

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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<b>Meeting Date:</b>	May 6, 2025	<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: an updated Management Plan (Plan) for Yamato Scrub Natural Area.



**Summary:** The initial Plan was approved by the Board of County Commissioners (BCC) in June, 2001. A ten (10)-year update to the plan was approved by the BCC in December, 2013. 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 Plan for approval at its September 20, 2024 meeting. The Florida Department of Environmental Protection's Acquisition and Restoration Council approved the Plan at its February 14, 2025 meeting. Initial invasive/nonnative vegetation removal, fence and regulatory sign installation, and public use facilities have been completed since the original Plan in 2001. 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 \$357,307. 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, Ag Reserve Land Management Fund, and/or ad valorem funding sources. **District 4 (SS)**

**Background and Policy Issues:** The 217-acre Yamato Scrub Natural Area is located in the southeastern portion of Palm Beach County (County) within the City of Boca Raton (City). The County and the City jointly own approximately 10.38 acres of land within the natural area, and leases 206.74 acres from the State of Florida. The County acquired the natural area through two (2) purchases in 1994 and 1997. To date, 395 plant and 283 animal species have been recorded on site, including 15 plant and 29 animal species that have been designated as having some degree of endangerment by at least one (1) governmental agency or are tracked by the Florida Natural Areas Inventory as very rare or imperiled. 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. The Department of Environmental Resources Management (ERM) 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 continues to pursue any grants available to offset a portion of land management costs. The next update to the management plan will be in 2034 as required by Section 253.034, Florida Statutes.

**Attachment:**

1. Yamato Scrub Natural Area Management Plan

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<b>Recommended by:</b>		<u>3-31-2025</u>	<small>4/1/25 SAS 3/5/25</small>
	<b>Department Director</b>	<b>Date</b>	
<b>Approved by:</b>		<u>4/11/25</u>	
	<b>Deputy County Administrator</b>	<b>Date</b>	

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$357,307	\$368,026	\$379,067	\$390,439	\$402,152
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL	\$357,307	\$368,026	\$379,067	\$390,439	\$402,152
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget?	Yes <u>  X  </u>			No <u>      </u>	
Does this item include the use of federal funds?	Yes <u>      </u>			No <u>  X  </u>	
Does this item include the use of state funds?	Yes <u>      </u>			No <u>  X  </u>	

**Budget Account No.:**

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

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

Fiscal Year 2025 management and operating costs are estimated to be \$357,307. Over the past five (5) 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 2026 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), Ag Reserve Land Management Fund (1222) and/or ad valorem funding sources.

**C. Department Fiscal Review:**

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### III. REVIEW COMMENTS

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

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

*[Signature]* 4/9/25  
OFMB DAY 18 OF 418

*[Signature]* 4/9/25  
Contract Development & Control  
207 4.9.25

Legal Sufficiency:

**B. Legal Sufficiency:**

4/10/25  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**



## **MANAGEMENT PLAN FOR YAMATO SCRUB NATURAL AREA**

**LEASE NO. 4176**



**2024**

**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**

# **LAND MANAGEMENT PLAN COMPLIANCE CHECKLIST**

→ Required for State-owned conservation lands over 160 acres ←

## Instructions for managers:

Complete each item and fill in the applicable correlating **SECTION numbers and/or appendix** where the item can be found within the land management plan (LMP). If an item does not apply to the subject property, please describe that fact on a correlating page number of the LMP. Do not mark an "N/A" for any items below.

For more information, please visit the stewardship portion of the Division of State Lands' website at: <http://www.dep.state.fl.us/lands/stewardship.htm>.

## Section A: Acquisition Information Items

Item #	Requirement	Statute/Rule	SECTION Numbers and/or Appendix
1.	The common name of the property.	18-2.018 & 18-2.021	Executive Summary
2.	The land acquisition program, if any, under which the property was acquired.	18-2.018 & 18-2.021	Executive Summary
3.	Degree of title interest held by the Board, including reservations and encumbrances such as leases.	18-2.021	1.6 and 1.7
4.	The legal description and acreage of the property.	18-2.018 & 18-2.021	1.1 and Appendix D
5.	A map showing the approximate location and boundaries of the property, and the location of any structures or improvements to the property.	18-2.018 & 18-2.021	Figures 1 & 7
6.	An <b>assessment</b> as to whether the property, or any portion, should be declared surplus. <i>Provide Information regarding <b>assessment and analysis</b> in the plan, and provide <b>corresponding map</b>.</i>	18-2.021	2.1
7.	Identification of other parcels of land within or immediately adjacent to the property that should be purchased because they are essential to management of the property. <i>Please clearly indicate parcels on a map.</i>	18-2.021	1.5
8.	Identification of adjacent land uses that conflict with the planned use of the property, if any.	18-2.021	1.3
9.	A statement of the purpose for which the lands were acquired, the projected use or uses as defined in 253.034 and the statutory authority for such use or uses.	259.032(10)	2.1
10.	Proximity of property to other significant State, local or federal land or water resources.	18-2.021	1.1 and Figure 1

## Section B: Use Items

Item #	Requirement	Statute/Rule	SECTION Numbers and/or Appendix
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11.	The designated single use or multiple use management for the property, including use by other managing entities.	18-2.018 & 18-2.021	1.6
12.	A description of past and existing uses, including any unauthorized uses of the property.	18-2.018 & 18-2.021	1.2
13.	A description of alternative or multiple uses of the property considered by the lessee and a statement detailing why such uses were not adopted.	18-2.018	1.4
14.	A description of the management responsibilities of each entity involved in the property's management and how such responsibilities will be coordinated.	18-2.018	4.1
15.	Include a provision that requires that the managing agency consult with the Division of Historical Resources, Department of State before taking actions that may adversely affect archeological or historical resources.	18-2.021	3.9
16.	Analysis/description of other managing agencies and private land managers, if any, which could facilitate the restoration or management of the land.	18-2.021	4.1
17.	A determination of the public uses and public access that would be consistent with the purposes for which the lands were acquired.	259.032(10)	1.4 and 5.1
18.	A finding regarding whether each planned use complies with the 1981 State Lands Management Plan, particularly whether such uses represent "balanced public utilization," specific agency statutory authority and any other legislative or executive directives that constrain the use of such property.	18-2.021	8
19.	Letter of compliance from the local government stating that the LMP is in compliance with the Local Government Comprehensive Plan.	BOT requirement	Appendix I
20.	An assessment of the impact of planned uses on the renewable and non-renewable resources of the property, including soil and water resources, and a detailed description of the specific actions that will be taken to protect, enhance and conserve these resources and to compensate/mitigate damage caused by such uses, including a description of how the manager plans to control and prevent soil erosion and soil or water contamination.	18-2.018 & 18-2.021	1.4 and 4.6
21.	*For managed areas larger than 1,000 acres, an analysis of the multiple-use potential of the property which shall include the potential of the property to generate revenues to enhance the management of the property provided that no lease, easement, or license for such revenue-generating use shall be entered into if the granting of such lease, easement or license would adversely affect the tax exemption of the interest on any revenue bonds issued to fund the acquisition of the affected lands from gross income for federal income tax purposes, pursuant to Internal Revenue Service regulations.	18-2.021 & 253.036	N/A

22.	If the lead managing agency determines that timber resource management is not in conflict with the primary management objectives of the managed area, a component or section, prepared by a qualified professional forester, that assesses the feasibility of managing timber resources pursuant to section 253.036, F.S.	18-021	1.4
23.	A statement regarding incompatible use in reference to Ch. 253.034(10).	253.034(10)	1.4

\*The following taken from 253.034(10) is not a land management plan requirement; however, it should be considered when developing a land management plan: The following additional uses of conservation lands acquired pursuant to the Florida Forever program and other state-funded conservation land purchase programs shall be authorized, upon a finding by the Board of Trustees, if they meet the criteria specified in paragraphs (a)-(e): water resource development projects, water supply development projects, storm-water management projects, linear facilities and sustainable agriculture and forestry. Such additional uses are authorized where: (a) Not inconsistent with the management plan for such lands; (b) Compatible with the natural ecosystem and resource values of such lands; (c) The proposed use is appropriately located on such lands and where due consideration is given to the use of other available lands; (d) The using entity reasonably compensates the titleholder for such use based upon an appropriate measure of value; and (e) The use is consistent with the public interest.

### Section C: Public Involvement Items

Item #	Requirement	Statute/Rule	SECTION Numbers and/or Appendix
24.	A statement concerning the extent of public involvement and local government participation in the development of the plan, if any.	18-2.021	1.8
25.	The management prospectus required pursuant to paragraph (9)(d) shall be available to the public for a period of 30 days prior to the public hearing.	259.032(10)	1.8
26.	LMPs and LMP updates for parcels over 160 acres shall be developed with input from an advisory group who must conduct at least one public hearing within the county in which the parcel or project is located. <i>Include the advisory group members and their affiliations, as well as the date and location of the advisory group meeting.</i>	259.032(10)	1.8 and Appendix J
27.	Summary of comments and concerns expressed by the advisory group for parcels over 160 acres	18-2.021	1.8 and Appendix J
28.	During plan development, at least one public hearing shall be held in each affected county. Notice of such public hearing shall be posted on the parcel or project designated for management, advertised in a paper of general circulation, and announced at a scheduled meeting of the local governing body before the actual public hearing. <i>Include a copy of each County's advertisements and announcements (meeting minutes will suffice to indicate an announcement) in the management plan.</i>	253.034(5) & 259.032(10)	1.8 and Appendix J
29.	The manager shall consider the findings and recommendations of the land management review team in finalizing the required 10-year update of its management plan. <i>Include manager's replies to the team's findings and recommendations.</i>	259.036	1.8 or N/A
30.	Summary of comments and concerns expressed by the management review team, if required by Section 259.036, F.S.	18-2.021	1.8 or N/A
31.	If manager is not in agreement with the management review team's findings and recommendations in finalizing the required 10-year update of its management plan, the managing agency should explain why they disagree with the findings or recommendations.	259.036	1.8 or N/A

## Section D: Natural Resources

Item #	Requirement	Statute/Rule	SECTION Numbers and/or Appendix
32.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding soil types. <i>Use brief descriptions and include USDA maps when available.</i>	18-2.021	3.1 and Figure 3
33.	Insert FNAI based natural community maps when available.	ARC consensus	Figure 4
34.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding outstanding native landscapes containing relatively unaltered flora, fauna and geological conditions.	18-2.021	3.7
35.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding unique natural features and/or resources including but not limited to virgin timber stands, scenic vistas, natural rivers and streams, coral reefs, natural springs, caverns and large sinkholes.	18-2.018 & 18-2.021	3.7
36.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding beaches and dunes.	18-2.021	3.7
37.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding mineral resources, such as oil, gas and phosphate, etc.	18-2.018 & 18-2.021	3.6
38.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding fish and wildlife, both game and non-game, and their habitat.		3.3 and 3.4
39.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding State and Federally listed endangered or threatened species and their habitat.		
40.	The identification or resources on the property that are listed in the Natural Areas Inventory. <i>Include letter from FNAI or consultant where appropriate.</i>		3.3, 3.5.1, 3.5.2  H
41.	Specific description of how the managing agency plans to identify, locate, protect and preserve or otherwise use fragile, nonrenewable natural and cultural resources.	259.032(10)	3.1 through 3.9, 4.5, 4.6, 5.1 and 5.4
42.	<b>Habitat Restoration and Improvement</b>		
	Describe management needs, problems and a desired outcome and the key management activities necessary to achieve the enhancement, protection and preservation of restored habitats and enhance the natural, historical and archeological resources and their values for which the lands were acquired.	259.032(10) & 253.034(5) ↓	4.3

42-B.	Provide a detailed description of both short (2-year planning period) and long-term (10-year planning period) management goals, and a priority schedule based on the purposes for which the lands were acquired and include a timeline for completion.		2.2 and Table 3
42-C.	The associated measurable objectives to achieve the goals.		2.2
42-D.	The related activities that are to be performed to meet the land management objectives and their associated measures. <i>Include fire management plans - they can be in plan body or an appendix.</i>		4.4, 4.5 and Appendix G
42-E.	A detailed expense and manpower budget in order to provide a management tool that facilitates development of performance measures, including recommendations for cost-effective methods of accomplishing those activities.		6.1, 6.2 and Table 4
43.	***Quantitative data description of the land regarding an inventory of forest and other natural resources and associated acreage. <i>See footnote.</i>	253.034(5)	3.3 and Figure 4
44.	<b>Sustainable Forest Management, including implementation of prescribed fire management</b>	18-2.021, 253.034(5) & 259.032(10) ↓	
44-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).		4.3
44-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).		2.2 and Table 3
44-C.	Measurable objectives (see requirement for #42-C).		2.2
44-D.	Related activities (see requirement for #42-D).		4.5.1
44-E.	Budgets (see requirement for #42-E).		6.1, 6.2 and Table 4
45.	<b>Imperiled species, habitat maintenance, enhancement, restoration or population restoration</b>	259.032(10) & 253.034(5) ↓	
45-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).		4.3
45-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).		2.2
45-C.	Measurable objectives (see requirement for #42-C).		2.2 and Table 3
45-D.	Related activities (see requirement for #42-D).		4.5.1 through 4.5.4
45-E.	Budgets (see requirement for #42-E).		6.1, 6.2 and Table 4
45-F	Assess the feasibility of managing the lands > 40 contiguous acres as a recipient site for gopher tortoises consistent with rules of the Fish and Wildlife Conservation Commission, as prepared by the agency or cooperatively with a Fish and Wildlife Conservation Commission wildlife biologist.	259.105	3.5.2
45-G	Economic feasibility of establishing a gopher tortoise recipient site, including the initial cost, recurring management costs and the revenue projections.	259.105	3.5.2
46.	***Quantitative data description of the land regarding an inventory of exotic and invasive plants and associated acreage. <i>See footnote.</i>	253.034(5)	4.5.2 and Figure 4
47.	Place the Arthropod Control Plan in an appendix. If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the management unit.	BOT requirement via lease language	4.4.4

48.	Exotic and invasive species maintenance and control	259.032(10) & 253.034(5) ↓	
48-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).		4.3, 4.5.2, and 4.5.3
48-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).		2.2 and Table 3
48-C.	Measurable objectives (see requirement for #42-C).		2.2
48-D.	Related activities (see requirement for #42-D).		4.5.2 and 4.5.3
48-E.	Budgets (see requirement for #42-E).		6.1, 6.2 and Table 4

Section E: Water Resources			
Item #	Requirement	Statute/Rule	SECTION Numbers and/or Appendix
49.	A statement as to whether the property is within and/or adjacent to an aquatic preserve or a designated area of critical state concern or an area under study for such designation. <i>If yes, provide a list of the appropriate managing agencies that have been notified of the proposed plan.</i>	18-2.018 & 18-2.021	1.6
50.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding water resources, including water classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Water under Rule 62-302.700, F.A.C.	18-2.021	1.6 and 3.2
51.	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding swamps, marshes and other wetlands.	18-2.021	3.3 and Figure 4
52.	***Quantitative description of the land regarding an inventory of hydrological features and associated acreage. <i>See footnote.</i>	253.034(5)	Figure 4
53.	Hydrological Preservation and Restoration	259.032(10) & 253.034(5) ↓	3.2
53-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).		3.2 and 4.3
53-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).		2.2 and Table 3
53-C.	Measurable objectives (see requirement for #42-C).		2.2
53-D.	Related activities (see requirement for #42-D).		3.2 and 4.5.4
53-E.	Budgets (see requirement for #42-E).		6.1, 6.2 and Table 4

Section F: Historical, Archeological and Cultural Resources			
Item #	Requirement	Statute/Rule	SECTION Numbers and/or Appendix

54.	**Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding archeological and historical resources. <i>Include maps of all cultural resources except Native American sites, unless such sites are major points of interest that are open to public visitation.</i>	18-2.018, 18-2.021 & per DHR's request	3.9
55.	***Quantitative data description of the land regarding an inventory of significant land, cultural or historical features and associated acreage.	253.034(5)	3.9
56.	A description of actions the agency plans to take to locate and identify unknown resources such as surveys of unknown archeological and historical resources.	18-2.021	3.9
57.	Cultural and Historical Resources	259.032(10) & 253.034(5) ↓	3.9
57-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).		3.9 and 4.3
57-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).		2.2
57-C.	Measurable objectives (see requirement for #42-C).		2.2
57-D.	Related activities (see requirement for #42-D).		3.9
57-E.	Budgets (see requirement for #42-E).		6.1, 6.2 and Table 4

\*\*While maps of Native American sites should not be included in the body of the management plan, the DSL urges each managing agency to provide such information to the Division of Historical Resources for inclusion in their proprietary database. This information should be available for access to new managers to assist them in developing, implementing and coordinating their management activities.

Section G: Facilities (Infrastructure, Access, Recreation)			
Item #	Requirement	Statute/Rule	SECTION Numbers and/or Appendix
58.	***Quantitative data description of the land regarding an inventory of infrastructure and associated acreage. <i>See footnote.</i>	253.034(5)	5.1
59.	Capital Facilities and Infrastructure	259.032(10) & 253.034(5) ↓	
59-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).		4.3, 5.1 through 5.5
59-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).		2.2
59-C.	Measurable objectives (see requirement for #42-C).		2.2 and Table 3
59-D.	Related activities (see requirement for #42-D).		5.1 through 5.5
59-E.	Budgets (see requirement for #42-E).		6.1, 6.2 and Table 4
60.	*** Quantitative data description of the land regarding an inventory of recreational facilities and associated acreage.	253.034(5)	5.1 and Figure 7
61.	Public Access and Recreational Opportunities	259.032(10) & 253.034(5) ↓	
61-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).		4.3 and 5.1

61-B.	Detailed description of both short and long-term management goals (see requirement for #42-B).		2.2
61-C.	Measurable objectives (see requirement for #42-C).		2.2, 5.1 and Table 4
61-D.	Related activities (see requirement for #42-D).		5.1
61-E.	Budgets (see requirement for #42-E).		6.1, 6.2 and Table 4

Section H: Other/ Managing Agency Tools			
Item #	Requirement	Statute/Rule	Page or Section Numbers and/or Appendix
62.	Place this LMP Compliance Checklist at the front of the plan.	ARC and managing agency consensus	ii
63.	Place the Executive Summary at the front of the LMP. Include a physical description of the land.	ARC and 253.034(5)	x
64.	If this LMP is a 10-year update, note the accomplishments since the drafting of the last LMP set forth in an organized (categories or bullets) format.	ARC consensus	xiii
65.	Key management activities necessary to achieve the desired outcomes regarding other appropriate resource management.	259.032(10)	2.2
66.	Summary budget for the scheduled land management activities of the LMP including any potential fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used to restore, manage, enhance, repopulate, or acquire imperiled species habitat for lands that have or are anticipated to have imperiled species or such habitat onsite. The summary budget shall be prepared in such a manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3) which are resource management, administration, support, capital improvements, recreation visitor services, law enforcement activities.	253.034(5)	Table 4
67.	Cost estimate for conducting other management activities which would enhance the natural resource value or public recreation value for which the lands were acquired, include recommendations for cost-effective methods in accomplishing those activities.	259.032(10)	Table 4
68.	A statement of gross income generated, net income and expenses.	18-2.018	N/A

\*\*\* = The referenced inventories shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the DEP pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.

## LAND MANAGEMENT PLAN EXECUTIVE SUMMARY

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Lead Agency: Palm Beach County Department of Environmental Resources Management

Common Name of Property: Yamato Scrub Natural Area

Location: City of Boca Raton, Palm Beach County

Total Acreage: 217.12 acres (206.74 acres are State-owned; 10.38 acres are jointly owned by Palm Beach County and the City of Boca Raton)

Acreage Breakdown:

<u>Land Cover Classification</u>	<u>Acreage*</u>	<u>Land Cover Classification</u>	<u>Acreage*</u>
Basin Marsh	4.7 acres	Disturbed Scrubby Flatwoods	0.1 acres
Canal	1 acre	Mesic Flatwoods	21.5 acres
Developed Area	1.9 acres	Mesic Hammock	20.9 acres
Disturbed Hydric Hammock	0.4 acres	Scrub	143.4 acres
Disturbed Scrub	1.1 acres	Scrubby Flatwoods	22 acres

Lease Number: 4176

Use: Single X Multiple \_\_\_\_\_

Management Responsibility:

<u>Agency</u>	<u>Responsibility</u>
<u>Palm Beach County</u>	<u>All management activities except maintenance of the El Rio Trail</u>
<u>City of Boca Raton</u>	<u>Public safety and law enforcement, maintenance of the El Rio Trail</u>

Designated Land Use: Conservation

Sublease(s): None

Encumbrances: 16 active easements, concessions, leases and other encumbrances

Type Acquisition: Fee simple shared acquisition- Conservation, Recreation Lands funds, Palm Beach County Environmentally Sensitive Lands Bond Referendum funds, and City of Boca Raton Environmentally Sensitive Lands Bond Referendum Funds

Unique Resources: Natural: Lake Worth Creek, Pamlico Dune Ridge, Florida Scrub  
Archaeological/Historical: FDHR, which maintains the Florida Master Site File, shows three linear resources in the vicinity of the natural area – the L-40 Canal (8PB12923), the El Rio Canal (8PB12918) and the Seaboard Airline Railway (now the CSX Railroad, 8PB12917).  
Only one of these resources, the L-40 Canal, is located within a portion of the natural area.

Management Needs: Maintenance of native ecosystems (primarily through prescribed burning and mechanical vegetation reduction), maintenance of listed species population, and continued control of invasive nonnative species

Acquisition Needs/Acreage: None

Surplus Land Needs/Acreage: None

Public Involvement: Natural Areas Management Advisory Committee meetings, public hearing, Board of County Commissioners Meeting, Acquisition and Restoration Council meeting

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**DO NOT WRITE BELOW THIS LINE (FOR DIVISION OF STATE LANDS USE ONLY)**

ARC Approval Date: \_\_\_\_\_ Trustees Approval Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

## **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/nonnative 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. Following NAMAC's review of any comments received, the plan shall be sent to the Board of County Commissioners for approval.*
- *Each approved plan shall be subsequently reviewed and updated at least every ten years in accordance with F.S. 253.034(5).*

## EXECUTIVE SUMMARY

The 217-acre Yamato Scrub Natural Area (natural area) is located in the southeastern portion of Palm Beach County (County). Palm Beach County (County) leases 206.74 acres from the State of Florida and jointly owns the remaining 10.38 acres of the site with the City of Boca Raton (City). This site was acquired in two purchases in 1994 and 1997. County funds for the acquisitions were provided from the sale of bonds authorized by the Palm Beach County Environmentally Sensitive Lands Bond Issue Referendum of March 12, 1991. City funds were provided from the sale of bonds authorized by the City of Boca Raton Environmentally Sensitive Lands Referendum of October 12, 1991. State Preservation 2000 matching funds for acquisition of the 207-acre tract were provided through the Conservation and Recreation Lands (CARL) Program.

Scrub, scrubby flatwoods, mesic flatwoods, mesic hammock and basin marsh are the predominant natural communities present on the site. The site also contains a few small areas of hydric hammock and canal. Thus far, 395 species of plants and 283 species of animals have been recorded on the site, including 15 plant and 29 animal species that have been designated as having some degree of endangerment by at least one governmental agency or are tracked by the Florida Natural Areas Inventory.

The primary purposes for the acquisition of this natural area were 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. 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 and the City comply with portions of their respective comprehensive plans.

Public use facilities have been constructed; the site opened to the public in October 2007. An accessible nature trail, hiking trails, and kiosks with interpretive displays provide valuable opportunities for the public to observe and learn about the site's biologically unique plant communities and associated animals. Parking facilities are provided on the north side of Clint Moore Road. Opportunities for pedestrian access to the site are provided by the multiuse El Rio Trail, a portion of which runs inside the western boundary of the site, and by an accessible trail that connects with a sidewalk on the north side of Clint Moore Road.

The original management plan for the site was completed in 2001 and the first 10-year update to the plan was completed in 2013. 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 developed and managed in accordance with all applicable grant restrictions, and lease

agreement conditions; and 5) identifies public recreational uses that may be accommodated without adversely affecting the site's natural resources. This management plan also identifies any changes to the site since the previous plan and includes information related to the site's 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 at least once every ten years as necessary based on new information, improvements in management techniques or other relevant factors in accordance with F.S. 253.034(5). The next scheduled review of the plan by the Acquisition and Restoration Council will be in 2034.

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# 1. INTRODUCTION

## 1.1 LOCATION AND DESCRIPTION

Yamato Scrub Natural Area (natural area) is located within the southeastern portion of Palm Beach County (County) (Figure 1). All of the 217-acre natural area is located in the northern portion of the City of Boca Raton (City). The natural area is divided by Clint Moore Road (Figure 2). The northern portion of the natural area is bordered on the north by Congress Avenue, portions of the Boca Commerce Center industrial park, and the US Foods distribution center; on the east by NW 6<sup>th</sup> Avenue, the US Foods distribution center, the CSX Transportation (CSX) railroad tracks (formerly the Seaboard Airline Railway, Florida Master Site File 8PB12917) and Interstate 95 (I-95); on the south by Clint Moore Road; and on the west by the Lake Worth Drainage District's (LWDD) E-4 Canal (Florida Master Site File 8PB12918), also known as the El Rio Canal in the Boca Raton area. Immediately to the west of the El Rio Canal, between Congress Avenue and Clint Moore Road, are a Costco warehouse club, a Florida Power and Light (FPL) transmission facility and a Public Storage facility. LWDD's L-40 Canal (Florida Master Site File 8PB12923) runs east-west across the northern area. The portion of the site south of the L-40 Canal is separated into two areas by FPL property. FPL's Boca Teeca substation is located on the south side of the L-40 Canal, adjacent to the railroad and on the east side of the site. The southern portion of the natural area is in one contiguous piece. It is bordered on the east by the CSX railroad tracks and I-95 and on the south and west by the Arvida Park of Commerce.

There are no federal- or state-owned conservation areas within 3 miles of the natural area. The nearest significant waterbody is the Atlantic Ocean located approximately 1.6 miles east of the natural area. County-owned natural areas within a 3-mile radius include Delray Oaks Natural Area (0.7 miles north) and Pondhawk Natural Area (1.5 miles southwest). The Leon M. Weekes Environmental Preserve in Delray Beach, located 1.2 miles northeast of the natural area, is owned jointly by the County and the City of Delray Beach and managed by the City of Delray Beach. One larger county park within a 3-mile radius of the natural area is Morikami Park (Figure 1). In addition, there are a number of smaller city parks/preserves in the vicinity of the natural area.

The natural area is composed of a variety of wetlands and landforms. In general, uplands within the site – mesic flatwoods, mesic hammock, scrub, and scrubby flatwoods - exhibit a low to moderate amount of relief. Wetlands within and immediately adjacent to the natural area include: basin marsh. Ground elevations within the natural area generally range from 2.8 feet to 30 feet North American Vertical Datum [NAVD] (PBC 2017). All of the natural area is located on the Pamlico Ridge (Iverson and Austin 1988).

Scrub, scrubby flatwoods, mesic flatwoods, mesic hammock and basin marsh are the predominant natural communities present on the site. Smaller areas of canal and hydric hammock are also present. Florida Natural Areas Inventory (FNAI) has tracked three of the intact natural communities present on the natural area as very rare or imperiled (basin marsh, scrub and scrubby flatwoods) in Florida (FNAI 2024).

Thus far, 395 species of plants and 283 species of animals have been recorded on the site, including 15 plant and 29 animal species that have been designated as having some degree of endangerment by at least one governmental agency or are traced by the Florida Natural Areas Inventory.

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 tracked 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 Yamato Scrub Natural Area has remained, for the most part, as undisturbed native vegetation with minimal past uses. Perimeter and bisecting roads and canals have caused permanent changes to the native vegetation within their rights of way. Clearing, grading and dumping of canal spoil material created disturbed areas along the edges of the canal rights of way, and small areas of disturbed scrub were created as a result of clearing and filling activities along the edges of the Clint Moore Road right of way. Otherwise, the past uses of the site caused mostly temporary and/or minor problems on small areas scattered throughout the site. Off-highway vehicle (OHV) traffic had caused some damage to the mesic flatwoods and former basin marsh communities in the northern portion of the site, and to certain portions of the scrub and scrubby flatwoods communities. Perimeter disturbances associated with construction of drainage canals, a railroad and roads, and the development of adjacent industrial and commercial properties began in the 1910s and 1920s, and continues today.

The portion of the El Rio Canal that lies adjacent to the natural area was dug by the Model Land Company in 1913; a dirt road was constructed along the western edge of the canal (Barry 2013a). The El Rio Canal later became part of the LWDD system; it was maintenance dredged for the first time in 1922 (Barry 2013a). The El Rio Canal was improved in the 1940s to provide better drainage for the Boca Raton Army Air Field (Barry 2013a). In November 1920, the LWDD dug an approximately 1,400-foot-long, narrow canal that ran eastward from the El Rio Canal to a point just west of the north-south scrub ridge that runs through the present-day natural area (Barry 2013b). This was the predecessor to the L-40 Canal. The remainder of the canal was merely a poorly-maintained swale from the 1920s until 1984 when the LWDD obtained sufficient right of way to widen and deepen the portion of the canal that lies east of the El Rio Canal to its current configuration (Barry 2013b; U.S. Coast and Geodetic Survey [USCGS] 1930). These two canals significantly lowered the water table within the natural area and converted the former basin marsh area to a disturbed upland habitat. Over the years, excess fill dredged from the canals was placed in the natural area in linear strips immediately adjacent to the canal rights of ways. Some spoil that was placed along the edge of the canal rights of way was removed a few years following the acquisition of the natural area; the remainder of the spoil was removed during a restoration project in 2005 and 2006.

The railroad tracks which lie just east of the natural area were constructed by the Seaboard Air Line Railroad (predecessor to CSX Transportation) in November and December 1926 (Goolsby 2013). Construction of the Boca Teeca electrical substation began in 1968 (USDA 1968); transmission lines and access roads associated with this substation pass through portions of the site. Congress Avenue and Clint Moore Road were built in the early and mid 1970s (USGS 1974), respectively, and widened in the 1980s. Illegal dumping over many years resulted in the accumulation of significant amounts of trash and construction debris on the site, including more than 1,000 used tires deposited along the old jeep trail that led east from Congress Avenue, south into the natural area. Most of the debris in this area and on the remainder of the site was removed prior to acquisition of the site; the remainder of the debris was removed during volunteer site cleanup events.

### 1.3 ADJACENT LAND USES

The natural area and all of the lands surrounding the natural area are located within the City's municipal boundaries. The Yamato Scrub Natural Area is designated as "Conservation" on the City's Future Land Use map and as "Public Lands" on the City's Zoning map (City 2017 and 2018). The intent of the "Conservation" designation is to protect important natural environmental features, including endangered and threatened species.

In December 2009, the Florida Department of Environmental Protection (FDEP) approved Amendment 1 to the state lease for management of the natural area, which provided for modification of the management plan to allow the City to construct a portion of the multiuse El Rio Trail on the state-owned tract. The interlocal agreement between the City and the County was amended in August 2010 to include responsibilities for construction and management of the trail segment. Construction began in November 2011 and the trail segment was opened to the public in October 2012. The construction of the El Rio Trail created a new pedestrian access point to the natural area. A new pedestrian maze gate, informational kiosk and bench were installed along the northwestern edge of the natural area as part of the trail construction project.

Both localized and large-scale impacts from adjacent roads and railroads, and adjacent and nearby commercial, industrial, residential, and recreational 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 and railroad rights of ways, and within adjacent and nearby properties; disruption of historic surface water flow patterns into and out of the site by adjacent canals/berms and roads; dumping; and animal mortality from vehicular traffic.

Domestic animals and pets have not been observed causing impacts at the natural area. Feral/free-roaming cats and stray dogs can cause wildlife disturbance and/or mortality. Efforts to mitigate for these potential impacts may include a 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>; Natural Areas Ordinance) regarding the prohibition of domestic animals and pets on the natural area.

#### 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 Yamato Scrub 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 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 group walking, running, 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. Although not prohibited by the Natural Areas Ordinance, logging is not appropriate for this natural area since it does not contain commercially-viable quantities of timber. And finally, the development of water resources or water supply projects, linear facilities, and sustainable agriculture and forestry are not compatible with the conservation of the preservation of the natural resources found on the site.

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. There are sufficient retail businesses in the vicinity of the natural area to supply services normally provided by concessionaires. A camping area is not appropriate for the site given the very rare and imperiled status of three of its natural communities (basin marsh, scrub and scrubby flatwoods), and the sensitivity of the rare and endangered plant and animal species - both of which could be negatively impacted if camping was permitted.

Horses are not permitted on the site due to the very rare and imperiled status of three of its natural communities (basin marsh, scrub and scrubby flatwoods), and the sensitivity of the rare and endangered plant and animal species - both of which would be negatively impacted if equestrians were permitted on the site - and due to the high potential for soil erosion on the site.

There are no wetlands that hold water year round or navigable waters on the site so there is no way to accommodate fishing or 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.

There are no other activities that were considered but not adopted as acceptable for the natural area.

## 1.5 OUTPARCELS

There are no outparcels adjacent to the natural area that would be suitable for acquisition. All lands immediately adjacent to the natural area have already been developed.

## 1.6 MANAGEMENT AND USE RESTRICTIONS

The natural area has been and will continue to be managed under the "single-use" concept - it will be managed in a manner that preserves and maintains the site's natural resources. It has no multiple-use potential for revenue generation.

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).

The Board of Trustees of the Internal Improvement Trust Fund (TIITF) of the State of Florida (State) holds a 100 percent title interest in the 206.74 acres of the natural area that were purchased with state Preservation 2000 matching funds through the CARL program as a joint city/county/state acquisition. The state-owned portion of the site is managed under the constraints imposed by the 50-year state management lease (lease no. 4176) from TIITF to Palm Beach County. This lease runs until the year 2048 (see Section 1.7). The lease provisions require that the County manage the leased premises only for the conservation and protection of natural and historic resources and for resource-based public outdoor recreation that is compatible with the conservation and protection of these public lands, as set forth in subsection 253.023(11), Florida Statutes.

The size, shape, and location of the natural area do not restrict certain management activities such as nonnative and invasion vegetation removal, or upland restoration activities. These factors do, however, limit what can be done on the site relative to the reintroduction of fire and the restoration

of former wetland areas. The site's proximity to the CSX railroad tracks, Interstate 95 and other major roads severely limit many of the options for prescribed burning, whereas the site's proximity to the El Rio and L-40 canals, and the need to provide drainage for developments east of I-95 severely limit what can be done to restore the hydrology of the site. The portions of the site on which public use facilities have been constructed historically were wetlands, but are now uplands and are not susceptible to flooding because of a regional drawdown of the water table by the drainage canal network.

There are no other known legislative or executive constraints that affect the development, use or management of the site. The natural area is within the Loxahatchee River/Lake Worth Creek aquatic preserve.

## 1.7 EASEMENTS, CONCESSIONS, LEASES AND OTHER ENCUMBRANCES

Below is a summary of the easements, concessions, leases and other encumbrances on Yamato Scrub Natural Area (Natural Area). Unless otherwise noted, copies of recorded easements, leases and other encumbrances that restrict use of, or benefit, the Natural Area will be provided upon request.

On September 13, 2005 the BCC formally expressed an intent to place conservation easements on all county-owned natural areas (R 2005-1770). However, as of the date of this updated management plan, the City of Boca Raton has not approved the placement of a conservation easement over the co-owned Knight Tract. If the City agrees to place a conservation easement over the Knight Tract in the future, the County will attempt to find an environmental agency or environmental nonprofit that will accept the conservation easement. Alternatively, the County and City may agree to record a joint Declaration of Conservation Easement for the Knight Tract.

No additional easements, concessions, or leases or other encumbrances are anticipated.

### Active Easements, Concessions. Leases and Other Encumbrances

#### 1.7.1 Centar Development Company and Florida Power & Light Company (FPL) - (Partially Released) Right-of-Way Agreement - Restricts Northern 82 Feet of the Knight Tract

In March 1960, Centar Development Company and FPL entered into a blanket easement and Right-of-Way Agreement that allowed FPL to use the northern portion of the Knight Tract for the construction, operation and maintenance of electric transmission and distribution lines, and necessary appurtenant equipment. In December 1988, FPL released all but the northern 82 feet of the Knight Tract from the Right-of-Way Agreement, in exchange for a 24-foot-wide ingress/egress easement along the east edge of the Former Boca Raton Shrine Club (Former Shrine Club) property. However, due to a dispute with the Shrine Club, FPL continued to use a shell rock access road that extended the width of the Knight Tract for several more years. In February 1994, the County and FPL entered into a letter agreement whereby FPL agreed to unconditionally release

the Knight Tract from any previously acquired right of ingress/egress easement upon purchase of the Tract by the County and City (Beaudet 1994). In exchange, the County would allow FPL to use the existing shell rock road until a new access road was constructed within the Former Shrine Club property or until February 28, 1995, whichever came first.

#### 1.7.2 Arvida Corporation (Arvida) to FPL - Permanent, Non-exclusive Underground Electrical Facility Easement - Restricts Western 12 Feet of the Knight Tract, South of the L-40 Canal

In November 1978, Arvida granted FPL a 12-foot-wide permanent, non-exclusive, underground electrical utility easement over the western 12 feet of the Knight Tract, less the north 75 feet. The easement granted FPL the right to install, construct, operate, maintain, repair, replace and remove electrical wires, cables, conduits and all other equipment associated with underground electrical utilities. As a condition of the easement, the landowner retained the right to use and grant others the right to use the easement area, provided such use did not interfere with FPL's intended use. The easement also required FPL to restore the easement area back to pre-construction conditions following the installation, construction, repair, replacement or removal of its underground electric utility lines and/or associated equipment. This easement currently appears to be unused; all of the existing power poles appear to be located within the El Rio Canal right of way, just west of the Knight Tract. In May 2012, FPL declined ERM's request to terminate this 12-foot-wide easement.

#### 1.7.3 Arvida Corporation - Declaration of Covenants and Restrictions for Arvida Park of Commerce East - Annual Maintenance and Special Assessments; Architectural Review Board Requirements; and Use Restrictions - Conditional Release for the Knight Tract

In January 1979, Arvida recorded a Declaration of Covenants and Restrictions (Declaration) for Arvida Park of Commerce East (APOCE) that affected the present-day Knight Tract and other lands. In February 1994, the Knight Tract was conditionally released from both the APOCE and Declaration. This release referenced a new Declaration of Restrictive Covenants that stipulated: 1) the present-day Knight Tract be owned and controlled by Knight Investments, Inc., the City, County, State or a non-profit governmental agency; and 2) the tract had to be used as a public nature preserve. If any portion of the Knight Tract is ever used for a purpose other than as a public nature preserve or is sold to a for-profit or non-governmental entity, the February 1994 release will become null and void. If that occurs, the Knight Tract will once again become part of the APOCE, and be subject to the terms of the Declaration, as amended. This includes: 1) payment of annual and special assessments to the Arvida Park of Commerce East Association, Inc.; 2) being subject to pre-approval requirements for all improvements and structures that may be constructed within the Tract; and 3) specified use limitations. The right of first refusal that was contained in the original Declaration was released in September 1983.

#### 1.7.4 Arvida and Heminway Corporation - Reserved Perpetual, Non-Exclusive General Utility Easement - Restricts Southern 15 Feet in Knight Tract

On April 19, 1979, when the Arvida conveyed ownership of the present-day Knight Tract to the Heminway Corporation, it created and reserved the right to use a perpetual, non-exclusive general utility easement along the southern 15 feet of the Tract. Later that same day, the Heminway Corporation reserved an identical, perpetual, non-exclusive general utility easement when it conveyed ownership of the Knight Tract to First National Bank and Trust Company of Riviera Beach, Florida. The 10-foot wide general utility easement depicted on the 1988 Congress Corporate Center plat (see subsection 1.7.8) overlaps the southern two-thirds of the Arvida and Heminway held easement.

This easement does not appear to have been used. Based on an ERM field inspection and a map provided by the City of Boca Raton's Utility Department (Pisano 2023 and Besecker 2023, respectively), the city water main that runs east-west north of Clint Moore Road appears to be within the northern road right of way and not within the reserved easement area. Similarly a city sewer force main that runs east-west north of Clint Moore Road, and between Park of Commerce Boulevard and the Former Shriner Property, also appears to be in the northern road right of way.

#### 1.7.5 Arvida - Deed Restriction - Restricts Use of the Knight Tract to Non-retail Uses

On April 19, 1979, Arvida placed a deed restriction over the present-day Knight Tract when it conveyed the land to the Heminway Corporation. This deed restriction prohibits use of the property for any retail purpose, use or activity. This restriction runs with the land and can only be released by Arvida, its successors and assigns.

#### 1.7.6 Boca Teeca Corp to the City – Permanent Sanitary Sewer and Water Line Facilities - Restricts a Portion of the Boca Commerce Tract Lying North of Clint Moore Road

In April 1982, Boca Teeca Corp granted two, permanent 15-foot-wide sanitary sewer and water line easements to the City. The north-west to south-east oriented easements are located just north of and adjacent to the northern right of way line for Clint Moore Road. The easternmost easement is approximately 445 feet long and lies just west of the western edge of the railroad right of way. The western easement is approximately 50 feet long and is located just west of where the Clint Moore Road right of way narrows as it heads westward from the railroad. These easements give the City the right to construct, operate, maintain, repair, alter, inspect and replace sanitary sewer and water lines, pipes, conduits, mains and appurtenances within the designated easement areas. The easements appear to contain city water and sewer force mains, and associated system valves (Besecker 2023).

#### 1.7.7 Knight Investments, Inc. to Lake Worth Drainage District (LWDD) – Perpetual, Exclusive Canal and Utility Easement – Restricts the North 82 Feet of the Knight Tract

In May 1985, Knight Investments, Inc. granted LWDD a perpetual, exclusive canal and utilities easement over the north 82 feet of the Knight Tract (present-day L-40 Canal right of way). In exchange, LWDD quit claimed ownership of the L-40 Canal right of way to Knight Investments. The easement allows LWDD to use the property for canal and canal related purposes, including but not limited to, ingress/egress, excavation, irrigation, canal, drainage ditch, sluice ways, maintenance and deposit of spoil, water control structures, berm and all quasi-utility purposes. The easement also gives LWDD the right to grant utility easements to other entities. The underlying landowner is not allowed to grant any other easements, erect any buildings or other improvements, or plant trees or shrubs within the LWDD easement area.

#### 1.7.8 Congress Corporate Center Plat - Restricts Knight Tract

In January 1987, Knight Investments, Inc. recorded a plat over the present-day Knight Tract. The Plat recognized an 82-foot-wide canal easement in favor of the LWDD (see subsection 1.7.7) along the northern boundary of the Knight Tract and a 12-foot-wide easement in favor of FPL along the western edge (see subsection 1.7.2). It also created a 10-foot-wide utility easement along the southern edge of the Knight Tract that overlapped an existing 15-foot-wide easement reserved by Arvida and Heminway Corporation (see subsection 1.7.4). This non-exclusive utility easement was set aside for the construction and maintenance of water, sewage, electrical, drainage, telephone, telecommunications, gas and other public utility services, but does not currently appear to be in use (see subsection 1.7.4).

#### 1.7.9 Knight Investments, Inc. to FPL - Powerline Easement - Restricts the South 20 Feet of the North 102 Feet of the Knight Tract

In October 1987, Knight Investments, Inc. granted FPL a 20-foot-wide easement over the south 20 feet of the north 102 feet of the Knight Tract. The easement gave FPL the right to: 1) construct, operate, modify and maintain overhead and underground electric utility facilities, including wires, poles, guys, cables, conduits and appurtenant equipment; 2) allow other companies and persons to lay cable and conduit, and attach wires to any existing facilities within the easement; and 3) cut, trim and clear vegetation that might endanger the construction, operation and maintenance of the powerlines and/or communication lines. The easement reserved the right for the underlying landowner to install and maintain groundcover over the entire 20-foot-wide easement area, and install and maintain above ground landscape vegetation within the south 5 feet of the easement area. The easement also reserved the right for the landowner to install and maintain a paved parking area within the easement area, provided FPL approves the paving plans.

#### 1.7.10 Boca Commerce Center Associates to FPL - Electric Powerline Easement - Restricts a Portion of the Boca Commerce Tract Lying South of Clint Moore Road

In January 1997, Boca Commerce Center Associates granted a 10-foot-wide by 50-foot-long easement to FPL. The northwest-southeast easement is located immediately south of Clint Moore Road and 25 feet west of the western CSX Railroad right of way. It gives FPL the right to: 1) install and maintain wires, poles, conduits, guy stubs, guy wires and anchors, and necessary appurtenances for overhead and underground electric transmission and distribution lines; 2) cut, trim and clear vegetation that might endanger the construction, operation and maintenance of the powerlines; and 3) reconstruct, inspect, improve, modify, remove or relocate its facilities within the easement parcel. Currently there are no above ground FPL facilities within this easement area; it is not known if there are any underground facilities.

#### 1.7.11 Boca Commerce Center Associates to FPL - Two Electric Powerline Easements - Restrict Portions of the Boca Commerce Tract Lying North of L-40 Canal and West of the CSX Railroad Tracks

In February 1997, Boca Commerce Center Associates granted two amended electric power line easements to FPL. These easements replaced easements granted by Boca Teeca Corp on April 24, 1968 and January 30, 1969. Both of these easements give FPL the right to: 1) install and maintain wires, poles, guy stubs, guy wires and anchors, and necessary appurtenances for electric transmission and distribution lines; 2) allow other companies and/or persons to attach conduits, wires or cables to power poles placed within the easement; and 3) cut, trim and clear vegetation that might endanger the construction, operation and maintenance of the powerlines.

The first easement, a 10-foot-wide by 1,129-foot-long easement, is located just west of the CSX right of way (see Figure 2). This easement extends from the north side of the L-40 Canal right of way to the southern boundary of the USF parcel. The above ground electric powerlines and power poles that were originally constructed within this easement were replaced by an underground cable during the summer of 2020. With the exception of one power pole, which was left in place to facilitate CSX Railroad communications, all of the above ground electric facilities were removed from this easement area (Eagleview Technology Corporation 2023; Lietzke 2023).

The second easement, a 30-foot-wide by 75-foot-long easement, is located just north of the L-40 Canal right of way and approximately 833.5 feet west of the CSX Railroad right of way. This easement contains a single above ground power pole and guy wire.

#### 1.7.12 Boca Commerce Center Associates to FPL - Ingress/Egress Easement - Restricts a Portion of the Boca Commerce Tract Lying South of the L-40 Canal, Between the Former Shrine Club Property and FPL Substation

In February 1997, Boca Commerce Center Associates granted FPL an ingress/egress (only) easement that allowed the company to access its electric substation south of the L-40 Canal and

west of the CSX Railroad right of way (see Figure 2). The easement granted FPL the right to cut, trim and keep clear of all trees, brush, undergrowth and other obstacles within the easement area, but required FPL to avoid impacting native vegetation on the surrounding properties.

The east-west oriented easement is located immediately south of the L-40 Canal right of way and extends from the Former Shrine Club's property to the FPL substation. The easement area contains a 12- to 15-foot-wide shell rock road that is accessed from Clint Moore Road via a north-south shell rock road on the Former Shrine Club property. The ingress/egress easement is 36-feet-wide, with the exception of the westernmost 50 feet which is 65 feet wide.

#### 1.7.13 Board of Trustees of the Internal Improvement Trust Fund (TIITF) of the State of Florida (State) to the County - Lease Agreement, as amended - Boca Commerce Tract

TIITF holds a 100 percent title interest in the 206.7 acres of the Natural Area that were purchased with State Preservation 2000 matching funds through the Conservation and Recreation Lands (CARL) program. The County manages the state-owned portion of the site pursuant to the constraints imposed by the February 24, 1998, 50-year state management lease (Lease Number 4176) from TIITF to Palm Beach County. This lease runs through February 23, 2048. The lease requires the County to manage the leased premises for the conservation and protection of natural and historic resources, and resource-based public outdoor recreation that is compatible with the conservation and protection of these public lands, as set forth in section 259.032, Florida Statutes (F.S.), along with other related uses necessary for the accomplishment of these purposes as designated in this management plan.

The County prepared an initial management plan for the leased premises that was in accordance with Chapter 18-2 of the Florida Administrative Code (FAC) and which contained the information required under Section 259.032, F.S. The initial plan was approved by the Division of State Lands (DSL) of the Florida Department of Environmental Protection (FDEP) on October 6, 2001. The management plan was amended on December 14, 2009 to include the El Rio Trail. The initial update to the management plan was approved by the state's Acquisition and Restoration Council (ARC) on April 11, 2014. This management plan is the second update of the initial management plan. The next update to the plan will be due in 2034.

The Yamato Scrub lease was amended in December 2012 to include a 32.57-acre state-owned tract located on the former A.G. Holley State Hospital campus in Lantana, Florida. A separate management plan for the 32.57-acre "Lantana Scrub Natural Area" was approved by ARC on February 16, 2015.

#### 1.7.14 USF PROPCOI, LLC (USF) to TIITF - Non-exclusive, Perpetual Ingress/Egress Easement and Utility Easement - Benefits the Northeastern Portion of Boca Commerce Tract

In September 2008, the City of Boca Raton allowed the abandonment of the southern portion of the platted NW 6<sup>th</sup> Avenue lying west of and adjacent to the USF property. Upon its abandonment,

the road right of way was conveyed to USF. In January 2009, USF granted TIITF, its guests, invitees, licensees, tenants, agents, contractors, and successors and assigns the right to use part of the former NW 6<sup>th</sup> Avenue road right of way to access the northeastern portion of the Natural Area. The same easement granted TIITF a non-exclusive, perpetual 10-foot-wide by approximately 97-foot long utility easement along the western edge of the USF-owned portion of the road right of way. The 2009 easement allows for the installation of utilities to benefit the Natural Area. It also allows management vehicles to access the Natural Area from Congress Avenue using NW 6<sup>th</sup> Avenue. Direct access to the Natural Area is through a chain link gate installed along the western edge of NW 6<sup>th</sup> Avenue, a little south of the northern boundary of the USF parcel.

#### 1.7.15 County and City - Interlocal Agreement for Management of the Yamato Scrub Natural Area – Benefits the Natural Area

The August 17, 2010 Interlocal Agreement between the County and City requires that the Natural Area be managed for the preservation, protection, restoration and maintenance of the site's natural resources. Use of the Natural Area is restricted to scientific, educational and passive resource-based outdoor recreational activities that are compatible with the preservation, protection and restoration of the site's natural resources. The Interlocal Agreement also establishes management, maintenance and public safety/law enforcement responsibilities for the Natural Area; confirms that the County will comply with requirements of Lease Agreement 4176, as amended; and acknowledges that the City is solely responsible for the design, construction and maintenance of the portion of the El Rio Trail that is located on the State-owned Boca Commerce Tract. This Interlocal Agreement supersedes and replaces the Interlocal Agreement previously entered into between the City and County on June 5, 2001.

#### Active Encroachments

#### 1.7.16 County Use of Driveway through Portions of the USF Property and Boca Commerce Center Water Retention Area – Benefits the Natural Area

Since 1999, the County has used a portion of the northwest corner of the present-day USF property, south of the County's existing ingress/egress easement (see Subsection 1.7.14), to access a driveway that cuts through the northern portion of Boca Commerce Center Association, Inc.'s water retention area. Although the County does not appear to have an easement for the driveway from the owner of the water retention area, the County likely has prescriptive rights to continue to use the driveway. Similarly, the County likely has prescriptive rights to continue to use the portion of the USF property that lies between the southern boundary of the existing ingress-egress easement (see Subsection 1.7.14) and the northern end of the driveway.

#### Inactive Easements, Concessions and Other Encumbrances

#### 1.7.17 Extinguished One-Half Interest in All Petroleum and Petroleum Products, and Three-Fourths Interest in All Other Minerals as Reserved by the State - Boca Commerce Tract

In 1946, when the State sold the lands within the present-day Boca Commerce Tract, it reserved a one-half interest in all petroleum and petroleum products, and a three-fourths interest in all other minerals. The State also reserved the right to explore, mine and develop the conveyed lands for these resources. The reservations were extinguished (merged with title) when the State re-acquired the land in 1997.

#### 1.7.18 Extinguished Easement for State Road Right of Way Reserved by the State - Boca Commerce Tract

In 1946, when the State sold the lands within the present-day Boca Commerce Tract, it reserved a 200-foot-wide state road right of way, lying equally on either side of the centerline of any existing state road. This reservation was extinguished (merged with title) when the State re-acquired the land in 1997.

#### 1.7.19 Arvida and First American Bank of Palm Beach County (First American) - Obsolete Memorandum of Agreement - Knight Tract

In March 1982, Arvida and First American entered into a Memorandum of Agreement that required First American to pay a portion of the “Area Development Costs” associated with APOCE. This obligation was transferred to Knight Investments in 1985 when First American sold the Tract to Knight Investments. These “Area Development Costs” were paid by Knight Investments, and the City and County as part of the Knight Tract acquisition agreement. In December 1995, the Knight Tract was released from any and all future “Area Development Cost” claims associated with the above referenced Memorandum of Agreement.

#### 1.7.20 City and County - Obsolete Interlocal Ecosite Acquisition Agreement – Knight Tract

On February 2, 1993, the City and County entered into an Interlocal Agreement regarding their joint acquisition of the Knight Tract. As part of the Agreement, the City agreed to pay for and hold a two-thirds ownership interest in the Tract, while the County agreed to pay for and hold a one-third ownership interest in the Tract. Since the Knight Tract was jointly acquired by the City and County in March 1994, this Interlocal Agreement is now considered obsolete.

### Inactive Encroachments

#### 1.7.21 Removed Landscape Vegetation Encroachment - Boca Commerce Tract

In 2002, the County removed a 20-foot-wide by approximately 770-foot-long landscape vegetation encroachment within the northern portion of the natural area. The landscape vegetation was located just west of NW 6<sup>th</sup> Avenue.

#### 1.7.22 Removed Gopher Tortoise Fencing Encroachment – Boca Commerce Tract

Wire mesh gopher tortoise fencing was installed along a portion of the western border of the Natural Area south of Clint Moore Road, prior to its acquisition by the State. The gopher tortoise fence, which meandered east and west of the Natural Area property boundary, protected approximately 1,160 linear feet of the Natural Area's boundary. This fence was removed after the Boca Commerce Tract was acquired by the State; it was replaced by a chain link fence.

#### 1.7.23 Removed City of Boca Raton - Water Valve Encroachments – Boca Commerce Tract

Two City of Boca Raton water valves were installed within the Boca Commerce Tract prior to its acquisition by the State. The water valves were located just east of the former Boca Raton Shrine Club parcel, approximately 71 feet north of the Clint Moore Road right of way, and just west of NW 6<sup>th</sup> Avenue, about 270 feet north of NW 77<sup>th</sup> Street (Park 1997). These water valves appear to have been removed from the Natural Area (Pisano 2023).

### 1.8 PLAN DEVELOPMENT AND REVIEW

The BCC approved the initial management plan for this site in June 2001. Subsequent updates to the management plan were approved by the BCC in December 2013. Although it is the County's goal to review each approved management plan at least once every ten years, budget constraints and the resulting loss of staff 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.

State statutes require the FDEP Division of State Lands (DSL) to conduct a land management review every five years for all state-owned conservation lands that are greater than 1,000 acres in size, but do not exclude the review of sites smaller than 1,000 acres. If the FDEP DSL review team has conducted a management review of a site, the findings and recommendations of the review team are required to be considered in the preparation of the 10-year update to that site's management plan. A land management review has not yet been conducted at the Yamato Scrub Natural Area and no management recommendations for this site have been received from FDEP.

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 resources, including rare and imperiled species and vegetation communities; 2) identifies any changes that occurred to those resources subsequent to approval of the most recent 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

restrictions, and management agreements and/or lease conditions; 6) evaluates the effect, if any, of existing recreational uses on the site's natural 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 may be 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 for review and comment. The draft management plan is made available upon request for public review and comment.

The members of NAMAC held a publicly-noticed open house/public hearing on the draft management plan on August 27, 2024 at Palm Beach County's Vista Center in West Palm Beach (Appendix J). A copy of the draft management plan was available through ERM's website for a minimum of 30 days prior to the open house/public hearing. Members of the public, Palm Beach Soil and Water Conservation District, and the City were allowed to submit comments on the draft plan prior to the public hearing, in person during the public hearing, in writing during the one-week period following the public hearing and at the September 20, 2024 meeting of NAMAC. A summary of the received comments only from the public hearing is included as Appendix J. NAMAC members took any comments into consideration prior to forwarding the draft management plan to the BCC with a recommendation that it be approved. This updated management plan was reviewed and approved by ARC on February 14, 2025. Members of the public also had the opportunity to comment on the plan on May 6, 2025 when it was considered and approved by the BCC.

## 1.9 ACQUISITION HISTORY

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. Yamato Scrub was one of the original 14 "high-priority acquisition sites" to be purchased with funds from the 1991 Environmentally Sensitive Lands Bond Referendum.

In February 1993, the County and City signed interlocal agreement for acquisition and management of the 10.38 acre Knight Investments, Inc. tract (Figure 2). The City and County purchased this tract jointly in February 1994 for \$1,452,500 (City contributed \$958,650, County contributed \$493,850).

In 1995 a settlement agreement was approved for acquisition of the 206.74 acre Boca Commerce Center tract for \$17,500,000 – State share (33.1 percent) - \$5,800,000; County share (45.5 percent) - \$7,956,000; City share (21.4 percent) - \$3,744,000; County and City also paid ad valorem assessments of \$1,714,876.13 – County share (2/3) - \$1,143,250.75, City share (1/3) - \$571,625.38. The purchase of this tract was completed in February 1997 (Figure 2). As this was a CARL-funded acquisition, the state took title to the property at closing.

## **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 purposes for the acquisition of this natural area were 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. Acquisition and development 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 purposes of the site's acquisition.

It also has helped the County and City comply with portions of their respective comprehensive plans by preserving and restoring/enhancing the natural 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 basin marsh, hydric hammock, mesic flatwoods, mesic hammock scrub and scrubby flatwoods native vegetation communities (Figure 4). 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 Yamato Scrub Natural Area. The objectives are actions or measureable 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 healthy upland communities (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: One prescribed burn was conducted within the upland communities in 2003. See Section 4.5.1 for detailed information.

Objective B. If prescribed burning in Objective A 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 management units with upland communities have had mechanical vegetative reduction ten times. See Section 4.5.1 for detailed information.

Objective C. Provide habitat for listed species that require early stages of scrub succession and those that require later stages by rotation burning of management units.

Status: Staff has and will continue to use prescribed fire and mechanical vegetation reduction to provide optimal habitat for listed species. See Section 4.5.1 for detailed information.

Objective D. Attempt to meet vegetation structure objectives recommended by the Florida Fish and Wildlife Conservation Commission (FWC) and the Florida Natural Areas Inventory (FNAI) in the 2010 Scrub Management Guidelines for Peninsular Florida (FWC and FNAI 2010), or subsequent updated versions, with appropriate

adjustments made based on the needs of imperiled species present on the site.

Status: Staff has and will continue to remove nonnative vegetation, use prescribed fire and mechanical vegetation reduction to provide optimal habitat for listed species. See Section 4.5.1 for detailed information.

Goal 2. Maintain herbaceous wetland communities as part of the adjacent fire-dependent upland communities (long-term).

Objective A. All prescribed fires from the adjacent fire-dependent upland communities will be allowed to burn into the basin marsh.

Status: There have been no prescribed burns to date that have been within the management unit that contains basin marsh. See Section 4.5.1 for detailed information.

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

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

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

Status: One prescribed burn was conducted within the upland communities in 2003. See Section 4.5.1 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, including gopher tortoise (*Gopherus polyphemus*) 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 7.3 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 4.7 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).

- Objective A. Conduct ongoing invasive/nonnative plant treatments, as needed, to maintain coverage of invasive/nonnative plant species at less than 1 percent of the natural area. An evaluation will be conducted in 2 years to see if goals and objectives are being achieved.

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 4.5.2 for detailed information.

- Objective B. Monitor the site for feral hogs (*Sus scrofa*), domestic and feral cats, stray dogs, green iguanas (*Iguana iguana*), raccoons (*Procyon lotor*) and other nonnative/nuisance animals, as needed, during opportunistic observations and scheduled wildlife surveys, and remove/control populations of nonnative/nuisance animals as necessary and feasible. An evaluation will be conducted in 2 years to see if goals and objectives are being achieved.

Status: The site is monitored for nonnative/nuisance animals as needed. See Section 4.5.3 for detailed information.

#### Hydrological Preservation and Restoration

- Goal 1. Evaluate the success of the basin marsh restoration project (long-term).

- Objective A. Monitor water levels and vegetation in the restored basin marsh to determine if hydroperiods, water levels and vegetation within the

wetland begin to resemble what is found in similar, intact wetlands on other natural areas in Palm Beach County.

Status: The basin marsh restoration project was completed in 2013. Staff continues to monitor water levels. See section 4.5.4 for detailed information.

### Cultural and Historical Resources

Although three linear historical resources – the former Seaboard Airline Railway (8PB12917), Lateral Canal L-40 (8PB12923) and El Rio Canal (8PB12918) - have been identified within and/or adjacent to the natural area, none of these resources is managed by the County. The former Seaboard Airline Railway property that lies just east of the central and southern portions of the natural area is owned and managed by CSX Transportation. The L-40 Canal that runs through the central portion of the natural area and the El Rio Canal that runs along the western edge of the northern portion of the natural area are both managed by the LWDD. The activities proposed in this management plan will have no effect on these resources.

If any new cultural or historical resources are identified on the site, Florida Department of State, Division of Historical Resources (FDHR) management procedures will be followed in order to protect these resources. Any archaeological investigations that are proposed for the state-owned portion of the site will require a 1A-32 permit from FDHR prior to their commencement.

### Sustainable Forest Management

This management objective is not applicable to Yamato Scrub Natural Area. The natural area does not provide commercial forest resources.

### Capital Facilities and Infrastructure

- Goal 1. Maintain the existing facilities and infrastructure in safe condition (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 4.4 for detailed information.

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

Objective A. Maintain public use facilities (cleaning of concrete nature trail, 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 4.4 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 (long-term).

Status: The County has completed construction of its public use facilities and was opened to the public in October 2007. 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 (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 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 4.7, 5.2 and 5.3 for detailed information.

### 3. NATURAL AND CULTURAL RESOURCES

Yamato Scrub Natural Area contains a remnant of the native upland and wetland communities formerly present in southeastern Florida. Urbanization, road 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. There are no beaches or dunes on the property.

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 3.9.

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 SOILS

The soils present on the natural area are depicted in Figure 3. The following generalized soil descriptions are from the United States Department of Agriculture, Natural Resource Conservation Service (USDA, NRCS) website (USDA, NRCS undated) and 1978 Palm Beach County soil maps (United States Department of Agriculture, Soil Conservation Service [USDA, SCS] 1978). Typical ecological community information is from USDA, SCS (1989).

##### 3.1.1 Immokalee fine sand, 0 to 2 percent slope (63 acres)

The Immokalee series consists of nearly-level to gently-sloping, deep and very deep, poorly-drained and very poorly-drained sandy soils. Under natural conditions the water table typically is within 6 to 18 inches of the surface for 1 to 4 months and within 18 to 36 inches of the surface for 2 to 10 months. It is below 60 inches during the dry season. Depressional areas are covered with standing water 6 to 9 months per year or more. South Florida flatwoods is the typical ecological community.

### 3.1.2 Pompano fine sand, 0 to 2 percent slope (31 acres)

The Pompano series consists of nearly level, very deep, very-poorly-drained, sandy soils. Under natural conditions the water table typically is within 10 inches of the surface for 2 to 6 months and within 30 inches for more than 9 months. In depressions, the water table is above the surface for more than 3 months per year. Flatwoods, wetland hammocks and sloughs are the typical ecological communities present on this soil, with cypress swamp and freshwater marsh and ponds in depressional areas.

### 3.1.3 St. Lucie-Paola-Urban land complex, 0 to 8 percent slope (123 acres)

#### 3.1.3.1 St. Lucie

The St. Lucie series consists of nearly level to sloping, excessively-drained, very deep, sandy soils. Under natural conditions the water table is below a depth of 72 inches. Sand pine scrub is the typical ecological community present on this soil.

#### 3.1.3.2 Paola

The Paola series consists of very deep, nearly level to sloping, excessively-drained, deep sandy soils. Under natural conditions the water table is below a depth of 72 inches. Sand pine scrub is the typical ecological community found on Paola soils.

#### 3.1.3.3 Urban Land

This mapping unit consists of soils that have been so altered by dredging, filling or regrading that the parent soil can no longer be easily recognized. It occurs adjacent to and within developed areas. No single soil profile represents this mapping unit.

## 3.2 HYDROLOGY

A healthy basin marsh community once existed within the north-central portion of the natural area where the (restored) basin marsh, disturbed mesic flatwoods and a portion of the disturbed mesic hammock communities now exist (Austin et al. 1977; USGS 1940). This historic basin marsh was bordered to the north and east by a coastal ridge, and to the west by a shallow water wetland/transitional area (Austin et al. 1977; USGS 1940). The marsh drained from the northeast to the southwest, emptying into the north-south “prong” of the Hillsboro River (identified as the “Hillsborough River” on some maps) a few hundred feet west of the present-day natural area (Williams 1870a and 1870b). The Hillsboro River was channelized sometime before 1913 (Austin 1984) and the newly-formed north-south canal became known as the El Rio Canal.

Channelization of the north-south “prong” of the Hillsboro River to form the El Rio Canal and the subsequent construction of the L-40 Canal through the middle of the natural area caused groundwater levels within the site to drop by 6 to 6.5 feet. Ground elevations within the former basin marsh were historically between 10 and 11 feet NGVD and pre-drainage groundwater elevations ranged from 10.5 to 14 feet NGVD (TCRPC 1984). In contrast, current groundwater levels within the north-central portion of the natural area have typically fluctuated between 4.44 and 8.48 feet NGVD (based on hydrological data collected by ERM from 2006 to mid-2023). This drop in the groundwater level eliminated the historic basin marsh community that once existed within the site.

There were no natural bodies of water existing on the natural area at the time of acquisition. At the time of its acquisition, the El Rio Canal and the L-40 Canal were the only water bodies within or adjacent to the natural area. Both of these canals are managed by LWDD. The L-40 Canal which bisects the natural area north of Clint Moore Road receives stormwater from developments located east of the site. The water in the L-40 Canal drains to the west and into the El Rio Canal (LWDD 2012). The portion of the El Rio Canal that lies adjacent to the natural area drains to the south and eventually connects with the Hillsboro Canal (LWDD 2012). Water levels within the L-40 and El Rio Canals are controlled by a water control structure that is located within the El Rio Canal approximately 2.8 miles south of its intersection with the L-40 Canal (LWDD 2012). Although the control elevation for both the L-40 and El Rio Canals is 4.3 feet NGVD (LWDD 2012), water levels near the natural area tend to be a little higher than the stated control elevation. Based on hydrological data collected by ERM from mid-2007 to mid-2023, water levels in the L-40 Canal typically fluctuate between 4.5 and 5.0 feet NGVD within the boundary of the natural area. Following significant rain events, water levels in the L-40 Canal can rise to a height of 7 feet NGVD. During periods of drought, water levels within the L-40 Canal can drop below 4 feet NGVD. Water levels within the L-40 Canal are typically 1.5 to 2.0 feet lower than groundwater levels in the natural area. As a result, groundwater from the natural area seeps into the L-40 Canal year-round.

Between 2005 and 2009, a wetland restoration project was conducted on the natural area to recreate a portion of the basin marsh community. The restoration work included the creation of two unconnected ponds - one shallow pond that is designed to dry out during the dry season and one deeper pond which is designed to hold water year round. This project was deemed successful in re-creating the proper hydroperiod on the site. Additional information on the basin marsh restoration project is provided in Section 4.5.4, Restoration and Enhancement Projects. The two ponds are classified as Class III waters by the State. Class III includes surface waters that are used for fish consumption, recreation, and propagation of a healthy, well-balanced population of fish and wildlife. There are no Outstanding Florida Waters on the site.

No improper storage or disposal of hazardous wastes which could pose a serious threat to local groundwater resources are permitted on the natural area, and precautions were taken prior to acquisition of the site to insure that the site was not contaminated at the time of purchase. Environmental audits were performed on all tracts within the site prior to their acquisition by the

state and City/County. No significant hazardous waste sites were identified during these audits, although some areas containing small amounts of potentially hazardous waste were found (Keith & Schnars 1994). These areas, which were associated with illegal dumping activities, were cleaned up and the waste materials disposed of properly prior to acquisition of the natural area properties. The 1994 audit report for the Knight tract (Keith & Schnars 1994) contained a statement that a gas station in the vicinity of the site had a leak in its underground storage tanks in August 1989, but that it was unlikely that contaminated groundwater would ever reach the natural area due to the distance between the contaminated site and the natural area, and the presence of the El Rio Canal between the two sites (Keith & Schnars 1994).

### 3.3 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 4). 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 4.5). They will be maintained through the implementation of invasive/nonnative plant and nonnative/nuisance animal control programs (see Sections 4.5.2 and 4.5.3), through the closure of all old OHV trails that are not part of the management accessway/firebreak system, through security measures designed to eliminate OHV use and dumping (see Section 4.7), and through the maintenance of more natural hydroperiods. Fire-maintained communities – Basin Marsh, Mesic Flatwoods, Scrub and Scrubby Flatwoods - also will be maintained through the implementation of a prescribed burn program and/or through mechanical vegetation reduction (see Section 4.5.1).

Since the writing of the last management plan, ERM has been successful in implementing active habitat management techniques at Yamato Scrub. The resulting restoration has converted some areas defined in the last management plan as disturbed to undisturbed. In addition, the use of improved technology and analysis has produced a more accurate assessment of the plant communities, and the acreage they occupy, at Yamato Scrub.

The only area that lacks a natural community is the “developed area” (Figure 4). This 1.9-acre area includes the parking lot and entrance driveway.

### 3.3.1 Basin Marsh (4.7 acres)

Basin marshes are regularly inundated, isolated or mostly isolated freshwater herbaceous wetlands situated in a relatively large basin, usually with shallow to deep zones of aquatic vegetation and patches of shrubs. They occur as large, deep inclusions in fire-maintained upland communities and as inclusions in non-pyrogenic communities. They also may be found along fluctuating lake shorelines, at the bottom of disappearing lakes or at the head of broad, low basins which were former embayments when sea levels were higher. The hydroperiod is generally around 200 days per year (FNAI and FDNR 1990). Typical basin marsh plant species found in the County include American white waterlily (*Nymphaea odorata*), American lotus (*Nelumbo lutea*), spatterdock (*Nuphar advena*), pickerelweed (*Pontederia cordata*), bulltongue arrowhead (*Sagittaria lancifolia*), southern cattail (*Typha domingensis*), Jamaica swamp sawgrass (*Cladium jamaicense*), softstem bulrush (*Schoenoplectus tabernaemontani*), maidencane (*Panicum hemitomon*), smooth beggarticks (*Bidens laevis*), dotted smartweed (*Persicaria punctata*), sand cordgrass (*Spartina bakeri*), sweetscent (*Pluchea odorata*), spadeleaf (*Centella asiatica*), blue waterhyssop (*Bacopa caroliniana*), coastalplain willow (*Salix caroliniana*), elderberry (*Sambucus nigra* subsp. *canadensis*), common buttonbush (*Cephalanthus occidentalis*) and wax myrtle (*Morella cerifera*). Listed animal species found in Palm Beach County that are typically associated with basin marshes include snowy egret (*Egretta thula*), little blue heron (*Egretta caerulea*) and tricolored heron (*Egretta tricolor*) (FNAI and FDNR 1990, Pranty et al. 2006).

Fire maintains open herbaceous basin marshes by restricting shrub invasion. The frequency of natural fire in basin marshes is dependent upon the hydrology of the marsh and its exposure to fire from the surrounding communities. The basin marsh community at the natural area will be allowed to burn at the same time and frequency as the adjacent fire-maintained communities.

Historically there were approximately 18.8 acres of basin marsh at the natural area. However, as the groundwater table within the site dropped, all of the onsite wetlands were lost. A restoration project was completed post-acquisition which recreated a portion of the basin marsh community and is discussed in the 2013 management plan. The basin marsh community at the natural area currently occupies 4.7 acres.

FNAI (2024) tracks basin marsh as G4/S3 - apparently secure globally but very rare and local in Florida, found locally in a restricted range, or vulnerable to extinction due to other factors.

### 3.3.2 Disturbed Hydric Hammock (0.4 acres)

Disturbed hydric hammocks are those hydric hammocks that have been disturbed by invasive/nonnative plant invasion, hurricane tree fall, road construction, the digging of canals, and/or previous agricultural and/or borrow pit uses. This community typically has significant amounts of ruderal and transitional plants, and may have had significant amounts of invasive nonnative plants prior to implementation of the invasive/nonnative plant control program.

Prescribed fire will be allowed to burn into the disturbed hydric hammock community as far as available fuels and moisture levels allow it to go. The disturbed hydric hammock community at the natural area currently occupies 0.4 acres.

### 3.3.3 Mesic Flatwoods (21.5 acres)

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, dwarf huckleberry (*Gaylussacia dumosa*), shiny blueberry (*Vaccinium myrsinites*), dwarf live oak (*Quercus minima*), running oak (*Quercus pumila*), wiregrass (*Aristida stricta*), 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. 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.

This 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 management units that contain the mesic flatwoods community, and reduce the risk of catastrophic wildfire. The mesic flatwoods community at the natural area currently occupies 21.5 acres.

FNAI (2024) tracked mesic flatwoods as G4/S4 - apparently secure globally and in Florida, but possibly rare in part of its range.

### 3.3.4 Mesic Hammock (20.9 acres)

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 (*Sabal palmetto*) 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*).

Prescribed fire will be allowed to burn into the mesic hammock community as far as available fuels and moisture levels allow it to go. The mesic hammock community at the natural area currently occupies 20.9 acres.

FNAI (2024) tracks 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.

### 3.3.5 Scrub (143.4 acres)

Scrub communities occur on sand ridges along former shorelines and are characterized by very-well-drained soils, a relatively open canopy, a dense-to-open understory layer and a sparse groundcover layer. Scrub communities are composed of evergreen shrubs, with or without a canopy of pines. The signature species – three species of scrub oaks (myrtle oak [*Quercus myrtifolia*], sand live oak [*Quercus geminata*] and Chapman's oak [*Quercus chapmanii*]), sand pine (*Pinus clausa*) and Florida rosemary (*Ceratiola ericoides*) – are found in scrub statewide. Other typical scrub plant species that occur in the County include saw palmetto, threeawns (*Aristida* spp.), hairsedges (*Bulbostylis* spp.), pinweeds (*Lechea* spp.), jointweeds (*Polygonella* spp.), sandyfield beaksedge (*Rhynchospora megalocarpa*) and ground lichens (*Cladina* spp. and *Cladonia* spp.).

Scrub is a fire-maintained community. Periodic fire is one of the physical disturbances that help maintain the areas of open sand that characterize typical scrub. Fire is necessary for the growth and proliferation of many of the rare and/or endemic species that are found in scrub communities in Florida. This 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 conducting a prescribed burn in an urban environment. If an "ideal" burn frequency cannot be met, mechanical vegetative reduction methods will be used, as needed, to create a mosaic

of natural communities and successional stages within the site, and reduce the risk of catastrophic wildfire.

The density of key species within a scrub canopy often is a reflection of fire frequency. Individual sand pines usually are killed by fire, but replaced through reseedling. It takes nearly 10 years for the replacement stand of sand pines to mature and begin producing new seeds, and sand pines start to die off once they reach 50 years of age (FNAI 2010). Therefore, fires that occur at relatively short intervals (before replacement trees become mature enough to produce seeds) or at relatively long intervals (approaching, or beyond, the normal reproductive life of sand pine) may eliminate sand pines from a scrub community. Similarly, Florida rosemary succumbs to fire and is reestablished from seed. This species requires 10 to 15 years to reach reproductive maturity and becomes senescent around 40 years of age. As a result, Florida rosemary also may be eliminated from scrub due to too frequent or too infrequent fire. Most of the other scrub species resprout readily from root-shoots following fire.

The scrub community at the natural area currently occupies 143.4 acres.

FNAI (2024) tracks scrub as G2/S2 - imperiled both globally and in Florida because of rarity or vulnerability to extinction.

### 3.3.6 Disturbed Scrub (1.1 acres)

Disturbed scrub typically has many of the same plant species as intact scrub, but the plants are smaller and sparser, and there are larger expanses of bare sand. There also is a higher-than-normal percentage of ruderal and invasive/nonnative plants such as rose natalgrass (*Melinis repens*). Pioneer, high-light environment scrub plant species such as skyblue lupine (*Lupinus diffusus*), narrowleaf silkgrass (*Pityopsis graminifolia*), Feay's prairieclover (*Dalea feayi*) and Deckert's pinweed (*Lechea deckertii*) are more common. The higher percentage of herbaceous plants provide an important food source for gopher tortoises. The disturbed scrub community at the natural area 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 in an urban environment. If an "ideal" burn frequency cannot be met, mechanical vegetative reduction methods will be used, as needed, to create a mosaic of natural communities and successional stages within the site, and reduce the risk of catastrophic wildfire. The disturbed scrub community at the natural area currently occupies 1.1 acres.

### 3.3.7 Scrubby Flatwoods (22 acres)

Scrubby flatwoods are characterized as having an open canopy of widely-spaced pine trees and a low, shrubby understory dominated by scrub oaks and saw palmetto, often interspersed with areas of barren white sand. Scrubby flatwoods will not flood, even under extremely wet conditions (Abrahamson and Hartnett 1990). The principal canopy species in South Florida is slash pine. In

the County the understory consists of one or more of three scrub oaks - myrtle oak, Chapman's oak and sand live oak - and shrubs typical of mesic flatwoods such as saw palmetto, gallberry, coastalplain staggerbush, fetterbush and deerberry (*Vaccinium stamineum*). Grasses and subshrubs include wiregrass, broomsedge bluestem (*Andropogon virginicus*), little bluestem (*Schizachyrium scoparium*), dwarf live oak, shiny blueberry, dwarf huckleberry, gopher apple (*Licania michauxii*), Chapman's goldenrod (*Solidago odora* var. *chapmanii*), running oak, coastalplain honeycombhead (*Balduina angustifolia*), narrowleaf silkgrass and October flower (*Polygonella polygama*).

Due to the relatively sparse ground cover and the presence of open, sandy areas, natural fire frequency in scrubby flatwoods is lower than in other flatwoods communities (Abrahamson and Hartnett 1990). Under natural conditions, this community burns once every 5 to 15 years. Scrubby flatwoods tend to burn in a spotty fashion leaving a mosaic of lightly-burned, intensely-burned and unburned areas.

The scrubby flatwoods community at the natural area 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 in an urban environment. If an "ideal" burn frequency cannot be met, mechanical vegetative reduction methods will be used, as needed, to create a mosaic of natural communities and successional stages within the site, and reduce the risk of catastrophic wildfire. The scrubby flatwoods community at the natural area currently occupies 22 acres.

FNAI (2024) tracks scrubby flatwoods as G2/S2? - imperiled both globally and in Florida because of rarity or vulnerability to extinction. The question mark indicates that the state status is questionable at present.

### 3.3.8 Disturbed Scrubby Flatwoods (0.1 acres)

Disturbed scrubby flatwoods are former scrubby flatwoods communities that have been impacted by prior agricultural activities, illegal dumping, OHV use and/or invasion by invasive/nonnative plant species. Disturbed scrubby flatwoods also may be created when a former mesic flatwoods area becomes over drained. Prior to the site's acquisition by the County, the disturbed scrubby flatwoods plant community included a mixture of scrubby flatwoods, ruderal and invasive/nonnative species. Most of the invasive/nonnative plant species have been removed from this community, but some ruderal species are still present. Fire frequency is largely controlled by the fire frequency in the surrounding upland communities. This community will be prescribed burned at the same time and interval as the adjacent fire-maintained communities. The disturbed scrubby flatwoods community at the natural area currently occupies 0.1 acres.

### 3.4 PLANTS AND ANIMALS - OVERVIEW

As of October 2023, 396 species of plants have been recorded at the natural area (Appendix A). Of these, fifteen have been listed for protection or special management by a government agency or have been tracked by FNAI (Table 1). Ninety-nine species of plants recorded at the site are not native to the South Florida mainland (see Section 4.5.2 and Appendix A).

As of October 2023, 286 species of animals have been recorded at the natural area. Twenty-nine of these species have been listed for protection or special management by a government agency or have been tracked by FNAI (Table 2). Six species of invertebrates and nineteen species of vertebrates recorded at the site are not native to the South Florida mainland (see Section 4.5.3 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. The plant and animal totals represent what has been recorded throughout the County's management of the site and may not reflect all species currently present during the writing of the management plan.

### 3.5 LISTED SPECIES

#### 3.5.1 Plants

Fifteen plant species recorded at the natural area have been listed for protection or special management by at least one governmental agency or have been tracked by FNAI (Table 1). These species will be protected as components of the natural communities of which they are a part. All listed/tracked 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, avoiding the areas in which the plants occur during mechanical vegetation reduction activities and prescribed burn activities or relocating individual plants to other locations on the site prior to a prescribed burn. Information regarding the monitoring of listed/tracked plant species is provided in Section 7.2.

This section includes a brief description of each listed/tracked plant species and any species-specific management/protection strategies that may be used to protect that species. The tracking and designations assigned to the species are provided in Table 1. Listed/tracked 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.

#### Banded airplant (*Tillandsia flexuosa*)

This epiphytic bromeliad was first recorded at the natural area in 1985 by Richardson (1985); it is rarely observed at the natural area. Banded airplant is typically found in hammocks and cypress swamps; ERM staff also observes this species in scrub communities within the County's natural areas (Griffiths and Tolbert 2018). 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).

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

This epiphytic bromeliad was first recorded at the natural area in 1984 by consultants for Treasure Coast Regional Planning Council (TCRPC) (TCRPC 1984); it is occasionally 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).

#### Coontie (*Zamia integrifolia*)

This long-lived dioecious cycad was first recorded at the natural area by ERM staff in 2014; it is occasionally observed at the natural area. It is typically found in oak hammocks, pinelands and shell middens. Coontie is fire tolerant. Because it produces both neurotoxins and carcinogens (University of North Florida 2012), care should be taken when handling this plant.

#### Curtiss' milkweed (*Asclepias curtissii*)

This extremely rare, endemic perennial herb was first recorded at the natural area in 1984 by consultants for TCRPC (TCRPC 1984); it is very rarely observed at the natural area. It is typically found in scrub, usually in close association with woody shrubs that provide shade (Mondo et al. 2010).

#### Cutthroatgrass (*Coleataenia abscissa*)

This endemic perennial grass was first recorded at the natural area in 1998 by Institute for Regional Conservation (IRC) (Bradley and Woodmansee 1998); it is frequently observed at the natural area. Several thousand clumps were relocated from an adjacent development site to a 2-acre

cutthroatgrass restoration area in the drained basin marsh in 1999 (see Section 4.5.4.1). Cutthroatgrass is typically found in wet flatwoods and seepage areas. This species flowers only after a fire, when mowed, or otherwise disturbed. Cutthroatgrass is more vigorous when it experiences seasonal flooding and frequent fires (Yahr et al. 2000), but is capable of persisting even when drained and fire-excluded.

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

This epiphytic orchid was first recorded at the natural area by ERM staff in 2021; it is rarely 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 in 1985 by Richardson (1985); it is rarely 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 in 1998 by IRC (Bradley and Woodmansee 1998), but has not been recorded since 2005. 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 1991; it is occasionally 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).

#### Largeflower false rosemary (*Conradina grandiflora*)

This endemic shrubby mint was first recorded at the natural area in 1984 by TCRPC (TCRPC 1984); it is rarely observed at the natural area. This small shrub is typically found in scrub and scrubby flatwoods (Gann et al. 2016a). It is adapted to fire.

### Pinepink (*Bletia purpurea*)

One individual of this perennial orchid was recorded at the natural area in 2010 by ERM staff, but that individual is no longer present. It is typically found in rocky pinelands, flatwoods or on stumps, knees and tree bases in cypress swamps.

### Sand dune spurge (*Euphorbia cumulicola*)

This endemic herb was first recorded at the natural area in 1985 by Richardson (1985); it is frequently observed at the natural area. It is typically found in scrub and on dunes. Sand dune spurge is adapted to fire.

### Saw palmetto (*Serenoa repens*)

This perennial shrub was first recorded at the natural area by ERM staff in 1984 by TCRPC (TCRPC 1984); 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.

### Scrub pinweed (*Lechea cernua*)

This endemic forb was first recorded at the natural area in 1984 by TCRPC (TCRPC 1984); it is rarely observed at the natural area. Scrub pinweed is typically found in scrub. It is adapted to fire.

### West Indian mahogany (*Swietenia mahagoni*)

This semi-deciduous tree was first recorded at the natural area in 2010 by ERM staff; it is rarely observed at the natural area. It is typically found in tropical hammocks and disturbed areas. West Indian mahogany is susceptible to fire.

## 3.5.2 Animals

Twenty-nine animal species recorded at the natural area have been listed for protection or special management by at least one governmental agency or have been tracked by FNAI (Table 2). The listed/tracked 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/tracked 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 discovered in the future; and by enforcing anti-poaching regulations.

This section includes a brief description of each listed/tracked animal species, including the habitats in which it is typically found and the species' primary diet. The tracking and designations

assigned to the species are provided in Table 2. Listed/tracked 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 2007; it is very rarely 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).

Bald eagle (*Haliaeetus leucocephalus*)

This very large bird of prey was first recorded at the natural area by ERM staff in 2002; it is very rarely 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 2002; it is very rarely 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).

Caspian tern (*Hydroprogne caspia*)

This large, gull-like tern was first recorded flying over the natural area by ERM staff in 2006. It has not been recorded on the natural area since that time. It inhabits coastal beaches, open saltwater and open freshwater habitats (Maehr and Kale 2005). This species feeds primarily on fish (Pranty et al. 2006). Caspian terns nest on the ground in rookeries on coastal islands, and are not known to breed in southeastern Florida

#### Cassius blue butterfly (*Leptotes cassius theonus*)

This small butterfly was first recorded at the natural area by ERM staff in 2010; it is very rarely observed at the natural area. Cassius blue butterflies are locally common along the edges of hammocks, thickets, disturbed areas and gardens (Minno et al. 2005). Its larval food plants include Florida hammock milkpea (*Galactia striata*), eastern milkpea (*Galactia volubilis*), false tamarind (*Lysiloma latisiliquum*), Florida Keys blackbeard (*Pithecellobium keyense*), hairypod cowpea (*Vigna luteola*), rosary pea (*Abrus precatorius*) and cape leadwort (*Plumbago auriculata*). Eastern milkpea, hairypod cowpea, and rosary pea have been recorded on the natural area.

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

This large, heavy-bodied, venomous snake was first recorded at the natural area by ERM staff in 1990; it is very rarely 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 first recorded at the natural area in 1984 by Dr. Frederick Cichocki of the College of Boca Raton (now Lynn University). It has not been recorded on the natural area since that time. 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).

#### Florida deer mouse (*Peromyscus floridanus*)

This endemic small mammal was first recorded at the natural area in 1984 by TCRPC (1984); it is very rarely observed at the natural area. It feeds primarily on seeds, plants, fungi and insects (FWC 2013a). This species prefers fire-maintained, xeric upland habitats, especially scrub and sandhills (FWC 2013a). The Florida deer mouse is considered to be a commensal of the gopher tortoise (FWC 2013a); it makes a shelf or cavity in the wall of the gopher tortoise burrow or a nest chamber in the side of the burrow (Ashton and Ashton 2008).

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

This large wading bird was first recorded at the natural area by ERM staff in 2006. It has not been recorded on the natural area since that time. 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 is not known to nest on the site.

#### Florida scrub lizard (*Sceloporus woodi*)

This small, endemic lizard was first recorded at the natural area in 1984 by TCRPC (1984). It has not been recorded on the natural area since 2004. The Florida scrub lizard feeds primarily on insects, spiders and small arthropods (Branch and Hokit 2008). Its habitats are sand pine scrub and other xeric habitats where dry, well-drained, deep sandy soils with open patches of unvegetated sand are present (Jackson 1973).

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

This medium-large wading bird was first recorded at the natural area by ERM staff in 2012. It has not been recorded on the natural area since that time. 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 Richardson et al. in 1986 (Richardson et al. 1986); it is frequently 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). ). Although the natural area has 180 acres of suitable gopher tortoise habitat, current populations are at carrying capacity and it is not feasible for Yamato Scrub Natural Area to be utilized as a recipient site for gopher tortoise relocation. An economic feasibility study was not conducted because the site is at capacity.

The close proximity of the natural area to smoke-sensitive areas severely limits the use of prescribed fire as a gopher tortoise habitat management tool. Therefore, mechanical vegetation reduction activities were conducted as noted in the table below to reduce fuel loads and create open space suitable for gopher tortoises. In the future, mechanical vegetation reduction activities may be used in lieu of fire, or in addition to fire, when it is not possible to conduct prescribed burns at

the “ideal” burn intervals outlined in Sections 2.1 and 4.4.1. A portion of the mechanical vegetation reduction costs were paid by a 2011/2012 \$14,968 FWC Gopher Tortoise Habitat Management grant.

Year	Reduction Type	Management Units
2009	Mechanical Vegetation Reduction	Units 2 & 3
2011	Mechanical Vegetation Reduction	Unit 6
2012	Mechanical Vegetation Reduction	Units 1,3,5 & 6
2013	Mechanical Vegetation Reduction	Units 2,3,4 & 7
2014	Mechanical Vegetation Reduction	Units 1 & 2
2015	Mechanical Vegetation Reduction	Units 2,4,5,6 & 7
2017	Mechanical Vegetation Reduction	Units 3,4,5,6 & 7
2018	Mechanical Vegetation Reduction	Mgmt Roads
2019	Mechanical Vegetation Reduction	All Units
2020	Mechanical Vegetation Reduction	Units 6 & 7
2023	Mechanical Vegetation Reduction	Units 2 & 3

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

This nonmigratory bird species was recorded at the natural area by ERM staff in 2012; it is frequently 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 2006; it is occasionally 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 2010; it is occasionally 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).

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

This medium-sized heron was first recorded at the natural area by ERM staff in 2006; it is frequently observed at the natural area. Little blue herons feed on small fish and amphibians, aquatic crustaceans, insects, worms and snakes (FWC 2013b). 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.

### Louisiana waterthrush (*Parkesia motacilla*)

This small, uncommon, songbird was first recorded at the natural area by ERM staff in 2013. It has not been recorded on the natural area since that time. The Louisiana waterthrush feeds on insects, spiders, worms, snails and small crustaceans (Pranty et al. 2006). It is typically found in hardwood and cypress swamps, mesic hammocks, and in mixed pine and hardwood forests (Maehr and Kale 2005). This species migrates through Florida from March to April and from July to September; it does not nest in South Florida (Pranty et al. 2006).

### Malachite (*Siproeta stelenes*)

This large butterfly was first recorded at the natural area by ERM staff in 2013; it is rarely observed at the natural area. Malachite larvae feed mainly on Browne's blechnum (*Ruellia blechnum*) (Minno et al. 2005), a nonnative, weedy plant that has not been recorded at the natural area. This species is typically found in upland hammocks, thickets, groves and shrubby disturbed areas.

### Merlin (*Falco columbarius*)

This small- to medium-sized falcon was first recorded at the natural area by ERM staff in 2008; it is rarely observed at the natural area. This species preys chiefly on small birds, but may feed on small mammals and insects (Maehr and Kale 2005, Pranty et al. 2006). Merlins can be seen in virtually any open habitat, usually near water (Pranty et al. 2006). These migratory falcons can be locally common along the Atlantic coast of Florida from September to April. This species does not nest in Florida.

### Painted bunting (*Passerina ciris*)

This colorful, migratory songbird species was first recorded at the natural area by Gaby and Gaby, Inc. (Gaby and Gaby, Inc. 1990); it is rarely observed at the natural area. Painted buntings feed primarily on seeds, but also eat small fruits, insects and spiders (Maehr and Kale 2005, Pranty et al. 2006). They are found in dense vegetation along hammock and woodland edges and in abandoned citrus groves and urban areas. This species frequently overwinters in southern and central Florida, but does not nest south of Brevard County (Pranty et al. 2006).

### Peregrine falcon (*Falco peregrinus*)

This large migratory raptor was first recorded at the natural area by Gaby and Gaby, Inc. in 1987 (Gaby and Gaby, Inc. 1987); it is rarely observed at the natural area. It feeds on a variety of birds, including ducks, shorebirds and gulls (Pranty et al. 2006). The peregrine falcon inhabits a variety of open, mostly coastal habitats, as well as inland lakes and marshes (Maehr and Kale 2005, Pranty et al. 2006). Florida represents an important wintering area for this species, especially for the Arctic subspecies (Maehr and Kale 2005). This species does not nest in Florida (Pranty et al. 2006).

### Red widow spider (*Latrodectus bishopi*)

Red widow spiders were first recorded at the natural area by Gaby and Gaby, Inc. in 1990 (Gaby and Gaby, Inc. 1990). It has not been recorded on the natural area since 2000. This venomous, nocturnal spider is endemic to Florida; it makes its web in saw palmettos, primarily in sand pine scrub and scrubby flatwoods habitats in central and southeast Florida (Carrel 2001, Short and Castner 2003).

### Roseate spoonbill (*Platalea ajaja*)

This large, colorful wading bird was first recorded at the natural area by ERM staff in 2011; it is rarely 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.

### Snowy egret (*Egretta thula*)

This wading bird was first recorded at the natural area by ERM staff in 2004; it is occasionally observed at the natural area. The snowy egret feeds on a variety of fish, aquatic crustaceans,

insects, and small amphibians, worms or snakes (FWC 2013b). 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.

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

This long-tailed bird of prey was first recorded at the natural area by ERM staff in 2010; it is occasionally 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.

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

This long-necked wading bird was first recorded at the natural area by ERM staff in 2002; it is occasionally 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 1996; it is occasionally 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 2019). The wood stork is not known to nest at this natural area.

### Worm-eating warbler (*Helminthos vermivorum*)

This uncommon migratory warbler was first recorded at the natural area by Gaby and Gaby, Inc. in 1990 (Gaby and Gaby, Inc. 1990); it is rarely observed at the natural area. Its diet consists mostly of caterpillars, other insects and spiders (Pranty et al. 2006, Vitz et al. 2013). Migrating worm-eating warblers are typically found in deciduous hardwood habitats (Maehr and Kale 2005). In Florida, this species is present as a migrant from late March to early May and from late August to early October; a few individuals may overwinter in South Florida. This species does not nest in South Florida (Pranty et al. 2006).

### 3.6 MINERAL RESOURCES

There are no known commercially viable oil, gas, or phosphate deposits, or any other mineral resources at the natural area. All known mineral resources rights on the state-owned portion of the natural area are owned by the State of Florida; all known mineral resources rights on the city- and county-owned tract are owned jointly by the City and the County.

### 3.7 UNIQUE NATURAL FEATURES AND OUTSTANDING NATIVE LANDSCAPES

Iverson and Austin (1988) divided Palm Beach County into a number of biogeographic regions which correlated with the biological and physiographic features of the County. They identified the Present Dune - the area immediately adjacent to the Atlantic Ocean - and the Pamlico Ridge - an area of Pleistocene dunes west of and historically separated from the Present Dune by a series of sloughs, rivers and lakes as native landscape features. The Yamato Scrub Natural Area includes a portion of the Pamlico Ridge.

Within the context of Palm Beach County, the Pamlico Ridge within the Yamato Scrub Natural Area should be considered a unique natural feature. Very few areas exist in the County where the Pamlico Ridge can be viewed in a relatively unaltered state. There are no coral reefs, springs, rapids, caverns, sinkholes, “Outstanding Florida Waters” or state- or nationally-designated wild and scenic rivers at the natural area. The entire natural area should be considered an outstanding native landscape containing relatively unaltered flora, fauna and geologic conditions.

### 3.8 RESOURCES ON THE PROPERTY THAT ARE LISTED IN THE FLORIDA NATURAL AREAS INVENTORY

A letter from FNAI on the resources that FNAI has listed as occurring on this site is provided in Appendix H. Information on all new listed species recorded at the natural area will be provided to FNAI, using the form that is available on the FNAI web site. The plant communities present on the natural area that are tracked by FNAI (2024) are identified in Section 3.3. Plant and animal

species recorded at the natural area that are tracked by FNAI are listed in Tables 1 and 2, respectively.

### 3.9 ARCHAEOLOGICAL AND HISTORICAL RESOURCES

Although three linear historical resources – the former Seaboard Airline Railway (8PB12917), Lateral Canal L-40 (8PB12923) and El Rio Canal (8PB12918) - have been identified within and/or adjacent to the natural area, none of these resources is managed by the County. The former Seaboard Airline Railway property that lies just east of the central and southern portions of the natural area is owned and managed by CSX Transportation. The L-40 Canal that runs through the central portion of the natural area and the El Rio Canal that runs along the western edge of the northern portion of the natural area are both managed by the LWDD. 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. 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). Any archaeological investigations that are proposed for the state-owned portion of the site will require a 1A-32 permit from FDHR prior to their commencement.

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

Baseline environmental assessments of the existing plant communities, and plants and animals were conducted by ERM staff between 1988 and 1996. 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 1997 and 2024 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**

Management activities are primarily the responsibility of the County, with assistance from the City and volunteers from the local community. These activities are coordinated by ERM. An initial interlocal agreement, which includes a breakdown of management responsibilities, was approved by the County and the City in June 2001. An updated interlocal agreement was approved in August 2010 (see Appendix F). This interlocal agreement rescinded the initial 2001 interlocal agreement. The County does not anticipate sharing management of the natural area with any other government agencies.

Since this site does not contain commercially-viable quantities of timber, suitable pasture lands, or other commercially-viable resources, there is little interest in the site by private land managers. Additionally, there are very few private conservation land managers in southeastern Florida. For these reasons, management will have to be performed by public agencies.

### **4.2 MANAGEMENT UNITS**

The natural area is divided into seven management units using management accessways, and natural and manmade features as boundaries and firebreaks (Figure 5). 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 24 to 37 acres, and are small enough to 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. No changes were made to the management units since the last plan.

### **4.3 MANAGEMENT NEEDS AND PROBLEMS**

The primary goal of site management is 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. The primary management needs at this site currently

include: 1) restoration of a more natural fire regime; 2) maintenance of more natural hydrological conditions within wetland areas; 3) removal/control of invasive/nonnative plants and certain nonnative/nuisance animals; and 4) prevention of unauthorized uses.

The natural area consists predominantly of fire-maintained ecosystems. Before its acquisition by the County, fires had been suppressed on the site for more than half a century. Restoration of a natural fire regime is necessary to maintain the native, fire-maintained plant communities as well as to ensure the continuance of fire-dependent listed species populations. Fire management is addressed in Section 4.5.1 and in the Fire Management Plan (Appendix G).

All natural wetlands were eliminated on the site due to the construction of a regional drainage system and from the construction of adjacent roads (see Section 3.2). The restoration of more natural hydrological conditions within the natural area is necessary to maintain and restore historic wetlands within the natural area to the greatest extent practicable given the urbanized environment surrounding the site. Activities which have adversely affected the site's hydrology are described in Section 3.2. Hydrological restoration activities completed on the natural area are described in Subsection 4.5.4.

Prior to the site's acquisition by the County, land clearing activities, dumping and/or other man-made alterations resulted in the loss of native vegetation from portions of the natural area. The affected areas were subsequently invaded by invasive/nonnative plant species. Shortly after the site's acquisition, the County began a concerted effort to remove/control invasive/nonnative plants on the site (see Subsection 4.5.2). As of 2013 the County's efforts have reduced the aerial coverage of nonnative plants to less than 1 percent of the site, however, ongoing nonnative plant control efforts will be required to maintain the site in a healthy vegetative condition. Steps also have been taken to control nonnative/nuisance animals which adversely affect native plants or animals on the site (see Subsection 4.5.3).

Human-caused impacts from unauthorized activities such as OHV uses, unauthorized or off-trail uses, dumping, poaching of listed plant species, removal/destruction of signs and the painting of graffiti on public use facilities are an ongoing management concern. Measures taken to prevent these types of activities are described in Section 4.7.

## 4.4 MAINTENANCE

### 4.4.1 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.

#### 4.4.2 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.

#### 4.4.3 Facilities Maintenance

County staff will be responsible for the maintenance of the nature trail, hiking trails, interpretative kiosks, permanent dedication sign and other signage, fences, gates, parking lot, bike rack, and management accessways/firebreaks. The City is responsible for the maintenance of the El Rio Trail and associated facilities constructed/installed by the City, which includes a 12-foot wide concrete multiuse trail, post and rail fencing, vehicle access gates, trailhead sign, pedestrian maze gate, bike rack, kiosk and bench.

#### 4.4.4 Arthropod Control Plan

The Yamato Scrub Natural Area has been identified by the State, County and City as an environmentally sensitive and biologically highly productive area (Section 388.4111, Florida Statutes). Since the use of chemical arthropod control methods would adversely affect existing fish, wildlife and other natural resources, the natural area has not been included in Palm Beach County's Mosquito Control Division's general work plan. The only form of arthropod control proposed for the site is the maintenance of the deeper water, northern portion of the restored/created basin marsh community. This deeper water area should support enough mosquito fish to provide reasonable, year-round biological control of mosquitoes on the site.

### 4.5 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 4.5.1), implementation of invasive/nonnative plant and nonnative/nuisance animal control programs (see Sections 4.5.2 and 4.5.3, respectively), exclusion of unauthorized uses (see Section 4.6) and completion of several environmental restoration/enhancement projects (see Section 4.5.4).

#### 4.5.1 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, mesic flatwoods, scrub, and scrubby flatwoods). Natural fire can no longer spread from adjacent lands onto the natural area because most of the surrounding fire-dependent communities have been lost to 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 will be 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 and the City's Fire-Rescue Department. 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 G). 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. Staff also may investigate the use of micro-burns to help restore habitat and increase species diversity.

Each management 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>
2003	Prescribed Burn	Unit 7
2009	Mechanical Vegetation Reduction	Units 2 & 3
2011	Mechanical Vegetation Reduction	Unit 6
2012	Mechanical Vegetation Reduction	Units 1,3,5 & 6
2013	Mechanical Vegetation Reduction	Units 2,3,4 & 7
2014	Mechanical Vegetation Reduction	Units 1 & 2
2015	Mechanical Vegetation Reduction	Units 2,4,5,6 & 7
2015	Wildfire	Units 3 & 4
2017	Mechanical Vegetation Reduction	Units 3,4,5,6 & 7
2018	Mechanical Vegetation Reduction	Mgmt Roads
2019	Mechanical Vegetation Reduction	All Units
2020	Mechanical Vegetation Reduction	Units 6 & 7
2022	Wildfire	Units 2 & 3
2023	Mechanical Vegetation Reduction	Units 2 & 3
2024	Wildfire	Units 1, 2 and 3

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. A portion of the mechanical vegetation reduction costs were paid by a 2011/2012 \$14,968 FWC Gopher Tortoise Habitat Management grant.

There have been four wildfires on the site, which are listed in the table above. 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 about prescribed burns has been developed for Palm Beach County Natural Areas. This campaign includes informing adjacent residents and business owners 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 and 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.

#### 4.5.2 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, ninety-nine non-native plant species have been recorded at the natural area – twenty-five 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. Some 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 2023), those designated as noxious weeds, or Class I or Class II prohibited aquatic plants by Florida Department of Agriculture and Consumer Services (FDACS 2020a and 2008, respectively)..

Forty-two (42.4 percent) of the nonnative plant species recorded at the natural area are designated as either Category I or Category II species by FISC (2023). A current copy of FISC’s list of invasive nonnative plant species can be found at <https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/>. Ten (10 percent) of the nonnative plant species have been designated as noxious weeds by FDACS (2020a) and seven (7 percent) have been designated as a Class I or Class II prohibited aquatic plant species (FDACS 2008). All of these species are identified in Appendix A.

The control of nonnative and nuisance native plant species is a high priority at this site. A multi-phase invasive/nonnative plant control program began in 1998 and was completed in January 2004. Follow-up invasive/nonnative plant treatments have been conducted since 2004. The site is now in maintenance condition. A site is considered to be in “maintenance condition” when the coverage of invasive/nonnative 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, nuisance 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 nuisance 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.

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. Mechanical removal methods were used in 1999 to remove 2 acres of Brazilian pepper north of the basin marsh restoration area, in 2002 to remove Brazilian pepper from the basin marsh restoration area and in 2003 to remove Australian pine and Brazilian pepper from spoil piles by the canal.

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.

#### 4.5.3 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, six species of invertebrates and nineteen 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.

##### 4.5.3.1 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.

###### House fly (*Musca domestica*)

The house fly is always found in association with humans or the activities of humans (Sanchez-Arroyo and Capinera 2008). It is commonly associated with animal feces, but also feeds on

garbage. House flies can transport a wide variety of disease-causing organisms. This species does not appear to be having an adverse impact on the natural area at this time.

#### 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.

#### Red imported fire ant (*Solenopsis invicta*)

The red imported fire ant is an aggressive ant that can cause dramatic reductions in populations of native ants and other insects (Core 2003). It also poses a threat to hatchlings of ground-nesting wildlife, including gopher tortoises, sea turtles, alligators and birds (Core 2003, Wetterer and Moore 2005). Red imported fire ants have a very painful sting (Core 2003). There are no effective and acceptable methods to control this species at this time, but a control strategy may be implemented in the future if such methods are developed.

#### Scarlet skimmer (*Crocothemis servilia*)

The scarlet skimmer typically is found in low-quality wetlands where low dissolved oxygen levels, introduced fish or other alterations make the habitat unsuitable for native species (Murray and Rose 2013). This species does not appear to be having a negative impact on the natural area.

#### Yellow-banded millipede (*Anadenobolus monilicornis*)

The yellow-banded millipede was first discovered in Florida in 2001. This species is brown with narrow yellow bands and red legs and feeds on decaying plant material and organic matter. This species does not appear to be having a negative impact on the natural area.

#### 4.5.3.2 Nonnative/Nuisance Vertebrates

##### African spurred tortoise (*Geochelone sulcata*)

The African spurred tortoise is a popular pet (Bartlett and Bartlett 2011b). Some of these fast-growing, very large tortoises escape captivity or are released into the wild and become feral, but the species is not yet known to breed in Florida. African spurred tortoises can carry ticks infected with a disease known as heartwater, which can cause mortality in domestic and wild ruminants such as cattle, sheep, goats and deer. The importation of this species into the state of Florida is regulated under Rule 68-5.001 of the Florida Administrative Code. One African spurred tortoise was removed from the natural area by ERM in 2013. Any additional individuals of this species that are found at the natural area will be removed as soon as possible.

### Blue tilapia (*Oreochromis aureus*)

The blue tilapia is widespread and abundant in lakes, ponds, rivers, streams and canals throughout the state; it also is tolerant of saltwater and is present in some nearshore marine habitats (FWC undated[a]). This species feeds primarily on plankton and small organisms living in or on bottom detritus. This fish is rarely observed at the natural area. There currently are no feasible methods to eradicate this species from ditches and/or canals within or adjacent to the natural area or prevent it from being reintroduced via connections with adjacent water bodies.

### 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.

### Brown basilisk (*Basiliscus vittatus*)

The brown basilisk is a long-limbed, fast-moving lizard that can run on its hind legs (Bartlett and Bartlett 2011b). This species is commonly present along canals and pond edges, in agricultural habitats, and in low-density suburban areas (Bartlett and Bartlett 2011b, Meshaka et al. 2004). This lizard primarily feeds on invertebrates, but may eat some fruits; it is prey for various species of snakes (Meshaka et al. 2004). It is occasionally observed at the natural area. Potential control efforts will be explored if it is determined that the brown basilisk is having a negative effect on the natural area.

### Butterfly peacock bass (*Cichla ocellaris*)

The butterfly peacock bass was introduced in Southeast Florida as a sport fish and as a means to control other nonnative fish species (FWC undated[b]). It is typically found in canals, ponds, lakes and deep rock pits; its range is restricted by intolerance to temperatures below 60 degrees Fahrenheit and to salinities above 18 parts per thousand. Butterfly peacock bass feed almost exclusively on fish. This species is rarely observed at the natural area. There currently are no feasible methods to eradicate this species from ditches and/or canals within or adjacent to the natural area or prevent it from being reintroduced via connections with adjacent water bodies.

### 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[c], 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 occasionally 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 are used to monitor the coyote population at the natural area, if necessary to determine when and if any actions need to be taken to control this species.

#### Cuban treefrog (*Osteopilus septentrionalis*)

The Cuban treefrog is the largest species of treefrog in Florida (Johnson 2017). Cuban treefrogs are present in a variety of natural and human-modified habitats (Bartlett and Bartlett 2011a, Johnson 2017). This species eats a wide variety of food items including roaches, snails, millipedes, spiders and a vast array of insects; it is a known predator of native treefrogs (Johnson 2017, Meshaka et al. 2004). This species is occasionally observed at the natural area. Potential control efforts will be explored if this species appears to be negatively impacting native species at the natural area.

#### Domestic cat (*Felis catus*)

Dianne Sauve, former Director of Palm Beach County's Animal Care and Control Division, has estimated that there are approximately 200,000 free-roaming cats in Palm Beach County (personal communication, September 17, 2019). Cats are an increasing problem in natural areas in South Florida because of their predation on birds and small animals. There also is the potential for rabies to spread to feral and domestic cats from infected wildlife. This species is frequently observed at the natural area and may enter the natural area from adjacent residences. Control of feral and domestic cats will focus on educating the surrounding community, combined with selective live-trapping, if necessary.

#### 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 frequently 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.

#### Green iguana (*Iguana iguana*)

The green iguana is a popular pet and individuals frequently are released or escape (Bartlett and Bartlett 2011b). It is adversely affected by cold temperatures. Green iguanas live in most urban and suburban habitats in South Florida (Bartlett and Bartlett 2011b, FWC undated[d]). They prefer dense tree canopies near water, but may be found on canal banks, urban sidewalks and backyards. They also dig burrows that can undermine sidewalks, seawalls and foundations (Kern 2004). Green iguanas are primarily herbivores; they feed primarily on foliage, flowers and fruit, but also are known to consume insects, lizards, nestling birds and eggs. Domestic dogs are known to kill green iguanas, but no natural predators are known in Florida for this species (Meshaka et al. 2004). This species is frequently observed at the natural area. Control measures are utilized due to the species having a negative effect on the natural area.

#### Greenhouse frog (*Eleutherodactylus planirostris*)

The greenhouse frog is present in a wide variety of coastal and inland upland, freshwater, urban, suburban, disturbed and agricultural habitats (Bartlett and Bartlett 2011a, FWC undated[e]). It is a tropical species and is adversely affected by cold temperatures (Bartlett and Bartlett 2011a). This primarily nocturnal species is a gopher tortoise commensal (Meshaka et al. 2004). It does not have an aquatic tadpole stage and therefore does not require standing water to breed (Bartlett and Bartlett 2011a, FWC undated[e]). Greenhouse treefrogs eat ants, beetles, roaches and other invertebrates and probably are preyed upon by Cuban treefrogs and snakes (FWC undated[e], Meshaka et al. 2004). This species is very rarely observed at the natural area. It is not expected to adversely affect the natural area.

#### Mayan cichlid (*Cichlasoma urophthalmus*)

The Mayan cichlid is very adaptable, lives in a variety of habitats including canals, rivers, lakes and marshes, and can tolerate a wide range of salinities. Mayan cichlids primarily consume grass shrimp, small fish, snails and insects (FWC undated [f]). This species is rarely observed at the natural area. It does not appear to be negatively affecting the natural area at this time.

#### Monk parakeet (*Myiopsitta monachus*)

A common pet, the monk parakeet has become the most widespread and abundant parrot in North America (Pranty et al. 2006). Monk parakeets typically build large, communal stick nests in trees, palms or on artificial structures such as radio towers, light poles and electric utility structures. This species feeds on a wide variety of flowers, fruits, seeds, berries and other plant material. It is

frequently observed at the natural area. This species is not expected to adversely affect the natural area.

#### Nanday parakeet (*Nandayus nenday*)

The nanday parakeet is typically observed in pairs or large flocks in urban and suburban areas (Pranty et al. 2006). It nests in cavities in dead royal palms and Chinese fan palms, and in telephone poles. This species feeds on fruits, flowers, seeds, acorns and Australian-pine cones. This species is very rarely observed at the natural area. It is not expected to adversely affect the natural area.

#### Northern curly-tailed lizard (*Leiocephalus carinatus*)

The northern curly-tailed lizard is a large, robust lizard first introduced to Florida in an attempt to rid sugarcane fields of pests (Bartlett and Bartlett 2011b). This lizard typically occupies open, sandy or rocky habitats, including disturbed areas; it excavates short burrows under rocks, sidewalks and similar materials to provide shelter from inclement weather and to serve as nighttime retreats (Meshaka et al. 2004). Northern curly-tailed lizards eat invertebrates including beetles, roaches and ants (Meshaka et al 2004). This species is frequently observed at the natural area. This species is not expected to adversely affect the natural area.

#### Raccoon (*Procyon lotor*)

The raccoon is common throughout Florida (FWC undated[g]). 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.

#### Red-masked parakeet (*Aratinga erythrogenys*)

The red-masked parakeet is a medium-sized parakeet that is usually observed in mixed flocks with other parakeets (Epps 2007, Pranty et al. 2006). Red-masked parakeets nest in cavities in cypress trees, royal palms, and dead coconut palms (Epps 2007). They eat fruit, nuts and flowers of both native and nonnative plants (Pranty et al. 2006). This species is very rarely observed at the natural area. It is not expected to adversely affect the natural area.

#### Rock pigeon (*Columba livia*)

Rock pigeons nest in stick and grass nests built on building roofs and ledges, and under bridges or highway overpasses (Pranty et al. 2006). They eat grain and other seeds, and will occasionally eat insects. It is occasionally observed at the natural area. Rock pigeons are not expected to adversely affect the natural area.

#### Spotted tilapia (*Tilapia mariae*)

The spotted tilapia is very common in canals, ponds and lakes in South Florida (FWC undated[h]). Spotted tilapias are omnivores; they feed on wide variety of food items, including detritus, diatoms and algae. In Florida it is illegal to possess and transport live specimens of this species without a special permit; any spotted tilapia caught must be killed immediately. This species is rarely observed at the natural area. There currently are no feasible methods to eradicate this species from ditches and/or canals within or adjacent to the natural area or prevent it from being reintroduced via connections with adjacent water bodies.

#### Suckermouth catfish (*Hypostomus plecostomus*)

The suckermouth catfish, or plecostomus is a common aquarium fish (Nico and Neilson 2013). It may be found in borrow pits, ponds, canals and slow-moving rivers. It feeds primarily on detritus. This species is rarely observed at the natural area. There currently are no feasible methods to eradicate this species from ditches and/or canals within or adjacent to the natural area or prevent it from being reintroduced via connections with adjacent water bodies.

#### White-winged dove (*Zenaida asiatica*)

Although nonmigratory breeding white-winged dove are present year-round in South Florida, the species is classified as a nonnative species by FWC and the University of Florida Institute of Food and Agricultural Sciences (Giuliano et al. 2007). It is typically found in urban and agricultural environments (Maehr and Kale 2005). This dove feeds on seeds, grain, insects and some fruit (Pranty et al. 2006). This species is frequently observed at the natural area. It is not expected to adversely affect the natural area.

#### 4.5.4 Restoration and Enhancement Projects

All of the planned restoration and enhancement projects have been completed at the natural area. Activities conducted included 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 4.5.1); implementation of ongoing invasive/nonnative plant and nonnative/nuisance animal control programs (see Sections 4.5.2 and 4.5.3, respectively), and removal of trash dumped on the site prior to its acquisition/lease by the County. The cutthroat grass restoration project in 1999, parking lot

mesic hammock restoration from 2002-2012, basin marsh restoration from 2005-2013, spoil removal between 2005 and 2006, scrubby flatwoods restoration in 2011, and hydric hammock restoration in 2011 are all detailed in the previous 2014 management plan and depicted in Figure 6. Planting projects, completed at this site since the last updated management plan are described in the following subsection.

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 and the amount of disturbed habitat found on the natural area has decreased significantly over the past 29 years.

#### 4.5.4.1 Native Plantings

The 2014 management plan mentions a proposed upland restoration project along El Rio Trail. However, the project was actually completed in 2012. The plantings included cabbage palm, coontie and dune sunflower. This project has helped to restore strips of mesic hammock and scrub that lie just east of the El Rio Trail.

In 2014, 1,500 muhly grass were planted east and west of the ADA trail, north of the LWDD canal maintenance road, near the bridge that provides pedestrian access from the parking lot.

In 2015, a vendor planted 1,500 sand cordgrass and 1,000 muhly grass adjacent to the newly installed management road in Unit 1.

In 2017, 65 dancinglady orchids (*Tolumnia bahamensis*) were installed by Florida Atlantic University's (FAU) Pine Jog Environmental Education center. An additional 400 orchids were installed in 2018.

In 2021, volunteers planted 850 sand cordgrass by the west bridge.

In January 2024, volunteers planted 1,000 muhly grass north of the west bridge and 1,000 sand cordgrass between the two wetland cells.

Previous restoration/enhancement plantings are detailed in the previous 2014 management plan.

#### 4.6 SOIL AND WATER CONSERVATION

The St. Lucie-Paola-Urban land complex is listed as a sloping soil and has potential for erosion (Section 3.1, Figure 3). The Immokalee and Pompano soils are nearly level and have minimal erosion potential. The only soil-disturbing activities that have occurred on the site are related to the construction and maintenance of public use facilities and management accessways/firebreaks (see Sections 5.1 and 5.4, respectively), and the construction of environmental restoration/enhancement activities (see Section 4.5.4). All previously existing and created

disturbed areas within the natural area are being managed to encourage revegetation by native plant species, and/or have been stabilized by the use of erosion control fabrics and/or replanted with native vegetation. Management accessways/firebreaks were located to avoid steep slopes wherever possible, sited to cross the slope at an angle, or located on already-existing sand trails. Because permeability is rapid in most of the sloping soils on the natural area, runoff erosion should not be a problem at this site. If runoff erosion becomes a problem, appropriate measures will be undertaken to stop or control the effects of this erosion. Appropriate silt fencing measures were undertaken for site restoration and facility construction activities with the potential to discharge sediment into surface waters. Protection of the Pamlico Ridge will continue to be ensured through the ongoing protection and preservation of this site.

#### 4.7 SECURITY

The City of Boca Raton has the primary responsibility for public safety and law enforcement at Yamato Scrub Natural Area (Appendix F), including routine patrols of the boundaries. 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).

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 (where it fronts a road or developed

area/with the exception of portions of the ICW and unfenced portions along developments where there are no regulatory signs). The regulatory signs state that the site is a protected natural area and cite the appropriate county ordinance.

A portion of the perimeter of the site is fenced to help prevent unauthorized access to the natural area (see Section 5.2).

#### 4.8 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 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. City of Boca Raton staff and volunteers from local citizens' organizations, businesses and schools provide additional support where feasible and necessary.

#### 4.9 COORDINATION WITH ADJACENT LAND MANAGERS

There are no conservation lands located adjacent to or in the immediate vicinity of the natural area. The County will review any proposed land use changes or development plans for properties adjacent to the natural area to ensure the protection of biological communities and to avoid adverse impacts on listed species, and will work with the City to try to locate any required preserve areas so that they are adjacent to the natural area.

#### 4.10 GREENWAY CONNECTIONS/MANAGEMENT

The 6-mile-long, 12-foot-wide El Rio Trail is the City's first "linear park" designed exclusively for use by bicyclists, skaters and pedestrians. The trail, which starts at Glades Road east of FAU and ends at the Boca Raton-Delray Beach city line, is part of a city-wide multiuse trail and bicycle

lane system. A portion of the trail was constructed within the natural area, along the disturbed western edge of the state-owned tract. ARC approved an amendment to the original management plan for the natural area to allow construction of the trail in that location. A pedestrian signal was installed by the City north of the natural area to allow trail users to cross four-lane Congress Avenue to access an existing multiuse trail on the west side of Congress Avenue that extends to the City's border with the City of Delray Beach. The City is responsible for the management and maintenance of the El Rio Trail, according to the provisions of an interlocal agreement between the City and the County (Appendix F). The City installed a sidewalk on the north side of Clint Moore Road to provide pedestrian and bicycle access from the El Rio Trail to the natural area parking lot.

The City's 2020 Comprehensive Plan also identifies a proposed multiuse trail that, if constructed, would run along the eastern border of the natural area, next to the CSX railroad tracks. The northern end of the proposed trail would connect to the northern terminus of the El Rio Trail near the Boca Raton-Delray Beach city line; the southern end of the proposed trail would connect with the El Rio Trail, just north of Yamato Road. The City will be required to obtain permission from ARC prior to the construction of any portion of the proposed trail within the natural area. The County will work with the City to ensure that neither of the City's trail adversely affect the natural area.

#### 4.11 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 kiosks located adjacent to the parking lot and the pedestrian entrance for the El Rio Trail. These exhibits help educate the public about the natural 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 may be found on ERM's Yamato Scrub Natural Area webpage (<https://discover.pbcgov.org/erm/NaturalAreas/Yamato-Scrub.aspx>). The site's features, any restoration project summaries and an interactive natural areas map application for mobile devices is available on the webpage. Printed copies of the site's trail guide are available in brochure boxes attached to kiosks that are adjacent to the parking lot and pedestrian entrance.

In September 2023 the natural area was selected by the Florida Fish and Wildlife Conservation Commission (FWC) as part of the Great Florida Birding Trail (now the Great Florida Birding and Wildlife Trail). Information about the Great Florida Birding and Wildlife Trail (The South Florida Section Guide), which includes the natural area, is available on the Fish & Wildlife Foundation of Florida website at: <http://floridabirdingtrail.com/trail/trail-sections/south-section/>.

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.

#### 4.12 RESPONSE TO SIGNIFICANT EVENTS

Five hurricanes affected the natural area between 1999 and 2017 - Hurricane Irene in October 1999; Hurricanes Francis and Jeanne in September 2004; Hurricane Wilma in October 2005; and Hurricane Irma in September 2017. All of these storms caused minor tree/limb damage.

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 the State 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 and the State will discuss future plans for the site. All significant events affecting the natural area will be discussed in the next scheduled Annual Site Evaluation (ASE). The event also will be summarized in the next update to the management plan.

#### 4.13 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 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.

## **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. 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 7) were carefully chosen, designed and located so that they do not jeopardize the site's natural resources, including the rare and endangered plants, animals and natural communities. All public use facilities are on a preventative maintenance schedule subject to funding availability. Public Use Facilities were constructed from May 2006 to January 2007 with the site opening to the public in October 2007.

Public uses permitted on this site include nature appreciation and study, hiking, nature photography, and bird/wildlife watching. In addition, the City developed a multiuse trail so that bicyclists and skaters could enjoy the natural area in a manner that does not jeopardize the site's natural resources. The relatively small size of the parking lot limits the number of people that are on the site at any given time. With the exception of the designated multiuse trail, and the use of vehicles for management purposes, all human traffic within the natural area is by foot.

Several of the existing public use facilities are compliant with Americans with Disabilities Act (ADA) requirements. The parking lot includes one designated ADA-compliant parking space. This parking space connects to an ADA-compliant pathway that leads to an interpretive kiosk and an ADA-compliant concrete nature trail. The other ADA-compliant public use facility constructed on the site is the City's hardened El Rio multiuse trail.

The primary public access is via a 10-car, 2-bus parking lot located just north of Clint Moore Road (Figure 7). 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. Gates have been installed across the driveway to control entry to the parking lot. City staff open and close the gates to the parking lot (Appendix F), unless this responsibility has been delegated to a site steward. Staff may investigate the feasibility of installing solar-powered entrance gates.

In addition to the parking lot, members of the public can access the natural area through a pedestrian access gate located on the City's El Rio Trail.

Approximately 4 miles of trails have been created within the natural area (Figure 7). This includes a 0.7-mile-long nature trail, approximately 2.8 miles of natural-surfaced hiking trails, and 0.5 miles of multiuse (pedestrian/bicycle/skater) trails (El Rio Trail). All of the trails can be accessed from the parking lot by foot and/or from the non-vehicular access points.

The concrete nature trail begins at the parking lot. The nature trail is a minimum of 5-feet-wide to accommodate wheelchairs and other non-motorized mobility devices. Trail markers have been placed along the nature trail with station numbers that correspond to information in the printed trail guide.

Access to the hiking trail system is from the parking lot and is located off the concrete nature trail (Figure 7). All of the hiking trails within the natural area have a natural soil 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 three to six feet. However, portions of the hiking trail that are co-located with one of the site's management accessways/firebreaks are wider than six 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.

An approximate 0.5-mile section of the 6-mile (total length) El Rio Trail lies within the natural area's boundaries; this portion of the El Rio Trail is designated by the County for use by bicyclists and skaters pursuant to the requirements of the County's Natural Areas Ordinance. A 3-rail, post-and-rail fence was constructed by the City along the eastern edge of the El Rio Trail to keep bicyclists and skaters from entering the main portion of the natural area. A pedestrian maze gate was installed within the fenceline, approximately halfway between the L-40 Canal and Congress Avenue, to allow pedestrians access to the natural area from the El Rio Trail. The pedestrian maze gate connects to a management accessway/firebreak that connects to the northern hiking trail to the north and to the nature trail to the south. An interpretative kiosk, bicycle rack and bench have been installed near the pedestrian gate to help educate El Rio Trail users about the natural area, and to provide bicyclist and skaters with an opportunity to "leave their wheels behind" and enjoy the natural area on foot.

Non-trail amenities provided at the natural area include four benches, two pedestrian bridges, and a pedestrian underpass. Drinking water and restrooms are not available at the natural area.

## 5.2 FENCING AND GATES

Most of the perimeter of the site has been fenced to restrict access to and prevent unauthorized use of the site.

The types of fencing that currently exist on the natural area include post-and-rail and vinyl-coated chain-link. Six-foot-tall, green-vinyl-coated chain-link fencing has been installed at various locations around the perimeter of the site where the natural area borders unfenced industrial or commercial properties. Post-and-rail fencing has been installed on the portions of the site that border Congress Avenue, Clint Moore Road and NW 6<sup>th</sup> Avenue, on either side of the FPL property and around the perimeter of the parking lot. Post-and-rail fencing also has been installed by the City on the east side of the El Rio Trail to separate the trail from the rest of the natural area.

Fencing has not been installed where the natural area borders the L-40 Canal and the CSX railroad tracks. Existing physical barriers, such as steep canal banks and dense vegetation, restrict access to most of these areas, and security problems have been nominal. The County does not plan to install fencing along these boundaries.

Currently, there are twelve management access gates on the natural area – nine were installed by the County and three were installed by the City for use by the County. One of the gates that was installed by the County is vinyl-coated chain-link fence gates because the associated fencing is chain-link. Eleven steel gates have been installed where the associated fencing is post-and-rail. All of these gates allow vehicular access to the project site for management purposes.

Public access gates installed at the natural area are described in Section 5.1.

## 5.3 SIGNS

A double-sided entrance sign was installed on Clint Moore Road near the entrance to the parking lot. A smaller entrance sign was installed at the pedestrian maze gate along the El Rio Trail. A sign identifying the site as a natural area was installed on Congress Avenue, and two similar signs were installed on the east side of the site, facing the CSX railroad tracks – one north of Clint Moore Road and one south of Clint Moore Road. A dedication sign was installed on the entrance road to the parking lot; it states that the natural area was acquired for preservation and passive public recreation with funds provided by the County, the City and the CARL Program. A “No Pets Allowed” sign and hours of operation sign are also posted at the entrance to the parking lot.

Regulatory signs have been posted at each corner of the property and every 500 feet along the perimeter of the natural area. These signs identify Yamato Scrub Natural Area as a protected site and cite the County’s Natural Areas Ordinance. Natural area rules signs have been installed adjacent to the parking lot and the El Rio Trail access point. 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. And lastly, the City has installed appropriate signage

along the El Rio Trail to assist users of that trail. Signposts/trail markers with station numbers corresponding to descriptive information in the trail guide have been installed along the nature trail. Trail markers also 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 parking area. 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 are typically established around the perimeter of the natural area and between each of the management units (Figure 5). 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 may be used as part of a designated hiking trail. The portion of the El Rio multiuse trail along the northwestern border of the natural is used as a management accessway.

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. 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.

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.

## 5.5 OTHER STRUCTURES AND IMPROVEMENTS

No structures or improvements are planned for this site other than those described in Sections 5.1 through 5.4.

## 5.6 PRIORITY SCHEDULE FOR SITE MANAGEMENT AND RESTORATION 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 4.5. 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 October 2007. 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. An updated management plan is due to the state in 2034.

A priority schedule for ongoing and proposed restoration and 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 Yamato Scrub Natural Area. Existing county personnel accomplish these activities with assistance from county contractors and community volunteers. The City has primary responsibility for public safety and law enforcement within the natural area, as well as the maintenance of the El Rio trail.

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

As of April 2024, capital and maintenance costs related to completed wildfire mitigation, environmental restoration/enhancement, site development and security projects/activities (see Sections 4.5, and 5.1 through 5.5) totaled \$2,915,206. There are no remaining capital projects and/or activities planned.

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

Annual management, maintenance and replacement costs are expected to average \$357,307 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 \$146,714 of the capital restoration costs were paid using grant funds received from FDEP, USDA/NRCS and FWC.

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, Ag Reserve Land Management Fund 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 lease agreement. Any fee received by ERM from any public or private entity for projects to offset adverse impacts to imperiled species or their habitats will be deposited into the Natural Areas Fund and used to restore, manage, enhance, repopulate or acquire imperiled species habitat and to implement land management plans for sites with such habitats.

## **7. MONITORING AND REPORTING**

The natural area is managed specifically to preserve, restore/enhance and maintain its natural 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 reports (ASEs) and ARC reports (see Section 7.6).

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 VEGETATION MONITORING**

Vegetation transects 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 tracked 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.

### 7.3 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 tracked 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. Regularly-scheduled species-specific monitoring has been conducted at the natural area for gopher tortoise.

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.

### 7.4 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.

### 7.5 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.

## 7.6 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.

## **8. COMPLIANCE WITH STATE AND LOCAL GOVERNMENT PLANS**

The acquisition, restoration/enhancement and management of this site helped preserve the existing natural resources. Public resource-based recreation, environmental education and scientific research activities which have little or no impact on the site's resources are permitted. The public use facilities constructed on this site were carefully chosen, designed and located to avoid impacts to the existing rare and endangered plants, animals and natural communities. These facilities were constructed to aesthetically blend into their surroundings. The County believes that the allowed public uses and existing public use facilities comply with the 1981 Conceptual State Lands Management Plan, including provisions regarding "balanced public utilization." This management plan also is in compliance with the City's Comprehensive Plan (Appendix I).

**9. CHRONOLOGY OF MAJOR EVENTS**  
**1993-2024**

Year	Month	Event
1993	February	County and City signed an interlocal agreement for acquisition and management of Knight Investments, Inc. tract
1994	February	Knight Investments, Inc. tract purchased jointly by City and County for \$1,452,500; City contributed \$958,650, County contributed \$493,850
1995		Settlement agreement approved for acquisition of Boca Commerce Center tract for \$17,500,000 – State share (33.1 percent) - \$5,800,000; County share (45.5 percent) - \$7,956,000; City share (21.4 percent) - \$3,744,000; County and City also paid ad valorem assessments of \$1,714,876.13 – County share (2/3) - \$1,143,250.75, City share (1/3) - \$571,625.38
1996		No significant events
1997	February	Boca Commerce Center tract purchased by State, County and City for \$17,500,000
	March	First volunteer event held
1998	February	State leased 206.74 acres to County for management purposes for 50 years
	August	City passed ordinances to change the Future Land Use designation to Conservation and the zoning designation to Public Lands
	December	200 cabbage palms inadvertently installed on natural area instead of on nearby Delray Oaks Natural Area; contractor was required to relocate 36 palms that had been placed in area approved for parking lot
1999		2-acre portion of site cleared of Brazilian pepper and ragweed, graded and later planted with cut-throat grass relocated from a nearby site undergoing development; survivability rate low because grade may have been too high; eventually all relocated plants died
	January	148 cabbage palms relocated onto Knight tract from nearby site undergoing development; six months later only 70 percent were still alive due to extreme drought conditions
	June	First annual biological monitoring report provided to DSL; 23 acres of invasive nonnative plants eradicated from site to date
2000	December	Three groundwater monitoring wells installed
		Joint public hearing held on initial management plan with NAMAC and City of Boca Raton Parks and Recreation and Environmental Advisory Boards

Year	Month	Event
2001	June	Interlocal agreement executed between County and City for management of site; BCC approved initial management plan
	October	DSL approved initial management plan
2002	February	Fuel loads in 75 percent of Unit 7 mechanically reduced in preparation for prescribed burn
	May	Construction of management accessways completed; 16 Indian laurel trees removed from northeastern portion of site along NW 6 <sup>th</sup> Avenue
	June	Annual and biannual listed species surveys initiated
	September	Treatment of remaining nonnative plant species initiated with hand crews
	November	Photomonitoring stations established
	December	Mechanical removal of Brazilian pepper from basin marsh restoration area, weeping fig trees from northeastern part of site, using a portion of a \$97,750 grant from FDEP
		First site steward trained
2003	March	Australian-pine and Brazilian pepper on spoil piles by canals mechanically removed, using remaining part of FDEP grant funds
	May	Prescribed burn in Unit 7 – 34 acres
	June	55 cabbage palms relocated from nearby road expansion project area to areas surrounding the planned parking lot
2004	January	Initial vegetation treatment program completed and site determined to be at maintenance level (nonnative species covering less than 1 percent of site)
	September	Hurricanes Francis and Jeanne had little effect on the natural area
	October	Boy Scout troop cleared one mile of hiking trail in northern portion of site
2005	June	Volunteers cleared one mile of hiking trail in southern portion of site
	October	Hurricane Wilma toppled or broke the tops of many sand pines leaving a more open canopy and large amounts of wood debris within the natural area
	November	55 cabbage palms relocated from central part of basin marsh restoration area to perimeter of restoration project area, including a portion of the hydric hammock restoration area
		Fill removal began as part of basin marsh restoration and spoil deposition area restoration projects
2006	January	Northernmost groundwater monitoring well removed because it was within basin marsh restoration project area
		Approximately 500 native trees and shrubs planted in parking lot area; temporary irrigation was installed

Year	Month	Event
	March	Total of 127,000 cubic yards of sand removed from site as part of basin marsh, scrub and scrubby flatwoods restoration projects; 65,000 cubic yards trucked to beaches in Lantana and on Singer Island for beach renourishment; remaining 62,000 cubic yards trucked to Burt Aaronson South County Regional Park to be used as fill for park development
		50 cubic yards of soil and plant material trucked to site from Loxahatchee Slough Natural Area; spread over basin marsh restoration area to introduce seeds of native wetland plant species
		Two additional hydrological monitoring stations installed – one in northern part of basin marsh and one in southern part
	April	Cabbage palm, Florida privet, live oak, saw palmetto and red bay relocated from footprint of parking lot area to areas just outside the parking lot footprint
	May	Construction of parking lot, accessible nature trail, interpretive kiosk and signage initiated
		OHVs accessing eastern portion of site near railroad tracks; City police and Sheriff's Office Wildlands Task Force patrols increased in response
	June	Approximately 2,000 maidencane cuttings planted along edge of restored basin marsh
2007		ERM staff and volunteers installed more than 800 native plants in parking lot area; more than 8,000 native plants installed in and around restored basin marsh (July 2006 to June 2007)
		Continued access by OHVs through a gap in the fence off of Congress Avenue and from the railroad tracks on the east side of the site; post-and-rail fence along north side of Clint Moore Road knocked down twice during past year; minor damage to vegetation and temporary irrigation system for basin marsh restoration project; regular patrols started by City police and Wildlands Task Force
	January	Construction of parking lot, accessible trail, interpretive kiosk and associated signage completed
	March	Temporary irrigation system extended from parking lot to basin marsh area and drip irrigation installed to water new plantings; 100 cabbage palms relocated from Loxahatchee Slough Natural Area and planted in parking lot area
	October	Grand opening celebration held on October 10; natural area receives a lot of visitors as evidenced by reports from site stewards and ERM staff
		Three tours of site given by staff to public on October 27

Year	Month	Event
	November	After reports from site stewards of bicycle riders and dog walkers on site, a “No Pets” and “Foot Traffic Only” sign was installed to remind visitors that bicycles and pets were not allowed; no reports of these unauthorized activities were received after installation of the signs
		USDA, NRCS approved multi-year grant for habitat improvement; \$33,996 received over several years
2008		Volunteers, ERM staff and contractors installed more than 10,000 native plants in and around the restored basin marsh and parking lot (July 2007 to June 2008)
	February	ERM agreed to accept up to nine gopher tortoises from U.S. Foodservice facility expansion area to be relocated to natural area; U.S. Foodservice provided \$18,000 to County as payment for relocation
	May	Driver crashed car through fence parallel to Congress Ave. on western border of Unit 1; fence repaired within one week by staff
	August	50 tree-spaded 90-inch plugs of scrub material moved from U.S. Foodservice (now US Foods) expansion construction area to south side of Management Unit 4 (August to September 2008)
		Two gopher tortoises relocated onto natural area from U.S. Foodservice property
	September	Pair of least grebes nested and raised young in north part of restored basin marsh; first sighting of species in Florida since 1988; many birdwatchers from around the country visited site to observe the grebes
	November	Construction activities associated with expansion of U.S. Foodservice facility caused collapse of 225 feet of 6-foot-high chain-link fence and excavation of 76 square feet of management accessway; ERM issued notice of violation to U.S. Foodservice that required U.S. Foodservice to repair all damages and pay for restoration of the area
2009		Volunteers and ERM staff planted over 10,000 native plants within and adjacent to the basin marsh restoration area (July 2008 to June 2009)
		Several sweeps of basin marsh restoration area for nonnative vegetation during year
	May	City began construction of Phase 3 of El Rio Trail on city-owned property along El Rio Canal adjacent to Knight tract
		Wildlands Task Force deputies arrested drivers of two four-wheel trucks who entered the natural area via adjacent canal banks
		ERM staff led guided tours of site for FAU Environment and Society class, and 2009 Florida Exotic Pest Plant Council Symposium

Year	Month	Event
	September	Magnum Mulcher used to chop high fuel levels around perimeter of Management Unit 2
	December	FDEP approval of management plan modification to include portion of El Rio Trail on western edge of state-owned tract
2010		Volunteers and ERM staff installed more than 6,000 native plants, including over 700 trees and shrubs, in disturbed upland areas along canal rights of way and in the disturbed mesic flatwoods community adjacent to the basin marsh July 2009 to June 2010
	March	Phase 3 of El Rio Trail (Yamato Road to L-40 Canal) completed and opened to the public
	July	City approved new interlocal agreement between County and City for management of natural area and El Rio Trail
	August	BCC approved new interlocal agreement for management of natural area and El Rio Trail
	November	FWC approved grant application for \$15,000 for gopher tortoise habitat improvement management activities, including prescribed burning; and/or mechanical fuel reduction; activities to be conducted between December 2010 and May 2011 (due to mechanical equipment problems, only \$4,968 actually was spent)
2011		Seven feral cats removed from natural area by ERM staff and U.S. Department of Agriculture (July 2010 to June 2011)
		Problem with illegal parking, litter and removal of "No Parking" signs along 6 <sup>th</sup> Ave.; resolved with assistance of Boca Commerce Center management and ticketing by Wildlands Task Force of illegally-parked tractor-trailer trucks
		Volunteers and ERM staff planted more than 1,800 native plants in upland portions of the site, including the spoil restoration areas (July 2010 to June 2011)
	March	Sheriff's Office Graffiti Task Force painted over graffiti in tunnel under Clint Moore Road; new graffiti appeared soon after painting was completed
	April	Vegetation in Unit 6 selectively chopped with Magnum Mulcher to reduce fuel loads and improve habitat; activity funded by grant from FWC
	June	No standing water in north cell of restored basin marsh due to drought
	July	Contractor planted 3,135 trees and shrubs in disturbed scrub, disturbed scrubby flatwoods, disturbed mesic flatwoods and disturbed mesic hammock areas in former spoil deposition areas along L-40 Canal as mitigation for a development project elsewhere in the county
		FWC approved \$10,000 grant for gopher tortoise habitat management

Year	Month	Event
	September	Two of five hydrological stations were eliminated adjacent to the basin marsh restoration project; stations were no longer needed as the restoration project has been completed for several years
	October	Naturescope program filmed on site by County's television station
	November	City began construction of last phase of El Rio Trail (L-40 Canal to Congress Avenue) along the western edge of the natural area
		Memorial bench installed on west side of deep-water basin marsh
2012		Volunteers planted 30 native shrubs in disturbed mesic flatwoods community
	April	Vegetation in Management Units 1, 2, 3, 5 and 6 selectively chopped to reduce fuel loads and mimic effects of fire; work paid for by FWC grant
	October	Phase 4 of El Rio Trail completed and opened to the public; pedestrian walk-through gate installed through post-and-rail fence along eastern edge of El Rio Trail; OHV activity reduced by installation of fence along eastern edge of trail
2013		Volunteers and county staff planted 1,150 native seedlings in and around the basin marsh restoration and 250 native seedlings in the northern hydric hammock restoration area (July 2012 to June 2013)
	May	Dedication sign replaced
		Use of irrigation to water restoration plantings was discontinued
	June	FPL removed section of post-and-rail fence to provide access for replacement of a transformer at Boca Teeca substation, then installed an 8-foot-wide, steel pipe gate to facilitate future access
		Gate near the tunnel replaced
		Vegetation in a 6-acre subunit in the eastern portion of Management Unit 2 was chopped in preparation for a prescribed burn of that subunit, and vegetation in an adjacent portion of Management Unit 3 was mowed; potential burn area reduced from 33 to 7 acres to facilitate a prescribed burn on the natural area
	August	Review of revised management plan by NAMAC
	November	Open house and public hearing on revised management plan
	December	Approval of revised management plan by BCC
2014	April	Approval of revised management plan by ARC
	October	1,500 muhly grass planted
		Mechanical vegetation reduction in Units 1, 2 and 6
		Hiking trails trimmed and widened with skid steer mounted chopping machine
		Vegetation clearing from north property line to provide room for fence installation and management road

Year	Month	Event
2015	January	Post-and-rail fencing installed along north property line
	February	Vendor planted 1,500 spartina and 1,000 muhly grass adjacent to newly installed management road in Unit 1
	April	Wildfire in Unit 3 – 16 square feet
	June	Wildfire in Unit 4 – 922 square feet
	November	Mechanical vegetation reduction in Units 2, 4 and 5-7
2016		No significant events
2017	February	Mechanical vegetation reduction in Units 3, 4, and 5
	May	Mechanical vegetation reduction in Units 6 and 7
	September	65 dancing lady orchids installed by FAU's Pine Jog Environmental Education Center
2018	February	Repairs made to 6 sections of the ADA trail
	May	100 dancing lady orchids installed by FAU's Pine Jog Environmental Education Center
	June	Mechanical vegetation reduction to reduce vegetation height along sides of all management roads
		300 dancing lady orchids installed by FAU's Pine Jog Environmental Education Center
	September	Post-and-rail fencing installed along west and south sides of Unit 5
		Threshold ramp installed where ADA trail transitions to wooden pedestrian bridge north of parking lot
2019	January	Mechanical vegetation reduction throughout natural area
		Sod installed along edges of ADA trail to prevent soil erosion along trail
2020		900 linear feet of post-and-rail fencing replaced adjacent to Congress Avenue and 780 linear feet replaced along NW 6 <sup>th</sup> Avenue
	April	Mechanical vegetation reduction of 9.7 acres northwest of the wetland restoration area
2021	January	Mechanical vegetation reduction in select areas near the public use facilities
	April	Volunteer planting of 500 sand cordgrass
	May	Volunteer planting of 350 sand cordgrass
2022	August	Mechanical vegetation reduction in Units 6 and 7 – 45 acres
2023	September	Natural area added to the Great Florida Birding Trail
2024	May	Wildfire in Units 1, 2 and 3 – 36 acres
	July	City of Boca Raton approval of 10-year update to management plan
	July	Soil and Water Conservation District approval of 10-year update to management plan

Year	Month	Event
	August	Public hearing on 10-year update to management plan hosted by NAMAC
	September	NAMAC approval of 10-year update to management plan
	February	ARC approval of 10-year update to management plan
	May	BCC approval of 10-year update to management plan

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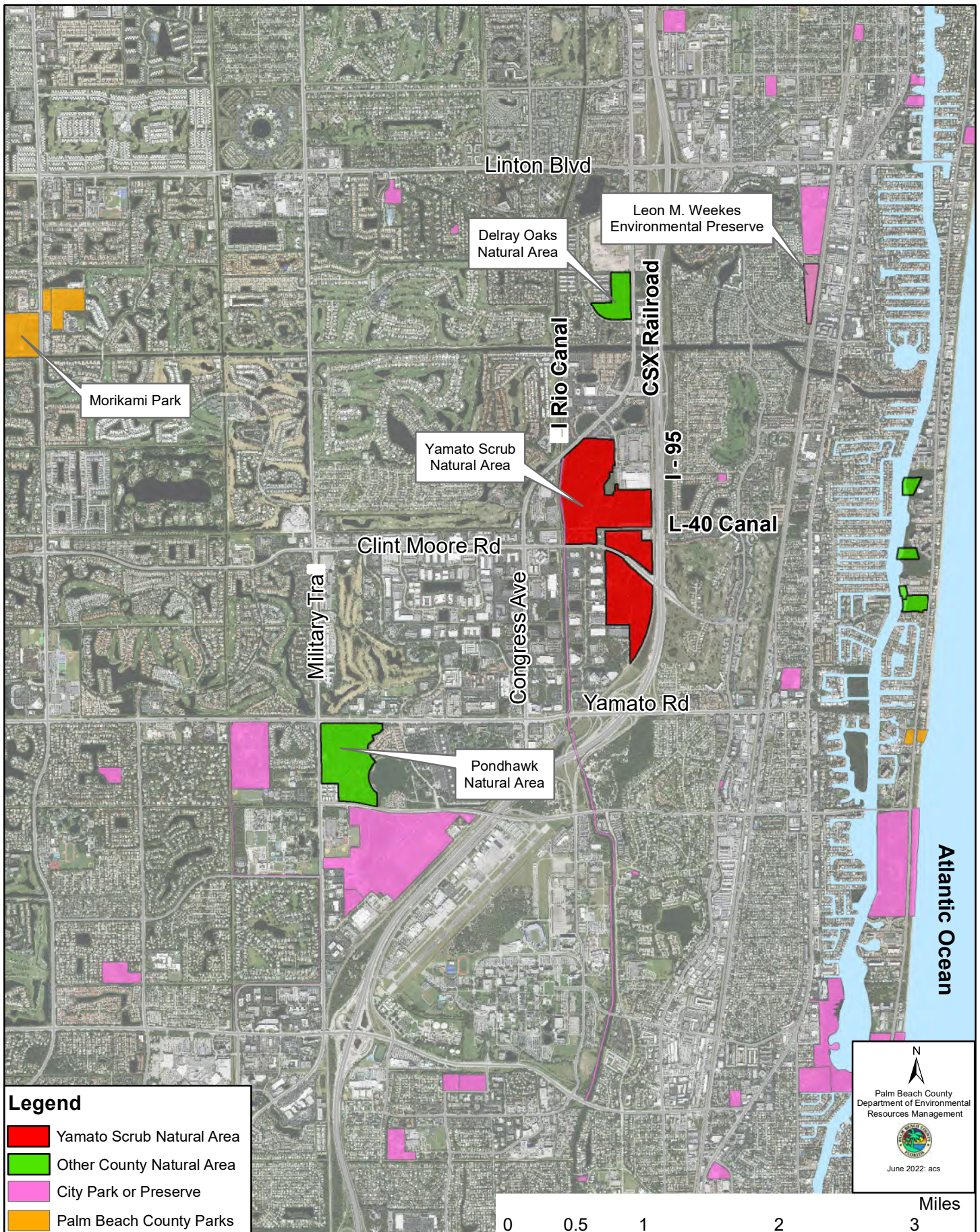
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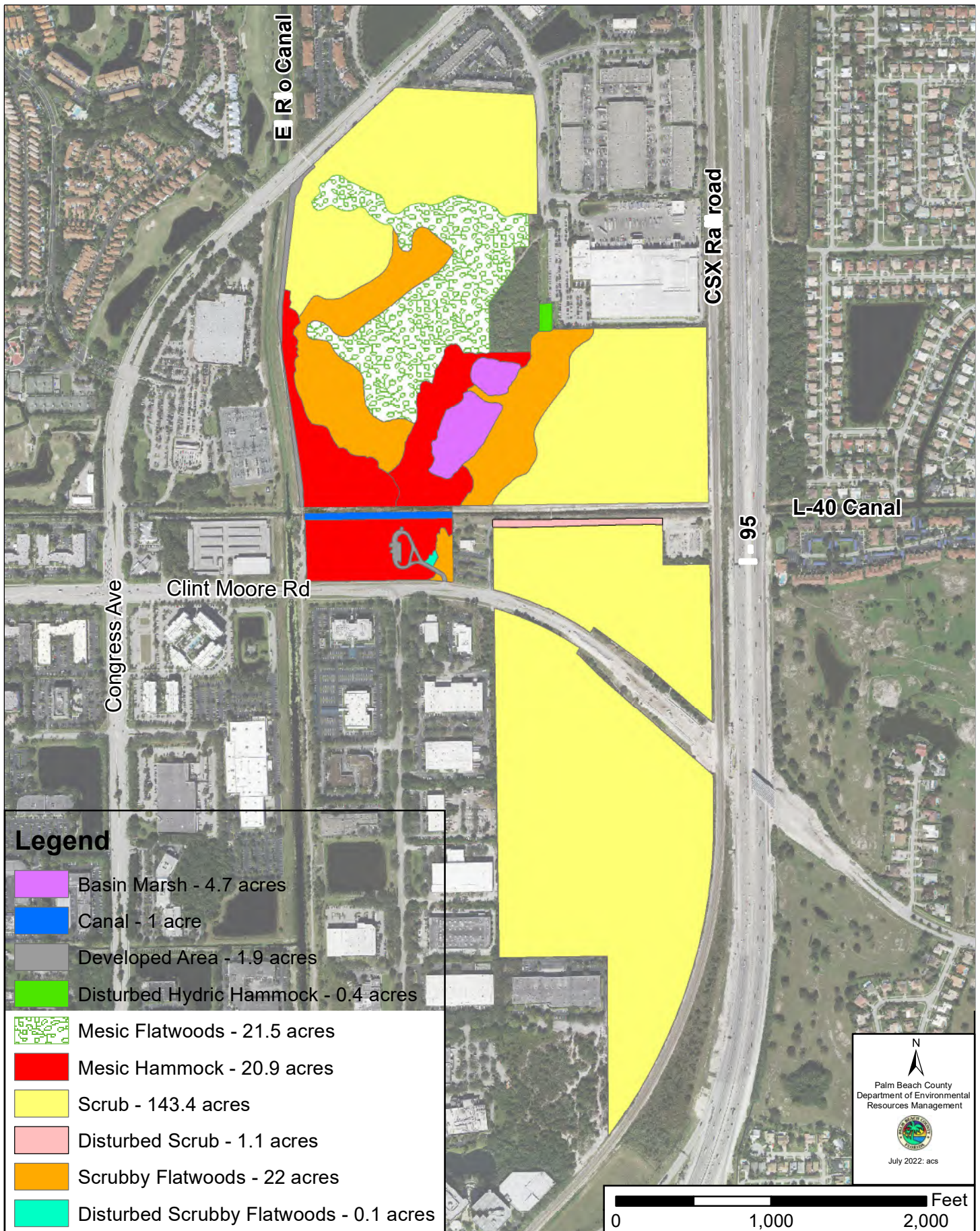
**Figure 1. Yamato Scrub Natural Area Location Map**



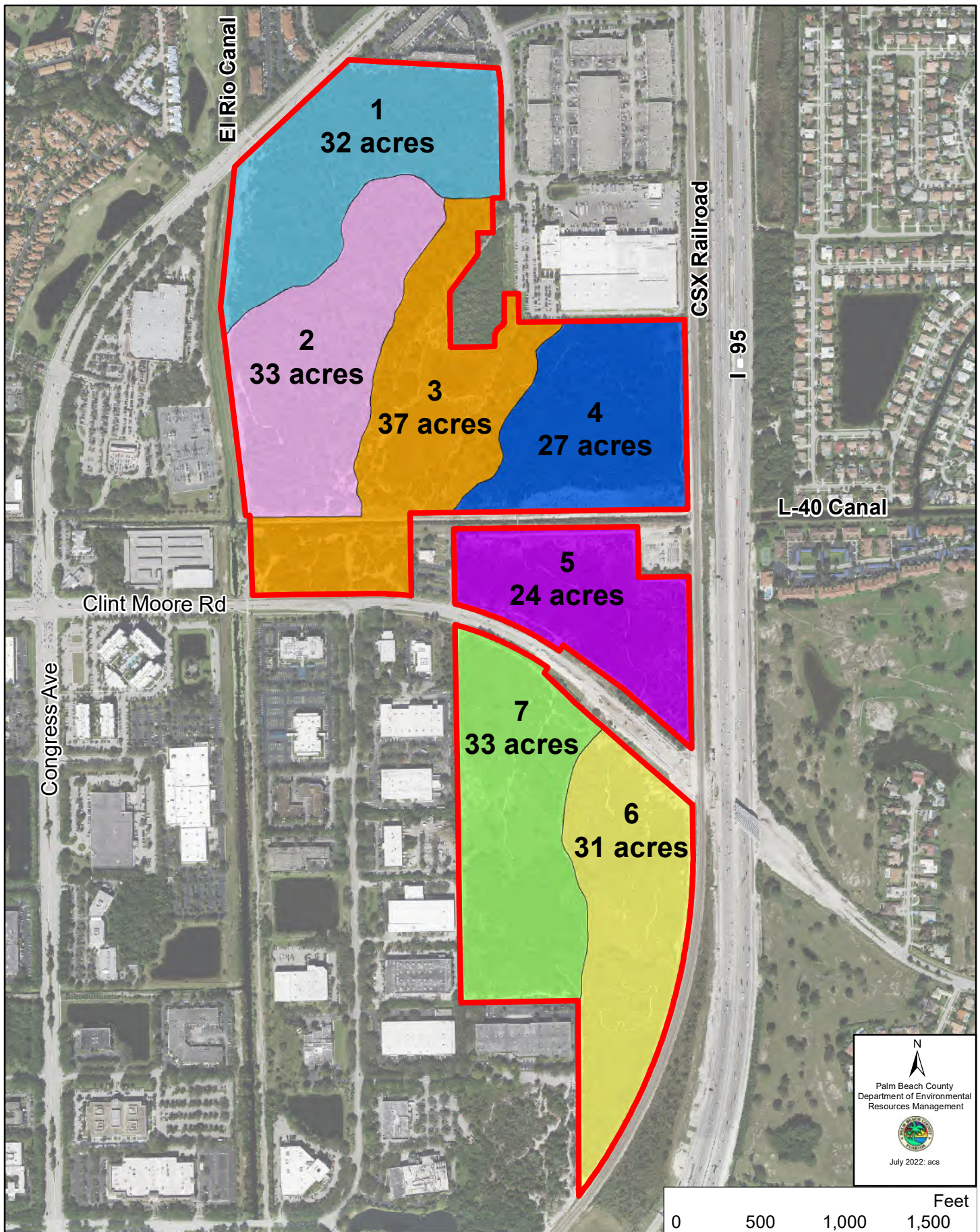
**Figure 2. Yamato Scrub Natural Area Ownership/Tract Map**



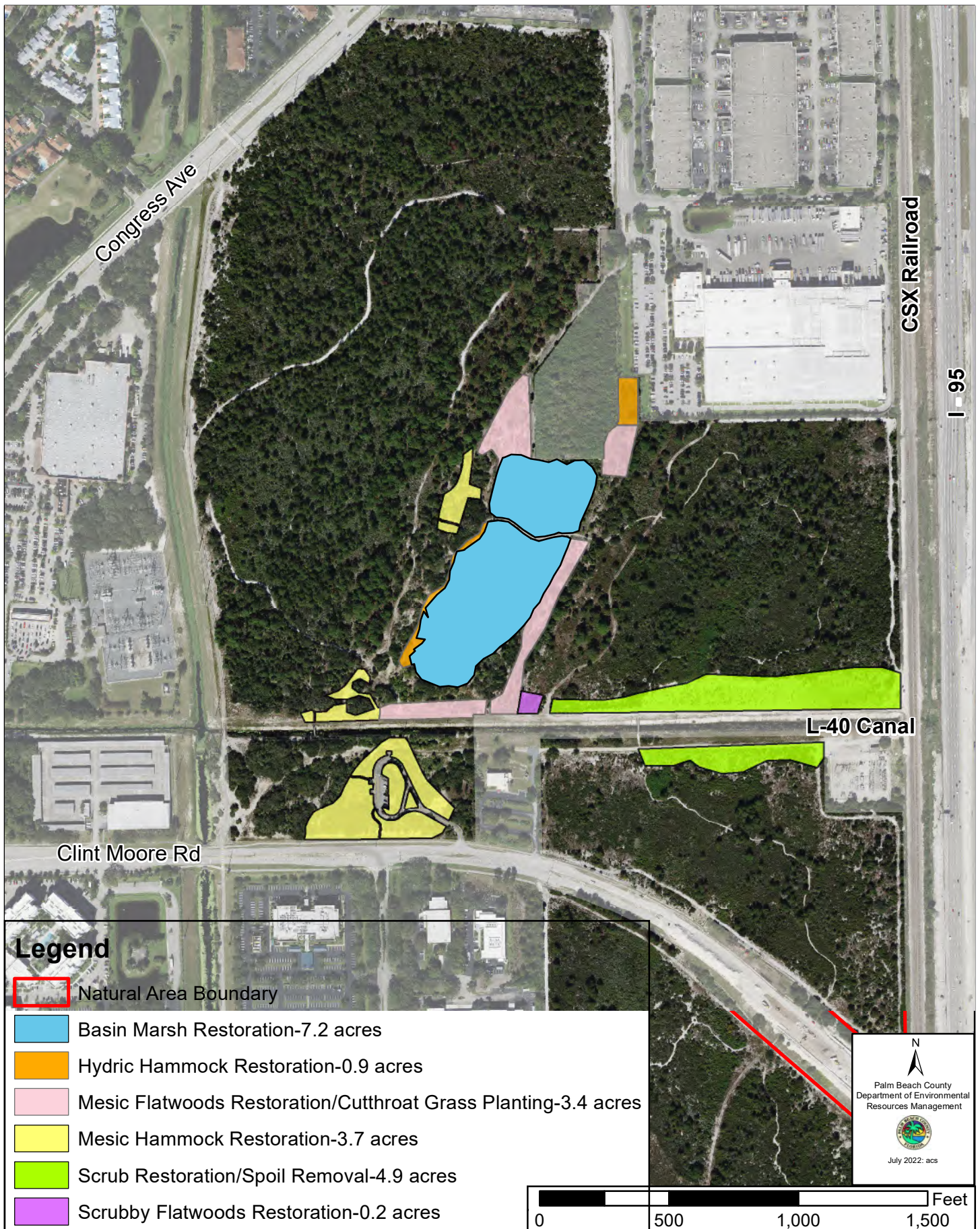
**Figure 3. Yamato Scrub Natural Area Soils Map**



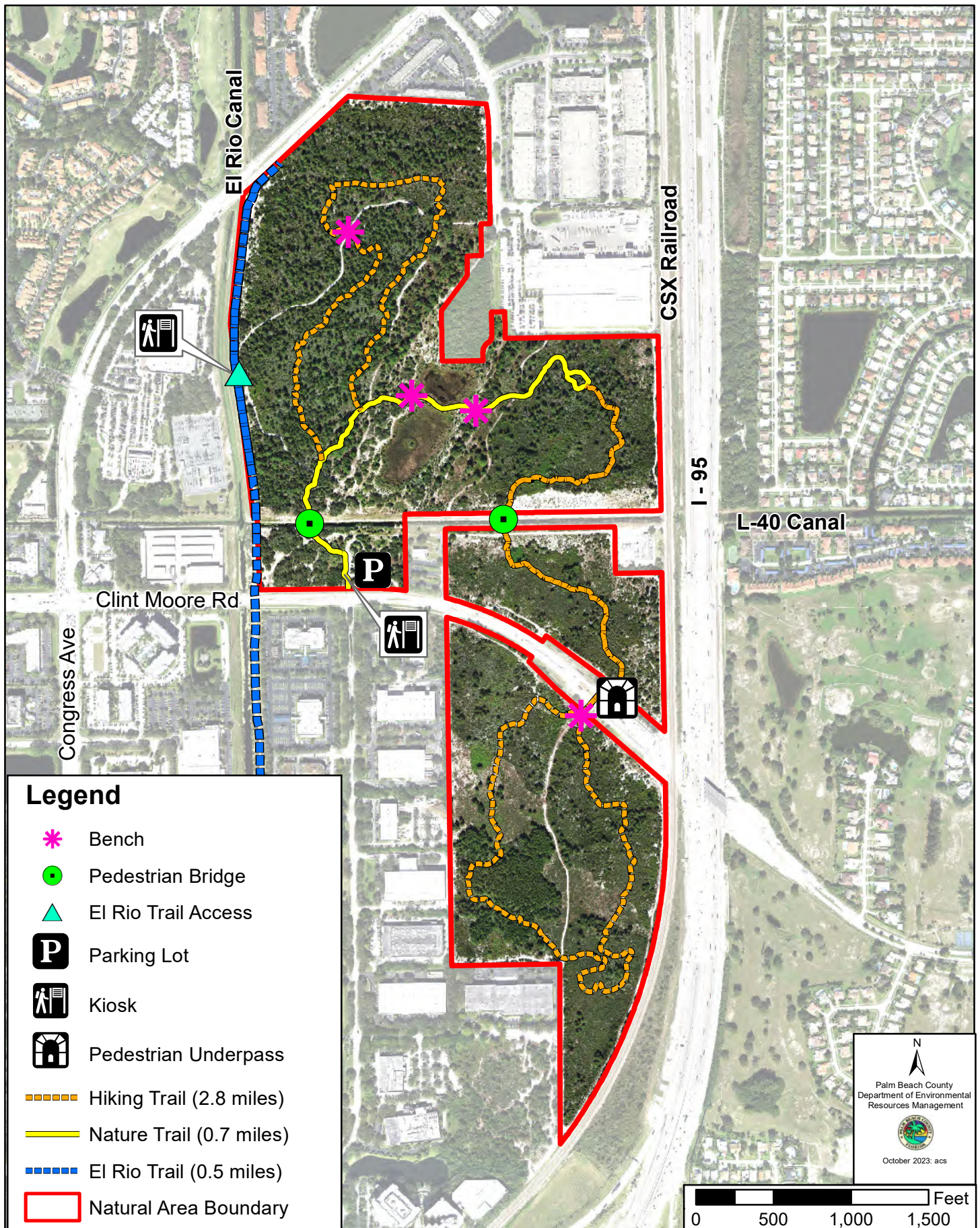
**Figure 4. Yamato Scrub Natural Area Vegetation Map**



**Figure 5. Yamato Scrub Natural Area Management Units Map**



**Figure 6. Yamato Scrub Natural Area Restoration Map**



**Figure 7. Yamato Scrub Natural Area Public Use Facilities Map**

**Table 1. Listed Plant Species Recorded at Yamato Scrub Natural Area**

SCIENTIFIC NAME	COMMON NAME	STATUS/RANK DESIGNATION		
		USFWS	FDACS	FNAI
<i>Asclepias curtissii</i>	Curtiss' milkweed	N	CE	N
<i>Bletia purpurea</i>	Pinepink	N	T	N
<i>Coleataenia abscissa</i>	Cutthroatgrass	N	E	G3/S3
<i>Conradina grandiflora</i>	Largeflower false rosemary	N	T	G3/S3
<i>Encyclia tampensis</i>	Florida butterfly orchid	N	CE	N
<i>Euphorbia cumulicola</i>	Sand dune spurge	N	E	G2/S2
<i>Lechea cernua</i>	Scrub pinweed	N	T	G3/S3
<i>Ophioglossum palmatum</i>	Hand fern	N	CE	G4/S2
<i>Serenoa repens</i>	Saw palmetto	N	CE	N
<i>Swietenia mahagoni</i>	West Indian Mahogany	N	T	G3G4/S3
<i>Tillandsia balbisiana</i>	Inflated & reflexed wild pine	N	T	N
<i>Tillandsia fasciculata</i>	Common wild pine	N	E	N
<i>Tillandsia flexuossa</i>	Banded airplant	N	T	G5/S3
<i>Tillandsia utriculata</i>	Giant wild pine	N	E	N
<i>Zamia integrifolia</i>	Coontie	N	CE	N

CE = Commercially-exploited

E = Endangered

FDACS = Florida Department of Agriculture and Consumer Services

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

T = Threatened

UR = Under Review

USFWS = United States Fish and Wildlife Service

Species presence determined from field surveys conducted by ERM (2005-2024). 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 (2024). Status and rank designations are defined in Appendix C.

**Table 2. Listed Animal Species Recorded Yamato Scrub Natural Area**

SCIENTIFIC NAME	COMMON NAME	LISTING STATUS		
		FNAI	USFWS	FWC
<i>Alligator mississippiensis</i>	America alligator	G5/S4	T(S/A)	FT(S/A)
<i>Antigone canadensis pratensis</i>	Florida sandhill crane	G5T2/S2S3	UR	ST
<i>Aphelocoma coerulescens</i>	Florida scrub-jay	G2?/S2	T	FT
<i>Aramus guarauna</i>	Limpkin	G5/S3	N	N
<i>Crotalus adamanteus</i>	Eastern diamond-backed rattlesnake	G4/S3	UR	N
<i>Drymarchon corais couperi</i>	Eastern indigo snake	G3/S3	T	FT
<i>Dryobates villosus</i>	Hairy woodpecker	G5/S3	N	N
<i>Egretta caerulea</i>	Little blue heron	G5/S4	N	ST
<i>Egretta thula</i>	Snowy egret	G5/S3	N	N
<i>Egretta tricolor</i>	Tricolored heron	G5/S4	N	ST
<i>Elanoides forficatus</i>	Swallow-tailed kite	G5/S2	N	N
<i>Falco columbarius</i>	Merlin	G5/S2	N	N
<i>Falco peregrinus</i>	Peregrine falcon	G4/S2	N	N
<i>Gopherus polyphemus</i>	Gopher tortoise	G3/S3	N	ST
<i>Haliaeetus leucocephalus</i>	Bald eagle	G5/S3	N	N
<i>Helmitheros vermivorum</i>	Worm-eating warbler	G5/S1	N	N
<i>Hydroprogne</i>	Caspian tern	G5/S2	N	N
<i>Latrodectus bishopi</i>	Red widow spider	G2G3/S2S3	N	N
<i>Leptotes cassius theonus</i>	Cassius blue butterfly	N	T(S/A)	FT(S/A)
<i>Mycteria americana</i>	Wood stork	G4/S2	T	FT
<i>Nycticorax nycticorax</i>	Black-crowned night-heron	G5/S3	N	N
<i>Parkesia motacilla</i>	Louisiana waterthrush	G5/S2	N	N
<i>Passerina ciris ciris</i>	Painted bunting	G5T3/S3	N	N
<i>Platalea ajaja</i>	Roseate spoonbill	G5/S2	N	ST
<i>Plegadis falcinellus</i>	Glossy ibis	G5/S3	N	N
<i>Podomys floridanus</i>	Florida deer mouse	G3/S3	N	N
<i>Sceloporus woodi</i>	Florida scrub lizard	G2G3/S2S3	UR	N
<i>Siproeta stelenes</i>	Malachite	G5S2	N	N
<i>Sternula antillarum</i>	Least tern	G4/S3	N	ST

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
N	= Not listed
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

Species presence determined by field surveys conducted by ERM (1993-2024). Listings by FNAI are from FNAI (2024); listings by FWC are from FWC (2022); and listings by USFWS are from USFWS (undated). Listing categories are defined in Appendix C.

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

ACTIVITY	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Update management plan	X									
NAMAC review of updated management plan	X									
Public hearing 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 2024 dollars)**

**Site Management and Maintenance**

Prescribed habitat burns (personnel and equipment - \$27,500 per burn, 7 burns in a 10-year period/10 years to next management plan update)	\$19,250*
Mechanical Fuel Reduction	\$28,000*
Mowing and maintenance of management accessways/hiking trails (4 times/year)	\$2,818*
Fence line maintenance (3 times/year)	\$2,113*
Maintenance of public use facilities, including pedestrian bridges, pedestrian underpass, nature trail and trail markers/signs (bi-weekly or as needed) and trimming of hiking trail vegetation (2 times/year)	\$14,652*
Site management – monitoring program, annual reports, management plan updates, listed species protection, volunteer coordination and supervision, public outreach, educational materials and intergovernmental coordination	\$75,619*
Nonnative/invasive plant control (217 acres @ \$415/acre)	\$90,055**
Repair/replacement due to damage/vandalism (0.5% of structural facilities cost of \$619,711)	\$3,099**
<b><i>Subtotal – present annual cost</i></b>	<b>\$235,606</b>

**Capital Facilities Maintenance and Replacement**

Removal and replacement of facilities with 10-year expected life (signs, pedestrian maze gates, trail markers, post-and-rail fencing) and facilities with 20-year expected life (portions of parking lot, bicycle rack, kiosks, management gates, chain link fencing, portions of parking lot)	\$665,743
<i>Estimated annual cost over 10 years @ 4% interest rate</i>	\$82,086
Removal and replacement of facilities with 10-year expected life and facilities 30 years after the initial installation	\$538,246
<i>Estimated annual cost over 20 years @ 4% interest rate</i>	\$39,615
<b><i>Subtotal – estimated annual capital replacement costs</i></b>	<b>\$121,701</b>

**TOTAL ANNUAL COST (in 2024 dollars) \$357,307**

\* 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

## **APPENDIX A**

### **PLANT SPECIES RECORDED AT THE YAMATO SCRUB NATURAL AREA**

## APPENDIX A

### PLANT SPECIES RECORDED AT THE YAMATO SCRUB NATURAL AREA Updated 4/4/2024

<u>Scientific Name</u>	<u>Common Name</u>
<i>Abrus precatorius</i> * NX (I)	Rosary pea
<i>Acacia auriculiformis</i> * (I)	Earleaf acacia
<i>Acrostichum danaeifolium</i>	Giant leather fern
<i>Agave angustifolia</i> *	Century plant
<i>Albizia lebeck</i> * (I)	Woman's tongue
<i>Alternanthera philoxeroides</i> * (PAP1) (II)	Alligatorweed
<i>Alysicarpus ovalifolius</i> *	False moneywort
<i>Alysicarpus vaginalis</i> *	White moneywort
<i>Amaranthus spinosus</i> *	Spiny amaranth
<i>Ambrosia artemisiifolia</i>	Common ragweed
<i>Ammannia latifolia</i>	Toothcups
<i>Amphicarpum muhlenbergianum</i>	Blue maidencane
<i>Andropogon glomeratus</i>	Bushy bluestem
<i>Andropogon longiberbis</i>	Hairy bluestem
<i>Andropogon ternarius</i>	Splitbeard bluestem
<i>Andropogon virginicus</i>	Broomsedge bluestem
<i>Annona glabra</i>	Pond apple
<i>Ardisia elliptica</i> * NX (I)	Shoebuttton
<i>Ardisia escallonioides</i>	Marlberry
<i>Aristida gyrans</i>	Corkscrew threeawn
<i>Aristida patula</i>	Tall threeawn
<i>Aristida purpurascens</i>	Arrowfeather threeawn
<i>Aristida</i> sp.	Threeawn
<i>Aristida spiciformis</i>	Bottlebrush threeawn
<i>Aristida stricta</i>	Wiregrass
<i>Asclepias curtissii</i>	Curtiss's milkweed
<i>Asimina reticulata</i>	Netted pawpaw
<i>Asparagus aethiopicus</i> * (I)	Sprenger's asparagus-fern
<i>Azolla filiculoides</i>	American waterfern
<i>Baccharis glomeruliflora</i>	Silverling
<i>Baccharis halimifolia</i>	Groundsel tree
<i>Bacopa monnieri</i>	Herb-of-grace
<i>Bejaria racemosa</i>	Tarflower
<i>Bidens alba</i>	Beggarticks
<i>Bletia purpurea</i>	Pinepink
<i>Boehmeria cylindrica</i>	False nettle
<i>Buchnera americana</i>	American bluehearts
<i>Buddleja indica</i> *	Indoor oak
<i>Bulbostylis ciliatifolia</i>	Capillary hairsedge

<i>Bursera simaruba</i>	Gumbo limbo
<i>Callicarpa americana</i>	American beautyberry
<i>Callisia ornata</i>	Florida scrub roseling
<i>Calophyllum antillanum</i> * (I)	Santa maria
<i>Campyloneurum phyllitidis</i>	Long strap fern
<i>Carphephorus corymbosus</i>	Florida paintbrush
<i>Cassytha filiformis</i>	Love vine
<i>Casuarina equisetifolia</i> * NX (PAP1) (I)	Australian-pine
<i>Catharanthus roseus</i> *	Madagascar periwinkle
<i>Cenchrus purpureus</i> * (I)	Napiergrass
<i>Cenchrus setaceus</i> * (II)	Fountaingrass
<i>Cenchrus spinifex</i>	Coastal sandbur
<i>Centella asiatica</i>	Spadeleaf
<i>Ceratiola ericoides</i>	Florida rosemary
<i>Ceratophyllum demersum</i>	Coontail
<i>Cereus hexagonus</i> *	Lady-of-the-night cactus
<i>Chamaecrista fasciculata</i>	Partridge pea
<i>Chamaecrista nictitans</i>	Sensitive pea
<i>Chara</i> sp.	Muskgrass
<i>Chenopodium album</i> *	Lamb's-quarters
<i>Chenopodium ambrosioides</i> *	Mexican tea
<i>Chromolaena odorata</i>	Jack-in-the-bush
<i>Chrysobalanus icaco</i>	Coco plum
<i>Chrysopsis scabrella</i>	Coastalplain goldenaster
<i>Cirsium nuttallii</i>	Nuttall's thistle
<i>Cissus verticillata</i>	Possum grape
<i>Citrus x aurantium</i> *	Grapefruit, sour orange, sweet orange
<i>Cladina evansii</i>	Powder-puff lichen
<i>Cladina subtenuis</i>	Dixie reindeer lichen
<i>Cladium jamaicense</i>	Jamaica swamp sawgrass
<i>Cladonia leporina</i>	Jester lichen
<i>Cnidoscolus stimulosus</i>	Tread-softly
<i>Coccoloba diversifolia</i>	Pigeon plum
<i>Cocos nucifera</i> *(II)	Coconut palm
<i>Coleataenia abscissa</i>	Cutthroatgrass
<i>Commelina diffusa</i> var. <i>diffusa</i>	Common dayflower
<i>Commelina erecta</i>	Whitemouth dayflower
<i>Conoclinium coelestinum</i>	Blue mistflower
<i>Conradina grandiflora</i>	Largeflower false rosemary
<i>Conyza canadensis</i>	Canadian horseweed
<i>Costus spicatus</i> *	Spiked spirallflag
<i>Crinum zeylanicum</i> *	Milk-and-wine lily
<i>Crotalaria pallida</i> var. <i>obovata</i> *	Smooth rattlebox
<i>Crotalaria pumila</i>	Low rattlebox
<i>Crotalaria rotundifolia</i>	Rabbitbells
<i>Croton glandulosus</i>	Vente conmigo

<i>Cupaniopsis anacardioides</i> * NX (I)	Carrotwood
<i>Cuscuta exaltata</i>	Tall dodder
<i>Cuscuta</i> sp.	Dodder
<i>Cyanthillium cinereum</i> *	Little ironweed
<i>Cynodon dactylon</i> *	Bermudagrass
<i>Cyperus compressus</i>	Poorland flatsedge
<i>Cyperus croceus</i>	Baldwin's flatsedge
<i>Cyperus ligularis</i>	Swamp flatsedge
<i>Cyperus odoratus</i>	Fragrant flatsedge
<i>Cyperus ovatus</i>	Pinebarren flatsedge
<i>Cyperus polystachyos</i>	Manyspike flatsedge
<i>Cyperus surinamensis</i>	Tropical flatsedge
<i>Cyperus virens</i>	Green flatsedge
<i>Dactyloctenium aegyptium</i> * (II)	Durban crowfootgrass
<i>Dalea feayi</i>	Feay's prairieclover
<i>Delonix regia</i> *	Royal poinciana
<i>Desmodium incanum</i> *	Zarabacoa comun
<i>Desmodium lineatum</i>	Sand ticktrefoil
<i>Desmodium tortuosum</i> *	Dixie ticktrefoil
<i>Dichanthelium aciculare</i>	Needleleaf witchgrass
<i>Dichanthelium ensifolium</i>	Cypress witchgrass
<i>Dichanthelium portoricense</i>	Hemlock witchgrass
<i>Dichanthelium strigosum</i>	Roughhair witchgrass
<i>Digitaria ciliaris</i>	Southern crabgrass
<i>Digitaria eriantha</i> *	Pangolagrass
<i>Digitaria insularis</i>	Sourgrass
<i>Digitaria longiflora</i> *	Indian crabgrass
<i>Diodia virginiana</i>	Virginia buttonweed
<i>Diospyros virginiana</i>	Common persimmon
<i>Dracaena hyacinthoides</i> * (II)	Bowstring hemp
<i>Dypsis lutescens</i> *	Areca palm
<i>Echinochloa crus-galli</i> *	Barnyardgrass
<i>Echinochloa walteri</i>	Coast cockspur
<i>Eclipta prostrata</i>	False daisy
<i>Eichhornia crassipes</i> * (PAP1) (I)	Common water-hyacinth
<i>Eleocharis baldwinii</i>	Baldwin's spikerush
<i>Eleocharis cellulosa</i>	Gulf coast spikerush
<i>Eleocharis interstincta</i>	Knotted spikerush
<i>Emilia fosbergii</i> *	Florida tassleflower
<i>Emilia sonchifolia</i> *	Lilac tassleflower
<i>Encyclia tampensis</i>	Florida butterfly orchid
<i>Eragrostis ciliaris</i> *	Gophertail lovegrass
<i>Erechtites hieracifolius</i>	Fireweed
<i>Erigeron quercifolius</i>	Oakleaf fleabane
<i>Eriobotrya japonica</i> *	Loquat
<i>Eryngium aromaticum</i>	Fragrant eryngo

*Eugenia uniflora*\* (I)  
*Eulophia graminea*\* (II)  
*Eupatorium capillifolium*  
*Euphorbia bombensis*  
*Euphorbia cumulicola*  
*Euphorbia hirta*  
*Euphorbia hypericifolia*  
*Euphorbia hyssopifolia*  
*Euphorbia maculata*  
*Euphorbia mendezii*\*  
*Euphorbia ophthalmica*  
*Euphorbia polyphylla*  
*Euphorbia thymifolia*  
*Euploca polyphylla*  
*Eustachys glauca*  
*Eustachys petraea*  
*Euthamia caroliniana*  
*Ficus aurea*  
*Ficus benjamina*\*  
*Ficus microcarpa*\* (I)  
*Fimbristylis cymosa*  
*Forestiera segregata*  
*Froelichia floridana*  
*Fuirena scirpoidea*  
*Funastrum clausum*  
*Galactia regularis*  
*Galactia volubilis*  
*Galium hispidulum*  
*Galium tinctorium*  
*Gamochaeta antillana*  
*Gaura angustifolia*  
*Helianthemum corymbosum*  
*Helianthemum nashii*  
*Helianthus debilis*  
*Heptapleurum actinophylla*\* (I)  
*Heterotheca subaxillaris*  
*Hexasepalum teres*  
*Houstonia procumbens*  
*Hydrilla verticillata*\* NX (PAP1) (I)  
*Hydrocotyle* sp.  
*Hymenocallis latifolia*  
*Hypericum tetrapetalum*  
*Hypoxis juncea*  
*Ilex cassine*  
*Ilex glabra*  
*Indigofera hirsuta*\*

Surinam cherry  
 Eulophia ground orchid  
 Dogfennel  
 Dixie sandmat  
 Sand dune spurge  
 Pillpod sandmat  
 Graceful sandmat  
 Hyssopleaf sandmat  
 Spotted sandmat  
 Mendez's sandmat  
 Florida hammock sandmat  
 Lesser Florida spurge  
 Gulf sandmat  
 Pineland heliotrope  
 Saltmarsh fingergrass  
 Pinewoods fingergrass  
 Slender flattop goldenrod  
 Strangler fig  
 Weeping fig  
 Indian laurel  
 Hurricanegrass  
 Florida swampprivet  
 Cottonweed  
 Southern umbrellasedge  
 White twinevine  
 Downy milkpea  
 Eastern milkpea  
 Coastal bedstraw  
 Stiff marsh bedstraw  
 Caribbean purple everlasting  
 Southern beeblossom  
 Pinebarren frostweed  
 Florida scrub frostweed  
 East coast dune sunflower  
 Australian umbrella tree  
 Camphorweed  
 Poor joe  
 Innocence  
 Hydrilla  
 Marshpennywort  
 Perfumed spiderlily  
 Fourpetal st. john's-wort  
 Fringed yellow stargrass  
 Dahoon  
 Gallberry  
 Hairy indigo

<i>Ipomoea indica</i>	Oceanblue morning-glory
<i>Ipomoea pes-caprae</i> subsp. <i>brasiliensis</i>	Railroad vine
<i>Iresine diffusa</i>	Juba's bush
<i>Juncus marginatus</i>	Grassleaf rush
<i>Juncus polycephalos</i>	Manyhead rush
<i>Kalanchoe daigremontiana</i> *	Devil's backbone
<i>Kalanchoe delagoensis</i> *	Chandelier plant
<i>Kalanchoe pinnata</i> * (II)	Life plant
<i>Kosteletzkya pentacarpos</i>	Virginia saltmarsh mallow
<i>Lactuca graminifolia</i>	Grassleaf lettuce
<i>Lantana involucrata</i>	Buttonsage
<i>Lantana strigocamara</i> * (I)	Shrubverbena
<i>Lechea cernua</i>	Scrub pinweed
<i>Lechea deckertii</i>	Deckert's pinweed
<i>Lechea torreyi</i>	Piedmont pinweed
<i>Lemna valdiviana</i>	Valdivia duckweed
<i>Lepidium virginicum</i>	Virginia pepperweed
<i>Leucaena leucocephala</i> * NX (II)	White leadtree
<i>Liatris tenuifolia</i>	Shortleaf gayfeather
<i>Licania michauxii</i>	Gopher apple
<i>Linaria canadensis</i>	Canadian toadflax
<i>Linaria floridana</i>	Apalachicola toadflax
<i>Ludwigia octovalvis</i>	Mexican primrosewillow
<i>Ludwigia peruviana</i> * (I)	Peruvian primrosewillow
<i>Ludwigia repens</i>	Creeping primrosewillow
<i>Lupinus diffusus</i>	Skyblue lupine
<i>Lygodium microphyllum</i> * NX (I)	Old world climbing fern
<i>Lyonia fruticosa</i>	Coastalplain staggerbush
<i>Lyonia lucida</i>	Fetterbush
<i>Lythrum alatum</i>	Winged loosestrife
<i>Melaleuca quinquenervia</i> * NX (PAP1) (I)	Melaleuca
<i>Melinis repens</i> * (I)	Rose natalgrass
<i>Melothria pendula</i>	Creeping cucumber
<i>Micranthemum glomeratum</i>	Manatee mudflower
<i>Micranthemum umbros</i>	Shade mudflower
<i>Mikania cordifolia</i>	Florida Keys hempvine
<i>Mikania scandens</i>	Climbing hempvine
<i>Mitracarpus hirtus</i> *	Tropical girdlepod
<i>Mollugo verticillata</i> *	Indian chickweed
<i>Momordica charantia</i> * (II)	Balsampear
<i>Monotropa uniflora</i>	Indianpipe
<i>Morella cerifera</i>	Wax myrtle
<i>Murraya paniculata</i> * (II)	Orange jessamine
<i>Myrsine cubana</i>	Myrsine
<i>Nekemias arborea</i>	Peppervine
<i>Nephrolepis brownii</i> * (I)	Asian sword fern

<i>Nephrolepis cordifolia</i> * (I)	Tuberous sword fern
<i>Neptunia pubescens</i>	Tropical puff
<i>Oeceoclades maculata</i> *	Monk orchid
<i>Oldenlandia corymbosa</i> *	Flattop mille grains
<i>Oldenlandia uniflora</i>	Clustered mille grains
<i>Ophioglossum palmatum</i>	Hand fern
<i>Opuntia austrina</i>	Devil's-tongue
<i>Opuntia cochenillifera</i> *	Cochineal cactus
<i>Orthosia scoparia</i>	Leafless swallowwort
<i>Oxalis corniculata</i>	Common yellow woodsorrel
<i>Palafoxia feayi</i>	Feay's palafox
<i>Palafoxia integrifolia</i>	Coastalplain palafox
<i>Panicum dichotomiflorum</i>	Fall panicgrass
<i>Panicum hemitomon</i>	Maidencane
<i>Panicum repens</i> * (I)	Torpedograss
<i>Panicum virgatum</i>	Switchgrass
<i>Parietaria floridana</i>	Florida pellitory
<i>Paronychia americana</i>	American nailwort
<i>Parthenium hysterophorus</i> *	Santa maria feverfew
<i>Parthenocissus quinquefolia</i>	Virginia creeper
<i>Paspalum boscianum</i>	Bull crowngrass
<i>Paspalum setaceum</i>	Thin paspalum
<i>Paspalum urvillei</i> *	Vaseygrass
<i>Passiflora incarnata</i>	Purple passionflower
<i>Passiflora suberosa</i>	Corksystem passionflower
<i>Pectis glaucescens</i>	Sanddune cinchweed
<i>Persea borbonia</i> var. <i>humilis</i>	Silk bay
<i>Persicaria hydropiperoides</i>	Mild waterpepper
<i>Philodendron bipinnatifidum</i> *	Split-leaf philodendron
<i>Phlebodium aureum</i>	Golden polypody
<i>Phyla nodiflora</i>	Turkey tangle fogfruit
<i>Phyllanthus abnormis</i>	Drummond's leafflower
<i>Phyllanthus tenellus</i> *	Mascarene island leafflower
<i>Physalis angulata</i>	Cutleaf groundcherry
<i>Physalis pubescens</i>	Husk tomato
<i>Physalis walteri</i>	Walter's groundcherry
<i>Phytolacca americana</i>	American pokeweed
<i>Pilea microphylla</i>	Artillery plant
<i>Piloblephis rigida</i>	Wild pennyroyal
<i>Pinus clausa</i>	Sand pine
<i>Pinus elliottii</i>	Slash pine
<i>Piriqueta cistoides</i> subsp. <i>caroliniana</i>	Pitted stripeseed
<i>Pisonia aculeata</i>	Devil's claws
<i>Pistia stratiotes</i> * (PAP2) (I)	Water-lettuce
<i>Pityopsis graminifolia</i>	Narrowleaf silkgrass
<i>Pleopeltis michauxiana</i>	Resurrection fern

*Pluchea baccharis*  
*Pluchea foetida*  
*Pluchea odorata*  
*Poinsettia cyathophora*  
*Polanisia tenuifolia*  
*Polygala incarnata*  
*Polygala lutea*  
*Polygala violacea*  
*Polygonum delopyrum*  
*Polygonum nesomii*  
*Polygonum pinicola*  
*Polygonum polygamum*  
*Polypremum procumbens*  
*Pontederia cordata*  
*Portulaca oleracea*\*  
*Portulaca pilosa*  
*Pouzolzia zeylanica*\*  
*Pseudognaphalium obtusifolium*  
*Psilotum nudum*  
*Psychotria nervosa*  
*Pteridium aquilinum*  
*Pteris vittata*\* (II)  
*Pterocaulon pycnostachyum*  
*Ptilimnium capillaceum*  
*Quercus chapmanii*  
*Quercus geminata*  
*Quercus laurifolia*  
*Quercus minima*  
*Quercus myrtifolia*  
*Quercus virginiana*  
*Rhexia mariana*  
*Rhynchospora colorata*  
*Rhynchospora megalocarpa*  
*Rhynchospora microcarpa*  
*Richardia brasiliensis*\*  
*Richardia grandiflora*\* (II)  
*Richardia scabra*\*  
*Ricinus communis*\* (II)  
*Rivina humilis*  
*Sabal etonia*  
*Sabal palmetto*  
*Sacciolepis striata*  
*Sagittaria lancifolia*  
*Sagittaria latifolia*  
*Salix caroliniana*  
*Sambucus nigra* subsp. *canadensis*

Rosy camphorweed  
 Stinking camphorweed  
 Sweetscent  
 Paintedleaf  
 Slenderleaf clammyweed  
 Procession flower  
 Orange milkwort  
 Showy milkwort  
 Hairy jointweed  
 Largeflower jointweed  
 Tall jointweed  
 October flower  
 Rustweed  
 Pickerelweed  
 Little hogweed  
 Pink purslane  
 Pouzolzia's bush  
 Rabbit tobacco  
 Whisk-fern  
 Wild coffee  
 Bracken  
 Chinese ladder brake  
 Blackroot  
 Mock bishopsweed  
 Chapman's oak  
 Sand live oak  
 Laurel oak  
 Dwarf live oak  
 Myrtle oak  
 Live oak  
 Pale meadowbeauty  
 Starrush whitetop  
 Sandyfield beaksedge  
 Southern beaksedge  
 Tropical mexican clover  
 Largeflower mexican clover  
 Rough Mexican clover  
 Castorbean  
 Rougeplant  
 Scrub palmetto  
 Cabbage palm  
 American cupscale  
 Bulltongue arrowhead  
 Broadleaf arrowhead  
 Coastalplain willow  
 Elderberry

*Schinus terebinthifolius*\* NX (PAP1) (I)  
*Schizachyrium scoparium*  
*Schoenoplectus tabernaemontani*  
*Scleria ciliata*  
*Scleria triglomerata*  
*Scoparia dulcis*  
*Selaginella arenicola*  
*Senna pendula* var. *glabrata*\*  
*Serenoa repens*  
*Sesbania vesicaria*  
*Setaria corrugata*  
*Setaria parviflora*  
*Seymeria pectinata*  
*Sida cordifolia*\*  
*Sida rhombifolia*  
*Sida ulmifolia*  
*Sideroxylon reclinatum*  
*Sideroxylon tenax*  
*Sisyrinchium xerophyllum*  
*Smilax auriculata*  
*Smilax bona-nox*  
*Solanum americanum*  
*Solidago fistulosa*  
*Solidago gigantea*  
*Solidago odora* var. *chapmanii*  
*Solidago sempervirens*  
*Solidago stricta*  
*Sonchus oleraceus*\*  
*Sorghastrum secundum*  
*Spartina bakeri*  
*Spermacoce prostrata*  
*Spermacoce remota*  
*Spermacoce verticillata*\* (II)  
*Sphagneticola trilobata*\* (II)  
*Sporobolus indicus*\*  
*Stenotaphrum secundatum*  
*Stillingia sylvatica*  
*Stipulicida setacea*  
*Stylosanthes hamata*  
*Swietenia mahagoni*  
*Syagrus romanzoffiana*\* (II)  
*Symphyotrichum bahamense*  
*Symphyotrichum dumosum*  
*Syzygium cumini*\* (I)  
*Telmatoblechnum serrulatum*  
*Thelypteris kunthii*

Brazilian pepper  
 Little bluestem  
 Softstem bulrush  
 Fringed nutrush  
 Tall nutgrass  
 Sweetbroom  
 Sand spike-moss  
 Valamuerto  
 Saw palmetto  
 Bladderpod  
 Coastal foxtail  
 Knotroot foxtail  
 Piedmont blacksenna  
 Lima  
 Indian hemp  
 Common fanpetals  
 Florida bully  
 Tough bully  
 Jeweled blue-eyed grass  
 Earleaf greenbrier  
 Saw greenbrier  
 American black nightshade  
 Pinebarren goldenrod  
 Giant goldenrod  
 Chapman's goldenrod  
 Seaside goldenrod  
 Wand goldenrod  
 Common sowthistle  
 Lopsided Indiangrass  
 Sand cordgrass  
 Prostrate false buttonweed  
 Woodland false buttonweed  
 Shrubby false buttonweed  
 Creeping oxeye  
 Smutgrass  
 St. augustinegrass  
 Queensdelight  
 Pineland scalypink  
 Cheesytoes  
 West indian mahogany  
 Queen palm  
 Bahaman aster  
 Rice button aster  
 Java plum  
 Swamp fern  
 Southern shield fern

<i>Tillandsia balbisiana</i>	Inflated & reflexed wild pine
<i>Tillandsia fasciculata</i>	Common wild pine
<i>Tillandsia flexuosa</i>	Banded airplant
<i>Tillandsia paucifolia</i>	Potbelly airplant
<i>Tillandsia recurvata</i>	Ballmoss
<i>Tillandsia setacea</i>	Southern needleleaf
<i>Tillandsia sp.</i>	Airplant
<i>Tillandsia usneoides</i>	Spanish moss
<i>Tillandsia utriculata</i>	Giant wild pine
<i>Toxicodendron radicans</i>	Eastern poison ivy
<i>Tradescantia spathacea</i> * (I)	Oyster-plant
<i>Trema micrantha</i>	Nettletree
<i>Tribulus cistoides</i> * (II)	Burnnut
<i>Trichostema dichotomum</i>	Forked bluecurls
<i>Trichostema setaceum</i>	Narrowleaf bluecurls
<i>Tridax procumbens</i> * NX	Coatbuttons
<i>Triplasis purpurea</i>	Purple sandgrass
<i>Typha domingensis</i>	Southern cattail
<i>Urena lobata</i> * (I)	Caesarweed
<i>Urochloa distachya</i> *	Tropical signalgrass
<i>Urochloa maximum</i> * (II)	Guineagrass
<i>Vaccinium myrsinites</i>	Shiny blueberry
<i>Verbesina virginica</i>	White crownbeard
<i>Vigna luteola</i>	Hairypod cowpea
<i>Vitis cinerea</i> var. <i>floridana</i>	Florida grape
<i>Vitis rotundifolia</i>	Muscadine
<i>Vitis shuttleworthii</i>	Calloose grape
<i>Vittaria lineata</i>	Shoestring fern
<i>Waltheria indica</i>	Sleepy morning
<i>Ximenia americana</i>	Hog plum
<i>Yucca aloifolia</i>	Spanish bayonet
<i>Zamia furfuracea</i> *	Cardboard cycad
<i>Zamia integrifolia</i>	Coontie
<i>Zephyranthes citrina</i> *	Yellow zephyrlily
<i>Zoysia sp.</i> *	Templegrass

#### NOTES:

\* = Nonnative species

NX = Species is on the federal and state noxious weed lists

PAP1 = Species designated as Class 1 Prohibited Aquatic Plant by FDACS (2008)

PAP2 = Species designated as Class 2 Prohibited Aquatic Plant by FDACS (2008)

(I) = Exotic species designated as Category I (most invasive) by FISC (FISC 2023)

(II) = Exotic species designated as Category II (potentially invasive) by FISC (FISC 2023)

Scientific and common names of vascular plant species generally follow ITIS (2023); Nature Serve (2024); USDA, NRCS (2018); and Wunderlin et al. (2024). Lichens are from Brodo et al. (2001).

## **APPENDIX B**

### **ANIMAL SPECIES RECORDED AT THE YAMATO SCRUB NATURAL AREA**

## APPENDIX B

### ANIMAL SPECIES RECORDED AT THE YAMATO SCRUB NATURAL AREA Updated 10/20/2023

#### Scientific Name

#### Common Name

### MOLLUSCA

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

*Drymaeus multilineatus*

Lined treesnail

### ARTHROPODA

#### **Chelicerata (Spiders)**

##### Arachnida

*Argiope argentata*

*Eriophora ravilla*

*Gasteracantha cancriformis*

*Latrodectus bishopi*

*Leucauge venusta*

*Nephila clavipes*

*Peucetia viridians*

Silver garden spider

Tropical orbweaver

Spinybacked orbweaver

Red widow spider

Orchard orbweaver

Golden silk orbweaver

Green lynx spider

#### **Diplopoda (Millipedes)**

*Anadenobolus monilicornis*\*

*Narceus* sp.

Yellow-banded millipede

Millipede

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

##### Coleoptera

*Coccinellidae* (Family)

*Pasimachus strenuous*

*Serica tantula*

*Strategus antaeus*

*Trigonopeltastes delta*

Ladybird beetle

Ground beetle

Little silky june beetle

Ox beetle

Delta flower scarab

##### Dictyoptera

*Stagmomantis Carolina*

Praying mantis

### Diptera

*Aedes* sp.  
*Culicidae* (Family)  
*Chrysops* sp.  
*Mallophora bomboides*  
*Mucsa domestica*\*  
*Plecia nearctica*  
*Tabanus* sp.

Mosquito  
Mosquito  
Deer fly  
Florida bee killer  
House fly  
Love bug  
Horse fly

### Hemiptera

*Acanthocephala femorata*  
*Dactylopius* sp.  
*Tibicen* sp.

Florida leaffooted bug  
Cochineal insect  
Cicada

### Hymenoptera

*Apis mellifera*\*  
*Bombus pensylvanicus*  
*Dasymutilla occidentalis*  
*Pogonomyrmex badius*  
*Polistes* sp.  
*Solenopsis geminata*  
*Solenopsis invicta*\*  
*Solenopsis* sp.

Honeybee  
American bumble bee  
Velvet ant  
Florida harvester ant  
Paper wasp  
Fire ant  
Red imported fire ant  
Fire ant

### Lepidoptera

*Agraulis vanillae*  
*Anartia jatrophae*  
*Ascia monuste*  
*Danaus gilippus*  
*Danaus plexippus*  
*Dryas iulia*  
*Eurytides marcellus*  
*Heliconius charithonia tuckeri*  
*Hemileuca maia*  
*Hylephila phyleus*  
*Junonia coenia*  
*Leptotes cassius theonus*  
*Limenitis archippus*  
*Melanchroia chephise*  
*Papilio cresphontes*  
*Papilio polyxenes*  
*Phoebis philea*  
*Phoebis sennae*

Gulf fritillary  
White peacock  
Great southern white  
Queen  
Monarch  
Julia  
Zebra swallowtail  
Zebra longwing  
Eastern buckmoth  
Fiery skipper  
Common buckeye  
Cassius blue butterfly  
Viceroy  
White-tipped black  
Giant swallowtail  
Black swallowtail  
Orange-barred sulphur  
Cloudless sulphur

*Phoebis* sp.  
*Pyrgus communis*  
*Pyrisitia lisa*  
*Siproeta stelenes*  
*Urbanus proteus*  
*Vanessa atalanta*

Neuroptera

*Chrysoperla* sp.  
*Myrmeleon* sp.

Odonata

*Anax junius*  
*Anax longipes*  
*Brachymesia gravida*  
*Celithemis eponina*  
*Coryphaeschna adnexa*  
*Coryphaeschna ingens*  
*Crocothemis servilia*\*  
*Enallagma pollutum*  
*Erythemis plebeja*  
*Erythemis simplicicollis*  
*Erythemis vesiculosa*  
*Erythrodiplax minuscula*  
*Erythrodiplax umbrata*  
*Gynacantha nervosa*  
*Ischnura ramburii*  
*Lestes australis*  
*Libellula auripennis*  
*Micrathyria aequalis*  
*Orthemis ferruginea*  
*Pachydiplax longipennis*  
*Pantala flavescens*  
*Perithemis tenera*  
*Tamea carolina*  
*Tamea lacerata*  
*Tamea onusta*  
*Triacanthagyna trifida*  
Orthoptera  
*Arphia granulata*  
*Gryllus* sp.  
*Schistocerca alutacea*  
*Schistocerca americana*

Sulphur  
Common checkered-skipper  
Little yellow  
Malachite  
Long-tailed skipper  
Red admiral

Green lacewing  
Antlion

Common green darner  
Comet darner  
Four-spotted pennant  
Halloween pennant  
Blue-faced darner  
Regal darner  
Scarlet skimmer  
Florida bluet  
Pin-tailed pondhawk  
Eastern pondhawk  
Great pondhawk  
Little blue dragonlet  
Band-winged dragonlet  
Twilight darner  
Rambur's forktail  
Southern spreadwing  
Golden-winged skimmer  
Spot-tailed dasher  
Roseate skimmer  
Blue dasher  
Wandering glider  
Eastern amberwing  
Carolina saddlebags  
Black saddlebags  
Red saddlebags  
Phantom darner  
  
Southern yellow-winged grasshopper  
Cricket  
Leather-colored bird grasshopper  
American bird grasshopper

*Schistocerca damnifica*  
*Schistocerca obscura*

Mischievous bird grasshopper  
Obscure bird grasshopper

Phthiraptera

*Trichodectes otomaculatus*

Chewing louse

**Malacostraca (Crayfishes, Decapods and Shrimp)**

*Cardisoma guanhumi*

Blue land crab

**CHORDATA**

**Actinopterygii (Fishes)**

*Cichla ocellaris*\*

*Cichlasoma urophthalmus*\*

*Gambusia holbrooki*

*Hypostomus plecostomus*\*

*Lepisosteus platyrhincus*

*Micropterus salmoides*

*Oreochromis aureus*\*

*Tilapia mariae*\*

Butterfly peacock bass

Mayan cichlid

Eastern mosquitofish

Suckermouth catfish

Florida gar

Largemouth bass

Blue tilapia

Spotted tilapia

**Amphibia (Amphibians)**

*Acris gryllus*

*Anaxyrus terrestris*

*Dryophytes cinereus*

*Dryophytes gratiosus*

*Dryophytes squirellus*

*Eleutherodactylus planirostris*\*

*Gastrophryne carolinensis*

*Lithobates sphenoccephalus*

*Osteopilus septentrionalis*\*

Southern cricket frog

Southern toad

Green treefrog

Barking treefrog

Squirrel treefrog

Greenhouse frog

Eastern narrow-mouthed toad

Southern leopard frog

Cuban treefrog

**Reptilia (Reptiles)**

Crocodylia

*Alligator mississippiensis*

American alligator

Squamata

*Agama picticauda*

*Anolis carolinensis*

*Anolis sagrei*\*

*Aspidoscelis sexlineata*

Peter's rock agama

Green anole

Brown anole

Six-lined racerunner

*Basiliscus vittatus\**  
*Coluber constrictor*  
*Coluber flagellum*  
*Crotalus adamanteus*  
*Drymarchon corais couperi*  
*Iguana iguana\**  
*Leiocephalus carinatus\**  
*Micrurus fulvius*  
*Opheodrys aestivus*  
*Pantherophis alleghaniensis*  
*Pantherophis guttatus*  
*Plestiodon inexpectatus*  
*Sceloporus woodi*  
*Scincella lateralis*  
*Thamnophis sauritus*

#### Testudines

*Apalone ferox*  
*Geochelone sulcata\**  
*Gopherus polyphemus*  
*Pseudemys floridana peninsularis*  
*Pseudemys nelsoni*  
*Terrapene carolina*

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

##### Accipitriformes

*Accipiter cooperii*  
*Accipiter striatus*  
*Buteo jamaicensis*  
*Buteo lineatus*  
*Buteo platypterus*  
*Cathartes aura*  
*Coragyps atratus*  
*Elanoides forficatus*  
*Haliaeetus leucocephalus*  
*Pandion haliaetus*

##### Anseriformes

*Anas clypeata*  
*Anas crecca*  
*Anas discors*  
*Anas fulvigula*

Brown basilisk  
North american racer  
Coachwhip  
Eastern diamond-backed rattlesnake  
Eastern indigo snake  
Green iguana  
Northern curly-tailed lizard  
Harlequin coralsnake  
Rough greensnake  
Eastern ratsnake  
Red cornsnake  
Southeastern five-lined skink  
Florida scrub lizard  
Ground skink  
Eastern ribbonsnake

Florida softshell  
African spurred tortoise  
Gopher tortoise  
Peninsula cooter  
Florida red-bellied cooter  
Eastern box turtle

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

Northern shoveler  
Green-winged teal  
Blue-winged teal  
Mottled duck

*Anas platyrhynchos*

*Aythya collaris*

*Chen caerulescens*

*Dendrocygna autumnalis*

Mallard

Ring-necked duck

Snow goose

Black-bellied whistling-duck

Apodiiformes

*Chaetura pelagica*

Chimney swift

Caprimulgiformes

*Caprimulgus carolinensis*

*Chordeiles minor*

Chuck-will's-widow

Common nighthawk

Charadriiformes

*Actitis macularius*

*Calidris minutilla*

*Charadrius semipalmatus*

*Charadrius vociferus*

*Gallinago delicata*

*Himantopus mexicanus*

*Hydroprogne caspia*

*Leucophaeus atricilla*

*Sterna antillarum*

*Tringa flavipes*

*Tringa melanoleuca*

*Tringa semipalmata*

*Tringa solitaria*

Spotted sandpiper

Least sandpiper

Semipalmated plover

Killdeer

Wilson's snipe

Black-necked stilt

Caspian tern

Laughing gull

Least tern

Lesser yellowlegs

Greater yellowlegs

Willet

Solitary sandpiper

Ciconiiformes

*Mycteria americana*

Wood stork

Columbiformes

*Columba livia\**

*Columbina passerina*

*Zenaida asiatica*

*Zenaida macroura*

Rock pigeon

Common ground-dove

White-winged dove

Mourning dove

Coraciiformes

*Megaceryle alcyon*

Belted kingfisher

Cuculiformes

*Coccyzus americanus*

Yellow-billed cuckoo

Falconiformes

*Falco columbarius*

Merlin

*Falco peregrinus*  
*Falco sparverius*

Peregrine falcon  
American kestrel

Galliformes

*Colinus virginianus*

Northern bobwhite

Gruiformes

*Antigone canadensis pratensis*  
*Aramus guarana*  
*Fulica americana*  
*Gallinula galeata*  
*Porphyrio martinicus*  
*Porzana carolina*

Florida sandhill crane  
Limpkin  
American coot  
Common gallinule  
Purple gallinule  
Sora

Passeriformes

*Agelaius phoeniceus*  
*Aphelocoma coerulescens*  
*Bombycilla cedrorum*  
*Cardinalis cardinalis*  
*Catharus fuscescens*  
*Corvus brachyrhynchos*  
*Corvus ossifragus*  
*Cyanocitta cristata*  
*Dumetella carolinensis*  
*Geothlypis trichas*  
*Helmitheros vermivorum*  
*Hirundo rustica*  
*Lanius ludovicianus*  
*Mimus polyglottos*  
*Mniotilta varia*  
*Myiarchus crinitus*  
*Oreothylpis peregrina*  
*Oreothylpis ruficapilla*  
*Parkesia motacilla*  
*Parkesia noveboracensis*  
*Passerculus sandwichensis*  
*Passerina caerulea*  
*Passerina ciris*  
*Passerina cyanea*  
*Pipilo erythrophthalmus*  
*Piranga olivacea*  
*Piranga rubra*  
*Polioptila caerulea*

Red-winged blackbird  
Florida scrub-jay  
Cedar waxwing  
Northern cardinal  
Veery  
American crow  
Fish crow  
Blue jay  
Gray catbird  
Common yellowthroat  
Worm-eating warbler  
Barn swallow  
Loggerhead shrike  
Northern mockingbird  
Black-and-white warbler  
Great crested flycatcher  
Tennessee warbler  
Nashville warbler  
Louisiana waterthrush  
Northern waterthrush  
Savannah sparrow  
Blue grosbeak  
Painted bunting  
Indigo bunting  
Eastern towhee  
Scarlet tanager  
Summer tanager  
Blue-gray gnatcatcher

*Progne subis*  
*Quiscalus major*  
*Quiscalus quiscula*  
*Regulus calendula*  
*Sayornis phoebe*  
*Seiurus aurocapilla*  
*Setophaga americana*  
*Setophaga caerulescens*  
*Setophaga coronata*  
*Setophaga discolor*  
*Setophaga dominica*  
*Setophaga magnolia*  
*Setophaga palmarum*  
*Setophaga pinus*  
*Setophaga ruticilla*  
*Setophaga striata*  
*Setophaga tigrina*  
*Stelgidopteryx serripennis*  
*Sturnus vulgaris*\*  
*Tachycineta bicolor*  
*Thryothorus ludovicianus*  
*Toxostoma rufum*  
*Troglodytes aedon*  
*Turdus migratorius*  
*Tyrannus tyrannus*  
*Vermivora cyanoptera*  
*Vireo flavifrons*  
*Vireo griseus*  
*Vireo solitarius*

#### Pelecaniformes

*Ardea alba*  
*Ardea herodias*  
*Botaurus lentiginosus*  
*Bubulcus ibis*  
*Butorides virescens*  
*Egretta caerulea*  
*Egretta thula*  
*Egretta tricolor*  
*Eudocimus albus*  
*Ixobrychus exilis*  
*Nycticorax nycticorax*  
*Pelecanus occidentalis*

Purple martin  
 Boat-tailed grackle  
 Common grackle  
 Ruby-crowned kinglet  
 Eastern phoebe  
 Ovenbird  
 Northern parula  
 Black-throated blue warbler  
 Yellow-rumped warbler  
 Prairie warbler  
 Yellow-throated warbler  
 Magnolia warbler  
 Palm warbler  
 Pine warbler  
 American redstart  
 Blackpoll warbler  
 Cape May warbler  
 Northern rough-winged swallow  
 European starling  
 Tree swallow  
 Carolina wren  
 Brown thrasher  
 House wren  
 American robin  
 Eastern kingbird  
 Blue-winged warbler  
 Yellow-throated vireo  
 White-eyed vireo  
 Blue-headed vireo

Great egret  
 Great blue heron  
 American bittern  
 Cattle egret  
 Green heron  
 Little blue heron  
 Snowy egret  
 Tricolored heron  
 White ibis  
 Least bittern  
 Black-crowned night-heron  
 Brown pelican

*Platalea ajaja*  
*Plegadis falcinellus*

Roseate spoonbill  
Glossy ibis

Piciformes

*Colaptes auratus*  
*Dryobates villosus*  
*Dryocopus pileatus*  
*Melanerpes carolinus*  
*Picoides pubescens*  
*Sphyrapicus varius*

Northern flicker  
Hairy woodpecker  
Pileated woodpecker  
Red-bellied woodpecker  
Downy woodpecker  
Yellow-bellied sapsucker

Podicipediformes

*Podilymbus podiceps*  
*Tachybaptus dominicus*

Pied-billed grebe  
Least grebe

Psittaciformes

*Aratinga erythrogenys*\*  
*Myiopsitta monachus*\*  
*Nandayus nenday*\*

Red-masked parakeet  
Monk parakeet  
Nanday parakeet

Strigiformes

*Bubo virginianus*

Great horned owl

Suliformes

*Anhinga anhinga*  
*Phalacrocorax auritus*

Anhinga  
Double-crested cormorant

**Mammalia** (Mammals)

*Canis latrans*  
*Dasyurus novemcinctus*  
*Didelphis virginiana*  
*Felis catus*\*  
*Peromyscus gossypinus*  
*Peromyscus floridanus*  
*Procyon lotor*  
*Scalopus aquaticus*  
*Sciurus carolinensis*  
*Sigmodon hispidus*  
*Spilogale putorius*  
*Sylvilagus floridanus*  
*Urocyon cinereoargenteus*

Coyote  
Nine-banded armadillo  
Virginia opossum  
Domestic cat  
Cotton deermouse  
Florida mouse  
Raccoon  
Eastern mole  
Eastern gray squirrel  
Hispid cotton rat  
Eastern spotted skunk  
Eastern cottontail  
Gray fox

\* = Nonnative species

NOTE: Scientific and common names of species generally follow The American Ornithological Society's checklist (2022), FWC (2022), FNAI (2024), NatureServe (2024), or ITIS (2023).

## **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.
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**

### **LEGAL DESCRIPTION**

## APPENDIX D

### LEGAL DESCRIPTION OF YAMATO SCRUB NATURAL AREA

#### PROPERTIES LEASED FROM THE STATE OF FLORIDA

##### **206.74-Acre Boca Commerce Center Tract**

###### PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 47 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6;

THENCE S 89° 54' 06" W ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 614.51 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD;

THENCE S 00° 10' 37" E ALONG THE SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1759.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CLINT MOORE ROAD, AS RECORDED IN PLAT BOOK 4, PAGE 240 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE CONTINUE S 00° 10' 37" E ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 241.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 3365.62 FEET, HAVING A CENTRAL ANGLE OF 37° 54' 31", AN ARC DISTANCE OF 2226.80 FEET;

THENCE N 00° 25' 10" E A DISTANCE OF 1155.17 FEET;

THENCE S 89° 49' 16" W A DISTANCE OF 696.92 FEET;

THENCE N 00° 09' 05" W A DISTANCE OF 2247.67 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS POINT BEARS S 16° 02' 55" W FROM THE LAST DESCRIBED POINT, SAID POINT ALSO BEING ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF CLINT MOORE ROAD;

THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 18° 54' 24", AN ARC DISTANCE OF 610.42 FEET;

THENCE S 34° 57' 19" W, RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 38.38 FEET;

THENCE S 45° 01' 58" E A DISTANCE OF 247.52 FEET;

THENCE S 48° 15' 37" E A DISTANCE OF 932.56 FEET TO THE POINT OF BEGINNING;  
(THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH THE SAID SOUTHERLY RIGHT-OF-WAY OF CLINT MOORE ROAD).

PARCEL 2:

A PORTION OF SECTION 6, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6;

THENCE S 89° 54' 06" W, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 614.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD;

THENCE S 00° 10' 37" E, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 100.00 FEET;

THENCE S 89° 54' 06" W, PARALLEL WITH AND 100.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 300.00 FEET;

THENCE S 00° 10' 37" E, A DISTANCE OF 300 FEET;

THENCE N 89° 54' 06" E, A DISTANCE OF 300 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD;

THENCE S 00° 10' 37" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1023.13 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLINT MOORE ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGE 240 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE N 48° 15' 37" W A DISTANCE OF 552.03 FEET;

THENCE N 53° 15' 52" W A DISTANCE OF 428.49 FEET;

THENCE S 34° 57' 19" W A DISTANCE OF 41.71 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S 34 57 19" W, FROM THE LAST DESCRIBED POINT;

THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET; A CENTRAL ANGLE OF 19° 55' 05", AN ARC DISTANCE OF 684.79 FEET (THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF CLINT MOORE ROAD);

THENCE N 00° 09' 05" W A DISTANCE OF 543.21 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6;

THENCE S 89° 54' 06" W ALONG SAID SECTION LINE A DISTANCE OF 669.43 FEET TO THE NORTH ONE-QUARTER CORNER OF SECTION 6;

THENCE CONTINUE S 89° 54' 06" W ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 606.10 FEET TO THE EAST TOP BANK OF THE L.W.D.D. E-4 CANAL AS LAID OUT AND IN USE;

THENCE N 03° 39' 32" W A DISTANCE OF 228.12 FEET;

THENCE N 08° 11' 09" W A DISTANCE OF 812.33 FEET;

THENCE N 01° 38' 02" E A DISTANCE OF 287.91 FEET;

THENCE N 07° 29' 43" E A DISTANCE OF 740.15 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE, AS RECORDED IN ROAD PLAT BOOK 4, PAGE 143, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, (THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH THE EAST TOP BANK OF L.W.D.D. E-4 CANAL);

THENCE N 47° 33' 13" E ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 2229.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHERLY, ALONG SAID RIGHT-OF-WAY LINE OF CONGRESS AVENUE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 13° 51' 51", AN ARC DISTANCE OF 476.66 FEET;

THENCE S 89° 56' 10" E A DISTANCE OF 727.76 FEET TO THE AFORESAID WEST RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD;

THENCE S 00° 10' 37" E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 3913.66 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

- A) ALL OF BOCA COMMERCE CENTER PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 44 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- B) ALL OF THAT PORTION OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTHEASTERLY AND EASTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 6<sup>TH</sup> AVENUE, BOCA COMMERCE CENTER PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 44 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- C) ALL THAT PORTION OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 6<sup>TH</sup> AVENUE, BOCA COMMERCE CENTER PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 27, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- D) ALL OF "KRAFT FOODSERVICE, INC. DISTRIBUTION FACILITY" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGES 182 AND 183 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- E) A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 31:

THENCE S 89° 54' 06" W ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 614.51 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD;

THENCE N 00° 10' 37" W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 3913.66 FEET;

THENCE N 89° 56' 10" W, A DISTANCE OF 727.76 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS N 56° 18' 38" W FROM THE LAST DESCRIBED POINT, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE, AS RECORDED IN PLAT BOOK 4, PAGE 143 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTHERLY AND WESTERLY ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 13° 51' 51", AN ARC DISTANCE OF 476.66 FEET TO THE POINT OF TANGENCY;

THENCE S 47° 33' 13" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 568.55 FEET TO THE POINT OF BEGINNING;

THENCE S 42° 26' 47" E ALONG THE SOUTHWESTERLY LINE OF "TRACT B-B" OF THE PLAT OF BOCA COMMERCE CENTER PHASE I AS RECORDED IN PLAT BOOK 46, PAGES 44 THROUGH 46 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 65.00 FEET;

THENCE N 47° 33' 13" E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "B-B" A DISTANCE OF 55.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF N.W. 6<sup>TH</sup> AVENUE AS SHOWN ON SAID PLAT;

THENCE S 42° 26' 47" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 98.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 907.00 FEET, A CENTRAL ANGLE OF 32° 04' 12", AN ARC DISTANCE OF 507.67 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N 86° 10' 31" W A DISTANCE OF 892.00 FEET, TO A POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE;

THENCE N 47° 33' 13" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING.

- F) A PARCEL OF LAND, BEING THE NORTH 100.00 FEET OF SECTION 6, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; LESS AND EXCEPT THE WEST 2054.69 FEET OF SAID NORTH 100.00 FEET OF SECTION 6, ALSO, LESS AND EXCEPT THE EAST 614.51 FEET OF SAID NORTH 100.00 FEET OF SECTION 6.
- G) THAT PORTION OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING THE EASTERLY 40.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31;

THENCE N 89° 54' 06" E, ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 2,062.14 FEET TO THE POINT OF BEGINNING;

THENCE N 03° 39' 32" W, A DISTANCE OF 225.07 FEET;

THENCE N 08° 11' 09" W, A DISTANCE OF 813.72 FEET;

THENCE N 01° 38' 02" E, A DISTANCE OF 292.02 FEET;

THENCE N° 07' 29 43" E, A DISTANCE OF 706.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONGRESS AVENUE (120 FEET IN WIDTH);

THENCE N 47° 33' 13" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONGRESS AVENUE, A DISTANCE OF 108.77 FEET;

THENCE S 07° 29' 43" W, A DISTANCE OF 785.67 FEET;

THENCE S 01° 38' 02" W, A DISTANCE OF 282.43 FEET;

THENCE S 08° 11' 09" E, A DISTANCE OF 810.47 FEET;

THENCE S 03° 39' 32" E, A DISTANCE OF 232.19 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 31;

THENCE S 89° 54' 06" W, ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 70.14 FEET TO THE POINT OF BEGINNING.

PROPERTIES NOT SUBJECT TO LEASE

**10-Acre Knight Investments, Inc. Tract**

ALL OF PARCEL 2, "CONGRESS CORPORATE CENTRE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, AT PAGE 123, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 10.378 ACRES, MORE OR LESS

## **APPENDIX E**

### **LEASE AGREEMENT**

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

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LEASE AGREEMENT

YAMATO SCRUB

Lease No. 4176

THIS LEASE AGREEMENT, made and entered into this 24~~th~~ day of February 1998, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

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

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Palm Beach, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of 50 years commencing on February 24, 1998 and ending on February 23, 2048 unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses

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

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

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

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

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR and LESSEE hereby designate their address as follows:

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

LESSEE: Palm Beach County Board of County Commissioners  
Department of Environmental Resources Management  
3323 Belvedere Road, BLDG. 502  
West Palm Beach, Florida 33406

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Patricia Toloday  
Witness

Patricia Toloday  
Print/Type Witness Name

Cheryl Granger  
Witness

Cheryl Granger  
Print/Type Witness Name

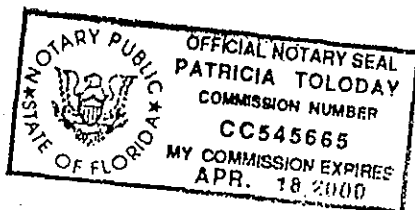
By: Daniel T. Crabb (SEAL)  
CHIEF, BUREAU OF LAND  
MANAGEMENT SERVICES, DIVISION  
OF STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

24th The foregoing instrument was acknowledged before me this  
day of February 1998, by Daniel T. Crabb, as  
Chief, Bureau of Land Management Services, Division of State  
Lands, Department of Environmental Protection, as agent for and  
on behalf of the Board of Trustees of the Internal Improvement  
Trust Fund of the State of Florida, who is personally known to  
me.

Patricia Toloday  
Notary Public, State of Florida



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Sam H. Hiss  
DEP Attorney

R97 2143D

DEC 16 1997

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

Karen Claerbout  
Witness

Karen Claerbout  
Print/Type Witness Name

Joan Haverly  
Witness

Joan Haverly  
Print/Type Witness Name

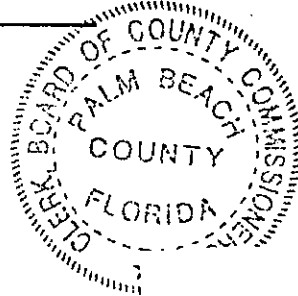
By: Burt Aaronson

Burt Aaronson

Title: Chairman

DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

By Carla Zafra  
DEPUTY CLERK  
"LESSEE"



"OFFICIAL SEAL"

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Meridith Zell  
County Attorney

ATTEST:

By: \_\_\_\_\_  
Print/Type Name

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
16th day of December 1997, by Burt Aaronson, as  
Board of County Commissioners of Palm Beach County, Florida, who is  
personally known to me.

Willie Oswalt  
Notary Public, State of Florida

(SEAL)



\_\_\_\_\_  
Type Notary Name

Commission Number: .

Commission Expires:

THIS INSTRUMENT PREPARED BY:

Jeffrey Watkin  
Thomson Muraro Razook & Hart, P.A.  
One Southeast Third Avenue  
17th Floor  
Miami, Florida 33131

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Tew + Beasley  
✓ 6013 NW 23th  
BR 33456

## WARRANTY DEED

THIS INDENTURE, made as of this 27 day of February, 1997 by Boca Commerce Center Associates, a Florida general partnership ("Grantor"), whose address is 551 N.W. 77th Street, Boca Raton, Florida 33487, in favor of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Grantee"), whose address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000.

NOW THEREFORE, Grantor, for and in consideration of Ten Dollars and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors and assigns, all of its right, title and interest in and to the real property situated in Palm Beach County, Florida more particularly described on Exhibit "A" attached hereto, SUBJECT TO easements, restrictions, limitations and conditions of record, if any now existing, but any such interests that may have been terminated are not hereby re-imposed.

Grantor covenants it has good right and lawful authority to sell and convey the Property, and hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto.

THIS CONVEYANCE IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX PURSUANT TO THE UNITED STATES BANKRUPTCY CODE 11 U.S.C. §1146(C) AND FLORIDA ADMINISTRATIVE CODE §12B-4.054(31.). ACCORDINGLY, NO DOCUMENTARY STAMP TAX IS DUE AT THE TIME OF THE RECORDING OF THIS DEED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its duly authorized general partners as of the day and year first above written.

Witnesses:

Boca Commerce Center Associates

By: Boca-K Associates, Ltd., General Partner

By: Koad, Inc., General Partner

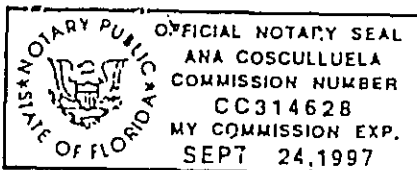
By: Frank E. Egger  
Frank Egger - Vice-President

[Signature]  
Name: ANA COSCULLUELA  
[Signature]  
Name: BERNARD WHITE

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 1997, by Frank Egger, as Vice-President of Koad, Inc., a Florida corporation, as general partner of Boca-K Associates, Ltd, a Florida limited partnership, as a general partner of Boca Commerce Center Associates, a Florida general partnership, on behalf of the corporation and as an act of the partnerships. He ☒ (a) is personally known to me, or ☐ (b) has produced \_\_\_\_\_ as identification.

My commission expires:



[Signature]  
Notary Public - State of Florida  
Name: \_\_\_\_\_  
[Seal]

APPROVED AS TO FORM AND LEGALITY  
By: [Signature]  
DEP Attorney  
Date: 9-16-97

Witnesses:

Boca Commerce Center Associates

Name: *Ana Cosculluela*  
Name: *Robert Watten*

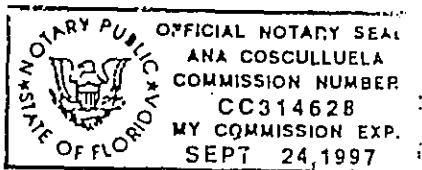
By: Bocacos Inc., General Partner

By: *Hannjorg Hereth*  
Hannjorg Hereth - President

STATE OF FLORIDA       )  
                                      )  
COUNTY OF DADE       )

The foregoing instrument was acknowledged before me this 19th day of February, 1997, by Hannjorg Hereth, as President of Bocacos Inc., a Delaware corporation, as a general partner of Boca Commerce Center Associates, a Florida general partnership, on behalf of the corporation and as an act of the partnership. He ✓ (a) is personally known to me, or    (b) has produced                                      as identification.

My commission expires:



*Ana Cosculluela*  
Notary Public - State of Florida

[Seal]

Exhibit "A"

Real Property Legal Description

PARCEL 1:

A parcel of land lying in Section 6, Township 47 South, Range 43 East, more particularly described as follows;

COMMENCE at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W along the North line of said Section 6 a distance of 614.51 feet to the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along the said West right-of-way line a distance of 1759.10 feet to a point on the Southerly right-of-way line of Clint Moore Road, as recorded in Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING;

THENCE continue S 00° 10' 37" E along the last described course, a distance of 241.74 feet to the point of curvature of a circular curve concave to the West;

THENCE Southerly and Westerly along the arc of said curve, along said Westerly right-of-way line, having a radius of 3365.62 feet, having a central angle of 37° 54' 31", an arc distance of 2226.80 feet;

THENCE N 00° 25' 10" E a distance of 1155.17 feet;

THENCE S 89° 49' 16" W a distance of 696.92 feet;

THENCE N 00° 09' 05" W a distance of 2247.67 feet to a point on the arc of a circular curve concave to the South, whose radius point bears S 16° 02' 55" W from the last described point, said point also being on the said Southerly right-of-way line of Clint Moore Road;

THENCE Easterly and Southerly along the arc of said curve, having a radius of 1849.86 feet, a central angle of 18° 54' 24", an arc distance of 610.42 feet;

THENCE S 34° 57' 19" W, radial to the last described curve, a distance of 38.38 feet;

THENCE S 45° 01' 58" E a distance of 247.52 feet;

THENCE S 48° 15' 37" E a distance of 932.56 feet to the POINT OF BEGINNING; (the last four described courses being coincident with the said Southerly right-of-way of Clint Moore Road).

PARCEL 2:

A portion of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida and a portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W, along the North line of said Section 6, a distance of 614.51 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way a distance of 100.00 feet;

THENCE S 89° 54' 06" W, parallel with and 100.00 feet South of, as measured at right angles to the North line of said Section 6, a distance of 300.00 feet;

THENCE S 00° 10' 37" E, a distance of 300 feet;

THENCE N 89° 54' 06" E, a distance of 300 feet to the said West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way, a distance of 1023.13 feet to a point on the Northerly right-of-way line of Clint Moore Road as recorded in Road Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida;

THENCE N 48° 15' 37" W a distance of 552.03 feet;

THENCE N 53° 15' 52" W a distance of 428.49 feet;

THENCE S 34° 57' 19" W a distance of 41.71 feet to a point on the arc of a circular curve concave to the Southwest, whose radius point bears S 34° 57' 19" W, from the last described point;

THENCE Northerly and Westerly along the arc of said curve, having a radius of 1969.86 feet; a central angle of 19° 55' 05", an arc distance of 684.79 feet (the last four described courses being coincident with said Northerly right-of-way line of Clint Moore Road);

THENCE N 00° 09' 05" W a distance of 543.21 feet to a point on the North line of said Section 6;

THENCE S 89° 54' 06" W along said Section line a distance of 669.43 feet to the North One-Quarter (N 1/4) corner of Section 6;

THENCE continue S 89° 54' 06" W along the last described course, a distance of 606.10 feet to the East top of bank of the L.W.D.D. E-4 Canal as laid out and in use;

THENCE N 03° 39' 32" W a distance of 228.12 feet;

THENCE N 08° 11' 09" W a distance of 812.33 feet;

THENCE N 01° 38' 02" E a distance of 287.91 feet;

THENCE N 07° 29' 43" E a distance of 740.15 feet to a point on the Easterly right-of-way line of Congress Avenue, as recorded in Road Plat Book 4, Page 143, of the Public Records of Palm Beach County, Florida, (the last four described courses being coincident with the east top of bank of L.W.D.D. E-4 Canal);

THENCE N 47° 33' 13" E along said Easterly right-of-way, a distance of 2229.65 feet to the point of curvature of a circular curve concave to the Northwest;

THENCE Northerly, along said right-of-way line of Congress Avenue, along the arc of said curve having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet;

THENCE S 89° 56' 10" E a distance of 727.76 feet to the aforesaid West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along said right-of-way, a distance of 3913.66 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

- A) All of BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- B) All of that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Northeasterly and Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as Recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- C) All that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE 2, according to the Plat thereof, as Recorded in Plat Book 60, Page 27, of the Public Records of Palm Beach County, Florida.
- D) All of "KRAFT FOODSERVICE, INC. DISTRIBUTION FACILITY" according to the Plat thereof, as Recorded in Plat Book 75, Pages 182 and 183 of the Public Records of Palm Beach County, Florida.
- E) A parcel of land lying in Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said Section 31;

THENCE S 89° 54' 06" W along the South line of said Section 31, a distance of 614.51 feet to a point on the said West right-of-way line of the SEABOARD COASTLINE RAILROAD;

THENCE N 00° 10' 37" W, along said right-of-way, a distance of 3913.66 feet;

THENCE N 89° 56' 10" W, a distance of 727.76 feet to a point on the arc of a circular curve

concave to the Northwest whose radius point bears N 56° 18' 38" W from the last described point, said point being on the Easterly right-of-way line of Congress Avenue, as Recorded in Plat Book 4, Page 143 of the Public Records of Palm Beach County, Florida.

THENCE Southerly and Westerly along said right-of-way line, along the arc of said curve, having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet to the point of tangency;

THENCE S 47° 33' 13" W along said right-a-way line, a distance of 568.55 feet to the POINT OF BEGINNING;

THENCE S 42° 26' 47" E along the Southwesterly line of "Tract B-B" of the plat of Boca Commerce Center Phase I as Recorded in Plat Book 46, Pages 44 through 46 inclusive of the Public Records of Palm Beach County, Florida, a distance of 65.00 feet;

THENCE N 47° 33' 13" E along the Southeasterly line of said "Tract B-B" a distance of 55.00 feet to the Westerly right-of-way of N.W. 6th Avenue as shown on said plat;

THENCE S 42° 26' 47" E along said right-of-way a distance of 98.00 feet to the point of curvature of a circular curve concave to the Southwest;

THENCE Southerly and Southeasterly along said right-of-way, along the arc of said curve having a radius of 907.00 feet, a central angle of 32° 04' 12", an arc distance of 507.67 feet to a point on a non-tangent line;

THENCE N 86° 10' 31" W a distance of 892.00 feet, to a point on the said Easterly right-of-way line of Congress Avenue;

THENCE N 47° 33' 13" E along said East right-of-way line, a distance of 700.00 feet to the POINT OF BEGINNING;

F) A parcel of land, being the North 100.00 feet of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida; less and except the West 2054.69 feet of said North 100.00 feet of Section 6, also, less and except the East 614.51 feet of said North 100.00 feet of Section 6.

G) That portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, being the Easterly 40 feet of the following described parcel:

COMMENCING at the Southwest corner of said Section 31;

THENCE N 89° 54' 06" E along the South line of said Section 31, a distance of 2,062.14 feet to the POINT OF BEGINNING;

THENCE N 03° 39' 32" W a distance of 225.07 feet;

THENCE N 08° 11' 09" W a distance of 813.72 feet;

THENCE N 01° 38' 02" E a distance of 292.02 feet;

THENCE N 07° 29' 43" E a distance of 706.01 feet to a point on the South right-of-way line of Congress Avenue (120-feet in width);

THENCE N 47° 33' 13" E along the South right-of-way line of Congress Avenue a distance of 108.77 feet;

THENCE S 07° 29' 43" W a distance of 785.67 feet;

THENCE S 01° 38' 02" W a distance of 282.43 feet;

THENCE S 08° 11' 09" E a distance of 810.47 feet;

THENCE S 03° 39' 32" E a distance of 232.19 feet to a point on the South line of said Section 31;

THENCE S 89° 54' 06" W along said South Section line a distance of 70.14 feet to the POINT OF BEGINNING;

ATL1

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

R2012.1688

AMENDMENT NUMBER 1 TO LEASE NUMBER 4176

THIS LEASE AMENDMENT is entered into this 12<sup>th</sup> day of December, 2012, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE";

W I T N E S S E T H

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

WHEREAS, on February 24, 1998, LESSOR and LESSEE entered into Lease Number 4176 (the "lease"); and

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

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

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4176 is hereby amended to include the real property described in Exhibit "A" attached hereto, and by reference made a part hereof.

2. Additional paragraph 41 is added as follows:

41. SPECIAL CONDITION: LESSEE shall allow the State of Florida Department of Health ("DOH") to relocate gopher tortoises from lands leased to DOH under Lease Number 2603 to the leased premises if such relocation is permissible under Chapter 68A-27, Florida Administrative Code, or other such law as is in effect at the time of relocation.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4176, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

4. It is understood and agreed by LESSOR and LESSEE that this Amendment Number 1 to Lease Number 4176 is hereby binding upon the parties hereto and their successors and assigns.

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

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

Daphne Thomas  
Witness

Daphne Thomas  
Print/Type Witness Name

Keith Clayton  
Witness

Keith Clayton  
Print/Type Witness Name

By: Victoria F. Thompson (SEAL)  
VICTORIA F. THOMPSON PROGRAM  
ADMINISTRATOR, BUREAU OF PUBLIC  
LAND ADMINISTRATION, DIVISION OF  
STATE LANDS, STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2012, by Victoria F. Thompson, Program Administrator, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.



Keith E. Clayton  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: [Signature]  
DEP Attorney

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

Yvonne Reigle  
Witness  
YVONNE REIGLE  
Print/Type Name  
Ann Clark  
Witness  
Ann CLARK  
Print/Type Name

By: [Signature]  
Steven L. Abrams  
Print/Type Name

Title: Chair

OFFICIAL SEAL

ATTEST: [Signature]  
Clerk Deputy



R2012.1688

NOV 20 2012

"LESSEE"

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of  
November, 2012, by Steven L. Abrams, as Board of County Commissioner  
and Commissioner, as Chair, respectively,  
on behalf of Palm Beach County, Florida. They are personally known to me ~~or~~  
~~have produced~~ as identification.

[Signature]  
Notary Public, State of Florida  
Tracey Powell  
Type Notary Name

Commission Number:

Commission Expires:



TRACEY POWELL  
MY COMMISSION # EE 166852  
EXPIRES: February 2, 2016  
Bonded Thru Eudget Notary Services

[Signature]  
APPROVED AS TO TERMS  
AND CONDITIONS.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
ASSISTANT COUNTY ATTORNEY

10/25/12  
DATE

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1706, PAGE 583, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 87° 56' 11" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, A DISTANCE OF 40.04 FEET TO A LINE LYING 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33 AND THE POINT OF BEGINNING; THENCE SOUTH 00° 36' 27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 564.39 FEET TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND DEED - LEASE NO. 4091, DATED SEPTEMBER 27, 1995 AND AS SHOWN ON THE BOUNDARY SURVEY FOR THE DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES - PREPARED BY FLORIDA SURVEYING AND MAPPING, INC., JOB NO. 1-94-052BL - DATED 10/26/94 AND THE BOUNDARY SURVEY FOR A.G. HOLLEY SCRUB TURTLE LEASE PARCEL - PREPARED BY PALM BEACH COUNTY, PROJECT NO. 2007012-15 (DWG. NO. S-3-07-2736) - DATED 06/05/2007; THENCE NORTH 87° 56' 11" WEST ALONG SAID NORTH LINE, A DISTANCE OF 499.94 FEET TO THE WEST LINE OF SAID LEASE; THENCE SOUTH 00° 36' 27" EAST ALONG SAID WEST LINE, A DISTANCE OF 61.29 FEET TO A LINE LYING 625.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 87° 56' 11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 880.84 FEET TO THE EAST LINE OF THE PROPERTY AS SHOWN ON THE BOUNDARY SURVEY FOR THE LANTANA/LAKE WORTH HEALTH CLINIC - PREPARED BY FLORIDA SURVEYING AND MAPPING, INC., JOB NO. 3-89-26 - DATED 04/18/89; THENCE NORTH 00° 33' 51" EAST ALONG SAID EAST LINE, A DISTANCE OF 136.00 FEET TO THE NORTH LINE OF SAID BOUNDARY SURVEY; THENCE NORTH 89° 26' 09" WEST ALONG SAID NORTH LINE, A DISTANCE OF 500.00 FEET; THENCE SOUTH 00° 33' 51" WEST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 125.00 FEET; THENCE NORTH 89° 26' 09" WEST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 540.00 FEET TO A LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST (SE 1/4) OF SAID SECTION 33; THENCE NORTH 00° 33' 51" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 641.43 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33; THENCE SOUTH 87° 56' 11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2408.34 FEET TO SAID LINE 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) AND THE POINT OF BEGINNING.

## **APPENDIX F**

### **INTERLOCAL AGREEMENT**

R2010 1288

FILE NUM 20100318883 OR BOOK PAGE 240360548 DATE: 08/28/2010 14:18:41 Pgs 0548 - 597, (50pgs)  
Sharon R. Bock, CLERK & COMPTROLLER

INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF BOCA RATON  
AND  
PALM BEACH COUNTY  
FOR  
MANAGEMENT OF THE YAMATO SCRUB NATURAL AREA

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into on this 17 day of AUG, 2010, by and between the **CITY OF BOCA RATON**, a Florida municipal corporation (the "City"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (herein after referred to collectively as "the Parties").

**WITNESSETH:**

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; and

WHEREAS, on March 12, 1991, the voters of Palm Beach County approved a \$100 million bond referendum for the acquisition of environmentally sensitive lands within the County; and

WHEREAS, on October 12, 1991 the voters of the City of Boca Raton approved a \$12 million bond referendum for the acquisition of environmentally sensitive lands within the City; and

WHEREAS, certain environmentally-sensitive real property known as the Yamato Scrub Natural Area (the "Natural Area"), more particularly described in **Exhibit "A"** attached hereto and made a part hereof, is located within the corporate limits of the City of Boca Raton and this property was designated by both the County and the City as one of the high-priority sites to be acquired with funds from their respective bond referendums; and

WHEREAS, in 1991 the County and the City submitted a partnership grant application to the Board of Trustees of the Internal Improvement Trust Fund's ("BTITF") State Conservation and Recreational Lands ("CARL") program to receive matching funds to acquire various properties then known as the Yamato Scrub, including the 10-acre Knight Investments, Inc. tract and the 206.7-acre Boca Commerce Center tract, for use as a natural area; and

WHEREAS, on February 2, 1993, the County and the City entered into an Interlocal Agreement (R93-185D) with the intent of jointly acquiring the Knight Investments, Inc. tract; and

WHEREAS, on March 1, 1994, the City and the County purchased the Knight Investments, Inc. tract; and

WHEREAS, the County and the City hold joint title to the Knight Investments, Inc. tract, with the County holding a one-third undivided interest in the tract and the City holding a two-thirds undivided interest in the tract; and

WHEREAS, on February 27, 1997, the State, County and City jointly purchased the Boca Commerce Center tract ("State-Owned Tract"), with the State holding sole title to the tract; and

WHEREAS, on February 24, 1998, the County entered into a Lease Agreement (No. 4176, R97-2143D; Exhibit "B") with the State of Florida (the "Lease Agreement") to manage the State-Owned Tract of the Natural Area for a term of 50 years; and

WHEREAS, on June 5, 2001, the County and the City entered into an Interlocal Agreement (R2001-0878) for the County to manage the Natural Area with the assistance of the City, which superseded the Interlocal Agreement previously entered into by the County and the City on February 2, 1993; and

WHEREAS, on October 6, 2001, the Florida Department of Environmental Protection approved a management plan prepared by the County for the Natural Area (the "Management Plan"); and

WHEREAS, the City has changed the future land use and zoning designations for the Natural Area to Conservation; and

WHEREAS, the Natural Area is of significant environmental and educational value to the City and the County, and it is in the best interests of the residents and citizens of the City, the County and the State to have the Natural Area managed by the County in cooperation with the City in order to preserve the site in its natural state with intact native Florida ecosystems for future generations; and

WHEREAS, the Parties intend to make the most efficient use of their powers by cooperatively managing the Natural Area in its natural condition for environmental purposes; and

WHEREAS, on December 14, 2009 the Florida Department of Environmental Protection approved an amendment to the Management Plan for the Natural Area (Exhibit "C") to allow the construction by the City of a segment of the El Rio Shared-Use Trail (the "Trail") within the State-Owned Tract of the Natural Area to provide recreational opportunities and access to the Natural Area; and

WHEREAS, the City has obtained funding for the construction of the segment of the Trail within the Natural Area, which is more particularly depicted/described in **Exhibit "D"**, and

WHEREAS, the City and the County wish to enter into this Interlocal Agreement (the "Agreement") to establish use, management, and maintenance responsibilities for the Natural Area, including the segment of the Trail to be constructed therein; and

WHEREAS, the County's Lease Agreement with the State requires that the Management Plan be updated periodically, and the County will soon prepare an update to the Natural Area's Management Plan that was approved by the State on October 6, 2001; and

WHEREAS, this Agreement will become part of the updated Management Plan for the Natural Area; and

WHEREAS, the Parties desire to herein set forth their mutual understanding and agreement with respect to the use and management of the Natural Area; and

WHEREAS, this Agreement shall supersede in all respects that Interlocal Agreement previously entered into between the County and the City on June 5, 2001 (R-2001-0878).

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS; AUTHORITY TO ENTER INTO AGREEMENT.**

**1.1 Recitals.** The Parties hereto acknowledge and agree that the Recitals set forth above are true and correct, and are incorporated into this Agreement as if fully set forth herein.

**1.2 Authority.** The Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes (2009), known as the "Florida Interlocal Cooperation Act of 1969."

**SECTION 2. INTENT.** The County, the City, and the State cooperated in the purchase of the properties comprising the Natural Area, and the State has leased the State-Owned Tract to the County for management, with the intent of perpetually preserving, restoring and maintaining the Natural Area in its natural condition for environmental purposes. The Parties desire to set forth their mutual understanding and agreement with respect to the Parties' responsibilities to manage the Natural Area. The parties wish to set forth their intent that the Natural Area shall be perpetually maintained in its natural condition for environmental purposes and for the public's enjoyment of its environmental benefits and beauty and managed in a manner that protects ecosystems and populations of listed species that exist in Palm Beach County and preserves the

existing biological communities of the Natural Area in their natural state as examples of high-quality scrub, scrubby flatwood, pine flatwood, prairie hammock, and wetland ecosystems in Palm Beach County.

**SECTION 3. TITLE.** This Agreement does not alter or affect the City's, County's or State's ownership or title to property.

**SECTION 4. USE OF PROPERTY.** The County and the City acknowledge that the Natural Area possesses environmental value of great importance to the City and County and to the residents of and visitors to the City of Boca Raton and Palm Beach County. In order to protect the environmental value of the Natural Area, the Parties agree that the use of the Natural Area shall be perpetually restricted to environmental preservation, protection, restoration, and maintenance and to passive recreation, environmental education, and scientific research for City and County residents and visitors. The Parties agree to use their best efforts to prevent the unauthorized use of the Natural Area, any use not compatible with the management of the site as a natural area or nature preserve, or any use not provided for in the Management Plan as it may be amended.

**SECTION 5. PUBLIC ACCESS; COUNTY AND CITY IMPROVEMENTS.** The Parties agree that the Natural Area shall be open during daylight hours so that members of the public may have access to the Natural Area in order to observe, appreciate, and behold its environmental value. In order to provide such access, the County has designed and constructed, and shall maintain, repair and replace, a parking area and a system of accessible trails and hiking trails on portions of the Natural Area at the County's cost and expense, and the City has designed and constructed a segment of the Trail adjacent to the Knight tract and a sidewalk along the north side of Congress Avenue at the City's cost and expense. The City will design, construct and maintain a segment of the Trail on the western boundary of the State-Owned Tract as depicted in **Exhibit "D"** at the City's cost and expense.

**SECTION 6. MANAGEMENT PLAN.** The County shall be responsible for the preparation of an update to the Management Plan every ten years, or as required by Chapter 253.034(5), Florida Statutes. Any update to the Management Plan shall meet all requirements of the Lease Agreement attached as **Exhibit "B"**, all future amendments thereto, and applicable state statutes. The County shall provide a draft of any update to the Management Plan to the City for review and comment prior to presentation at a meeting of the County's Natural Areas Management Advisory Committee ("NAMAC"). The Parties acknowledge that any update to the Management Plan shall be subject to approval by the State of Florida or its delegate such as the BTIITF Acquisition and Restoration Council ("ARC"), the Palm Beach County Board of County Commissioners and the Boca Raton City Council.

## **SECTION 7. PROPERTY MANAGEMENT RESPONSIBILITIES.**

### **7.1 Joint Responsibilities.**

7.1.1 The County agrees that, in cooperation with the City, it will manage the Natural Area for habitat preservation and passive recreation, keeping the property in its natural state, except for the development and maintenance of fences, firebreaks, management accessways, public access trails, the Trail, and other public use facilities and ongoing management activities appropriate for a nature preserve, as provided for and described in the Management Plan. Long-term management of the Natural Area shall be in accordance with the Management Plan and shall include, but not be limited to, controlling nonnative and invasive vegetation, controlling nonnative and nuisance animals that adversely impact the site, monitoring listed plant and animal species, and restoring disturbed habitats through wetland and upland restoration activities and a prescribed burn program.

7.1.2 Both Parties will provide professional services, equipment, materials and supplies for ongoing site-specific management of the Natural Area, subject to annual appropriations by the County's Board of County Commissioners and the City's Council, and the Parties' ability to provide personnel time and expense. The Parties, separately or jointly, may apply for any state or federal funds available for management purposes and may minimize management costs through the involvement of volunteers.

7.1.3 Although the City is solely responsible for designing and constructing the segment of the Trail on the State-Owned Tract leased by the County, the County may jointly oversee the construction by the City and/or its contractors within the State-Owned Tract to assure that all terms of the Lease Agreement are followed. The City shall obtain County approval of the proposed location for the Trail to ensure that any listed species present are protected in place by marking or cordoning off areas containing listed species or relocating such species if necessary. The Parties agree that public use of the segment of the Trail that will lie within the Natural Area and the segment adjacent to the Natural Area south of the L-40 Canal and north of Clint Moore Road shall be restricted to the period between sunrise and sunset; therefore, no lighting shall be installed along those segments. The responsibilities of the County and the City related to the construction, management, and use of the Trail segment on the Natural Area and any physical improvements such as security and public information facilities shall be included in the next scheduled update of the Management Plan.

7.1.4 The County and the City shall ensure the safety of the public on the Trail when operating maintenance vehicles or equipment on the Trail and when conducting any prescribed burn on the Natural Area. When operating maintenance vehicles or equipment on the Trail, segments within or adjacent to the Natural Area each party shall post a caution sign at each point where the Trail enters or exits the Natural Area, to inform path users that maintenance work is in progress. Each Party shall operate maintenance vehicles and equipment on the Trail in a safe and careful manner. When conducting a prescribed burn on the Natural Area, the County and the City shall ensure that the Natural Area itself, the segment of the Trail in the

Natural Area and the segment of the Trail that lies adjacent to the Natural Area, as appropriate, are closed to public use and that appropriate warning signs are posted at each point where the Trail enters or exits the Natural Area, at the main entrance to the Natural Area, and at any public access points on the boundary of the Natural Area.

7.1.5 The Parties shall identify the Natural Area as being publicly-owned and operated as a nature preserve and a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising. Both Parties shall encourage students, residents and visitors to use the Natural Area for educational and passive recreational purposes.

7.2 Responsibilities of the County.

7.2.1 The County shall comply with all requirements of the Lease Agreement, as amended, and all future amendments thereto in its management of the Natural Area.

7.2.2 The County has erected, and agrees to maintain, signs and/or monuments identifying the Natural Area as being open to the public, as having been purchased with funds from the State, County and City, and as being managed by the County, with the cooperation of the City.

7.2.3 The County has constructed, and shall repair, maintain and replace as needed, fencing, gates and signs to discourage unauthorized activities, such as the dumping of trash, off-road vehicle usage, and trespassing during hours that the Natural Area is closed to the public. The County shall maintain these fences, gates and signs, except for any fencing and gates that are the responsibility of the City as specified in Section 7.3 of this Agreement.

7.2.4 The County has constructed certain physical improvements within the Natural Area, including a parking lot, hiking and interpretive trails, educational displays (kiosks and informational signs), and a bicycle rack, and shall repair, maintain and replace such physical improvements with the exception of the Trail and physical improvements that are the responsibility of the City as specified in Section 7.3 of this Agreement. Prior to construction of any additional public use facilities or replacement of the existing facilities, the County shall seek approval from the City Council, as required by the City Code.

7.2.5 The County shall include in the next scheduled revision of the Management Plan a provision that the Trail segment to be constructed by the City within the Natural Area be designated as a paved natural area access road under the provisions of the Natural Areas Ordinance.

7.2.6 The County shall prepare and maintain kiosk displays, trail guides, fact sheets, brochures and other educational materials describing the natural resources, uses, and joint management of the Natural Area.

7.2.7 The County will coordinate the management of the Natural Area and all other natural areas acquired or managed by the County on a countywide basis to protect native ecosystems and populations of listed species throughout the county.

7.2.8 The County agrees to identify a County employee as a contact person to interact with the City in planning for and managing the Natural Area.

7.2.9 The County agrees to identify a County employee as the public contact person to coordinate group usage, scientific research and other activities that may require a special permit, and to answer public inquiries about the Natural Area.

### **7.3 Responsibilities of the City.**

7.3.1 The City agrees to assume primary responsibility, with assistance from the Palm Beach County Sheriff's Department, for public safety and law enforcement on the Natural Area in order to help prevent vandalism, vehicular trespass, dumping, and damage to the Natural Area and its resources, and any other violation of the Natural Areas Ordinance.

7.3.2 The City agrees to assume sole responsibility for the daily opening and closing of any gates intended to provide public vehicular access to the Natural Area parking area. This responsibility may be delegated to a local resident or stewardship group if approved in writing by both the County and the City.

7.3.3 The City agrees to construct, manage and maintain the segment of the Trail located within and immediately adjacent to the western boundary of the Natural Area as depicted in Exhibit "D" during the term of this Agreement. This segment of the Trail shall be made of reinforced concrete, which shall be designed to support fully-loaded brush trucks for prescribed burns and other land management equipment up to a weight of 46,700 lbs. The City shall perform all maintenance and repair of the Trail and any physical improvements such as fencing, signage, or kiosks that the City provides in conjunction with the Trail. The City shall manage the public use of the Trail to prevent any damage to the Natural Area. The City agrees that the County shall be allowed to operate maintenance vehicles on the Trail as necessary to conduct management activities on the Natural Area.

7.3.4 The City agrees to pay for, install and, until establishment, maintain native vegetation adjacent to the Trail that is consistent with the adjacent native vegetation on the Natural Area, benches for seating for users of the Trail, and a temporary irrigation system to ensure the success of the plantings. The City shall obtain the County's written approval of the list of species to be planted prior to planting.

7.3.5 The City agrees to pay for, install and maintain three-rail post-and-rail fencing along the east side of the Trail to prevent unauthorized entrance to the Natural Area, trail signage, benches for seating, a walk-through structure at a designated pedestrian access point, an

educational kiosk, a bicycle rack near the management access gate on the east side of the Trail, and several farm-type gates for maintenance access at locations to be determined by the County. The pedestrian access point will be separate from and independent of the management access gate.

7.3.6 The City agrees to designate public uses of the Trail in order to ensure that it may be safely shared and enjoyed by different user groups and that the Natural Area is protected from damage. Such uses shall be consistent with the provisions of the Natural Areas Ordinance.

7.3.7 Subject to the availability of staff and equipment, and annual appropriations by the City's Council, the City agrees to assist the County in the management of the Natural Area by performing tasks including, but not limited to, assistance with volunteer stewardship activities and periodic prescribed burns.

7.3.8 The City agrees that it shall comply with the terms of the Lease Agreement attached as **Exhibit "B"** and any amendments thereto to the extent that its duties and obligations under this Agreement involve the real property identified in **Exhibit "B"**, and to refrain from taking any action that interferes with or prevents the County from performing its obligations under the Lease Agreement.

7.3.9 The City agrees to expeditiously review any draft revisions to the Management Plan, to provide any comments to the County within a reasonable time frame provided by the County, and to comply with the Management Plan and any amendments thereto. The City agrees to refrain from taking any action that interferes with or prevents the County from performing its obligations under the Management Plan and any amendments thereto.

7.3.10 The City agrees to expeditiously review, through appropriate City departments and boards, any engineering design or other plans or applications that include the Natural Area and that require approval by the City. The City further agrees to waive any municipal fees, assessments, or permit fees applicable to the Natural Area due to the construction, use or maintenance of public facilities.

7.3.11 In reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the Natural Area, the City agrees to consider the protection of the biological communities within the Natural Area and the potential for adverse impacts to the species present.

7.3.12 The City agrees to identify a City employee as the contact person to interact with the County in planning for and managing the Natural Area.

## **SECTION 8. GENERAL PROVISIONS.**

8.1 **Notices.** All notices, consent, approvals and other communications that may be or are required to be given by either the City or the County under this Agreement shall be properly given only if made in writing and delivered by (i) hand delivery, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile with confirmation of receipt, and addressed to the County or City and their respective attorneys, as follows:

County:

Palm Beach County  
Department of Environmental Resources Management  
Attention: Director  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743  
Telephone: (561) 233-2400  
Facsimile: (561) 233-2414

With copy to:

Palm Beach County Attorney's Office  
Attention: Attorney for Environmental Resources Management  
301 N. Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: (561) 355-2225  
Facsimile: (561) 355-4398

City:

City of Boca Raton  
Attention: City Manager and City Attorney  
201 W. Palmetto Park Road  
Boca Raton, Florida 33432-3795  
Telephone: (561) 393-7703  
Facsimile: (561) 367-7014

Such notices shall be deemed received: (1) if delivered by hand, on the date of delivery; (2) if sent by certified or registered mail, on the date it is received as evidenced by signature on the return receipt; or (3) if by facsimile, on the date of delivery as shown on the delivery confirmation receipt, unless such date is a weekend or holiday, in which case the facsimile shall be deemed received upon the next business day following delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Any change of address or facsimile number must be made by written notice to the other Party, and such change shall be effective five (5) days following

receipt of such written notice by the other Party. If written notice, consent, approval or other communication is made as provided herein, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address or another reason other than refusal to accept, such notice shall be deemed to have been received by the Party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

**8.2 Default; Termination; Remedies.** Notwithstanding any other provisions of this Agreement to the contrary, the County and the City covenant and agree for themselves, their successors and assigns, that neither the County or the City will, whether by action or inaction, permit or allow the breach or violation of the provisions of this Agreement. In the event the County or City breaches or violates the provisions of this Agreement, the nonbreaching Party shall provide the breaching Party with written notice specifying the nature of the breach or violation ("Default Notice"). Following receipt of the Default Notice, the breaching Party shall diligently commence and proceed to cure such breach within thirty (30) days following receipt of the Default Notice; provided, however, if the breach or violation is of a nature that it cannot be cured within thirty (30) days, both Parties may agree that the breaching Party shall be entitled to additional reasonable time, as agreed to in writing by the nonbreaching Party, to cure the breach or violation. It is expressly provided that upon either Party's breach or violation of any of the provisions of this Agreement that extends beyond the cure period as set forth herein, the nonbreaching Party is entitled to enforce the terms and conditions set forth herein by any action available at law or in equity including, but not limited to, an action for an injunction as well as availing itself of all other legal and equitable remedies including, but not limited to, and action for money damages, or both. Either Party may terminate this Agreement for convenience if at least one hundred eight (180) days' prior written notice is provided to the other Party and the Parties mutually agree to such termination.

**8.3 Term.** This Agreement shall become effective upon execution by both Parties and shall remain in effect for a period of thirty-eight (38) years, unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall expire on February 23, 2048, unless extended by an amendment executed by the Parties hereto.

**8.4 Governing Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any lawsuit filed in connection with this Agreement shall be in Palm Beach County, Florida.

**8.5 Interpretation.** The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. In the event that any provision of this Agreement conflicts or appears to conflict, this Agreement and all exhibits and documents specifically incorporated herein by reference, shall be interpreted as a whole to resolve the inconsistency.

8.6 **Nonwaiver.** No waiver by the City or County of any provision herein shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to the City or County upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by the City or County of any breach of any provision, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other provision, covenant or condition herein contained.

8.7 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, applicable law. If any provision of this Agreement or the application thereof to any Party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the agreement between the Parties as contained herein, the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

8.8 **Exhibits; Incorporation by Reference.** The Exhibits attached to this Agreement are incorporated herein in full by this reference. The Management Plan for the Yamato Scrub approved by the State on October 6, 2001, as amended by the State on December 14, 2009, is incorporated herein in full by reference.

8.9 **No Personal Liability of City or County.** The City and the County agree that no individual county commissioner, council member, board member, administrative official, employee or representative of the City or County shall have any personal liability under this Agreement or under any document executed in connection with the transactions contemplated by this Agreement.

8.10 **WAIVER OF TRIAL BY JURY.** THE CITY AND COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION HERewith.

8.11 **Police/Regulatory Powers.** The County and the City cannot, and hereby specifically do not, waive or relinquish any of either Party's regulatory approval or enforcement rights or obligations relating to regulations of general applicability governing the Natural Area, any improvements thereon, or any operations at the Natural Area. Nothing in this Agreement shall be deemed to create an affirmative duty of either the County or the City to abrogate its sovereign right to exercise its police powers and governmental powers by approving, disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, or rules and regulations. In addition, nothing herein shall be considered zoning by contract.

**8.12 Recording.** The Parties agree that this Agreement shall be recorded in the Public Records of Palm Beach County at the County's cost and expense.

**8.13 Liability.** Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the City against all actions, claims or damages arising out of the County's negligence in connection with this Agreement and any amendment hereto, and the City shall indemnify, defend and hold harmless the County against all actions, claims or damages arising out of the City's negligence in connection with this Agreement and any amendment hereto. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either Party for such other Party's negligent, willful or intentional acts or omissions.

**8.14 Insurance.** Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County and the City acknowledge to be insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature. In the event the County or City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, the County and City shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The County and the City agree to maintain or to be insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, either Party shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the other Party agrees to recognize as acceptable for the above-mentioned coverages. Compliance with the foregoing requirements shall not relieve the County or the City of its liability and obligations under this Agreement or any amendments hereto. The Parties further agree that nothing contained herein shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the Laws of the State of Florida or any political subdivision thereof; (2) the consent of the State of Florida, the Parties, or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents and agencies or any political subdivisions thereof beyond the waiver provided in Section 768.28, Florida Statutes.

**8.15 Enforcement Costs.** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties, provided, however, that this clause pertains only to the Parties to this Agreement.

**8.16 Remedies.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**8.17 Records.** The Parties shall maintain, in accordance with generally-accepted governmental auditing standards, all financial and nonfinancial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research or reports, for five (5) years. The Parties shall have the right to examine, in accordance with generally-accepted governmental auditing standards, all records directly or indirectly related to this Agreement. In the event that the Parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the Parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the Parties.

**8.18 Public Access to Records.** The Parties shall allow public access to all documents and materials related to this Agreement in accordance with Chapter 119, Florida Statutes, and related statutes. Should either Party assert any exemption to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive relief or other relief provided by law, shall be upon the Party asserting the exemption.

**8.19 Public Entity Crime.** The Parties acknowledge and agree that neither Party, nor any of its suppliers, subcontractors, or consultants who shall perform work pursuant to this Agreement, has been convicted of a public entity crime or that a period of time longer than thirty-six (36) months has passed since such person was placed on the convicted vendor list. This Agreement shall be subject to termination if either Party fails to comply with the mandates of Section 287.133, Florida Statutes.

**8.20 Compliance with Laws.** The Parties and their employees, subcontractors, or assigns, if any, shall comply with all applicable federal, state, and local laws and regulations relating to performance of this Agreement.

**8.21 Nondiscrimination.** No Party hereto shall discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, disability, gender identity or expression, or marital status with respect to any activity occurring pursuant to this Agreement.

**8.22 Assignment.** This Agreement shall not be assigned in whole or in part without the prior written consent of both Parties. Any assignment made in whole or in part without the prior written consent of the other Party hereto shall be void and without legal effect.

**8.23 Relationship of the Parties.** Neither Party shall be considered an employee or agent of the other Party. Nothing in this Agreement shall be construed to establish any relationship other than that of independent contractor between the Parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this

Agreement. Both Parties are free to enter into contracts with other parties for similar services. Notwithstanding any provision of this Agreement to the contrary, the County assumes no duty to supervise the City in its performance of this Agreement, and the City shall remain solely liable for compliance with all safety requirements and for the safety of any employees or agents of the City during the performance of this Agreement.

**8.24 Funding Contingency.** The obligations and duties set forth in this Agreement are contingent upon the availability of funding appropriated by the County's Board of County Commissioners and the City's Council, and this Agreement does not obligate future appropriations for the obligations and duties created herein.

**8.25 Survival.** The provisions of paragraphs 8.10, 8.15, 8.17, and 8.18 shall survive the expiration or termination of this Agreement. In addition, any covenants, provisions, or conditions set forth in this Agreement that bind the Parties after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**8.26 Beneficiaries of Agreement.** It is the intent and understanding that this Agreement is solely for the benefit of the County and the City. No person or entity other than the City or the County shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

**8.27 Entire Agreement; Amendment.** This Agreement, which includes all Exhibits annexed hereto and all documents specifically incorporated by reference, contains the final, complete and entire Agreement of the Parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. This Agreement may only be amended by an agreement in writing signed by the Parties hereto.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed as of the day and year first above written.

CITY:

ATTEST:

CITY OF BOCA RATON, FLORIDA,  
a Florida Municipal Corporation

BY: Susan S. Saxton  
City Clerk

DATE: July 14, 2010  
(Municipal Seal)

BY: Susan Wheelbarrow  
Mayor

DATE: July 14, 2010

Approved as to legal form  
And sufficiency:

BY: Ray M.  
City Attorney

DATE: July 14, 2010

R2010 1288

COUNTY:


Date of Execution by County:

AUG 17 2010

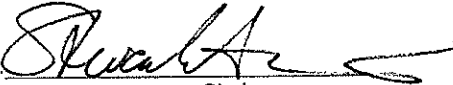
, 2010

ATTEST:

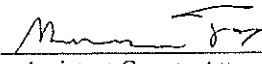
SHARON R. BOCK  
CLERK AND COMPTROLLER

BY:   
CLERK AND COMPTROLLER  
PALM BEACH COUNTY, FLORIDA  
(SEAL)

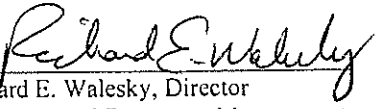
PALM BEACH COUNTY, a  
Political Subdivision of the State of  
Florida

BY:   
Burt Aaronson, Chair  
Steven L. Abrams

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY:   
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

BY:   
Richard E. Walesky, Director  
Environmental Resources Management

**EXHIBIT "A"**

**Legal Description of Natural Area Property**

\_\_\_\_\_

Knight Investments, Inc. Tract  
EXHIBIT A

Legal Description of  
The Property

All of Parcel 2 of the Plat of Congress Corporate Center as  
recorded in Plat Book 56, Page 123 of the public records of Palm  
Beach County, Florida.

AC1/14

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Exhibit "A"

Real Property Legal Description

PARCEL 1:

A parcel of land lying in Section 6, Township 47 South, Range 43 East, more particularly described as follows;

COMMENCE at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W along the North line of said Section 6 a distance of 614.51 feet to the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along the said West right-of-way line a distance of 1759.10 feet to a point on the Southerly right-of-way line of Clint Moore Road, as recorded in Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING;

THENCE continue S 00° 10' 37" E along the last described course, a distance of 241.74 feet to the point of curvature of a circular curve concave to the West;

THENCE Southerly and Westerly along the arc of said curve, along said Westerly right-of-way line, having a radius of 3365.62 feet, having a central angle of 37° 54' 31", an arc distance of 2226.80 feet;

THENCE N 00° 25' 10" E a distance of 1155.17 feet;

THENCE S 89° 49' 16" W a distance of 696.92 feet;

THENCE N 00° 09' 05" W a distance of 2247.67 feet to a point on the arc of a circular curve concave to the South, whose radius point bears S 16° 02' 55" W from the last described point, said point also being on the said Southerly right-of-way line of Clint Moore Road;

THENCE Easterly and Southerly along the arc of said curve, having a radius of 1849.86 feet, a central angle of 18° 54' 24", an arc distance of 610.42 feet;

THENCE S 34° 57' 19" W, radial to the last described curve, a distance of 38.38 feet;

THENCE S 45° 01' 58" E a distance of 247.52 feet;

THENCE S 48° 15' 37" E a distance of 932.56 feet to the POINT OF BEGINNING; (the last four described courses being coincident with the said Southerly right-of-way of Clint Moore Road).

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PARCEL 2:

A portion of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida and a portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W, along the North line of said Section 6, a distance of 614.51 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way a distance of 100.00 feet;

THENCE S 89° 54' 06" W, parallel with and 100.00 feet South of, as measured at right angles to the North line of said Section 6, a distance of 300.00 feet;

THENCE S 00° 10' 37" E, a distance of 300 feet;

THENCE N 89° 54' 06" E, a distance of 300 feet to the said West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way, a distance of 1023.13 feet to a point on the Northerly right-of-way line of Clint Moore Road as recorded in Road Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida;

THENCE N 48° 15' 37" W a distance of 552.03 feet;

THENCE N 53° 15' 52" W a distance of 428.49 feet;

THENCE S 34° 57' 19" W a distance of 41.71 feet to a point on the arc of a circular curve concave to the Southwest, whose radius point bears S 34° 57' 19" W, from the last described point;

THENCE Northerly and Westerly along the arc of said curve, having a radius of 1969.86 feet; a central angle of 19° 55' 05", an arc distance of 684.79 feet (the last four described courses being coincident with said Northerly right-of-way line of Clint Moore Road);

THENCE N 00° 09' 05" W a distance of 543.21 feet to a point on the North line of said Section 6;

THENCE S 89° 54' 06" W along said Section line a distance of 669.43 feet to the North One-Quarter (N 1/4) corner of Section 6;

THENCE continue S 89° 54' 06" W along the last described course, a distance of 606.10 feet to the East top of bank of the L.W.D.D. E-4 Canal as laid out and in use;

THENCE N 03° 39' 32" W a distance of 228.12 feet;

THENCE N 08° 11' 09" W a distance of 812.33 feet;

THENCE N 01° 30' 02" E a distance of 287.91 feet;

THENCE N 07° 29' 43" E a distance of 740.15 feet to a point on the Easterly right-of-way line of Congress Avenue, as recorded in Road Plat Book 4, Page 143, of the Public Records of Palm Beach County, Florida, (the last four described courses being coincident with the east top of bank of L.W.D.D. E-4 Canal);

THENCE N 47° 33' 13" E along said Easterly right-of-way, a distance of 2229.65 feet to the point of curvature of a circular curve concave to the Northwest;

THENCE Northerly, along said right-of-way line of Congress Avenue, along the arc of said curve having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet;

THENCE S 89° 56' 10" E a distance of 727.76 feet to the aforesaid West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along said right-of-way, a distance of 3913.66 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

- A) All of BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- B) All of that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Northeasterly and Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as Recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- C) All that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE 2, according to the Plat thereof, as Recorded in Plat Book 60, Page 27, of the Public Records of Palm Beach County, Florida.
- D) All of "KRAFT FOODSERVICE, INC. DISTRIBUTION FACILITY" according to the Plat thereof, as Recorded in Plat Book 75, Pages 182 and 183 of the Public Records of Palm Beach County, Florida.
- E) A parcel of land lying in Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said Section 31;

THENCE S 89° 54' 06" W along the South line of said Section 31, a distance of 614.51 feet to a point on the said West right-of-way line of the SEABOARD COASTLINE RAILROAD;

THENCE N 00° 10' 37" W, along said right-of-way, a distance of 3913.66 feet;

THENCE N 89° 56' 10" W, a distance of 727.76 feet to a point on the arc of a circular curve

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concave to the Northwest whose radius point bears N 56° 18' 38" W from the last described point, said point being on the Easterly right-of-way line of Congress Avenue, as Recorded in Plat Book 4, Page 143 of the Public Records of Palm Beach County, Florida.

THENCE Southerly and Westerly along said right-of-way line, along the arc of said curve, having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet to the point of tangency;

THENCE S 47° 33' 13" W along said right-of-way line, a distance of 568.55 feet to the POINT OF BEGINNING;

THENCE S 42° 26' 47" E along the Southwesterly line of "Tract B-B" of the plat of Boca Commerce Center Phase I as Recorded in Plat Book 46, Pages 44 through 46 inclusive of the Public Records of Palm Beach County, Florida, a distance of 65.00 feet;

THENCE N 47° 33' 13" E along the Southeasterly line of said "Tract B-B" a distance of 55.00 feet to the Westerly right-of-way of N.W. 6th Avenue as shown on said plat;

THENCE S 42° 26' 47" E along said right-of-way a distance of 98.00 feet to the point of curvature of a circular curve concave to the Southwest;

THENCE Southerly and Southeasterly along said right-of-way, along the arc of said curve having a radius of 907.00 feet, a central angle of 32° 04' 12", an arc distance of 507.67 feet to a point on a non-tangent line;

THENCE N 86° 10' 31" W a distance of 892.00 feet, to a point on the said Easterly right-of-way line of Congress Avenue;

THENCE N 47° 33' 13" E along said East right-of-way line, a distance of 700.00 feet to the POINT OF BEGINNING;

F) A parcel of land, being the North 100.00 feet of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida; less and except the West 2054.69 feet of said North 100.00 feet of Section 6, also, less and except the East 614.51 feet of said North 100.00 feet of Section 6.

G) That portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, being the Easterly 40 feet of the following described parcel:

COMMENCING at the Southwest corner of said Section 31;

THENCE N 89° 54' 06" E along the South line of said Section 31, a distance of 2,062.14 feet to the POINT OF BEGINNING;

THENCE N 03° 39' 32" W a distance of 225.07 feet;

THENCE N 08° 11' 09" W a distance of 813.72 feet;

THENCE N 01° 38' 02" E a distance of 292.02 feet;

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DOROTHY H. WILKIN, CLERK PB COUNTY, IL

THENCE N 07° 29' 43" E a distance of 706.01 feet to a point on the South right-of-way line of Congress Avenue (120-feet in width);

THENCE N 47° 33' 13" E along the South right-of-way line of Congress Avenue a distance of 108.77 feet;

THENCE S 07° 29' 43" W a distance of 785.67 feet;

THENCE S 01° 38' 02" W a distance of 282.43 feet;

THENCE S 08° 11' 09" E a distance of 810.47 feet;

THENCE S 03° 39' 32" E a distance of 232.19 feet to a point on the South line of said Section 31;

THENCE S 89° 54' 06" W along said South Section line a distance of 70.14 feet to the POINT OF BEGINNING;

**EXHIBIT "B"**

## Lease Agreement

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

LEASE AGREEMENT

YAMATO SCRUB

Lease No. 4176

THIS LEASE AGREEMENT, made and entered into this 24th day of February 1998, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

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

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Palm Beach, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of 50 years commencing on February 24, 1998 and ending on February 23, 2048 unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses

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

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

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

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

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR and LESSEE hereby designate their address as follows:

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

LESSEE: Palm Beach County Board of County Commissioners  
Department of Environmental Resources Management  
3323 Belvedere Road, BLDG. 502  
West Palm Beach, Florida 33406

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"LESSOR"

Patricia Toloday  
Witness  
Patricia Toloday  
Print/Type Witness Name  
Cheryl Granger  
Witness  
Cheryl Granger  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

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

Patricia Toloday  
Notary Public, State of Florida



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Sam H. Hain  
DEP Attorney

R97 2143D

DEC 16 1997

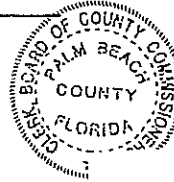
PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

Karen Claerbout  
Witness  
Karen Claerbout  
Print/Type Witness Name

Joan Haverly  
Witness  
Joan Haverly  
Print/Type Witness Name

By: Burt Aaronson  
Burt Aaronson

Title: Chairman  
DOROTHY H. WILKEN, CLERK  
Board of County Commissioners  
By: Carla Zafra  
DEPUTY CLERK  
"LESSEE"



"OFFICIAL SEAL"

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
By: Moira Zell  
County Attorney

ATTEST:  
By: \_\_\_\_\_  
Print/Type Name  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this  
16th day of December 1997, by Burt Aaronson, as  
Board of County Commissioners of Palm Beach County, Florida, who is  
personally known to me.

James Chawet  
Notary Public, State of Florida

(SEAL)



Type Notary Name  
Commission Number:  
Commission Expires:

THIS INSTRUMENT PREPARED BY:

Jeffrey Watkin  
Thomson Muraro Razpok & Hart, P.A.  
One Southeast Third Avenue  
17th Floor  
Miami, Florida 33131

FEB-27-1997 11:25am 97-071028  
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CONFIRMATION OF INSTRUMENT RECORDING  
Con 17,500,000.00 Doc

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Tier + Bensley  
✓ 6013 NW 23rd  
BR 32496

WARRANTY DEED

THIS INDENTURE, made as of this 27 day of February, 1997 by Boca Commerce Center Associates, a Florida general partnership ("Grantor"), whose address is 551 N.W. 77th Street, Boca Raton, Florida 33487, in favor of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Grantee"), whose address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000.

NOW THEREFORE, Grantor, for and in consideration of Ten Dollars and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors and assigns, all of its right, title and interest in and to the real property situated in Palm Beach County, Florida more particularly described on Exhibit "A" attached hereto, SUBJECT TO easements, restrictions, limitations and conditions of record, if any now existing, but any such interests that may have been terminated are not hereby re-imposed.

Grantor covenants it has good right and lawful authority to sell and convey the Property, and hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto.

THIS CONVEYANCE IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX PURSUANT TO THE UNITED STATES BANKRUPTCY CODE 11 U.S.C. §1146(C) AND FLORIDA ADMINISTRATIVE CODE §12B-4.054(31). ACCORDINGLY, NO DOCUMENTARY STAMP TAX IS DUE AT THE TIME OF THE RECORDING OF THIS DEED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its duly authorized general partners as of the day and year first above written.

Witnesses:

Boca Commerce Center Associates

By: Boca-K Associates, Ltd., General Partner

By: Koad, Inc., General Partner

By: Frank E. Egger  
Frank Egger - Vice-President

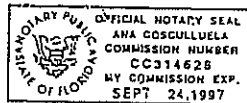
[Signature]  
Name: Ana Cosculluela  
[Signature]  
Name: [Signature]

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 1997, by Frank Egger, as Vice-President of Koad, Inc., a Florida corporation, as general partner of Boca-K Associates, Ltd, a Florida limited partnership, as a general partner of Boca Commerce Center Associates, a Florida general partnership, on behalf of the corporation and as an act of the partnerships. He ☒ (a) is personally known to me, or ☐ (b) has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
Notary Public - State of Florida  
Name: \_\_\_\_\_ [Seal]



APPROVED AS TO FORM AND LEGALITY  
By: [Signature]  
DEP Attorney  
Date: 4-16-97

Witnesses:

Boca Commerce Center Associates

Name: [Signature]  
[Signature]  
 Name: [Signature]

By: Bocacos Inc., General Partner

By: [Signature]  
 Hannjorg Hereth - President

STATE OF FLORIDA )  
 )  
 COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 19th day of February, 1997, by Hannjorg Hereth, as President of Bocacos Inc., a Delaware corporation, as a general partner of Boca Commerce Center Associates, a Florida general partnership, on behalf of the corporation and as an act of the partnership. He ☒ (a) is personally known to me, or ☐ (b) has produced as identification.

My commission expires:

[Signature]  
 Notary Public - State of Florida



{Seal}

Exhibit "A"

Real Property Legal Description

PARCEL 1:

A parcel of land lying in Section 6, Township 47 South, Range 43 East, more particularly described as follows;

COMMENCE at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W along the North line of said Section 6 a distance of 614.51 feet to the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along the said West right-of-way line a distance of 1759.10 feet to a point on the Southerly right-of-way line of Clint Moore Road, as recorded in Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING;

THENCE continue S 00° 10' 37" E along the last described course, a distance of 241.74 feet to the point of curvature of a circular curve concave to the West;

THENCE Southerly and Westerly along the arc of said curve, along said Westerly right-of-way line, having a radius of 3365.62 feet, having a central angle of 37° 54' 31", an arc distance of 2226.80 feet;

THENCE N 00° 25' 10" E a distance of 1155.17 feet;

THENCE S 89° 49' 16" W a distance of 696.92 feet;

THENCE N 00° 09' 05" W a distance of 2247.67 feet to a point on the arc of a circular curve concave to the South, whose radius point bears S 16° 02' 55" W from the last described point, said point also being on the said Southerly right-of-way line of Clint Moore Road;

THENCE Easterly and Southerly along the arc of said curve, having a radius of 1849.86 feet, a central angle of 18° 54' 24", an arc distance of 610.42 feet;

THENCE S 34° 57' 19" W, radial to the last described curve, a distance of 38.38 feet;

THENCE S 45° 01' 58" E a distance of 247.52 feet;

THENCE S 48° 15' 37" E a distance of 932.56 feet to the POINT OF BEGINNING; (the last four described courses being coincident with the said Southerly right-of-way of Clint Moore Road).

PARCEL 2:

A portion of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida and a portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

THENCE S 89° 54' 06" W, along the North line of said Section 6, a distance of 614.51 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way a distance of 100.00 feet;

THENCE S 89° 54' 06" W, parallel with and 100.00 feet South of, as measured at right angles to the North line of said Section 6, a distance of 300.00 feet;

THENCE S 00° 10' 37" E, a distance of 300 feet;

THENCE N 89° 54' 06" E, a distance of 300 feet to the said West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E, along said right-of-way, a distance of 1023.13 feet to a point on the Northerly right-of-way line of Clint Moore Road as recorded in Road Plat Book 4, Page 240 of the Public Records of Palm Beach County, Florida;

THENCE N 48° 15' 37" W a distance of 552.03 feet;

THENCE N 53° 15' 52" W a distance of 428.49 feet;

THENCE S 34° 57' 19" W a distance of 41.71 feet to a point on the arc of a circular curve concave to the Southwest, whose radius point bears S 34° 57' 19" W, from the last described point;

THENCE Northerly and Westerly along the arc of said curve, having a radius of 1969.85 feet; a central angle of 19° 55' 05", an arc distance of 684.79 feet (the last four described courses being coincident with said Northerly right-of-way line of Clint Moore Road);

THENCE N 00° 09' 05" W a distance of 543.21 feet to a point on the North line of said Section 6;

THENCE S 89° 54' 06" W along said Section line a distance of 669.43 feet to the North One-Quarter (N 1/4) corner of Section 6;

THENCE continue S 89° 54' 06" W along the last described course, a distance of 606.10 feet to the East top of bank of the L.W.D.D. E-4 Canal as laid out and in use;

THENCE N 03° 39' 32" W a distance of 228.12 feet;

THENCE N 08° 11' 09" W a distance of 812.33 feet;

THENCE N 01° 38' 02" E a distance of 287.91 feet;

THENCE N 07° 29' 43" E a distance of 740.15 feet to a point on the Easterly right-of-way line of Congress Avenue, as recorded in Road Plat Book 4, Page 143, of the Public Records of Palm Beach County, Florida, (the last four described courses being coincident with the east top of bank of L.W.D.D. E-4 Canal);

THENCE N 47° 33' 13" E along said Easterly right-of-way, a distance of 2229.65 feet to the point of curvature of a circular curve concave to the Northwest;

THENCE Northerly, along said right-of-way line of Congress Avenue, along the arc of said curve having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet;

THENCE S 89° 56' 10" E a distance of 727.76 feet to the aforesaid West right-of-way line of the Seaboard Coastline Railroad;

THENCE S 00° 10' 37" E along said right-of-way, a distance of 3913.66 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

- A) All of BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- B) All of that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Northeasterly and Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE I, according to the Plat thereof, as Recorded in Plat Book 46, Page 44 of the Public Records of Palm Beach County, Florida.
- C) All that portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, lying Easterly of the Westerly right-of-way line of N.W. 6th Avenue, BOCA COMMERCE CENTER PHASE 2, according to the Plat thereof, as Recorded in Plat Book 60, Page 27, of the Public Records of Palm Beach County, Florida.
- D) All of "KRAFT FOODSERVICE, INC. DISTRIBUTION FACILITY" according to the Plat thereof, as Recorded in Plat Book 75, Pages 182 and 183 of the Public Records of Palm Beach County, Florida.
- E) A parcel of land lying in Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said Section 31;

THENCE S 89° 54' 06" W along the South line of said Section 31, a distance of 614.51 feet to a point on the said West right-of-way line of the SEABOARD COASTLINE RAILROAD;

THENCE N 00° 10' 37" W, along said right-of-way, a distance of 3913.66 feet;

THENCE N 89° 56' 10" W, a distance of 727.76 feet to a point on the arc of a circular curve

concave to the Northwest whose radius point bears N 56° 18' 38" W from the last described point, said point being on the Easterly right-of-way line of Congress Avenue, as Recorded in Plat Book 4, Page 143 of the Public Records of Palm Beach County, Florida.

THENCE Southerly and Westerly along said right-of-way line, along the arc of said curve, having a radius of 1969.86 feet, a central angle of 13° 51' 51", an arc distance of 476.66 feet to the point of tangency;

THENCE S 47° 33' 13" W along said right-of-way line, a distance of 568.55 feet to the POINT OF BEGINNING;

THENCE S 42° 26' 47" E along the Southwesterly line of "Tract B-B" of the plat of Boca Commerce Center Phase I as Recorded in Plat Book 46, Pages 44 through 46 inclusive of the Public Records of Palm Beach County, Florida, a distance of 65.00 feet;

THENCE N 47° 33' 13" E along the Southeasterly line of said "Tract B-B" a distance of 55.00 feet to the Westerly right-of-way of N.W. 6th Avenue as shown on said plat;

THENCE S 42° 26' 47" E along said right-of-way a distance of 98.00 feet to the point of curvature of a circular curve concave to the Southwest;

THENCE Southerly and Southeasterly along said right-of-way, along the arc of said curve having a radius of 907.00 feet, a central angle of 32° 04' 12", an arc distance of 507.67 feet to a point on a non-tangent line;

THENCE N 86° 10' 31" W a distance of 892.00 feet, to a point on the said Easterly right-of-way line of Congress Avenue;

THENCE N 47° 33' 13" E along said East right-of-way line, a distance of 700.00 feet to the POINT OF BEGINNING;

F) A parcel of land, being the North 100.00 feet of Section 6, Township 47 South, Range 43 East, Palm Beach County, Florida; less and except the West 2054.69 feet of said North 100.00 feet of Section 6, also, less and except the East 614.51 feet of said North 100.00 feet of Section 6.

G) That portion of Section 31, Township 46 South, Range 43 East, Palm Beach County, Florida, being the Easterly 40 feet of the following described parcel:

COMMENCING at the Southwest corner of said Section 31;

THENCE N 89° 54' 06" E along the South line of said Section 31, a distance of 2,062.14 feet to the POINT OF BEGINNING;

THENCE N 03° 39' 32" W a distance of 225.07 feet;

THENCE N 08° 11' 09" W a distance of 613.72 feet;

THENCE N 01° 38' 02" E a distance of 292.02 feet;

THENCE N 07° 29' 43" E a distance of 706.01 feet to a point on the South right-of-way line of Congress Avenue (120-feet in width);

THENCE N 47° 33' 13" E along the South right-of-way line of Congress Avenue a distance of 108.77 feet;

THENCE S 07° 29' 43" W a distance of 785.67 feet;

THENCE S 01° 38' 02" W a distance of 282.43 feet;

THENCE S 08° 11' 09" E a distance of 810.47 feet;

THENCE S 03° 39' 32" E a distance of 232.19 feet to a point on the South line of said Section 31;

THENCE S 89° 54' 06" W along said South Section line a distance of 70.14 feet to the POINT OF BEGINNING;

**EXHIBIT "C"**

**State Approval Letter for El Rio Shared-Use Trail Segment**

\_\_\_\_\_



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

ENV. RES. MGMT. *pkj/6*  
Env. Bnh. & Restoration *BA*  
Natural Resources Stewardship *BA*  
Resources Protection ☐  
Mosquito Control ☐  
Finance & Support Services ☐  
Director ☐  
Deputy Director ☐  
Other ☐

December 14, 2009

Mr. Richard E. Walesky, Director  
Environmental Resources Management  
2300 North Jog Road  
West Palm Beach, FL 33411-2743

RE: Yamato Scrub Natural Area Management Plan Amendment, Lease Number 4176

Dear Mr. Walesky:

The Division of State Lands (DSL), Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, approves the Yamato Scrub Natural Area management plan amendment for the multiuse pathway as submitted in November of 2009.

Approval of this management plan amendment does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project. Implementation of any upland activities proposed by this plan may require a permit or other authorization from federal and state agencies having regulatory jurisdiction over those particular activities. Pursuant to the conditions of your lease, please forward copies of all permits to this office upon issuance.

Sincerely,

Paula L. Allen  
Office of Environmental Services  
Division of State Lands  
Department of Environmental Protection

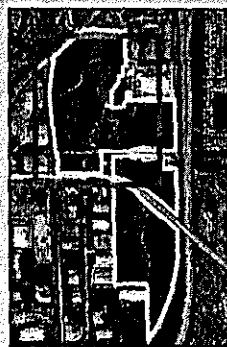
RECEIVED  
DEC 18 2009  
ENVIRONMENTAL RESOURCES MANAGEMENT

"More Protection, Less Process"  
[www.dep.state.fl.us](http://www.dep.state.fl.us)

**EXHIBIT "D"**

**Description of El Rio Shared-Use Trail Segment**





## Yamato Scrub Natural Area

0 250 500 1,000 Feet

Natural Area Boundary

El Rio Shared-Use Trail (Existing)

El Rio Shared-Use Trail (Proposed Location)



LL 4.10  
Aerial Image: 2009

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOCK, Clerk and Comptroller  
certify this to be a true and correct copy of the original  
filed in my office on August 17, 2010  
dated at West Palm Beach, FL on 9/14/10  
By: Diane Brown  
Deputy Clerk



## **APPENDIX G**

### **FIRE MANAGEMENT PLAN FOR YAMATO SCRUB NATURAL AREA**

This plan contains generalized procedures that apply to all burns conducted on Yamato Scrub 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 basin marsh, mesic flatwoods, scrub, and scrubby 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, 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 H**

### **FLORIDA NATURAL AREAS INVENTORY LETTER AND REPORT**



1018 Thomasville Road  
Suite 200-C  
Tallahassee, FL 32303  
850-224-8207  
fax 850-681-9364  
www.fnai.org

August 12, 2022

Allison Sauvé Spall  
Palm Beach County  
2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411

Dear Ms. Spall,

Thank you for requesting information from the Florida Natural Areas Inventory (FNAI). At your request we have produced the following report for your project area.

The purpose of this Standard Data Report is to provide objective scientific information on natural resources located in the vicinity of a site of interest, in order to inform those involved in project planning and evaluation. This Report makes no determination of the suitability of a proposed project for this location, or the potential impacts of the project on natural resources in the area.

**Project:** Yamato Scrub Natural Area

**Date Received:** 8/9/2022

**Location:** Palm Beach County

**Based on the information available, this site appears to be located on or very near a significant region of scrub habitat, a natural community in decline that provides important habitat for several rare species within a small area.**

### Element Occurrences

A search of our maps and database indicates that we currently have several element occurrences mapped in the vicinity of the study area (see enclosed map and element occurrence table). Please be advised that a lack of element occurrences in the FNAI database is not a sufficient indication of the absence of rare or endangered species on a site.

*The element occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates that some element occurrences occur in the general vicinity of the label point. This may be due to lack of precision of the source data, or an element that occurs over an extended area (such as a wide ranging species or large natural community). For animals and plants, element occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations which may no longer be extant. Extirpated element occurrences will be marked with an 'X' following the occurrence label on the enclosed map.*



Florida Resources  
and Environmental  
Analysis Center

Institute of Science  
and Public Affairs

The Florida State University

### Likely and Potential Rare Species

In addition to documented occurrences, other rare species and natural communities may be identified on or near the site based on habitat models and species range models (see enclosed Biodiversity Matrix Report). These species should be taken into consideration in field surveys, land management, and impact avoidance and mitigation.

*Tracking Florida's Biodiversity*

*FNAI habitat models indicate areas, which based on land cover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Habitat models have been developed for approximately 300 of the rarest species tracked by the Inventory, including all federally listed species.*

*FNAI species range models indicate areas that are within the known or predicted range of a species, based on climate variables, soils, vegetation, and/or slope. Species range models have been developed for approximately 340 species, including all federally listed species.*

*The FNAI Biodiversity Matrix Geodatabase compiles Documented, Likely, and Potential species and natural communities for each square mile Matrix Unit statewide.*

### CLIP

The enclosed map shows natural resource conservation priorities based on the Critical Lands and Waters Identification Project. CLIP is based on many of the same natural resource data developed for the Florida Forever Conservation Needs Assessment, but provides an overall picture of conservation priorities across different resource categories, including biodiversity, landscapes, surface waters, and aggregated CLIP priorities (that combine the individual resource categories). CLIP is also based primarily on remote sensed data and is not intended to be the definitive authority on natural resources on a site.

For more information on CLIP, visit <https://www.fnai.org/services/clip>.

### **Managed Areas**

Portions of the site appear to be located within the Yamato Scrub Natural Area, managed by the Palm Beach County.

*The Managed Areas data layer shows public and privately managed conservation lands throughout the state. Federal, state, local, and privately managed conservation lands are included.*

The Inventory always recommends that professionals familiar with Florida's flora and fauna conduct a site-specific survey to determine the current presence or absence of rare, threatened, or endangered species.

Please visit [www.fnai.org/species-communities/tracking-main](http://www.fnai.org/species-communities/tracking-main) for county or statewide element occurrence distributions and links to more element information.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. **The maps contain sensitive environmental information, please do not distribute or publish without prior consent from FNAI.** FNAI data may not be resold for profit.

Thank you for your use of FNAI services. If I can be of further assistance, please contact me at (850) 224-8207 or at [kbrinegar@fnai.fsu.edu](mailto:kbrinegar@fnai.fsu.edu).

Sincerely,

*Kerri Brinegar*

Kerri Brinegar  
GIS / Data Services

Encl



1018 Thomasville Road  
Suite 200-C  
Tallahassee, FL 32303  
(850) 224-8207  
(850) 681-9364 Fax  
www.fnai.org

FLORIDA  
Natural Areas  
INVENTORY

## Florida Natural Areas Inventory

### Managed Area Element Summary Yamato Scrub Natural Area



SCIENTIFIC NAME	COMMON NAME	Global rank	State rank	Federal status	State status
<b>PLANTS</b>					
<i>Chamaesyce cumulicola</i>	sand-dune spurge	G2	S2	N	E
<i>Coleataenia abscissa</i>	cutthroatgrass	G3	S3	N	E
<i>Conradina grandiflora</i>	large-flowered rosemary	G3	S3	N	T
<i>Lechea cernua</i>	nodding pinweed	G3	S3	N	T
<i>Ophioglossum palmatum</i>	hand fern	G4	S2	N	E
<b>REPTILES</b>					
<i>Crotalus adamanteus</i>	Eastern Diamondback Rattlesnake	G3	S3	N	N
<i>Drymarchon couperi</i>	Eastern Indigo Snake	G3	S2?	T	FT
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	C	ST
<b>BIRDS</b>					
<i>Passerina ciris</i> pop. 1	Painted Bunting, eastern population	G5T3Q	S1S2	N	N
<b>MAMMALS</b>					
<i>Podomys floridanus</i>	Florida Mouse	G3	S3	N	N
<b>INVERTEBRATES</b>					
<i>Latrodectus bishopi</i>	Red Widow Spider	G2G3	S2S3	N	N

**Note:** Summary includes all documented and likely species occurrence records currently in the FNAI database.



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## Florida Natural Areas Inventory

### Managed Area Element Summary

#### Yamato Scrub Natural Area



SCIENTIFIC NAME	COMMON NAME	Global rank	State rank	Federal status	State status
-----------------	-------------	-------------	------------	----------------	--------------

Using a ranking system developed by NatureServe and the Natural Heritage Program Network, the Florida Natural Areas Inventory assigns two ranks for each element. The global rank is based on an element's worldwide status; the state rank is based on the status of the element in Florida. Element ranks are based on many factors, the most important ones being estimated number of Element Occurrences (EOs), estimated abundance (number of individuals for species; area for natural communities), geographic range, estimated number of adequately protected EOs, relative threat of destruction, and ecological fragility.

#### FNAI GLOBAL ELEMENT RANK

- G1 = Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 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 3000 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.
- GH = Of historical occurrence throughout its range, may be rediscovered (e.g., ivory-billed woodpecker).
- GX = Believed to be extinct throughout range.
- GXC = Extirpated from the wild but still known from captivity or cultivation.
- G#? = Tentative rank (e.g., G2?).
- G#G# = Range of rank; insufficient data to assign specific global rank (e.g., G2G3).
- 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 same definition as above (e.g., G3T1).
- G#Q = Rank of questionable species - ranked as species but questionable whether it is species or subspecies; numbers have same definition as above (e.g., G2Q).
- G#T#Q = Same as above, but validity as subspecies or variety is questioned.
- GU = Unrankable; due to a lack of information no rank or range can be assigned (e.g., GUT2).
- GNA = Ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
- GNR = Element not yet ranked (temporary).
- GNRTNR = Neither the element nor the taxonomic subgroup has yet been ranked.

#### FNAI STATE ELEMENT RANK

- S1 = Critically imperiled in Florida because of extreme rarity (5 or fewer occurrences or less than 1000 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 3000 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 (e.g., ivory-billed woodpecker).
- SX = Believed to be extirpated throughout Florida.
- SU = Unrankable; due to a lack of information no rank or range can be assigned.
- SNA = State ranking is not applicable because the element is not a suitable target for conservation (e.g. a hybrid species).
- SNR = Element not yet ranked (temporary).

#### FEDERAL LEGAL STATUS

**Note:** Summary includes all documented and likely species occurrence records currently in the FNAI database.

# Florida Natural Areas Inventory

## Managed Area Element Summary

### Yamato Scrub Natural Area



Legal status information provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant federal agency.

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

C = Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.

LE = Endangered: species in danger of extinction throughout all or a significant portion of its range.

LE, LT = Species currently listed endangered in a portion of its range but only listed as threatened in other areas

LE, PDL = Species currently listed endangered but has been proposed for delisting.

LE, PT = Species currently listed endangered but has been proposed for listing as threatened.

LE, XN = Species currently listed endangered but tracked population is a non-essential experimental population.

LT = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.

SAT = Treated as threatened due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.

SC = Not currently listed, but considered a "species of concern" to USFWS.

## STATE LEGAL STATUS

Provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant state agency.

Animals: Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

FE = Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service

FT = Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service

F(XN) = Federal listed as an experimental population in Florida

FT(S/A) = Federal Threatened due to similarity of appearance

ST = State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future. (ST\* for *Ursus americanus floridanus* (Florida black bear) indicates that this status does not apply in Baker and Columbia counties and in the Apalachicola National Forest. ST\* for *Neovison vison* pop.1 (Southern mink, South Florida population) indicates that this status applies to the Everglades population only.)

SSC = Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC\* indicates that a species has SSC status only in selected portions of its range in Florida. SSC\* for *Pandion haliaetus* (Osprey) indicates that this status applies in Monroe county only.)

N = Not currently listed, nor currently being considered for listing.

Plants: Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505 or see: <http://www.doacs.state.fl.us/pi/>.

LE = Endangered: species of plants native to Florida 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; includes all species determined to be endangered or threatened pursuant



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(850) 224-8207  
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## *Florida Natural Areas Inventory*

### **Managed Area Element Summary**

#### **Yamato Scrub Natural Area**



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to the U.S. Endangered Species Act.

LT = Threatened: 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 number as to cause them to be Endangered.

N = Not currently listed, nor currently being considered for listing.

## **APPENDIX I**

### **LETTER OF COMPLIANCE WITH LOCAL GOVERNMENT COMPREHENSIVE PLAN**




# CITY OF Boca Raton

DEVELOPMENT SERVICES  
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432  
PHONE (561) 393-7789  
FAX: (561) 393-7784  
(FOR HEARING IMPAIRED) TDD (561) 367-7043  
[www.myboca.us](http://www.myboca.us)

## MEMORANDUM

DATE: July 15, 2024

TO: Allison Spall, Senior Environmental Analyst  
Palm Beach County ERM

FROM: Brandon Schaad, AICP, Development Services Director 

SUBJECT: Updated Yamato Scrub Natural Area Management Plan's Compliance with City of Boca Raton's Comprehensive Plan

After reviewing the provided updates to the management plan for the Yamato Scrub Natural Area, we have determined that it is consistent with the Goals, Policies, and Objectives of the City of Boca Raton's adopted Comprehensive Plan.

Cc: George S. Brown, City Manager  
Andy Lukasik, Deputy City Manager  
Tamashbeen Rahman, AICP, Chief Planner  
Joshua Bott, Senior Environmental Officer

## **APPENDIX J**

### **NATURAL AREAS MANAGEMENT ADVISORY COMMITTEE MEMBERS AND AFFILIATIONS AND PUBLIC HEARING INFO**

# NATURAL AREAS MANAGEMENT ADVISORY COMMITTEE MEMBERS REPORT

June 17, 2024

Seat ID	Current Member	Role Type	Race Code	Gender	Contact Info	Seat Requirement	Appoint Date	Reappoint Date	Expire Date
Seat 1	Andy Flanner	Member	CA	M	John D. McArthur Beach State Park 10900 Jack Nicklaus Dr. North Palm Beach, FL 33408 <a href="mailto:Andrew.flanner@floridadeo.gov">Andrew.flanner@floridadeo.gov</a> 561-624-6950(O) 561-324-7984(C)	Management of Natural Areas	10/3/2023		9/30/2026
Seat 2	Dave Gillings	Member	CA	M	1198 SW 5 <sup>th</sup> Avenue Boca Raton, FL 33432 <a href="mailto:deepdiverdave@att.net">deepdiverdave@att.net</a> 561-393-8849(H) 561-866-4301(C)	Biological Scientist	10/3/2023		9/30/2026
Seat 3	Jessica Miles	Member	CA	F	Palm Beach State College 3160 PGA Blvd, MS #45 Palm Beach Gardens, FL 33410 <a href="mailto:milesj@palmbeachstate.edu">milesj@palmbeachstate.edu</a> 561-207-5220(O)	Professional Educator	8/17/2021		9/30/2023
Seat 4	Michele Thompson	Member	CA	F	City of Greenacres 501 Swain Blvd Greenacres, FL 33463 <a href="mailto:MThompson@greenacresfl.gov">MThompson@greenacresfl.gov</a> 561-236-5988(C)	Local Municipal Government Parks and Recreation Program	10/1/2017	12/19/2023	9/30/2026
Seat 5	Jennifer Cirillo	Member	CA	F	Palm Beach County Parks and Recreation Department 27090 6 <sup>th</sup> Ave South Lake Worth, FL 33461 <a href="mailto:JCirillo@pbcgov.org">JCirillo@pbcgov.org</a> 561-963-6732(O); 561-906-9687(C)	Palm Beach County Parks and Recreation Department Staff	10/16/2018	10/5/2021	9/30/2024
Seat 6	Don Marchetto	Member	CA	M	7929 159 <sup>th</sup> Court North Palm Beach Gardens, FL 33418 <a href="mailto:dmarchetto@bellsouth.net">dmarchetto@bellsouth.net</a> 561-379-6637	Citizen having an interest in preservation and conservation of natural areas	4/12/2022		9/30/2024
Seat 7	Andrea McMillan	Member	AA	F	4251 Tazewell Court West Palm Beach, FL 33409 <a href="mailto:adm@amcmillanlaw.com">adm@amcmillanlaw.com</a> 561-612-5700(O)	Citizen having an interest in preservation and conservation of natural areas	8/17/2021		9/30/2023

# The Palm Beach Post

## Public Notices

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### NOTICE OF PUBLIC HEARING

The Palm Beach County Natural Areas Management Advisory Committee will hold an open house/public hearing on the 10-year updated draft management plan (draft plan) for the County-managed Yamato Scrub Natural Area on August 27, at the Vista Center Hearing Room Chamber, located at 2300 North Jog Road, West Palm Beach, FL. The open house will be from 5:30 pm to 6:00 pm. The public hearing will start at 6:00 pm. The purpose is to allow public comment on the draft plan. The draft plan is available at [pbcern.com](https://pbcern.com). For more information, please contact Allison Spall at 561-233-2464 or [aspall@pbc.gov](mailto:aspall@pbc.gov)

Publish: August 18, 2024

PALM BEACH COUNTY

NATURAL AREAS MANAGEMENT ADVISORY COMMITTEE

By: Environmental Resources Management

8/18/24 #10417932

**PALM BEACH COUNTY DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
NATURAL RESOURCES STEWARDSHIP DIVISION**

**SUMMARY OF THE AUGUST 27, 2024  
NATURAL AREAS MANAGEMENT ADVISORY COMMITTEE PUBLIC HEARING  
ON THE DRAFT YAMATO SCRUB NATURAL AREA MANAGEMENT PLAN**

Vista Center  
2300 North Jog Road  
West Palm Beach, FL 33411

The public hearing was advertised in the *Palm Beach Post*, a local newspaper, on August 18, 2024, announced at the Palm Beach County (PBC) Board of County Commissioners' (BCC) meeting on August 20, 2024, advertised on the County's webpage and posted on the property in the kiosks, in compliance with Chapter 259.032 (10), Florida Statutes.

Two Natural Areas Management Advisory Committee (NAMAC) members, seven Department of Environmental Resources Management (ERM) staff members, and two members of the public attended the public hearing. **David Gillings**, member of NAMAC, opened the public hearing at 6:00 p.m. He informed the attendees that this was a public hearing required by the State of Florida to inform citizens about the second ten-year update of the Yamato Scrub Natural Area Management Plan. The initial management plan was approved by the BCC in June 2001 and by the State Land Acquisition and Management Advisory Council in October 2001 and the first update was approved by the BCC in December 2013 and by the State Land Acquisition and Management Advisory Council in April 2014.

**Allison Spall**, Senior Environmental Analyst, Natural Areas Stewardship Division, ERM, stated that she was the staff person responsible for preparing the ten-year update to the Yamato Scrub Management Plan. Ms. Spall gave a short summary of the changes made to the management plan. The format was revised to comply with the current state statutory requirements and templates. The tables, site history, and references were updated. A chronology of major events was updated, as well as the goals and management objectives section that is required by the State. The figures in the management plan were updated using standard symbols. A PowerPoint presentation was made discussing the changes since the last plan and an overall discussion of the plan.

**Mr. Gillings** received one speaker card with a question regarding site restoration and how staff ensures the safety of wildlife. The speaker stated her questions were answered by staff during the open house.

This plan will be presented to NAMAC for review and comment on September 20, 2024. The plan will then be sent to ARC for their 90 day review on September 23, 2024. There were no further verbal comments from the staff.

**Mr. Gillings** thanked ERM staff for the presentation and closed the public hearing at 6:10pm

# Yamato Scrub Natural Area Updated Management Plan



**Public Hearing  
August 27, 2024**



# Public Hearing Purpose

- This is the 2<sup>nd</sup> 10-year management plan update for the Yamato Scrub Natural area (2001 & 2013)
- Allows for public comment before the plan goes to the County's Natural Areas Management Advisory Committee, the State's Acquisition and Restoration Council and the Palm Beach County Board of County Commissioners for final approval



# Summary of Changes Since 2<sup>nd</sup> Updated Plan

## Vegetation Changes

- Disturbed hydric hammock, mesic flatwoods, mesic hammock, scrub and scrubby flatwoods either transitioned into appropriate intact communities or decreased in overall acreage

## Management Units

- No changes to management units

## Restoration

- No new restoration projects

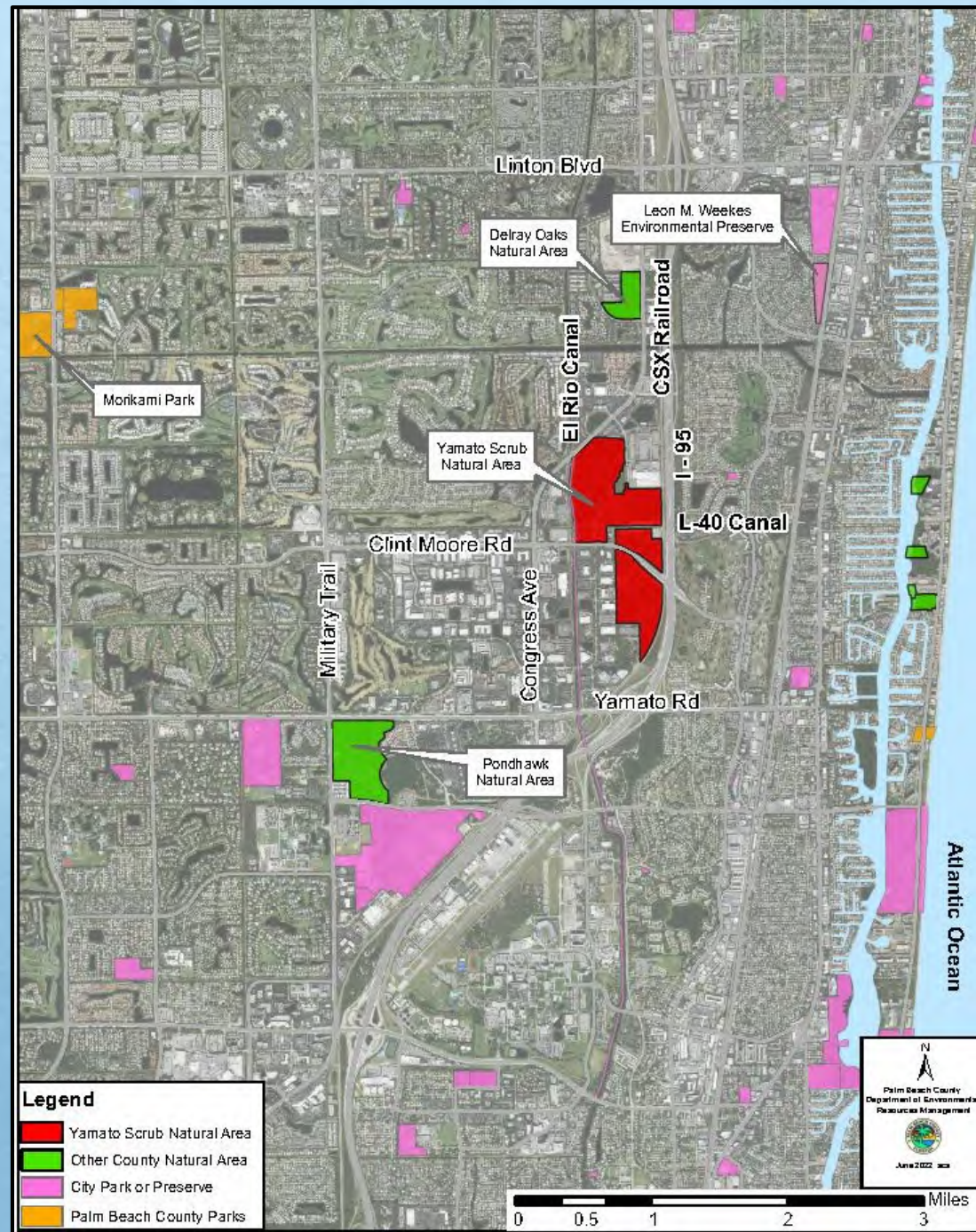
## Public Use Facilities

- 3 benches were added



# Location

- The 217-acre Natural Area is located in the southeastern portion of Palm Beach County within the City of Boca Raton



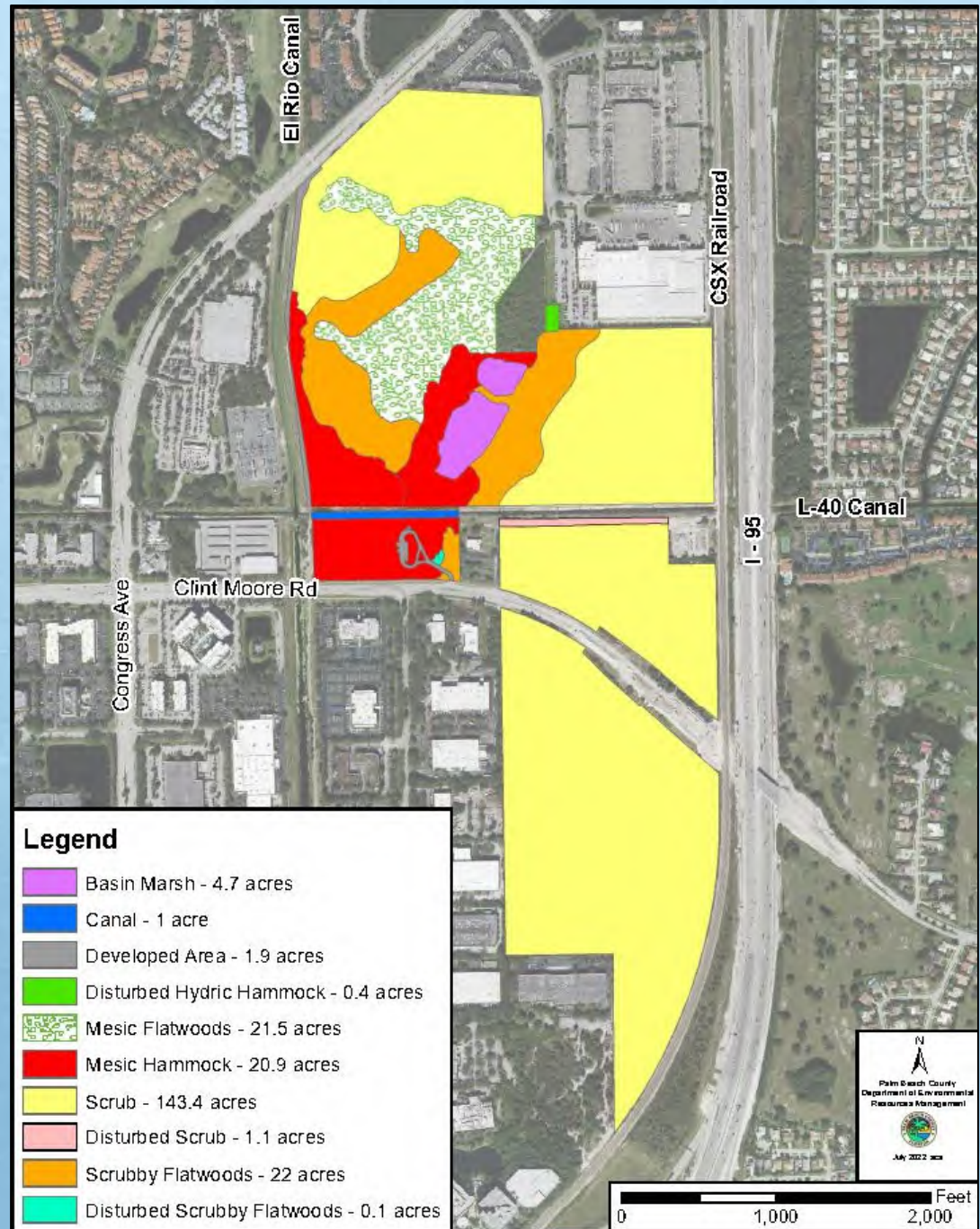
# Tracts/Ownership

- The County leases 206.74 acres from the State of Florida and jointly owns the remaining 10.38 acres of the site with the City of Boca Raton
- The site was acquired in two purchases in 1994 and 1997



# Vegetation Communities

- Basin Marsh
- Disturbed Hydric Hammock
- Mesic Flatwoods
- Mesic Hammock
- Scrub
- Disturbed Scrub
- Scrubby Flatwoods
- Disturbed Scrubby Flatwoods
- Canal
- Developed Area - Parking Lot



# Management Units

- There are 7 management units within the natural area ranging from 24 acres to 37 acres (staff may further subdivide units as needed)



# Prescribed Fire



- One prescribed burn (2003) has been conducted since acquisition of the site
- Development-related smoke management concerns dictate extremely narrow weather conditions in which prescribed burning may take place at the natural area
- Staff may subdivide management units to reduce smoke concerns or provide specific habitat benefits

# Mechanical Vegetation Reduction

Year	Reduction Type	Management Units
2009	Mechanical Vegetation Reduction	Units 2 & 3
2011	Mechanical Vegetation Reduction	Unit 6
2012	Mechanical Vegetation Reduction	Units 1,3,5 & 6
2013	Mechanical Vegetation Reduction	Units 2,3,4 & 7
2014	Mechanical Vegetation Reduction	Units 1 & 2
2015	Mechanical Vegetation Reduction	Units 2,4,5,6 & 7
2017	Mechanical Vegetation Reduction	Units 3,4,5,6 & 7
2018	Mechanical Vegetation Reduction	Mgmt Roads
2019	Mechanical Vegetation Reduction	All Units
2020	Mechanical Vegetation Reduction	Units 6 & 7
2023	Mechanical Vegetation Reduction	Units 2 & 3



# Restoration

Many restoration projects have occurred on the site since acquisition to restore the natural hydrology and allow the site to hold more water. No new restoration or enhancement projects have been conducted since the last update.



Basin Marsh  
Restoration 2005-2013



# Invasive/Nonnative Vegetation Removal

- The initial multi-phase invasive/nonnative plant removal program began in 1998 and was completed in 2004
- Site is now in maintenance condition (coverage of invasive plant species does not exceed 1 percent of canopy or understory layer)
- Annual sweeps have been conducted since 2004



# Native Plantings

- Since the 2013 update several planting projects have taken place:
  - **2014:** 1,500 muhly grass were planted east and west of the ADA trail, north of the LWDD canal maintenance road, near the bridge that provides pedestrian access from the parking lot.
  - **2015:** 1,500 sand cordgrass and 1,000 muhly grass were planted adjacent to the newly installed management road in Unit 1.
  - **2017:** 65 dancinglady orchids (*Tolumnia bahamensis*) were installed by Florida Atlantic University's Pine Jog Environmental Education Center. An additional 400 orchids were installed in 2018.
  - **2021:** volunteers planted 850 sand cordgrass by the west bridge.
  - **2024:** volunteers planted 1,000 muhly grass north of the west bridge and 1,000 sand cordgrass between the two wetland cells.



# Existing Public Use Facilities and Access

- Primary public access is via a 10-car, 2-bus parking lot located on the north side of Clint Moore Road
- Additional public access is through a pedestrian access gate located on the City's El Rio Trail
- Public use facilities include: benches, paved nature trail, hiking trails, and multi-use trail
- The main public use facilities officially opened to the public October 2007



# Existing Public Use Facilities and Access



# Security

- Management access gates and signage have been installed
- Most of the site's perimeter has been fenced to prevent unauthorized access into the natural area
- The Palm Beach County Sheriff's Office Wildlands Task Force regularly patrols the site



# Going Forward

- No additional public uses or public use facilities are proposed
- No additional restoration projects planned
- To be continued:
  - Invasive/nonnative plant and nonnative/nuisance animal control programs
  - Public outreach events including trash removal
  - Listed plant and animal species monitoring
  - Fuel reduction and prescribed fire programs



# Questions?

