

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	May 17, 2022	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
<b>Department:</b>	<u>Environmental Resources Management</u>		

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**I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to approve:** the 2022 update of the Management Plan (Plan) for Hungryland Slough Natural Area.


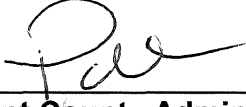
**Summary:** The initial Plan was approved by the Board of County Commissioners on May 21, 2002. The Plan identifies natural resources present on the natural area and provides for the preservation, restoration, management and passive recreational use of those resources. The Natural Areas Management Advisory Committee (NAMAC) unanimously recommended the updated Plan for approval at its March 25, 2022 meeting. Initial invasive/nonnative vegetation removal, fence and regulatory sign installation, and public use facilities have been completed since the original Plan in 2002. Annual management and operating costs, including prescribed burns/mechanical vegetation reduction, ongoing invasive/nonnative animal and plant control, repair and replacement of facilities, and biological monitoring and reporting are estimated to be \$410,732. This cost is for the current fiscal year and is expected to increase as described in the Summary of Fiscal Impact. Funds for capital improvements, and annual management and operation of the site are expected to come from the Natural Areas Fund, Natural Areas Stewardship Endowment Fund, Pollution Recovery Trust Fund, Ag Reserve Land Management Fund, and/or ad valorem funding sources. District 1 (SS)

**Background and Policy Issues::** The 2,975.6-acre Hungryland Slough Natural Area is located in the northwestern portion of Palm Beach County (County). The entire site was acquired by the County between 1996 and 2016. To date, 302 plant and 214 animal species have been recorded on site, including 11 plant and 29 animal species that have been designated as having some degree of endangerment by at least one governmental agency or have been ranked by the Florida Natural Areas Inventory. The primary purpose for the acquisition was to preserve, restore/enhance and manage the site's ecological resources, including the existing natural communities, their component plant and animal species, and local groundwater resources. Environmental Resources Management is dedicated to maximizing the beneficial effects of its land management activities, public use facilities and public outreach efforts, while improving efficiencies and reducing costs. Staff also continue to pursue any grants available to offset a portion of land management costs.

**Attachment:**

1. Hungryland Slough Natural Area Management Plan

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<b>Recommended by:</b>		<u>4-14-2022</u>	SAS 4/13/22
	<b>Department Director</b>	<b>Date</b>	
<b>Approved by:</b>		<u>4/27/22</u>	
	<b>Assistant County Administrator</b>	<b>Date</b>	

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	<u>\$410,732</u>	<u>\$423,054</u>	<u>\$435,746</u>	<u>\$448,818</u>	<u>\$462,283</u>
<b>External Revenues</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>NET FISCAL</b>	<u>\$410,732</u>	<u>\$423,054</u>	<u>\$435,746</u>	<u>\$448,818</u>	<u>\$462,283</u>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>					

**Is Item Included in Current Budget?**      Yes   X        No       

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

**Budget Account No.:**

**Fund** 1226 **Department** 380 **Unit** 3162 **Object** Various **Program** \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Fiscal Year 2022 management and operating costs are estimated to be \$410,732. Over the past five years, annual management and operating costs for County owned/managed natural areas have increased an average of 3% per year. Annual management and operating costs for FY 2023 and beyond may be higher or lower than projected. Funds for management and operation of the natural area are expected to come from the Natural Areas Fund (1226), Natural Areas Stewardship Endowment Fund (1220), Pollution Recovery Trust Fund (1227), Ag Reserve Land Management Fund (1222) and/or ad valorem funding sources.

### C. Department Fiscal Review:

L. Henry

### III. REVIEW COMMENTS

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

[Signature]  
 [Signature]  
 [Signature] June 19, 2022  
 OFMB [Signature] 4/19

Dev. and Control Comments:

Dr. S. Jackson 4/22/22

Contract Development & Control

**B. Legal Sufficiency:**

4/27/22  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**



**MANAGEMENT PLAN FOR**

**HUNGRYLAND SLOUGH NATURAL AREA**

**12385 Seminole Pratt Whitney Road  
West Palm Beach, FL 33412**

**FCT PROJECT # 98-067-P8A - UNIT 11**

**FCT PROJECT # 98-066-P8A - HUNGRYLAND SLOUGH**

**FCT PROJECT # 99-028-P9A - BEELINE CORRIDOR- PHASE II**

**Original Plan: February 2002**

**Updated Plan: February 2022**

**Prepared by:**

**Palm Beach County  
Department of Environmental Resources Management  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743**

## **THE PALM BEACH COUNTY NATURAL AREAS SYSTEM MANAGEMENT STATEMENT**

*The Palm Beach County Natural Areas System is comprised of those environmentally sensitive lands that are owned or leased by the County and managed as natural areas by the County's Department of Environmental Resources Management. These natural areas were selected and acquired to preserve the rare and diverse native ecosystems present on these sites and the endangered, threatened, and rare species of plants and animals that live there.*

### ***Purpose and Goals of the Natural Areas System***

- *The purpose of the Natural Areas System is to protect, restore and manage remnant native ecosystems, and the plants and animals characteristic of those ecosystems, in perpetuity, throughout Palm Beach County. The management of each natural area shall be coordinated with that of the other natural areas in the system.*
- *Attempts shall be made to maintain physical and/or biological connections with other publicly- or privately-owned natural areas through additional land acquisitions, conservation easements, interlocal agreements, greenway/trail connections and other appropriate actions.*

### ***Management Considerations***

- *County natural areas shall be open to the public for non-consumptive/non-destructive, resource-based recreation, environmental education and scientific research. Public use shall not take precedence over ecosystem protection. Public uses shall be limited to those that are compatible with the perpetual preservation and management of the native ecosystems, plants and animals found on the natural area.*
- *All public use facilities shall be chosen, designed and located to have minimal impact on the rare and imperiled plants, animals and natural communities found on the natural area. Facilities, structures or roads (other than management accessways/firebreaks or access roads) that would cause fragmentation of a natural area shall not be permitted.*
- *To the extent practicable, fire-maintained native ecosystems shall be burned at the fire interval necessary to maintain those ecosystems. Burns shall be conducted by trained personnel, using a prescribed burn plan that addresses safety and smoke concerns.*
- *Native ecosystems that have been impacted by invasive/nonnative plant infestations, land-clearing activities, drainage and/or other man-made disturbances shall be restored to their previous condition, if practicable, or to a native ecosystem that is better suited to current environmental conditions.*



- *The special requirements of listed species shall be considered in developing management strategies for each natural area, but an individual species' needs shall not take precedence over management of an entire ecosystem or be allowed to have a detrimental impact on that ecosystem's complement of species.*

### ***Management Plan Development and Revision***

- *A management plan shall be written for each natural area that: 1) describes the natural and cultural resources; 2) identifies any constraints associated with managing the natural area in an urbanized environment; and 3) identifies the strategies and techniques that will be used to preserve, restore and manage the native ecosystems, preserve the cultural resources, protect listed species, control invasive/non-native plants and animals, provide for appropriate public access, manage and maintain public use facilities, and prevent unauthorized access and activities.*
- *Each plan shall be reviewed by the Palm Beach County Natural Areas Management Advisory Committee (NAMAC), a citizens' advisory board, and the public shall be invited to comment on the plan at a public hearing held by NAMAC in the community in which the site is located. Following NAMAC's review of any comments received, the plan shall be sent to the Board of County Commissioners for approval.*
- *Each plan shall have a revision to include all changes since the initial plan. No further revisions shall be necessary unless major changes to the site occur.*

## **EXECUTIVE SUMMARY**

The 2,975.6-acre Hungryland Slough Natural Area (natural area) is located within the northwestern portion of Palm Beach County (County). The County owns the entire natural area. Funding for the natural area came from the Palm Beach County Environmentally Sensitive Lands Bond Referendum of March 12, 1991, mitigation fees, and matching funds from the Florida Communities Trust.

Depression marsh, mesic flatwoods, wet flatwoods, and wet prairie are the predominant natural communities present on the site. Smaller areas of dome swamp, hydric hammock, prairie mesic hammock, and strand swamp are also present. Thus far, 302 species of plants and 214 species of animals have been recorded on the site, including 11 plant and 29 animal species that have been designated as having some degree of endangerment by at least one governmental agency or have been ranked by the Florida Natural Areas Inventory.

The primary purpose for the acquisition of this natural area was to preserve, restore/enhance and manage the site's ecological and cultural resources, including the existing natural communities, their component plant and animal species, and local groundwater resources. Restoration included the removal of 38 miles of road and 12 miles of canals. Acquisition, development and management of the site as a natural area have provided members of the public with opportunities for recreational activities, environmental education and scientific research that are consistent with the primary purpose of the site's acquisition. It also has helped the County comply with portions of its respective comprehensive plan.

Public use facilities have been constructed; the site opened to the public in September 2015. A hiking trail and kiosk with interpretive displays provide valuable opportunities for the public to observe and learn about the site's biologically unique plant communities and associated animals. The main public access, including parking facilities, a bicycle rack and pedestrian entrance, is located off Seminole Pratt-Whitney Road. Additional pedestrian access to the site is possible in the southwest corner and the far eastern corner of the site.

Hungryland Slough Natural Area is part of Jeaga Wildways, a group of 4 long distance multi-use trails that connect to 10 individual publicly owned lands. This trail system connects over 165,000 acres of preserved public lands in northern Palm Beach County and southern Martin County. These sites provide a wide range of nature-based outdoor recreation activities. The site also was selected by the Florida Fish and Wildlife Conservation Commission as part of the Great Florida Birding and Wildlife Trail.

The original management plan for the site was completed in February 2002. This updated management plan: 1) identifies the existing natural and cultural resources, including rare and imperiled species and vegetation communities; 2) identifies factors that affect the preservation, restoration and long-term management of the existing resources; 3) addresses the site-specific goals, strategies and techniques that will be used to preserve, restore/enhance, manage and monitor

the existing resources; 4) ensures that the natural area is managed in accordance with all applicable grant restrictions and 5) identifies public recreational uses that may be accommodated without adversely affecting the site's natural and cultural resources. This management plan identifies any changes to the site since the original plan was written and also includes information related to the site's connectivity with other conservation areas, estimated capital costs, estimated annual management and maintenance costs, and any other issues identified by staff. The County will review and update this management plan as necessary based on new information, improvements in management techniques or other relevant factors.

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## 1. INTRODUCTION

### 1.1 LOCATION AND DESCRIPTION

Hungryland Slough Natural Area (natural area) is located in the northwestern portion of Palm Beach County (County) (Figure 1). A 729.8-acre portion (O'Connell tract; Figure 2) of the 2,975.6-acre natural area is located in the western portion of the City of Palm Beach Gardens. The remaining 2,245.8 acres are located within an unincorporated portion of the County. The natural area is bordered to the south and southeast by the C-18 Canal West Leg; to the west by J.W. Corbett Wildlife Management Area (Corbett WMA); and to the north and east by Bee Line Hwy. The site is fully acquired.

The nearest federal- or state-owned conservation areas within a 3-mile radius of the natural area are Corbett WMA, located immediately west of the natural area (Figure 1), Mecca Farms immediately south of the natural area, and the John C. and Mariana Jones/Hungryland Wildlife and Environmental Area located 3 miles to the north. The nearest privately owned conservation area within a 3-mile radius of the natural area is Avenir Conservation Area, located immediately south/southeast of the natural area. The nearest significant waterbodies are the Loxahatchee Slough and the C-18 Canal West Leg which border the site to the east and south/southeast of the natural area, respectively. County-owned natural areas within a 3-mile radius include Pine Glades Natural Area, 0.4 miles to the north, Sweetbay Natural Area, 0.4 miles to the southeast, and Loxahatchee Slough Natural Area, 0.8 miles to the east of the natural area.

The only larger, developed county park within a 6-mile radius of the natural area is Riverbend Park to the northeast (Figure 1). The closest district county parks to the natural area are Jupiter Farms, approximately 4.8 miles to the northeast and County Pines Samuel Friedland Park, 4.3 miles to the southwest. In addition, there are a number of smaller county parks in the vicinity of the natural area. There are no municipal parks with ¼ mile of the natural area.

The natural area is composed of a variety of wetlands and landforms. In general, uplands and transitional areas within the site - hydric hammock, mesic flatwoods, mesic hammock, and wet flatwoods – exhibit very little relief. Wetlands within and immediately adjacent to the natural area include: depression marsh, dome swamp, strand swamp, and wet prairie. Ground elevations within the natural area generally range from 15.9 feet to 25.8 feet North American Vertical Datum [NAVD] (PBC 2017 LIDAR). Florida Natural Areas Inventory (FNAI) has ranked three of the intact natural communities present on the natural area as very rare (mesic hammock) or imperiled (strand swamp and wet prairie) in Florida (FNAI 2022).

The natural area contains important habitat for many rare plant and animal species. Thus far, 299 species of plants and 214 species of animals have been recorded on the site, including 11 plant and 28 animal species that have been designated (“listed”) as having some degree of endangerment by at least one governmental agency or have been ranked by FNAI. A list of plant species recorded at the site is provided in Appendix A and a list of animal species recorded at the site is provided

in Appendix B. The listed and ranked plant and animal species recorded at the site are identified in Tables 1 and 2, respectively. Definitions for the designations used by the agencies are provided in Appendix C.

## 1.2 PAST USES

The Hungryland Slough Natural Area contains a portion of the historic Hungryland Slough, and has a long history of human use. An ancient Indian midden, located in the southwestern portion of the site, was probably used as both a hunting camp and a camp site for travelers along the corridor between the Everglades, Lake Okeechobee, and the Atlantic Ocean. The Seminoles named the region ‘Hungryland’ during the Third Seminole War when several bands took refuge in the area, and later surrendered due to lack of food (Kennedy et al. 1991). After the war, the region remained as relatively undisturbed native vegetation; primarily used for cattle grazing and timber harvesting. In the mid-1920s, the Seaboard railroad (present-day CSX Railroad; Figure 2) and its associated drainage canal were constructed from Indiantown to West Palm Beach along the northeastern border of the natural area. Almost all of the slash pine (*Pinus elliottii*) within the natural area that were large enough to have usable timber and which were close to the railroad were cut down prior to 1940. The lighter pine stumps and wood were removed from most of the natural area in the 1960s and 1970s for chemical extraction. All of the areas affected by these early timber harvesting activities have recovered.

Beginning in late 1956, construction started on the C-18 Canal by the USACE. The work included widening the existing Limestone Creek canal from the Loxahatchee River, construction of the S-46 control structure, and extending the canal 6.1 miles south and then southeast through the center of the Loxahatchee Slough, eventually ending at the CSX railroad tracks just north of Northlake Boulevard. Beginning near the junction of the Hungryland and Loxahatchee Sloughs, the 7.9-mile western leg of the C-18 was constructed in a westerly direction that roughly followed the route of the Hungryland Slough. This western leg is also known as the Hungryland Slough Canal. It borders the natural area on the southeast and south sides and terminates at the edge of the Corbett WMA. The C-18 Canal was completed in 1958.

Post construction, the C-18 West canal levee adjacent to the natural area was used as a semi-public road permitting access to the Everglades Youth Camp in the Corbett WMA. This road also provided a railroad crossing over the CSX tracks and an access route onto the site for off-road vehicles (ORVs) along the southeastern and southern borders of the natural area. In the late 1980s, the District closed the road due to erosion and damage to the levee. They erected heavy guardrail gates across the road that also blocked ORV access to the O’Connell and Unit 11 tracts from the canal levee. Seminole Pratt Whitney Road was extended northward as a shellrock road from Northlake Boulevard to provide access to the Corbett WMA Youth Camp and Unit 11.

In 1957, Pratt & Whitney started construction of its jet engine facility northwest of the natural area and completed it in 1958. The Bee Line Highway (State Road 710) was extended from Indiantown in Martin County southeastward to Military Trail to provide access for Pratt & Whitney and its



employees in 1958-1959. The Bee Line Highway was constructed as a two-lane road just north and parallel to the CSX Railroad along the northeastern border of the natural area. In the late 1980s, the Bee Line Highway was widened to four lanes from Military Trail to the Pratt & Whitney facility. The new lanes were constructed north of the existing two lanes.

In the early 1960s, the Federal Aviation Administration (FAA) purchased three acres in the northeast corner of the O'Connell tract and erected a communication tower (Figure 2). A railroad crossing was constructed to provide access to the tower site from the Bee Line Highway. The tower and railroad crossing are clearly visible in a 1965 aerial photograph (Palm Beach County Property Appraiser 1965). Although gates were erected to block unauthorized access, they were quickly torn down and the crossing became an access point for ORVs. The FAA tower is an inholding within the natural area and is not located on any FCT project site.

In the mid-1970s, Royal Palm Beach Colony, Ltd. constructed an internal system of roads and canals in the Unit 11 portion of the natural area, and began to sell off individual lots. The Unit 11 internal canal system emptied into the C-18 West Canal on the southern border of the natural area via three large drainage canals. Lots were approximately 1.3 acres in size and were sold as having roads and drainage and being ready for residential housing. Many people from outside of Florida and outside the United States bought their lots sight unseen via mail order.

The Indian Trail Improvement District (ITID) was responsible for obtaining an approved drainage system for the Unit 11 tract. They applied for a conceptual permit in 1979, but were never able to obtain final approval of a plan for reclamation (drainage). They were unable to develop a plan that provided adequate drainage, met SFWMD requirements, and could be funded by assessments on the lot owners in Unit 11. Without an approved plan, lot owners were unable to get the necessary permits to build and no permanent residential dwellings were ever built in Unit 11. The few structures in Unit 11 were associated with seasonal hunting camps and have since been removed. Many lot owners in Unit 11 gave up hope of being able to build there. If they tried to sell, no one wanted to buy their lots for more than a fraction of the purchase price, so many quit paying their taxes and assessments and abandoned the properties.

There were significant amounts of off-highway vehicle (OHV) trails on this site. Some were created for management purposes by previous hunting and ranching tenants, but others were created and expanded by OHV trespassers. This allowed OHV users to create a network of OHV trails across the natural area. Prior to County acquisition in 1999, ORVs had reduced the vegetation in many of the site's wetlands and turned them into rutted mudflats. Increased efforts by the Palm Beach County Sheriff's Office (Sheriff's Office), and surveillance of the site by the County's Wildlands Task Force have virtually eliminated ORV use. ORV-damaged areas at the natural area have since revegetated now that the ORVs are gone.

Significant trash and agricultural debris dumping, along with abandoned trailers, vehicles and machinery, occurred in Unit 11 and where old OHV trails entered and crossed through the perimeters of the natural area. Most of this debris was removed shortly after initial acquisition. A

more detailed examination of the past uses at Hungryland Slough is available in the 2002 management plan.

### 1.3 ADJACENT LAND USES

Large portions of the natural area, all of the lands immediately north and west of the natural area, and most of the lands immediately south of the site are within an unincorporated portion of the County. A portion of the natural area (O'Connell tract; Figure 2) and some of the lands immediately east and southeast of the natural area are within the City of Palm Beach Gardens' municipal boundaries. Most of the natural area is designated as "Conservation" on the County's Future Land Use Atlas (Palm Beach County 2016). The O'Connell tract is also designated as "Conservation" on the City of Palm Beach Gardens' Comprehensive Land Use Plan (City of Palm Beach Gardens 2017). The intent of the "Conservation" designation is to protect important natural environmental features, including endangered and threatened species. Since the County's Unified Land Development Code (ULDC) allows natural areas with Future Land Use designations of "Conservation" to exist in all zoning categories, the County will not seek to change the zoning designation for this site.

The natural area is surrounded by a rural residential community (Caloosa), a Federal Aviation Administration (FAA) communication tower (Figure 2), a proposed industrial park (Palm Beach Park of Commerce), a 150-acre FWC shooting sports complex, the J.W. Corbett Wildlife Management Area, the Pratt & Whitney testing facility, a SFWMD future shallow-water storage area (Mecca Farms), a proposed residential/commercial/recreational development with an environmental preserve area (Avenir), the County's Sweetbay Natural Area and North County General Aviation Airport (North County Airport). The site is bordered by the Beeline Highway, the CSX railroad, and the West Leg of the C-18 Canal. Conservation lands, County and municipal parks, and significant water bodies in the vicinity of the Hungryland Slough Natural Area are shown in Figure 1.

The FWC owns and manages approximately 60,348 acres of natural lands (see "Corbett WMA", Figure 1) located immediately west of the natural area. These lands are managed for conservation purposes.

Raytheon Technologies owns the approximately 6,647-acre Pratt & Whitney Aircraft Engine Testing Facility that abuts the northwest corner of the natural area. Roughly 5,148-acres of the facility's property are relatively undisturbed lands.

The South Florida Water Management District (the District) owns and manages approximately 1,647 acres of fallow agricultural lands (see "Mecca Farms", Figure 2) located immediately south of the natural area. These former agricultural lands are slated as a future shallow-water storage area for the Loxahatchee River Watershed Restoration Project.

The North County Airport, which is southeast of the natural area, contains over 1,832 acres and on this property is the 1,032-acre Sweetbay Natural Area.

There is only one relatively undisturbed tract of land adjacent to the Hungryland Slough Natural Area that is not currently under public ownership. It is an approximate 2,055-acre portion of the proposed Avenir development that abuts the southeast portion of the natural area (Figure 1). These privately-held natural lands are protected by easements that require them to be retained in a predominately natural state and/or severely limit what can be constructed on the property.

Both localized and large-scale impacts from adjacent roads and railroads, the District's drainage system, adjacent and nearby commercial, industrial, residential, recreational, agricultural, educational and vacant properties are expected at the natural area. Things that have impacted and continue to impact all or most of the natural area include invasion of the site by nonnative plant species via seeds produced by nonnative plants growing within adjacent road, canal and railroad rights of ways, and within adjacent and nearby properties; lowered groundwater levels and reduced hydroperiods within the natural area due to the construction and operation of the District's drainage system, and the use of wells to provide potable water for the surrounding properties; disruption of historic surface water flow patterns into and out of the site by adjacent canals/berms and roads; access to the site by off-highway vehicles (OHV); dumping; animal mortality from vehicular traffic; and noise, light and litter issues related to use of the adjacent properties.

Domestic animals and pets may cause impacts at the natural area due to residential properties near the site and/or the public bringing them onto the natural area. Feral/free-roaming cats and stray dogs can cause wildlife mortality. Efforts to mitigate for these impacts include an aggressive nonnative/nuisance animal control program, public outreach, volunteer and interpretive programs, and enforcement of the provisions of the Palm Beach County Natural Areas Ordinance, as amended, (Chapter 11, Article XI of the Palm Beach County Code; <http://discover.pbcgov.org/erm/Publications/PBCNaturalAreasOrdinance.pdf>).

#### 1.4 USES THAT ARE NOT APPROPRIATE

The County's Board of County Commissioners (BCC) has adopted a Natural Areas Ordinance that regulates public uses on county natural areas such as Hungryland Slough Natural Area. The Natural Areas Ordinance restricts public uses within a county-managed natural area to those that are compatible with the perpetual preservation and protection of the natural area. This ordinance permits passive recreational activities such as hiking, nature study and photography. Other uses (for example, fishing, canoeing/kayaking, horseback riding and/or bicycling in areas designated for such uses, environmental education and scientific research) are permitted as long as they do not jeopardize the protection of the existing natural and historic resources. The Natural Areas Ordinance prohibits destructive uses such as off-highway vehicle (OHV) use and dumping, and requires special permits for camping, horseback riding, scientific research involving collection of plant and animal specimens, public demonstrations and gatherings (including, but not limited to bicycling and/or equestrian events), erection of temporary or permanent structures, and after hours

or nighttime use of the natural area. Except for service animals, no dogs, cats or other domestic animals are permitted on the natural area. The ordinance also prohibits damaging, taking, molesting, trapping, hunting and/or poaching of plants and animals.

There are no plans for any concessions to be located on the site, nor are there plans to provide a camping area or allow horseback riding, fishing or boating on the natural area. Horseback riding and bicycles are only allowed on the C-18 West, also known as the Pântano Trail, which runs along the south and southeast border of the site. Horseback riding within the natural area is not appropriate for the site given the imperiled status of many of its natural communities, and the sensitivity of the rare and endangered plant and animal species - both of which could be negatively impacted if equestrian use was permitted - and due to the naturally wet conditions within the site. Camping on the natural area is allowed by permit only, on a case by case basis, based on water levels and site conditions. Although the natural area contains some wetlands that hold water year round there is not enough suitable habitat to maintain a viable game fish population on the site. Therefore, fishing is not permitted within the natural area. However, fishing is allowed on the C-18 West/Pântano Trail. In addition, there are no navigable waters on the site, so there is no way to accommodate boating uses.

No vehicles (for example, OHVs, bicycles, skateboards, etc.) are permitted beyond the designated parking lot/trailhead, except to perform the monitoring, maintenance and land management activities described in this management plan, and except as authorized by the County's Access Policy for Use of Natural Area Trails and Other Public Use Facilities by Persons with Mobility Disabilities. Drones are not permitted within the natural area, except to assist with the management and monitoring activities described in this management plan or as may be permitted for scientific research.

## 1.5 OUTPARCELS

There are no outparcels adjacent to the natural area suitable for acquisition. All lands immediately adjacent to the natural area have already been developed or set aside for public, residential, recreational, or transportation purposes.

## 1.6 MANAGEMENT AND USE RESTRICTIONS

Management activities and public uses on the natural area are restricted to those that are consistent with the preservation and protection of the rare and endangered plants, animals and ecosystems found on the site. To ensure that the natural area is preserved and protected, in perpetuity, management activities and public uses on the site are regulated by the restrictions imposed by the Natural Areas Ordinance (see Section 1.4).

Other significant management and public use restrictions are related to FCT grants associated with the site. Management and use of the natural area is limited by the conditions imposed in the FCT

Grant Award Agreements 98-066-P8A, 98-067-P8A, and 99-028-P9A dated December 1999, July 2000, and October 2001, respectively, as amended (Appendix D).

The size, shape and location of the natural area do not restrict certain management activities such as invasive/nonnative vegetation removal or upland restoration activities. However, these factors do limit what can be done on the site relative to the reintroduction of fire and the hydrologic restoration of wetland areas. The site's proximity to the Bee Line Highway, North County airport, and the Caloosa residential development limits the options for prescribed burning. The site's proximity to the C-18 West canal and the need to maintain adequate flood control for adjacent developed lands limit what can be done to restore the hydrology of the site.

There are no other known legislative or executive constraints that affect the development, use or management of the site. The natural area is not within an aquatic preserve or a designated area of critical state concern, and is not under study for such a designation.

## 1.7 EASEMENTS, CONCESSIONS, AND OTHER ENCUMBRANCES

Below is a summary of the easement, concessions, and other encumbrances on Hungryland Slough Natural Area. Unless otherwise noted, copies of recorded easements and other encumbrances that are active and currently restrict use of, or benefit, the natural area are provided in Appendix E. Copies of all inactive abandoned/extinguished/invalid/null and void easements, etc. are available upon request. In addition to the encumbrances listed below, the Seacoast Utility Authority has the right to place liens over the portion of the Dyer C18 LLC Tract (Figure 2) that lies southeasterly of the centerline of the C-18 Canal right of way if fees for services provided by the Authority (if any) are not paid.

### Active Easements, Concessions, and Other Encumbrances

#### 1.7.1 ITID to the County – Sale of Three Water Control Structures within the Northern C-18 Canal Berm of the Gouveia/Parker Tract and Transfer of the Surface Water Management Permit – Benefits the County

On December 6, 2006, ITID authorized the sale of the three water control structures just south of the Unit 11 Tract (within the northern portion of the Gouveia/Parker Tract) to the County. ITID concurrently authorized the transfer of the Unit 11 Surface Water Permit to the County. These actions allowed the County to abandon one of the water control structures within the northern berm of the C-18 Canal and raise the control elevation of the two remaining structures to restore more natural hydroperiods within the natural area. The water control structures are not located within a FCT-funded parcel.

#### 1.7.2 ITID and the County – Interlocal Agreement - Satisfaction of all Past, Present and Future ITID Assessments on County-owned Lands in the Greater Unit 11 Area – to Benefit the County

Although the County-owned Greater Unit 11 Area is still within ITID's district boundaries, all past, present and future ITID assessments against those lands were declared satisfied in full pursuant to the October 2, 2001 Interlocal Agreement between ITID and the County. This benefits all of the FCT-funded parcels located within the Unit 11 Tract.

1.7.3 RPB Colony, Inc., and William S. Cohen and Phil D. O'Connell, Jr. to Florida Power and Light (FPL) – Electric Utility Easements along the Northeasterly Edge of the Eastern Two-fifths of the Royal Palm Beach Colony Tract, and Northeasterly Edges of the O'Connell and Dyer C18 LLC Tracts – Benefits FPL and Its Customers

In 1990, RPB Colony, Inc. granted FPL a 35-foot-wide easement for the construction, operation and maintenance of overhead and underground electric lines along the northeasterly edge of the eastern two-fifths of the Royal Palm Beach Colony Tract. RPB Colony, Inc. also granted FPL a north-south oriented 10-foot-wide by 92.8-foot-long easement near the west end of the 35-foot easement to allow for the placement of guywires, anchors, etc. south of the 35-foot easement.

Also in 1990, William S. Cohen and Phil D. O'Connell, Jr. granted two 35-foot-wide easements to FPL. These easements gave FPL the right to construct, operate and maintain one or more overhead and underground electric lines along the northeasterly edges of the O'Connell and Dyer C18 LLC Tracts. When they granted the easements, Mr. Cohen and Mr. O'Connell, Jr. reserved the right to place landscape material within the easement area, provided the vegetation did not exceed 14 feet in height. They also reserved the right to pave across the easements for at-grade road or walkway purposes, provided the pavement was not located within 20 feet of an existing power pole, guywire or anchor. If the underlying landowner wishes to use either of the reserved rights, they must first submit plans and specifications for FPL's review and approval.

The first two easements described above encumber portions of FCT-funded tracts.

1.7.4 Abe Leo Cohen and Phil D. O'Connell to FPL - Electric Utility Easement along the Northwesterly Edge of the Dyer C18 LLC Tract – Benefits FPL and Its Customers

In 1965, Mr. Cohen and Mr. O'Connell granted an assumed 6-foot-wide easement to FPL for the installation and maintenance of electric lines. The centerline of the easement was located 3 feet southeast of the northwesterly edge of the Dyer C18 LLC Tract. The easement extended the length of the tract. This easement does not affect a FCT-funded tract.

1.7.5 SFWMD to Palm Beach County Water Utilities Department (PBCWUD) – Right of Way Occupancy Permit for the Eastern Portion of the Gouveia/Parker Tract and Northwesterly Portion of the Dyer C18 LLC Tract – Benefits PBCWUD and the Raytheon Technologies/Pratt Whitney Campus

In 2006, SFWMD issued Right of Way Occupancy Permit #12940 to PBCWUD. The permit, which was modified in 2009, allowed PBCWUD to install subaqueous water and sewer lines under the portion of the C-18 Canal that lies in the eastern portion of the Gouveia/Parker Tract. The permit also allowed PBCWUD to install parallel, buried water and sewer lines within the northwesterly portion of the Dyer C18 LLC Tract. The purpose of this project was to extend PBCWUD water and sewer lines from the northeastern portion of the Mecca Tract to the Raytheon Technologies/Pratt Whitney campus. This permit does not affect a FCT-funded tract.

#### 1.7.6 Reservation of Oil and Mineral Rights Without Right of Entry – O’Connell and Dyer C18 LLC Tracts; and Reservation of Oil, Gas and Mineral Rights Without Right of Entry – Royal Palm Beach Colony and Unit 11 Tracts

In 1951, the Colorado Development Company sold the O’Connell and Dyer C18 LLC Tracts to Gene and Evelyn Dyer. When the Colorado Development Company sold the land, it reserved a one-half interest in all oil and minerals found on the land. However the company did not reserve the right to enter the land to explore, mine or develop it for the reserved resources without permission from the current owner. In 1963, the Colorado Development Company conveyed these reserved oil and mineral rights to the Randolph family.

In 1969, the Randolph family sold the Royal Palm Beach Colony and Unit 11 Tracts to Royal Palm Beach Colony, Ltd. When the Randolph family sold the land, they reserved an undivided one-half interest in all oil, gas and minerals found on, in or under the conveyed land. However, the Randolph family did not reserve the right to enter the land to explore, mine or develop it for the reserved resources without permission from the current owner.

The Randolph family conveyed the reserved oil, gas and mineral rights described above to a land trust trustee in 1995. The original land trust trustee conveyed the reserved oil, gas and mineral rights to a successor trustee in April 2004. Pursuant to the Marketable Records Title Act, the oil, gas and mineral reservations held by the successor trustee will extinguish in April 2034 (30 years following recordation of the last deed), unless otherwise reinstated by a subsequent recorded deed or notice. The above referenced reservations for the O’Connell, Royal Palm Beach Colony and Unit 11 Tracts affect FCT-funded lands.

#### 1.7.7 Randolph Family to Libby, McNeill & Libby; and Biotechnology Research Park Plat – Ingress-egress Easement Over the Western Edge of the Former Mecca Tract - Benefits the Unit 11 and Royal Palm Beach Colony Tracts

In 1963, when the Randolph family sold the former Mecca Tract to Libby, McNeill & Libby, they reserved a north-south oriented ingress-egress easement along the western 80 feet of the tract for themselves, their successors and assigns. The Randolph family also reserved an east-west oriented 80-foot-wide easement in Section 6 of the former Mecca Tract, just south of the present-day Gouveia/Parker Tract. Both of these easements should have merged with title when the County completed its acquisition of the Unit 11 Tract in 2006 (the County already owned the Royal Palm

Beach Colony and former Mecca Tracts). However, it appears that the easements were reinstated by recordation of the November 30, 2004 Biotechnology Research Park plat. This easement benefits FCT-funded lands.

#### 1.7.8 RPB Colony, Inc., Palm Beach Ranch Groves and ITID - Restated and Amended Tri-party Easement Agreement; and Biotechnology Research Park Plat – Ingress-egress Easement Over the Western Edge of the Former Mecca Tract – Benefits the Unit 11 and Royal Palm Beach Colony Tracts, and ITID

On December 14, 1976, the then owners of the Unit 11 and Royal Palm Beach Colony Tracts (both owned by RPB Colony, Inc.) and former Mecca Tract (owned by Palm Beach Ranch Groves) entered into a Tri-party Easement Agreement with ITID. The Tri-party Easement Agreement, which was restated and amended in 1982, gave the owner(s) of the Royal Palm Beach Colony and Unit 11 Tracts, and ITID the right to construct, maintain, repair and use a road within the western 60 feet of the former Mecca Tract. The rights granted to the owner(s) of the Royal Palm Beach Colony and Unit 11 Tracts should have merged with title when the County completed its acquisition of the Greater Unit 11 Area in 2006 (the County already owned the Royal Palm Beach Colony and former Mecca Tracts). However, it appears that these rights were reinstated by recordation of the November 30, 2004 Biotechnology Research Park plat. This easement benefits FCT-funded lands.

ITID's right to construct, maintain, repair and use a road within the western 60 feet of the former Mecca Tract still appears to be valid.

#### 1.7.9 Conceptual Alignment for the Seminole Pratt Whitney Road Extension

In 1995, the County approved a conceptual alignment for the extension of Seminole Pratt Whitney Road from Northlake Boulevard, north to Beeline Highway. A portion of the approved alignment was located just west of the Unit 11 and Royal Palm Beach Colony Tracts. Between 1998 and 2003, the County's Engineering Department purchased a 160-foot-wide road right of way just west of the Unit 11 and Royal Palm Beach Colony Tracts for the proposed road extension project (PBC Engineering Parcels, Figure 2). The County's Engineering Department also acquired a few parcels for road-related wetland mitigation and/or stormwater treatment/drainage purposes. ERM has removed, and will continue to remove, nonnative/invasive vegetation from the PBC Engineering Parcels until they are needed for roadway purposes. The proposed road right of way is located outside of the FCT project areas.

If the portion of the Seminole Pratt Whitney road right of way that lies directly west of the natural area is ever abandoned, the County could potentially use those lands as offsite mitigation for other roadway projects. If that occurs, the former right of way lands would be incorporated into the natural area for perpetual management purposes.

#### 1.7.10 County and City Interlocal Agreement



The November 16, 1999 Interlocal Agreement between the County and City of Palm Beach Gardens requires the O’Connell Tract (formerly known as the “Hungryland Slough” tract) to be managed for the conservation, protection and enhancement of the tract’s natural and historical resources (Appendix F). Use of the O’Connell Tract is restricted to scientific, educational and passive resource-based outdoor recreational activities that are compatible with the preservation and restoration/enhancement of the site’s natural resources. The Interlocal Agreement also establishes management, maintenance and public safety/law enforcement responsibilities for the O’Connell Tract. This agreement benefits a FCT-funded tract.

#### 1.7.11 County and SFWMD Agreements Authorizing Use of the Unit 11 Tract as a Regional Offsite Mitigation Area

The January 22, 2000 and January 11, 2005 Agreements between the County and SFWMD authorized use of the Unit 11 Tract as a Regional Offsite Mitigation Area for offsite wetland impacts permitted by SFWMD. The Agreements authorized the County to accept financial donations from SFWMD permittees to help fund the acquisition, restoration, enhancement and long-term management of lands within the Unit 11 Tract. Although the last Agreement expired in 2008, the County must continue to maintain the restored lands within the Unit 11 Tract, in perpetuity. Exhibit B to both Agreements requires the County to maintain the Unit 11 Tract in a manner that limits the coverage of nonnative and nuisance plant species to less than 1 percent of the tract and less than 10 percent of the tract, respectively. The County also is required to maintain water elevations within the restored wetlands at or near historic levels. Use of the Unit 11 Tract as a Regional Offsite Mitigation Area is compatible with the requirements of the applicable FCT Grant Award Agreements.

#### 1.7.12 Florida Communities Trust Grant Award Agreements, as Amended

The O’Connell Tract, Royal Palm Beach Colony Tract and approximately 675.11 acres within the Unit 11 Tract were acquired with matching funds from three FCT grants. As a result, these portions of the natural area are constrained by the conditions imposed in the associated Grant Award Agreements and Amendments (Appendix D). Pursuant to the Grant Award Agreements, the County must manage the grant properties for conservation, protection and enhancement of natural and historical (if any) resources and for compatible, passive, natural resource-based public outdoor recreation. As the grant recipient, the County must provide FCT with at least 60 days prior written notice regarding any proposed lease of any interest in, the operation of any concession on, any sale or option related to the grant property, the granting of any management contracts to a nongovernmental entity, and any use of the FCT project site by any person other than in that person’s capacity as a member of the general public. The County may not execute related documents without the prior written approval of FCT. All fees collected from a lease, concession contract, management contract, etc. on a FCT project site must be reported to FCT and placed in a segregated account solely for the upkeep and maintenance of that site.

Any proposed modification to the approved management plan and/or any site alterations or physical improvements that affect FCT-funded portions of the natural area and are not addressed in the approved management plan require prior FCT review and approval.

The Dyer C18 LLC and Gouveia/Parker Tracts, and approximately 1,045.81 acres of the Unit 11 Tract were not funded by FCT. As a result, those portions of the natural area are not constrained by the conditions in the FCT Grant Award Agreements.

#### 1.7.13 Florida Greenways and Trails Program Designation Agreements

In 2006, the County, Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission and SFWMD signed a voluntary 20-year-term Florida Greenways and Trails Program Designation Agreement (Designation Agreement) for the Ocean to Lake Trail Corridor. A portion of the Ocean to Lake Trail Corridor lies within the Dyer C18 LLC, O'Connell, Unit 11 and Gouveia/Parker Tracts. The 2006 Designation Agreement requires each landowner/manager to manage, operate and maintain the portion of the trail corridor that is located on their lands. Each landowner/manager also is required to maintain the natural, recreational, cultural or historic resources present within their portion of the trail corridor. The County may withdraw all or a portion of the Hungryland Slough Natural Area from the 2006 Designation Agreement at any time by submitting a written request to FDEP.

The last known encumbrance on Hungryland Slough Natural Area is a 20-year-term Designation Agreement that the County voluntarily placed over the natural area in August 2018 (see Section 4.8; Appendix G). The 2018 Designation Agreement requires the County to manage, operate and maintain the natural area in accordance with its approved management plan. The County may withdraw all or a portion of the natural area from the 2018 Designation Agreement at any time by submitting a written request to FDEP.

Both of the Florida Greenways and Trails Designation Agreements are compatible with the requirements of the applicable FCT Grant Award Agreements.

#### Inactive Easements, Concessions, and Other Encumbrances

##### 1.7.14 Royal Palm Beach Colony, Inc. (RPB Colony, Inc.) to Indian Trail Water Control District (now ITID) – Road, Drainage and Public Utility Rights of Way within the Unit 11 Tract and Adjacent PBC Engineering Parcels (Abandoned)

In 1970, RPB Colony, Inc. granted ITID, its successors and assigns, a series of easements for road, drainage/water control and public utility purposes within the Unit 11 Tract and Adjacent PBC Engineering Parcels (Figure 2, together referred to as the “Greater Unit 11 Area”). ITID subsequently constructed a series of dirt roads and canals within those easements. In 1990, RPB Colony Inc. modified the easements to allow successors of RPB Colony, Inc. to use the road easements for ingress/egress to their property.

As the County acquired all of the lands within each of the first six targeted acquisition zones (together comprising the northern two-thirds of the Greater Unit 11 Area), ITID abandoned the associated road and drainage easements. Those abandonments took place between August 2001 and February 2006. On December 6, 2006, ITID released all of its remaining easements and other interests within the Greater Unit 11 Area following notification that the County had acquired all 1,303 parcels. These abandonments were performed in accordance with the October 2, 2001 Interlocal Agreement between the County and ITID.

1.7.15 Colorado Development Company, and Gene and Evelyn Dyer to Central and Southern Florida Flood Control District (C&SFFCD, now SFWMD) - C-18 Canal West Easement in Present-day Gouveia/Parker and Dyer C18 LLC Tracts; SFWMD to County – Revocable Partial Assignment of an Undivided Interest of Rights Under Easement Deed – Gouveia/Parker Tract (Null and Void)

In 1954, the Colorado Development Company, and Gene and Evelyn Dyer granted perpetual, exclusive 200-foot-wide easements to the C&SFFCD over the present-day Gouveia/Parker and Dyer C18 LLC Tracts, respectively. These easements granted the C&SFFCD, its successors and assigns, the right to use the easement areas for flood control, reclamation, conservation, water storage and any other present and future uses that assist the C&SFFCD in carrying out its statutorily assigned duties. These easements do not affect FCT-funded lands.

A “Revocable Partial Assignment of an Undivided Interest of Rights Under Easement Deed” that was granted to the County by SFWMD in 2013, would have merged with title when the County acquired the Gouveia/Parker Tract. This assignment is now null and void.

1.7.16 Oil, Gas and Petroleum Reservations with Right of Entry – Gouveia/Parker Tract (Extinguished)

When the Colorado Development Company granted a flood control, etc. easement over the present-day Gouveia/Parker Tract in 1954 (see Section 1.7.7), it reserved all oil, gas and petroleum rights for itself, its successors and assigns. However, it appears that the Marketable Records Title Act (Chapter 712, F.S.) extinguished this reservation since the successors of the Colorado Development Company failed to notify the C&SFFCD of their reservation in 1975; the C-18 Canal right of way was specifically excluded from a notice filed in 1975.

1.7.17 Reservation of Oil, Gas, Petroleum, Petroleum By-products, Phosphate, Minerals and Metals with Right of Entry – O’Connell and Dyer C18 LLC Tracts (Extinguished)

In 1956, Gene and Evelyn Dyer sold the O’Connell and Dyer C18 LLC Tracts to Lake Park Golf Estates, Inc. When the Dyers sold the land, they reserved an undivided one-fourth interest in all oil, gas, petroleum, petroleum by-products, phosphate, mineral and metals found in, on or under the land. They also reserved the right to enter the O’Connell and Dyer C18 LLC Tracts to mine,

explore and develop the land for the reserved resources. However, it appears that the Marketable Records Title Act extinguished the reservation since the root of title (two documents recorded in 1990) and all subsequent recorded deeds were silent relative to the reservation.

#### 1.7.18 Randolph Family to Libby, McNeill & Libby – Ingress-egress Easement Over the Western Edge of the PBC Engineering Parcels (Null and Void)

In 1963, when the Randolph family sold the former Mecca Tract to Libby, McNeill & Libby, they granted the buyers an 80-foot-wide, north-south ingress-egress easement over the western edge of the PBC Engineering Parcels (just west of the Unit 11 and Royal Palm Beach Colony Tracts, Figure 2). The intent of this easement was to provide Libby, McNeill & Libby, their successors and assigns, with legal access between the Gouveia/Parker Tract and CSX Railroad/Beeline Highway. The 1963 easement merged with title (became null and void) when the County completed its acquisition of the Greater Unit 11 Area in 2006.

#### 1.7.19 RPB Colony, Inc., Palm Beach Ranch Groves and ITID - Restated and Amended Tri-party Easement Agreement – Ingress-egress Easement over an Existing Dirt Road North of the C-18 Canal in the Western Portion of the Gouveia/Parker Tract (Invalid)

It appears that the Restated and Amended Tri-party Easement Agreement incorrectly granted RPB Colony, Inc., its successors and assigns, and ITID an ingress-egress easement over a portion of an existing dirt road located just north of the C-18 Canal. The indicated easement area extended from the northwest corner of the Gouveia/Parker Tract to the southwest corner of the Unit 11 Tract. However, since the grantor (Palm Beach Groves) never owned the easement area (part of the Gouveia/Parker Tract), it appears that the easement was never valid.

#### 1.7.20 RPB Colony, Inc., Palm Beach Ranch Groves and ITID – Restated and Amended Tri-party Easement Agreement – Ingress-egress Easement Over the Western Edge of the PBC Engineering Parcels (Null and Void)

Pursuant to the Restated and Amended Tri-party Easement Agreement, RPB Colony, Inc. and ITID gave the owner of the former Mecca Tract, their successors and assigns, the right to utilize any roads constructed within the western 80 feet of the PBC Engineering Parcels. This right merged with title when the County completed its acquisition of the Greater Unit 11 Area in 2006, effectively making the right null and void.

In addition, ITID no longer has the right to use any portion of the PBC Engineering Parcels for ingress/egress. ITID abandoned all of its easement rights within the Greater Unit 11 Area in 2006 (see Section 1.7.1) and does not appear to have ever had an easement over the PBC Engineering Parcels lying west of the Royal Palm Beach Colony Tract.

#### 1.7.21 County Posted and Viewed Road (Null and Void)

In September 1939, the County's BCC approved a north-south oriented, posted and viewed road (a road right of way that was reserved by the County for possible roadway construction) within the natural area. The posted and viewed road, which was located along the centerline of Sections 20, 29 and 32 in Township 41 South, Range 41 East, merged with title of the underlying land when the County purchased it, essentially becoming null and void.

## 1.8 PLAN DEVELOPMENT AND REVIEW

The BCC approved the initial management plan for this site in May 2002. Although it is the County's goal to review each approved management plan at least once every ten years, uncertainties regarding the extension and/or abandonment of Seminole Pratt-Whitney road have delayed the preparation of this update. This updated management plan identifies changes that occurred at the natural area since the preceding management plan was approved by the BCC.

The main goal of this management plan is to help ensure that the site's natural and cultural resources are protected in perpetuity. Scientific research, environmental education and resource-based recreational uses are permitted as long as they do not jeopardize the protection of these resources. In keeping with these goals, this management plan: 1) identifies the existing natural and cultural resources, including rare and imperiled species and vegetation communities; 2) identifies any changes that occurred to those resources subsequent to approval of the initial management plan; 3) identifies factors that affect the preservation, restoration and long-term management of the existing resources; 4) addresses the site-specific goals, strategies and techniques that will be used to preserve, restore/enhance, manage and monitor the existing resources going forward; 5) ensures that the natural area continues to be managed in accordance with applicable grant and conservation easement restrictions; 6) evaluates the effect, if any, of existing recreational uses on the site's natural and cultural resources; and 7) identifies any recreational uses that could be added or that should be discontinued at the site. This management plan also includes information related to the site's connectivity with other conservation areas, an estimation of annual management and maintenance costs, and any other issues identified by staff.

All draft natural areas management plans prepared by ERM are reviewed by a seven-member, BCC-appointed, advisory committee known as the Natural Areas Management Advisory Committee (NAMAC). The purpose of NAMAC is to review and comment on draft management plans developed for natural areas acquired and/or managed by the County, and to hold public hearings on initial management plans prior to their review and adoption by the BCC. As development of each draft management plan nears completion, NAMAC members are invited to tour the natural area with staff. All comments received from NAMAC members during the site visit are taken into consideration during completion of the draft management plan. The draft management plan is then sent to NAMAC and any adjacent conservation land manager for review and comment. The draft management plan is made available upon request for public review and comment.

Comments were accepted from the public in the weeks leading up to the plan's final review and approval by NAMAC on March 25, 2022. A summary of the received comments is included as Appendix I. NAMAC members took those comments into consideration prior to forwarding the draft management plan to the BCC with a recommendation that it be approved. Members of the public also had the opportunity to comment on the plan on May 17, 2022 when it was considered and approved by the BCC. This updated management plan was reviewed and approved by FCT on April 20, 2022.

## 1.9 ACQUISITION HISTORY

The acquisition history of Hungryland Slough Natural Area as described in the following paragraphs is divided among four tracts/stages; Unit 11, O'Connell, Royal Palm Beach Colony and C-18 Canal West Leg right-of-way.

In 1986, the BCC funded an inventory of the native ecosystems in Palm Beach County by two Florida Atlantic University professors, Dr. Grace Iverson and Dr. Daniel Austin (Iverson and Austin 1988). The study was completed in 1988, with additional work in 1989. The study identified 38 "A" quality sites, including 14 identified as "high-priority acquisition sites" by the County's Environmentally Sensitive Lands Acquisition Advisory Committee (ESLAAC). On March 12, 1991, the voters of Palm Beach County approved a \$100 million bond referendum to purchase environmentally sensitive lands with emphasis on the 14 high-priority sites. The Loxahatchee Slough Ecosite, which included the O'Connell and Royal Palm Beach Colony Tracts, was one of those 14 high-priority sites.

The Unit 11 tract consisted of 1,303 parcels and was divided into eight acquisition zones (Figure 5), which ranged in size from 88 to 315 acres. From October 1996 to June 2006, parcels were acquired from over 900 owners through willing seller, donation, tax deed sale, and eminent domain process. A total of 1,720.92 acres were acquired with a land cost total (not including legal fees) of \$13,373,272, most of which was paid using wetland mitigation fees.

In August 1997, the County purchased the 729.76-acre O'Connell Tract for \$3,348,000. In August 1999, the County purchased a 445.27-acre portion of the Royal Palm Beach Colony Tract for incorporation into the natural area. Lastly, in May of 2014 and July of 2016, the County purchased approximately 36.64 and 43.03 acres of land within the C-18 Canal West Leg right of way from Mr. Gouveia/Mr. Parker and Dyer C18 LLC for \$36,644 and \$50,400, respectively (Figure 2).

Between September 1998 and November 2003, the County's Engineering Department purchased a 48.37-acre portion of Unit 11 for future roadway purposes. In August 1999, the County's Engineering Department purchased a 20-acre portion of the Royal Palm Beach Colony property for future roadway purposes. These lands are not part of the natural area, but have been and will continue to be treated for nonnative/invasive vegetation until they are used for roadway purposes.

In April 1998, the County submitted an application to the Florida Communities Trust for matching funds (i.e. reimbursement) through FCT's Preservation 2000 Program for the purchase of the O'Connell tract (known as the Hungryland Slough project) and for the northern four zones in Unit 11 (later known as Phase I). The FCT Governing Board approved \$429,832 in matching funds for the Unit 11 Phase I project in December 1998, and \$1,694,964 in matching funds for the Hungryland Slough project in May 1999. The County submitted an application to the FCT in May 1999 for matching funds for the purchase of the Royal Palm Beach Colony tract and the southern four zones in Unit 11 (known as the Bee Line Corridor Natural Area -Phase II project). The FCT Governing Board approved \$1,686,914 in matching funds for the Phase II project in November 1999. In total, the County received \$3,811,710 in matching funds through FCT's Preservation 2000 Program for the Hungryland Slough Natural Area.

The following table summarizes the acquisition tracts and their respective acreage:

<b>Tract</b>	<b>Acreage</b>
Unit 11	1720.92
O'Connell	729.76
Royal Palm Beach Colony	445.27
C-18 Canal West Leg Right-of-Way	79.67
<b>TOTAL</b>	<b>2,975.62</b>

Information regarding notable events taking place at the natural area during and subsequent to 1996 is in the following chapters: "Management and Restoration Activities" (Chapter 4), "Site Development and Improvement" (Chapter 5) and "Chronology of Major Events" (Chapter 8).

## **2. PURPOSE AND OBJECTIVES**

### **2.1 PURPOSE OF ACQUISITION**

The primary purpose of the County's Natural Areas System is to protect native ecosystems and biological diversity throughout Palm Beach County. The primary purpose for the acquisition of this natural area was to preserve, restore/enhance and manage the site's ecological and historical resources, including the existing natural communities, their component plant and animal species, and local groundwater resources. The complete acquisition and management of the site as a natural area have provided members of the public with opportunities for recreational activities, environmental education and scientific research that are consistent with the primary purpose of the site's acquisition.

It also has helped the County comply with portions of its comprehensive plan by preserving and restoring/enhancing the natural and historical resources of the natural area, while providing compatible public uses. Policies and objectives outlined in the County's comprehensive plan that are furthered by the acquisition and management of the site include, but are not limited to: the preservation and protection of native communities and ecosystems to ensure that representative communities remain intact (Conservation Element, Goal 2, Objective 2.1); the protection and preservation of endangered and threatened species, species of special concern and their associated habitats (Conservation Element, Goal 2, Objective 2.4); and the continued efforts to eradicate prohibited invasive non-native vegetation (Conservation Element, Goal 2, Objective 2.5).

All portions of the natural area are important to preserving the ecological and historical resource values found on the site. Because every portion of the site provides habitat for at least one rare or endangered plant species, animal species or natural community, no portions of the property can be declared as surplus.

### **2.2 MANAGEMENT GOALS AND OBJECTIVES**

The natural area contains depression marsh, dome swamp, hydric hammock, mesic flatwoods, strand swamp, wet flatwoods, wet prairie, and xeric hammock native vegetation communities (Figure 3). These communities, most of which can be considered as moderate- to high-quality within the context of urbanized southeastern Florida, were in a somewhat degraded condition at the time of site acquisition. Maintaining and improving the ecological quality of these native vegetation communities is one of the primary management goals for this site. Another primary goal is to restore, enhance and/or manage disturbed areas in a manner that will enhance the overall biological diversity of the site and/or meet specific needs of listed species. Habitats for listed species are managed for the needs of individual species when such management is compatible with the overall management of the ecosystems within the natural area.

The following goals and objectives reflect desired management outcomes that are specific to Hungryland Slough Natural Area. The objectives are actions or measurable outcomes of



management targeted to achieve short-term (achievable within 2 years) or long-term goals (achievable within 10 years). All of the following goals and objectives are subject to and contingent upon annual budgetary funding and appropriations by the BCC.

### Habitat Restoration and Improvement

Goal 1. Maintain and enhance a healthy upland communities (short-term and long-term).

Objective A. Conduct prescribed burns within the appropriate upland communities as recommended by FNAI (2010). [Note: Prescribed burning is contingent upon appropriate weather conditions, smoke and safety considerations, funding and resource availability, and other factors required for burning within an urban environment.]

Status: The most recent prescribed burn was approximately 113 acres, conducted in September 2020. See Section 4.4.1 for detailed information.

Objective B. If prescribed burning cannot be conducted, the use of mechanical vegetative reduction methods within the site will be utilized, as needed, to create a mosaic of natural communities and successional stages, and reduce the risk of catastrophic wildfire.

Status: The site has had mechanical vegetative reduction five times for a total of 795.2.1 acres. See Section 4.4.1 for detailed information

Goal 2. Maintain herbaceous wetland communities as part of the adjacent fire-dependent upland communities by allowing prescribed fire to burn into the depression marsh, dome swamp, strand swamp, and wet prairie communities.

Status: The most recent prescribed burn was conducted in September 2020 and was allowed to burn into the fire dependent wetland communities. See Section 4.4.1 for detailed information.

Goal 3. Restore, enhance and/or create approximately 841.6 acres of wetlands and 35.2 acres of upland habitat within the natural area.

Status: The restoration and enhancement of the disturbed wetlands and upland habitats has been completed. See Section 4.4 for detailed information.

## Imperiled Species Habitat Maintenance, Enhancement, Restoration or Population Restoration

Goal 1. Protect, restore/enhance and maintain imperiled species habitat (short-term and long-term).

Objective A. Conduct prescribed burns to maintain the diversity and health of the plant communities on the site.

Status: The most recent prescribed burn was conducted in September 2020. See Section 4.4.1 for detailed information.

Objective B. Monitor the status of imperiled plant species populations in accordance with species-specific monitoring schedules established by ERM.

Status: Staff regularly monitors the status of imperiled plant species populations. See Section 7.2 for a detailed breakdown of the monitoring.

Objective C. Conduct periodic animal species surveys, and ongoing opportunistic surveys for all animal species observed on the natural area, including imperiled species.

Status: Staff regularly conducts periodic animal species surveys. See Section 7.4 for a detailed breakdown of the monitoring.

Objective D. Enforce relevant provisions of the Natural Areas Ordinance, such as those dealing with damage to or removal of plants, molestation or harassment of animals, introduction or release of nonnative plants and animals, and prohibition of domestic animals and pets.

Status: ERM employs Palm Beach County Sheriff's office deputies that are charged with enforcing the relevant provisions of the Natural Areas Ordinance. See Section 4.5 for detailed information.

## Nonnative, Invasive and Nuisance Species Maintenance and Control

Goal 1. Control nonnative and invasive plant species, and nonnative and nuisance animal species so that they do not significantly impact native plant communities (short-term and long-term).

Objective A. Maintain coverage of invasive/nonnative plant species at less than 1 percent of the natural area by conducting annual invasive/nonnative plant treatments.

Status: Invasive/nonnative plant species were removed from the site and continue to be removed to meet the less than 1 percent objective. See Section 4.4.2 for detailed information.

Objective B. Monitor the site for feral hogs (*Sus scrofa*), domestic and feral cats, stray dogs, coyotes (*Canis latrans*), raccoons (*Procyon lotor*) and other nonnative/nuisance animals, as needed, during opportunistic observations and scheduled wildlife monitoring surveys, and remove/control populations of nonnative/nuisance animals as necessary and feasible.

Status: The site is continually monitored for nonnative/nuisance animals as needed. See Section 4.4.3 for detailed information.

#### Hydrological Preservation/Restoration

Goal 1. Evaluate the success (short-term and long-term) of the hydrological preservation/restoration project.

Objective A. Monitor water levels within the restored portion of the site and compare the results with pre-project levels.

Objective B. Monitor vegetation within the restored freshwater wetlands to see if the vegetation within these wetlands resembles similar, intact wetlands elsewhere on the site.

Status: For Objectives A and B, staff routinely conduct hydrological monitoring within the site to measure water levels and vegetation. See Section 7.4 for detailed information.

Goal 2. Restore historic hydroperiods and surface water flow patterns as much as possible to help restore the depression marsh, dome swamp, strand swamp, and wet prairie communities (short-term and long-term).

Status: Staff has completed the restoration/enhancement of the historic wetlands onsite. See section 4.4 for detailed information.

## Cultural and Historical Resources

Goal 1. Protect and preserve the Hungryland Midden (Florida Master Site File 8PB6294) and provide interpretative material to educate the public about the existing historical resources.

Objective A. Conduct pre-construction cultural and historical resource investigations in areas that have not already been investigated for such resources and that will be disturbed as a result of public use facility construction or environmental restoration activities.

Objective B. Avoid disturbances to the soils and native vegetation surrounding any known cultural or historical resource. If additional cultural/historical resources are found within the natural area, the procedures used to protect the newly discovered cultural/historical resource(s) will depend on which agency has the ultimate review authority – Florida Division of Historical Resources (FDHR) or the County, pursuant to Article 9 of the County’s Unified Land Development Code.

Status: For Objectives A and B, staff conducted cultural and historical resource investigations prior to completion of the restoration/enhancement of the natural area. See section 3.5 for detailed information.

## Sustainable Forest Management

Goal 1. Evaluate the potential of logging certain portions of the natural area as a means to reduce un-naturally high densities of mature slash pines (short-term).

Objective A. Work with Florida Forest Service (FFS) staff or professional forester to determine the feasibility of logging mature slash pines from the flatwoods communities to reduce their density.

Objective B. If logging is determined to be a feasible way of reducing un-naturally high slash pine densities, create and implement a plan to log on an as need basis.

Status: For Objectives A and B, the site and its facilities are maintained and repaired/replaced on an as needed basis. See Section 4.3 for detailed information.

## Capital Facilities and Infrastructure

Goal 1. Maintain the existing facilities and infrastructure, and any public use facilities that may be constructed on the site in the future, in safe condition (short-term and long-term).

Objective A. Monitor the integrity and condition of facilities and infrastructure on a regular basis.

Objective B. Close unsafe areas to the public immediately upon the detection of a problem.

Objective C. Replace/repair damaged fencing and signage as soon as possible.

Objective D. Replace/repair minor cracked/damaged infrastructure issues within six months of detection, contingent upon receipt of any necessary permits, construction contract requirements and/or site conditions.

Objective E. Replace/repair major cracked/damaged major infrastructure issues within one year of detection, contingent upon receipt of any necessary permits, construction contract requirements and/or site conditions.

Status: For Objectives A – E, the site and its facilities are maintained and repaired/replaced on an as needed basis. See Section 4.3 for detailed information.

Goal 2. Maintain the overall appearance and aesthetics of the natural area (short-term and long-term).

Objective A. Maintain public use facilities (cleaning of parking lot, etc.) on a biweekly or as-needed basis.

Objective B. Mow management accessways and firebreaks on an as-needed basis.

Objective C. Paint over or remove graffiti from public use facilities on an as-needed basis.

Status: For Objectives A – C, the site and its facilities are maintained and repaired/replaced on an as needed basis. See Section 4.3 for detailed information.

## Public Access and Recreational Opportunities

- Goal 1. Continue to provide non-consumptive/non-destructive, resource-based public access and recreational opportunities within the natural area (short-term and long-term).

Status: The County has completed construction of its public use facilities and was opened to the public in September 2015. See Section 5.1 for detailed information.

## Security

- Goal 1. Implement appropriate security and access control measures to prevent unauthorized activities, such as use by OHVs, dumping and off-trail use (short-term and long-term).

Objective A. Install and maintain a fence and gate system designed to restrict public vehicular access to the designated parking lot and eliminate dumping on the site.

Objective B. Install and maintain signage to identify the site as a natural area and inform the public as to the uses and activities permitted and not permitted on the site.

Objective C. Continue to fund the Wildlands Task Force to enforce the Natural Areas Ordinance, as amended.

Objective D. Provide annual training sessions designed to educate local law enforcement officers about County ordinances related to the protection of natural areas and site-specific security issues.

Status: For Objectives A – D, the County has installed fencing, gates and signage on site, as well as implemented security measures to prevent unauthorized activity. See Sections 4.5, 5.2 and 5.3 for detailed information.

### 3. NATURAL AND CULTURAL RESOURCES

Hungryland Slough Natural Area contains a remnant of the native upland and wetland communities formerly present in southeastern Florida. Agriculture, urbanization, road and railroad construction, hydrologic modifications, fire suppression and other human-related disturbances have eliminated or severely modified most of the native upland and wetland communities near the natural area. The site's natural communities currently represent a mosaic of historical, successional and altered vegetation communities. The natural area is not a designated area of state concern or under study for such designation, and is not within an aquatic preserve.

A thorough inventory and assessment of the existing natural resources had to be conducted before meaningful management goals and objectives could be developed for the natural area. The following sections summarize the site's existing natural resources. Disturbances that have affected, and/or continue to affect, these natural resources also are identified. Restoration, enhancement and management activities designed to mitigate for adverse impacts to the site's natural resources are described in Chapters 4 and 5. A discussion of the archaeological and historical resources is provided in Section 3.5.

Both the scientific and common names of plant and animal species are provided the first time the species is mentioned in this management plan. After the initial reference, only the common name is used. Lists of plants and animals recorded at the natural area are provided in Appendixes A and B, respectively.

#### 3.1 HYDROLOGY

Historically, the topography of the Hungryland Slough Natural Area is that of a shallow trough, with the western edge higher than the eastern edge. A major tributary to the Loxahatchee Slough, Hungryland Slough runs southwest to northeast through the center of the natural area. Sheetflow from the site's wetlands flowed into the slough and then flowed northeast and east within the slough until it joined the Loxahatchee Slough and headed north to the Loxahatchee River. The segment of the Hungryland Slough within the natural area was isolated in the late 1950s when the Pratt-Whitney and Corbett Area drainage canals captured and diverted the inflow coming in from the west, and the construction of the Bee Line Highway blocked the outflow going to the north. The CSX Canal would later capture most of the reduced outflow and channel it to the C-18 Canal.

Palm Beach County LIDAR mapping (PBC 2017 LIDAR) shows that the seasonal high water elevation for wetlands on the site ranges from 21 feet in the east to 23 feet in the west. The west leg of the C-18 Canal (also known as the Hungryland Slough Canal) was constructed along the eastern and southern borders of the natural area in the late 1950s. Currently, five riser board culverts pass through the C-18 Canal levee to connect to various wetlands on the south and southeastern border of the natural area (Figure 5). The western two culverts along the southern edge of Unit 11, which provide drainage only during the peak of the wet season, are held at 20.7 ft NGVD, and the remaining three eastern culverts, along the southeastern edge of the O'Connell

tract, are held at 20.5 ft. NGVD year round. The CSX Canal, constructed in the mid-1920s, extends from the C-18 Canal northwestward along the northern border of the site to within 1,200 feet of the western border. Three overflow culverts exist under the CSX rail bed; two near the southeast corner of the natural area and one just north of the access road to the FAA communication tower. A sixth culvert, located at the southeastern most tip of the natural area, passes through the C-18 Canal levee to connect the CSX Canal to the C-18 Canal. Water levels in the CSX Canal are controlled by this terminal culvert with a control elevation of 20.5 ft. NGVD year round. Despite the network of drainage canals present around the perimeter of the natural area, these structures improve site hydrology by holding water levels near historic elevations. Most of the wetlands visible on the site in a 1940 aerial photograph (USGS 1940) are approximately the same size and shape as those in recent aerial photographs. The primary source of water for Hungryland Slough is rainfall with some sheetflow from the west during high water periods.

Major earth moving hydrological restoration projects were completed during four consecutive dry seasons, within the Unit 11 tract between 2004 and 2007. These projects included the removal of 37.5 miles of dirt roads from wetlands or re-graded to natural grade in uplands, all 7.25 miles of internal upland drainage canals were backfilled to natural grade, nearly 4 miles of wetland canals were re-contoured into deep water refugia by sloughing in the canal banks, over 1 mile of wetland canal was backfilled to natural grade, and the entire northern and eastern perimeter ditch and berm (3.4 miles) were removed thereby re-establishing the hydrological connections between the Unit 11 tract and the remainder of the Hungryland Slough Natural Area. The restoration projects and related water control structures are described in Sections 4.4.4 and 5.5.

### 3.2 NATURAL COMMUNITIES

The following discussion provides a general description of each of the “intact” and altered (“disturbed”) plant communities present on the natural area (Figure 3). Unless otherwise indicated, the descriptions provided for intact communities are based upon FNAI’s classification system (FNAI 2010). If a community is so altered that it no longer resembles or functions as an intact plant community, an alternative description has been developed. The phrase “natural community” is used in this plan, even when a plant community has been altered. A list of the typical plant species found in the County is provided for each of the intact plant communities found on the site; these lists are based on plant community descriptions contained in FNAI (2010) and species ranges provided by Wunderlin and Hansen (2011).

The goal of natural communities management is to restore and maintain as many of the natural communities that historically occupied the site as possible. Nearly all of the natural communities on the natural area have been enhanced or restored (see Section 4.4). They will be maintained through the implementation of invasive/nonnative plant and nonnative/nuisance animal control programs (see Sections 4.4.2 and 4.4.3), through the closure of all old OHV trails that are not part of the management accessway/firebreak system and through security measures designed to eliminate OHV use and dumping (see Section 4.5), and through the maintenance of more natural hydroperiods. Fire-maintained communities – depression marsh, dome swamp, mesic flatwoods,



strand swamp, wet flatwoods, and wet prairie - also will be maintained through the implementation of a prescribed burn program and/or through mechanical vegetation reduction (see Section 4.4.1).

### 3.2.1 Depression Marsh

Depression marsh is characterized as a small, shallow, usually rounded depression that is surrounded by fire-maintained matrix communities. Hydroperiods are highly variable, and range from as few as 50 days or less, to more than 200 days per year (FNAI and FDNR 1990). Typical depression marsh plant species that occur in the County include longleaf threeawn (*Aristida palustris*), beaksedges (*Rhynchospora* spp.), myrtleleaf St. John's-wort (*Hypericum myrtifolium*), peelbark St. John's-wort (*Hypericum fasciculatum*), blue maidencane (*Amphicarpum muhlenbergianum*), sand cordgrass (*Spartina bakeri*), Baldwin's spikerush (*Eleocharis baldwinii*), Elliott's yelloweyed grass (*Xyris elliotii*), corkwood (*Stillingia aquatica*), pipeworts (*Eriocaulon compressum* and *E. decangulare*), maidencane (*Panicum hemitomom*), Jamaica swamp sawgrass (*Cladium jamaicense*), pickerelweed (*Pontederia cordata*), bulltongue arrowhead (*Sagittaria lancifolia*) and American white waterlily (*Nymphaea odorata*). The outer edges of depression marshes in xeric communities have bluestem grasses, falsefennel (*Eupatorium leptophyllum*), witchgrasses (*Dichanthelium* spp.), Small's bogbutton (*Lachnocaulon minus*) and yellow hatpins (*Syngonanthus flavidulus*). Listed animal species typically associated with depression marshes, and that are found in Palm Beach County, include gopher frog (*Lithobates capito*), white ibis (*Eudocimus albus*), wood stork (*Mycteria americana*) and Florida sandhill crane (*Grus canadensis pratensis*) (Bartlett and Bartlett 2011a, FNAI and FDNR 1990, Pranty et al. 2006).

Fire is important in maintaining this community by limiting peat buildup, and preventing the invasion of trees and shrubs (Craighead 1971, FNAI 2010). Fire is most frequent at the edge of the marsh. Wade et al. (1980) stated that fire periodicity is about 3 to 5 years in most deep-water marshes, while shallow-water marshes burn on a 1- to 3-year cycle, if plant growth is sufficient to carry a fire. At the natural area, this community will be burned at the same time and frequency as the predominate, adjacent fire-maintained community. This community covers approximately 186 acres.

FNAI (2022) ranked depression marsh as G4/S4 - apparently secure globally and in Florida, but possibly rare in part of its range.

### 3.2.2 Dome Swamp

Dome swamp is characterized as a relatively shallow, circular or elliptically-shaped, forested depression wetland that is found in isolated patches within a fire-maintained community. Standing water is present 180 to 270 days per year (Casey and Ewel 1998), with the longest durations at the center. In South Florida, dome swamps are typically dominated by pond-cypress. Other typical dome swamp plant species that are found in the County include slash pine (*Pinus elliotii*), dahoon (*Ilex cassine*), swamp bay (*Persea palustris*), sweetbay (*Magnolia virginiana*), red maple (*Acer rubrum*), loblolly bay (*Gordonia lasianthus*), pond apple (*Annona glabra*), coco

plum (*Chrysobalanus icaco*), Virginia willow (*Itea virginica*), fetterbush (*Lyonia lucida*), coastalplain willow (*Salix caroliniana*), wax myrtle (*Morella cerifera*), St. John's-worts (*Hypericum* spp.), common buttonbush (*Cephalanthus occidentalis*), Virginia chain fern (*Woodwardia virginica*), royal fern (*Osmunda regalis* var. *spectabilis*), cinnamon fern (*Osmunda cinnamomea*), swamp fern (*Telmatoblechnum serrulatum*), maidencane (*Panicum hemitomom*), Jamaica swamp sawgrass (*Cladium jamaicense*), beaksedges (*Rhynchospora* spp.), lizard's tail (*Saururus cernuus*), Carolina redroot (*Lachnanthes caroliniana*), taperleaf waterhorehound (*Lycopus rubellus*), false nettle (*Boehmeria cylindrica*), smartweeds (*Polygonum* spp.), Spanish moss (*Tillandsia usneoides*), wild pines (*Tillandsia* spp.), sphagnum (*Sphagnum* spp.), big floatingheart (*Nymphoides aquatica*), water spangles (*Salvinia minima*), duckweeds (*Lemna* spp.), dotted duckweed (*Landoltia punctata*), fireflag (*Thalia geniculata*), bulltongue arrowhead, eastern poison ivy (*Toxicodendron radicans*), white twinevine (*Funastrum clausum*) and laurel greenbrier (*Smilax laurifolia*). Dome swamp listed animal species that are found in Palm Beach County include American alligator, striped mud turtle (*Kinosternon baurii*), white ibis and wood stork (Bartlett and Bartlett 2011b, FNAI 2010, FNAI and DNR 1990, Pranty et al. 2006).

Fire is essential for maintaining the structure and species composition of dome swamps. Normal fire intervals may be as short as 3 to 5 years along the outer edge to as long as 100 to 150 years near the center. Pond-cypress is tolerant of light surface fires, but fires that burn into the peat can kill most of the trees. At the natural area, this community will be burned at the same time and frequency as the predominate, adjacent fire-maintained community. Prescribed fire will be allowed to burn into the dome swamp as far as available fuels and moisture levels allow it to go. Dome swamps at the natural area cover 12.7 acres.

FNAI (2022) ranked dome swamp as G4/S4 - apparently secure globally and in Florida, but possibly rare in part of its range.

### 3.2.3 Hydric Hammock

Hydric hammock is characterized as an evergreen hardwood and/or cabbage palm (*Sabal palmetto*) forest with a variable understory often dominated by palms and ferns, occurring on moist soils. Hydric hammock soils are generally saturated, but are inundated only for short periods following heavy rains. The normal hydroperiod is seldom over 60 days per year. This community generally has a closed canopy of oaks and palms, an open understory, and a sparse-to-moderate groundcover of grasses and ferns. Typical hydric hammock plant species whose ranges include the County are cabbage palm, laurel oak, live oak, red cedar (*Juniperus virginiana*), red maple, sweetbay (*Magnolia virginiana*), slash pine, water oak (*Quercus nigra*), swamp dogwood (*Cornus foemina*), American elm (*Ulmus americana*), Walter's viburnum (*Viburnum obovatum*), wax myrtle, common persimmon (*Diospyros virginiana*), swamp bay (*Persea palustris*), eastern poison ivy, myrsine (*Myrsine cubana*), wild coffee (*Psychotria nervosa*), American beautyberry (*Callicarpa americana*), sugarberry (*Celtis laevigata*), sweetgum (*Liquidambar styraciflua*), flatsedges (*Cyperus* spp.), woodoats (*Chasmanthium* spp.), Carolina scalystem (*Elytraria caroliniensis*), basketgrass (*Oplismenus hirtellus*), maiden ferns (*Thelypteris* spp.), cinnamon fern, royal fern,

swamp fern, netted chain fern (*Woodwardia areolata*), Virginia chain fern, golden polypody (*Phlebodium aureum*), shoestring fern (*Vittaria lineata*), wild pines (*Tillandsia* spp.), peppervine (*Nekemias arborea*), rattan vine (*Berchemia scandens*), yellow jessamine (*Gelsemium sempervirens*), greenbriers (*Smilax* spp.), summer grape (*Vitis aestivalis*) and muscadine (*Vitis rotundifolia*).

Hydric hammock is not a fire-maintained community, but it does burn on occasion. When hydric hammock communities burn, the intensity of the fire determines which plant species survive the fire. Cabbage palms are fire tolerant and are favored in hydric hammocks that have experienced high intensity fires. Live oaks can survive low intensity fires, but other hydric hammock species may be killed by fire. Prescribed fire will be allowed to burn into the hydric hammock community as far as available fuels and moisture levels allow it to go. The hydric hammock community covers 13.2 acres.

FNAI (2022) ranked hydric hammock as G4/S4 - apparently secure globally and in Florida, but possibly rare in parts of its range.

#### 3.2.4 Mesic Flatwoods

Mesic flatwoods is the most widespread natural community in Florida. It is characterized as having an open overstory of pines, which in South Florida consists of slash pine. The understory generally includes a low, dense groundcover layer of grasses, forbs and shrubs. Other typical mesic flatwoods plant species that occur in the County include saw palmetto (*Serenoa repens*), gallberry (*Ilex glabra*), coastalplain staggerbush (*Lyonia fruticosa*), fetterbush (*Lyonia lucida*), dwarf huckleberry (*Gaylussacia dumosa*), shiny blueberry (*Vaccinium myrsinites*), dwarf live oak (*Quercus minima*), running oak (*Quercus pumila*), wiregrass (*Aristida stricta* var. *beyrichiana*), witchgrasses and bluestem grasses, plus a large number of showy forbs.

Mesic flatwoods communities require frequent fire; all of the common plant species recover quickly after a fire and several plant species require fire to reproduce. Nearly all natural fires in mesic flatwoods occur at 1- to 6-year intervals, with 2- to 3-year intervals being the most common. Reintroduction of fire into long unburned flatwoods can result in high pine mortality due to excessive smoldering at the base of the trees, a side effect of fuel and litter build-up. Growing season fires (April to mid-August) are favored over winter burns because many of the grasses and forbs require fire to flower and set seed.

The mesic flatwoods community at the natural area occupies 1,314.2 acres. It will be prescribed burned, contingent upon appropriate weather conditions, smoke and safety considerations, funding and/or resource availability, and other factors that may limit burning within an urban environment prescribed burn. If an “ideal” burn frequency cannot be met, prescribed burns and/or mechanical vegetative reduction methods will be used, as needed, to create a mosaic of natural communities and successional stages within the management units that contain the mesic flatwoods community, and reduce the risk of catastrophic wildfire.

FNAI (2022) ranked mesic flatwoods as G4/S4 - apparently secure globally and in Florida, but possibly rare in part of its range.

### 3.2.5 Prairie Mesic Hammock

Mesic hammock is a rarely-inundated, evergreen hardwood and/or palm forest. It is characterized by a closed canopy that is dominated by live oak; cabbage palm is common in the canopy and subcanopy. Other canopy and subcanopy plant species found in the County that also may be found in mesic hammock communities include gumbo limbo (*Bursera simaruba*), satinleaf (*Chrysophyllum oliviforme*), water oak (*Quercus nigra*), laurel oak, sweetgum (*Liquidambar styraciflua*), sugarberry (*Celtis laevigata*) and slash pine. Shrubs found in the County that are typical of mesic hammock communities include saw palmetto, American beautyberry (*Callicarpa americana*), American holly (*Ilex opaca* var. *arenicola*), gallberry, sparkleberry (*Vaccinium arboreum*), hog plum (*Ximenia americana*), common persimmon (*Diospyros virginiana*), Carolina laurelcherry (*Prunus caroliniana*), wax myrtle, Simpson's stopper (*Myrcianthes fragrans*), myrsine and wild coffee (*Psychotria* spp.). Groundcover species include low panic grasses (*Panicum* spp.), witchgrasses, basketgrass (*Oplismenus hirtellus*), flatsedges (*Cyperus* spp.), tall nutgrass (*Scleria triglomerata*), bracken (*Pteridium aquilinum*), partridgeberry (*Mitchella repens*), toothpetal false reinorchid (*Habenaria floribunda*) and other ground orchids, Spanish moss (*Tillandsia usneoides*), wild pines (*Tillandsia* spp.), resurrection fern (*Pleopeltis michauxiana*), golden polypody (*Phlebodium aureum*), shoestring fern (*Vittaria lineata*), Florida butterfly orchid (*Encyclia tampensis*), muscadine (*Vitis rotundifolia*), greenbriers (*Smilax* spp.), yellow jessamine (*Gelsemium sempervirens*), eastern poison ivy and Virginia creeper (*Parthenocissus quinquefolia*).

Prairie mesic hammock is a variant of mesic hammock. Prairie mesic hammock is further defined as isolated patches of mesic hammock occurring within a larger matrix of pyrogenic vegetation, usually dry prairie or mesic flatwoods, but occasionally on higher rises within a basin marsh, wet prairie, or wet flatwoods. These hammocks may experience low intensity fires on a regular basis, leading to a somewhat species-depauperate canopy of cabbage palm, live oak, or a mixture of the two species, with saw palmetto common in the understory.

Mesic hammock is not a fire-maintained community. Intense fires can destroy mesic hammock. Prescribed fire will be allowed to burn into the prairie mesic hammock community as far as available fuels and moisture levels allow it to go. This community currently occupies 29.6 acres at the natural area.

FNAI (2022) ranked mesic hammock as G3/S3? – both globally and in Florida this natural community is either very rare and local throughout its range, or found locally in a restricted range or vulnerable to extinction from other factors. The question mark indicates that the state status is questionable at present.

### 3.2.6 Strand Swamp

Strand swamp is characterized by shallow, forested, usually elongate depressions or channels dominated by bald-cypress (*Taxodium distichum*) or pond-cypress (*Taxodium ascendens*). Standing water may be present in strand swamp for 100 to 300 days per year. Water levels are deepest and remain the longest in the center of the strand. Typical strand swamp plant species that are found in the County include pond-cypress, bald-cypress, pond apple (*Annona glabra*), red maple (*Acer rubrum*), laurel oak (*Quercus laurifolia*), cabbage palm, strangler fig (*Ficus aurea*), swamp bay (*Persea palustris*), sweetbay (*Magnolia virginiana*), coastalplain willow (*Salix caroliniana*), wax myrtle (*Morella cerifera*), myrsine (*Myrsine cubana*), common buttonbush (*Cephalanthus occidentalis*), eastern poison ivy (*Toxicodendron radicans*), white twinevine (*Funastrum clausum*), string-lily (*Crinum americanum*), giant leather fern (*Acrostichum danaeifolium*), swamp fern (*Telmatoblechnum serrulatum*), royal fern (*Osmunda regalis* var. *spectabilis*), Jamaica swamp sawgrass (*Cladium jamaicense*), waterhyssops (*Bacopa* spp.), epiphytic orchids and wild pines (*Tillandsia* spp.).

Fire is rare in strand swamp. The frequency of fire is greatest where the edge of the strand swamp abuts a pine-dominated community and lowest in the center of the swamp. Cypress is tolerant of light surface fires, but fires that burn into the peat can kill most of the trees. At this site, the strand swamp community will not receive any special protection under the fire management plan; prescribed fire will be allowed to burn into the strand swamp community as far as available fuels and moisture levels allow it to go. The strand swamp community covers approximately 108.9 acres.

FNAI (2022) ranked strand swamp as G2/S2 - imperiled both globally and in Florida because of rarity or vulnerability to extinction.

### 3.2.7 Wet Flatwoods

Wet flatwoods are characterized as relatively open-canopy forests of scattered slash pine, with a sparse or absent midstory and a dense groundcover of hydrophytic grasses, herbs and low shrubs. Typical understory plant species that may be found in the County include sweetbay, swamp bay, loblolly bay, pond-cypress, cabbage palm, dahoon, wax myrtle, gallberry, saw palmetto, fetterbush, wiregrass, blue maidencane, toothachegrass (*Ctenium aromaticum*), coastalplain yelloweyed grass (*Xyris ambigua*), Carolina redroot and beaksedges. During the rainy season, water frequently stands on the surface, inundating the wet flatwoods for one month or more per year. Natural fire frequency in wet flatwoods has been estimated at 1 to 10 years. Shorter fire intervals favor grassy wet flatwoods, while longer intervals favor a shrubbier subtype. The recommended burn interval for South Florida wet flatwoods is once every 4 years.

The wet flatwoods community at the natural area currently occupies 425.9 acres. The wet flatwoods community will be prescribed burned, contingent upon appropriate weather conditions, smoke and safety considerations, funding and/or resource availability, and other factors that may

limit burning within an urban environment prescribed burn. If an “ideal” burn frequency cannot be met, prescribed burns and/or mechanical vegetative reduction methods will be used, as needed, to create a mosaic of natural communities and successional stages within this community, and reduce the risk of catastrophic wildfire.

FNAI (2022) ranked wet flatwoods as G4/S4 - apparently secure globally, but rare in parts of its range, and apparently secure in Florida.

### 3.2.8 Wet Prairie

Wet prairie is characterized as an herbaceous community found on continuously wet, but not inundated, soils on flat or gentle slopes between lower lying communities such as depression marshes, shrub bogs or dome swamps and slightly higher wet or mesic flatwoods or dry prairies. Wiregrass typically dominates the drier portions of the wet prairie community. In the County, the wetter portions of the community may be dominated by wiregrass, plumed beaksedge (*Rhynchospora plumosa*), Baldwin’s nutrush (*Scleria baldwinii*), slenderfruit nutrush (*Scleria georgiana*) and/or longleaf threeawn (*Aristida palustris*). Other typical wet prairie plant species that may be found in the County include sundews (*Drosera* spp.), butterworts (*Pinguicula* spp.), bladderworts (*Utricularia* spp.), yellow-flowered butterwort (*Pinguicula lutea*), toothachegrass, pineland rayless goldenrod (*Bigelovia nudata* subsp. *australis*), flattened pipewort (*Eriocaulon compressum*), water cowbane (*Tiedemannia filiformis*) and coastalplain yelloweyed grass. The only listed animal species typically found in wet prairie in Palm Beach County is Audubon’s crested caracara (*Polyborus plancus audubonii*) (FNAI and FDNR 1990, Pranty et al. 2006).

At the natural area this community will be treated with prescribed fire, contingent upon appropriate weather conditions, smoke and safety considerations, funding and/or resource availability, and other factors that may limit burning within an urban environment prescribed burn. Fires naturally occur in wet prairies at intervals of once every 2 to 3 years. However, due to their relatively small size, wet prairies at the natural area will be burned at the same time and frequency as the predominate, adjacent fire-maintained community. The wet prairie community at the natural area occupies 867.9 acres.

FNAI (2022) ranked wet prairie as G2/S2 – imperiled both globally and in Florida because of rarity or vulnerability to extinction.

## 3.3 PLANTS AND ANIMALS - OVERVIEW

As of July 2021, 302 species of plants have been recorded at the natural area (Appendix A). Of these, eleven have been listed for protection or special management by a government agency or have been ranked by FNAI (Table 1). Thirty-one species of plants recorded at the site are not native to the South Florida mainland (see Section 4.4.2 and Appendix A).

As of May 2021, 214 species of animals have been recorded at the natural area (Appendix B). Twenty-eight of these species have been listed for protection or special management by a government agency or have been ranked by FNAI (Table 2). Two species of invertebrates and two species of vertebrates recorded at the site are not native to the South Florida mainland (see Section 4.4.3 and Appendix B).

Some native plant and animal species recorded at the natural area are habitat-specific, using only one natural community, while others use a variety of natural communities. Therefore, the preservation, restoration, enhancement and management of all of the natural communities at the natural area are critical to the long-term preservation of plant and animal species indigenous to the site.

### 3.4 LISTED SPECIES

#### 3.4.1 Plants

Eleven plant species recorded at the natural area have been listed for protection or special management by at least one governmental agency or have been ranked by FNAI (Table 1). These species will be protected as components of the natural communities of which they are a part. All listed/ranked plant species recorded at the natural area will be protected by implementing management activities designed to restore, enhance and maintain the natural communities in which they occur; controlling/removing invasive/nonnative vegetation; implementing a prescribed burn program; maintaining and restoring the hydrology of the site; routing management accessways, trails and other public use facilities away from known populations whenever possible; relocating plants that cannot be avoided during construction and restoration activities; controlling feral hog populations; and protecting the site from plant collectors. Species known to be susceptible to fire may be protected during prescribed burn activities by one or more of the following actions: having multiple management units, burning only one unit at a time to maintain a seed source on the unburned parts of the site, maintaining a mosaic of seral stages on the site, creating temporary firebreaks, or relocating individual plants to other locations on the site prior to a prescribed burn. Information regarding the monitoring of listed/ranked plant species is provided in Section 7.2.

This section includes a brief description of each listed/ranked plant species and any species-specific management/protection strategies that may be used to protect that species. The ranks and designations assigned to the species are provided in Table 1. Listed/ranked plant species recorded at the natural area are discussed below in alphabetical order by common name. The typical habitats provided for each species are as described by Wunderlin and Hansen (2011) unless otherwise noted.

#### Catesby's lily (*Lilium catesbaei*)

This bulbous perennial herb was first recorded at the natural area by ERM staff in 1993; it is occasionally observed at the natural area. Catesby's lily is typically found in moist to wet

flatwoods and savannas (Gann et al. 2016a, Wunderlin and Hansen 2011). It can be shaded out by competing vegetation and disappear or become dormant when fires are infrequent (Huegel 2011).

#### Celestial lily (*Nemastylis floridana*)

This endemic perennial herb was first recorded at the natural area by ERM staff in 2005; it is occasionally observed at the natural area. Celestial lily is typically found in swamps, marshes and wet flatwoods. The grass-like plants are inconspicuous except when flowering (NatureServe 2021). The deep blue flowers, which only last one day, typically open after 3:00 p.m. and close by 6:00 p.m.; celestial lily flowers in the fall (Chafin 2000, Huegel 2009).

#### Cinnamon fern (*Osmunda cinnamomea*)

This terrestrial fern was first recorded at the natural area by ERM staff in 2007; it is very rarely observed at the natural area. Cinnamon fern is typically found in freshwater marshes, swamps and bogs.

#### Common wild pine (*Tillandsia fasciculata*)

This epiphytic bromeliad was first recorded at the natural area by ERM staff in 1993; it is frequently observed at the natural area. It is typically found in cypress swamps, hammocks and flatwoods. All species of *Tillandsia* may be killed directly by fire, or indirectly as a result of the loss of the protective tree canopy or death of the host tree (Robertson and Platt 1992 and 2001).

#### Florida butterfly orchid (*Encyclia tampensis*)

This epiphytic orchid was first recorded at the natural area by ERM staff in 1999; it is frequently observed at the natural area. Florida butterfly orchids are typically found in hammocks, hardwood swamps, cypress swamps, mangroves and palm groves. Florida butterfly orchids may be killed directly by fire, or indirectly as a result of the loss of the protective tree canopy or death of the host tree (Robertson and Platt 1992 and 2001).

#### Giant wild pine (*Tillandsia utriculata*)

This epiphytic bromeliad was first recorded at the natural area by ERM staff in 1999; it is frequently observed at the natural area. Giant wild pine is typically found in hammocks and cypress swamps. All species of *Tillandsia* may be killed directly by fire, or indirectly as a result of the loss of the protective tree canopy or death of the host tree (Robertson and Platt 1992 and 2001).

#### Hand fern (*Ophioglossum palmatum*)

This epiphytic fern was first recorded at the natural area by ERM staff in 1999; it is frequently



observed at the natural area. Populations of this fern species may fluctuate with rainfall patterns, wildfires, hurricanes and the loss of cabbage palm “boots” (Chafin 2000); it requires very humid/moist conditions and is adversely affected by fire (Nelson 2000). Hand ferns are typically found in hammocks and cypress swamps.

#### Inflated & reflexed wild pine (*Tillandsia balbisiana*)

This epiphytic bromeliad was first recorded at the natural area by ERM staff in 1993; it is frequently observed at the natural area. Inflated & reflexed wild pine is typically found in hammocks and scrub. All species of *Tillandsia* may be killed directly by fire, or indirectly as a result of the loss of the protective tree canopy or death of the host tree (Robertson and Platt 1992 and 2001).

#### Leafy beaked ladiestresses (*Sacoila lanceolata* var. *paludicola*)

This terrestrial orchid was first recorded at the natural area by ERM staff in 1993; it is rarely observed at the natural area. In South Florida, it is typically found in cypress swamps and middens.

#### Royal fern (*Osmunda regalis* var. *spectabilis*)

This terrestrial fern was first recorded at the natural area by ERM staff in 1993; it is frequently observed at the natural area. This species is typically found in swamps, marshes and bogs. Royal fern has a low tolerance to fire (LaRue 2008).

#### Saw palmetto (*Serenoa repens*)

This perennial shrub was first recorded at the natural area in by ERM staff in 1999; it is frequently observed at the natural area. This species is typically found in pinelands, scrub and coastal upland communities (Gann, et al. 2016b). Saw palmetto is adapted to fire.

### 3.4.2 Animals

Twenty-eight animal species recorded at the natural area have been listed for protection or special management by at least one governmental agency or by FNAI (Table 2). The listed/ranked animal species at the natural area will be managed and protected as components of the natural communities of which they are a part. All listed/ranked animal species will be managed and protected through the implementation of management activities designed to restore, enhance and maintain the natural communities used by these species; by establishing a protective buffer zone around any known nest or rookery, or any nest or rookery that may be discovered in the future; and by the enforcement of anti-poaching regulations. ERM will coordinate with FWC on the management of the site for protection of listed animals.

This section includes a brief description of each listed/ranked animal species, including the habitats in which it is typically found and the species' primary diet. The ranks and designations assigned to the species are provided in Table 2. Listed/ranked animal species recorded at the natural area are discussed in alphabetical order by common name.

American alligator (*Alligator mississippiensis*)

This large aquatic reptile was first recorded at the natural area by ERM staff in 1995; it is regularly observed at the natural area. It is a carnivore; its diet is primarily snails, aquatic insects and crustaceans when young, and fish, turtles, snakes, small mammals and birds when older (Ashton and Ashton 1991). The American alligator is primarily a freshwater species. It may be present in any water-retaining habitat, including ponds, canals, lakes, rivers, large streams, borrow pits, swamps and marshes (Bartlett and Bartlett 2011b).

American redstart (*Setophaga ruticilla*)

This migratory warbler was first recorded at the natural area by ERM staff in 1999; it is occasionally observed at the natural area. American redstarts typically feed on insects and spiders (Pranty et al. 2006). Fall migrants arrive in Florida between late July and early November, and spring birds pass through between late March and early June (Maehr and Kale 2005). This species does not nest in South Florida (Sherry and Holmes 1997).

Audubon's crested caracara (*Polyborus plancus audubonii*)

This large, carrion-eating raptor was recorded at the natural area by ERM staff in 2019; this was the first, and only, recorded sighting of this species at this site. Caracaras are a permanent resident of the interior portion of the Florida peninsula (Pranty et al. 2006). It typically inhabits prairies, pastures and other upland grasslands. This species is not known to nest at the natural area.

Bachman's sparrow (*Peucaea aestivalis*)

This small, nonmigratory, ground-nesting songbird was first recorded at the natural area by ERM staff in 1999; it is occasionally observed at the natural area. Bachman's sparrows feed on seeds, a variety of insects and other invertebrates (Maehr and Kale 2005). This species typically inhabits pine flatwoods and dry prairies (Pranty et al. 2006). It does not nest in South Florida (Maehr and Kale 2005).

Bald eagle (*Haliaeetus leucocephalus*)

This very large bird of prey was first recorded at the natural area by ERM staff in 1999; it is regularly observed at the natural area. Bald eagles feed primarily on fish and waterbirds (Pranty et al. 2006). This species inhabits coastal beaches, salt marshes, dry prairies, mixed pine and hardwood forests, wet prairies and marshes, pine flatwoods, sandhills and agricultural areas

(Maehr and Kale 2005). In Florida, most bald eagles are year-round residents, but winter migrants do occur. Bald eagles typically nest in pine trees, but also may nest in mangrove trees or cypress; most nests are built more than 50 feet off the ground (Stevenson and Anderson 1994). The bald eagle is not known to have nested on the natural area.

#### Black-crowned night-heron (*Nycticorax nycticorax*)

This medium-sized wading bird was first recorded at the natural area by ERM staff in 1999; it is regularly observed at the natural area. Black-crowned night-herons hunt small fish, amphibians, snakes and invertebrates in shallow freshwater, estuarine and marine wetlands, usually at night (Maehr and Kale 2005, Pranty et al. 2006). In Florida, they typically nest with other wading birds in large colonies (Pranty et al. 2006). Nesting occurs between December and June; platform nests are constructed in a variety of shrubs and trees (Maehr and Kale 2005, Pranty et al. 2006). This species is not known to nest at the natural area.

#### Eastern diamond-backed rattlesnake (*Crotalus adamanteus*)

This large, heavy-bodied, venomous snake was first recorded at the natural area in by ERM staff in 1999; it is occasionally observed at the natural area. The eastern diamond-backed rattlesnake is a carnivore; its diet is primarily small mammals, ranging in size from mice to rabbits (Bartlett and Bartlett 2003). This species typically occurs in pine woods, palmetto scrubland, coastal strand and the Everglades. It may occasionally be found in gopher tortoise burrows (Ashton and Ashton 2008).

#### Eastern indigo snake (*Drymarchon corais couperi*)

This large, black non-venomous snake was recorded at the natural area in 1999 (Enge et al. 2013); this was the first, and only, recorded sighting of this species at this site. The eastern indigo snake is a carnivore; its diet includes a variety of reptiles, amphibians, small mammals and birds (Ashton and Ashton 2008; Bartlett and Bartlett 2003). This species is a wide-ranging, territorial snake that occasionally uses gopher tortoise burrows. An adult male indigo snake can have a range of more than 370 acres and use a wide variety of disturbed and natural habitats (Bartlett and Bartlett 2003, Moler 1992).

#### Eastern king snake (*Lampropeltis getula*)

This large, non-venomous, snake was first recorded at the natural area by ERM staff in 1999; it is very rarely observed at the natural area. The eastern king snake is a strong constrictor; its diet includes a variety of reptiles, amphibians, small mammals, birds, and turtle eggs. Kingsnakes are resistant to the venom of pit-vipers and readily eat cottonmouths and rattlesnakes. This species typically occurs in hardwood and pine forests, bottomlands and swamps, hammocks, tidal wetlands, and even farmlands and suburban areas. This species is strongly terrestrial, but inhabits

areas close to water such as canals, stream banks, and swamp margins (Bartlett and Bartlett 2003, Moler 1992).

#### Everglade snail kite (*Rostrhamus sociabilis plumbeus*)

This medium-sized bird of prey was first recorded at the natural area by ERM staff in 1999; it is frequently observed at the natural area. The Everglade snail kite's distribution in North America is restricted to the freshwater marshlands of central and southern Florida (Maehr and Kale 2005). It preys almost exclusively on the Florida applesnail (*Pomacea paludosa*) and moves around as the availability of snails changes with fluctuations in water levels (Pranty et al. 2006). Snail kites typically forage in shallow, relatively open water with a low density of emergent vegetation. They are vulnerable to changes to foraging habitat caused by the invasion of nonnative aquatic plants, especially common water-hyacinth (*Eichhornia crassipes*) (Maehr and Kale 2005). The most suitable wetlands are those that remain wet nearly year-round and only become dry on an occasional and sporadic basis. Nests are constructed in low trees or shrubs or emergent marsh vegetation over standing water (Maehr and Kale 2005, Pranty et al. 2006). This species will abandon its nest if the site loses standing water. A portion of the natural area is located within a proposed Strategic Habitat Conservation Area for swallow-tailed kite as identified by FWC (Endries et al. 2009). It is not known to nest at the natural area.

#### Florida sandhill crane (*Antigone canadensis pratensis*)

This large wading bird was first recorded at the natural area by ERM staff in 1993; it is regularly observed at the natural area. The non-migratory Florida sandhill crane typically nests and feeds in wetland habitats such as wet prairies and depression marshes, but also forages for invertebrates and small vertebrates in wet flatwoods and open pastures, as well as on golf courses and suburban lawns (Maehr and Kale 2005, Pranty et al. 2006). It builds platform nests in basin marshes and depression marshes. Florida sandhill crane has been observed nesting on the site.

#### Glossy ibis (*Plegadis falcinellus*)

This medium-large wading bird was recorded at the natural area by ERM staff in 1999; it is regularly observed at the natural area. Glossy ibis typically feed on crayfish, fish, reptiles, amphibians and insects (Maehr and Kale 2005, Pranty et al. 2006). They inhabit freshwater marshes, swamps, lakes, flooded agricultural areas and occasionally estuaries (Pranty et al. 2006). Nesting occurs in mixed colonies with other wading birds in shrubs and trees that are either over standing water or on islands. Glossy ibises build platform nests made of sticks. This species is not known to nest at the natural area.

#### Gopher tortoise (*Gopherus polyphemus*)

This medium-sized terrestrial turtle was first recorded at the natural area by ERM staff in 1999; it is very rarely observed at the natural area. Gopher tortoises are plant eaters; they feed on 400

species of grass and herbaceous plants (Ashton and Ashton 2008). They can travel up to two miles from their burrows to feed. They also may eat carrion, small animals, insects and other invertebrates. The gopher tortoise typically inhabits sandhill, scrub, scrubby flatwoods, xeric hammock, pine flatwoods, dry prairie, coastal strand, mixed pine-hardwood communities and a variety of disturbed well-drained habitats (FWC 2012). The gopher tortoise is a keystone species in upland communities because of the important role that this species plays in relation to other plants and animals. At least 411 species of vertebrate and invertebrate animals use gopher tortoise burrows (Mushinsky et al. 2006).

#### Hairy woodpecker (*Dryobates villosus*)

This nonmigratory bird species was first recorded at the natural area by ERM staff in 2008; it is very rarely observed at the natural area. Hairy woodpeckers seem to be dependent on fire-maintained pine forests, where they feed on the larvae of wood-boring beetles that become abundant soon after a pine tree is killed (Pranty et al. 2006). This species also may eat other insects, nuts and fruits. It is typically found in pine flatwoods or plantations, mixed pine and cypress forests, and riparian forests. Hairy woodpeckers nest in cavities excavated in live or dead tree trunks or limbs. This species is not known to nest on the natural area. Potential nesting habitat for this species will be protected by allowing dead pine trees to remain standing on the site unless they pose a hazard to the public or land management personnel.

#### Least tern (*Sternula antillarum*)

This small tern species was first recorded at the natural area by ERM staff in 1999; it is very rarely observed at the natural area. This migratory species is present in Florida from March through September (Maehr and Kale 2005). It feeds on small fish and shrimp (Pranty et al. 2006). Least terns typically inhabit beaches, dunes, soil islands and inland areas near large lakes. Nesting occurs throughout Florida from April through September (Maehr and Kale 2005, Pranty et al. 2006). Least terns are colonial ground nesters. Historically they nested on beaches, dunes, islands and river shores; they now nest on light-colored human-made habitats such as spoil islands, construction sites, phosphate mines and gravel rooftops. Least terns are not known to nest on the site.

#### Limpkin (*Aramus guarauna*)

This unusual wading bird was first recorded at the natural area by ERM staff in 1999; it is regularly observed at the natural area. Limpkin feed primarily on applesnails (*Pomacea* spp.) and freshwater clams, although lizards, frogs, worms, insects, crustaceans and other snails also may be taken (Maehr and Kale 2005, Pranty et al. 2006). This species typically inhabits freshwater marshes, cypress swamps and the edges of rivers and creeks (Pranty et al. 2006). The species is not known to nest on the natural area.

#### Little blue heron (*Egretta caerulea*)

This medium-sized heron was first recorded at the natural area by ERM staff in 1993; it is regularly observed at the natural area. Little blue herons feed on small fish and amphibians, aquatic crustaceans, insects, worms and snakes (FWC 2013). This species inhabits coastal beaches, salt marshes, mangroves, hardwood swamps, cypress swamps, wet prairies, freshwater marshes, lakes and ponds, and flooded agricultural areas (Maehr and Kale 2005, Pranty et al. 2006). Nesting occurs from late February through August in single species or multiple species wading bird colonies, mainly at saltwater sites (Maehr and Kale 2005). The little blue heron is not known to nest at this site.

#### Osprey (*Pandion haliaetus*)

This large bird of prey was first recorded at the natural area by ERM staff in 1995; it is regularly observed at the natural area. It feeds almost exclusively on fish (FWC 2018, Pranty et al. 2006). Ospreys are widely distributed in Florida and may be found near coastal beaches, salt marshes, open saltwater, open freshwater, mangroves, and wet prairies and marshes (Maehr and Kale 2005). In South Florida, nesting occurs from late November to early summer (FWC 2018). Ospreys use live or dead trees, telephone poles and other human-made structures for nesting; they create large stick nests high above the ground that they use for many years (Pranty et al. 2006). This species is not known to nest at the natural area.

#### Red-cockaded woodpecker (*Picoides borealis*)

This highly-social woodpecker was first recorded at the natural area by ERM staff in 1999; it is very rarely observed at the natural area. It feeds primarily on insects and spiders, and rarely on seeds and berries (Pranty et al. 2006). The red-cockaded woodpecker is perhaps the rarest woodpecker in Florida; it is found in old-growth pine flatwoods (Maehr and Kale 2005, Pranty et al. 2006). Nesting occurs in live pine trees where adults excavate cavities that are used for multiple years (Pranty et al. 2006). Resin wells drilled around the nest entrance make the “white-washed” trees easy to identify as nesting sites (Maehr and Kale 2005). This species is not known to nest at the natural area. An established population of this species resides at the adjacent Corbett WMA.

#### Reddish egret (*Egretta rufescens*)

This large wading bird was first recorded at the natural area by ERM staff in 2016; it is very rarely observed at the natural area. Reddish egrets typically feed on small fish (Pranty et al. 2006). This species is restricted to coastal areas (FWC 2013; Maehr and Kale 2005); it may be found in coastal lagoons, tidal flats, estuaries and mangrove swamps (Pranty et al. 2006). The reddish egret is a colonial nester which builds platform stick nests on coastal islands in mangroves or Brazilian pepper (FWC 2013, Pranty et al. 2006). It is not known to nest at the natural area.

### Roseate spoonbill (*Platalea ajaja*)

This large, colorful wading bird was first recorded at the natural area by ERM staff in 2008; it is occasionally observed at the natural area. Roseate spoonbills feed on fish, crustaceans, mollusks and other aquatic animals (Pranty et al. 2006). They inhabit shallow estuaries and bays, mangrove swamps, coastal islands and flooded agricultural fields. Roseate spoonbills are fairly common permanent residents in the southern half of the Florida peninsula. In Florida, mainland populations normally breed from late February or early March to June (Sustainable Ecosystems Institute 2007). Nesting usually occurs with other wading birds in large colonies on thick thickets of mangroves; spoonbills construct bulky stick nests (Pranty et al. 2006). This species is not known to nest on the natural area.

### Round-tailed muskrat (*Neofiber alleni*)

This large, nocturnal semi-aquatic rodent was first recorded at the natural area by ERM staff in 1999; it is very rarely observed at the natural area. It eats roots and stems of aquatic and semi aquatic vegetation; major food plants include arrowheads (*Sagittaria* spp.), pickerelweed, water lilies (*Nymphaea* spp.), maidencane, cutgrass (*Leersia* sp.), sedges and grasses (*Panicum*, *Sporobolus* and *Echinochloa*) (Cassola 2016). Round-tailed muskrats typically live in grassy freshwater marshes and certain brackish coastal marshes, but in some parts of Florida also may tunnel in both cultivated and abandoned fields (Brown 1997, Whitaker and Hamilton 1998). During times of low water they live in burrows (Whitaker and Hamilton 1998). Individual animals are rarely seen, but they construct feeding platforms and small lodges that reveal their presence.

### Snowy egret (*Egretta thula*)

This wading bird was first recorded at the natural area by ERM staff in 1999; it is regularly observed at the natural area. The snowy egret feeds on a variety of fish, aquatic crustaceans, insects, and small amphibians, worms or snakes (FWC 2013). It is a common and widespread Florida resident that is found in almost any wetland habitat, including coastal beaches, freshwater and salt marshes, mangroves, hardwood swamps, cypress swamps, wet prairies, flooded agricultural areas and urban environments (Maehr and Kale 2005, Pranty et al. 2006). Platform nests are created in shrub-covered wetlands or islands in coastal lakes and lagoons (Maehr and Kale 2005). Snowy egrets nest in colonies with other wading birds; eggs are laid from March through August. This species is not known to nest at the natural area.

### Southeastern American kestrel (*Falco sparverius paulus*)

This small falcon was recorded at the natural area by ERM staff in 2014; it has not been recorded since that time. Because the sighting was made during the nonmigratory season (May through July), it has been treated as a record of the listed subspecies (Miller et al. 2019). The northern subspecies (*Falco sparverius sparverius*) is present in Florida only as a migrant and winter resident; it cannot be reliably distinguished from the southern subspecies in the field. This species

primarily feeds on insects and small vertebrates (Pranty et al. 2006). In Florida, it is found in open woodlands, sandhill and fire maintained savannah pine habitats, as well as pastures and open fields located in residential areas (Miller et al. 2019). Southeastern American kestrels nest in cavity trees, in open and semi-wooded habitats such as sandhill and open flatwoods (Maehr and Kale 2005). Although the Southeastern American kestrel is not known to nest on the natural area, dead tree snags will be left in place where they do not pose a public safety problem in order to provide suitable cavity trees for nesting by this subspecies.

#### Swallow-tailed kite (*Elanoides forficatus*)

This long-tailed bird of prey was first recorded at the natural area by ERM staff in 2000; it is regularly observed at the natural area. This species feeds on large insects, tree frogs, small snakes and nestling birds (Pranty et al. 2006). Swallow-tailed kites require a mosaic of communities, with tall, accessible trees for nesting and open areas for foraging. Habitats include xeric scrub, hardwood and cypress swamps, mesic hammocks, mixed pine and hardwood forests, pine flatwoods, sandhills, riparian forests and agricultural environments (Maehr and Kale 2005, Pranty et al. 2006). This species typically builds platform nests in tall pine or cypress trees (Pranty et al. 2006). This species is not known to nest on the natural area. A portion of the natural area is located within a proposed Strategic Habitat Conservation Area for swallow-tailed kite as identified by FWC (Endries et al. 2009).

#### Tricolored heron (*Egretta tricolor*)

This long-necked wading bird was first recorded at the natural area by ERM staff in 1999; it is regularly observed at the natural area. It feeds primarily on small fish (Pranty et al. 2006). Tricolored herons are fairly-common permanent residents in Florida, except in the western Panhandle. They primarily live in coastal habitats such as estuaries and mangroves, but also are present in many types of wetlands, including the edges of inland marshes, lakes and ponds, and flooded agricultural fields. Tricolored herons are colonial nesters; they create platform nests in mangroves or other dense aquatic shrubs. Eggs are laid from late February through July (Maehr and Kale 2005). The tricolored heron is not known to nest at the natural area.

#### Wood stork (*Mycteria americana*)

This large wading bird was first recorded at the natural area by ERM staff in 1999; it is regularly observed at the natural area. Wood storks feed primarily on fish, but crustaceans, gastropods, amphibians, reptiles, mammals, other birds and arthropods also may be consumed (USFWS 1997 and 2007). They typically inhabit freshwater ponds, wet prairies and marshes, cypress swamps, salt marshes mangroves and flooded agricultural fields (Maehr and Kale 2005, Pranty et al. 2006). In Florida, nesting occurs in large colonies in forested wetlands from November to May, either high in cypress trees or lower in mangroves. Freshwater colony sites must remain flooded throughout the nesting period to protect the young against predation and abandonment (USFWS 1997). The USFWS has documented four wood stork nesting colonies within the County (USFWS



2020). Two of these colonies are located near the natural area – they are located approximately 8-9 miles southeast of the site. The USFWS also has designated the entire eastern half of the County, including the natural area, as core foraging area for wood storks. The wood stork is not known to nest at this natural area.

#### Yellow-crowned night-heron (*Nyctanassa violacea*)

This medium-sized wading bird was first recorded at the natural area by ERM staff in 1999; it is occasionally observed at the natural area. Yellow-crowned night-herons feed on crabs, crayfish and fish (Pranty et al. 2006). This species inhabits beaches, mudflats and mangroves in Florida, and is less commonly found in inland swamps and springs. Yellow-crowned night-herons are fairly common permanent residents in the Florida peninsula. Nesting occurs between March and June in Florida, usually singly or in small colonies, sometimes with other wading bird species, in a shrub or tree in which a platform has been constructed (Maehr and Kale 2005, Pranty et al. 2006). This species is not known to nest at the natural area.

### 3.5 ARCHAEOLOGICAL AND HISTORICAL RESOURCES

Florida Division of Historical Resources (FDHR), which maintains the Florida Master Site File, identifies six resources within the southwestern portion of the natural area – the Hungryland Midden (Florida Master Site File 8PB6294), the Boar Hammock (Florida Master Site File 8PB13929), the Sprite (Florida Master Site File 8PB13927), the Pushed Hammock (Florida Master Site File 8PB13928), the Early Midden (Florida Master Site File 8PB13931), and the Hungryland Slough Hammock (Florida Master Site File 8PB13930). These resources are owned and managed by the County. The activities proposed in this management plan will have no effect on these resources.

No other archaeological or historical resources are known to exist within the site (Kennedy et al. 1991). Any future ground disturbance will be coordinated with FDHR and the Palm Beach County Archaeologist. If any archaeological or historical sites are discovered in the future, FDHR's and the County's management procedures will be followed to protect those sites. If human remains are found, the provisions of Section 872.05, Florida Statutes, will be followed. The County will comply with Chapter 267, Florida Statutes, in its management of any archaeological or historical sites discovered on the natural area. If historical resources are found on the natural area, a historical resources protection plan will be developed in consultation with the County's Historic Preservation Officer. If future resources permit and funding is appropriated, the County will consider conducting an archival and historical study to determine the historical significance of said resource(s).

## **4. MANAGEMENT AND RESTORATION ACTIVITIES**

Baseline environmental assessments of the existing plant communities, and plants and animals were conducted by ERM staff between 1999 and 2002. This information was used to identify the initial management activities necessary to protect, restore/enhance and maintain the natural resources of the site, and to determine the locations and types of public use facilities that were installed. Additional environmental investigations conducted between 2003 and 2021 were analyzed to identify any changes that should be made to the existing public use facilities, land management practices or monitoring requirements. This information serves as the basis for this updated management plan.

### **4.1 MANAGEMENT RESPONSIBILITIES**

The County is responsible for all management activities on the site. Volunteers from the local community may assist with some of the responsibilities; these activities are coordinated by ERM.

### **4.2 MANAGEMENT UNITS**

The natural area is divided into five management units using management accessways, and natural and manmade features as boundaries and firebreaks (Figure 4). The management units have been designed to maximize the long-term diversity of natural communities, and native plant and animal species on the site. These units range in size from 469.7 to 730.1 acres, and allow for safe and practical fire management. A management unit may be subdivided into smaller units in order to facilitate management and/or monitoring activities, or to minimize the effect of smoke on adjacent properties during a prescribed burn. The boundaries of the management units were modified from those proposed in the original management plan in order to minimize/avoid impacts to existing wetland habitats and upland communities.

### **4.3 MAINTENANCE**

#### **4.3.1 Removal of Debris and Litter**

All of the debris and litter found on the natural area at the time of its acquisition has been removed. If additional debris is found, it will be removed in a timely manner unless such removal would cause undesirable damage to a rare or imperiled natural community, or listed species. The installation of perimeter fencing and management access gates has and will continue to help prevent dumping on the site. Periodic site cleanups to remove litter are conducted by county staff with the assistance of volunteers.

#### 4.3.2 Trail Maintenance

Periodic trail maintenance will be performed by county staff and community volunteers. All existing trails not used for site management or as part of a designated public use trail will be allowed to revegetate with native vegetation.

#### 4.3.3 Facilities Maintenance

County staff is responsible for the maintenance of all public use facilities, fencing/gates, signage and management accessways/firebreaks. The C-18 West canal right of way and the six water control structures therein are maintained by the South Florida Water Management District.

### 4.4 RESTORATION AND ENHANCEMENT ACTIVITIES

The site has been and will continue to be managed in a manner that preserves, restores and enhances the natural resource values. Restoration/enhancement activities conducted to date include the commencement of a fire management program (see Section 4.4.1), implementation of invasive/nonnative plant and nonnative/nuisance animal control programs (see Sections 4.4.2 and 4.4.3, respectively), exclusion of unauthorized uses (see Section 4.5) and completion of several environmental restoration/enhancement project (see Section 4.4.4).

#### 4.4.1 Fire Management

Because of development, natural, lightning-induced fire can no longer fulfill the needs of natural communities in the County which are dependent upon fire for their long-term survival (for example, basin marsh, depression marsh, dome swamp, mesic flatwoods, scrub, scrubby flatwoods, slough marsh, wet flatwoods and wet prairie). Natural fire can no longer spread from adjacent lands onto the natural area because most of the surrounding fire-dependent communities have been significantly altered by development. When natural fire does occur within or adjacent to the natural area, it is quickly extinguished due to the threat it poses to adjacent developed areas. Prescribed fire and mechanical fuel reduction activities are used at this site to help maintain the existing fire-dependent communities and reduce the risk of damage from wildfire on the adjacent developed areas.

ERM has assumed the primary responsibility for prescribed burning at the natural area. Assistance in the form of firefighting staff and equipment will be requested from Palm Beach County Fire Rescue. Additional assistance may be provided by Florida Department of Agriculture and Consumer Services' (FDACS) Florida Forest Service (FFS), the County's Parks and Recreation Department, FWC and trained volunteers. Fire-related safety training is required of anyone participating in a prescribed burn. All prescribed burns will comply with Section 590.125(3), Florida Statutes (Certified Prescribed Burning; Legislative Findings and Purpose).

ERM has written a flexible fire management plan for the natural area (Appendix H). Development of the fire management plan was coordinated with FFS and FWC. The fire management plan takes into consideration surrounding land uses, smoke management concerns, safety issues, and the ecological benefits and consequences of the specific fire management strategies. It contains specific tools and management practices designed to minimize adverse impacts to native vegetation and wildlife, while maximizing the beneficial effects of prescribed burns. A specific burn plan will be prepared for the proposed burn area prior to conducting a prescribed burn.

Development-related smoke management concerns dictate extremely narrow weather conditions in which prescribed burning may take place at the natural area. Mechanical reduction of vegetation may be used as a surrogate for fire if a given area/habitat cannot be burned.

Surveys for fire-intolerant listed plant species will be conducted before each prescribed burn. If deemed appropriate, fire-intolerant plants may be relocated outside the burn area. If relocation is not practical due to the presence of hard-to-relocate species or larger populations of listed plants, a temporary firebreak may be created to protect the area that contains the listed species from the planned burn. These relatively small unburned areas will increase the diversity of the site. A permit will be obtained for the relocation of a listed plant species when required.

All of the management units identified for this site will be treated with prescribed fire. Therefore, each management unit also can be considered a “burn unit.” Depending on the specific conditions and objectives of a burn, a management unit may be subdivided into smaller subunits to reduce smoke concerns or provide specific habitat benefits.

Each burn unit was designed so that fire can burn through ecotones and move in a natural, spotty fashion across the landscape. The resulting patchwork of burned and unburned areas will produce a mosaic of vegetation at various stages of maturity, thereby maximizing diversity within and among the various plant communities. This will provide habitat for species that typically use, or may even be restricted to, communities in a particular state of maturity.

The following table lists the fire and vegetation reduction activities to date at the site.

<b>Year</b>	<b>Reduction Type</b>	<b>Management Units</b>
2000	3 Wildfires	Unit 3, 4 & 5
2002	1 Prescribed Burn	Unit 2 & 3
2004	1 Wildfire	Unit 4
2005	1 Wildfire	Unit 3 & 4
2006	1 Prescribed Burn	Unit 2 & 3
2006	2 Wildfires	Unit 4 & 5
2007	2 Wildfires	Unit 3 & 4
2007	1 Mechanical Vegetation Reduction	Unit 1
2008	3 Prescribed Burns	Unit 5

2009	1 Prescribed Burn	Unit 3 & 4
2010	1 Prescribed Burn	Unit 4
2012	3 Prescribed Burns	Unit 3, 4 & 5
2012	1 Mechanical Vegetation Reduction	Unit 2 & 3
2013	1 Prescribed Burn	Unit 1
2014	1 Prescribed Burn	Unit 2 & 3
2014	1 Mechanical Vegetation Reduction	Unit 3
2015	2 Prescribed Burns	Unit 4
2015	2 Mechanical Vegetation Reduction	Unit 3 & 4
2015	3 Slash and Sand Pine Thinning	Unit 2, 4 & 5
2015	1 Wildfire	Unit 3
2016	6 Prescribed Burns	Unit 2, 4 & 5
2016	1 Mechanical Vegetation Reduction	Unit 4
2017	1 Mechanical Vegetation Reduction	Unit 2
2018	5 Prescribed Burns	Unit 2 - 4 & 5
2019	2 Prescribed Burn	Unit 3, 4 & 5
2019	1 Mechanical Vegetation Reduction	Unit 1, 2 & 5
2019	1 Slash and Sand Pine Thinning	Unit 1 & 5
2020	1 Prescribed Burn	Unit 5
2020	1 Slash and Sand Pine Thinning	Unit 1 & 2
2021	1 Prescribed Burn	Unit 2, 3 & 4
2021	1 Mechanical Vegetation Reduction	Unit 1 & 2
2021	1 Wildfire	Unit 4 & 5
2022	1 Prescribed Burn	Units 2-5

When the use of prescribed fire is not feasible/permitted, ERM will strive to create a mosaic of natural communities and successional stages, and reduce the risk of catastrophic wildfire through the use of mechanical vegetation reduction methods, subject to and contingent upon annual budgetary funding and appropriations by the BCC. This methodology uses a machine to reduce (grind or shred) vegetation into mulch-sized chips. The mulch chips are then left in place to allow for recycling of nutrients. The 2021 mechanical vegetation reduction was paid for through a Federal Emergency Management Agency (FEMA) grant that reimbursed 75% of the costs (\$67,500).

The risk of wildfire also has been reduced through the thinning of unnaturally-dense slash pine stands. Under this method, a timber harvester paid the County for the right to cut down and physically remove excess pine trees from the portions of the natural area that have been targeted for thinning by the site manager. Slash pines were reduced to densities that mimic those found in natural communities where fire has not been suppressed for an extended period of time.

If a wildfire occurs on the site in the future, the appropriate actions will be taken by the authorized fire emergency response agency. Active fire suppression measures will be used only if deemed

necessary by that agency since they are extremely destructive to vegetation and other natural features. If such measures are undertaken to control a wildfire, all plow lines will be backfilled after the fire has been extinguished and disturbed areas will be rehabilitated to the greatest extent possible.

A public education campaign has been developed for this natural area. This campaign includes informing the adjacent residents of the necessity and benefits of fire, the safety features of prescribed burning versus wildfires, and the strategies that will be developed to minimize the impacts of smoke on the nearby developed areas. The County will coordinate with the appropriate fire emergency response agencies, CSX Transportation Inc., and the Florida Department of Transportation (FDOT) prior to conducting a prescribed burn. If requested, county staff will meet with local community groups (for example, homeowners' associations) to coordinate with residents, provide information on the necessity of conducting prescribed burns and describe the safety precautions that will be taken to protect adjacent lands.

#### 4.4.2 Invasive/Nonnative Plant Control

Like many fragmented conservation lands in southeastern Florida, the natural area has been invaded by a number of nonnative plant species. To date, 32 nonnative plant species have been recorded at the natural area – 10 percent of the plant species recorded on the site (Appendix A). Many of these species were brought to the site by animals (especially birds), planted on the site by previous property owners, and/or spread from adjacent properties or from vegetation piles that were dumped on the site prior to its acquisition. Many species were recorded prior to the implementation of the invasive/nonnative plant control program and may no longer be present. Nonnative plant species are expected to continue to colonize the site from surrounding properties; periodic invasive/nonnative plant control treatments will be required to prevent these species from adversely affecting the natural area.

A number of the nonnative, and some native, plant species recorded at the natural area exhibit invasive tendencies. In this management plan, the phrase “invasive plant species” includes the plants designated as Category I (invasive) and Category II (potentially invasive) by Florida Invasive Species Council (FISC 2019), those designated as noxious weeds, or Class I or Class II prohibited aquatic plants by Florida Department of Agriculture and Consumer Services (FDACS 2020 and 2008, respectively), as well as native plant species that are harmful to other native vegetation (such as love vine [*Cassytha filiformis*]) or that are too dense or inappropriate for the targeted vegetation community. Invasive nonnative plant species pose a serious threat to the natural communities and listed species found at the site, and are a major management concern.

Twenty three (72 percent) of the nonnative plant species recorded at the natural area are designated as either Category I or Category II species by FISC (2019). A current copy of FISC’s list of invasive exotic plant species can be found at <https://floridainvasivespecies.org/plantlist2019.cfm>. Eight (25 percent) of the nonnative plant species have been designated as noxious weeds by

FDACS (2020) and five (16 percent) have been designated as Class I prohibited aquatic plant species (FDACS 2008). All of these species are identified in Appendix A.

The control of nonnative and invasive native plant species is a high priority at this site. A multi-phase invasive/nonnative plant control program began in December 1999 and was completed in July 2006. Follow-up invasive/nonnative plant treatments have been conducted since 2006. The site is now in maintenance condition. A site is considered to be in “maintenance condition” when the coverage of invasive plant species does not exceed 1 percent of the canopy or understory layers within any given management year. Ongoing invasive/nonnative vegetation treatments will be needed in order to keep the site in maintenance condition. In addition to invasive nonnative plant species, invasive native species also can have an adverse impact on fragmented natural communities. Native plant species that have an adverse effect on other native species at the natural area, or are too dense or inappropriate for the targeted vegetation community, may be targeted for eradication/control until such time that the invasive native species is no longer having an adverse impact on the site.

Methodologies used to control/eradicate invasive nonnative and invasive native plant species at the natural area have included and/or may include mechanical removal, herbicidal treatment, hand removal and the use of periodic prescribed fire. Biological control methods may be used on a case-by-case basis. Ruderal species, which are typical of open disturbed sites and do not invade functioning natural communities, are controlled through prescribed burning and avoiding unnecessary disturbances.

Mechanical removal methods are typically used to remove accessible, dense stands of highly invasive nonnative trees such as Australian-pine (*Casuarina equisetifolia*), Brazilian pepper (*Schinus terebinthifolia*) and melaleuca (*Melaleuca quinquenervia*). The tree and its root system are mechanically removed, with the resulting debris either left on-site or taken off-site for disposal. Any outlying sprouts or resprouts from root remnants are treated with herbicides.

Herbicidal treatments are typically used to control/eradicate individual and scattered invasive/nonnative trees, shrubs and palms; inaccessible (by heavy equipment) dense stands of invasive/nonnative trees; and invasive/nonnative vines and groundcover species. Aquatic plant species that become problematic at the site may be controlled using an appropriate aquatic herbicide. Herbicidal application methodologies include hack-and-squirt, cut-stump, basal bark, foliar treatments and broadcast spraying. Hack-and-squirt, cut-stump and basal bark methods are typically used to control/eradicate individual and scattered nonnative trees, shrubs and palms. Foliar treatments are used for invasive/nonnative vines, and for small patches of invasive/nonnative grasses, sedges and forbs. Broadcast spraying is primarily used for larger areas of invasive/nonnative grasses, sedges and forbs. Invasive/nonnative plant species that are resistant to herbicides or that easily resprout from basal mats, roots or vegetative fragments may require repeated herbicide application before the species is eradicated from an area. All herbicide treatments comply with the instructions on the herbicide label, are applied under the supervision of a licensed applicator and employ Best Management Practices for their application.

Hand removal is used for seedlings of invasive/nonnative tree and shrub species. Since tree and shrub seedlings are not reproductive, they are typically pulled out of the ground and left to decompose on site after the soil has been shaken from the roots of the plant.

Hand removal also may be used in combination with herbicide treatments to treat invasive/nonnative vines, as well as invasive/nonnative plants that are resistant to herbicides. In the case of invasive/nonnative vines, the targeted vine is cut at an appropriate height. The base is then hand-pulled or treated with a systemic herbicide; vine stems are either removed from the supporting plant or left to decompose in the trees. In the case of plants that are resistant to herbicides, hand removal may be used as the sole plant control method or it may be used as a follow up method to remove plants that are still alive following an herbicidal treatment.

Finally, hand removal may be used to help control plant species that readily reestablish from seed (for example, rose natalgrass [*Melinis repens*] and thalia lovegrass [*Eragrostis atrovirens*]) or that resprout from vegetative fragments (for example, air potato [*Dioscorea bulbifera*], American evergreen [*Syngonium podophyllum*], arrowleaf elephant's ear [*Xanthosoma sagittifolium*], golden pothos [*Epipremnum pinnatum*] and nightblooming cactus [*Hylocereus nudatus*]). In these cases, the seedheads and vegetative parts of the invasive/nonnative plants are bagged and removed from the site.

#### 4.4.3 Nonnative/Nuisance Animal Control

Nonnative and nuisance (feral and certain native species) animals can be a problem on sites like the natural area. The presence and impacts of nonnative/nuisance animals are monitored as part of the systematic and opportunistic wildlife surveys. Targeted surveys for nonnative/nuisance animals also may be performed if additional information is required. Nonnative/nuisance animal control programs will be developed and implemented, as necessary, to control species that adversely affect the natural area.

Thus far, two species of invertebrates and three species of vertebrates recorded at the natural area are not indigenous to the South Florida mainland (see Appendix B). Native vertebrate species recorded at the natural area that may become a nuisance include the coyote (*Canis latrans*) and raccoon (*Procyon lotor*). A short description of the potentially harmful nonnative invertebrate species and all nonnative/nuisance vertebrate species found on the natural area is provided below. No control methods will be used for species identified below as having no significant impact on the natural area.



#### 4.4.3.1 Nonnative Invertebrates

##### Honeybee (*Apis mellifera*)

Although the honeybee is an introduced species, it is beneficial for pollination of crops, native plants and honey production (Mortensen et al. 2013). Any naturally occurring non-Africanized honeybee hives will be left in place; any Africanized honeybee (*Apis mellifera scutellata*) hives detected within the natural area will be removed.

##### Lovebug (*Plecia nearctica*)

Lovebugs are small black flies (Denmark et al. 2012). The larval stages of this species help convert decaying vegetative matter into organic matter and may be beneficial to natural areas. This species does not appear to have an adverse impact on natural vegetation communities.

#### 4.4.3.2 Nonnative/Nuisance Vertebrates

##### Brown anole (*Anolis sagrei*)

The brown anole is very common in South Florida. This prolific species is well adapted to habitats modified by humans and can live in most inland and coastal habitats, including disturbed areas (Meshaka et al. 2004). Although its primary diet is insects, the brown anole also eats smaller green anoles (*Anolis carolinensis*); this predation appears to have caused a rapid decline in the population of the native green anole in Florida. This species is frequently observed at the natural area. Potential control efforts for this species will be explored if it is determined that it is having a negative effect on the natural area.

##### Coyote (*Canis latrans*)

The coyote disappeared from eastern North America about 12,000 years ago (McCown and Scheick 2007). Coyotes began expanding their range back into the northwestern portion of Florida in the 1970s, presumably taking advantage of an ecological niche left open by the extirpation of the red wolf in the eastern United States (FWC undated[a], McCown and Scheick 2007). The coyote now occurs statewide in Florida and is considered to be a native or naturalized species by FWC. In Florida, the coyote uses all available habitats, including swamps, dense forest, agricultural lands, parks and other green spaces within cities (McCown and Scheick 2007). Dens are located in thickets, hollow logs, brush piles or burrows. The impact of the coyote on native animals is not well quantified, other than sea turtle nests and gopher tortoises, and the harm or benefit to them is under debate. Coyotes are opportunistic omnivores; they eat whatever animal or plant material is most abundant, including sea turtle eggs in late spring and early summer, and saw palmetto berries in late summer and early fall. This species is very rarely observed at the natural area. Although coyotes may provide a benefit to the natural area by preying on feral cats and raccoons, there is a concern that they could have a significant negative impact on native

wildlife, including ground-nesting birds and gopher tortoises. Wildlife cameras and opportunistic surveys may be used to monitor the coyote population at the natural area, if necessary to determine if any actions need to be taken to control this species.

#### European starling (*Sturnus vulgaris*)

The European starling is associated with disturbed sites and urban environments, as well as open grassy or agricultural areas (Johnson and Givens 2012). This medium-sized songbird is omnivorous; it feeds on a wide variety of invertebrates (such as beetles, insects, earthworms and spiders), as well as seeds, plants and fruits. It is a cavity nester, and can aggressively displace native bird species from nest holes in trees, human-made structures and artificial nesting boxes. This species is occasionally observed at the natural area. Due to the limited amount of habitat available for cavity-nesters on the site, this species is not expected to have a significant negative impact on native bird species at the natural area.

#### Feral hog (*Sus scrofa*)

Feral hogs are omnivorous. They use their tusks to root through the ground in search of roots, tubers, bulbs, worms, insects, slugs and snails and other dietary items (Masterson 2007). Additionally, they will consume fallen acorns and other nuts, frogs, lizards and snakes, rodents and other vulnerable mammals, and bird eggs. Their rooting activities dig up and overturn sizable patches of earth, destroy native vegetation and seed banks, expose tree roots, encourage the spread of ruderal and nonnative vegetation, and disturb ground-nesting birds. This species also carries a number of diseases, including some that may be harmful to humans. Feral hogs have a significant, adverse impact on natural vegetation communities throughout Florida, including those found at the natural area. This species is frequently observed at the natural area. The County began an ongoing feral hog control program within affected natural areas in 2002. The County will investigate other possibilities for controlling the hog population should the current method of using a private vendor to trap and remove feral hogs prove unsuccessful on this site.

#### Raccoon (*Procyon lotor*)

The raccoon is common throughout Florida (FWC undated[b]). It feeds on fruits, plant material, eggs, crustaceans, small animals and garbage. Raccoons are found wherever suitable combinations of woods and wetlands provide acceptable food and den sites, from swamps and marshes to mesic woods, cultivated areas and urban situations (Whitaker and Hamilton 1998). This species is one of the primary carriers of the rabies virus in the United States (The Humane Society of the United States 1997). This species is frequently observed at the natural area. Wildlife cameras and opportunistic surveys may be used to monitor the raccoon population within the natural area, if necessary to determine if any actions are needed to control this species.

#### 4.4.4 Restoration and Enhancement Projects

All of the planned restoration and enhancement projects have been completed at the natural area (excluding the 48.4 acres in Unit 11 and 23.0 acres in Royal Palm Beach Colony for the proposed Seminole-Pratt road right-of-way along the western boundary). Activities conducted to date include the implementation of a prescribed burn program, and ongoing mechanical vegetation reduction and pine thinning activities designed to reduce fuel levels and create a mosaic of natural communities and successional stages within the site (see Section 4.4.1); implementation of ongoing invasive/nonnative plant and nonnative/nuisance animal control programs (see Sections 4.4.2 and 4.4.3, respectively); construction of hydrological restoration projects (see Subsection 4.4.4.2); completion of wetland and upland restoration/enhancement projects (see Subsection 4.4.4.3); and removal of trash dumped on the site prior to its acquisition by the County. Habitat and hydrological restoration projects, completed at this site are described in the following sections and depicted in Figure 5.

Restoration/enhancement activities conducted on the site have already begun to improve the natural communities in terms of biological composition and ecological function. Restoration of the site is considered complete, the amount of disturbed habitat found on the natural area has decreased significantly over the past 20 years. Between 2002 and 2022, all of the areas classified as “melaleuca” in the initial management plan (approximately 83 acres) were restored to one of the following natural communities: depression marsh, mesic flatwoods, strand swamp, wet flatwoods, and wet prairie. During that same timeframe, the amount of disturbed habitat present on the site went from 792 acres down to zero acres (ERM 2002 and Figure 5).

##### 4.4.4.1 Mechanical Removal of Invasive Nonnative Plant Species

Between 2002 and 2007, mechanical removal methods were used to remove a total of 210 acres of melaleuca, Brazilian peppertree (*Schinus terebinthifolia*) and Old world climbing fern (*Lygodium microphyllum*) from the natural area.

##### 4.4.4.2 Hydrological Restoration

Beginning in the 1950s, prior owners of the natural area installed numerous drainage structures in an effort to drain portions or all of the natural area. Drainage features and structures that were constructed immediately adjacent to and/or within the natural area included the Pratt-Whitney drainage canal, the Bee Line Highway and the associated CSX Canal, the C-18 Canal West Leg and berm, project culverts that drained water from the natural area into the C-18 Canal, and internal ditches/canals and roads within the Unit 11 tract (see Section 3.1; Figure 5). The overall effect of these structures was to lower the wet season water elevation.

In order to mitigate for these adverse effects, the County implemented hydrological restoration projects independently and partnered with SFWMD to facilitate hydrological restoration within and around the natural area between 2002 and 2007. The purposes of these projects were to raise

wet and dry season water levels within the natural area by reducing the amount of surface water that leaves the natural area through drainage structures, extend hydroperiods and restore historic surface water flow patterns, as much as practical, within the site's wetland communities.

The three riser board culverts located at the southern end of the Unit 11 tract, which were repaired in October / November 2002, were maintained at an elevation of 19.1 feet from November 2002 until April 2007, during the earthmoving portion of the Unit 11 restoration. Since April 2007, the new permitted control elevation of 20.7 ft. NGVD has been established in the eastern and central culverts. The western culvert was sealed off and abandoned in place as per the permitted design as well. Additionally, three new culverts with a control elevation of 20.5 ft. NGVD were installed by the PBC Water Utilities Department (WUD), in cooperation with ERM and the SFWMD, along the eastern edge of the Hungryland Slough Natural Area to protect the C-18 Canal levee and provide emergency drainage during extreme events. The WUD installed these three culverts and elevated/fortified the canal berm and road, as part of their project to install water main and sanitary sewer service along the C-18 Canal right-of-way adjacent to the natural area.

#### 4.4.4.3 Unit 11 Restoration - Removal of Interior Roads and Filling of Canals

Major earthmoving restoration projects were completed during four consecutive dry seasons, within the Unit 11 tract between 2004 and 2007. The 2004 restoration season encompassed Zones 1-4 (Figure 5). Restoration included the installation of a temporary containment berm along the southern project limit, removal of dirt roads from former wetland areas, and back-filling of ditches and canals. Due to progress in acquisition, the permitted project area was extended southward into Zone 5 for the 2005 restoration season. The containment berm was relocated along a major east-west dirt road at the southern limit of Zone 5 in 2005. With the completion of acquisition and permitting, restoration activity was extended southward into Zones 6-8 for the 2006 restoration season. Zones 1-6 were completed in 2006. The earthmoving portion of the Unit 11 restoration project was completed in April 2007. Native plants from surrounding natural communities have and will continue to recruit into the leveled/filled portions of the road/canal community.

In total, these projects included the removal of 37.5 miles of dirt roads from wetlands or re-graded to natural grade in uplands, all 7.25 miles of internal upland drainage canals were backfilled to natural grade, nearly 4 miles of wetland canals were re-contoured into deep water refugia by sloughing in the canal banks, over 1 mile of wetland canal was backfilled to natural grade, and the entire northern and eastern perimeter ditch and berm (3.4 miles) were removed thereby re-establishing the hydrological connections between the Unit 11 tract and the remainder of the natural area.

#### 4.5 SECURITY

The Town has the primary responsibility for public safety and law enforcement at the portions of the site that are within the municipal boundaries, including routine patrols of the boundaries. The Sheriff's Office has the primary responsibility for public safety and law enforcement for the

remainder of the natural area. The County also has contracted with the Sheriff's Office to have Wildlands Task Force deputies conduct extra patrols of the natural area when needed. The Wildlands Task Force is a specially trained and specially equipped unit that was formed to prevent illegal activities on natural areas managed by the County and to enforce the provisions of the Natural Areas Ordinance. There is no on-site manager or security guard and no on-site staff residence. Instead, ERM staff, trained volunteer site stewards and/or neighborhood watch groups (where available), visit the site on a regular basis and report any signs of illegal and prohibited activities to the Wildlands Task Force.

The County's Natural Areas Ordinance regulates public use of the natural area. The ordinance provides for passive recreational activities (for example, hiking, nature study and photography), environmental education and scientific research. It prohibits destructive uses such as OHV use, dumping, and poaching of plants and animals. The ordinance gives law enforcement personnel the authority to fine and/or arrest persons damaging a natural area.

The Palm Beach County Parks and Natural Areas Trespass Ordinance (Trespass Ordinance; Ordinance 2016-021) allows law enforcement personnel to issue a Trespass Notice to an individual who violates any applicable local or state law while on a natural area or park that is owned and/or operated by the County. For the purpose of the Trespass Ordinance, the term "applicable local law" includes county ordinances, rules and regulations, as well as notices contained on posted signs. The Trespass Ordinance also provides due process for individuals receiving a Trespass Notice by way of an appeals process before a special magistrate. The Trespass Notice prohibits such individuals from returning to the county natural area(s) or park(s) specified in the notice for one, five or ten years, after receiving their first, second or third Trespass Notice, respectively.

Dumping on public lands is prohibited by state law (state statute 403.413); dumping within the Town's municipal limits is prohibited by Chapter 34 of the Town's Code of Ordinances.

The natural area is open to the public daily from sunrise to sunset. Access hours are posted at each public entrance. In addition, regulatory signs have been posted at each corner of the natural area and every 500 feet along the perimeter of the natural area. The regulatory signs state that the site is a protected natural area and cite the appropriate county ordinance.

The perimeter of the parking lot and the northwest corner of the site are fenced, as well as strategically placed concrete barricades along the C-18 levee, to help prevent unauthorized access to the natural area (see Section 5.2).

#### 4.6 STAFFING

Because of the following factors, on-site staffing is not proposed for this natural area:

- the low-impact, non-consumptive activities allowed on the site require limited oversight by staff;
- the site is closed from sunset to sunrise;

- sufficient security measures (fencing, regulatory signage, Wildlands Task Force) are in place to protect the site when it is closed to the public;
- ERM staffing levels are insufficient to provide on-site staffing at any of the County's natural areas; and
- construction and use of a permanent office or residence for on-site staff would adversely affect the site's natural and/or cultural resources.

Instead, ERM has created a roving management team trained to conduct all levels of management activities, including invasive/nonnative vegetation control, prescribed burning, mechanical vegetation reduction activities and environmental monitoring. ERM also has created a volunteer site steward program. These trained volunteers periodically visit their assigned site and provide feedback to staff regarding the site's condition and any problems noted. Volunteers from local citizens' organizations, businesses and schools may provide additional support where feasible and necessary.

#### 4.7 COORDINATION WITH ADJACENT LAND MANAGERS

Conservation lands located adjacent to the natural area include J.W. Corbett WMA, Mecca Farms, and the Avenir Conservation Area (Figure 1). All adjacent conservation land managers were invited to review and comment on this management plan as it was reviewed by NAMAC. Staff members who serve on NAMAC facilitated review of this management plan by the County's Parks and Recreation Department, and SFWMD. ERM staff has and will continue to coordinate with the adjacent conservation land manager whenever proposed hydrological changes or other management activities, such as prescribed burns and nonnative/nuisance animal control, could affect the adjacent conservation land.

The County will review any land use changes or development plans proposed for properties adjacent to the natural area to ensure the protection of biological communities and to avoid or minimize adverse impacts to listed species.

#### 4.8 GREENWAY CONNECTIONS/MANAGEMENT

Hungryland Slough Natural Area is 1 of 10 conservation lands and parks that are connected by a series of trails known as "Jeaga Wildways." Jeaga Wildways includes approximately 165,000 acres of conservation lands in northern Palm Beach County and southern Martin County; it is a cooperative effort among partnering land managers and educational centers to link conservation lands, parks and activity/education centers through a system of designated and thematic elements. More information about Jeaga Wildways may be found on ERM's website at <http://discover.pbcgov.org/erm/Pages/JeagaWildways.aspx>.

One of the Jeaga Wildways trails – Pântano Trail – passes through the natural area. Once the Pântano Trail is complete it will connect the County's Riverbend Park, the Loxahatchee Slough

and Hungryland Slough Natural Areas, and the state's J.W. Corbett WMA (Figure 7); the portion of the trail that lies between Riverbend Park and Bee Line Highway has been constructed.

The natural area also is part of the state-designated Ocean to Lake Trail Corridor (Figure 7), which is maintained by the Loxahatchee Chapter of the Florida Trail Association (FTA). This corridor runs from the Hobe Sound public beach west to the Lake Okeechobee Scenic Trail. Most of the 63± mile Ocean to Lake Hiking Trail, including the portion that lies within the natural area, has been completed. However, only about 1/3 of the Ocean to Lake multiuse (pedestrian, bicycle and equestrian) trail has been completed. The portion of the multiuse trail that lies within the natural area is locally known as the Pântano Trail. ERM will coordinate with FTA, FWC, SFWMD and the State's Division of Recreation and Parks regarding the completion and management of the Ocean to Lake Trail Corridor.

#### 4.9 PUBLIC OUTREACH, ENVIRONMENTAL EDUCATION AND SCIENTIFIC RESEARCH

ERM has a very active public outreach and environmental education program. To help members of the public become invested in the natural area, numerous volunteer opportunities, environmental education events and resource-based recreational activities are provided each year. These events may be led by ERM staff or by volunteer community groups, clubs, businesses and/or knowledgeable individuals.

Interpretative exhibits have been prepared and installed in a kiosk located in the parking lot. These exhibits help educate the public about the natural and/or cultural resources present on the site, the negative impacts of invasive/nonnative plants and nonnative/nuisance animals, any restoration/enhancement projects that have been undertaken at the site, ongoing management activities such as prescribed fire and/or mechanical vegetation reduction activities, and/or any other relevant topics.

Information related to the site's natural resources, location, size and any existing public use facilities/recreational amenities, as well as a link to the site's photo album may be found on ERM's Hungryland Slough Natural Area webpage at: <https://discover.pbcgov.org/erm/NaturalAreas/Hungryland-Slough.aspx>. The site's trail guide, current management plan, any restoration project summaries and a free natural areas map application for mobile devices are available upon request to ERM. Printed copies of the site's trail guide are available in a brochure box attached to the kiosk that is adjacent to the public entrance. All printed materials indicate that the natural area was acquired using FCT funds and operated as a natural conservation area.

ERM staff will request that the FWC include Hungryland Slough Natural Area in the South Florida section of the Great Florida Birding and Wildlife Trail when that section of the trail is updated.

No specific research needs have been identified for this site. ERM does not anticipate performing any scientific research other than compiling and interpreting the data from monitoring activities, but will allow researchers affiliated with institutes of higher learning, botanical gardens and government agencies to conduct scientific research on a permit basis.

#### 4.10 RESPONSE TO SIGNIFICANT EVENTS

Four hurricanes affected the natural area between 2000 and 2017 - Hurricanes Francis and Jeanne in September 2004; Hurricane Wilma in October 2005; and Hurricane Irma in September 2017. Immediately following Hurricanes Frances and Jeanne, the C-18 West Leg levee, along the southeast edge of the O'Connell tract, suffered a blow-out and flow-over from the excess water. The levee was repaired and in 2007 two new culverts were installed near the affected area to enhance hydrology and help with flood protection. Hurricanes Wilma and Irma caused minor tree/limb damage and potentially deposited invasive/nonnative seeds within the natural area. Invasive/nonnative plants that sprouted after each storm event were treated as part of the ongoing invasive/nonnative plant control program. The natural area also was affected by Tropical Storm Isaac in August 2012. An unprecedented 11.16 inches of rainfall were recorded during the 3-day storm event. This excessive rainfall resulted in a site-wide average water elevation of 22.86 feet NGVD, nearly one foot above normal wet season highs.

If a natural or human-caused event severely damages structures or native vegetation, or alters the natural values of the site in the future, ERM staff will assess the nature of the damage/alteration and take actions necessary to protect the public and minimize/mitigate impacts to the site. The first priority following a significant event will be to secure the site to ensure public safety and prevent dumping, vandalism and unauthorized vehicular use. If hazardous conditions exist, the natural area will be closed to the public until such conditions have been eliminated. The site also may be closed until public use facilities have been repaired. Damaged/altered native plant communities will be managed to encourage natural regeneration following such an event. Management practices will be adjusted, if necessary, to accommodate the new conditions at the site. The County will inform FCT about any impacts caused by the event, and any actions designed to help restore damaged/altered natural resources and/or public use facilities. If the natural values of the site are severely limited or eliminated, the County will discuss future plans for the site. All significant events affecting the natural area will be discussed in the next scheduled report to FCT and the next Annual Site Evaluation (ASE). The event also will be summarized in the next update to the management plan.

#### 4.11 CLIMATE CHANGE

The natural area will help address climate change in the following ways:

- The preservation and restoration/enhancement of the existing plant communities will help reduce greenhouse gases by converting carbon dioxide to oxygen.



- The restored/enhanced plant communities will serve as a refuge for wildlife affected by climate change-induced habitat losses.
- The hydrological restoration of historic wetlands will reduce carbon dioxide releases caused by over drainage of the associated wetland soils; rehydration of these wetland areas will help rebuild carbon stores within the soils.
- The created wetland areas will act as a new carbon “sinks” where one did not previously exist, thereby increasing carbon stores and reducing local carbon dioxide levels.
- The completed hydrologic restoration activities allow the site’s wetlands to hold more water for longer periods of time, thereby reducing the effect of changes in rainfall patterns on wetland-dependent plant and animal species.
- The extra water stored in the wetlands helps recharge the underlying aquifer, thereby helping to mitigate and reduce impacts that may occur to the aquifer due to changes in rainfall patterns.
- The stored water provides additional freshwater flows to the Wild and Scenic Loxahatchee River during the dry season, thereby reducing climate change/sea level rise-induced salt water intrusion in the northwest fork of the Loxahatchee River

## **5. SITE DEVELOPMENT AND IMPROVEMENT**

All structural improvements and major land alterations were done in compliance with applicable local, state, regional and federal laws and regulations. All required licenses and permits were obtained prior to the commencement of any construction, native vegetation removal or major land alterations on the natural area. All of the existing improvements were constructed in disturbed portions of the site to the greatest extent practicable. A minimum 100-foot buffer was provided between the parking lot and the nearest wetland. The location of each improvement was surveyed for listed species prior to the construction of that facility. If any listed species were found within the construction area, the location of the improvement was adjusted to avoid impacts to the listed species, or the listed species was relocated to a safe location on the natural area.

### **5.1 PUBLIC USE FACILITIES AND ACCESS**

The natural area is a publicly owned preserve and resource-based, outdoor recreational site. It is open to the public during daylight hours, unless a special, after-hours use permit has been issued. The hours of operation are posted at each designated public access point.

All public use facilities (Figure 5) were carefully chosen, designed and located so that they do not jeopardize the site's natural or historical resources, including the rare and endangered plants, animals and natural communities. The public use facilities also were designed and located to ensure that more than 70 percent of the predominately natural habitat was left intact and protected from human disturbance. All public use facilities are on a preventative maintenance schedule subject to funding availability.

With the exception of the trail, public use facilities were placed in upland portions of the site as much as possible to reduce the potential for flooding. However, portions of the hiking trails pass near or go through low lying areas and may hold water during the rainy season or after a significant rain event. All of the wetland areas have flooding constraints.

Public uses permitted on this site include nature appreciation and study, hiking, nature photography, bird/wildlife watching, fishing, and picnicking. In addition, the County developed a multiuse trail so that equestrians and bicyclists could enjoy the natural area in a manner that does not jeopardize the site's natural and historical resources. With the exception of the designated equestrian and bicycle trail, and the use of vehicles for management purposes, all human traffic within the natural area is by foot.

The original management plan designated a parking area to be constructed within disturbed habitat on the west-central side of Unit 11. Construction of this parking area and associated public use facilities was delayed indefinitely, awaiting the ultimate orientation of the proposed extension of Seminole Pratt Whitney Road. After consultation with Florida Department of Environmental Protection and Florida Communities Trust staff in the fall of 2014, it was determined that to remain

compliant with grant requirements, small-scale public use facilities needed to be constructed on the site by the end of 2015. An existing minor dirt road and canal right-of-way road were chosen as the best route to connect the public to the site. Permission was obtained from the SFWMD to reconfigure the gates along the northern right-of-way access road of the C-18 West Canal, to facilitate public access. The parking area was constructed in the summer of 2015.

The primary public access is via a 3-car parking lot located just north of Seminole Pratt Whitney Road (Figure 5). A bicycle rack has been installed adjacent to the parking lot to encourage visitors to ride bicycles to the natural area. Unpaved areas within the parking lot have been landscaped with native plants to provide additional wildlife habitat and to enhance the parking lot's appearance. The relatively small size of the parking lot limits the number of people that are on the site at any given time.

In addition to the parking lot, members of the public can access the natural area on foot at three access points – one in the far southwest corner, one in the eastern most corner, and one along the southeast border, via the C-18 right-of-way, that connects to the Ocean to Lake (OTL) Trail.

Approximately 11.5 miles of trail have been created within the natural area (Figure 5). This includes approximately 8.1 miles of natural-surfaced hiking trails, of which 4.3 miles are the OTL Hiking Trail, and 3.4 miles of the multiuse (pedestrian/bicycle/equestrian) Pântano trail. All of the trails can be accessed from the parking lot and/or from one of the non-vehicular access points.

The main access to the hiking trail system is from the parking lot (Figure 5). All of the hiking trails within the natural area have a natural soil base. The C-18 Canal West right-of-way functions as part of the multiuse Pântano trail with a hardened crushed rock base. Improvements to the hiking trail system include the addition of color-coded blazes on trees and/or posts to help keep hikers on the trail, and the occasional removal of roots, rhizomes, rocks and/or other potential trip hazards. Most of the natural-surfaced portion of the hiking trail is maintained at a width of ten to twelve feet. However, portions of the hiking trail that are co-located with one of the site's management accessways/firebreaks are wider than twelve feet (see Section 5.4). Management accessways/firebreaks that are not part of the designated hiking trail also may be used for foot traffic, but will not be improved beyond what is necessary for their primary use. Public use of secondary trails is discouraged using signage and vegetative barriers, by not maintaining the trails and encouraging the regeneration of native vegetation on these trails. Drinking water and restrooms are not available at the natural area.

#### 5.1.1 Avenir Conservation Area

As noted in Sections 1.1 and 1.3, the 2,200 acre Avenir Conservation Area is located across the C-18 Canal West directly to the south and southeast of Hungryland Slough. In discussions with the developer, a proposed entrance road to Hungryland Slough, constructed and/or funded by Avenir, will be located approximately 100 yards south of and parallel to the Beeline Highway. The proposed road will be off the development's main Beeline Highway entrance north-south aligned

road and run northwest and over the C-18 Canal West. The bridge over the C-18 canal will be constructed to handle the capacity of maintenance and management vehicles, such as swamp buggies, loaders and fire engines. This proposed road will provide an alternative entrance for public use and access to the natural area. Staff will explore the possibility of constructing additional public use facilities near the alternative entrance following the construction of the Hungryland Slough entrance road and C-18 Canal West bridge. The additional public use facilities may include, but not be limited to, a parking lot, ADA-compliant nature trail and wildlife observation platform. Once the Avenir bridge has been constructed, the existing uncontrolled crossing over the CSX train tracks on the canal right-of-way will be closed and the OTL/Pântano trail will be rerouted. A timeframe for the construction of the road and bridge has not been determined.

## 5.2 FENCING AND GATES

The parking lot and a portion of the northwest corner of the site have been fenced to restrict access to and prevent unauthorized use of the site. The type of fencing that currently exists on the natural area is two-rail, split-rail and field fence. Steep canals surround the majority of the site and restrict access to the natural area; therefore, fencing has not been installed around the perimeter of the natural area. The County will consider installing a fence to restrict access to these areas if security becomes a problem. All interior fencing has been removed to reduce impacts to wildlife movements. If off-trail equestrian and/or bicycle activity occurs within the site, additional gates and/or fencing will be considered along affected portions of the site.

Seven management access gates have been installed at the natural area. Three gates are located in the parking area, one is on the southwest corner off of Seminole Pratt Whitney Road, one in the northwest corner, one in the eastern most corner off the Beeline Highway, and one at the Federal Aviation Administration (FAA) communication tower along the eastern boundary off of the Beeline Highway. These gates provide vehicular access for management and monitoring activities, public safety and law enforcement.

## 5.3 SIGNS

An entrance sign and permanent dedication sign was installed near the entrance to the parking lot. The dedication sign states that the natural area was acquired for environmental preservation and public recreation purposes with funds provided by the County and FCT, and is managed by the County.

Regulatory signs have been posted at each corner of the natural area and every 500 feet along the perimeter of the natural area. These signs identify Hungryland Slough Natural Area as a protected site and cite the County's Natural Areas Ordinance. Access hours and natural area rules signs have been installed adjacent to the public access points. Signs that notify visitors of trail use restrictions, security patrols, the presence of hidden cameras and other site-specific information also have been

or may be installed on the site. Trail markers have been installed at various points along the hiking trail to keep hikers on the designated trail.

A “No Trash Area” sign has been installed adjacent to the natural area parking lot. Trash receptacles are not provided at the natural area for the following reasons: 1) the lack of trash receptacles promotes the concepts of “carry in – carry out” and “leave only footprints”; 2) the use of trash receptacles within natural areas draws wildlife to areas where they may come in contact with, or be fed by, members of the public; 3) people empty all their vehicle trash into the receptacles which leaves little room for other trash; 4) people attempt to place trash in receptacles even after they are full resulting in unsanitary/unsafe conditions for other visitors and wildlife; 5) trash which is left in receptacles may blow into the adjacent natural communities or be scattered by wildlife; and 6) the removal of trash receptacles from county natural areas has not increased the amount of trash found on the site.

#### 5.4 MANAGEMENT ACCESSWAYS/FIREBREAKS

A network of management accessways/firebreaks has been established around the perimeter of the natural area and between each of the management units (Figure 3). Management accessways/firebreaks are cleared, drivable trails. They typically have an unimproved sand/dirt surface; however, portions of the trail may be stabilized where very fine soils or other conditions make it difficult for management and/or emergency vehicles to access the site. Management accessways/firebreaks are primarily used for vehicular access related to land management activities and for the containment of wildfires and prescribed burns when they occur. Management accessways/firebreaks also have been used as part of a designated hiking and/or multiuse trail. During the wet season, most of the management accessways/firebreaks on this site are impassible except by swamp buggy.

Temporary firebreaks - firebreaks that are not part of the management accessway system - may be established within management units to separate fire-intolerant natural communities from adjacent burn areas and/or to create smaller burn units. These firebreaks, which are cleared on an as-needed basis, may include areas that have been cleared of vegetation (bare soil), as well as areas where the vegetation has been mowed or cut/chopped. Temporary firebreaks are allowed to revegetate following a prescribed burn.

Management accessways/firebreaks were located on existing trails and within disturbed areas whenever possible; natural firebreaks were incorporated into the management accessway/firebreak design when feasible. The management accessways/firebreaks on this site were designed and located to ensure that more than 70 percent of the predominately natural habitat was left intact and protected from human disturbance. Prior to construction, all management accessway/firebreak locations were surveyed for listed species. If a listed species was likely to be impacted by the proposed construction, the management accessway/firebreak was rerouted or the listed species was relocated elsewhere on the site. Management accessway/firebreak locations were field adjusted to

minimize impacts to wetlands whenever possible. If a wetland crossing was unavoidable, at-grade crossings were utilized to maintain natural water flow patterns.

## 5.5 OTHER STRUCTURES AND IMPROVEMENTS

The only other structures and/or improvements installed within the natural area are the six water control structures located along the south and southwest borders of the natural area. These structures drain into the C-18 canal and were constructed as part of the hydrological restoration project (see Section 4.4.4). The water control structures have raised the control elevation of the southern portion of the natural area from approximately 16.5 feet to 19.1 feet NGVD. These structures will be maintained by the SFWMD.

## 5.6 PRIORITY SCHEDULE FOR RESTORATION, SITE DEVELOPMENT AND MANAGEMENT ACTIVITIES

Completed and proposed restoration/enhancement activities - fire management, mechanical vegetation removal/thinning, invasive/nonnative plant removal/control, nonnative/nuisance animal control and restoration/enhancement projects - are described in Section 4.4. Completed site improvements are described in Sections 5.1 through 5.5. Public use facilities have been constructed; the natural area was officially opened to the public in September 2015. Management of the natural area is now in maintenance mode; invasive/nonnative vegetation and nonnative/nuisance animal control activities are ongoing, and structures will be replaced when needed due to age or damage.

A priority schedule for ongoing and proposed management activities over the next ten years is provided in Table 3. All of the activities shown in Table 3 are contingent upon annual budgetary funding and appropriations by the BCC.

## **6. COSTS AND FUNDING SOURCES**

The County has primary responsibility for development, restoration/enhancement, management and maintenance of the natural area. Existing county personnel accomplish these activities with assistance from county contractors and community volunteers. The County has primary responsibility for public safety and law enforcement within the natural area. Pursuant to an existing Interlocal Agreement, the City has agreed to assist the County with certain volunteer activities and management activities, subject to the availability of town funds, staff and equipment (Appendix F).

### **6.1 CAPITAL AND MAINTENANCE COSTS**

As of January 2022, capital and maintenance costs related to completed wildfire mitigation, environmental restoration/enhancement, site development and security projects/activities (see Sections 4.4 and 5.1 through 5.5) totaled \$6,150,489.

### **6.2 ESTIMATED ANNUAL MANAGEMENT, MAINTENANCE AND REPLACEMENT COSTS**

Annual management, maintenance and replacement costs are expected to average \$410,732 over the next ten years (Table 4). These costs will be minimized by coordinating the management and maintenance of natural areas on a countywide basis. Costs also will be minimized whenever possible through the use of volunteers for non-hazardous/non-technical activities. However, existing county personnel will do most of the ongoing management and maintenance work, including all hazardous and technical work, with assistance from county contractors. All future capital projects, management and maintenance activities (repair/replacement of site improvements, invasive/nonnative vegetation and nonnative/nuisance animal control activities, wildfire mitigation, etc.) are subject to, and contingent upon, annual budgetary funding and appropriations by the BCC.

### **6.3 FUNDING SOURCES**

Most of the funds used to acquire, secure, develop, restore/enhance, manage and maintain the natural area have and will continue to come from county funding sources. Grants and other outside funding sources have been and will continue to be used to offset some of these costs as opportunities arise. To date, approximately \$ 3,815,526 of the acquisition costs were paid by Florida Communities Trust and approximately \$380,000 of the exotic vegetation removal and public use facilities installation were paid using grant funds received from DEP.

Most of the capital costs, including acquisition costs, were paid using funds from the Palm Beach County Environmentally Sensitive Lands Bond Referendum of March 12, 1991. The balance of capital costs, as well as all long-term land management/maintenance costs, have and will continue

to come from the Palm Beach County Natural Areas Fund, Palm Beach County Natural Areas Stewardship Endowment Fund, Capital Outlay, Ag Reserve Land Management Fund, Pollution Recovery Trust Fund, Environmental Resources Capital Projects and/or Palm Beach County General Fund, as may be amended.

The County has established a Natural Areas Stewardship Endowment Fund that includes funds from restricted gifts and other sources. These funds are invested and the interest earned provides operating funds for county natural areas. The County also has established a Natural Areas Fund to help pay for the development, restoration/enhancement and management of county natural areas. Funding sources for the Natural Areas Fund includes cash payments made in lieu of preservation requirements contained in Article 14, Chapter C (Vegetation Preservation and Protection Ordinance) of the Palm Beach County Unified Land Development Code (ULDC), as well as monies received from the sale of development rights removed from natural area lands, leases of county-owned land in the Agricultural Reserve, and the use of county natural areas as offsite mitigation areas. And lastly, the Pollution Control Recovery Trust Fund, which receives fees related to civil violations under Article 14 of the ULDC, may be used to help pay for restoration/enhancement projects on county natural areas. Even with these possible funding sources, the County recognizes the need for additional management funds. ERM will investigate all possible local, state, or federal sources of land management funds, however, the County will not apply for funds from any grant program whose requirements conflict with the terms and conditions of the FCT Declaration of Restrictive Covenants.



## **7. MONITORING AND REPORTING**

The natural area is managed specifically to preserve, restore/enhance and maintain its natural and historical resource values, and to allow public uses that do not adversely affect the existing resources. Restoration/enhancement and other land management activities are continually monitored and assessed to determine whether the stated objectives for natural vegetation communities and listed species are being achieved, and/or to identify any new species not previously identified on the site. Management practices are adjusted (a process known as “adaptive management”) if an analysis of the monitoring data indicates that management objectives are not being met. Likewise, anthropogenic impacts are monitored to ensure that public uses do not negatively impact the natural area. Monitoring data also is used to prepare Annual Site Evaluation (ASEs) and FCT reports (see Section 7.7).

Monitoring protocols have been developed to ensure consistency on all natural areas managed by ERM. Copies of the current monitoring protocols are available upon request. An overview of the types of monitoring activities conducted on the natural area is provided in the following sections. If any of the monitoring protocols described in this chapter are revised, or if new monitoring protocols are developed for this site prior to the next update of this management plan, the monitoring requirements contained in this chapter will automatically be revised so that they comply with the revised/new monitoring protocols.

### **7.1 PHOTOMONITORING**

Photomonitoring is used to obtain a qualitative, long-term visual record of changes in the natural area’s vegetative structure and/or condition over time. This includes the effects of planned management and restoration/enhancement activities (for example, mechanical removal of invasive/nonnative vegetation, ditch filling/plugging, recontouring of areas which have been mined or filled, restoration planting activities, mechanical vegetation reduction and prescribed fire) or to document changes related to a destructive natural event (for example, a hurricane, wildfire, pest or disease).

### **7.2 NATURAL COMMUNITY MONITORING**

ERM has developed a “Pine Flatwoods Rapid Assessment” to help site managers evaluate the effects of land management activities on three vegetation layers – canopy, midstory/shrub and groundcover – within mesic flatwoods and wet flatwoods natural communities. The Pine Flatwoods Rapid Assessment allows site managers to determine the current condition of onsite mesic flatwoods and wet flatwoods natural communities; compare the current condition of these natural communities to pre-determined, desired conditions; and use the resulting data to evaluate the effects of certain land management activities on the condition of these natural communities.

If rapid assessment monitoring protocols are developed for other natural communities found on this site, those protocols will automatically be included in the monitoring program for this site.

### 7.3 VEGETATION MONITORING

Vegetation transects were established within the natural area to monitor the effect of a permitted restoration project on one or more of the existing natural communities. Vegetation transects also may be established within the natural area in the future to monitor the effect(s) of a destructive natural event (for example, a hurricane, wildfire, pest, disease or invasive species). Data collected from the vegetation transects may include information on vegetation community structure and/or composition of natural communities.

Any plant species that has been listed for protection or special management by at least one governmental agency and/or ranked as a S1, S2 or S3 species by FNAI, and that is being monitored in accordance with the vegetation monitoring protocol, has been and will continue to be recorded in ERM's Environmental Enterprise Database (EEDB). Staff also may collect population and/or demographic information for one or more of the listed plant species found on the site to document the effect(s) of land management activities, changing site conditions and/or a significant natural event on that plant species; and/or when permits require more intense monitoring.

Plant species that are encountered opportunistically (during a normal site visit) on a natural area and that have not previously been documented on the site are recorded in the EEDB.

### 7.4 WILDLIFE MONITORING

Migratory wildlife surveys are conducted at the natural area to record the resident and migratory wildlife found on the site. Optional nonmigratory wildlife surveys also may be conducted, if deemed appropriate by staff. Migratory wildlife surveys are conducted when migratory bird species are expected to be present - September through October and February through May. Nonmigratory wildlife surveys are conducted from June through August, or from November through January.

Any animal species observed at the site that has been listed for protection or special management by at least one governmental agency or that has been ranked as a S1, S2 or S3 species by FNAI, and that is being monitored in accordance with the wildlife monitoring protocol, has been and will continue to be recorded in ERM's EEDB. A species-specific monitoring plan may be developed for any listed animal species that is recorded as breeding on the site or if more intense monitoring is needed to help identify or evaluate management activities designed to help protect a particular species.

Animal species that are encountered opportunistically on a natural area and that have not previously been documented on the site are recorded in the EEDB.

## 7.5 HYDROLOGICAL MONITORING

Hydrological monitoring is used to help determine the effectiveness of hydrological restoration projects conducted within the natural area by measuring onsite surface and ground water levels over time. Readings from the hydrological monitoring station(s) are plotted against rainfall data obtained from a nearby rain gauge. Success of the hydrological restoration projects is determined based on vegetative changes within the site and a comparison of water levels versus rainfall over time.

## 7.6 CLIMATE CHANGE MONITORING

All of the monitoring information gathered on the site will be evaluated for changes that may be the result of climate change. If significant changes in rainfall patterns and/or natural communities are noted over time, staff will attempt to mitigate for these changes. If the changes cannot be mitigated for, management practices will be modified to provide the highest quality natural communities practicable under the new climate conditions.

## 7.7 REPORTS

Staff will prepare an ASE report each year. Each ASE will include information related to structural improvements, natural events, land management activities, monitoring events and restoration/enhancement activities that occurred on the site during the prior year. A general review of land management and restoration/enhancement efforts, and the status of natural communities and listed species will be completed at the end of each management year and included in the ASE. ASEs will be used in conjunction with data stored in the EEDB to allow staff to analyze and evaluate the success of land management and restoration/enhancement activities over a period of years.

Information on all new listed plant and animal species recorded at the natural area will be provided to FNAI on an annual basis, using one of the forms that are available at <http://www.fnai.org/fieldreportingforms.cfm>, or as otherwise requested by FNAI.

### FCT Requirements

Staff will prepare and submit a stewardship report to FCT each year until such time that FCT approves a 5-year reporting schedule for the site. Following approval of the 5-year reporting schedule, ERM will prepare and submit a stewardship report to FCT once every 5 years. The submittal date for the first 5-year report will be determined when FCT approves the 5-year reporting schedule. The stewardship report will be designed to meet the reporting requirements for the FCT-funded portion of the natural area. The County commits to follow up visits performed by FCT.

The County understands its responsibility for preparing an Annual Revenue Report for each FCT

project site, due on July 31 of each year. This report will include revenue earned on the project site during the previous State of Florida fiscal year (July 1-June 30). Any and all fees collected will be placed in a segregated account and used solely for the upkeep and maintenance of the project site.

The County also understands its responsibility to determine whether or not it must submit a State single or project-specific audit for any given fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditors General.

The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of the FCT award.

## 8. CHRONOLOGY OF MAJOR EVENTS

### 1996-2022

Year	Month	Event
1996	October	Unit 11 acquisition began
1997	August	O'Connell (Hungryland Slough) Tract acquisition – 729.76 acres
	September	Trash and debris removed from acquired parcels
1998	December	The FCT Governing Board approved \$429,832 in matching funds for the Unit 11 Phase I project
1999	May	The FCT Governing Board approved \$1,694,964 in matching funds for the Hungryland Slough project
	August	Royal Palm Colony tract acquisition – 445.27 acres
	November	The FCT Governing Board approved \$1,686,914 in matching funds for the Bee Line Corridor Natural Area - Phase II project
	December	Initial exotic vegetation treatment began
2000	February	Metal guard rail/gate and perimeter signs installed at Beeline entrance
	April	7 staff gauges and shallow monitoring wells installed in Unit 11 zones 1-4
	July	Photopoint location established in Unit 11 zones 1-3
	August	Vegetation transects established in Unit 11 zones 1-3
	September	Photopoint location established for Unit 11 zone 4
		Wildfire in Unit 11 zone 7 – 0.5 acres
		Wildfire in Unit 11 zone 2 – 2 acres
	October	Vegetation transects established in Unit 11 zone 4
		Migratory wildlife surveys began
	November	Non-migratory wildlife surveys began
		Wildfire from downed FPL line – less than 1 acre
2001		9 additional staff gauges and wells installed in Unit 11 zones 5-8
		5 staff gauges and wells installed outside Unit 11
		4 additional vegetation transects established in Unit 11 zones 5-8
	January	Fire management plan completed
	April	Follow up exotic vegetation treatment completed outside Unit 11
2002		Hungryland slough/O'Connell tract zoning changed to Conservation
	February	Treatment of 125 acres of melaleuca, Brazilian pepper and lygodium in Unit 11 zone 2 began
		Re-treatment of exotic vegetation in Unit 11 zone 1 complete
	March	Initial treatment of exotic vegetation in Unit 11 zone 3 (7.5 acres) and zone 4 (2 acres) initiated

Year	Month	Event
	May	Trash and debris removed from Unit 11 zone 1
		Initial management plan approved by BCC
	August	Initial exotic vegetation treatment in Unit 11 zone 2 completed
		Cogon grass in NE corner of Management Unit 4 treated
	December	Prescribed burn – Unit 11 zones 1 and 2 (Management Units 2 and 3) – 235 acres
2003	June	Initial exotic vegetation treatment for Royal Palm Colony began
2004		2 management roads/hiking trails installed within Royal Palm Colony tract totaling 6,900 feet
		County acquired zones 1-4 within Unit 11
		7 culverts draining wetlands along the southeast edge into the C18 canal were removed to improve hydrology
	April	Unit 11 restoration began in zones 1-4 – installation of temporary containment berm along southern project limits; removal of dirt roads from wetlands; backfilling of ditches and canals
	July	Wildfire – Unit 11 zones 7 and 8 - 23 acres
2005	September	Following Hurricanes Frances and Jeanne, the C-18 levee, along the southeast edge of the O’Connell tract, suffered a blow-out and flow-over from excess water
		Additional management roads/hiking trails – 6,000 feet - installed within Unit 11 zones 1-5
		Existing management road/hiking trail system designated and marked by Florida Trail Association as part of the Ocean-to-Lake Trail network
		County acquired zones 5-6 in Unit 11
	March	Unit 11 restoration in zones 1-5 - relocation of temporary containment berm along southern project limits (southern edge of zone 5); removal of dirt roads from wetlands; backfilling of ditches and canals
		Ditch and containment berm previously installed for restoration has been eliminated
		Wildfire – Unit 11 zone 8 - 6.2 acres
2006		Additional management roads/hiking trail installation started in Unit 11 zones 5-8
		Trash and debris removal in Unit 11 zones 5-8
		Unit 11 restoration continues in zones 1-4 and extended to zones 5-8. Removal of temporary project containment berm; removal of dirt roads from wetlands; removal of spoil berm along eastern edge; leveling dirt roads to natural grade within uplands; backfilling of ditches and canals
	January	Prescribed burn in Management Unit 8 - 315 acres

Year	Month	Event
	May	Wildfire – Unit 11 zone 7 - less than 10 foot diameter
	June	Unit 11 acquisition completed
		Exotic vegetation removal started in Unit 11 zones 5-8
	July	Wildfire in O’Connell tract – 10.2 acres
2007		Initial exotic vegetation removal for entire site completed
		Unit 11 hydrological enhancements - eastern and central culverts refurbished and set at higher control elevation; western culvert abandoned in place since associated with canal that was backfilled; east edge of O’Connell tract had 3 culverts re-installed to enhance hydrology and help with flood protection
	March	Wildfire – O’Connell tract - less than 1 acre
	April	Remaining management roads/hiking trails in southern half of Unit 11 completed (addition of 22,000 feet)
		Unit 11 restoration completed – removal of dirt roads from wetlands; removal of spoil berm along eastern and northern edges; leveling of dirt roads to natural grade within uplands; backfilling of ditches and canals
	May	Trash removal activities in southern half of Unit 11 completed
2008		2 mini kiosks installed along southern boundary (C18 right of way/Ocean-to-Lake Trail)
	June	Cultural resource survey done by the Archaeological and Historical Conservancy
	November	Prescribed burn in Management Unit 11 – 140 acres
	December	Prescribed burn in Management Unit 5 – 200 acres
		Prescribed burn in Management Units 3-6 – 104 acres
2009	July	Prescribed burn in Management Unit 9 - 74 acres
2010	May	Prescribed burn in Management Units 9 and 10 – 225 acres
2011		No notable events
2012	February	Prescribed burn in Management Units 9 and 10 – 307 acres
	May	New firebreak and site access point installed in northwest corner of the site
	August	Unprecedented rainfall event with Tropical Storm Isaac
	November	Prescribed burn in Management Unit 11 – 65 acres
	December	Prescribed burn in Management Unit 11 – 260 acres
2013	December	Prescribed burn in Management Unit 1 – 260 acres
		Mechanical vegetation reduction in Units 7 and 8 – 70 acres
2014	March	Prescribed burn in Management Unit 8 -212 acres
	May	C18 ROW acquisitions (Gouveia/Parker) – 36.64 acres
	April-June	Mechanical vegetation reduction in Management Unit 8 – 43 acres

Year	Month	Event
	July	Culvert failure in the southeast corner of Unit 11 – complete removal and replacement of old culvert and riser structure
2015	January-February	Mechanical vegetation reduction in Management Units 7 and 9 - 106 acres
	March	Prescribed burn in Management Unit 8 – 250 acres
	March, May, June-October	Pine thinning – 5,802 tons of trees removed over 393 acres
	June	Wildfire in Unit 11 – 2.1 acres
		New 3.75 mile loop hiking trail added and marked
		Primitive parking area constructed with kiosk, trailhead and bike rack
	August	3 groundwater wells installed by SFWMD contractor as part of an ongoing hydrological study
	October	Prescribed burn in Management Unit 9 – 100 acres
	November	Mechanical vegetation reduction in Units 7 and 9 – 105 acres
2016	March	Prescribed burn in Management Units 8-11 – 243 acres
	April	Prescribed burn in Management Unit 9 – 80 acres
	May	Prescribed burn in Management Unit 7 – 212 acres
		Mechanical vegetation reduction in Management Units 9-11 – 395 acres
	July	Dyer C18 ROW acquisition – 43.03 acres
	November	Prescribed burn in Management Unit 2 – 82 acres
	December	Prescribed burn in Management Unit 2 – 20 acres
2017	June	Mechanical vegetation reduction in Management Unit 2 – 94 acres
2018	February	Prescribed burn in Management Units 7-9 – 100 acres
	March	Prescribed burn in Management Units 7-9 – 75 acres
	April	Prescribed burn in Management Unit 11 – 161 acres
	December	Aerial prescribed burn in Management Units 2,3,6,7,9,10 and 11- 1,757 acres
2019	January	Prescribed burn in Management Unit 11 – 277 acres
	February	Prescribed burn in Management Units 5 and 6 – 290 acres
	April	Pine thinning activities in Management Units 1,2,4 and 6 – 253 acres
	June	Mechanical vegetation reduction in Management Units 2,3,4 and 6 – 220 acres
2020	January-June	Pine thinning activities in Management Units 1,2,3,6 and 7 – 391 acres
	September	Prescribed burn in Management Unit 4 – 113 acres
2021	March-May	FEMA fire mitigation project in Royal Palm Colony tract and Unit 11
	August	Wildfire in Management Unit 11 – less than 1 acre



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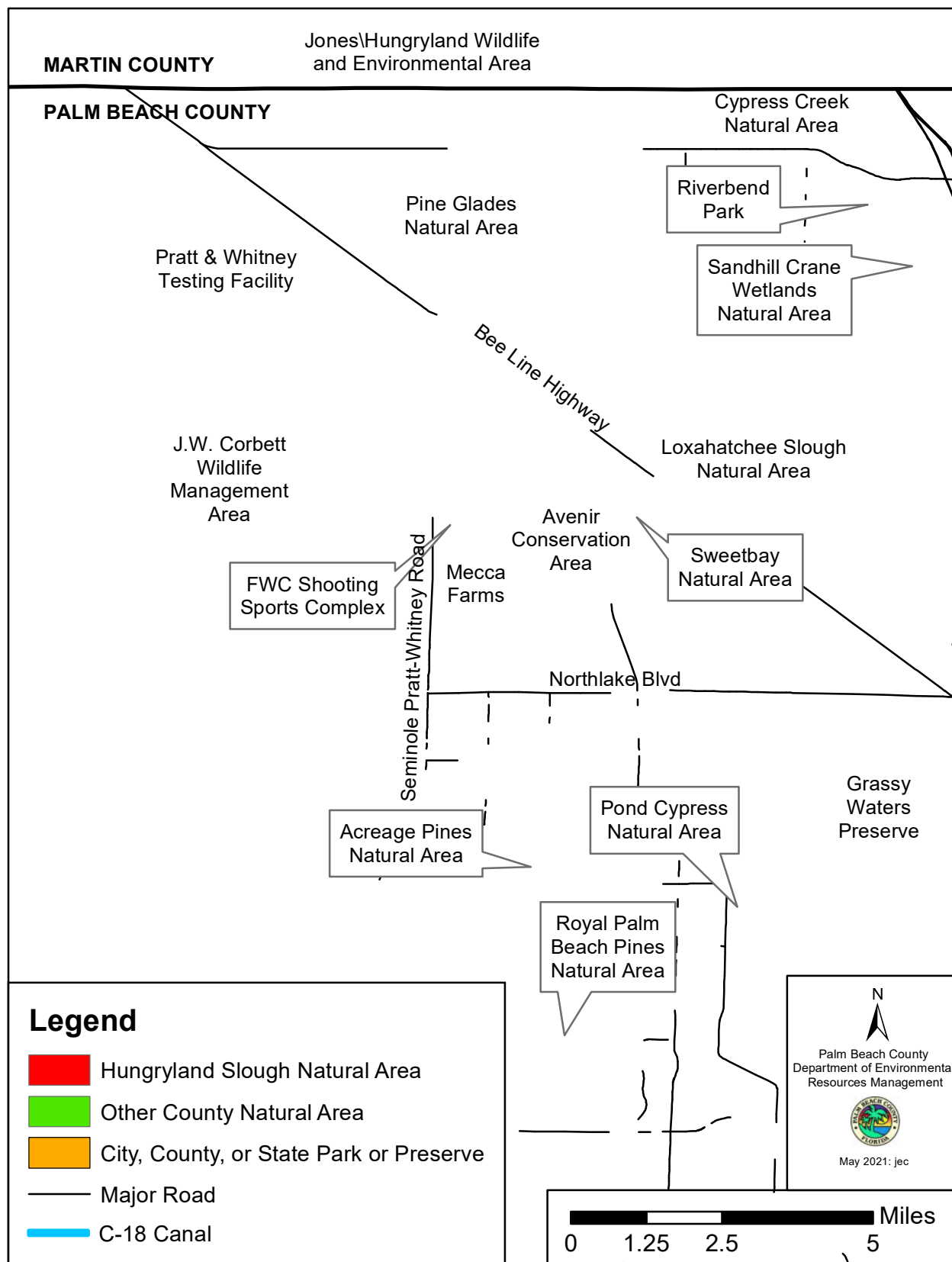
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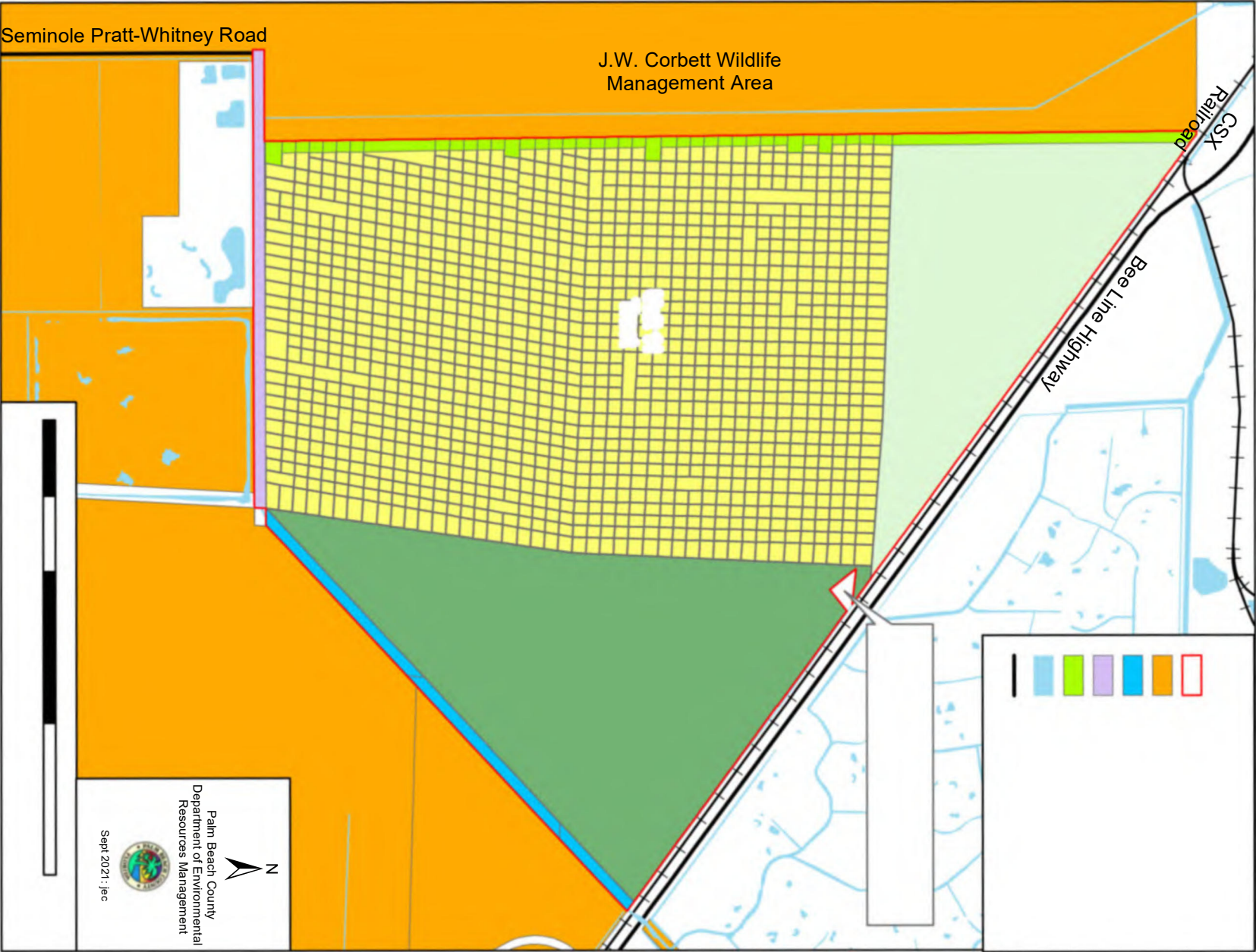
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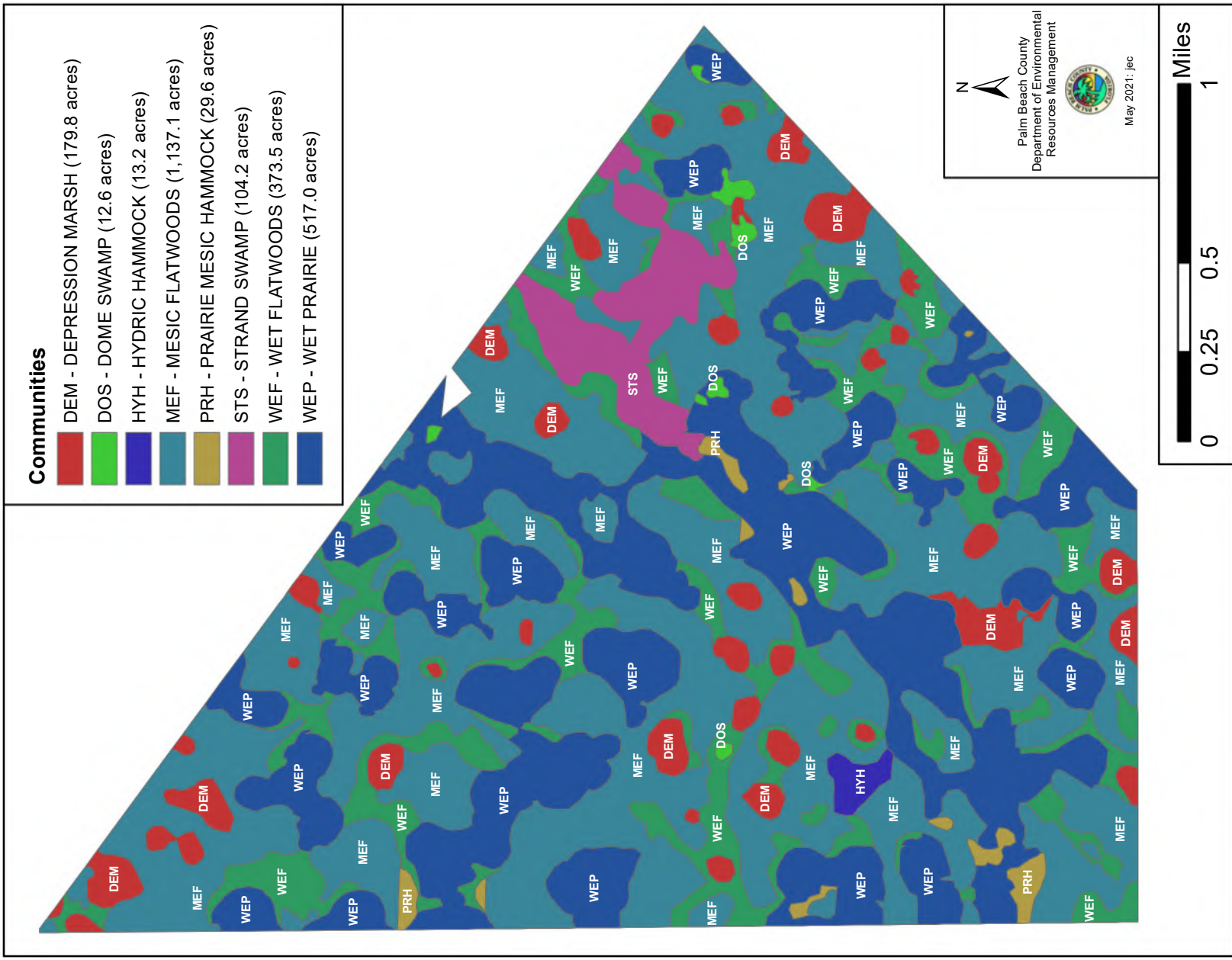
## 10. FIGURES



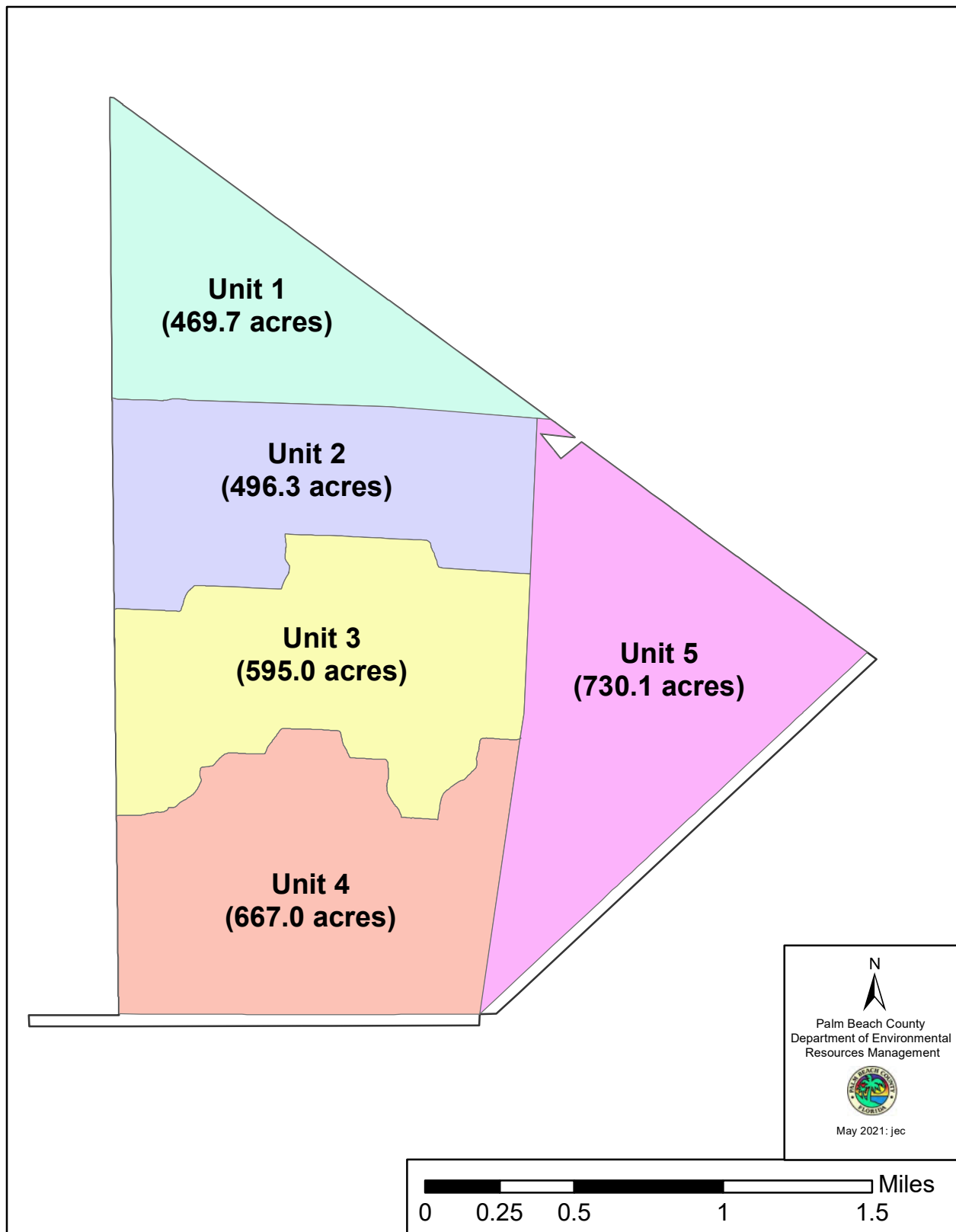
**Figure 1. Hungryland Slough Natural Area Location Map**







**Figure 3. Hungryland Slough Natural Area Vegetation Communities Map**



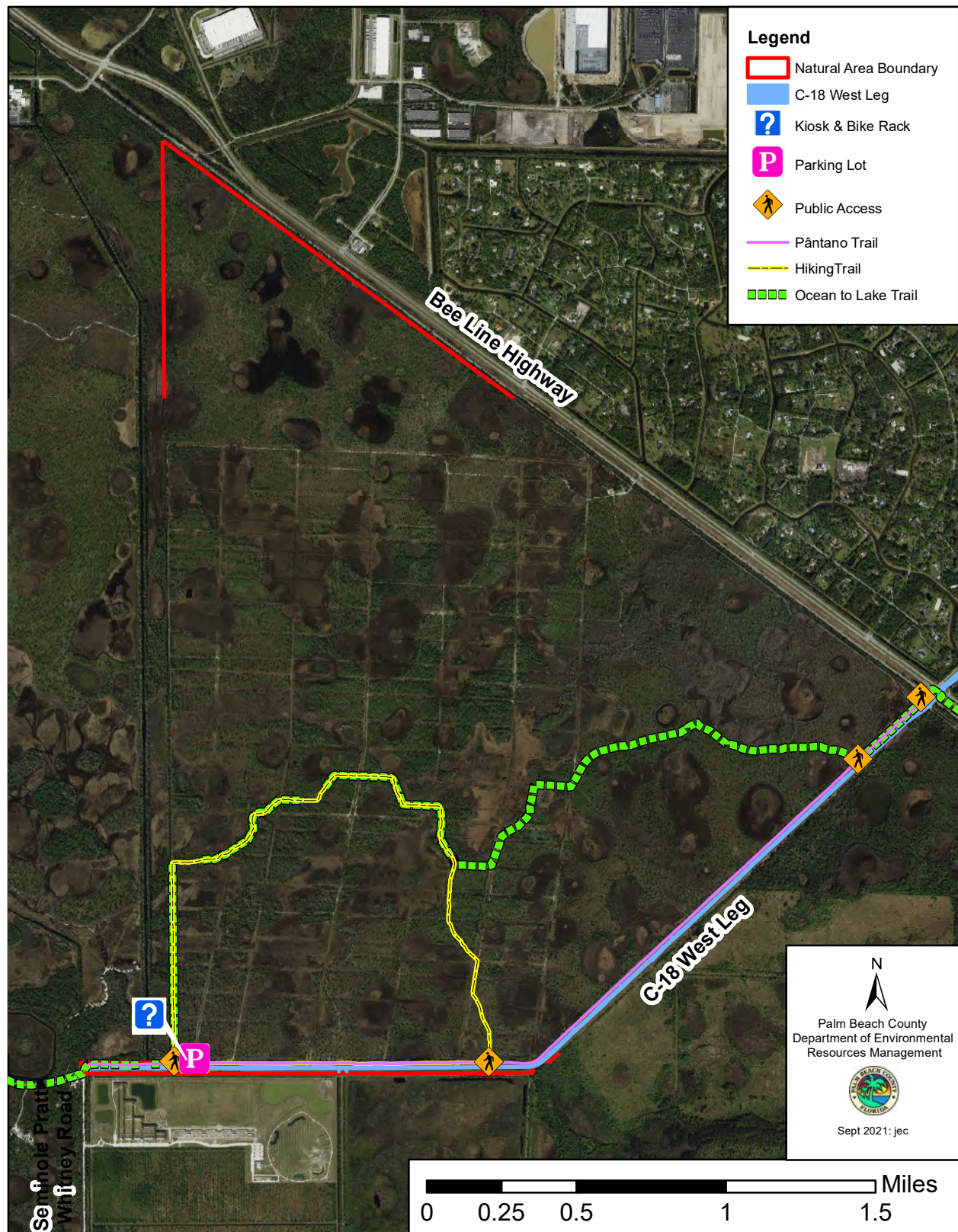
**Figure 4. Hungryland Slough Natural Area Management Units Map**



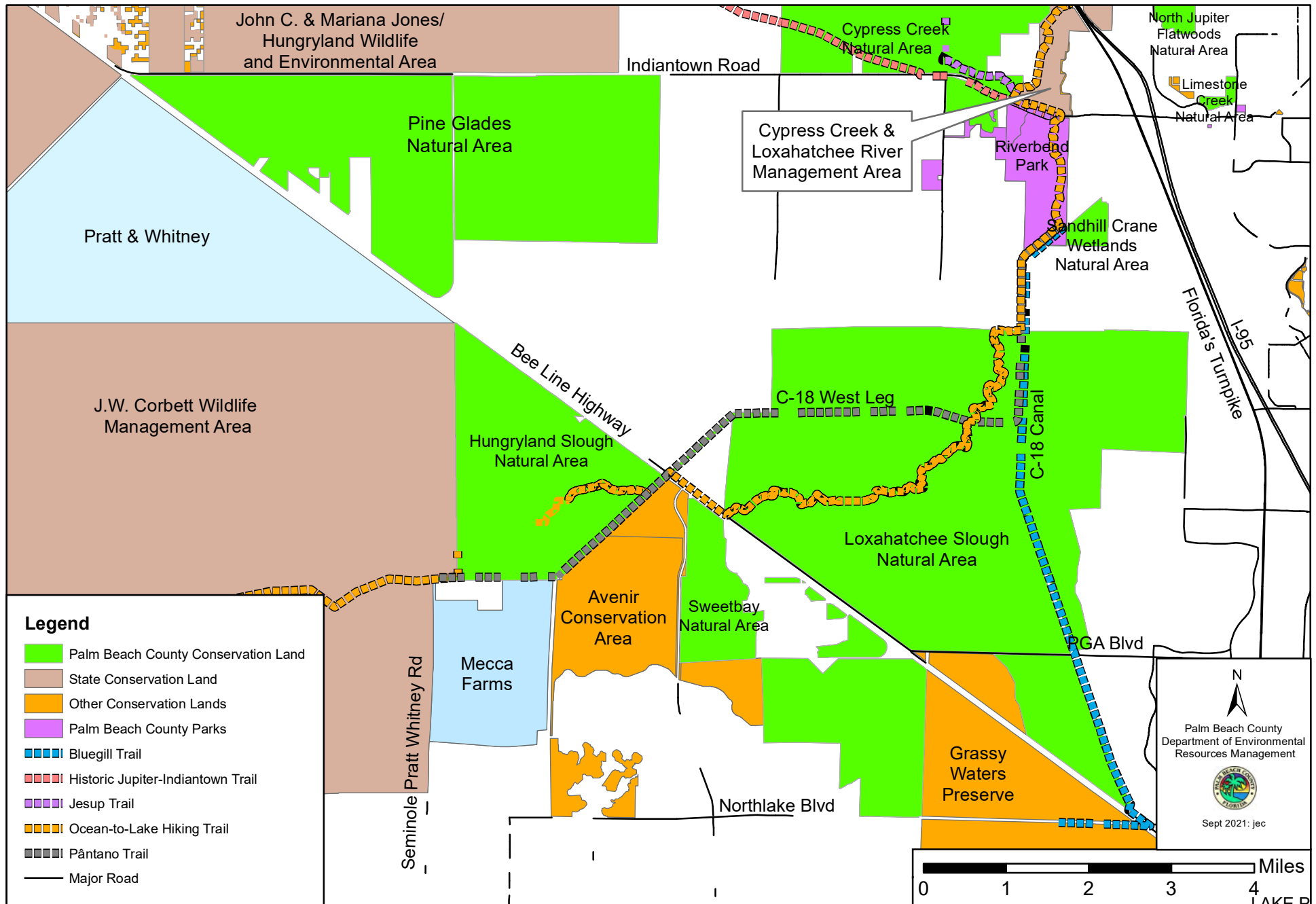


**Figure 5. Hungryland Slough Natural Area Restoration Map**





**Figure 6. Hungryland Slough Natural Area Public Use Map**



**Figure 7. Hungryland Slough Natural Area Greenways/Conservation Lands Map**

## 11. TABLES

**Table 1. Listed Plant Species Recorded at Hungryland Slough Natural Area**

SCIENTIFIC NAME	COMMON NAME	STATUS/RANK DESIGNATION		
		USFWS	FDACS	FNAI
<i>Encyclia tampensis</i>	Florida butterfly orchid	N	CE	N
<i>Lilium catesbaei</i>	Catesby's lily	N	T	N
<i>Nemastylis floridana</i>	Celestial lily	N	E	G2/S2
<i>Ophioglossum palmatum</i>	Hand fern	N	E	G4/S2
<i>Osmunda regalis</i> var. <i>spectabilis</i>	Royal fern	N	CE	N
<i>Osmundastrum cinnamomeum</i>	Cinnamon fern	N	CE	N
<i>Sacoila lanceolata</i> var. <i>paludicola</i>	Leafy beaked ladiestresses	N	N	G4T1/S1
<i>Serenoa repens</i>	Saw palmetto	N	CE	N
<i>Tillandsia balbisiana</i>	Inflated & reflexed wild pine	N	T	N
<i>Tillandsia fasciculata</i>	Common wild pine	N	E	N
<i>Tillandsia utriculata</i>	Giant wild pine	N	E	N

CE = Commercially-exploited  
 E = Endangered  
 FDACS = Florida Department of Agriculture and Consumer Services  
 FNAI = Florida Natural Areas Inventory  
 G# = Global Ranking  
 G#? = Tentative rank (e.g., G2?)  
 G#T# = Global Ranking of Species (G) and Subspecies or Variety (T)  
 N = Not listed  
 S = State Ranking  
 T = Threatened  
 TNR = Taxonomic subgroup has yet been ranked  
 UR = Under Review  
 USFWS = United States Fish and Wildlife Service

Species presence determined from field surveys conducted by ERM (1993-2022). Status designations assigned by USFWS are from USFWS (undated); status designations assigned by FDACS are from FDACS (2020b); and rank designations assigned by FNAI are from FNAI (2019). Status and rank designations are defined in Appendix C.



**Table 2. Listed Animal Species Recorded at Hungryland Slough Natural Area**

SCIENTIFIC NAME	COMMON NAME	STATUS/RANK DESIGNATIONS		
		USFWS	FWC	FNAI
<i>Alligator mississippiensis</i>	American alligator	T(S/A)	FT(S/A)	G5/S4
<i>Antigone canadensis pratensis</i>	Florida sandhill crane	UR	ST	G5T2/S2
<i>Aramus guarana</i>	Limpkin	N	N	G5/S3
<i>Crotalus adamanteus</i>	Eastern diamond-backed rattlesnake	UR	N	G4/S3
<i>Drymarchon corais couperi</i>	Eastern indigo snake	T	FT	G3/S3
<i>Dryobates villosus</i>	Hairy woodpecker	N	N	G5/S3
<i>Egretta caerulea</i>	Little blue heron	N	ST	G5/S4
<i>Egretta rufescens</i>	Reddish egret	N	ST	G4-S2
<i>Egretta thula</i>	Snowy egret	N	N	G5/S3
<i>Egretta tricolor</i>	Tricolored heron	N	ST	G5/S4
<i>Elanoides forficatus</i>	Swallow-tailed kite	N	N	G5/S2
<i>Falco sparverius paulus</i>	Southeastern American kestrel	N	ST	G5T4/S3
<i>Gopherus polyphemus</i>	Gopher tortoise	C	ST	G3/S3
<i>Haliaeetus leucocephalus</i>	Bald eagle	N	N	G5/S3
<i>Lampropeltis getula</i>	Eastern kingsnake	N	N	G5/S2S3
<i>Mycteria americana</i>	Wood stork	T	FT	G4/S2
<i>Neofiber alleni</i>	Round-tailed muskrat	N	N	G3/S3
<i>Nyctanassa violacea</i>	Yellow-crowned night-heron	N	N	G5/S3
<i>Nycticorax nycticorax</i>	Black-crowned night-heron	N	N	G5/S3
<i>Pandion haliaetus</i>	Osprey	N	SSC*	G5/S3S4
<i>Peucaea aestivalis</i>	Bachman's sparrow	N	N	G3/S3
<i>Picoides borealis</i>	Red-cockaded woodpecker	E	FE	G3/S2
<i>Platalea ajaja</i>	Roseate spoonbill	N	ST	G5/S2
<i>Plegadis falcinellus</i>	Glossy ibis	N	N	G5/S3
<i>Polyborus plancus audubonii</i>	Audubon's crested caracara	T	FT	G5/S2
<i>Rostrhamus sociabilis plumbeus</i>	Everglade snail kite	E	FE	G4G5/S2

SCIENTIFIC NAME	COMMON NAME	STATUS/RANK DESIGNATIONS		
		USFWS	FWC	FNAI
<i>Setophaga ruticilla</i>	American redstart	N	N	G5/S2
<i>Sternula antillarum</i>	Least tern	N	ST	G4/S3

C	= Candidate
E	= Endangered
FE	= Federally-designated Endangered
FT	= Federally-designated Threatened
FT(S/A)	= Federally-designated Threatened due to Similarity of Appearance
FWC	= Florida Fish and Wildlife Conservation Commission
FNAI	= Florida Natural Areas Inventory
G#	= Global Ranking
G#T#	= Global Ranking of Species (G) and Subspecies or Variety (T)
N	= Not listed
S#	= State Ranking
SSC	= State Species of Special Concern
ST	= State-designated Threatened
T	= Threatened
T(S/A)	= Threatened due to Similarity of Appearance
UR	= Under Review
USFWS	= United States Fish and Wildlife Service

\* Currently only the Monroe County population of this species is listed as a state species of special concern.

Species presence determined from field surveys conducted by ERM (1993-2022). Status designations assigned by USFWS are from USFWS (undated); status designations assigned by FWC are from FWC (2018); and rank designations assigned by FNAI are from FNAI (2019). Status and rank designations are defined in Appendix C.

**Table 3. Priority Schedule for Site Management Activities**

ACTIVITY	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Updated management plan	X									
NAMAC review of updated management plan	X									
County Commission approval of updated management plan	X									
Conduct monitoring activities	X	X	X	X	X	X	X	X	X	X
Conduct maintenance invasive/nonnative plant control activities	X	X	X	X	X	X	X	X	X	X
Conduct regular facilities maintenance/mowing	X	X	X	X	X	X	X	X	X	X
Coordinate volunteer work days	X	X	X	X	X	X	X	X	X	X

**Table 4. Estimated Annual Management and Maintenance Costs (in 2022 dollars)****Site Management and Maintenance**

Prescribed habitat burns or mechanical fuel reduction (personnel and equipment - \$27,500 per burn or reduction, 6 burns/reductions in a 10-year period/10 years to next management plan update)	\$16,500*
Mowing and maintenance of management accessways/hiking trails (4 times/year)	\$2,095*
Fence line maintenance (3 times/year)	\$1,571*
Maintenance of public use facilities, including trail markers/signs (bi-weekly or as needed) and trimming of hiking trail vegetation (2 times/year)	\$10,895*
Site management – monitoring program, annual reports, management plan updates, listed species protection, volunteer coordination and supervision, public outreach, educational materials and intergovernmental coordination	\$96,109*
Nonnative/invasive plant control (3,047 acres @ \$92/acre)	\$278,691**
Repair/replacement due to damage/vandalism (0.005% of structural facilities cost of \$38,554)	\$192**
<b><i>Subtotal – present annual cost</i></b>	<b>\$406,053</b>

**Capital Facilities Maintenance and Replacement**

Removal and replacement of facilities with 10-year expected life (rules signs, miscellaneous signs, natural area signs, credits sign, entrance sign, regulatory signs, trail markers, post and rail fencing) and facilities with 20-year expected life (bicycle racks, kiosks, steel maintenance gates)	\$30,393
<i>Estimated annual cost over 10 years @ 4% interest rate</i>	\$3,747
Removal and replacement of facilities with 10-year expected life and facilities 30 years after the initial installation	\$12,663
<i>Estimated annual cost over 20 years @ 4% interest rate</i>	\$932
<b><i>Subtotal – estimated annual capital replacement costs</i></b>	<b>\$4,679</b>

**TOTAL ANNUAL COST (in 2022 dollars)****\$410,732**

\* To be performed by existing Palm Beach County personnel.

\*\* Funding for these activities will come from the Palm Beach County Natural Areas Fund, Palm Beach County Natural Areas Stewardship Endowment Fund, Ag Reserve Land Management Fund and/or Palm Beach County General Fund, as may be amended.

NOTE: All facilities and activities listed are subject to annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners

## APPENDIXES

## **APPENDIX A**

### **PLANT SPECIES RECORDED AT HUNGRYLAND SLOUGH NATURAL AREA**

**PLANT SPECIES RECORDED AT  
HUNGRYLAND SLOUGH NATURAL AREA  
Updated 2/16/2022**

<b>SCIENTIFIC NAME</b>	<b>COMMON NAME</b>
<i>Acacia auriculiformis</i> * (CAT I)	Earleaf acacia
<i>Acer rubrum</i>	Red maple
<i>Acrostichum danaeifolium</i>	Giant leather fern
<i>Aletris lutea</i>	Yellow colicroot
<i>Ambrosia artemisiifolia</i>	Common ragweed
<i>Amphicarpum muehlenbergianum</i>	Blue maidencane
<i>Andropogon glomeratus</i>	Bushy bluestem
<i>Andropogon virginicus</i>	Broomsedge bluestem
<i>Annona glabra</i>	Pond apple
<i>Aristida purpurascens</i>	Arrowfeather threeawn
<i>Aristida rhizomophora</i>	Florida threeawn
<i>Aristida spiciformis</i>	Bottlebrush threeawn
<i>Aristida stricta</i>	Wiregrass
<i>Asclepias lanceolata</i>	Fewflower milkweed
<i>Axonopus</i> sp.	Carpetgrass
<i>Azolla filiculoides</i>	American waterfern
<i>Baccharis halimifolia</i>	Groundsel tree
<i>Bacopa caroliniana</i>	Blue waterhyssop
<i>Bacopa monnieri</i>	Herb-of-grace
<i>Bejaria racemosa</i>	Tarflower
<i>Bidens alba</i>	Beggarticks
<i>Bigelovia nudata</i>	Pineland rayless goldenrod
<i>Boehmeria cylindrica</i>	False nettle
<i>Buchnera americana</i>	American bluehearts
<i>Bulbostylis</i> sp.	Hairsedge
<i>Caesalpinia pulcherrima</i>	Dwarf poinciana
<i>Callicarpa americana</i>	American beautyberry
<i>Calopogon barbatus</i>	Bearded grasspink
<i>Campyloneurum phyllitidis</i>	Long strap fern
<i>Carica papaya</i>	Papaya
<i>Cassytha filiformis</i>	Love vine
<i>Casuarina equisetifolia</i> * (NX) (PAP I) (CAT I)	Australian-pine
<i>Cenchrus purpureus</i> *	Napiergrass
<i>Cenchrus spinifex</i>	Coastal sandbur

SCIENTIFIC NAME	COMMON NAME
<i>Centella asiatica</i>	Spadeleaf
<i>Cephalanthus occidentalis</i>	Common buttonbush
<i>Chamaecrista fasciculata</i>	Partridge pea
<i>Chaptalia tomentosa</i>	Pineland daisy
<i>Chara</i> sp.	Muskgrass
<i>Chrysobalanus icaco</i>	Coco plum
<i>Cirsium horridulum</i>	Purple thistle
<i>Citrus x aurantium</i> *	Grapefruit, sour orange, sweet orange
<i>Cladium jamaicense</i>	Jamaica swamp sawgrass
<i>Clematis baldwinii</i>	Pine-hyacinth
<i>Conoclinium coelestinum</i>	Blue mistflower
<i>Coreopsis floridana</i>	Florida tickseed
<i>Coreopsis leavenworthii</i>	Leavenworth's tickseed
<i>Crinum americanum</i>	String-lily
<i>Crotalaria pallida</i> var. <i>obovata</i> *	Smooth rattlebox
<i>Ctenium aromaticum</i>	Toothachegrass
<i>Cuphea carthagenensis</i> *	Colombian waxweed
<i>Cyperus haspan</i>	Haspan flatsedge
<i>Cyperus ligularis</i>	Swamp flatsedge
<i>Cyperus odoratus</i>	Fragrant flatsedge
<i>Cyperus</i> sp.	Flatsedge
<i>Dichanthelium commutatum</i>	Variable witchgrass
<i>Dichanthelium erectifolium</i>	Erectleaf witchgrass
<i>Dichanthelium scabriusculum</i>	Woolly witchgrass
<i>Dichanthelium strigosum</i>	Roughhair witchgrass
<i>Diodia virginiana</i>	Virginia buttonweed
<i>Diospyros virginiana</i>	Common persimmon
<i>Dracaena hyacinthoides</i> * (CAT II)	Bowstring hemp
<i>Drosera capillaris</i>	Pink sundew
<i>Dyschoriste angusta</i>	Pineland twinflower
<i>Eclipta prostrata</i>	False daisy
<i>Eleocharis baldwinii</i>	Baldwin's spikerush
<i>Eleocharis cellulosa</i>	Gulf coast spikerush
<i>Eleocharis geniculata</i>	Canada spikerush
<i>Eleocharis interstincta</i>	Knotted spikerush
<i>Elephantopus elatus</i>	Tall elephantsfoot
<i>Emilia fosbergii</i> *	Florida tassleflower



SCIENTIFIC NAME	COMMON NAME
<i>Encyclia tampensis</i>	Florida butterfly orchid
<i>Eragrostis atrovirens</i> *	Thalia lovegrass
<i>Eragrostis elliottii</i>	Elliott's lovegrass
<i>Erechtites hieracifolius</i>	Fireweed
<i>Erigeron quercifolius</i>	Oakleaf fleabane
<i>Erigeron vernus</i>	Early whitetop fleabane
<i>Eriocaulon compressum</i>	Flattened pipewort
<i>Eriocaulon decangulare</i>	Tenangle pipewort
<i>Eriocaulon ravenelii</i>	Ravenel's pipewort
<i>Eulophia alta</i>	Wild coco
<i>Eupatorium capillifolium</i>	Dogfennel
<i>Eupatorium compositifolium</i>	Yankeeweed
<i>Eupatorium serotinum</i>	Lateflowering thoroughwort
<i>Eustachys petraea</i>	Pinewoods fingergrass
<i>Euthamia caroliniana</i>	Slender flattop goldenrod
<i>Ficus aurea</i>	Strangler fig
<i>Fimbristylis autumnalis</i>	Slender fimbry
<i>Fimbristylis cymosa</i>	Hurricane grass
<i>Flaveria linearis</i>	Narrowleaf yellowtops
<i>Fuirena breviseta</i>	Saltmarsh umbrellasedge
<i>Fuirena scirpoidea</i>	Southern umbrellasedge
<i>Funastrum clausum</i>	White twinevine
<i>Galactia elliottii</i>	Elliott's milkpea
<i>Galactia</i> sp.	Milkpea
<i>Gratiola hispida</i>	Rough hedgehyssop
<i>Habenaria floribunda</i>	Toothpetal false reinorchid
<i>Helenium pinnatifidum</i>	Southeastern sneezeweed
<i>Heliotropium polyphyllum</i>	Pineland heliotrope
<i>Heteropogon melanocarpus</i> *	Sweet tanglehead
<i>Heterotheca subaxillaris</i>	Camphorweed
<i>Hibiscus furcellatus</i>	Lindenleaf rosemallow
<i>Hydrilla verticillata</i>	Hydrilla
<i>Hydrocotyle umbellata</i>	Manyflower marshpennywort
<i>Hymenocallis palmeri</i>	Alligatorlily
<i>Hymenocallis</i> sp.	Spiderlily
<i>Hypericum cistifolium</i>	Roundpod St. John's-wort
<i>Hypericum fasciculatum</i>	Peelbark St. John's-wort
<i>Hypericum gentianoides</i>	Pineweeds

SCIENTIFIC NAME	COMMON NAME
<i>Hypericum hypericoides</i>	St. Andrew's-cross
<i>Hypericum tetrapetalum</i>	Fourpetal St. John's-wort
<i>Hypoxis juncea</i>	Fringed yellow stargrass
<i>Hyptis alata</i>	Musky mint
<i>Ilex cassine</i>	Dahoon
<i>Ilex glabra</i>	Gallberry
<i>Imperata cylindrica</i> * (NX) (CAT I)	Cogongrass
<i>Ipomoea sagittata</i>	Saltmarsh morning-glory
<i>Ipomoea</i> sp.	Morning-glory
<i>Iresine diffusa</i>	Juba's bush
<i>Iva microcephala</i>	Piedmont marshelder
<i>Juncus marginatus</i>	Grassleaf rush
<i>Juncus megacephalus</i>	Bighead rush
<i>Juncus polycephalus</i>	Manyhead rush
<i>Kosteletzkya pentacarpos</i>	Virginia saltmarsh mallow
<i>Lachnanthes caroliana</i>	Carolina redroot
<i>Lachnocaulon anceps</i>	Whitehead bogbutton
<i>Lantana strigocamara</i> * (CAT I)	Shrubverbena
<i>Leucaena leucocephala</i>	White leadtree
<i>Liatris spicata</i>	Dense gayfeather
<i>Lilium catesbaei</i>	Catesby's lily
<i>Livistona chinensis</i>	Chinese fan palm
<i>Lobelia glandulosa</i>	Glade lobelia
<i>Ludwigia maritima</i>	Seaside primrosewillow
<i>Ludwigia peruviana</i> * (CAT I)	Peruvian primrosewillow
<i>Ludwigia repens</i>	Creeping primrosewillow
<i>Ludwigia</i> sp.	Primrosewillow
<i>Lycopodiella appressa</i>	Southern club-moss
<i>Lygodium microphyllum</i> * (NX) (CAT I)	Old world climbing fern
<i>Lyonia fruticosa</i>	Coastalplain staggerbush
<i>Lyonia lucida</i>	Fetterbush
<i>Lythrum alatum</i>	Winged loosestrife
<i>Magnolia virginiana</i>	Sweetbay
<i>Mecardonia acuminata</i>	Axilflower
<i>Melaleuca quinquenervia</i> * (NX) (PAP I) (CAT I)	Melaleuca
<i>Melanthera nivea</i>	Snow squarestem
<i>Melilotus albus</i>	White sweetclover
<i>Mikania scandens</i>	Climbing hempvine

SCIENTIFIC NAME	COMMON NAME
<i>Morella cerifera</i>	Wax myrtle
<i>Morus rubra</i>	Red mulberry
<i>Muhlenbergia capillaris</i>	Hairawn muhly
<i>Myrsine cubana</i>	Myrsine
<i>Nekemias arborea</i>	Peppervine
<i>Nemastylis floridana</i>	Celestial lily
<i>Nephrolepis exaltata</i>	Wild boston fern
<i>Nuphar advena</i>	Spatterdock
<i>Nymphaea odorata</i>	American white waterlily
<i>Ophioglossum palmatum</i>	Hand fern
<i>Osmunda regalis</i> var. <i>spectabilis</i>	Royal fern
<i>Osmundastrum cinnamomeum</i>	Cinnamon fern
<i>Panicum hemitomon</i>	Maidencane
<i>Panicum repens</i> * (CAT I)	Torpedograss
<i>Panicum rigidulum</i>	Redtop panicum
<i>Panicum tenerum</i>	Bluejoint panicum
<i>Panicum virgatum</i>	Switchgrass
<i>Parthenocissus quinquefolia</i>	Virginia creeper
<i>Paspalum laeve</i>	Field paspalum
<i>Passiflora incarnata</i>	Purple passionflower
<i>Persea palustris</i>	Swamp bay
<i>Persicaria hydropiperoides</i>	Mild waterpepper
<i>Persicaria punctata</i>	Dotted smartweed
<i>Phlebodium aureum</i>	Golden polypody
<i>Phoenix</i> sp.	Date palm
<i>Phragmites australis</i>	Common reed
<i>Phyla nodiflora</i>	Turkey tangle fogfruit
<i>Physalis walteri</i>	Walter's groundcherry
<i>Phytolacca americana</i>	American pokeweed
<i>Piloblephis rigida</i>	Wild pennyroyal
<i>Pinus elliotii</i>	Slash pine
<i>Piriqueta cistoides</i> subsp. <i>caroliniana</i>	Pitted stripeeed
<i>Plantago virginica</i>	Southern plantain
<i>Pleopeltis michauxiana</i>	Resurrection fern
<i>Pluchea baccharis</i>	Rosy camphorweed
<i>Pluchea foetida</i>	Stinking camphorweed
<i>Pluchea</i> sp.	Camphorweed
<i>Polygala balduinii</i>	Baldwin's milkwort

SCIENTIFIC NAME	COMMON NAME
<i>Polygala cruciata</i>	Drumheads
<i>Polygala cymosa</i>	Tall pinebarren milkwort
<i>Polygala lutea</i>	Orange milkwort
<i>Polygala ramosa</i>	Low pinebarren milkwort
<i>Polygala rugelii</i>	Yellow milkwort
<i>Polygala violacea</i>	Showy milkwort
<i>Pontederia cordata</i>	Pickerelweed
<i>Proserpinaca palustris</i>	Marsh mermaidweed
<i>Proserpinaca pectinata</i>	Combleaf mermaidweed
<i>Proserpinaca</i> sp.	Mermaidweed
<i>Psidium guajava</i> * (CAT I)	Guava
<i>Psilotum nudum</i>	Whisk-fern
<i>Psychotria nervosa</i>	Wild coffee
<i>Psychotria sulzneri</i>	Shortleaf wild coffee
<i>Pteridium aquilinum</i>	Bracken
<i>Pteris vittata</i> * (CAT II)	Chinese ladder brake
<i>Pterocaulon pycnostachyum</i>	Blackroot
<i>Quercus laurifolia</i>	Laurel oak
<i>Quercus pumila</i>	Running oak
<i>Quercus virginiana</i>	Live oak
<i>Rhexia mariana</i>	Pale meadowbeauty
<i>Rhexia nuttallii</i>	Nuttall's meadowbeauty
<i>Rhodomyrtus tomentosa</i> * (NX) (CAT I)	Rose myrtle
<i>Rhus copallinum</i>	Winged sumac
<i>Rhynchosia</i> sp.	Snoutbean
<i>Rhynchospora colorata</i>	Starrush whitetop
<i>Rhynchospora corniculata</i>	Shortbristle horned beaksedge
<i>Rhynchospora divergens</i>	Spreading beaksedge
<i>Rhynchospora inundata</i>	Narrowfruit horned beaksedge
<i>Rhynchospora latifolia</i>	Giant whitetop
<i>Rhynchospora microcarpa</i>	Southern beaksedge
<i>Rhynchospora miliacea</i>	Millet beaksedge
<i>Rhynchospora nitens</i>	Shortbeak beaksedge
<i>Rhynchospora</i> sp.	Beaksedge
<i>Rhynchospora tracyi</i>	Tracy's beaksedge
<i>Rudbeckia hirta</i>	Blackeyed susan
<i>Ruellia blechum</i>	Browne's blechum
<i>Ruellia caroliniensis</i>	Carolina wild petunia

SCIENTIFIC NAME	COMMON NAME
<i>Sabal palmetto</i>	Cabbage palm
<i>Sabatia calycina</i>	Coastal rosegentian
<i>Sabatia decandra</i>	Bartram's rosegentian
<i>Sabatia grandiflora</i>	Largeflower rosegentian
<i>Saccharum giganteum</i>	Sugarcane plumegrass
<i>Sacoila lanceolata</i> var. <i>paludicola</i>	Leafy beaked ladiestresses
<i>Sagittaria graminea</i>	Grassy arrowhead
<i>Sagittaria lancifolia</i>	Bulltongue arrowhead
<i>Salix caroliniana</i>	Coastalplain willow
<i>Salvinia minima</i> * (CAT I)	Water spangles
<i>Sambucus nigra</i> subsp. <i>canadensis</i>	Elderberry
<i>Samolus ebracteatus</i>	Water pimpernel
<i>Schinus terebinthifolia</i> * (NX) (PAP I) (CAT I)	Brazilian pepper
<i>Schizachyrium scoparium</i>	Little bluestem
<i>Schoepfia chrysophylloides</i>	Graytwig
<i>Scleria reticularis</i>	Netted nutrush
<i>Scleria</i> sp.	Nutrush
<i>Serenoa repens</i>	Saw palmetto
<i>Setaria parviflora</i>	Knotroot foxtail
<i>Sida rhombifolia</i>	Indian hemp
<i>Sideroxylon reclinatum</i>	Florida bully
<i>Sisyrinchium angustifolium</i>	Narrowleaf blue-eyed grass
<i>Smilax auriculata</i>	Earleaf greenbrier
<i>Smilax laurifolia</i>	Laurel greenbrier
<i>Smilax</i> sp.	Greenbrier
<i>Smilax tamnoides</i>	Bristly greenbrier
<i>Solidago gigantea</i>	Giant goldenrod
<i>Sorghastrum secundum</i>	Lopsided indiangrass
<i>Spartina bakeri</i>	Sand cordgrass
<i>Spermacoce verticillata</i> * (CAT II)	Shrubby false buttonweed
<i>Sporobolus indicus</i> *	Smutgrass
<i>Stenotaphrum secundatum</i>	St. augustinegrass
<i>Stillingia aquatica</i>	Corkwood
<i>Stillingia sylvatica</i>	Queensdelight
<i>Symphyotrichum bahamense</i>	Bahaman aster
<i>Symphyotrichum dumosum</i>	Rice button aster
<i>Syngonanthus flavidulus</i>	Yellow hatpins
<i>Taxodium ascendens</i>	Pond-cypress

SCIENTIFIC NAME	COMMON NAME
<i>Telmatoblechnum serrulatum</i>	Swamp fern
<i>Thalia geniculata</i>	Fireflag
<i>Thelypteris interrupta</i>	Hottentot fern
<i>Thelypteris kunthii</i>	Southern shield fern
<i>Tiedemannia filiformis</i> subsp. <i>filiformis</i>	Water cowbane
<i>Tillandsia balbisiana</i>	Inflated & reflexed wild pine
<i>Tillandsia fasciculata</i>	Common wild pine
<i>Tillandsia paucifolia</i>	Potbelly airplant
<i>Tillandsia recurvata</i>	Ballmoss
<i>Tillandsia setacea</i>	Southern needleleaf
<i>Tillandsia</i> sp.	Airplant
<i>Tillandsia usneoides</i>	Spanish moss
<i>Tillandsia utriculata</i>	Giant wild pine
<i>Toxicodendron radicans</i>	Eastern poison ivy
<i>Triadenum virginicum</i>	Virginia marsh St. John's-wort
<i>Tribulus cistoides</i>	Burnnut
<i>Typha latifolia</i>	Broadleaf cattail
<i>Urena lobata</i> * (CAT I)	Caesarweed
<i>Utricularia cornuta</i>	Horned bladderwort
<i>Utricularia foliosa</i>	Leafy bladderwort
<i>Utricularia inflata</i>	Floating bladderwort
<i>Utricularia purpurea</i>	Eastern purple bladderwort
<i>Utricularia resupinata</i>	Small purple bladderwort
<i>Utricularia</i> sp.	Bladderwort
<i>Utricularia subulata</i>	Zigzag bladderwort
<i>Vaccinium myrsinites</i>	Shiny blueberry
<i>Verbesina virginica</i>	White crownbeard
<i>Viola lanceolata</i>	Bog white violet
<i>Vitis aestivalis</i>	Summer grape
<i>Vitis rotundifolia</i>	Muscadine
<i>Vitis shuttleworthii</i>	Calloose grape
<i>Vittaria lineata</i>	Shoestring fern
<i>Woodwardia virginica</i>	Virginia chain fern
<i>Xyris ambigua</i>	Coastalplain yelloweyed grass
<i>Xyris caroliniana</i>	Carolina yelloweyed grass
<i>Xyris elliotii</i>	Elliott's yelloweyed grass
<i>Xyris flabelliformis</i>	Savannah yelloweyed grass
<i>Xyris</i> sp.	Yelloweyed grass

SCIENTIFIC NAME	COMMON NAME
<i>Yucca</i> sp.	Yucca

NOTES:

\* = Nonnative species

(NX) = Species is on the state noxious weed list (Rule 5B-57.007, Florida Administrative Code)

(PAP I) = Species designated as Class I Prohibited Aquatic Plant by FDACS (2008)

(PAP II) = Species designated as Class II Prohibited Aquatic Plant by FDACS (2008)

(CAT I) = Exotic species designated as Category I by FISC (FISC 2019)

(CAT II) = Exotic species designated as Category II by FISC (FISC 2019)

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Scientific and common names of vascular plant species generally follow ITIS (2021); Nature Serve (2019); USDA, NRCS (2018); and Wunderlin et al. (2019). Lichens are from Brodo et al. (2001).

## **APPENDIX B**

### **ANIMAL SPECIES RECORDED AT HUNGRYLAND SLOUGH NATURAL AREA**



## APPENDIX B

### ANIMAL SPECIES RECORDED AT HUNGRYLAND SLOUGH NATURAL AREA Updated 1/13/2022

#### Scientific Name

#### Common Name

#### **MOLLUSCA**

##### **Bivalvia** (Bivalves)

*Elliptio* sp.

Freshwater mussel

##### **Gastropoda** (Gastropods)

*Pomacea paludosa*

Florida applesnail

#### **ARTHROPODA**

##### **Arachnida** (Arachnids)

*Gasteracantha cancriformis*

Spinybacked orbweaver

*Hogna carolinensis*

Carolina wolf spider

*Leucauge venusta*

Orchard orbweaver

*Dermacentor* sp.

Tick

##### **Insecta** (Insects)

#### Coleoptera

*Dineutus* sp.

Whirligig beetle

#### Dictyoptera

*Stagmomantis carolina*

Praying mantis

#### Diptera

*Aedes* sp.

Mosquito

*Chrysops* sp.

Deer fly

*Culex* sp.

Mosquito

*Culicidae* (family)

Mosquito

*Plecia nearctica* \*

Lovebug

#### Hemiptera

*Hesperocorixa* sp.

Water boatman

*Tibicen* sp.

Cicada

### Hymenoptera

*Apis mellifera* \*

*Bombus pensylvanicus*

*Sceliphron caementarium*

Honeybee

American bumble bee

Black and yellow mud dauber

### Lepidoptera

*Agraulis vanillae*

*Anartia jatrophae*

*Ascia monuste*

*Danaus gilippus*

*Danaus plexippus*

*Euptoieta claudia*

*Heliconius charithonia tuckeri*

*Hypercompe scribonia*

*Limenitis archippus*

*Papilio cresphontes*

*Papilio glaucus*

*Papilio palamedes*

*Phoebis sennae*

*Pyrisitia lisa*

*Utetheisa ornatrix*

Gulf fritillary

White peacock

Great southern white

Queen

Monarch

Variegated fritillary

Zebra longwing

Giant leopard moth

Viceroy

Giant swallowtail

Eastern tiger swallowtail

Palamedes swallowtail

Cloudless sulphur

Little yellow

Bella moth

### Odonata

*Celithemis eponina*

*Coryphaeschna ingens*

*Crocothemis servilia* \*

*Enallagma doubledayi*

*Erythemis simplicicollis*

*Erythrodiplax minuscula*

*Erythrodiplax umbrata*

*Libellula auripennis*

*Libellula axilena*

*Pachydiplax longipennis*

Halloween pennant

Regal darner

Scarlet skimmer

Atlantic bluet

Eastern pondhawk

Little blue dragonlet

Band-winged dragonlet

Golden-winged skimmer

Bar-winged skimmer

Blue dasher

### Orthoptera

*Achrum carinatum*

*Gryllus* sp.

*Microcentrum retinerve*

*Romalea microptera*

*Schistocerca alutacea*

*Schistocerca americana*

Longheaded toothpick grasshopper

Cricket

Lesser angle-winged katydid

Eastern lubber grasshopper

Leather-colored bird grasshopper

American grasshopper

*Schistocerca damnifica*

Mischievous bird grasshopper

**Malacostraca** (Malacostracans)

*Procambarus fallax*

Slough crayfish

**CHORDATA**

**Actinopterygii** (Ray-finned fishes)

*Fundulus chrysotus*

Golden topminnow

*Gambusia holbrooki*

Eastern mosquitofish

*Jordanella floridae*

Flagfish

*Labidesthes sicculus*

Brook silverside

*Lepisosteus platostomus*

Shortnose gar

*Lepisosteus platyrhincus*

Florida gar

*Micropterus salmoides*

Largemouth bass

**Amphibia** (Amphibians)

*Acris gryllus*

Southern cricket frog

*Anaxyrus quercicus*

Oak toad

*Anaxyrus terrestris*

Southern toad

*Dryophytes cinereus*

Green treefrog

*Dryophytes graciosus*

Barking treefrog

*Dryophytes squirellus*

Squirrel treefrog

*Gastrophryne carolinensis*

Eastern narrow-mouthed toad

*Lithobates grylio*

Pig frog

*Lithobates sphenocephalus*

Southern leopard frog

*Pseudacris crucifer*

Spring peeper

*Pseudacris nigrita*

Southern chorus frog

*Pseudacris ocularis*

Little grass frog

**Reptilia** (Reptiles)

Crocodylia

*Alligator mississippiensis*

American alligator

Squamata

*Agkistrodon piscivorus*

Cottonmouth

*Anolis carolinensis*

Green anole

*Anolis sagrei* \*

Brown anole

*Aspidoscelis sexlineata*

Six-lined racerunner

*Coluber constrictor*

North American racer

*Crotalus adamanteus*

Eastern diamond-backed rattlesnake

*Drymarchon corais couperi*  
*Farancia abacura*  
*Lampropeltis getula*  
*Nerodia fasciata*  
*Opheodrys aestivus*  
*Pantherophis guttatus*  
*Rhadinaea flavilata*  
*Sistrurus miliarius*  
*Thamnophis sauritus*  
*Thamnophis sirtalis*

#### Testudines

*Apalone ferox*  
*Gopherus polyphemus*  
*Kinosternon baurii*  
*Kinosternon subrubrum*  
*Pseudemys floridana peninsularis*  
*Pseudemys nelsoni*  
*Sternotherus odoratus*

#### **Aves (Birds)**

##### Accipitriformes

*Accipiter cooperii*  
*Accipiter striatus*  
*Buteo jamaicensis*  
*Buteo lineatus*  
*Buteo platypterus*  
*Cathartes aura*  
*Circus cyaneus*  
*Coragyps atratus*  
*Elanoides forficatus*  
*Haliaeetus leucocephalus*  
*Pandion haliaetus*  
*Rostrhamus sociabilis plumbeus*

##### Anseriformes

*Aix sponsa*  
*Anas discors*  
*Anas fulvigula*  
*Dendrocygna autumnalis*  
*Dendrocygna bicolor*

Eastern indigo snake  
Red-bellied mudsnake  
Eastern kingsnake  
Southern watersnake  
Rough greensnake  
Red cornsnake  
Pine woods littersnake  
Pygmy rattlesnake  
Eastern ribbonsnake  
Common gartersnake

Florida softshell  
Gopher tortoise  
Striped mud turtle  
Eastern mud turtle  
Peninsula cooter  
Florida red-bellied turtle  
Eastern musk turtle

Cooper's hawk  
Sharp-shinned hawk  
Red-tailed hawk  
Red-shouldered hawk  
Broad-winged hawk  
Turkey vulture  
Northern harrier  
Black vulture  
Swallow-tailed kite  
Bald eagle  
Osprey  
Everglade snail kite

Wood duck  
Blue-winged teal  
Mottled duck  
Black-bellied whistling-duck  
Fulvous whistling-duck

*Lophodytes cucullatus*

Hooded merganser

Caprimulgiformes

*Antrostomus carolinensis*

Chuck-will's-widow

*Chordeiles minor*

Common nighthawk

Charadriiformes

*Charadrius semipalmatus*

Semipalmated plover

*Charadrius vociferus*

Killdeer

*Gallinago delicata*

Wilson's snipe

*Himantopus mexicanus*

Black-necked stilt

*Sternula antillarum*

Least tern

*Tringa flavipes*

Lesser yellowlegs

*Tringa melanoleuca*

Greater yellowlegs

*Tringa solitaria*

Solitary sandpiper

Ciconiiformes

*Mycteria americana*

Wood stork

Columbiformes

*Columbina passerina*

Common ground-dove

*Zenaida macroura*

Mourning dove

Coraciiformes

*Megaceryle alcyon*

Belted kingfisher

Falconiformes

*Falco sparverius*

American kestrel

*Falco sparverius paulus*

Southeastern American kestrel

*Polyborus plancus audubonii*

Audubon's crested caracara

Galliformes

*Colinus virginianus*

Northern bobwhite

*Meleagris gallopavo*

Wild turkey

Gruiformes

*Antigone canadensis pratensis*

Florida sandhill crane

*Aramus guarauna*

Limpkin

*Fulica americana*

American coot

*Gallinula galeata*

Common gallinule

Passeriformes

<i>Agelaius phoeniceus</i>	Red-winged blackbird
<i>Ammodramus savannarum</i>	Grasshopper sparrow
<i>Bombycilla cedrorum</i>	Cedar waxwing
<i>Cardinalis cardinalis</i>	Northern cardinal
<i>Corvus brachyrhynchos</i>	American crow
<i>Corvus ossifragus</i>	Fish crow
<i>Cyanocitta cristata</i>	Blue jay
<i>Dumetella carolinensis</i>	Gray catbird
<i>Geothlypis trichas</i>	Common yellowthroat
<i>Hirundo rustica</i>	Barn swallow
<i>Lanius ludovicianus</i>	Loggerhead shrike
<i>Mimus polyglottos</i>	Northern mockingbird
<i>Mniotilta varia</i>	Black-and-white warbler
<i>Myiarchus crinitus</i>	Great crested flycatcher
<i>Peucaea aestivalis</i>	Bachman's sparrow
<i>Pipilo erythrophthalmus</i>	Eastern towhee
<i>Polioptila caerulea</i>	Blue-gray gnatcatcher
<i>Quiscalus major</i>	Boat-tailed grackle
<i>Quiscalus quiscula</i>	Common grackle
<i>Riparia riparia</i>	Bank swallow
<i>Sayornis phoebe</i>	Eastern phoebe
<i>Seiurus aurocapilla</i>	Ovenbird
<i>Setophaga americana</i>	Northern parula
<i>Setophaga caerulescens</i>	Black-throated blue warbler
<i>Setophaga coronata</i>	Yellow-rumped warbler
<i>Setophaga discolor</i>	Prairie warbler
<i>Setophaga dominica</i>	Yellow-throated warbler
<i>Setophaga magnolia</i>	Magnolia warbler
<i>Setophaga palmarum</i>	Palm warbler
<i>Setophaga pinus</i>	Pine warbler
<i>Setophaga ruticilla</i>	American redstart
<i>Stelgidopteryx serripennis</i>	Northern rough-winged swallow
<i>Sturnella magna</i>	Eastern meadowlark
<i>Sturnus vulgaris</i> *	European starling
<i>Tachycineta bicolor</i>	Tree swallow
<i>Thryothorus ludovicianus</i>	Carolina wren
<i>Toxostoma rufum</i>	Brown thrasher
<i>Troglodytes aedon</i>	House wren
<i>Turdus migratorius</i>	American robin
<i>Vireo griseus</i>	White-eyed vireo
<i>Vireo olivaceus</i>	Red-eyed vireo

*Vireo solitarius*

Blue-headed vireo

Pelecaniformes

*Ardea alba*

Great egret

*Ardea herodias*

Great blue heron

*Botaurus lentiginosus*

American bittern

*Bubulcus ibis*

Cattle egret

*Butorides virescens*

Green heron

*Egretta caerulea*

Little blue heron

*Egretta rufescens*

Reddish egret

*Egretta thula*

Snowy egret

*Egretta tricolor*

Tricolored heron

*Eudocimus albus*

White ibis

*Nyctanassa violacea*

Yellow-crowned night-heron

*Nycticorax nycticorax*

Black-crowned night-heron

*Pelecanus occidentalis*

Brown pelican

*Platalea ajaja*

Roseate spoonbill

*Plegadis falcinellus*

Glossy ibis

Piciformes

*Colaptes auratus*

Northern flicker

*Dryobates villosus*

Hairy woodpecker

*Dryocopus pileatus*

Pileated woodpecker

*Melanerpes carolinus*

Red-bellied woodpecker

*Picoides borealis*

Red-cockaded woodpecker

*Picoides pubescens*

Downy woodpecker

*Sphyrapicus varius*

Yellow-bellied sapsucker

Podicipediformes

*Podilymbus podiceps*

Pied-billed grebe

Strigiformes

*Bubo virginianus*

Great horned owl

*Megascops asio*

Eastern screech-owl

*Strix varia*

Barred owl

*Tyto alba*

Barn owl

Suliformes

*Anhinga anhinga*

Anhinga

*Phalacrocorax auritus*

Double-crested cormorant

**Mammalia** (Mammals)

<i>Canis latrans</i>	Coyote
<i>Dasypus novemcinctus</i>	Nine-banded armadillo
<i>Didelphis virginiana</i>	Virginia opossum
<i>Lontra canadensis</i>	North American river otter
<i>Lynx rufus</i>	Bobcat
<i>Neofiber alleni</i>	Round-tailed muskrat
<i>Odocoileus virginianus</i>	White-tailed deer
<i>Procyon lotor</i>	Raccoon
<i>Sciurus carolinensis</i>	Eastern gray squirrel
<i>Sus scrofa</i> *	Feral hog
<i>Sylvilagus palustris</i>	Marsh rabbit
<i>Urocyon cinereoargenteus</i>	Gray fox

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\* = Nonnative species

B = Beneficial species introduced in Palm Beach County to help control a specific invasive nonnative plant species (for example, melaleuca)

NOTE:

Scientific and common names generally follow FWC (2017), NatureServe (2019), ITIS (2021) or Arnett (2000).



## **APPENDIX C**

### **DEFINITIONS OF STATUS AND RANK DESIGNATIONS FOR LISTED SPECIES AND NATURAL COMMUNITIES**

## **APPENDIX C**

### **DEFINITIONS OF STATUS AND RANK DESIGNATIONS FOR LISTED SPECIES AND NATURAL COMMUNITIES**

#### **United States Fish and Wildlife Service (USFWS) - Wildlife and Plants**

Species listed in the Code of Federal Regulations (CFR) and protected under the provisions of the Endangered Species Act of 1973 (16 USC 1531-1543, as amended); animals are listed in 50 CFR 17-11 and plants are listed in 50 CFR 17-12.

Endangered (E)	Any species that is in danger of extinction through all or a portion of its range.
Threatened (T)	Any species that is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range.
Candidate (C)	Any species that is under consideration for official listing for which there is sufficient information to support listing.
Similarity of Appearance (S/A)	If a species closely resembles an endangered or threatened species, such species may be treated as endangered or threatened if the Director of USFWS makes a determination that the species shall appear in the list in 50 CFR 17.11 (wildlife) or the list in 50 CFR 17.12 (plants).
Under Review (UR)	Species that have been petitioned for listing and for which a 90-day finding has not been published or for which a 90-day substantial has been published, but a 12-month finding have not yet been published in the Federal Register. Also includes species that are being reviewed through the candidate process, but the Candidate Notice of Review (CNOR) has not yet been signed.

#### **Florida Fish and Wildlife Conservation Commission (FWC) - Animals**

Species listed in Chapter 68A-27 of the Florida Administrative Code (F.A.C.) as Florida Endangered and Threatened Species, and protected under that chapter and the Endangered and Threatened Species Act, Section 372.072, Florida Statutes (F.S.).

Federally-designated Endangered and Threatened Species	Species of fish or wild animal life, subspecies or isolated populations of species or subspecies, whether vertebrate or invertebrate, that are native to Florida and are classified as Endangered or Threatened under
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(FE) and (FT)	Commission rule by virtue of designation by the United States Departments of Interior or Commerce as endangered or threatened under the Federal Endangered Species Act, 16 U.S.C. § 1531 et seq. and rules.
State-designated Threatened Species (ST)	As designated by the Commission, species of fish or wild animal life, subspecies, or isolated population of a species or subspecies, whether vertebrate or invertebrate, that are native to Florida and are classified as Threatened as determined by paragraph (a), (b), (c), (d), or (e) [in subsequent part of definition] in accordance with Rule 68A-27.0012., F.A.C.
Species of Special Concern (SSC)	Per Rule 68A-27.005, management plans will be developed for the species listed in this rule and the species will be evaluated under the listing criteria in subsection 68A-27.001(3), F.A.C. for listing as a State-designated Threatened species.
Candidate Species	A species of fish or wild animal life, subspecies, or isolated populations of species or subspecies, whether invertebrate or vertebrate, that the Commission has determined warrants listing as a State-designated Threatened Species in accordance with Rule 68A-27.0012, F.A.C., and is awaiting final Commission action to be added to the list of Florida Endangered and Threatened Species in Rule 68A-27.003, F.A.C.

### **Florida Department of Agriculture and Consumer Affairs (FDACS) - Plants**

Species listed in Chapter 5B-40 of the Rules of FDACS, Division of Plant Industry and protected under the Preservation of Native Flora of Florida Act (Section 581.185, F.S.).

Endangered (E)	Species of plants native to the state that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue, and includes all species determined to be endangered species or threatened species pursuant to the federal Endangered Species Act of 1973, as amended.
Threatened (T)	Species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in such number as to cause them to be endangered.
Commercially Exploited (CE)	Species native to the state which are being removed in significant numbers from native habitats in the state and sold or transported for sale.

## **Florida Natural Areas Inventory (FNAI) - Plants, Animals and Natural Communities**

FNAI ranks indicate the global (G) or state (S) status of a species or a natural community. Rank definitions are from FNAI (2018).

### FNAI Global Rank Definitions

- G1 Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1,000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- G2 Imperiled globally because of rarity (6 to 20 occurrences or less than 3,000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- G3 Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.
- G4 Apparently secure globally (may be rare in parts of range).
- G5 Demonstrably secure globally.
- G#? Tentative rank (e.g., G2?).
- G#T# Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species and the T portion refers to the specific subgroup; numbers have the same definition as above (e.g., G3T1)

GNR = Element not yet ranked (temporary).

### FNAI State Rank Definitions

- S1 Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1,000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.
- S2 Imperiled in Florida because of rarity (6 to 20 occurrences or less than 3,000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.
- S3 Either very rare and local in Florida (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.

- S4     Apparently secure in Florida (may be rare in parts of range).
- S5     Demonstrably secure in Florida.
- SH     Of historical occurrence in Florida, possibly extirpated, but may be rediscovered

## **APPENDIX D**

### **GRANT AWARD AGREEMENTS FOR HUNGRYLAND SLOUGH NATURAL AREA**



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

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

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

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

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

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

#### I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Palm Beach County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.



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

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

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

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

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

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

FCT Recipient: Palm Beach County Department of  
Environmental Resources Management  
3323 Belvedere Road Bldg. 502  
West Palm Beach, FL 33406-1548  
ATTN: Richard E. Walesky, Director

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

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

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

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

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

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

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

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

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

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

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

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

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

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

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

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The

approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

1. Outdoor recreational facilities including nature trails and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The management plan shall detail how the survey shall be used to ensure the protection, restoration, and preservation of native vegetation on the Project Site.

5. The pine flatwood, strand swamp, wet prairie and wet flatwood communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the American alligator, short-tailed hawk, white ibis, sandhill crane, little blue heron, snail kite and limpkin. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. The water quality of the adjacent C-18 Canal shall be protected through the implementation of appropriate watershed

management techniques on the Project Site.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site.

9. Approximately 121 acres of the Project Site shall be enhanced in terms of biological composition and ecological function by removing exotics and reestablishing the natural hydrology of the site. The FCT Recipient shall coordinate with the South Florida Water Management District to develop and implement a hydrologic restoration plan for the Project Site.

10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

11. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Game and Fresh Water Fish Commission.

12. The management of the Project Site shall be coordinated with the adjacent Unit 11 Tract and with the land managers of other conservation and preservation lands in the project area, including the Game and Fresh Water Fish Commission and the South Florida Water Management District.

13. The Project Site shall be protected and managed as a County-designated greenway connector that will link the Loxahatchee Slough Preserve with the J.W. Corbett Wildlife Management Area.

14. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

15. Bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing bicycle parking stands at the site.

16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

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

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

Witness:

PALM BEACH COUNTY  
a political subdivision of  
the State of Florida

Barbara J. Vockmuth  
Witness Name:

BY: Mauda Ford Lee  
Its: Chair NOV 16 1999

Donna S. Ottum  
Witness Name:

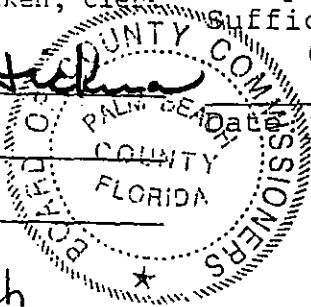
Date: \_\_\_\_\_

R99 22350

Attest: Dorothy H. Wilken, Clerk Accepted as to Legal Form and Sufficiency:

By: Linda C. Hickman Verdi Fall  
Title: Deputy Clerk Date: 10/28/99  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Palm Beach



The foregoing instrument was acknowledged before me this 16 day of November, 1999, by Mauda Ford Lee, as Chair. He is personally known to me, or has produced N/A as identification.

Allison Leigh Moree  
Notary Public  
Print Name: Allison Leigh Moree  
Commission No. CG 880961  
My Commission Expires Oct. 19, 2003  
Bonded Thru Atlantic Bonding Co., Inc.



FLORIDA COMMUNITIES TRUST

Linda Meyer  
Witness Name: LINDA MEYER

James Robinson, Asst Sec  
Steven M. Seibert, Chair

Janice D. Rubino  
Witness Name:

Date: 12/21/99

Accepted as to Legal Form and  
Sufficiency:

Ann J. Wild  
Ann J. Wild, Trust Counsel

Date: 12/20/99

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of December, 1999, STEVEN M. SEIBERT, as Chair of the  
Florida Communities Trust. He is personally known to me.



Janice D. Rubino  
MY COMMISSION # CC795520 EXPIRES  
December 10, 2000  
BONDED THROUGH TROY HAW INSURANCE INC

Janice D. Rubino  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

PARCEL 1: All of the East 1/2 of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida, lying South and West of the Seaboard Airline Railroad right-of-way.

PARCEL 2: All of the East 1/2 of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida, lying Northerly and Westerly of the Central and Southern Florida Flood Control District Canal C-18.

PARCEL 3: All of Section 28, Township 41 South, Range 41 East, Palm Beach County, Florida, lying Northerly and Westerly of Central and Southern Florida Flood Control District Canal C-18 and Southerly and Westerly of the Seaboard Airline Railroad right-of-way.

PARCEL 4: All of Section 33, Township 41 South, Range 41 East, Palm Beach County, Florida, lying Northerly and Westerly of the Central and Southern Florida Flood Control District Canal C-18.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land in Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 29, thence run North 81° 39' 20" West along the North line of said Section a distance of 2316.05 feet to a point in the Southerly right-of-way line of the Seaboard Coastline Railroad; thence run South 49° 47' 32" East along said South right-of-way line 541.65 feet to the Point of Beginning; continue thence South 49° 47' 32" East along said South right-of-way line of Seaboard Coastline Railroad a distance of 146.00 feet; thence South 54° 58' 24" West, 473.64 feet; thence North 35° 01' 36" West 585.28 feet; thence South 79° 31' 47" East 622.63 feet to the Point of Beginning.



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

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

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

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

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

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

#### I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Palm Beach County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation

2000 Revenue Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

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

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

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

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

FCT:	Florida Communities Trust Department of Community Affairs 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 ATTN: Executive Director
FCT Recipient:	Palm Beach County Department of <u>Environmental Resources Management</u> <u>3323 Belvedere Road, Bldg. 502</u> <u>West Palm Beach, FL 33406-1548</u> ATTN: <u>Richard E. Walesky, Director</u>

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

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

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

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

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

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

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

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

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

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project

Site are specifically designated in the Project Plan as approved by FCT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**V. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN**

1. Outdoor recreational facilities including nature trails shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. A survey of vegetative communities and plant species shall be conducted on the Project Site. The management plan shall detail how the survey shall be used during development of the site to ensure the protection, restoration, and preservation of native vegetation on the Project Site.

4. The pine flatwood and wetland communities that occur on the Project Site shall be preserved and appropriately managed to

ensure the long-term viability of these vegetative communities.-

5. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, American alligator, short-tailed hawk, white ibis, sandhill crane, little blue heron and limpkin. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

6. The water quality of the adjacent C-18 Canal shall be protected through the implementation of appropriate watershed management techniques on the Project Site.

7. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site.

8. Approximately 300 acres of the Project Site shall be enhanced in terms of biological composition and ecological function by removing exotics and reestablishing the natural hydrology of the site. The FCT Recipient shall coordinate with the South Florida Water Management District to develop and implement a hydrological restoration plan for the Project Site.

9. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

10. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Game and Fresh Water Fish Commission.

11. The management of the Project Site shall be coordinated with the adjacent Hungryland Slough parcel and with the land managers of other conservation and preservation lands in the project area, including the Game and Fresh Water Fish Commission and the South Florida Water Management District.

12. The Project Site shall be protected and managed as a County-designated greenway connector that will link the Loxahatchee

Slough Preserve with the J.W. Corbett Wildlife Management Area.

13. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

14. Bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing bicycle parking stands at the site.

15. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

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

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

Witness:

PALM BEACH COUNTY  
a political subdivision of  
the State of Florida

Donna S. Citwood

Witness Name:

BY: Mandi Ford Lee  
Its: Chair

NOV 16 1999

Joan Harvey

Witness Name:

Date: \_\_\_\_\_

Attest: Dorothy H. Wilken, Clerk

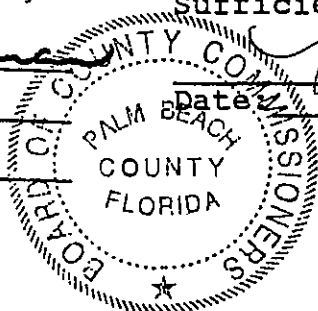
Accepted as to Legal Form and  
Sufficiency:

By: Linda C. Hickman

Title: Deputy Clerk

Date: \_\_\_\_\_

(SEAL)




Heidi J. Jell  
Date: 10/28/99

R99 22360

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this NOV 16 1999  
day of August, 1999, by Maude Ford Lee, as  
Chair. She is personally known  
to me, or has produced N/A as identification.

Allison L. Moree  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

 Allison Leigh Moree  
Commission # CG 880961  
Expires Oct. 19, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

FLORIDA COMMUNITIES TRUST

Linda Meyer  
Witness Name: LINDA MEYER

Jamie D. Rubino  
Witness Name:

Steven M. Seibert, Chair  
Steven M. Seibert, Chair

Date: 12/21/99

Accepted as to Legal Form and Sufficiency:

Ann J. Wild  
Ann J. Wild, Trust Counsel

Date: 12/20/99

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 1999, STEVEN M. SEIBERT, as Chair of the Florida Communities Trust. He is personally known to me.



Jamie D. Rubino  
MY COMMISSION # 0070479 EXPIRES  
December 10, 2000  
SOUTHERN FIDELITY AND GUARANTEE, INC.

Jamie D. Rubino  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

The West 209 feet of the East 458 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The North 269 feet of the South 3705 feet of the East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the East 40 feet, North 30 feet and the South 30 feet.

AND

The North 269 feet of the South 3974 feet of the East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the East 40 feet, the North 30 feet and the South 30 feet.

AND

The North 239 feet of the South 3197 feet less the West 2170 feet of the West one Half of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida, subject to an easement for road and drainage purposes to Indian Trail Water Control District over the East 60 feet and South 30 feet.

AND

The East 209 feet of the West 856 feet of the North 239 feet of the South 2958 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The East 209 feet of the West 438 feet of the North 269 feet of the South 3705 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The East 239 feet of the West 1543 feet of the North 239 feet of the South 4213 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the West 30 feet.

AND

The East 209 feet of the West 438 feet of the North 239 feet of the South 3197 feet of the Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The East 209 feet of the West 856 feet of the North 239 feet of the South 4452 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The East 209 feet of the West 1752 feet of the North 239 feet of the South 1743 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The East 209 feet of the West 647 feet of the North 239 feet of the South 4213 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The East 209 feet of the West 1961 feet of the North 239 feet of the South 1743 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The East 239 feet of the West 1543 feet of the North 269 feet of the South 3974 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the West 30 feet.

AND

The East 209 feet of the West 1752 feet of the North 269 feet of the South 3974 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The North 239 feet of the South 4930 feet of the West 229 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the West 20 feet and the North 30 feet.

AND

The West 209 feet of the East 876 feet less the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.

AND

The West 209 feet of the East 1772 feet less the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.



AND

The West 209 feet of the East 1981 feet of the North 269 feet of the South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The West 209 feet of the East 2399 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 2190 feet of the North 239 feet of the South 4213 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 2399 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 1772 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 2399 feet of the North 239 feet of the South 3197 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The South 249 feet of the West 209 feet of the East 2399 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 40 feet.

AND

The West 209 feet of the East 2399 feet less the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.

AND

The West 209 feet of the East 1772 feet of the North 239 feet of the south 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 239 feet of the East 1563 feet of the North 239 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 30 feet.

AND

The West 239 feet of the East 1563 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the East 30 feet.

AND

The West 209 feet of the East 2399 feet of the North 239 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 2190 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 2399 feet of the North 269 feet of the South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The West 209 feet of the East 1772 feet of the North 269 feet of the South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The West 249 feet of the East 2648 feet of the North 239 feet of the south 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Control District over the North 30 feet and the West 40 feet.

AND

The West 209 feet of the East 1981 feet less the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and the South 30 feet.

AND

The West 209 feet of the East 2190 feet of the North 239 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 239 feet of the East 1563 feet of the North 239 feet of the South 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 1772 feet of the North 239 feet of the South 4213 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 269 feet of the South 3705 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The West 209 feet of the East 2190 feet of the North 269 feet of the South 3705 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The West 209 feet of the East 2190 feet of the North 269 feet of the South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the South 30 feet.

AND

The West 209 feet of the East 1563 feet of the North 269 feet of the South 3705 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the East 30 feet.

AND

The North 249 feet of the South 2470 feet of the West 229 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the West 20 feet and the North 40 feet.

AND

The West 239 feet of the East 1563 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 30 feet.

AND

The West 209 feet of the East 2399 feet of the North 239 feet of the South 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 40 feet.

AND

The West 209 feet of the East 2399 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 40 feet.

AND

The East 209 feet of the West 1065 feet of the North 239 feet of the South 4930 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

All of the West  $\frac{1}{2}$  of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida less the West 2170 feet and less the South 4930 feet; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet, South 30 feet and East 60 feet.

AND

The North 239 feet of the South 4930 feet of the East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the East 40 feet and North 30 feet.

AND

The East 239 feet of the West 1304 feet of the North 269 feet of the South 3974 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the East 30 feet.

AND

The West 209 feet of the East 2648 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the West 40 feet.

AND

The East 209 feet of the West 2170 feet of the North 249 feet of the South 2470 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 40 feet.

AND

The East 209 feet of the West 856 feet of the North 239 feet of the South 3436 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The East 209 feet of the West 1065 feet of the North 239 feet of the South 3436 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 876 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 40 feet.

AND

The West 209 feet of the East 2190 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purpose to Indian Trail Water Control District over the South 40 feet.

AND

The West 249 feet of the East 2648 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet, the South 30 feet, and the West 40 feet.

AND

The West 239 feet of the East 1324 feet of the North 239 feet of the South 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the West 30 feet.

AND

The West 209 feet of the East 458 feet less the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and the South 30 feet.

AND

The North 239 feet of the South 3436 feet of the West 229 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the West 20 feet and the North 30 feet.

AND

The West 209 feet of the East 2190 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The East 209 feet of the West 856 feet of the North 239 feet of the South 1982 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 876 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.



AND

The West 209 feet of the East 1085 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 239 feet of the South 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The East 209 feet of the West 2170 feet of the North 239 feet of the South 2221 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The North 239 feet of the South 1982 feet of the East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes over the East 40 feet and the North 30 feet to Indian Trail Water Control District.

AND

The West 209 feet of the East 3106 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 40 feet.

AND

The West 209 feet of the East 3315 feet of the North 239 feet of the South 4213 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 3524 feet of the North 239 feet of the South 4213 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 239 feet of the East 3972 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet of the West 30 feet.

AND

The West 209 feet of the East 1772 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 4629 feet LESS the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.

AND

The West 239 feet of the East 4211 feet of the North 269 feet of the South 3705 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the East 30 feet.

AND

The West 209 feet of the East 3106 feet of the North 239 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249 feet of the East 2897 feet of the North 239 feet of the South 4213 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the East 40 feet.

AND

The West 209 feet of the East 4420 feet of the North 239 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 1772 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 249 feet of the East 2897 feet of the North 269 feet of the South 3705 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet, and the East 40 feet.

AND

The West 249 feet of the East 2897 feet of the North 269 feet of the South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the East 40 feet.

AND

The West 209 feet of the East 1085 feet of the North 239 feet of the South 4213 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 249 feet of the East 2897 feet of the North 239 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 40 feet.

AND

The West 249 feet of the East 2897 feet less the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet, the South 30 feet and the East 40 feet.

AND

The West 209 feet of the East 3524 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 3733 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 4629 feet of the North 239 feet of the South 3197 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 249 feet of the East 2897 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the East 40 feet.

AND

The West 209 feet of the East 3733 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to the Indian Trail Water Control District over the North 30 feet of subject property.

AND

The West 239 feet of the East 4211 feet of the North 269 feet of the South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the East 30 feet.

AND

The West 209 feet of the East 4420 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 4629 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 3315 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 239 feet of the East 4211 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 40 feet and the East 30 feet.

AND

The West 209 feet of the East 4420 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 40 feet.

AND

The West 209 feet of the East 2190 feet of the North 249 feet of the South 2470 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 40 feet.

AND

The West 209 feet of the East 2190 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 4629 feet of the North 269 feet of the South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4629 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 239 feet of the South 2221 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

AND

The West 209 feet of the East 3524 feet, LESS the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.

AND

The West 249 feet of the East 2648 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the West 40 feet.

AND

The West 209 feet of the East 3733 feet LESS the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.

AND

The West 209 feet of the East 1981 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 3315 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purpose to Indian Trial Water Control District over the South 40 feet.

AND

The West 239 feet of the East 4211 feet of the North 239 feet of the South 3197 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the East 30 feet.

AND

The West 209 feet of the East 4420 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 209 feet of the East 2399 feet of the North 249 feet of the South 2470 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 40 feet.

AND

The West 209 feet of the East 1085 feet, LESS the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.

AND

The West 209 feet of the East 4420 feet, LESS the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and South 30 feet.

AND

The West 209 feet of the East 3733 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.



AND

The West 209 feet of the East 3733 feet of the North 239 feet of the South 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement to Indian Trail Water Control District for road and drainage purposes over the North 30 feet thereof.

AND

The West 249 feet of the East 2648 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the West 40 feet.

AND

The West 209 feet of the East 3733 feet of the North 239 feet of the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

AND

The West 239 feet of the East 3972 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the West 30 feet.

AND

The West 249 feet of the East 2897 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 40 feet.

Attn: Sandy Mann  
Environmental Resources Mgmt.  
3323 Belvedere Rd. Bldg 502  
W. P. B., FL 33406 - 1548

Original  
recorded doc  
to NRS (Mamm)

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Finance

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ORB 11938 Pg 109

This instrument prepared by:

Ann J. Wild

Florida Communities Trust

Department of Community Affairs

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

R2000 0863

FCT CONTRACT# 00-CT-PR-98-PA-J1-067

FLORIDA COMMUNITIES TRUST  
P8A AWARD# 98-067-P8A

### AMENDMENT I GRANT AWARD AGREEMENT

THIS AMENDMENT I to the GRANT AWARD AGREEMENT is entered into this 12<sup>th</sup> day of JULY, 2000, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PALM BEACH COUNTY, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A.I" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

WHEREAS, FCT and FCT Recipient entered into a Grant Award Agreement dated December 21, 1999, and recorded January 14, 2000, in Official Records Book 11561, page 1973, Public Records of Palm Beach County, Florida, at the time of the acquisition of 118 parcels of the Project Site, as described in Exhibit "A" to the Grant Award Agreement;

WHEREAS, FCT has approved the terms under which 37 additional parcels of the Project Site were acquired by the FCT Recipient and these parcels of the Project Site shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall

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contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

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

WHEREAS, General Conditions paragraph 3 of the Grant Award Agreement states that this Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the purpose of this Amendment is to impose the covenants and restrictions of the Grant Award Agreement on 37 additional parcels of the Project Site, in addition to the initial 118 parcels of the Project Site, subsequent to reimbursement of FCT Recipient acquisition costs from FCT Preservation 2000 Bond Proceeds.

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

The Grant Award Agreement dated December 21, 1999, and recorded January 14, 2000, in Official Records Book 11561, page 1973, Public Records of Palm Beach County, Florida, is hereby amended to impose the terms, covenants and restrictions of the Grant Award Agreement on 37 parcels of the Project Site as described in Exhibit "A.I" attached hereto, in addition to 118 parcels of the Project Site as described in Exhibit "A" to the Grant Award Agreement.

This Amendment I to the Grant Award Agreement, including Exhibit "A.I.", and the Grant Award Agreement, including Exhibit "A", embody the entire agreement between the parties.

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

R2000 0863

Witness:

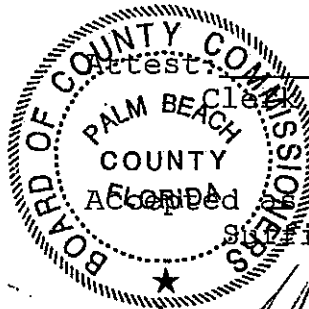
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

Carl Zettler  
Witness Name:

Joan Dunning  
Witness Name:

BY: W J M  
Its: Vice Chair JUN 20 2000

Date: \_\_\_\_\_



DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

By Deirdre C. Hillman  
DEPUTY CLERK

Accepted as to Legal Form and  
Sufficiency:

Deirdre C. Hillman  
Date: 6/6/00

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of JUN 20 2000, 2000, by Vice-Chair Warren Newell,  
as \_\_\_\_\_ of BCC. He is  
personally known to me, or has produced N/A as  
identification.

Allison R. Moree  
Notary Public

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Allison Leigh Moree  
Commission # GC 880961  
Expires Oct. 19, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

Cherie L. Trainor  
 Witness Name: Cherie L. Trainor

Jasmin Ruffington  
 Witness Name: Jasmin Ruffington

FLORIDA COMMUNITIES TRUST

Ralph Cantal  
 Ralph Cantal,  
 Acting Executive Director

Date: 7/17/00

Accepted as to Legal Form and  
 Sufficiency:

Ann J. Wild  
 Ann J. Wild, Trust Counsel  
 Date: 7-11-00

STATE OF FLORIDA  
 COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
17 day of July, 2000, by Ralph Cantal as Action  
 Executive Director of the Florida Communities Trust. He is  
 personally known to me.



Darrah L. Bagley  
 Notary Public  
 Print Name: Darrah L. Bagley  
 Commission No. CC 716067  
 My Commission Expires: 02.12.2002

## Exhibit "A.1" to Amendment I to Grant Award Agreement

The West 239 feet of the East 4211 feet of the North 239 feet of the South 1982 feet Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 30 feet.

And

The West 209 feet of the East 3733 feet of the North 249 feet of the South 2470 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 239 Feet of the East 1563 feet of the North 249 feet of the South 2470 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 40 feet and the East 30 feet.

And

The West 249 feet of the East 2648 feet of the North 239 feet of the South 2221 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the West 40 feet.

And

The West 209 feet of the East 3733 feet of the North 239 feet of the South 2221 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

And

The West 209 feet of the East 3106 feet of the North 249 feet of the South 2470 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District

over the North 30 feet.

And

The West 239 feet of the East 4211 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 30 feet.

And

The West 209 feet of the East 3733 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

And

The West 239 feet of the East 4211 feet of the North 239 feet of the South 4213 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida, subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the East 30 feet.

And

The West 209 feet of the East 2190 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida, subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

And

The West 209 feet of the East 3106 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

And

The West 239 feet of the East 3972 of the North 269 feet of the

South 3974 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the West 30 feet.

And

The West 239 feet of the East 3972 feet of the North 269 feet of the South 3705 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet, the South 30 feet and the West 30 feet.

And

The West 239 feet of the East 3972 feet of the North 239 feet of the South 3436 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the West 30 feet.

And

The West 239 feet of the East 3972 feet of the North 239 feet of the South 3197 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the West 30 feet.

And

The West 239 feet of the East 3972 feet of the North 239 feet of the South 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the West 30 feet.

And

The West 239 feet of the East 1324 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the West 30 feet.

And



The West 239 feet of the East 4211 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 Feet and the West 30 feet.

And

The West 249 feet of the East 2897 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet and the East 40 feet.

And

The West 209 feet of the East 1772 feet of the North 249 feet of the South 2470 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 40 feet.

And

The West 209 feet of the East 3733 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

And

The West 239 feet of the East 3972 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the West 30 feet.

And

The West 209 feet of the East 3315 feet of the North 239 feet of the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

And

The West 239 feet of the East 1563 feet of the North 239 feet of the South 2221 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet and the East 30 feet.

And

The West 209 feet of the East 876 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

And

The West 209 feet of the East 2399 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida, subject to an easement for road and drainage purposes to Indian Trail Water Control District over the South 30 feet.

And

The West 209 feet of the East 2190 feet, LESS the South 4930 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 60 feet and the South 30 feet.

And

The West 209 feet of the East 2399 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida; subject to an easement for road and drainage purposes to Indian Trail Water Control District over the North 30 feet.

And

The West 209 feet of the East 4420 feet of the North 239 feet of the South 2958 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 209 feet of the East 3524 feet of the North 239 feet of

the South 4691 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 209 feet of the East 2190 feet of the North 239 feet of the South 2221 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 209 feet of the East 2399 feet of the North 239 feet of the South 2221 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The East 209 feet of the West 438 feet of the North 239 feet of the South 2221 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 209 feet of the East 667 feet of the North 249 feet of the South 2719 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 239 feet of the East 1563 feet of the North 239 feet of the South 4452 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 239 feet of the East 4211 feet of the North 239 feet of the South 2221 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 209 feet of the East 4420 feet of the North 249 feet of the South 2470 feet of Section 30, Township 41 South, Range 41

East, Palm Beach County, Florida.

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AMENDI/5-15-00

Return to: (enclose self-addressed stamped envelope)

Name

Address:



12/03/2001 13:56:53 20010531894  
OR BK 13143 PG 0323  
Palm Beach County, Florida

✓ Please return to: ~~Sandra M. ...~~  
Dave G. ...  
Environmental Resources Mgmt.  
3323 Belvedere Rd., Bldg. 502  
West Palm Beach, FL 33406

This instrument prepared by:  
Ann J. Wild  
Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

R2001 1640 OCT 02 2001

CONTRACT # \_\_\_\_\_

FLORIDA COMMUNITIES TRUST  
P9A AWARD# 99-028-P9A  
02-CT-66.55-PA-J1-028

#### GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 15<sup>th</sup> day of Oct. 2001, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PALM BEACH COUNTY ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

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

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

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

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

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

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

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

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

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

**I. GENERAL CONDITIONS.**

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Palm Beach County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

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

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

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

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

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

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

FCT Recipient: Palm Beach County  
3323 Belvedere Rd., Bldg 502  
West Palm Beach, FL 33406  
ATTN: Richard Walesky

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

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

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

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

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

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

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

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

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

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



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

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

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

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

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

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

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

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site.

The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN**

1. Outdoor recreational facilities including nature trails and a parking area shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the project site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural and cultural resources shall be provided at the project site.

4. A survey of vegetative communities and plant species shall be conducted on the project site. The management plan shall detail how the survey shall be used during development of the site to ensure the protection, restoration, and preservation of native vegetation on the project site.

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

6. The project site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the project site. The management of listed species habitat on the project site shall be coordinated with the Fish and Wildlife Conservation Commission. Periodic surveys of listed species on the project site shall be conducted to ensure the protection of listed animal species and their habitat.

7. The water quality of the adjacent C-18 Canal shall be protected through the implementation of appropriate watershed management techniques on the project site.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the project site.

9. Approximately 455 acres of the project site shall be enhanced in terms of biological composition and ecological function by removing exotics, controlling access and modifying site hydrology to a more natural condition. Modifications to the hydrology of the site shall be coordinated with the South Florida Water Management District, the Indian Trails Improvement District and the Fish and Wildlife Conservation Commission.

10. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to assist in identifying invasive exotics on the project site.

11. A vegetation analysis of the project site shall be performed to determine which areas of the project site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Fish and Wildlife Conservation Commission.

12. The project site shall be protected and managed as a greenway connector linking the Loxahatchee Slough Preserve with the J.W. Corbett Wildlife Management Area and other publicly-owned conservation lands in the project area.

13. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

14. Bicycle access to the project site shall be promoted as an alternative to automobile transportation by providing bicycle parking stands at the site.

15. The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of this award.

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

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

R2001 1640 OCT 02 2001

Witness:

PALM BEACH COUNTY

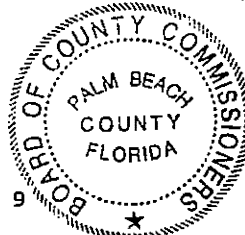
D. W. Myte  
Witness Name:  
Joseph Smith  
Witness Name:

BY: Carol A. Roberts  
P.C.S. Carol A. Roberts, Vice Chair  
Date: \_\_\_\_\_

Accepted as to Legal Form and Sufficiency:

Heidi Juhl  
Date: 9/13/01

John 9/11/01  
APPROVED AS TO TERMS AND CONDITIONS.



DOROTHY H. WILKEN, CLERK  
Board of County Commissioners  
Dina S. Chon  
DEPUTY CLERK

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2  
day of October, 2001, by Carol A. Roberts,  
as Vice-Chair. SHE is personally  
known to me ~~or has produced~~ as identification.

Gloria Madison  
Notary Public  
Print Name: Gloria Madison  
Commission # CC 880946  
Commission No. Expires Oct. 19, 2003  
My Commission Expires: Bonded Thru Atlantic Bonding Co., Inc.

FLORIDA COMMUNITIES TRUST

[Signature]  
Witness Name:  
[Signature]  
Witness Name:

[Signature]  
Janice Browning  
Executive Director  
Date: 10/19/01

Accepted as to Legal Form and  
Sufficiency:

[Signature]  
Ann J. Wild, Trust Counsel  
Date: 10/15/01

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th  
day of October, 2001, by JANICE BROWNING, as Executive  
Director of the Florida Communities Trust. She is personally known  
to me.



Ann J. Wild  
MY COMMISSION # CC932448 EXPIRES  
August 30, 2004  
BONDED THRU TROY FARM INSURANCE, INC.

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

All of Sections 19 and 20, Township 41 South, Range 41 East, Palm Beach County, Florida, lying south of the Seaboard A.L. Railroad.

AND

The North 269 feet of the South 1235 feet, Less the West Half ( $W \frac{1}{2}$ ) of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 209 feet of the East 1981 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

And

The West 209 feet of the East 458 feet of the South 1504 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the West 438 feet of the North 269 feet of the South 1504 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 239 feet of the South 966 feet of The East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1772 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239 feet of the West 1304 feet of the North 239 of the South 966 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239 feet of the West 1304 feet of the North 239 feet of the South 727 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3974.1 feet of the South 239.3 feet of the North 488.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752 feet of the North 239 feet of the South 966 feet of section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2399 feet of the North 269 feet of the South 1504 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 239 feet of the South 966 feet, LESS the West 2170 feet of the West Half (W  $\frac{1}{2}$ ) of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1961 feet of the North 239 feet of the South 488 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 856 feet of the North 239 feet of the South 727 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065 feet of the North 239 of the South 727 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.



AND

The East 209 feet of the West 856 feet of the North 269 feet of the South 1235 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170 feet of the North 269 feet of the South 1504 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239 feet of the East 1563 feet of the North 269 feet of the South 1504 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 239 Feet of the South 727 feet, LESS the West 2170 feet of the West half (W  $\frac{1}{2}$ ) OF Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647 feet of the North 239 feet of the South 727 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 239 feet of the South 488 feet, LESS the West 2170 feet of the West Half (W  $\frac{1}{2}$ ) of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1772 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1981 feet of the 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the 209 feet of the east 458 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876 feet of the North 269 feet of the South 1504 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249 feet of the East 2648 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249 feet of the East 2648 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647 feet of the north 239 feet of the South 488 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065 feet of the North 239 feet of the South 488 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3524 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3106 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239 feet of The East 4211 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647 feet of the North 239 feet of the South 488 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065 feet of the North 239 feet of the South 488 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3733 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249 feet of the East 2648 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249 feet of the East 2648 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 269 feet of the East 3106 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3106 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2399 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239 feet of the East 3972 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The 239 West feet of the East 1563 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3524 feet of the North 269 feet of the South 1504 feet Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3733 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4420 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3524 feet of the North 239 feet of the South 488 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4420 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 239 feet of the South 488 feet of the East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 269 feet of the South 1235 feet of the East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1543.6 feet of the South 239.3 feet of the North 728.0 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.9 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 239.3 feet of the North 728.0 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 269.6 feet of the North 1236.9 feet , LESS the West 2170.6 of the West One Half (W  $\frac{1}{2}$ ) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 269.9 feet of the North 1506.5 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 296.6 feet of the North 1236.9 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752.6 feet of the South 269.6 feet of the North 1506.5 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 239.3 feet of the North 488.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 239.3 feet of the North 967.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the East 209 feet of the West 1065.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the East 209 feet of the West 2170.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the East 239.2 feet of the West 1543.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.4 feet of the West 1304.4 feet of the South 269.6 feet of the North 1506.5 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1543.6 feet of the South 239.3 feet of the North 967.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239 feet of the East 1324 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3107.8 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3316.8 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3734.8 feet of the South 239.3 feet of the North 488.7 of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 Feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4213.4 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 4213.4 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the West 209 feet of the East 3316.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3316.8 feet of the South 239.3 feet of the North 488.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667.4 feet of the South 239.3 feet of the North 488.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 4213.4 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 269.6 feet of the North 1506.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 856.2 feet of the South 239.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.



AND

The West 239.3 feet of the East 3974.1 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667.4 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 239.3 feet of the North 2224.4 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 239.3 feet of the North 967.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773 feet of the South 239.3 feet of the North 488.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4004.4 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085.4 feet of the South 269.2 feet of the North 1236.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4004.4 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564.0 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 209 feet of the East 1772 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085.4 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 269.6 feet of the North 1236.9 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 967.3 feet of the East 249.4 of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2400.0 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3734.8 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3734.8 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 269.6 feet of the North 1236.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2400.0 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 269.6 feet of the North 1506.5 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564 feet of the South 239.3 feet of the North 728 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 209 feet of the East 876 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the West 209 feet of the East 2400 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the West 209 feet of the East 667.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 269.6 feet of the North 1506.5 feet LESS the West 2170.6 feet of the West One Half ( $W \frac{1}{2}$ ) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 269.6 feet of the North 1236.9 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2400 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 269.6 feet of the North 1236.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 728 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 269.6 of the North 1506.5 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 967.3 feet LESS the West 2170.6 feet of the West Half ( $W \frac{1}{2}$ ) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 269.6 feet of the North 1236.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249 feet of the East 2897 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 239 feet of the East 3972 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 239 feet of the East 4211 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752.6 feet of the South 239.3 feet of the North 967.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of The West 647 feet of the North 269 feet of the South 1504 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 239.3 feet of the North 488.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2171 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.9 feet of the East 2649.4 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 239.3 feet of the North 488.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1961 feet of the North 239 feet of the South 966 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 239 feet of the South 966 feet of the West 229 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 488.7 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 239.3 feet of the North 2224.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the West 209 feet of the East 2191.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085.4 feet of the South 239.3 feet of the North 2224.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 239.3 feet of the North 1985.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 209 feet of the East 1085 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 239.3 feet of the North 3441.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 856.2 feet of the South 239.3 feet of the North 1745.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4004.4 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 239.3 feet of the North 1985.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3107.8 feet of the South 269.6 feet of the North 1236.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667.4 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 1745.8 feet, LESS the West 2170.6 feet of the West Half (W  $\frac{1}{2}$ ) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 329.3 feet of the North 1985.1 feet, LESS the West Half (W1/2) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3795.4 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667.4 feet of the South 239.3 feet of the North 1985.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 239.3 feet of the North 1985.1 Feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3107.8 feet of the South 239.3 feet of the North 2224.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3107.8 feet of the South 249.4 feet of the North 2723.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3347.1 feet of the South 239.3 feet of the North 2962.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1961.6 feet of the South 249.4 feet of the North 2723.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.



AND

The West 239.3 feet of the East 3586.4 feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 249.4 feet of the North 2723.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2400.0 feet of the South 239.3 feet of the North 2962.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3107.8 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 239.3 feet of the North 3441.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 239.3 feet of the North 2224.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4004.4 feet of the South 249.4 feet of the North 2723.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1961.6 feet of the South 239.3 feet of the North 3201.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 of the South 239.3 feet of the North 3441.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 239.3 feet of the North 1745.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the EAST 1773.0 Feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 239.3 feet of the North 2224.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 239.3 feet of the North 3441.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 3441.1 feet, LESS the West 2170.6 feet of the West Half (W  $\frac{1}{2}$ ) of section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 249.9 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1961.6 feet of the South 239.9 feet of the North 3441.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 239.3 feet of the North 3201.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 239.3 feet of the North 2962.5 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3347.1 feet of the South 239.3 feet of the North 3441.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752.6 feet of the South 239.3 feet of the North 3201.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 3441.1 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752.6 feet of the South 239.3 feet of the North 1985.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 856.2 feet of the South 239.3 feet of the North 2224.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 239.3 feet of the North 3201.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 239.3 feet of the North 1745.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 239.3 feet of the North 3441.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 239.3 feet of the North 3441.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239 feet of the East 1324.7 feet of the South 239.3 feet of the North 3441.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065 feet of the South 249 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667.4 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.2 of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 2224.4 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564.0 feet of the South 249.4 feet of the North 2473.8 feet Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667.4 feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 239 feet of the South 727 feet of the East 249 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 2224.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 3201.8 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 239.3 feet of the North 1745.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564.0 feet of the South 239.3 feet of the North 2224.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3586.4 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3586.4 feet of the South 249.4 feet

of the North 2723.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 239.3 feet of the North 1985.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.2 feet of the West 209 feet of the East 4422.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 2962.5 feet of the EAST 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 209 feet of the East 3106 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3586.4 feet of the South 239.3 feet of the North 4458.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 239.3 feet of the North 4937.5 Feet Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 856.2 feet of the South 239.3 feet of the North 4937.5 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the east 3107.8 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 269.6 feet of the North 3980.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1304.4 feet of the South 269.6 feet of the North 3980.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564.0 feet of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4937.5 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249 feet of the West 249 feet of the East 2897 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 239.3 feet of the North 4458.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet, LESS the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 269.6 feet of the North 3980.3 feet of the West 229.2

feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4219.6 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 239.3 feet of the North 4937.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 249.2 feet of the North 2723.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 269.6 feet of the North 3980.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.



AND

The West 209 feet of the East 667.4 feet of the South 239.3 feet of the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2649.4 feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752.6 feet, LESS the north 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3347.1 feet of the South 239.3 feet of the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 856.2 feet of the South 239.3 feet of the North 4219.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 239.3 feet of the North 4219.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 239.3 feet of the North 4458.9 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2400.0 feet of the South 239.3 feet of the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4937.5 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1543.6 feet of the South 239.3 feet of the North 4219.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1543.6 feet, LESS the North 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 239.3 feet of the North 4698.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2400.0 feet of the South 239.3 feet of the North 4698.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3795.4 Feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1304.4 feet of the South 239.3 feet of the North 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 856.2 feet of the South 269.6 feet of the North 3980.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 269.6 feet of the North 3980.3 of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1304.4 feet of the South 239.3 feet of the North 4458.9 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752.6 feet of the South 239.3 feet of the North 4458.9 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4219.6 feet, LESS the West 2170.6 feet of the West Half (W  $\frac{1}{2}$ ) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 239.3 feet of the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 249.4 feet of the North 2723.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 249.4 feet of the North 2723.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3107.8 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 249.4 feet of the North 2723.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet, LESS the North 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 239.3 feet of the North 4698.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 269.6 feet of the North 3980.3 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 239.3 feet of the North 4458.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 5176.8 of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1961.6 feet of the South 269.6 feet of the North 3710.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet of the South 239.3 feet of the North 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 229.2 feet, LESS the North 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 586.2 feet of the South 239.3 feet of the North 4698.2 feet of Section 23, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3347.1 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 239.3 feet of the North 3201.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3586.4 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 239.3 feet of the North 4698.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2191.0 feet of the South 239.3 feet of the North 4937.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667.4 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1324.7 feet of the South 239.3 feet of the North 4458.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3347.1 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085.4 feet of the South 239.3 feet of the North 967.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564.0 feet of the South 239.3 feet of the North 4698.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3586.4 feet of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 239.3 feet of the North 2224.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4458.9 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4698.2 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 5176.8 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982.0 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 239.3 feet of the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 2400 of the South 269.6 feet of the North 3980.3 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1961.6 feet, Less the North 5176.8 feet of Section 41, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet, LESS the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 667 feet of the North 239 feet of the South 488 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.



AND

The West 209 feet of the East 876 feet of the North 239 feet of the South 488 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the East 209 feet of the West 647.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170 feet of the North 239 feet of the South 727 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4698.2 feet, LESS the West 2170.6 feet of the West one half ( $W \frac{1}{2}$ ) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3315 feet of the North 239 feet of the South 488 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1065.2 feet of the South 239.3 feet of the North 1745.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752.6 feet of the South 239.3 feet of the North 2224.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085.4 feet of the South 269.6 feet of the North 3710.7 of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3315 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 3524 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet, LESS the North 5416.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239 feet of the West 1304 feet of the North 239 feet of the South 488 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239 feet of the East 1563 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 1752 feet of the North 239 feet of the South 727 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2649.4 feet of the South 249.4 feet of the North 2723.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 239.3 feet of the North 4219.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West Half ( W  $\frac{1}{2}$  ) of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida, LESS the West 2170.6 feet and LESS the North 5176.8 feet.

AND

The West 209 feet of the East 2399 feet of the North 239 feet of the South 727 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1085.4 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 438.2 feet of the South 239.3 feet of the North 4219.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 876.4 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 269.6 feet of the North 3710.7 feet , LESS the West 2170.6 feet of the West  $\frac{1}{2}$  of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1543.6 feet of the South 269.6 feet of the North 3710.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4698.2 feet, LESS the East 3586.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 1985.1 feet of the east 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 458.4 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564.0 feet of the South 239.3 feet of the North 4937.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 647.2 feet, LESS the North 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet, LESS the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1982 feet of the South 269.6 feet of the North 1236.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 3586.4 feet of the South 239.3 feet of the North 2962.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 1773.0 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

BOOK 13143 PAGE 0371  
Dorothy H. Wilken, Clerk

AND

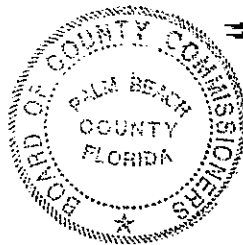
The West 209 feet of the East 3795.4 feet of the South 269.6 feet of the North 3710.7 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 209 feet of the West 2170.6 feet of the South 269.6 feet of the North 3710.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239.2 feet of the West 1304.4 feet of the South 269.6 feet of the North 3710.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.



STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, DOROTHY H. WILKEN, ex-officio Clerk of the  
Board of County Commissioners, certify this to be a  
true and correct copy of the original filed in my office  
on October 2, 2001  
DATED at West Palm Beach, FL on 2/20/02  
DOROTHY H. WILKEN, Clerk  
By: Barbara J. Volkman D.C.

GAA\99-028-P9A  
08/03/01

Please return to: ~~Samuel M. Mann~~  
DAVE GILLINGS  
Environmental Resources Mgmt.  
3323 Belvedere Rd., Bldg. 502  
West Palm Beach, FL 33406



12/03/2001 13:56:53 20010531895  
OR BK 13143 PG 0372  
Palm Beach County, Florida

This instrument prepared by:  
Ann J. Wild  
Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

R2001 1642

OCT 02 2001

FLORIDA COMMUNITIES TRUST  
P9A AWARD# 99-028-P9A  
02-CT-66-55-5A-71-28

**AMENDMENT I  
GRANT AWARD AGREEMENT**

THIS AMENDMENT I to the GRANT AWARD AGREEMENT is entered into this 15<sup>th</sup> day of OCTOBER, 2001, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and PALM BEACH COUNTY ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A.I" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

WHEREAS, FCT and FCT Recipient entered into a Grant Award Agreement dated 10/03/2001, and recorded 12/03/2001, in Official Records Book 13143, page 0323, Public Records of Palm Beach County, Florida, at the time of the reimbursement for acquisition of 320 parcels in the Project Site, as described in Exhibit "A" to the Grant Award Agreement;

WHEREAS, FCT has approved the terms under which 50 additional parcels of the Project Site were acquired by the FCT Recipient and these parcels shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure

of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

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

WHEREAS, General Conditions paragraph 3 of the Grant Award Agreement states that this Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the purpose of this Amendment is to impose the covenants and restrictions of the Grant Award Agreement on 50 additional parcels in the Project Site, in addition to the initial 320 parcels in the Project Site, subsequent to reimbursement of FCT Recipient acquisition costs from FCT Preservation 2000 Bond Proceeds.

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

The Grant Award Agreement dated 10/19/2001, and recorded 12/03/2001, in Official Records Book 13143, page 0323, Public Records of Palm Beach County, Florida, is hereby amended to impose the terms, covenants and restrictions of the Grant Award Agreement on the 50 parcels in the Project Site as described in Exhibit "A.I" attached hereto, in addition to the 320 parcels in the Project Site as described in Exhibit "A" to the Grant Award Agreement.

This Amendment I to the Grant Award Agreement, including Exhibit "A.I.", and the Grant Award Agreement, including Exhibit "A", embody the entire agreement between the parties.

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

Witness:

D. White  
Witness Name:  
Joseph Smith  
Witness Name:

PALM BEACH COUNTY

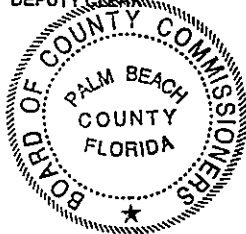
BY: [Signature]  
-its- Barbara H. Newell  
Chairman Carol A. Roberts, Vice Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk

DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

By: [Signature]  
DEPUTY CLERK



R2001 1642 OCT 02 2001

Accepted as to Legal Form and Sufficiency:

[Signature]  
Date: 9/13/01

[Signature] 9/11/01  
APPROVED AS TO TERMS AND CONDITIONS.



[Signature]  
Witness Name:

[Signature]  
Witness Name:

FLORIDA COMMUNITIES TRUST

[Signature]  
Janice Browning  
Executive Director

Date: 10/19/01

Accepted as to Legal Form and  
Sufficiency:

[Signature]  
Ann J. Wild, Trust Counsel

Date: 10/15/01

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
2 day of October, 2001, by Carol A. Roberts,  
as Vice-Chair of BCC. She is  
personally known to me ~~or has produced~~ as  
~~identification.~~

[Signature]  
Notary Public Gloria Madison  
Print Name: Gloria Madison  
Commission # CC 880946  
Expires Oct. 19, 2003  
Commission No. [Stamp] Bonded Thru  
My Commission Expires: Atlantic Bonding Co., Inc.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
19th day of October, 2001, by JANICE BROWNING, as  
Executive Director of the Florida Communities Trust. She is  
personally known to me.

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## Exhibit "A.I"

The West 209 feet of the East 876.4 feet of the South 249.4 feet of the North 2723.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 4698.2 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 4458.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.  
( Also known as Tract No. AJ-282)

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 4698.2 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.  
( Also known as Tract No. AJ-283)

AND

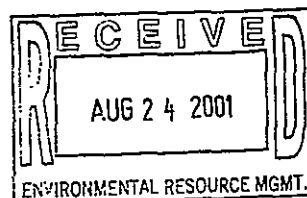
The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 4937.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida  
( Also known as Tract No. AJ-284)

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 5416.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida  
( Also known as Tract No. AJ-286)

AND

The West 249.4 feet of the East 2649.4 feet, Less the North 5416.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida  
( Also known as Tract No. AJ-414)



BOOK 13143 PAGE 0377

AND

The East 209 feet of the West 1752.6 feet of the South 249.4 feet of the North 2473.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239 feet of the West 1543 feet of the North 269 feet of the South 1504 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The East 239 feet of the West 1543 feet of the North 269 feet of the South 1235 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 1981 feet of the North 269 feet of the South 1504 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 249.4 feet of the North 2723.2 feet, Less the West 2170.6 feet of the West 1/2 of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida; Subject to an easement for road and drainage purposes over the East and the North 40 feet thereof.

AND

The East 239.2 feet of the West 1304.4 feet, Less the North 5176.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The North 249.4 feet of the West 209 feet of the East 1982.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida; Subject to an easement for road and drainage purposes over the North 40 feet.

AND

The West 209 feet of the East 1085.4 feet, Less the North 5176.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239 feet of the East 1324 feet of the North 239 feet of the South 966 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 239.3 feet of the East 1564 Feet of the South 239.3 feet of the North 4458.9 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The West 209 feet of the East 4420 feet of the North 239 feet of the South 1743 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida.

AND

The South 239.3 feet of the North 3441.1 feet of the East 249.4 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 458.4 feet of the South 239.3 feet of the North 2962.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 667.4 feet of the South 239.3 feet of the North 2962.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

BOOK 13143 PAGE 0379

AND

The East 209 feet of the West 856.2 feet of the South 269.6 feet of the North 1236.9 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The East 209 feet of the West 856.2 feet of the South 239.3 feet of the North 488.7 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The East 209 feet of the West 1065 feet of the North 269 feet of the South 1235 feet of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 458 feet of the North 239 feet of the South 3197 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 239 feet of the East 1324 feet of the North 269 feet of the South 1235 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The South 249 feet of the West 209 feet of the East 2190 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 3524 feet of the North 239 feet of the South 1982 feet of Section 30, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The North 249.4 feet of the West 209 feet of the East 1773.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 249.4 feet of the East 2649.4 feet of the South 239.3 feet of the North 1985.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The East 239.2 feet of the West 1543.6 feet of the South 249.4 feet of the North 2473.8 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 249.4 feet of the East 2649.4 feet of the South 269.6 feet of the North 1506.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 239.3 feet of the East 1324.7 feet of the South 239.3 feet of the North 2962 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 728.0 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 239.3 feet of the East 1564.0 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 239.3 feet of the East 3347.1 feet of the South 249.4 feet of the North 2473.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 239.3 Feet of the East 1324.7 feet of the South 239.3 feet of the North 4219.6 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The East 209 feet of the West 647.2 feet of the South 239.3 feet of the North 1985.1 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 1985.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The East 239.2 of the West 1304.4 feet of the South 239.3 feet of the North 4219.6 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 239.3 feet of the East 1564.0 feet of the South 239.3 feet of the North 1985.1 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 249.4 feet of the East 2898.8 feet of the South 239.3 feet of the North 2962.5 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The East 239.2 feet of the West 1304.4 feet of the South 239.3 feet of the North 4698.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The South 249.4 feet of the North 2723.3 feet of the West 229.2 feet of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 2400.0 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 2191.0 feet of the South 239.3 feet of the North 1745.8 feet of Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AUG-24-2001 10:44

FL COMMUNITIES TRUST

850 921 1747 P.07

BOOK 13143 PAGE 0382  
Dorothy H. Wilken, Clerk

AND

The West 209 feet of the East 667.4 feet of the South 269.6 feet of the North 3980.3 feet of  
Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida

AND

The West 209 feet of the East 3107.8 feet of the South 239.3 feet of the North 3441.1 feet of  
Section 31, Township 41 South, Range 41 East, Palm Beach County, Florida



STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, DOROTHY H. WILKEN, ex-officio Clerk of the  
Board of County Commissioners certify this to be a  
true and correct copy of the original filed in my office

on October 2, 2001

DATED at West Palm Beach, FL on 4/9/02

DOROTHY H. WILKEN, Clerk

By: Barbara J. Volkhardt D.C.

GAA\99-028-P9A  
AMENDI/8-22-01



## **APPENDIX E**

### **EASEMENTS AND OTHER ENCUMBRANCES FOR HUNGRYLAND SLOUGH NATURAL AREA**

Documents available electronically at:

<https://pbccloudrive.pbcgov.org/invitations?share=2c663a7aefc2494f89a6>



## **APPENDIX F**

### **INTERLOCAL AGREEMENTS FOR HUNGRYLAND SLOUGH NATURAL AREA**

## INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into on this NOV 16 1999 day of NOV 16 1999, 1999, by and between the City of Palm Beach Gardens, a Florida municipal corporation, (the "City"), and Palm Beach County, Florida, a political subdivision of the State of Florida, (the "County").

## WITNESSETH:

**WHEREAS**, on March 12, 1991, the voters of Palm Beach County approved a \$100 million bond referendum for the acquisition of environmentally sensitive lands; and

**WHEREAS**, the Hungryland Slough tract (a portion of the historic Loxahatchee Slough) in the City of Palm Beach Gardens was designated as one of the high-priority sites to be acquired with funds from this bond referendum; and

**WHEREAS**, both the City and the County have deemed that it is in the best interest of the residents and citizens of Palm Beach County and the City of Palm Beach Gardens to acquire the Hungryland Slough tract, in order to preserve the site and its associated biological communities in their natural state for future generations as examples of intact native Florida ecosystems; and

**WHEREAS**, the Board of County Commissioners has submitted a grant application to the Florida Communities Trust (FCT) for state matching funds to acquire the Hungryland Slough tract; and

**WHEREAS**, the County, as the FCT Recipient, has signed a Conceptual Approval Agreement with FCT for the receipt of these funds; and

**WHEREAS**, the City and the County wish to establish management responsibilities for the Hungryland Slough tract; and

**WHEREAS**, the execution of this agreement is in the best interest of both governmental units and the residents and citizens of same; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties to this agreement agree as follows:

## ARTICLE I - IN GENERAL

1. The County and City agree that the County has acquired and will manage, in cooperation with the City, certain real property located within the corporate limits of the City of Palm Beach Gardens, Florida, known as the "Hungryland Slough tract of the Bee Line Corridor Natural Area", which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Hungryland Slough tract").

2. The County and City agree that the County has acquired the Hungryland Slough tract and numerous smaller tracts in Unit 11, and that these properties are now known collectively as the Bee Line Corridor Natural Area (the "Natural Area").

3. The County and City acknowledge that the County is pursuing the acquisition of additional tracts of land south of the Bee Line Highway in order to provide a wildlife corridor which, when completed, will connect the J. W. Corbett Wildlife Management Area and the West Palm Beach Water Catchment Area, and that any of these lands, or portions of these lands, acquired by the County will be added to the Bee Line Corridor Natural Area.

4. The City and County agree that, in the event that additional properties within the corporate limits of the City are purchased or leased by the County for inclusion in the Bee Line Corridor Natural Area, all provisions of this Interlocal Agreement pertaining to the Hungryland Slough tract shall also apply to those properties.

5. The management of the Hungryland Slough tract by the County, with assistance from the City, shall preserve the biological communities on the Hungryland Slough tract in their natural states as examples of high quality wetland and pine flatwood ecosystems in Palm Beach County. It is the intent of the parties that the Hungryland Slough tract shall be managed solely as a nature preserve, to provide certain scientific and educational benefits, and to provide passive recreational opportunities for residents and citizens of the City and the County. The Hungryland Slough tract shall be kept in its natural state, such that present and future generations will be able to experience the natural values currently exhibited on the property, acts of God or other events beyond the control of the City and the County notwithstanding.

6. The parties hereto agree to review their respective zoning ordinances and comprehensive plans and to take steps to designate the Hungryland Slough tract appropriately in the future, given its intended use as a natural area. The future land use designation assigned to the Hungryland Slough tract shall be conservation. If an amendment to the City's or County's comprehensive land use plan or zoning ordinance is required, the amendment shall be proposed at the next available comprehensive plan or zoning amendment cycle. In the event that a comprehensive land use plan or zoning ordinance amendment is required of one party, a copy of the approved amendment shall be submitted to the other party within thirty (30) days of the approval of the amendment by the appropriate governing entity.

7. The Hungryland Slough tract shall be managed only for the conservation, protection and enhancement of natural and historical resources, and for passive, natural resource-based public outdoor recreation that is compatible with the conservation, protection and enhancement of the tract. The parties may make and maintain physical improvements to the property, such as fencing, a parking area and hiking trails, only as appropriate for passive resource-based uses and as provided for in an approved natural area management plan. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Hungryland Slough tract without causing harm to those resources. The County shall include the Hungryland Slough tract in the regional greenway network that extends from the J. W. Corbett Wildlife Management Area to the Loxahatchee Slough Natural Area and the West Palm Beach Water Catchment Area.

8. The Hungryland Slough tract shall be open to the public. The locations of public access points and any restrictions on access will be described in the management plan.

9. The parties shall use their best efforts, through their agents and employees, to prevent the unauthorized use of the Hungryland Slough tract or any use not compatible with the management of the site as a natural area or nature preserve.

10. In the acquisition, management, and maintenance of the subject property, each party shall be liable for its own actions and negligence.

11. The title to the Hungryland Slough tract shall be held by the County.

12. This Interlocal Agreement shall be recorded in the Public Records of Palm Beach County, Florida, in accordance with applicable law.

13. This Interlocal Agreement shall be deemed to be the sole agreement between the parties, and no prior agreements or other writings shall supersede that which is contained in this Interlocal Agreement.

14. For the purposes of this Interlocal Agreement, notices to the other party shall be deemed sufficient when addressed to the following address and deposited in the United States Mail:

- a. City of Palm Beach Gardens  
Office of the City Manager  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410-4698
- b. Palm Beach County  
Department of Environmental Resources Management  
3323 Belvedere Road, Bldg. 502  
West Palm Beach, Florida 33406-1548

## ARTICLE II - JOINT RESPONSIBILITIES

15. The County, in cooperation with the City, shall manage the Hungryland Slough tract for habitat preservation and passive recreation, keeping the property in its natural state except for the maintenance of fences, firebreaks, hiking trails and other management activities appropriate for a nature preserve. Management activities will initially consist of removal of trash and invasive vegetation from the site. Long-term management of this site will require controlling invasive vegetation, monitoring listed plant and animal species and prescribed burning. Subject to annual appropriations by the County's Board of County Commissioners and the City of Palm Beach Gardens, personnel time and expertise for ongoing, site-specific management of this site will be provided by both parties. A detailed division of responsibilities for the management of this site will be provided in the management plan. The parties shall apply for any funds available from the State for management purposes, and will minimize management costs through the involvement of volunteers.

16. The parties shall prepare, separately or jointly, brochures and other educational material describing the natural resources, uses, and joint management of the property. Any material prepared by one party shall be submitted to the other party for its prior review and approval. Approval shall not be unreasonably withheld. The cost of any jointly-prepared materials shall be shared equally by the parties. The costs of any material prepared individually shall be solely that party's responsibility. Both parties shall encourage students, residents and visitors to use the Hungryland Slough tract for educational and passive recreational purposes.

17. The Hungryland Slough tract will be identified as being publicly-owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising.

## ARTICLE III - RESPONSIBILITIES OF THE COUNTY

18. The County agrees to comply with all requirements of FCT for provision to the County of the State's share of fifty percent (50%) of the acquisition costs.

19. The County agrees to erect a sign or monument identifying the Hungryland Slough tract as being open to the public, as having been purchased with funds from the State and the County, and as being managed by the County, with the cooperation of the City.

20. The County agrees to plan and pay for physical improvements to the site that would encourage public use of the site as a nature preserve. These improvements would be subject to approval by FCT and budget approval by the Board of County Commissioners. These facilities may include, but not be limited to, hiking and interpretive trails, an educational display (kiosk) and parking facilities. The County shall use its best effort to plan and construct these facilities, taking into consideration primarily the sensitivity and needs of the biological communities and secondarily the intended research, educational and recreational uses of the property. The County shall be responsible for the upkeep of all trails, kiosks and parking areas (if any) constructed on the property.

21. The County agrees to secure the Hungryland Slough tract with fencing, gates and signage to discourage unauthorized activities, such as the dumping of trash and off-road vehicle usage, while permitting public access to the tract for passive recreational activities, environmental education and scientific research. The County shall be responsible for the upkeep of these fences, gates and signs.

22. The County shall develop a management plan and a controlled burn plan for the Hungryland Slough tract, in consultation with the City. The management plan will be subject to approval by FCT and the Board of County Commissioners.

23. The management plan will contain a mechanism for the City and the County to determine jointly the future of the nature preserve, should any unforeseen events or activities, either natural or man-made, severely limit or eliminate the natural values presently on the property.

24. Management of all natural areas acquired by the County will be coordinated on a county-wide basis to protect ecosystems and populations of listed species throughout the County.

25. The County agrees to identify a County employee as a contact person to interact with the City in planning for and managing the Hungryland Slough tract.

26. The County agrees to identify a County employee as the public contact person to coordinate group usage and research on the Hungryland Slough tract and to answer public inquiries about the site.

#### ARTICLE IV - RESPONSIBILITIES OF THE CITY

27. The City agrees to assume primary responsibility for public safety and law enforcement at the Hungryland Slough tract. This includes routine police patrols of the boundaries, to help prevent vandalism, vehicular trespass, dumping, and damage to property and natural resources.

28. The City agrees to provide weekly garbage pick-up (if trash receptacles are placed on the Hungryland Slough tract) and will assume responsibility for the daily opening and closing of any gates providing public access to the Hungryland Slough tract. This responsibility may be delegated to a local resident or stewardship group if approved by both the County and the City.

29. During volunteer activities, the City agrees to assist the County in the long-term management of the site, including removal of exotic vegetation, trash and debris collected. The City also agrees to assist the County with periodic prescribed burns.

30. The City agrees to review the proposed management plan and to provide comments to the County on that document. The City agrees to expeditiously review any engineering design plans which cover the Hungryland Slough tract and require approval by the City. The City further agrees to waive any municipal fees, assessments, or permits applicable to the Hungryland Slough tract due to the construction, use or maintenance of public facilities.

31. The City agrees that in reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the Natural Area, it shall consider the protection of the biological communities on the Natural Area and the potential for adverse impacts to the species present.

32. The City agrees to identify a City employee as the contact person to interact with the County in planning for and managing the Hungryland Slough tract.

33. The City will encourage students, residents and visitors to use the site for educational and recreational purposes.

(The remainder of this page intentionally left blank)

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

R99 2230D

Dorothy H. Wilken, Clerk

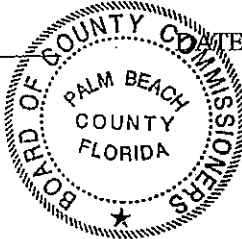
BY: Linda C. Hickman  
Deputy Clerk

BY: Mande Ford Lee  
Chair

DATE: NOV 16 1999

DATE: NOV 16 1999

(SEAL)



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: Marilyn J. Hall  
Assistant County Attorney

DATE: 11/15/99

ATTEST:

CITY OF PALM BEACH GARDENS,  
FLORIDA,  
BY ITS COUNCIL

BY: Cindy Harvey  
Clerk

BY: [Signature]  
Mayor

DATE: 11/4/99

DATE: 11/4/99

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: [Signature]  
City Attorney

DATE: 11/4/99



## EXHIBIT A

PARCEL 1: All of the East 1/2 of Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida, lying South and West of the Seaboard Airline Railroad right-of-way.

PARCEL 2: All of the East 1/2 of Section 32, Township 41 South, Range 41 East, Palm Beach County, Florida, lying Northerly and Westerly of the Central and Southern Florida Flood Control District Canal C-18.

PARCEL 3: All of Section 28, Township 41 South, Range 41 East, Palm Beach County, Florida, lying Northerly and Westerly of Central and Southern Florida Flood Control District Canal C-18, and Southerly and Westerly of the Seaboard Airline Railroad right-of-way.

PARCEL 4: All of Section 33, Township 41 South, Range 41 East, Palm Beach County, Florida, lying Northerly and Westerly of the Central and Southern Florida Flood Control District Canal C-18.

LESS AND EXCEPT the following described property:

A parcel of land in Section 29, Township 41 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said Section 29, run thence N81°39'20"W along the north line of said section a distance of 2316.05 feet to a point in the southerly right-of-way line of the Seaboard Coastline Railroad; thence run S49°47'32"E along said south right-of-way line 541.63 feet to the Point of Beginning; continue thence S49°47'32"E along said south right-of-way line of Seaboard Coastline Railroad distance of 146.00 feet; thence S54°39'24"W, 475.64 feet; thence N35°01'36"W, 585.28 feet; thence S79°31'47"E, 622.63 feet to the Point of Beginning.

### PERMITTED EXCEPTIONS

1. Easement Deed in favor of Central and Southern Florida Flood Control District (now South Florida Water Management District) recorded June 8, 1954 in Deed Book 1056, Page 456, Public Records of Palm Beach County, Florida. (Sections 28, 32 and 33)
2. Easement contained in instrument recorded December 27, 1990, O.R. Book 6682, Page 1574, Public Records of Palm Beach County, Florida. (Sections 28 and 29)
3. Reservation of one-half of oil and mineral rights by Colorado Development Company contained in Deed recorded in Deed Book 943, Page 333 as affected by instruments recorded in O.R. Book 899, Page 214, O.R. Book 1802, Page 266, O.R. Book 3710, Page 1109, O.R. Book 3710, Page 1111, O.R. Book 5302, Page 1896, O.R. Book 5302, Page 1897, O.R. Book 5302, Page 1898, O.R. Book 5926, Page 1774 and O.R. Book 8320, Page 686, Public Records of Palm Beach County, Florida. (Sections 28, 29, 32 and 33).

1,7,1  
and 1,7,3

## INTERLOCAL AGREEMENT

R2001-1645

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of OCT 02 2001, 2001, by and between the Indian Trail Improvement District, an independent special taxing district of the State of Florida, organized and existing pursuant to Chapter 57-646, Laws of Florida, as amended (the "ITID"), and Palm Beach County, Florida, a political subdivision of the State of Florida, (the "County").

## WITNESSETH:

**WHEREAS**, the ITID was created and established via Chapter 57-646, Laws of Florida on May 30, 1957; and

**WHEREAS**, on October 13, 1970, the territorial boundaries of the ITID were expanded to include the area known as Unit 11 by an Order of the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (Civil Action No. 67C); and

**WHEREAS**, in 1995, the Indian Trail Water Resource Task Force (the "Task Force") was convened at the request of the Florida Department of Environmental Protection in an attempt to resolve wetland mitigation issues in western Palm Beach County platted properties known as the Acreage; and

**WHEREAS**, the Task Force consisted of the U.S. Army Corps of Engineers, the Acreage Landowners Association, Palm Beach County, Palm Beach County Public Health Unit, the South Florida Water Management District, Indian Trail Water Control District, and the Florida Department of Environmental Protection; and

**WHEREAS**, the Task Force made recommendations to resolve the issue of wetland mitigation within the Acreage; and

**WHEREAS**, on September 5, 1995, the Palm Beach County Board of County Commissioners (the Board) conceptually approved the Task Force recommendations for wetland development in the Acreage. The Board also approved the purchase of a minimum of 200 acres of undeveloped properties in the northeastern corner of Unit 11 (subsequently identified as Zones 1 through 3); and

**WHEREAS**, on February 20, 1996, the County and the ITID entered into an Interlocal Agreement to implement several recommendations of the Task Force; and

**WHEREAS**, on January 13, 1998, the Board approved the establishment of five additional zones (Zones 4-8), plus an overlapping Zone 9, for the purchase of additional parcels in Unit 11 as mitigation funds became available; and

**WHEREAS**, on April 20, 2001, the County acquired title (via tax deed) to a parcel of land known as the Florida Power & Light Company easement within Section 3 of Township 43 South, Range 41 East, and more specifically described in Exhibit 1 attached hereto and made a part hereof (the "FP & L Land"); and

**WHEREAS**, the County's Property and Real Estate Management Division has determined that there is no foreseeable County use for the FP&L Land and the parcel may be considered surplus; and

**WHEREAS**, the ITID wishes to obtain title to the FP&L Land and utilize said property for road and drainage alignment and recreation and open space for the benefit of ITID property owners; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most



efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties to this Agreement agree as follows:

- 1) The above recitals are true and correct and are incorporated herein.
- 2) The County and the ITID agree that, as of June 22, 2001, the County held title to 1,035.53 acres of land in Unit 11. Exhibit 2, attached hereto and made a part hereof, lists those Unit 11 properties owned by the County as of June 22, 2001.
- 3) The County shall convey to the ITID by County Deed, in the form attached as Exhibit 3, title to the FP&L Land within thirty (30) days of execution of this Interlocal Agreement. The County shall convey the FP&L Land to ITID "AS IS", with no representations, warranties, or guarantees. This conveyance is contingent upon ITID's compliance with ITID's obligations under this Agreement. The County shall pay for recording the County Deed. The County shall request that the original recorded County Deed be forwarded directly to ITID, with a certified copy sent to the County. The County Deed shall contain a provision that title to the FP&L Land will automatically revert to the County upon any default by the ITID under this Agreement.
- 4) The ITID hereby expressly agrees to accept the conveyance of the FP&L Land as payment in full for all past due and current assessments against any Unit 11 property owned by the County, and therefore declares any past due and current assessment obligations of the County satisfied in full. The ITID shall not impose any new assessments on any County-owned property in Unit 11 unless requested by the County or by landowners owning greater than fifty percent of the land in Unit 11. The County shall, within thirty (30) days of execution of this Interlocal Agreement, request in writing that the ITID upon verification of County ownership submit Certificates of Correction (DR - 409A forms) to the County Tax Collector's office to delete any outstanding and current assessments that may have been charged against County-owned real property in Unit 11. The ITID shall undertake this and any additional efforts necessary to obtain the approval of the Department of Revenue for the County Tax Collector to delete the outstanding assessments based on the Certificates of Correction submitted by the ITID. A copy of ITID's request shall be submitted to the County within thirty-five (35) days of execution of this Interlocal Agreement. Further, the ITID shall reimburse the Tax Collector's office for three refunds with a combined total amount of \$235.53 together with applicable interest issued to individual certificate holders as the result of the ITID's submitted corrections.
- 5) As the County acquires a contiguous majority of or all of the lots and property within each of the 8 zones and the overlay zone within Unit 11, the ITID shall vacate any easement, reservation, or encumbrance held by, or that in any way benefits, the ITID and that effects said lots and property. Such vacation by the ITID shall occur within sixty (60) days of ITID's receipt of written notice and delivery of a copy of applicable deeds from the County evidencing that the County has completed acquisition of said lots and property within a Unit 11 zone. Such vacation by the ITID shall be by documentation recorded in the public records of Palm Beach County, Florida that legally and practically removes the easement, reservation, or encumbrance from the title to the County's property.
- 6) All notices, requests, consents or other communications required or permitted under this Interlocal Agreement shall be in writing. For the purposes of this Interlocal Agreement, written notices, requests, consents or other communications to the other party shall be deemed sufficient when addressed to the following address and deposited in the United States Mail:

a. AS TO THE ITID

Mr. John W. Bonde, District Administrator  
Indian Trail Improvement District  
13475 61st Street North  
West Palm Beach, Florida 3412-1915

With copy to :  
 Mr. Charles F. Schoech, Esquire  
 324 Royal Palm Way, Suite 300  
 P.O. Box 2775  
 Palm Beach, Florida 33480

b. AS TO THE COUNTY

Palm Beach County  
 Department of Environmental Resources Management  
 3323 Belvedere Road, Bldg. 502  
 West Palm Beach, Florida 33406-1548

With copy to:  
 County Attorney's Office  
 Palm Beach County  
 301 N. Olive Avenue  
 West Palm Beach, Florida 33401

7) This Interlocal Agreement represents the entire understanding and agreement between the parties with respect to the subject matter.

8) If any part of this Interlocal Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulations, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effort so far as possible.

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

**R2001-1645**

OCT 02 2001

ATTEST:

DOROTHY H. WILKEN, Clerk  
 Board of County Commissioners

PALM BEACH COUNTY, FLORIDA, BY  
 ITS BOARD OF COUNTY COMMISSIONERS

BY: 

Deputy Clerk

OCT 02 2001

DATE: \_\_\_\_\_

(SEAL)

BY: 

Warren H. Newell, Chairman

DATE: \_\_\_\_\_

OCT 02 2001

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY:

BY: 

Assistant County Attorney

DATE: 8/25/01

APPROVED AS TO TERMS  
 AND CONDITIONS:

BY: 

Richard E. Walesky, Director  
 Environmental Resources Mgmt.

DATE: 8/24/01

ATTEST:

BY: 

Secretary

DATE: 9/24/01

INDIAN TRAIL IMPROVEMENT  
 DISTRICT

BY: 

President

DATE: 9/24/01



Exhibit 1

W/C 93 D TX

✓



Apr-28-2001 11:24am 01-152388  
ORB 12473 Pg 1862  
I HAVE NOT YET BEEN RECORDED BY THE CLERK OF THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

Dorothy H. Wilken  
Clerk

Tax Deed

KNOW ALL MEN BY THESE PRESENTS: That whereas, the following Tax Certificate, to wit:

CERTIFICATE NUMBER: 2199'90 DATE OF ISSUANCE: June 1, 1990

was duly filed in the office of the Clerk of the Circuit Court of this County and application made for the issuance of a tax deed based thereon; and the applicant having paid or redeemed all other taxes on the lands hereinafter described required by law to be paid or redeemed, and the cost and expenses of this sale and due notice of sale having been published as required by law, and no person entitled so to do having appeared to redeem said lands; such lands were on the day of April 20, 1994 offered for sale at the courthouse door for cash to the highest bidder and there being no bid were placed upon the list of lands available for sale. The said tax certificate or certificates remained available for purchase by any or all persons for a period of seven years and have not been claimed.

Now, therefore, pursuant to F.S. 197.502(8) seven years having now elapsed, Dorothy H. Wilken, Clerk of the Circuit Court does hereby execute this tax deed vesting title in the Board of County Commissioners, Palm Beach County, whose address is: C/O Property and Real Estate Management, 3323 Belvedere Road, Building 503, West Palm Beach, Florida 33406, for the following described property:

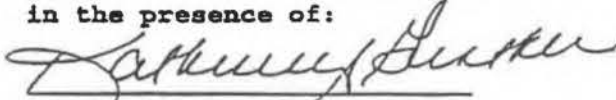
3-43-41, A STRIP OF LAND THRU SEC FROM SE TO NW BEING FP&L CO 185 FT  
EASEMENT

00 41 43 03 00 000 3000

IN TESTIMONY WHEREOF, by virtue of the authority in me vested by law, and for and on behalf of the County of Palm Beach, State of Florida, I, Kathleen M. O'Sullivan, the undersigned, a Deputy Clerk for the Clerk of the Circuit Court for the County and State aforesaid, have executed this deed and have there unto set my official signature and seal, at West Palm Beach in the County of Palm Beach and State of Florida, this 20th day of April, 2001

ORB 12473 Pg 1863  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

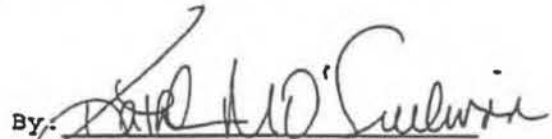
(Page 2 of Tax Deed)

Signed, sealed and delivered  
in the presence of:Dorothy H. Wilken  
Clerk of the Circuit Court

Katherine A. Gunther

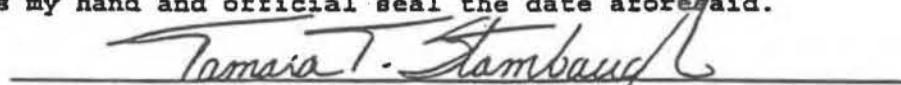


Bobette A. Plautz

By:   
Kathleen M. O'Sullivan,  
Deputy ClerkState of Florida  
County of Palm Beach

On this 20<sup>th</sup> day of April, 2001, before me, Tamara T Stambaugh a Notary Public, personally appeared Kathleen M. O'Sullivan, a Deputy Clerk for the Circuit Court in and for the State and County aforesaid, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged the execution thereof to be her own free act and deed for the use and purposes therein mentioned. She is personally known to me and did not take an oath.

Witness my hand and official seal the date aforesaid.

  
Notary Public State of FloridaTamara T. Stambaugh  
MY COMMISSION # CC765065 EXPIRES  
October 29, 2004  
BONDED THRU FIDELITY INSURANCE, INC.

**UNIT 11 PROPERTIES OWNED  
BY PALM BEACH COUNTY  
AS OF JUNE 22, 2001**

Exhibit 2

ZONE	PCN	SELLER	ACRES	ACQ_DATE
1	00414129000003010	WEBER, ADA J.	2.69	11/7/1997
1	00414129000003020	HOKANSON, CLIFFORD N.	1.57	10/30/1996
1	00414129000003030	GOFORTH, MARY LOU R.	1.59	10/31/1996
1	00414129000003040	HUGHES, MARGARET E.	1.60	10/30/1996
1	00414129000003050	BINGHAM, HASKELL S. AND ROBBIE B.	1.85	10/30/1996
1	00414129000003060	SELBST LAND DEVELOPMENT INC.	1.87	6/2/2000
1	00414129000003070	ROYAL PALM BEACH COLONY, LTD.	1.65	10/2/1996
1	00414129000003080	PITTMAN, PETER G. AND DARILYNN	1.67	12/9/1996
1	00414129000003090	DE GREZIA, AMBROGIO AND MARIA	1.68	3/7/2001
1	00414129000003100	BERANEK, JAMES F.	1.69	4/14/2000
1	00414129000003110	KIPP, LOUIS D. AND PATRICIA A.	1.87	11/11/1996
1	00414129000003120	SCARLATTI, ETTORE AND VERA	1.26	6/6/1997
1	00414129000003130	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414129000003140	REILLY, JAMES L. AND DARLEEN M.	1.15	3/7/2001
1	00414129000003150	DI GIACINTO, DOMINICK M. AND BERTHA M. INDV. AND TRS., E	1.15	12/11/1996
1	00414129000003160	BENNETT, AVIS A.	1.15	11/18/1997
1	00414129000003170	FIRST BANK OF INDIANTOWN CUST. FOR L. H. KAMINESTER	1.31	3/7/2001
1	00414129000003180	RUKIN, DAVID J. AND LUANN HILLEBRAND H/W	1.31	3/7/2001
1	00414129000003190	COLEY, CARL	1.15	11/26/1996
1	00414129000003200	BASNEY, JOHN F. AND MARY JANE	1.15	10/28/1996
1	00414129000003210	MAYRENS, IKE J. AND HEDWIG	1.15	11/5/1996
1	00414129000003220	ZEICHNER, BEN AND CHRISTIANE I.	1.97	11/17/1996
1	00414129000003230	ZEICHNER, BEN AND CHRISTIANE I.	1.95	11/17/1996
1	00414129000003240	ALTIERI, MICHAEL A.	1.15	10/28/1996
1	00414129000003250	LOMAKIN, RICHARD A.	1.15	11/6/1996
1	00414129000003260	SMITH, W. ROY	1.15	11/21/1996
1	00414129000003270	ROYAL PALM BEACH COLONY, LTD.	1.31	10/2/1996
1	00414129000003280	GENSLER, THOMAS H. AND JACQUELINE L.	1.31	10/31/1996
1	00414129000003290	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414129000003300	GERMER, WILLIAM R. AND SYLVIA E.	1.15	12/15/1996
1	00414129000003310	DUKE, KARL	1.15	1/22/2001
1	00414129000003320	BARTOLOTTA, ROSARIA M.	1.15	10/30/1996
1	00414129000003330	BRADDOCK, JAMES DAVID	1.26	2/5/1997
1	00414129000003340	BRADDOCK, H. A., JR. AND BARBARA A.	1.26	8/16/2000
1	00414129000003350	BROOKER, WENDY L.	1.15	6/2/2000
1	00414129000003360	SMITH, W. ROY	1.15	11/21/1996
1	00414129000003370	KONIDARE, VINCENT M.	1.15	6/9/1997



# UNIT 11 PROPERTIES OWNED BY PALM BEACH COUNTY AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
1	00414129000003380	SCRAGGS, JEANNIE J.	1.15	3/7/2001
1	00414129000003390	ROETERING, ERVIN AND HELEN B.	1.31	11/12/1996
1	00414129000003400	ROYAL PALM BEACH COLONY, LTD.	1.31	10/2/1996
1	00414129000003410	LOMAKIN, RICHARD A.	1.15	11/6/1996
1	00414129000003420	LOMAKIN, RICHARD A.	1.15	11/6/1996
1	00414129000003430	RYAN, JOHN P.	1.15	11/13/1996
1	00414129000003440	WATSON, ROBERT D., JR. AND ROSE	1.93	2/28/2000
1	00414129000003450	DURKIN, PATRICK AND LILLIAN	1.91	10/31/1996
1	00414129000003460	KIRKWOOD, ROBERT M. AND LOUISE J.	1.15	11/13/1996
1	00414129000003470	H. & R. LAND DEVELOPMENT INC.	1.15	3/7/2001
1	00414129000003480	H. & R. LAND DEVELOPMENT INC.	1.15	3/7/2001
1	00414129000003490	LADASIC, EDGAR L.	1.31	5/30/1997
1	00414129000003500	MORRIS, JOHN E. TR	1.31	3/7/2001
1	00414129000003510	WRIGHT, EFETUS C. (DECEASED)	1.15	1/22/2001
1	00414129000003520	GUYER, JOHN L. AND PENNELLA	1.15	10/31/1996
1	00414129000003530	SPLETZER, LOUIS A. AND SHIRLEY A.	1.15	6/10/1997
1	00414129000003540	DUNN, STEPHEN H. AND JOAN W.	1.15	11/4/1996
1	00414129000003550	SMITH, PAMELA	1.26	4/30/2001
1	00414129000003560	FRIEDMAN, IRVING, INDIVIDUALLY AND AS TRUSTEE	1.41	12/3/1996
1	00414129000003570	BRADDOCK, H. A., JR. AND BARBARA A.	1.29	8/16/2000
1	00414129000003580	HARRIS, CHARLES L. AND JANET L.	1.29	3/7/2001
1	00414129000003590	LEVY, MALCOLM S.	1.29	12/17/1996
1	00414129000003600	ROYAL PALM BEACH COLONY, LTD.	1.29	10/2/1996
1	00414129000003610	YOST, CARMEN AND LOPERENA, EDEN ALBA	1.48	3/3/1998
1	00414129000003620	DEMELLO, VINCENT R. AND DAPHNE E.	1.48	6/10/1997
1	00414129000003630	DEMELLO, VINCENT R. AND DAPHNE E.	1.29	6/10/1997
1	00414129000003640	USCIER, JEFFERY H.	1.29	11/18/1996
1	00414129000003650	MOYNIHAN, KEVIN L.	1.29	11/12/1996
1	00414129000003660	BARON, RONALD I. INDIVIDUALLY AND AS TRUSTEE	2.12	2/21/1997
1	00414129000003670	SCHNEIDER, ULRICH	2.09	12/13/1996
1	00414129000003680	HINTZEN, RICHARD L. AND EILEEN	1.29	10/31/1996
1	00414129000003690	LEVY, MALCOLM S.	1.29	12/17/1996
1	00414129000003700	D'ANTONI, ALDO S. P. AND ODETTE	1.29	11/4/1996
1	00414129000003710	ROYAL PALM BEACH COLONY, LTD.	1.48	10/2/1996
1	00414129000003720	ROYAL PALM BEACH COLONY, LTD.	1.48	10/2/1996
1	00414129000003730	FLORIAN, ROBERT E.	1.29	2/26/1997
1	00414129000003740	MALFA, FRANK AND GINNY	1.29	3/6/1997

UNRECORDED PROPERTIES OWNED  
BY PALM BEACH COUNTY  
AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
1	00414129000003750	MASSEY, WARREN D., JR. AND LYNDIA H.	1.29	12/27/1996
1	00414129000003760	WASHBURN, WILLIAM D. AND WINIFRED	1.29	6/6/1997
1	00414129000003770	FRIEDMAN, IRVING, INDIVIDUALLY AND AS TRUSTEE	1.41	12/3/1996
1	00414129000003780	BRADDOCK, HENRY A.III	1.26	1/12/1998
1	00414129000003790	NINE, J. A. A/K/A JERALD A. AND J. W. A/K/A JOSEPHINE W.	1.15	11/7/1996
1	00414129000003800	MITCHELL, GERALD R.	1.15	11/14/1996
1	00414129000003810	BURNS, RICHARD F.	1.15	11/14/1997
1	00414129000003820	BURNS, RICHARD F.	1.15	11/14/1997
1	00414129000003830	LEVY, MALCOLM S.	1.31	12/17/1996
1	00414129000003840	LOVINS, HAROLD H.	1.31	11/4/1996
1	00414129000003850	STRAND, ROBERT E. AND EMMAN L.	1.15	11/25/1996
1	00414129000003860	WERNER, GERALD L. AND BERNADINE A.	1.15	11/25/1996
1	00414129000003870	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414129000003880	BAXTER, MICHAEL ST. PATRICK, ESQUIRE, TRUSTEE	1.83	3/7/2001
1	00414129000003890	ANDRESEN, DARRELL L.	1.81	5/27/1997
1	00414129000003900	OVERTON, LARRY D. TR	1.15	3/7/2001
1	00414129000003910	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414129000003920	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414129000003930	BRACKE, THOMAS	1.31	12/9/1996
1	00414129000003940	STIEBECK, CLIFFORD E.	1.31	11/18/1996
1	00414129000003950	ROTZ, HARRY J. AND CECILIA A.	1.15	11/11/1996
1	00414129000003960	MONACO, PATSY J. AND JANET R., AND VAWTER, STEVEN D. A	1.15	11/14/1996
1	00414129000003970	BARTOLOTTA, CHARLES S. AND BARBARA E.	1.15	10/26/1996
1	00414129000003980	MANNING, JOHN O.	1.15	10/28/1997
1	00414129000003990	ARLOTTA, DONALD S.	1.26	10/29/1996
2	00414129000004000	FRIEDMAN, IRVING, INDIVIDUALLY AND AS TRUSTEE	1.26	1/17/1997
2	00414129000004010	WARDENSKI, WALTER AND MARGARET T.	1.15	2/15/1997
2	00414129000004020	SANTORO, JOSEPH J. AND SHEILA R.	1.15	2/25/1997
2	00414129000004030	INVERNIZZI, HUGO, ET. AL..	1.15	6/19/1997
2	00414129000004040	ROYAL PALM BEACH COLONY, LTD.	1.15	1/14/1997
2	00414129000004060	OSBORNE, VINCENT C. AND EDWINA H.	1.31	2/28/2000
2	00414129000004070	SARMIENTO, CHARLES JOHN AND JOHN FRANCIS	1.15	2/17/1997
2	00414129000004080	SARMIENTO, CHARLES JOHN AND JOHN FRANCIS	1.15	2/17/1997
2	00414129000004090	DAVIS, JACK D.	1.15	3/3/1997
2	00414129000007010	ROYAL PALM BEACH COLONY, LTD.	1.83	1/14/1997
2	00414129000007030	LARSON, DONALD S. AND SHARON L.	1.19	2/3/1997
2	00414129000007040	SMITH, DONALD M. AND MARIE	1.19	2/6/1997

# UNIT 11 PROPERTIES OWNED BY PALM BEACH COUNTY AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
2	00414129000007050	SCHOETTLE, MICHAEL	1.37	2/24/1997
2	00414129000007060	ROYAL PALM BEACH COLONY, LTD.	1.37	1/14/1997
2	00414129000007070	ROYAL PALM BEACH COLONY, LTD.	1.19	1/14/1997
2	00414129000007080	ROYAL PALM BEACH COLONY, LTD.	1.19	1/14/1997
2	00414129000007090	BUCKLES, ROBERT E. AND HELEN M.	1.19	3/3/1997
2	00414129000007100	PURKAT, JOHN R. AND MARLENE B.	1.19	2/15/1997
2	00414129000007110	PADOVANI, VICTOR A.	1.31	2/20/1997
2	00414129000007120	LOIACONO, FANNY	1.31	10/3/1997
2	00414129000007150	MAGALIOS, ELIAS	1.19	2/28/1997
2	00414129000007160	SHERMAN, AILEEN	1.19	6/22/2001
2	00414129000007180	BURSTEIN, JOELI	1.37	2/6/1997
2	00414129000007190	STEPANAUSKAS, ANTHONY A. AND ANELA M.	1.19	1/30/1997
2	00414129000007200	SAUERBERG, GRACE H.	1.19	1/29/1997
2	00414129000007210	RILEY-ROWLEY-WEEKS AGENCY, INC	1.19	11/12/1997
2	00414129000007220	DORTCH, DAN H. AND BETTY G.	1.81	1/17/1997
2	00414129000007230	SANTANA, JOSE RAFAEL AND GLADYS	1.71	2/14/1997
2	00414129000007240	BRIGIDA, LINDA DONISI (F/K/A LINDA DONISI)	1.15	4/14/1998
2	00414129000007250	LACEY, WILLIAM J.	1.15	1/17/1997
2	00414129000007260	LACEY, WILLIAM J.	1.15	1/17/1997
2	00414129000007270	DUKE, JONATHAN A AND MARGARITA M.	1.31	2/24/1997
2	00414129000007280	PERRY, STEPHEN C.	2.62	1/16/1997
2	00414129000007290	BARBOUR, JAMES P.	1.15	2/3/1997
2	00414129000007300	GENNUSA, VALENTINA A.	1.15	1/17/1997
2	00414129000007310	BERTUNA, NANETTE CONTAFIO AND CONTAFIO, ANDREW	1.15	1/21/1997
2	00414129000007320	MOHYLA, NICHOLAS AND HELEN C/O FEMIA, ATTY	1.15	9/13/1999
2	00414129000007340	NEITZKE, FREDERICK H. AND CAROL R.	1.26	2/10/1997
2	00414129000007350	MARCHBANKS, DOYLE G.	1.15	2/10/1997
2	00414129000007360	MARCHBANKS, DOYLE G.	1.15	2/10/1997
2	00414129000007370	PETERSON, DAVID A. AND PATRICIA A.	1.15	3/18/1998
2	00414129000007380	JACOBS, ALEX	1.15	2/3/1997
2	00414129000007400	RUSSO, SCOTT A.	1.31	3/3/1997
2	00414129000007410	KOLOSKI, DAVID J. AND JOAN A.	1.15	1/29/1997
2	00414129000007420	BULGARINI, JOSEPH G. AND LOUISE J	1.15	2/10/1997
2	00414129000007440	COLEY, CARL	1.69	1/16/1997
2	00414129000007450	ROYAL PALM BEACH COLONY, LTD.	1.66	1/14/1997
2	00414129000007460	LIN, ARCHIE	1.15	3/22/2001
2	00414129000007470	PHILLIPS, MELBA AND PATRICA L. ELDER	1.15	6/4/1997

UNIT 11 PROPERTIES OWNED  
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ZONE	PCN	SELLER	ACRES	ACQ_DATE
2	00414129000007480	PHILLIPS, MELBA J. AND DAVID B.	1.15	6/4/1997
2	00414129000007490	RUSO, HOLLY E.	1.31	3/3/1997
2	00414129000007500	POLLAK, GEORGE M.	1.31	2/15/1997
2	00414129000007510	KINNEBREW, THELMA L.	1.15	2/18/1997
2	00414129000007520	ROYAL PALM BEACH COLONY, LTD.	1.15	1/14/1997
2	00414129000007530	ROYAL PALM BEACH COLONY, LTD.	1.15	1/14/1997
2	00414129000007540	AUMUELLER, ROBERT W. AND ARLENE H.	1.15	2/19/1997
2	00414129000007550	DENAULT, LEO J.	1.26	2/13/1997
5	00414129000007570	FEMIANO, FRANK V., SR. AND IDA, AND FRANK V. FEMIANO, JR.	1.29	5/10/1999
5	00414129000007580	WILLIAMS, GAIL BARGER AND KATHLEEN BARGER	1.29	8/9/1999
5	00414129000007620	IRVIN, DONALD W. AND CATHERINE M.	1.48	9/18/2000
5	00414129000007650	WAXMAN, DAVID AND LEE, AND CAROLE WAXMAN COHEN	1.29	5/10/1999
5	00414129000007670	BREITKREUZ, EDMUND AND RUTH	1.81	5/10/1999
5	00414129000007710	IRVIN, DONALD W. AND CATHERINE M.	1.48	9/18/2000
5	00414129000007730	BEARS CLUB DEVELOPMENT CO.	1.29	2/12/2001
5	00414129000007740	TARTAMELLA, JOHN S. AND VICTORIA S. AND JOHN FRANCIS	1.29	5/10/1999
5	00414129000007780	DOUMAKIS, SPYROS	1.26	8/30/1999
5	00414129000007810	WHIPPLE, GERTRUDE F.	1.15	8/16/2000
5	00414129000007830	GOLD, HARVEY M.	1.31	5/10/1999
5	00414129000007850	HENDERSON-ALESCIO, CATHIE A. (F/K/A CATHIE A. HUMAN)	1.15	5/10/1999
5	00414129000007860	JENKINS, EMILY S.	1.15	8/23/1999
5	00414129000007880	MARTINEZ, RAUL AND ESTHER	1.59	5/10/1999
5	00414129000007890	LEVY, MALCOLM S.	1.56	5/17/1999
5	00414129000007900	SIMMONDS, HELAINE A.	1.15	2/7/2000
5	00414129000007920	FEINERMAN, MAX	1.15	2/28/2000
5	00414129000007940	GOLD, HARVEY M.	1.31	5/10/1999
5	00414129000007950	SPOFFORD, EDWIN F.	1.15	5/10/1999
5	00414129000007960	SPOFFORD, EDWIN F.	1.15	5/10/1999
5	00414129000007970	LEVY, MALCOLM S.	1.15	5/17/1999
5	00414129000008020	MC NAMARA, DEENA R. (F/K/A DEENA R. LEVY)	1.15	6/7/1999
5	00414129000008040	MC NAMARA, DEENA R. (F/K/A DEENA R. LEVY)	1.15	6/1/1999
5	00414129000008050	WATSON, ROBERT D., JR. AND ROSE	1.31	2/21/2000
5	00414129000008080	PARMENTIER, MAURICE J. AND ANTONETTA, TRS	1.15	5/10/1999
5	00414129000008090	BEREZ, ERNIE	1.15	2/9/2000
5	00414129000008100	MARTIN, GEORGE J., JR. AND PAULENE H.	1.54	5/17/1999
5	00414129000008170	LEVY, MALCOLM S. AND DARLA M.	1.19	10/18/1999
1	00414130000001010	PILON, PATRICIA A. AND LORRAINE HICKOX	2.04	11/11/1996

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ZONE	PCN	SELLER	ACRES	ACQ_DATE
1	00414130000001020	HINES, JAMES C.	1.71	1/9/1998
1	00414130000001030	MUNDY, LEMUEL E. AND ERMINE L.	1.71	3/7/2001
1	00414130000001040	SHIH, CHIEN HUEY TR	1.70	6/10/1997
1	00414130000001050	OTTO, BOYD W.	1.69	10/1/1998
1	00414130000001060	ROYAL PALM BEACH COLONY, LTD.	1.93	10/2/1996
3	00414130000001080	TEPPER, ALLEN AND ELAINE	1.68	9/2/1997
3	00414130000001090	SILVERIA, EDWIN D.	1.67	9/26/1997
3	00414130000001100	BRODRICK, ROBERT M.	1.67	4/2/1999
3	00414130000001110	MASI, PETER AND ELVIRA	2.85	9/8/1997
3	00414130000001120	MALFA, FRANK V.	1.97	11/12/1997
3	00414130000001140	EDWARDS, DONALD R. AND BARBARA K.	1.15	9/16/1997
3	00414130000001150	SPERLING, PETER H.	1.15	9/19/1997
3	00414130000001180	DYER, WINSTON G. AND MARJORIE C.	1.31	9/15/1997
1	00414130000001190	DOROTHY, ISAURA, ET AL	1.31	6/2/2000
1	00414130000001200	FRANKLIN, DONALD D. AND DAVID D. FRANKLIN	1.15	5/8/2000
1	00414130000001210	FIRST BANK OF INDIANTOWN CUST. FOR L. H. KAMINESTER	1.15	3/7/2001
1	00414130000001220	KORB, CHRISTOPHER P. AND SACHACHA R	1.15	2/25/1997
1	00414130000001230	LEVY, MALCOLM S.	1.15	12/17/1996
1	00414130000001240	DI BENEDETTO, SALVATORE	1.37	11/8/1997
1	00414130000001250	SKOTT, ADELE M.	1.37	12/6/1996
1	00414130000001260	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414130000001270	SASS, DAVID L.	1.15	11/27/1996
1	00414130000001280	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414130000001290	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414130000001300	LOPEZ, VINCNETE B. AND ANA	1.31	11/6/1996
3	00414130000001310	GOLDEN, JOHN AND MARGARET I.	1.31	9/19/1997
3	00414130000001330	SAWYER, SANDRA KATHLEEN AND SEIFERT, CAROLYN JOY	1.15	9/17/1997
3	00414130000001350	MEIHSNER, IDA L.	1.15	9/9/1997
3	00414130000001390	PEREZ, CAROL	1.15	9/19/1997
3	00414130000001400	OBERLE, NICCHOLAS AND ELIZABETH	1.15	9/26/1997
3	00414130000001410	WISNIEWSKI, ALBIN A., JR. AND GERALDINE	1.15	9/10/1997
3	00414130000001420	MARTONFALVY, GABOR T. AND MARIA	1.31	10/29/1999
1	00414130000001430	BALL, GREGORY M.	1.31	2/12/1999
1	00414130000001440	DZIEWIATEK, SOPHIE	1.15	3/18/1998
1	00414130000001450	DZIEWIATEK, SOPHIE	1.15	3/18/1998
1	00414130000001460	TORRACA, L. A., JR. AND BERYL J.	1.15	11/19/1996
1	00414130000001470	BOSBACH, JESSIE L.	1.15	10/30/1996



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ZONE	PCN	SELLER	ACRES	ACQ_DATE
1	00414130000001480	ROYAL PALM BEACH COLONY, LTD.	1.37	10/2/1996
1	00414130000001490	KAPTEIN, CORNELIUS AND FITZPATRICK, ELINOR	1.37	11/13/1996
1	00414130000001500	WITEK, ROBERT J.	1.15	11/16/1996
1	00414130000001510	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414130000001520	MARTIN, RAYMOND W. AND ESTELLE N	1.15	11/6/1996
1	00414130000001530	FIRST SECURITY BANK OF NEW MEXICO	1.15	9/2/1998
1	00414130000001540	ROTH, LINDA SCHRASS	1.31	11/11/1996
3	00414130000001560	SECCO, GILDO L.	1.15	9/29/1997
3	00414130000001580	GIVOTOVSKY, SIDNEY L.	1.15	9/3/1997
3	00414130000001610	BARTOLOMEY, KARL	1.54	7/31/2000
3	00414130000001620	HUDSON, ALICE J.	1.29	9/22/1997
3	00414130000001630	STONE, HARVEY AND LILLIAN	1.29	9/27/1997
3	00414130000001640	DIXON, LESLIE AND JOAN	1.29	9/6/1997
3	00414130000001650	WALTERS, JAMES K. AND JOYCE J.	1.29	9/25/1997
1	00414130000001670	ROYAL PALM BEACH COLONY, LTD.	1.48	10/2/1996
1	00414130000001680	PEREZ, MARVIN GROSS	1.29	12/5/1996
1	00414130000001690	MC GLONE, DONALD E AND MARGARET P	1.29	11/4/1996
1	00414130000001700	KELLERMAN, MORRIS	1.29	1/22/2001
1	00414130000001710	TRICK, JACQUELINE AND GARY A.	1.29	11/20/1996
1	00414130000001720	NTETA, CHRIS J. AND GLORY M.	1.54	6/25/1997
1	00414130000001730	NTETA, CHRIS J. AND GLORY M.	1.54	6/25/1997
1	00414130000001740	KING, EDWARD N., JR. AND NORA	1.29	11/7/1996
1	00414130000001750	KELLERMAN, MORRIS	1.29	1/22/2001
1	00414130000001760	HERLINGER, REGINA	1.29	11/26/1996
1	00414130000001770	DE BRUYN, RICHARD AND MARIE	1.29	10/28/1996
1	00414130000001780	ALLEGRETTI, ALFRED	1.48	5/8/2000
3	00414130000001790	BURKE, FRANK A. AND BEATRICE V. AND WAMPLER, JUANITA I	1.48	9/29/1997
3	00414130000001810	SECCO, GILDO L.	2.58	10/1/1997
3	00414130000001860	STAMPLECOSKI, BRONIS AND CAROL	1.15	9/12/1997
3	00414130000001870	GEILICH, RALPH	1.15	3/16/1998
3	00414130000001900	ALLEGRETTI, VICTOR V.	1.31	9/29/1997
1	00414130000001910	CAMPBELL, HELEN M., KENNETH T, AND JEANETTE L.	1.31	12/10/1996
1	00414130000001920	SCOTT, MARVIN E. AND NANCY E.	1.15	12/2/1996
1	00414130000001930	PUGLIESE, LEONARD ANDTERREZZA, ANTHONY L.	1.15	11/8/1996
1	00414130000001940	NGUYEN, KHUYEN K. AND PHAN M.	1.15	12/22/2000
1	00414130000001950	JEFFERSON, SHEILA	1.15	10/31/1996
1	00414130000001960	REID, WALLACE AND MARGARET I.	1.37	12/5/1996

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ZONE	PCN	SELLER	ACRES	ACQ_DATE
1	00414130000001970	LATEINER, ERIC AND MIRIAM	1.37	11/5/1996
1	00414130000001980	BEARS CLUB DEVELOPMENT CO.	1.15	2/12/2001
1	00414130000001990	SCHONEWIS, DALE E.	1.15	12/5/1996
1	00414130000002000	ROYAL PALM BEACH COLONY, LTD.	1.15	10/2/1996
1	00414130000002010	UNDERBRINK, LA VON	1.15	12/3/1996
1	00414130000002020	BARNES, HUGHES AND MARY ANN	1.31	10/29/1996
3	00414130000002070	COVINGTON, AUDREY H.	1.15	9/9/1997
3	00414130000002090	REDDING, MICHAEL G.	1.37	9/18/1997
3	00414130000002100	SANDERS, HELEN (F/K/A HELEN HARTMAN)	1.15	10/1/1997
3	00414130000002120	MALFA, FRANK V.	1.15	3/20/1998
3	00414130000002130	SCRUGGS, ANNA HAZEL	1.15	9/3/1997
3	00414130000002140	SEUBERT, ANTHONY J.	1.31	9/23/1997
2	00414130000002150	PALAZZOLO, JOSEPH	1.31	12/1/1997
2	00414130000002160	CAMERA, ANTHONY T. AND ANNA M.	1.15	1/17/1997
2	00414130000002170	WARSOFF, JOSEPH AND BARBARA E.	1.15	2/17/1997
2	00414130000002180	AREY, PHYLLIS A.	1.15	1/28/1997
2	00414130000002190	ROYAL PALM BEACH COLONY, LTD.	1.15	1/14/1997
2	00414130000002200	GANGONE, FRANK AND CARMELA	1.37	1/27/1997
2	00414130000002210	ROYAL PALM BEACH COLONY, LTD.	1.42	1/14/1997
2	00414130000002230	ASH, EARL	1.19	9/20/1999
2	00414130000002240	TRIPP TITLE, INC	1.19	11/17/1997
2	00414130000002250	JONES, ROBERT AND MYRTLE	1.19	1/27/1997
2	00414130000002260	JONES, ROBERT AND MYRTLE	1.37	1/27/1997
3	00414130000002290	OCEAN, MYRON AND ANNETTE	1.19	9/29/1997
3	00414130000002300	MALFA, FRANK V.	1.19	11/12/1997
3	00414130000002310	ZWOLLE, MARIA M. P.	1.19	9/29/1997
3	00414130000002320	GREENE, ROBERT C.	1.42	11/17/1997
4	00414130000003010	FERRARA, RICHARD R. AND ANN M.	1.96	9/2/1998
4	00414130000003040	AVIDON, MARLENE G. (F/K/A MARLENE G. GOLDBERG)	1.63	10/6/1998
4	00414130000003050	SENA, JOSEPHINE T.	1.62	9/21/1998
4	00414130000003070	LAWRENCE, MURRY AND EVELYN	1.84	6/16/2000
4	00414130000003080	SILVERI, ROBERT J.	1.61	9/30/1998
4	00414130000003090	HOUSHOUR, MARGARET	1.60	8/19/1998
4	00414130000003100	SMITH, DANIEL J.	2.81	10/18/1998
4	00414130000003110	DEVITO, ALEXANDER AND ETHEL	1.95	9/14/1998
4	00414130000003130	CZACHOR, WALTER S.	1.15	9/4/1998
4	00414130000003140	ORR, WILLIAM C. AND PAULINE M.	1.31	8/1/2000

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ZONE	PCN	SELLER	ACRES	ACQ_DATE
4	00414130000003160	ROSENBERG, ABRAHAM AND LOUISE	1.15	10/13/1998
4	00414130000003180	TALIERCIO, JACK AND ANNA H.	1.15	1/19/2000
4	00414130000003190	RIEDMAN, ERIC AND JOAN C. ANELINO RIEDMAN	1.15	8/25/1998
4	00414130000003200	FERRARA, RICHARD R. AND ANN M.	1.37	9/2/1998
4	00414130000003210	MORRISON, RAYMOND J.	1.37	9/9/1998
4	00414130000003220	POSNER, CAROLINE	1.15	11/30/1998
4	00414130000003230	RUSWICK, SCOTT AND CAROLINE	1.15	2/12/1999
4	00414130000003240	NELSON, RAYMOND E.	1.15	7/19/1999
4	00414130000003250	GREENBERG, JOSEPH AND BESSIE M.	1.15	9/9/1998
4	00414130000003260	FETKOWITZ, MARY	1.31	10/14/1998
4	00414130000003300	OWENS, WILLIAM F.	1.90	9/18/1998
4	00414130000003310	MC CAFFREY, EDWIN B. AND GENE E.	1.85	9/15/1998
4	00414130000003320	GAILITIS, ADOLPH R.	1.15	9/27/1998
4	00414130000003330	CAPUTO, JOHN AND CAROLE N.	1.15	9/29/1998
4	00414130000003350	CABANAS, MARK	1.31	8/25/1998
4	00414130000003360	PURR, BARBARA J.	1.15	9/17/1998
4	00414130000003370	FOWLER, FRANKLIN P.	1.15	9/4/1998
4	00414130000003400	NATHAN, DAVID	1.37	10/16/1998
4	00414130000003410	MARZIGLIANO, RALPH AND MARIE	1.37	8/25/1998
4	00414130000003430	CAMERA, ROBERT A.	1.15	8/20/1998
4	00414130000003440	CAMERA, ROBERT A.	1.15	8/20/1998
4	00414130000003470	LINCOLN, DAVID K. AND JAN M.	1.31	11/30/1998
4	00414130000003510	KATZ, LEWIS AND ANNE	1.97	10/26/1998
4	00414130000003520	MALFA, FRANK AND GINNY	1.29	9/28/1998
4	00414130000003530	MONI, RITA V.	1.29	2/9/2000
4	00414130000003540	LUGINSLAND, FRANK J. AND EILEEN	1.48	9/11/1998
4	00414130000003550	SCHNEIDER, ULRICH	6.89	11/30/1998
4	00414130000003600	DI DOMENICO, LEON AND CAROL	1.54	9/7/1998
4	00414130000003610	DI DOMENICO, LEON AND CAROL	1.54	9/7/1998
4	00414130000003670	KROEGER, DOROTHY M.	1.48	8/20/1998
4	00414130000003710	KOSLOV, ALBERT AND JEAN	1.64	9/3/1998
4	00414130000003720	DAVIS, FREDERICK AND REBECCA A.	1.15	9/11/1998
4	00414130000003730	DAVIS, FREDERICK AND REBECCA A.	1.15	9/11/1998
4	00414130000003740	NORBUT, ZENON J. AND MARY L.	1.31	10/28/1998
4	00414130000003780	PADOVANI, VICTOR A.	1.15	9/21/1998
4	00414130000003790	SHARMA, SARLA, TR.	1.15	4/17/2000
4	00414130000003810	LEVY, MALCOLM S.	1.37	6/23/2000



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ZONE	PCN	SELLER	ACRES	ACQ_DATE
4	00414130000003870	YOUNG, HARRY F. AND NORMA J.	1.31	10/1/1998
4	00414130000003890	GREENBERG, JOSEPH AND BESSIE M.	1.15	9/9/1998
4	00414130000003900	LA FORGE, ANTOINE	1.59	11/30/1998
4	00414130000003910	BREMBERG, BARBARA A. AND JOHNSON, JULIETTE L.	2.69	10/2/1998
4	00414130000003920	LEVY, MALCOLM S. AND DEENA R. MC NAMARA	1.15	7/19/1999
4	00414130000003950	ZINNI, LEONARD P.	1.15	10/5/1998
4	00414130000003960	ALEXANDER, HOWARD E.	1.15	6/23/2000
4	00414130000003970	PREAST, DAVID S.	2.30	8/4/2000
4	00414130000004010	BARTLETT, OSWALD	1.19	8/19/1998
4	00414130000004030	FEERICK, MARTIN S.	1.19	9/30/1998
4	00414130000004040	GREENE, DALE W. AND SANDRA L.	1.19	10/2/1998
4	00414130000004050	BARTOLOMEY, KARL A.	1.37	7/31/2000
4	00414130000004060	PACKTOR, MARIAN/THE MARIAN PACKTOR REVOCABLE TRUS	1.37	9/14/1998
4	00414130000004070	MC CLURE, RICHARD J. AND MARIE J.	1.19	9/10/1998
2	00414130000005010	ROYAL PALM BEACH COLONY, LTD.	1.42	1/14/1997
2	00414130000005020	ROYAL PALM BEACH COLONY, LTD.	1.19	1/14/1997
2	00414130000005030	KAMINESTER, VERA E.	1.19	1/17/1997
2	00414130000005040	DESCHENES, RICHARD AND TERRI	1.19	1/17/1997
4	00414130000005070	DURHAM, LEE P., TR	1.37	10/28/1998
4	00414130000005080	FRANCIS, EDWARD JOSEPH AND CHAROLETTE	1.19	2/12/1999
4	00414130000005100	COOGAN, CHARLES E. AND DORIS T.	1.19	9/11/1998
4	00414130000005110	MONACO, SAM	1.19	10/2/1998
4	00414130000005130	FINCH, NEIL L., SR.	1.37	10/28/1998
4	00414130000005140	BOXLER, LAWRENCE G.	1.15	8/30/1999
4	00414130000005150	BOXLER, LAWRENCE G.	1.15	8/30/1999
4	00414130000005160	GIORDANO, MADELINE	1.15	9/18/1998
4	00414130000005170	BENNETT, WAYLAND R. AND ELLEN H.	1.15	2/9/2000
4	00414130000005180	VILLAVERDE, MIQUEL A. AND ERLINA S.	1.31	2/12/1999
2	00414130000005190	HARTANOWICZ, THADDEUS A.	1.31	2/14/1997
2	00414130000005210	MC INTYRE, F. THOMAS	1.15	2/4/1997
2	00414130000005220	MC INTYRE, F. THOMAS	1.15	2/4/1997
2	00414130000005230	SCHAFER, THOMAS W. AND PAUL T.	1.15	2/4/1997
2	00414130000005240	ROYAL PALM BEACH COLONY, LTD.	1.37	1/14/1997
2	00414130000005250	ARNOLD, BRUCE M.	1.37	8/27/1998
2	00414130000005260	GARRISON, GAIL E. AND MARIE D.	1.15	6/1/1997
2	00414130000005270	ROYAL PALM BEACH COLONY, LTD.	1.15	1/14/1997
2	00414130000005280	ZYTKOWICZ, RICHARD AND SHIRLEY	1.15	2/12/1999

# UNIT 11 PROPERTIES OWNED BY PALM BEACH COUNTY AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
2	00414130000005290	PANIK, LEONARD R. AND JOAN E.	1.15	2/24/1997
2	00414130000005300	ROYAL PALM BEACH COLONY, LTD.	1.31	1/14/1997
4	00414130000005320	DELLI, BERTRUN	1.15	9/3/1998
4	00414130000005330	BROWN, CARL J.	1.15	11/28/1998
4	00414130000005340	MOREHEAD, WILLIAM B. AND VIRGINIA L.	1.15	9/11/1998
4	00414130000005350	SALVI, MARIE S. (F/K/A MARIE S. WILDMAN)	1.15	4/2/1999
4	00414130000005360	NELSON, KENNETH C.	1.37	9/22/1998
4	00414130000005370	STEGMAN, JERRY G. AND ARLINE E. FAGGART	1.37	10/1/1998
4	00414130000005380	MARTIN, D. WAYNE FOR THE EST. OF MARTIN, J. DAVID, JR.	1.15	2/19/1999
4	00414130000005390	MARTIN, DONALD W.	1.15	11/30/1998
4	00414130000005400	FRAGISKAKIS, VANYA E.	1.15	8/20/1998
4	00414130000005410	FRAGISKAKIS, IOANNIS	1.15	8/20/1998
2	00414130000005430	ROYAL PALM BEACH COLONY, LTD.	1.31	1/14/1997
2	00414130000005440	TRACY, JAY J. AND KATHY A.	1.15	2/7/1997
2	00414130000005450	ROYAL PALM BEACH COLONY, LTD.	1.15	1/14/1997
2	00414130000005460	POLLAK, LINDA M.	1.15	2/8/1997
2	00414130000005470	POLLAK, GEORGE M.	1.15	2/15/1997
5	00414130000005500	DESCHENES, RICHARD AND TERRI	1.29	5/10/1999
5	00414130000005520	SHELHAMER, BRUCE S. AND JOSEPHINE J.	1.29	5/17/1999
5	00414130000005550	GLAGOLA, ELIZABETH	1.48	5/17/1999
5	00414130000005570	PEREZ GONZALEZ, BRENDA	1.29	9/29/2000
5	00414130000005590	KLEINOW, GLENN ALLEN AND BARBARA ANN	1.29	5/10/1999
5	00414130000005620	STEWART, DALE R. AND ELEANOR	1.29	6/7/1999
5	00414130000005640	MOREHEAD, WILLIAM B. AND VIRGINIA L.	1.29	5/17/1999
5	00414130000005650	MC HUGH, JOHN P. AND ARLENE E.	1.29	5/17/1999
5	00414130000005670	BEARS CLUB DEVELOPMENT CO.	1.48	2/12/2001
5	00414130000005680	MC KANNA, PATSY A. (F/K/A PATSY A. DIETER)	1.29	5/17/1999
5	00414130000005690	MALFA, FRANK V. TR.	1.29	10/25/1999
5	00414130000005700	MARCHESE, JEAN	1.29	5/17/1999
5	00414130000005710	BYRD, ANNIE MARIE (F/K/A ANNIE MARIE ARNETT)	1.29	5/10/1999
5	00414130000005720	MASSOUDA, MARGARITE	1.54	6/28/1999
5	00414130000005730	FIEDOR, JAMES M.	1.37	5/10/1999
5	00414130000005740	ZINNI, MICHAEL	4.60	6/14/1999
5	00414130000005780	PROIES, JOHN, TR.	1.31	1/31/2001
5	00414130000005790	CONSTANTINO, BETTY L.	1.31	2/28/2000
5	00414130000005840	NIEMEYER, BARTON F., JR.	1.37	6/7/1999
5	00414130000005850	NIEMEYER, BARTON F., JR.	1.37	5/28/1999

**UNIT 11 PROPERTIES OWNED  
BY PALM BEACH COUNTY  
AS OF JUNE 22, 2001**

ZONE	PCN	SELLER	ACRES	ACQ_DATE
5	00414130000005860	LEVY, MALCOLM S.	1.15	3/17/2000
5	00414130000005890	FRIONE, EUGENE J. AND VERONICA M.	1.15	5/10/1999
5	00414130000005900	DENTE, FRANCINE	1.31	6/14/1999
5	00414130000005910	DEJANOVIC, DRAGOSLAV AND MILOMIRKA	1.31	7/12/1999
5	00414130000005940	CHADDERTON, PAUL D.	1.15	6/13/1997
5	00414130000005960	MC BRIDE, WILLIAM	1.37	10/18/1999
5	00414130000005970	MASSOUDA, MARGARITE	1.37	6/28/1999
5	00414130000005990	HUTCHINS, RONALD P.	1.15	2/7/2000
5	00414130000006000	HUTCHINS, RONALD P.	1.15	2/7/2000
5	00414130000006080	AFRICO, NICOLA AND MAUREEN E.	1.37	8/16/2000
5	00414130000006110	BEARS CLUB DEVELOPMENT CO.	1.19	2/12/2001
5	00414130000006120	CASSANO, FRANK P. AND SHARON	1.19	5/10/1999
5	00414130000006130	LUMLEY, MARTIN	1.19	7/26/1999
5	00414130000006160	WILLIAMS, T. BRADFORD	1.19	9/13/1999
5	00414130000006170	FORTIER, ROBERTO O. AND SANTA C.	1.19	8/2/1999
5	00414130000006190	PENNINGTON, NORMA L. (F/K/A NORMA F. LOWE)	1.19	5/17/1999
4	00414130000007020	MONTALBANO, ANTHONY AND MARJORIE J.	1.19	10/28/1998
4	00414130000007030	YOUNG, MATTHEW AND DENISE	1.19	6/23/2000
4	00414130000007050	COLEY, JASON M.	1.19	10/28/1998
4	00414130000007080	SALDAMARCO, FRANK L. AND MILDRED	1.19	10/29/1999
4	00414130000007090	MAZZEI, ROSA, EDMUND J. GINA T., ANGELA E., PAUL A.	2.69	9/22/1998
4	00414130000007100	CHIN, SAM AND SO FONG	2.53	9/14/1998
4	00414130000007120	RUDMIK, ENDLA R.	1.31	10/29/1999
4	00414130000007140	KIEDAISCH, WALTER AND MYRNA	1.15	10/28/1998
4	00414130000007160	DUGGAN, JOHN T.	1.15	11/8/1999
4	00414130000007190	DRENTH, HERMAN, JR. AND ANNA	1.37	2/12/1999
4	00414130000007220	BEARS CLUB DEVELOPMENT CO.	1.15	2/12/2001
4	00414130000007230	HERTWECK, GERARD A. AND ROSALBA A.	1.15	2/12/1999
4	00414130000007250	BLAINE, HERTA	1.31	10/28/1998
4	00414130000007270	VEST, DOREN AND WILHELMINA B.	2.48	3/8/2000
4	00414130000007280	MC DONALD, DANIEL G.	2.43	10/1/1998
4	00414130000007290	BEARS CLUB DEVELOPMENT CO.	1.15	2/12/2001
4	00414130000007300	BRYANT, KATHLEEN	1.31	2/12/1999
4	00414130000007310	MAIER, WOLFGANG AND LIESELOTTE	1.31	2/12/1999
4	00414130000007320	STEPMAN, SHIRLEY, TR.	1.15	10/28/1998
5	00414130000007400	KAMINESTER, VERA E.	1.29	6/14/1999
5	00414130000007470	FODOR, KALMAN	1.29	6/28/1999

# UNIT 11 PROPERTIES OWNED BY PALM BEACH COUNTY AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
5	00414130000007500	KAMINESTER, VERA E.	1.29	6/14/1999
5	00414130000007560	FLANDERS, JEANNE MARIE (F/K/A VIRGINIA C. FLANDERS)	1.15	6/7/1999
5	00414130000007580	ENSLEY, JUDY	1.15	6/7/1999
5	00414130000007640	FLETCHER, WILLIAM J.	2.22	9/9/1999
5	00414130000007650	KAMINESTER, VERA E.	1.15	6/14/1999
5	00414130000007660	MALFA, FRANK V.	1.31	6/7/1999
5	00414130000007670	TRAVERS, ROBERT	1.31	6/7/1999
5	00414130000007680	MIGLIACCIO, CELIA J.	1.15	6/7/1999
5	00414130000007690	STAPLETON, WILLIAM L. AND MARIANNE	1.15	2/21/2000
5	00414130000007700	STAPLETON, WILLIAM L. AND MARIANNE	1.15	2/21/2000
5	00414130000007710	SAVOIE, PIERRE L. AND MADELEINE, AND ERIC SAVOIE	1.15	6/7/1999
5	00414130000007720	VONBERG, FRIEDRICH	4.11	8/9/1999
5	00414130000007740	BARNES, W. F. III AND WINIFRED A.	1.15	8/16/2000
5	00414130000007750	LEVY, MALCOLM S.	1.15	2/21/2000
5	00414130000007760	WENDEL, OTTO W. TR	1.15	6/14/1999
5	00414130000007810	ASSENZA, FERDINAND J. AND GRACE L.	2.17	6/1/1999
5	00414130000007890	GONZALEZ, OSVALDO I. AND IRENE	1.19	10/29/1999
5	00414130000007900	MC KAY PROPERTIES	1.42	11/1/1999
6	00414131000001010	CASCELLA, JOHN AND JUDITH	1.43	8/2/1999
6	00414131000001030	HODGES, JULIAN R.	1.20	8/2/1999
6	00414131000001080	BEARS CLUB DEVELOPMENT CO.	1.20	2/12/2001
6	00414131000001090	KOBERSTEIN, GERALD T.	1.20	12/22/2000
6	00414131000001100	BARBOUR, JAMES P.	1.20	9/13/1999
6	00414131000001110	HENRIQUES, E.D. AND RIOSA E.	1.20	8/2/1999
6	00414131000001170	TRASATTI, ARTHUR A. AND GARY A.	1.15	7/19/1999
6	00414131000001220	BOTTS, ELSIE (F/K/A ELSIE MC COMACK)	1.15	7/19/1999
6	00414131000001240	DOUMAKIS, SPYROS	1.37	8/30/1999
6	00414131000001270	LEVY, MALCOLM S. AND DARLA M.	1.15	10/18/1999
6	00414131000001280	LEVY, MALCOLM S. AND DARLA M.	1.15	10/18/1999
6	00414131000001290	PILLOW, ELLEN S. AND PATTI P. LOVE	1.15	3/17/2000
6	00414131000001310	ELDER, PATRICIA L. AND AUDLEY M. III	1.31	8/2/1999
6	00414131000001350	ROBERTS, GEORGE R. AND ISABEL A.	1.15	7/26/1999
6	00414131000001370	CONNORS, LUCILLE R. AND KEVIN, AND PATRICIA CROTTY	1.37	8/23/1999
6	00414131000001380	CHANG, SHENG H. AND MIN MEY	1.15	8/2/1999
6	00414131000001400	GLANCE, STEVEN D. AND HEDDA M.	1.15	8/23/1999
6	00414131000001410	KESKINEN, JOHN E. AND BETTY M.	1.15	8/9/1999
6	00414131000001420	LU, JOHN Y. AND MEIJIN H.	1.31	7/26/1999

**UNIT 11 PROPERTIES OWNED  
BY PALM BEACH COUNTY  
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ZONE	PCN	SELLER	ACRES	ACQ_DATE
6	00414131000001430	FRANK, KONRAD AND INGEBORG	1.31	8/2/1999
6	00414131000001440	BROWNE, FARRIS C.	1.15	12/6/1999
6	00414131000001460	MICELI, M. G. AND J. A.	1.15	7/19/1999
6	00414131000001480	PARKS, GORDAN L. AND JUDY E.	1.37	7/26/1999
6	00414131000001500	FERULLO, ROSE	1.29	8/9/1999
6	00414131000001530	CAPUTO, RICHARD AND SUSAN	1.29	7/26/1999
6	00414131000001550	MURILLO, L. S. AND LUZ L. C. TRON	1.48	3/8/2000
6	00414131000001560	SPECTOR, DAVID	1.29	8/9/1999
6	00414131000001570	SPECTOR, JACK TR.	1.29	4/28/2000
6	00414131000001580	STOCKSTILL, KIAH	1.29	7/26/1999
6	00414131000001610	BEARS CLUB DEVELOPMENT CO.	1.54	2/12/2001
6	00414131000001620	FARYS, EVA	1.29	8/9/1999
6	00414131000001630	BARBRO, VINCENT AND MARGARET	1.29	8/23/1999
6	00414131000001650	LEVY, MALCOLM S.	1.29	7/19/1999
6	00414131000001680	MC GRATH, MARGARET	1.29	7/26/1999
6	00414131000001710	MC CORMACK, WILLIAM	1.29	2/7/2000
6	00414131000001720	D'ONOFRIO, LINDA S.	1.54	8/2/1999
7	00414131000001740	JULIAN, DEE H.	1.15	11/22/1999
7	00414131000001760	BASTARACHE, JOSEPH N. AND JANET P.	1.15	9/13/1999
7	00414131000001790	LORI, VIDA MAE	1.31	3/22/2001
7	00414131000001820	GREEN, GEORGE H.	1.15	5/24/2001
7	00414131000001830	GREEN, GEORGE H.	1.15	5/24/2001
7	00414131000001850	BEARS CLUB DEVELOPMENT CO.	1.37	2/12/2001
7	00414131000001870	BREWER, RUTH AND CATHY HAAS	1.15	9/13/1999
7	00414131000001900	YOCKEY, DONNA R.	1.31	5/9/2001
7	00414131000001930	SPRENKLE, RONNELL M. AND GAYE L.	1.15	9/27/1999
7	00414131000001940	SPRENKLE, RONNELL M. AND GAYE L.	1.15	9/27/1999
7	00414131000001960	MOONS, LEONARD AND MARIA VANDEBUSSCHE (A/K/A MARIA	1.37	4/7/2000
7	00414131000001970	LEVY, MALCOLM S. AND DEENA R. MC NAMARA	1.37	10/18/1999
7	00414131000001980	NOSEWORTHY, RONALD W.	1.15	12/13/1999
7	00414131000002000	MAJESTIC LAND HOLDING, INC.	1.15	10/4/1999
7	00414131000002010	BARNHILL, HARRY T.	1.15	9/13/1999
7	00414131000002030	BOJALIL, MICHEL B. AND NIDIA M.	1.31	10/25/1999
7	00414131000002040	ARNOLD, MORTON N.	1.15	9/13/1999
7	00414131000002050	SHOEMAKER, MARY E.	1.15	10/4/1999
7	00414131000002060	LUNDBERG, FRIEDA	1.15	8/16/2000
7	00414131000002110	LIGON, SAMUEL, TR.	1.20	10/11/1999



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ZONE	PCN	SELLER	ACRES	ACQ_DATE
7	00414131000002130	RESOTKA, PAUL J.	1.20	10/4/1999
7	00414131000002140	LEVY, MALCOLM S. AND DEENA R. MC NAMARA	1.37	10/18/1999
7	00414131000002170	PROVO, ARCHIE A.	1.20	3/17/2000
7	00414131000002180	BARKALOW, HARLENE	1.20	9/27/1999
7	00414131000002190	MOONS, LEONARD AND MARIA VANDEBUSSCHE (A/K/A MARIA	1.20	4/7/2000
7	00414131000002240	FORSBERG, MARY LOU	1.20	7/7/2000
7	00414131000002260	BERNSTEIN, TRACY	1.37	11/22/1999
7	00414131000002320	SHAH, MARIE	1.43	2/28/2000
6	00414131000003020	MULHALL, LEO J. AND VIOLA R.	1.20	8/16/2000
6	00414131000003030	WEIDENBOERNER, SCHOLASTICA H.	1.20	7/12/1999
6	00414131000003080	MALFA, FRANK V. TR.	1.20	10/25/1999
6	00414131000003100	AGOSTINO, ARMANDO AND ANGELA	1.51	7/15/1999
6	00414131000003130	GREEN, NANCY	1.31	5/10/1999
6	00414131000003140	GIVOTOVSKY, SIDNEY L.	1.15	7/12/1999
6	00414131000003160	WEIDENBOERNER, SCHOLASTICA H.	1.15	7/12/1999
6	00414131000003190	SUNSTROM, HELGE AND ULLA	1.37	2/17/2001
6	00414131000003210	GEROVAC, JOSEPH P. AND BARBARA A.	1.15	7/12/1999
6	00414131000003220	SMILEY, HYLAS E.	1.15	7/26/1999
6	00414131000003230	SMILEY, HYLAS E.	1.15	7/26/1999
6	00414131000003250	SERRATORE, CATHERINE T.	1.31	7/12/1999
6	00414131000003260	STOYNOFF, MICHAEL	2.61	7/23/1999
6	00414131000003270	GARVEY, CATHERINE M. TR.	2.38	7/2/1999
6	00414131000003280	FLEISCHMAN, SARAH	1.31	7/19/1999
6	00414131000003290	MEZZINA, JOSEPH A. AND BARBARA A.	1.31	7/19/1999
6	00414131000003330	DIAMOND, MITCHELL AND ELAINE	1.15	7/12/1999
6	00414131000003340	GUILIANO, ANTONIO AND MARIE	1.37	7/12/1999
6	00414131000003360	MODERN PAVING LTD.	1.29	9/20/1999
6	00414131000003420	SMITH, DELORIS M.	2.40	7/24/1999
6	00414131000003440	MARAVOLO, JULIA C.	1.29	7/12/1999
6	00414131000003450	LINDGREN, DAVID A. AND CAROLYN A.	1.29	7/26/1999
6	00414131000003490	VAN CAUTER, ALBERT L. AND DIANE	1.29	8/16/2000
6	00414131000003500	SCHUMACHER, ELFRIEDE C/O K. MATOS, ATTY	1.54	2/21/2000
7	00414131000003510	EDELSTEIN, ALVIN AND MARLENE B. AND GEORGE D. ALLALA	1.37	12/5/2000
7	00414131000003560	VASSALOTTI, RICHARD J. AND CONNIE A.	1.15	7/19/1999
7	00414131000003640	TURI, JOSEPH, JR. AND BARBARA	1.37	4/18/2001
7	00414131000003650	PIELOCH, RICHARD T. AND ROBERT A.	1.37	10/18/1999
7	00414131000003660	TROTH, JOHN S., JR.	1.15	9/27/1999

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ZONE	PCN	SELLER	ACRES	ACQ_DATE
7	00414131000003730	DESIDERIO, LOUIS AND THERESA	1.20	9/20/1999
7	00414131000003740	GOLDSMITH, MELVIN AND RENEE	1.20	9/27/1999
7	00414131000003750	GLUCK, DAVID	1.37	10/25/1999
7	00414131000003760	MELI, PHILLIP AND MARIE	1.37	4/4/2001
7	00414131000003770	HOWELL, LESLIE Y.	1.20	10/4/1999
7	00414131000003800	WEIGAND, PAMELA B.	1.20	9/27/1999
7	00414131000003810	SHELVIN, JOHN J. AND JOAN L. SHELVIN, ET AL	1.37	6/7/2000
7	00414131000003840	MICHI, MARY C.	1.20	10/4/1999
7	00414131000003850	DONATO, GIUSEPPE AND ANTOINETTE	1.82	6/16/2000
7	00414131000003860	GLUCK, DION P.	1.37	10/25/1999
7	00414131000005010	PETRENOS, MARY	1.37	10/25/1999
7	00414131000005020	BEARS CLUB DEVELOPMENT CO.	1.15	2/12/2001
7	00414131000005030	BEARS CLUB DEVELOPMENT CO.	1.15	2/12/2001
7	00414131000005060	BEARS CLUB DEVELOPMENT CO.	1.31	2/12/2001
7	00414131000005110	GLUNT, HARRY A. AND IVALEEN K.	1.15	10/4/1999
7	00414131000005130	GREISMANN, ELI L. AND LEA	1.37	11/8/1999
7	00414131000005150	MULDER, HILDA C/O T. R. PARKER, Q.	1.15	10/4/1999
7	00414131000005160	HERN, CAROL P.	2.30	11/29/1999
7	00414131000005210	GASKILL, DONALD A. AND VERONICA	1.15	10/4/1999
7	00414131000005220	LOPEZ, VINCENTE B. AND ANA	1.15	10/18/1999
7	00414131000005250	BEARS CLUB DEVELOPMENT CO.	1.37	2/12/2001
7	00414131000005300	COLE, STANLEY G.	1.31	10/18/1999
7	00414131000005320	MOHYLA, DONNA ANN C/O FEMIA, ATTY	1.15	10/4/1999
8	00414131000005400	DOOT, LARRY J. AND SANDRA J.	1.29	1/10/2000
8	00414131000005410	FURTADO, MARILYN	1.29	11/15/1999
8	00414131000005430	BRUCOTO, WAYNE W.	1.48	11/22/1999
8	00414131000005440	ROSS, CHARLES F. ESTATE OF C/O ROBERT W. ROSS, EXECU	1.29	2/21/2000
8	00414131000005460	THORSON, GEORGE R.	1.29	11/29/1999
8	00414131000005470	ADAMS, CHARLES B. AND JOANNE L.	1.29	11/8/1999
8	00414131000005500	FESTANT, ANTHONY AND NORMA S. TRS	1.29	11/29/1999
8	00414131000005510	OTERO, ANTONIO AND CAROLINA	1.29	5/30/2001
8	00414131000005540	CRAIG, WILLIAM H.	1.48	11/29/1999
8	00414131000005550	EDWARDS, PHILIP L. AND MIRIAM B.	1.48	11/1/1999
8	00414131000005560	VENERE, SALVATORE J. AND MARY AND MARION BERGAMO	1.29	11/1/1999
8	00414131000005570	HUDLOW, R. DEAN AND SALLY	1.29	11/15/1999
8	00414131000005580	GREGSON, DAVID AND JO ANN	1.29	11/15/1999
8	00414131000005590	KAMINESTER, VERA E.	1.29	1/10/2000

# UNIT 11 PROPERTIES OWNED BY PALM BEACH COUNTY AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
8	00414131000005630	YETTER, GEORGE R.	1.15	11/1/1999
8	00414131000005640	YETTER, GEORGE R.	1.15	11/1/1999
8	00414131000005650	PELLATT, MARC I.	1.15	6/2/2000
8	00414131000005670	ONG, SEK K. AND LIEN	1.31	4/4/2001
8	00414131000005690	LUDWAY, JAMES F. AND JESSICA	1.15	11/29/1999
8	00414131000005710	HOLBERT, BURTON L. AND DARLENE H.	1.15	11/22/1999
8	00414131000005760	MINUTOLI, TONY	1.15	11/1/1999
8	00414131000005780	VERMA, SUSHMA	1.31	11/29/1999
8	00414131000005790	HARRISON, JOHN W. AND BEAUTY	1.31	1/31/2001
8	00414131000005820	NIZNIK, ANDREW AND MARY C.	1.15	11/22/1999
8	00414131000005860	CASE, KENNETH M.	1.15	11/15/1999
8	00414131000005870	CASE, KENNETH M.	1.15	11/15/1999
8	00414131000005880	MC DONALD, EDWARD H. AND LOUISE	1.15	11/29/1999
8	00414131000005900	SILVA PROPERTIES	1.31	12/6/1999
8	00414131000005960	MASSEY, WARREN D., JR. AND LYNDIA H. MASSEY	1.37	8/7/2000
8	00414131000005970	HARGREAVES, JOHN K. AND AUDREY J.	1.37	11/1/1999
8	00414131000006030	LIUZZI, MARCO AND CHRIS	1.31	4/14/2000
8	00414131000006040	SHEELEY, L. W. AND ANNA C.	1.15	11/1/1999
8	00414131000006060	THOMPSEN, G. R., JR. AND KATHLEEN M.	1.15	11/29/1999
8	00414131000006100	MOREHEAD, WILLIAM B. AND VIRGINIA L.	1.15	11/8/1999
8	00414131000006150	SUE, BASIL L. AND PAULETTE LEE	1.31	11/15/1999
8	00414131000006170	KAMINESTER, VERA E.	1.15	1/10/2000
8	00414131000006180	GARGIULO, ANTHONY AND RUTH	1.15	11/8/1999
8	00414131000006200	MIJARES, CARLOS J. AND GRACIELA L.	1.37	12/20/1999
8	00414131000006240	ZWERNER, JOSEPH AND JOYCE	2.02	1/10/2000
8	00414131000006250	DONATO, VINCENT AND CATERINA	2.06	1/22/2001
8	00414131000006280	REMY, GRIFFITH AND SYLVIA	2.18	4/21/2000
8	00414131000006300	SCHENO, L. A. AND JUDITH A., TRS.	2.26	11/1/1999
8	00414131000006330	DE CHMILEVSKY, JAYA C. B.	1.65	8/25/2000
7	00414131000007010	SPEAR, MAURICE V.	1.37	5/9/2001
7	00414131000007030	ZANE, A. EDWARD	1.31	9/27/1999
7	00414131000007040	LINDLAHR, HERBERT AND URSULA	1.31	6/2/2000
7	00414131000007060	HEINZEL, WOLFGANG	11.53	4/21/2000
7	00414131000007080	FREDERICK, EDWARD R. AND MARIE M.	1.15	11/15/1999
7	00414131000007090	DEGENHART, EDITH L.	1.31	10/4/1999
7	00414131000007140	GUARCELLO, DOMINIC	1.15	6/12/2001
7	00414131000007150	RADIGAN, EDMUND P. AND RUTH V.	1.31	10/11/1999



# UNIT 11 PROPERTIES OWNED BY PALM BEACH COUNTY AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
8	00414131000007200	LEVY, MALCOLM S.	1.29	6/23/2000
8	00414131000007210	LODENKAMP, LENORE A., TR	1.48	11/29/1999
8	00414131000007220	ZISA, JOHN AND JANE	1.48	11/29/1999
8	00414131000007230	CIHAK, MARIE	1.29	11/22/1999
8	00414131000007240	SEEBOTH, HENRY C. FAMILY TRUST	1.54	1/10/2000
8	00414131000007250	LARSON, MARJORIE C.	1.54	11/15/1999
8	00414131000007280	FUSSEN, GERD	1.48	12/13/1999
8	00414131000007330	BERUBE, RONALD E.	1.31	11/29/1999
8	00414131000007340	CARCIONE, FRANK W.	1.15	11/1/1999
8	00414131000007350	IRVIN, DONALD W. AND CATHERINE M.	1.37	9/18/2000
8	00414131000007360	DE CHMILEVSKY, JAYA C. B.	5.48	8/25/2000
8	00414131000007390	BAFFORD, JOHN K. AND SUSAN J.	1.31	11/1/1999
8	00414131000007400	MANN, MARVIN F. AND MADELYN	2.32	11/29/1999
8	00414131000007410	MOONS, LEONARD AND MARIA VANDEBUSSCHE (A/K/A MARIA	2.08	4/17/2000
8	00414131000007440	WILSON, WILLIAM C., TR	1.15	5/24/2000
8	00414131000007500	OSBORN, DAVID J.	1.86	3/8/2000
8	00414131000007510	WYMAN FIELDS FOUNDATION, INC.	2.59	5/4/2001
8	00414131000007520	LESLIE, ANDREW W. AND TERESA	1.31	11/8/1999
8	00414131000007540	ROSENQUIST, JOHN T.	1.37	11/22/1999
8	00414131000007560	TUCKER, GRACE E.	1.65	2/21/2000
6	00414132000003010	BRAITMAN, SIMON AND JOSEPHINE	1.31	7/5/1999
6	00414132000003020	JOHNSON, LAMBERT	1.20	6/20/2001
6	00414132000003030	RENNICK, MARTIN D. AND MARKEL A.	1.20	2/7/2000
6	00414132000003050	LOCILENTO, MARTHA M.	1.20	7/5/1999
6	00414132000003070	PLOSKY, DOROTHY	1.37	7/5/1999
6	00414132000003100	MACHEWIRTH, JOSEPH P. AND BARBARA J.	1.20	7/5/1999
6	00414132000003180	HUMPHREYS, JULIE	1.15	8/16/1999
6	00414132000003190	BEARS CLUB DEVELOPMENT CO.	1.15	2/12/2001
6	00414132000003200	FERRUCCI, VALERIE C.	1.15	8/23/1999
6	00414132000003210	HOUGH, DAVID M.	1.15	7/5/1999
6	00414132000003230	KREUDER, MAX	1.26	8/9/1999
6	00414132000003240	BROWN, THOMAS A. AND FLORENCE E.	1.15	7/5/1999
6	00414132000003260	LIN, HOWHAN AND EUNICE PI-CHU	1.15	7/19/1999
6	00414132000003290	ANTOLINI, ENZO AND ELEANOR	1.31	7/5/1999
6	00414132000003340	SMENTKOWSKI, BEVERLY, VALERIE AND DAVID TRS.	1.65	8/9/1999
6	00414132000003370	WARREN, MARY AND JOHN, AND CAROL GIORDANO	1.15	8/9/1999
6	00414132000003380	VERANO, FRANK AND CONCETTA	1.31	7/5/1999

# UNIT 11 PROPERTIES OWNED BY PALM BEACH COUNTY AS OF JUNE 22, 2001

ZONE	PCN	SELLER	ACRES	ACQ_DATE
6	00414132000003400	SUTHERLAND, GLENN A. AND ROSALIE M.	1.15	7/19/1999
6	00414132000003420	LEVINE, STANLEY AND DORIS	1.15	7/5/1999
6	00414132000003460	GROGG, LEONA L.	1.29	7/5/1999
6	00414132000003470	PELZ, STEPHANIE M.	1.29	8/2/1999
6	00414132000003480	BEARS CLUB DEVELOPMENT CO.	1.29	2/12/2001
6	00414132000003490	MOYNIHAN, GERARD W. AND SANDRA M.	1.29	7/26/1999
6	00414132000003550	CZARTORYSKI, J. AND G.	1.92	7/5/1999
6	00414132000003560	MALFA, FRANK V. TR.	1.97	8/2/1999
6	00414132000003570	GRANDELL, LORAIN E.	1.29	7/5/1999
6	00414132000003590	HICKMAN, RITA MAE	1.29	7/5/1999
6	00414132000003610	SILVA, HILTON AND INES	1.48	7/5/1999
6	00414132000003620	SANZARI, ANNE	1.29	8/9/1999
6	00414132000003640	LEVY, MALCOLM S.	1.29	7/19/1999
7	00414132000003680	POLLAK, LINDA M.	1.15	10/4/1999
7	00414132000003690	WAKEFORD, JACK T. E.	1.15	10/18/1999
7	00414132000003700	BLUMER, ROBERT C.	1.15	9/20/1999
7	00414132000003710	LEVY, MALCOLM S.	1.15	2/21/2000
7	00414132000003760	BERRY, SUSAN G. AND D. G. GERSH	1.15	10/18/1999
7	00414132000003770	BUSSA, LEONARD AND EDITH	1.79	9/27/1999
7	00414132000003780	BUSSA, LEONARD AND EDITH	1.84	9/27/1999
7	00414132000003790	DREYER, CHARLES E. AND COLLEEN	1.15	9/20/1999
7	00414132000003810	STERNBERGER, STEPHEN D.	1.15	10/11/1999
7	00414132000003860	SIGNORILE, LEONARD AND ANGELINA	1.15	4/4/2001
7	00414132000003870	KEILMAN, HAROLD A. AND PATRICIA A.	1.15	10/25/1999
7	00414132000003920	STERZINGER, JOHN H. AND DARLENE K.	1.15	10/11/1999
7	00414132000003930	STADEL, HELEN D.	1.15	7/19/1999
7	00414132000003960	MERKLEY, RON G. AND SHARRY F.	1.15	2/21/2000
7	00414132000004030	BATES, WILLIAM N.	1.20	9/11/2000
7	00414132000004040	BEARS CLUB DEVELOPMENT CO.	1.37	2/12/2001
7	00414132000004080	GRAJO, JOSE AND OFELIA	1.20	4/7/2000
7	00414132000004110	JANSEN, HORST	1.31	5/22/2001
7	00414132000004120	TIMM, ALICE	1.20	11/1/1999
7	00414132000004130	JULIAN, DEE H.	1.20	11/16/1999
7	00414132000004150	FOLEY, PAUL M.	1.20	10/4/1999
7	00414132000004190	BANDY, JOSEPH S. AND TERESA	1.20	10/4/1999
7	00414132000004210	BONNIE INVESTMENTS, INC., NOW DISSOLVED/ LON INTOPPA,	2.05	11/20/2000
7	00414132000007060	PAUL, JAMES W. AND PENELOPE J.	1.31	8/16/2000

**UNIT 11 PROPERTIES OWNED  
BY PALM BEACH COUNTY  
AS OF JUNE 22, 2001**

ZONE	PCN	SELLER	ACRES	ACQ_DATE
7	00414132000007100	PRUITT, ELIZABETH R.	1.15	10/11/1999
7	00414132000007140	MILLS, TED R. AND SHIRLEY	1.15	10/4/1999
7	00414132000007150	SIGETHY, L. K. AND L. VAN MARTER	1.15	10/11/1999
7	00414132000007200	PAYES, EARL M.	1.15	10/11/1999
7	00414132000007210	STRICKLAND, MARY K. AND JOHN T, TRS.	1.15	10/11/1999
7	00414132000007220	SPINELLI, CONO A.	1.26	10/18/1999
7	00414132000007230	SPINELLI, JULIANNA A.	1.26	10/11/1999
7	00414132000007240	AUTON, DOROTHY	1.15	9/20/1999
7	00414132000007250	LACEY, WILLIAM J., JR.	1.15	10/4/1999
7	00414132000007310	OWENS, HERMAN AND LETHA M.	1.15	10/11/1999
7	00414132000007320	GARDNER, HENRY L.	1.15	10/11/1999
7	00414132000007330	HAYWOOD, STEPHEN W.	2.10	10/11/1999
8	00414132000007340	WEISSENBERGER, TIMOTHY	2.41	3/17/2000
8	00414132000007350	GRATTA, ALBERT R.	1.29	6/16/2000
8	00414132000007360	SMITH, FREDRICK A. AND ODETTE B.	1.29	11/22/1999
8	00414132000007380	WEISSENBERGER, TIMOTHY	1.48	3/17/2000
8	00414132000007390	LAWRENCE, MURRY AND EVELYN	1.48	6/16/2000
8	00414132000007450	SCHNEIDER, ULRICH	2.68	11/1/1999
8	00414132000007470	DANFORD, JERRY L.	1.29	11/8/1999
8	00414132000007480	LAKE, PAULINE	1.29	11/15/1999
8	00414132000007490	MIELISH, FREDERICK A.	1.29	11/22/1999
8	00414132000007500	COMER, CECIL L. AND WANDA I.	1.48	11/1/1999
8	00414132000007540	CASTELLANO, ANTHONY E. AND ANNA C.	1.29	11/1/1999
8	00414132000007560	RIZZO, VINCENT J. AND PATRICIA S.	2.24	11/15/1999
8	00414132000007570	KHAN, MOHAMMAD I.	1.15	3/6/2000
8	00414132000007600	SENA, JOSEPHINE T.	1.31	11/8/1999
8	00414132000007610	JANOFF, BRUCE	1.31	4/23/2001
8	00414132000007620	LUPO, LOUISE R.	2.30	11/8/1999
8	00414132000007650	PROULX, EUGENE C. AND ALINE	1.15	3/17/2000
8	00414132000007670	VONBERG, INGE	2.52	12/13/1999
8	00414132000007680	BERUBE, RONALD E.	1.15	11/29/1999
8	00414132000007720	NOWACKI, LOUISE	1.31	11/15/1999
8	00414132000007740	NOWACKI, LOUISE	1.15	11/15/1999
8	00414132000007760	MASSCHELEIN, JOANNE	1.15	11/8/1999
8	00414132000007780	COUNTY COLLECTION SERVICES INC.	2.32	2/21/2000
8	00414132000007830	BELL, BRIGITTE M.	1.31	5/10/2001
8	00414132000007840	MARTIN, NEIL J.	1.15	11/22/1999

**UNIT 11 PROPERTIES OWNED  
BY PALM BEACH COUNTY  
AS OF JUNE 22, 2001**

ZONE	PCN	SELLER	ACRES	ACQ_DATE
8	00414132000007850	WITKOWSKI, BEVERLY J.	1.15	11/22/1999
8	00414132000007890	SCHMITZ, KARL-HEINZ AND ANNA	2.52	11/8/1999
8	00414132000007920	BROIDA, CHARLES J. AND JUDITH K.	1.15	11/1/1999
8	00414132000007930	BERTUCCI, WALTER J. AND MARJORIE E.	1.15	11/1/1999
8	00414132000008050	KUHN, WALTER R. AND MILDRED	1.31	11/15/1999
8	00414132000008080	TOWE, ROGER D.	1.15	11/22/1999
8	00414132000008110	VASSALOTTI, RICHARD J. AND CONNIE A.	2.04	11/22/1999
8	00414132000008120	KLEIN, JOSEF AND EDELTRAUD	1.79	11/22/1999
8	00414132000008130	MC KEE, MARIE JANE AND MARIE SAUER	1.72	4/14/2000
8	00414132000008160	CARMAN, ROY AND DEBORAH	1.75	11/30/2000
8	00414132000008170	BREUKER, ESTHER (A/K/A ESTHER NIENHUIS)	1.66	11/15/1999
8	00414132000008180	KRAEMER, THADDEUS C. AND CECILIA J.	1.39	11/8/1999
8	00414132000008190	SMITH, W. ROY	1.32	1/10/2000
8	00414132000008210	KHAN, MOHAMMAD I.	2.49	3/6/2000
	<b>754</b>		<b>1,035.53</b>	

Exhibit 3

PREPARED BY AND RETURN TO:  
KRISTIN T. ROMANO  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
3323 BELVEDERE ROAD, BUILDING 503  
WEST PALM BEACH, FLORIDA 33406-1548

PROPERTY CONTROL NUMBER: 00-41-43-03-00-000-3000

## COUNTY DEED

This Deed is made \_\_\_\_\_, by **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, party of the first part, and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special taxing district of the State of Florida, organized and existing under and by virtue of Chapter 57-646, Laws of Florida, as amended, whose legal mailing address is 13476 61<sup>st</sup> Street North, West Palm Beach, Florida 33412-1915, party of the second part.

### WITNESSETH

That the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the party of the second part, successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

Reserving unto the party of the first part and its successors, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

This deed is made upon the express condition that the Indian Trails Improvement District hereby waives and forgives all past due, current and future assessments against any Unit 11 property owned by Palm Beach County lying in Section 29, 30, 31 and 32, Township 41 South, Range 41 East, Palm Beach County, Florida and that in the event the Indian Trails Improvement District defaults on any provision contained in the Interlocal Agreement attached hereto as Exhibit "B" and made a part hereof, said real property shall automatically revert to the party of the first part, its successors and assigns.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

ATTEST:

DOROTHY H. WILKEN, Clerk

PALM BEACH COUNTY, FLORIDA, a  
political subdivision of the State of Florida.

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Warren H. Newell, Chairman

(OFFICIAL SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

## EXHIBIT "A"

A STRIP OF LAND THROUGH SECTION 3, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, FROM THE SOUTHEAST TO THE NORTHWEST, BEING A 185 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT. THE ABOVE BEING THE REAL PROPERTY DESCRIBED IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 12473, PAGE 1862, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



STATE OF FLORIDA, COUNTY OF PALM BEACH  
DOROTHY H. WILKEN, ex-officio Clerk of the  
Board of County Commissioners certify this to be a  
true and correct copy of the original filed in my office  
OCT 02 2001

DATED at West Palm Beach, FL on 10/16/2001  
DOROTHY H. WILKEN, Clerk  
By Judith Crook D.C.

## **APPENDIX G**

### **GREENWAYS AND TRAILS AGREEMENT FOR HUNGRYLAND SLOUGH NATURAL AREA**



**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA GREENWAYS AND TRAILS PROGRAM**

**DESIGNATION AGREEMENT**  
**Hungryland Slough Natural Area**

This Designation Agreement, entered into on this 15<sup>th</sup> day of August, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, OFFICE OF GREENWAYS AND TRAILS (hereinafter referred to as "Department") and PALM BEACH COUNTY (hereinafter referred to collectively as "Landowner" or "Manager"), by and through the undersigned, formally designates the lands depicted in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "designated lands") as part of the Florida Greenways and Trails System, as defined in Section 260.014, Florida Statutes.

WITNESSETH:

WHEREAS, the Department is given authority in Section 260.016, Florida Statutes, to develop and implement a voluntary process for designation of lands or waterways as a part of the statewide system of greenways and trails.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties do hereby agree to the following:

1. The Manager:

- a. Shall be responsible for the management, operation and maintenance of the designated lands, in accordance with Exhibit B attached hereto and by this reference made a part hereof.
- b. Shall be responsible for notifying the Department of any change in the following: property ownership or management; the condition or extent of natural, recreational, cultural or historic resources described in the designation application or its attachments; or the expansion or improvement of the project or its amenities and facilities.

- c. Shall submit a Resource Certification, a copy of which is attached hereto as Exhibit C and incorporated herein by reference, at the request of the Department, every five years from the date of this Designation Agreement, which states that the natural, recreational, cultural or historical resources identified on the designated lands are being maintained.
- d. Shall erect a permanent sign(s), when available, on public lands depicted in Exhibit A reflecting designation into the Florida Greenways and Trails System in accordance with guidelines provided by the Department.

2. The Department:

- a. Shall provide signs, when available, indicating the property is designated as part of the Florida Greenways and Trails System.
- b. Agrees that this Designation Agreement shall have no effect upon the disposition of improvements made to the public lands by the Landowner, the Department, or others, whether existing at the time of designation or to be constructed or erected later, unless otherwise agreed herein.

3. The Landowner and Department:

- a. Agree that sufficient information exists and/or field verification has occurred to assure that the characteristics of the public lands meet the criteria contained in Rule 62S-1.400, Florida Administrative Code.
- b. Agree that this Designation Agreement will be subordinate to the interests stated in any existing leases, subleases, management plans, licenses, easements or other agreements or encumbrances previously executed and currently in effect for any portion of the designated lands.

4. Term, Modification and Termination of this Designation Agreement:

- a. The term of this Designation Agreement shall be 20 years.
- b. This Designation Agreement may be modified to encompass additional adjacent public lands owned by the Landowner. Any such modification to this Designation Agreement shall not be valid unless it complies with the requirements set forth in paragraph 5. below.

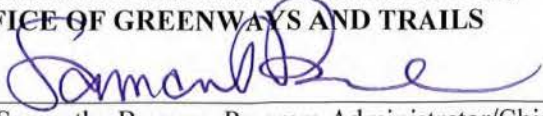
- c. The Department may withdraw from this Designation Agreement at any time or remove the said designated lands from the Florida Greenways and Trails System by action of the Secretary of the State of Florida Department of Environmental Protection if:
  - (1) the component fails to accomplish or becomes unsuitable for the purposes for which it was designated; or
  - (2) there is no longer an ability to manage the designated lands as intended in this Designation Agreement and no replacement manager can be identified.
- d. In the event that the ownership of the designated lands changes, this Designation Agreement will be null and void.
- e. The Landowner has the statutory right to remove the public lands from designation at any time by providing the Department with a written request that references this Designation Agreement.

5. This Designation Agreement represents the entire agreement of the parties. Any alterations, variations, changes, or modifications of this Designation Agreement shall only be valid when they have been reduced to writing, duly signed by each party hereto and attached to this Designation Agreement.

This Designation Agreement is executed by a duly authorized representative of each party on the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
DIVISION OF RECREATION AND PARKS,  
OFFICE OF GREENWAYS AND TRAILS

By: \_\_\_\_\_

  
Samantha Browne, Program Administrator/Chief

“DEPARTMENT”

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_

  
DEP Attorney

**COUNTY:**

**PALM BEACH COUNTY**, a political subdivision of the State of Florida  
By its Board of County Commissioners

By: Deborah Drum  
Deborah Drum, Director, Environmental Resources Management

Date: 8/15/2018

"LANDOWNER & MANAGER"

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: Anne Helgert  
Assistant County Attorney

Date: 8/15/18

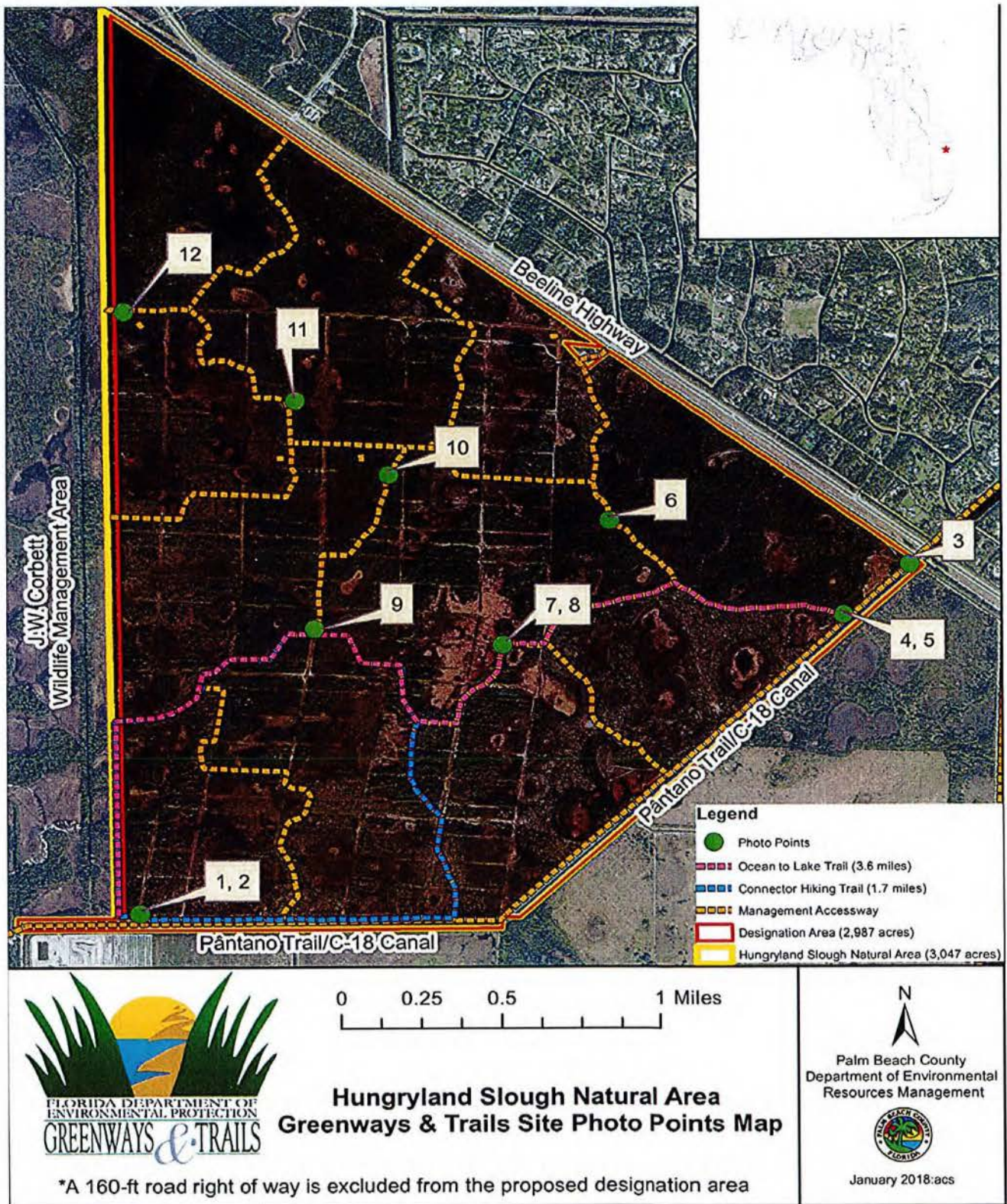
APPROVED AS TO TERMS  
AND CONDITIONS:

By: Deborah Drum  
Deborah Drum, Director, Environmental  
Resources Management

Date: 8/15/2018



# EXHIBIT A



## EXHIBIT B

### Use Plan

The 3,047 -acre Hungryland Slough Natural Area (natural area) opened to the public in 2015. A 2,987-acre portion of the natural area ("Designation Area", Exhibit A) is the subject of this designation agreement. A 160-foot-wide strip of land along the western boundary of the natural area is reserved for a proposed road right of way and is not part of this designation agreement. Existing public use facilities on the Designation Area include a small, unpaved parking lot; two informational kiosks; a 3.6-mile, natural-surfaced portion of the Ocean to Lake Hiking Trail; and a 1.7-mile natural-surfaced, connector hiking trail (Exhibit A). The Designation Area also includes a 3.4-mile portion of the Pantano Trail, a multiuse (pedestrian, equestrian and bicycle) portion of the Ocean to Lake Trail. Proposed public use facilities include an accessible nature trail, wildlife observation platform and larger, paved parking lot. The primary purpose of the Designation Area is to preserve important remnants of Florida's native vegetation communities, their associated plant and wildlife populations, and local groundwater resources. Its secondary purpose is to provide for passive, resource-based recreation, environmental education and scientific research. The Designation Area is open 7 days a week from sunrise to sunset.

**Access/Directions:** Public vehicular and multiuse trail access to the southwestern portion of the Designation Area is provided via an unpaved access road and the Pantano Trail (Exhibit A). Public multiuse trail access also is provided via the Pantano Trail/Ocean to Lake Trail, which enters the northeastern portion of the Designation Area via the pedestrian access points located just west of an unpaved parking lot in the southwestern portion of the site and just west of the Pantano Trail in the northeastern portion of the site. Bicycle racks are located at both pedestrian access points to encourage the use of alternative transportation to the site.

**Management:** Palm Beach County (County) owns the 2,987-acre Designation Area. The County's Department of Environmental Resources Management is responsible for managing and maintaining the Designation Area, with assistance from County-hired invasive/nonnative vegetation removal contractors.

Signage with the natural area name, access hours and natural areas rules have been and will be installed adjacent to each parking lot and other public access points. Trail maps and general information about the site are provided in kiosks located near each of the public access points. Regulatory signs are located along the site's boundaries at intervals of no greater than 500 feet.

**Security:** The County Sheriff's Office (PBSO) has the primary responsibility for public safety and law enforcement at the natural Designation Area. The County also has contracted with the PBSO to have Wildlands Task Force deputies conduct extra patrols of the natural area when needed. The Wildlands Task Force is a specially-trained and specially-equipped unit that was formed to prevent illegal activities, such as dumping, on natural areas managed by the County and to enforce the provisions of the County's Natural Areas Ordinance.



## EXHIBIT C



### **PUBLIC LANDS OR WATERWAYS DESIGNATION RESOURCE CERTIFICATION**

By signing this document, the Manager does hereby certify that the natural, recreational, cultural or historic resources identified on the public lands or waterways designated as part of the Florida Greenways and Trails System in Designation Agreement Number OGT-DA0098, are being maintained in a manner consistent with the terms of the agreement.

**PALM BEACH COUNTY**

By: \_\_\_\_\_

\_\_\_\_\_

Print/Type Name



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA GREENWAYS AND TRAILS PROGRAM**

**DESIGNATION AGREEMENT**

This Designation Agreement, entered into on this 14 day of December, 2006, by and between the Florida Department of Environmental Protection (hereinafter referred to as "Department"), the Florida Fish and Wildlife Conservation Commission (hereinafter referred to as "Manager"), the Florida Department of Environmental Protection, Division of Recreation and Parks (hereinafter referred to as "Manager"), the Palm Beach County Board of County Commissioners (hereinafter referred to as "Landowner" and "Manager"), the South Florida Water Management District (hereinafter referred to as "Landowner" and "Manager"), and the Florida Department of Environmental Protection, Division of State Lands, on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as "Landowner"), by and through the undersigned, formally designates the public lands in Exhibit A (herein after referred to as "designated lands"), as part of the Florida Greenways and Trails System. Exhibit A is incorporated by reference herein.

WITNESSETH:

WHEREAS, the Department is given authority in Section 260.016, Florida Statutes, to develop and implement a voluntary process for designation of lands or waterways as a part of the statewide system of greenways and trails.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Department, Landowner and Manager do hereby agree to the following.

1. Each Manager:

- a. shall be responsible for the management, operation and maintenance of the portion of the corridor that passes through the lands which it owns and/or manages, in accordance with the *Ocean to Lake Trail Corridor Use Plan* (Exhibit B). Exhibit B is incorporated by reference herein;
- b. shall be responsible for notifying the Department of any change in the following: ownership (if known) or management of the designated lands; the condition or extent of natural, recreational, cultural or historic resources described in the Designation application or its attachments; or the expansion or improvement of the project or its amenities and facilities;
- c. shall submit a biannual Resource Certification (Exhibit C), which states that the natural, recreational, cultural or historical resources identified on the designated lands are being maintained. Exhibit C is incorporated by reference herein.

2. The Department:

- a. shall provide signs indicating the property is designated as part of the Florida Greenways and Trails System;
- b. shall provide technical and financial assistance, if available, or identify other sources of funding available for management and restoration needs;
- c. shall send advance notice of when the biannual Resource Certifications are due;
- d. agrees that this Designation Agreement shall have no effect upon the disposition of improvements made to the public lands by the Landowner, the Manager, the Department, or others, whether existing at the time of designation or to be constructed or erected later, unless otherwise agreed herein.

3. The Landowner, Manager, and Department agree to the following:

- a. that sufficient information exists and/or field verification has occurred to assure that the characteristics of the public lands meet the criteria contained in s. 62S-1.400(1), F.A.C.;
- b. that the Designation Agreement will be subordinate to the interests stated in any existing leases, subleases, management plans, licenses, easements or other agreements or encumbrances previously executed and currently in effect for any portion of the public lands proposed for designation.

4. Term, Modification and Termination of this Designation Agreement:

- a. The term of the designation shall be 20 years.
- b. The Designation Agreement can be modified to encompass additional adjacent public lands owned by the Landowner. Any modifications to the Designation Agreement shall be made by an amendment, signed by all parties, and attached to this Designation Agreement.
- c. The Department may withdraw from this Designation Agreement at any time or remove the said designated lands from the Florida Greenways and Trails System by action of the Secretary if:
  - (1) the component fails to accomplish or becomes unsuitable for the purposes for which it was designated;
  - (2) there is no longer an ability to manage the designated lands as intended in this Designation Agreement and no replacement manager can be identified.
- d. If the designated lands are transferred to a party that is not a signatory to this Designation Agreement, this Designation Agreement will be null and void. This Designation Agreement and the associated exhibits to the Designation Agreement, as appropriate, shall be amended upon a transfer of the designated lands.
- e. The Landowner has the statutory right to remove the public lands from designation at any time by providing the Department with a written request that references the Designation Agreement.



5. This Designation Agreement represents the entire agreement of the parties. Any alterations, variations, changes, or modifications of this Designation Agreement shall only be valid when they have been reduced to writing, duly signed by each party hereto and attached to the original of this Designation Agreement.

6. This Designation Agreement is executed by a duly authorized representative of each party and is effective as of the last date it is signed.

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Evelyn J. Crosby

Witness

Evelyn T. Crosby

Print/Type Witness Name

Katherine H. Goletz

Witness

Katherine H. Goletz

Print/Type Witness Name

By: Eva Armstrong

Signature

Eva Armstrong

Print/Type Name

Title: Director, Division State Lands

"DEPARTMENT"

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION, DIVISION OF STATE  
LANDS, ON BEHALF OF THE BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA

Evelyn J. Crosby

Witness

Evelyn T. Crosby

Print/Type Witness Name

Katherine H. Goletz

Witness

Katherine H. Goletz

Print/Type Witness Name

By: Eva Armstrong

Signature

Eva Armstrong

Print/Type Name

Title: Director, Division State Lands

"LANDOWNER"

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION, DIVISION OF RECREATION AND PARKS

Marcy Wilson  
Witness

MARCY WILSON  
Print/Type Witness Name

Jerina Hughes  
Witness  
Jerina Hughes  
Print/Type Witness Name

By: [Signature]  
Signature  
ALBERT G. GREGORY  
Print/Type Name

Title: CHIEF, POOL PLANNING  
  
"MANAGER"

STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION  
COMMISSION

Brenda Collins  
Witness  
BREND A COLLINS  
Print/Type Witness Name

Sabrina Menendez  
Witness  
SABRINA MENENDEZ  
Print/Type Witness Name

By: [Signature]  
Signature  
Victor J. Heller  
Print/Type Name

Title: Assist. Exce. Director  
  
"MANAGER"

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
[Signature]  
Commission Attorney

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Linda Greer  
Witness  
Linda Greer  
Print/Type Witness Name

Bijsaya Kattel  
Witness  
BIJAYA KATTEL  
Print/Type Witness Name

By: [Signature]  
Signature  
FRANK HAYDEN  
Print/Type Name

Title: Director Procurement  
  
"LANDOWNER" and "MANAGER"

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Sharon R. Baskin, Clerk & Comptroller

By:

Tony Masilotti, Chairman

By:

Judith Lashley  
Deputy Clerk

"LANDOWNER" and "MANAGER"

Approved as to form and legal sufficiency:

By:

Manon Fox  
Assistant County Attorney

R2006-0241

FEB 07 2006

Approved as to terms and conditions:

By:

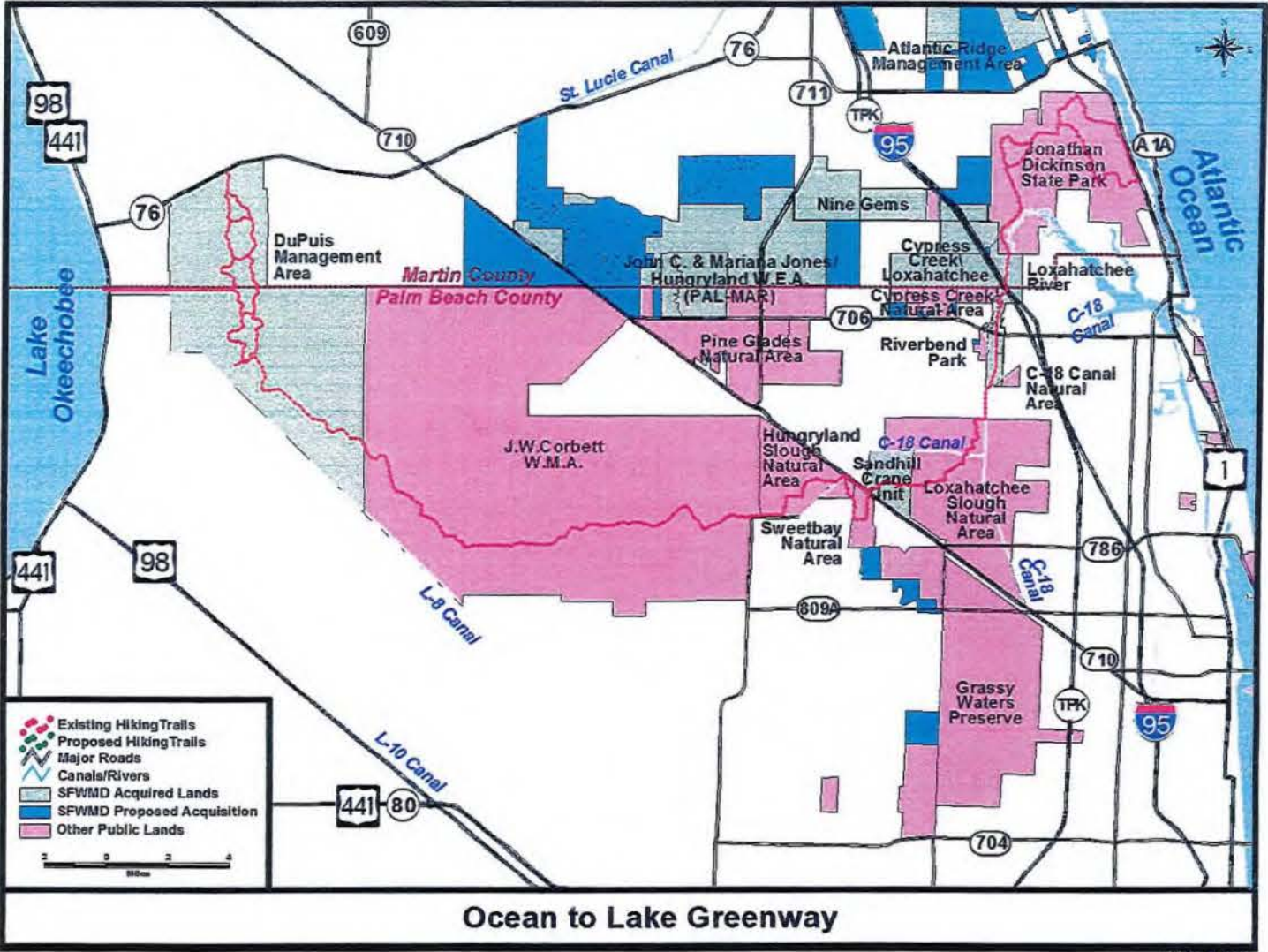
Richard E. Walesky, Director  
Palm Beach County Dept. of  
Environmental Resources

By:

Dennis L. Eshleman, Director  
Palm Beach County Dept. of  
Parks and Recreation



EXHIBIT A



## Exhibit B

### **Ocean to Lake Trail Corridor Designation Use Plan**

More than 150,000 acres of pine forest, cypress swamp, ancient scrub, remnant Everglades, and Florida's first Wild and Scenic River are in public ownership between the Atlantic Ocean and Lake Okeechobee. With a series of proposed linkages, a corridor spanning more than 72 miles is envisioned. Four government agencies - the Florida Fish and Wildlife Conservation Commission (FWC), the Florida Department of Environmental Protection, Division of Recreation and Parks (FDEP), Palm Beach County (County), and the South Florida Water Management District (SFWMD) - have formed a creative alliance to work toward achieving the collective goal of completing a corridor that crosses six different natural areas. The Ocean to Lake Corridor runs from the Hobe Sound public beach to the Lake Okeechobee Scenic Trail.

Hiking, bicycling and horseback riding will be allowed within the Ocean to Lake Corridor. These uses, however, will have separate treadways. The Ocean to Lake hiking trail is nearly complete, while the other trails are not developed into one continuous trail. However, horseback riding and bicycling are allowed on a number of the lands within the corridor, and other uses, such as canoeing, boating and kayaking, are allowed on the Loxahatchee River. Bicycling from the Hobe Sound beach to the mainland is a popular activity. Primitive campsites will be included along the corridor's hiking trail.

In addition to the main trail there are numerous opportunities to tie in spur or loop hiking trails, as well as canoe and bicycle trails, that will provide access to the City of West Palm Beach's Grassy Waters Preserve, the County's Pine Glades Natural Area, and FWC's John C. and Mariana Jones/Hungryland Wildlife and Environmental Area, which combined total an additional 38,000 acres.

Vehicle parking, trailheads, and camping presently exist at the east and west ends of the trail - Jonathan Dickinson State Park and the DuPuis Management Area, as well as at the J. W. Corbett Wildlife Management Area (Corbett WMA). Public facilities are being constructed at Riverbend County Park, a parking lot and a trailhead have been constructed at the Sweetbay Natural Area, and additional public facilities are planned along S.R. 710 (the Bee Line Highway) at the Loxahatchee Slough Natural Area and the Hungryland Slough Natural Area.

### **Types and Intensity of Use**

Among the public uses on each land are:

- Hobe Sound National Wildlife Refuge (on the east side of U.S. 1): nature trail, nature study
- Jonathan Dickinson State Park: horseback riding, hiking, bicycling, canoeing, boating, kayaking, camping
- Riverbend Park (Palm Beach County): hiking, bicycling, canoeing, kayaking, horseback riding, camping, picnicking
- County Natural Areas: passive uses such as hiking, nature study, camping by permit only, no picnicking, some horseback riding
- Corbett WMA: hiking, horseback riding, bicycling, hunting, camping, motorized vehicle use
- DuPuis Management Area: hiking, bicycling, horseback riding, hunting, fishing, camping

### **Public Safety**

- Hobe Sound Martin County Beach Park, leg through Jupiter Island and leg to wildlife refuge: Martin County Sheriff's Department and Jupiter Island Police (Jupiter Island leg only)
- Hobe Sound National Wildlife Refuge: Federal law enforcement officer, the U. S. Fish and Wildlife Service
- Jonathan Dickinson State Park: DEP Park Patrol
- County: Sheriff's Office, including the Wildlands Task Force
- Corbett WMA: FWC - Law Enforcement Patrol
- DuPuis Management Area: FWC - Law Enforcement Patrol
- Where the trail runs through municipalities or cities, local police departments are responsible

### **Existing and Potential Access Points to Corridor—see attached map**

- Hobe Sound Martin County Beach Park
- Hobe Sound National Wildlife Refuge (USFWS)
- Jonathan Dickinson State Park (FDEP)
- Riverbend Park (County)
- Loxahatchee Slough Natural Area (County)
- Sweetbay Natural Area (County)
- Biotechnology Research Park Natural Area (County; not yet established)
- Corbett WMA (FWC)
- DuPuis Management Area (SFWMD)
- Lake Okeechobee Scenic Trail (various)



## **Ocean to Lake Corridor Public Land Components**

### **Jonathan Dickinson State Park**

J. D. State Park covers 11,600 acres in Martin County and includes much of the Loxahatchee River – Florida's first federally designated Wild and Scenic River. The Florida Trail, which also is the Ocean to Lake Trail, runs for 10 miles through the park. A bridge is being designed to be constructed across the Loxahatchee River near Florida's Turnpike to allow hikers on the trail to access the southern portion of the park and connect to Riverbend County Park. An early pioneer family built Lainhart Dam in the late 1920s to help irrigate citrus. It now serves to maintain stream flow and to keep the river floodplain from drying out during periods of drought.

### **Riverbend County Park**

Riverbend Park is managed by the County's Parks and Recreation Department and covers nearly 700 acres. The Battle of the Loxahatchee occurred on this site in 1838 during the Second Seminole War. A hydrologic restoration project to reconnect the Eastern Slough, a historic tributary to the Loxahatchee River, also features a canoe trail that will extend through the many cypress heads in the park. As part of an extensive system of hiking/biking trails, the Ocean to Lake Trail enters the park via the Eastern Slough underpass on Indiantown Road, runs along the eastern and southern edges of the park, and exits at the southwest corner onto the C-18 Canal right-of-way.

### **Loxahatchee Slough Natural Area and Sandhill Crane Unit**

The County owns 11,000 acres of cypress swamp and cabbage palm hammock that is bisected by both legs of the C-18 Canal. SFWMD owns the adjacent 1,400-acre Sandhill Crane Unit, which is scheduled to be transferred to County ownership in 2006. Efforts are underway to restore the hydrology in the Slough that has been dramatically altered by agricultural activities and two major canals. A bridge is being designed to be constructed to cross the western leg of the C-18 Canal to allow hikers on the Ocean to Lake Trail to travel through the Slough and the Sandhill Crane Unit to the Bee Line Highway. The trail along this route has been completed, except for the bridge. Much of the County-owned land is very wet and may only be open seasonally.

### **Sweetbay Natural Area**

The County-owned Sweetbay Natural Area is located on the south side of the Bee Line Highway, just east of the Hungryland Slough Natural Area. It includes two preserve areas: a 137-acre area on the east side of the North County General Aviation Airport and a 788-acre area on the west side. A pedestrian bridge is being designed to be constructed across the southwest leg of the C-18 Canal so that hikers on the Ocean to Lake Trail can cross from the western part of the Sweetbay Natural Area into the Hungryland Slough Natural Area.

### **Hungryland Slough Natural Area**

The Hungryland Slough is a 2,900-acre County-owned site that is undergoing hydrologic restoration. It consists of a mixture of pine flatwoods, cypress heads, and numerous depression marshes. Off-road vehicle damage and exotic vegetation are serious management concerns. An east-west hiking trail has been constructed across the property as part of the Ocean to Lake Trail.

### **Biotechnology Research Park Natural Area (proposed)**

A trailhead is proposed to be constructed in the northwest corner of Mecca Farms, a property south of the Hungryland Slough Natural Area, which was purchased by the County for a mixed-use development that would include the Scripps Research Institute. The trailhead would provide access to new hiking and equestrian trails on the property and connections to Corbett and the Hungryland Slough Natural Area. Because the final location of the research institute has not yet been determined, the property may be used for other purposes. However, a proposed flowway on the west side of the property that would assist in the restoration of the Loxahatchee Wild and Scenic River and the proposed trailhead could still be constructed on the County-owned land. The flowway is anticipated to be designed to allow canoe and kayak access as well as hiking and equestrian trail connections to residential areas located to the south of the site.

### **J.W. Corbett Wildlife Management Area**

The Corbett WMA covers 60,000 acres in Palm Beach County and is owned and managed by FWC. Corbett contains a diverse mixture of natural communities, including pine flatwoods, cypress swamps, hydric hammocks, and extensive marsh systems. The Ocean to Lake Trail follows an existing 7-mile long segment of the Florida Trail that extends across the property and connects to the segment of the Florida Trail on the DuPuis Management Area.

### **DuPuis Management Area**

The DuPuis Management Area is owned and managed by the SFWMD and covers nearly 22,000 acres in Martin and Palm Beach counties. The natural features on DuPuis are similar to those on Corbett, with extensive areas of pine flatwoods, cypress swamps, hammocks, and marshes. DuPuis has a hiking trail system that spans 22 miles and continues another 7 miles to connect with the trail running across Corbett. A segment of the Florida Trail is part of this system.

### **Lake Okeechobee/DuPuis Connector**

The County is acquiring a 6-acre parcel of land adjacent to Lake Okeechobee that would serve as a trailhead for hikers and equestrians to connect to DuPuis by way of County-owned road rights-of-way between DuPuis and Lake Okeechobee.



## **APPENDIX H**

### **FIRE MANAGEMENT PLAN FOR HUNGRYLAND SLOUGH NATURAL AREA**

## APPENDIX H

### FIRE MANAGEMENT PLAN FOR HUNGRYLAND SLOUGH NATURAL AREA

This plan contains generalized procedures that apply to all burns conducted on Hungryland Slough Natural Area (natural area) (also see Section 4.5.1 of the natural area management plan). Prescribed burn units (burn units) are typically equivalent to the site's management units (see Figure 5 of the natural area management plan). A prescribed burn plan shall be prepared for each burn unit during the burn planning process.

#### 1. GOALS

The primary goal of the prescribed burn program is to reintroduce fire to the depression marsh, dome swamp, mesic flatwoods, strand swamp, and wet flatwoods natural communities at a frequency and intensity that will maintain these communities in various stages of maturity within the natural area. Ideally, the prescribed fire will be allowed to burn in a "patchy" fashion to mimic natural fire patterns. The resulting patchwork of burned and unburned areas within a burn unit will produce a mosaic of vegetation, thereby maximizing diversity within and among communities. This will provide habitat for species which typically use, or may even be restricted to, communities in a particular state of maturity. Additional goals related to the reintroduction of fire include: 1) improving habitat for plant and animal species, including listed species that depend upon fire-maintained communities; 2) helping to control invasive/non-native vegetation; and 3) reducing fuel loads to prevent catastrophic wildfires. Unit-specific goals will be established as part of each burn prescription including a desired percent consumption of ground cover and understory, and acceptable percent crown scorch and consumption.

#### 2. GENERAL PROCEDURES

The Incident Command System is used on all prescribed burns. This system uses a pre-established chain-of-command to ensure that all communications and activities related to the prescribed burn are conducted in an organized manner. Since the Incident Command System is used by Palm Beach County Fire-Rescue and the Florida Department of Agriculture and Consumer Services' Florida Forest Service (FFS), staff from these agencies can easily assist during a prescribed burn if additional personnel are needed.

##### 2.1 Personnel

The Palm Beach County Department of Environmental Resources Management (ERM) will provide the personnel necessary to conduct prescribed burns. Additional personnel may be requested from Palm Beach County Fire-Rescue, Palm Beach County Parks and Recreation Department, FFS, South Florida Water Management District, the Florida Park Service, the Florida Fish and Wildlife Conservation Commission, and trained volunteers.

Each burn team will be headed by an Incident Commander (IC) who will supervise the prescribed burn. The IC will receive authorization from FFS for any prescribed burn, oversee the burn, and make final decisions and adjustments during the burn. The IC, who may be assisted by staff, will prepare the prescribed burn plan, conduct pre-burn coordination with other agencies and homeowners' groups, make crew assignments and coordinate communications.

## 2.2 Equipment

ERM will provide the equipment necessary to conduct prescribed burns. All burn crew shall wear Nomex fire-resistant outer clothing, leather lace-up boots with non-slip soles, fire-resistant gloves, a plastic firefighter's helmet and eye protection, and shall carry an emergency fire shelter and personal drinking water. All crew members have been issued radios for communication during burns. A first-aid kit shall be kept in each truck.

ERM also will supply 4-wheel-drive pickup trucks (equipped with water tanks, pumps, and hoses), all-terrain vehicles, round-point shovels, fire rakes, fire flaps and drip torches for crew use during the prescribed fire. Other fire-suppression equipment such as tractor-mounted plow units, pumper trucks and fire engines may be supplied by assisting agencies.

## 2.3 Pre-burn Activities:

- Prepare specific burn prescription plan for each burn unit
- Complete pre-burn notifications
- Establish perimeter firebreaks
- Inspect burn unit to identify potentially hazardous areas or species protection needs
- Assemble and inspect necessary equipment
- Make burn crew assignments
- Prepare maps and materials for pre-burn briefing
- Notify local agencies, officials, adjacent residents and businesses
- Arrange for law enforcement and backup assistance, if necessary
- Monitor weather forecasts as the proposed burn day approaches

## 2.4 Burn Day Activities:

- Obtain burn authorization from FFS
- Mobilize burn crew and equipment
- Notify adjacent residents and others who have requested prior notification of the burn
- Post burn notices on site and on adjacent highways and other roads, as needed
- Obtain weather forecast for burn unit and other information necessary to determine that burn parameters will comply with prescription
- Coordinate with Palm Beach County Sheriff's Office to have deputies notify visitors to the natural area of the need to leave the site because of the pending burn
- Conduct pre-burn safety and ignition plan briefing for burn team

- Monitor weather forecasts and record on-site weather data
- Conduct test fire; conduct main burn if test fire is successful
- Mop-up and extinguish hot spots

## 2.5 Post-burn Activities:

- Monitor burn for rekindling of fire
- Remove burn notice signs
- Conduct post-burn review and briefing
- Evaluate burn for success in meeting environmental objectives; conduct post-burn monitoring at regular intervals
- Evaluate burn plan and burn crew for areas of improvement

## 3. FIRE MANAGEMENT PRESCRIPTION PREPARATION

A burn prescription will be developed for each burn unit prior to conducting a prescribed burn within that unit. The burn prescription is a carefully prepared legal document that provides strategies for reintroducing fire to the natural area in the safest manner possible. Preparation of the fire prescription involves the consideration of several factors, including, but not limited to:

- Size, location and boundaries of the burn unit
- Topography and soils of the burn unit
- Habitat type, density and crown height
- Fuel load
- Proximity of smoke-sensitive areas and any precautions taken to avoid impacts to adjacent communities, businesses and public infrastructure
- Weather-related conditions, including Dispersion Index, Drought Index, temperature, wind speed and relative humidity
- Fire behavior, including fire methods, desired behavior and outcome
- Post burn evaluations
- Fine fuel moisture
- Staffing and equipment availability
- Time needed to complete the burn
- Specific goals and objectives

## **APPENDIX I**

### **PUBLIC COMMENTS**

## **NAMAC Meeting**

**March 25, 2022**

### **Public Comments Summary**

There was one member of the public, Mr. Fred Davis, who commented on the Hungryland Slough management plan update and requested that staff look into allowing a campsite along the Ocean to Lake Hiking Trail due to the closure of the nearby Corbett Youth campsite. The committee thanked Mr. Davis for his comments and asked for staff comments. Staff commented that there is currently no suitable location for this request but they will look into alternate sites in the future.