
Lehigh Greenway Rail-Trail

Management Plan Submitted and
Managed By: FLAGLER COUNTY

via sublease agreement with the
Office of Greenways and Trails

Lease #4321-01

Management Plan Submittal Date:



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Management Plan Compliance Checklist - Natural Resource Lands	
Requirements	Page Numbers
18-2.021 Acquisition and Restoration Council.	
1. Executive Summary	
Management Plans. Plans submitted to the division for ARC review under the requirements of Section 253.034 F.S. should be in a form and manner prescribed by rule by the board and in accordance with the provisions of S. 259.032 and should contain where applicable to the management of resources the following:	
2. The common name of the property.	
3. A map showing the location and boundaries of the property plus any structures or improvements to the property.	
4. The legal description and acreage of the property.	
5. The degree of title interest held by the Board, including reservations and encumbrances such as leases.	
6. The land acquisition program, if any, under which the property was acquired.	
7. The designated single use or multiple use management for the property, including other managing agencies.	
8. Proximity of property to other significant State/local/federal land or water resources.	
9. A statement as to whether the property is within an Aquatic Preserve or a designated Area of Critical State Concern or an area under study for such designation. If yes, make sure appropriate managing agencies are notified of the plan.	
10. The location and description of known and reasonably identifiable renewable and non-renewable resources of the property including, but not limited to, the following:	
A. Brief description of soil types, using U. S. D. A. maps when available;	
B. Archaeological and historical resources*;	
C. Water resources including the water quality classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Waters;	
D. Fish and wildlife and their habitat;	
E. State and federally listed endangered or threatened species and their habitat;	
F. Beaches and dunes;	
G. Swamps, marshes and other wetlands;	
H. Mineral resources, such as oil, gas and phosphate;	
I. Unique natural features, such as coral reefs, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams; and	
J. Outstanding native landscapes containing relatively unaltered flora, fauna, and geological conditions.	
11. A description of actions the agency plans, to locate and identify unknown resources such as surveys of unknown archeological and historical resources.	

12. The identification of resources on the property that are listed in the Florida Natural Areas Inventory. Include letter from FNAI or consultant, where appropriate.	
13. A description of past uses, including any unauthorized uses of the property.	
14. A detailed description of existing and planned use(s) of the property.	
15. A description of alternative or multiple uses of the property considered by the managing agency and an explanation of why such uses were not adopted.	
16. A detailed assessment of the impact of planned uses on the renewable and non-renewable resources of the property and a detailed description of the specific actions that will be taken to protect, enhance and conserve these resources and to mitigate damage caused by such uses.	
17. A description of management needs and problems for the property.	
18. Identification of adjacent land uses that conflict with the planned use of the property, if any.	
19. A description of legislative or executive directives that constrain the use of such property.	
20. A finding regarding whether each planned use complies with the State Lands Management Plan adopted by the Trustees on March 17, 1981, and incorporated herein by reference, particularly whether such uses represent "balanced public utilization", specific agency statutory authority, and other legislative or executive constraints.	
21. An assessment as to whether the property, or any portion, should be declared surplus.	
22. 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. Clearly defined map of parcels can be used.	
23. A description of the management responsibilities of each agency and how such responsibilities will be coordinated, including a provision that requires that the managing agency consult with the Division of Historical Resources before taking actions that may adversely affect archaeological or historic resources.	
24. A statement concerning the extent of public involvement and local government participation in the development of the plan, if any, including a summary of comments and concerns expressed.	
Additional Requirements—Per Trustees.	
25. Letter of Compliance of the management plan with the Local Government Comprehensive Plan. Letter from local government saying that the plan is in compliance with local government's comprehensive plan.	Exhibit E
253.034 State-Owned Lands; Uses. Each entity managing conservation lands shall submit to the Division of State Lands a land management plan at least every 10 years in a form and manner prescribed by rule by the Board.	
26. All management plans, whether for single-use or multiple-use properties, shall specifically describe how the managing entity plans to identify, locate, protect and preserve, or otherwise use fragile nonrenewable resources, such as archaeological and historic sites, as well as other fragile resources, including endangered plant and animal species.	
27. The management plan shall provide for the conservation of soil and water resources and for the control and prevention of soil erosion.	
28. Land management plans submitted by an entity shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate polices and guidelines of the state land management plan.	
29. All land management plans for parcels larger than 1,000 acres shall contain an analysis of the multiple-use potential of the parcel, which analysis shall include the potential of the parcel to generate revenues to enhance the management of the parcel.	

30. Additionally, the land management plan shall contain an analysis of the potential use of private managers to facilitate the restoration or management of these lands.	
31. A physical description of the land.	
32. A desired outcome.	
33. A quantitative data description of the land which includes an inventory of forest and other natural resources; exotic and invasive plants; hydrological features; infrastructure, including recreational facilities; and other significant land, cultural, or historical features.	
34. A detailed description of each short-term and long-term land management goal, the associated measurable objectives, and the related activities that are to be performed to meet the land management objectives. Each land management objective must be addressed by the land management plan, and where practicable, no land management objective shall be performed to the detriment of the other land management activities.	
35. A schedule of land management activities which contains short-term and long-term land management goals and the related measurable objectives and activities. The schedule shall include for each activity a timeline for completion, quantitative measures, and detailed expense and manpower budgets. The schedule shall provide a management tool that facilitates development of performance measures.	
36. A summary budget for the scheduled land management activities of the land management plan. For state lands containing or anticipated to contain imperiled species habitat, the summary budget shall include any fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitats, which fees shall be used solely to restore, manage, enhance, repopulate, or acquire imperiled species habitat. 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).	
37. Each management plan shall describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term and long-term management goals shall include measurable objectives for the following, as appropriate	✓
(A) Habitat restoration and improvement;	
(B) Public access and recreational opportunities;	
(C) Hydrological preservation and restoration;	
(D) Sustainable forest management;	
(E) Exotic and invasive species maintenance and control;	
(F) Capital facilities and infrastructure;	
(G) Cultural and historical resources;	
(H) Imperiled species habitat maintenance, enhancement, restoration, or population restoration	
253.036 Forest Management.	
38. For all land management plans for parcels larger than 1,000 acres, the lead agency shall prepare the analysis, which shall contain a component or section prepared by a qualified professional forester which assesses the feasibility of managing timber resources on the parcel for resource conservation and revenue generation purposes through a stewardship ethic that embraces sustainable forest management practices if the lead management agency determines that the timber resource management is not in conflict with the primary management objectives of the parcel.	NA
259.032 Conservation And Recreation Lands Trust Fund; Purpose.	

(10)(a) State, regional or local governmental agencies or private entities designated to manage lands under this section shall develop and adopt, with the approval of the Board of Trustees, an individual management plan for each project designed to conserve and protect such lands and their associated natural resources. Private sector involvement in management plan development may be used to expedite the planning process.	
39. Individual management plans required by s. 253.034(5), for parcels over 160 acres, shall be developed with input from an advisory group - Management plan should list advisory group members and affiliations.	
40. The advisory group shall conduct at least one public hearing in each county in which the parcel or project is located. Managing agency should provide DSL/OES with documentation showing date and location of public hearing.	
41. 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. Managing agency should provide DSL/OES with copy of notice.	
42. The management prospectus required pursuant to 259.032 (9) (d) shall be available to the public for a period of 30 days prior to the public hearing.	
43. Summary of Advisory Group Meeting should be provided to DSL/OES.	
44. Individual management plans shall conform to the appropriate policies and guidelines of the state land management plan and shall include, but not be limited to:	✓
A. A statement of the purpose for which the lands were acquired, the projected use or uses as defined in s. 253.034, and the statutory authority for such use or uses.	
B. Key management activities necessary to achieve the desired outcomes, including, but not limited to, providing public access, preserving and protecting natural resources, protecting cultural and historical resources, restoring habitat, protecting threatened and endangered species, controlling the spread of nonnative plants and animals, performing prescribed fire activities, and other appropriate resource management activities.	
C. A specific description of how the managing agency plans to identify, locate, protect, and preserve, or otherwise use fragile, nonrenewable natural and cultural resources.	
D. A priority schedule for conducting management activities, based on the purposes for which the lands were acquired. The schedule must include a goal, an objective, and a time frame for completion.	
E. A cost estimate for conducting priority management activities, to include recommendations for cost-effective methods of accomplishing those activities. Using categories as adopted pursuant to 259.037, F.S., is suggested. These are: (1) Resource Management; (2) Administration; (3) Support; (4) Capital Improvements; (5) Visitor Services/Recreation; and (6) Law Enforcement.	
F. A cost estimate for conducting other management activities which would enhance the natural resource value or public recreation value for which the lands were acquired. The cost estimate shall include recommendations for cost-effective methods of accomplishing those activities. Using categories as adopted pursuant to 259.037, F.S., is suggested. These are: (1) Resource Management; (2) Administration; (3) Support; (4) Capital Improvements; (5) Visitor Services/Recreation; and (6) Law Enforcement.(Example #10) Include approximate monetary cost and cost effective methods. Can be placed in the appendix.	
45. A determination of the public uses and public access that would be consistent with the purposes for which the lands were acquired.	
259.036 Management Review Teams.	

46. The managing agency shall consider the findings and recommendations of the land management review team in finalizing the required 10-year update of its management plan. Can be addressed in the body of the plan or addressed in an appendix. If not in agreement, the managing agency should reply in a statement in the appendix.	
Other Requirements.	
47. This checklist table at front of plan (pursuant to request of ARC and consensus agreement of managing agencies.)	
48. Accomplishments (implementation) from last plan (format variable by agency)	
49. FNAI-based natural community maps (may differ from FNAI in some cases)	
50. Fire management plans (either by inclusion or reference)(259.032)	
51. A statement regarding incompatible uses [ref. Ch. 253.034 (9)]	
52. Cultural resources, including maps of all sites <u>except Native American sites</u> *	
53. Arthropod control plan	
Office of Greenways and Trails Requirements.	
Potential Ecological or Recreational Linkages to other Public Lands—planning and management opportunities that exist for integrating the property into the regional greenways and trails system.	
Description of the how entity will defend title for the state owned land.	
One page Overview of the Plan	
Climate	
Table of Contents	
<p>*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.</p>	

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- APPENDIX J. BUDGET

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LAND MANAGEMENT PLAN EXECUTIVE SUMMARY

Lead Agency: Flagler County through a Sublease from the Department of Environmental Protection (DEP), Division of Recreation and Parks (DRP), Office of Greenways and Trails (OGT)

Property Common Name: Lehigh Greenway Rail-Trail (Lehigh Greenway)

Location: Flagler County

Sections, Townships and Ranges: 11S30E34, 11S30E35, 11S30E36, 11S31E31, 11S31E32, 11S31E34, 12S30E01, 12S30E02, 12S30E03, 12S31E03, 12S31E04, 12S31E05, 12S31E06, 12S31E40

Total Acreage: 193.09

Acreage/Landcover Class:

87/Mesic Flatwoods

42/Utilities

40/Coniferous Plantations

8/Residential, Med. Density - 2-5 Dwelling Units/AC

7/Mixed Hardwood-Coniferous

4/Mixed Wetland Hardwoods

2/Basin Swamp

2/Natural Rivers & Streams

1/Other Wetland Forested Mixed

1/Roads

1/Shrub and Brushland

>1/Freshwater Marshes

Lease Number: 4321-01, dated February 19, 2002; Expires: March 18, 2051

Use: Single Use–Recreational Trail

Management Responsibility:

Lessor: Board of Trustees of the Internal Improvement Trust Fund (Trustees) of the State of Florida

Sublessor: DEP, DRP, OGT

Sublessee: Flagler County (all management responsibilities)

Designated Land Use: Single Use–Recreation

Contracts: No 3rd Party

Encumbrances: At the time of the acquisition, multiple encumbrances were known to the Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees). None of these encumbrances, noted in the Deed, were deemed as an impediment to the establishment and use of the property as a recreational trail. Encumbrances since the acquisition have been approved by the Acquisition and Restoration Council and the Trustees.

Type Acquisition: 194.95 acres were acquired fee simple by the Office of Greenways and Trails in 2000 utilizing Preservation 2000 funding for \$286,508. Since the acquisition occurred, the state declared 1.86 total acres surplus. The surplus lands were sold to Flagler County.

Unique Natural Features: Unique natural features exist approximately at the point where Lehigh Canal discharges its flow northerly and the Lehigh Greenway Rail-Trail (Trail) enters into Graham Swamp. Here, the Trail exists along a high pine ridge and enters into a mixed hardwood forest. Graham Swamp is one of the last remaining major coastal hardwood swamp ecosystems in Florida.

Archaeological/Historical: The property crosses Old Kings Road (FL00186), a linear resource.

Management Needs: To continue to provide public outdoor recreation and open space areas compatible with protection and enhancement of the site; to continue protection and enhancement of the resource; to complete the improvements at the Colbert Lane Trailhead; to improve all trailhead facilities; to continue intergovernmental coordination and information sharing; continued funding for maintenance and security; to develop baselines studies consistent with the Goals and Objectives.

Surplus Land Needs/Acreage: On July 29, 2009, an Exchange Agreement was executed (valid through May 26, 2010) for 0.161 acres of state-owned land for 0.171 acres of land owned by the City of Palm Coast (City). The Exchange Agreement was extended for one year (valid through May 27, 2011). Due to uncertainty with the development of the Development of Regional Impact (DRI), on March 8, 2011 the City requested a two-year extension for the Exchange Agreement. On May 13, 2011, OGT responded that the best course of action is to allow the current Exchange Agreement to expire. The City may then apply for an easement when the construction timeline becomes clear. The Florida Department of Environmental Protection (FDEP) intends to approve easement. The City subsequently concurs with FDEP recommendation.

Acquisition Needs/Acreage: Other than the previously described Land Exchange within the "Potential Surplus Lands" section, there is not presently any prospective land acquisitions associated with this property. Flagler County may pursue authorization for improved parking and possible recreation amenities on property owned by Florida Power and Light east of U.S. 1 and south of the Trail property. The City of Palm Coast is pursuing authorization for improved parking and possible recreation amenities on property owned by Florida Power and Light east of Belle Terre Parkway and south of the Trail.

Public Involvement: Pursuant to Chapter 259.032(10), Florida Statutes (F.S.), Management will receive input from an Advisory Group and from the Public. The Plan will be modified in accordance with the input received from the Advisory Group and the Public.

An interagency State Land Management Review Team (LMR) has not toured the property or conducted a Land Management Review.

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

ARC Approval Date: _____

Trustees Approval Date: _____

Comments: _____

OVERVIEW

This is an update to the initial Management Plan (Plan) that was adopted in 2002 for the Lehigh Greenway Rail-Trail, commonly known as the Lehigh Trail (Trail). Located in Flagler County, the Trail is comprised of 6.8 miles of abandoned railroad corridor, of which 5.8 miles are owned by the Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees). The St. Johns River Water Management District owns the remaining easternmost mile of Trail. On December 29, 2000, the 194.95-acre parcel was purchased fee simple from Palm Coast Holdings, Inc. for \$286,508 through the Florida Department of Environmental Protection, Office of Greenways and Trails (OGT) Land Acquisition Program utilizing Preservation 2000 Funds. Since the acquisition of the Trustees portion of the Trail occurred, 1.86 total acres were declared surplus and sold to Flagler County. Today, the parcel owned by the Trustees is 193.09 total acres.

On March 19, 2001, Lease Agreement #4321 was executed between the Trustees (Lessor) and OGT (Lessee). On February 19, 2002, Sublease Agreement #4321-01 was executed between OGT (Sublessor) and Flagler County (Subleasee). The Lease and Sublease Agreements expire on March 18, 2051. Flagler County is responsible for the operation and maintenance of the property.

The primary objective of the acquisition was to provide a public corridor to be developed as a multiple use trail for non-motorized modes of transportation and outdoor recreational activities such as walking, hiking, jogging, bicycling and inline skating. Today, the paved Trail provides recreational opportunities and transportation choices as well, as eco-tourism opportunities for residents and visitors. The Trail is managed as a single use property. The Lehigh Greenway Rail-Trail enhances aspects of the community and will be integrated into the future developments. Specifically, dedicated shared use paths/trails provide the optimum setting for the safe and efficient use of non-motorized modes of transportation through master planned residential communities and commercial centers.

The Plan outlines the history and regional significance of the property and outlines the resources found along the property. The Plan identifies the uses of the property and outlines management issues, goals and objectives. The desired outcome and overall goal of the management of the Trail is to continue to provide access to a growing recreational trails network. Future enhancements to the Trail will enhance the visitor's experience. The trails network serves to connect people and communities and to enhance economic development.

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I. INTRODUCTION

A. Project Location

The Lehigh Greenway Rail-Trail, commonly known as the Lehigh Trail (Trail), is located in Flagler County, Florida. The Trail is west of Flagler Beach and north of Bunnell and connects to the future downtown of Palm Coast. The Trail is comprised of 6.8 miles of abandoned railroad corridor, of which 5.8 miles are owned by the Trustees of the Internal Improvement Trust Fund of the State of Florida (Trustees). The St. Johns River Water Management District owns the remaining easternmost mile of the Trail. The lands are managed as one cohesive property and this Management Plan reflects the entire Trail (Map 1.1).

The Trail traverses the following Sections, Townships and Ranges: 11S30E34, 11S30E35, 11S30E36, 11S31E31, 11S31E32, 11S31E34, 12S30E01, 12S30E02, 12S30E03, 12S31E03, 12S31E04, 12S31E05, 12S31E06, 12S31E40.

Paralleling Royal Palms Parkway for most of its length, the Trail is located just north of Bunnell and State Road 100 (Map 1.2). Throughout most of the distance (5.5 miles), the Trail also parallels a waterway, known as Lehigh Canal or Royal Palms Waterway. The close union of the Trail and Canal extends from U.S. Highway 1 (U.S. 1) eastward, crossing (at-grade) Belle Terra Parkway, passing under Interstate 95 near exit 285, crossing Old Kings Road (at-grade) just south of the junction of Town Center Boulevard and Old Kings Road (OKR). About a quarter mile east of OKR, the Canal empties into the Graham Swamp Conservation Area. The Trail continues through the Graham Swamp Conservation Area and terminates at Colbert Lane, just west of the old Lehigh Portland Cement Company. The Trail also parallels a Florida Power and Light maintenance road and utility line for much of its length. The Trail forms the northernmost boundary of the Palm Coast Town Center, a Palm Coast Holdings, Inc. mixed-use development. There are minimally improved trailheads (Map 1.3) at U.S. 1, at the intersection of the Trail and Royal Palms Parkway and at both the eastern and western sides of Belle Terre Parkway. Access is also provided at OKR. On the eastern terminus of the Trail, at Colbert Lane, construction of a trailhead is underway. The legal description is provided in Appendix A.

B. Land Acquisition History

In 1998, the Flagler County Planning Department submitted a Preservation 2000 Land Acquisition Proposal to the Florida Department of Environmental Protection, Office of Greenways and Trails (OGT) Land Acquisition Program. The Florida Greenways and Trails Council (FGTC), as described by Section 260.0142, Florida Statutes (F.S.), approved acquisition of the project. The Florida Department of Environmental Protection's Division of State Lands (DSL) negotiated acquisition of the property. On May 9, 2000, an Option Agreement to acquire the property was approved by the Trustees. The 194.95-acre parcel was purchased fee simple from Palm Coast Holdings, Inc. for \$286,508, through OGT Land Acquisition Program utilizing Preservation 2000 Funds on December 29, 2000 (Appendix A).

On March 19, 2001, Lease Agreement #4321 was executed between the Trustees (Lessor) and OGT (Lessee). On February 19, 2002, Sublease Agreement #4321-01 was executed between OGT (Sublessor) and Flagler County (Subleasee). The Lease and Sublease Agreements expire on March 18, 2051. Flagler County is responsible for the operation and maintenance of the property. The County will work with OGT and other federal, state and local partners to assure that management activities are in compliance with the approved Management Plan (Plan) and applicable laws.

Since the acquisition of the Trail occurred, 1.86 total acres were declared surplus as part of a Land Exchange relating to a road widening project (Map 2). Today, the parcel is 193.09 total acres (Appendix A).

C. Nearby Public Lands and Designated Water Resources

Water Resources are depicted on Map 1.5. The property boundary does not cross over any Outstanding Florida Waters (Appendix B), classified pursuant to Chapter 62-302, Florida Administrative Code (F.A.C.). The property is neither located in an Aquatic Preserve as designated under Florida Aquatic Preserve Act of 1975 (Section 258.35, F.S.). The property is not within an Area of Critical State Concern classified pursuant Section 380.05, F.S.

Much of the Trail parallels the Lehigh Canal/Royal Palms Waterway, which is managed by the Palm Coast Community Service Corporation. The Trail is also intersected at two points by 50 to 70-foot-wide north-south canals. The Eisenhower Waterway is located closest to U.S. 1 while the Easthampton Waterway is located east of the Eisenhower Waterway.



Approximately at the point where Lehigh Canal discharges its flow northerly into Graham Swamp, the Trail exists along a high



ridge and crosses over the Graham Swamp Conservation Area (Map 1.2). Comprised of 3,084 acres, Graham Swamp is owned by the St. Johns River Water Management District (SJRWMD) and is managed by Flagler County. Graham Swamp is one of the last remaining major coastal hardwood swamp ecosystems in Florida. The historic headwaters of Bulow Creek originate in the large freshwater basin swamp of Graham Swamp. Graham Swamp, though heavily impaired by the creation of ditches and dikes in the past, serves an important function in retaining and filtering stormwater runoff from residential developments lying to the west and north. A 1000-foot-long bridge exists where the Trail enters the wetlands of the Graham Swamp Conservation Area (Map 1.2). These wetlands are generally high quality, forested type that supports a variety of wildlife. Recreational activities at the Conservation Area include mountain biking, hiking, fishing and nature observation. Graham Swamp is one of the last remaining major coastal hardwood swamp ecosystems in Florida and will provide opportunity to educate users

about the value of a unique coastal ecosystem, surrounded by a region under extreme development pressure.

The eastern terminus of the Trail connects to the Colbert Lane Bike Path. The eastern terminus is approximately one-mile from the Florida Circumnavigational Saltwater Paddling Trail and is less than two miles from the Flagler County A1A Bike Path. The Trail is less than two miles south of the Flagler County Bella Terra Parkway Bike Path.

D. Regional Significance

On November 1, 1993, Flagler County established a coastal greenway program centered along the Intracoastal Waterway. The coastal greenway project protects various aquatic preserves and

conservation areas along the entire length of the Flagler County coastal area. The County received the 1994, Florida Greenways Award from 1000 Friends of Florida for the visionary system. One of the goals of the Coastal Greenway is to link separate greenway features to each other through acquisition, easements or regulatory means. The Lehigh Greenway Rail-Trail is the key route from Western Flagler County toward the coastal greenway and the resources along the State Scenic Highway A1A, Flagler County and the East Coast Greenway.

The major components of the Florida Statewide Greenways and Trails Program are established by a legislatively adopted plan. The foundation for the plan's development consisted of various legislative actions and efforts that occurred throughout the more than 20 years prior to its adoption in 1999. As part of the Florida Greenways and Trails Program, recreational connections (opportunity areas) have been identified throughout the state. These opportunity areas have been mapped and prioritized and form the basis for developing and evaluating acquisition projects and setting the statewide vision for a connected trails system. The property is within a High Priority Multi-Use Corridor on the Recreational Prioritization Maps.

The City of Palm Coast, incorporated in 1999, immediately adopted as one of its primary goals the acquisition of sensitive lands and the construction of sidewalks and trails to link those lands. In 2008, the City adopted an updated Pedestrian/Bicycle Master Plan (City Trail Plan), which was incorporated into the Recreation and Parks Master Plan. The City Trail Plan provides a comprehensive program and prioritizes the expansion of the existing sidewalk/bicycle system and the proposed future system. The City Trail Plan is designed to create a safe and convenient non-motorized transportation system that will connect residential areas to schools, recreational facilities and businesses within the City.

The City Trail Plan identifies existing facilities and proposed projects on major roadways in the City, in addition to trail segments that are mainly used for recreational purposes such as the St. Joe Walkway, the Lehigh Trail and the Pine Lakes Multi-Purpose Path. Flagler County's Lehigh Greenway Rail-Trail plays an important role in the City Trail Plan providing one of the primary backbones linking neighborhoods and ensuring connectivity of the City's proposed trail system. Safety of pedestrians, cyclists and others utilizing the trails is a key issue for the City of Palm Coast. The Pedestrian Plan focuses on enhancements that ensure citizens utilizing the Lehigh Trail, as well as other City connecting trails, can do so in a safe and secure environment. These safety and security enhancements utilize Best Practices Design Standards.

In Flagler County, the developing regional trail system allows visitors to view Florida's natural environment and to traverse agricultural areas and rural towns. The infrastructure of greenways and trails serves to connect Flagler County to the statewide system of greenways and trails. As part of the regional trails system, the Lehigh Greenway Rail-Trail provides recreational opportunities and transportation choices, as well as eco-tourism opportunities for residents and visitors. In 2010, the U.S. Census estimated the population of Flagler County as 95,696; previously in 2000, the U.S. Census estimated the population of Flagler County as 49,832. Throughout the period between 1990 and 2000, the U.S. Census found that the Flagler County population increased 73.6 percent. As growth continues in the region, it is important to offer a connected system of trails for transportation.

The western terminus of the Trail, at U.S. 1, connects to the "Heritage Crossroads: Miles of History Heritage Highway." Designated through the Florida Department of Transportation's

Scenic Highway program, this 92-mile, partially braided loop route, endows the traveler with a unique agricultural and river-to-sea experience. The historic communities of Espanola, Bunnell and Flagler Beach are tied to Florida's early transportation. The Heritage Highway includes Old Dixie Highway, built in 1914. Old Dixie Highway, also known as the Old Brick Road, is the longest continuous section (nine miles) of the original brick road in the Southeastern United States. Travelers along the Heritage Highway may also tour the Old Kings Road, the oldest commercial road in Florida, which was built by British Engineers around 1776. The Heritage Crossroads: Mile of History corridor is composed of the following roadways: Old Kings Road (19 miles), U.S. 1 (19 miles), CR 205 (5 miles), Old Brick Road (9 miles), CR 205 (4 miles), SR 100 (13 miles), SR 11 (15 miles) and John Anderson Highway (5 miles).

The western terminus is immediately north of the City of Bunnell. Creating a linkage for pedestrians and cyclists to downtown Bunnell is a key goal of the Flagler County trails system. Making downtown accessible and attractive to people utilizing multimodal transportation improves small town preservation and prosperity. Plans are in place to connect the Lehigh Trail to the sidewalk system of Bunnell. Construction is expected to begin in 2012 on a sidewalk along the east side of U.S. 1 from Bunnell to the Trail. A lighted crossing currently exists, enabling Trail users to cross U.S. 1 from the western terminus of the Trail to link with possible future connections. Due to the proximity of Interstate 95 (I-95), Bunnell's downtown shops and restaurants are struggling to compete with big box retailers. However, optimism abounds as the City of Bunnell has labeled itself the "Crossroads of Flagler County" due to the fact that three state roads and a railway system meet at this location. Bunnell offers personalized customer service, an encouraging business environment, small town friendliness and unique shopping venues. The Trail also connects to the future center of Palm Coast. As Palm Coast grows, the Trail will become an integral part of the Town Center activities.

The Trail is less than two miles from the Flagler County A1A Bike Path and is connected by trail systems linking Colbert Lane, Belle Terre Parkway, and soon U.S. 1 with a developing trail system along SR 100. Connecting St. Johns and Volusia counties, the Flagler County A1A Bicycle and Pedestrian Path is designated as a section of the East Coast Greenway (ECG). The ECG "spine" route that connects Calais, Maine to Key West, Florida is over 3,000 miles. In Florida, the ECG is comprised of both a "spine" route of over 719 miles and an "alternate" route that consists of over 86 miles. Today, the ECG is a combination of roads, sidewalks, multiple use trails and river ferries. Once fully developed, the ECG will be a continuous non-motorized, multiple use trail network. Flagler County's A1A Bicycle and Pedestrian Path is 19 miles long, making it the longest completed segment of the 260-mile, St. Johns River-to-the-Sea Loop. This developing Loop, traverses through Palatka, St. Augustine, Flagler Beach, Daytona Beach, New Smyrna Beach, Titusville and back north through DeBary and Deltona to Palatka.

E. Purpose and Scope of Plan

This document represents the ten year update to the original land management plan that was adopted in 2002. Serving as the basic policy statement for policy direction, this Management Plan (Plan) replaces the 2002 Plan in its entirety. This Plan outlines the setting, resource management and operational constraints of the property. The location, land acquisition history, nearby public lands and designated water resources and regional significance are discussed in Section I. Section II provides an overview of the existing resources on the property while Section III outlines public use of the property. Section IV outlines the management strategies, as well as

the goals and objectives for the general management of the property, including policies, the purpose and intended use of the Trail and overall guiding principles and actions.

II. NATURAL, CULTURAL AND HISTORICAL RESOURCES

This section describes the natural, cultural and historical resources of the property. Given the property is an abandoned rail bed, which varies in width and is comprised of compacted soil and ballast usually flanked by parallel drainage swales and canals, the natural resources within the corridor itself are limited. Culturally, the corridor represents a chapter in history.

A. Climate

According to the National Climatic Data Center (NCDC), Flagler County has a subtropical climate with an average temperature of 69°F. June, July and August are the warmest months with July being the hottest (92 high, 74 low). December, January and February are the coldest with January being the coolest (68 high, 46 low). There is an average of 136 annual rain days. The average rainfall is 52 inches per year. April is typically the driest month (2.56 inches) and June is typically the wettest month (6.53 inches).

B. Area Physiography

Topography and Geomorphology

Flagler County is located in the northeastern part of peninsular Florida and includes an area of approximately 507 square miles. The Eastern Valley is the largest geomorphic feature of Flagler County. It covers the western two-thirds of the county. This valley is approximately 20 miles wide and contains most of the low wetlands of Flagler County. Four narrow, linear geomorphic provinces are in the eastern third of the County. They run parallel to the coastline. The Trail is located in the Eastern Valley to Atlantic Coastal Ridge. The Atlantic Coastal Ridge is a product of Holocene shoreline sedimentation (Natural Resource Conservation Service).

As previously mentioned, the Trail was formerly a railroad grade and is generally flat. At times the Trail is raised on an artificial berm or cuts into localized rises. Elevation of the property ranges from a high of approximately 30 feet above sea level near the western terminus to a low of approximately 10 feet above sea level near the eastern terminus.

Geology

The United States Geological Society identifies the geologic feature under the Trail as undifferentiated sediments on the Geologic Map of the State of Florida.

Soils

The soils along the Lehigh Greenway Rail-Trail are highly disturbed due to the construction of the railroad bed. The United States Department of Agriculture, Natural Resources Conservation Service (USDA, NRCS) was consulted in the development of this Management Plan (Appendix C).

The following soil types are along the corridor:

Favoretta, Chobee and Winder soils, frequently flooded; Myakka fine sand; Placid, Basinger and St. Johns soils, depressional; Immokalee fine sand; Pomello fine sand, 0-5 percent slopes; Valkaria fine sand; Orsino fine sand, 0-5 percent slopes; Smyrna fine sand; Cocoa-Bulow complex, 0-5 percent slopes; Tusawilla fine sand.

Water Resources, Hydrology, Water Management

According to the Florida Geological Survey, the hydrogeologic system of Flagler County generally consists of three aquifer systems; the Surficial Aquifer System, the Intermediate Aquifer System and the Floridian Aquifer System. The Floridian Aquifer System underlies Flagler County at a depth ranging from 80 to 190 feet. This aquifer consists mainly of Eocene limestone and dolomite from the Avon Park Formation and the Ocala Group. The Floridian Aquifer is the major source of water for public uses, irrigation and industry. The Floridian Aquifer is recharged by the overlying Surficial and Intermediate Aquifers. Ranging in thickness from five to 80 feet, the Intermediate Aquifer is primarily within the sediments of the Hawthorne Group. The sediments consist of variable amounts of sand and shell fragments and some silt and clay. The Intermediate Aquifer System is primarily recharged by rainfall and is the primary source for domestic uses. The Surficial Aquifer is a relatively thin water table composed of undifferentiated sand and clay terrace deposits and admixtures. The Surficial Aquifer is rarely used for potable water supplies.

Along the entire length of the Trail, ditches divert surface water, primarily rainfall, towards canals (Map 1.5). The principle canal controlling drainage is the Royal Palms Parkway Canal. This Canal is dammed approximately one third of the way between Old Kings Road and Belle Terre Parkway. West of the dam, the Canal is open with vegetated banks. East of the dam, the banks are made of concrete. There are two drainage pipes that run under the railroad grade, exiting on the northern side of the property from the power line easement, into Royal Palms Parkway Canal. Stormwater runoff enters the property from Interstate 95, Old Kings Road, Belle Terre Parkway and the power line easement.

C. Natural Communities

The natural communities of the Trail include pinewood, hardwood hammock, forest hardwood swamp and mixed hardwood/pine forest. Map 1.6 illustrates the composition of the cooperative landcover. The pinewoods have a relatively open overstory and an extensive shrub stratum. As the area is allowed to reseed, other hardwoods are expected to expand. Low lying areas, such as the area on the fringe of the Royal Palms Waterway and the ditch to the south of the Trail, in the westernmost section, contain wetland type vegetation such as ferns and other aquatic plants. Along the eastern portion of the property, that traverses the Graham Swamp Conservation Area, there is hardwood swamp. The majority of the plants within the eastern portion are native. No beach or dune habitat occurs within the property boundary.

D. Forest Resources

There are approximately 15 acres of planted pine west of Belle Terre Parkway (Map 3).

E. Mineral Resources

There are no known minerals of commercial importance within the property boundary.

F. Native Species

A formal survey of native species has not occurred. Non-rare wildlife that can be seen along the Trail include: white-tailed deer (*Odocoileus virginianus*), eastern grey squirrels (*Sciurus carolinensis*), raccoons (*Procyon lotor*), spiders, snakes, wading birds and song birds.

G. Listed Species

As with many rail-trails, the State Threatened gopher tortoise (*Gopherus polyphemus*) has been seen on the property. Both the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FFWCC) were contacted to review their data in relation to this property. Both FNAI and FFWCC provided information about the vicinity but neither entity, nor management, had conducted a site specific survey on the property. The FNAI data layer indicates several element occurrences of the Florida scrub-jay (*Aphelocoma coerulescens*) within the vicinity, and for potential populations on or very near the Trail. However, Florida scrub-jay have not been witnessed or reported to management. Appendix D contains comprehensive information known to FNAI. The FFWCC database indicates that there are no records of listed species occurrences or critical habitats within the project area (Appendix E). As noted by both FNAI and FFWCC, nearby lands include the Graham Swamp Conservation Area (GSCA). According to FFWCC, the GSCA is considered a Strategic Habitat Conservation Area (SHCA). The SHCA has the potential to support several rare or threatened species including the swallow-tailed kite (*Elanoides forficatus*) and Cooper's hawk (*Accipiter cooperii*).

H. Invasive/Exotic/Non-Native Species

Invasive/exotic species are those plants or animals which are not native to Florida, but were introduced as a result of human related activities. They have fewer natural enemies and may have a higher survival rate than do native species. They may also harbor diseases or parasites that significantly impact nonresistant native species. Thus, the policy is to remove exotic species.

Flagler County monitors the Lehigh Trail for exotic plants with particular emphasis on exotic pest plants that occur within the Graham Swamp Conservation Area including Caesar weed (*Urena lobata*), Chinese tallow tree (*Sapium sebiferum*) and Brazilian pepper (*Schinus terebinthifolius*). The eastern terminus of the Trail traverses a section of willow (*Salix* spp.); the exact reason for the dense stand is unknown. Willow is not invasive but rather successional aggressive.

Due to proximity of commercial and residential areas, occasional sightings of feral cats (*Felis domesticus*) or stray dogs have been observed. Wild hogs (*Sus scrofa*), whose foraging activities are ecologically destructive and incompatible with human activities, are known to occur in the Graham Swamp Conservation Area. Other exotic species known to exist in this area includes the nine-banded armadillos (*Dasypus novemcinctus*).

Exotic herpetofauna, believed to exist in the area, includes the brown anole (*Anolis sagrei*). Knowledge of the invertebrates, including insects, arachnids and arthropods is limited and no formal surveys have ever been undertaken.

I. Archaeological, Cultural and Historical Resources

Due to the former land use as a railroad, there is a low probability of significant, undisturbed sites being located within the property boundary. The Florida Division of Historical Resources (DHR) was contacted during development of this Plan. They reviewed the Florida Master Site File (FMSF) and provided a list and a map of recorded resources within and in the vicinity of the project boundary (Appendix F). The FMSF review disclosed that there are no previously recorded archaeological sites or standing structures. The paved Trail crosses one known resource group, which is Old Kings Road (FL00186). Old Kings Road is the oldest commercial road in Florida built by British Engineers around 1776.

J. Scenic Resources and Unique Natural Features

No coral reefs, natural springs, caverns, large sinkholes, virgin timber stands or natural rivers or streams are known to exist within the property boundary. The most scenic area of the Trail is approximately at the point where Lehigh Canal discharges its flow northerly into Graham Swamp. Here, the Trail exists along a high pine ridge and enters into a mixed hardwood forest. Graham Swamp is one of the last remaining major coastal hardwood swamp ecosystems in Florida and provides educational opportunities regarding the value of a unique coastal ecosystem in the midst of regional development pressures.

K. Outstanding Native Landscapes

No outstanding native landscapes containing relatively unaltered flora, fauna or geological conditions are known to exist within the property boundary. As previously described, the historic rail corridor enters the mixed hardwood forest of Graham Swamp.

III. USE OF THE PROPERTY AND PUBLIC INPUT

A. Past and Current Use of the Property

During the Florida building boom, Lehigh Portland Cement Company built a cement plant at Flagler Beach. Construction of the plant cost \$20 million, and opened for production in 1952. The Lehigh Railroad spur was built to transport the finished product to market and to bring supplies to the plant. One hundred and fifty railroad cars of cement left the plant each day at the height of production. The eastern terminus of the Trail begins in what was the switchyard for the cement plant. Historically, the switchyard was busy enough for the Florida East Coast Railroad to maintain a switch engine on the premises. Much of the plant still exists. A barge canal connects the plant to the



Intracoastal Waterway and was used to supply fuel oil to the plant. North of the plant was the quarry where coquina rock was mined. Coquina was dug from as deep as fifty feet and sand separated from the rock was used to fill the excavations. The coquina was ground with gypsum and additives and made into slurry. The slurry was then pumped into kilns and burned at 2,700 degrees. The material formed was carried to finish mills and ground into cement, which was stored in silos. Some of the cement was bagged on site and some was shipped in bulk form. The plant operated 24 hours a day for several years. Due to economics and labor disputes, the plant and railroad closed in 1965.

Though the project area was located on a railroad right-of-way, it was not officially owned or operated by the Florida East Coast Railway Company. When the plant closed, International Telephone & Telegraph Community Development Corporation (ITT CDC), the developer of Palm Coast, purchased the spur property. The old rail spur has many sidings, switches and multiple tracks where the Lehigh Portland Cement Company brought the gondola freight cars to its

cement plant on the east side of Colbert Lane. Near its eastern end, the old rail spur single line switched into five separate parallel trail tracks, establishing a broad base for which is now a parking area for Trail visitors. In 1995, Palm Coast Holdings Inc. purchased the corridor. This corporation agreed to the sale of the property to the State of Florida Department of Environmental Protection, Office of Greenways and Trails (OGT).

After the property was acquired, OGT provided Flagler County with \$50,000 as a “starter kit” for development of the property. The Florida Department of Transportation (FDOT) provided \$1,515,945 for the design and construction of the Trail. The construction of the Trail began in 2007. Today, the property is developed with a 12-foot-wide paved, non-motorized, multiple use trail for pedestrians and cyclists. There are road crossing improvements at Old Kings Road, Town Center Boulevard and Belle Terre Parkway. There is also a 1000-foot-long/10-foot-wide bridge, mile markers, five kiosks, rest benches, trash receptacle and doggie bag dispensers. On the eastern terminus of the Trail, at Colbert Lane, construction of a trailhead is underway. Funding for the Colbert Lane Trailhead is being provided by the FDOT. There are minimally improved trailheads at U.S. 1, Old Kings Road (OKR), at the intersection of the Trail and Royal Palms Parkway and both the eastern and western sides of Belle Terre Parkway.



The property is managed to provide public recreation and alternative transportation opportunities consistent with the protection of natural resources. Access for individuals with disabilities is an integral part of the Trail. The Trail offers recreational, non-motorized, alternative transportation benefits for area residents, as well as statewide, national and international opportunities for visitors. The Trail currently serves as a distinct and homogenous natural experience that traverses through suburban, a transitioning urban (Town Center) and a natural area (Graham Swamp), while retaining its distinct character as a natural oasis from the built environment.

B. Existing and Future Land Use Surrounding the Property

The use of the property is consistent with the City of Palm Coast 2020 Comprehensive Plan and the Flagler County Comprehensive Plan (Appendix H). Adjacent, existing and future land use along the Trail includes: Mixed Use, Residential, Institutional, DRI-Urban Core, Conservation and Agriculture/Timberlands (Map 4). A Florida Power substation is located on the adjacent property to the south of the Trail. Extending through urban and rural terrain, Trail visitors are provided with an opportunity to safely move between various land uses.

The Trail and future trail connections enhances aspects of the community by providing economic development and revitalization to small towns traversed by the project. OGT notes the importance of including bicycle/pedestrian/equestrian facilities within the design plans of future development and supports connectivity to the existing Trail. Specifically, dedicated shared use paths/trails provide the optimum setting for the safe and efficient use of non-motorized modes of transportation through master planned residential communities and

commercial centers. Trails are in high demand among homebuyers. Nationwide, proximity to trails is the number one amenity that prospective homebuyers seek in a community when buying a home (National Association of Homebuilders, 2008). Large scale development projects continue to represent one of the most promising opportunities for public/private partnerships aimed at furthering Florida's expansion of an interconnected statewide system of trails.

C. Use of the Property – Single Use/Recreation

The property is managed by Flagler County as a single use property to provide public recreation and alternative transportation opportunities consistent with the protection of natural resources. The existing and planned uses of the property are consistent with the purpose of the acquisition. Management may establish operating conditions needed for the safe operation of the facilities.

Additional uses of the property for mining, silviculture, range management or other consumptive purposes, where not prohibited by legal restrictions, are evaluated on a case by case basis for compatibility. Chapters 62S-3 and 18-2, F.A.C., prevent accepting revenue for use of properties except for campground and boat ramps. Management is not proposing either of these uses. Proposals for concessions will be employed on a case by case basis and have the potential to enhance the property. Management will use strategies to protect and enhance the natural communities and features. Complete restoration of the property to a more natural condition is not being proposed because of the width of the corridor and existing paved trail.



D. Impact Assessment of Planned Use of the Property

All future facilities (Map 1.4) will be designed and constructed using best management practices to avoid impacts to renewable or nonrenewable resources and to mitigate those which cannot be avoided. All federal, state and local permit and regulatory requirements are met by the final design of these projects. After construction, staff will monitor the facilities.

E. Public Involvement

Public involvement is critical to ensuring that residents embrace the Trail and that the Trail is an integral part of the communities it traverses. Conceptualization of the Trail began at a November 15, 1994 meeting of the Flagler County Bicycle/Pedestrian Program Advisory Committee. A Rails-to-Trails Advisory Committee was formed to provide public input on the Trail. Subsequent meetings, of both of these groups, were held from 1997 to 2002. Community involvement for the adoption of the original Management Plan began on November 15, 2001 with the Lehigh Rails to Trails Committee, which dissolved in May 2007. Since adoption of the original Plan, the Trail has gained in popularity with trail enthusiasts and is valued by its nearby communities and governmental entities. Flagler County maintains ongoing communications with all interested citizens, visitors and local, state and federal partners within the geographic area to facilitate the needs of trail users, partner agencies, governments, organized groups and citizens. On June 6, 2011, the Flagler County Board of County Commissioners passed a Resolution

establishing the Flagler County Lehigh Trail Management Plan Update Advisory Committee in accordance with Section 259.032(10)(b), F.S., individual management plans required by Chapter 253.034(5), F.S., for parcels over 160 acres, shall be developed with input from an advisory group.

Members of this advisory group shall include, at a minimum, representatives of the lead land managing agency, co-managing entities, local private property owners, the appropriate soil and water conservation district, a local conservation organization, and a local elected official. The advisory group shall conduct at least one public hearing within the county in which the parcel or project is located. For those parcels or projects that are within more than one county, at least one area-wide public hearing shall be acceptable and the lead managing agency shall invite a local elected official from each county. The area-wide public hearing shall be held in the county in which the core parcels are located. 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. 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.

Appendix I will provide a summary of issues and opportunities raised by the Management Plan Advisory Group and by the Public during the meetings, action taken by management, as well as a list of participants and advertisements of the meetings.

IV. MANAGEMENT ISSUES, GOALS AND OBJECTIVES

Central to the management of the Trail is the Flagler County Board of County Commissioners' belief in the importance of planning and developing programs to promote healthy communities. Also essential to the management is the mission of the Florida Department of Environmental Protection's Office of Greenways and Trails (OGT), which administers the land acquisition program through which the Trail was acquired. Management responsibilities are designated in the sublease between OGT and Flagler County. The desired outcome and overall goal of the management of the Trail is to provide access to a growing recreational trails network. The trails network serves to connect people and communities and to enhance economic development.

When Senate Bill 542 became law in 2008, its primary purpose was to standardize and quantify planning for conservation land management across all managing agencies to the greatest extent possible, thereby making efforts to measure performance and aggregate data far more efficient. Codified within Section 253.034(5), F.S., the new law requires all conservation land management plans to include eight common overarching goal categories, with each goal category being further segmented into a series of measureable/quantifiable objectives. An interagency working group developed a standard set of 32 objectives with broad applicability to most every management unit within the State's inventory of conservation lands. Objectives are typically identified as either short-term (two years) or long-term (ten years). Together, these common goals and "core" objectives are to be included in every management plan; even if particular goals/objectives are simply identified as "Not Applicable" for certain management units. Over the course of the ten-year planning horizon, objectives are accomplished through a series of customized activities also delineated in each management plan.

Some of the common goals and core objectives are not applicable to the Lehigh Greenway Rail-Trail, but all are addressed in this section. Management goals and objectives will be measured through a comparison of target values versus the actual accomplishments every two years in the Biennial Land Management Operational Report to the Land Management Uniform Accounting Council (LMUAC).

A. Goals, Objectives and Measures

Pursuant to Section 253.034(5)(b), F.S., each management plan shall describe both short term and long term management goals and include measurable objectives to achieve those goals. The goals and objectives are described below. Also included are specific activities necessary to accomplish each objective.

The statutory requirements of Section 253.034(5)(c) 4, F.S., calls for a summarization of the budget to be provided using the Goals, Objectives and Activities categories. The statutory requirement of Section 253.034(5)(c) 5, F.S., requires that a budget be provided based on the LMUAC categories for land management activities (Appendix J).

Habitat Restoration and Improvement

- ***Goal 1: Improve natural communities and natural habitat.***
 - Objective 1.1 (Core) – Prescribe burn 0 acres per year. [2012-2022]
(Not applicable to this property due to property configuration and significant urban/suburban interface with surrounding private lands.)
 - Objective 1.2 (Core) – Maintain 0 acres per year within the target fire return interval. [2011-2022] (Not applicable to this property due to property configuration and significant urban/suburban interface with surrounding private lands.)
 - Objective 1.3 – Conduct baseline study of property to determine acreage requiring habitat/natural community improvement or restoration. [2012]
 - Activity 1.3.1 – Delineate protection zones and target areas. [2012]
 - Objective 1.4 (Core) – Conduct habitat/natural community improvement on ____ acres (as determined by baseline study in Objective 1.3). [2011-2022]
 - Activity 1.4.1 – Remove overgrown understory vegetation and/or undesirable successional species where necessary. [2014-2021]
 - Activity 1.4.2 – Coordinate with adjacent landowners to enhance natural communities. [2012-2022]
 - Objective 1.5 (Core) – Conduct habitat/natural community restoration on ____ acres (as determined by baseline study in Objective 1.3). [2015-2022]
 - Activity 1.5.1 – Revegetate with native tree species and groundcover species. [2015-2022]
 - Activity 1.5.2 – Monitor the progress of restoration efforts to evaluate project success and determine additional management activities needed. [2016-2022]
 - Objective 1.6 (Core) – Conduct timber harvest for the purpose of habitat restoration on 15 acres. [2016-2018]
 - Activity 1.6.1 – Conduct selective thinning in accordance with recommendations from Division of Forestry or other appropriate entity. [2016-2018]
 - Activity 1.6.2 – Follow selective thinning with a second selective thinning of basal area to reduce the stand density. [2018-2022]

Public Access and Recreational Opportunities

- **Goal 2: Improve Public Access and Recreational Opportunities and improve marketing programs that promote the agency's mission, promote healthy lifestyles and increase their appreciation for Florida's natural and cultural resources.**

- Objective 2.1 (Core) –Maintain a Level of Service (LOS*) score of B or higher for the trail. [2011-2022] (Note: An LOS score of B or better for a 12-foot-wide paved trail is defined by Federal Highway Administration (FHWA) as no more than 164 trail users crossing a given point (travelling in one direction) during a given hour. Any usage rate above this figure is likely to increase conflicts between trail users during passings to such an extent as to degrade user enjoyment and safety. If such a threshold is reached, trail managers may need to consider widening the trail or segregating the various types of trail users, e.g. cyclists, inline skaters, pedestrians).

**Level-of-Service (LOS)* is a scoring system that ranks a given roadway's ability to handle current traffic volume (usage). If a roadway's current traffic volume exceeds its carrying capacity, traffic flow may be impeded and unsafe, and that roadway's LOS score will be low. Conversely, if a roadway's carrying capacity is greater than the roadway's current usage (thereby allowing traffic to flow freely and safely), then the LOS score for that roadway will be high. LOS scores are typically awarded on an ordinal "letter grade" scale of A through F, with A representing the highest/best LOS score possible.

In July 2006, the Federal Highway Administration (FHWA) released a report on how to calculate LOS for "shared use paths" (i.e. trails). The centerpiece of the report was a spreadsheet calculation tool that can determine the LOS for a given trail based on basic input data from the trail manager.

According to FHWA, a trail's carrying capacity (and thus LOS) is primarily a function of trail width and user type (e.g. cyclist, inline skater, pedestrian). Trail user conflicts typically occur during passing (opposite direction meetings and same direction overtakings) – situations largely influenced by trail width. Length is not a factor in determining trail carrying capacity.

Using the FHWA trail LOS calculation tool, a standard 12-foot-wide paved multiple use trail, with an hourly one-way trail user volume of 55-164, (passing a single, precise point on the trail) will receive an LOS score of B. User volume below 55 receives an LOS score of A, while user volume above 164 receives a C or lower.

The OGT defines trail carrying capacity as "the trail user volume which will allow a trail to retain an LOS score of B or better." Consequently, OGT considers all 12-foot-wide trails to have a one-way hourly carrying capacity of 164 (or a daily two-way carrying capacity of 3,936 [164 x 2 (two-way traffic) x 12 (daily number of hours of operation)]).

- Activity 2.1.1 – Establish visitation monitoring system. [2015]
- Activity 2.1.2 – Monitor visitation levels. [2016-2022]
- Activity 2.1.3 – Identify adjacent parcels for Trail expansion. [2012-2022]

- Objective 2.2 (Core) – Continue to provide five interpretive/education programs. [2012-2022] (Note: Interpretive/education efforts on this facility is fulfilled through trailhead/trailside signage and brochures.)
 - Activity 2.2.1 – Continue to provide updated and improved trail signage, maps, brochures and posted information at all kiosks. [2012-2022]
- Objective 2.3 (Core) – Develop eight new interpretive/education programs. [2012-2022] (Note: Interpretive/education efforts on this trail is fulfilled through trailhead/trailside signage and brochures. A new kiosk will be constructed if there is a request for a land exchange/surplus).
 - Activity 2.3.1 – Provide eight new kiosks/signs. [2012-2022]

Hydrological Preservation and Restoration

- **Goal 3: Protect water quality and quantity.**
 - Objective 3.1 (Core) – Conduct a site assessment to identify potential hydrology restoration needs. [2012-2014]
 - Objective 3.2 (Core) – Restore the natural hydrological condition and functions to _____ acres on site (as determined by the site assessment in Objective 3.1). [2012-2022]
 - Activity 3.2.1 – Cooperate with other agencies to monitor water quantity and quality. [2012-2022]
 - Activity 3.2.3 – Maintain culverts and bridges along the Trail. [2012-2022]

Sustainable Forest Management

- **Goal 4: Manage timber resources to reduce fire danger and improve habitat.**
 - Objective 4.1 (Core) – Prepare and implement a silviculture management plan including reforestation, thinning/harvesting, prescribed burning, restoration and timber stand improvement activities and goals. [2012-2014]
 - Objective 4.2 (Core) – Develop a Forest Inventory. [2012]
 - Activity 4.2.1 – Complete a GIS inventory every three to five years. [2015-2022]
 - Activity 4.2.2 – Maintain _____ acres of forest inventoried annually. [2012-2021] (Note: Over time, there will be an overall reduction of timber densities as restoration progresses to a more natural community.)

Exotic and Invasive Species Maintenance and Control

- **Goal 5: Control exotic and invasive plants and animals.**
 - Objective 5.1 – Conduct a baseline study to determine the presence, location and density of exotic and invasive plants. [2012-2014]
 - Objective 5.2 (Core) – Annually treat _____ acres of EPPC Category I and Category II invasive exotic plant species (as determined by the baseline study in Objective 5.1). [2012-2022]
 - Activity 5.2.1 – Maintain the annual number of acres treated per year. [2012-2022]
 - Objective 5.3 – Conduct a baseline study to determine the total number of individual exotic animal species. [2012]

- Objective 5.4 (Core) – Implement control measures on _____exotic and nuisance animal species. [2012-2022] (Note: As determined by the baseline study and reported sightings.)
 - Activity 5.4.1 – Maintain the annual number of exotic and nuisance animal species and control methods implemented. [2012-2022]

Capital Facilities and Infrastructure

- ***Goal 6: Maintain the property as a seamless, paved, multiple use trail corridor while protecting the resources.***
 - Objective 6.1 (Core) – Maintain five existing facilities, 0 miles of existing roads and 6.8 miles of existing paved trail on the property. [2012-2022] (Note: A trailhead with amenities such as bathrooms, parking area and kiosks will be treated as one facility. Several trailheads will be treated as several facilities.) [2012-2022]
 - Activity 6.1.1 – Monitor and maintain all facilities for visitor impacts (i.e., vandalism). [2012-2022]
 - Activity 6.1.2 – Monitor and maintain all facilities for environmental impacts (i.e., mowing and patching the Trail due to the impacts from age, tree roots and erosion). [2012-2022]
 - Objective 6.2 (Core) – Construct nine new facilities, 0 mile of new road, and 0 miles of new trail. [2012-2019]
 - Activity 6.2.1 – Construct the Colbert Lane Trailhead with a restroom. [underway] (Note: Land owned by the Water Management District.)
 - Activity 6.2.2 – Coordinate with the City of Palm Coast on their design and construction of a stabilized parking area/trailhead adjacent to Old Kings Road. [2012]
 - Activity 6.2.3 – Design and construct three non-motorized canoe/kayak launches. [2013, 2016, 2019]
 - Activity 6.2.4 - Plan and design a walkway and adjacent recreated section of historical railroad bed and track. [2012] (Note: To be constructed when funds are identified).
 - Activity 6.2.5 – Design and construct three fishing platforms/observation decks. [2017-2022] (Note: design and funding has not occurred).
 - Objective 6.3 (Core) – Improve or repair six existing facilities, 0 miles of existing roads and 0 miles of existing trail. [2012-2022]
 - Activity 6.3.1 – Improve the existing Trailhead at U.S. 1. [2013-2015] (Note: Improvements will include a restroom).
 - Activity 6.3.2– Coordinate with the City of Palm Coast on their improvements to the existing Trailhead at Belle Terre Parkway. [2012] (Note: This land is owned by the City).
 - Activity 6.3.3 – Design and construct four arched Trail entrances. [2013-2017]

Cultural and Historical Resources

- ***Goal 7: To document and maintain the cultural and historic resources on the property.***

- Objective 7.1 (Core) – Ensure all known sites are recorded with the Division of Historical Resources (DHR), Florida Master Site File (FMSF). There is one recorded site (FL00186). Should additional sites be found, they will be recorded. [2012-2022]
- Objective 7.2 (Core) – Ensure all sites are monitored and send updates to the FMSF as needed. There is one known site (FL00186). [2012-2022]
- Objective 7.3 (Core) – Ensure that all sites are in good condition. [2012-2022]
(Note: Describing the present condition, rather than comparing ideal condition; “good” describes a condition of structural stability, where no obvious deterioration other than normal has occurred; “fair” describes a discernible decline between inspections and is cause for concern; “poor” describes an unstable condition and suggests immediate action is needed.) The known site (FL00186) is a linear resource, Old Kings Road, which is paved at the point of the Trail crossing. (Note: The City of Palm Coast is requesting to exchange .171 acres of City land for .161 acres of the Trail to widen Old Kings Road from two lanes to four lanes, elaborated on in “Potential Surplus Lands”). If this portion of Trail is deemed surplus, recorded sites may be reduced to 0.

Imperiled Species

- ***Goal 8: Ensure that habitats for imperiled species are protected.***
 - Objective 8.1 (Core) – Develop a baseline imperiled species occurrence inventory list. [2012-2014]
 - Objective 8.2 (Core) – Develop monitoring protocols for _____ imperiled species. [2012-2014] (Note: A minimum of one monitoring protocol will be developed for each imperiled species listed.)
 - Activity 8.2.1 – Map occurrences of imperiled species. [2012, 2017]
 - Objective 8.3 (Core) – Implement monitoring protocols for _____ imperiled species (as determined by the baseline list in Objective 8.1). [2012-2022]

B. Management Authority

The Trail is managed by Flagler County via sublease #4321-01 (Appendix A). Flagler County is responsible for the operation and maintenance of the Trail. The County will work with OGT and other federal, state and local partners to assure that management of the Trail is in compliance with the approved Management Plan.

C. Defending Title

The sublease compels the County to defend the Trustees’ property against any potential liens or encumbrances. At the time of the acquisition, multiple encumbrances were known to the Trustees. None of these encumbrances, noted in the Deed (Appendix A), were deemed as an impediment to the establishment and use of the property as a recreational trail. Encumbrances since the acquisition have been reviewed by the FDEP’s Division of State Lands (DSL), the Acquisition and Restoration Council and approved by the Trustees.

Although the Trail boundary is identified through signage and protected from encroachment by use of vegetation and natural barriers, some neighbors have created minor, unauthorized trail connections, consisting of dirt paths from adjacent private lands to access the Trail. It is understandable that a Trail neighbor would want access from their yard rather than driving to a trailhead; however, management will conduct neighbor outreach and education to reduce

unauthorized use. If encroachment problems arise in the future, a letter will be sent to the violator to resolve the encroachment problem. If the encroachment problem is not resolved by the violator, the County Municipal Code Enforcement Board will be notified to initiate enforcement, which may include issuing fines to the violator.

Any future easement requests will be coordinated through DSL. Any application to use state land which would result in significant adverse impact to state land or associated resources shall not be approved unless the applicant demonstrates there is no other alternative and proposes compensation or mitigation acceptable to the Board of Trustees pursuant to paragraph 18-2.020, Florida Administrative Code (F.A.C.). Any requested use of state land which has been acquired for a specific purpose, such as conservation and recreation lands, shall be consistent with the original specified purpose for acquiring such land pursuant to paragraph 18-2.018(2)(c), F.A.C. Applicants applying for an easement across state land which is managed for the conservation and protection of natural resources, shall be required to provide net positive benefit as defined in subsection 18-2.017(38), F.A.C., if the proposed easement is approved. If granted, these easements will have conditions to protect the safety and quality of the Trail's recreational experience. Efforts to consolidate driveways and to minimize the number of crossings will be made wherever possible.

D. Role of the Office of Greenways and Trails (OGT)

OGT is Flagler County's liaison to the State. Management will provide OGT all proposed construction plans and all third party agreements for easements, concession agreements or other actions affecting land owned by the Trustees.

E. Development

As previously discussed, the paved 6.8-mile, 12-foot-wide Trail is fully developed and includes a 1000-foot-long, 10-foot-wide bridge that may be used by emergency vehicles. Management envisions additional improvements to the property. Future development may include maintenance/repair of the Trail and construction other trail amenities. Additional trail amenities could include, but are not limited to, bicycle racks, directional and interpretive signage (environmental and historical), concessions, restrooms, drinking water and picnic areas. With the intention of creating a homogenous experience, as well as branding identity for the Trail, management has pursued standardization of Trail amenities throughout the entire length of the Trail. The specifications for previously installed amenities (Appendix G) will be followed when replacing existing or installing new amenities.

On the eastern terminus of the Trail, at Colbert Lane, construction of trailhead improvements are underway. This Colbert Lane Trailhead is being developed on property owned by the St. Johns River Water Management District. The parking area is designed for 30 vehicles and will feature paved spaces and a public restroom served by City of Palm Coast water and sewer.

The City of Palm Coast is pursuing authorization for an additional improved parking area with possible recreation amenities on the property owned by Florida Power and Light, which is east of Belle Terre Parkway and south of the Trail's property boundary. Flagler County may pursue a similar authorization east of U.S. 1 and south of the Trail's property boundary. Management will coordinate with the City of Palm Coast on their design and construction of a stabilized parking area/trailhead adjacent to Old Kings Road.

Management plans to design and construct four arched trail entrances. Management will install a permanent sign at a major access point crediting OGT for acquiring the property utilizing Preservation 2000 funding. It is likely the County logo, other partner logos and the name of the property will be incorporated into this sign. Management plans to design and construct a walkway and recreated section of historical railroad bed and track. This will provide an opportunity to educate visitors about the historical importance of the railroad in the area. In addition to the recreated section of railroad, management will install educational kiosks.

As the areas the Trail traverses experience growth and development, additional safety measures could also be implemented. Safety enhancements could include, but are not limited to, vehicle barricades, vegetative buffers, signage and traffic control devices such as signalized or grade separated crossings.

Fishing and non-motorized boating in the canals is an authorized use. Management plans to design and construct four cantilevered fishing/observation platforms and three non-motorized canoe/kayak launches. Providing these developments will enhance safety of Trail users and of those using the waterways, as well as, protecting sensitive vegetation along the canal.

F. Potential Surplus Lands

The City of Palm Coast is requesting the exchange .171 acres of City land for .161 acres of the Trail to accommodate a road widening project. This request is based on the City's plans to widen Old Kings Road (OKR), a significant north-south arterial road, from two lanes to four lanes. The OKR construction project will occur with the concurrent widening of the Town Center Boulevard (TCB) extension. TCB is an east-west arterial road which will also be widened from two to four lanes. The planned intersection of OKR and TCB extension road is within close physical proximity of the current intersection of OKR and TCB. Due to the close proximity of these intersections along OKR, the City reasons that it is appropriate to realign TCB slightly to the south as it approaches OKR so that both TCB and the TCB extension intersect OKR at one four-way intersection. Creating one four-way intersection will avoid an undesirable roadway design where two three-way intersections are within only a couple hundred feet of one another along OKR.

Because the Trail runs parallel and adjacent to TCB along TCB's southern side, it is impossible to realign TCB to the south without impacting the Trail. The City proposes the land exchange in order to allow for shifting both the Trail and TCB slightly to the south as it approaches OKR from the west. As stated above, this will allow for TCB and the TCB extension to meet at OKR directly opposite from one another, thus creating one four-way intersection. East of OKR, the Trail runs parallel to the planned TCB extension road on the north side of the road. This means that the shifting of TCB to the south will cause the Trail segments east and west of OKR to be misaligned. Consequently, Trail users will need to cross both OKR and the TCB extension road when transitioning from the Trail segment west of OKR to the Trail segment east of OKR.

City staff stated that they did not anticipate the current TCB realignment during the initial considerations of the Trail crossings and alignment. However, as development has progressed in this area, the City realized that safety issues would arise for both vehicular traffic and Trail users should TCB and TCB extension road intersect with OKR at two three-way intersections within close proximity to one another and with the Trail crossing positioned between them. Therefore, as a Development Order condition, the property owner of a proposed development to the southeast of the subject exchange was required to realign the road and provide for the protection of the Trail. Realignment will substantially improve the safety of the proposed

intersection and protect the integrity of the Trail for the future. According to the City, the decision to realign TCB is not only crucial to ensure the safety of pedestrians using the Trail, but it ensures a smooth uninterrupted flow of traffic, minimizing accidents.

Flagler County provided a letter of no objection to the City of Palm Coast's (City) proposal. On July 29, 2009, an Exchange Agreement was executed (valid through May 26, 2010) for 0.161 acres of state-owned land for 0.171 acres of land owned by the City. The Exchange Agreement was extended for one year (valid through May 27, 2011). Due to uncertainty with the development of the Development of Regional Impact (DRI), on March 8, 2011 the City requested a two-year extension for the Exchange Agreement. On May 13, 2011, OGT responded that the best course of action is to allow the current Exchange Agreement to expire. The City may then apply for an easement when the construction timeline becomes clear. The Florida Department of Environmental Protection (FDEP) intends to approve easement. The City subsequently concurs with FDEP recommendation. FDEP's Bureau of Public Land Administration (BPLA) indicated that they will close their file for this Exchange Agreement.

G. Prospective Land Acquisitions

In addition to the land exchange discussed above, Flagler County would like to pursue the acquisition of property owned by Florida Power and Light, for the development of a trailhead with amenities. This parcel is east of U.S. 1 and south of the Trail's property boundary. Acquisition of these parcels would further the management Goals and Objectives of the Trail.

H. Partnerships and Regional Coordination

As outlined in Section I, the Trail is regionally significant. The County is coordinating with multiple partners to facilitate a connected system of greenways and trails. Other agencies, such as the Florida Fish and Wildlife Conservation Commission, St. Johns River Water Management District, the Florida Division of Forestry and Florida State Parks have assisted with enforcement of trespassing and issues, and have expressed a willingness to assist with random patrols. The State of Florida's participation and contribution provides for ongoing opportunities and open dialogue to improve recreation and conservation. An essential part of comprehensive planning is integrating common mission objectives where appropriate.

I. Compliance with State and Local Government Requirements

This Plan is submitted for review to the Florida Board of Trustees of the Internal Improvement Trust Fund (Trustees) through the FDEP, Division of State Lands (DSL). It is intended to comply with terms of Sublease #4631-01 (Appendix A) between Flagler County and the FDEP's Office of Greenways and Trails, Chapters 253, 259 and 260, F.S., and Chapters 62S-1, 18-2 and 18-23, F.A.C. The format and content of this Plan are in accordance with the Acquisition and Restoration Council (ARC) recommendations for management plans and the model plans provided by the staff of DSL. Furthermore, each planned use of the Trail will comply with the State Lands Management Plan, Guidelines and Activities. Flagler County will consider the findings and recommendations of the Land Management review team when updating this Plan. As mandated by Section 259.032(11)(d), F.S., the managing agency will use the proceeds of any timber sales to pay for management activities. Pursuant to Chapter 267, F.S., ground disturbing activities will be coordinated with the Division of Historic Resources (DHR). Gopher tortoises are a threatened wildlife species and are protected by state law, Chapter 68A-27, F.A.C. Gopher tortoises will be relocated before any land clearing or development takes place and all permit requirements will be satisfied. As mandated by Section 259.037, F.S., the Trail is included in the

Annual Report to the Land Management Uniform Accounting Council (LMUAC). The State Comprehensive Outdoor Recreation Plan (SCORP) guides the development of a diverse, balanced, statewide outdoor recreation system toward meeting current and future needs. It provides the framework for a statewide comprehensive outdoor recreation planning and implementation process. Trails and greenways are fundamental components of Florida's outdoor recreation and transportation systems. This Plan complies with SCORP by providing "resource based" outdoor recreation and by enhancing an environmentally degraded area to a more functional condition, through exotic species control and maintenance.

There are no legislative or executive directives that constrain the use of the property. All development and resource alteration encompassed in this Plan are subject to the granting of appropriate permits, easements, licenses and other required legal instruments. Approval of this Plan does not constitute an exemption from complying with the rules and regulations of the appropriate local, state or federal agencies. Flagler County will continue to work with OGT and other federal, state and local partners to assure that management activities are in compliance with this document and applicable laws.

There is a special warranty deed issued to Palm Coast Holdings stating the land use of the property will be governed by the Palm Coast Comprehensive Land Use Plan. This Plan is in compliance and consistent with the goals and policies of Flagler County's Comprehensive Plan (Appendix H) and the Palm Coast 2020 Comprehensive Plan. Flagler County supports the implementation of seamless and safe multimodal facilities and services in the transportation network by coordinating across agencies and integrating planned transit, pedestrian and bicycle facilities with roadway widening projects, intersection improvements and resurfacing projects. Multimodal facilities and services will improve transportation choices, provide for underserved populations, reduce congestion and reduce per capita greenhouse gas emissions. Facilities may include marked crosswalks, intersection improvements to enhance pedestrian safety, wider sidewalks, multiple use trails, bicycle lanes and secure bicycle parking. The community (of Palm Coast) also identified cultural arts, community appearance at gateways and along major corridors, the preservation of open space and the linkage of community areas and destinations with a greenway and trail system, as community priorities to preserve the visual character and natural resources of the City.

Chapter Two of the 2020 Comprehensive Plan includes the Transportation Element which sets the policy direction by establishing standards and thresholds regarding levels of service, transportation concurrency, street classification, future street improvements, access management, interconnectivity, street maintenance and safety. The Transportation Element also includes provisions designed to ensure that an adequate transportation system of streets, sidewalks and bicycle paths will be provided throughout the planning period to help reduce dependence on automobile transportation. Other planning tools are recommended such as a dynamic traffic model, transportation projects in the Five Year Capital Improvement Plan, a Long Range Transportation Plan and traffic and corridor studies, along with intergovernmental coordination to maximize transportation planning and minimize costs. Among the most important needs identified for the future are the provision of additional east-west connections, identification of rights-of-way needed to accomplish transportation system expansion and the requirements for bicycle lanes and sidewalks or pedestrian paths to develop multimodal system that offers mobility choices.

Flagler County's Recreation and Open Space Element states that open space is another key component of a community's recreation system. Open space is undeveloped land that is used for passive recreation and/or conservation uses. There are three classifications for open space: 1) utilitarian open space, 2) environmentally sensitive open space, 3) greenways/corridors. Utilitarian open space provides resource based and user oriented recreation. Federal, state and regional parks, forests, historic sites, beaches and all areas that protect the site's natural resources or aesthetic beauty are considered utilitarian open space. Environmentally sensitive open space is defined as lands not suitable for development due to their ecological value. They are limited to recreational activities that will preserve the land. Included in this classification are wetlands with high functional value, lakes, creeks, floodplains and prime water recharge areas. Greenways are defined as linear open spaces located along a natural corridor, which can be anything from a riverfront to a scenic road. Greenways are used to connect open spaces, conservation areas and parks. Trails are described as linear corridors, including any adjacent support parcels on land or water providing public access for recreation or authorized alternative modes of transportation.

Greenways and trails have many benefits and are extremely popular across the nation and in Florida. Greenways provide connectivity and aide in environmental protection. Studies show benefits include increased property values for adjacent properties, protection of ecological corridors to help support wildlife and protect watersheds, enhanced quality of life through increased alternative transportation opportunities, increased access to cultural and historical resources and increased public health benefits through recreational use. By linking the County's system of parks and natural resources, the effectiveness of the park system is increased and quality of life is improved for all residents.

Chapter Four of the 2020 Comprehensive Plan includes the Public Recreation and Open Space Element Goals, Objectives and Policies which call for active and passive parks, recreation and open space opportunities for all residents and visitors to maintain a healthy populace in a balanced community that addresses physical and social needs. The provision of art, culture and educational opportunities are addressed as part of the public recreation system to satisfy the creative and intellectual needs of all. The interconnectivity theme, addressed in Chapter Two, is continued in Chapter Four. The theme addresses the linkage of residential, institutional and nonresidential land uses and venues with greenways and trails throughout the City and with other similar facilities adjacent to the City. Proposed short-, mid- and long-range recreation improvements have been incorporated into the City's Five Year Capital Improvement Plan.

J. Resource Management and Protection

Soil Management

A Phase I and limited Phase II Environmental Site Assessment of the corridor revealed potential arsenic contamination at a few locations along the abandoned railroad bed. The small quantities found are most likely the result of the deterioration of the creosote treated crossties. The crossties were handled in an approved manner and the source of contamination was removed or safely contained on site. The due diligence process to address the contamination within the existing section included encapsulating the soils with the 12-foot-wide paved trail. This "cap" reduces the possibility of any remaining arsenic becoming airborne or leaching away into groundwater. The paved Trail itself provides a barrier to any contact between humans and the remaining arsenic.

Management activities follow generally accepted best management practices to prevent soil erosion and to conserve soil and water resources on site. Prior to future construction projects, erosion and sedimentation control features will be installed to prevent sediments from exiting the project limits. These measures will include, but are not limited to, silt fences and/or hay bales along all unaffected areas. The controls will be monitored and remain in place until permanent vegetative cover is established.

Hydrology/Water Management

Water management is overseen by the St. Johns River Water Management District. Future construction projects will meet all federal, state and local permit and regulatory requirements. Along the entire length of the Trail, ditches divert surface water, primarily rainfall, towards canals. To avoid disturbances to the wetlands, the Trail is located on the railroad berm. On the eastern portion of the Trail, near Graham Swamp, a 1,000-foot bridge was installed where the railroad berm crosses these water features to avoid hydrological impacts to the swamp ecosystem. Management will continue to work with partners to conserve the waters of the Upper St. Johns River Basin.

Natural Communities Management

The natural communities along the corridor include pinewood, hardwood hammock and forest, hardwood swamp and mixed hardwood/pine forest. As the area is allowed to reseed, other hardwoods are expected to expand. Due to the impacts of the railroad, any natural communities within the Trail boundary are limited and ecological restoration of natural communities is not a key management priority. Although the configuration of the property does not lend itself to prescribed burning, all management will be conducted to preserve and protect the natural and nonrenewable resources on the property. The selective thinning of the 15-acre planted pine will likely benefit the Florida scrub-jay population. Partnerships exist for community organizations to plant and maintain native plants/trees along the corridor. Improvement of the natural areas on this property will be achieved through elimination and long term minimization of exotic vegetation and detrimental activities occurring along the corridor such as motorized vehicle use and dumping. Educational opportunities, regarding the value of a unique coastal ecosystem in the midst of regional development pressures, also exist.

Forest Resources Management

Overall, the property does not lend itself to timber harvesting. However, management is planning to harvest approximately 15 acres of timber (Map 2) for the purpose of decreasing the risk of wildfire and for habitat restoration. This selective thinning of the planted pine community will occur to improve ecosystem health and reduce potential fire fuel load.

Fire Management

Due to the linear configuration of the corridor and paved trail along the centerline, Flagler County is not implementing a prescribed burn program. As previously mentioned, management is planning to harvest timber to reduce the chance of wildfire. Flagler County does not have fire suppression equipment on this property. The local Municipal Fire Department will handle fire suppression. All calls for emergency assistance are routed through the County 911 system. The 911 operator will decide the best resource to call upon for a given emergency. If there is a fire, staff will clear visitors from the area.

Mineral Resources Management

There are no known minerals of commercial importance within the property boundary.

Native Species Management

In many cases, these native species will benefit most from proper management of their natural communities. To the extent possible, habitat requirements will be maintained and managed to ensure that native species survive and are sustainable. Native species will benefit from the selective thinning of the 15 acres of planted pine. If trees and shrubs are planted for shading, screening or beautification purposes, non-invasive or native species will be planted.

Disturbance to wildlife is an unavoidable consequence of any public use program, regardless of the activity involved. Visitor education will result in minimal disturbance to wildlife and increased understanding and appreciation of the species. Management is not aware of any past, present, or future planned public use that would result in a significant negative impact to native or listed species.

Listed Species Management

Due to the linear configuration and historical use of the corridor, many of the natural communities and land management measures such as prescribed burning are difficult to implement to properly benefit species. The portion of the property that traverses the Graham Swamp Conservation Area, which is noted by FFWCC as Strategic Habitat Conservation Area, is better situated to deliver conservation to achieve specific biological outcomes. In this area, cooperatives provide the ability to achieve resource management decisions and address habitat fragmentation, genetic isolation, spread of invasive species and water scarcity.

To the extent possible, habitat requirements for native species will be maintained and managed to ensure that native species survive and are sustainable; this linear corridor can facilitate ecological connectivity to larger tracts of land, providing connectivity for a larger breeding population to remain viable. Flagler County works with land management partners to help improve the status of species that are listed as Endangered or Threatened. Listed plant and wildlife species will be protected during any future development plans.

As previously discussed, gopher tortoises, protected by state law, have been seen on the property. Gopher tortoises will be relocated before any land clearing or development takes place and all permit requirements will be satisfied. Due to the trail alignment on the historic railroad berm, the property does not lend itself to being a recipient location/mitigation area.

Further plant and animal studies may be conducted along the Trail to verify the presence of additional designated species. Volunteer opportunities exist for studies including monitoring population trends, mapping and documentation of designated species. Any newly identified listed species found will be reported to partnering agencies, such as FNAI and FFWCC. Educational opportunities exist to inform visitors about listed species.

Invasive/Exotic/Non-Native Species Management

If Flagler County identifies exotic plants along the Trail an appropriate solution will be administered. Overall, land adjacent to the Graham Swamp Conservation Area is the top priority for controlling and the successful elimination of invasive/exotic/non-native animal and plant species. According to the Florida Exotic Pest Plant Council, Category I plants (those that are altering and displacing native plant communities) will require constant vigilance to prevent their spreading to other areas of the trail corridor. Improvement of the natural areas along the Trail will be achieved through elimination and long term minimization of exotic vegetation. Controlling exotics before maturation and fruit/seed development is critical. Invasive plants

commonly spread along the corridor are removed through both mechanical and chemical means to prevent further disbursement. Herbicide treatments and hand planting are employed to control and eradicate the invasive/exotic species. Where possible, volunteers trained in exotic identification and removal will be enlisted to help control the spread of invasive species. Any replacement plantings will consist of species that are native to the area. Successful elimination of exotic plant species within the trail corridor will partly depend upon control of exotic plants on adjacent lands. Partnerships with adjacent private and public landowners should be pursued, particularly in the case of highly invasive plant species. Long-term herbicide use for exotic plant control could result in a slight decrease in water quality in areas prone to exotic plant infestation. However, it is beneficial because of the reduction and elimination of invasive and exotic plant infestations. The proposed exotic plant control activities are not expected to have significant adverse cumulative impacts. These activities could involve mechanical removal, application of approved herbicides, and release of biological control agents and/or a combination of the above mechanisms. Herbicides used for exotic plant control target specific plants or infestations, are approved for use in natural areas to control exotic plants, and generally do not have long-lasting residual effects to the environment as their chemical nature provides for relatively quick breakdown upon application. Further, use of herbicides is inherently limited based on label rates and approved application practices on natural areas in the State of Florida.

Flagler County maintains a special use authorization with a wildlife professional for the removal of feral hogs from the adjacent Graham Swamp Conservation Area. Management also works with law enforcement and local authorities to assist in the removal of feral animals. The active management to control invasive species, to a greater extent than at present, will benefit rare, threatened and endangered species.

Archaeological, Historical and Cultural Resource Management

The management of cultural resources is often complicated because these resources are irreplaceable and extremely vulnerable to disturbances. As part of responsible management required by state and federal laws, land managers and those involved in the decision making process should be aware of the types of archaeological, cultural and historical resources in their stewardship and should be knowledgeable of the best management practices for these sites. The advice of historical and archaeological experts is required in this effort. Approval from the Florida Department of State, DHR must be obtained before taking any actions, such as development or site improvements, that could affect or disturb the cultural resources on state lands. Actions that require permits or approval from DHR include development, site excavations or surveys, disturbances of sites or structures, disturbances of the substrate and any other actions that may affect the integrity of cultural resources. Pursuant to Chapter 267, F.S., ground disturbing activities will be coordinated with DHR. Management will follow the "Management Procedures for Archaeological and Historical Sites and Properties on State Owned or Controlled Lands" and adhere to the "Guidelines for Ground Disturbing Activities" (Appendix F). No extensive survey efforts are planned. If any archaeological or historic sites are identified, the resource shall be assessed in consultation with DHR. The determination of whether future improvements, which would be located at previously disturbed areas, have the potential to affect cultural resources is an ongoing process that would occur during the planning stages of every project. The policy is to preserve cultural, historical, and archaeological resources and avoid any adverse effects wherever possible or mitigate unavoidable impacts.

As previously described, the only known resource is FL00186/Old Kings Road (OKR), which is paved at the point of the Trail crossing. The City of Palm Coast is widening OKR to four lanes, along with the constructing the Town Center Boulevard Extension. The Florida Department of Transportation states that the 2008 traffic count for OKR is approximately 5,600 vehicles per day and is projected to be 18,000 by year 2015. As previously described, the FDEP's Division of State Lands and the Acquisition and Restoration Council (ARC) have reviewed a surplus request from the City of Palm Coast for a portion of the Trail as it crosses this resource.

Scenic Resources Management

The preservation of the scenic resources are one of the reasons people revisit the Trail. The preservation of the resources will be ensured.

K. Arthropod Plan/Mosquito Control

Mosquito control is regulated by Federal, State and Local laws. These laws determine exactly when and how mosquito populations are controlled.

The East Flagler Mosquito Control Service District (District) was created by the Flagler County Board of Commissioners in July 1952. To accomplish the suppression of mosquito species that may cause illness or significant discomfort, they identify important species and link their numbers to an abundance threshold. Specific mosquito species are now targeted rather than mosquitoes in general. Wetland mosquito projects are more sophisticated, more specific, and receive significant review from regulatory agencies. Control products are short lived, easily degraded; a few are mosquito specific. Nuisance populations below the threshold are tolerated. These thresholds may not apply when mosquito-linked illnesses are circulating and the vector of that illness is present. The District utilizes spraying trucks and flyover spraying. The Trail is within multiple truck zones and spraying is conducted on a rotating basis. Whether it is aerial or ground applications, spraying may be postponed because of relatively high winds or precipitation.

Surveillance

Mosquito control begins with daily population tracking. Trapping, biting counts and service requests all provide information upon which control decisions are based. Surveillance provides important data regarding species composition, abundance, gauges control efforts and provides a historical perspective. Surveillance initiates the control decision, but considerations such as weather, public exposure, environmental sensitivity and timing determine whether or not controls are applied.

Controlling biting mosquitoes (Adulticiding)

This control method is undertaken as a final recourse. The goal is a reduction in mosquito abundance. Atomized insecticides are released in residential areas to provide temporary relief. Most products are synthetic pyrethroids or organophosphates, with short residuals. All are approved for mosquito control by the Environmental Protection Agency and the Florida Department of Agriculture and Consumer Services.

Controlling immature mosquitoes (Larviciding)

This form of control targets immature mosquitoes developing in their aquatic nursery. The advantage is the elimination of entire "broods" and adults never emerge. Control products include a bacterium, *Bacillus thuringiensis* var *israelensis*, (Bti) and growth regulators that arrest normal mosquito development. As a group, the larvicides tend to be more mosquito specific.

Source reduction

This form of control modifies aquatic mosquito nursery sites making them unsuitable for mosquito development. Source reduction tasks range from the disposal of waste products which hold water (tires, containers) to the development of mosquito management plans that address wetlands, both natural and created.

Mosquito related illnesses

The district monitors the circulation of mosquito related illnesses using sentinel birds. Particular attention is paid to Eastern Equine Encephalitis (EEE), St. Louis Encephalitis (SLE) and West Nile Virus (WNV).

License requirements

In accordance with Chapter 5E-13.040, F.A.C., all persons who apply or supervise the application of a pesticide intended to control arthropods on the property, other than personal residential or agricultural property, must be licensed to do so or work under the supervision of a licensed applicator. The license is issued by the Mosquito Control Section in the Bureau of Entomology and Pest Control (BEPC).

L. Management Priorities

Management Activities

Management activities include: ensuring the safety of all patrons; ensuring the protection of the resources and the environment; providing equal access for patrons; ensuring the character of the resource is maintained; providing a clean enjoyable experience; providing maps and brochures; strengthening partnerships and working to extend the greenways and trails system.

Operational Activities

Flagler County works to ensure compliance with this Plan; volunteers and inmate labor may assist in general maintenance. Current maintenance includes mowing and removal of litter. The Trail is open to the public everyday from dawn until dusk. The hours of operation may be adjusted, as needed, to accommodate safety and management needs.

Operating Funds

Operating Funds for the Trail come from the General Revenue Fund each fiscal year.

Safety/Security Management

Throughout the country, well maintained properties with high use, statistically leads to fewer security issues. Flagler County maintains a presence on the Trail and works with local and state law enforcement to provide safety and security. The County shall identify potential hazards to public health within the project area, and will take appropriate measures to minimize risk to the public. Educational training opportunities for staff will enhance staff safety when conducting daily activities. Future development may provide a secured location for equipment storage and maintenance facilities.

Potential to Contract with Private Vendors

Public/private partnerships are natural in trail development. Private individuals and companies have an opportunity to capitalize on the visitors that use the Trail and the provision of goods and services is only limited by the creativity and drive of local business owners. The County will seek ways to contract with private vendors to provide services that are better handled in a market economy; however, these services would never be allowed to weaken safety

considerations. Pursuant to paragraph 18-2.018(2)(i), F.A.C., equitable compensation shall be required when the use of uplands will generate income or revenue for a private user. Contractual opportunities exist for activities including trash removal, site clean-up, facilities maintenance and exotic species control.

Citizen Support Organization

The Trail does not have a site specific Citizen Support Organization (CSO). Should the opportunity arise, a CSO may be incorporated as a not-for-profit entity to support the Trail. Pursuant to Section 258.015, F.S., CSOs are authorized to raise funds, seek and receive grants, accept gifts, bequests of money and tangible or real property on behalf of the public land that they represent. Should fund raising in the form of charitable raffles occur, the raffles will be regulated by Section 849.0935, F.S.

In addition to monetary support, CSOs assist by increasing community awareness and involvement in the land and its programs. Pursuant to Section 20.2551(4), F.S., "all records of the citizen support organization constitute public records for the purposes of chapter 119, F.S." Accordingly, the Trail manager should attend CSO meetings. If the manager is unable to attend, another staff member may represent the Trail at the meetings. From time to time, other staff may be asked by the Manager to assist with CSO projects, such as coordinating or organizing a specific event. Staff may not serve as director on a CSO board. It is important to note that although staff cannot serve as a CSO board member or officer, he or she may become a member of the CSO. Family members and relatives of a staff person may serve on a CSO board as a member or an officer.

State Designation

The Trail is not currently designated through the Florida Greenways and Trails Designation Program. Management will pursue State Designation.

National Designation

The Trail is not designated through the National Recreation Trails (NRT) program. Management may pursue National Designation.

M. Public Access and Use

The Trail provides many opportunities for visitors to recreate and learn through Florida's outdoor environment. The recreational opportunities provide for the greater public good since the uses minimally impact the environment (the paved trail is located on the existing spoils created by the cleared and filled railroad berm). The Trail provides healthy outdoor activities for individuals, groups and families. The Trail is open to the public from dawn to dusk, year round, seven days a week. The core hours may be adjusted, as needed, to accommodate for safety and management needs.

Access/Parking

Due to the linear configuration of the property, there are many access points from neighborhoods and the towns near the corridor.

There are minimally improved trailheads (Map 1.3) at U.S. 1, at the intersection of the Trail and Royal Palms Parkway and at Belle Terre Parkway. Access is also provided at OKR. On the eastern terminus of the Trail, at Colbert Lane, construction of trailhead improvements are underway. This Colbert Lane Trailhead is being developed on property owned by the St. Johns River Water

Management District. The parking area is designed for 30 vehicles and will feature paved spaces and a public restroom served by City of Palm Coast water and sewer.

Transportation Alternatives

An overall goal of the Trail is to expand healthy, non-motorized, transportation alternatives while connecting people and communities to enhance economic development. The Trail provides residents and visitors with alternatives to using the traditional road network for their active transportation needs. Offering commuters viable, multimodal alternatives to highway travel is vital to reducing traffic. Trail users must be mindful of road crossings and obey posted signage.

Walking/Hiking/Jogging

Walking and hiking are a prevalent use of the Trail, especially in the urbanized areas. Seniors and parents with small children are especially attracted to the Trail for daily walking exercise and social encounters. Joggers may prefer the asphalt surface to concrete sidewalks due to its consistency and slightly more giving surface.

Bicycling

There are two major groups of bicyclists, weekend riders and long distance riders. Bicyclists seeking recreation and daily exercise are able to use the smooth, paved surface. Long distance bicyclists have the opportunity to cycle on the developing regional network of trails. Cyclists should always use caution, as users have various skills. Pursuant to Section 316.2065, F.S., helmets are required for cyclists under the age of 16, including children who are riding in a trailer or semi-trailer attached to a bicycle; all other users are encouraged to wear helmets. Cyclists and inline skaters yield to other users.

Skating

The property provides a 12-foot-wide, smooth, continuous surface that is utilized for inline skating. The International Inline Skating Association is in favor of mandatory helmet laws for inline skaters under the age of 18.

Equestrian Use

The Trail does not have equestrian facilities.

Camping

The property does not include camping and campfires.

Boating/Paddling

Non-motorized boats are allowed in the adjacent Lehigh Canal. There are not currently any boat launches on the property. During this 10-year planning horizon, management plans to construct three, non-motorized boat launches.

Fishing

Fishing is allowed from non-motorized boats in the adjacent Lehigh Canal. Management plans to construct cantilevered fishing platforms.

Hunting

Hunting is strictly prohibited within the property boundary. Chapter 68A-4.007, F.A.C., excludes recreation areas from territory open for hunting and Chapter 68A-4.008, F.A.C., makes it unlawful to take wildlife on, upon or from any federal, state or county road right-of-way. Public

education on hunting seasons, safety precautions and adjacent land uses is an ongoing part of management outreach to the public.

Picnicking

Benches exist along the Trail. Future improvements to Trailhead may include picnic pavilions.

Interpretive Opportunities

Kiosks include interpretive components; interpretive components serve to educate and instill an appreciation for the history of the area and the natural environment. Additional interpretive components are dependent on accurate research, volunteer support and funding. With the intention of creating a homogenous experience, as well as branding identity for the Trail, Flagler County has pursued standardization of Trail amenities. The specifications, including those for kiosks, are provided in Appendix G. Potential amenity locations are identified on Map 1.4.

Geocaches

Geocaching is an outdoor activity in which the participants use a Global Positioning System (GPS) receiver to hide and seek locations. A geocacher can place a geocache, pinpoint its location using GPS technology and then share the geocaches existence and location online. Anyone with a GPS unit can then hunt the geocache. Geocaching can be enjoyed by an individual, a family or a group. Geocaching has been viewed as a means of promoting tourism and a way to promote resources.

Geocaching is growing in popularity in Flagler County and both the County and City of Palm Coast support geocaching on public lands. The locations of caches can be found on many internet sites such as geocaching.com.

Flagler County has the authority to approve, decline or place restrictions on caches. Placement of the cache will be reviewed on a case-by-case basis. Management will encourage the use of Tread Lightly!, Inc.'s website, at www.treadlightly.org, which includes "Tips for Responsible Geocaching." While seeking geocaches, people will be encouraged to collect and properly dispose of litter. Should an entity or individual decide to hold a geocaching event, it will be considered a Special Event and special event guidelines should be followed.

The following are general guidelines for requesting placement of a geocache:

- The cache should be placed in close proximity to an existing trail/trailhead;
- The party responsible for the cache (owner) should live in the vicinity of the cache, to facilitate frequent maintenance. It is an owner's responsibility to maintain the cache;
- Avoid sensitive areas, such as archaeological and ecological resources, wetlands, steep slopes, etc.;
- The cache must be placed above ground. Digging or ground disturbing activities is not allowed;
- The cache owner will be encouraged to list the cache on the Official Global GPS Cache Hunt Site, www.Geocache.com.

Visitor/Educational/Cultural Centers

Except in the form of kiosks, Interpretive/Educational programs are not offered on the property. Management will work with local experts to enhance educational opportunities, such as kiosks that instill in visitors an understanding and appreciation for Florida's natural and cultural resources and their proper care and use. Flagler County may work with the Legacy Environmental Education Program, a program established by Flagler County and the Flagler County School Board, to develop educational programs.

Pet Policies

Pets are allowed, but must be kept on a maximum six-foot leash. Owners must pick up excrement and dispose of it in proper waste facilities. Kiosks educate the public about pet policies. Domestic animals that are noisy, vicious, dangerous, disturbing or act threatening to persons or other animals are considered nuisances and will not be permitted.

Managing Multiple Uses

Signage such as stop signs, speed limits and rules exist along the Trail. All signs and traffic control devices are consistent with federal, state and/or local regulations. Safe and courteous multiple use recreation can be accomplished through education and positive staff presence.

Special Events

Flagler County may implement special event guidelines for individuals or organizations planning events on county managed properties. Staff work with event coordinators to ensure the goals and objectives of the event are compatible with the designated use of the Trail and that security and safety requirements are being met. The public events include bicycle rides, runs or walks and may be part of a community festival.

Emergency Operations

In the event of a disaster, management shall clear the Trail of visitors. Staff will post closures. After completion of visitor's evacuation, personnel shall take appropriate action to ensure the protection of government property. All equipment and vehicles not removed from the Trail should be locked and secured. All calls for emergency assistance are routed through the County 911 system. The 911 operator will decide the best resource to call upon for a given emergency.

N. Accomplishments from Implementation

Florida's residents, visitors and wildlife have been given the gift of open space through programs such as Florida's premier land conservation program, Florida Forever. The acquisitions are helping to preserve Florida's culture, history, water supplies, wildlife habitat and environmentally sensitive lands while promoting tourism. Accomplishments since the property was acquired and the adoption of the initial management plan are numerous. Today, approximately 6.8-miles of paved multiple use trail are available to the public. Mile markers are located along the Trail as are rest benches. Improvements to the Colbert Lane Trailhead are underway and management is working to identify funding to improve the additional trailheads. Flagler County has worked with many partners to expand and inform the public of the regional opportunities. Today, the Trail enhances aspects of the community. The Trail connects communities and implements the vision of statewide connected system of trails. The Trail provides for safe and efficient use of non-motorized modes of transportation choices, as well as outstanding eco- and heritage tourism opportunities for residents and visitors. These accomplishments played a role in Florida's having received American Trails' inaugural award of "Best Trails State" in the nation.

O. Land Management Review

An interagency State Land Management Review Team (LMR) has not toured the property or conducted a Land Management Review. OGT will consider the findings and recommendations of the land management review team in finalizing the next required 10-year update to the Lehigh Greenway Rail-Trail Management Plan.

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Map 1.1 – 1.6

**Map 1.1 – Lehigh Greenway Rail-Trail Subleased to
Flagler County**

Map 1.2 – Public Lands and Trail Connections

Map 1.3 – Existing Facilities

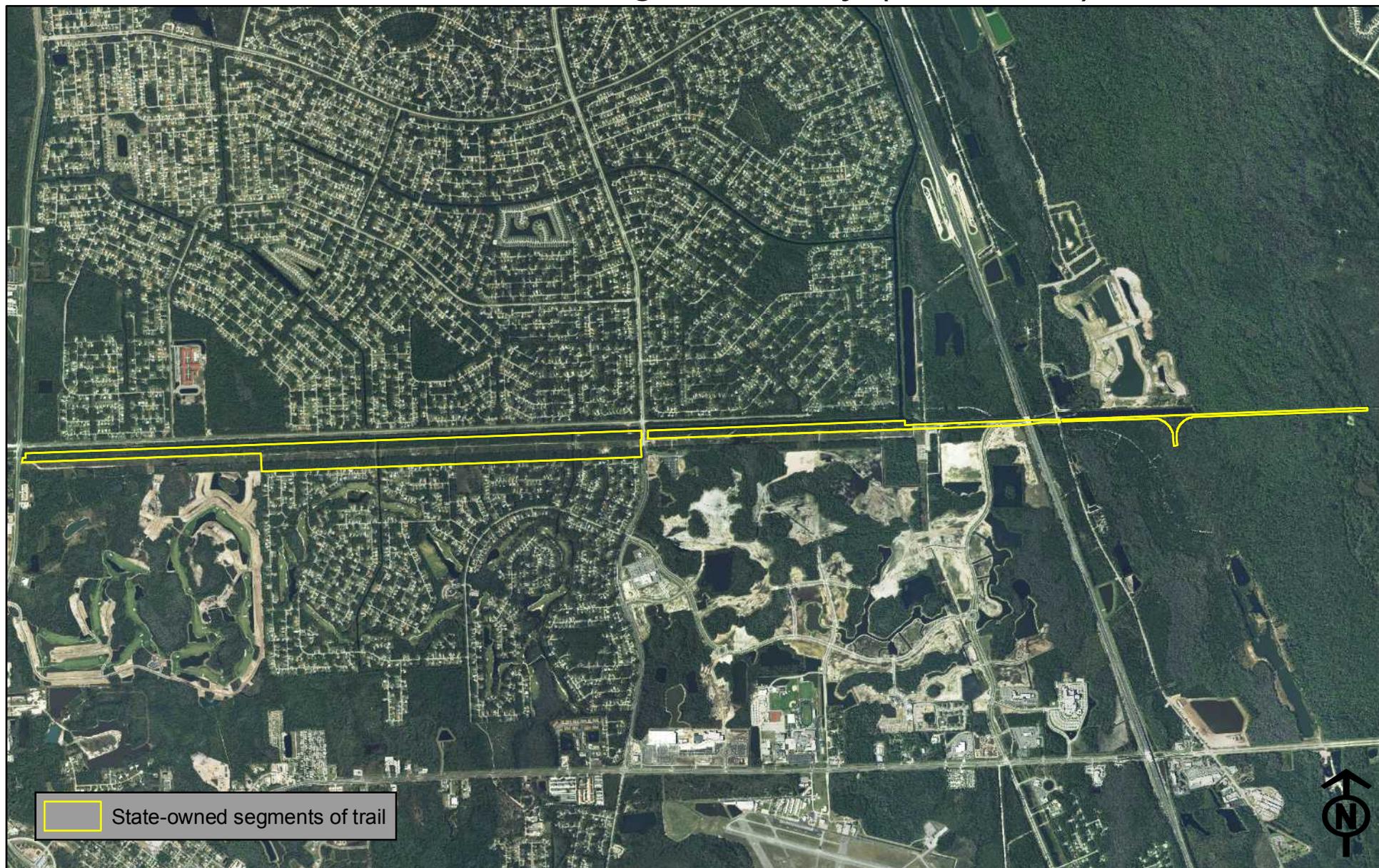
Map 1.4 – Future Amenities Map

Map 1.5 – Water Resources

Map 1.6 – Cooperative Landcover Map (FNAI, 2010)

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Lehigh Greenway Rail-Trail Subleased to Flagler County (#4321-01)



0 2,500 5,000 10,000 15,000 20,000 Feet

Existing Facilities Map will be added



Flagler County Lehigh Trail - Future Amenities Map



Legend

Amenity

- ◆ Arched Gateway
- ▲ Canoe Launch
- ★ Kiosk
- ✱ Observation Deck
- Restrooms



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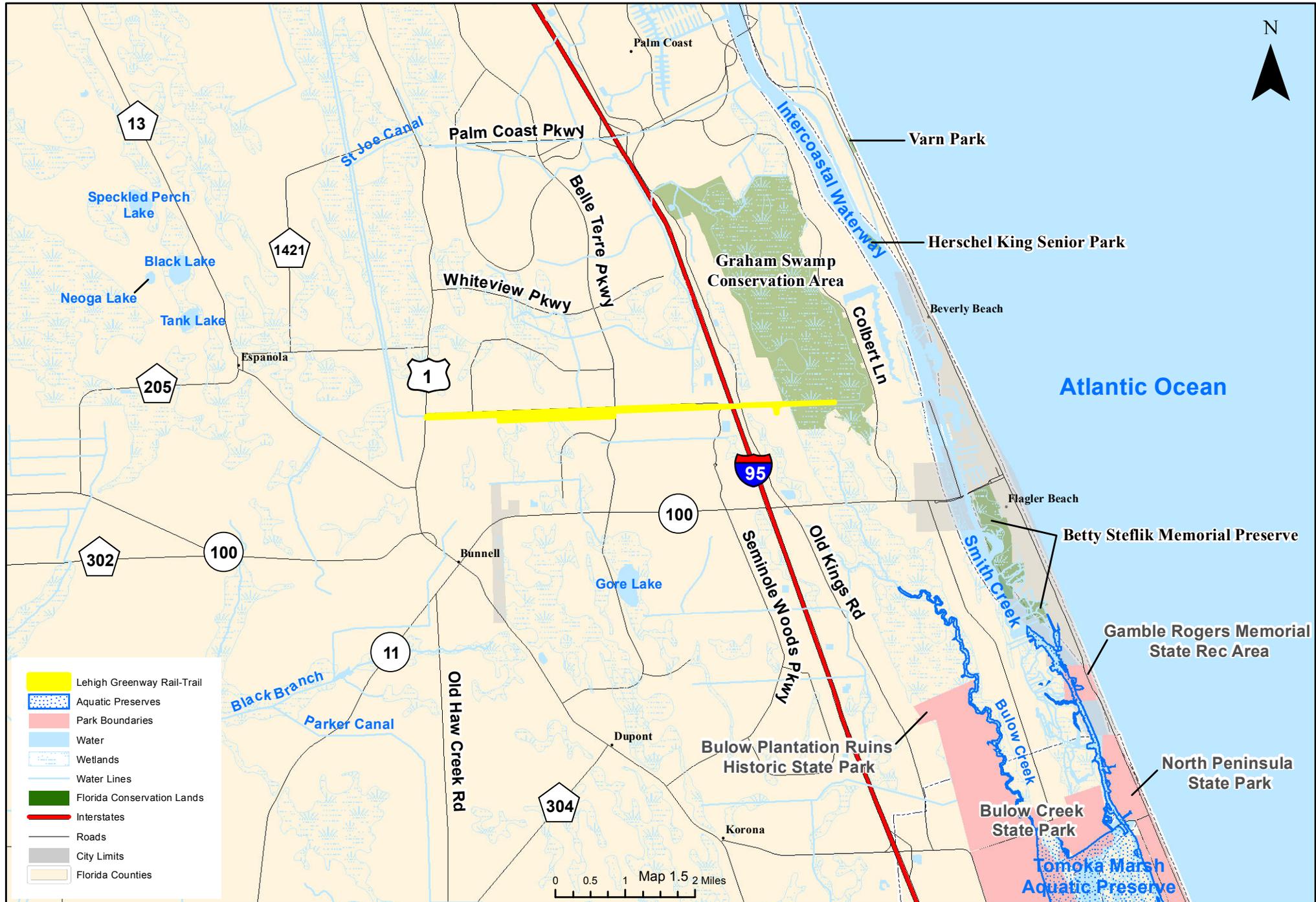
Map 1.4



Lehigh Greenway Rail-Trail Water Resources Map

This map was produced by the Office of Greenways & Trails GIS section for display purposes only. Any other use is not advised. Wetlands were derived from USGS DLG hydrography data.

July 13, 2011

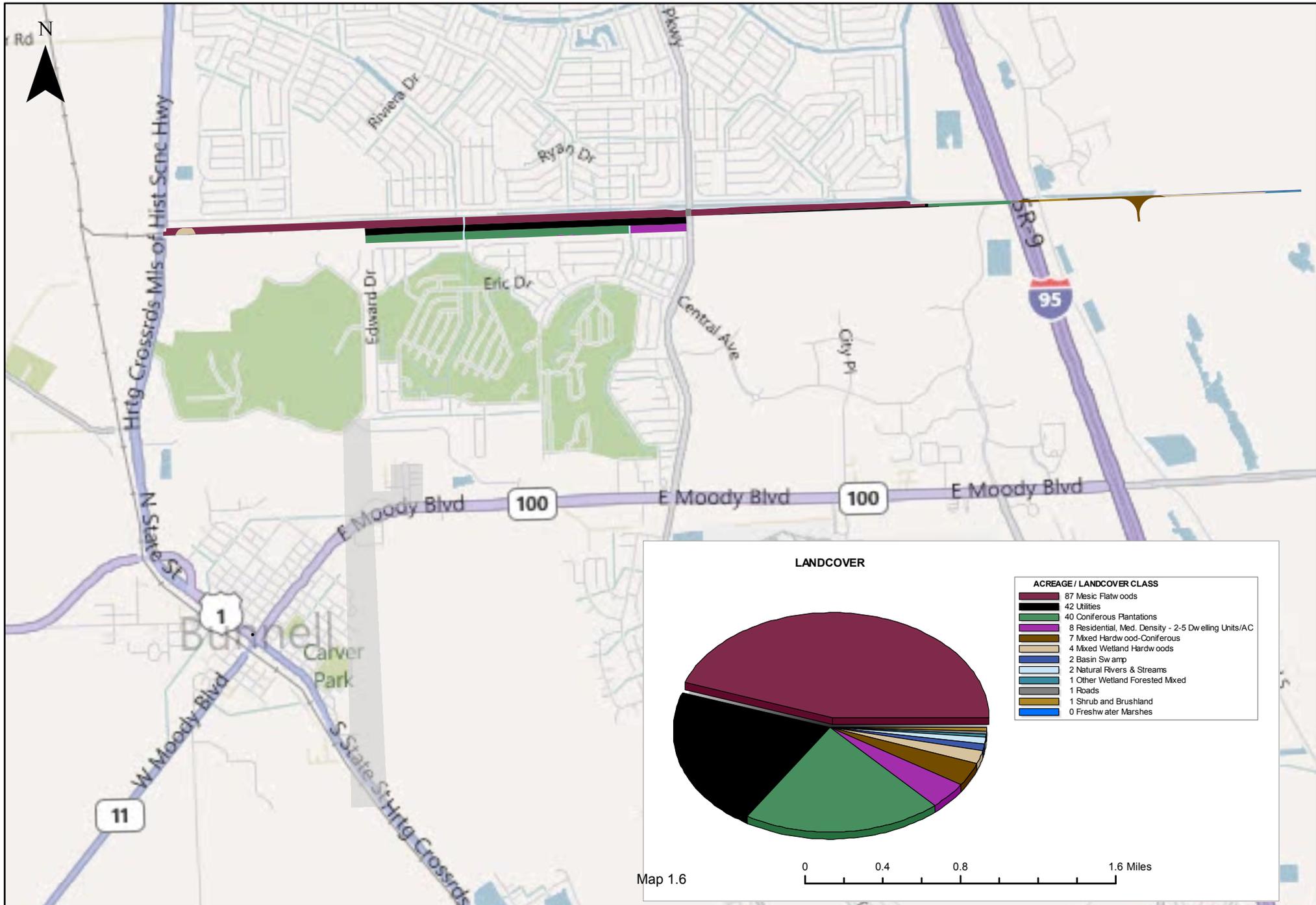




Lehigh Greenway Cooperative Landcover Map (FNAI, 2010)

This map was produced by the Office of Greenways & Trails GIS section for display purposes only. Any other use is not advised. FNAI Landcover data 2010.

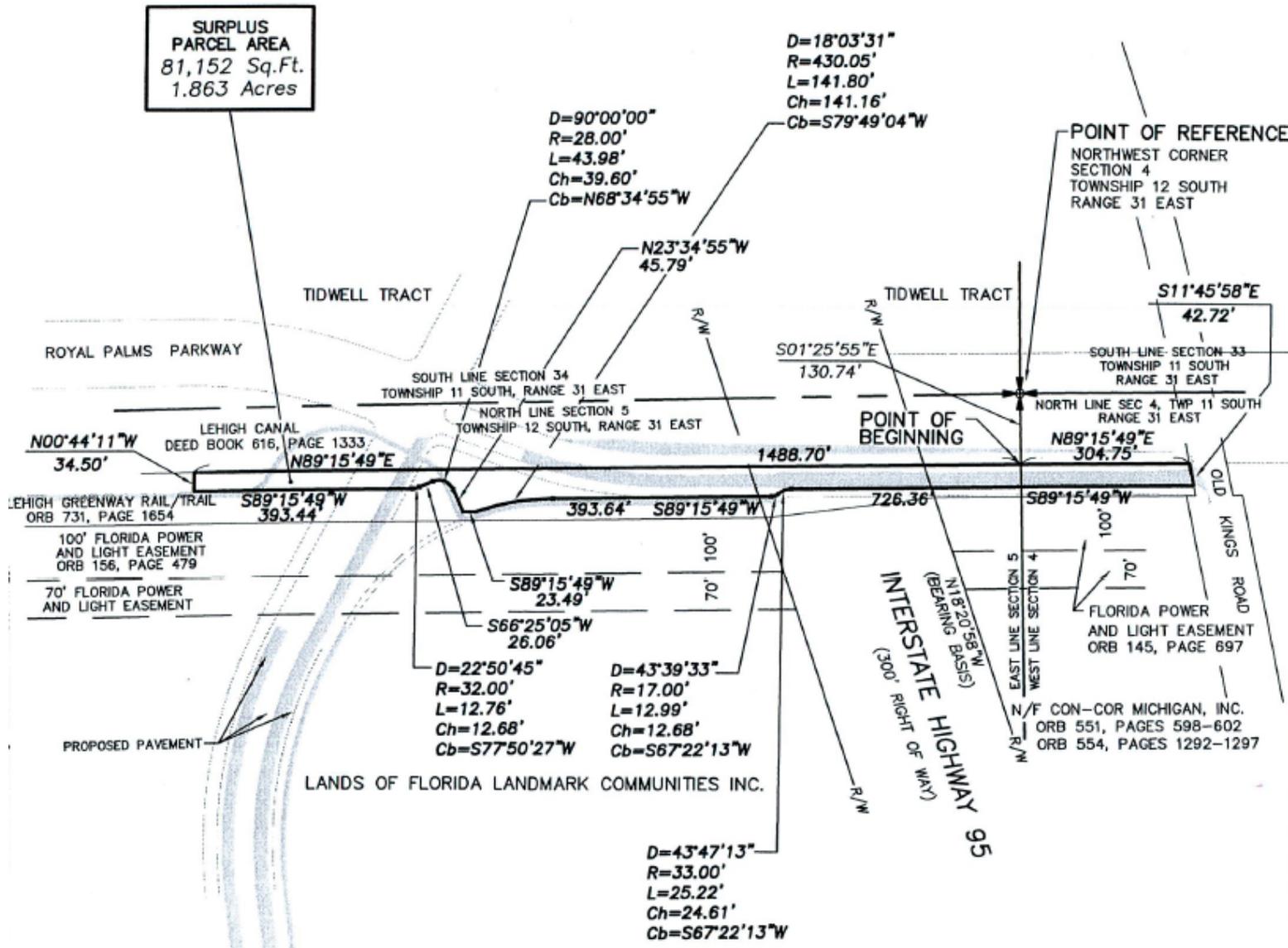
July 27, 2011



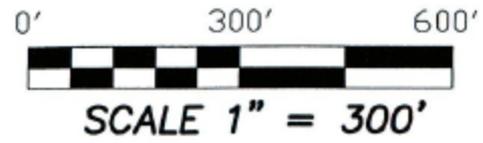
Map 2

**Lehigh Greenway Rail-Trail Area of Surplus Sale to
Flagler County (Nov 2004)**

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Lehigh Greenway Rail-Trail
Area of surplus sale to Flagler County (Nov 2004)



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Map 3

Proposed Timber Cut

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Lehigh Trail (Flagler County) proposed timber cut (salvage sale for fire safety)



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Map 4

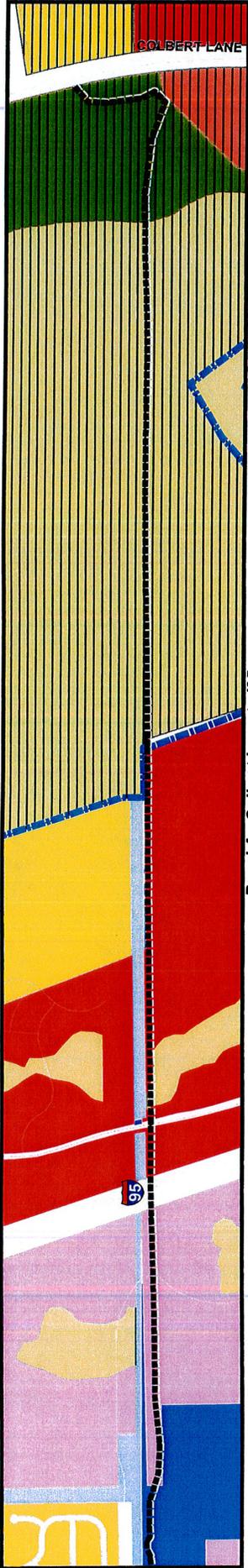
Future Land Use Designations

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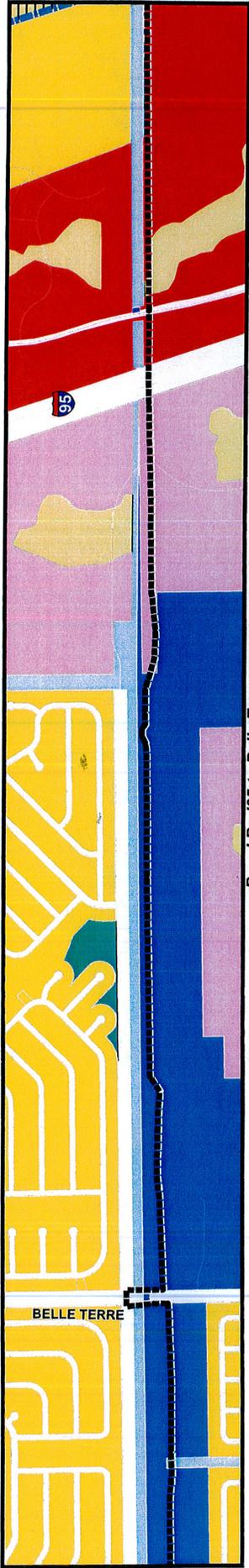


Lehigh Trail

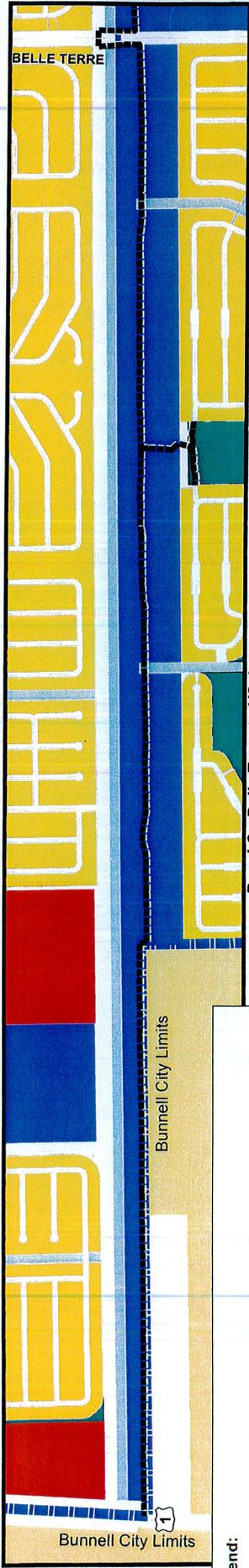
Future Landuse Designations



Panel A - Colbert Lane to I95



Panel B - I95 to Belle Terre



Panel C - Belle Terre to US 1

Legend:

- Trail
- Palm Coast City Limits
- Flagler County FLUM - (Areas outside City Limits)
 - AGRICULTURE & TIMBERLANDS
 - CONSERVATION
 - INDUSTRIAL
 - MIXED USE: HIGH INTENSITY
 - MIXED USE: LOW INTENSITY
 - RESIDENTIAL: LOW DENSITY/SINGLE FAMILY
- Palm Coast FLUM
 - Residential
 - Institutional
 - Conservation
 - Mixed Use
 - Greenbelt
 - DRI-Urban Core
 - Canals



Map 4

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APPENDIX A

Sublease

Lease

Legal Description

Deed

Title Insurance

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF GREENWAYS AND TRAILS

SUBLEASE AGREEMENT

LEHIGH GREENWAY RAIL TRAIL
(194.95 acres)

Sublease Number 4321-01

THIS SUBLEASE AGREEMENT is entered into this 19th day of February 2002, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "SUBLESSOR", and FLAGLER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the Lehigh Greenway Rail Trail under TRUSTEES' Lease Number 4321.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement is situated in the County of Flagler, State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises."
3. **SUBLEASE TERM:** This sublease shall commence on February 19, 2002 and end on March 18, 2051, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 269.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.
5. **CONFORMITY:** This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated March 19, 2001, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.
6. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within 12 months of the effective date of TRUSTEES' Lease Number 4321. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within nine months of the effective date of TRUSTEES' Lease Number 4321. The Management Plan shall incorporate construction, maintenance and protective procedures to minimize exposure to arsenic that is present in the soil along portions of the subleased premises. These procedures shall be approved by SUBLESSOR and the Department of Environmental Protection, Division of Waste Management. SUBLESSEE shall give SUBLESSOR 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 subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every five years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Management Plan prepared under this sublease 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.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all

times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this sublease, SUBLESSEE 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 subleased 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 subleased premises. Such policies of insurance shall name SUBLESSEE, the TRUSTEES, SUBLESSOR and the State of Florida as coinsureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, LESSEE may elect to self-insure these coverages. The insurer must possess a minimum current rating of B+ Class VIII in "Best's Key rating Guide." 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. SUBLESSEE further agrees to immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE 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 sublease.

12. 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.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

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

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to 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 subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

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

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

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

20. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. NOTICES: All notices given under this sublease 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. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Office of Greenways and Trails
Florida Department of Environmental Protection
3900 Commonwealth Blvd., M.S. 795
Tallahassee, Florida 32399-3000

SUBLESSEE: Department of Public Works
Flagler County
1200 East Moody Blvd., #3
Bunnell, Florida 32110

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

23. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE 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 subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "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 SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE 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 subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased 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. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraph 12 of this sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE 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 SUBLESSEE'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, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. ENVIRONMENTAL AUDIT: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, 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 subleased premises. Notification shall include a legal

description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

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

27. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize any use of 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.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE 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 subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

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

31. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.
32. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.
33. SUBSUBLEASES: This sublease is for the purposes specified herein and any subsubleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.
34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated 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 sublease.
35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE 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.
36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease 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 Chapter 18-2 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 subleased premises.
37. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.
38. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.
39. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease 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 sublease 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.

40. **SPECIAL CONDITIONS:** The following special conditions shall apply to this sublease:

A. **SUBLESSEE** shall immediately post signs marked "No Trespassing" and erect barriers to discourage public use until such time as the contaminated areas of the subleased premises are covered with clean fill and paved in accordance with the approved Management Plan required in paragraph 7 of this sublease.

B. Until the Management plan required in paragraph 7 of this sublease is approved, **SUBLESSEE** shall ensure that activities within the subleased premises minimize the creation of dust and prevent dermal contact with the affected soil. No affected soil shall be excavated without prior written approval of the **SUBLESSOR** and the Department of Environmental Protection, Division of Waste Management.

C. Upon **SUBLESSEE** completing the construction, maintenance and protective procedures described in the December 20, 2000, letter from James A. Darby to Suzanne Walker (attached as Exhibit "C" and incorporated herein), **SUBLESSEE** shall have performed all remedial requirements of the **SUBLESSOR** for any contamination of the subleased premises.

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS

BY: Suzanne P. Walker

Suzanne P. Walker
Print/Type Name

Title: Assistant Director

"SUBLESSOR"

Destiny Bryant
Witness

Destiny L. Bryant
Print/Type Witness Name

Cynthia Radford
Witness

Cynthia Radford
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of February 2002, by Suzanne P. Walker as Assistant Director of the Office of Greenways and Trails, Florida Department of Environmental Protection, who is personally known to me.

Cynthia Rae Radford
Notary Public, State of Florida

Cynthia Rae Radford
Print/Type Notary Name

Commission Number:

Commission Expires:



FLAGLER COUNTY, FLORIDA
By its Board of County Commissioners

02.06.02

Lisa Bates
Witness

LISA BATES
Print/Type Witness Name

Eileen Knowles
Witness

EILEEN KNOWLES
Print/Type Witness Name

By: James A. Darby

James A. Darby
Print/Type Name

Title: Chairman

(OFFICIAL SEAL)

Attest: Gail Wadsworth

Gail Wadsworth
Type Name

Title: Clerk

"SUBLESSEE"

APPROVED AS TO FORM

Mark Kern
COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 6th day of February, 2002, by James A. Darby and Gail Wadsworth as Chairman and Clerk, respectively, on behalf of the Board of County Commissioners of Flagler County, Florida. They are personally known to me or produced _____ as identification.

APPROVED BY THE
FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

ON FEBRUARY 4, 2002

Shelly Edmonson
Notary Public, State of Florida

Shelly Edmonson
Print/Type Notary Name

Commission Number:

Commission Expires:



SHELLY EDMONSON
Notary Public, State of Florida
My Comm. Exp. Feb. 22, 2008
Comm. No. DD 002002

Consented to by the TRUSTEES on 19th day of February, 2002.

Gloria C. Nelson
Gloria C. Nelson, Operations and
Management Consultant Manager
Bureau of Public Land Administration,
Division of State Lands,
Department of Environmental Protection

Approved as to Form and Legality

By: Samuel Helzer
DEP Attorney

SAL3

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

LEASE AGREEMENT

LEHIGH GREENWAY - 194.95 ACRES

Lease Number 4321

This lease is made and entered into this 19th day of March, 2000, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the FLORIDA DEPARTMENT ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the people of the State of Florida;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE 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.

NO. 4321-01
EXHIBIT B
PAGE 12 OF 27

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Flagler, 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 fifty years, commencing on March 19, 2001 and ending on March 18, 2051, 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 resource based public outdoor recreation which is 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 7 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 conformance with this lease.
7. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Section 253.034, Florida Statutes, and 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. 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. 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.

8. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE, in any matter pertaining to this lease.

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, F.S., for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.
11. 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 Section 253.034, Florida Statutes, 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.
12. 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.
13. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
14. POST CLOSING RESPONSIBILITIES: In an effort to define responsibilities of the LESSOR and LESSEE with regard to resolving post closing management issues, the parties agree to the following:
- a. After consultation with the LESSEE, LESSOR agrees to provide the LESSEE with the title, survey and

environmental products procured by the LESSOR, prior to closing.

- b. LESSOR will initiate surveying services to locate and mark boundary lines of specific parcels when necessary for immediate agency management and will provide a boundary survey of the entire acquisition project at the conclusion of all acquisition within the project boundary. Provided, however, the LESSEE may request individual parcel boundary surveys, if necessary, prior to the conclusion of acquisition activities within the project boundaries.
- c. Unless otherwise agreed to by LESSEE, LESSOR shall at its sole cost and expense, make a diligent effort to resolve all issues pertaining to all title defects, survey matters or environmental contamination associated with the leased premises, including but not limited to trash and debris, which were either known or should have been reasonably known by LESSOR at the time LESSOR acquired the leased premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by the LESSEE in resolving any issue in which the LESSEE is named as a party in any litigation or other legal or administrative proceeding.
- d. With regard to all title defects, survey matters, or environmental contamination associated with the leased premises which were not known or could not have been reasonably known by LESSOR at the time LESSOR acquired the leased premises, LESSOR and LESSEE agree to cooperate in developing an appropriate strategy for jointly resolving these matters. LESSOR acknowledges and understands that LESSEE is unable to commit any substantial amount of their routine operating funds

for the resolution of any title defect, survey matter, or environmental contamination associated with the lease premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by the LESSEE in resolving any issue in which the LESSEE is named as a party in any litigation or other legal or administrative proceeding.

15. 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, written notification shall be made to the Bureau of Public Land Administration, 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 all or any part 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 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 expiration or termination of this lease, all permanent 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 shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the leased premises and improvements located thereon do not meet all conditions set

forth in paragraphs 18 and 21 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

16. 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.

17. 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.

18. 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 all utilities turned off when the leased premises are surrendered.

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

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose location, and design. 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 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 upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any 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, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be at the date of this lease; 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, and enhancement of the natural and historical resources within the leased premises and with the approved Management Plan.

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

23. 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 or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

24. 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 and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any one 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.

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything 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.

26. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

27. 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. 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.

28. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

29. 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. 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 Chapter 119, Florida Statutes.

30. 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.

31. 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.

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

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

34. 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.

35. 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

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name
Fredrica W. Jones
Witness
Fredrica W. Jones
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of March 2001, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Cheryl J. King
Notary Public, State of Florida

Print\Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: David H. Hester
DEP Attorney



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS

Destiny Bryant
Witness

Destiny L. Bryant
Print/Type Witness Name

Cynthia Radford
Witness

Cynthia Radford
Print/Type Witness Name

By: Suzanne P. Walker (REAL)

Suzanne P. Walker
Print/Type Name

Title: Assistant Director

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of March, 2001, by Suzanne P. Walker, as Assistant Director, Office of Greenways and Trails, Florida Department of Environmental Protection. He/she is personally known to me or produced _____ as identification.



Shannon Franklin
MY COMMISSION # CC714008 EXPIRES
May 23, 2002
BONDED THRU TROY FARM INSURANCE INC

Shannon Franklin
Notary Public, State of Florida

Shannon Franklin
Print/Type Notary Name

Commission Number: CC714008

Commission Expires: may 23, 2002

This Instrument Prepared By and Please Return To:

Sandra Stockwell, Counsel
Division of State Lands
3900 Commonwealth Blvd. M.S. #115
Tallahassee, Florida 32399-3000

EXHIBIT "A" LEGAL DESCRIPTION OF THE LEASED PREMISES

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 28th day of December, A.D. 2000, between Florida Landmark Communities, Inc., a Florida Corporation successor by merger to Palm Coast Holdings, Inc., grantor, whose post office address is 226 E. Joel Blvd., Lehigh Acres, Florida 33972 and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantees,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Flagler County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof

Reserving unto Grantor an easement for ingress and egress over the property described in Exhibit "B"

Property Appraiser's Parcel Identification Number:

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

FLORIDA LANDMARK COMMUNITIES, INC.,
A FLORIDA CORPORATION

Eileen L. Lineham
(Signature of First Witness)

By: William I. Livingston
William I. Livingston as Division President

Eileen L. Lineham
Printed Name of First Witness

(CORPORATE SEAL)

Myra L. McAdams
(Signature of Second Witness)

Myra L. McAdams
Printed Name of First Witness

NO. 4321-01
EXHIBIT B
PAGE 26 OF 27

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 28th day of December, 2000, by William I. Livingston as Division President of Florida Landmark Communities, Inc., a Florida Corporation. Such person(s) (Notary Public must check applicable box):

Exhibit A
Page 15 of 16
Lease No. 4321
NO. 4321-01
EXHIBIT B
PAGE 26 OF 27

is personally known to me.
 produced a current driver license.
 produced _____ as identification.

Eileen L. Lineham
Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

(Notary Seal)

Eileen L. Lineham
My Commission CG825049
Expires 10/2004

APPROVED
FOR CLOSING

DEC 29 2000

By: William C. Robinson, Jr.
(DEP Attorney)

PROSL1
(1.86-ACRES)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF GREENWAYS AND TRAILS

PARTIAL RELEASE OF SUBLEASE

STATE OF FLORIDA
COUNTY OF FLAGLER
SUBLEASE NUMBER 4321-01

The undersigned on the 22nd day of JUNE, 2005 do(es) hereby quitclaim, release, and surrender all right, title, and interest in and to the below described in attached Exhibit "A" which are subleased under Sublease Agreement Number 4321-01 dated February 19, 2002, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAY AND TRAILS as SUBLESSOR, and FLAGLER COUNTY as SUBLESSEE, effective the 29th day of JUNE, 2005

FLAGLER COUNTY, FLORIDA
By its Board of County Commissioners

Lisa Bates
Witness

LISA BATES
Print/Type Witness Name

Tim Telfer
Witness

TIM TELFER
Print/Type Witness Name

APPROVED AS TO FORM
[Signature]
DEPUTY COUNTY ATTORNEY

By: 6.22.05 [Signature] (SEAL)

JAMES A. DARBY
Print/Type Name

Title: CHAIRMAN

Attest: [Signature]

GAIL WADSWORTH
Print/Type Name

Title: CLERK

STATE OF FLORIDA
COUNTY OF FLAGLER

"SUBLESSEE"

The foregoing instrument was acknowledged before me this 22nd day of JUNE, 2005 by James A. Darby, as Chairman and Gail Wadsworth as Clerk of Court on behalf of the Board of County Commissioners of Flagler County, Florida. They are personally known to me.

Kelly S. Freshcorn
Notary Public, State of Florida

Kelly S. Freshcorn
Print/Type Notary Name

Commission Number:

Commission Expires:



KELLY S. FRESHCORN
Notary Public, State Of Florida
My Commission Expires 9/27/08
Commission No. DD342173

DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS

Destiny Bryant
Witness

Destiny L Bryant
Print/Type Witness Name

Karen Shudes
Witness

Karen Shudes
Print/Type Witness Name

By: James M. Wood (SEAL)

James M. Wood
Print/Type Name

Title: Assistant Director

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by James M. Wood, as Assistant Director of the Office of Greenways and Trails, on behalf of the Department of Environmental Protection. He/she is personally known to me.



Shannon Franklin
MY COMMISSION # DD119914 EXPIRES
May 23, 2006
BONDED THRU TROY FARM INSURANCE, INC.

Shannon Franklin
Notary Public, State of Florida

Shannon Franklin
Print/Type Notary Name

Commission Number: DD119914

Commission Expires: May 23, 2006

Consented to by the TRUSTEES on 29th day of June, 2005

Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS
AND MANAGEMENT CONSULTANT,
MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Approved As to Form and Legality

By: James M. Wood
DEP Attorney

EXHIBIT "A"

A PORTION OF THE LEHIGH GREENWAY RAIL-TRAIL, DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGE 1654, LYING IN GOVERNMENT SECTIONS 4 AND 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 4, THENCE S01°25'55"E, ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 4, A DISTANCE OF 130.74 FEET, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LEHIGH GREENWAY RAIL-TRAIL, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N89°15'49"E, A DISTANCE OF 304.75 FEET; THENCE S11°45'58"E, A DISTANCE OF 42.72 FEET; THENCE S89°15'49"W, A DISTANCE OF 726.36 FEET TO A POINT OF CURVE TO THE LEFT AN ARC LENGTH OF 25.22 AND HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 43°47'13", AND A CHORD BEARING OF S67°22'13"W, A CHORD DISTANCE OF 24.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 12.99 FEET AND HAVING A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 43°39'33", AND A CHORD BEARING OF S67°22'13"W, A CHORD DISTANCE OF 12.68 FEET; THENCE S89°15'49"W, A DISTANCE OF 393.64 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 141.80 FEET AND HAVING A RADIUS OF 430.05 FEET, A CENTRAL ANGLE OF 18°03'31", AND A CHORD BEARING OF S79°49'04"W, A CHORD DISTANCE OF 141.16 FEET; THENCE S89°15'49"W, A DISTANCE OF 23.49 FEET; THENCE N23°34'55"W, A DISTANCE OF 45.79 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 43.98 FEET AND HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING OF S68°34'55"W, A CHORD DISTANCE OF 39.60 FEET; THENCE S66°25'05"W, A DISTANCE OF 26.06 FEET TO A POINT OF CURVE TO THE RIGHT AN ARC LENGTH OF 12.76 FEET AND HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 22°50'45", AND A CHORD BEARING OF S77°50'27"W, A CHORD DISTANCE OF 12.68 FEET; THENCE S89°15'49"W, A DISTANCE OF 393.44 FEET; THENCE N00°44'11"W, A DISTANCE OF 34.50 FEET; THENCE N89°15'49"E, A DISTANCE OF 1,488.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CUL Cover Sheet

Checked for Duplicate Document

DM ID

Document Type: **CURRENT UPLAND LEASES**

Instrument: Parent Lease Amendment to Lease Assignment of Lease

Release Partial Release Easement Use Agreement Sublease

Amendment to Sublease Release of Sublease Other [Amend #1 to Partial Release of Sublease]

Lease Number: **4321**

Date: **07-17-2008**

Original County: **FLAGLER**

Section: **04, 05**

Township: **12S**

Range: **31E**

Total Area/Area Unit: **1.86** | X Acreage | Square Feet

County Bk/Pg/Type | | **B** | **P** | **O**

Instrument Number:

Comments: **AMEND #1 TO PARTIAL RELEASE OF SUBLEASE CORRECTING DESCRIPTION**

DATE PREPPED:	FLIP CARDS:	INVENTORY #:
8/21/2008	N/A	N/A

MAA'D For Rescan & Additional Pgs

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

ATSL1

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF GREENWAYS AND TRAILS

AMENDMENT NUMBER ONE TO PARTIAL RELEASE OF SUBLEASE NUMBER 4321-01

THIS AMENDMENT NUMBER ONE TO PARTIAL RELEASE OF SUBLEASE AMENDMENT is entered into this 17th day of JULY, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "SUBLESSOR", and FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "SUBLESSEE";

W I T N E S S E T H

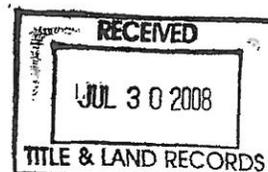
WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on February 19, 2002, SUBLESSOR and SUBLESSEE entered into a Partial Release of Sublease Number 4321-01; and

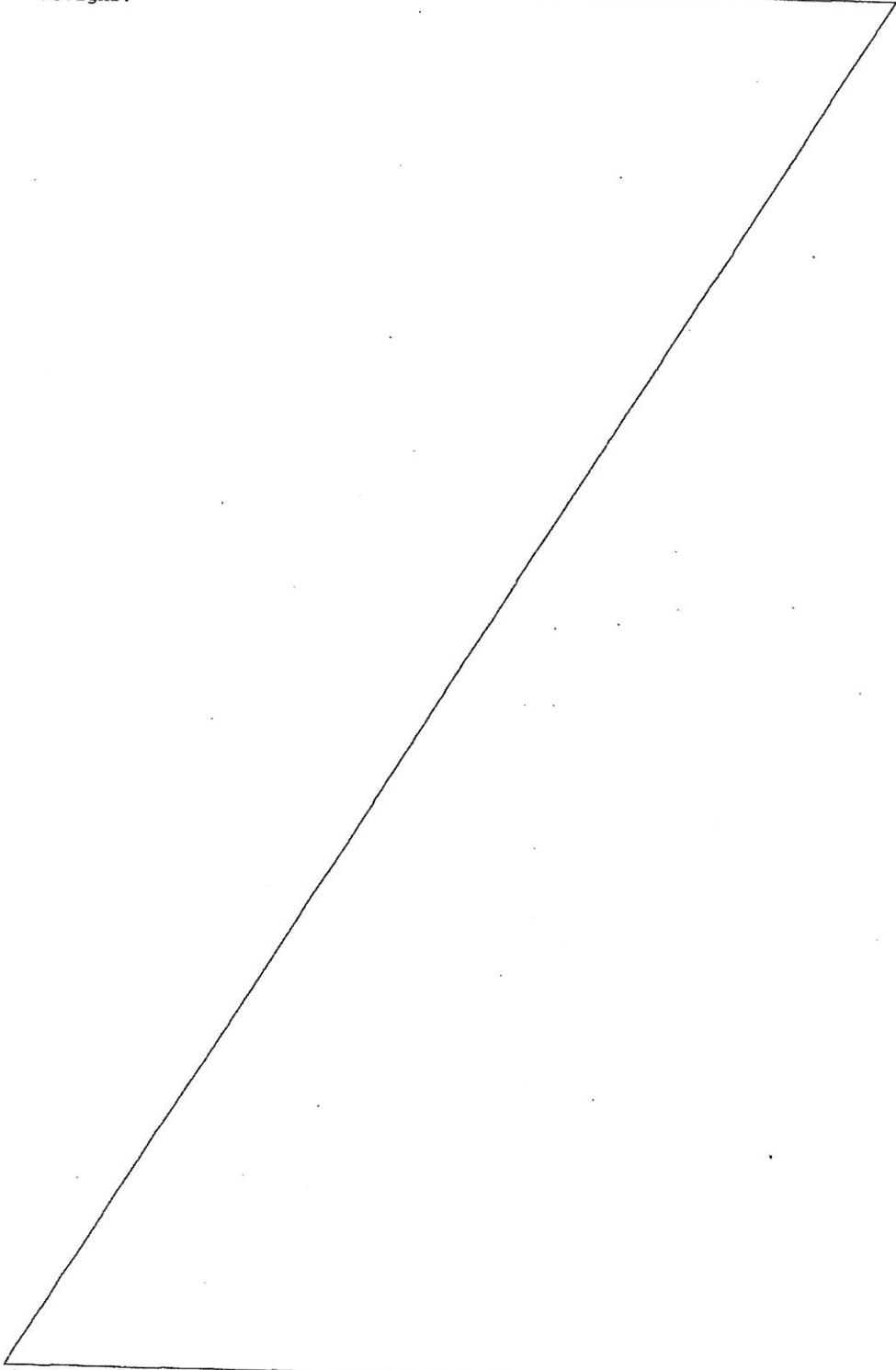
WHEREAS, SUBLESSOR and SUBLESSEE desire to amend this Partial Release of Sublease to correct the legal description of the lands released from Sublease Number 4321-01.

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

1. The Partial Release of Sublease Number 4321-01 is hereby amended ~~to correct the legal description~~ of the lands released from Sublease Number 4321-01 by substituting the Exhibit "A" attached hereto and made a part hereof for the legal description of the property attached as Exhibit "A" in the original Partial Release of Sublease Number 4321-01.
2. It is understood and agreed by SUBLESSOR and SUBLESSEE that in each and every respect the terms of the Partial Release of Sublease Number 4321-01, except as amended hereby shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by SUBLESSOR and SUBLESSEE as of the date of this amendment.



3. It is understood and agreed by SUBLESSOR and SUBLESSEE that this Amendment Number ONE to Partial Release of Sublease Number 4321-01 is hereby binding upon the parties hereto and their successors and assigns.



IN WITNESS WHEREOF, the parties have caused this Amendment Number ONE to Partial Release of Sublease Number 4321-01 to be executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS

Destiny Bryant
Witness
Destiny L. Bryant
Print/Type Witness Name

By: [Signature] (SEAL)
JAMES M. WOOD
Print/Type Name

Carolyn Thompson
Witness
CAROLYN THOMPSON
Print/Type Witness Name

Title: Assistant Director
"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of April 2008, by James M. Wood, as Assistant Director on behalf of the Office of Greenways and Trails, State of Florida Department of Environmental Protection. (He) she is personally known to me, ~~or who has produced~~ _____ as identification.

Destiny Bryant
Notary Public State of Florida

Print/Type Notary Name

Commission Number: _____
Commission Expires: _____
Destiny L. Bryant
Commission # DD573041
Expires July 11, 2010
 Bonded Troy Fair - Insurance, Inc 609-385-7019

FLAGLER COUNTY, FLORIDA
By its Board of County Commissioners
By: James M. O'Connell 7-7-8 (SEAL)

JAMES M. O'CONNELL
Print/Type Name

Title: CHAIRMAN

"SUBLESSEE"

James M. O'Connell, County Attorney
Approved as to Form

Lisa Bates
Witness

LISA BATES
Print/Type Witness Name

Alea Cosgrove
Witness

Alea Cosgrove
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 7th
day of July 2008, by James M. O'Connell, as Chairman,
and _____ as _____, on behalf of the Board of
County Commissioners of Flagler County, Florida. They are personally
known to me or who has produced _____ as
identification.



Linda S. Sanita
Notary Public, State of Florida

Linda S. Sanita
Print/Type Notary Name

Commission Number: DD767958

Commission Expires: 6/6/2012

Consented to by the TRUSTEES on 17th day of July 2008.

Victoria F. Thompson
~~GLORIA C. BARBER, OPERATIONS AND~~
~~MANAGEMENT CONSULTANT MANAGER, Program Administrator~~
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF STATE
LANDS, STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

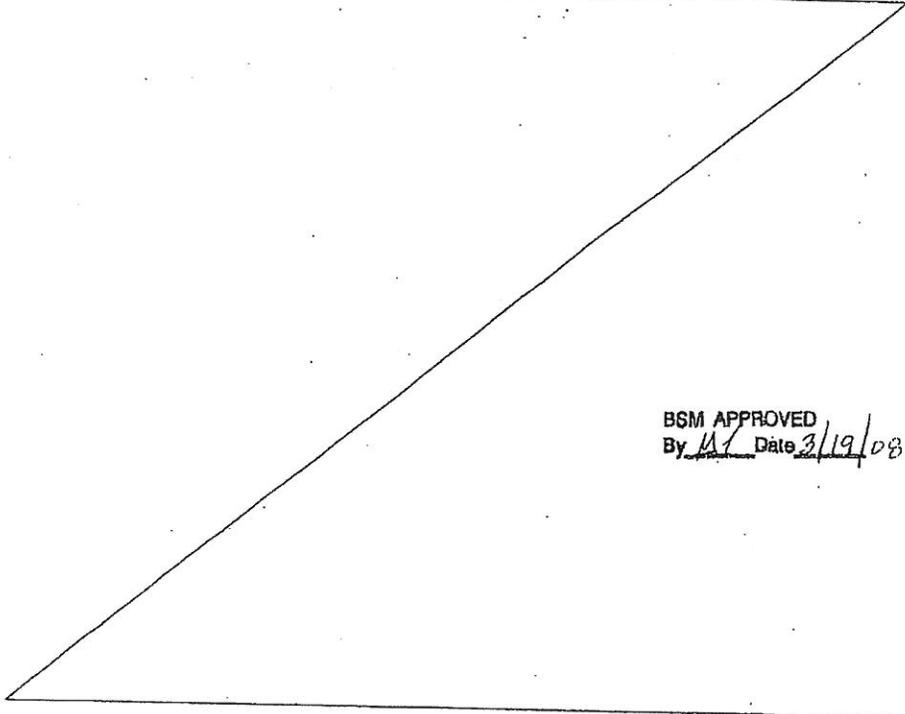
Approved as to Form and Legality

By: [Signature]
DEP Attorney

EXHIBIT "A"
Legal Description of Partial Release of Subleased Premises

A PORTION OF THE LEHIGH GREENWAY RAIL-TRAIL, DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGE 1654, LYING IN GOVERNMENT SECTIONS 4 AND 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BSM APPROVED
By Date 3/19/08

ADF Cover Sheet

DM ID 338929

Document Type: Agency Deed File

Original Agency: DEP / office Greenways & Trails (749)

BLA Review Number: 994865 and 800495

Facility Name: Le High Greenway Rail Trail

Consideration: _____

Document Date: 12-28-2000

Reservations / Reverter: _____

Original County: Flagler

Section: 34, 35, 36 / 1, 2, 3 / 31, 32 / 34, 35, 36, 40

Township: 11 S / 12 S / 11 S / 12 S

Range: 30 E / 30 E / 31 E / 31 E

Total Area / Area Unit: 194.95 (A) Acreage (S) Square Feet

County Book / Page / Type: Flagler 1B 731 / P 1653 0

OR Instrument Number: _____

Cost (PI): \$ 286,508.00 (part of)

Comments: The Land Mark Communities (AKA Palm Coast)

Both this deed and OR 731, Pg 1656

describe same land and

have both BLA Review #'s

994865 and 800495. *

Deleted

* See Change/Correction to Property Master... (Flain)

BLA #800495 to be deleted + money to be added

to BLA # 994865

Prpped 3-22-05

Inventory # 16672.0
322/05 km

Rescan & Replace 7-20-07 Maad

Office Use Only
Doc. No.

Change/Correction to Property Master File Form Land

Complete this form for correction of land entries that are ready in the Property Master File. For transaction of Land Disposition/Deletion; Land Exchange/Acquisition; Land Acquired by other State Agencies; and Land Donations, please complete the Land Transaction Request Form (53-003). The information below is required to have current data change on the Property Master File. Submit the completed form to the Property Management Section at Ms #87 or fax it at 245-2413 s/c 205-2413

Date Change Requested: 7/19/07 ① Add \$2,319⁰⁰
Organization Code/EO: _____
Old Land Number: 994865 from # 800495
New Land Number: _____
Old Project Number: _____ ② AND add
New Project Number: _____ \$ 1389⁰⁰
Old Seller's Name: _____ to \$ 282,800⁰⁰
New Seller's Name: _____
Description: Lehigh Greenway 194.95 Acres \$ 286,508⁰⁰
Requestor: Kathy Miklas 7-19-07
Reason For Change: better description of project with acres —
Adds up all cost for actual
total. (Add cost as shown above.)

PROPERTY OFFICE USE ONLY

CHANGE BY: _____

Other Explanation _____

cc: Chief of Land Acquisition, Division of State Lands (MS 130)
Title and Land Records Section, Bureau Survey & Mapping Division of State Land (MS 108)

Office Use Only

Doc. No.

Change/Correction to Property Master File Form Land

Complete this form for correction of land entries that are ready in the Property Master File. For transaction of Land Disposition/Deletion; Land Exchange/Acquisition; Land Acquired by other State Agencies; and Land Donations, please complete the Land Transaction Request Form (53-003). The information below is required to have current data change on the Property Master File. Submit the completed form to the Property Management Section at Ms #87 or fax it at 245-2413 s/c 205-2413

Date Change Requested: 7/19/07

\$2,319.00

Organization Code/EO: _____

Old Land Number: 800495

-(2319.00)

New Land Number: _____

Old Project Number: _____

New Project Number: _____

See # 994865

Old Seller's Name: _____

New Seller's Name: _____

Description:

Lehigh Greenway 195.73 Acres (should have been 194.95 AC)

Requestor:

Kathy Miklus 7/19/07

Reason For Change:

back out all \$ and add to # 994865 - same project and same lands - this will get rid of duplication. Thanks

PROPERTY OFFICE USE ONLY

CHANGE BY: _____

Other Explanation _____

cc: Chief of Land Acquisition, Division of State Lands (MS 130)
Title and Land Records Section, Bureau Survey & Mapping Division of State Land (MS 108)

LA994861	\$10,400.00 BELLE MEADE 10.4A, S22, T50S, R27E	20001214	VF034330004	FIRST TITLE & AB	2000386118	FL LANDMARK CO. INC	D1000375905
LA994862	\$82,600.00 COUPON BIGHT KEY 13.92 ACRES	20001218	VF035370002	AMERICAN	D1000382425	R.L. HINSON	D1000382423
LA994863	\$162,491.00 S GOLDEN GATE ES44.40 AC, B164-166	20001228	VF037900002	FIRST TITLE & AB	D1000432009	F.A. & D.C. HALL	D1000405929
LA994864	\$20,500.00 LAKE WALES RDG S5E6, TNS31, R29E	20010525	VF073800002	AMERICAN	D1000435434	SFWMD	D1000730465
LA994865	\$800.00 SUWANNEE RIV PAR#24, CMPS102, 1BAC	20010430	VF066520004	BOYD, LINDSEY &	D1000435432	SFWMD	D1000669388
LA994866	\$5,700.00 TOMOKA STATE PARLT6, BLK.44&95	20010302	VF052930002	AMERICAN	D1000419381	CK OF CRT SEMINOLE	D1000543177
LA994867	\$44,000.00 CHARLOTTE HAR 40 AC, S16S, T42S, R23	20010319	VF055260002	AMERICAN	D1000595977	W.E. & S.A. KNIGHT	D1000577365
LA994868	\$176,726.00 S GOLDEN GT.ES. 47.77A, B167-169	20010108	VF037930002	FIRST TITLE & AB	D1000687600	E.J. & S.C. KAISER	D1000687600
LA994869	\$431,619.10 SOE GOLDEN GATE BATCH 21-28	20060224	G-JP14350008			PEARL MARKFIELD	
LA994870	\$282,800.00 LEHIGH GREEN 195.73ACR, S34, 35, 36	20001219	VF036050002	BOYD, LINDSEY &		FRANK A. MAYER	
LA994871	\$112,768.68 CHIPOLA R. 91.52A, S10, T5, R10W.	20001218	VF035400001	BONDURANT & FUQU		PHYLLIS J. STEPHENS	
LA994872	\$40,000.00 LAKE WALES RDG 18.09A, TRA, S18, T36	20010111	VF040540002	AMERICAN		ROY E. & P.J. SCHAEFER	
LA994873	\$120,900.00 CREW MULTIPLE PAR#1, 25 ACRES	20010112	VF040590001	SFWMD			
LA994874	\$55,000.00 CREW MULTIPLE PARCELS NUMEROUS	20010112	VF040570001	SFWMD			
LA994875	\$116,500.00 EAST COAST BUFFER 21.77 ACRES	20010112	VF040550001	SFWMD			
LA994876	\$12,912.50 SCHRIMSHER LAND 12.31A, SE36, TNS20	20010105	VF038680001	BONDURANT & FUQU			
LA994877	\$111,527.00 S GOLDEN GATE ESBATCHES 170-172	20010118	VF040700002	FIRST TITLE & AB			
LA994878	\$12,500.00 CHARLOTTE HAR 5.1AC, PAR#114, 196	20010327	VF058230002	AMERICAN			
LA994879	\$30,297.50 CHARLOTTE HAR 10.3AC, SE22, T43S	20010508	VF067960002	SMITH THOMPSON			
LA994880	\$48,556.00 FLORIDA KEYS E L6, SE22, T66S, R28E	20010710	VF000930001	ROSALES LAW OFF			
LA994881	\$17,500.00 FLORIDA KEYS E P#1866, 2.5ACR	20011115	VF031620002	BOYD, LINDSEY &			
	\$111,400.00 CHARLOTTE HAR S6, T43S, R24E, 85.7A	20011012	VF023260007	SMITH, THOMPSON			
	\$11,200.00 CHARLOTTE HAR 5.2AC, SE16, TNS43S	20010508	VF067960001	SMITH THOMPSON			

*
FLAIR # 994865

LA800475	\$584,254.48	INDIAN RIV LAGOON 57.573 ACRES	20001108	VF0258500001	SFWMD	SFWMD	D1000298328
LA800476	\$1,150.00	GARCON POINT P#63, 40A, L19, T51S, R28	20001116	VF026310001	AMERICAN	BETTY T. CHACHARON	D1000345882
LA800477	\$1,515.00	LAKE WALES R. 18.11A, S18, T36S, R29E	20001201	VF031060001	NATURE	N. CONS. PESCARACAS	D1000375665
LA800479	\$1,525.00	REVOLVING FUND CK#0592, CER#940692	20001214	VM000700001	COLLIER COUNTY	CK OF CRT COLLIER CO	D1000382421
LA800481	\$244,000.00	SOUTH SAV. 8.54A, P#176, LI, BK3	20001218	VF035350004	AMERICAN	MAX M. FARASH	D1000393256
LA800482	\$50,000.00	TRUST FUND REIMBLK WALES RD 12LTS	20001221	VM000810001	CARL T F	HIGHLANDS CK OF CRT	D1000393257
LA800483	\$72.00	REVOLVING FUND 12 LOTS	20001221	VM000920001	HIGHLANDS COUNTY	CLK OF CT COLLIER CO	D1000461140
LA800488	\$323.93	REV FUND REIMBUNIT 103, TR3	20010123	VM000920001	COLLIER COUNTY	CECIL SOUCY	D1000382431
LA800489	\$63,240.31	CHIPOLA R 91.52, S10, & 15, T4N, R10	20001218	VF036010001	BONDURANT & FUQU	PASCO COUNTY BOCC	D1000507787
LA800490	\$4,939,507.00	LAND OLAKES VETERANS HOME 12.0 AC.	20010213	GJP08120008	HIGHLANDS COUNTY	HIGHLANDS CO CK CT	D1000539813
LA800491	\$21,786.00	CARL REIMB8 LOTS CK# 0597	20010215	VM000960001	BONDURANT & FUQU	R.L. HINSON	D1000561351
LA800494	\$175,000.00	CHIPOLA RIVER 91.52A, S10&15, TN4N	20010301	VF052910002	BOYD, LINDSEY &	FLA. LANDMARK COMM A	D1000580277
LA800495	\$2,319.00	LEHIGH GREENWAY 195.73 ACRES	20010312	VF054280001	BOYD, LINDSEY &	FLA. LANDMARK COMM A	D1000678324
LA800496	\$13,720.00	REV FUND REIMB5.00 ACRES, CK#0600	20010319	VM001060001	COLLIER COUNTY	CK OF CRT COLLIER CO	D1000790758
LA800499	\$1,767.00	CARL REV FUND10 ACRES, #950843	20010501	VM001220001	COLLIER COUNTY	CK OF CRT COLLIER CO	D2000094331
LA800500	\$476.00	REV FUND REIMB 0.61AC, C#94-17043	20010621	VM001420001	CLERK OF COURT	CK OF CRT POLK CO	D2000043163
LA800501	\$8,100.00	PINHOOK SWAMP ASSIGNMENT FEE	20010820	VF010530001	NATURE CONSERVAN	RAYONIER	D2000046783
LA800505	\$1,760.00	BREVARD COASTAL 2.00 ACRES	20010725	VF004630001	AMERICAN	JOHN BROWN	D2000130518
LA800506	\$4,092,458.17	PINHOOK SWAMP 21,872.00 ACRES	20010726	VF004700001	WINHAWAWOD TRUST	RAYONIER	D2000175322
LA800507	\$8,633.60	PINHOOK SWAMP57 ACRES, SE29-36	20010727	VF005170001	WINHAWAWOD TRUST	RAYONIER	D2000180844
LA800510	\$5,153.05	SOE MISC. ORDER OF TAKING	20070223	GJP15850004	WINHAWAWOD TRUST	RAYONIER	D2000180851
LA800511	\$41,181.95	ORDERS OF TAK UN147, TR33.56	20070223	GJP15850004	WINHAWAWOD TRUST	RAYONIER	D2000201939
LA800513	\$2,308,969.21	TWELVE MI SWAMP TIMBER LEASE	20010906	VF013800001	COLLIER CO CLERK	FOUR SEASONS	D2000180846
LA800514	\$155,000.00	FLORIDA KEYS E 24.49A, L2, S2, T66S	20010927	VF018790001	ST JOHNS RIVER W	RAYONIER	D2000180846
LA800515	\$13,640.00	SAVE OUR EVER S32, T51S, R38E	20011001	VF018870002	SMITH THOMPSON	RICHARD B. GRAHAM	D2000180851
LA800516	\$309,800.00	EAST COAST BUF 53.36A, W-997, 940	20011001	VF019410002	AMERICAN	J.H.&N. KOORSAN	D2000201939
LA800517	\$148,292.00	S GOLDEN GATE BTCH249-251, 28.94AC	20011010	VF021950002	SFWMD	ROYAL GROUP	D2000180846
LA800518	\$10,277,325.00	ICHETUCKNEE TRACE-302.35 ACRES	20011001	VF018900002	FIRST TITLE & AB	NUMEROUS	D2000180846
LA800518	\$10,277,325.00	ICHETUCKNEE TRACE-302.35 ACRES	20011002	VF019440002	BOYD, LINDSEY &	KIRBY DEVELOPMENT	D2000183621

* FLAIR # 800495

Memorandum

To: Robert Hicks
From: Jamie R. Temples, Real Estate Assistant, Boyd, Lindsey, Branch & Slinger, P.A.
Date: 3/7/01
Re: ITEMIZATION FOR WARRANT REQUEST

The following represents the full itemization of expenses the Board of Trustees are responsible for under the option Agreement for Sale and Purchase (a copy of which is attached):

Contract Sales Price: \$ 282,000.00
Settlement Closing Fee: \$100.00
Abstract or Title Search: \$750.00
Title Examination: \$75.00
Title Insurance Binder: \$25.00
Title Insurance: \$1,485.00
Closing Services: \$175.00
Option Payment: (\$100.00)
Recording Fees for Deed \$24.00
DOC Stamps For Deed: \$1,974.00 TOTAL: \$286,508.00

At closing, The State of Florida issued warrant number 4-34 272 015, which was made payable to Boyd, Lindsey & Branch, P.A. for the amount of \$284,189.00. Therefore, the amount due to the Payee listed on this warrant request at this time is as follows:

* Total Amount Due At Closing: \$286,508.00 ✓
Total Amount Paid At Closing: (\$284,189.00)
TOTAL AMOUNT DUE AT THIS TIME: \$2,319.00 *

Please advise if you need anything further.

* \$ 286,508⁰⁰ total #'s for 994865

all under

BLA # 994865

Voucher # 03605

1389.00 + # 2841.89 = # 2841.89

*

STATE OF FLORIDA S.C. 37.000 DEPARTMENT OF ENVIRONMENTAL SITE ENVIRONMENTAL PROTECTION - FE0		VOUCHER SCHEDULE DATE 12/20/2000 Protection	PAGE NO. 100030618
Vendor Number	CLASS NUMBER	OBJECT CODE	TRANS CODE
F591904715001	PAYEE	580	FD 3605
Boyd, Lindsey, Branch PA Lehigh Greenway		1389.00	1389.00 *
F591904715001		520	282800.00 *
Boyd, Lindsey, Branch PA		282800.00	282800.00 *
original lost			
I hereby certify that the above transactions are in accordance with the Florida Statutes and all applicable laws and rules of the State of Florida.		TOTAL	TOTAL
APPROVED: <i>[Signature]</i>			284189.00 *
TITLE		For State Comptroller's Use Only	
		Time In	
		Audited By	

INVOICE

PURCHASE PRICE	\$282,800.00
Less: Deposit	(100,000)
Plus: Title Insurance	<u>1,489.00</u>
TOTAL	<u>\$284,189.00</u>



Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struths
Secretary

Job Bush
Governor

December 19, 2000

The Honorable Robert E. Milligan
Comptroller of Florida
The Capitol
Tallahassee, Florida 32399

RE: Lehigh Greenway Rail Trail/Palm Coast Holding OGT Project

Dear Comptroller Milligan:

Pursuant to the Contract for Sale and Purchase, will you please issue state warrant in the amount and to the payee as indicated below:

PAYEE	CONTRACT NUMBER	REVIEW NUMBER	PROJECT NUMBER	AMOUNT
Boyd, Lindsey & Branch Object Code 562080		000802	67668	\$ 284,189.00

000802
NOT IN FLAIR

See # 994865

Funding - \$ 284,189.00, OGT - P2000 Oldest Funds!

This warrant is needed by December 21, 2000! Please call Robert or Judy when warrant is ready for pickup.

Upon closing on this purchase, the fee simple title will vest in the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the title insurance policies insuring marketability of title to the said parcels shall be delivered to the state.

RECEIVED
CONTRACTS SECTION
ENVIRONMENTAL PROTECTION
2001 DEC 19 PM 2:25
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Shirley,
[Signature]
Eric M. Maister III, Chief
Bureau of Land Acquisition

EFK:rah

cc: Robert A. Hicks
Janet Heath
Leah Owens, OGT

"More Protection, Less Process"

Printed on recycled paper.

Florida Department of
Environmental Protection

Memorandum

Date: June 18, 2007

To: Kathy Miklus, Planning Manager
Title and Land Records Section
Mail Station 108

From: Shereè Butler, Administrative Assistant on behalf of
LaShae Grice Dickens, Administrative Assistant II
Bureau of Land Acquisition, Closing Section
Mail Station 115
Fax: (850) 245-2719



RE: DEED PACKAGE

Project: OGT / Lehigh Greenway Rail Trail
Seller: Florida Landmark Communities, Inc. successor to
Palm Coast Holdings, Inc.
FLAIR Price: **\$282,000.00** (FLAIR Cost \$282,800)
Date Closed: 12/29/00
Acreage: 194.95
County: Flagler
Project Manager: OGT, DEP / Office of Greenway and Trails
BLA Review No: 994865 & 800495

Attached are the following documents for the above referenced project:

X The Original Title Policy ✓

**NOTE: The original recorded deed and all other documentation was sent on
March 21, 2005.**

Received by: Jeremy Bannerman
Title and Land Records Section

Date: 6-26-2007

! Please return a signed copy of memo to La'Shae Dickens via fax or inner
office mail as acknowledgement of receipt..

Copies: Closing File, lgd

Florida Department of
Environmental Protection

Memorandum

Date: March 21, 2005

To: Kathy Miklus, Planning Manager
Title and Land Records Section
Mail Station 108

From: LaShae Grice Dickens, Administrative Assistant I
Bureau of Land Acquisition, Closing Section
Mail Station 115
Fax: (850) 245-2719

RE: DEED PACKAGE

Project: OGT / Lehigh Greenway Rail Trail
Seller: Palm Coast Holdings
Purchase Price: \$282,000
Date Closed: 12/29/2000
Acreage: 194.95
County: Flagler
Project Manager: OGT DEP/office Greenways
BLA Review No: 994865 *and Trails*

← Florida Landmark
Communities, Inc.
Successor to
Palm Coast
Holdings, Inc.

FLAIR cost = \$282,800

Attached are the following documents for the above referenced project:

- X Copy Of the Title Policy ✓
- X The Original Recorded Deeds (2) OR 731 Pg 1653 and ✓
*OR 731 pg 1656.

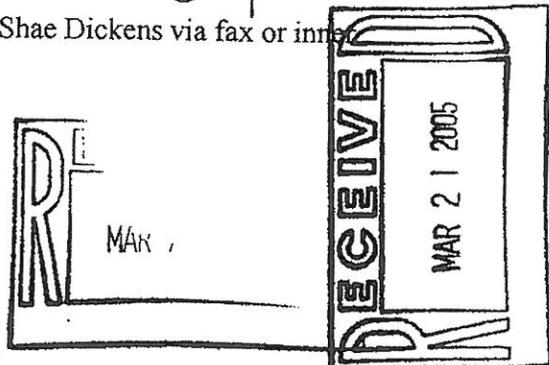
Received by: Kathy Miklus
Title and Land Records Section

Date: 3/21/2005

Note: 2nd deed *
is from ITT
Community Development
Corp.

! Please return a signed copy of memo to La'Shae Dickens via fax or in
office mail as acknowledgement of receipt.

Copies: Closing File





Department of Environmental Protection

Jeb Bush
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

STATE OF FLORIDA

COUNTY OF LEON

CERTIFICATE

I, Judy A. Brooks, do hereby certify that the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, met on May 9, 2000, and approved the following Item 5 on the agenda for that date.

Item 5 Palm Coast Holdings, Inc. Option Agreement/Lehigh Greenway Rail Trail Project

REQUEST: Consideration of an option agreement to acquire 195.73 acres within the Lehigh Greenway Rail Trail project under the Preservation 2000 Florida Greenways and Trails program from Palm Coast Holdings, Inc.

COUNTY: Flagler

APPLICANT: Department of Environmental Protection, Office of Greenways and Trails

LOCATION: Sections 34, 35 and 36, Township 11 South, Range 30 East; Sections 31 and 32, Township 11 South, Range 31 East; Sections 01, 02 and 03, Township 12 South, Range 30 East; and Sections 03, 04, 05, 06 and 40, Township 12 South, Range 31 East

CONSIDERATION: \$282,800

REVIEW NO.	PARCEL	ACRES	APPRAISED BY Rex (02/11/99)	APPROVED VALUE	SELLER'S PURCHASE PRICE	TRUSTEES' PURCHASE PRICE	OPTION DATE
000802	Palm Coast	195.73	\$285,800	\$282,800*	**	\$282,800	150 days after BOT approval
994865							

* The approved value was adjusted to reflect the revised acreage.

** According to the seller the property was acquired as part of a bulk sale of multiple land parcels, lots and accounts receivable for a purchase price of \$33,631,926. \$17,565,194 was allocated to land parcels, of which this parcel was a part.

STAFF REMARKS: The Lehigh Greenway Rail Trail project has been identified on the Department of Environmental Protection (DEP), Office of Greenways and Trails' (OGT) approved acquisition list. This acquisition was negotiated by the Division of State Lands

"More Protection, Less Process"

Certificate for Item 5
May 9, 2000 Trustees Agenda
Page Two

(DSL) on behalf of the OGT under the Preservation 2000 Florida Greenways and Trails program. The project contains 195.73 acres, of which these are the first to be acquired. After the Board of Trustees approves this agreement, the project will be complete.

This property is being acquired using federal acquisition procedures in accordance with the Federal Intermodal Surface Transportation Efficiency Act and the Code of Federal Regulations Title 49. On June 22, 1999, the Board of Trustees approved a recommendation to substitute the land acquisition procedures of the Federal Highway Administration for the State of Florida's procedures outlined in section 259.041, F.S., for the projects that qualify for federal enhancement funding, as administered by the Florida Department of Transportation.

All mortgages and liens will be satisfied at the time of closing. There are several easements encumbering the property. The easements include an overpass easement for I-95; a non-exclusive easement and/or right of way for ingress and egress, maintenance and improvement of the easement property and the road crossing, installation and maintenance of culverts and drainage facilities; and a high-voltage, overhead power line easement. All known easements and encumbrances were taken into consideration by the appraiser in his determination of value. The agreement allows for a reserved access easement in favor of the seller over a portion of the property to provide ingress and egress to that portion of the seller's property that is bisected by the railroad spur. This easement will be subject to the satisfaction and requirements of the DSL. The Bureau of Appraisal has determined that, as long as the easement does not affect management, it will not affect the value of the property. The OGT and the Flagler County Public Works Department (County), the future managing agencies, are willing to manage the property with the encumbrances. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them as appropriate. Therefore, DEP staff will review, evaluate and implement the most appropriate resolution for these and any other title issues that arise prior to closing.

A title insurance policy, a survey, an environmental site evaluation and, if necessary, an environmental site assessment will be provided by the purchaser prior to closing.

The acquisition of this parcel will provide recreational opportunities for the general public as well as a link in the ever-growing system of pathways, trails, public parks and greenspaces throughout Flagler County. The project also passes directly through the future center of Palm Coast and may grow to be an intricate part of the Town Center activities, thereby providing an alternative mode of transportation for the residents and visitors alike.

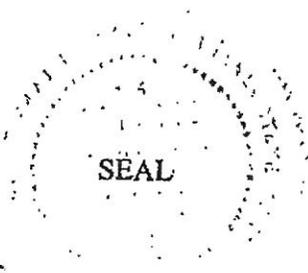
The OGT will be the interim manager of the property with the County as the long-term manager. The property will be managed as the Lehigh Greenway Rail Trail.

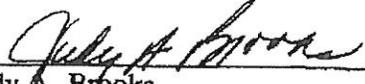
Certificate for Item 5
May 9, 2000 Trustees Agenda
Page Three

This acquisition is consistent with section 187.201(10), F.S., the Natural Systems and Recreational Lands section of the State Comprehensive Plan.

RECOMMEND APPROVAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Board of Trustees of the Internal Improvement Trust Fund on this 9th day of May A.D., 2000.





Judy A. Brooks
Cabinet Affairs Director

Florida Department of
Environmental Protection

Memorandum

Date: January 3, 2001

To: Tracy Peters, Planning Manager
Bureau of Public Land Administration
Mail Station 130

From: Norma Waters
Bureau of Land Acquisition
Mail Station 115

Re: Notification of Closing
Project: OGT/Lehigh Greenway Rail Trail
Seller: Palm Coast Holding, Inc.
BLA Review No.: ~~000802~~ 994865

*sent to for
lease in
Jan 2001*

Attached is the following documentation for the subject closing that took place on December 29, 2000.

- X - Board of Trustees Certification/Delegation
- X - Survey Review Memo
- X - Appraisal Review Memo
- X - Executed Deed of Conveyance
- Location Map
- X - ESA/ESO Review

Received by: _____
Public Land Administration



Project to be managed by: OGT will be the Interim Manager, and Flagler County will be the
Long-term Manager

* Please return a signed copy of this memo as acknowledgment of receipt.

/nw

cc: w/o attachments
✓ Closing File

DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND ACQUISITION SURVEY REVIEW

TO: Chris Krier
Bureau of Land Acquisition

FROM: Bruce Staskiew's, PLS
Designated Contract Manager
Bureau of Survey and Mapping

PROJECT NAME: Office of Greenways and Trails - Lehigh Greenway

OWNER'S NAME: Palm Coast Holdings

TAX I.D. NUMBER(S): Numerous

BSM OFFICE FILE NUMBER: 2059

COUNTY: Flagler

Sections 34, 35, 36	Township 11 South	Range 30 East
Sections 1, 2, 3	Township 12 South	Range 30 East
Sections 31, 32,	Township 11 South	Range 31 East
Sections 3, 4, 5, 6, 40	Township 12 South	Range 31 East

COMMENTS: Four copies of the approved survey are attached. See Attachment "A" for encumbrances and areas of apparent use.

FINAL APPROVED AREA: 194.95 acres

- The property does not border sovereignty submerged lands.
- There are documents in the public records that provide access to the acquisition parcels.
- This survey does meet the requirements of the Bureau of Survey and Mapping.
- The option agreement description does not match the survey description.
- Attached are four copies of the approved legal description.

Date Reviewed 12.29.00 By: [Signature]

Surveyor: Gordon R. Niles PLS No. 4112 Date of survey: 11/15/00

The BS&M contracted with DeGrove Surveyors (DEP Contract No. SL-781, Task14) for the survey at a cost of \$41343.00.

Attachment "A"

*Survey review
memo*

The following list represents encumbered areas not covered by recorded documents and areas of apparent use by others on to the property shown on the survey.

- 1) The area of miscellaneous dirt roads approximately 7' wide running throughout the property is 4.78 acres.
- 2) The area encumbered by the 300' wide I-95 corridor shown on page 3 for which no conveyance has been located is 0.46 acres.
- 3) The total area of the two north-south canals shown on pages 5 and 6 that are located between Belle Terre Parkway and US 1 is 2.56 acres.
- 4) The area of the canal arm that is located on the property just east of US 1 shown on page 9 is 4.45 acres.
- 5) The area of open water located within the property of the east-west canal that runs adjacent to the north line of the property is 1.03 acres.
- 6) The area between the edge of open water located within the property to the top of bank located on the property of the east-west canal that runs adjacent to the north line of the property is 4.49 acres.
- 7) The areas of Belle Terre Parkway and Old Kings Road are not included in the surveyed area.
- 8) There is a portion of the south end of a 17.1' wide concrete bridge extending approximately 12.8 feet into the north line of the property shown on page 3 containing 219 square feet.
- 9) There is a portion of a rip-rap embankment extending 1.9' into the property for a distance of 14.5' along the north line east of Old Kings Road shown on page 3 containing 27.55 square feet.
- 10) There is a wood playhouse and wood storage bin extending from 0.62'-2.42' into the property from reserved parcel A-3 shown on page 4.
- 11) There is a railroad switchbox, concrete vault and north-south power line located on the property just east of US 1 shown on page 9.
- 12) There is a north-south power line located along the west bank of the north-south canal shown on sheet 6.

This Instrument Prepared By:

Joseph R. Boyd, Esquire
Boyd, Lindsey, Branch & Sliger, P.A. P.O. Box 14267
1407 Piedmont Drive East Tallahassee, FL 32312
Tallahassee, FL 32317

Inst No: 01006066 Date: 03/08/2001
Doc Stamp-Deed : 0.70
GAIL WADSWORTH, FLAGLER County
By: [Signature] D.C. Time: 15:03:52

SPECIAL WARRANTY DEED

OFF REC 0731 PAGE 1656

THIS INDENTURE, made this 4th day of January, A.D., 2001, between ITT COMMUNITY DEVELOPMENT CORPORATION, ITT LAND CORPORATION, and CORPROP A&F, Inc., all Delaware corporations collectively, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms grantor and grantee include all the parties to this instrument and their heirs, legal representatives, successors and assigns. Grantor and grantee are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees successors and assigns forever, the following described land situate, lying and being in Flagler County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

NOTE: This document is intended to correct any defects in the Special Warranty Deed dated December 7, 1997, recorded in O.R. Book 0601, Page 1925, of the Public Records of Flagler County, Florida. The purchase price attributable to the properties conveyed by the Special Warranty Deed was included in the consideration paid for the properties conveyed by the Special Warranty Deed which was recorded in Official Records Book 553, Pages 1539 through 1840, Public Records of Flagler County, Florida (the "Original Deed") and the documentary stamps for the full purchase price were affixed to the Original Deed.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

TO HAVE AND TO HOLD the same unto the said grantee in fee simple forever.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but against none other.

IN WITNESS WHEREOF the grantor has executed these presents, the day and year first written.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION,
a Delaware corporation

By: [Signature]

Name: R. Michael Eraley
Title: Vice President

Attest: [Signature]

Name: Arlene Wilson
Title: Asst. Secretary

01/02/01
OK to sign
reviewed for legal
PME

[Signature]
Signature of First Witness

JAMES E GARDNER
Printed, Typed or Stamped Name of First Witness

[Signature]
Signature of First Witness

Eileen L. Linehan
Printed, Typed or Stamped Name of Second Witness

Eileen L. Linehan
Printed, Typed or Stamped Name of Second Witness

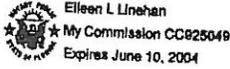
State of FLORIDA
County of FLAGLER

OFF REC 0731 PAGE 1657

The foregoing instrument was acknowledged before me this 4th day of January 2001, by R. Michael Fraley and Arlene Wilson as Vice President and Asst. Secretary respectively, of ITT Community Development Corporation. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



Eileen L. Linehan
Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

James E. Gardner
Signature of First Witness
James E. Gardner
Printed, Typed or Stamped Name of First Witness
Eileen L. Linehan
Signature of First Witness
Eileen L. Linehan
Printed, Typed or Stamped Name of Second Witness

ITT LAND CORPORATION,
a Delaware Corporation
By: R. Michael Fraley
Name: R. Michael Fraley
Title: Vice President

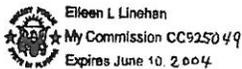
Attest: Arlene Wilson
Name: Arlene Wilson
Title: Assistant Secretary

State of FLORIDA
County of FLAGLER

The foregoing instrument was acknowledged before me this 4th day of January 2001, by R. Michael Fraley and Arlene Wilson as Vice President and Asst. Secretary respectively, of ITT Land Corporation. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)



Eileen L. Linehan
Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

CORPROP A&F, Inc.,
a Delaware Corporation

By: R. Michael Fraley

Name: R. Michael Fraley
Title: Vice President

Attest: Arlene Wilson

Name: Arlene Wilson
Title: Assistant Secretary

James E. Gardner
Signature of First Witness

James E. Gardner
Printed, Typed or Stamped Name of
First Witness

Eileen L. Linahan
Signature of First Witness

Eileen L. Linahan
Printed, Typed or Stamped
Name of Second Witness

State of FLORIDA

County of FLAGLER

The foregoing instrument was acknowledged before me this 4th day of January,
2001, by R. Michael Fraley and Arlene Wilson as
Vice President and Asst. Secretary respectively, of
Corprop A&F, Inc. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

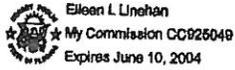
(NOTARY PUBLIC SEAL)

Eileen L. Linahan
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____



LEGAL DESCRIPTION

OFF REC 0731 PAGE 1659

PARCEL A

A PARCEL OF LAND LYING WEST OF OLD KINGS ROAD WITHIN THE FOLLOWING GOVERNMENT SECTIONS, GOVERNMENT SECTIONS 34, 35 AND 36, TOWNSHIP 11 SOUTH, RANGE 30 EAST, GOVERNMENT SECTIONS 31 AND 32, TOWNSHIP 11 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 1, 2 AND 3, TOWNSHIP 12 SOUTH, RANGE 30 EAST, GOVERNMENT SECTIONS 5 AND 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF GOVERNMENT SECTION 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE SOUTH 01 DEGREE 25 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SECTION 5 A DISTANCE OF 130.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 01 DEGREE 25 MINUTES 55 SECONDS EAST A DISTANCE OF 60.00 FEET; THENCE DEPARTING THE EAST LINE OF SECTION 5 SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST A DISTANCE OF 155.79 FEET; THENCE SOUTH 82 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 305.65 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 8812.55 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 11 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124 FOOT R/W) A DISTANCE OF 410.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 8758.39 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 21 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, A DISTANCE OF 410.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 5501.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 03 DEGREES 38 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 109.56 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT SECTION 3, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE NORTH 89 DEGREES 02 MINUTES 14 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (300 FOOT R/W) A DISTANCE OF 75.24 FEET; THENCE NORTH 03 DEGREES 38 MINUTES 51 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (300 FOOT R/W) A DISTANCE OF 90.73 FEET; THENCE DEPARTING U.S. HIGHWAY NO. 1, NORTH 89 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 20280.83 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 32 SECONDS EAST A DISTANCE OF 105.01 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 3159.35 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE RIGHT OF WAY OF BELLE TERRE PARKWAY (150' RIGHT OF WAY)

PARCEL B

A PARCEL OF LAND LYING EAST OF INTERSTATE-95 WITHIN GOVERNMENT SECTIONS 3, 4 AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF GOVERNMENT SECTION 4, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE SOUTH 01 DEGREE 25 MINUTES 55 SECONDS EAST A DISTANCE OF 130.74 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 7493.32 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 11 SECONDS EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 3976.70 FEET TO A POINT OF CURVATURE; THENCE 735.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 93 DEGREES 39 MINUTES 41 SECONDS, A RADIUS OF 450.00 FEET, A CHORD BEARING OF SOUTH 42 DEGREES 25 MINUTES 58 SECONDS WEST AND A CHORD DISTANCE OF 656.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 23 MINUTES 52 SECONDS EAST A DISTANCE OF 160.04 FEET; THENCE SOUTH 85 DEGREES 36 MINUTES 10 SECONDS WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 04 DEGREES 23 MINUTES 52 SECONDS WEST A DISTANCE OF 221.47 FEET TO A POINT OF CURVATURE; THENCE 678.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE SOUTHWESTERLY) HAVING A CENTRAL ANGLE OF 86 DEGREES 20 MINUTES 19 SECONDS, A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 47 DEGREES 34 MINUTES 02 SECONDS WEST AND A CHORD DISTANCE OF 615.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 2553.92 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 55 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE RIGHT-OF-WAY OF OLD KINGS ROAD (66 FOOT RIGHT OF WAY).

This Document Prepared by:
Robert G. Cuff
1 Corporate Drive
Palm Coast, FL 32151

KIT PCAT

Inst No: 97024446 Date: 12/30/1997
Doc Stamp-Deed : 0.70
SYD CROSBY, FLAGLER County
By: *M. Stevens* D.C. Time: 11:29:0

SPECIAL WARRANTY DEED

Reference only
excerpt copy

THIS SPECIAL WARRANTY DEED made this 17 day of December, 1997, between ITT Community Development Corporation, ITT Land Corporation and Corprop A&F, Inc., all Delaware Corporations, collectively Grantor, and Palm Coast Holdings, Inc., a Florida corporation, whose address is 1 Corporate Drive, Palm Coast, Florida 32151-0001, Grantee.

OFF REC 0601 PAGE 1925
Reserved for Recording Information

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is acknowledged, does hereby grant and convey to the Grantee in "AS IS" condition all that land in Flagler County, Florida, specifically described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO an Easement in favor of the St. Johns River Water Management District for a one at grade crossing of no more than fifty (50') feet in width over that portion of the right of way described in Exhibit B attached hereto and made a part hereof.

NOTE: The purchase price attributable to the properties conveyed by this Special Warranty Deed was included in the consideration paid for the properties conveyed by the Special Warranty Deed which was recorded in Official Records Book 553, Pages 1539 through 1840, Public Records of Flagler County, Florida (the "Original Deed") and the documentary stamps for the full purchase price were affixed to the Original Deed.

TO HAVE AND TO HOLD THE SAME in fee simple, subject to the following covenants, restrictions, agreements and limitations:

- (1) All laws ordinances, zoning restrictions, prohibitions and regulations of competent governmental authorities.
- (2) The Palm Coast Comprehensive Land Use Plan, located in the office of the Clerk of the Circuit Court of Flagler County, Flagler County Courthouse, Flagler County, Florida.
- (3) Covenants, reservations, limitations, conditions, declarations, easements, restrictions, liens, assessments and other matters of record; and
- (4) Facts which would be disclosed by a survey or personal inspection of the land.

FURTHER SUBJECT to taxes for the year 1997, and thereafter, which Grantee assumes and agrees to pay.

AND GRANTORS do hereby warrant the title to said lands, and will defend the same against all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has executed this deed in its corporate name and its corporate seal has been affixed on the date set forth above.

WITNESSES:

ITT COMMUNITY DEVELOPMENT CORPORATION

Danielle M. Dahl
Danielle M. Dahl

By: *Lawrence G. Martin*
Lawrence G. Martin, Executive Vice President

Victoria P. Gard
VICTORIA P. GARD

Attest: *Robert G. Cuff*
Robert G. Cuff, Secretary

(Signatures & Acknowledgement Continued on Following Page)

CLYDE ROBERT
404/446-0282

This Instrument Prepared By and
Please Return To:

Sandra Stockwell, Counsel
Division of State Lands
3900 Commonwealth Blvd. M.S. #115
Tallahassee, Florida 32399-3000

AT: Boyd Lindsey, Branch: Sliger PA
PO Box 14267
Tallahassee, FL 32317

Inst No: 01006065 Date: 03/08/2001
Doc Stamp-Deed : 1974.00
GAIL WADSWORTH, FLAGLER County
By: *[Signature]* D.C. Time: 15:03:52

OFF REC 0731 PAGE 1653

**WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made this 28th day of December, A.D. 2000,
between Florida Landmark Communities, Inc., a Florida Corporation successor
by merger to Palm Coast Holdings, Inc., grantor, whose post office address is
226 E. Joel Blvd., Lehigh Acres, Florida 33972 and the BOARD OF
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA, whose post office address is c/o Florida
Department of Environmental Protection, Division of State Lands, 3900
Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000,
grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives,
successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall
include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable
considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained
and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in
Flagler County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof

Reserving unto Grantor an easement for ingress and egress over the property described in Exhibit "B"

Property Appraiser's Parcel Identification Number:

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such
interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

FLORIDA LANDMARK COMMUNITIES, INC.,
A FLORIDA CORPORATION

Eileen L. Linchan
(Signature of First Witness)

Eileen L. Linchan

Printed Name of First Witness

By: *William I. Livingston*
William I. Livingston as Division President

(CORPORATE SEAL)

Myra L. McAdams
(Signature of Second Witness)

Myra L. McAdams

Printed Name of First Witness

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 28th day of December, 2000, by William I.
Livingston as Division President of Florida Landmark Communities, Inc., a Florida Corporation. Such person(s) (Notary Public
must check applicable box):

- is personally known to me.
- produced a current driver license.
- produced _____ as identification.

Eileen L. Linchan
Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

(Notary Seal)



Eileen L. Linchan
My Commission CC925049
Expires June 10, 2004

APPROVED AS TO
FORM & LEGALITY
[Signature]
DEPARTMENT ATTORNEY
10-1-04

LEGAL DESCRIPTION

OFF REC 0731 PAGE 1654

PARCEL A

A PARCEL OF LAND LYING WEST OF OLD KINGS ROAD WITHIN THE FOLLOWING GOVERNMENT SECTIONS, GOVERNMENT SECTIONS 34, 35 AND 36, TOWNSHIP 11 SOUTH, RANGE 30 EAST, GOVERNMENT SECTIONS 31 AND 32, TOWNSHIP 11 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 1, 2 AND 3, TOWNSHIP 12 SOUTH, RANGE 30 EAST, GOVERNMENT SECTIONS 5 AND 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF GOVERNMENT SECTION 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE SOUTH 01 DEGREE 25 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SECTION 5 A DISTANCE OF 130.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 01 DEGREE 25 MINUTES 55 SECONDS EAST A DISTANCE OF 60.00 FEET; THENCE DEPARTING THE EAST LINE OF SECTION 5 SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST A DISTANCE OF 155.79 FEET; THENCE SOUTH 82 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 305.65 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 8812.55 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 11 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124 FOOT R/W) A DISTANCE OF 410.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 8758.39 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 21 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, A DISTANCE OF 410.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 5501.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 03 DEGREES 38 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 109.56 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT SECTION 3, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE NORTH 89 DEGREES 02 MINUTES 14 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (300 FOOT R/W), ALSO BEING THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 75.24 FEET; THENCE NORTH 03 DEGREES 38 MINUTES 51 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (300 FOOT R/W) A DISTANCE OF 90.73 FEET; THENCE DEPARTING U.S. HIGHWAY NO. 1, NORTH 89 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 20280.83 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 32 SECONDS EAST A DISTANCE OF 105.01 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 3159.35 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE RIGHT OF WAY OF BELLE TERRE PARKWAY (150' RIGHT OF WAY) AS RECORDED IN DEED BOOK 636, PAGES 1310-1312.

PARCEL B

A PARCEL OF LAND LYING EAST OF INTERSTATE-95 WITHIN GOVERNMENT SECTIONS 3, 4 AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF GOVERNMENT SECTION 4, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE SOUTH 01 DEGREE 25 MINUTES 55 SECONDS EAST A DISTANCE OF 130.74 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF 7493.32 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 11 SECONDS EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 3976.70 FEET TO A POINT OF CURVATURE; THENCE 735.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 93 DEGREES 39 MINUTES 41 SECONDS, A RADIUS OF 450.00 FEET, A CHORD BEARING OF SOUTH 42 DEGREES 25 MINUTES 58 SECONDS WEST AND A CHORD DISTANCE OF 656.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 23 MINUTES 52 SECONDS EAST A DISTANCE OF 160.04 FEET; THENCE SOUTH 85 DEGREES 36 MINUTES 10 SECONDS WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 04 DEGREES 23 MINUTES 52 SECONDS WEST A DISTANCE OF 221.47 FEET TO A POINT OF CURVATURE; THENCE 678.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE SOUTHWESTERLY) HAVING A CENTRAL ANGLE OF 86 DEGREES 20 MINUTES 19 SECONDS, A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 47 DEGREES 34 MINUTES 02 SECONDS WEST AND A CHORD DISTANCE OF 615.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 2553.92 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 55 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE RIGHT-OF-WAY OF OLD KINGS ROAD (66 FOOT RIGHT OF WAY).

BSM APPROVED
By BS Date 12-29

EXHIBIT " B,"

DESCRIPTION:

A parcel of land lying within Government Section 32, Township 11 South, Range 31 East and within Government Section 5, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF REFERENCE being the northwest corner of said Government Section 5, Township 12 South, Range 31 East, thence South $01^{\circ}31'08''$ East along the West Line of Section 5 a distance of 163.78 feet to a point on the southerly boundary of the Lehigh Railroad Spur Tract, thence departing said West Line North $89^{\circ}15'49''$ East along said southerly boundary a distance of 1395.15 feet to the POINT OF BEGINNING of this description, thence North $00^{\circ}44'11''$ West a distance of 200.00 feet to a point on the southerly boundary of the Subdivision Plat Pine Grove Section 28, Palm Coast, Map Book 9, Pages 51 through 66, thence North $89^{\circ}15'49''$ East along said southerly boundary a distance of 735.20 feet to the southeast corner of said Plat section 28, thence departing said Plat Pine Grove Section 28 South $00^{\circ}40'55''$ East a distance of 105.01 feet, thence North $89^{\circ}15'49''$ East a distance of 984.90 feet, thence South $00^{\circ}44'11''$ East a distance of 95.00 feet to a point on the Southerly boundary of the Lehigh Railroad Spur Tract, thence South $89^{\circ}15'49''$ West a distance of 1720.00 feet to the POINT OF BEGINNING.

EXHIBIT " C" SHEET 1 OF 1

Page 13

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**LEHIGH RAIL TRAIL GREENWAY
FLAGLER COUNTY, FLORIDA**

338929

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski
President

APPROVED AS TO
FORM & LEGALITY

S. Schurll
DEPARTMENT ATTORNEY

4-27-07

*As endorsed by
Encl. # 1*

SERIAL

OPM -

2441711

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument
- (f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed its defense as required or permitted by the provisions of this policy, The

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination; Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

Attorneys' Title Insurance Fund, Inc.
OWNER'S POLICY
Schedule A

Policy No.:
OPM-2441711

Effective Date:
March 8, 2001 @ 03:03 PM

Agent's File Reference:
DEP.PalmCoast

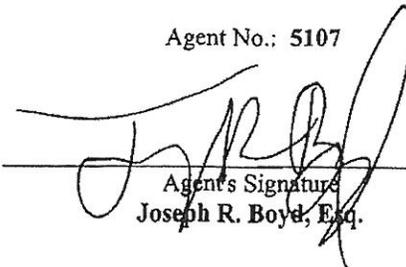
Amount of Insurance: 282,000.00

1. Name of Insured: Board of Trustees of The Internal Improvement Trust Fund of The State of Florida
2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded as Document No. 01006065 in Official Records Book 0731, Page 1653, of the Public Records of Flagler County, Florida.
3. The land referred to in this policy is described as follows:

See Attached Exhibit "A"

<p>Issuing Agent:</p> <p>Boyd, Lindsey, & Sliger, P.A. 1407 Piedmont Drive East P.O. Box 14267 Tallahassee, Florida 32317</p>

Agent No.: 5107


Agent's Signature
Joseph R. Boyd, Esq.

Attorneys' Title Insurance Fund, Inc.
OWNER'S POLICY
Schedule B

Policy No.:
OPM-2441711

Agent's File Reference:
DEP.PalmCoast

This policy does not insure against loss or damage by reason of the following exceptions:

7. Easement for a one at grade crossing of no more than 50 feet in width to St. Johns River Walter Management District as set forth in Warranty Deed recorded in O.R. Book 601, Page(s) 1925, Public Records of Flagler County, Florida.
- ~~8.~~ Reservations contained in Warranty Deed recorded in Official Records Book 26, Pages 558 Partial Release recorded in Official Records Book 87, Page 256, Public Records of Flagler County, Florida.
9. Right-of-Way Agreement for electric transmission lines recorded in O. R. Book 50, Page 332, Public Records of Flagler County, Florida.
- of 689 70. Right-of-Way Agreement for electric transmission lines to Florida Power and Light recorded in Deed Book 49, Page 9, and O. R. Book 46, Page 668, Public Records of Flagler County, Florida.
11. Ordinance creating a Municipal Service Taxing Unit recorded in O. R. Book 65, Page 475, Public of Flagler County, Florida.
12. Order amending the boundary lines of the East Flagler Mosquito Control District recorded in O. R. Book 84, Page 410, Public Records of Flagler County, Florida.
13. Right-of-Way Agreement for electric transmission lines recorded in O. R. Book 145, Page 697, Public Records of Flagler County, Florida.
14. Divison of State Planning Agreement recorded in O. R. Book 96, Page 204, Public Records of Flagler County, Florida.
15. Non-Exclusive Access Easement recorded in O.R. Book 686, Page 1596, Public Revords of Flagler County, Florida.
16. Utility Easement Agreement recorded in O. R. Book 695, Page 162, Public Records of Flagler County, Florida.
17. Less and except any rights of other to access I-95 which may run though subject property.
18. Covenants, conditons and restrictions recorded in the Deed Book 37, Page 400, Public Records of Flagler County, Florida, which are not enforable against the insured as long as the property is used for public purpose.
19. Defects or a adverse claims by ITT Community Development Corporation, ITT Land Corporation, or Corprop A & F, Inc, all Delware corporations, related to the failure to properly identify the Township in the legal description in that certain special warranty deed of Decenber 17th, 1997, to Palm Coast Holdings, Inc., recorded at O.R. Book 601, Page 1925, at Page 1927, Official Records of Flagler County, Florida.
- of 20. Any rights, interests or claims which may exist by reason of, or reflected by, the following facts shown on the survey dated November 20, 2000, revised, December 21, 2000, by Degrove Surveyors, Inc., under drawing number LEHIGH.DSWG: a.) concrete bridge shown on page 3, of 11, b.) rip-rap embankment shown on page 4, of 11 d.) power line shown on page 6 of 11 e.) railroad swithbox, concret vault and power line shown on page 9 of 11, f.) those two canals runninf north/south through the insured property, as shown on page5 and 6 of 11, f.) Top Bank and waters of Royal Palm Waterway encroaching along the north line of the inured property as shown on pages 3-7, inclusive and 9 of 11, g.) dirt roads shoen on pages 3,4,6,7,8, and 9 or 11.
21. Riparian and littoral rights are not insured.

TFI Cover Sheet

DM ID _____

Document Type: Trustees of the Internal Improvement Trust Fund Instruments

Instrument: []Deed []Lease []Easement []Permit []Management Agreement
[]Use Agreement []Disclaimer Quitclaim []Dedication []Release
[]Acts of Legislation []Other

Instrument Number: 31343

Extension: 000

File Number: 0000

Document Date: 11-04-2004

Consideration: \$ 33,000.00

Water Body: _____

Reservations / Reverter: Y/N

Original County: Flagler

Section: 4, 5

Township: 125

Range: 31E

Total Area / Area Unit: 1.86 (A) Acreage (S) Square Feet

Comments: Portion of Ladoga Greenway Rail Trail

Date prepped for scanning 7 May 2005 (CMR)

The information on this page was collected during the prep phase of scanning and is an aide for data entry. Please refer to the document for actual information.

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

QUITCLAIM DEED

Deed Number 31343

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein; and,

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did approve this transfer on the 10th day of August, 2004.

NOW, THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of Thirty-Three Thousand and No/100 Dollars (\$33,000.00) and other good and valuable considerations, to it in hand paid by Flagler County, a political subdivision of the State of Florida, as "GRANTEE," has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto GRANTEE, its successors, heirs and assigns forever, all the right, title, interest, claim and demand which GRANTOR may have in and to the following described lands in Flagler County, Florida (the "Property"), to-wit:

See Exhibit "A"

The Property is conveyed subject to the following perpetual restrictive covenants ("Restrictive Covenants") hereby imposed by GRANTOR and accepted by GRANTEE, its successors and assigns:

1. The GRANTEE shall landscape the southern boundary of the Property to provide a buffer between Seminole Woods Parkway and Lehigh Trail which is managed by GRANTEE through an existing sublease with the Department of Environmental Protection, Office of Greenways and Trails.

2. GRANTEE shall construct physical barriers on that portion of the Property located between Seminole Woods Parkway and Lehigh Trail where they pass under Interstate-95.

GRANTEE must complete items 1. and 2. above to the satisfaction of the Department of Environmental Protection, Office of Greenways and Trails, no later than the completion of the construction of the initial two-lane extension of Seminole Woods Parkway.

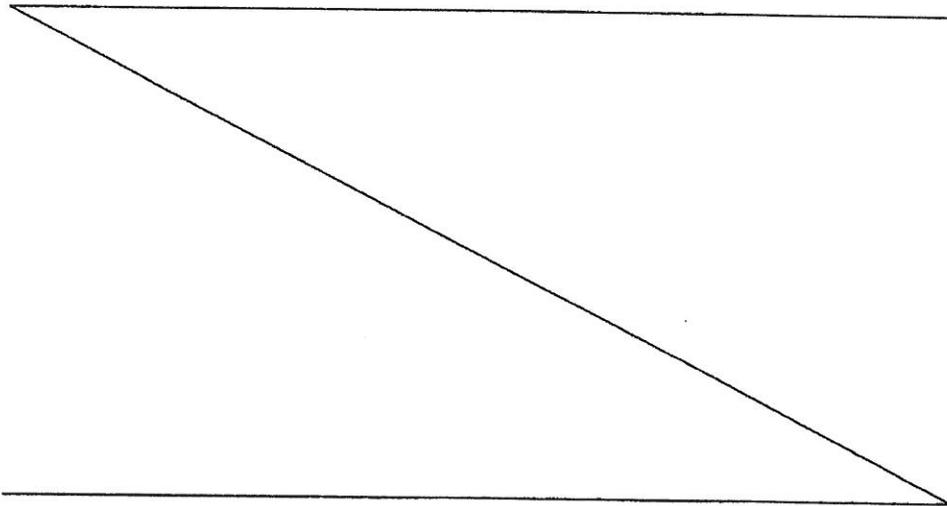
By acceptance of this deed, GRANTEE hereby agrees that the use of the Property shall be subject to these Restrictive Covenants. These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon GRANTEE and all successive owners (and all parties claiming by, through and under the owners) of the Property. Until such time as the Restrictive Covenants are released from the Property, GRANTOR shall be deemed a third party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. GRANTOR shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the provisions of these Restrictive Covenants. The failure by GRANTOR to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of GRANTOR to thereafter enforce said covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction

shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida.

GRANTEE agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which GRANTEE transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to the Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Flagler County, Florida.

TO HAVE AND TO HOLD the Property subject to all outstanding easements, reservations and other interests.

SAVING AND RESERVING unto GRANTOR and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, mineral, and metals that are or may be in, on, or under the Property and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.



IN TESTIMONY WHEREOF, the members of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA have hereunto subscribed their names and have caused the official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this 15th day of November, A.D. 2004.



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

APPROVED AS TO FORM AND
LEGALITY

By:

David Heiser
DEP Attorney

Jeb Bush
JEB BUSH
GOVERNOR

Charlie Crist
CHARLIE CRIST
ATTORNEY GENERAL

Tom Gallagher
TOM GALLAGHER
CHIEF FINANCIAL OFFICER

Charles H. Bronson
CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD
OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

This instrument prepared by:
Jim Leftheris, Senior Acquisition Review Agent
Department of Environmental Protection
Bureau of Public Lands Administration
Division of State Lands
3900 Commonwealth Blvd. MS 130
Tallahassee, Florida 32399-3000

EXHIBIT "A"

A PORTION OF THE LEHIGH GREENWAY RAIL-TRAIL, DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGE 1654, LYING IN GOVERNMENT SECTIONS 4 AND 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 4, THENCE S01°25'55"E, ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 4, A DISTANCE OF 130.74 FEET, TO A POINT OF INTERSECTION WITH THE WITH THE NORTH LINE OF SAID LEHIGH GREENWAY RAIL-TRAIL, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N89°15'49"E, A DISTANCE OF 304.75 FEET; THENCE S11°45'58"E, A DISTANCE OF 42.72 FEET; THENCE S89°15'49"W, A DISTANCE OF 726.36 FEET TO A POINT OF CURVE TO THE LEFT AN ARC LENGTH OF 25.22 AND HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 43°47'13", AND A CHORD BEARING OF S67°22'13"W, A CHORD DISTANCE OF 24.61 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 12.99 FEET AND HAVING A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 43°39'33", AND A CHORD BEARING OF S67°22'13"W, A CHORD DISTANCE OF 12.68 FEET; THENCE S89°15'49"W, A DISTANCE OF 393.64 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 141.80 FEET AND HAVING A RADIUS OF 430.05 FEET, A CENTRAL ANGLE OF 18°03'31", AND A CHORD BEARING OF S79°49'04"W, A CHORD DISTANCE OF 141.16 FEET; THENCE S89°15'49"W, A DISTANCE OF 23.49 FEET; THENCE N23°34'55"W, A DISTANCE OF 45.79 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 43.98 FEET AND HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING OF S68°34'55"W, A CHORD DISTANCE OF 39.60 FEET; THENCE S66°25'05"W, A DISTANCE OF 26.06 FEET TO A POINT OF CURVE TO THE RIGHT AN ARC LENGTH OF 12.76 FEET AND HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 22°50'45", AND A CHORD BEARING OF S77°50'27"W, A CHORD DISTANCE OF 12.68 FEET; THENCE S89°15'49"W, A DISTANCE OF 393.44 FEET; THENCE N00°44'11"W, A DISTANCE OF 34.50 FEET; THENCE N89°15'49"E, A DISTANCE OF 1,488.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS CORRECTIVE DEED IS ISSUED FOR THE SPECIFIC PURPOSE OF CORRECTING THE LEGAL DESCRIPTION OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA QUITCLAIM DEED NUMBER 31343, DATED NOVEMBER 15, 2004, AND RECORDED ON APRIL 5, 2005, IN OFFICIAL RECORDS BOOK 1225, PAGE 490, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

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

CORRECTIVE DEED

QUITCLAIM DEED NUMBER 31343 CORRECTIVE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is, by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein, and,

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did grant, bargain, sell and convey unto Flagler County certain lands described in Quitclaim Deed Number 31343 which was recorded on April 5, 2005, in Official Records Book 1225, Page 490, Public Records of Flagler County, Florida (the "Property"); and,

WHEREAS, Quitclaim Deed Number 31343 contains an erroneous legal description, and Flagler County wishes to have said legal description of the property corrected.

NOW THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable considerations, to it in hand paid by Flagler County, a political subdivision of the State of Florida, as GRANTEE, has remised, released, conveyed and quitclaimed unto GRANTEE and its successors and assigns forever, all the right, title and interest in lands located in Flagler County, Florida, more particularly described as follows:

A PORTION OF THE LEHIGH GREENWAY RAIL-TRAIL, DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGE 1654, LYING IN GOVERNMENT SECTIONS 4 AND 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 4, THENCE S 01°25'55" E, ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 4, A DISTANCE OF 130.74 FEET, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LEHIGH GREENWAY RAIL-TRAIL, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 89°15'49" E, A DISTANCE OF 304.75 FEET; THENCE S 11°45'58" E, A DISTANCE OF 42.72 FEET; THENCE S 89°15'49" W, A DISTANCE OF 726.36 FEET TO A POINT OF CURVE TO THE LEFT AN ARC LENGTH OF 25.22 AND HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 43°47'13", AND A CHORD BEARING OF S 67°22'13" W, A CHORD DISTANCE OF 24.61 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 12.99 FEET AND HAVING A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 43°39'33", AND A CHORD BEARING OF S 67°22'13" W, A CHORD DISTANCE OF 12.68 FEET; THENCE S 89°15'49" W, A DISTANCE OF 393.64 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 141.80 FEET AND HAVING A RADIUS OF 430.05 FEET, A CENTRAL ANGLE OF 18°03'31", AND A CHORD BEARING OF S 79°49'04" W A CHORD DISTANCE OF 141.16 FEET; THENCE S 89°15'49" W, A DISTANCE OF 23.49 FEET; THENCE N 23°34'55" W, A DISTANCE OF 45.79 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT AN ARC LENGTH OF 43.98 FEET AND HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING OF N 68°34'55" W, A CHORD DISTANCE OF 39.60 FEET; THENCE S 66°25'05" W, A DISTANCE OF 26.06 FEET TO A POINT OF CURVE TO THE RIGHT AN ARC LENGTH OF 12.76 FEET AND HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 22°50'45", AND A CHORD BEARING OF S 77°50'27" W, A CHORD DISTANCE OF 12.68 FEET; THENCE S 89°15'49" W, A DISTANCE OF 393.44 FEET; THENCE N 00°44'11" W, A DISTANCE OF 34.50 FEET; THENCE N 89°15'49" E, A DISTANCE OF 1,488.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

The Property is conveyed subject to the following perpetual restrictive covenants ("Restrictive Covenants") hereby imposed by GRANTOR and accepted by GRANTEE, its successors and assigns:

1. The GRANTEE shall landscape the southern boundary of the Property to provide a buffer between Seminole Woods Parkway and Lehigh Trail which is managed by GRANTEE through an existing sublease with the Department of Environmental Protection, Office of Greenways and Trails.
2. GRANTEE shall construct physical barriers on that portion of the Property located between Seminole Woods Parkway and Lehigh Trail where they pass under Interstate 95.

GRANTEE must complete items 1. and 2. above to the satisfaction of the Department of Environmental Protection, Office of Greenways and Trails, no later than the completion of the construction of the initial two-lane extension of Seminole Woods Parkway.

By acceptance of this deed, GRANTEE hereby agrees that the use of the Property shall be subject to these Restrictive Covenants. These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon GRANTEE and all successive owners (and all parties claiming by, through and under the owners) of the Property. Until such time as the Restrictive Covenants are released from the Property, GRANTOR shall be deemed a third party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. GRANTOR shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the provisions of these Restrictive Covenants. The failure by GRANTOR to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of GRANTOR to thereafter enforce said covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida.

GRANTEE agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which GRANTEE transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to the Restrictive

Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Flagler County, Florida.

TO HAVE AND TO HOLD the Property subject to all outstanding easements, reservations and other interests.

SAVING AND RESERVING unto GRANTOR, and its successors and assigns, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, mineral, and metals that are or may be in, on, or under the Property and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

Except as expressly set forth herein the original deed shall remain in full force and effect and is hereby ratified and confirmed as of the date of this corrective deed.

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, the undersigned as agent for and on behalf of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA has hereunto subscribed his name and has caused the official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this the 22 day of February, A.D., 2008.

(SEAL)
Board of Trustees of the
Internal Improvement Trust
Fund of the State of Florida

Maria Guerra
Witness

Maria Guerra
(Typed or Printed Name of Witness)

[Signature]
Witness

[Signature]
(Typed or Printed Name of Witness)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22 day of February, 2008, by Terry E. Wilkinson, Chief, Bureau of Survey and Mapping, 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. He is personally known to me or has produced a driver's license as identification.

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA
By: Terry E. Wilkinson
Terry E. Wilkinson, Chief
Bureau of Survey and
Mapping, 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

UNOFFICIAL DOCUMENT

Donelle J. White
State of Florida at Large,
Notary Public

Donelle J White
(Printed, Typed, or Stamped
Name of Notary)

APPROVED AS TO FORM

Commission No. _____

& LEGALITY
Sam L. Hain
DEP Attorney

My Commission Expires: _____

This instrument Prepared by
Title and Land Records Section
Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399



ADF Cover Sheet

DM ID 338930

Document Type: Agency Deed File

Original Agency: DEP/office of Greenways and Trails (749)

BLA Review Number: 994865 and 800495 *

Facility Name: Le High Greenway Rail Trail

Consideration: _____

Document Date: Jan. 4, 2001

Reservations / Reverter: _____

Original County: Flagler

Section: 34, 35, 36 / 1, 2, 3 / 31, 32 / 3, 4, 5, 6, 40

Township: 11S / 12S / 11S / 12S

Range: 30E / 30E / 31E / 31E

Total Area / Area Unit: 194.95 (A) Acreage (S) Square Feet

County Book / Page / Type: Flagler 1B 731 1P 1656, 0

OR Instrument Number: _____

Cost (PI): part of \$ 286,508⁰⁰

Comments: ITI Community Dev. Corp
AKA Palm Coast Holdings

* Both this deed and OR 731, Pg 1653 describe same land and have both BLA Review #'s 994865 and # 800495.*

deleted

prepped 3/22/2005

Inventory # 16673.0 ^{linked}
and # 16672.0 ^{cross Km}

The information on this page was collected during the prep phase of scanning and is an aide for data entry. Please refer to the document for actual information.

* See FLAIR correction form 7/19/07.

APPENDIX B

Outstanding Florida Water (OFW) Report

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Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

May 12, 2011

Robin Turner
Regional Coordinator
Office of Greenways and Trails
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 795
Tallahassee, FL 32399-3000

RE: Land Management Plan for Lehigh Greenway Rail-Trail

Dear Robin:

Thank you for your inquiry regarding the surface water quality classifications on and near the Lehigh Greenway Rail-Trail in Flagler County. The Trail does not cross any Outstanding Florida Waters (rule 62-302.700, Florida Administrative Code (FAC)). Any surface waters on the site are classified as Class III waters (rule 62-302.400(16)(b)18., FAC), which is the statewide default classification.

If you have any questions or need additional information, please feel free to contact me at the letterhead address (mail station 6511), by phone at 850/245-8429, or via E-mail at Eric.Shaw@dep.state.fl.us.

Sincerely,

A handwritten signature in black ink that reads "Eric R. Shaw".

Eric R. Shaw
Environmental Manager
Standards and Assessments Section

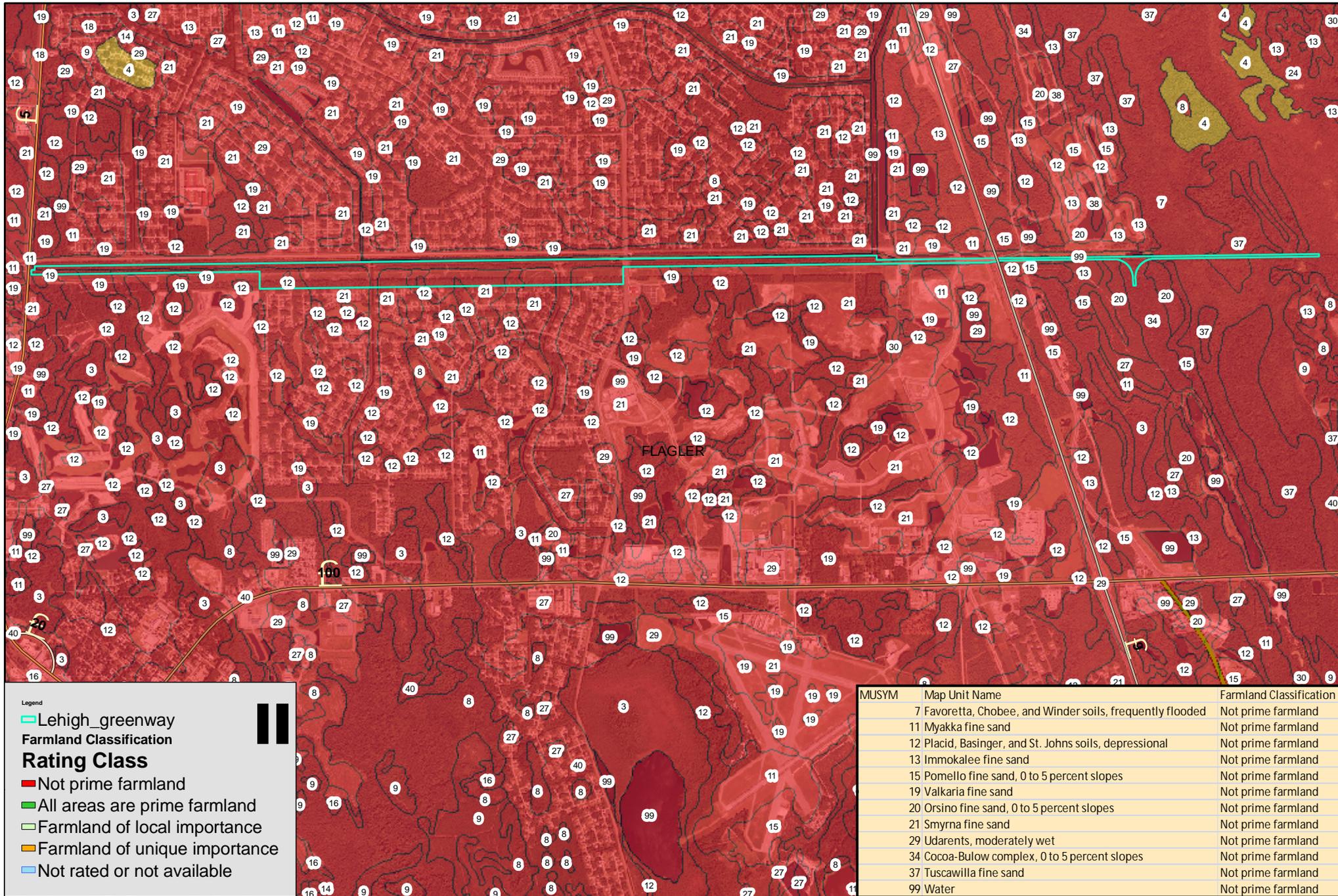
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APPENDIX C

**U.S Department of Agriculture, Natural Resources
Conservation Service (USDA, NRCS) Soils Report**

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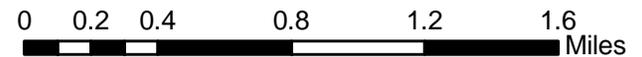
Lehigh Greenway: Farmland Classification



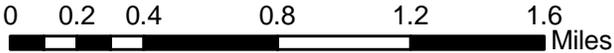
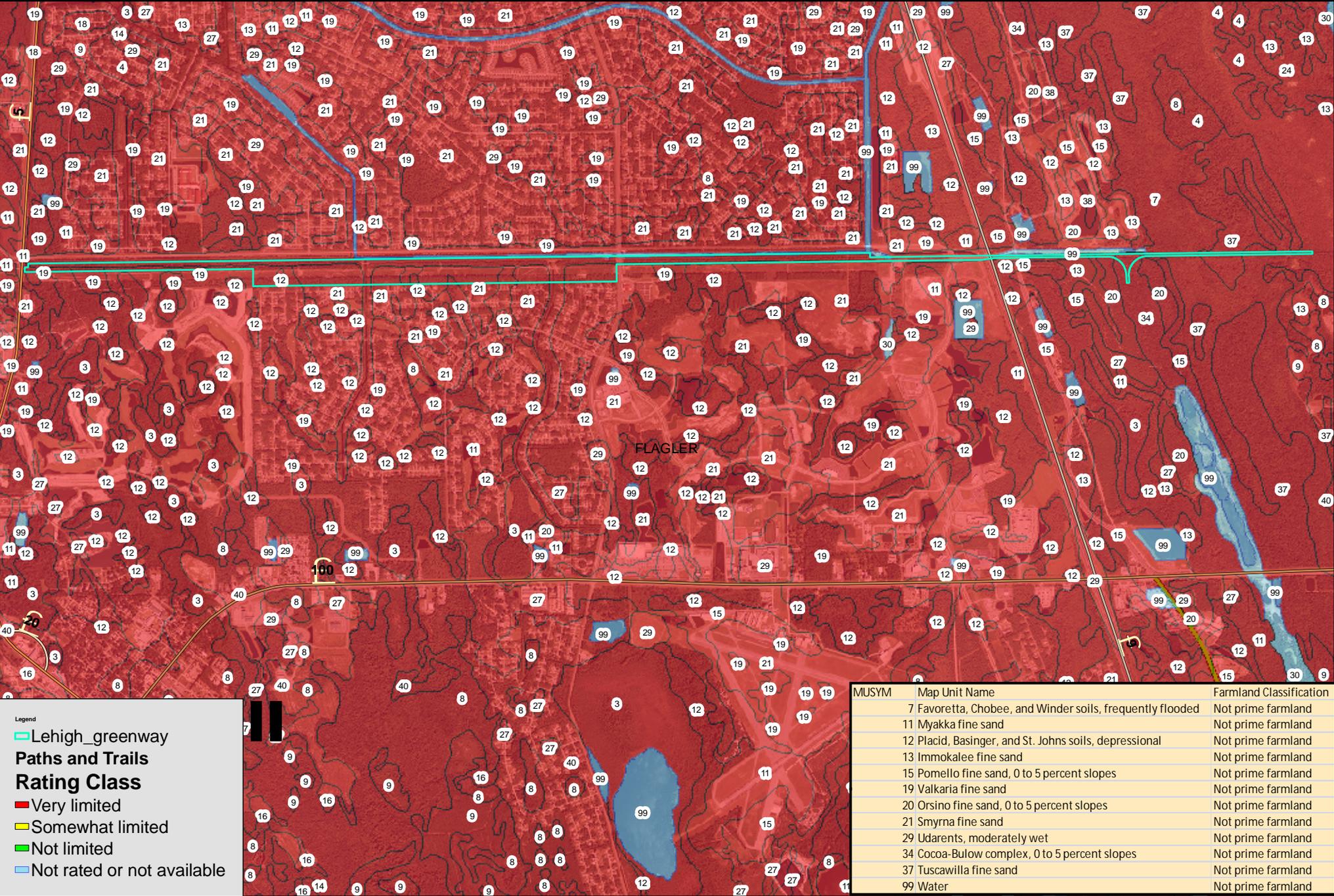
Legend

- Lehigh_greenway
- Farmland Classification**
- Rating Class**
- Not prime farmland
- All areas are prime farmland
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available

MUSYM	Map Unit Name	Farmland Classification
7	Favoretta, Chobee, and Winder soils, frequently flooded	Not prime farmland
11	Myakka fine sand	Not prime farmland
12	Placid, Basinger, and St. Johns soils, depressional	Not prime farmland
13	Immokalee fine sand	Not prime farmland
15	Pomello fine sand, 0 to 5 percent slopes	Not prime farmland
19	Valkaria fine sand	Not prime farmland
20	Orsino fine sand, 0 to 5 percent slopes	Not prime farmland
21	Smyrna fine sand	Not prime farmland
29	Udarents, moderately wet	Not prime farmland
34	Cocoa-Bulow complex, 0 to 5 percent slopes	Not prime farmland
37	Tuscawilla fine sand	Not prime farmland
99	Water	Not prime farmland



Lehigh Greenway: Paths and Trails



Paths and Trails

Aggregation Method: Dominant Condition
Tie-break Rule: Higher

Flagler County, Florida
Survey Area Version and Date: 7 - 01/28/2010

Map symbol	Map unit name	Rating	Component name and % composition Rating reasons
2	Riviera fine sand	Very limited	Riviera 90% Too sandy Depth to saturated zone EauGallie 4% Too sandy Depth to saturated zone Wabasso 3% Too sandy Depth to saturated zone
3	Samsula and Hontoon soils, depressional	Very limited	Samsula, depressional 60% Depth to saturated zone Organic matter content Ponding Hontoon, depressional 33% Depth to saturated zone Organic matter content Ponding Basinger, depressional 7% Depth to saturated zone Too sandy Ponding
4	Wabasso fine sand	Very limited	Wabasso 90% Too sandy Depth to saturated zone Riviera 5% Too sandy Depth to saturated zone Malabar 5% Depth to saturated zone Too sandy
5	Pineda-Wabasso complex	Very limited	Pineda 52% Too sandy Depth to saturated zone Wabasso 42% Too sandy Depth to saturated zone Winder 3% Depth to saturated zone Too sandy
6	Favoretta clay	Not rated	Favoretta 95% Favoretta, depressional 5%
7	Favoretta, Chobee, and Winder soils, frequently flooded	Very limited	Chobee 28% Depth to saturated zone Too sandy Flooding Winder 21% Depth to saturated zone Too sandy Flooding Gator, depressional 2% Depth to saturated zone Organic matter content Ponding Pineda 1% Depth to saturated zone Too sandy

Paths and Trails

Aggregation Method: Dominant Condition
Tie-break Rule: Higher

Flagler County, Florida
Survey Area Version and Date: 7 - 01/28/2010

Map symbol	Map unit name	Rating	Component name and % composition Rating reasons
8	Hicoria, Riviera, and Gator soils, depressional	Very limited	Hicoria, depressional 41% Depth to saturated zone Too sandy Ponding Riviera, depressional 25% Depth to saturated zone Too sandy Ponding Gator, depressional 19% Depth to saturated zone Organic matter content Ponding Wabasso 5% Too sandy Depth to saturated zone Basinger, depressional 5% Depth to saturated zone Too sandy Ponding
9	EauGallie fine sand	Very limited	EauGallie 95% Too sandy Depth to saturated zone Hicoria, depressional 3% Depth to saturated zone Too sandy Ponding Riviera, depressional 2% Depth to saturated zone Too sandy Ponding
10	Winder fine sand	Very limited	Winder 93% Depth to saturated zone Too sandy Pineda 2% Depth to saturated zone Too sandy Chobee 2% Depth to saturated zone Too sandy Flooding
11	Myakka fine sand	Very limited	Myakka 89% Too sandy Depth to saturated zone Cassia 3% Too sandy Myakka, depressional 2% Depth to saturated zone Too sandy Ponding Pineda 2% Depth to saturated zone Too sandy EauGallie 2% Too sandy Depth to saturated zone Valkaria 2% Depth to saturated zone Too sandy

Paths and Trails

Aggregation Method: Dominant Condition
Tie-break Rule: Higher

Flagler County, Florida
Survey Area Version and Date: 7 - 01/28/2010

Map symbol	Map unit name	Rating	Component name and % composition Rating reasons
12	Placid, Basinger, and St. Johns soils, depressional	Very limited	Placid, depressional 42% Depth to saturated zone Too sandy Ponding Basinger, depressional 28% Depth to saturated zone Too sandy Ponding St. Johns, depressional 27% Depth to saturated zone Too sandy Ponding Hontoon, depressional 2% Depth to saturated zone Organic matter content Ponding Samsula, depressional 1% Depth to saturated zone Organic matter content Ponding
13	Immokalee fine sand	Very limited	Immokalee 95% Too sandy Depth to saturated zone St. Johns, depressional 3% Depth to saturated zone Too sandy Ponding Basinger, depressional 2% Depth to saturated zone Too sandy Ponding
14	Pineda fine sand	Very limited	Pineda 95% Depth to saturated zone Too sandy Wabasso 3% Too sandy Depth to saturated zone Winder 2% Depth to saturated zone Too sandy
15	Pomello fine sand, 0 to 5 percent slopes	Very limited	Pomello 92% Too sandy Bulow 3% Too sandy Adamsville 3% Too sandy Tavares 2% Too sandy

Paths and Trails

Aggregation Method: Dominant Condition
Tie-break Rule: Higher

Flagler County, Florida
Survey Area Version and Date: 7 - 01/28/2010

Map symbol	Map unit name	Rating	Component name and % composition Rating reasons
16	Malabar fine sand	Very limited	Malabar 83% Depth to saturated zone Too sandy EauGallie 4% Too sandy Depth to saturated zone Valkaria 4% Depth to saturated zone Too sandy Wabasso 3% Too sandy Depth to saturated zone Basinger, depressional 3% Depth to saturated zone Too sandy Ponding Hicoria, depressional 3% Depth to saturated zone Too sandy Ponding
17	Holopaw fine sand	Very limited	Holopaw 89% Depth to saturated zone Too sandy Valkaria 11% Depth to saturated zone Too sandy
18	Valkaria-Smyrna complex	Very limited	Valkaria 50% Depth to saturated zone Too sandy Smyrna 41% Too sandy Depth to saturated zone Basinger, depressional 9% Depth to saturated zone Too sandy Ponding
19	Valkaria fine sand	Very limited	Valkaria 90% Depth to saturated zone Too sandy Pineda 4% Depth to saturated zone Too sandy Riviera 3% Too sandy Depth to saturated zone Myakka 3% Too sandy Depth to saturated zone
20	Orsino fine sand, 0 to 5 percent slopes	Very limited	Orsino 85% Too sandy Cocoa 8% Too sandy Paola 7% Too sandy

Paths and Trails

Aggregation Method: Dominant Condition
Tie-break Rule: Higher

Flagler County, Florida
Survey Area Version and Date: 7 - 01/28/2010

Map symbol	Map unit name	Rating	Component name and % composition Rating reasons
21	Smyrna fine sand	Very limited	Smyrna 90% Too sandy Depth to saturated zone Pomona 5% Too sandy Depth to saturated zone Placid, depressional 5% Depth to saturated zone Too sandy Ponding
22	Astatula fine sand, 0 to 8 percent slopes	Very limited	Astatula 92% Too sandy Tavares 8% Too sandy
23	Adamsville fine sand, 0 to 3 percent slopes	Very limited	Adamsville 91% Too sandy Myakka 5% Too sandy Depth to saturated zone Smyrna 4% Too sandy Depth to saturated zone
24	Samsula and Placid soils, frequently flooded	Very limited	Samsula, frequently flooded 70% Depth to saturated zone Organic matter content Flooding Placid, frequently flooded 23% Depth to saturated zone Too sandy Flooding St. Johns, depressional 7% Depth to saturated zone Too sandy Ponding
25	Tavares fine sand, 0 to 5 percent slopes	Very limited	Tavares 88% Too sandy Astatula 6% Too sandy Cassia 6% Too sandy
26	Turnbull and Pellicer soils, tidal	Very limited	Turnbull 52% Depth to saturated zone Ponding Flooding Pellicer 43% Depth to saturated zone Flooding EauGallie 3% Too sandy Depth to saturated zone Riviera 2% Too sandy Depth to saturated zone
27	Cassia fine sand	Very limited	Cassia 88% Too sandy Adamsville 6% Too sandy Myakka 6% Too sandy Depth to saturated zone

Paths and Trails

Aggregation Method: Dominant Condition
Tie-break Rule: Higher

Flagler County, Florida
Survey Area Version and Date: 7 - 01/28/2010

Map symbol	Map unit name	Rating	Component name and % composition Rating reasons
29	Udarents, moderately wet	Very limited	Udarents, moderately wet 100% Too sandy
30	Pits	Not rated	Pits 70% Aquents 30%
31	Palm Beach gravelly sand, 0 to 8 percent slopes	Very limited	Palm Beach 90% Too sandy Orsino 10% Too sandy
32	Narcoossee, shell substratum-Welaka complex, 0 to 5 percent slopes	Very limited	Narcoossee, shell substratum 61% Too sandy Welaka 29% Too sandy Myakka 10% Too sandy Depth to saturated zone
33	Beaches	Not rated	Beaches 100%
34	Cocoa-Bulow complex, 0 to 5 percent slopes	Very limited	Cocoa 53% Too sandy Bulow 37% Too sandy Pomello 2% Too sandy Paola 2% Too sandy Placid, depressional 2% Depth to saturated zone Too sandy Ponding Orsino 2% Too sandy
35	Quartzipsamments, dredged	Very limited	Quartzipsamments, dredged 100% Too sandy
36	Bimini sand	Not rated	Bimini 87%
37	Tuscawilla fine sand	Very limited	Tuscawilla, non-hydric 70% Too sandy Depth to saturated zone Tuscawilla, hydric 23% Depth to saturated zone Too sandy EauGallie 3% Too sandy Depth to saturated zone Wabasso 2% Too sandy Depth to saturated zone Pomona 2% Too sandy Depth to saturated zone
38	Paola fine sand, 0 to 8 percent slopes	Very limited	Paola 85% Too sandy Orsino 4% Too sandy Cassia 4% Too sandy Pomello 4% Too sandy Tavares 3% Too sandy

Paths and Trails

Aggregation Method: Dominant Condition
Tie-break Rule: Higher

Flagler County, Florida
Survey Area Version and Date: 7 - 01/28/2010

Map symbol	Map unit name	Rating	Component name and % composition Rating reasons
39	Udarents, smoothed	Very limited	Udarents, smoothed 95% Too sandy Udarents, moderately wet 5% Too sandy
40	Pomona fine sand	Very limited	Pomona 95% Too sandy Depth to saturated zone Basinger, depressional 3% Depth to saturated zone Too sandy Ponding Riviera, depressional 2% Depth to saturated zone Too sandy Ponding
41	Terra Ceia muck, frequently flooded	Very limited	Terra Ceia, frequently flooded 90% Depth to saturated zone Organic matter content Flooding Placid, depressional 5% Depth to saturated zone Too sandy Ponding
99	Water	Not rated	Water 100%
100	Waters of the Atlantic Ocean	Not rated	Waters of the Atlantic Ocean 100%

Paths and Trails

Rating Options

Attribute Name: Paths and Trails

Paths and trails for hiking and horseback riding should require little or no slope modification through cutting and filling.

The ratings are based on the soil properties that affect trafficability and erodibility. These properties are stoniness, depth to a water table, ponding, flooding, slope, and texture of the surface layer.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Fair performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Aggregation Method: Dominant Condition

Aggregation is the process by which a set of component attribute values is reduced to a single value to represent the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. The components in the map unit name represent the major soils within a map unit delineation. Minor components make up the balance of the map unit. Great differences in soil properties can occur between map unit components and within short distances. Minor components may be very different from the major components. Such differences could significantly affect use and management of the map unit. Minor components may or may not be documented in the database. The results of aggregation do not reflect the presence or absence of limitations of the components which are not listed in the database. An on-site investigation is required to identify the location of individual map unit components.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be generated. Aggregation must be done because, on any soil map, map units are delineated but components are not. The aggregation method "Dominant Condition" first groups like attribute values for the components in a map unit. For each group, percent composition is set to the sum of the percent composition of all components participating in that group. These groups now represent "conditions" rather than components. The attribute value associated with the group with the highest cumulative percent composition is returned. If more than one group shares the highest cumulative percent composition, the corresponding "tie-break" rule determines which value should be returned. The "tie-break" rule indicates whether the lower or higher group value should be returned in the case of a percent composition tie.

The result returned by this aggregation method represents the dominant condition throughout the map unit only when no tie has occurred.

Tie-break Rule: Higher

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

APPENDIX D

Florida Natural Areas Inventory (FNAI) Report

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1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

May 16, 2011

Robin Turner
Office of Greenways and Trails
Florida Department of Environmental Protection
3900 Commonwealth Boulevard M.S. 795
Tallahassee, FL 32399

Dear Ms. Turner,

Thank you for requesting information from the Florida Natural Areas Inventory (FNAI). We have compiled the following information for your project area.

Project: Lehigh Greenway
Date Received: 05/16/2011
Location: Flagler 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. Additional consideration should be given to avoid and/or mitigate impacts to these natural resources, and to design land uses that are compatible with these resources.

Element Occurrences

A search of our maps and database indicates that currently we have several element occurrences mapped within 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.

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.

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.



Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

The Florida State University

Tracking Florida's Biodiversity

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.

Florida Scrub-jay Survey – U.S. Fish and Wildlife Service

This survey was conducted by staff and associates of the Archbold Biological Station from 1992 to 1996. An attempt was made to record all scrub-jay (*Aphelocoma coerulescens*) groups, although most federal lands were not officially surveyed. Each map point represents one or more groups.

This data layer indicates that there are potential scrub-jay populations on or very near your site. For additional information:

Fitzpatrick, J.W., B. Pranty, and B. Stith, 1994, Florida scrub jay statewide map, 1992-1993. U. S. Fish and Wildlife Service Report, Cooperative Agreement no. 14-16-004-91-950.

Managed Areas

Portions of the site appear to be located within the Graham Swamp Conservation Area, managed by Flagler 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/trackinglist.cfm 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. FNAI data may not be resold for profit.

This report is made available at no charge due to funding from the Florida Department of Environmental Protection, Division of State Lands.

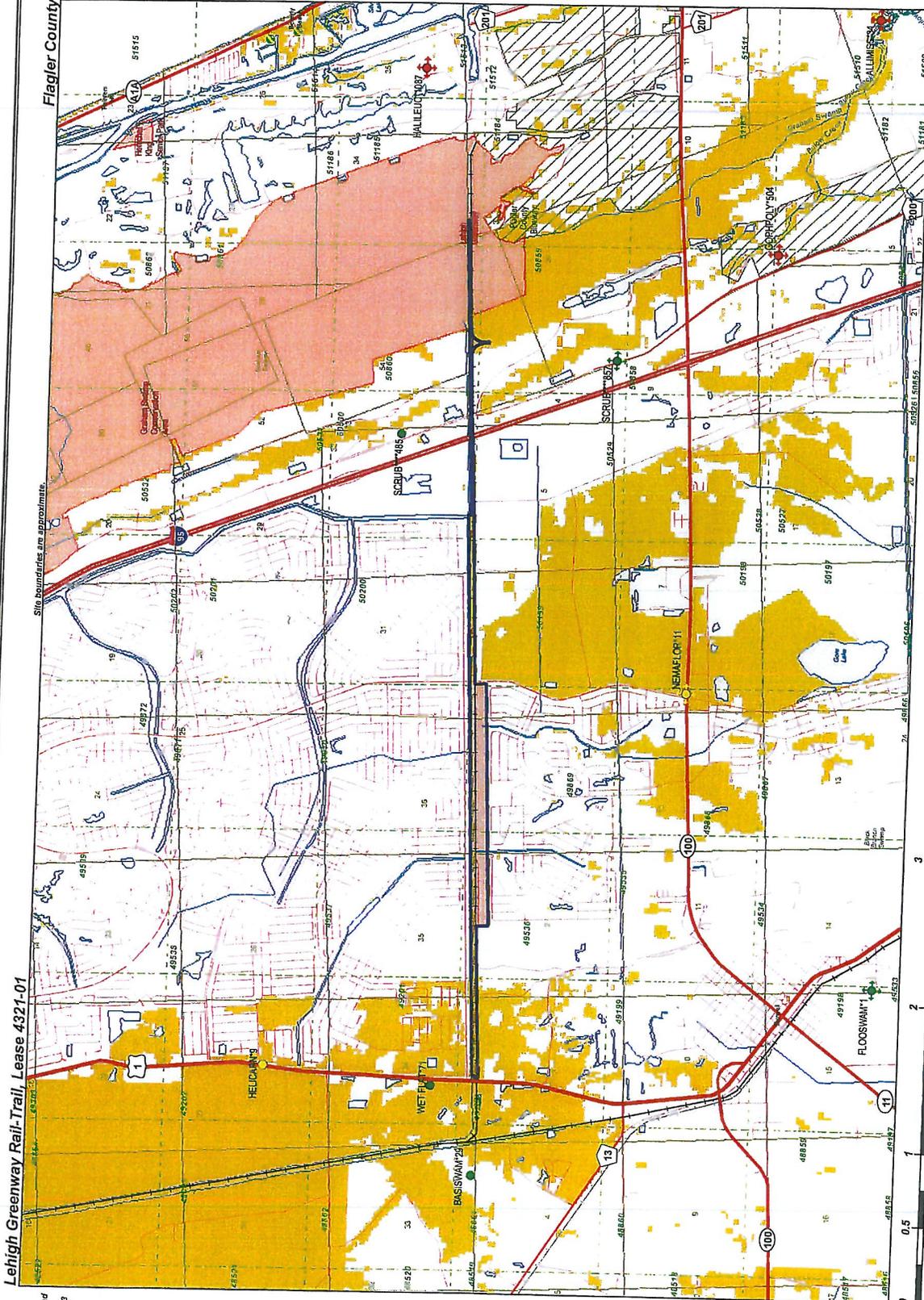
Thank you for your use of FNAI services. If I can be of further assistance, please give me a call at (850) 224-8207.

Sincerely,

Michael O'Brien

Michael O'Brien
Data Services Analyst

Encl



Flagler County

Lehigh Greenway Rail-Trail, Lease 4321-01

Map produced by MGO
Map Date: 16 May 2011

1616 Thomassville Road
Tulsa, 2808 C
Tulsa, FL 32303
(850) 224-9207
(850) 681-9364 Fax
www.fnnl.org

**FLORIDA
NATURAL AREAS
INVENTORY**

- Element Occurrences**
- Animals
 - Plants
 - Communities
 - Other
 - Data Sensitive
- Point Indicates General
Vicinity of Element**
- U.S. Fish & Wildlife Service
Scrub Jay Survey 1992-96

Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves
- Land Acquisition Projects
- Florida Forever
- Board of Trustees Projects
- FNAI Rare Species
- Habitat
- FNAI Biodiversity Matrix
- Square Mile Units
- County Boundary
- Interstate
- Turnpike
- Major Highway
- Local Road
- Railroad (inactive railroads shown in Gray)
- Water

NOTE
Map should not be interpreted without
accompanying documents.



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
(850) 224-8207
(850) 681-9364 Fax
www.fnai.org

Florida Natural Areas Inventory

DOCUMENTED ELEMENT OCCURRENCES ON OR NEAR Lehigh Greenway Rail-Trail, Lease 4321-01



Global State Federal State Observation

Map Label	Scientific Name	Common Name	Rank	Status	Listing	Date	Description	EO Comments
ALLMISS*34	<i>Alligator mississippiensis</i>	American Alligator	G5	S4	SAT	FT(S/A)	2007	1983: IN TIDAL CREEK (PNDDUT01FLUS). 2007: occasionally observed (U02DRP01FLUS). 1983: INFREQUENTLY OBSERVED (PNDDUT01FLUS).
BASISWAM*29	Basin swamp		G4	S3	N	N	2004	Drier ground surrounding swamp cutover or planted with pines. Cypress sawmill and Flagler County park on SE edge.
FLOOSWAM*1	Floodplain swamp		G4	S4	N	N	2004	CYPRESS/CABBAGE PALM SWAMP. 2004: Update to last obs date was based on interpretation of aerial photography (previous value was 1994-06-30) (U05FNA02FLUS). Basin swamp with diverse species composition of canopy. In Section 33 SE1/4, visual estimates of dominant species were: canopy 2004: Update to last obs date was based on interpretation of aerial photography (previous value was 1981-01-26) (U05FNA02FLUS). CYPRESS/CABBAGE PALM SWAMP W/ BIG (SLASH?) PINES & RED MAPLES GROWING ON OLD CYPRESS STUMPS. SOME 4' DBH HOLLOW CYPRESS. No EO data given
GOPHPOLY*504	<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	N	1984-03-13	OLD DUNE LINE, OVERSTORY IS SAND PINE. UNDERSTORY IS TYPICAL WITH OAKS AND L. FERRUGINEA. SERENOA REPENS NOT VERY DENSE. A FEW ROSEMARY. AMERICAN OLIVE WAS OBSERVED. A SIGNIFICANT ECOLOGICAL FEATURE. WHITE SAND.
HALILEUC*1087	<i>Haliaeetus leucocephalus</i>	Bald Eagle	G5	S3	N	N	2003	2005-07-12: Source does not provide a description. Nest status: Active, 2003, 2002, 2001, 2000; Unknown status or not assessed, 1999;(U03FWC01FLUS)
HELICARN*9	<i>Helianthus carnosus</i>	Lake-side Sunflower	G1G2	S1S2	N	LE	2004-09-13	1994-06-30: Wet flatwoods in fair condition and with slash pines of many ages. Dominant species were Pinus elliotii (100% cover, 4-8" DBH, 10-35' tall), Ilex glabra, Amphicarpum multenbergianum, Axonopus furcatus, and Aristida stricta. Bacopa caroliniana 2004-09-13: One small colony of 35 Helianthus carnosus plants was observed at the top edge of the US 1 swale. 1994-06-30: plants grew in an area of 10' by 20' with an eastern exposure. Six open flowers and ten closed flower buds were observed at 3:30 PM.
NEMAFLO*11	<i>Nemastylis floridana</i>	Celestial Lily	G2	S2	N	LE	1959-10-17	1959-10-17: GRASSY PINE FLATWOODS (S59WARF5FLUS) (S59WARF5FLUS). 1959-10-17: OCCASSIONAL; PERIANTH FULLY OPENED AT 5 PM; PERIANTH VIOLET; ANthers YELLOW (S59WARUF5FLUS) (S59WARF5FLUS).



1018 Thomasville Road
 Suite 200-C
 Tallahassee, FL 32303
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 (850) 681-9364 Fax
 www.fnai.org

Florida Natural Areas Inventory

DOCUMENTED ELEMENT OCCURRENCES ON OR NEAR Lehigh Greenway Rail-Trail, Lease 4321-01



Global State Federal State Observation

Map Label	Scientific Name	Common Name	Rank	Status	Listing	Date	Description	EO Comments
SCRUB****485	Scrub		G2	S2	N	N	1984-01-13 SAND PINES OF MIXED SIZE AND AGES. EXTENSIVE LICHEN MATS. SHRUBS IN UNDERSTORY NOT VERY DENSE (U88CHR01). SCRUB BEING CONVERTED TO A HOUSING DEVELOPMENT (F84STO03).	No EO data given
SCRUB****857	Scrub		G2	S2	N	N	2004 THIS SCRUB OCCURS TO THE EAST AND WEST OF OLD KINGS ROAD AND BEGINS ALMOST IMMEDIATELY NORTH OF HIGHWAY 100 INTERSECTION. IT IS OLD GROWTH SAND PINE IN SOME PLACES WITH SOME YOUNGER PINE ON SITES BURNED MORE RECENTLY (PINES 10-30 CM DBH). WIND THROWN SAN	2004: Update to last obs date was based on interpretation of aerial photography (previous value was 1984-03-13) (U05FNA02FLUS).
WET FLAT*71	Wet flatwoods		G4	S4	N	N	1994-06-30 Intermixed with larger areas of mesic flatwoods with Pinus elliotii (50-75% cover, 6-10" DBH, 40' tall maximum) and Serenoa repens (90%, 3-5'). Planted pines cover the W 1/4 of Section 34 and dominate surrounding land use.	Wet flatwoods in fair condition and with slash pines of many ages. Visual estimates of dominant species were Pinus elliotii (20-80% cover, 4-8" DBH, 10-35' tall), Ilex glabra, and Amphicarpum muhlenbergianum. One small colony of Helianthus carnosus was

APPENDIX E

Florida Fish and Wildlife Conservation Commission (FFWCC) Report

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May 19, 2011

Ms. Robin Turner
Office of Greenways and Trails
3900 Commonwealth Blvd
Tallahassee, Florida 32399-3000

Dear Ms. Turner:

This letter is in response to your request for listed species occurrence records for your project (Lehigh Greenway), located in Flagler County, Florida. No records of listed species occurrence or critical habitats from the Florida Fish and Wildlife Conservation Commission database were located within the project area. Enclosed are 8.5 x 11 maps showing listed species locations, SHCA's for the swallow-tailed kite and Cooper's hawk, prioritized SHCA's, species richness, priority wetlands for listed species, and land cover for the project area.

This letter and/or attachments should not be considered as a review or an assessment of the impact upon threatened or endangered species of the project site. It provides FWC's most current data regarding the location of listed species and their associated habitats.

Our fish and wildlife location data represents only those occurrences recorded by FWC staff and other affiliated researchers. Please note that our database does not necessarily contain records of all listed species that may occur in a given area. Also, data on certain species, such as gopher tortoises, are not entered into our database on a site-specific basis. **Therefore, one should not assume that an absence of occurrences in our database indicates that species of significance do not occur in the area.**

The Florida Natural Areas Inventory (FNAI) maintains a separate database of listed plant and wildlife species, please contact FNAI directly for specific information on the location of element occurrences within the project area. Because FNAI is funded to provide information to public agencies only, you may be required to pay a fee for this information. County-wide listed species information can be located at their website (<http://www.fnai.org>).

Please credit the Florida Fish and Wildlife Conservation Commission in any publication or presentation of these data. If you have any questions or further requests, please contact me at (850) 488-0588 or gisrequests@myfwc.com.

Sincerely,

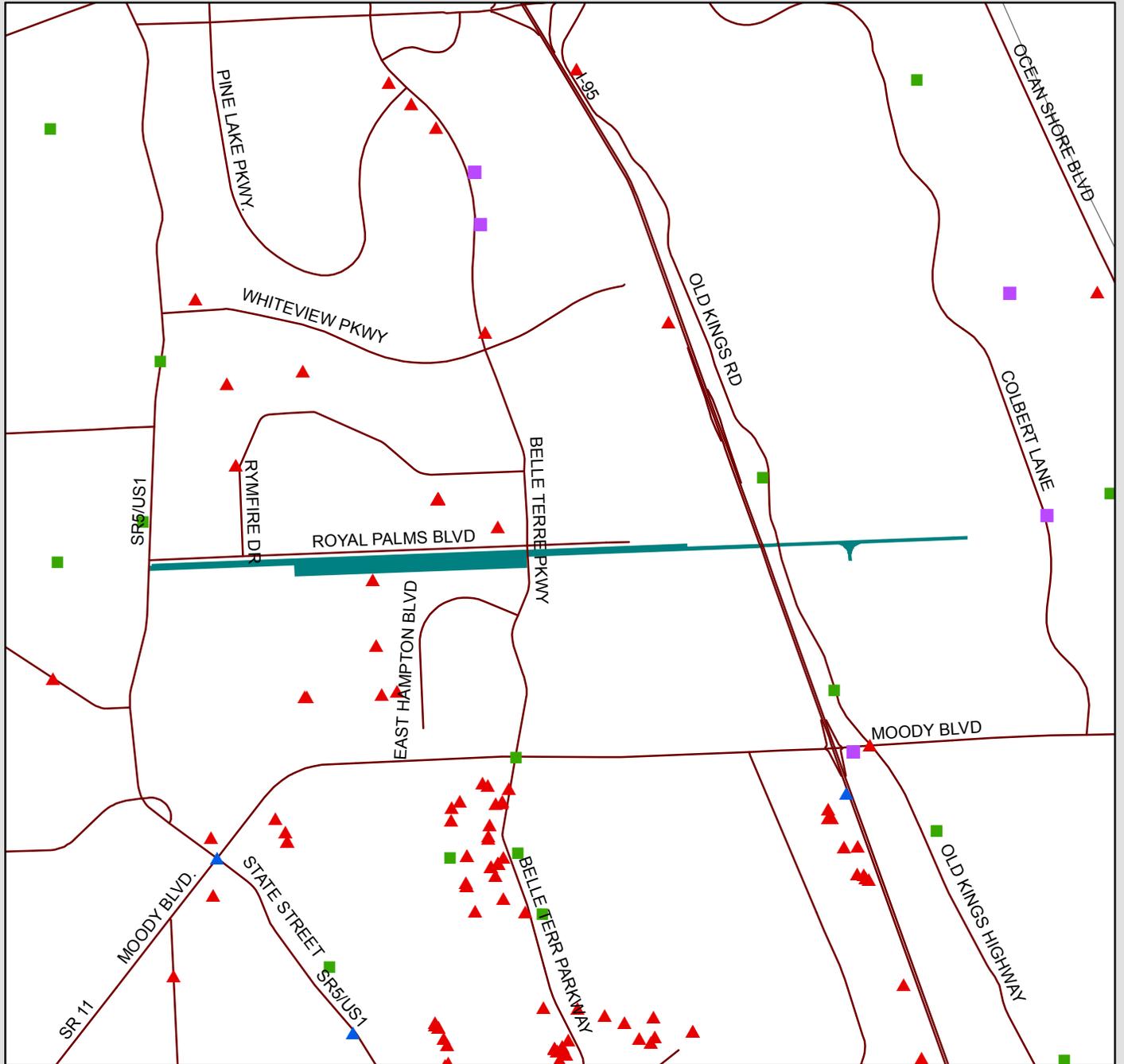


Jan Stearns
Staff Assistant

js
2011_5699
Enclosures

Species Occurrence

Lehigh Greenway



- Shore Birds Nests 2002
- ▲ Bear Calls 1980-2009
- ▲ Bear Roadkill 1976-2008
- ▲ Black Bear Telemetry
- Florida Natural Areas Inventory
- █ Lehigh Greenway
- County Boundary



2011_5699

Strategic Habitat Conservation Areas

Lehigh Greenway



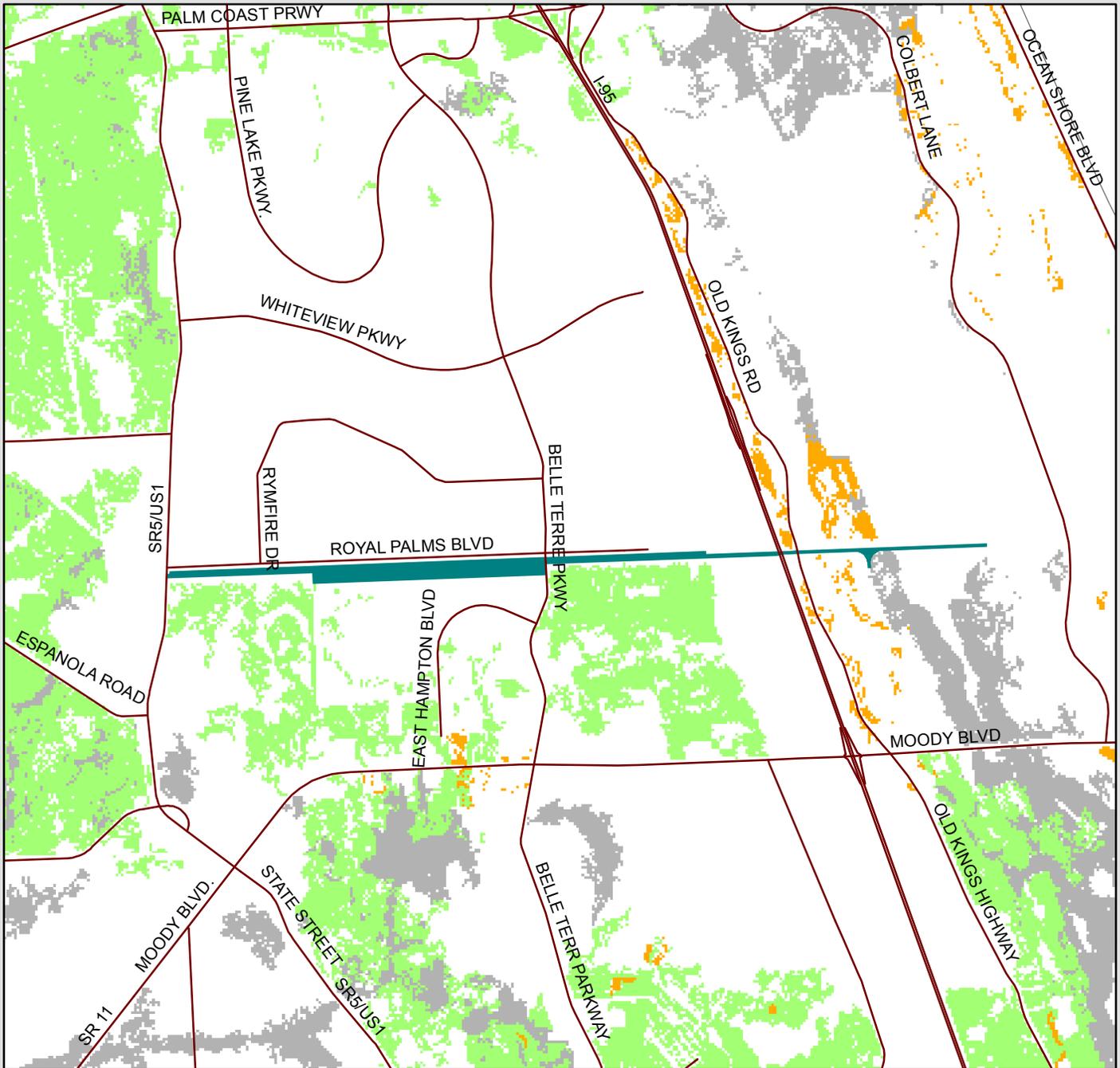
-  Strategic Habitat Conservation Areas
-  Lehigh Greenway
-  County Boundary



2011_5699

Prioritized SHCA's

Lehigh Greenway



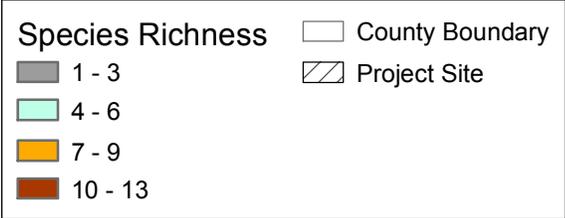
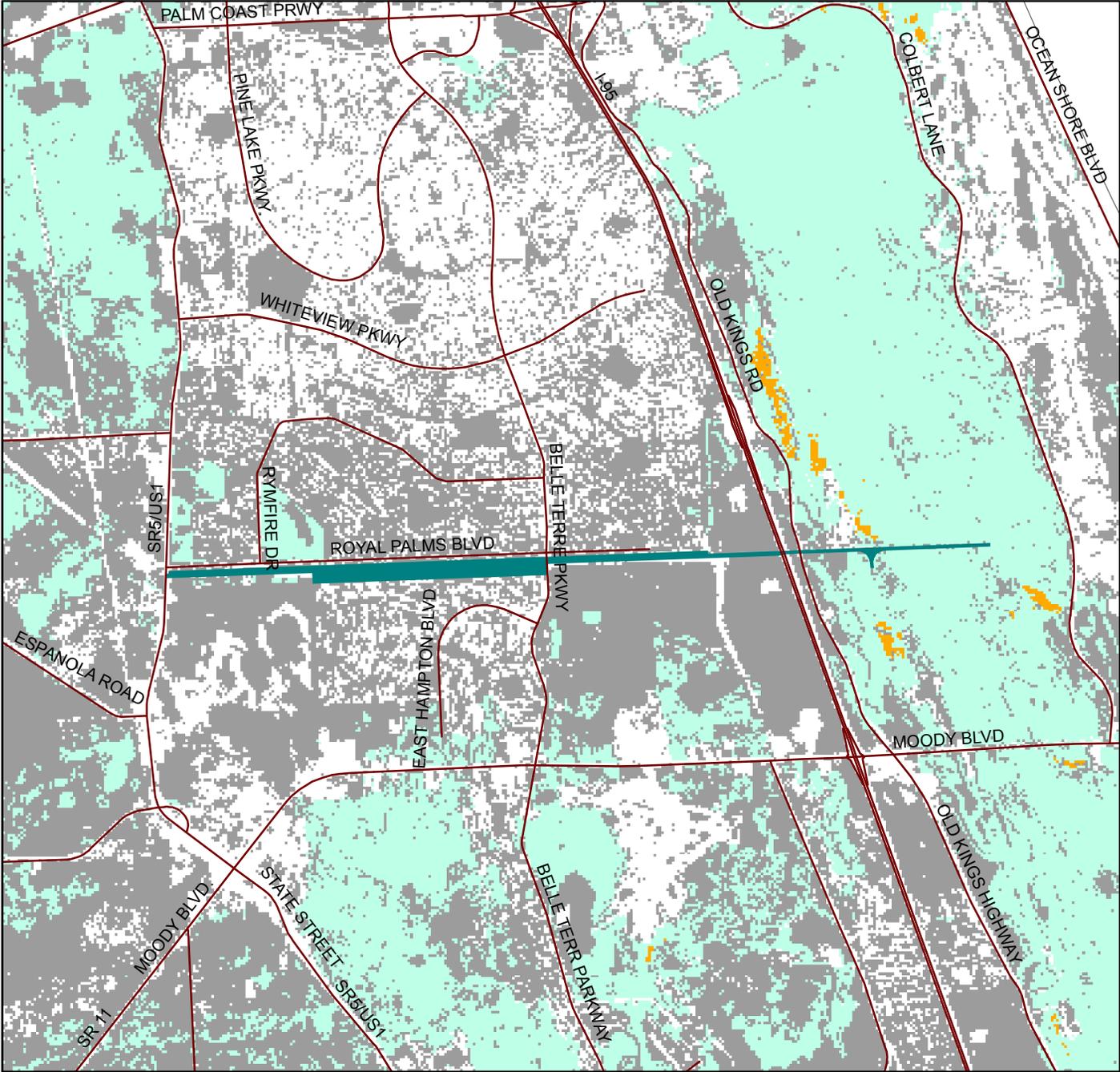
Prioritized SHCA's	County Boundary
Priority 1	Project Site
Priority 2	
Priority 3	
Priority 4	
Priority 5	



The prioritized SHCA map identifies 5 classes of SHCA based upon Heritage ranking criteria developed by The Nature Conservancy, the Natural Heritage Program Network, and the Florida Natural Areas Inventory. There are 2 possible ranks used to prioritize a species' SHCA: 1) the global rank based on a species worldwide status, and 2) the state rank based upon the species status in Florida. The state and global ranks are based upon many factors such as known occurrence locations, estimated abundance, range, amount of habitat currently protected, perceived levels of threats towards the species, and ecological fragility.

2011_5699

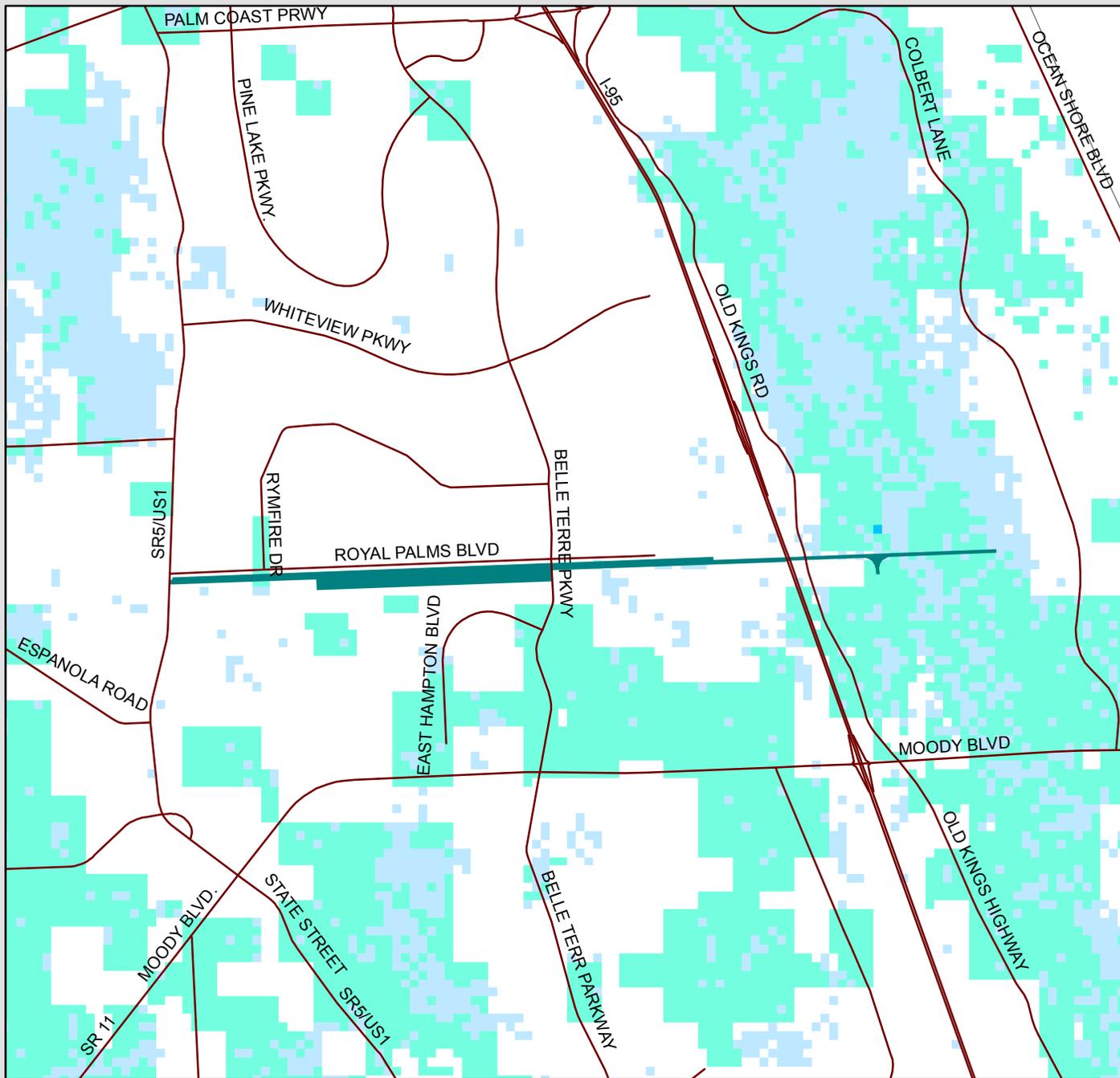
Species Richness Lehigh Greenway



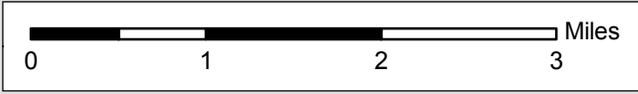
2011_5699

Priority Wetlands

Lehigh Greenway



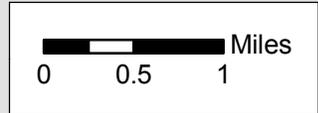
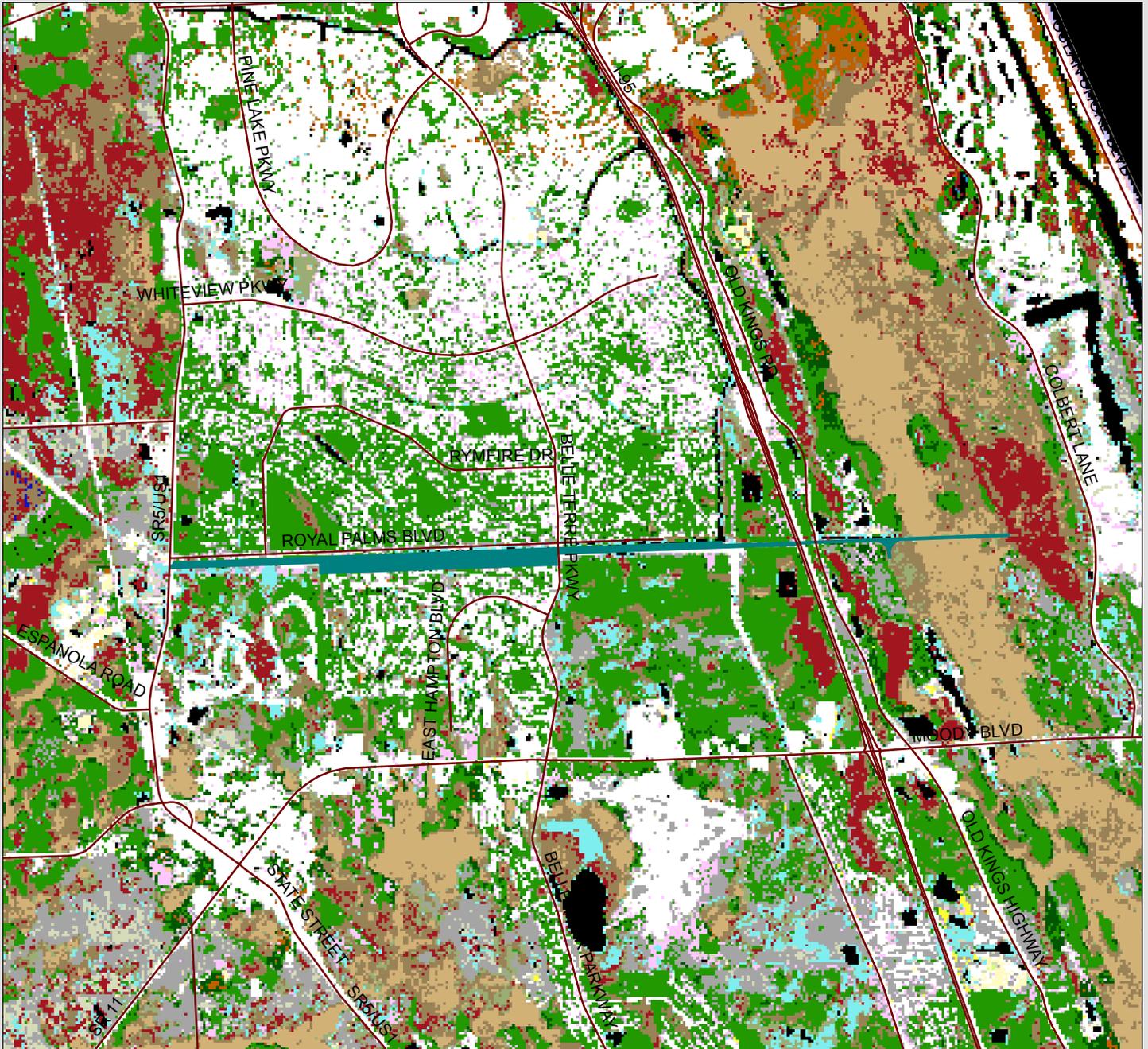
Priority Wetlands		Lehigh Greenway
	1-3 species, upland habitat	
	1-3 species, wetland habitat	
	4-6 species, upland habitat	
	4-6 species, wetland habitat	
	7-9 species, wetland habitat	



2011_5699

Florida Land Cover - 2003

Lehigh Greenway



2011_5699

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APPENDIX F

**Florida Division of Historical Resources (DHR), Florida
Master Site File (FMSF) Report**

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This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.



May 16, 2011

Robin Turner
Florida Department of Environmental Protection
Office of Greenways and Trails
3900 Commonwealth Blvd., Ste. 795
Tallahassee, FL 32399-3000
Phone: 850.245.2052
Email: Robin.Turner@dep.state.fl.us

In response to your inquiry of May 12, 2011, the Florida Master Site File lists no previously recorded archaeological sites, one resource group and no standing structures within the following managed area of Flagler County:

Lehigh Greenway

When interpreting the results of our search, please consider the following information:

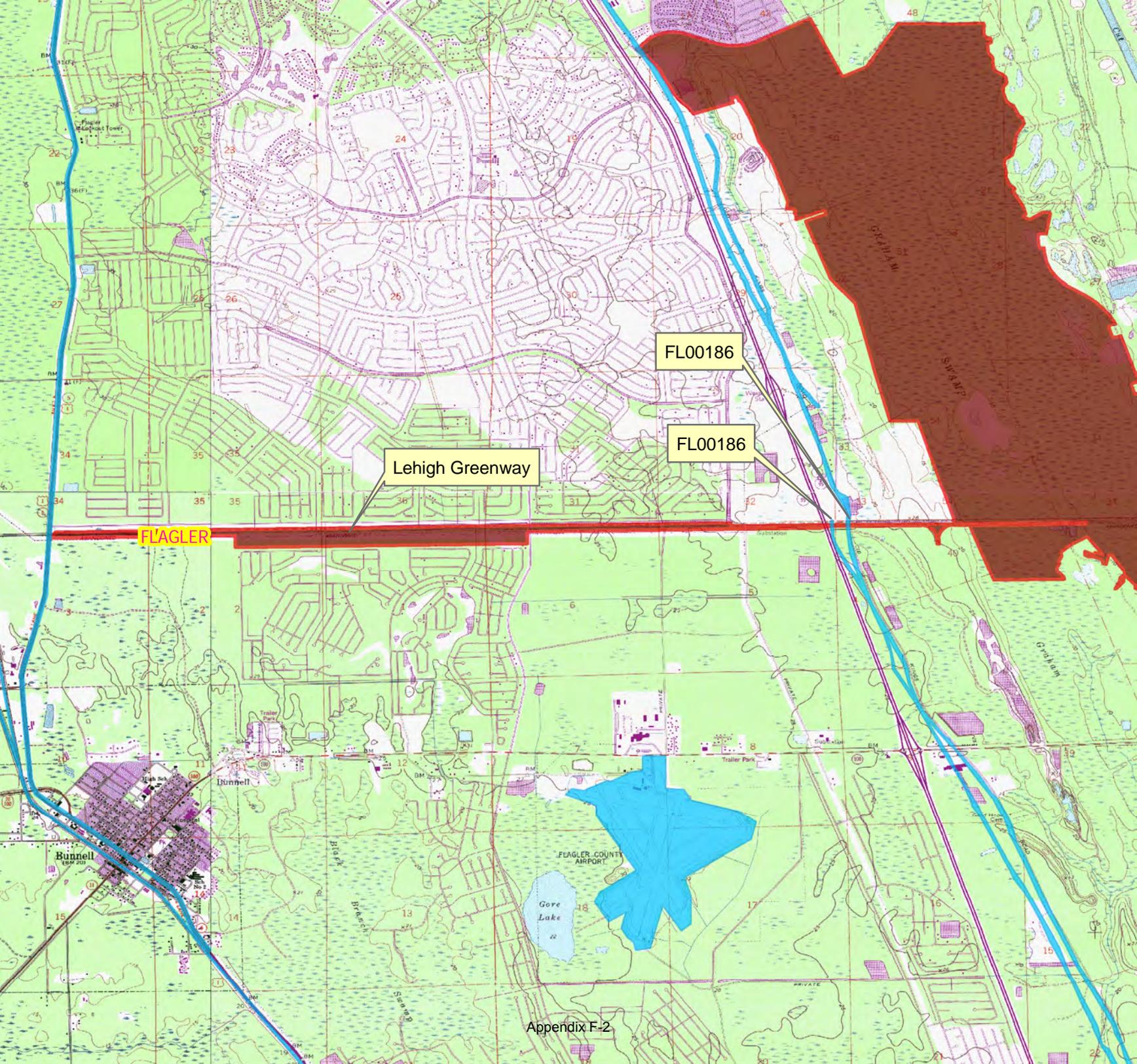
- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Celeste Ivory
Assistant Supervisor
Florida Master Site File
mcivory@dos.state.fl.us

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
850.245.6440 ph | 850.245.6439 fax | sitefile@dos.state.fl.us



FLAGLER

Lehigh Greenway

FL00186

FL00186

Bunnell

Bunnell

Gore Lake

FLAGLER COUNTY AIRPORT

CULTURAL RESOURCES REPORT

SITEID	FORMNO	T-R-S	CR	SITENAME	NRLIST	SURVEY	LOCATION	OTHER
FL00186	200912	11S/31E/18	RG	OLD KINGS ROAD	Eligib	16139	City: PALM COAST	RG Type: LINE, # Cntrib Resources: 1

1 site(s) evaluated; 1 form(s) evaluated. (1 RG)
Print date: 5/16/2011 12:41:23 PM

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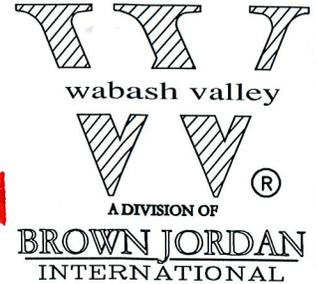
APPENDIX G

Amenity Specifications

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model no:

CN400D, CN4000, CN400P, CN400R, CN400S, CN400W,
 CN401D, CN4010, CN401P, CN401R, CN401S, CN401W,
 CN405D, CN4050, CN405P, CN405R, CN405S, CN405W,
 CN406D, CN4060, CN406P, CN406R, CN406S, CN406W,
 CN420D, CN4200, CN420P, CN420R, CN420S, **CN420W**,
 CN421D, CN4210, CN421P, CN421R, CN421S, CN421W,
 CN425D, CN4250, CN425P, CN425R, CN425S, CN425W,
 CN426D, CN4260, CN426P, CN426R, CN426S, CN426W, SP405P, SP405R



CONTEMPORARY SERIES

**WITH OPTIONAL MOUNTING
 PLATE COVERS**

4' & 6' CONTEMPORARY BENCH & LOW PROFILE
 EXPANDED METAL, WELDED WIRE, RIB, PERFORATED, SLAT & ROD
 PORTABLE & SURFACE MOUNT
 6' MEMORIAL RIB & PERFORATED BENCH

© Wabash Valley Manufacturing, Inc.

customer service:

ASSEMBLERS: If you find any parts missing or damaged, or if you're having difficulty assembling your furniture/equipment, call us at:
 Any correspondence concerning our product should be sent directly to our Customer Service Manager at:

* Before calling, have your product model number available.

1-800-253-8619 (Inside U.S.A.)
260-352-2102 (Outside U.S.A.)
 Monday thru Friday,
 8:00 AM - 4:30 PM Eastern Time
 (EXCEPT HOLIDAYS)

Wabash Valley Manufacturing, Inc.
 505 E. Main Street
 P.O.Box 5
 Silver Lake, IN 46982 U.S.A.
 FAX: 260-352-2160

maintenance:

Regular inspection and maintenance of all parts, and fasteners is necessary. Tighten all bolts and nuts. Inspect Tops, Seats, Legs, Braces and Fasteners periodically for wear or vandalism. Replace broken or worn parts immediately or take equipment out of service until repairs are made. Use genuine Wabash Valley replacement parts.

To restore plastisol coating to its luster after prolonged use, wash/rinse/dry and use Armor-All ® or similar quality vinyl protectant.

KEEP THIS ASSEMBLY/SPECIFICATION SHEET FOR FUTURE REFERENCE.

specifications:

NOTE: We reserve the right to change specifications without notice.

Heat fused poly-vinyl coating, finished on inner-metal structure, to an approximate 3/16" thickness. Framework assemblies are finished with powder coating; electrostatically applied and oven cured according to powder manufacturer's specifications. Fasteners are stainless steel to resist corrosion.

BENCH FRAME:

Main supports are constructed of 2 7/8" od x 12 gage galvanized steel tubing. Attach tubes are constructed of 2 3/8" od x 12 gage tubing. Both types of tubing are made from galvanized structural steel tubing. Mounting brackets on the legs are 10 gage sheet steel and 1/4" x 1 1/2" flat bar steel. The mounting plate covers are made of 2 piece cast aluminum. The surface mount screw-in attachments are made of steel plate 1/4" x 6" with a 5/8" threaded stud.

BENCH SEAT:

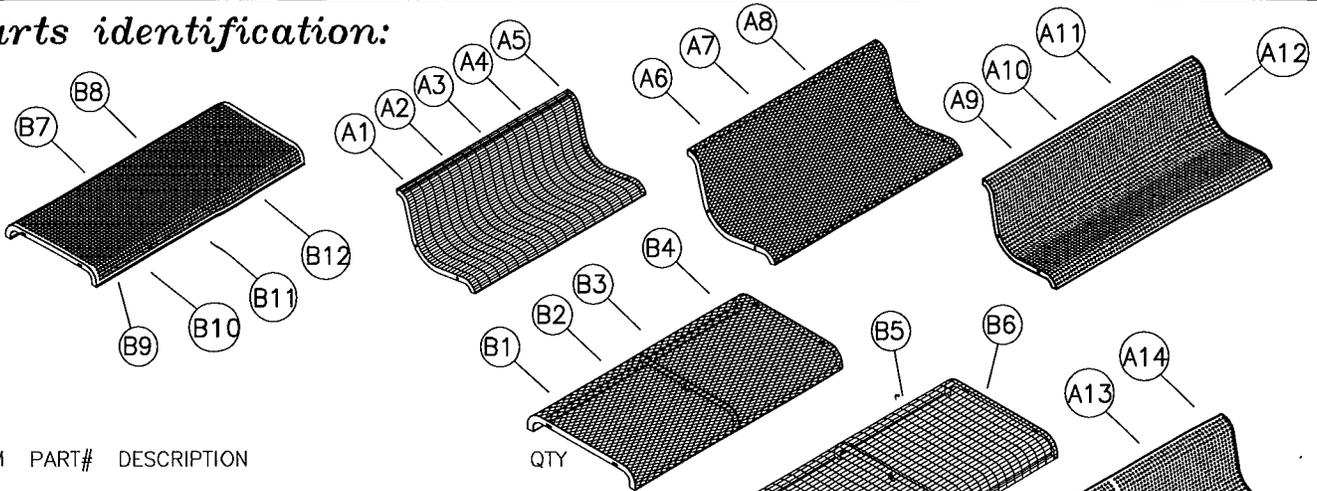
Expanded metal seat uses 3/4" #9 expanded steel. Welded wire seat uses fabricated 5 gage welded wire. Rib seats use 10 gage and perforated seats use 12 gage sheet metal. Rod is 1/2" diameter steel and slats are 1/4" x 2 1/4" flat bar. The bench's frame/mounting brackets are made from 10 gage sheet steel. Support braces, adding support to the bench's rolled-sides, are 1/4" x 1 1/4" steel flat bar.

GENERAL:

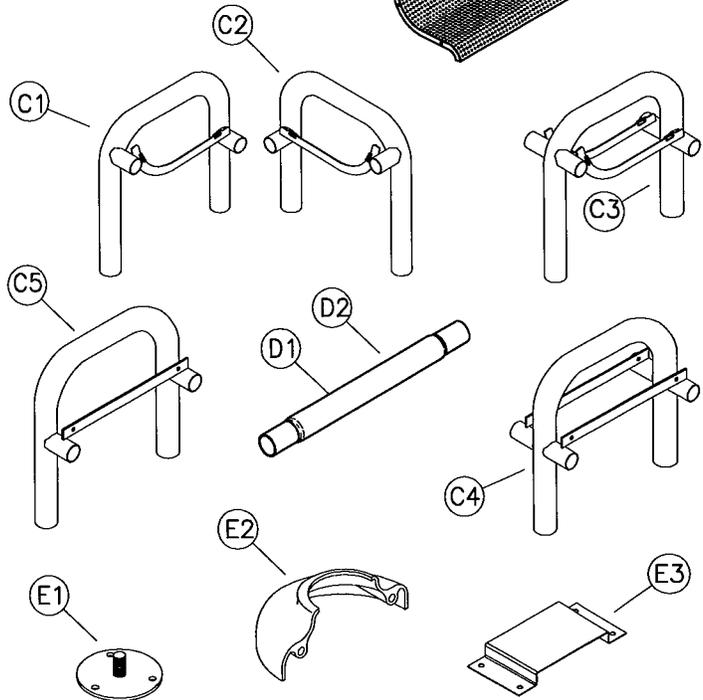
4' contour bench ground space requirements are 28" x 59". For each add-on, add an additional 53". The bench seat is 48 1/8" long x 25 1/2" wide and 16 1/2" to the top of the lowest part in the bench's seat.
 4' low profile bench ground space requirements are 30 3/8" x 59". For each add-on add an additional 53". The bench seat is 48 1/8" long x 30 3/8" wide and 16 1/2" to the top of the seat.
 6' contour bench ground space requirements are 28" x 83 1/8". For each add-on, add an additional 77 1/8".
 The bench seat is 72 1/8" long x 25 1/2" wide and 16 1/2" to the top of the lowest part in the bench's seat.
 6' low profile bench ground space requirements are 30 3/8" x 83 1/8". For each add-on add an additional 77 1/8".
 The bench seat is 72 1/8" long x 30 3/8" wide and 16 1/2" to the top of the seat.

The Memorial Plaque consists of #353 Engravers Brass Alloy.

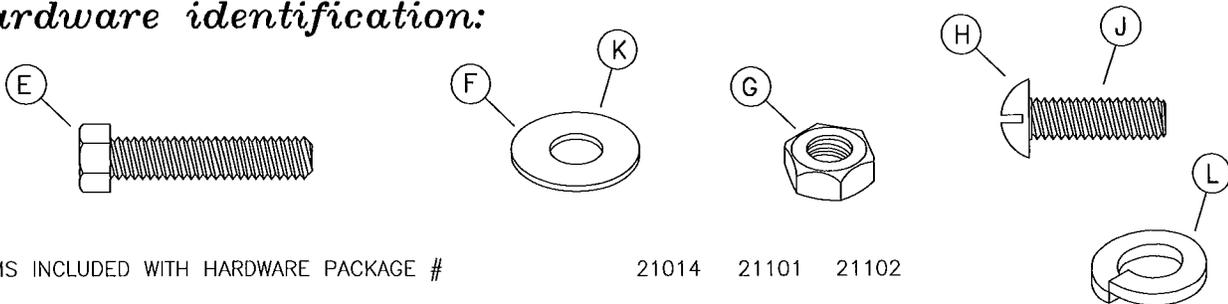
parts identification:



ITEM	PART#	DESCRIPTION	QTY
A1	7702	4' RIB BENCH	1
A2	7703	6' RIB BENCH	1
A3	7579	4' WELDED WIRE BENCH	1
A4	7577	6' WELDED WIRE BENCH	1
A5	7578	4' EXPANDED METAL BENCH	1
A6	7576	6' EXPANDED METAL BENCH	1
A7	8011	4' PERFORATED BENCH	1
A8	8012	6' PERFORATED BENCH	1
A9	8113	4' SLAT BENCH	1
A10	8112	6' SLAT BENCH	1
A11	8115	4' ROD BENCH	1
A12	8114	6' ROD BENCH	1
A13	8049	6' RIB MEMORIAL BENCH	1
A14	8050	6' PERFORATED MEMORIAL BENCH	1
B1	7704	4' RIB LOW PROFILE	1
B2	7705	6' RIB LOW PROFILE	1
B3	7659	4' EXPANDED METAL LOW PROFILE	1
B4	7660	6' EXPANDED METAL LOW PROFILE	1
B5	7661	4' WELDED WIRE LOW PROFILE	1
B6	7662	6' WELDED WIRE LOW PROFILE	1
B7	8013	4' PERFORATED LOW PROFILE	1
B8	8014	6' PERFORATED LOW PROFILE	1
B9	8119	4' SLAT LOW PROFILE	1
B10	8118	6' SLAT LOW PROFILE	1
B11	8121	4' ROD LOW PROFILE	1
B12	8120	6' ROD LOW PROFILE	1
C1	7023	LEFT LEG	1
C2	7022	RIGHT LEG	1
C3	7024	CENTER LEG	1
C4	7049	CENTER LOW PROFILE LEG	1
C5	7048	LOW PROFILE LEG	1
D1	7412	4' ATTACHED TUBE	2
D2	7413	6' ATTACHED TUBE	2
E1	7256	SURFACE MOUNT ATTACHMENT	4
E2	7121	MOUNTING PLATE COVERS (OPTIONAL)	8
E3	7167	MEMORIAL PLAQUE	1



hardware identification:



ITEMS INCLUDED WITH HARDWARE PACKAGE #			21014	21101	21102
ITEM	PART#	DESCRIPTION	QTY	QTY	QTY
E	17011	5/16-18 x 1 1/2" HEX HEAD BOLT - SS	4	0	0
F	17028	3/8" FLAT WASHER - SS	8	0	0
G	17032	5/16-18 HEX FINISH NUT - SS	4	0	0
H	17052	1/4-20 x 1" MACHINE SCREW - SS	0	2	0
J	17022	1/4-20 x 1/2" MACHINE SCREW - SS	0	0	4
K	17103	5/16" FLAT WASHER - SS	0	0	4
L	17050	5/16" SPLIT LOCK WASHER - SS	4	0	0

ASSEMBLY TOOLS REQUIRED

- 1 - REGULAR TIP SCREWDRIVER
- 2 - 1/2" WRENCHES
- 1 - 3' OR 6' LEVEL

assembly procedures:

IMPORTANT: Assemblers should be reasonably skilled in the assembly of commercial grade/heavy duty fabricated steel equipment.

To ensure proper assembly, it is suggested that you take adequate time to locate and identify each part. To prevent scratching of the finished pieces, we recommend this unit to be assembled on a clean, flat, solid, surface with a drop cloth, allowing plenty of working room. **Also please read the instructions and study the sketches very carefully.** A little extra time spent before assembly will be well worth it in performing a complete, proper assembly. Please note that all parts have been pre-cut and pre-drilled.

During the assembly process leave all bolts and nuts "finger tight", until the entire unit is completely assembled. This allows room for movement to level or adjust all seats, tops, benches, framework and braces if necessary. **After final adjustment and leveling, permanently tighten all nuts, bolts and fasteners.**

STEP 1

Free stand both right and left legs (C-) and place them approximately the distance of the attached tubes apart, with the round sleeves on each leg facing inward. Take the ends of each attach tube and insert into the round sleeves on each leg, see FIG. 1.

STEP 2

Rotate assembly (C-) upside down, attach the screw in attachments (E1), see FIG. 2. After all parts have been secured, rotate the bench to it's upright position.

STEP 3

Take the (A-/B-) bench seat and raise it above the bench's frame. Bring the bench seat down, aligning the mounting bracket, on each leg to the inside of the bench seat on each end, see FIG. 3.

NOTE: It may be necessary to push/pull each leg inward/outward to bring mounting bracket, on each leg, as close as possible to the inside of the bench seat on each end.

STEP 4

Align the holes on the ends of the bench seat, with the holes on the mounting bracket of each leg. Insert (E) screw and (G) nut, with two (F) and one (L) for each screw, into all holes.

STEP 5

Adjust the bench seat by pushing the top of the bench downward, in a rocking motion, while raising the front of the bench upward, to its most forward position. Draw the fasteners to a snug fit with wrenches, see FIG. 3.

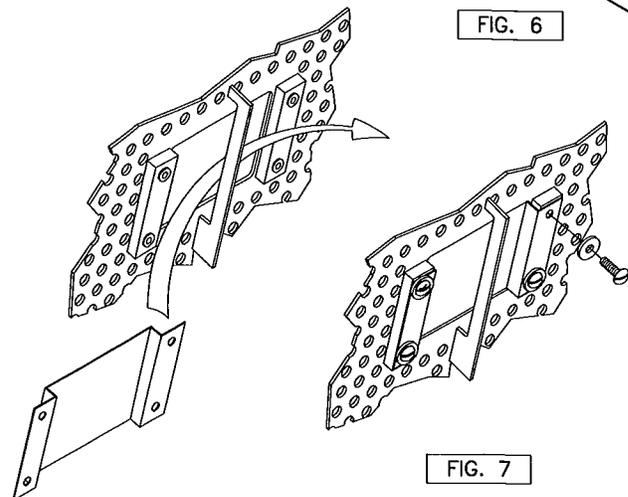
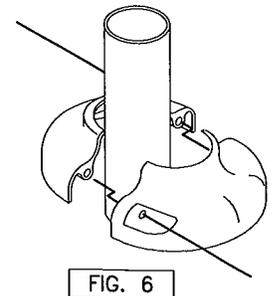
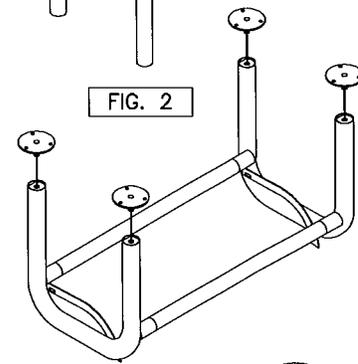
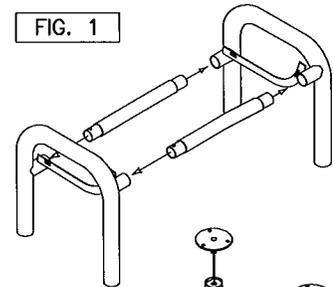
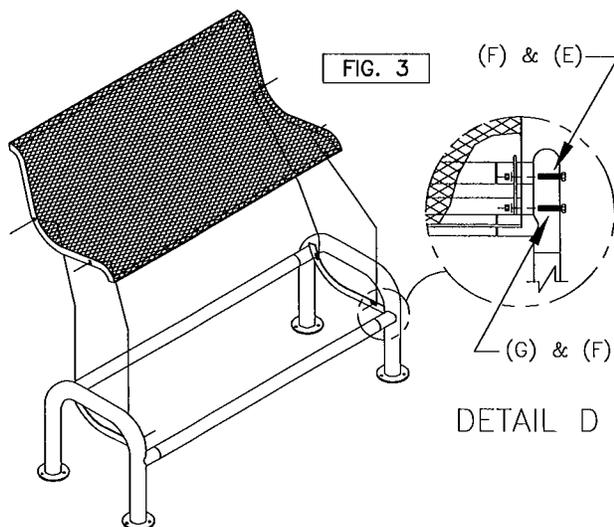
STEP 6

Level bench if necessary and tighten all fasteners with wrenches. If mounting plate covers (E2) are used place them around legs and secure with 2 (H) screws, see FIG. 6. Bring the screws to a snug fit being careful not to over tighten.

NOTE: THESE INSTRUCTIONS ARE FOR BOTH THE LOW PROFILE AND CONTEMPORARY BENCHES.

MEMORIAL BENCH INSTRUCTIONS

After engraving is complete, assemble plaque (E3) to the bench using four (J) and one (K) per each machine screw, see Fig. 7. Thread plaque between center bracket and window of bench panel. Align holes, insert screws and tighten.



installation:

WARNING: The proper installation for Wabash Valley products may depend upon many factors unique to the site, location, or use of a particular product. Consult with your contractor or other professional to determine your specific installation requirements.

assembly procedures, cont'd:

NOTE: The following procedures are written for add-on unit(s), purchased with new single unit(s). There will be some difference if you currently own an existing unit, and have decided to purchase an add-on addition(s).

STEP 1

Allow the end legs to free stand on their own approximately 6 1/2', from the add-on center leg(s), with the round sleeves facing inward. Take the ends of each (D-) attach tube and insert into the round sleeves on each, see FIG. 4.

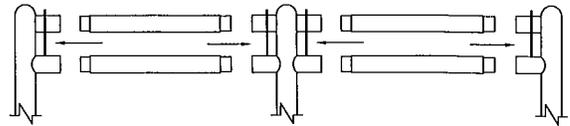


FIG. 4

STEP 2

Take the (A-) or (B-) bench seat and raise it above the bench's frame, see DETAIL D. Bring the bench seat down aligning the mounting brackets, on each leg, to the inside of the bench seat on each end.

NOTE: It may be necessary to push/pull each leg inward/outward to bring the mounting bracket, on each leg, as close as possible to the inside of the bench seat on each end.

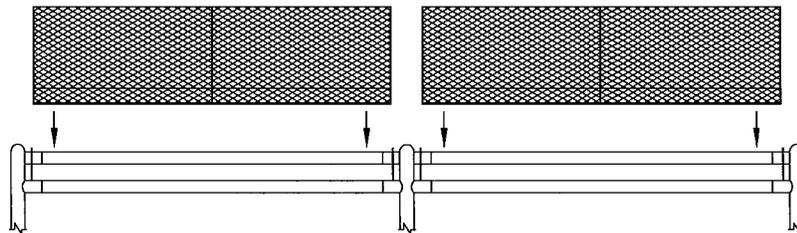
STEP 3

Align the holes on the ends of the bench seat, with the holes on the mounting brackets of each leg. Insert an (E) screw and (G) nut with two (F) and one (L) into all holes, see FIG. 5.

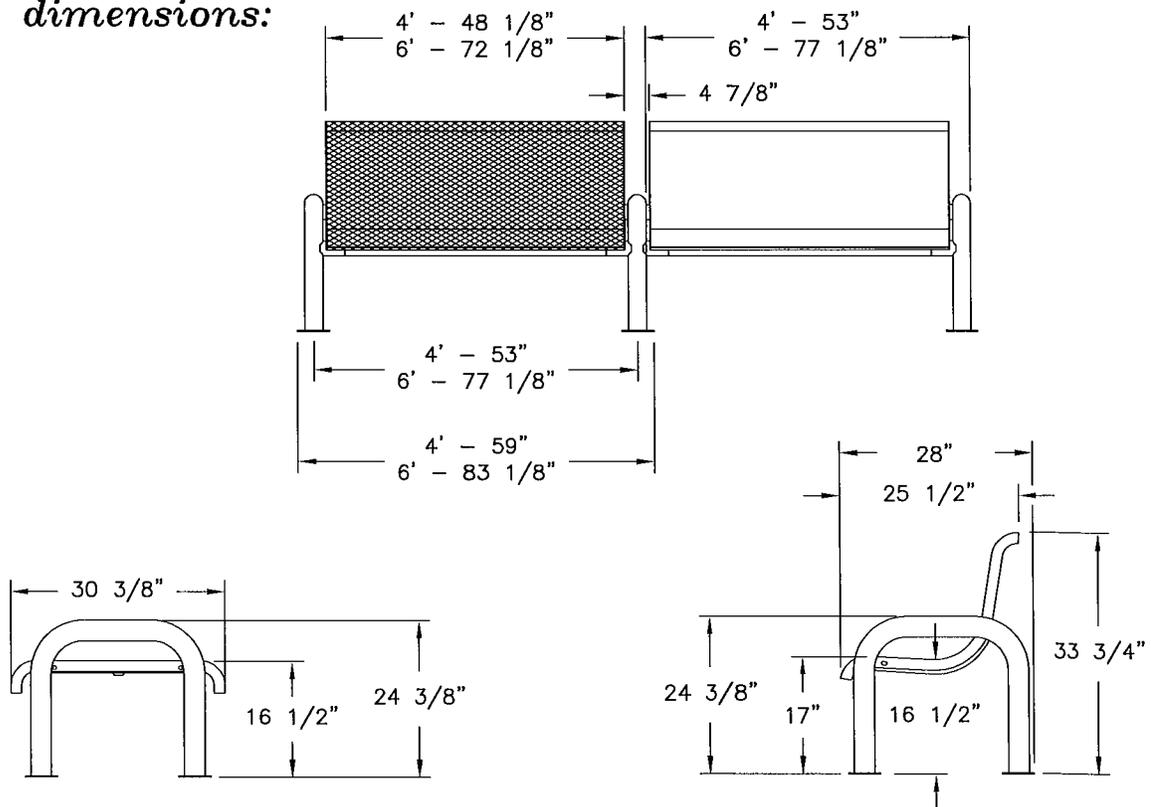
STEP 4

Level the bench if necessary and tighten all fasteners with wrenches.

FIG. 5

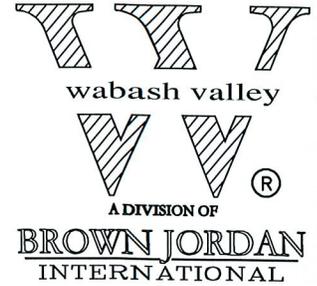


product dimensions:



model no:

FR400D, FR4000, FR400P, FR400R, **FR400W**,
LR200D, LR2000, LR200P, LR200R, LR200S,
LR200W, LR300D, LR3000, LR300P, LR300R,
LR300S, LR300W, LR350D, LR355D, LR355P,
RV5000



TRASH RECEPTACLES/ACCESSORIES

32 GAL. TAPERED, 22, 32 & 55 GAL. RECEPTACLES,
32 GAL. FLARE RECEPTACLES & RELEVE' RECEPTACLE

© Wabash Valley Manufacturing, Inc.

customer service:

ASSEMBLERS: If you find any parts missing or damaged, or if you're having difficulty assembling your furniture/equipment, call us at:

* Before calling, have your product model number available.

1-800-253-8619 (Inside U.S.A.)
260-352-2102 (Outside U.S.A.)
Monday thru Friday,
8:00 AM - 4:30 PM Eastern Time
(EXCEPT HOLIDAYS)

Any correspondence concerning our product should be sent directly to our Customer Service Manager at:

Wabash Valley Manufacturing, Inc.
505 E. Main Street
P.O.Box 5
Silver Lake, IN 46982 U.S.A.
FAX: 260-352-2160

maintenance:

Regular inspection and maintenance of all parts, and fasteners is necessary. Tighten all bolts and nuts. Inspect Tops, Seats, Legs, Braces and Fasteners periodically for wear or vandalism. Replace broken or worn parts immediately or take equipment out of service until repairs are made. Use genuine Wabash Valley replacement parts.

To restore plastisol coating to its luster after prolonged use, wash/rinse/dry and use Armor-All ® or similar quality vinyl protectant.

KEEP THIS ASSEMBLY/SPECIFICATION SHEET FOR FUTURE REFERENCE.

specifications:

NOTE: We reserve the right to change specifications without notice.

Heat fused poly-vinyl coating, finished on inner-metal structure, to an approximate 3/16" thickness. Framework assemblies are finished with powder coating; electrostatically applied and oven cured according to powder manufacturer's specifications. Fasteners are stainless steel to resist corrosion.

TRASH RECEPTACLES:

Expanded metal receptacles uses 3/4" #9 expanded steel mesh with 5/16" diameter steel rod, joining the ends of the fabricated metals, to form the seam of their diameter. Welded wire receptacles use 5 gage welded wire. Rib panel is 10 gage and perforated panel is 12 gage sheet metal. A 3/4" diameter steel tube is used to add support at the top and bottom. Tubing on top of flare tops are replaced with the aluminum cast flare. The bottom is also supported by a 14 gage sheet steel formed floor.

LR350D receptacle uses 3/4" #9 expanded steel mesh. A 5/16" rod is used to join the end of the fabricated metal to form the seam of its diameter. A 1/2" steel rod is used to add support at the bottom. A 3/4" steel tube is used to add support at the top. The bottom is supported by a 14 gage sheet formed floor.

RV5000 receptacle uses 1/2 rod as main body held in place with 1/4 steel plate. A 1/8 strip at the top and a 10 gage band at the bottom is used to bind the receptacle perimeter. The bottom is supported by a 14 gage sheet formed floor. Receptacle legs consist of 4" diameter steel tubing.

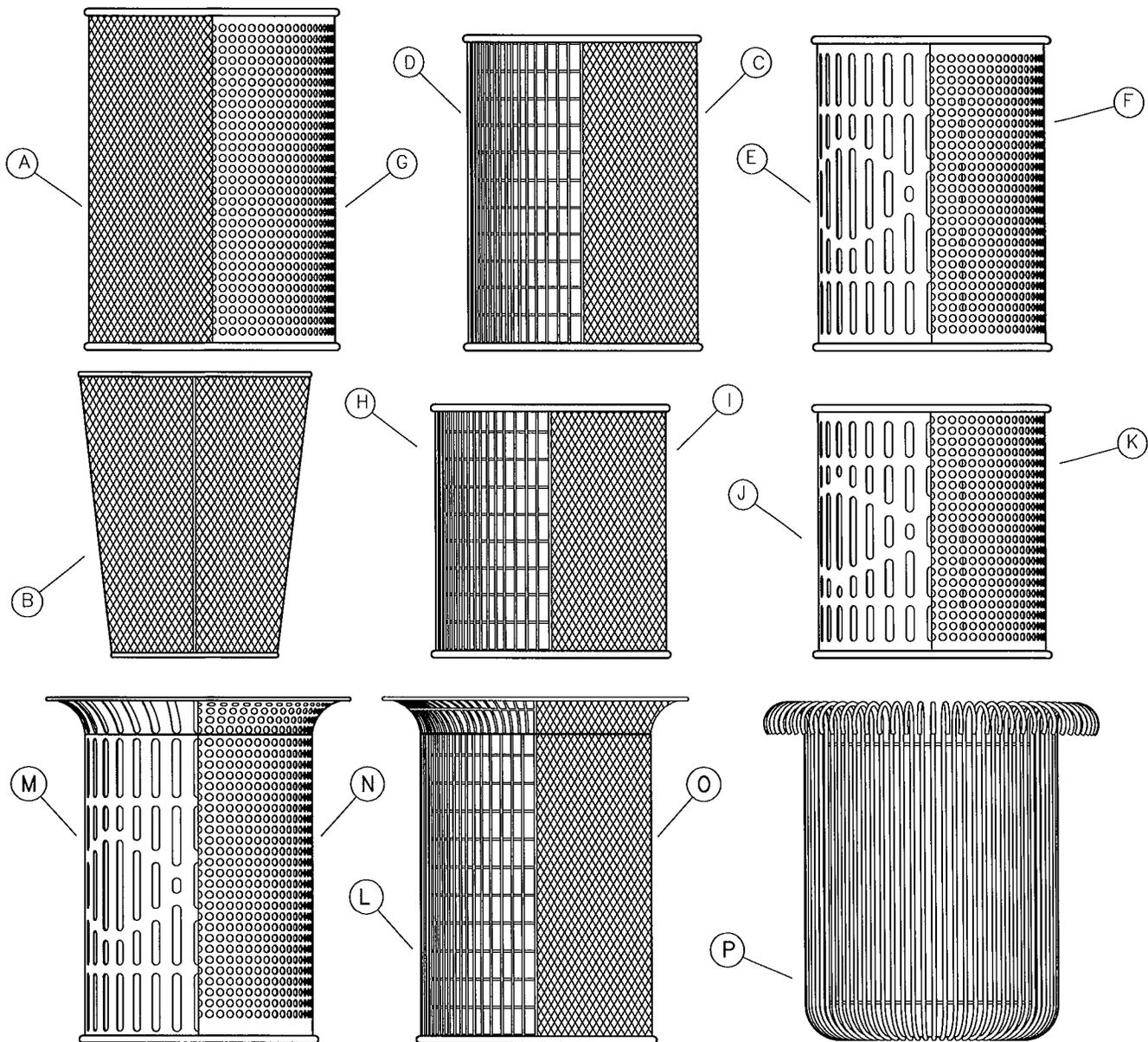
The clips, to support the flat top/dome, each sold separately, are constructed of 1/8" x 3/4" x 1" angle iron.

LEG PACKAGES:

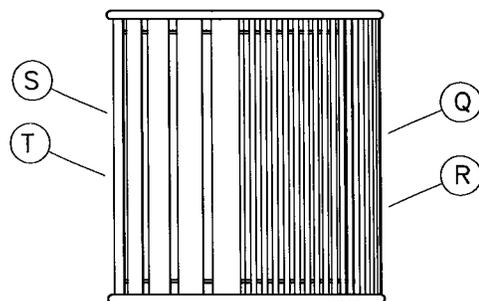
Leg packages AU105N, **LR100N** and LR105N consist of 2 3/8" od x 12 gage galvanized structural steel tubing. All leg packages use 14 gage sheet steel for the mounting plate and gussets to add support. The surface mount leg uses 1/4" plate steel for its surface mount plate.

Specifications continued on page 3.

parts identification/product dimensions:



ITEM	PART#	DESCRIPTION	QTY
A	9589	55 GAL EXPANDED METAL RECEPTACLE	1
B	7903	32 GAL EXPANDED METAL TAPERED RECEPTACLE	1
C	9557	32 GAL EXPANDED METAL RECEPTACLE	1
D	9558	32 GAL WELDED WIRE RECEPTACLE	1
E	9559	32 GAL RIB RECEPTACLE	1
F	9560	32 GAL PERFORATED RECEPTACLE	1
G	9588	55 GAL PERFORATED RECEPTACLE	1
H	9580	22 GAL EXPANDED METAL TAPERED RECEPTACLE	1
I	9581	22 GAL WELDED WIRE RECEPTACLE	1
J	9582	22 GAL RIB RECEPTACLE	1
K	9583	22 GAL PERFORATED RECEPTACLE	1
L	9562	32 GAL WELDED WIRE FLARE RECEPTACLE	1
M	9563	32 GAL RIB FLARE RECEPTACLE	1
N	9564	32 GAL PERFORATED FLARE RECEPTACLE	1
O	9561	32 GAL EXPANDED METAL FLARE RECEPTACLE	1
P	9599	32 GAL ROD FLARE RECEPTACLE	1
Q	9595	22 GAL ROD RECEPTACLE	1
R	9597	32 GAL ROD RECEPTACLE	1
S	9596	22 GAL SLAT RECEPTACLE	1
T	9598	32 GAL SLAT RECEPTACLE	1
U	9590	32 GAL RELEVÉ RECEPTACLE, SEE PAGE 5	1



parts identification/product dimensions continued:

LIDS:

FT100N, FT110N and FT200N consist of 18 gage steel. FT100N overall diameter is 22 7/8" and 1 3/4" length skirt with opening of 8" diameter. FT110N overall diameter is 22 7/8" and 1 3/4" length skirt with opening of 14" diameter. FT200N overall diameter is 24 1/4" and 2" length skirt with opening of 8" diameter.

FT115N consist of 18 gage steel with opening of 14" diameter, overall diameter is 24 7/8" and 2 3/4" length skirt.

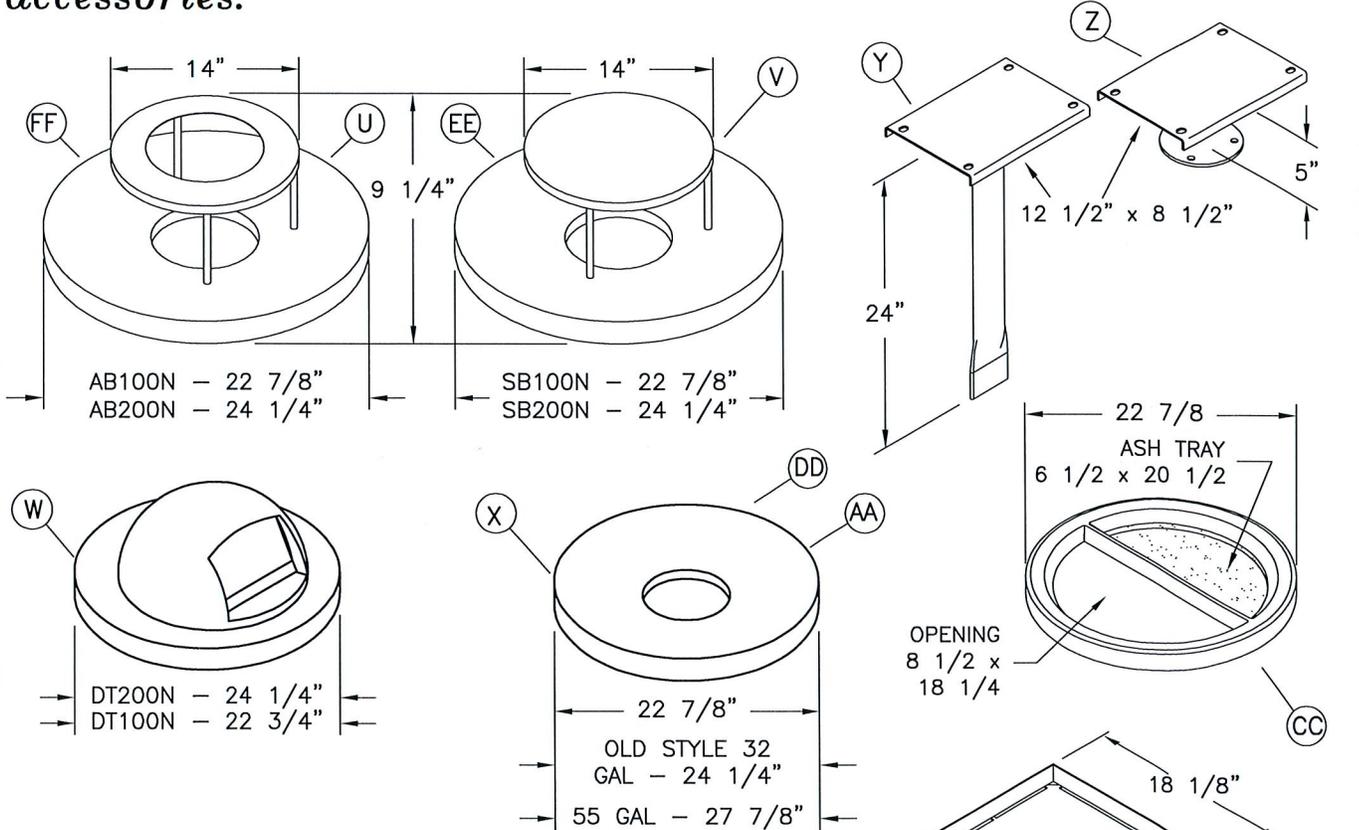
DT100N and DT200N consist of 3/16" thick injection molded structural thermo plastic. Dome is 10" high x 18" in diameter. Hole opening is 10" x 7 1/2" with spring loaded swing type door. DT100N base is 22 3/4" in diameter with a skirt length of 1 5/8". DT200N base is 24 3/4" in diameter with a skirt length of 2 5/8"

SB100N, SB200N and AB100N consist of FT100N top with solid bonnet or ash tray on it. TB100N and TB200N consist of FT110N top with tray return made of 14 gage galvaneal. The shelf is 14" deep, 18" wide and is 8" above the flat top. Trim material is flexible embossed vinyl metal core.

AL100N is a cast aluminum ash and trash lid and is 22 7/8" od with a 2" length skirt.

WITH MODEL/PART NO. LR310N - 32 GALLON LINER

accessories:



ITEM:	PART#	DESCRIPTION:	QTY
U	AB100N, AB200N	OPEN BONNET WITH DOWNWARD SLANT	1
V	SB100N, SB200N	SOLID BONNET WITH DOWNWARD SLANT	1
W	DT100N, DT200N	DOME TOP LID	1
X	FT100N, FT200N	8" OPENING FLAT TOP - DOWNWARD SLANT	1
Y	LR100N	INGROUND POST	1
Z	LR105N	SURFACE MOUNT POST	1
AA	FT110N, FT115N	14" OPENING FLAT TOP - DOWNWARD SLANT	1
BB	TB100N, TB200N	TRAY RETURN FLAT TOP	1
CC	AL100N	CAST ASH/TRASH LID	1
DD	FT105N	8" OPENING FLAT TOP - UPWARD SLANT	1
EE	SB105N	SOLID BONNET WITH UPWARD SLANT	1
FF	AB105N	OPEN BONNET WITH UPWARD SLANT	1

Not Shown: Ash Tray Insert - Replacement part number: 19064

For installation of trim see page 4.

assembly procedures:

IMPORTANT: Assemblers should be reasonably skilled in the assembly of commercial grade/heavy duty fabricated steel equipment.

To ensure proper assembly, it is suggested that you take adequate time to locate and identify each part. To prevent scratching of the finished pieces, we recommend this unit to be assembled on a clean, flat, solid, surface with a drop cloth, allowing plenty of working room. **Also please read the instructions and study the sketches very carefully.** A little extra time spent before assembly will be well worth it in performing a complete, proper assembly. Please note that all parts have been pre-cut and pre-drilled.

During the assembly process leave all bolts and nuts "finger tight", until the entire unit is completely assembled. This allows room for movement to level or adjust all seats, tops, benches, framework and braces if necessary. **After final adjustment and leveling, permanently tighten all nuts, bolts and fasteners.**

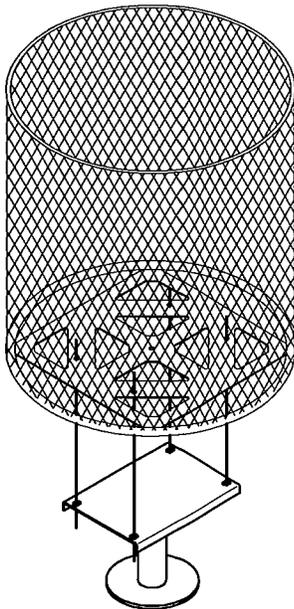
76

FIG. 1

STEP 1: Place inground post in concrete footer, making sure to keep post perpendicular to the ground, and allowing 5" of clearance between the ground and mounting plate.

STEP 2: After allowing concrete to harden, 48 hours, place the trash receptacle on the mounting plate. Align the holes in the trash receptacle base plate and the holes in the mounting plate of the inground post, see FIG. 1.

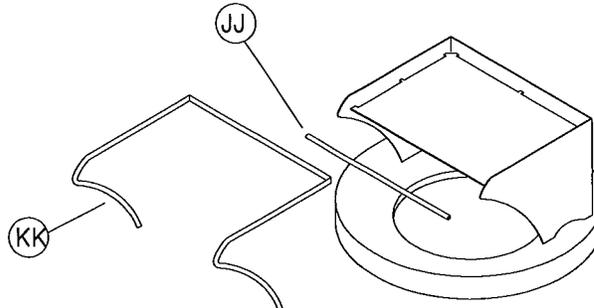
STEP 3: Bolt trash receptacle using four (GG) and (II) with two (HH) and one (QQ) per (GG).



TRIM INSTALLATION

STEP 1: Using rubber mallet and starting at one end, gently tap (JJ) in place on front edge of tray return shelf.

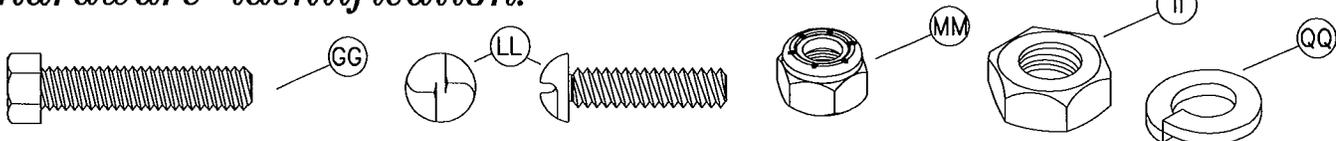
STEP 2: Using rubber mallet and starting at one end, gently tap (KK) onto front and top edge of vertical support of tray return.



installation:

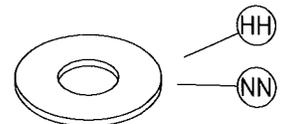
WARNING: The proper installation for Wabash Valley products may depend upon many factors unique to the site, location, or use of a particular product. Consult with your contractor or other professional to determine your specific installation requirements.

hardware identification:



ITEMS INCLUDED IN HARDWARE PACKAGE:

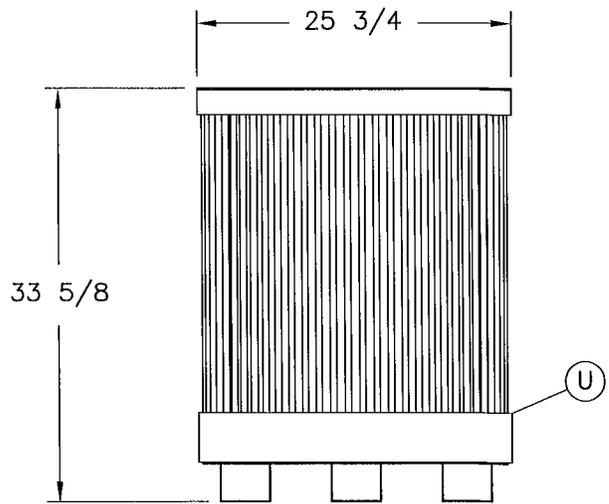
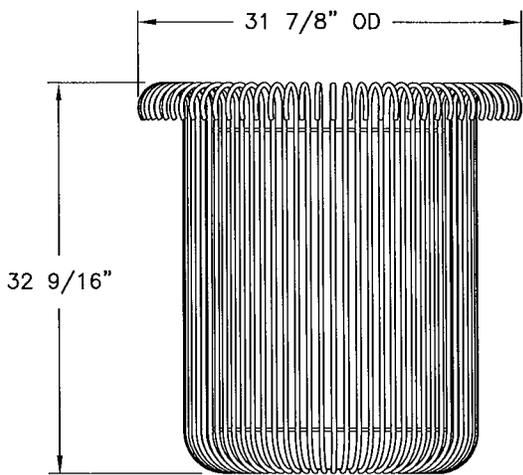
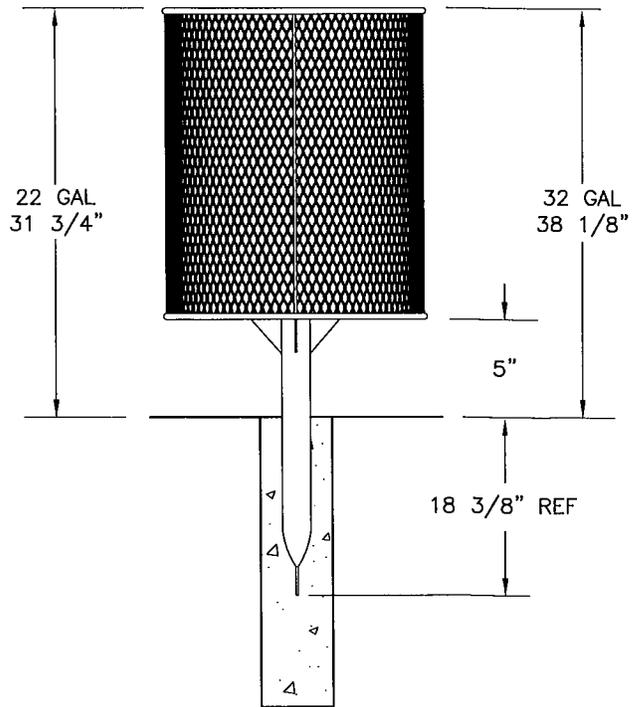
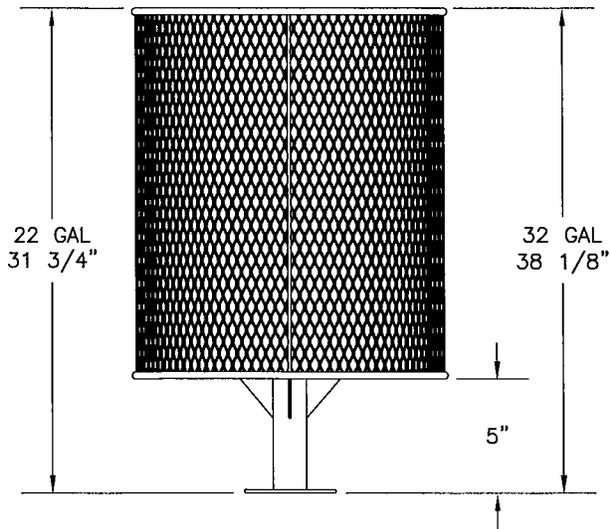
ITEM	PART#	DESCRIPTION:	#21014	#21075	#21027
GG	17011	5/16-18 x 1 1/2" HEX HEAD BOLT - SS	4	0	0
HH	17028	3/8" FLAT WASHER - SS	8	0	0
II	17032	5/16-18 HEX FINISH NUT - SS	4	0	0
JJ	19045	TRIM x 18" LONG	0	1	0
KK	19045	TRIM x 71 3/4" LONG	0	1	0
LL	17008	1/4-20 x 1 1/4" ONE WAY MACHINE SCREW - SS	0	2	2
MM	17016	1/4-20 NYLOC NUT - SS	0	2	2
NN	17103	1/4" FLAT WASHER - SS	0	4	4
PP	19067	12" WIRE ROPE ASSEMBLY	0	1	1
QQ	17050	5/16" SPLIT LOCK WASHER - SS	4	0	0



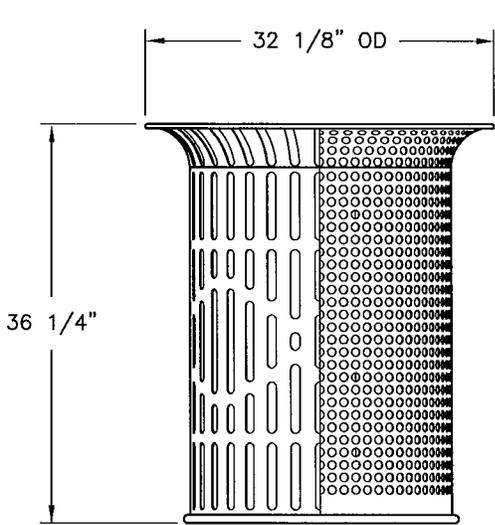
ASSEMBLY TOOLS REQUIRED

- 1 - 3/8" WRENCH
- 1 - FLAT SCREWDRIVER
- 2 - 1/2" WRENCHES
- 1 - 3' OR 6' LEVEL
- 1 - RUBBER MALLET

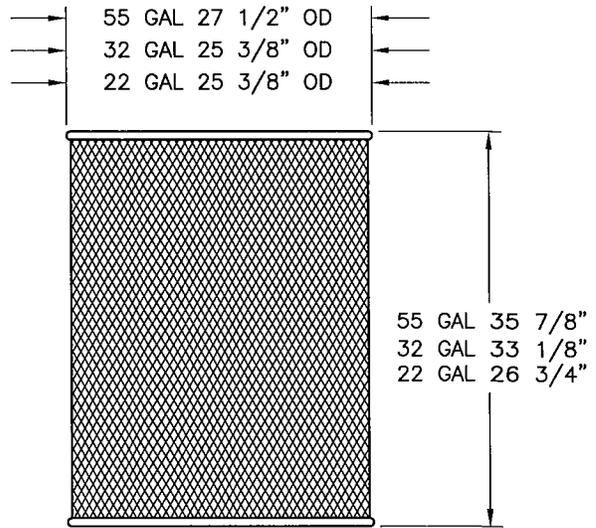
finished assembly dimensions:



specifications cont'd:

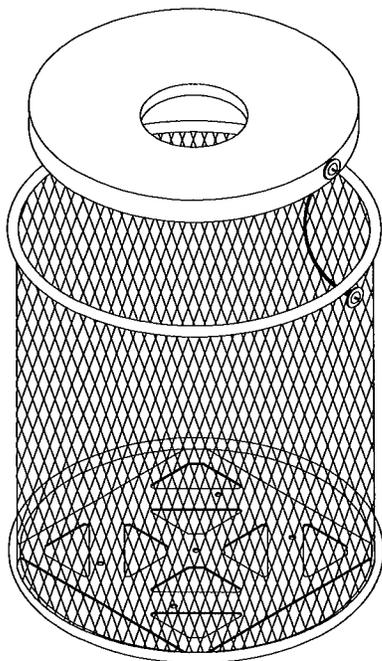


FLARE RECEPTACLE DIMENSIONS

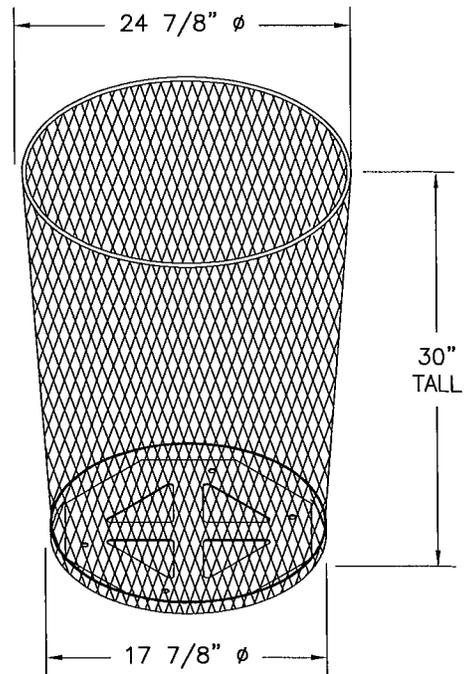


RECEPTACLE DIMENSIONS

(LID SOLD SEPARATELY)



LID ASSEMBLY DETAIL

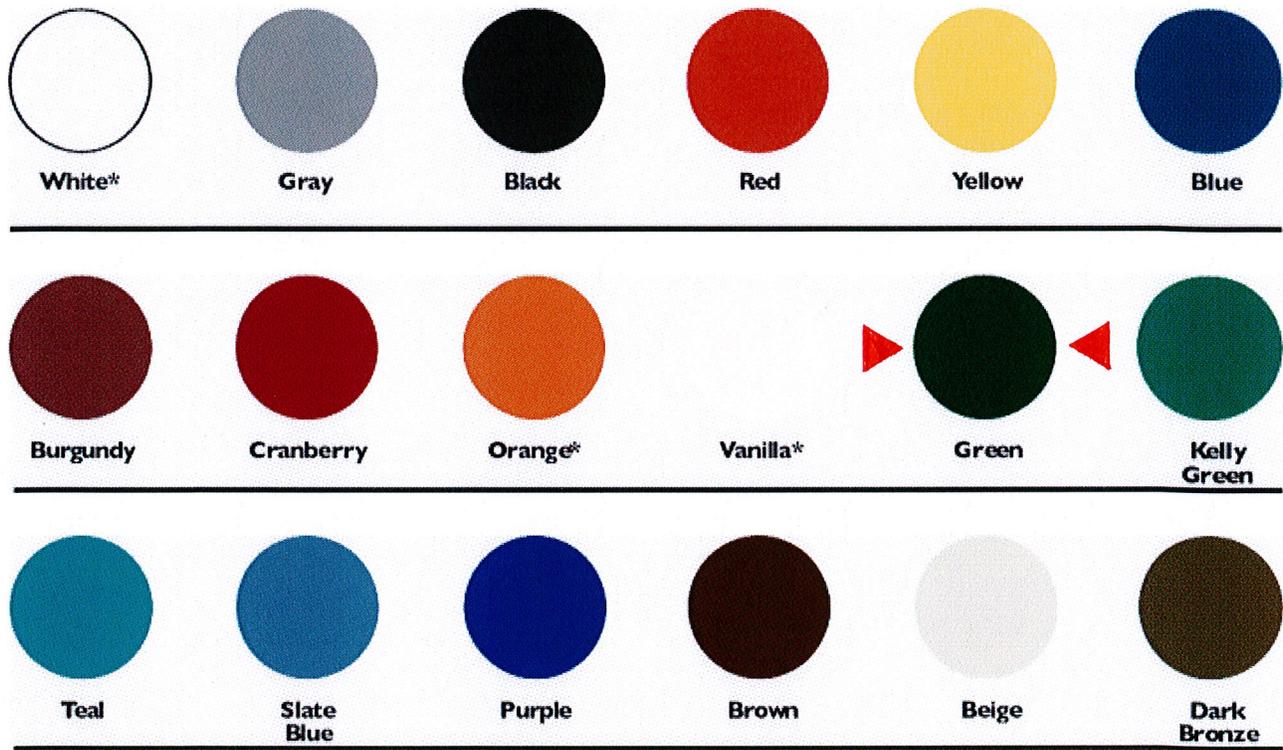


TAPERED RECEPTACLE DIMS



PLASTISOL COLORS / FRAME COLORS

All tabletops, seats and bench seats are coated with 1/4" of our virtually maintenance-free Plastisol-coating. Our framework is coated with a baked-on polyester dry powder. Both Plastisol and frame color options are listed below. Select any color combination (white, orange, and vanilla options are only for framework). Colors shown here and throughout catalog are approximate only. Please call and request actual samples if needed.



* White, vanilla and orange are only available as a frame color option and are not available in PLASTISOL

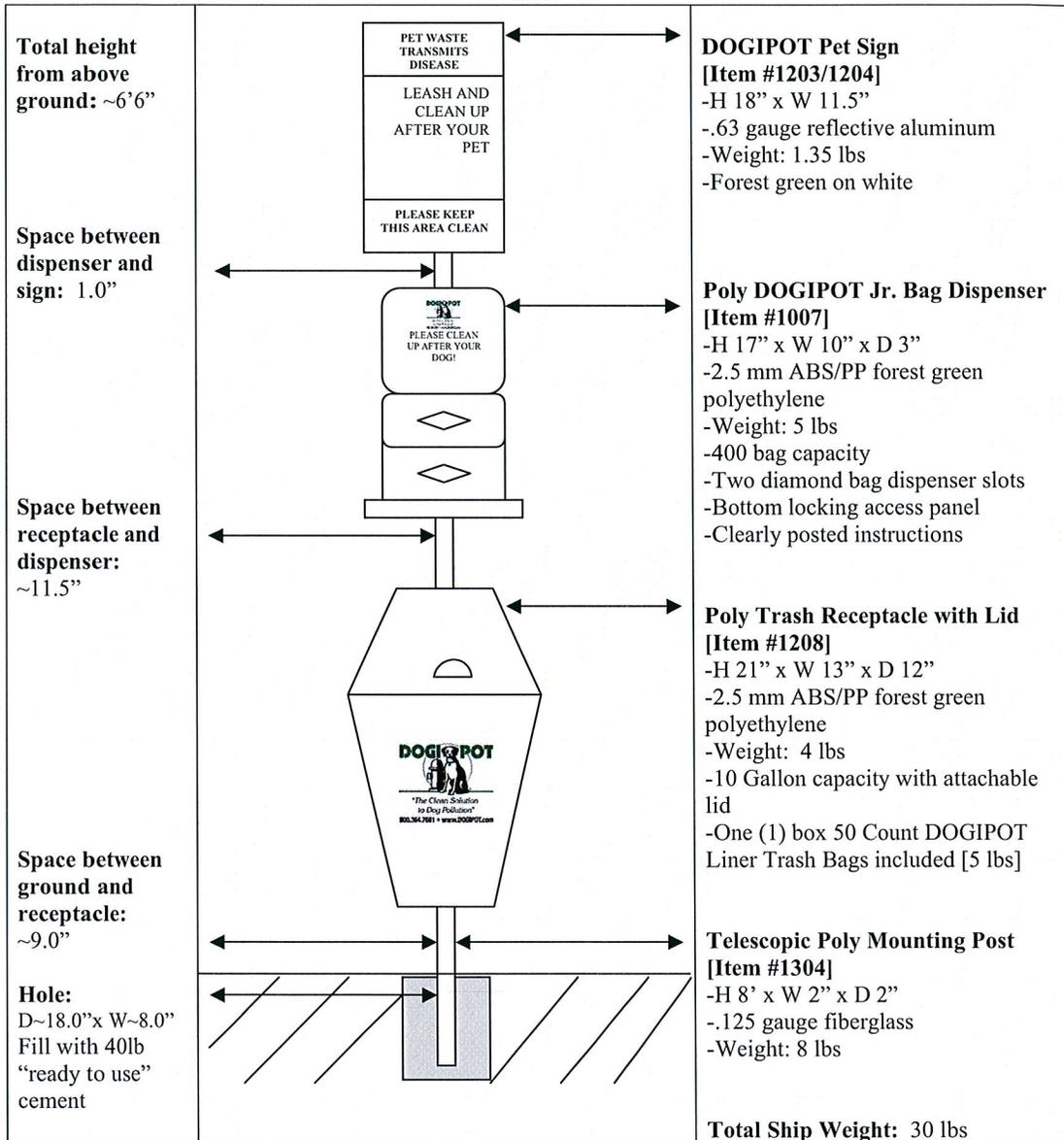
COLORS FOR SOLID ALUMINUM TABLE TOPS* ONLY



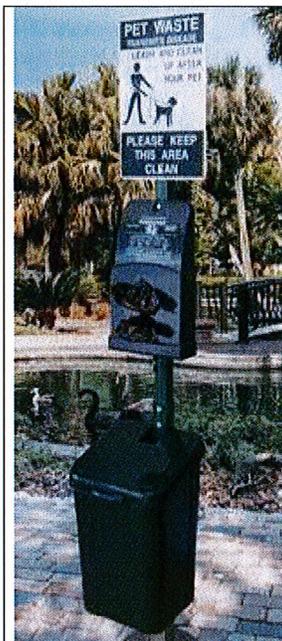
For solid tops in Camino and Classic series



**POLY DOGIPOT PET STATION
SPECIFICATION, INSTALLATION AND OPERATION SHEET
[Item # 1010]**



**POLY DOGIPOT PET STATION
 SPECIFICATION, INSTALLATION AND OPERATION SHEET**



**YOUR DOGIPOT PET STATION
 INCLUDES:**

**All items below are included in the waste
 receptacle box**

- Aluminum Pet Sign, with mounting hardware [two [2] 2_” bolts, washers and locknuts]
- Poly DOGIPOT Jr. Bag Dispenser, with mounting hardware [one [1] 2_” and one [1] 2_” bolts, washers and locknuts]
- Two [2] keys for Dispenser locking bottom access
- Two [2] rolls Oxo-Biodegradable DOGIPOT Litter Pick Up Bags [200 count per roll], installed in DOGIPOT Jr. Bag Dispenser
- 10 Gallon Poly Trash Receptacle with attachable lid , with mounting hardware [two [2] 2_” bolts, washers, fender washers and locknuts]
- One [1] box DOGIPOT Liner Trash Bags [50 Count]

Separate Shipping Box

- 2” x 2” x 4’-8’ Poly Mounting Post, with installation hardware [two [2] carriage bolts, washers and locknuts]

***PLEASE CHECK THE ABOVE INVENTORY
 AND CALL YOUR DISTRIBUTOR IF ANY
 PARTS ARE MISSING.***

Installation and Operation Instructions

1. Select a good visible spot in your community or park where you want to install the DOGIPOT Pet Station.
2. Prior to installation, remove the 1_” x 1_” x 4’ portion of the mounting post from the 2” x 2” x 4’ portion of the mounting post before cementing. Insert the larger portion of the mounting post [2” x 2” x 4’] approx. 14” into an 18” deep by 8” diameter hole filled with a 40 lb bag of “ready to use” concrete mix. To stabilize the post while cementing, place a rod, bolt or other device through the two bottom holes, prior to inserting into the ground and cementing. Level the post in a straight vertical position and let concrete dry for at least 12 hours. [NOTE: the three holes 1_” apart indicate the top of the 2” portion of the post].
3. After the concrete is dry, insert the smaller portion of the post [1_” x 1_” x 4’] into the larger cemented portion of the post [2’ x 2’ x 4’] until the first 4 holes are lined up between the two posts. [NOTE: the two holes 1_” apart indicate the bottom of the 1_” post]. Use two [2] carriage bolts, washers and locknuts to fix the telescope post in position, the upper bolt in the top overlapping hole, pointing from right to left and the lower bolt 4 holes below, pointing from front to back. The total height above ground with both post parts should now be approx. 6’6”. [NOTE: The third hold down on the 2” post is for installation of the receptacle].
4. Start by installing the Pet Sign on top of the 1_” post, with the upper hole matching the most upper hole in the square post using the enclosed 2_” bolts, washers and locknuts. Continue installing the DOGIPOT Jr. Bag Dispenser according to the mounting instructions enclosed with the Dispenser, ensuring that the upper edge of the Dispenser is approx. 1” below the lower edge of the Pet Sign.

5. Install the poly trash receptacle through the pre-drilled holes in the back wall of the receptacle and through the square post with the remaining bolts, washers and locknuts. Attach the lid to the waste receptacle prior to mounting. Use the 2" fender washers for installation on the inside of the receptacle. The upper edge of the waste receptacle must be approximately 11.5" below the lower end of your DOGIPOT Jr. Bag Dispenser. The waste receptacle lid will open to a pre-determined angle to prevent it from being over extended. The receptacle lid will hit the post when it is fully opened.

6. Insert one of the enclosed DOGIPOT Liner Trash Bags into the trash receptacle, fold it over the edge of the receptacle and close the trash receptacle lid.

7. ENJOY WATCHING PET OWNERS PICK UP AFTER THEIR DOGS!

Additional Specifications may be added

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APPENDIX H

Verification of Compliance with the Local Comprehensive Plan

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Planning and Zoning

1769 E. Moody Blvd Bldg 2
Suite 105
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386)313-4009
Fax: (386)313-4109

July 15, 2011

Robin Turner, Regional Coordinator
Department of Environmental Protection
Office of Greenways and Trails
3900 Commonwealth Boulevard M.S. 795
Tallahassee, Florida 32399-3000

RE: Lehigh Greenway Rail-Trail 10 Year Management Plan (Lease #4321-01)

Dear Ms. Turner:

I have reviewed the July 12, 2011 draft Management Plan for the Lehigh Greenway Rail-Trail and have determined that this draft plan is generally in compliance with Flagler County's 2010-2035 Comprehensive Plan. I have conducted my review of the draft Management Plan in order to provide this letter and complete the Management Plan for public advertising and commenting purposes. I will review the final version of the Management Plan when it is available and will notify you if any modifications to the Management Plan conflict with the Flagler County 2010-2035 Comprehensive Plan.

Please contact me with any questions or if I can be of additional assistance.

Sincerely,



Adam Mengel, AICP, LEED AP BD+C
Planning Director

cc: file

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APPENDIX I

Public Input

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Advisory Group and Public Input to be added

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APPENDIX J

Budget

Pursuant to Section 253.034(5)(c) 4, Florida Statutes

Pursuant to Section 253.034(5)(c) 5, Florida Statutes

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Flagler County Lehigh Greenway Rail-Trail Budget Pursuant to 253.034(5)(c) 4

Activities	Estimated Annual Cost (Expense & Manpower)	# Of Years To Be Conducted During 10- Year Planning Period	Total Cost During 10- Year Planning Period
Goal 1: Improve natural communities and natural habitat.			
Objective 1.3 – Conduct baseline study of property to determine acreage requiring habitat/natural community improvement or restoration. [2012]	\$1000	1	\$1000
Activity 1.3.1 – Delineate protection zones and target areas. [2012]	\$1500	1	\$1500
Activity 1.4.1 – Remove overgrown understory vegetation and/or undesirable successional species where necessary. [2014 – 2022]	\$1800	8	\$14400
Activity 1.4.2 – Coordinate with adjacent landowners to enhance natural communities. [2012 – 2022]	\$100	10	\$1000
Activity 1.5.1 – Revegetate with native tree species and groundcover species. [2015 – 2022]	\$500	7	\$3500
Activity 1.5.2 – Monitor the progress of restoration efforts to evaluate project success	\$500	6	\$3000

and determine additional management activities needed. [2016 – 2022]			
Activity 1.6.1 – Conduct selective thinning in accordance with recommendations from Division of Forestry or other appropriate entity. [2016-2018]	0 (the sale of timber will off-set costs)	0	0 (the sale of timber will off-set costs)
Activity 1.6.2 – Follow selective thinning with a second selective thinning of basal area to reduce the stand density. [2018-2022]	0 (the sale of timber will off-set costs)	0	0 (the sale of timber will off-set costs)
Goal 2: Improve Public Access and Recreational Opportunities and improve marketing programs that promote the agency’s mission, promote healthy lifestyles and increase their appreciation for Florida’s natural and cultural resources.			
Activity 2.1.1 – Establish visitation monitoring system. [2015]	\$5000	1	\$5000
Activity 2.1.2 – Monitor visitation levels. [2016-2022]	\$1000	7	\$7000
Activity 2.1.3 – Identify adjacent parcels for Trail expansion. [2012-2022]	\$100	10	\$1000
Activity 2.2.1 – Continue to provide updated trail maps brochures and posted information at all	\$1500	10	\$15000

trailhead kiosks. [2012-2022]			
Activity 2.3.1 – Provide eight new kiosks/signs. [2012-2022]	\$500	8	\$4000
Goal 3: Protect water quality and quantity.			
Objective 3.1 (Core) – Conduct a site assessment to identify potential hydrology restoration needs. [2012-2014]	\$1000	1	\$1000
Activity 3.2.1 – Cooperate with other agencies to monitor water quantity and quality. [2012-2022]	\$300	10	\$3000
Activity 3.2.3 – Maintain culverts and bridges along the corridor. [2012-2022]	\$1000	10	\$10000
Goal 4: Manage timber resources to reduce fire danger and improve habitat.			
Objective 4.1 (Core) – Prepare and implement a silviculture management plan including reforestation, thinning/harvesting, prescribed burning, restoration and timber stand improvement activities and goals. [2012-2014]	\$500	1	\$500
Objective 4.2 (Core) – Develop a Forest Inventory. [2012]	\$100	1	\$100
Activity 4.2.1 – Complete a GIS inventory of the Forest Resources every three to five years. [2015-2022]	\$100	2	\$200

Activity 4.2.2 – Maintain acres of forest inventoried annually. [2012-2022]	\$100	10	\$1000
Goal 5: Control exotic and invasive plants and animals.			
Objective 5.1 – Conduct a baseline study to determine the presence, location and density of exotic and invasive plants. [2012-2014]	\$600	2	\$1200
Objective 5.2 (Core) – Annually treat EPPC Category I and Category II invasive exotic plant species. [2012-2022]	\$1000	10	\$10000
Activity 5.2.1 – Maintain the annual number of acres treated per year. [2012-2022]	\$100	10	\$1000
Objective 5.3 – Conduct a baseline study to determine the total number of individual exotic animal species. [2012]	\$100	1	\$100
Objective 5.4 (Core) – Implement control measures on exotic and nuisance animal species. [2012-2022]	\$100	10	\$1000
Activity 5.4.1 – Maintain the annual number of exotic and nuisance animal species and control methods implemented. [2012-2022]	\$100	10	\$1000
Goal 6: Maintain the property as a seamless, paved, multiple use trail corridor while protecting the resources.			

Activity 6.1.1 – Monitor and maintain all facilities for visitor impacts. [2012-2022]	\$6600	10	\$66000
Activity 6.1.2 – Monitor and maintain all facilities for environmental impacts. [2012-2022]	\$16000	10	\$160000 (\$7500 – mowing and patching) (\$8500 – asphalt resealing)
Activity 6.2.1 – Construct the Colbert Lane Trailhead with a restroom. [underway]	\$500000	1	\$500000
Activity 6.2.2 – Coordinate with the City of Palm Coast on their design and construction of a stabilized parking area/trailhead adjacent to Old Kings Road. [2012]	\$100	1	\$100
Activity 6.2.3 – Design and construct three non-motorized canoe/kayak launches. [2013, 2016, 2019]	\$5000	3	\$15000
Activity 6.2.4 – Plan and design a walkway and adjacent recreated section of historical railroad bed and track. [2012]	\$2000	1	\$2000
Activity 6.2.5 – Design and construct cantilevered fishing platforms/observation decks. [2017-2022] (Note: design and funding has not occurred).	To Be Determined	To Be Determined	To Be Determined
Activity 6.3.1 – Improve the existing U.S. 1 Trailhead. [2013-2015]	\$500000	1	\$500000 (2013 - \$20000) (2014 - \$20000) (2015 - \$460000)
Activity 6.3.2 – Coordinate with the	\$100	1	\$100

City of Palm Coast on their improvements to the existing Trailhead at Belle Terre Parkway. [2012] (Note: land owned by City)			
Activity 6.3.3 – Design and construct four arched Trail entrances. [2013-2017]	\$7500	4	\$30000
Goal 7: To document and maintain the cultural and historic resources on the property.			
Objective 7.2 (Core) – Ensure all sites are monitored and send updates to the FMSF as needed. There is one known site (FL00186), a paved road.	0 (cost is minimal and is captured as part of routine maintenance of the property)	0	0
Goal 8: Ensure that habitats for imperiled species are protected.			
Objective 8.1 (Core) – Develop a baseline imperiled species occurrence inventory list. [2012-2014]	\$600	2	\$1200
Activity 8.2.1 – Map occurrences of imperiled species. [2012, 2017]	\$600	2	\$1200
Objective 8.3 (Core) – Implement monitoring protocols for imperiled species.	\$100	10	\$1000

Estimated Annual Land Management Budget for the Flagler County managed Lehigh Greenway Rail-Trail. (Amount in thousands of dollars; includes staff time.)										
Activity	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Resource Management										
Exotic species control	210	810	310	310	210	810	210	210	210	210
Prescribed burning (including roller chopping)	0	0	0	0	0	0	0	0	0	0
Cultural resource management	0	0	0	0	0	0	0	0	0	0
Timber management	600	200	100	100	100	100	100	100	100	100
Hydrological management	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Natural Community Restoration and listed species management	1,700	1,600	1,900	2,400	2,900	3,500	2,900	2,900	2,900	2,900
Subtotal	3,810	3,910	3,610	4,110	4,510	5,710	4,510	4,510	4,510	4,510
Administration										
Units/Projects	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Subtotal	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Capital Outlay										
New facility construction	26,800	77,600	42,600	482,600	27,600	52,600	22,600	27,600	22,600	22,600
Subtotal	26,800	77,600	42,600	482,600	27,600	52,600	22,600	27,600	22,600	22,600
Visitors Services/Recreation										
Visitation programs	0	0		0	5,000	1,000	1,000	1,000	1,000	1,000
Expansion study	100	100	100	100	100	100	100	100	100	100
Trail maps	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Subtotal	1,600	1,600	1,600	1,600	6,600	2,600	2,600	2,600	2,600	2,600
Total	35,210	86,110	50,810	491,310	41,710	63,910	32,710	37,710	32,710	32,710