Marsh killifish	
<i>Fundulus grandis</i>	Gulf killifish	
<i>Fundulus heteroclitus</i>	Mummichog	
<i>Fundulus seminolis</i>	Seminole killifish	
<i>Fundulus similis</i>	Longnose killifish	
<i>Galeichthys felis</i>	Sea catfish	
<i>Gambusia affinis</i>	Mosquitofish	

**Fish (continued)**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Gambusia holbrooki</i>	Eastern mosquitofish	
<i>Gerres cinereus</i>	Yellowfin mojarra	
<i>Gillellus</i> sp.	Sand stargazer	
<i>Gobiesox strumosus</i>	Skilletfish	
<i>Gobioides broussonneti</i>	Violet goby	
<i>Gobiomorus dormitor</i>	Bigmouth sleeper	
<i>Gobionellus boleosoma</i>	Darter goby	
<i>Gobionellus gracillimus</i>	Slim goby	
<i>Gobionellus hastatus</i>	Sharptail goby	
<i>Gobionellus oceanicus</i>	Small-scaled goby	
<i>Gobionellus pseudofasciatus</i>	Slashcheek goby	
<i>Gobionellus smaragdus</i>	Emerald goby	
<i>Gobionellus stigmaturus</i>	Spottail goby	
<i>Gobiosoma bosci</i>	Naked goby	
<i>Gobiosoma robustum</i>	Code goby	
<i>Gymnura micrura</i>	Smooth butterfly ray	
<i>Haemulon flavolineatum</i>	French grunt	
<i>Haemulon parra</i>	Sailor's choice	
<i>Haemulon plumieri</i>	White grunt	
<i>Haemulon sciurus</i>	Bluestriped grunt	
<i>Haemulon</i> sp.	Grunt	
<i>Halichoeres bivittatus</i>	Slippery dick	
<i>Harengula jagauna</i>	Scaled sardine	
<i>Heterandria formosa</i>	Least killifish	
<i>Hippocampus erectus</i>	Lined seahorse	
<i>Hippocampus hudsonius</i>	Northern seahorse	
<i>Hippocampus</i> sp.	Seahorse	
<i>Hippocampus zosterae</i>	Dwarf seahorse	
<i>Histrion histrio</i>	Sargassumfish	
<i>Hyleurochilus geminatus</i>	Crested blenny	
<i>Hyporhamphus unifasciatus</i>	Halfbeak	
<i>Ictalurus catus</i>	White catfish	
<i>Ictalurus natalis</i>	Yellow bullhead	
<i>Ictalurus punctatus</i>	Channel catfish	
<i>Jordanella floridae</i>	Flagfish	
<i>Labidesthes sicculus</i>	Brook silverside	
<i>Labrisomus nuchipinnis</i>	Hairy blenny	
<i>Lactophrys trigonus</i>	Trunkfish	
<i>Lactophrys triqueter</i>	Smooth trunkfish	
<i>Lagocephalus laevigatus</i>	Smooth puffer	
<i>Lagodon rhomboides</i>	Pinfish	
<i>Leiostomus xanthurus</i>	Spot	
<i>Lepisosteus platyrhincus</i>	Spotted gar	
<i>Lepisosteus</i> sp.	Gar	
<i>Lepomis gulosus</i>	Warmouth	

**Fish (continued)**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Lepomis macrochirus</i>	Bluegill	
<i>Lepomis marginatus</i>	Dollar sunfish	
<i>Lepomis microlophus</i>	Redear sunfish	
<i>Lepomis punctatus</i>	Spotted sunfish	
<i>Lobotes surinamensis</i>	Tripletail	
<i>Lophogobius cyprinoides</i>	Crested goby	
<i>Lucania goodei</i>	Bluefin killifish	
<i>Lucania parva</i>	Rainwater killifish	
<i>Lupinoblennius nicholsi</i>	Highfin blenny	
<i>Lutjanus analis</i>	Mutton snapper	
<i>Lutjanus apodus</i>	Schoolmaster	
<i>Lutjanus griseus</i>	Gray snapper	
<i>Lutjanus mahogoni</i>	Mahogany snapper	
<i>Lutjanus synagris</i>	Lane snapper	
<i>Megalops atlanticus</i>	Tarpon	
<i>Membras martinica</i>	Rough silverside	
<i>Menidia beryllina</i>	Inland silverside	
<i>Menidia peninsulae</i>	Tidewater silverside	
<i>Menidia</i> sp.	Silverside	
<i>Menticirrhus americanus</i>	Southern kingfish	
<i>Menticirrhus saxatilis</i>	Northern kingfish	
<i>Microgobius gulosus</i>	Clown goby	
<i>Microgobius thalassinus</i>	Green goby	
<i>Microphis brachyurus lineatus</i>	Opossum pipefish	
<i>Micropogonias undulatus</i>	Atlantic croaker	
<i>Micropterus salmoides</i>	Largemouth bass	
<i>Monacanthus hispidus</i>	Planehead filefish	
<i>Mugil cephalus</i>	Striped mullet	
<i>Mugil curema</i>	White mullet	
<i>Muraenidea</i>	Moray eel, larval	
<i>Myrophis punctatus</i>	Worm eel	
<i>Negaprion brevirostris</i>	Lemon shark	
<i>Nicholsina usta</i>	Emerald parrotfish	
<i>Notemigonus crysoleucas</i>	Golden shiner	
<i>Notropis maculatus</i>	Taillight shiner	
<i>Oligoplites saurus</i>	Leatherjacket	
<i>Ophichthus gomesi</i>	Shrimp eel	
<i>Ophidion marginatum</i>	Striped cusk-eel	
<i>Opisthognathus</i> sp.	Jawfish	
<i>Opisthonema oglinum</i>	Atlantic thread herring	
<i>Opsanus tau</i>	Oyster toadfish	
<i>Oreochromis hybrid</i>	Blue tilapia	NN
<i>Orthopristis chrysopterus</i>	Pigfish	
<i>Paralichthys albigutta</i>	Gulf flounder	
<i>Paralichthys lethostigma</i>	Southern flounder	

**Fish (continued)**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Plecostomus</i> sp.	Plecostomus	NN
<i>Poecilia latipinna</i>	Sailfin molly	
<i>Pogonias cromis</i>	Black drum	
<i>Polydactylus octonemus</i>	Threadfin	
<i>Pomatomus saltatrix</i>	Bluefish	
<i>Pomoxis nigromaculatus</i>	Black crappie	
<i>Porichthys porosissimus</i>	Atlantic midshipman	
<i>Prionotus scitulus</i>	Leopard searobin	
<i>Prionotus</i> sp.	Searobin	
<i>Prionotus tribulus</i>	Bighead searobin	
<i>Pristis pectinata</i>	Smalltooth sawfish	FE
<i>Pseudupeneus maculatus</i>	Yellow goatfish	
<i>Pterois miles</i>	Common lionfish	NN
<i>Pterois volitans</i>	Red lionfish	NN
<i>Pterygoplichthys disjunctivus</i>	Sailfin catfish	NN
<i>Raja eglanteria</i>	Clearnose skate	
<i>Rhinoptera bonasus</i>	Cownose ray	
<i>Rivulus marmoratus</i>	Mangrove rivulus	SSC
<i>Sardinella anchovia</i>	Spanish sardine	
<i>Sarotherodon melanotheron</i>	Blackchin tilapia	
<i>Scarus</i> sp.	Parrotfish	
<i>Sciaenops ocellatus</i>	Red drum (redfish)	
<i>Scomberomorus maculatus</i>	Spanish mackerel	
<i>Scorpaena brasiliensis</i>	Barbfish	
<i>Scorpaena grandicornis</i>	Plumed scorpionfish	
<i>Scorpaena plumieri</i>	Spotted scorpionfish	
<i>Scorpaena</i> sp.	Scorpionfish	
<i>Selene vomer</i>	Lookdown	
<i>Serranidae</i>	Seabass, juvenile	
<i>Sphoeroides maculatus</i>	Northern puffer	
<i>Sphoeroides nephelus</i>	Southern puffer	
<i>Sphoeroides spengleri</i>	Bandtail puffer	
<i>Sphoeroides testudineus</i>	Checkered puffer	
<i>Sphyraena barracuda</i>	Great barracuda	
<i>Sphyraena borealis</i>	Northern sennet	
<i>Sphyraena picudilla</i>	Southern sennet	
<i>Sphyrna lewini</i>	Scalloped hammerhead	
<i>Stellifer lanceolatus</i>	Star drum	
<i>Strongylura marina</i>	Atlantic needlefish	
<i>Strongylura notata</i>	Redfin needlefish	
<i>Strongylura</i> sp.	Needlefishes	
<i>Strongylura timucu</i>	Timucu	
<i>Symphurus plagiusa</i>	Blackcheek tonguefish	
<i>Syngnathus floridae</i>	Dusky pipefish	
<i>Syngnathus louisianae</i>	Chain pipefish	

**Fish (continued)**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Syngnathus scovelli</i>	Gulf pipefish	
<i>Synodus foetens</i>	Inshore lizardfish	
<i>Tilapia mariae</i>	Spotted tilapia	NN
<i>Trachinotus carolinus</i>	Common pompano	
<i>Trachinotus carolinus</i>	Florida pompano	
<i>Trachinotus falcatus</i>	Permit	
<i>Trichiurus lepturus</i>	Atlantic cutlassfish	
<i>Trinectes maculatus</i>	Hogchoker	
<i>Tylosurus</i> sp.	Houndfish	
<i>Vomer setapinnis</i>	Atlantic moonfish	

**Shrimp and Crabs**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Alpheus heterochaelis</i>	Bigclaw snapping shrimp	
<i>Armases cinereum</i>	Squareback marsh crab	
<i>Callinectes bocourti</i>	Swimming crab	
<i>Callinectes ornatus</i>	Ornate crab	
<i>Callinectes sapidus</i>	Blue crab	
<i>Cardisoma guanhumi</i>	Great land crab	
<i>Clibanarius vittatus</i>	Thinstripe hermit crab	
<i>Clibanarius vittatus</i>	Striped hermit crab	
<i>Eurytium limosum</i>	Broad-backed mud crab	
<i>Heterocrypta granulata</i>	Pentagon crab	
<i>Hexapanopeus angustifrons</i>	Narrow mud crab	
<i>Libinia dubia</i>	Spider crab	
<i>Limulus polyphemus</i>	Horseshoe crab	
<i>Macrobrachium acanthurus</i>	Cinnamon river shrimp	
<i>Macrobrachium</i> sp.	Long-arm prawn	
<i>Menippe mercenaria</i>	Stone crab	
<i>Neopanope sayi</i>	Say's mud crab	
<i>Palaemon floridanus</i>	Florida grass shrimp	
<i>Palaemonetes cf. pugio</i>	Grass shrimp	
<i>Palaemonetes vulgaris</i>	Grass shrimp	
<i>Panopeus herbstii</i>	Atlantic mud crab	
<i>Panulirus argus</i>	Spiny lobster	
<i>Penaeus aztecus</i>	Brown shrimp	
<i>Penaeus duorarum</i>	Pink shrimp	
<i>Penaeus setiferus</i>	White shrimp	
<i>Petrolisthes armatus</i>	Green porcelain crab	
<i>Pinnotheres ostreum</i>	Oyster pea crab	
<i>Procambridae</i> spp.	Crayfish	
<i>Rhithropanopeus harrisi</i>	Harris's mud crab	
<i>Sesarma</i> sp.	Mangrove crab	
<i>Squilla empusa</i>	Common mantis shrimp	
<i>Uca pugnator</i>	Atlantic sand fiddler crab	
<i>Uca pugnax rapax</i>	Mud fiddler crab	

**Mollusks/Snails**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Aplysia brasiliana</i>	Sooty sea hare	
<i>Boonea impressa</i>	Oyster mosquito	
<i>Busycon contrarium</i>	Lightening whelk	
<i>Busycon spiratum</i>	Pear whelk	
<i>Cerithiopsis emersoni</i>	Awl miniature cerith	
<i>Cerithiopsis greeni</i>	Green's miniature cerith	
<i>Cerithium atratum</i>	Florida cerith	
<i>Crepidula astrasolea</i>	Eastern slipper shell	
<i>Crepidula convexa</i>	Convex slipper shell	
<i>Crepidula fornicata</i>	Atlantic slipper shell	
<i>Diodora cayensis</i>	Keyhole limpet	
<i>Doriopsilla pharpa</i>	Lemon drop sea slug	
<i>Eupleura caudata</i>	Thick-lipped drill	
<i>Fasciolaria hunteria</i>	Banded tulip	
<i>Fasciolaria mlipa</i>	True tulip	
<i>Gastropoda spp.</i>	Snail	
<i>Littorina irrorata</i>	Marsh periwinkle	
<i>Melampus bidentatus</i>	Common marsh snail	
<i>Melongena corona</i>	Crown conch	
<i>Nassarius vibex</i>	Common nassa; mottled dog whelk	
<i>Neritidae spp.</i>	Nerite snail	
<i>Pleuroploca gigantean</i>	Florida horse conch	
<i>Polinices duplicates</i>	Atlantic moon snail	
<i>Pyrgocythara plicosa</i>	Plicate mangelia	
<i>Terebra salleana</i>	Salle's auger snail	
<i>Thais haemastoma floridana</i>	Florida rock snail	
<i>Urosalpinx cinerea</i>	Atlantic oyster drill	

**Clams, Mussels, Oysters**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Anadara ovalis</i>	Blood ark	
<i>Anadara transversa</i>	Tranverse ark	
<i>Anomia simplex</i>	Jingle shell	
<i>Atrina rigida</i>	Pen shell	
<i>Brachidonetes exuctus</i>	Scorched mussel	
<i>Congeria leucophaeta</i>	False muscle	
<i>Crassostrea virginica</i>	Eastern oyster	
<i>Donax variabilis</i>	Coquina shells	
<i>Eurypanopeus depressus</i>	Flat mud crab	
<i>Geukensia demissa</i>	Ribbed mussel	
<i>Lithophaga bisulcata</i>	Mahogany date mussel	
<i>Martesia cuneiformis</i>	Striated wood paddock	
<i>Mercenaria mercenaria</i>	Hard shelled clam	
<i>Modiolus americans</i>	Tulip mussel	
<i>Mytella charruana</i>	Charru mussel	
<i>Perna viridis</i>	Asian green mussel	NN

**Clams, Mussels, Oysters (continued)**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Pseudocyena floridiana</i>	Florida marsh clam	
<i>Rangia cuneata</i>	Rangia clam	
<i>Tagelus divisus</i>	Jacknife clam	
<i>Venus sp.</i>	Quahog clam	

**Segmented worms**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Hydroides spp.</i>	Tube worms	
<i>Neanthes spp.</i>	Nereid polychaete worm	
<i>Oligochaeta sp.</i>	Oligochaete worm	
<i>Paludora websteri</i>	Oyster mud worm	
<i>Phyllodoce fragilis</i>	Green oyster worm	
<i>Polychaeta sp.</i>	Polychaete worm	
<i>Sabella spp.</i>	Feather duster worm	

**Jellyfishes & Combjellies**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Aurelia aurita</i>	Moon jellyfish	
<i>Cassiopeia xamachana</i>	Upside-down jelly	
<i>Physalia physalis</i>	Portuguese man o' war	
<i>Stomolophus meleagris</i>	Cannonball jellyfish	
<i>Mnemiopsis leidyi</i>	Comb jelly	

**Starfish, Brittle Stars, Sea Urchin, Sand Dollars**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Axiognathus squamatus</i>	Brooding brittle star	
<i>Ophionereis reticulata</i>	Reticulated brittle star	

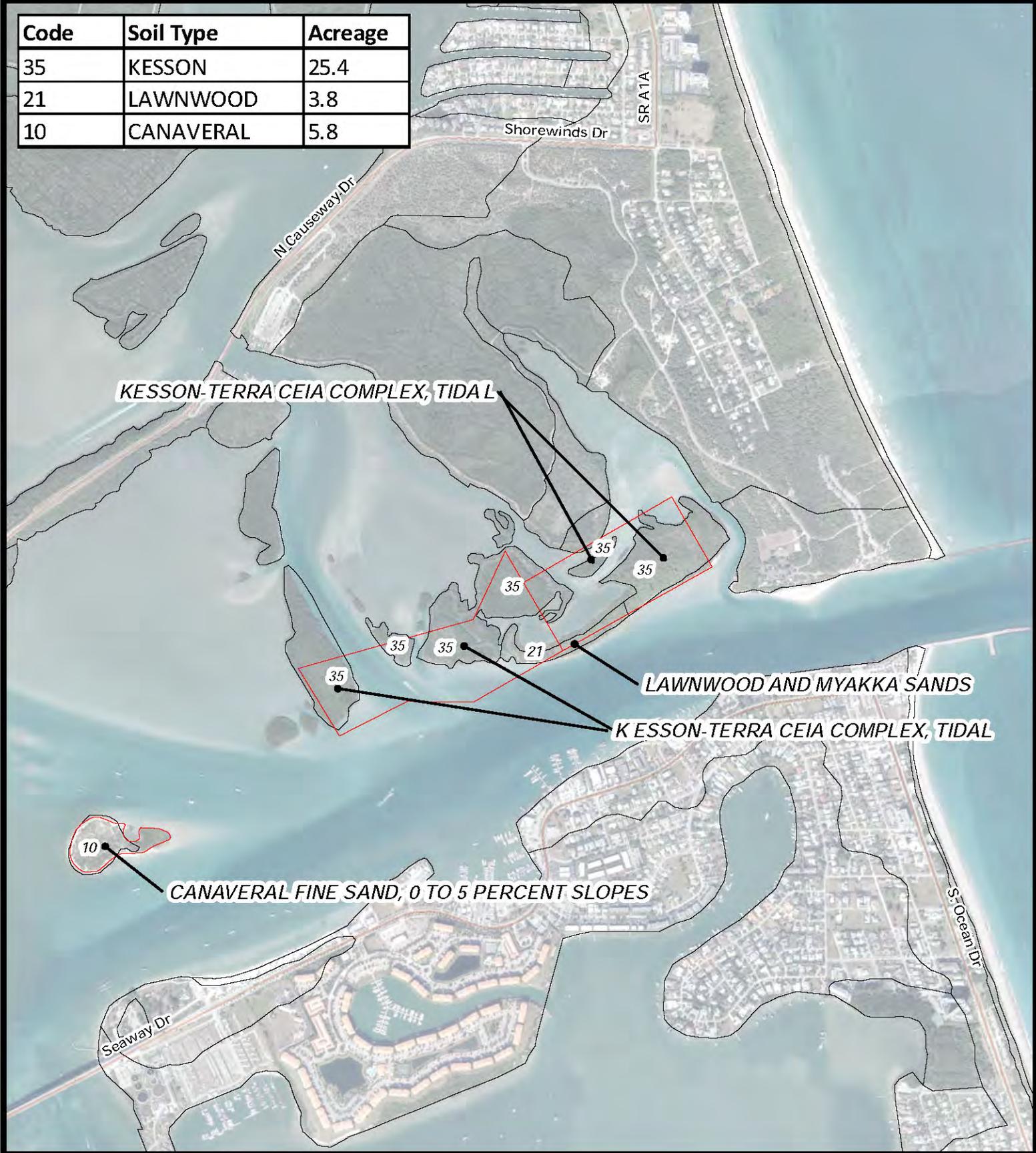
**Sponges**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Status</b>
<i>Cliona spp.</i>	Boring sponge	
<i>Halichondria melandocia</i>	Black volcano sponge	
<i>Hymeniacidon heliophila</i>	Sun sponge	

**Status Key:**

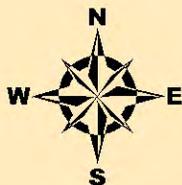
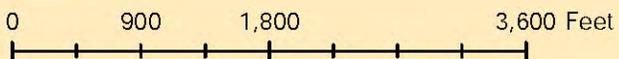
- FT = Federally and State-Designated Threatened • FE = Federally and State Designated Endangered  
 • ST = State Designated Threatened • SE = State Designated Endangered  
 • SSC = State Species of Special Concern • CE = Commercially Exploited • NN = Non-native

Code	Soil Type	Acreage
35	KESSON	25.4
21	LAWNWOOD	3.8
10	CANAVERAL	5.8



### Exhibit I. Soils Map

-  Soil Layer Boundary
-  Lease Area



Prepared by SLC Environmental Resources

EXHIBIT J. LEASE RELATED DOCUMENTS

OAL2

(1) 4164

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

LEASE AGREEMENT

COON ISLAND

Lease No. 4164

THIS LEASE AGREEMENT, made and entered into this 6<sup>th</sup> day of OCTOBER 1997, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and ST. LUCIE COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of St. Lucie, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".

3. TERM: The term of this lease shall be for a period of 50 years commencing on OCTOBER 6, 1997 and ending on OCTOBER 5, 2047 unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as

34, 35  
36  
34S-  
40E  
2, 3  
35S  
40E

necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Chapter 18-2, Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said

leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance

with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and

the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be

deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection  
Division of State Lands  
Bureau of Land Management Services, M. S. 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000

LESSEE: St. Lucie County Board of County Commissioners  
2300 Virginia Avenue  
Ft. Pierce, Florida 34982

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises

or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or

expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Land's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this

lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with Paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or

encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building

and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease, reasonable wear and tear excepted; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.

37 GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SIGNS: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.

39. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

40. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of the execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

41. SPECIAL CONDITIONS: The following special condition shall apply to this lease:

1. Any recreational development of Coon Island by LESSEE will be concentrated at the eastern end of the island, and shall not encroach on that portion of the island conveyed by the State of Florida Board of Trustees of the Internal Improvement Trust Fund to the City of Ft. Pierce by Deed No. 17895 dated May 28, 1929.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Daniel T. Crabb (SEAL)  
CHIEF, BUREAU OF LAND MANAGEMENT SERVICES, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

Cheryl Granger  
Witness

Cheryl Granger  
Print/Type Witness Name

Jenna Bridges  
Witness

Jenna Bridges  
Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

6th day of October 1997, by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me or who has produced N/A as identification.

Patricia Toloday  
Notary Public, State of Florida

(SEAL)

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Sam H. Herlihy  
DEP Attorney



ST. LUCIE COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

Elizabeth T. Martin  
Witness

By: Gary D. Charles Sr

Elizabeth T. Martin  
Print/Type Witness Name

Gary D. Charles, Sr.  
Print/Type Name

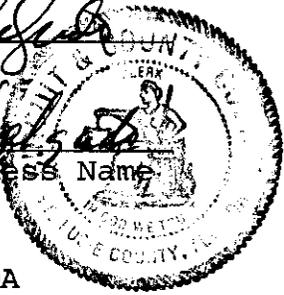
A. Millie Delgado  
Witness

Title: Chairman

A. Millie Delgado  
Print/Type Witness Name

"LESSEE"

(OFFICIAL SEAL)



STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 9th day of SEPTEMBER 1997, by Gary D. Charles, Sr., as Chairman, on behalf of the Board of County Commissioners, St. Lucie County, Florida. He she is personally know to me.



MONICA L. TAIBL  
My Comm Exp. 5/10/2001  
Bonded By Service Ins  
No. CC635901  
 Personally Known  Other I.D.

Monica L. Taibl  
Notary Public, State of Florida

Monica L. Taibl  
Print/Type Notary Name

Commission Number: CC635901

Commission Expires: 5/10/2001

APPROVED AS TO FORM  
AND CORRECTNESS:  
[Signature]  
COUNTY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

A tract or parcel of land located in Sections 34, 35, and 36 of Township 34 South, Range 40 East, and Sections 2 and 3 of Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Commencing at a point of reference, a concrete monument with bronze disk center stamped by the U. S. G. L. O., said point of reference being situated on the barrier beach between Indian River and the Atlantic Ocean, approximately 400 feet south of Fort Pierce Inlet, and said point of reference being U. S. G. L. O. quarter section corner on the Township line marking the south line of Section 36, Township 34 South, Range 40 East, and the north line of Section 1, Township 35 South, Range 40 East. From this point of reference run North 89° 35' W. along the Township line dividing Townships 34 South and 35 South, a distance of 4,293.8 feet to a point of beginning.

34,35,  
36

From the point of beginning run S. 61° 49' 57" W., parallel to the ship channel and 700 feet north thereof, 3,570 feet to a point; thence N. 28° 10' 03" W., 3,730 feet, more or less, to a point of intersection with western and southern boundary line of submerged lands of the City of Fort Pierce, Florida; thence continuing along said boundary line S. 41° 26' E., 2,000 feet to a point; thence S. 89° 35' E., 1,200 feet to a point; thence N. 74° 00' E., 3,200 feet to a point; thence N. 24° 00' E., 800 feet to a point; thence leaving the said boundary line of the submerged lands of the City of Fort Pierce S. 28° 10' 03" E., 400 feet to a point; thence N. 61° 49' 57" E., 1,800 feet to a point; thence S. 28° 10' 03" E., 850 feet to a point; thence S. 61° 49' 57" W., 2,800 feet to a point; thence N. 89° 35' W., 700 feet to the point of beginning. The inclosed described area is situated and lying in Sections 34, 35 and 36 of Township 34 South, Range 40 East, and Sections 2 and 3 of Township 35 South, Range 40 East, St. Lucie County, Florida; less and except all that portion of the above described tract lying southwest of the northeast 1800 feet of said tract and lying south of a line parallel to and 1750 feet northwesterly of the centerline of the ship channel between Ft. Pierce Inlet and Ft. Pierce Harbor, and west of a line parallel to and 1250 feet east of the east right of way line of the Intracoastal Waterway.

34S  
40E

2,3

35S  
40E

The above described tract less the exceptions contains 55.35 acres, more or less;

being a portion of the same property over and upon which there was conveyed to the United States of America, without cost, a perpetual easement for the deposit of dredged material by Grant in Perpetuity, dated 16 December 1936, or record in Deed Book 90 at page 145, of the Public Records of St. Lucie County, Florida, said grant having been executed by the Trustees of the Internal Improvement Trust Fund of the State of Florida, and by Grant in Perpetuity, dated 24 June 1958, of record in Deed Book 241, Page 28, of the Public records of St. Lucie County, Florida, said

grant having been executed by the Trustees of the Internal Improvement Trust Fund of the State of Florida.

LESS AND EXCEPT

Beginning at a point on the North boundary of Section 34, Township 34 South, Range 40 East, 2,008 feet West of the N. E. Corner;

Run South 3,000 feet;

Thence South 41 degrees 26 minutes East, 3,041 feet to the S. E. Corner of Section 34; thence East along South boundary of Sec. 35, 1,200 feet;

Thence North 74 degrees 00 minutes East 3,200 feet;  
Thence North 24 degrees 00 minutes East 800.00 feet;  
Thence North 57 degrees 11 minutes West 2,709.00 feet;  
Thence North 16 degrees 05 minutes West 222.60 feet;  
Thence North 75 degrees 12 minutes West 615.60 feet;  
Thence South 59 degrees 23 minutes West 166.50 feet;  
Thence North 67 degrees 23 minutes West 984.10 feet;  
Thence North 54 degrees 01 minutes East 128.00 feet;  
Thence North 43 degrees 43 minutes East 734.80 feet;  
Thence North 20 degrees 06 minutes East 537.20 feet;  
Thence North 21 degrees 12 minutes West 345.80 feet;  
Thence South 55 degrees 56 minutes West 300.00;  
Thence South 40 degrees 14 minutes West 200 feet;  
Thence South 17 degrees 00 minutes West 137.90 feet;  
Thence South 66 degrees 22 minutes West 887.10 feet;  
Thence South 72 degrees 47 minutes West 64.20  
Thence South 47 degrees 12 minutes West 1,362.00 feet;  
Thence West 1,008.00 feet

to the point of beginning as above described; containing 475.63 acres, more or less.

All lying and being in Sections 34 and 35, Township 34 South, Range 40 East, St. Lucie County, Florida.

The same being Tract No. 3 St. Lucie County, submerged lands of Internal Improvement Trust Fund of the State of Florida.

AND

All those submerged lands below the ordinary or mean high water line.

(2) 4164

ATL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 1 TO LEASE NUMBER 4164

THIS LEASE AMENDMENT is entered into this 6th day of November, 1998, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and ST. LUCIE COUNTY, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on October 6, 1997, LESSOR and LESSEE entered into Lease Number 4164; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4164 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 4164 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

35

34S-  
40E

2  
35S  
40E

IN WITNESS WHEREOF, the parties have caused this Lease  
Amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Deidre Mordica  
Witness

Deidre Mordica  
Print/Type Witness Name

Susan Beckett  
Witness

Susan Beckett  
Print/Type Witness Name

By: Daniel T. Crabb (SEAL)  
DANIEL T. CRABB, CHIEF,  
BUREAU OF PUBLIC LAND  
ADMINISTRATION, DIVISION  
OF STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
6<sup>th</sup> day of NOVEMBER, 1998, by Daniel T. Crabb, as  
Chief, Bureau of Public Land Administration, Division of State  
Lands, Florida Department of Environmental Protection, as agent  
for and on behalf of the Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida. He is personally  
known to me.

Keith E. Clayton  
Notary Public, State of Florida  
Print/Type Notary Name

Commission Number:



Keith E. Clayton  
MY COMMISSION # CC677553 EXPIRES  
September 4, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.

Commission Expires:

Approved as to Form and Legality

By: Sam H. Hein  
DEP Attorney

ST. LUCIE COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

Michele [Signature]  
Witness

By: Gary D. Charles Sr. (SEAL)

A. Millie [Signature]  
Print/Type Witness Name

Gary D. Charles Sr.  
Print/Type Name

Richard A. Bouchard  
Witness

Title: Chairman

Richard A. Bouchard  
Print/Type Witness Name

"LESSEE"  
(OFFICIAL SEAL)  
**APPROVED AS TO FORM  
AND CORRECTNESS:**  
[Signature]  
**COUNTY ATTORNEY**

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 20th day of October, 1998, by Gary D. Charles Sr. as Chairman, on behalf of the Board of County Commissioners, St. Lucie County, Florida. He/she is personally known to me.

Charlene A. Furtado  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

 **Charlene A. Furtado**  
**MY COMMISSION # CC668035 EXPIRES**  
**September 24, 2001**  
**BONDED THRU TROY FAIR INSURANCE, INC.**

EXHIBIT A

A PARCEL OF LAND LYING IN SECTION 35, T-34-S, R-40-E, AND SECTION 2, T-35-S, R-40-E, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE MONUMENT WITH BRONZE DISK STAMPED BY THE U.S.G.L.O., SAID POINT MARKING THE 1/4 SECTION CORNER ON THE TOWNSHIP LINE MARKING THE SOUTH LINE OF SECTION 36, T-34-S, R-40-E, AND THE NORTH LINE OF SECTION 1, T-35-S, R-40-E; THENCE N 89°35'00" W ALONG SAID TOWNSHIP LINE A DISTANCE OF 4293.8' FEET TO THE POINT OF BEGINNING; SAID POINT BEING 1750' NORTHWESTERLY OF THE CENTER LINE OF THE SHIP CHANNEL BETWEEN FT. PIERCE INLET AND FT. PIERCE HARBOR; THENCE S 61°49'57" W PARALLEL WITH THE CENTERLINE OF SAID SHIP CHANNEL A DISTANCE OF 800 FEET; THENCE N 28°10'03" W A DISTANCE OF 831.56 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN DEED BOOK 81, PAGE 111 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE N 74°00'00" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 1910.51 FEET; THENCE N 24°00'00" E A DISTANCE OF 800 FEET; THENCE S 28°10'03" E A DISTANCE OF 1250 FEET; THENCE S 61°49'57" W A DISTANCE OF 1082.32 FEET TO A POINT ON THE NORTH LINE OF SECTION 2, T-35-S, R-40-E; THENCE N 89°35'00" W ALONG SAID SECTION LINE A DISTANCE OF 700 FEET TO THE POINT OF BEGINNING.

35  
34S  
40E

LESS AND EXCEPT ALL THAT PORTION OF LAND LYING BELOW THE MEAN HIGH WATER LINE.

BEARING BASE: THE NORTH LINE OF SECTION 2, T-35-S, R-40-E, BEARS N 89°35'00" W AS DESCRIBED WITHIN EXHIBIT "A" OF THE LEASE (LEASE NO. 4164) AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND ST. LUCIE COUNTY.

2  
35S  
40E



This instrument prepared by:  
Jay Sircy  
Department of Environmental Protection  
Bureau of Public Administration  
Division of State Lands  
3900 Commonwealth Blvd. MS 130  
Tallahassee, Florida 32399-3000  
AID# 38516

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 4485684 10/01/2018 08:35:05 AM  
OR BOOK 4186 PAGE 407 - 411 Doc Type: LEASE  
RECORDING: \$44.00

ATL1

[ 7.4 +/- acres ]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA**

C97-10-105

**AMENDMENT NUMBER 2 TO LEASE NUMBER 4164**

THIS LEASE AMENDMENT is entered into this 1<sup>st</sup> day of September, 20 18 by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR" and the **ST. LUCIE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE";

WITNESSETH:

**WHEREAS**, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

**WHEREAS**, on October 6, 1997, LESSOR and LESSEE entered into Lease Number 4164 (the "lease"); and

**WHEREAS**, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4164 is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4164, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number 2 to Lease Number 4164 is hereby binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

WITNESSES:

David Lee Fewell  
Original Signature

DAVE FEWELL  
Print/Type Name of Witness

Terri D. Gross  
Original Signature

TERRI D. GROSS  
Print/Type Name of Witness

**BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA**

BY: Cheryl C. McCall (SEAL)

Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

“LESSOR”

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of SEPTEMBER, 2018, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:  
[Signature] 08-01-2018  
DEP Attorney Date

David Lee Fewell  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. \_\_\_\_\_



ST. LUCIE COUNTY, FLORIDA, a political subdivision of the State of Florida

By its Board of County Commissioners (SEAL)

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

BY:

Frannie Hutchinson, Chair

ATTEST

Deputy Clerk



"LESSEE"

APPROVED AS TO FORM AND CORRECTNESS:

County Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 21 day of August, 2018, by Frannie Hutchinson, Chair of the Board of County Commissioners, for and on behalf of St. Lucie County, Florida, a political subdivision of the State of Florida. She is personally known to me or produced as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

Commission/Serial No.

My Commission Expires:



**Exhibit "A"**

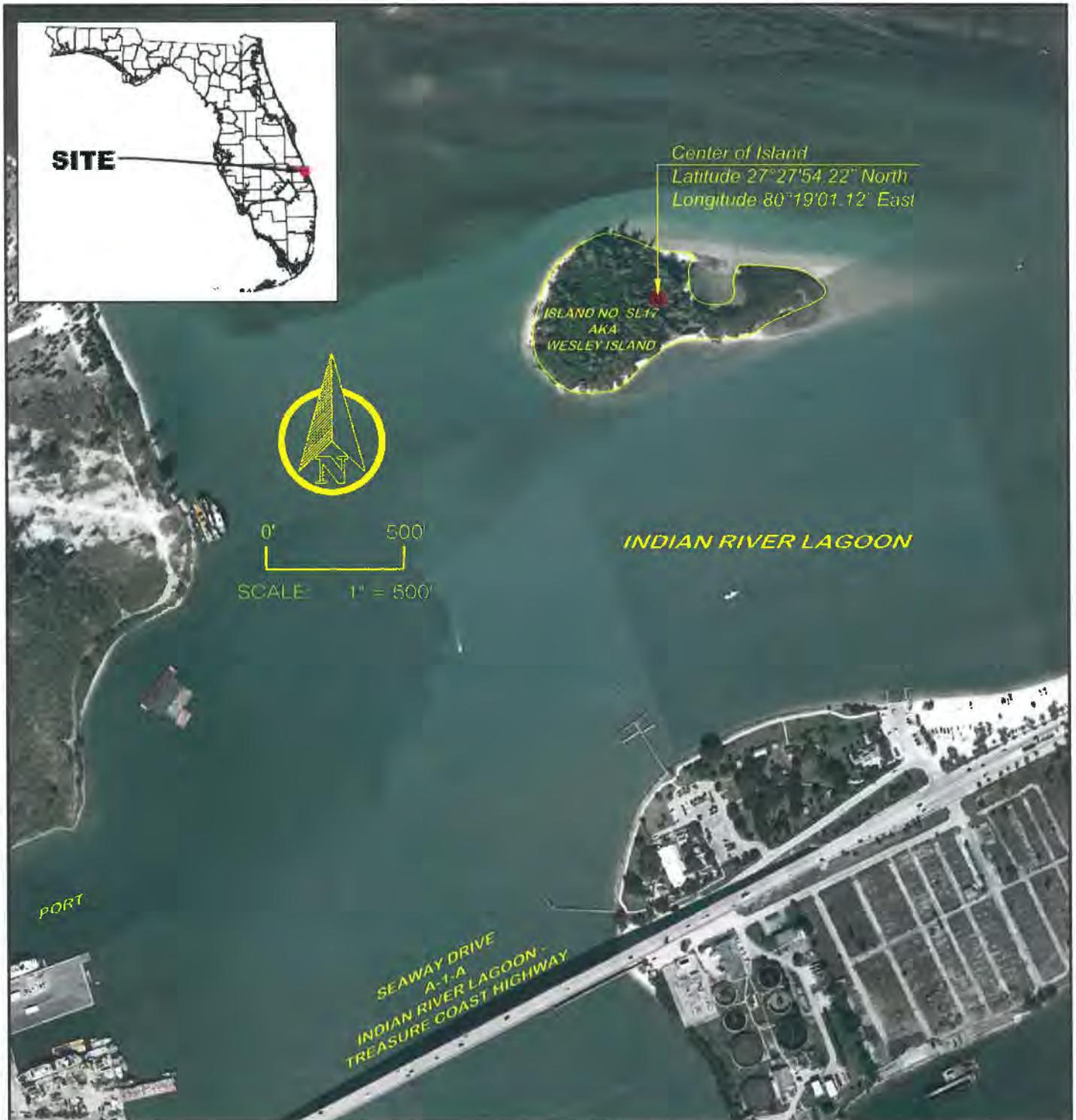
Being an Island in the Indian River located Northeast of Fractional Section 03, Township 35 South, Range 40 East, St. Lucie County, Florida and the center of the island being further located at the approximate geographic coordinates of Latitude 27°27'54.22" North and Longitude 80°19'01.12" East. The island is also commonly referred to Island No. SL 17 and/or Wesley's Island.

BSM  
BY SK  
Date: 6.11.2018

## SKETCH AND LEGAL DESCRIPTION OF ISLAND NO. SL17 AKA WESLEY'S ISLAND

**Description:**

Being an Island in the Indian River located Northeast of Fractional Section 03, Township 35 South, Range 40 East, St. Lucie County, Florida and the center of the island being further located at the approximate geographic coordinates of Latitude 27°27'54.22" North and Longitude 80°19'01.12" East. The island is also commonly referred to Island No. SL 17 and/or Wesley's Island.



**LEGEND / ABBREVIATIONS**

AKA = Also Known As  
NO. - Number  
SL = Saint Lucie

**SURVEYOR NOTES**

This is not a boundary survey.

The above legal description was prepared by the undersigned surveyor and mapper.

**CERTIFICATE:** I hereby certify that the sketch of legal description represented hereon, dated this 18th day of June, 2018, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

*Rod Reed 06/19/18*

**ROD REED**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA NO. 3916

SHEET NO. 1 OF 1

**SKETCH AND LEGAL DESCRIPTION  
OF  
ISLAND NO. SL17 AKA  
WESLEY'S ISLAND**

**BOARD OF COUNTY COMMISSIONERS**  
ST. LUCIE COUNTY, FLORIDA  
PUBLIC WORKS DEPT., ENGINEERING DIVISION  
SURVEY SECTION  
2300 VIRGINIA AVE., FORT PIERCE, FLORIDA, 34982  
TELEPHONE 462-1707

SKETCH		09/18/2018
CHK.	RR	
DRAWN	RR	

REVISIONS		
NO.	DATE	SUBJECT

RESOLUTION NO. 97-47

3/28  
FORWARDED

A RESOLUTION REQUESTING A LEASE OF PUBLIC LANDS FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE PURPOSE OF IMPROVING THE COON ISLAND PROPERTY FOR PUBLIC RECREATIONAL PURPOSES IN ST. LUCIE COUNTY, FLORIDA

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County  
File Number: 1536783 OR BOOK 1064 PAGE 2460  
Recorded: 03-11-97 11:18 A.M.

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, has made the following determinations:

1. St. Lucie County is desirous of leasing from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida certain property situated in Ft. Pierce, Florida, more particularly described as Coon Island, for the purpose of improving the Coon Island property for public recreational purposes.

2. The City Attorney of Ft. Pierce in his letter of May 1, 1996, indicated that at the October 3, 1995 meeting of the City Commission, the City of Ft. Pierce Commission supported the clearing of Coon Island and directed the City Manager to work with St. Lucie County for possible development of Coon Island for public recreational uses.

3. Under the Lease Application with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, it is necessary for the Board of County Commissioners of St. Lucie County to adopt a resolution requesting the lease.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida:

1. This Board does hereby request a Lease of Public Lands from the Board

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of Trustees of the Internal Improvement Trust Fund of the State of Florida for the purpose of improving the Coon Island property for public recreational purposes.

2. Such use will constitute a public benefit for all St. Lucie County citizens and will be in the public interest.

3. The Property Acquisitions Manager is hereby directed to forward a copy of this resolution along with the Application, to the Department of Environmental Protection, Division of State Lands, Bureau of Land Management Services, Post Office Box 3070, Tallahassee, Florida 32315-3070.

After motion and second the vote on this resolution was as follows:

CHAIRMAN GARY D. CHARLES, SR.	AYE
VICE CHAIRMAN PAULA A. LEWIS	AYE
COMMISSIONER CLIFF BARNES	AYE
COMMISSIONER KEN SATTLER	AYE
COMMISSIONER JOHN D. BRUHN	AYE

PASSED AND DULY ADOPTED this 25th day of February, 1997.

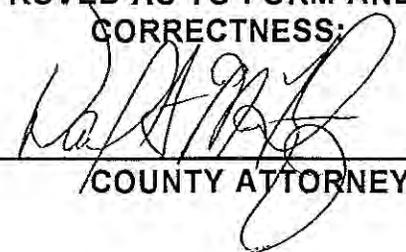
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

  
DEPUTY CLERK

BY:   
CHAIRMAN



APPROVED AS TO FORM AND  
CORRECTNESS:  
  
COUNTY ATTORNEY