

- f. a management contract of the Project Site with any person or organization;
or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

The foregoing are collectively referred to as the "disallowable activities."

IX. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the Recipient is engaging or allowing others to engage in disallowable activities on the Project Site, the Recipient agrees to immediately cease or cause the cessation of the disallowable activity upon receipt of written notice from the FCT. To the extent allowed by law, Recipient hereby indemnifies and agrees to hold FCT harmless from all claims, causes of action or damages of any nature whatsoever arising from or with respect to disallowable activities on the Project Site. Nothing herein shall be deemed a waiver of the Recipient's sovereign immunity. In addition to all other rights and remedies at law or in equity, FCT shall have the right to temporary and permanent injunctions against Recipient for any disallowable activity on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

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

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

1. Two or more resource-based outdoor recreational facilities including a nature trail and outdoor classroom/picnic facility shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Indian River County.
3. Interpretive signage shall be provided to educate visitors about the natural environment and unique history of the Project Site.
4. At least 24 environmental and/or historical education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.
5. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.
6. The scrub and forested wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
7. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site. The development of the Management Plan shall be coordinated with the Florida Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation of native wildlife species and further the purposes of the Strategic Habitat Conservation Area designation. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.
8. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burn regime implemented to maintain natural fire-dependent communities. If a prescribed burn regime is found to be necessary and feasible, the development of a prescribed burn plan shall be coordinated with the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.
9. The Project Site shall be managed in a manner that will enhance the quality of water entering the adjacent canal through the implementation of appropriate stormwater management techniques. Any proposed stormwater facility for the Project Site shall be designed to provide recreation open space or wildlife habitat.

10. Approximately 10 acres shall be returned to a natural scrub community in terms of biological composition and ecological function. The forested wetland area shall also be restored to a natural condition in terms of biological composition and ecological function.

11. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

12. A feral animal removal program shall be developed and implemented for cats and other non-native wildlife that may be found on the Project Site.

13. Protection of the farm buildings on the Project Site shall be coordinated with the Division of Historical Resources and the Indian River County Historical Society.

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

15. The location and design of any parking facility shall have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.

16. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.

17. The development and management of the Project Site shall be coordinated with the agencies managing conservation lands in the Indian River County greenway system to ensure the Project Site is protected and managed as part of a linked conservation lands and recreation opportunities.

18. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

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

This Agreement including Exhibit "A", if required, embodies the entire agreement between the parties.

THE FLORIDA COMMUNITIES TRUST'S OBLIGATION TO PROVIDE FUNDS UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

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

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY

By: *Ruth M. Stanbridge*
Print Name: Ruth M. Stanbridge
Title: Chairman
Date: April 9, 2002

Approved as to Form and Legality:
By: *William G. Collins II*
Print Name: William G. Collins II
Deputy County Attorney

FLORIDA COMMUNITIES TRUST

By: *Janice Browning*
Janice Browning
Executive Director
Date: 4/24/02

Approved as to Form and Legality:
By: *Ann J. Wild*
Ann J. Wild, Trust Counsel