

Triple Creek Preserve Management Plan Update 3rd DRAFT



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VISION STATEMENT

Hillsborough County will protect and manage conservation lands to preserve our natural heritage and provide natural resource-based recreation and education by sustaining ecologic function and regional biological diversity that enhances quality of life.

EXECUTIVE SUMMARY

The Triple Creek Preserve is an approximately 970-acre tract of protected land managed by the Hillsborough County Conservation and Environmental Lands Management Department (CELM). The Preserve generally lies south of Rhodine Road, west of Balm Boyette Road, and about a mile east of Balm Riverview Road. Triple Creek Preserve is contained within Section 36, Township 30S, Range 20E; Sections 1 and 12, Township 31S, Range 20E; and Sections 6 and 7, Township 31S, Range 21E.

Triple Creek Preserve was acquired in two phases. An equal contribution of funds for the acquisition was provided by the County's Jan K. Platt Environmental Lands Acquisition and Protection Program and the Florida Community Trust. The purchase of Triple Creek Preserve, along with several other tracts of natural lands acquired by the county conserves green space, protects a variety of natural communities and associated wildlife, helps to protect water quality and provides natural resource-based recreational opportunities. The acquisition of Triple Creek Preserve was focused on numerous objectives, including the desire to manage the property as a biological preserve through effective resource management that restores or enhances natural communities.

Management plans for each of the two phases of Triple Creek Preserve were prepared in 2000 and 2006. Compatible natural resource management has been implemented on these two phases ever since. This management plan documents progress towards the stated objectives and sets new standards for continuing the protection of biological diversity on Triple Creek Preserve. This plan consolidates the natural resource management plans and objectives of the two phases, establishes Desired Future Conditions and sets measurable Indicators of Success to evaluate them. Surveys conducted on the site to document native biological diversity, including the presence and potential for listed species have been used to focus management actions. Data from these natural resource inventories are included in the plan.

The grant awards from the Florida Community Trust include numerous requirements for management of Triple Creek Preserve. The status of these requirements is outlined in this management plan, and the checklist of required elements of the plan has been used to assure its completeness.

Numerous figures included in the report illustrate the characteristics of Triple Creek Preserve and the intended resource-based recreation and restoration for the property. Natural communities were mapped using data from the Cooperative Land Cover database and they were edited to represent site-specific conditions. Objectives for natural resource management are highlighted in an extensive section of this report. Objectives for upland and wetland restoration, listed species management, invasive exotic species removal and hydrological restoration are summarized. Future staffing requirements and financial budgets are provided.

The mechanisms for defining objectives of natural resource management, cultural and historical resource protection, public access and facilities management are captured in Desired Future Conditions, which will be evaluated using site-specific Indicators of Success. These will be tracked through specific site monitoring with corrective actions taken as necessary.

A public meeting was held on _____, 2018 and a draft of the natural resource management plan was presented for public review and comment. At that meeting, _____. The plan was also presented to an Advisory Group and they _____.

INTRODUCTION

Context and Acquisition History

The Triple Creek Preserve is an approximately 970-acre tract of protected land managed by the Hillsborough County Conservation and Environmental Lands Management Department (CELM). It is a part of what is termed the Tampa Bay Wilderness Area in the CELM Master Plan presented to the Hillsborough County Board of County Commissioners (BOCC) in April 2017. This “Wilderness Area” consists of a system of Preserves and Conservation Parks comprised of more than 80,000 acres of natural lands.

Triple Creek Preserve was acquired in two phases with 50% funding from the County’s Jan K. Platt Environmental Lands Acquisition and Protection Program (ELAPP) and 50% funding from the Florida Communities Trust (FCT). The 744-acre Phase 1 (FCT Project #01-048-FF1) was acquired in August 2000. This acquisition included approximately 68 acres of disturbed lands previously occupied by a dairy farm that was designated by the county as an “Acquisition of Convenience,” enabling it to be used for other non-preservation purposes such as active recreation. The management plan specified that the Acquisition of Convenience could also be used for a BMX track, a play area and a fitness course. (Currently, the area designated as the Acquisition of Convenience also includes a remote-control airplane facility, and a cattle lease to the Hillsborough County School Board) The 225-acre Phase 2 was acquired in February 2006 (FCT Project #06-019-FF6). Acquisition of this phase established the corridor of conservation lands between Triple Creek and the Rhodine Scrub Preserve to the north.

Triple Creek Preserve generally lies south of Rhodine Road, west of Balm Boyette Road, and about a mile east of Balm Riverview Road (**Figure 1**). Triple Creek Preserve is contained within Section 36, Township 30S, Range 20E; Sections 1 and 12, Township 31S, Range 20E; and Sections 6 and 7, Township 31S, Range 21E. Phase 1 comprises the southern two thirds of the Preserve: it is adjacent to and west of Balm Boyette Road and just south of the Creek Side development. Phase 2 lies adjacent to and south of Rhodine Road, west of the Creek Side development and north of Phase 1 (**Figure 2**). Legal descriptions for both phases are provided in **Appendix 1**. Although Triple Creek Preserve does not lie adjacent to an Aquatic Preserve (<https://floridadep.gov/fco/aquatic-preserve>) or an Area of State Critical Concern (<http://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/areas-of-critical-state-concern>), it is connected to other Hillsborough County Preserves: the Rhodine Scrub Preserve to the north, and the Balm Boyette Scrub Preserve to the south.

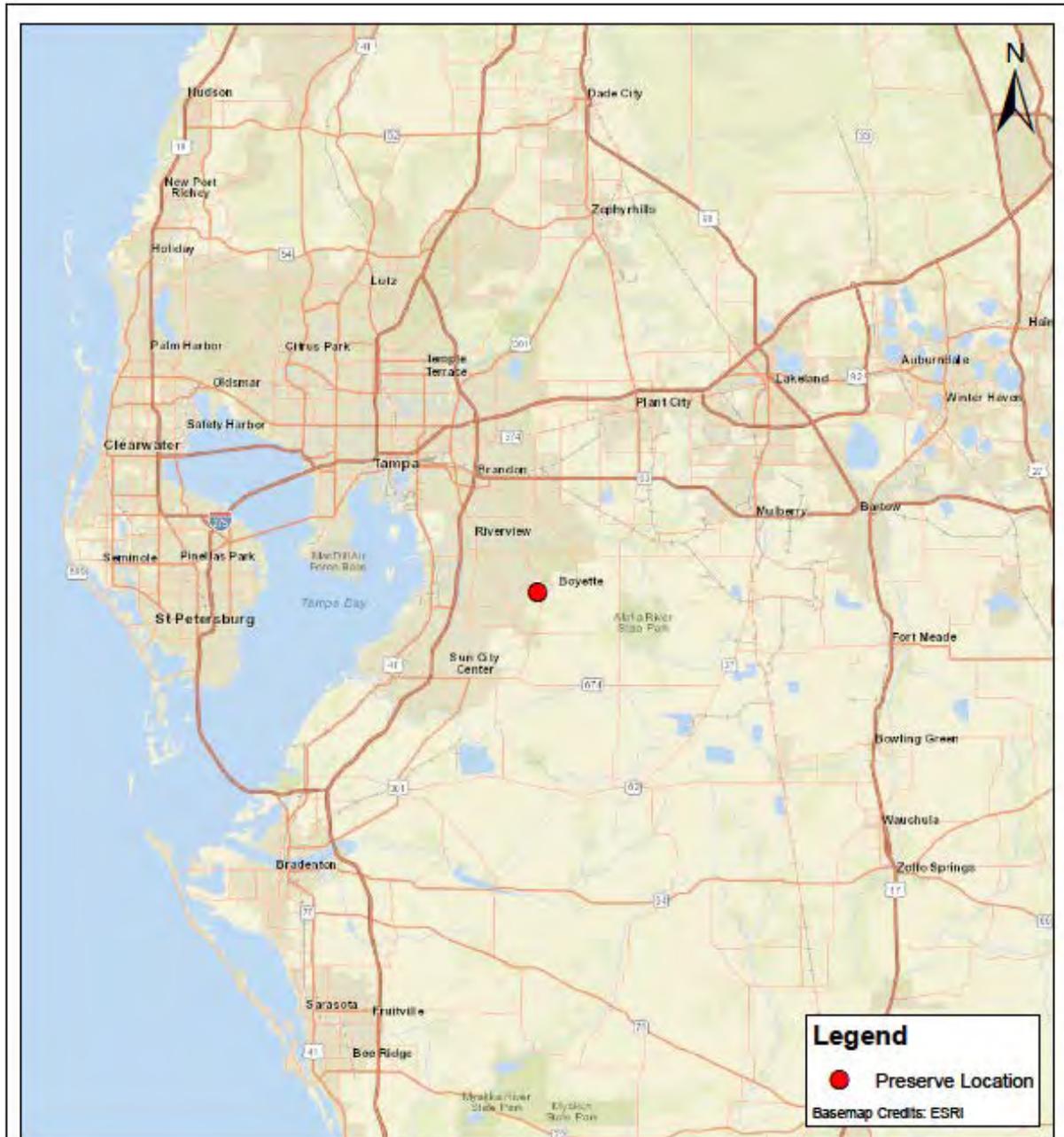
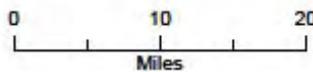


Figure 1 - Location of the Triple Creek Preserve



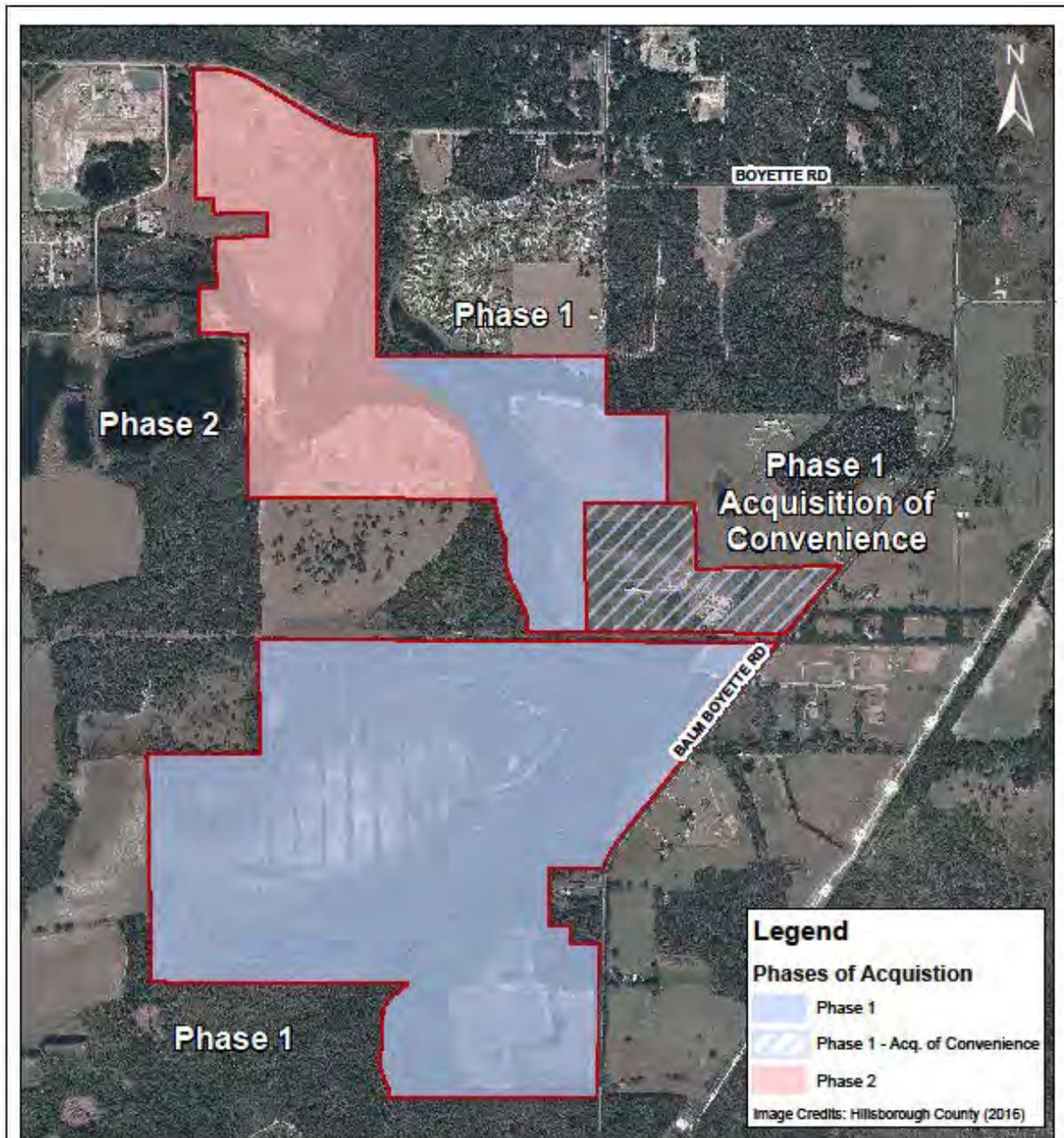
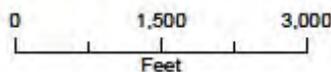


Figure 2 - Phases of Acquisition for the Triple Creek Preserve



Triple Creek Preserve was acquired at a time of rapid urbanization in eastern Hillsborough



County, and these patterns have continued – construction associated with residential development is ongoing immediately west of the Preserve. Land use changes between 1994 and 2004 across the County resulted in a transition from 58.0% agricultural and vacant land in 1994 to 41.0% in 2004 ([http://www.planhillsborough.org/wp-content/uploads/2012/12/FLUE-Figure-3-Agriculture and Vacant Land Change.pdf](http://www.planhillsborough.org/wp-content/uploads/2012/12/FLUE-Figure-3-Agriculture%20and%20Vacant%20Land%20Change.pdf)), and this was particularly prominent in the vicinity of Triple Creek Preserve. Although Triple Creek Preserve lies outside of the County's Urban Service Area boundary, the Future Land Use map illustrates the potential for expansive residential uses around the Preserve ([http://www.planhillsborough.org/wp-content/uploads/2013/02/Adopted Unincorporated FLU.pdf](http://www.planhillsborough.org/wp-content/uploads/2013/02/Adopted%20Unincorporated%20FLU.pdf)).

The purchase of Triple Creek, Rhodine Scrub, Balm Boyette Scrub and the other Preserves in this portion of Hillsborough County conserves green space, protects a variety of natural communities and associated wildlife, helps to protect water quality, and provides for natural resource-based recreational opportunities. Conservation of these Preserves provides a corridor of more than 20,000 acres of natural lands under management by Hillsborough County or the state of Florida in the Alafia River watershed. Acquisition of the additional tracts approved for purchase by the ELAPP (**Figure 3**) would improve upon this successful program of natural lands conservation and management in Hillsborough County.

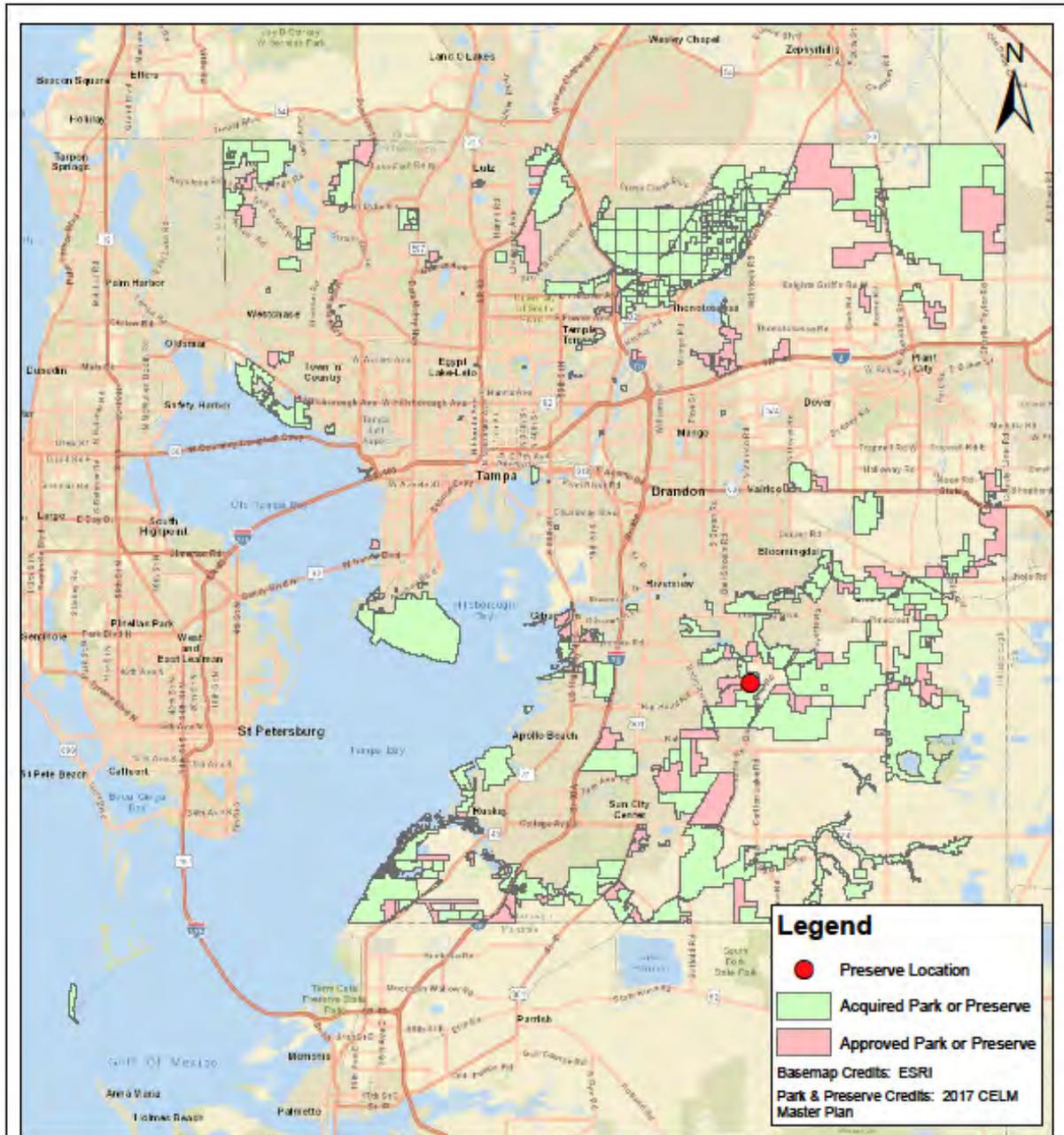
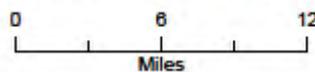


Figure 3 – Acquired and Approved Conservation Acquisitions by the Jan K. Platt Environmental Lands Acquisition and Protection Program



Objectives of the Acquisition

At the time of the acquisition of the first phase of Triple Creek, numerous objectives were defined. These included the following:

- Manage the property as a biological preserve through the application of resource management strategies that enhance site conditions for use by indigenous fauna, particularly imperiled species, and promote natural biological diversity.
- Identify and establish compatible passive recreational land uses.
- Maintain site security through a combination of active and passive measures.
- Establish interpretive materials that may be used for educational purposes.
- Coordinate management with Balm Boyette Scrub Preserve to the south and Rhodine Scrub Preserve to the north.

Management Plans for each of the two phases of Triple Creek were prepared in 2000 and 2006; these plans provide the historical background and justification for joint acquisition by FCT and ELAPP. Each Management Plan was subject to a review and update, and this Management Plan provides that update and consolidates the reporting timeframes, goals, and objectives for the two phases of Triple Creek Preserve.

The Grant Awards and their requirements, and the special conditions associated with the Triple Creek acquisition are included in **Appendices 2 and 3**. This Plan is consistent with the 1981 State Lands Management Plan. Planned activities and actions are expected to enhance the resources the state sought to protect with the acquisition of the land, pursuant to Grant Awards finalized in 2002 for Phase 1 and in 2006 for Phase 2. There are no incompatible uses pursuant to Ch. 253.034(10) FS (now sub-paragraph (9) FS). Alternative uses for Triple Creek Preserve were considered during the ELAPP review process and, after acquisition, these alternative uses have been relegated to the agreed-upon priorities for natural resource protection.

Requirements of the Grant Awards

The Grant Awards include numerous requirements of this management plan that are consistent with the land management checklist for conservation lands. These items include formatting and substance such as requirements for:

1. An introduction containing the project name, location and other background information relevant to management,
2. The stated purpose for acquiring the Project Site as proposed in the application and a prioritized list of management objectives,
3. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics,
4. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources,
5. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used,
6. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas,

7. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable,
8. A description of proposed educational displays and programs to be offered, if applicable,
9. A description of how the management will be coordinated with other agencies and public lands, if applicable,
10. A schedule for implementing the development and management activities of the Management Plan, and
11. Cost estimates and funding sources to implement the Management Plan.

In addition, several of the Special Management Conditions within the Grant Awards for Phase 1 and/or Phase 2 define specific requirements that were to be considered in site development, restoration, management and inventories. These conditions require that:

1. Two or more resource-based outdoor recreational facilities including a nature trail and picnic pavilions and two or more user-oriented outdoor recreation facilities including a playground and a BMX bicycle track shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the environmental resources on the project site without causing harm to those resources.
2. Development and management of the project site will be done in a manner to protect the water quality of Bell Creek adjacent to the project site.
3. Approximately 60 acres of degraded upland shall be restored to a natural community within Triple Creek Phase 1 and approximately 158 acres of degraded uplands shall be restored in Triple Creek Phase 2.
4. The flow of Boggy Creek shall be restored by replacing a failed culvert with a bridge crossing thereby improving the hydrology and enhancing the wetlands in terms of biological composition and ecological function.
5. The shoreline of the borrow pit on the project site will be graded to form shallow littoral shelves and planted to create a natural wetland community in terms of biological composition and ecological function.
6. Management of the project site shall be coordinated with management of the adjacent Balm Boyette Scrub Preserve.
7. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking areas shall incorporate previous material wherever feasible. Stormwater management facilities on the project site shall be designed to provide recreational open space and wildlife habitat.
8. The project site shall be managed as part of the Hillsborough County recreational trail system. Proposed trail system improvements shall include the extension of the multipurpose trail network and trailhead facilities.
9. Bike parking stands shall be installed at the project site to provide an alternative to automobile transportation to the project site.
10. The development and management of the project site shall extend trails from Triple Creek Greenway Phase I to Rhodine Scrub and provide trailhead facilities, to ensure the

project site is managed as part of a linked trail system.

11. The requirements proposed by other grant programs that may be sought for activities associated with the project site shall not conflict with the terms and conditions of the agreements.

Easements, Concessions, and Leases

There are no easements within the Triple Creek Preserve. The two phases of Triple Creek are divided by a 100-foot right-of-way for the proposed Big Bend Road. There are existing potable water lines in the right-of-way, but the road has not yet been constructed.

Leases for the BMX, Triple Creek Remote Control facilities and a cattle lease to the Hillsborough County School Board cover activities in the Acquisition of Convenience. Lease agreements for these facilities and easements for the minor utility uses are included in **Appendix 4**. There are no concessions on the Preserve.

Surplus Potential

Outside of the Acquisition of Convenience, all the lands in Triple Creek Preserve are still considered pertinent to the purpose of the acquisition and there is no recommendation to surplus any of the 901 acres. This determination is made based on the history and details of the acquisition process. Land acquisition through the County's ELAPP involves a rigorous process that determines suitability for acquisition, ranks the property's value compared with other potential acquisitions and involves a public review hearing before the Hillsborough County BOCC approve a purchase. Triple Creek Preserve's location within a network of conservation projects contributes to regionally significant ecological linkages and a comprehensive plan for protecting the Alafia River watershed. To surplus portions of the Preserve would compromise this larger scale effort and the conditions of acquisition through the ELAPP process.

With respect to the Acquisition of Convenience, Hillsborough County's ordinances provide guidance for surplussing lands acquired through the ELAPP. Specifically, Sections 24 - 25 outline the process for sale of property that is not essential to the preservation effort. Section (b)(3) confirms that for lands initially designated as Acquisition of Convenience, the Board of County commissioners "may convey fee simple or any other interest in said property as it deems appropriate." Therefore, the county may choose to sell the 68 acres in the Acquisition of Convenience in the future. At this time, however, it is believed that in this ever-narrowing corridor of natural lands associated with Triple Creek and the larger context of regional conservation, these lands are integral to connectivity and, should the Remote Control and BMX facilities be abandoned, CELM should consider adding these lands to the Preserve.

Potential Acquisitions to Enhance the Ecological Value of Triple Creek

The Hillsborough County BOCC has approved the purchase of additional conservation lands through the ELAPP and those include parcels that are just west of Triple Creek (Figure 3). Some of these areas are already being developed for residential communities, but for those that have not been developed, their acquisition would enhance the value of the Alafia ecological corridor. More locally, the improved pasture that lies south of the property would allow a larger restoration project that would not be compromised by incompatible land uses. The acquisition of

this parcel and the right-of-way associated with the proposed Big Bend Road would enhance site access, and would assure that management activities are not altered by a future roadway that would bisect Triple Creek Preserve.

If the parcel south of the Phase 2 acquisition were to be developed as a residential community and a substantial east-west road were to be constructed, these land uses could negatively affect the quality of the ecological linkage provided by Triple Creek Preserve and the ability to manage the property in the future.

Key Accomplishments since Completion of the Original Management Plans

- The property has been secured and access has been limited to appropriate, planned locations.
- An invasive exotic plant and animal eradication and control program has been implemented.
- A network of access roads has been maintained.
- Prescribed burning has taken place in defined management units.
- Restoration of historical plant diversity was initiated through seeding or plantings and the contracted work associated with these installations was completed.
- A recreation plan that is consistent with the objectives of the Preserve was prepared and initial phases have been constructed.
- The site is actively used for resource-based recreation. (Recreation activities that are not resource-based, i.e. BMX racing and the facilities for remote-control airplanes, are confined to the Acquisition of Convenience.)
- Repair and replacement of key culverts along several creek systems has been completed.
- Data have been collected on native plants and animals that occur on Triple Creek Preserve and the adjacent Rhodine and Balm Boyette Scrub Preserves.
- A comprehensive master plan was completed for all Preserves and was adopted by the Hillsborough County BOCC on April 6, 2017. The master plan included long-term goals for resource-based recreation on Triple Creek and adjacent Preserves in the Alafia River corridor. Key to Triple Creek Preserve was the recognition that, consistent with the recreation plan included in the Grant Award, planned recreation should be passive and primitive. A number of uses were considered during a stakeholder workshop conducted as a part of the Master Plan, and many of these uses were considered incompatible for Triple Creek Preserve. These included: All-Terrain Vehicle (ATV) access, full-service camping, hunting of native species and active recreational fields. In the larger context, a proposed 25-mile hiking and backpacking loop was generally identified for public lands in the Alafia River corridor. This loop would include Triple Creek, Alderman's Ford, Balm Boyette Scrub, Fish Hawk, and Rhodine Scrub Preserves, along with Alafia River Corridor and Alafia River State Park tracts owned by the Southwest Florida Water Management District (SWFWMD) and the State of Florida. A copy of the Executive Summary (or the entire Plan) can be obtained from the Hillsborough County CELM.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

(NEED A LETTER FROM THE COUNTY STATING THAT THIS MANAGEMENT PLAN IS CONSISTENT WITH THE COMP PLAN)

Conservation and Aquifer Recharge Element

The Triple Creek Preserve acquisitions were consistent with the Hillsborough County comprehensive plan, and they continue to remain consistent (<http://www.planhillsborough.org/hillsborough-county-comprehensive-plan/>). Specifically, Objective 16 of the Conservation and Aquifer Recharge Element states that “the county shall continue to increase the acreage of natural preserve lands and to ensure their protection and proper use.” Policy 16.1 states that “the county shall continue to implement the environmental land acquisition and protection program, at funding levels equal to or greater than the current funding level of one quarter mill.” The ongoing and proposed management actions at Triple Creek are also consistent with Objective 13 related to conservation of significant wildlife habitat, Objective 14 related to protection of listed species, and Objective 15 related to the control of exotic nuisance species. This management plan is consistent with the objectives and policies for natural resource protection outlined throughout the Conservation and Aquifer Recharge Element.

Recreation and Open Space Element

Similarly, the existing and proposed management actions for Triple Creek are consistent with the Recreation and Open Space Element of Hillsborough County’s Comprehensive Plan. Specifically, the plan is consistent with Objective 2, which states “the county shall continue providing improvements for public access to parks and recreational facilities and waterfront lands, including beaches and shores, by implementing the policies...” in the Comprehensive Plan. In that regard, Policy 3.1 states that “the county, through such programs as the Environmental Lands Acquisition and Protection Program, shall continue to identify, secure, and manage open space for the purpose of conservation, preservation, and provision of open space corridors and park and recreational needs.” Objective 4, Hillsborough Greenways Master Plan, states that “the county shall develop a Greenway system by implementing the Hillsborough Greenways Master Plan which identifies ways to interconnect recreation and conservation land.”

Future Land Use Element

The Future Land Use Element of the Comprehensive Plan also includes a context relevant to management objectives of Triple Creek Preserve. Objective 13 states that “new development and redevelopment shall not adversely impact environmentally sensitive areas and other significant natural systems as described and required within the Conservation and Aquifer Recharge Element...of the Comprehensive Plan.” Specific policies within this objective require the identification of potential acquisition areas defined by the ELAPP and a provision to protect significant wildlife habitat.

Land Development Code

Hillsborough County’s Land Development Code has a number of provisions that are relevant to the objectives of the Triple Creek Management Plan. Section 4.01.11 – Natural Preserve – states that “land owned by the public or by a private, nonprofit conservation organization and held for natural preservation purposes shall be protected from any adjacent development that would adversely impact the lands or interfere with the stated habitat management and conservation use objectives of that property, including prescribed burning”. The Land Development Code requires



that adjacent development provide a project compatibility plan that is developed in cooperation with the management entity of the conservation land (Section 4.01.11B).

Current information related to the ELAPP can be found within County Ordinances at: https://library.municode.com/fl/hillsborough_county/codes/code_of_ordinances_part_a?nodeId=HICOCOORLA_CH24ENNARE_ARTIIENLAACPRPREL. Among other things, Article II within Chapter 24 – Environmental and Natural Resources defines the process for bonding, acquiring and disposing of lands not essential to the preservation effort.

NATURAL RESOURCES

Excluding the 68 acres in the Acquisition of Convenience, Triple Creek Preserve includes 901.0 acres of lands under natural resource management. The underlying soils and natural communities within these 901 acres areas provide an historical and a current dataset upon which to base management decisions. Wildlife and plants observed on site, including imperiled species, provide an indicator of biological diversity and establish a baseline upon which to enhance the quality of habitat with focused natural resource management.

Soils

The site is comprised of 13 soil types as defined by the 1989 Soil Survey of Hillsborough County (https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/florida/FL057/0/hillsborough.pdf) (**Figure 4**). These soil types are categorized into xeric, mesic, and hydric soil moisture regimes. The purpose of reviewing soil types is to verify and correlate soil types with natural communities and rectify any inconsistencies with field reconnaissance. Soil types were also used to provide a “blueprint” for restoration of disturbed areas.

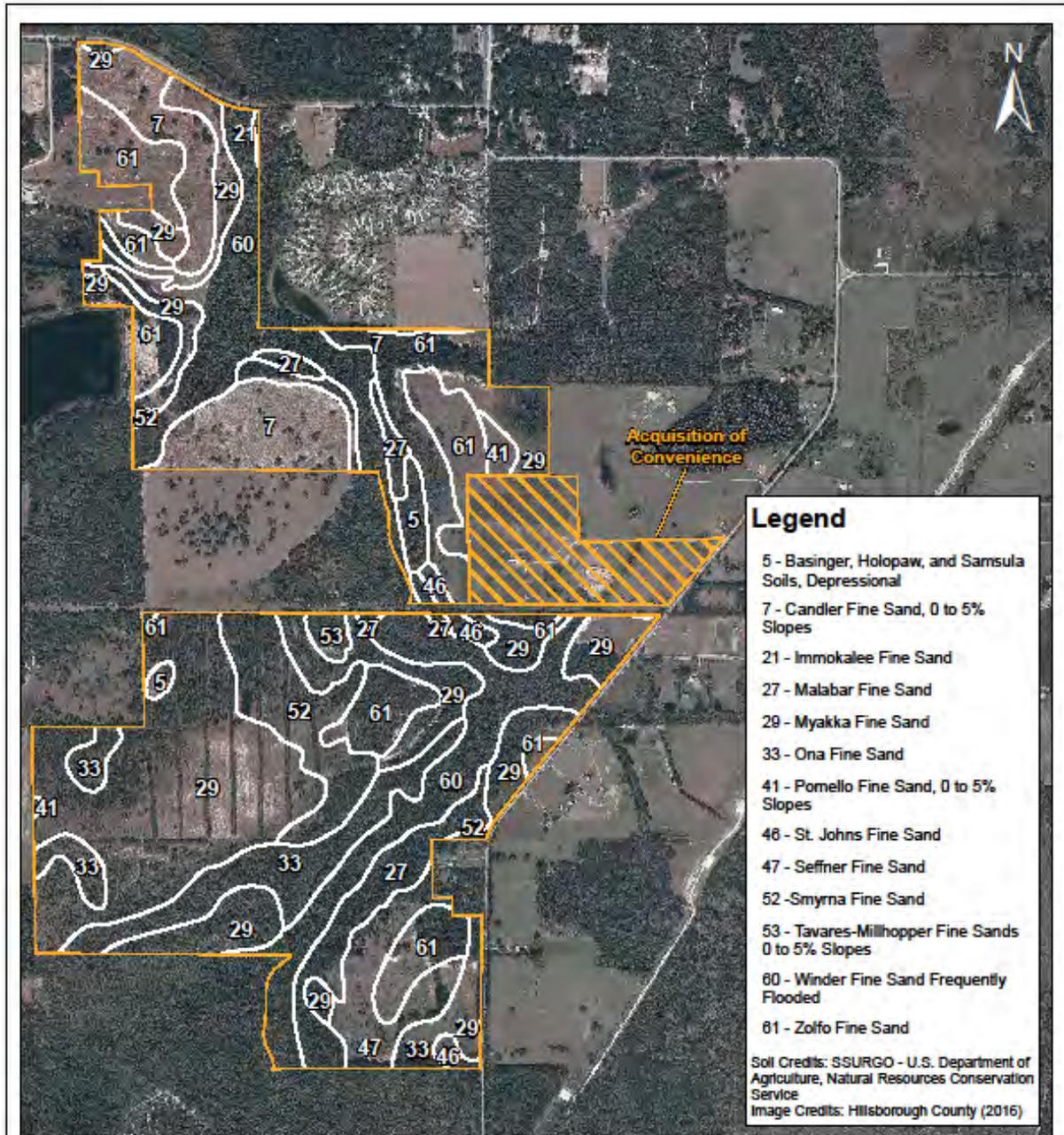
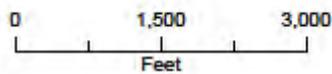


Figure 4 - Soils of the Triple Creek Preserve

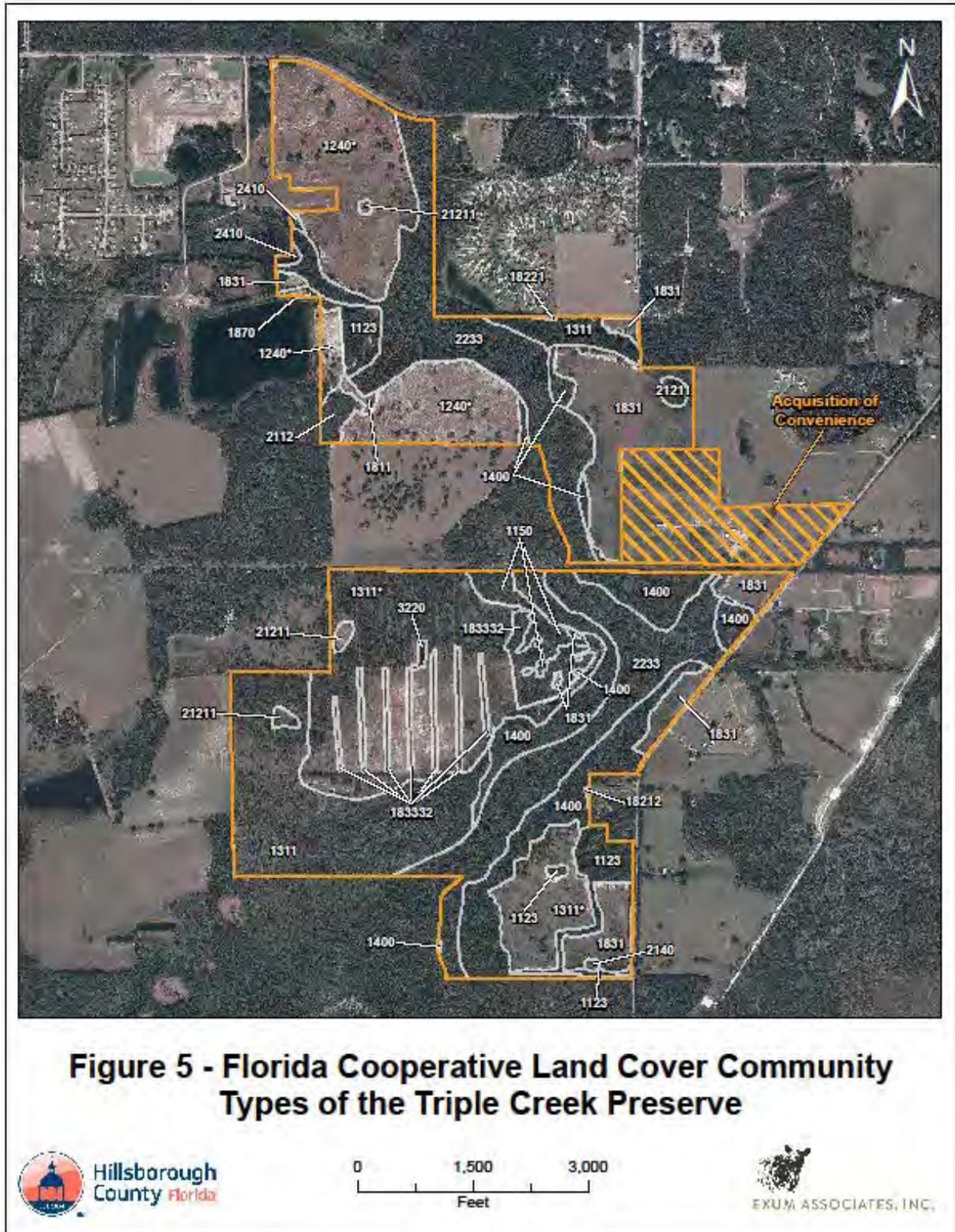




Xeric Soils

Candler fine sand, 0 to 5 percent slopes (Map Unit 7 – 79.0 acres)

This is an excessively well drained and rapidly permeable soil type that typically occurs on ridges and sandhill communities. It consists of sandy layers 80 or more inches deep. The water table is situated at depths greater than 80 inches. This soil type lies under the Sandhill Under Restoration habitat type at Triple Creek Preserve (**Figure 5**).





Pomello fine sand (Map Unit 41 – 4.9 acres)

This soil is nearly level and moderately well drained. Typically, it has a surface layer of very dark gray, fine sand about 3 inches thick. The subsurface layer is a light gray, fine sand that extends to a depth of about 43 inches. In most years, the seasonal high-water table is at a depth of 24 to 40 inches for 1 to 4 months and recedes to a depth of 40 to 60 inches below the soil surface during dry periods. At Triple Creek, this soil type lies under the Rural Open habitat type that is proposed for restoration, likely as a scrubby flatwoods community.

Tavares-Millhopper fine sand (Map Unit 53 – 5.3 acres)

This soil is nearly level and moderately well drained. Typically, the top 4 to 6 inches of soil is grayish brown (Tavares) to dark gray (Millhopper fine sand). The Tavares subsurface layer is pale brown, fine sand that extends to a depth of about 32 inches. The Millhopper subsurface layer consists of brown fine sand to a depth of 9 inches, then a layer of light yellowish brown, fine sand to a depth of 25 inches. Tavares soil has a seasonal high-water table at a depth of 40 to 80 inches for more than 6 months, and it recedes to a depth of more than 80 inches below the soil surface during prolonged dry periods. Millhopper soil has a seasonal high-water table at a depth of 40 to 60 inches for 1 to 4 months, and it recedes to a depth of 60 to 72 inches below the soil surface for 2 to 4 months. This soil type lies under the Xeric Hammock habitat type at Triple Creek Preserve.

Zolfo fine sand (Map Unit 61 – 103.9 acres)

Zolfo fine sand is a nearly level and somewhat poorly drained soil typically occurring on sandhills and landscapes slightly higher in elevation than surrounding flatwoods. It consists of sandy layers 80 or more inches deep. The seasonal high-water table is at depths of 18 to 40 inches during the summer rainy season and recedes during the rest of the year. This soil type lies under the Xeric Hammock, Coniferous Plantations and Sandhill Under Restoration habitat types at Triple Creek Preserve.

Mesic Soils

Immokalee fine sand (Map Unit 21 – 0.6 acre)

Immokalee fine sand is a nearly level, poorly drained soil with sandy layers more than 72 inches thick, typically occurring in mesic flatwoods. In most years, the seasonal high-water table is within 6 inches of the surface for 2 to 6 months. It occurs 0.6 acre in the northeast corner of the site in an area mapped as Mixed Wetland Hardwoods.

Myakka fine sand (Map Unit 29 – 337.3 acres)

This soil has characteristics similar to Immokalee fine sand. In most years, the seasonal high-water table fluctuates to a depth of 10 inches for 1 to 4 months and recedes to a depth of 40 inches below the soil surface during prolonged dry periods. Myakka fine sand lies under Mesic Flatwoods, Mesic Flatwoods Under Restoration, Mixed Hardwood-Coniferous, and Rural Open habitat types at Triple Creek Preserve.

Ona fine sand (Map Unit 33 – 74.4 acres)

This soil is a nearly level and poorly drained soil type that has a 4-inch-thick, very dark gray, fine sand topsoil. The upper part of the subsoil, to a depth of about 8 inches, is a distinctive black fine sand. In most years, the seasonal high-water table fluctuates to a depth of 10 inches for more

than 2 months and recedes to a depth of 10 - 40 inches below the soil surface for 6 months or more. On a fine sand lies under Mesic Flatwoods and Mixed Hardwood-Coniferous habitat types at Triple Creek Preserve.

St. Johns fine sand (Map Unit 46 – 7.7 acres)

This soil is a nearly level and poorly drained soil. The upper part of the surface layer is a black fine sand about 6 inches thick. The lower part, to a depth of about 12 inches, is very dark greyish brown fine sand. In most years, the seasonal high-water table fluctuates to a depth of 15 inches for 2 to 6 months and recedes to a depth of 15 to 30 inches below the soil surface during prolonged dry periods. This soil type lies under the Mixed Hardwood-Coniferous habitat type at Triple Creek Preserve.

Seffner fine sand (Map Unit 47 – 34.7 acres)

This soil is a nearly level, somewhat poorly drained soil that occurs on low ridges and flatwoods. In most years, the seasonal high-water table is at a depth of 20 to 40 inches for 2 to 6 months and recedes to a depth of less than 60 inches below the soil surface during prolonged dry periods. This soil type lies under the Mesic Flatwoods Under Restoration habitat type at Triple Creek Preserve.

Smyrna fine sand (Map Unit 52 – 49.3 acres)

This soil type is nearly level and poorly drained, typically occurring in flatwoods. The water table is at depths of less than 18 inches for 1 to 4 months in most years and between 12 and 40 inches for more than 6 months. In rainy seasons, the water table rises above the surface briefly. This soil type primarily lies under the Mesic Flatwoods Under Restoration habitat type at Triple Creek Preserve.

Hydric Soils

Basinger, Holopaw and Samsula (Map Unit 5 – 10.0 acres)

These are nearly level, poorly drained soil types in swamps and depressions in the flatwoods. In most years, the undrained areas are ponded for about 6 months. This soil type lies under the Depression Marsh and Mixed Wetland Hardwoods habitat types at Triple Creek Preserve.

Malabar fine sand (Map Unit 27 – 46.6 acres)

Malabar fine sand is a nearly level, poorly drained soil occurring in sloughs and along floodplains. The seasonal high-water table fluctuates from the soil surface to a depth of about 10 inches for 2 to 6 months. This soil type lies under the Mixed Wetland Hardwoods and Mixed Hardwood-Coniferous habitat types at Triple Creek Preserve.

Winder fine sand, frequently flooded (Map Unit 60 – 148.2 acres)

This soil is nearly level, poorly drained, and slowly to very slowly permeable, occurring in floodplains. The soil is flooded for long periods following prolonged rain events. Stream channels and steep escarpments isolate many areas. The seasonal high-water table fluctuates from the soil surface to a depth of 10 inches for 2 to 6 months. At Triple Creek, this soil type corresponds with the majority of the Bell Creek and Boggy Creek floodplains in the Mixed Wetland Hardwoods habitat type.



Natural Communities

The Florida Cooperative Land Cover (CLC) criteria developed by the Florida Fish and Wildlife Conservation Commission (FWC) and Florida Natural Areas Inventory (FNAI) was used as the base map for defining natural communities on the Triple Creek Preserve. Using historical and current aerial photography, and field reconnaissance across Triple Creek, these maps were edited to reflect the existing community descriptions (**Figure 5**). This work allowed a more detailed refinement of the CLC for the Preserve. Consideration of the hydrography and topography (**Figure 6**), and a series of historical aerials from 1938 to 2016 (**Figures 7A–7E**) informed the demarcation of vegetative community types on Triple Creek Preserve.

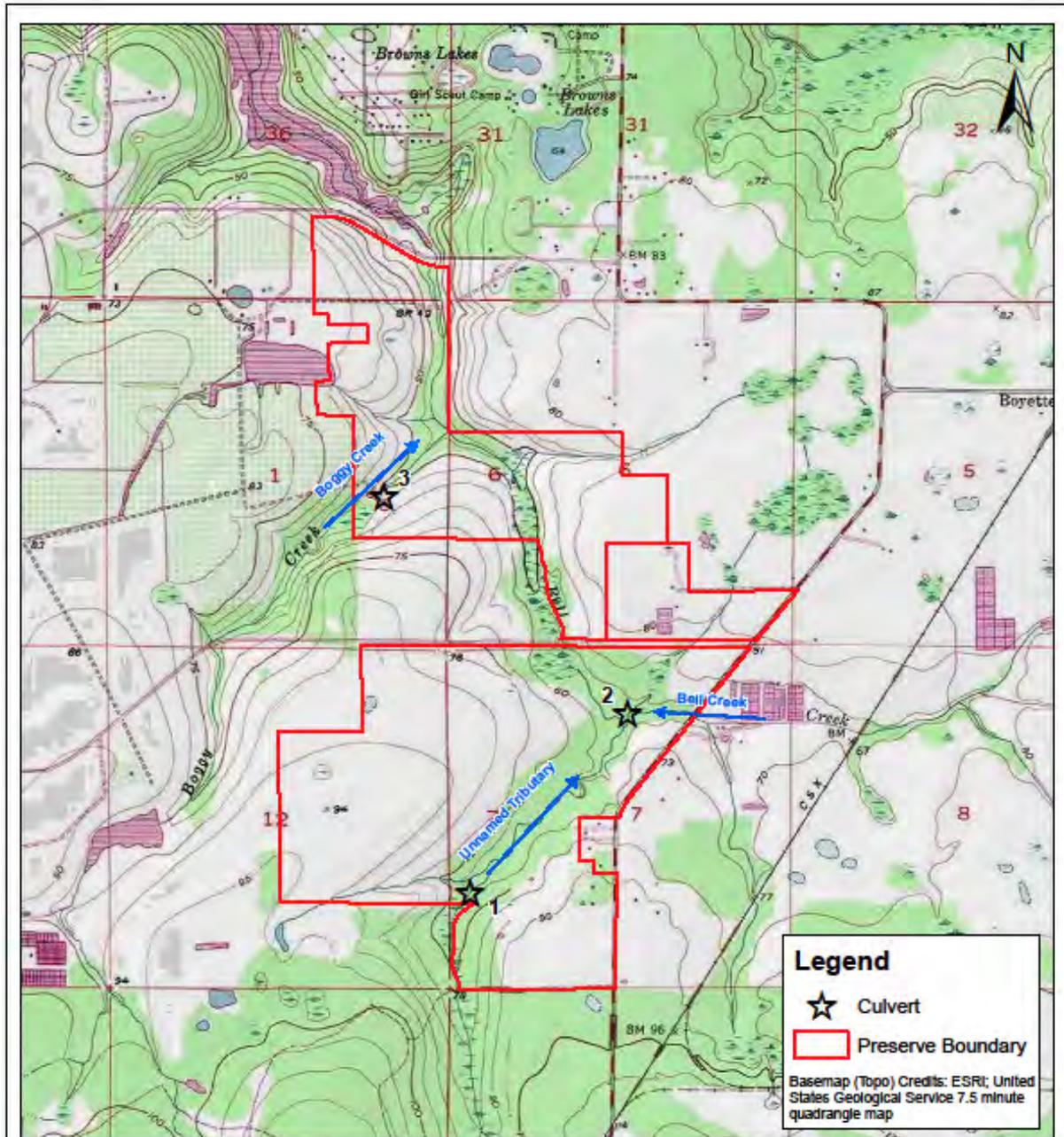
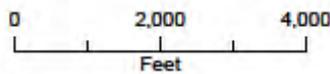


Figure 6 - Hydrography and Topography on the Triple Creek Preserve



Several small, incompatible CLC community types shown on Figure 5 are likely artifacts of the scale of the regional mapping effort that produced the original base map. For example, slivers of Extractive and Residential community types extend onto the Preserve. It is possible that these tiny areas do extend on-site, potentially because of some confusion over ownership, but it is more likely that they lie just off-site on private property. Until these issues are completely resolved, these slivers of urban or manmade community types will be kept on the Habitat Map. All slivers of Extractive and two Residential community types are combined into one category titled Mapping Artifacts in the discussion below.

In coordination with FNAI and the FWC, it was determined that the disturbed areas that had been at least partially restored would be mapped as the community that they are trending toward. Hence the designation of the two “Under Restoration” community types in this Management Plan: Mesic Flatwoods Under Restoration and Sandhill Under Restoration.

The mapping of CLC communities informs management actions, provides a snapshot of the existing biological diversity, and allows for the development of Indicators of Success for natural and restored community types on Triple Creek. The CLC community name, code, acreage, and description of dominant communities on Triple Creek follow. Scientific names of plants referred to in this Plan are depicted in **Table 1**. Nomenclature follows the Atlas of Florida Plants at <http://florida.plantatlas.usf.edu/> (Wunderlin et al. 2017), the Atlas of Amphibians and Reptiles in Florida at <https://www.floridamuseum.ufl.edu/herpetology/florida-amphibians-reptiles/checklist-atlas/> (Krysko et al. 2011), FWC’s profiles of Florida mammals at <http://myfwc.com/wildlifehabitats/profiles/mammals/>, and the American Ornithological Society’s Checklist of North and Middle American Birds at <http://checklist.aou.org/>.

<u>Scientific name</u>	<u>Common name</u>	<u>FLEPPC Category²</u>	<u>Listed Species Status³</u>
<i>Abrus precatorius</i>	rosary pea	I	
<i>Abutilon theophrasti</i> *	velvetleaf		
<i>Acer rubrum</i>	red maple		
<i>Adiantum tenerum</i>	brittle maidenhair		E-S ⁴
<i>Agalinis fasciculata</i>	beach false foxglove		
<i>Ageratina jucunda</i>	hammock snakeroot		
<i>Aletris lutea</i>	yellow colicroot		
<i>Ambrosia artemisiifolia</i>	common ragweed		
<i>Amphicarpum muhlenbergianum</i>	blue maidencane		
<i>Andropogon glomeratus</i>	bushy bluestem		
<i>Andropogon virginicus</i>	broomsedge bluestem		
<i>Apios americana</i>	groundnut		
<i>Araujia odorata</i> *	latex plant		



<i>Arisaema triphyllum</i>	jack-in-the-pulpit		
<i>Aristida gyrans</i>	corkscrew threeawn		
<i>Aristida spiciformis</i>	bottlebrush threeawn		
<i>Aristida stricta</i>	wiregrass		
<i>Aronia arbutifolia</i>	red chokeberry		
<i>Asclepias curtissii</i>	Curtiss' milkweed		E-S ⁴
<i>Asclepias feayi</i>	Florida milkweed		
<i>Asclepias pedicellata</i>	savannah milkweed		
<i>Asclepias perennis</i>	swamp milkweed		
<i>Asclepias tomentosa</i>	velvetleaf milkweed		
<i>Asclepias tuberosa</i>	butterflyweed		
<i>Asimina angustifolia</i>	slimleaf pawpaw		
<i>Asimina reticulata</i>	netted pawpaw		
<i>Asplenium auritum</i>	eared spleenwort		E-S ⁴
<i>Axonopus compressus</i>	tropical carpetgrass		
<i>Azolla filiculoides</i>	American waterfern		
<i>Baccharis glomeruliflora</i>	silverling		
<i>Baccharis halimifolia</i>	groundseltree		
<i>Begonia cucullata</i>	wax begonia	II	
<i>Bidens alba</i>	beggarticks		
<i>Bidens mitis</i>	smallfruit beggarticks		
<i>Boehmeria cylindrica</i>	false nettle		
<i>Bonamia grandiflora</i>	Florida lady's nightcap		E-S; T-US; ⁴
<i>Buchnera americana</i>	American bluehearts		
<i>Cabomba caroliniana</i>	Carolina fanwort		
<i>Callicarpa americana</i>	American beautyberry		
<i>Callisia cordifolia</i>	Florida roseling		
<i>Calopogon barbatus</i>	bearded grasspink		
<i>Calopogon multiflorus</i>	manyflowered grasspink		T-S ⁵
<i>Campsis radicans</i>	trumpet creeper		
<i>Cantinoa mutabilis*</i>	tropical bushmint		
<i>Carex elliotii</i>	Elliott's sedge		
<i>Carex gigantea</i>	giant sedge		
<i>Carex longii</i>	Long's sedge		
<i>Carex lupuliformis</i>	false hop sedge		
<i>Carphephorus corymbosus</i>	coastalplain chaffhead		
<i>Carphephorus odoratissimus</i>	vanillaleaf		



<i>Carphephorus odoratissimus var. subtropicanus</i>	pineland purple		
<i>Carpinus caroliniana</i>	American hornbeam		
<i>Carya glabra</i>	pignut hickory		
<i>Celtis laevigata</i>	sugarberry		
<i>Cenchrus echinatus</i>	southern sandbur		
<i>Centella asiatica</i>	spadeleaf		
<i>Cephalanthus occidentalis</i>	common buttonbush		
<i>Chamaecrista fasciculata</i>	partridge pea		
<i>Chapmannia floridana</i>	Florida alicia	endemic	
<i>Chaptalia tomentosa</i>	woolly subbonnets		
<i>Chasmanthium laxum</i>	slender woodoats		
<i>Chionanthus pygmaeus</i>	pigmy fringetree		E-S; E-US ⁴
<i>Chrysopsis floridana</i>	Florida golden aster		E-S; E-US ⁴
<i>Cicuta maculata</i>	spotted water hemlock		
<i>Cinnamomum camphora</i>	camphortree	I	
<i>Cirsium horridulum</i>	purple thistle		
<i>Citrus reticulata</i> *	tangerine		
<i>Clerodendrum indicum</i> *	turk's turban		
<i>Cnidioscolus stimulosus</i>	tread-softly		
<i>Colocasia esculenta</i>	wild taro	I	
<i>Commelina diffusa</i>	common dayflower		
<i>Commelina erecta</i>	whitemouth dayflower		
<i>Condea verticillata</i> *	John Charles		
<i>Conoclinium coelestinum</i>	blue mistflower		
<i>Coreopsis floridana</i>	Florida tickseed	endemic	
<i>Coreopsis grandiflora</i>	largeflower tickseed		
<i>Coreopsis leavenworthii</i>	Leavenworth's tickseed		
<i>Cornus foemina</i>	swamp dogwood		
<i>Crinum americanum</i>	seven sisters		
<i>Crocanthemum corymbosum</i>	pinebarren frostweed		
<i>Crotalaria lanceolata</i> *	lanceleaf rattlebox		
<i>Crotalaria rotundifolia</i>	rabbitbells		
<i>Cynodon dactylon</i>	bermudagrass		
<i>Cuphea carthagenensis</i> *	Colombian waxweed		
<i>Cyperus croceus</i>	Baldwins's flatsedge		
<i>Cyperus haspan</i>	haspan flatsedge		
<i>Cyperus ovatus</i>	pinebarren flatsedge		



<i>Dactyloctenium aegyptium</i>	durban crowfootgrass	II	
<i>Dalea pinnata</i>	summer farewell		
<i>Dendrophylax porrectus</i>	needleroot airplant orchid		T-S ⁴
<i>Desmodium incanum</i> *	zarzabacoa comun		
<i>Dichanthelium aciculare</i>	needleleaf witchgrass		
<i>Dichanthelium commutatum</i>	variable witchgrass		
<i>Dichanthelium ensifolium</i>	cypress witchgrass		
<i>Dichondra caroliniensis</i>	Carolina ponysfoot		
<i>Digitaria longiflora</i> *	Indian crabgrass		
<i>Digitaria serotina</i>	blanket crabgrass		
<i>Digitaria violascens</i> *	violet crabgrass		
<i>Diodia virginiana</i>	Virginia buttonweed		
<i>Diospyros virginiana</i>	common persimmon		
<i>Drosera brevifolia</i>	dwarf sundew		
<i>Drymaria cordata</i> *	drymarry		
<i>Dyschoriste humistrata</i>	swamp twinflower		
<i>Dyschoriste oblongifolia</i>	oblongleaf twinflower		
<i>Dysphania ambrosioides</i> *	Mexican tea		
<i>Elephantopus elatus</i>	tall elephantsfoot		
<i>Eragrostis hirsuta</i>	bigtop lovegrass		
<i>Erigeron vernus</i>	early whitetop fleabane		
<i>Eriocaulon compressum</i>	flattened pipewort		
<i>Eryngium baldwinii</i>	Baldwin's eryngo		
<i>Eryngium yuccifolium</i>	button rattlesnakemaster		
<i>Eupatorium capillifolium</i>	dogfennel		
<i>Eupatorium compositifolium</i>	yankeeweed		
<i>Eupatorium rotundifolium</i>	roundleaf thoroughwort		
<i>Euthamia caroliniana</i>	slender flattop goldenrod		
<i>Fraxinus caroliniana</i>	Carolina ash		
<i>Fraxinus pennsylvanica</i>	green ash		
<i>Froelichia floridana</i>	cottonweed		
<i>Fumaria officinalis</i> *	drug fumitory		
<i>Galactia elliotii</i>	Elliott's milkpea		
<i>Galium hispidulum</i>	coastal bedstraw		
<i>Galium tinctorium</i>	stiff marsh bedstraw		
<i>Gelsemium sempervirens</i>	yellow jessamine		
<i>Geobalanus oblongifolius</i>	gopher apple		
<i>Geranium carolinianum</i>	Carolina cranesbill		



<i>Glandularia tampensis</i>	Tampa mock vervain		E-S ⁴
<i>Gordonia lasianthus</i>	loblolly bay		
<i>Habenaria floribunda</i>	toothpetal false reinorchid		
<i>Helianthus angustifolius</i>	swamp sunflower		
<i>Helianthus floridanus</i>	Florida sunflower		
<i>Houstonia procumbens</i>	innocence		
<i>Hydrolea quadrivalvis</i>	waterpod		
<i>Hypericum cistifolium</i>	roundpod St.John's-wort		
<i>Hypericum hypericoides</i>	St.Andrew's-cross		
<i>Hypericum mutilum</i>	dwarf St.John's-wort		
<i>Hypericum myrtifolium</i>	myrtleleaf St.John's-wort		
<i>Hypericum tetrapetalum</i>	fourpetal St.John's-wort		
<i>Hypericum virginicum</i>	Virginia marsh St.John's-wort		
<i>Hypolepis repens</i>	creeping bramble fern		
<i>Hypoxis curtissii</i>	common yellow stargrass		
<i>Hypoxis juncea</i>	fringed yellow stargrass		
<i>Hyptis alata</i>	clustered bushmint		
<i>Ilex cassine</i>	dahoon		
<i>Ilex glabra</i>	gallberry		
<i>Imperata cylindrica</i>	cogongrass	I	
<i>Indigofera hirsuta</i>	hairy indigo		
<i>Iris hexagona</i>	Carolina iris		
<i>Itea virginica</i>	Virginia willow		
<i>Juncus coriaceus</i>	leathery rush		
<i>Juncus effusus</i>	soft rush		
<i>Juncus marginatus</i>	shore rush		
<i>Juncus scirpoides</i>	needlepod rush		
<i>Juniperus virginiana</i>	red cedar		
<i>Kelochloa verrucosa</i>	warty panicgrass		
<i>Krigia virginica</i>	Virginia dwarfdandelion		
<i>Kummerowia striata*</i>	Japanese clover		
<i>Lachnanthes carolina</i>	Carolina redroot		
<i>Lachnocaulon beyrichianum</i>	southern bogbutton		
<i>Lactuca graminifolia</i>	grassleaf lettuce		
<i>Lantana camara</i>	lantana	I	
<i>Lechea cernua</i>	nodding pinweed		T-S ⁴
<i>Lechea deckertii</i>	Deckert's pinweed		



<i>Lechea minor</i>	thymeleaf pinweed		
<i>Lechea torreyi</i>	piedmont pinweed		
<i>Lepidium virginicum</i>	Virginia pepperweed		
<i>Liatris gracilis</i>	slender gayfeather		
<i>Liatris pauciflora</i>	fewflower gayfeather		
<i>Liatris spicata</i>	dense gayfeather		
<i>Liatris tenuifolia</i>	shortleaf gayflower		
<i>Lilium catesbaei</i>	southern red lily		T-S ⁴
<i>Linaria canadensis</i>	Canadian toadflax		
<i>Liquidambar styraciflua</i>	sweetgum		
<i>Lobelia cardinalis</i>	cardinalflower		T-S ⁴
<i>Lobelia glandulosa</i>	glade lobelia		
<i>Lonicera japonica</i>	Japanese honeysuckle	I	
<i>Ludwigia peruviana</i>	Peruvian primrosewillow	I	
<i>Ludwigia repens</i>	creeping primrosewillow		
<i>Lupinus diffusus</i>	skyblue lupine		
<i>Lycopodiella cernua</i>	nodding club-moss		
<i>Lycopus rubellus</i>	taperleaf waterhorehound		
<i>Lygodesmia aphylla</i>	rose-rush		
<i>Lygodium japonicum</i>	Japanese climbing fern	I	
<i>Lyonia lucida</i>	fetterbush		
<i>Macrothelypteris torresiana*</i>	Mariana maiden fern		
<i>Magnolia grandiflora</i>	southern magnolia		
<i>Magnolia virginiana</i>	sweetbay		
<i>Melia azedarach</i>	Chinaberrytree	II	
<i>Melinis repens</i>	rose natalgrass	I	
<i>Melothria pendula</i>	creeping cucumber		
<i>Micromeria brownei</i>	Browne's savory		
<i>Mikania scandens</i>	climbing hempvine		
<i>Mimosa quadrivalvis var. angustata</i>	sensitive brier		
<i>Mitchella repens</i>	partridge berry		
<i>Morus alba*</i>	white mulberry		
<i>Myrica cerifera</i>	wax myrtle		
<i>Nekemias arborea</i>	peppervine		
<i>Nephrolepis brownii</i>	Asian sword fern	I	
<i>Nephrolepis cordifolia</i>	tuberous sword fern	I	
<i>Nephrolepis exaltata</i>	sword fern		
<i>Nyssa sylvatica var. biflora</i>	swamp tupelo		



<i>Oclemena reticulata</i>	whitetop aster		
<i>Oenothera simulans</i>	southern beeblossom		
<i>Oldenlandia uniflora</i>	clustered mille grains		
<i>Ophioglossum nudicaul</i>	slender adder's tongue		
<i>Ophioglossum palmatum</i>	hand fern		E-S ⁴
<i>Ophioglossum petiolatum</i>	stalked adder's tongue		
<i>Oplismenus hirtellus*</i>	woodsgrass		
<i>Opuntia humifusa</i>	pricklypear		
<i>Orontium aquaticum</i>	goldenclub		
<i>Orthochilus ecristatus</i>	giant orchid		T-S ⁵
<i>Osmunda cinnamomea</i>	cinnamon fern		
<i>Osmunda regalis</i>	royal fern		
<i>Oxalis corniculata</i>	common yellow woodsorrel		
<i>Oxalis debilis*</i>	pink woodsorrel		
<i>Paederia foetida*</i>	skunkvine	I	
<i>Panicum dichotomiflorum</i>	fall panicgrass		
<i>Panicum hemitomon</i>	maidencane		
<i>Panicum repens</i>	torpedograss	I	
<i>Panicum rigidulum</i>	red-top panicum		
<i>Parthenocissus quinquefolia</i>	Virginia creeper		
<i>Paspalum conjugatum</i>	sour paspalum		
<i>Paspalum laeve</i>	field paspalum		
<i>Paspalum nicorae*</i>	brunswickgrass		
<i>Paspalum notatum</i>	bahiagrass		
<i>Paspalum plicatulum</i>	brownseed paspalum		
<i>Paspalum urvillei*</i>	vaseygrass		
<i>Passiflora incarnata</i>	purple passionflower		
<i>Pecluma plumula</i>	plume polypody		E-S ⁴
<i>Pecluma ptilodon var. bourgeauana</i>	comb polypody		E-S ⁴
<i>Pellaea viridis*</i>	green cliff-brake		
<i>Persea borbonia</i>	red bay		
<i>Peltandra virginica</i>	green arrow arum		
<i>Phlebodium aureum</i>	golden polypody		
<i>Phoebanthus grandiflorus</i>	Florida false sunflower		
<i>Phoebanthus tenuifolius</i>	pineland false sunflower		
<i>Phoradendron leucarpum</i>	oak mistletoe		
<i>Phyla nodiflora</i>	turkey tangle frogfruit		
<i>Phytolacca americana</i>	pokeweed		



<i>Piloblephis rigida</i>	wild pennyroyal		
<i>Pinus clausa</i>	sand pine		
<i>Pinus elliottii</i>	slash pine		
<i>Pinus palustris</i>	longleaf pine		
<i>Piloblephis rigida</i>	wild pennyroyal		
<i>Pityopsis graminifolia</i>	narrowleaf silkgrass		
<i>Pleopeltis michauxiana</i>	resurrection fern		
<i>Pluchea camphorata</i>	camphorweed		
<i>Pluchea odorata</i>	sweetscent		
<i>Polygala lutea</i>	orange milkwort		
<i>Polygala rugelii</i>	yellow milkwort		
<i>Polygonum sp.</i>	smartweed		
<i>Polypremum procumbens</i>	rustweed		
<i>Pontederia cordata</i>	pickerelweed		
<i>Praxelis clematidea</i>		II	
<i>Prunus caroliniana</i>	Carolina laurelcherry		
<i>Prunus serotina</i>	black cherry		
<i>Pseudognaphalium obtusifolium</i>	sweet everlasting		
<i>Pteridium aquilinum</i>	brackenfern		
<i>Pteris vittata</i>	Chinese ladder brake	II	
<i>Pterocaulon pycnostachyum</i>	blackroot		
<i>Pyrrhopappus carolinianus</i>	Carolina desertchicory		
<i>Quercus geminata</i>	sand live oak		
<i>Quercus incana</i>	bluejack oak		
<i>Quercus laevis</i>	turkey oak		
<i>Quercus laurifolia</i>	laurel oak		
<i>Quercus myrtifolia</i>	myrtle oak		
<i>Quercus nigra</i>	water oak		
<i>Quercus pumila</i>	running oak		
<i>Quercus virginiana</i>	live oak		
<i>Rhapidophyllum hystrix</i>	needle palm		
<i>Rhexia mariana</i>	pale meadowbeauty		
<i>Rhexia nashii</i>	maid marian		
<i>Rhododendron viscosum</i>	swamp azalea		
<i>Rhus copallinum</i>	winged sumac		
<i>Rhynchosia reniformis</i>	dollarleaf		
<i>Rhynchospora microcephala</i>	bunched beaksedge		
<i>Richardia brasiliensis</i>	tropical Mexican clover		



<i>Rubus cuneifolius</i>	sand blackberry		
<i>Rubus pensilvanicus</i>	sawtooth blackberry		
<i>Rubus trivialis</i>	southern dewberry		
<i>Ruellia caroliniensis</i>	Carolina wild petunia		
<i>Rumex verticillatus</i>	swamp dock		
<i>Sabal palmetto</i>	cabbage palm		
<i>Sabatia grandiflora</i>	largeflower rosegentian		
<i>Saccharum giganteum</i>	sugarcane plumegrass		
<i>Salix caroliniana</i>	Carolina willow		
<i>Salvia lyrata</i>	lyreleaf sage		
<i>Salvinia minima</i>	water spangles	I	
<i>Sambucus nigra canadensis</i>	elderberry		
<i>Samolus valerandi subsp. parviflorus</i>	pineland pimpernel		
<i>Sapium sebiferum</i>	popcorn tree	I	
<i>Saururus cernuus</i>	lizard's tail		
<i>Schinus terebinthifolia</i>	Brazilian pepper	I	
<i>Schizachyrium sanguineum</i>	crimson bluestem		
<i>Schizachyrium scoparium</i>	little bluestem		
<i>Scirpus californicus</i>	giant bulrush		
<i>Scleria ciliata</i>	fringed nutrush		
<i>Scleria triglomerata</i>	tall nutrush		
<i>Scoparia dulcis</i>	sweetbroom		
<i>Serenoa repens</i>	saw palmetto		
<i>Sericocarpus tortifolius</i>	whiteweed aster		
<i>Sida rhombifolia</i>	Cuban jute		
<i>Sideroxylon rufohirtum</i>	rufous Florida bully		
<i>Sisyrinchium angustifolium</i>	narrowleaf blue-eyed grass		
<i>Sisyrinchium nashii</i>	Nash's blue-eyed grass		
<i>Sium suave</i>	hemlock waterparsnip		
<i>Smilax auriculata</i>	earleaf greenbrier		
<i>Smilax bona-nox</i>	saw greenbrier		
<i>Smilax glauca</i>	cat greenbrier		
<i>Smilax laurifolia</i>	laurel greenbrier		
<i>Smilax smallii</i>	Jackson vine		
<i>Solanum carolinense</i>	Carolina horsenettle		
<i>Solanum viarum</i>	tropical soda apple	I	
<i>Solidago chapmanii</i>	Chapman's goldenrod		



<i>Solidago fistulosa</i>	pinebarren goldenrod		
<i>Sophronanthe pilosa</i>	shaggy hedgehyssop		
<i>Sorghastrum secundum</i>	lopsided indiagrass		
<i>Sorghum halepense*</i>	Johnsongrass		
<i>Spiranthes vernalis</i>	spring ladiestresses		
<i>Sporobolus indicus</i>	smutgrass		
<i>Stellaria media*</i>	common chickweed		
<i>Stillingia sylvatica</i>	queensdelight		
<i>Styrax americanus</i>	American snowbell		
<i>Symphyotrichum adnatum</i>	scaleleaf aster		
<i>Symphyotrichum carolinianum</i>	climbing aster		
<i>Symphyotrichum dumosum</i>	rice button aster		
<i>Symphyotrichum simmondsii*</i>	Simmond's aster		
<i>Symphyotrichum walteri</i>	Walter's aster		
<i>Syngonanthus flavidulus</i>	yellow hatpins		
<i>Syngonium podophyllum*</i>	American evergreen		
<i>Taxodium distichum</i>	bald-cypress		
<i>Telmatoblechnum serrulatum</i>	toothed midsorus fern		
<i>Tephrosia hispidula*</i>	sprawling hoarypea		
<i>Tetrapanax papyrifer*</i>	ricepaper plant		
<i>Thelypteris dentata*</i>	downy maiden fern		
<i>Thelypteris hispidula var. versicolor</i>	hairy maiden fern		
<i>Thelypteris interrupta</i>	hottentot fern		
<i>Thelypteris kunthii</i>	widespread maiden fern		
<i>Thelypteris palustris var. pubescens</i>	marsh fern		
<i>Tiedemannia filiformis</i>	water cowbane		
<i>Tillandsia balbisiana</i>	northern needleleaf		T-S ⁴
<i>Tillandsia recurvata</i>	ballmoss		
<i>Tillandsia setacea</i>	southern needleleaf		
<i>Tillandsia usneoides</i>	Spanish moss		
<i>Tillandsia utriculata</i>	giant airplant		E-S ⁵
<i>Toxicodendron radicans</i>	poison ivy		
<i>Trichostema dichotomum</i>	forked blue curls		
<i>Trifolium repens*</i>	white clover		
<i>Triphora amazonica</i>	broadleaf noddingscaps		E-S ⁴
<i>Tripsacum dactyloides</i>	eastern gamagrass		
<i>Typha latifolia</i>	broadleaf cattail		



<i>Ulmus americana</i>	American elm		
<i>Urena lobata</i>	caesarweed	I	
<i>Utricularia subulata</i>	zigzag bladderwort		
<i>Vaccinium corymbosum</i>	highbush blueberry		
<i>Vaccinium darrowii</i>	Darrow's blueberry		
<i>Vaccinium myrsinites</i>	shiny blueberry		
<i>Vaccinium stamineum</i>	deerberry		
<i>Verbena tampensis</i>	Tampa vervain		
<i>Viburnum nudum</i>	possumhaw		
<i>Viburnum obovatum</i>	Walter's viburnum		
<i>Viola lanceolata</i>	bog white violet		
<i>Viola palmata</i>	early blue violet		
<i>Viola primulifolia</i>	primroseleaf violet		
<i>Viola sororia</i>	common blue violet		
<i>Vitis rotundifolia</i>	muscadine		
<i>Vittaria lineata</i>	shoestring fern		
<i>Woodwardia areolata</i>	netted chain fern		
<i>Woodwardia virginica</i>	Virginia chain fern		
<i>Ximenia americana</i>	tallow wood		
<i>Xyris caroliniana</i>	Carolina yelloweyed grass		
<i>Youngia japonica</i> *	Oriental false hawksbeard		
<i>Yucca filamentosa</i>	Adam's needle		
<i>Zephyranthes atamasca</i>	Atamasco lily		T-S ⁴
<i>Zeuxine strateumatica</i> *	soldier's orchid		
¹ Nomenclature and status from Atlas of Florida Plants (Wunderlin et al. 2017)			
² I=Category 1; II= Category 2 invasive exotic (FLEPPC 2017)			
³ S=state listed; US=federally-listed; E=endangered, T=threatened			
⁴ Potentially-occurring listed species that were not observed			
⁵ Listed Species that were observed			
*=Nonnative, but not listed by FLEPPC as Category I or II			

Live Oak (CLC Code 1123 – 28.0 acres)

The Live Oak community type on the Triple Creek Preserve is characterized by a closed canopy of live oak, with some water oak and laurel oak in areas where the community transitions to the Mixed Wetland Hardwood. This community type has been protected from fire in the recent past, and has likely prevailed as a result of fire suppression within historical sandhill communities at



Triple Creek Preserve. The sparse subcanopy vegetation includes scattered cabbage palm, American beautyberry and frequent occurrences of caesarweed, earleaf and laurel greenbrier, slender woodoats, brackenfern, saw palmetto, wiregrass, pricklypear, tall elephantsfoot, muscadine, Adam's needle, common persimmon, and yellow jessamine.



Live Oak: CLC Code 1123: 28 acres

Xeric Hammock (CLC Code 1150 – 12.5 acres)

This community type occurs over Tavares-Millhopper and Zolfo fine sands, and it likely occupied a greater area on Triple Creek historically. Dominant canopy species includes live oak, myrtle oak, and bluejack oak, along with scattered longleaf pine. Subcanopy vegetation is sparse, other than scattered patches of dense saw palmetto, shiny blueberry, blackroot, prickly pear, bluestem broomsedge, American beautyberry and tread-softly.



Xeric Hammock – CLC Code 1150: 12.5 acres

Sandhill Under Restoration (CLC Code 1240* – 139.2 acres)

The Sandhill Under Restoration habitat occupies well-drained soils that previously supported a sandhill plant community cleared of canopy and converted to improved pasture more than 50 years ago. This habitat underwent a restoration effort that included site preparation, seed harvesting and seeding/planting, and monitoring to ensure that the effort met specific success criteria. (An asterisk was used for the CLC Code to designate this unique aspect of this Sandhill community.) The success criteria that the contractor was required by the County to meet included the following:

1. Within 30 days after each herbicide event, the overall cover of exotic and potentially problematic plant species must be below 5%.
2. For at least 30 days prior to seeding/planting, and throughout the maintenance period (minimum of one year), the combined coverage of exotic and potentially problematic plant species must be below 5%.
3. All native plants that are marked by County staff prior to the commencement of site preparation are to be avoided during the herbicide applications. Special precautions should be taken by the Contractor to ensure that these documented plants are unharmed by herbicide. If any of the plants marked are killed, the Contractor must provide and plant a containerized plant of the same species and size at their own expense.
4. Two years after the introduction of native plant material, the mean density of seeded/planted species must be greater than 0.25 plants per square foot. The County's project monitoring will not be designed to determine the cause of a failure to meet the

success criteria; therefore, the effect of any fire, flood or drought events during the course of the contract will generally have to be corrected by the Contractor. It is not the desire of the County to shift all of the risk and uncertainty to the contractor, however. In the event that success criteria 4 is not fully met, the County will take into consideration the deviation of weather patterns/climate from the normal. A significant deviation from the normal may warrant leniency in portions of the project site.

In 2017, the dominant vegetation in the community includes bluestem broomsedge, dogfennel, Virginia pepperweed, common dayflower, skyblue lupine, southern sandspur, purple passionflower, Adam's needle, saw palmetto, groundsel tree, pricklypear, wiregrass, lovegrass, tropical Mexican clover, cottonweed, and pawpaw. There are scattered clumps of live oak and a few individual cabbage palms throughout this community type. There are exotic plants in this habitat, including bermudagrass, torpedograss, durban crowfootgrass, cogongrass, bahiagrass, rose natalgrass, camphortree, caesarweed, hairy indigo, and smutgrass. These invasive exotics are dominant in some patches and still require treatment to affect success of sandhill restoration.



Sandhill Under Restoration – CLC Code: 1240: 139.2 acres*

Mesic Flatwoods (CLC Code 1311 – 124.6 acres)

Based on historical aerials, this community has undergone substantial changes over the last 75 years. Much of the canopy was removed and the community was grazed by cattle for dozens of years. Still, after decades of human alteration, the Mesic Flatwoods community is predominantly covered by native species and a forested canopy. The canopy is dominated by slash pine and



longleaf pine along with other trees including water oak, laurel oak, live oak, red maple, and cabbage palm. Subcanopy species include dense saw palmetto, wax myrtle, red bay, highbush blueberry, and sweetgum. Understory plants include bluestem broomsedge, muscadine, yellow jessamine, brackenfern, gallberry, wild pennyroyal, partridge pea, laurel greenbrier, caesarweed, American beautyberry, winged sumac, slender flattop goldenrod, running oak, blackberry, tall elephantsfoot, and gopher apple.

Small areas dominated by wetland plants occur in this community type. These areas are likely present due to a shallow confining layer of soils, the absence of fire, or slight changes in elevation. They are characterized by saturation or shallow inundation in the rainy season and the prevalence of plants such as cinnamon fern, maidencane, pale meadowbeauty, Carolina redroot, sweetbay, sweetscent, button rattlesnakemaster, blue maidencane, and bushy bluestem.



Mesic Flatwoods – CLC Code 1311: 124.6 acres

Mesic Flatwoods Under Restoration (CLC Code 1311* – 178.1 acres)

Unlike the intact Mesic Flatwoods community, the Mesic Flatwoods Under Restoration community type was converted improved pasture. In the early 1980s (see **Figure 7C** in the 5-Figure series of historical aerial photographs of the Preserve and vicinity from 1938 - 2016), this area was scraped of native vegetation and subsequently planted with rows of slash pine. Restoration of natural habitats began in 2012 and is ongoing. The objective is to return this community to the biological diversity typical of flatwoods and scrubby flatwoods communities. (An asterisk was used for the CLC Code to designate this unique aspect of this Mesic Flatwoods community.)



EXUM ASSOCIATES, INC.



Mesic Flatwoods Under Restoration – CLC Code 1311: 178.1 acres*

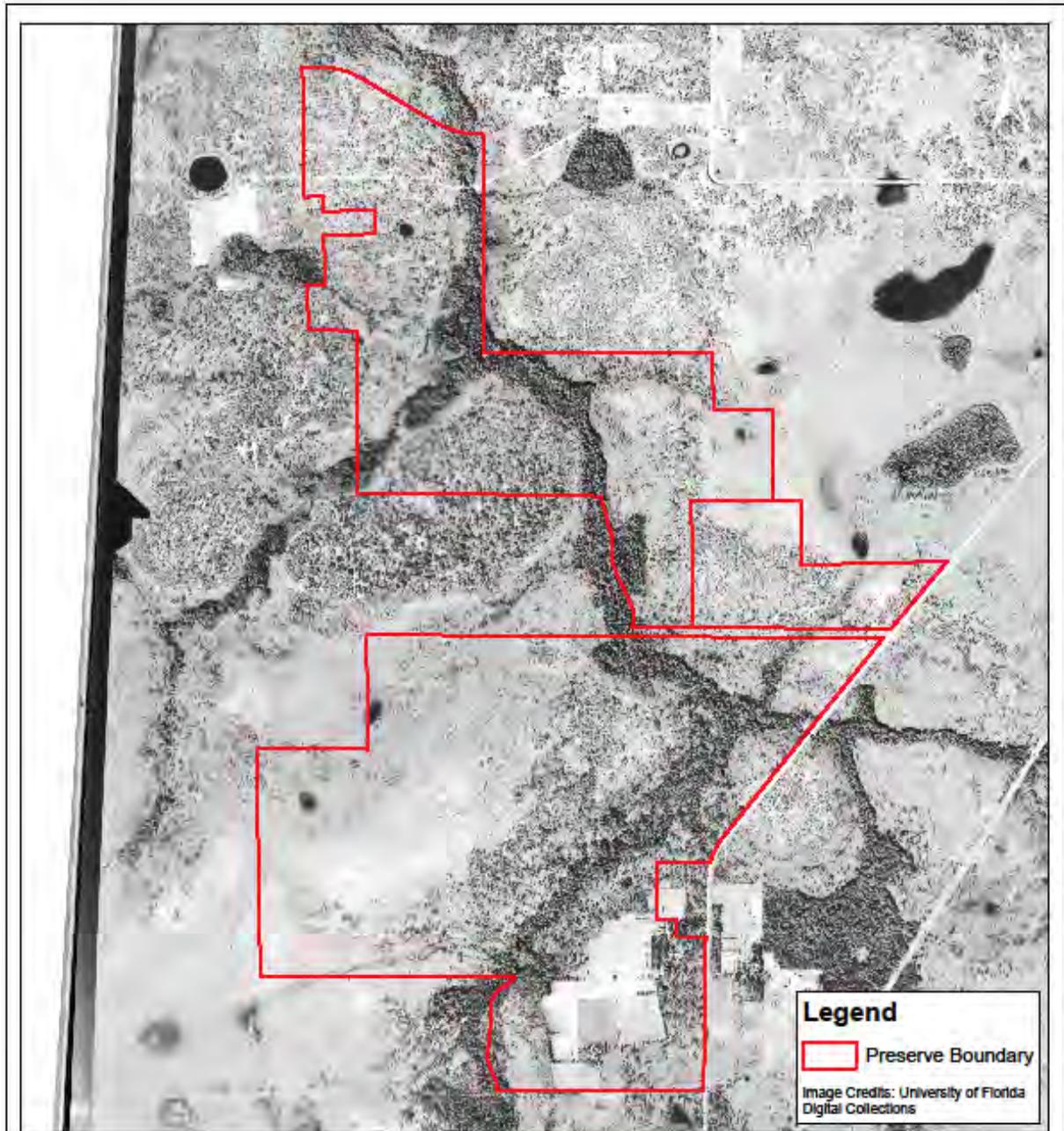
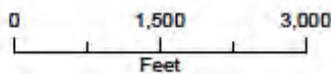


Figure 7A - Historical Aerial Photography Covering the Triple Creek Preserve for the Year 1938





EXUM ASSOCIATES, INC.

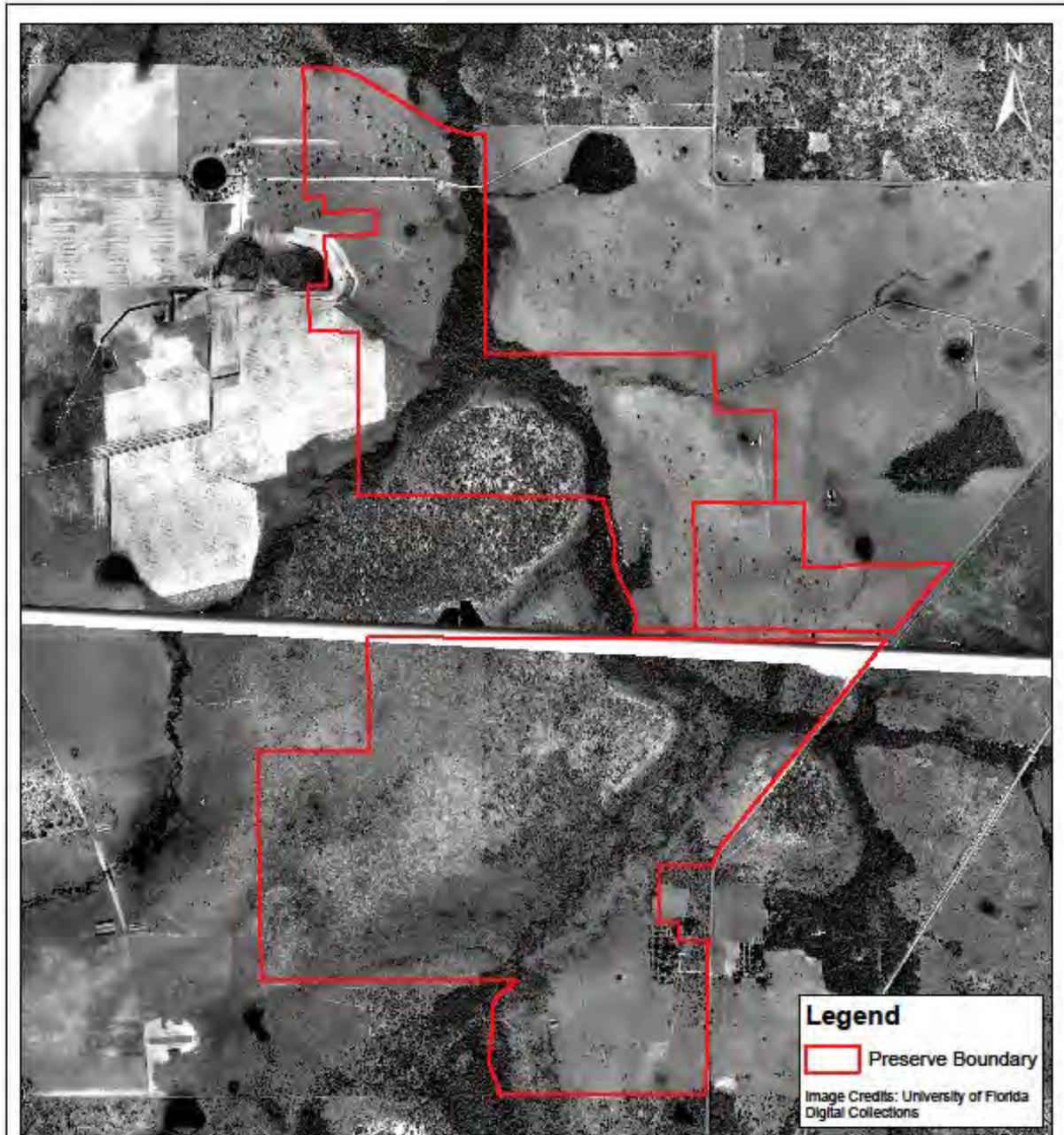
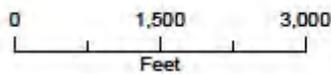


Figure 7B - Historical Aerial Photography Covering the Triple Creek Preserve for the Year 1957





EXUM ASSOCIATES, INC.

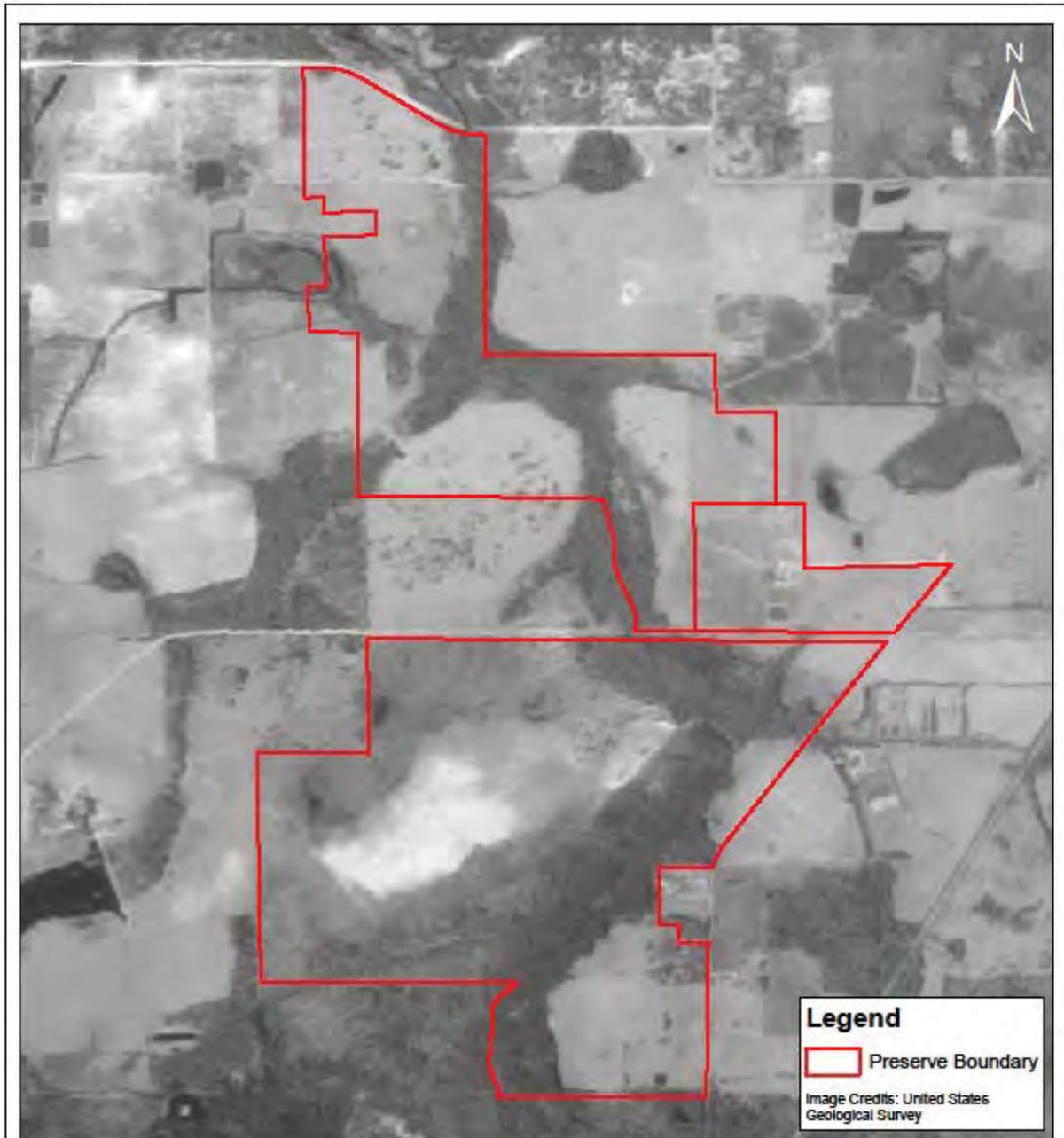
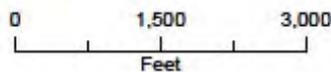


Figure 7C - Historical Aerial Photography Covering the Triple Creek Preserve for the Year 1984



EXUM ASSOCIATES, INC.



EXUM ASSOCIATES, INC.

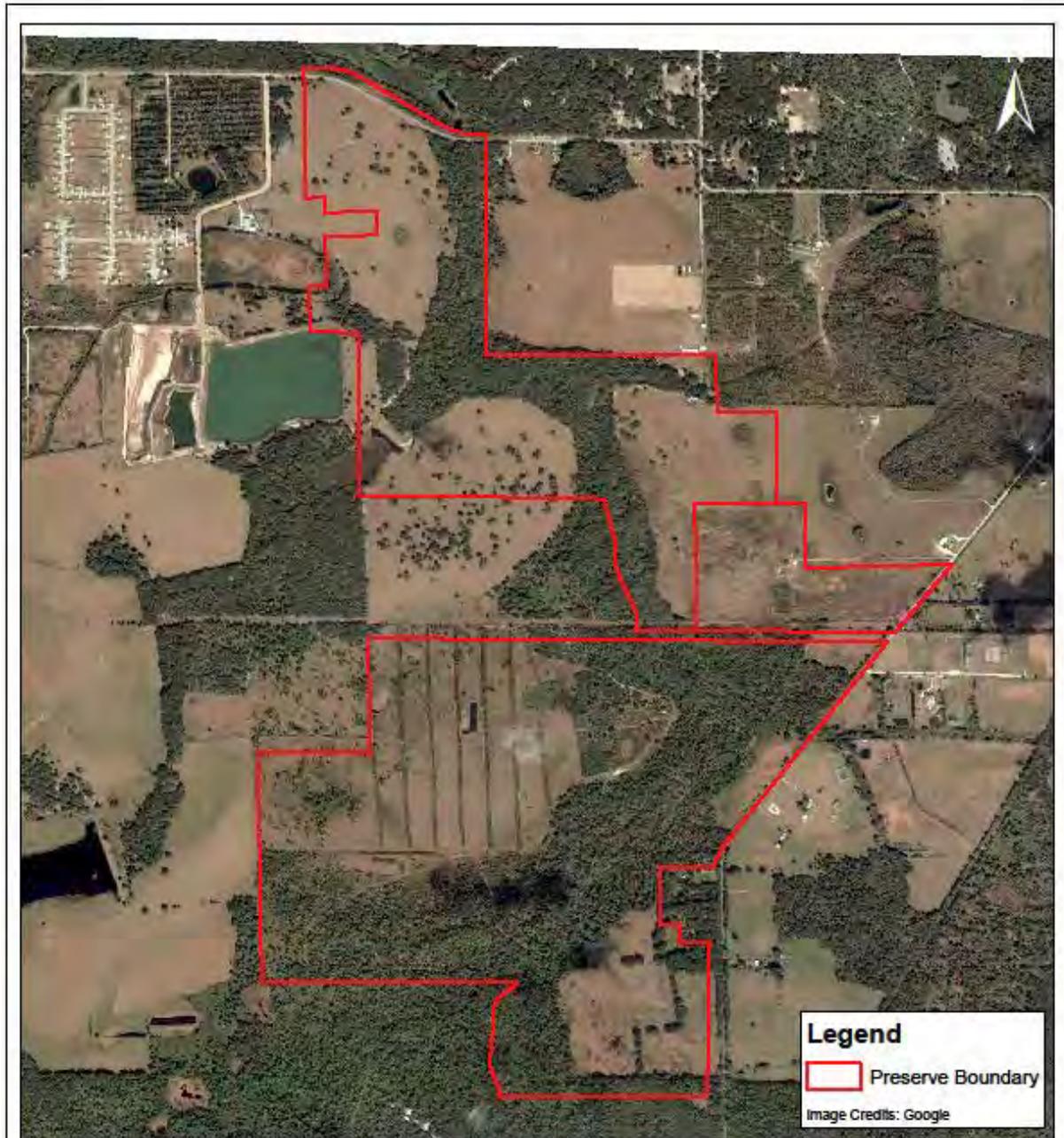
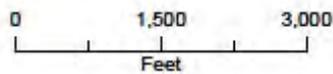


Figure 7D - Historical Aerial Photography Covering the Triple Creek Preserve for the Year 2004



EXUM ASSOCIATES, INC.



EXUM ASSOCIATES, INC.

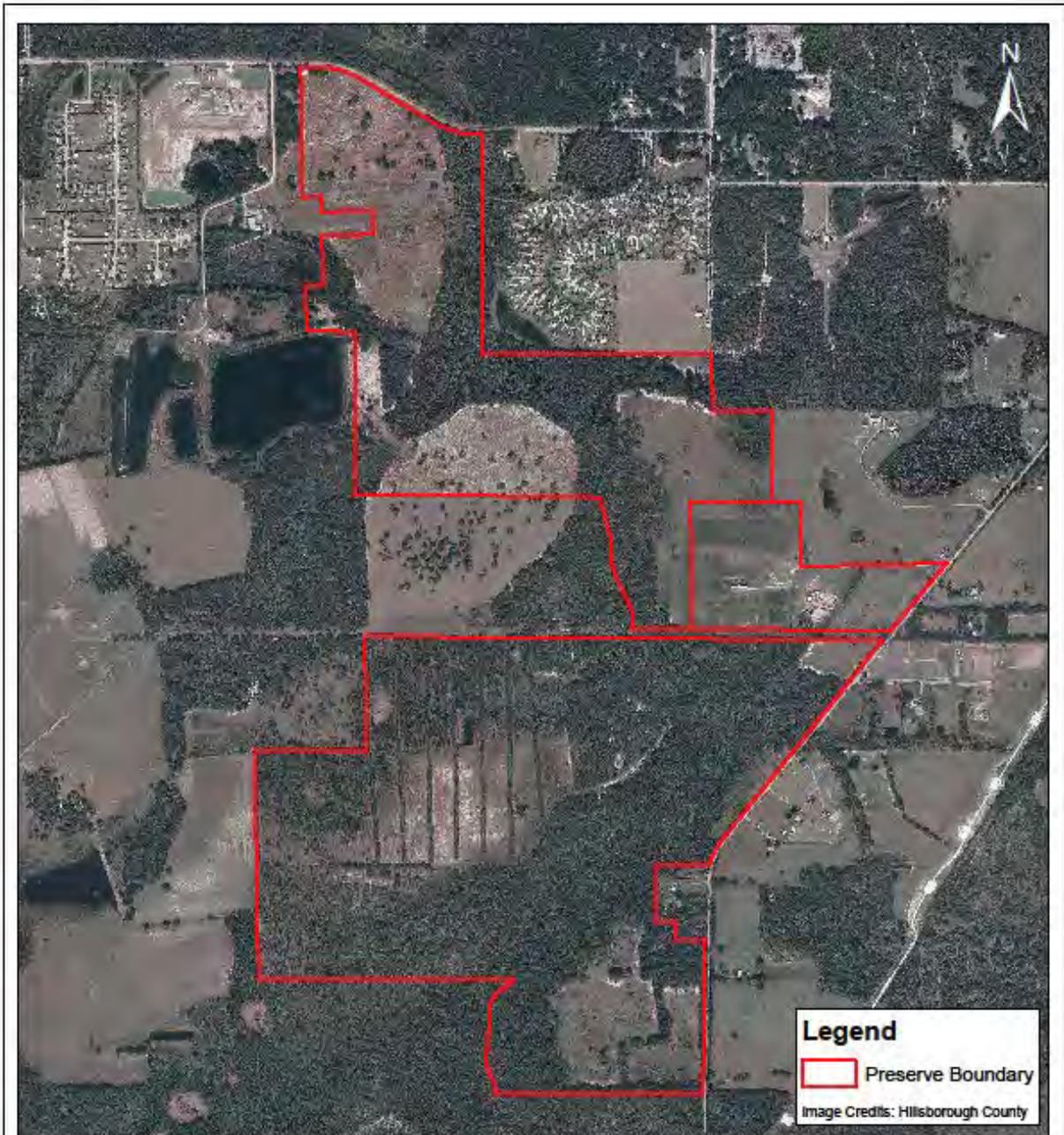
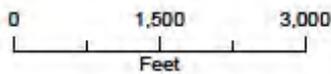


Figure 7E - Historical Aerial Photography Covering the Triple Creek Preserve for the Year 2016



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EXUM ASSOCIATES, INC.

The restoration of some portions of this altered community is shown as “completed” in the Restoration and Recreation Plan (**Figure 8**). “Completed” in this context means that the site contractor’s restoration activities were deemed consistent with the stated objectives, in accordance with the success criteria previously enumerated for the Sandhill Under Restoration community type.

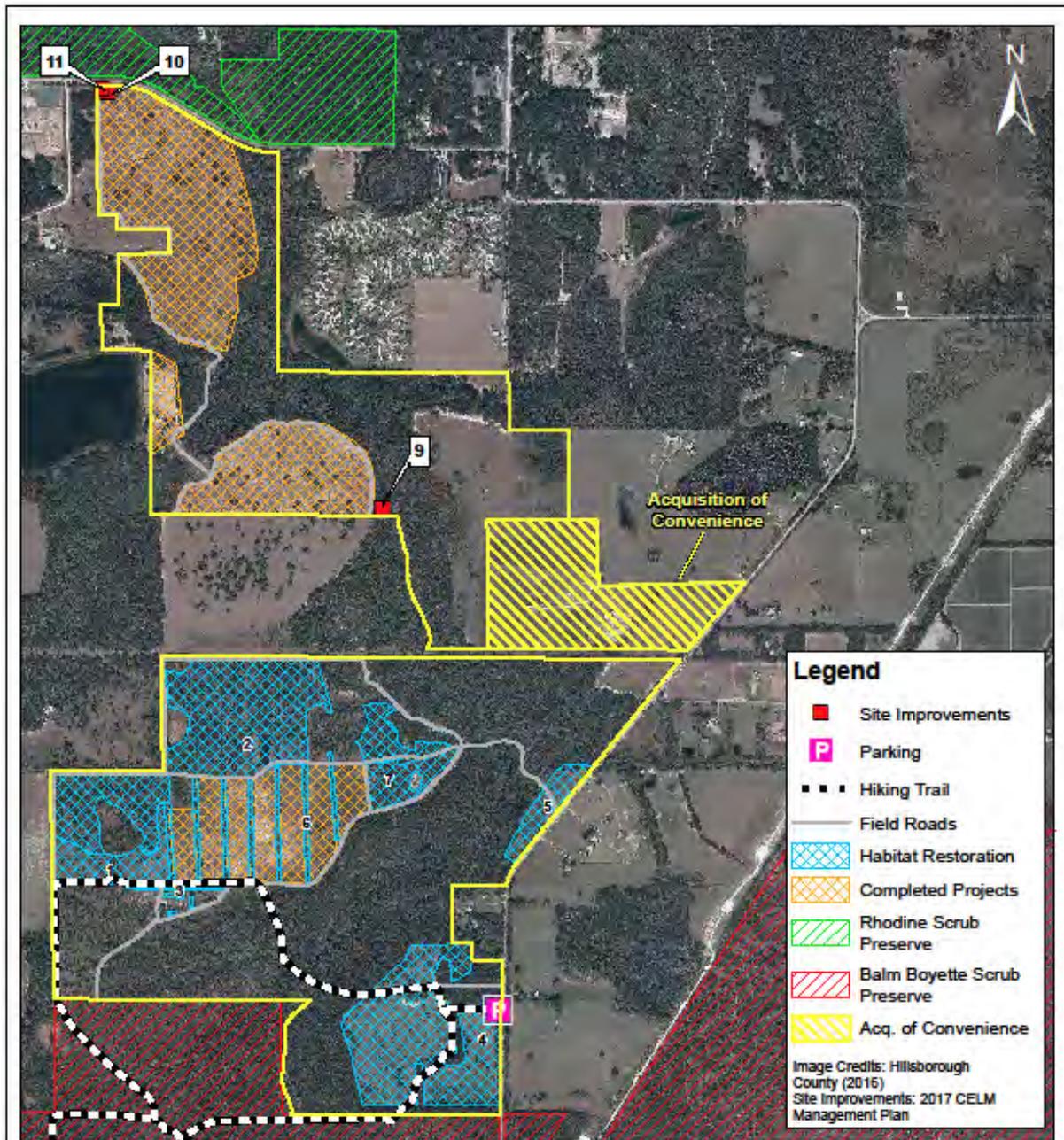
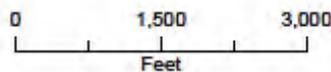


Figure 8 - Restoration and Recreation Plan for the Triple Creek Preserve





Within much of the Mesic Flatwoods Under Restoration community, slash and longleaf pine trees persist in the canopy and wax myrtle, gallberry and dahoon occur in the midstory. There is a dense coverage of bluestem broomsedge, lovegrass and wiregrass in the areas where seeding/plantings were concentrated. Other early-successional, native plants in this community type include dogfennel, Virginia pepperweed, blue maidencane, ragweed, beggarticks, winged sumac, pawpaw, and pokeweed, along with clusters of cabbage palm. Scattered invasive exotic plants currently occur, including caesarweed and tropical soda apple.

Mixed Hardwood-Coniferous (CLC Code 1400 – 105.6 acres)

The Mixed Hardwood-Coniferous community primarily occurs adjacent to the wetland floodplain of Bell and Boggy Creeks. These upland areas are underlain by Ona and Myakka fine sand soils, and they occasionally saturate or shallowly flood during the rainy season. Like the Mesic Flatwoods on Triple Creek, there are small areas of wetland vegetation embedded in this community.

Mixed Hardwood-Coniferous systems are currently dominated by live oak, water oak, and laurel oak, along with cabbage palm, red bay, loblolly bay, red maple, and dahoon. Subcanopy vegetation includes dense saw palmetto, gallberry, highbush blueberry, deerberry, slender woodoats, yellow jessamine, earleaf greenbrier, cinnamon fern, Virginia chain fern, and netted chain fern. Aerials from 1938 (**Figure 7A**) show a sparse canopy and open understory conditions that likely reflect the historical condition of this community prior to fire exclusion. Management efforts to return the fire-adapted vegetative communities of longleaf and slash pine with less saw palmetto and a greater herbaceous diversity would be consistent with these earlier conditions.



Mixed Hardwood-Coniferous – CLC Code 1400: 105.6 acres

Vegetative Berm (CLC Code 1811 – 2.0 acres)

In the northwest corner of Triple Creek, there is a substantial road crossing and series of fortified culverts where Boggy Creek enters the property (Culvert #3 on Figure 6). A substantial, vegetated berm provides access across this water control feature. The berm is a man-made, linear feature that has been seeded with bahiagrass.

Rural Open (CLC Code 1831 – 89.2 acres)

Most Rural Open communities held as protected land are periodically mowed as a temporary management action until restoration begins. In these mowed areas a combination of native and exotic plants is prevalent. Bahiagrass was likely seeded when the pasture was established, and it is still a common plant along with native species such as ragweed, bluestem broomsedge, turkey tangle frogfruit, Adam’s needle, slender flattop goldenrod, saw palmetto, Virginia pepperweed, purple thistle, blackberry, and winged sumac beggarticks, with invasive exotics such as bermudagrass, caesarweed and cogongrass.



Rural Open – CLC Code 1831: 89.2 acres

Coniferous Plantations (CLC Code 183332 – 26.8 acres)

Based on historical aerial photography, the coniferous plantations were planted to slash pine in the early 2000s. These plantations were planted in areas underlain by Myakka and Zolfo fine sands and would have historically been flatwoods, scrubby flatwoods, and xeric habitats. The existing subcanopy vegetation varies depending on the underlying soil type. These areas are proposed for restoration that may not include removal of the entire slash pine canopy.



Coniferous Plantations – CLC Code 183332: 26.8 acres

Mixed Scrub-Shrub Wetland (CLC Code 2112 – 5.8 acres)

Based on historical aerial photographs taken between 1984 and 2004, a narrow restriction in Boggy Creek in the west central portion of the property was dredged, culverts were put in place, and a field road was constructed across the creek. Those control structures, and the modifications that have taken place recently, have resulted in the creation of a Mixed Scrub-Shrub Wetland. Although this community is not the natural community associated with the Boggy Creek wetland, it was recently determined that restoration, both hydrological and vegetative, was not appropriate on the Triple Creek Preserve, in part because of the potential for upstream or downstream impacts to the existing wetlands and floodplain of Boggy Creek.

Currently, the shrubby component of this community is vegetated with Carolina willow, red maple, wax myrtle and groundsel tree. The previously dredged component of the wetland includes these species along the fringe, along with broadleaf cattail, Peruvian primrosewillow, elderberry and water hemlock.



Mixed Scrub-Shrub Wetland – CLC Code 2112: 5.8 acres

Depression Marsh (CLC Code 21211 – 6.3 acres)

The Depression Marsh habitat types occur as isolated wetlands in historical flatwoods, scrubby flatwoods, and sandhill communities. These habitat types would have historically exhibited fluctuating hydroperiods and been exposed to frequent fires. Dominant vegetation includes several woody species including Carolina willow, swamp tupelo, red maple, groundsel tree, and common buttonbush surrounding a maidencane-dominated marsh. The prevalence of these species is indicative of the fact that the frequency of naturally-occurring and prescribed fires has been disrupted to the point that woody plants are now prevalent in the historically-herbaceous marsh. There is a diverse assemblage of native herbaceous wetland plants in these systems. They include soft rush, manyflower marshpennywort, smartweed, pale meadowbeauty, sweetscent, spadeleaf, largeflower rosegiant, flattened pipewort, Carolina redroot, water cowbane, bushy broomsedge, blue maidencane, yellow milkwort, cinnamon fern, and Virginia chain fern. There are also infrequent occurrences of invasive exotic plants such as Peruvian primrosewillow and tropical soda apple. Hydrological indicators demonstrate that chronic flooding occurs to a depth of approximately 1 foot in these shallow marsh systems.



Depression Marsh - CLC Code 21211: 6.3 acres

Floating/Emergent Aquatic Vegetation (CLC Code 2140 – 0.6 acre)

One small, man-made cattle pond has been dredged in the southern portion of the project.

Mixed Wetland Hardwoods (CLC Code 2233 – 179.0 acres)

The Mixed Wetland Hardwood community is characterized by a predominantly closed canopy with structural diversity at the mid- and understory levels. Because of the relative lack of comprehensive disturbance over the last 75 years, the majority of the vegetation in this habitat type is native. Canopy species include water oak, laurel oak, green ash, sweetgum, sweetbay, dahoon, red maple, swamp tupelo, red bay, cabbage palm, and slash pine. Common midstory plants include swamp dogwood, Virginia willow, highbush blueberry, elderberry, common buttonbush, Walter's viburnum, and swamp azalea. Understory plants include netted chain fern, cinnamon fern, royal fern, lizard's tail, earleaf greenbrier triangular, eastern gamagrass, false nettle, eastern woodoats, and scattered muscadine. Caesarweed has a scattered omnipresence on Triple Creek and it occurs in low abundance in the Mixed Wetland Hardwood community.



Mixed Wetland Hardwoods – CLC Code 2233: 179.0 acres

Impounded Marsh (CLC Code 2410 – 1.7 acres)

Two small areas of impounded marsh extend onto the Triple Creek Preserve from an area of excavation to the west. These marshes are dominated by red maple, Carolina willow, and maidencane in the interior and a dense stand of Peruvian primrosewillow along the edge.



Impounded Marsh – CLC Code 2410: 1.7 acres

Artificial Impoundment/Reservoir (CLC Code 3220 – 1.0 acre)

One small, man-made reservoir was apparently constructed to provide water for cattle and, potentially, fill for some aspect of the agricultural operations in the southern portion of the property.



Artificial Impoundment/Reservoir – CLC Code 3220: 1.0 acre

Mapping Artifacts: Residential (CLC Codes 18212 and 18221 – 0.6 acre) and Extractive (CLC Code 1870 – 0.1 acre)

Two types of Residential (low density and medium density) and the Extractive community types are representative of the slivers of incompatible land use that are likely the results of a mapping effort conducted at a regional scale. It is likely that they do not actually occur within the boundaries of Triple Creek Preserve.

Invasive Exotic Plants and Their Control

Table 1 provides a list of all plants observed at Triple Creek Preserve, including the invasive exotic species currently known to occur, along with their Florida Exotic Pest Plant Council category. There is a variety of invasive exotic plants across Triple Creek Preserve. These include invasives associated with pastures such as torpedograss, smutgrass, durban crowfootgrass, rosary pea, camphortree, air potato, tropical soda apple, *Praxelis clematidea*, lantana, caesarweed, Peruvian primrosewillow, wild taro, and rose natalgrass. Restoration efforts in Mesic Flatwoods Under Restoration and Sandhill Under Restoration communities are designed to substantially eradicate these species with intensive efforts during the initial phases of restoration.

The contracted restoration efforts to remove exotic plants that were implemented in 2013 are representative of the approach that the County generally intends to implement on flatwoods and sandhill restoration. Initially, prescribed burning and exotic control (mostly cogongrass) are

conducted until a restoration contract is in place. Specifications will require that within 30 days after each herbicide event, the overall cover of exotic and potentially problematic plant species must be below 5%. Also, for at least 30 days prior to seeding/planting, and throughout the maintenance period (minimum of 1 year), the combined coverage of exotic and potentially problematic plant species must be below 5%. Since our 2017 fieldwork documented the prevalence of exotic plants, particularly natalgrass and torpedograss, in restoration areas, there continues to be the need for maintenance of exotic and potentially problematic plant species.

The list of invasive exotics also includes plants that are significant problems in the region. One of those species — cogongrass — is particularly problematic on ruderal areas around Triple Creek Preserve. Cogongrass is one of the 10 most troublesome and problematic weedy species in the world, and it is responsible for thousands of acres of lost native habitat in the Southeastern U.S. (MacDonald 2004). It outcompetes native vegetation and forms large monotypic expanses with extremely low species diversity and richness that are deleterious to native wildlife (Barnes et al. 2013). Cogongrass has been a primary focus of exotic plant management on Triple Creek Preserve and it will continue to require staff time to treat and monitor outbreaks on site.

In the past, the CELM had a full-time exotic removal team. In March 2017, a budget for projects identified in the Department’s Master Plan was provided to the Hillsborough County BOCC. This budget requested funding for the reestablishment of the exotic removal team. No decision has been made on this request at this time. Even if the full-time exotic removal team is not funded, all site management staff have been trained to identify and treat nuisance species, and they will continue to treat infestations, and document their activities with detailed site visit records related to exotic species occurrences and treatment.

Wildlife - Excluding Listed Species

Native Species

The site’s location adjacent to other nature preserves increases the likelihood of occurrence by wildlife that require a large and diverse home range. The extent of intact natural communities, the rural setting of the property, and its linkage to other nature preserves create habitat diversity for an array of wildlife. Species observed during previous site visits and the field work conducted specifically for this plan update reflect the potential for Triple Creek and the associated network of conservation lands to provide important wildlife habitat for the region. Scientific names and listed species status of wildlife referenced in this plan are provided in **Table 2**.

Table 2. Observed wildlife and listed species with potential to occur on Triple Creek Preserve1

<i>Scientific name</i>	<i>Common name</i>	<i>Listed Species/Status2,3</i>	<i>Observed on site?</i>
<u>Reptiles and Amphibians</u>			
<i>Alligator mississippiensis</i>	American alligator	FT(S/A)	X
<i>Anaxyrus quercicus</i>	oak toad		X
<i>Anaxyrus terrestris</i>	southern toad		X
<i>Anolis carolinensis</i>	green anole		X
<i>Aspidoscelis sexlineata</i>	six-lined racerunner		X



<i>Coluber constrictor priapus</i>	southern black racer		X
<i>Diadophis punctatus</i>	ring-necked snake		X
<i>Drymarchon corais couperi</i>	eastern indigo snake	FT	X
<i>Eleutherodactylus planirostris</i>	greenhouse frog	Exotic	X
<i>Gopherus polyphemus</i>	gopher tortoise	ST	X
<i>Hyla cinerea</i>	green treefrog		X
<i>Hyla femoralis</i>	pinewoods treefrog		X
<i>Hyla squirella</i>	squirrel treefrog		X
<i>Lithobates catesbeianus</i>	bullfrog		X
<i>Lithobates sphenoccephalus</i>	southern leopard frog		X
<i>Pantherophis alleghaniensis</i>	eastern rat snake		X
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake	ST	
<i>Salvator merianae</i>	Argentine black and white tegu	Exotic	X
<i>Scincella laterale</i>	ground skink		X
<u>Birds</u>			
<i>Aix sponsa</i>	wood duck		X
<i>Antigone canadensis pratensis</i>	Florida sandhill crane	ST	X
<i>Antrostomus carolinensis</i>	chuck-will's-widow		X
<i>Ardea alba</i>	great egret		X
<i>Ardea herodia</i>	great blue heron		X
<i>Athene cunicularia floridana</i>	Florida burrowing owl	ST	
<i>Baeolophus bicolor</i>	tufted titmouse		X
<i>Bubo virginianus</i>	great horned owl		X
<i>Bubulcus ibis</i>	cattle egret		X
<i>Buteo lineatus</i>	red-shouldered hawk		X
<i>Butorides virescens</i>	green heron		X
<i>Cardinalis cardinalis</i>	northern cardinal		X
<i>Cathartes aura</i>	turkey vulture		X
<i>Charadrius vociferus</i>	killdeer		X
<i>Chordeiles minor</i>	common nighthawk		X
<i>Circus cyaneus</i>	northern harrier		X
<i>Cistothorus platensis</i>	sedg wren		X
<i>Coragyps atratus</i>	black vulture		X
<i>Coccyzus americanus</i>	yellow-billed cuckoo		X
<i>Colaptes auratus</i>	northern flicker		X
<i>Colinus virginianus</i>	northern bobwhite		X
<i>Corvus brachyrhynchos</i>	American crow		X
<i>Corvus ossifragus</i>	fish crow		X



<i>Cyanocitta cristata</i>	blue jay		X
<i>Dryocopus pileatus</i>	pileated woodpecker		X
<i>Dumetella carolinensis</i>	gray catbird		X
<i>Egretta caerulea</i>	little blue heron	ST	X
<i>Egretta thula</i>	snowy egret		X
<i>Egretta tricolor</i>	tri-colored heron	ST	X
<i>Elanoides forficatus</i>	swallow-tailed kite		X
<i>Eudocimus albus</i>	white ibis		X
<i>Falco sparverius paulus</i>	southeastern American kestrel	ST	X
<i>Geothlypis trichas</i>	common yellowthroat		X
<i>Haliaeetus leucocephalus</i>	American bald eagle		X
<i>Hydroprogne caspia</i>	Caspian tern		X
<i>Lanius ludovicianus</i>	loggerhead shrike		X
<i>Larus delawarensis</i>	ring-billed gull		X
<i>Leucophaeus atricilla</i>	laughing gull		X
<i>Lophodytes cucullatus</i>	hooded merganser		X
<i>Melanerpes carolinus</i>	red-bellied woodpecker		X
<i>Meleagris gallopavo</i>	wild turkey		X
<i>Melospiza georgiana</i>	swamp sparrow		X
<i>Mimus polyglottos</i>	northern mockingbird		X
<i>Mniotilta varia</i>	black and white warbler		X
<i>Mycteria americana</i>	wood stork	FT	
<i>Myiarchus crinitus</i>	great crested flycatcher		X
<i>Nycticorax nycticorax</i>	black-crowned night heron		X
<i>Parula americana</i>	northern parula		X
<i>Picoides pubescens</i>	downy woodpecker		X
<i>Pipilo erythrophthalmus</i>	eastern towhee		X
<i>Piranga rubra</i>	summer tanager		X
<i>Platalea ajaja</i>	roseate spoonbill	ST	
<i>Poecile carolinensis</i>	Carolina chickadee		X
<i>Polioptila caerulea</i>	blue-gray gnatcatcher		X
<i>Regulus calendula</i>	ruby-crowned kinglet		X
<i>Sayornis phoebe</i>	eastern phoebe		X
<i>Setophaga americana</i>	northern parula		X
<i>Setophaga coronata</i>	yellow-rumped warbler		X
<i>Setophaga palmarum</i>	palm warbler		X
<i>Setophaga pinus</i>	pine warbler		X
<i>Sialia sialis</i>	eastern bluebird		X
<i>Sphyrapicus varius</i>	yellow-bellied sapsucker		X



<i>Spinus tristis</i>	American goldfinch		X
<i>Streptopelia decaocto</i>	Eurasian collared-dove	Exotic	X
<i>Strix varia</i>	barred owl		X
<i>Sturnella magna</i>	eastern meadowlark		X
<i>Tachycineta bicolor</i>	tree swallow		X
<i>Thryothorus ludovicianus</i>	Carolina wren		X
<i>Troglodytes aedon</i>	house wren		X
<i>Turdus migratorius</i>	American robin		X
<i>Vireo flavifrons</i>	yellow-throated vireo		X
<i>Vireo griseus</i>	white-eyed vireo		X
<i>Vireo olivaceus</i>	red-eyed vireo		X
<i>Vireo solitarius</i>	blue-headed vireo		X
<i>Zenaida macroura</i>	mourning dove		X
<u>Mammals</u>			
<i>Canis latrans</i>	coyote		X
<i>Dasypus novemcinctus</i>	nine-banded armadillo		X
<i>Glaucomys volans</i>	Southern Flying Squirrel		X
<i>Lynx rufus</i>	bobcat		X
<i>Odocoileus virginianus</i>	white-tailed deer		X
<i>Sciurus carolinensis</i>	eastern gray squirrel		X
<i>Sciurus niger shermani</i>	Sherman's fox squirrel	SSC	X
<i>Sus scrofa</i>	wild pig	Exotic	X
¹ Nomenclature from:			
American Ornithological Society's Checklist of North and Middle American Birds			
FWC's profiles of Florida mammals			
Atlas of Amphibians and Reptiles in Florida			
² Data on listed species from FWC's May 2017 list of Florida's Endangered and Threatened Species			
³ Key to abbreviations:			
FT = Federally-designated Threatened			
FT(S/A) = Federally-designated Threatened species due to similarity of appearance			
ST = State-designated Threatened			
SSC = State Species of Special Concern			
Exotic = Not native to Florida			

Wildlife documented to date includes a litany of forest-dwelling birds such as yellow-billed cuckoo, yellow-throated vireo, northern parula, summer tanager, and pileated woodpecker. The



list also includes birds that are found in open areas and fragmented habitats such as great crested flycatcher, blue jay, northern bobwhite, blue-gray gnatcatcher, red-shouldered hawk, and white-eyed vireo. A variety of amphibians likely breed in the isolated wetlands and the creeks and tributaries of Triple Creek. The species detected from site reviews included southern toad, oak toad, squirrel treefrog, southern leopard frog, pinewoods treefrog, bullfrog and green treefrog. Observed reptiles have included gopher tortoise, black racer, six-lined racerunner, and eastern rat snake; mammals have included white-tailed deer, coyote, wild pig, and Sherman's fox squirrel.

Invasive Exotic Wildlife

Wild pigs

More than 25 years ago, Mayer and Brisbin (1991) provided a summary of the expansion of the invasive exotic wild pig (Keiter et al. 2016) across the United States. Their presence in the Southeastern U.S. and on Triple Creek Preserve is likely permanent and irreversible. Wild pigs are known to consume young from nests of reptiles and ground nesting birds (Coblentz and Baber 1987). They are prolific breeders capable of producing three litters per year (Dzieciolowski et al. 1992), and they are renowned for impacts caused by rooting, resulting in destabilized soil surfaces and disruption of native vegetation (Singer et al. 1984) Their wallowing behavior can also impact wetlands and surface waters and cause degradation of water quality (J. Exum personal observation). Removal efforts that substantially reduce wild pig densities and impacts require intense efforts and a strategic approach matched with the biology of this exotic species (Ditchkoff et al. 2012, Hanson et al. 2009, Sparklin et al. 2009). Wild pigs are currently removed from Triple Creek by trapping, and the County is considering additional means of reducing their numbers.

Argentine black and white tegu

The Argentine black and white tegu (*Salvator merianae*), native to South America, is now known to breed in Hillsborough County (FWC 2015) and it has been observed on Triple Creek Preserve. The tegu's diet in Florida purportedly includes fruits, vegetables, eggs, insects, cat or dog food, and small animals such as lizards and rodents (FWC 2015). The County has entered into a license agreement with FWC that will allow the agency to study, trap and remove this species from ELAPP lands.

Listed Species

Listed Species of Wildlife

At least seven species of wildlife listed as Threatened, Endangered or of Special Concern have been observed on Triple Creek, and there is the potential for occurrence of several others. Gopher tortoises, a state-listed Threatened species, have been documented in several habitats across Triple Creek. Listed species that are known as commensals of gopher tortoises, such as eastern indigo snake and Florida pine snake, may also occur on site. Florida sandhill crane, a state-listed Threatened species, has been observed on site. Sherman's fox squirrel (a state Species of Special Concern) has been documented inhabiting forested areas on site, and at least two pairs of southeastern American kestrel have been observed in the Sandhill Under Restoration and Mesic Flatwoods Under Restoration habitats. The Depression Marsh, Mixed Scrub-Shrub Wetland, and Mixed Wetland Hardwoods communities provide suitable foraging habitat for a variety of wading birds, though there are no known rookeries on Triple Creek. Little blue heron

and tri-colored heron, both state-listed Threatened species, have been observed and the federally-listed Threatened wood stork was referenced in an e-bird checklist from 2003 on Triple Creek Preserve (<https://ebird.org/ebird/view/checklist/S38481961>). Finally, the American alligator, a species recognized by the U.S. Fish and Wildlife Service as Threatened due to Similarity of Appearance with other listed crocodylians, was observed on site.

Listed Species of Plants

Three state listed plants have been observed at Triple Creek Preserve: manyflowered grasspink, giant airplant and giant orchid (Table 1). In addition, based upon the soils and natural plant communities of the project site and records of species occurrences maintained by FNAI, the potential exists for the occurrence of numerous state- and federally-listed plants (**Table 1**). These include the federally-endangered Florida golden aster, documented on the adjacent Balm Boyette Scrub Preserve. Other federally-listed scrub plants with potential to occur on site include pigmy fringetree and Florida lady's nightcap. State-listed species noted for their potential on site include several species: brittle maidenhair, eared spleenwort, hand fern, Catesby's lily, plume and comb polypody, northern needleleaf, giant airplant, Curtiss' milkweed, cardinalflower, broadleaf nodding caps, Tampa mock vervain, and Atamasco lily. County staff and qualified volunteers have conducted comprehensive plant surveys on Triple Creek Preserve including an assessment of the potential for listed species. As management efforts continue to restore habitats and fire is returned to historical return intervals, additional listed species may become evident. The potential for occurrence of the myriad listed species referenced in Table 1 warrants additional, multi-season surveys of listed plants in the future.

Unique Natural Features

The project site contains over 175 acres of Mixed Wetland Hardwoods habitat along Bell Creek and Boggy Creek, two important tributaries of the Alafia River. There is also a small, unnamed tributary to Bell Creek, flowing from the western boundary of the site and joining Bell Creek on the immediate north side of its confluence with Boggy Creek (Figure 6). The creeks flow most of the year, with dramatic pulses during periods of normal rainfall.

The Alafia River is classified as a Class III water body (Florida Administrative Code, Section 62-302.400). Acceptable uses in this classification include recreational interests as well as propagation and maintenance of a healthy, well-balanced population of fish and wildlife. The Alafia River just upstream of the outfall of Bell Creek (east of Bell Shoals Road) was reclassified as a Class I-Treated Water in June 2016.

Historically, the north prong of the Alafia basin was heavily impacted by phosphate mining activities including mine pits, clay settling ponds, and phosphate processing plants (SWFWMD 2001). On Triple Creek Preserve, water quality has been impacted by impoundment of its tributaries in several locations, including the upland crossing over Boggy Creek on the project site. Runoff from new residential development in the Bell Creek watershed potentially can increase nutrients discharged into Bell Creek and the Alafia River. The acquisition and management of Triple Creek Preserve, along with the other Hillsborough County Preserves in the Alafia watershed, have the long-term benefit of preventing water quality problems from incompatible uses, and the opportunity for some water quality improvement as water flows

through the restored uplands and wetland systems of Bell and Boggy Creeks (e.g., denitrification, trapping sediments, etc.).

FACILITIES-

Acknowledgement Signage

An entrance sign, bearing the County and FCT logos, was installed at the entrance to the project site along Balm Boyette Road. The sign acknowledges that “Funding for the acquisition of this site was provided by the Florida Communities Trust under the Florida Forever Program and the Hillsborough County Environmental Lands Acquisition and Protection Program.” Additional entrance signs identify authorized uses and hours that the site is open to visitors. Other literature about Triple Creek (brochures, environmental programming related to ELAPP, etc.) indicate that the Preserve was acquired with funding from FCT and is being operated as a natural conservation and outdoor recreation area.



Partner Signage

Existing Physical Improvements

The site’s perimeter is fenced with both farm field and barbed wire (**Figure 8**). There are gates near the northwest corner of the property along Rhodine Road and in the southeastern portion of the site along Balm Boyette Road. Both are maintained with a chain and various locks for authorized personnel. The Vegetative Berm community is a part of the filled wetland over Boggy Creek. Historic crossings over the unnamed tributary and Bell Creek were recently renovated and improved. All three of these crossings were built to allow access by heavy equipment associated with maintenance activities.



Parking facilities, an information kiosk, and a trailhead have been constructed at the entrance along Balm Boyette Road. The kiosk features a map of the site, explains the context of the ELAPP, and illustrates the trail network. A marked, natural-surfaced hiking trail, approximately 3 miles long, connects this parking facility with the trail system on the Balm Boyette Scrub Preserve. Several additional miles of trails are proposed, and existing field roads allow hiking across the Preserve.



Informational Kiosk



EXUM ASSOCIATES, INC.



Parking Area and Trailhead



Hiking Trail Sign

Proposed Physical Improvements

The budget that was included in CELM's 2017 Master Plan ranks the site improvements along Rhodine Road and the foot bridge across Bell Creek as Priority 1 budget items (**Table 3**). (All of the Priority 1 projects were identified in the grant award agreement from FCT. The subsequent priorities were listed out as a logical path to complete restoration of the site.) The expectation is that these improvements will occur sometime in the next 2 years. This will expand site access and the trail network in the northern portion of Triple Creek. Except for the new creek crossing, all other physical improvements and facilities will be constructed a minimum of 100 feet from the landward edge of all wetlands on the site. In the future, if any alterations or physical improvements not addressed in the Grant Awards are proposed, the County shall request written approval from FCT before undertaking said improvements.

(Table 3 includes the following abbreviations for specific habitat restoration techniques: GR = Groundcover Restoration, MVM = Mechanical Vegetation Management and SP = Supplemental Plantings. The techniques are further explained in the Natural Resource Management Section below.)



Table 3. Budget for Proposed Short-term (2-Year) Improvements and Restoration Needs on the Triple Creek Preserve (taken from the 2017 CELM Master Plan).

Restoration Needs					
Map ID	Method	Acres	Estimated Cost (Low)	Estimated Cost (High)	Priority
1	SP	14	\$14,000	\$42,000	2
2	MVM, SP	71	\$14,105	\$38,788	2
3	MVM, SP	1	\$230	\$633	3
4	GR	55	\$98,469	\$191,467	1
5	SP	8	\$1,597	\$3,991	2
6	MVM, GR	10	\$2,034	\$3,254	3
7	MVM, GR	15	\$14,010	\$22,417	3
8	GR, SP	54	\$108,000	\$216,000	4
	Total	227	\$252,445	\$518,550	
Restoration Summary - Restoration needs intended to address degradation of key natural features due to historic land use, and to improve fire management in areas experiencing increased urbanization.					
Facilities Needs					
Map ID	Type		Estimated Cost (Low)	Estimated Cost (High)	Priority
9	Foot Bridge		\$5,000	\$10,000	1
10	Covered Picnic Table		\$3,000	\$6,000	1
11	Public Parking		\$12,000	\$17,000	1
	Total		\$20,000	\$33,000	
Facilities Summary - Facilities needs reflect the need to improve public access, and to link to hiking trails further south.					
GR - Groundcover Restoration		MVM - Mechanical Vegetation Management			
HR - Hydrologic Restoration		SP - Supplemental Plantings			

Stormwater Facilities

Should the need arise to construct stormwater facilities on site, they will be designed to provide recreational open space or wildlife habitat in a park-like setting. Such facilities will be designed with shallow slopes and will not include fencing. Construction of any stormwater facilities will adhere to all applicable local, state, and regional rules and regulations pertaining to such construction.

Hazard Mitigation

The County revised the Local Mitigation Strategy in 2015. The complete set of hazard mitigation documents can be found at <http://www.hillsboroughcounty.org/en/residents/public-safety/emergency-management/local-mitigation-strategy-documents-2015>. Development of the site has adhered to, and will continue to adhere to, several general program areas of this strategy:

development management and prevention. Acquisition of the site and its development as a greenway eliminated the potential for future impacts within the 100-year flood plain from other more intensive types of development. Existing and planned physical improvements to the project site are situated outside of the floodplain. CELM realizes the potential impact of uncontrolled urban interface fires. The prescriptions for ecological burning defined in this management plan would reduce this threat by managing fuel loads and restoring the natural intervals of low intensity fires across the site.

Site Maintenance and Security

Site maintenance is the responsibility of CELM. Routine maintenance includes emptying garbage receptacles that will be located at the picnic areas and park access points, picking up litter, facilities upkeep, and reporting any fires, vandalism, theft, illegal hunting, or trespassing.

Security is the responsibility of the County. Surveillance and patrol of the area will be carried out by CELM, the Hillsborough County Sheriff's Office, and the FWC. Local residents that frequently use the site are encouraged to report any unlawful uses. CELM staff will routinely evaluate whether there are significant potential hazards to public health on the Preserve and take appropriate measures to minimize risk.

NATURAL RESOURCE MANAGEMENT

Overview

ELAPP lands include the last remaining examples of several ecosystems and species found in Hillsborough County. The likelihood that ELAPP lands will continue to support these and other ecological values well into the future depends heavily upon the application of appropriate management. In many cases, lands were acquired with habitats in a degraded condition, though they still possessed significant potential for restoration to greater ecological value. Special management (restoration) may be applied to reverse the trend of degradation and facilitate the use of important management tools such as prescribed fire. Habitat restoration techniques are applied under the direction of Environmental Lands Management staff to achieve several benefits, including:

- improved habitat quality and quantity for specific organisms (e.g., gopher tortoise),
- reduced wildfire hazard,
- improved overall ecosystem health and function,
- maintenance of regional biodiversity,
- pleasing aesthetics of natural Florida landscapes,
- increased opportunities for experiencing nature,
- increased value of ecosystem services (e.g., hydrologic-derived values) and
- reduced long-term management costs.

The specific habitat restoration techniques applied to an area vary in type and intensity, and depend largely upon historic land uses prior to acquisition. Primary restoration techniques used by the Environmental Lands Management Section include:

- Groundcover Restoration – replacing a natural community from the “ground up” by reintroducing suites of important plant species that no longer inhabit the project area

- Hydrologic Restoration – filling drainage ditches to reduce runoff, improving water holding capacity of a site, and creating or improving fresh- or salt-water wetland habitats
- Mechanical Vegetation Management – physically cutting or shredding select vegetation to restore critical habitat components, reduce wildfire hazard, and provide growing space for desirable vegetation
- Supplemental Plantings – introduce one or more plant species to increase diversity or provide other ecological benefit.

Prescribed fire and exotic species control are nearly always adjunct treatments to the techniques listed above. The importance of prescribed fire and exotic control to natural lands management cannot be understated. These are not listed as restoration techniques they are applied across the Preserve network for several purposes, one of which is habitat restoration.

Objectives

Short-term management actions are specified in Annual Work Plans that define specific tasks to be accomplished, and these are coordinated with the priorities on other County Preserves. Table 3 summarizes the short-term objectives for Triple Creek, consistent with the Annual Plan. Over the long-term, Work Plans are guided by the Desired Future Conditions for the property, which are monitored regularly and evaluated using specific Indicators of Success. A working definition of each of these terms is provided below, generally following the approach of the Interagency Visitor Use Management Council (2016) and the Interagency Wild and Scenic Rivers Coordinating Council (In Press).

Desired conditions are the resource conditions, visitor opportunities, facilities and services that will protect and restore the natural resource values of Triple Creek Preserve. They should be:

- Results oriented, and address conditions rather than management actions,
- Integrated, to include physical, biological, social, and managerial attributes,
- Future oriented, considering at least a 10-year timeframe, with allowance for flexibility over time, considering dynamic ecological systems including climate change,
- Responsive to a range of opportunities and external threats, and
- Useful and mutually understood.

Indicators are specific resource, facility or management attributes or actions that can be measured to track changes in conditions so that progress toward achieving and maintaining desired future conditions can be assessed. Indicators can have thresholds that would stimulate a change in management actions or public use.

Upland Community Restoration and Management

Restoration of upland habitats that were converted to improved pasture is the most intense aspect of management actions at Triple Creek Preserve. Successful restoration of these communities requires four general steps:

1. Remove cattle, at the initiation of restoration,
2. Treat exotic plants and remove or control wild pigs and Argentine black and white tegus,
3. Re-establish native plant material, and

4. Restore a natural fire regime, within the landscape context of the site as well as staff and budget constraints.

Vegetative Restoration

Much of the uplands on Triple Creek were converted to pasture prior to 1984 (see **Figures 7a – 7e**). These areas are underlain by Candler and Zolfo xeric soils and Myakka, Ona, Seffner, and Smyrna flatwoods soils. The canopy from much of these areas was almost entirely removed and the area was converted to improved pasture. The areas mapped as Mesic Flatwoods and Mixed Hardwood-Coniferous were apparently only used as unimproved pasture, since much of the understory in these two areas is relatively intact.

Cattle have been removed from Triple Creek except within the Acquisition of Convenience. The Mesic Flatwoods Under Restoration (124.6 acres), and the Sandhill Under restoration (139.2 acres) communities have had the next two steps of restoration implemented, and the contractor satisfactorily completed assignments related to monitoring and supplemental plantings. Bahiagrass pastures were treated with alternating applications of herbicide and mechanical turning of the soil with a tractor-pulled disc. Subsequently, native herbaceous plants were reintroduced by a combination of direct seeding and installation of nursery-grown stock. Remaining management actions in these areas will include a focus on treating occurrences of Category I and II invasive exotic plants, re-establishing a greater diversity of native plants (potentially including canopy species), and the restoration of natural patterns of fire. Coniferous Plantation (26.8 acres) and Rural Open (89.2 acres) habitats still require the removal of exotic plant material and initial efforts to re-establish native species.

These areas will be considered for nondestructive harvesting of seed for further restoration on site or on other disturbed upland areas on County Preserves, since the surviving plants apparently have the genotypes to survive the conditions found on a restoration project. In the future, longleaf pine and, potentially, turkey oak will likely be planted to restore the canopy to the Sandhill Under Restoration or Mesic Flatwoods Under Restoration habitats.

Restoration of the Natural Fire Regime

Prescribed fire has been implemented at Triple Creek Preserve since 2005. Fire has been returned to Mesic Flatwoods Under Restoration community to manage accumulated fuel loads and to encourage native, fire-adapted plant diversity in the Mesic Flatwoods community. The burn history, by management unit (**Figure 9**), is included in **Table 4**:

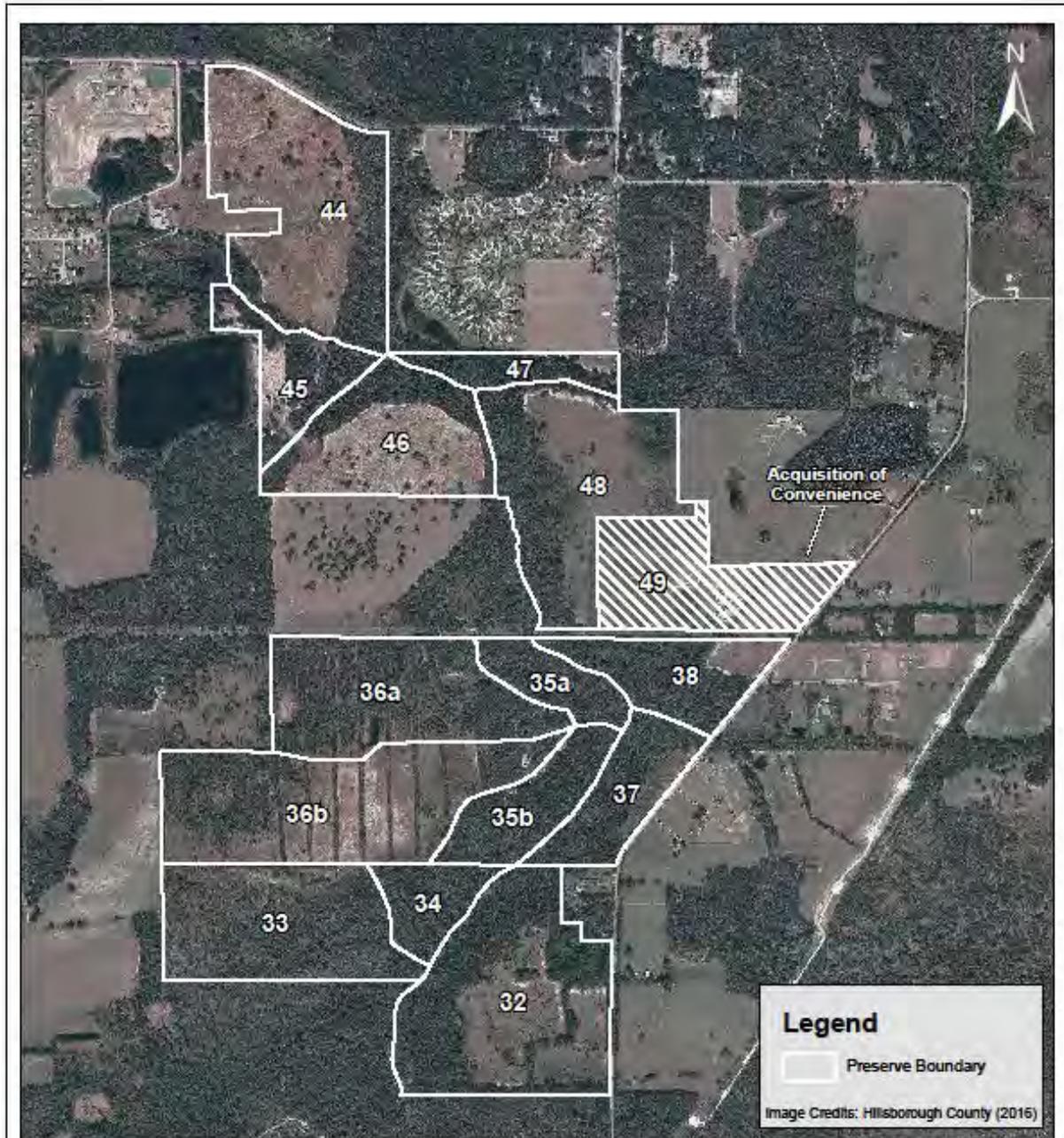


Figure 9 - Management Units on the Triple Creek Preserve

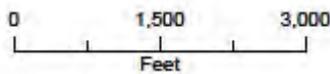


Table 4. Date and management unit covered by prescribed burns on Triple Creek Preserve

<u>Date of Prescribed Burn</u>		
	<u>Management Unit(s) Burned</u>	
5-Mar-05		
6-Dec-07	33	
7-Jan-10	33	
12-Feb-10	36	
14-Jun-12	44	
14-May-13	36 and 46	
22-Sep-14	33	
24-Feb-16	36b	
4-Apr-16	36b	

Management actions in the Sandhill Under Restoration communities have included direct-seeding of native plants from an approved donor site and 2 years of maintenance that included selective herbicide treatment to keep exotic and potentially problematic plant species below 5% coverage. The implementation of fire across Triple Creek will continue with the objective to return fire to the intervals defined by FNAI. Formal burn plans (prescriptions) will continue to be developed in accordance with the accepted practices, procedures, and rules administered by the Florida Forest Service (FFS). Prescribed burns will be conducted by CELM staff or a private contractor in cooperation with FFS. When all fire-managed portions of the site are burned within rotation, an average of four burns will be conducted annually.

Hillsborough County has a specifically-tailored neighborhood outreach program that is implemented prior to initiating a prescribed burn. It consists of a traveling display and a slide program, brochures, and other items for distribution, which are used to increase the public’s level of awareness and understanding of prescribed fire. In coordination with FFS, CELM staff make presentations to various groups including elementary and middle schools, civic associations, neighborhood associations, environmental organizations, etc. Before every burn, staff sends out electronic notifications to residents and, if appropriate, distributes informational literature door to door.

Wetland Community Restoration and Management

The general tasks associated with wetland community restoration and management are like those for restoration of upland communities, with the addition of the restoration of hydrological patterns to wetland systems. The five general steps include:

1. Remove cattle, at the initiation of restoration,
2. Treat exotic plants and remove or control wild pigs and Argentine black and white tegus,
3. Re-establish natural hydroperiods of wetlands and flow-ways,
4. Re-establish native plant material, and

5. Restore a natural fire regime, within the landscape context of the site as well as staff and budget constraints (which, in the case of Mixed Wetland Hardwoods, includes fire exclusion).

Vegetative Restoration

Cattle have been removed from Triple Creek Preserve except within the Acquisition of Convenience. The regular monitoring and treatment of invasive exotic plants has also precluded rampant encroachment by non-native species.

Hydrological Restoration

The repair of the old culverts in the unnamed tributary was intended to restore the hydrology of the complex of creek systems and to assure access across the Preserve (Culvert #1 on Figure 6). Storm events had caused the culverts to fail, resulting in changes in the natural hydroperiods, particularly upstream of the culverts. The new culverts can support heavy machinery necessary to conduct other restoration and management activities.

Restoration of the Natural Fire Regime

The Depression Marsh communities, by definition, occur in fire-dependent landscapes and have historically burned with some regularity. Fire prescriptions in Management Units 36 and 44 will take into consideration the historical patterns of fire in these herbaceous systems to control hardwood canopy encroachment and enhance the diversity of fire-dependent wetland plants. Since fire could be deleterious to the Mixed Wetland Hardwoods community if the intensity or duration of the fire is inappropriate, the burn prescription will consider ambient conditions so that a low-intensity fire can burn into it.

Listed Species

Listed Species of Wildlife

The most important habitat management strategy for the gopher tortoise and its burrow commensals is the continuation of habitat restoration of the improved pasture areas. Prescribed fire in Depression Marsh communities will sustain the herbaceous vegetation needed for Florida sandhill cranes, and a return to the regular intervals of fire in flatwoods and sandhill communities will sustain foraging habitat for chicks. Protection of the creek tributaries and hydrological restoration will assure foraging habitat for wading birds.

The southeastern American kestrels on site appear to be using secondary cavities - those created by woodpeckers - in the Sandhill Under Restoration communities. The return of fire to these areas will sustain the foraging habitat for the pairs of kestrels using Triple Creek, and long-term restoration goals will consider the habitat needs of kestrels and their need for snags and relatively large, open areas for foraging.

Sherman's fox squirrels were documented in the Mixed Hardwood-Coniferous community adjacent to the unnamed tributary. This habitat will be sustained by removal of exotic species and re-establishing the historical fire regime. Continued restoration of the Mesic Flatwoods Under Restoration and Sandhill Under Restoration habitats and enhancing the canopy in Mesic Flatwoods, Xeric Hammock, and Live Oak communities should improve habitat for this Species of Special Concern (SSC) in the long-term.

Listed Species of Plants

The understanding of the extent and variety of listed species of plants will benefit from a thorough botanical survey. The County will work with qualified individuals to conduct systematic surveys on Triple Creek, likely in coordination with a similar effort on the Balm Boyette Scrub Preserve. Until then, the County's management strategy of removing cattle and exotic pests, supplementing native plant diversity with seeding or planting, and restoring the natural fire-return interval should improve site conditions for listed species of plants.

Three state-listed plants have been observed on Triple Creek Preserve. These include manyflowered grasspink, giant orchid and giant airplant. Sustaining or restoring natural habitats and, in particular, the historical fire return intervals in habitats suitable for these species are the best management strategies to protect these listed species and to encourage a resurgence of the other potentially-occurring plant species referenced in Table 1. Specific management recommendations for the three species that have been observed follow.

The FNAI field guide identifies habitat for manyflowered grasspink as "dry to moist flatwoods with longleaf pine, wiregrass and saw palmetto" (http://www.fnai.org/FieldGuide/pdf/Calopogon_multiflorus.PDF). Its rarity is due to fire suppression and conversion of habitat. The guidelines recommend growing season burns every 2 to 3 years and sustaining historical patterns of hydrology to provide optimum habitat for manyflowered grasspink. This is consistent with the restoration strategies and burn prescriptions proposed on Triple Creek Preserve.

Habitat information from the vouchered specimens in the University of South Florida (USF) herbarium collected in Hillsborough County indicate a fairly diverse distribution of giant orchid in wet flatwoods, longleaf pine sandhills and even scrub communities (<http://florida.plantatlas.usf.edu/SpecimenDetails.aspx?PlantID=2417>). One citation referenced the presence of giant orchid in open xeric oak woods. Some of the citations referenced the local abundance of this species and its tolerance of fairly substantial disturbance. The FNAI field guide (http://www.fnai.org/FieldGuide/pdf/Pteroglossaspis_eclistata.pdf, cited with reference to its previous genus, *Pteroglossaspis*) - indicates giant orchid habitat to include sandhill, scrub and pine flatwoods. Both references cite the occurrence of giant orchids in sunny, open areas with a lack of woody competition. The FNAI field guide recommends prescribed fire to sustain these conditions. The plan to reinstate historical fire return intervals should benefit the species.

Data related to vouchered specimens of giant airplant collected in Hillsborough County at the USF herbarium cite cypress swamp, hydric hammock and floodplain forest habitat (<http://www.florida.plantatlas.usf.edu/SpecimenDetails.aspx?PlantID=2849>). Sustaining the canopy, native species and hydrology of the network of floodplain wetlands associated with the creeks in Triple Creek Preserve should protect the habitat for giant airplants. More insidious impacts to giant air plants across the state have been caused by the Mexican bromeliad weevil, which was first reported in Hillsborough county in 2003 (see University of Florida entomology and nematology publication at http://entnemdept.ufl.edu/creatures/orn/m_callizona.htm). Monitoring giant air plants in Hillsborough County and Triple Creek Preserve and staying aware of the future success of any biological controls are likely the best management solutions for protecting giant air plants on Triple Creek Preserve.

Feral Animal Program

Although it is not possible to totally eradicate wild pigs, an effective trapping program can reduce their impacts. In addition to the trapping being implemented by the county, the use of firearms should also be considered.

A variety of other non-native, or feral animals, including Argentine black and white tegus, dogs, cats, ducks and peacocks have been encountered on other Preserves throughout the County. If feral animals, other than pigs, are documented on the site, a plan for their removal will be developed when the presence of the undesirable species poses a risk to native fauna or humans.

Archaeological, Cultural, and Historical Resource Protection

An archaeological reconnaissance survey was conducted over a portion of Triple Creek (Archaeological Consultants, Inc. 2006). The review resulted in the identification of one site with post-Archaic (sometime after 1000 B.C.) artifact scatter. This site was considered ineligible for listing in the National Register of Historic Places “in view of the mundane nature of the artifact assemblage and low research value” (2006 report for Hillsborough County prepared by Archaeological Consultants, Inc.). Additional information associated with a 2004 site survey and a predictive model for Triple Creek Preserve can be obtained by directly contact CELM.

CELM will perform a cultural resource survey of any area within the project site that is proposed for development. All planned activities involving known cultural resources will be coordinated with the Department of State, Division of Historical Resources (DHR) to prevent the disturbance of significant sites. The collection of artifacts or disturbance of the archaeological sites identified on the project site will be prohibited unless prior authorization is obtained from the CELM and DHR. Management of the on-site cultural resources will comply with the provisions of the Florida Historical Resources Act, specifically §267.061(2) (a) and (b), Florida Statutes. The County will notify DHR immediately if evidence is found to suggest the presence of any additional archaeological or historic resources at the project site.

Hillsborough County coordinated with the Bureau of Archaeological Research in 2007 to provide Historical & Archaeological Resources Training to approximately 50 staff members from the County and Florida Forest Service. The County has also periodically sent staff to Archaeological Resource Management (ARM) training, and with assistance of DHR, trained approximately 40 regional state and county staff between 2014 and 2015. Future potential actions for CELM for archaeological, cultural, and historical resource protection include:

- Training: CELM can investigate hosting another training to reduce the cost of sending staff to other areas of the state. Trained staff should periodically consult the DHR web site and take updated training (presently offered in the form of webinars) as needed.
- Education: Substantive findings related to historical information on Triple Creek Preserve can be incorporated into all programming and kiosks on printed material or on the CELM web page.
- Inspections: As recommended in the ARM training, cultural sites should be inspected at least once a year to ensure that damage or vandalism has not occurred. Security measures (posting, fencing, inspections, law enforcement) should be implemented as needed to deter or prosecute.

Management Coordination

At a minimum, the County will coordinate with the following entities in managing the project site:

- Florida Forest Service – CELM will continue to coordinate burn plans and the overall strategy for prescribed fire with FFS. The County will also coordinate with FFS in the event of any wildfire.
- Florida Fish and Wildlife Conservation Commission – FWC is a partner with CELM on all Preserves. This includes coordination regarding poaching and wildlife violations.
- Southwest Florida Water Management District – The County will continue to coordinate with SWFWMD to ensure that any proposed development activities, including hydrological restoration, are consistent with the current SWFWMD regulatory criteria.
- Florida Department of State, Division of Historical Resources – DHR will be contacted for methods of preserving any historical and archaeological sites and resources that may be found.
- Florida Natural Areas Inventory – FNAI collects, interprets, and disseminates ecological information relating to the conservation of Florida’s biological diversity. Any new element occurrences documented on site will be provided to the FNAI through their on-line rare species data submission form (<http://cosspp.maps.arcgis.com/apps/GeoForm/index.html?appid=2b80d1a8cf924d70a4688c2b883a671e>). Additionally, any occurrence of a plant species not previously documented as occurring in the County will be reported to State herbariums, including the Atlas of Florida Vascular Plants maintained by the Institute for Systemic Biology, Department of Biology at USF. The County will continue to voucher plant specimens at the USF herbarium.
- Florida Invasive Species Partnership – New observations of invasive plants and animals will be submitted to the FISPP through the Early Detection and Distribution Mapping System (<http://www.eddmaps.org/florida/>). Vouchers of newly documented invasive exotic plant species will be provided to the USF herbarium.
- Florida Communities Trust – According to the terms of the Grant Award Agreement, the County is responsible for regularly reporting to FCT. A stewardship report will be submitted by January 30 each year. Every 5 years, the property will be reevaluated to determine if the goals and objectives for management are being achieved on schedule.

Staffing and Financial Budget

Hillsborough County has a centralized management operation for all Preserves that have been acquired by ELAPP. Except for the capital improvement projects, (e.g. fencing, road construction, site security residences, etc.), site management expenses are not budgeted on a site-specific basis. The program is funded to cover capital equipment, personnel, and operating expenses for CELM.

The Environmental Lands Management Team currently consists of 35 permanent staff positions, and a variable number of temporary/seasonal staff. Currently, the annual operating budget for the



Section is just over \$4 million. These funds are used to manage the approximately 62,000 acres of land overseen by the Section. The staff are located in four offices in Plant City, Ruskin, Riverview, and Odessa. Most activities are will be performed by teams of two or three staff members, including plant and animal inventories, exotic plant control, trail and fire lane maintenance, etc. Prescribed burns will be conducted by a burn crew consisting of a burn boss and Environmental Lands Management Team members, with a FFS unit on site in stand-by mode if conditions warrant. Volunteers occasionally participate on burn crews but must be FFS certified and registered in the County's Volunteer Program. Volunteer participation has also been used for ELAPP site management on most of Preserves and includes activities such as plant and animal inventories, exotic plant control, nest box construction, installation and maintenance, trash removal, habitat restoration (planting natives), fence and gate installation and repair, site patrol, trail installation and maintenance, etc. The County's Environmental Lands Management staff will work with local residents who express an interest in preservation and management of the site. Such volunteers can be invaluable in reporting unauthorized activities, as well as providing additional site observations such as wildlife sightings and public usage.

DESIRED FUTURE CONDITIONS

Specific criteria for site management goals and objectives are stated in the following Desired Future Conditions (DFC). These DFC reflect the long-term management objectives for Triple Creek Preserve, and, coupled with Indicators of Success, inform the Annual Work Plans. Progress towards the DFC and the status of Indicators of Success will be provided annually to the FCT and made available to the public and partner agencies.

General

1. Triple Creek is secure from unauthorized entry and illegal activities that may degrade the site's ecological, recreational, or cultural resource values.
2. Appropriate opportunities for organized environmental education programs are pursued.
3. Appropriate fees are charged for appropriate special events.
4. Partnerships with other natural resource agencies are in place to maximize collaboration between staff, promote interdisciplinary management, share financial burdens of management, and exchange technical information.
5. Opportunities for private partnerships are regularly evaluated and implemented when appropriate.
6. The Annual Work Plan is current and consistent with the DFC. Management priorities in the Annual Work Plan for Triple Creek have been developed in combination with the Work Plans, management priorities, and staff commitments of other Preserves.
7. Monitoring protocols are well defined and conducted at appropriate intervals to ensure that conservation and recreation objectives are being met.
8. To support the adaptive management process, quantitative monitoring protocols are developed and implemented when needed.

Habitat Restoration and Improvement

1. Natural upland communities are characterized by representative native biological diversity, the planned fire regime, structural diversity appropriate for the community, and use by native species of wildlife pursuant to the criteria of the CLC.

2. Altered communities under restoration are covered by a plan for their restoration that considers exotic plant control, mechanical vegetation management, groundcover restoration, supplemental plantings and return to their historical fire regime.

Sustainable Forest Management Including Prescribed Fire

1. Natural fire regimes are maintained within CLC-classified communities based on FNAI guidelines.
2. By 2019, the planned harvest or thinning in the areas of Coniferous Plantation in the southwestern portion of the site has been initiated.

Imperiled Species Habitat Maintenance and Enhancement

1. Natural resource management improves the habitat for listed species known to occur on Triple Creek and, through restoration of historical vegetative diversity and patterns of fire, provides habitat for those with the potential to occur.
2. An Arthropod Management Plan is in place for Triple Creek Preserve (**Appendix 5**).

Exotic and Invasive Species Maintenance and Control

1. Invasive exotic species (including non-native fauna) are controlled and maintained so that they do not alter the planned fire regime or impact native biological diversity.

Hydrological Preservation and Restoration

1. Wetlands are characterized by representative native biological diversity, structural diversity appropriate for the community, use by native species of wildlife, natural hydrology, and good water quality.
2. Dredged waterbodies (Impounded Marsh) remain stabilized, and invasive exotic plants are controlled so that they do not spread to natural wetlands or water bodies.
3. The dynamic hydrology of the tributaries, seepage slopes, and channels of the floodplains of Bell and Boggy Creeks sustains wetland soils, vegetation, and fauna native to Triple Creek Preserve.
4. Culverts in the flow-ways of the creeks and tributaries of Bell and Boggy Creeks do not alter the hydrology or wetland function upstream or downstream of the structure (Culverts #1-3 on Figure 6).

Cultural and Historical Resources

1. The locations of archaeological and cultural resources are mapped (internally) and protected during management activities and through site security measures.

Capital Facilities and Infrastructure

1. Roads, trails, and wetland crossings are maintained to allow site access for management and resource-based recreation.
2. Recreation facilities meet the needs of anticipated recreation users and are well designed and well maintained.

Public Access and Recreational Opportunities

1. Recreation uses do not degrade natural resources, impede the ability to implement land management activities, or inhibit the ability to meet DFC for resource management.
2. Appropriate, resource-based recreation, commensurate with the public's desired uses, is available, well-advertised, and known to provide fulfilling outdoor experiences. These include educational kiosks, hiking, and primitive camping.
3. Access to Triple Creek is provided for visitors of diverse backgrounds, ages, capabilities, and outdoors skill levels.

INDICATORS OF SUCCESS

General

1. There is regular patrol of Triple Creek by law-enforcement officers.
2. Reports of illegal activities are documented with the Hillsborough County Sheriff's office, and points of unauthorized entry are repaired to preclude further encroachment.
3. Fencing is maintained in areas where the boundary needs clarification to prevent encroachment.
4. Clearly marked CELM boundary signs are maintained at a minimum of 500-foot intervals along the perimeter and at property corners.
5. Signage is in place to provide environmental education, wayfinding, and directions to points of interest.
6. Parking facilities west of Balm Boyette Road are maintained to meet the needs of expected users during times of peak use.
7. Compensation is provided to the County for use of Triple Creek Preserve for any special events, group camping, or use of Triple Creek by private businesses and concessionaires.
8. Volunteers have been identified to assist with exotic species control, mowing, monitoring, environmental education, and public outreach.
9. A current Annual Work Plan is in place.
10. A monitoring plan is in place that provides clear guidance for the timing, frequency and methods of monitoring to achieve the DFC.
11. Florida Forest Service provides assistance with personnel and equipment for fire line preparation and prescribed burning.
12. FWC, Florida Department of Environmental Protection, SWFWMD, and other agencies provide funding and expertise for restoration, exotic species control and protected species management.

Habitat Restoration and Improvement

1. Natural communities are mapped according to the Florida Cooperative Land Cover (CLC) criteria developed by the FWC and FNAI.
2. Resource management objectives are established for each management unit, these objectives are reflected in the Annual Work Plan, and there is measurable progress on each objective, each year.
3. A continually updated list of observed species of flora and fauna is maintained by CELM staff. Partnership organizations such as the Florida Native Plant Society and Tampa

Audubon Society supplement the records of observed flora and fauna documented on Triple Creek.

4. Based on qualitative field assessments, Mesic Flatwoods, Live Oak, Mixed Hardwood-Coniferous and Xeric Hammock communities are compositionally and structurally comparable to, or trending toward, CLC descriptions for each community type.
5. Native vegetation in Mesic Flatwoods, Mixed Hardwood-Coniferous and Xeric Hammock and other fire-dependent communities occurs at a density, structure, and community composition that can support the planned prescribed fire return interval.
6. Habitat restoration and enhancement for Mesic Flatwoods Under Restoration and Sandhill Under restoration, as depicted by areas 1-8 on the Restoration Plan (**Figure 8**) have clearly stated goals and objectives with appropriate funding for completion at or prior to 2028.

Sustainable Forest Management Including Prescribed Fire

1. Achieving planned fire return intervals for fire-adapted communities is consistently improving across the property. All fire-adapted communities are burned at their appropriate intervals over the life of the plan (i.e., a community with a 2-year fire return interval will be burned five times during the 10-year plan).
2. A geographic information system (GIS) to track management of fire regimes (e.g., fire return interval) is used to document acres of fire-managed communities burned each year, including planned and actual fire regime for each management unit.
3. A post-burn assessment report is created after each prescribed burn, and the results are used to guide future prescriptions.
4. An Arthropod Management Plan is in place for Triple Creek Preserve (Appendix 5).

Imperiled Species Habitat Maintenance and Enhancement

1. Improving the habitat for those listed species of wildlife known to occur, or reasonably expected to occur, is considered in the Annual Work Plan and the restoration goals and objectives for Mesic Flatwoods Under Restoration and Sandhill Under Restoration.
2. A continually updated database of observations of listed species of flora and fauna is maintained, including, where warranted, precise location information for use in GIS.
3. An assessment of the potential for impact to listed species with potential for occurrence (referenced in Tables 1 and 2) is conducted prior to implementing management actions. Habitat alterations or disturbances that would have direct, or long-term, indirect impacts to listed species is avoided or mitigated.
4. Manyflowered grasspink, giant orchid and giant airplant populations are regularly monitored and specifically considered in Annual Work Plans.

Exotic and Invasive Species Maintenance and Control

1. Regular site visits are conducted to monitor and treat known infestations of invasive exotic plant species. The scheduling and frequency of visits are determined by target species, but do not exceed a 6-month interval.

2. All portions of the site are scouted for new infestations of exotic invasive species at least annually. New infestations are documented and located with GPS coordinates for use in a GIS-based tracking system.
3. Newly discovered occurrences are small in scope and not well established.
4. There is no net increase in area of FLEPPC Category I or II invasive exotic species, or other species that Hillsborough County staff deems a problem, in native and altered community types.
5. Regular site visits are conducted to monitor impacts of rooting from wild pigs, and trapping efforts are intensified when needed to minimize impacts to restoration areas and expansive soil disturbance in wetlands.

Hydrological Preservation and Restoration

1. Natural patterns of fire across Depression Marsh wetlands are considered in the prescriptions of ecological burns in the Annual Work Plan.
2. The general exclusion of fire in Mixed Wetland Hardwoods communities is considered in the prescriptions of ecological burns in the Annual Work Plan.
3. The functionality of culverts and water control structures are evaluated at least on an annual basis, and the results of the review are documented on site review forms.
4. A preliminary assessment of the potential for hydrological enhancement of Bell and Boggy Creeks is conducted by 2020.

Cultural and Historical Resources

1. Regular site visits are conducted to document that cultural and historical resources are not pilfered on Triple Creek Preserve at least on an annual basis. The results of the assessment are recorded on site review forms.

Capital Facilities and Infrastructure

1. A foot bridge across Bell Creek, parking facilities, and a covered picnic area are provided at the access point south of Rhodine Road (Site improvements # 9, 10, and 11 on Figure 8).
2. Parking, trash receptacles, trails, and the covered picnic area are in place to accommodate expected resource-based recreationists during peak days and seasons.
3. Kiosks are maintained to provide information about site access and environmental education related to Triple Creek, the proposed 25-mile Alafia Corridor hiking loop, ELAPP, and the CELM Department.

Public Access and Recreational Opportunities

1. Parking and appropriate signage for the proposed 25-mile Alafia Corridor Loop are developed, and a site for primitive camping is established to meet demand (see page 15 of the Executive Summary and Section 6 of the 2017 Master Plan for a description of Destination Sites, including the Alafia Corridor Loop).
2. Resource-based recreation activities have not:
 - i. created unauthorized trails that have resulted in impacts to native vegetation,

- ii. caused erosion that has resulted in wetland impacts or in water quality degradation,
 - iii. resulted in direct, or long-term, indirect impacts to wildlife, including listed species,
 - iv. substantially modified habitats of listed species, and
 - v. killed or injured trees or shrubs by scarring, pruning, or cutting them.
3. Based on user surveys or interviews, the intensity of recreation use does not regularly impact the recreation experience for any of the authorized user groups.
 4. Resource-based recreationists do not regularly exceed the capacity of parking areas and park in unauthorized areas, resulting in impacts to native vegetation or traffic safety issues.
 5. Recreational use does not impede the ability to implement prescribed fire, control invasive exotic species, successfully restore altered areas, or implement other land management activities.
 6. Resource-based recreation users do not vandalize facilities, create unauthorized access points, or remove fencing along the Triple Creek boundary.

SITE MONITORING

Monitoring activities will take place in three different ways. First, CELM staff will conduct periodic reviews of Triple Creek to assess security issues and whether there are maintenance issues that might affect safety or site access. During these reviews, documentation of site conditions, including photo records, will be recorded on site review forms that correspond with the evaluation of Indicators of Success. The site reviews will take place periodically, but site review forms will be filled out at least four times per year.

Second, qualitative assessment of restoration activities, encroachment by invasive exotic species, and a general review of the conditions of the dominant habitats at Triple Creek will occur on a semiannual basis. Site review forms will be completed, and an assessment of all relevant Indicators of Success will be conducted.

For restoration projects, there is a need to implement quantitative monitoring to evaluate the predetermined success criteria for specific initiatives. In the past, these activities have been a part of the contract issued by Hillsborough County to implement the restoration. These quantitative assessments would result in a report that summarizes the success of restoration activities and correspond with the Indicators of Success and ultimately the DFC.

Reporting

The County is responsible for preparing and submitting an annual stewardship report to FCT, due January 30 each year, that evaluates implementation of the management plan. The progress of the management plan will be measured through evaluation of the status of the DFC through the Indicators of Success. The annual stewardship report will provide information including, but not limited to:

- proposed changes in adjacent land uses,
- floral and faunal monitoring results,
- burns conducted in the past year and proposed for the subsequent year,
- the status of restoration and enhancement efforts,

- recreational uses,
- exotic species removal,
- infrastructure development,
- permit applications,
- new management recommendations, and
- any or all actions not discussed in this management plan.

Any proposed revisions to this management plan resulting from the annual review process will be submitted to FCT for the required review and approval.

PUBLIC INVOLVEMENT

Notes and documents provided at advisory board and public meetings are included in **Appendix 6**.

LITERATURE CITED

- Archaeological Consultants, Inc. 2006. Archaeological reconnaissance survey of the Triple Creek Greenway Phase Two Property, Hillsborough County, Florida. Technical report for the Hillsborough County Real Estate Department. 24 pp.
- Barnes, T. G., S. J. DeMaso and M. A. Bahm. (2013), The Impact of 3 exotic, invasive grasses in the Southeastern United States on wildlife. *Wildl. Soc. Bull.* 37:497–502.
- Coblenz, B. E. and D.W. Baber. 1987. Biology and control of feral pigs on Isla Santiago, Galapagos, Ecuador. *J. Appl. Ecol.* 24:403-418.
- Ditchkoff, S. S., D. B. Jolley, B. D. Sparklin, L. B. Hanson, M. Mitchell and J. B. Grand. 2012. Reproduction in a population of wild pigs (*Sus scrofa*) subjected to lethal control. *J. Wildl. Manage.* 76:1235-1240.
- Dzieciolowski, R. M., C. M. H. Clarke and C. M. Frampton. 1992. Reproductive characteristics of feral pigs in New Zealand. *Acta Theriologica* 37:259–270.
- Florida Fish and Wildlife Conservation Commission. 2015. Tegus in Florida. FWC brochure. 2 pp.
- Hanson, L. B., M. S. Mitchell, J. B. Grand, D. B. Jolley, B. D. Sparklin and S. S. Ditchkoff. 2009. Effect of experimental manipulation on survival and recruitment of feral pigs. *Wildlife Research* 36:185–191.
- Interagency Visitor Use Management Council. 2016. Visitor use management framework: A guide to providing sustainable outdoor recreation. Edition 1. 130 pp.
- Interagency Wild and Scenic Rivers Coordinating Council (IWSRCC). In press. Steps to address user capacities for wild & scenic rivers. 22 pp.
- Keiter, D. A., J. J. Mayer and J. C. Beasley. 2016. What is in a “common” name? A call for consistent terminology for nonnative *Sus scrofa*. *Wildl. Soc. Bull.* 40:384–387

- Krysko, K. L., K. M. Enge and P. E. Moler. 2011. Atlas of amphibians and reptiles in Florida. Final Report, Project Agreement 08013, Florida Fish and Wildlife Conservation Commission, Tallahassee, USA. 524 pp.
- MacDonald, G. E. 2004. Cogongrass (*Imperata cylindrica*)—biology, ecology, and management. *Critical Reviews in Plant Science*. 23:367–380.
- Mayer, J. J. and I. L. Brisbin Jr. 1991. Wild pigs in the United States: Their history, morphology and current status. University of Georgia Press, Athens, GA. 336 pp.
- Singer, F. J., W. T. Swank and E. E. C. Clebsch. 1984. Effects of wild pig rooting in a deciduous forest. *J. Wildl. Manage.* 48: 464-473.
- Southwest Florida Water Management District. 2001. Alafia River Comprehensive Watershed Management Plan. 228 pp.
- Sparklin, B.D., M. S. Mitchell, L. B. Hanson, D. B. Jolley and S. S. Ditchkoff. 2009. Territoriality of Feral Pigs in a Highly Persecuted Population on Fort Benning, Georgia. *J. Wildl. Manage.* 73:497-502.
- Wunderlin, R. P., B. F. Hansen, A. R. Franck and F. B. Essig. 2017. *Atlas of Florida Plants* (<http://florida.plantatlas.usf.edu/>). [S. M. Landry and K. N. Campbell (application development), USF Water Institute.], Institute for Systematic Botany, University of South Florida, Tampa.



EXUM ASSOCIATES, INC.

Appendix 1 - Legal descriptions

LEGAL DESCRIPTION

All Property above the Ordinary High Water Line within the following:

That part of the Southwest quarter of Section 7, Township 31 South, Range 21 East, lying West of public road, LESS the Northeast quarter of the Northeast quarter of the Southwest quarter and LESS the North 208.71 feet of the East 417.42 feet of the Southeast quarter of the Northeast quarter of the Southwest quarter. All being more particularly described as follows:

BEGIN at the Southwest corner of the Southwest quarter of said Section 7; thence N. 01°52'49"W., 2665.17 feet to the Northwest corner of said Southwest quarter; thence N.88°45'37"E., 1993.03 feet to the Northwest corner of the Northeast quarter of the Northeast quarter of said Southwest quarter; thence S.01°19'03"E., 665.15 feet to the Southwest corner of said Northeast quarter of the Northeast quarter of the Southwest quarter; thence N.88°43'21"E., 246.97 feet along the South boundary of said Northeast quarter of the Northeast quarter of the Southwest quarter to the West boundary of the East 417.42 feet of the Southeast quarter of the Northeast quarter of said Southwest quarter; thence S.01°13'51"E., 208.71 feet parallel with the East boundary of said Southwest quarter; thence N.88°43'21"E., 332.63 feet to the West right-of-way line of Balm-Boyette Road as monumented on April 23, 1987; thence S.00°01'18"E., 1784.12 feet along said right-of-way line to the South boundary of said Southwest quarter; thence S.88°34'55"W., 2505.80 feet to the POINT OF BEGINNING. Lying and being in Hillsborough County, Florida.

AND

The North half of the Southeast quarter of Section 12, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Southeast quarter; thence S.01°52'49"E., 1332.57 feet to the Southeast corner of the North half of said Southeast quarter; thence S.89°06'07"W., 2636.50 feet to the Southwest corner of the North half of said Southeast quarter; thence N.02°04'50"W., 1328.27 feet to the center of said Section 12; thence N.89°00'25"E., 2641.07 feet to the POINT OF BEGINNING.

AND

The Northeast quarter of the Northeast quarter of Section 12, Township 31 South, Range 20 East AND TOGETHER WITH the South half of the Northeast quarter of Section 12, Township 31 South, Range 20 East; TOGETHER WITH that portion of the North half of Section 7, Township 31 South, Range 21 East, lying West of the East right-of-way line of Balm-Boyette Road, all lying and being in Hillsborough County, Florida.

AND

That part of the Southwest quarter of Section 6, Township 31 South, Range 21 East, Hillsborough County, Florida, lying Easterly of the centerline of Bell Creek LESS the Southerly 100.00 feet thereof; TOGETHER WITH the Southeast quarter of Section 6, lying Northwest of the centerline of Balm-Boyette Road, LESS the Southerly 100.00 feet thereof; TOGETHER WITH the Southerly quarter of the Northwest quarter of Section 6, Township 31 South, Range 21 East, lying Easterly of the centerline of Bell Creek; TOGETHER WITH the Southwest quarter of Section 5, Township 31 South, Range 21 East, lying Northwesterly and Westerly of the centerline of Balm-Boyette Road, LESS AND EXCEPT the following described property:

BEGIN at the West quarter corner of Section 5, Township 31 South, Range 21 East, Hillsborough County, Florida and run N.89°56'40"E., along the East-West centerline of Section 5, a distance of 1339.03 feet to the centerline of Balm-Boyette Road; thence S.01°12'32"W., 227.03 feet; thence S.38°56'49"W., 1979.77 feet; thence departing the centerline of Balm-Boyette Road S.88°32'53"W., 1725.08 feet; thence N.01°06'11"W., 759.83 feet; thence N.89°44'16"W., 329.17 feet; thence N.00°05'00"W., 1056.98 feet to the East-West centerline of Section 6; thence S.89°44'16"E., 1980.12 feet along said East-West centerline to the POINT OF BEGINNING.

All lying within Hillsborough County Florida

END OF LEGAL DESCRIPTION

ATTACHEMENT "A"
LEGAL DESCRIPTION

THIS IS NOT A
CERTIFIED COPY

All property above the ordinary high water line within the following described property::

A portion of Section 36 Township 30 South Range 20 East AND a portion of Section 1 Township 31 South Range 20 East AND a portion of Section 6 Township 31 South Range 21 East, Hillsborough County, Florida, all being more particularly described as follows:

BEGIN at the Northeast corner of said Section 1, said corner also being the Northwest corner of said Section 6 and the Southeast corner of said Section 36; thence S. 00°04'29"W., 1981.98 feet along the Easterly boundary line of said Section 1 to the Southwest corner of the North 3/4 of the Northwest 1/4 of said Section 6; thence S.89°44'14"E., 26.86 feet along the Southerly boundary line of the North 3/4 of the Northwest 1/4 of said Section 6 to the centerline of BELL CREEK; thence along said centerline the following Two (2) courses: S.33°14'33"E., 9.38 feet; thence N.81°01'36" E., 48.77 feet to the said Southerly boundary Line of the North 3/4 of the Northwest 1/4 of said Section 6; thence S.89°44'43"E., 49.34 feet along said Southerly boundary line to the centerline of BELL CREEK; thence along said centerline the following One Hundred Thirty Seven (137) courses: S.27°43'59"E., 23.92 feet; thence S.37°18'08"W., 16.11 feet; thence S.04°31'41"E., 13.62 feet; thence S.51°39'47"E., 30.14 feet; thence N.66°23'48"E., 6.11 feet; thence S.67°48'37"E., 49.74 feet; thence S.85°32'04"E., 11.86 feet; thence S.10°52'37"E., 24.65 feet; thence N.79°13'36"E., 41.80 feet; thence S.72°41'35"E., 55.18 feet; thence N.60°54'48"E., 39.69 feet; thence S.04°17'44"W., 28.55 feet; thence S.62°47'21"E., 33.62 feet; thence N.74°08'33"E., 33.99 feet; thence N.30°28'23"E., 34.13 feet; thence N.40°48'43"E., 30.25 feet; thence S.57°26'45"E., 26.47 feet; thence S.53°39'49"E., 34.74 feet; thence S.38°49'42"W., 19.98 feet; thence S.60°33'32"W., 20.52 feet; thence S.42°31'03"E., 50.58 feet; thence S.24°30'51"E., 53.40 feet; thence S.83°52'30"E., 20.12 feet; thence S.49°39'20"E., 18.22 feet; thence S.02°48'47"E., 19.73 feet; thence S.10°23'46"W., 14.14 feet; thence S.46°31'56"W., 15.21 feet; thence S.36°27'28"E., 24.05 feet; thence S.29°18'17"E., 9.68 feet; thence S.49°11'57"E., 25.73 feet; thence S.24°00'29"E., 24.96 feet; thence N.77°37'18"E., 25.64 feet; thence N.21°45'38"E., 21.64 feet; thence N.43°27'53"E., 17.90 feet; thence N.67°36'46"E., 39.81 feet; thence N.63°04'34"E., 43.81 feet; thence S.64°44'58"E., 19.15 feet; thence N.71°49'05"E., 33.68 feet; thence S.75°24'43"E., 28.17 feet; thence S.58°41'30"E., 32.12 feet; thence S.24°04'55"W., 7.21 feet; thence S.34°30'00"W., 17.86 feet; thence S.36°51'45"E., 8.63 feet; thence S.62°40'42"W., 12.62 feet; thence S.79°09'04"W., 9.49 feet; thence S.30°52'38"E., 10.20 feet; thence S.58°25'04"E., 23.21 feet; thence S.32°54'39"W., 10.94 feet; thence S.23°57'24"E., 8.20 feet; thence S.14°42'08"E., 13.50 feet; thence N.86°14'04"W., 22.73 feet; thence N.51°52'42"W., 10.68 feet; thence S.64°47'30"W., 8.67 feet; thence S.02°26'15"E., 13.00 feet; thence

S.04°00'31"E., 32.53 feet; thence S.12°22'37"E., 21.27 feet; thence S.29°48'06"E., 7.92 feet; thence S.38°41'50"E., 41.22 feet; thence S.49°50'18"E., 19.28 feet; thence S.21°24'48"W., 13.87 feet; thence S.45°48'42"W., 8.55 feet; thence S.40°49'03"W., 10.07 feet; thence S.47°52'24"W., 21.40 feet; thence S.12°37'35"W., 32.82 feet; thence S.33°10'37"E., 34.68 feet; thence S.22°08'29"E., 45.79 feet; thence S.01°58'02"E., 19.31 feet; thence N.74°24'45"W., 24.66 feet; thence N.28°33'44"W., 22.00 feet; thence N.63°58'20"W., 22.81 feet; thence N.83°10'17"W., 33.47 feet; thence S.24°27'51"E., 24.28 feet; thence S.23°34'18"E., 24.82 feet; thence S.19°53'34"E., 41.35 feet; thence S.37°55'04"E., 53.50 feet; thence S.40°27'24"E., 49.37 feet; thence S.64°16'51"E., 23.28 feet; thence N.78°54'52"E., 46.07 feet; thence N.03°46'46"W., 23.08 feet; thence N.13°49'43"W., 32.87 feet; thence N.46°59'20"E., 31.68 feet; thence S.57°45'00"E., 42.31 feet; thence S.60°20'06"W., 37.79 feet; thence S.66°32'31"E., 87.88 feet; thence S.54°28'06"E., 40.28 feet; thence S.72°46'21"E., 55.68 feet; thence N.44°43'49"E., 28.94 feet; thence S.55°23'01"E., 28.91 feet; thence S.20°05'09"E., 26.75 feet; thence S.12°28'08"W., 26.66 feet; thence S.76°00'37"W., 21.55 feet; thence S.05°46'36"W., 48.00 feet; thence S.06°42'55"W., 28.42 feet; thence S.25°33'10"E., 15.05 feet; thence S.81°21'11"E., 14.04 feet; thence N.59°08'02"E., 28.90 feet; thence N.45°40'24"E., 26.48 feet; thence N.66°03'56"E., 14.10 feet; thence S.59°54'12"E., 17.44 feet; thence S.08°02'48"E., 54.99 feet; thence S.32°14'50"E., 23.78 feet; thence S.27°59'40"E., 29.60 feet; thence S.18°06'22"E., 34.04 feet; thence S.68°00'09"W., 15.30 feet; thence S.47°27'08"W., 24.22 feet; thence S.26°08'54"W., 25.01 feet; thence S.15°05'00"E., 18.53 feet; thence S.50°53'20"E., 23.93 feet; thence S.12°38'00"E., 13.56 feet; thence S.31°18'44"E., 41.43 feet; thence S.54°19'02"E., 4.77 feet; thence S.14°01'49"E., 17.04 feet; thence S.12°03'04"W., 25.33 feet; thence S.25°29'50"E., 16.26 feet; thence S.38°51'59"E., 24.13 feet; thence S.00°37'13"W., 40.72 feet; thence S.17°35'06"E., 18.47 feet; thence S.74°23'53"E., 28.53 feet; thence S.70°43'29"E., 14.95 feet; thence S.12°45'18"W., 26.69 feet; thence S.65°50'57"E., 29.99 feet; thence S.41°00'39"E., 23.93 feet; thence S.13°35'36"W., 18.93 feet; thence N.82°00'08"W., 20.80 feet; thence S.27°30'32"W., 29.93 feet; thence N.89°33'13"W., 31.83 feet; thence S.45°21'19"W., 20.69 feet; thence S.07°01'50"W., 42.06 feet; thence S.88°30'22"E., 31.19 feet; thence S.36°03'11"E., 23.05 feet; thence S.05°56'41"W., 30.29 feet; thence S.15°16'33"E., 39.60 feet; thence S.12°47'35"W., 32.67 feet; thence S.05°20'22"E., 25.64 feet; thence S.72°16'08"W., 34.62 feet; thence S.39°45'13"W., 19.43 feet; thence S.01°43'55"E., 5.00 feet; thence N.89°43'55"W., 1283.49 feet along a line 1650 feet Northerly of and parallel with the Southerly boundary line of said Section 6 to the common boundary line between said Sections 1 AND 6; thence N.89°57'10"W., 1527.59 feet along a line 1650 Northerly of and parallel with the Southerly boundary line of said Section 1; thence N.01°15'43"W., 1911.20 feet; thence N.88°28'24"W., 465.22 feet; to the Southeast corner of the property described in Official Records Book 8823 Page 664 of The Public Records of said County; thence, along Easterly boundary line of said property the following nine (9) courses:

N.01°38'19"W., 520.87 feet; thence N.88°19'57"E., 211.00 feet; thence N.01°40'40"W., 577.02 feet; thence N.88°19'56"E., 605.00 feet; thence N.01°38'45"W., 279.47 feet; thence S.88°19'57"W., 605.02 feet; thence N.01°40'15"W., 176.98 feet; thence S.88°22'22"W., 210.96 feet; thence N.01°39'33"W., 645.91 feet to the Northeast corner thereof, said point also being the Southeast corner of the property described in Official Records Book 3205 Page 1339; thence N.00°34'50"W., 867.11 feet along the Easterly boundary line of said property to the Southerly right-of-way line of RHODINE ROAD as described in Official Records Book 2039 Page 637 AND Official Records Book 2043 Page 806 of the Public Records of said County; thence along said Southerly right-of-way line the following three (3) courses and two (2) curves: S.89°42'00"E., 171.33 feet; to the beginning of a curve concave to the South having a radius of 1095.92 feet, thence Southeasterly 572.87 feet along said curve, through a central angle of 29°57'00" (chord bears S.74°42'29"E., 566.37 feet); thence S.59°45'19"E., 935.75 feet; to the beginning of a curve concave to the North having a radius of 1195.92 feet, thence Southeasterly 626.18 feet along said curve, through a central angle of 30°00'00" (chord bears S.74°46'10"E., 619.05 feet); thence N.89°43'43"E., 3.50 feet to the Easterly boundary line of said Section 36; thence S.00°13'13"W., 552.06 feet along said Easterly boundary line; to the POINT OF BEGINNING.

END OF LEGAL DESCRIPTION



EXUM ASSOCIATES, INC.

Appendix 2 - Grant award/requirements: Phase 1

THIS IS NOT A

INSTR # 2002336908
OR BK 11982 PG 1081

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

RECORDED 10/03/2002 08:47 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

FLORIDA COMMUNITIES TRUST
FF1 AWARD #01-048-FF1
FCT Contract# 03-CT-PP-01-F1-J1-048

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 26th day of September, 2002, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259.105, 259.1051, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty-two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments and nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, natural resource conservation areas, parks, greenways and outdoor recreation areas to implement local comprehensive plans;

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

GAA\01-048-FF1
8/12/02

RETURN TO: REAL ESTATE DEPARTMENT

APPROVED
Board of County Commissioners
DATE 3-6-02
MICHAEL KELLY
Director
Real Estate Department

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-7, F.A.C.;

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

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

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition using funds from the Florida Forever Trust Fund award.

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

I. GENERAL CONDITIONS.

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

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

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

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

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

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

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

Recipient: Hillsborough County
Parks & Recreation Department
P. O. Box 1110
Tampa, Florida 33601
ATTN: Director

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

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

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

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

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

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

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

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

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE Recipient.

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

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

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

1. Two or more resource-based outdoor recreational facilities including nature trails and a covered picnic pavilion, and two or more user-oriented outdoor recreation facilities including a playground and a BMX bicycle track shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Hillsborough County.
3. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.
4. The natural communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
5. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the site, including gopher tortoises and Sherman's fox squirrels. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of native wildlife species and their habitat in a manner that furthers the Strategic Habitat Conservation Area designation. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

6. A vegetation analysis shall be performed to determine which areas of the Project Site need a prescribed burn regime to maintain natural fire-dependent natural communities. The development of the prescribed burn program shall be coordinated the Division of Forestry and the Florida Fish and Wildlife Conservation Commission.

7. Development and management of the Project Site will be done in a manner to protect the water quality of Bell Creek adjacent to the Project Site.

8. Areas around the user-oriented recreational facilities, parking areas and along the road right-of-ways shall be landscaped with native plant species to provide wildlife habitat and enhance the function and appearance of the Project Site.

9. Approximately 60 acres of degraded upland shall be restored to a natural community in terms of biological composition and ecological function.

10. The shoreline of the borrow pits on the Project Site will be graded to form shallow littoral shelves and planted to create a natural wetland community in terms of biological composition and ecological function.

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

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

13. Management of the Project Site shall be coordinated with management of the adjacent Balm-Boyett Scrub Preserve.

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

15. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible. Stormwater management facilities on the Project Site shall be designed to provide recreational open space or wildlife habitat.

16. The Project Site shall be managed as part of the Hillsborough County recreational trail system. Proposed trail system improvements shall include the extension of the multi purpose trail network and trailhead facilities.

17. The development and management of the Project Site shall be coordinated with the agencies managing conservation lands in the Hillsborough County Greenway corridor, to ensure the Project Site is protected and managed as part of a linked conservation lands and recreation opportunities.

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

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

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

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

Witness:

HILLSBOROUGH COUNTY

Mildred K. Dixon
Print Name: Mildred K. Dixon

By: Pat Frank
Print Name: Pat Frank
Title: Chairman-BOCC

Juelene Gregory
Print Name: Juelene Gregory

Date: 8-28-02

ATTEST:
RICHARD AKE
CLERK OF CIRCUIT COURT



BY: Mildred K. Dixon
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT No. 02-1260

BY: [Signature]

THIS IS NOT A

Witness:

FLORIDA COMMUNITIES TRUST

[Signature]
Print Name: Bryan Winick

By: [Signature]
Janice Browning,
Executive Director

Betsy Tower
Print Name: Betsy Tower

Date: 9/26/02

Approved as to Form and Legality:
By: [Signature]
Print Name: 9/25/02

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of September, 2002, by Janice Browning, as Executive Director. She is personally known to me.

[Signature]
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



Ann J. Wild
MY COMMISSION # CC932448 EXPIRES
August 30, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTION

CERTIFIED COPY

All Property above the Ordinary High Water Line within the following:

That part of the Southwest quarter of Section 7, Township 31 South, Range 21 East, lying West of public road, LESS the Northeast quarter of the Northeast quarter of the Southwest quarter and LESS the North 208.71 feet of the East 417.42 feet of the Southeast quarter of the Northeast quarter of the Southwest quarter. All being more particularly described as follows:

BEGIN at the Southwest corner of the Southwest quarter of said Section 7; thence N. 01°52'49"W., 2665.17 feet to the Northwest corner of said Southwest quarter; thence N.88°45'37"E., 1993.03 feet to the Northwest corner of the Northeast quarter of the Northeast quarter of said Southwest quarter; thence S.01°19'03"E., 665.15 feet to the Southwest corner of said Northeast quarter of the Northeast quarter of the Southwest quarter; thence N.88°43'21"E., 246.97 feet along the South boundary of said Northeast quarter of the Northeast quarter of the Southwest quarter to the West boundary of the East 417.42 feet of the Southeast quarter of the Northeast quarter of said Southwest quarter; thence S.01°13'51"E., 208.71 feet parallel with the East boundary of said Southwest quarter; thence N.88°43'21"E., 332.63 feet to the West right-of-way line of Balm-Boyette Road as monumented on April 23, 1987; thence S.00°01'18"E., 1784.12 feet along said right-of-way line to the South boundary of said Southwest quarter; thence S.88°34'55"W., 2505.80 feet to the POINT OF BEGINNING. Lying and being in Hillsborough County, Florida.

AND

The North half of the Southeast quarter of Section 12, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Southeast quarter; thence S.01°52'49"E., 1332.57 feet to the Southeast corner of the North half of said Southeast quarter; thence S.89°06'07"W., 2636.50 feet to the Southwest corner of the North half of said Southeast quarter; thence N.02°04'50"W., 1328.27 feet to the center of said Section 12; thence N.89°00'25"E., 2641.07 feet to the POINT OF BEGINNING.

AND

CERTIFIED COPY
The Northeast quarter of the Northeast quarter of Section 12, Township 31 South, Range 20 East AND TOGETHER WITH the South half of the Northeast quarter of Section 12, Township 31 South, Range 20 East; TOGETHER WITH that portion of the North half of Section 7, Township 31 South, Range 21 East, lying West of the East right-of-way line of Balm-Boyette Road, all lying and being in Hillsborough County, Florida.

AND

The Northeast quarter of the Northeast quarter of Section 12, Township 31 South, Range 20 East AND TOGETHER WITH the South half of the Northeast quarter of Section 12, Township 31 South, Range 20 East; TOGETHER WITH that portion of the North half of Section 7, Township 31 South, Range 21 East, lying West of the East right-of-way line of Balm-Boyette Road, all lying and being in Hillsborough County, Florida.

That part of the Southwest quarter of Section 6, Township 31 South, Range 21 East, Hillsborough County, Florida, lying Easterly of the centerline of Bell Creek LESS the Southerly 100.00 feet thereof; TOGETHER WITH the Southeast quarter of Section 6, lying Northwest of the centerline of Balm-Boyette Road, LESS the Southerly 100.00 feet thereof; TOGETHER WITH the Southerly quarter of the Northwest quarter of Section 6, Township 31 South, Range 21 East, lying Easterly of the centerline of Bell Creek; TOGETHER WITH the Southwest quarter of Section 5, Township 31 South, Range 21 East, lying Northwesterly and Westerly of the centerline of Balm-Boyette Road, LESS AND EXCEPT the following described property:

BEGIN at the West quarter corner of Section 5, Township 31 South, Range 21 East, Hillsborough County, Florida and run N.89°56'40"E., along the East-West centerline of Section 5, a distance of 1339.03 feet to the centerline of Balm-Boyette Road; thence S.01°12'32"W., 227.03 feet; thence S.38°56'49"W., 1979.77 feet; thence departing the centerline of Balm-Boyette Road S.88°32'53"W., 1725.08 feet; thence N.01°06'11"W., 759.83 feet; thence N.89°44'16"W., 329.17 feet; thence N.00°05'00"W., 1056.98 feet to the East-West centerline of Section 6; thence S.89°44'16"E., 1980.12 feet along said East-West centerline to the POINT OF BEGINNING.

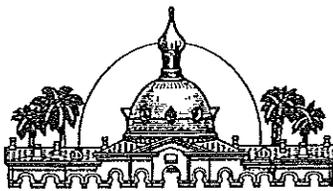
All lying within Hillsborough County Florida



EXUM ASSOCIATES, INC.

Appendix 2 - Grant award/requirements: Phase 2

copy



Hillsborough County
Florida

Office of the County Administrator
Patricia G. Bean

BOARD OF COUNTY COMMISSIONERS

Brian Blair
Rose V. Ferlita
Ken Hagan
Al Higginbotham
Jim Norman
Mark Sharpe
Kevin White

Deputy County Administrator
Wally Hill

Assistant County Administrators
Kenneth C. Griffin
Carl S. Harness
Manus J. O' Donnell

MEMORANDUM

Date: January 2, 2007
To: Mildred Dixon, BOCC Records
From: Kurt G. Gremley, ELAPP Acquisition Manager, Real Estate Department
Re: FCT Grant Contract
Triple Creek Greenway Phase Two #06-019-FF6

Attached is a fully executed original of the subject agreement (document number 06-1700). We have retained a copy for our files. If you have any questions, please do not hesitate to contact me.

Attachment

cc with Attachment:
v Forest Turbiville, Section Manager, Parks, Recreation and Conservation Department

G:\ELAPP\FCT.DIR\TRIPLE CREEK GREENWAY PHASE TWO.DIR\BOCC.GC.MD.DOC

FCT Contract Number 07-CT-94-06-F6-A1-D19
FLORIDA COMMUNITIES TRUST
06-019-FF6
TRIPLE CREEK GREENWAY PHASE II
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 14, 2006 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

06-019-FF6
Oct. 18, 2006
Pre-acquisition

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009(1), F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, Rule 9K-7.003(5) F.A.C., recognizes real property owned by the Recipient and included in the application as part of the Project Site as an eligible source of Match, provided that the real property owned was acquired by the Recipient within 24 months prior to the application deadline for which the application was made. The date of this application deadline was May 10, 2006;

WHEREAS, the Recipient acquired fee simple title to the entire Project Site on February 3, 2006, from Transcend Development Corp., a Florida corporation;

WHEREAS, the Recipient will request disbursement of FCT Florida Forever Bond proceeds for the reimbursement of Project Costs expended by the Recipient for the acquisition of the Project Site; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to reimbursing the Recipient for Project Costs.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end April 1, 2007 ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **November 30, 2006**. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or the termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Costs may be reimbursed in an expeditious manner.

4. The Recipient shall provide a monthly status report to FCT of its progress towards reimbursement of the Project Costs.

5. The Recipient shall provide the appraisal(s) required by 9K-8.007, F.A.C. to FCT for review by a date not to exceed ninety (90) days after the Recipient's project is selected for funding. The appraisals shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-7.002(29), F.A.C., or Four Million Two Hundred Ninety Thousand Dollars And Zero Cents (\$4,290,000.00), unless FCT approves a different amount after determination of the MAPP.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(3), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(29), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant to the Recipient. The FCT Award shall only be delivered after FCT approval of the Project Plan and Project Site acquisition terms. FCT shall prepare a grant reconciliation statement prior to the reimbursement that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(22), F.A.C. If the value of Pre-acquired land, as defined by Rule 9K-7.002(28), F.A.C., or donated land is the source of the Match, the MAPP shall determine the value of the Match. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: Kurt Gremley

Title: ELAPP Acquisition Manager

Address: Hillsborough County Real Estate Department
P.O. Box 1110
Tampa, Florida 33601

Phone: (813) 307-1007 / Suncom 571-1007 Fax: (813) 272-5597

E-mail: Gremleyk@hillsboroughcounty.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, grant reconciliation statement, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Jim Norman

Title: Chairman, Board of County Commissioners

Address: P.O. Box 1110
Tampa, Florida 33601

Phone: (813) 272-5720 Fax: (813) 272-7048

4. In the event that different representatives or addresses are designated for either paragraph 2. or 3. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-60000-661.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to the final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

- a. Closing documents associated with the parcel(s):
- (1) A copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Transcend Development Corp.
 - (2) A copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
 - (3) A copy of the recorded deed(s) evidencing conveyance of title to the parcel(s) to the Recipient.
 - (4) Certified survey(s) of the parcel(s) that meets the requirements of Rule 9K-8.006, F.A.C., and is dated within ninety (90) days of the date of acquisition of the parcel(s) by the Recipient.
 - (5) A copy of the title insurance policy(s) evidencing marketable title in Recipient to the parcel(s) and effective the date of acquisition of the parcel(s) by the Recipient, including a statement from the title insurer as to the minimum promulgated rate if premium was paid by Recipient, and all documents referenced in the title policy(s).
 - (6) Environmental site assessment(s) of the parcel(s) certified to the Recipient, which meets the standards and requirements of ASTM Practice E 1527, and with a date of certification within ninety (90) days of the date of acquisition of the parcel(s) by Recipient, together with the statement required by Rule 9K-8.012(4), F.A.C.
- b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.
- c. A statement of the Project Costs.
- d. A statement of the amount of the award being requested from FCT.
- e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- g. A signed statement by the Recipient that all activities under this Agreement comply will all applicable local, state, regional and federal laws and

regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

- h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves the Project Plan containing a copy of the document(s) vesting title to the Project Site in the Recipient.

3. All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(41). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

6. Reimbursement for Project Costs shall not occur until after FCT approval of the Project Plan.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

- a. An introduction containing the project name, location and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the application and a prioritized list of management objectives.
- c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

- d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.
- e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.
- h. A description of proposed educational displays and programs to be offered, if applicable.
- i. A description of how the management will be coordinated with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla. Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(32), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local

Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

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

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

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

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

1. Two or more resource-based outdoor recreational facilities including a nature trail and picnic pavilions shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the environmental resources on the project site without causing harm to those resources.

2. A permanent recognition sign, a minimum size of 3' x 4', shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.

3. An informational kiosk shall be provided to educate visitors about the natural environment of the project site.

4. A survey of the natural communities and plant species on the project site shall be conducted prior to the development of the project site. The survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site

5. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

6. The project site shall be managed in a manner that will protect and enhance the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

7. A vegetation analysis of the project site shall be performed to determine which areas of the project site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of the prescribed burn program shall be coordinated with the Division of Forestry.

8. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

9. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.

10. A comprehensive landscaping plan will be developed for the project site. The landscaping plan will make significant use of native plants.

11. Approximately 158 acres of degraded uplands shall be restored in terms of biological composition and ecological function.

12. The flow of Boggy Creek shall be restored by replacing a failed culvert with a bridge crossing thereby improving the hydrology and enhancing the wetlands in terms of biological composition and ecological function.

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

14. A feral animal removal program shall be developed and implemented for the project site.

15. An archaeological survey shall be performed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of

known historic sites located on the project site.

16. Bike parking stands shall be installed at the project site to provide an alternative to automobile transportation to the project site.

17. The development and management of the project site shall extend trails from Triple Creek Greenway Phase I to Rhodine Scrub and provide trailhead facilities, to ensure the project site is managed as part of a linked trail system.

18. The project site shall be protected and managed as part of an ecological corridor within the County's designated Triple Creek Greenway.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"), or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of reimbursement of Project Costs and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the

Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the reimbursement of Project Costs, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the reimbursement of Project Costs.

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

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

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

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

- a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
- b. If any material adverse change shall occur in the financial condition of the

Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

- c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or
- d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;
- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section

119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not

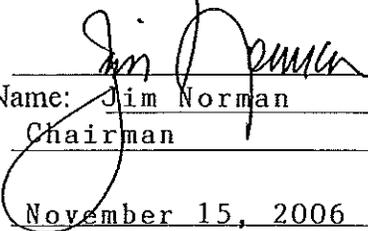
transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

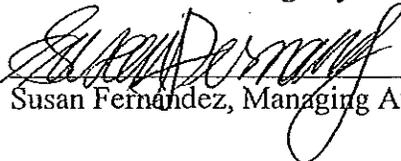
This Agreement embodies the entire agreement between the parties.

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

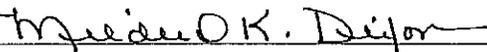
HILLSBOROUGH COUNTY

By: 
Print Name: Jim Norman
Title: Chairman
Date: November 15, 2006

Approved as to Form and Legality:

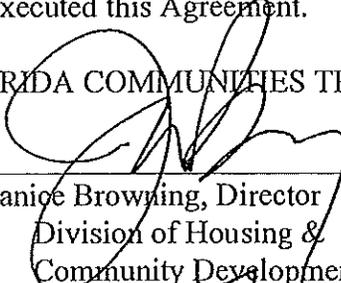
By: 
Susan Fernandez, Managing Attorney

ATTEST:
PAT FRANK
CLERK OF THE CIRCUIT COURT

By: 
DEPUTY CLERK

BOCC Document Number 06-1700

FLORIDA COMMUNITIES TRUST

By: 
Janice Browning, Director
Division of Housing &
Community Development
Date: 12/5/06

Approved as to Form and Legality:

By: 
Kristen L. Coons
Trust Counsel





Appendix 3 - Special Conditions

(There are no additional Special Conditions other than those referenced in the Grant Awards)



EXUM ASSOCIATES, INC.

Appendix 4 - Lease agreements

USE AGREEMENT

THIS FIRST USE AGREEMENT (the "Agreement") is made and entered into this 3rd day of February, 2016, (the "Effective Date") by and between U.S.A. OFFICIAL BMX TRAINING FACILITY, INC., a Florida non-profit corporation (hereinafter the "USABMX"), having a mailing address of 4011 Cedar Cay Circle, Valrico, Florida 33596 and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY"), having a mailing address of P.O. Box 1110, Tampa, Florida 33601.

WITNESSETH

WHEREAS, the COUNTY owns certain properties and facilities for the purpose of providing practice and playing facilities for sports organizations within the COUNTY; and

WHEREAS, the USABMX desires to use the COUNTY'S property and facilities located at the Triple Creek Preserve Acquisition of Convenience, commonly known as the Triple Creek Dairy Farm, (hereinafter referred to as the "TRIPLE CREEK DAIRY FARM") and the COUNTY desires to allow USABMX use of the TRIPLE CREEK DAIRY FARM. Specifically, the COUNTY desires USABMX to use the portion of the TRIPLE CREEK DAIRY FARM designated as the "BMX Training Facility" as specifically set forth on Attachment A – the Site Plan, attached hereto (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the COUNTY and the USABMX desire to enter into this AGREEMENT to define the responsibilities and duties of the COUNTY and USABMX regarding the use of the PROPERTY; and

WHEREAS, Grantor has acquired the TRIPLE CREEK DAIRY FARM with partial funding from the Florida Communities Trust (the "FCT"), and the TRIPLE CREEK DAIRY FARM is subject to certain limitations provided in the FCT Grant Award Agreement as recorded in OR Book 11982, Page1081, Hillsborough County, FL; and

WHEREAS, as part and condition of the FCT funding, the County provided, and the FCT approved, a Management Plan for the TRIPLE CREEK DAIRY FARM; and

WHEREAS, the terms of the FCT Grant Award Agreement and the Management Plan are hereby incorporated herein by reference; and

WHEREAS, all activities by the COUNTY and USABMX shall be consistent with the FCT Grant Award Agreement and the Management Plan.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the COUNTY and the USABMX agree as follows:

SECTION 1 – Use of Property

- 1.1 The COUNTY hereby grants USABMX a non-exclusive, non-transferable right to use the PROPERTY for both youth and adult activities and events related to bicycle motor cross and for the operation of consumable and non-consumable concessions related to the public's use of the PROPERTY (hereinafter referred to collectively as the "ACTIVITIES"). In no event shall USABMX have the right to use the PROPERTY for any other purpose other than as provided for herein.
- 1.2 USABMX shall supply the COUNTY Conservation Services Section with a schedule of all events and practices to be held at the PROPERTY. This schedule is subject to the approval of the COUNTY. The COUNTY reserves the right to schedule events and activities on the PROPERTY on all other dates.
- 1.3 USABMX may not schedule any activity (i.e., sports camp, clinic or individual instruction) where a fee is charged without first obtaining permission, in writing, from the COUNTY. Such permission should be requested a minimum of ten (10) days prior to the event and should include specific information about the activity and fees. Such activities will be subject to the Liability & Responsibility provision set forth in this AGREEMENT.
- 1.4 In accordance with the Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 38, USABMX shall ensure that no alcoholic beverages are consumed on the PROPERTY.
- 1.5 When the facility is not being used by the USABMX for an event or scheduled practice, the BMX track will remain closed, but the remainder of the facility shall be open to the general public in accordance with posted rules and regulations.
- 1.6 USABMX shall be solely responsible for the cost of its use of the utilities located on the PROPERTY (including, but not limited to, electricity, water, gas and sewage.)
- 1.7 USABMX accepts the PROPERTY "as is/with all faults". USABMX acknowledges and agrees that the COUNTY has made no express, implied or other representation of any kind regarding the physical or environmental condition of the PROPERTY, its soils, groundwater conditions or the presence or absence of hazardous materials in, on or under the PROPERTY. USABMX acknowledges and agrees that the COUNTY shall not be required to correct any deficiencies or defects in, on or under the PROPERTY or to make accommodations to facilitate USABMX's use of the PROPERTY.
- 1.8 USABMX agrees that it shall obtain and maintain, at its expense, any and all licenses, permits and registrations (and any renewals thereof) necessary for its use of the PROPERTY as described in Section 1.1 herein.

- 1.9 USABMX agrees that it shall be solely responsible for all taxes, fees, assessments and surcharges of any kind based on revenue, profits or sales derived through its use of the PROPERTY.
- 1.10 The COUNTY shall have the right to enter on to the PROPERTY at any time and the COUNTY shall have the right to examine and inspect the PROPERTY and any IMPROVEMENTS (as defined below).
- 1.11 USABMX acknowledges and agrees that in accordance with the provisions of Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 38, private vendors are prohibited on COUNTY property unless such vendors received permits from the Hillsborough County Parks, Recreation and Conservation Department or unless authorized in writing by the Director of the Parks, Recreation and Conservation Department.
- 1.12 Any organization other than USABMX that desires to use the PROPERTY must obtain the written permission of the Director of the Hillsborough County Parks and Recreation Department before using the PROPERTY.

SECTION 2 – Term of Agreement

This agreement shall commence effective upon the date of majority vote of approval by the Board of County Commissioners and shall continue on an automatically renewing, year to year, annual basis until terminated by either party by providing the other party one hundred-twenty (120) days prior written notice of its intent to terminate.

SECTION 3 – PROPERTY Improvements

- 3.1 USABMX may not make any alterations, additions, or improvements (hereinafter referred collectively as the “IMPROVEMENTS”) in or to any part of the PROPERTY without the COUNTY'S prior written approval. If USABMX wishes to fund its own IMPROVEMENTS to the PROPERTY, USABMX must obtain written permission from the COUNTY.
- 3.2 Any request to make IMPROVEMENTS must be accompanied by a written or drawn plan of the proposed IMPROVEMENTS and must meet all local codes and permitting requirements. USABMX agrees that it shall submit such plans to the COUNTY at least ninety (90) days prior to the date on which USABMX wishes to commence work on the IMPROVEMENT. The COUNTY may, in its sole discretion, reject any contemplated IMPROVEMENT(S) that does not meet the COUNTY's established standards or that are not feasible with the COUNTY's current and/or future use of the PROPERTY.
- 3.3 The cost of all permits, licenses, governmental charges, inspection fees, and all public utility charges which are applicable and necessary for the construction and/or installation

of the IMPROVEMENTS shall be borne by USABMX. USABMX must obtain such licenses and permits prior to commencing work on an IMPROVEMENT.

- 3.4 All improvements made by USABMX must conform to COUNTY building codes and all materials and workmanship used to construct and/or install the IMPROVEMENTS must be of good quality.
- 3.5 All improvements and their costs must be documented and sent to the COUNTY for recording and filing. All records relating to any IMPROVEMENTS must be made available to the COUNTY for inspection, copying and discussion.
- 3.6 IMPROVEMENTS include, but are not limited to, painting and advertising signage. If USABMX sells advertising signage for placement on fences at the PROPERTY, subject to the approval of the COUNTY, such signage must be placed in a manner so it shall face inward, visible by spectators, and not outward facing any road, highway, or throughway. All signs must conform to sign ordinances.

SECTION 4 – Maintenance of Property and Improvements

- 4.1 During the TERM of this Agreement, USABMX shall maintain the PROPERTY and all IMPROVEMENTS at its sole expense and such maintenance shall be in compliance with the State and the COUNTY's standards, ordinances, rules and regulations.
- 4.2 It shall be the responsibility of USABMX to mow, maintain, and keep in a generally clean and attractive appearance all tracks, race courses, practice areas, common areas, concessions and IMPROVEMENTS located on the PROPERTY. It shall be the responsibility of the USABMX to perform daily pickup of litter at the PROPERTY after each practice and event.
- 4.3 Prior to every practice, event, or any time USABMX uses the PROPERTY, it shall be USABMX's sole responsibility to inspect the entire area for any areas that are in need of maintenance.
- 4.4 USABMX shall ensure that the PROPERTY RULES (defined below) are posted in visible locations and that they are easily understandable.
- 4.5 USABMX shall ensure that there are warning signs for any risks that USABMX is aware of that exists on the PROPERTY /IMPROVEMENTS but is unable to eliminate.
- 4.6 USABMX's maintenance responsibility shall not abate at any time during the TERM of this Agreement.
- 4.7 **USABMX may use, maintain and/or repair existing well sites located on the Property at its sole risk, cost and expense subject to all applicable permits, laws and regulations governing the same. COUNTY does not warrant the suitability,**

potability or condition of any wells or water source located on the Property for USABMX's approved use.

SECTION 5- Property Rules

- 5.1 USABMX shall develop and implement rules governing the operation of the PROPERTY (e.g. hours of operation; prohibitions of particular conduct; types of equipment allowed, safety equipment/gear, direction of traffic, etc.) (hereinafter referred to as the "PROPERTY RULES").
- 5.2 It is the responsibility of USABMX to ensure that its employees, volunteers, players, participants, spectators, invitees, coaches and managers follow the PROPERTY RULES and it is the responsibility of USABX to address all violations of the PROPERTY RULES.
- 5.3 If an employee, volunteer, player, participant, spectator, invitee, coach, or manager is suspended or otherwise disciplined by USABMX, a written copy of such action must be sent to the COUNTY within five (5) days of such action and incident. The copy must be detailed, outlining the infraction, action taken, and rationale for the action including the PROPERTY RULE or written policy violated.

SECTION 6- Insurance Requirements

- 6.1 During the Term of this Agreement, USABMX agrees that it shall maintain, at its sole cost and expense, a general liability insurance policy with coverage limits of no less than \$1,000,000 combined single limits per occurrence. Hillsborough County must be listed as an additional insured on the insurance certificate. Furthermore, such policy shall not have an exclusion for athletic participant injury. Such insurance shall be in full force and effect continually and USABMX shall fully and timely comply with all requirements and conditions imposed by the insurance policy and shall take no action that could, in any way, limit the County's rights or coverages under said policy. USABMX acknowledges and agrees that it shall have said insurance in place and in effect prior to USAMBX occupation and/or us of the PROPERTY.
- 6.2 The certificate of insurance shall be from a responsible company duly authorized to do business in the Sate of Florida. USABMX's insurance agent shall complete and sign an insurance checklist provided by the COUNTY to insure minimum insurance requirements are met. The insurance certificate must be signed by the authorized representative of the insurance company shown in the certificate. Thirty (30) days written notice by registered or certified mail must be given to the COUNTY of any reductions or cancellations of coverage. The insurance coverage required herein is to be primary to any insurance carried by COUNTY.
- 6.3 USABMX shall furnish the COUNTY with a certificate of insurance (or a copy of the policy, if requested by the COUNTY) prior to USABMX's occupation and/or use of the PROPERTY.

- 6.4 USABMX shall cause each participant in its program to be covered by a policy of insurance that will provide coverage for injuries sustained by participation in USABMX activities.
- 6.5 Should at any time USABMX fail to maintain the insurance coverage required by this AGREEMENT, the COUNTY will immediately terminate this AGREEMENT.
- 6.6 Termination of this AGREEMENT by the COUNTY pursuant to this Section does not relieve USABMX of its obligation to pay the full and total amount of any damage, injury, or loss caused by USABMX's intentional acts or negligence connected with its use of the PROPERTY.

SECTION 7 - Liability & Responsibility

- 7.1 USABMX shall have all employees, participants and invitees sign a "Release" discharging the COUNTY from any and all claims and liability for damages, personal injury, disabilities death or property damage which may result from such person's use of the PROPERTY or participation in the ACTIVITIES (hereinafter referred to as the "RELEASE(S)"). For RELEASES by persons under the age of 18, the parent or legal guardian of the minor must sign the RELEASE on behalf of the minor. The form of the RELEASE document used by USABMX must be submitted to the COUNTY for approval prior to such "Release" being used by USABMX. USABMX shall provide the COUNTY with a copy of any and all executed RELEASES within two (2) days after receiving such request from the COUNTY.
- 7.2 USABMX acknowledges and agrees that it shall not damage the PROPERTY in any way. In the event that USABMX or its employees, participants or invitees damage the PROPERTY (including, but not limited to, its grounds, structures, facilities or fixtures), whether willfully or accidentally, USABMX shall immediately and fully repair the damage or reimburse the COUNTY for such repair, at the sole discretion of the COUNTY.
- 7.3 USABMX acknowledges and agrees that the COUNTY shall not be responsible or liable for any damage to or loss of goods, structures, equipment or property belonging to, borrowed, or leased by USABMX, whether such damages or loss is due to power failure or malfunction, theft, fire flood, force majeure, act of terrorism, vandalism and/or any other cause, unless (and then only to the extent) caused by the gross negligence, intentional or willful action of the COUNTY. In addition, USABMX acknowledges and agrees that the COUNTY shall not be responsible for incidental or consequential damages, lost profits or other similar damages.

SECTION 8 - Indemnification

- 8.1 USABMX agrees to indemnify, release, discharge and hold harmless the COUNTY, its employees, and agents from any and all liabilities, claims, demands, or against any and all claims arising from loss or damage to such buildings or structures as a result of fire or other casualty, and USABMX shall procure, maintain, and keep in force a policy or policies of fire and casualty insurance in an amount equal to the replacement value, the amount to be provided to the COUNTY, of said buildings and structures to protect the COUNTY and USABMX.
- 8.2 USABMX agrees to release, discharge, and hold harmless the COUNTY, its employees, and agents from any and all liabilities, claims, demands, or causes of action including liabilities for personal injury, death, or damage to property arising out of the use of the PROPERTY by USABMX, its members, employees, participants, agents, or invitees. Further, the USABMX agrees to indemnify and hold harmless the COUNTY, its employees, and agents, from and against any and all liabilities, claims, demands, or causes of action including liabilities for personal injury or death or property damage of any person whatsoever resulting from any act or omission by USABMX, its members, employees, participants, agents, or invitees arising out of or in any way connected with the use of the PROPERTY except when caused by the sole negligence of the COUNTY, its employees, or agents.

SECTION 9 – Termination

- 9.1 The COUNTY may terminate this Agreement at any time with or without cause.
- 9.2 USABMX may terminate this Agreement at any time upon One hundred-twenty (120) days written notice to the COUNTY prior to such termination.
- 9.3 Upon termination of this Agreement, USABMX shall pay the COUNTY any and all sums of money owed to the COUNTY by USABMX as of the date of termination.
- 9.4 Upon termination of this Agreement, all IMPROVEMENTS made to the PROPERTY by USABMX shall become the property of the COUNTY.
- 9.5 Upon termination of this Agreement, USABMX shall immediately remove any all goods, items and equipment belonging to, borrowed by or leased by USABMX and vacate the PROPERTY. USABMX shall leave all structures and IMPROVEMENTS located on the PROPERTY in clean and good condition.

SECTION 10- USABMX Representations and Warranties

In addition to other representations, warranties and covenants made by USABMX under this Agreement, USABMX hereby represents, covenants and warrants to the COUNTY as follows:

- (a) USABMX is a validly formed and duly existing not-for-profit corporation under the laws of the State of Florida;

- (b) USABMX shall operate the PROPERTY in compliance with all applicable statutes, laws, regulations and ordinances;
- (c) USABMX shall comply with all applicable policies, rules and laws related to Hillsborough County Parks and Recreation; and
- (d) USABMX does not discriminate in its selection of members, volunteers, participants and invitees on the basis of race, color, national origin, religion, sex, age, handicap or marital status.

SECTION 11- USABMX Finances

It is USABMX's responsibility to maintain all financial records including but not limited to, registration fees, concession stand funds, fundraisers, and any and all USABMX expenses.

SECTION 12- Training/Certification/Safety

- 12.1 The Race Director or such similarly situated person designated by USABMX shall have complete control of all events on the track.
- 12.2 All Race Directors will be certified/sanctioned by a national governing body/organization of the sport, e.g. National Bicycle League (NBL).
- 12.3 There shall be one head official on the track at all times and there shall be a sufficient number of assistant officials present so as to conduct the race in a safe manner.
- 12.4 USABMX is responsible for communicating with the COUNTY or providing the COUNTY with copies of all certifications, training, and sanctions of all officials and directors.
- 12.5 As least one official, director, or other person must be certified in CPR and first aid and must be present at the PROPERTY during all events and training activities. USABMX shall contact EMS prior to all major events and request an EMS unit to be on site or on call.
- 12.6 All riders/participants must wear a helmet with a permanent strap and other protective gear appropriate for BMX activities.
- 12.7 All parents, officials, and directors are encouraged to attend a training session through the Coaching Youth Sports Certification Program, which is operated by the COUNTY.

SECTION 13- Background Checks

- 13.1 USABMX shall be responsible for conducting or having background checks conducted on all volunteers/employees who have direct contact with youth participants or invitees. Such background checks shall be at the sole expense of USABMX. The purpose of said background checks is to determine if the volunteer/employee has a criminal history that could jeopardize the safety and welfare of any child participant or invitee. In the event a background check reveals a criminal history of a volunteer/employee that could jeopardize the safety and welfare of a child participant/invitee, USABMX shall prohibit such person's entry onto the PROPERTY and such person's participation in any and all of USABMX's ACTIVITIES. USABMX shall also provide the COUNTY with a copy of such background check within three (3) days of USABMX's receipt of the background check along with a written confirmation of USABMX's actions to prevent such person's entry onto the PROPERTY and to prevent such person's contact with youth participants/invitees. USABMX shall provide the COUNTY with copies of any and all background checks conducted on employees/volunteers of USABMX within five (5) days of USABMX's receipt of such a request from the COUNTY.
- 13.2 During the Term of this Agreement, USABMX shall ensure the COUNTY always has an updated roster of USABMX's officers, employees and volunteers, and any other position having direct contact with youth participants.

SECTION 14- General Provisions

- 14.1 **Entire Agreement:** The foregoing constitutes the entire AGREEMENT between the parties with respect to the subject matter contained herein. There are no other understandings, agreements, or representations expressed or implied, respecting this AGREEMENT.
- 14.2 **Waiver of Provisions:** No change, waiver or discharge hereof of the provisions in this AGREEMENT shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of any other provision or breach.
- 14.3 **Survival:** The provisions of Sections 7.2, 7.3, 8.1, 8.2, 9.3, 9.4, 9.5 and all the provisions of Section 14 of this AGREEMENT shall survive the expiration or termination of this AGREEMENT.
- 14.4 **Assignment:** USABMX shall not assign its rights and obligations under this AGREEMENT, in whole or in part, without the prior written consent of the COUNTY.
- 14.5 **Non-Discriminatory Statement of Assurance:** During the performance of this AGREEMENT, the USABMX assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act as amended and the Florida Civil Rights Act of 1962 and that it does not discriminate on the basis of race, color, national origin, religion, sex,

age, handicap, or marital status in any form or manner. The USABMX understands and agrees that this AGREEMENT is conditioned upon the veracity of this statement of assurance. Furthermore, the USABMX herein assures the COUNTY that it will comply with Title VII of the Civil Rights Act of 1964 when federal grants are involved. Other applicable federal and state law, executive orders and regulations prohibiting the type of discrimination as herein above delineated are included by this reference thereto. This statement of assurance shall be interpreted to include the Vietnam era veterans and disabled veterans within its protective range of activities.

- 14.6 **Unpaid, Independent Contractors:** USABMX shall use PROPERTY under this AGREEMENT as an unpaid, independent contractor. USABMX shall have no authority or right to contract or otherwise commit the COUNTY to any legal obligation. Nothing contained herein shall in any way be construed to constitute USABMX, its officers, employees, agents, or subcontractors to be representatives, agents, subagents, or employees of the COUNTY.
- 14.7 **Use of Premises:** The premises shall be used by USABMX to perpetuate, foster, and otherwise encourage the attainment of athletic skills, good sportsmanship, loyalty, and courage in accordance with the high spirit and honorable tradition of the sport provided by the USABMX. In accordance with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 38, no commercial enterprise of any nature shall be conducted at the PROPERTY without the prior written consent of the COUNTY. However, this prohibition does not apply to concessions for the sale of soft drinks or food, operated entirely by or under contract with USABMX during its scheduled use of the PROPERTY pursuant to this AGREEMENT.
- 14.8 **Binding Effect** – This AGREEMENT shall be binding upon and shall inure to the benefit of the parties and their successors or assigns, except as otherwise provided for herein.
- 14.9 **Authorized Representative:** The representative of USABMX whose signature appears below, affirms that he or she has read and is familiar with the information in this AGREEMENT and possesses the authority to execute this AGREEMENT on behalf of USABMX, and obligates USABMX to the conditions set forth herein.
- 14.10 **Governing Law:** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflicts of law. Venue of any disputes relating to this AGREEMENT shall be in Hillsborough County, Florida.
- 14.11 USABMX shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

USABMX shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

[Signatures Provided on Following Pages]

BALANCE OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

Signed and sealed in the presence of:
(Two Witnesses Required)

Sign [Signature]

Print Name Andrea Perez

Sign [Signature]

Print Name Steven Carter

USABMX:

USA OFFICIAL BMX TRAINING FACILITY, INC., a Florida non-profit corporation

By: [Signature]

Print Name: Bryan Williams

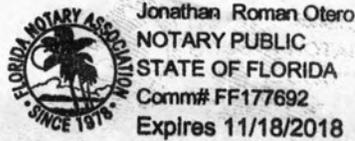
Its President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

This instrument was ACKNOWLEDGED before me this 20th day of January, 2016, by Bryan Keith Williams, as President of USABMX, he/she is personally known to me or has produced FL DL WKS2-071-K-2778 as identification.

[Signature]
Notary Public, State of Florida
Jonathan Roman Otero
Name of Notary Printed, Stamped or Typed

Notary Seal:



[Signatures Provided on Following Pages]

BALANCE OF PAGE LEFT BLANK INTENTIONALLY

ATTEST: Pat Frank
Clerk of the Circuit Court



By: *Diana A. Lee*
Deputy Clerk

BOCC Document No. 16-0104

Approved as to form and legal sufficiency

By: *Charlotte A. [Signature]*
Assistant County Attorney

COUNTY:

HILLSBOROUGH COUNTY, A
POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

BY: *Lesley Miller, Jr.*
Chairman (or Vice Chairman)

Print name Lesley "Les" Miller, Jr., Chairman

Triple Creek Preserve Acquisition of Convenience Amended Recreational Site Plan

Attachment "A"

Legend

	Access RD	
	Lease Area	
	Triple Creek ELAPP	



USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into this 3rd day of February, 2016, (the "Effective Date") by and between TRIPLE CREEK RC, INC., a Florida non-profit corporation (hereinafter the "TCRC"), having a mailing address of 16208 Diamond Bay Drive, Wimauma, Florida 33598, and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY"), having a mailing address of P.O. Box 1110, Tampa, Florida 33601.

WITNESSETH

WHEREAS, the COUNTY owns certain properties and facilities for the purpose of recreational use within the COUNTY; and

WHEREAS, the TCRC desires to use the COUNTY'S property and facilities located at the Triple Creek Preserve Acquisition of Convenience, commonly known as the "Triple Creek Dairy Farm" and the COUNTY desires to allow the TCRC to use the Triple Creek Dairy Farm. Specifically, the COUNTY desires to allow the TCRC to use the portion of the Triple Creek Dairy Farm designated as the "RC Airfield" as specifically set forth on Attachment A – Site Plan, attached hereto, (hereinafter referred to as the "FACILITY"); and

WHEREAS, the COUNTY and the TCRC desire to enter into this AGREEMENT to define the responsibilities and duties of the COUNTY and TCRC regarding the use of the FACILITY; and

WHEREAS, the COUNTY has acquired the Triple Creek Dairy Farm with partial funding from the Florida Communities Trust (the "FCT"), and the Triple Creek Dairy Farm is subject to certain limitations provided in the FCT Grant Award Agreement as recorded in OR Book 11982, Page 1081; and

WHEREAS, as part and condition of the FCT funding, the County provided, and FCT approved, a Management Plan for the Triple Creek Dairy Farm; and

WHEREAS, the terms of the FCT Grant Award Agreement and the Management Plan are hereby incorporated herein by reference; and

WHEREAS, all activities by the COUNTY and TCRC shall be consistent with the FCT Grant Award Agreement and the Management Plan; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the COUNTY and the TCRC agree as follows:

SECTION 1- TCRC By-Laws

1.1 The TCRC shall operate under a set of by-laws voted upon by the governing board of the TCRC and approved by the Academy of Model Aeronautics (the "AMA").

- 1.2 By-laws shall include a provision for elected officers to include a president, commissioner, or other similarly titled head of TCRC. Such head of TCRC shall act as the TCRC representative in all discussions with the COUNTY regarding the use of FACILITY.
- 1.3 It is the responsibility of the TCRC to follow its written by-laws and to handle violations of such by-laws by Club Members and or Guests.
- 1.4 If a Club Member or Guests is suspended or otherwise disciplined by TCRC, a written copy of the action must be sent to the COUNTY. The copy must be detailed, outlining the infraction, action taken, and rationale for the action including the by-law or written policy violated. The copy is to be on file within twenty-four (24) hours of the incident.

SECTION 2- Liability Responsibility

- 2.1 The TCRC shall furnish to the COUNTY'S Environmental Lands Management Section a certificate of insurance verifying general liability coverage with limits of no less than \$1,000,000 combined single limits per occurrence. The COUNTY must be listed as an additional insured on the insurance certificate. Furthermore, such policy shall not have an exclusion for a Club Member or Guest injury.
- 2.2 The certificate of insurance shall be through the AMA the national governing body and is provided as a membership service to its chartered clubs. TCRC is a registered charter club with the AMA currently. TCRC will provided the COUNTY documentation to insure the minimum insurance requirements are met. The insurance certificate must be signed by the authorized representative of the AMA shown in the certificate. Thirty (30) days written notice by registered or certified mail must be given to the COUNTY of any cancellations of AMA Chartered Club Status. The insurance coverage required herein is to be primary to any insurance carried by COUNTY.
- 2.3 Should at any time the TCRC fail to maintain the insurance coverage required by this AGREEMENT, the COUNTY will immediately terminate this AGREEMENT.
- 2.4 Termination of this AGREEMENT by the COUNTY pursuant to Section 2.3 does not relieve the TCRC of its obligation to pay the full and total amount of any damage, injury, or loss caused by TCRC's intentional acts or negligence connected with the use of this FACILITY.
- 2.5 The TCRC agrees to indemnify, release, discharge and hold harmless the COUNTY, its employees, and agents from any and all liabilities, claims, demands, or against any and all claims arising from loss or damage to such buildings or structures as a result of fire or other casualty, and TCRC shall procure, maintain, and keep in force a policy or policies of fire and casualty insurance in an amount equal to the replacement value, the amount to be provided to the COUNTY, of said buildings and structures to protect the COUNTY and TCRC
- 2.6 The TCRC agrees to indemnify, release, discharge, and hold harmless the COUNTY, its employees, and agents from any and all liabilities, claims, demands, or causes of action including liabilities for personal injury, death, or damage to property arising out of the use of

the FACILITY by the TCRC, its members, employees, participants, agents, or invitees. Further, the TCRC agrees to indemnify and hold harmless the COUNTY, its employees, and agents, from and against any and all liabilities, claims, demands, or causes of action including liabilities for personal injury, death or property damage of any person whatsoever resulting from any negligent act or omission by the TCRC, its members, employees, participants, or agents arising out of or in any way connected with the use of the FACILITY except when caused by the sole negligence of the COUNTY, its employees, or agents.

- 2.7 TCRC shall ensure that each participant and employee in its program is a member in good standing with the AMA and hence covered by a policy of insurance that will provide coverage for injuries sustained by participation in TCRC activities.
- 2.8 TCRC acknowledges and agrees that it shall not damage the FACILITY in any way. In the event that TCRC or its employees, participants or invitees damage the FACILITY (including, but not limited to, its grounds, structures, facilities or fixtures), whether willfully or accidentally, TCRC shall immediately and fully repair the damage or reimburse the COUNTY for such repair, at the sole discretion of the COUNTY.
- 2.9 TCRC acknowledges and agrees that the COUNTY shall not be responsible or liable for any damage to or loss of goods, structures, equipment or property belonging to, borrowed, or leased by TCRC, whether such damages or loss is due to power failure or malfunction, theft, fire flood, force majeure, act of terrorism, vandalism and/or any other cause, unless (and then only to the extent) caused by the gross negligence, intentional or willful action of the COUNTY. In addition, TCRC acknowledges and agrees that the COUNTY shall not be responsible for incidental or consequential damages, lost profits or other similar damages.

SECTION 3- Use of Facility and Scheduling

- 3.1 The COUNTY hereby grants TCRC a non-exclusive, non-transferable right to use the FACILITY for the purpose expressly stated herein subject to the terms and conditions of this Agreement. In no event shall TCRC have the right to use the FACILITY for any other purpose other than as provided for herein.
- 3.2 The premises shall be used by the TCRC for the purpose of promoting the development of Model Aviation as a recognized sport, worthwhile recreational activity and to allow for social events among its members and guests. In accordance with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 38, no commercial enterprise of any nature shall be conducted at the FACILITY without the prior written consent of the COUNTY. However, this prohibition does not apply to concessions for the sale of soft drinks or food, operated entirely by the TCRC during its scheduled use of the FACILITY pursuant to this AGREEMENT.
- 3.3 The TCRC shall supply the COUNTY Conservation Services Section with a schedule of all special events to be held at the facility. This schedule is subject to the approval of the

COUNTY. Special events may include, but is not limited to, Visitor Fly In's, Open Skills Contests or other events endorsed and sanctioned by the AMA.

- 3.4 Any organization other than the TCRC that desires to use the FACILITY must obtain the written permission of the Director of the Hillsborough County Parks, Recreation and Conservation Department before using the FACILITY.
- 3.5 The TCRC shall provide the COUNTY with a minimum of two months notice if the TCRC will be hosting a tournament or major event, to allow the COUNTY time to place additional trash receptacles at the tournament site if the COUNTY deems it necessary.
- 3.6 TCRC accepts the FACILITY "as is/with all faults". TCRC acknowledges and agrees that the COUNTY has made no express, implied or other representation of any kind regarding the physical or environmental condition of the FACILITY, its soils, groundwater conditions or the presence or absence of hazardous materials in, on or under the FACILITY/property. TCRC acknowledges and agrees that the COUNTY shall not be required to correct any deficiencies or defects in, on or under the FACILITY/property or to make accommodations to facilitate TCRC's use of the FACILITY.
- 3.7 TCRC agrees that it shall obtain and maintain, at its expense, any and all licenses, permits and registrations (and any renewals thereof) necessary for its use of the FACILITY.
- 3.8 TCRC agrees that it shall be solely responsible for all taxes, fees, assessments and surcharges of any kind based on revenue, profits or sales derived through its use of the FACILITY.
- 3.9 TCRC shall be solely responsible for the cost of its use of the utilities located on the FACILITY (including, but not limited to, electricity, water, gas and sewage.)
- 3.10 The COUNTY shall have the right to enter on to the FACILITY/property at any time and the COUNTY shall have the right to examine and inspect the FACILITY/property and any improvements.
- 3.11 In accordance with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 38, the TCRC shall assure that no alcoholic beverages are consumed on COUNTY property.
- 3.12 All users of the FACILITY shall comply with the rules posted at the site that govern the use of the FACILITY.
- 3.13 TCRC may use, maintain and/or repair existing well sites located on the Facility at its sole risk, cost and expense subject to all applicable permits, laws and regulations governing the same. COUNTY does not warrant the suitability, potability or condition of any wells or water source located on the Facility for TCRC's approved use.

SECTION 4- Field and Facility Maintenance

- 4.1 It shall be the responsibility of the TCRC to mow, maintain, and keep in a generally clean and attractive appearance all field, staging and common areas at the FACILITY. This responsibility shall not abate at any time during the Term of this Agreement.
- 4.2 It shall be the responsibility of the TCRC to perform daily pickup of litter at the FACILITY.
- 4.3 Prior to every use, event, or any time the TCRC uses the FACILITY, it shall be the TCRC's sole responsibility to inspect the entire area for any areas that are in need of maintenance.
- 4.4 It shall be the responsibility of TCRC to maintain, repair and restore the access road serving the Facility as depicted on "Attachment A", attached hereto and incorporated herein, to a level and condition suitable for TCRC's approved use at its sole risk, cost and expense, which expense may be shared with other users of the access road who hold formal use agreements for a portion of the Triple Creek Preserve.

SECTION 5- Facility Improvement

- 5.1 TCRC may not make any alterations, additions, or improvements in or to any part of the FACILITY without the COUNTY'S prior written approval. If the TCRC wishes to fund its own improvements to the FACILITY, the TCRC must obtain written permission from the COUNTY.
- 5.2 Any such request to make alterations, additions, or improvements must be accompanied by a written or drawn plan of the proposed improvements and meet all local codes and permitting requirements. Cost of all permits for alterations, additions, or improvements to FACILITY shall be borne by the TCRC. All improvements made by the TCRC must conform to COUNTY building codes. All improvements and their costs must be documented and sent to the COUNTY for recording and filing. These records will be available for the COUNTY to inspect and discuss.
- 5.3 Alterations, additions or improvements pursuant to Sections 5.1 and 5.2 of this AGREEMENT include, but are not limited to, painting and advertising signage. If the TCRC sells advertising signage for placement on fences at the FACILITY, subject to the approval of the COUNTY pursuant to Sections 5.1 and 5.2 of this AGREEMENT, such signage must be placed in a manner so it shall face a direction, visible by spectators, and not outward facing any road, highway, or throughway. All signs must conform to sign ordinances.
- 5.4 Any alterations, additions or improvements to the FACILITY become the property of the COUNTY.

SECTION 6- TCRC Finances

- 6.1 It is the TCRC's responsibility to maintain all financial records including but not limited to, registration fees, concession stand funds, fundraisers, and all TCRC expenses.

- 6.2 In accordance with the provisions of Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 38, private vendors are prohibited on COUNTY property except as otherwise provided herein.
- 6.3 The TCRC may not schedule any activity (e.g. contests, fly in's, demonstrations, etc.) where a fee is charged without first obtaining permission, in writing, from the COUNTY. Such permission should be requested a minimum of ten (10) days prior to the event and should include specific information about the activity and fees. Such activities will be subject to the Liability Responsibility provisions in Section 2 of this AGREEMENT.

SECTION 7- Training/Certification/Safety

- 7.1 The Safety Director and/or a Board member shall have complete control of all special events at the field.
- 7.2 All pilots will be members in good standing of the national governing body/organization of the sport, e.g. Academy of Model Aeronautics (AMA).
- 7.3 There shall be designated instructors to assist with the proper training of all student pilots. The use of a control system referred to as a "buddy box" will be used with all student pilots until the proper skills are demonstrated to their prospective instructor and the student is signed off on and has successfully soloed with said instructor present.

SECTION 8 – Term and Termination

- 8.1 This agreement shall commence the Effective Date of this Agreement and shall continue on an automatically renewing, year to year, annual basis unless sooner terminated by either party by providing the other party one hundred (120) days prior written notice of its intent to terminate.
- 8.2 The COUNTY may terminate this Agreement at any time with or without cause.
- 8.3 TCRC may terminate this Agreement at any time upon one hundred-twenty (120) days written notice to the COUNTY prior to such termination.
- 8.4 Upon termination of this Agreement, TCRC shall pay the COUNTY any and all sums of money owed to the COUNTY by TCRC as of the date of termination.
- 8.5 Upon termination of this Agreement, TCRC shall immediately remove any all goods, items and equipment belonging to, borrowed by or leased by TCRC and vacate the FACILITY/property. TCRC shall leave all structures and improvements located on the property/FACILITY in clean and good condition.

SECTION 9 – TCRC’s Representations and Warranties

In addition to other representations, warranties and covenants made by TCRC under this Agreement, TCRC hereby represents, covenants and warrants to the COUNTY as follows:

- (a) TCRC is a validly formed and duly existing not-for-profit corporation under the laws of the State of Florida;
- (b) TCRC is a registered charter club with the AMA;
- (c) TCRC shall operate the FACILITY in compliance with all applicable statutes, laws, regulations and ordinances;
- (d) TCRC shall comply with all applicable policies, rules and laws related to Hillsborough County Parks and Recreation; and
- (e) TCRC does not discriminate in its selection of members, volunteers, participants and invitees on the basis of race, color, national origin, religion, sex, age, handicap or marital status.

SECTION 10- General Provisions

- 10.1 **Non-Discriminatory Statement of Assurance:** During the performance of this AGREEMENT, the TCRC assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act as amended and the Florida Civil Rights Act of 1962 and that it does not discriminate on the basis of race, color, national origin, religion, sex, age, handicap, or marital status in any form or manner. The TCRC understands and agrees that this AGREEMENT is conditioned upon the veracity of this statement of assurance. Furthermore, the TCRC herein assures the COUNTY that it will comply with Title VII of the Civil Rights Act of 1964 when federal grants are involved. Other applicable federal and state law, executive orders and regulations prohibiting the type of discrimination as herein above delineated are included by this reference thereto. This statement of assurance shall be interpreted to include the Vietnam era veterans and disabled veterans within its protective range of activities.
- 10.2 **Unpaid, Independent Contractors:** The TCRC shall use the FACILITY under this AGREEMENT as an unpaid, independent contractor. TCRC shall have no authority or right to contract or otherwise commit the COUNTY to any legal obligation. Nothing contained herein shall in any way be construed to constitute the TCRC, its officers, employees, agents, or subcontractors to be representatives, agents, subagents, or employees of the COUNTY.
- 10.3 TCRC may not assign its rights and obligations under this AGREEMENT, in whole or in part, without the prior written consent of the COUNTY.

- 10.4 The FACILITY shall be open to any member of the public who is a member in good standing of the national governing body/organization of the sport (i.e., Academy of Model Aeronautics (the "AMA")).
- 10.5 This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflicts of law. Venue of any disputes relating to this AGREEMENT shall be in Hillsborough County, Florida.
- 10.6 The foregoing constitutes the entire AGREEMENT between the parties with respect to the subject matter contained herein. There are no other understandings, agreements, or representations expressed or implied, respecting this AGREEMENT.
- 10.7 The provisions of Sections 2.4, 2.5, 2.6, 2.9, 8.4, 8.5 and all the provisions of Section 10 of this AGREEMENT shall survive the expiration or termination of this AGREEMENT.
- 10.8 No change, waiver or discharge hereof of the provisions in this AGREEMENT shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of any other provision or breach.
- 10.9 The representative of the TCRC whose signature appears below, affirms that he or she has read and is familiar with the information in this AGREEMENT and possesses the authority to execute this AGREEMENT on behalf of the TCRC, and obligates the TCRC to the conditions set forth herein.
- 10.10 TCRC shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

TCRC shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

[Signature continue on Following Pages]BALANCE OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

Signed and sealed in the presence of:
(Two Witnesses Required)

TCRC:

Sign Steve Sciuga

TRIPLE CREEK RC, INC., a Florida non-profit corporation

Print Name STEVE SCIUGA

By: Eugene D. Garand

Sign Gregory Stump

Print Name: EUGENE D. GARAND

Print Name GREGORY STUMP

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

This instrument was ACKNOWLEDGED before me this 20th day of January, 2016, by Eugene Garand, as President of TCRC, he/she is personally known to me or has produced _____ as identification.

Melissa Sciuga
Notary Public, State of Florida
Melissa Sciuga

Name of Notary Printed, Stamped or Typed

Notary Seal



[Signature continue on Following Pages]

BALANCE OF PAGE LEFT BLANK INTENTIONALLY

ATTEST: Pat Frank
Clerk of the Circuit Court



By: *Diana A. Lee*
Deputy Clerk

BOCC Document No. 16-0103

Approved as to form and legal sufficiency

By: *[Signature]*
Assistant County Attorney

COUNTY:

**HILLSBOROUGH COUNTY, A
POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

BY: *[Signature]*
Chairman (or Vice Chairman)

Print name Lesley "Les" Miller, Jr., Chairman



Legend

-  Triple Creek Acquisition of Convenience
 -  Lease Area
 -  Access Road
 -  Triple Creek ELAPP
- 

Project #
Newsome High School Lease
Triple Creek ELAPP\FCT
Folio Number 088497.0100
Section 6, Township 31, Range 21
BOCC Approval Date 6/4/2014
Joshua Bellotti, Interim Director
Real Estate and Facilities Services Department

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") entered into this 4th day of June, 2014, by and between **Hillsborough County**, a political subdivision of the State of Florida, with a mailing address of P.O. Box 1110, Tampa, Florida 33601 (hereinafter referred to as "Lessor"), and **The School Board of Hillsborough County, Florida**, a body corporate, with a mailing address of 901 E. Kennedy Boulevard, Tampa, Florida 33602 (hereinafter referred to as "Lessee").

WHEREAS, Lessor, under the control of the Department of Parks, Recreation and Conservation, owns a parcel of land containing approximately eleven (11) Acres located in the eastern portion of Folio Number 088497.0100 in Section 6, Township 31, Range 21, with a physical address of 12705 Balm Boyette Road, Riverview, Florida 33579 (the "Premises"), as shown **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Lessee is a public school district organized in the State of Florida, County of Hillsborough, with a mission to "provide an education that enables each student to excel as a successful and responsible citizen and a vision to become the nation's leader in developing successful students"; and

WHEREAS, Lessee has request to use Premises for its agricultural and other educational programs and uses incidental thereto, including the ability to construct certain improvements on the Premises, and Lessor does hereby agree to lease the Premises to Lessee as provided for in this Lease, as the performance of in-kind management and maintenance services by Lessee will provide a substantial benefit to Lessor and the public; and

WHEREAS, Section 125.38, Florida Statutes, authorizes counties to lease real property to not-for-profit organizations which serve the community interest and welfare, for such price as the board of county commissioners may approve, whether nominal or otherwise, provided that said board is satisfied that the property is required for such use and is not needed for county purposes; and

WHEREAS, the Board of County Commissioners of Hillsborough County has determined that the subject Premises is not needed at this time for other Hillsborough County purposes and the Premises is required for the educational purpose engaged in by Lessee; and

WHEREAS, the Lease will be administered for Lessor by the Director of the Hillsborough County Parks, Recreation and Conservation Department (hereinafter the

“Director”) or his/her designee and is subject to the following conditions, each of which Lessee covenants and agrees to keep and observe; and

WHEREAS, Lessor has acquired the property with funding from the Florida Communities Trust (FCT), and the property is subject to certain limitations provided in the FCT Grant Award Agreement a/k/a the Declaration of Restrictive Covenants, as recorded in OR Book 11982, Page 1081 in Hillsborough County (the “Agreement”); and

WHEREAS, as part and condition of the FCT funding, Lessor has provided and FCT has approved a Management Plan for the project site, and together with the Agreement, the terms of which are hereby incorporated into this Lease by reference, and a true and correct copy of which has been provided to Lessee; and

WHEREAS, Lessor intends that the historic and natural resources, and recreational values of the property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time after review and approval by FCT; and

WHEREAS, the parties agree that all activities conducted on the Premises shall be consistent with this Lease, the Agreement, the Management Plan, and the Cattle Grazing Management Plan described below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the recitals set forth above which are true and correct and are incorporated herein by reference, and the provision of in-kind management and maintenance services by Lessee as described herein, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES:** Lessor does hereby lease and let to Lessee, and Lessee does hereby hire and take from Lessor, that certain parcel of real property situate, lying and being in the County of Hillsborough and the State of Florida, as described in Exhibit “A”.
2. **CONSIDERATION:** In lieu of the payment of monetary rent for the Premises, Lessee shall provide in-kind management and maintenance services within the Premises in accordance with the Cattle Grazing Management Plan provided in Exhibit “B”.
3. **TERM:**

(a) The initial term of this Lease shall be for a period of five (5) years commencing on the date first set forth above (the “Effective Date”), which is the date this Lease was approved by the Hillsborough County Board of County Commissioners, and expiring on the last day of the month of the fifth anniversary of the Effective Date.

Provided that Lessee is not in default under any of the terms hereof past any applicable cure period, in the sole and reasonable judgment of Lessor, and provided further that Lessor does not require use of the Premises for other County purposes, this Lease shall automatically renew on a year-to-year basis subject to the same terms and conditions as provided herein, unless either

party terminates this Lease by providing written notice to the other party not less than ninety (90) days prior to the expiration of the then-current term.

(b) This Lease may be terminated by either party for any reason at anytime by giving the other party not less than ninety (90) days prior written notice of intent to terminate this Lease.

4. **PURPOSE AND USE:**

(a) Lessee shall use the Premises solely for grazing livestock in conjunction with Lessee's agricultural programs and uses incidental thereto (the "Permitted Use") in accordance with the Cattle Grazing Management Plan and for no other use or purpose without Director's prior written consent. No other activities and no commercial enterprise of any kind or nature shall be undertaken without written approval first being obtained from the Director. In connection with Lessee's use of the Premises pursuant to this Lease, Lessee shall neither restrict Lessor's ingress and egress nor otherwise interfere with Lessor's use of the contiguous land currently utilized as a county park. Lessee will not store personal property, vehicles, equipment, materials, or supplies on the Premises that are not directly associated with the Permitted Use.

(b) In connection with its use of the Premises, Lessee shall at all times comply with all laws, governmental regulations and ordinances of Hillsborough County and any other governmental authority, and Lessee shall not suffer or permit said Premises or any part thereof to be used for any purpose not expressly allowed herein. In addition, Lessee shall comply with all laws of the State of Florida and the United States of America in connection with its use and occupancy of said Premises.

(c) Lessee shall, at its sole cost and expense, provide appropriate security for the Premises.

5. **IMPROVEMENTS:** Except as provided herein or elsewhere in this Lease, Lessee shall make no permanent improvements of any nature, whether alterations or new construction, without the prior written approval of the Director, during the term of this Lease. Any such approval shall not relieve Lessee of having to obtain the necessary building permits as are required by Hillsborough County building codes, and under no circumstance will any work take place on the Premises without such permits. Any new structures, improvements, or items of any kind or nature permanently attached to the land during the term of this Lease by the efforts of Lessee shall be removed by Lessee upon the termination or expiration of the Lease. If requested by Lessee and approved by Lessor, specified improvements to the Premises may remain in place upon the termination or expiration of the Lease, at which time said personal property said become the property of Lessor.

Lessee is required install, improve, or repair the existing fencing to bring it in compliance with the Cattle Grazing Management Plan. Lessee acknowledges and affirms that there is currently no source of water on the Premises and that Lessee, at the sole option and expense, may install a well, windmill, or potable water utility connection to provide a source of water. If Lessee elects to install a source of water, the location will require the approval of Lessor, which approval will not be unreasonably withheld, conditioned, or delayed.

6. **CONSTRUCTION REQUIREMENTS:** In connection with the construction of Lessee's improvements and any other facilities permitted by Lessor on the Premises in accordance with this Lease, Lessee shall:

(a) Comply with all applicable laws, rules and regulations, including without limitation all applicable land use, zoning and building codes;

(b) Require any contractor hired by Lessee for the construction of Lessee's improvements to provide a payment and performance bond in accordance with Section 255.05, Florida Statutes;

(c) Provide or cause its contractor to provide Lessor with such safety measures as Lessor's Insurance and Claims Division may require prior to initiating any construction activities on the Premises; and

(d) Repair, at Lessee's sole cost and expense, any damage caused by Lessee's construction activities to any existing improvements located on the Premises.

7. **INSURANCE:** During the term of this Lease, Lessee shall provide, pay for, and maintain commercial general liability insurance, including premises/operations, contractual and independent contractor's coverage, in connection with Lessee's use of the Premises. The limits of such insurance shall be not less than \$1,000,000 each occurrence and aggregate covering bodily injury, death and property damage. Such insurance shall be from responsible companies eligible to write business in the State of Florida and acceptable to Lessor. The policy shall provide that Lessor is covered as an additional named insured for the operations of Lessee under the Lease, and also shall contain a severability of interest and waiver of subrogation provision. The insurance coverage and limits required must be evidenced by a properly executed certificate of insurance on forms which are acceptable to Lessor. The insurance coverages required herein are to be primary to any insurance carried by Lessor or any self-insurance program of Lessor. Said insurance policies shall provide thirty (30) days prior written notice in the event of any proposed termination or change in insurance.

8. **ASSIGNMENT; SUBLEASE:** Lessee shall not assign or transfer the whole or any part of this Lease or any interest herein, nor sublease the whole or any part of the Premises, without the prior written consent of the Director, which consent may be withheld or conditioned at the Director's or Lessor's sole and absolute discretion.

9. **MAINTENANCE AND REPAIRS:** During the term of this Lease, Lessee shall keep in good state of repair all improvements constructed, placed or existing upon the Premises. Lessee shall not suffer or permit neglect of any improvements currently or hereafter located on the Premises to be committed, and Lessee will repair and replace such as often as may be necessary in order to keep the improvements and land in a clean and sanitary condition, free and clear from rubbish, garbage and other waste, and in full compliance with all applicable codes and regulations. In the event conditions result in a substantial accumulation of cattle manure, Lessor may request Lessee to remove the manure from the Premises and this removal shall be completed by Lessee within thirty (30) days of the notification.

10. **CHEMICAL USAGE:** Lessee shall maintain all licenses, permits or authorizations necessary or required in connection with Lessee's use of the Premises, including those pertaining to the use, storage, distribution and disposal of pesticides, herbicides, fertilizers and other chemicals. Lessee will not store or mix any pesticides, herbicides, or other potentially hazardous chemicals on the Premises. Lessee shall handle, distribute, apply, and dispose of all pesticides, herbicides, fertilizers and other chemicals in accordance with all federal, state and local regulations, and in strict accordance with the manufacturer's instructions. Lessee shall be fully and solely responsible for satisfying any reporting requirements imposed by regulatory authorities relative to the use of such chemicals.

11. **UTILITIES:** Lessee shall be responsible for the installation of any utilities and utility facilities required for Lessee's use of the Premises, and the payment of monthly bills for any water, lighting, electricity, or other utilities provided to and/or consumed at or about the Premises.

12. **TAXES:** Lessee shall pay all ad valorem taxes, special assessments, and other taxes of any sort and nature, which may be levied or assessed on the Premises as a result of this Lease or Lessee's activities thereon and any improvements made during the term of this Lease. Lessee further agrees to pay all license fees, taxes, or other charges levied by governmental authorities on its business/program, lease rights, or the Premises.

13. **CONDEMNATION:** If during the term of this Lease or any renewal thereof, the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose leased, as determined by Lessee in its sole and reasonable discretion, is condemned by public authority for public use, then, in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority. Lessor shall be entitled to the entire award for such taking except for any statutory claim of Lessee for injury, damage or destruction of Lessee's program or improvements accomplished by such taking. Nothing contained herein shall be deemed to prevent Lessee from filing a separate claim and retaining any and all awards claimed. If a portion of the Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the Premises unusable for the purposes leased, this Lease will not be terminated but shall continue. In such case, the non-monetary consideration for this Lease shall be equitably and fairly reduced or abated for the remainder of the term, as determined through the mutual agreement of the parties.

14. **CASUALTY:** During the term of this Lease, if the Premises or any portion thereof is damaged by fire or other casualty, then Lessee shall be responsible for repairing and restoring all improvements placed or constructed on the Premises by Lessee, at Lessee's sole cost and expense. All repairs to the Premises shall be performed promptly and in a good and workmanlike manner. Lessee shall also be solely responsible for the replacement and repair of any personal property or equipment owned by Lessee and located on the Premises.

15. **CONDITION OF PREMISES:** Lessee agrees that it has examined the Premises and that Lessee is satisfied with the suitability of the Premises for Lessee's purposes, that Lessee is prepared to accept the Premises "as is", and that no representations as to value, additional

improvements, and/or condition of the Premises have been made by or on behalf of Lessor.

16. **NO WARRANTIES, GUARANTEES, COVENANTS:** Lessor makes no warranty, guarantee, or covenant of any nature whatsoever, including but not limited to covenants of quiet enjoyment, title or averment of any nature whatsoever concerning the condition of the Premises, including the physical condition thereof, or any condition which may affect the Premises, and it is agreed that Lessor will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any such condition or conditions.

17. **INSPECTION OF PROPERTY:** Lessor shall have the right at all reasonable times and hours to enter upon the Premises to inspect and examine the same to determine whether the covenants and conditions of this Lease are being carried out and performed by Lessee.

18. **MAINTENANCE OF RECORDS:** Lessee shall keep and maintain adequate records and supporting documentation of its operations on the Premises for a minimum of five (5) years following the expiration of this Lease or earlier termination. Lessor and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as Lessor deems necessary during the term of this Lease. The five (5) year time period will be extended until audit findings are issued if an audit is initiated during the five (5) year period. Such activity shall be conducted only during normal business hours.

19. **EVENTS OF DEFAULT:** Lessee shall be in default under this Lease if any one or more of the following events (hereinafter "Events of Default") occur:

(a) Lessee shall fail to perform the in-kind services in accordance with Section 2 of this Lease within thirty (30) days after written notice from Lessor or the Director;

(b) Lessee shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by Lessee under this Lease within thirty (30) days after written notice from Lessor or Director, or such additional time as shall be necessary in the event such violation cannot be cured within the thirty (30) day period, provided that Lessee commences to cure such violation within the thirty (30) day period and proceeds continuously and diligently thereafter to complete such cure, and provided further that in any event such violation is cured in no more than sixty (60) days after Lessor's notice;

(c) Lessee shall assign, transfer, mortgage or encumber this Lease or sublet the Premises without prior written consent from Lessor;

(d) Lessee shall violate any federal, state, or local law pertaining to this Lease and such violation is not cured within thirty (30) days after Lessee is notified or is made aware of such violation;

(e) Lessee shall make any general assignment for the benefit of creditors, shall be adjudicated as bankrupt, whether voluntary or involuntary, or shall have a receiver appointed for its property, or shall permit any judgment lien or other lien to attach to the Premises;

(f) Lessee shall fail to maintain the insurance required by this Lease and such failure continues for a period of thirty (30) days after notification from the insurer and/or Lessor;

(g) Lessee shall fail to maintain itself as a body corporate or the equivalent of same;

(h) Lessee shall fail to continuously use the Premises on a regular basis for the permitted use, unless such use by Lessee is disturbed by reason of war, strikes, riots, civil unrest, hurricanes, or other natural disasters or events typically described as "Acts of God."

20. EFFECTS OF DEFAULT:

(a) If at any time an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period set forth in Section 19 of this Lease, it shall be lawful for Lessor, upon election, to declare the Lease term ended and to re-enter upon the Premises, either with or without process of law, Lessee waiving any demand for possession of such Premises and any and all improvements then permanently situated thereon, or Lessor may have such other remedy as the law or this instrument may afford.

(b) Upon the termination of this Lease, whether upon the election of Lessor or in any other way, Lessee shall immediately surrender and deliver up the Premises peaceably to Lessor, and shall remove any and all improvements, structures and personal property placed on the Premises by Lessee at Lessee's sole cost and expense. Any damage which may occur to the Premises due to Lessee's removal of its equipment and/or personal property shall be repaired by Lessee at its expense and to Lessor's satisfaction.

(c) Nothing contained herein shall be construed as precluding Lessor from having such remedy as may be and become necessary in order to preserve Lessor's rights on the Premises and in this Lease, even before the expiration of any grace or notice periods provided for in this Lease if, under particular circumstances then existing, the allowance of such grace period or the giving of such notice would prejudice or endanger the rights and estate of Lessor in this Lease and the Premises.

(d) Lessor shall have a lien on all property of Lessee located in or on the Premises as security for the faithful performance of all terms and conditions contained in this Lease, and for any damages to the Premises or the imposition of any liens against the Premises caused by Lessee.

(e) Under no circumstances shall Lessee be entitled to compensation from Lessor for any permanent improvements made by Lessee to the Premises.

(f) Lessor shall have all other rights and remedies available at law or in equity.

21. DEFAULT AND GRACE PERIODS: All default and grace periods shall be deemed to run concurrently and not consecutively.

22. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23. **HOLD HARMLESS:** In consideration of Ten Dollars (\$10.00) paid by Lessor to Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessee covenants and agrees with Lessor that during the entire term of this Lease, Lessee shall indemnify and hold Lessor harmless from and against any and all claims, debts, demands, suits or actions arising by reason of or in connection with any alleged act or omission of Lessee, or any person claiming under, by or through Lessee, or in any way pertaining to Lessee's use of the Premises, unless and except any such claim shall be based upon the sole negligence or willful misconduct of Lessor or any agent or employee of Lessor.

24. **SUCCESSORS IN INTEREST:** Unless otherwise provided in this Lease, the terms, covenants and conditions herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto, all of whom shall be jointly and severally liable hereunder.

25. **STATEMENT OF ASSURANCE:** During the performance of this Lease, Lessee hereby assures Lessor that Lessee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Lessee does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Lessee's employees or applicants for employment. Lessee understands and agrees that this Lease is conditioned upon the veracity of this Statement of Assurance. Furthermore, Lessee hereby assures the Hillsborough County Board of County Commissioners that Lessee will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable federal and state laws, executive orders and regulations prohibiting discrimination as described herein are included within this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era veterans and disabled veterans within the protective range of its applicability.

26. **AMERICANS WITH DISABILITIES ACT:** Lessee acknowledges that the Americans with Disabilities Act of 1990, as amended (hereinafter the "ADA"), imposes certain requirements upon the owners, lessees and operators of commercial facilities and places of public accommodation, including without limitation, prohibitions on discrimination against any individual on the basis of disability. Accordingly, but without limiting the generality of and notwithstanding any other provision of this Lease, Lessee agrees to take all proper and necessary action to cause the Premises to be ADA compliant, and assumes all responsibility to ensure the continued compliance of the Premises with all provisions of the ADA throughout the initial term of this Lease and any renewal or extension term hereof.

27. **HOLDING OVER:** In the event Lessee shall holdover and remain in possession of the Premises after the expiration of this Lease without any written renewal hereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall create a tenancy from month to month which may be terminated at any time by Lessor.

28. **SURRENDER:** Upon expiration of the Lease term or any extensions thereof, or early termination of the Lease as provided herein, Lessee will peaceably and quietly deliver possession of the Premises to Lessor and remove any and all improvements, structures and personal property placed on the Premises by Lessee at Lessee's sole cost and expense. Any damage which may occur to the Premises or any land owned by Lessor adjacent thereto due to Lessee's removal of its equipment and/or personal property shall be repaired by Lessee at its sole cost and expense and to Lessor's satisfaction.

29. **PROHIBITION AGAINST ENCUMBRANCES:**

(a) Lessee shall defend and hold harmless Lessor from any claim or demand, including attorneys' fees, on the part of any person, firm or corporation performing labor or furnishing materials in connection with the construction of any improvements on the Premises; and

(b) Lessee shall not engage in any financing or any other transaction creating any mortgages, mechanic's or materialman's liens, or any other encumbrances, liens or claims of any kind upon Lessor's fee interest in the Premises or any other land owned by Lessor; and

(c) It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of Lessee on any improvements on the Premises shall look only to Lessee for any payment, and that no lien or claim shall be allowed to attach to Lessor's fee interest in the Premises. In the event that Lessee shall fail and refuse to pay and discharge any amount of money that may be due for materials furnished or labor performed in connection with the construction of improvements on the Premises, and such default shall have continued for a period of thirty (30) days after Lessor shall have given Lessee notice of such default, Lessor may, at its option, declare this Lease terminated; provided, however, Lessee shall have the right during said thirty (30) day period, in accordance with Florida Statutes, to post a surety bond with the Clerk of the Circuit Court in and for Hillsborough County, Florida, and have any such lien transferred to said bond, and said action by Lessee shall cure the default and Lessor shall have no right of termination. Upon the termination of the Lease by reason of such default, all permanently attached improvements and other structures placed upon the Premises by Lessee shall be and become the property of Lessor, and Lessee shall have no further right, title or interest therein, and Lessor shall have the full right, power and authority to enter upon the Premises and take possession of same and all improvements or other structures thereon. If the Lease is terminated pursuant to this Section 29, Lessee shall not be entitled to compensation for any structures or improvements which it has placed on the Premises.

30. **TIME IS OF THE ESSENCE:** As to the performance by Lessee of the requirements, conditions and covenants of this Lease, time is of the essence.

31. **GOVERNING LAW:** This Lease shall be interpreted and construed under the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

32. **NOTICES:** All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand-delivered, or deposited in the U.S. mail, postage paid and addressed as follows:

LESSOR:

Mailing Address:

Hillsborough County Parks, Recreation and Conservation Department

P. O. Box 1110

Tampa, FL 33601

Attention: Director

Physical Address:

Hillsborough County Parks, Recreation and Conservation Department

601 E. Kennedy Blvd. - 23rd Floor

Tampa, FL 33602

Attention: Director

WITH COPIES TO:

Mailing Address:

Hillsborough County Real Estate and Facilities Services Department

P. O. Box 1110

Tampa, FL 33601

Attention: Director

Physical Address:

Hillsborough County Real Estate and Facilities Services Department

601 E. Kennedy Blvd. - 23rd Floor

Tampa, FL 33602

Attention: Director

LESSEE:

The School Board of Hillsborough County, Florida

901 E. Kennedy Blvd.

Tampa, Florida 33602

Attention: Chief Facilities Officer

33. **WAIVERS:** In the event that Lessor at any time shall waive any default by Lessee of any of the covenants and conditions of this Lease, then such waiver shall not be construed to be a continuing waiver of such default and shall not be construed as a waiver of any subsequent default that may be committed by Lessee.

34. **HEADINGS:** The headings used for the Sections of this Lease are for ease of reference only and are not to be construed as adding to or detracting from the meaning contained therein.

35. **INJURIES AND LOSS:** Lessor shall not be liable for any injury or damage to persons or property caused by or resulting from steam, electricity, gas, water, or from any injury or damage resulting or arising from any other cause or happening whatsoever not due to the sole negligence of Lessor, its agents, servants, or employees.

36. **SIGNS:** No signs may be placed on or about the Premises without the prior written consent of Lessor or the Director, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee agrees to comply with any applicable sign ordinance(s) and to obtain any applicable sign permit(s).

37. **NO RECORDATION:** Neither this Lease nor any notice of it shall be recorded in any public records without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion.

38. **SURVIVABILITY:** Any term, condition or obligation which requires performance by either party subsequent to the termination of this Lease shall remain enforceable against such party subsequent to termination, including but not limited to Lessee's obligations to hold harmless and indemnify Lessor.

39. **AUTHORITY:** The person(s) executing this Lease on behalf of each party warrant that they have authority to so execute this Lease and to bind the party on whose behalf they are signing. If Lessee is a corporation or partnership, the person executing this Lease on behalf of Lessee represents and warrants that Lessee is duly organized and validly existing; that this Lease has been authorized by all necessary parties; and that this Lease is validly executed by an authorized officer or agent of Lessee and is binding upon and enforceable against Lessee in accordance with its terms.

40. **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between Lessor and Lessee, and it shall not be amended, altered, or changed except by a written amendment to the Lease executed by the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed as of the date first above written, by their respective officers or agents thereunto duly authorized.



ATTEST: Pat Frank
Clerk of the Circuit Court

By: Mildred K. Dixon
Deputy Clerk

Print Name: Mildred K. Dixon

Approved as to Legal Sufficiency

By: Susan J. Fernandez
Susan J. Fernandez
Chief Assistant County Attorney

LESSOR:

HILLSBOROUGH COUNTY, a political subdivision of the State of Florida

By: Mark Sharpe
Chairman, Board of County Commissioners

Print Name: Mark Sharpe

BOCC Doc No.: 14-0466

Signed and Sealed in the Presence of
(Two Witnesses Required)

LESSEE:

**The School Board of Hillsborough County,
Florida, a body corporate**

Maryellen Elia

By: Carol W. Kurdell

Print Name: MARYELLEN ELIA

Print Name: CAROL W. KURDELL

Valerie Pennypacker
Print Name: Valerie Pennypacker

Title: SCHOOL BOARD CHAIR

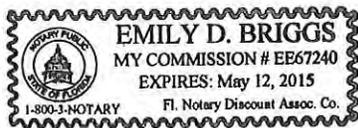
**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 13th day of May 2014,
by Carol W. Kurdell, of Hillsborough County School District, a body
corporate. He/she is personally known to me or has produced _____
as identification.

Emily D. Briggs

Notary Public, State of Florida
Emily D. Briggs

Name of Notary Printed, Stamped or Typed.



Notary Seal:

Reviewed and Approved by
Florida Communities Trust:

Rick Mercer, Director
Office of Operations / Land and Recreation

Exhibit "A"
Premises – Legal Description

The eastern 11 acres (more or less) within the following legal description bounded on the south by the right of way for the future extension of Big Bend Road, on the east by Balm Boyette Road, on the north by the fence lying southerly to the unpaved entry road and on the west by a diagonal hedge row of bushes and trees within the following legal description

That part of the Southwest quarter of Section 6, Township 31 South, Range 21 East, Hillsborough County, Florida, lying Easterly of the centerline of Bell Creek LESS the Southerly 100.00 feet thereof, TOGETHER WITH the Southeast quarter of Section 6, lying Northwest of the centerline of Balm-Boyette Road, LESS the Southerly 100.00 feet thereof, TOGETHER WITH the Southerly quarter of the Northwest quarter of Section 6, Township 31 South, Range 21 East, lying Easterly of the centerline of Bell Creek, TOGETHER WITH the Southwest quarter of Section 5, Township 31 South, Range 21 East, lying Northwesterly and Westerly of the centerline of Balm-Boyette Road, LESS AND EXCEPT the following described property

Begin at the West quarter corner of Section 5, Township 31 South, Range 21 East, Hillsborough County, Florida and run N89°56'40"E, along the East-West centerline of Section 5, a distance of 1339.03 feet to the centerline of Balm-Boyette Road, thence S01°12'32"W, 227.03 feet, thence S38°56'49"W, 1979.77 feet, thence departing the centerline of Balm-Boyette Road S88°32'53"W, 1725.08 feet, thence N01°06'11"W, 759.83 feet, thence N89°44'16"W, 329.17 feet, thence N00°05'00"W, 1056.98 feet to the East-West centerline of Section 6, thence S89°44'16"E, 1980.12 feet along said East-West centerline to the POINT OF BEGINNING.

All lying within Hillsborough County, Florida

[End of Legal Description]

Sketch provided in Exhibit A-2

Exhibit A-2

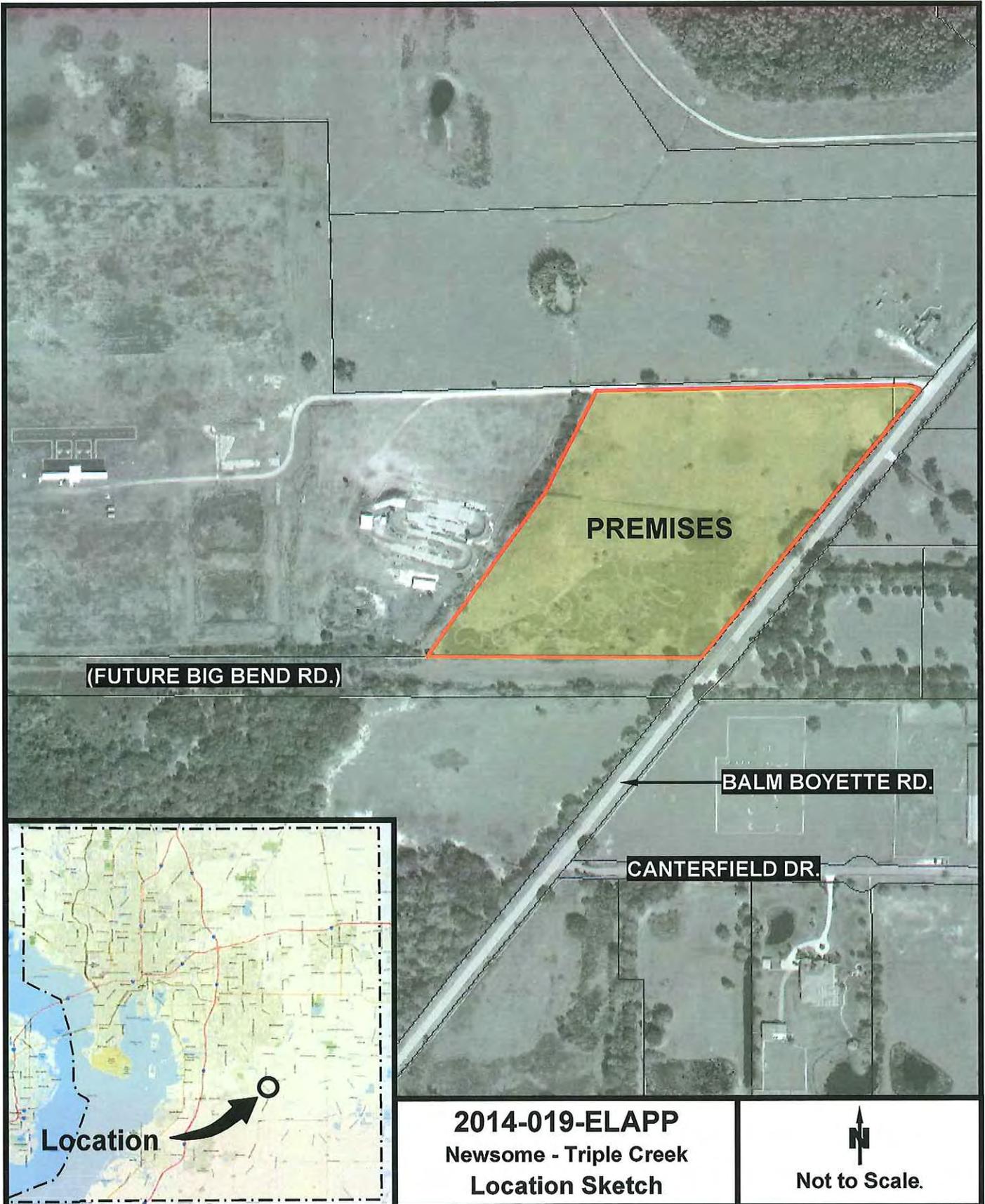


EXHIBIT "B"

CATTLE GRAZING MANAGEMENT PLAN

1. **STOCKING RATE:** An animal unit (AU) is one (1) cow with or without one (1) unweaned calf. A mature bull is 1.35 (AU). The maximum stocking rate for the Premises is 1 AU/2 acres in areas used for active grazing. The LESSEE may stock any number of animal units below the maximum stocking rate stated. The stocking rate may be increased upon favorable evaluation and written approval by the LESSOR. Stocking rate should be reported annually in the annual report below (see 16).
2. **FENCING AND IMPROVEMENTS:**
 - (a) The LESSEE and associates will maintain all fences, gates and locks in good condition during the term of this Lease. In the event an existing fence on the Premises is damaged or inadequate, the LESSEE will take immediate action to repair it. The LESSOR may provide materials for exterior fencing, but in so doing, it is understood that material belongs to the LESSOR.
 - (b) The LESSEE must obtain the LESSOR's prior written approval before constructing any additional interior fences upon the Premises. Interior fencing installed by the LESSEE may become the LESSEE's property at the conclusion of the Lease and must be removed.
 - (c) The LESSEE will maintain in good repair, any existing improvements upon the Premises (e.g. working pens, troughs, sheds, and other structures) or any improvements that may be placed upon the Premises during the term of this Lease. Unless otherwise provided herein, the LESSEE may not make improvements to the Premises without the prior written approval of the LESSOR.
3. **IDENTIFICATION:** All cattle must bear identification (e.g., ear tags, tattoos, brands, etc.), readily traceable to the LESSEE before their release on the Premises. Calves should be marked within six months of birth. Information concerning identification should be given to the LESSOR by the LESSEE in writing prior to releasing any animals on the Premises.
4. **PUBLIC USE:** The LESSOR reserves the right to use the Premises, in whole or part, in conjunction with the management of adjoining preserve lands. The LESSOR has identified the use of the Premises as grazing land as an interim restoration use to control exotics, but public access is permitted.
5. **GENERAL OPERATIONS AND MANAGEMENT:** The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation, and other environmental impacts to the Premises. Such measures will include but are not limited to the following:
 - (a) LESSEE will conduct all activities in accordance with all applicable rules and

regulations. LESSEE further agrees, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), established by the Florida Department of Agriculture and Consumer Services, Office of Agriculture Water Policy (FDACS-OAWP). The FDACS-OAWP Water Quality/Quantity Best Management Practices Manual is available at:

http://www.floridaagwaterpolicy.com/PDF/Bmps/Bmp_FloridaCowCalf2008.pdf

Prior to conducting activities on the Premises, LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-OAWP forms and submitting them to FDACS-OAWP, with copies to the County:

- Water Quality/Quantity Best Management Practices Manual Registration Form
- Notice of intent to Implement Water Quality BMPs for Cow/Calf Operations

(b) The LESSOR desires to control or eradicate exotic plants within the Premises. The LESSOR and LESSEE will conduct an inspection of the Premises within one year following execution of this Lease to determine the level of exotic infestation. The LESSOR will provide documentation of the exotic infestation on the Premises to the LESSEE in writing. The LESSOR, at its discretion, may conduct an initial herbicide treatment of the PROPERTY to reduce the exotic infestation to a level that can be subsequently controlled through semiannual herbicide treatment or manual removal. Following the initial treatment for exotics by the LESSOR, if any, the LESSEE will assume responsibility for controlling exotics on the Premises. If LESSOR chooses not to conduct an initial treatment, LESSOR will arrange with the LESSEE for the LESSEE to administer treatment within one (1) year of execution of this Lease. Upon agreement by the LESSOR and LESSEE that the exotic infestation is controllable, the LESSEE will be responsible for monitoring the presence of exotics on the Premises, and will conduct maintenance activities acceptable to the LESSOR (e.g. manual removal, reporting locations or spraying with herbicide), to minimize and limit the spread of exotics onto the PROPERTY.

6. QUARANTINE: The LESSEE must quarantine all cattle for seven (7) days prior to releasing them on the Premises. The LESSEE will ensure that all cattle are free of exotic seed prior to releasing them on the Premises. Please see attached map for location of quarantine areas.
7. HAYING, DISKING, HARVESTING: Haying and/or disking for planting of crops and sod harvesting are not allowed on the Premises.
8. WORKS OF THE COUNTY: The LESSOR reserves the right to enter upon the PROPERTY, at such times and places as the LESSOR may deem necessary, for the purposes of inspection of the Premises, constructing roads and other projects, constructing canals or ditches, and for any matter pertaining to water management or land management activities. The LESSOR will be identified in marked vehicles, have ID

badge on person, and/or wear county uniform.

9. ACCESS, PERSONNEL AND VEHICLES: Only personnel and vehicles utilized or authorized by the LESSEE for use in its cattle grazing operation are allowed on the Premises. LESSOR may ask LESSEE or authorized agents for identification. A map identifying the location of valid access points to the Premises is attached hereto. In addition, if LESSEE wishes to provide personal locks for the gates, one single type, clearly identified, will be acceptable.
10. PROTECTION: The LESSEE will regularly inspect the Premises for the purpose of detecting wildfires, trespasses, vandalism, etc. on the Premises. Such inspections may include inspecting for downed or damaged fences, open gates and cattle that have strayed from the Premises. LESSEE must immediately notify the appropriate governmental agencies (listed below) upon the discovery of any wildfire, trespass, or vandalism. LESSEE is responsible for repairing damaged fences, and taking appropriate measures to immediately return stray cattle to the Premises. LESSOR has the option of providing the LESSEE with land for a security residence. Such a residence will be located at the area specified on the attached aerial of the Premises.

Governmental Contacts:

1. For vandalism, trespasses:--Hillsborough County Conservation Services Office (813) 672-7876.
2. Wildfires – Florida Forest Service, Lakeland District (863-648-3160) or Hillsborough County Conservation Services Office (M-F, 8AM – 5PM).

Lessee Contacts:

LESSEE must provide valid cell phone, business and email addresses to facilitate communication.

11. PROTECTION OF LISTED SPECIES: During the term of this Lease, the presence on the Premises of Species listed as Endangered, Threatened, or of Special Concern by the United States Fish and Wildlife Service (USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FFWCC) may require certain actions to ensure protection of these listed species. The LESSEE agrees to coordinate and cooperate with the LESSOR during consultations with the USFWS and/or FFWCC to determine the actions necessary to ensure protection of these listed species. The LESSEE agrees to abide by all protective requirements stipulated by the USFWS and/or FFWCC.
12. HISTORIC PRESERVATION: The LESSEE shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the LESSEE shall immediately notify the LESSOR and protect the site and the material from further disturbance until the LESSOR gives clearance to proceed.
13. PROTECTION OF NATURAL RESOURCES: The LESSEE agrees, with respect to

general maintenance of the land and wildlife, that the LESSEE will implement and carry on a program of stewardship to promote and maintain said wildlife and land. The LESSEE shall at all times:

- (a) maintain the Premises in good condition and free from washes, gullies, and other erosion which is detrimental to the Premises;
- (b) cut no timber, conduct no mining operations, excavate no pits, remove no sand, gravel or kindred substances from the Premises;
- (c) place no landscape debris, garbage, refuse, or junk on the Premises;
- (d) commit no waste of any kind nor in any manner substantially change the contour or condition of the Premises.

14. CHEMICAL USEAGE: LESSEE shall maintain all licenses, permits or authorizations necessary or required in connection with LESSEE's use of the Premises, including those pertaining to the use, storage, distribution and disposal of pesticides, herbicides, fertilizers and other chemicals used in accordance with this Cattle Grazing Management Plan and maintenance of the Premises. LESSEE will not store or mix any pesticides, herbicides, and other potentially hazardous chemicals on the Premises. LESSEE shall handle, distribute, apply, and dispose of all pesticides, herbicides, fertilizers and other chemicals in accordance with all federal, state and local regulations, and in strict accordance with the manufacturer's instructions. LESSEE shall be fully responsible for satisfying any reporting requirements imposed by regulatory authorities relative to the use of such chemicals.

15. ANNUAL REPORT: LESSEE shall provide an annual report to the LESSOR by July 1 of each calendar year. The report shall contain, at a minimum, a summary of the activities conducted on the Premises by the LESSEE during the past 12 months. Photographs are welcome.



EXUM ASSOCIATES, INC.

Appendix 5 – Arthropod Management Plan



CHARLES H. BRONSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD MANAGEMENT PLAN - PUBLIC LANDS

Chapters 388.4111, F.S. and 5E-13.042(4)(b), F.A.C.
Telephone: (850) 922-7011

For use in documenting an Arthropod control plan for lands designated by the State of Florida or any political subdivision thereof as being environmentally sensitive and biologically highly productive therein.

Name of Designated Land:

TRIPLE CREEK NATURE PRESERVE

Is Control Work Necessary:

Yes No

Location:

North of State Highway 672 and west of State Highway 39.

Land Management Agency:

HILLSBOROUGH COUNTY
PARKS, RECREATION AND CONSERVATION DEPARTMENT
CONSERVATION SERVICES SECTIONS

Are Arthropod Surveillance Activities Necessary?

Yes No

If "Yes", please explain:

This area is composed of 870 acres. No description available.

It has recently been surrounded by population due to development, thus impacting a greater number of citizens. Populated areas are commonly referred to as Town and Country in the western part of Hillsborough County.

An area of 242 square feet of swampland can produce over 4 million salt marsh mosquitoes (*Oc.sollicitans* and *Oc.taeniorhynchus*) impacting both the human and wildlife populations of the area.

Which Surveillance Techniques Are Proposed?

Please Check All That Apply:

Landing Rate Counts

Light Traps

Sentinel Chickens

Citizen Complaints

Larval Dips

Other

If "Other", please explain:

Arthropod Species for Which Control is Proposed:

Listing attached - Attachment A

Proposed Larval Control:

Proposed larval monitoring procedure:

Are post treatment counts being obtained: Yes No

Biological Control of Larvae:

Might predacious fish be stocked: Yes No

Other biological controls that might be used:

Material to be Used for Larvaciding Applications:

(Please Check All That Apply:)

Bti

Bs

Methoprene

Non-Petroleum Surface Film

Other, please specify:

Please specify the following for each larvacide:

Chemical or Common name:

Bacillus thuringiensis israelensis - Bti; Commercial Name - VectoBac G

Bacillus sphaericus - Bs; Commercial Name - VectoBac CG

Methoprene (S)-Methoprene (CAS #65733-16-6); Commercial Name - Altosid

Non-Petroleum Surface Film-Poly(oxy-1,2-ethanediyl),a-(C16-20 branched and linear alkyl)-w-hydroxy (100%);
Commercial Name - Agnique MMD

Temephos (0,0'-(thiodi-4, 1-phenylene) 0,0,0',0'-tetramethyl phosphorothioate)/ Commercial Name - Abate 4E

Ground

Aerial

Rate of application:

Bacillus thuringiensis israelensis 2.5 - 20 lbs/ac

Bacillus sphaericus 5 - 20 lbs/ac

Methoprene (S)-Methoprene (CAS #65733-16-6) 1 Ready-to-use water soluble packet per 135 ft²

Poly(oxy-1,2-ethanediy),a-(C16-20 branched and linear alkyl)-w-hydroxy (100%) 1 – 2 gal/ac

Temephos (0,0'-(thiodi-4, 1-phenylene) 0,0,0',0'-tetramethyl phosphorothioate) .5 – 1.5 oz/ac

Method of application:

Bacillus thuringiensis israelensis: Helicopter, ATV, and Backpack Blower

Bacillus sphaericus: Helicopter, ATV, and Backpack Blower

Methoprene (S)-Methoprene (CAS #65733-16-6): ATV and Hand Sprayer

Poly(oxy-1,2-ethanediy),a-(C16-20 branched and linear alkyl)-w-hydroxy (100%): ATV, Hand Sprayer and Backpack Sprayer

Temephos (0,0'-(thiodi-4, 1-phenylene) 0,0,0',0'-tetramethyl phosphorothioate): Truck, ATV, and Backpack Sprayer

Hillsborough County Mosquito & Aquatic Weed Control has always attempted to limit their control measures to those accepted by the environmentally conscious community whenever possible. The use of Bacillus thuringiensis israelensis and Bacillus sphaericus larvicide, a naturally occurring pathogen specific to mosquito larvae is preferred and consistently used in and around these environmentally sensitive areas. The propagation and distribution of Gambusia holbrooki, the native top feeding mosquito fish, into permanent mosquito producing waters is also employed.

During the years of 2003-05, throughout the entire county, Hillsborough County Mosquito and Aquatic Weed Control Unit larvicided an average of 7,958 acres, and adultcided an average of 1,195,025 acres. In 2006, our Unit larvicided 14,773 acres and adultcided 211,252 acres. This represents a decrease of 82% in adultciding and an increase in 85% in larviciding. The bti and bs chosen are mosquito specific.

With this change in practice, increasing data collection, improving data interpretation, integrating surveillance operations and increasing the number of acres larvicided (thus reducing the number of ULV truck adulticide applications), our program eliminated the need of using 5,380 gallons of chemical for adultciding, considerably reducing the risk factor to organisms susceptible to the chemical. Additionally the elimination of mosquitoes while in the aquatic states (egg/larva/pupa) reduces the exposure of humans, animals and wildlife to mosquito bites that can potentially transmit mosquito borne diseases such as West Nile Virus, St. Louis Encephalitis, Eastern Equine encephalitis, Dog Heartworm, Malaria, Yellow Fever, and Dengue Fever. The initial outbreak and subsequent transmission of West Nile Virus was tracked in the wild and migratory bird populations.

This approach to mosquito control integrates enhanced protection of public health with increase environmental responsibility. Targeting mosquitoes in the larval stage eliminates these dangerous pests before they can become a vector for human, animal and wildlife diseases. The use of larvicides, which are non-chemical in nature and target specific, pose no significant negative environmental impact.

All chemicals are applied by state licensed applicators in compliance with label instructions and requirements.

Proposed Adult Mosquito Control:

Aerial adulticiding Yes No

Ground adulticiding Yes No

Please specify the following for each adulticide:

Chemical or common name:

Permethrin -- Biomist 30+30, Permanone Ready To Use (RTU)

Naled -- Dibrom Concentrate

Malathion - Fyfanon ULV

Rate of application:

Permethrin: .09 - .36 oz / ac (.00175 - .007 lb a.i. / ac)

Naled: .5 - 1 oz / ac (.05 - .1 lb a.i. / ac)

Malathion: 7.44 oz / ac

Method of application:

Permethrin Truck and ATV mounted Ultra Low Volume spray system

Naled Helicopter Ultra Low Volume spray system or Fixed wing aircraft high pressure spray system

Malathion Handheld Thermal Fogger

Control of adult mosquito populations, when they cannot be treated in their larval stages, must be considered to remove infected adult females with the potential for disease transmission to humans, animals and wildlife.

Aerial and ground missions for adulticiding are normally scheduled during peak mosquito activity times, based on the species targeted, occurring between 8:00 pm to midnight, and 3:00 am to dawn. Other species may be active during daylight hours, and with support of surveillance information, may require treatment by truck or handheld thermal fogger in nonpopulated areas.

All chemicals are applied by state licensed applicators in compliance with label instructions and requirements.

Proposed Modifications for Public Health Emergency Control: Arthropod control agency may request special exception to this plan during a threat to public or animal health declared by State Health Officer or Commissioner of Agriculture.

Proposed Notification Procedure for Control Activities:

The quick development within the mosquito life cycle and the environmental influences which affect development times limit Mosquito Control's ability to give long advanced notification of control activities. Mosquito Control will give as much advance notice as possible to Parks, Recreation and Conservation Department, Conservation Services Section, or whom they designate, of any adulticiding or larviciding activities on these lands. Adulticiding operations are scheduled in the afternoon just prior to the night's spraying. Notification of this activity must be on a short call basis, but it is very limited in intrusion on Parks, Recreation and Conservation Department, Conservation Services Section, lands. Because mosquito control efforts are not limited to normal work days, but continue throughout the weekend, some form of notification (voice mail or FAX) that is agreeable to both parties can be used. This management plan will serve as notification and agreement for ingress and egress on lands included in this plan exclusively for ground based mosquito control activities including inspection, larviciding and adulticiding.

Records:

Are records being kept in accordance with Chapter 388, F.S.:

Yes No

Records Location: Hillsborough County Mosquito and Aquatic Weed Control, 4220 West Tampa Bay Boulevard, Tampa, Florida 33614

How long are records maintained:
Three (3) years

Vegetation Modification:

What trimming or altering of vegetation to conduct surveillance or treatment is proposed?

None.

Proposed Land Modifications:

Is any land modification, i.e., rotary ditching, proposed:

No

Include proposed operational schedules for water fluctuations:

None

List any periodic restrictions, as applicable, for example peak fish spawning times.

None

Proposed Modification of Aquatic Vegetation:

None

Land Manager Comments:

Arthropod Control Agency Comments:

It is the Hillsborough County Mosquito & Aquatic Weed Control Section's mission to protect the health of Hillsborough County residents by controlling disease transmitting and nuisance mosquitoes utilizing integrated pest management practices designed to reduce mosquito populations while respecting the environment.

The Hillsborough County Mosquito & Aquatic Weed Control Section, with whom this management plan is shared, was established pursuant to Florida Statute §388, to provide suppression of mosquitoes whether disease bearing or merely pestiferous in Hillsborough County. Mosquito control has been and remains an important service providing the residents of Hillsborough County with a healthy environment where outdoor activities can be enjoyed throughout the year.

The following is a list of the Endangered (E) or Threatened (T) species listed by the U.S. Fish & Wildlife Service for Hillsborough County: West Indian (Florida) Manatee (E/CH <critical habitat>), Piping Plover (T), Florida Scrub-jay (T), Wood Stork (E), Red-cockaded Woodpecker (E), Gulf Sturgeon (T), Eastern Indigo Snake (T), Green Sea Turtle (E), Leatherback Sea Turtle (E), Kemp's ridley Sea Turtle (E), Loggerhead Sea Turtle (T), and the Florida Golden Aster (E).

ATTACHMENT A

Species Identified in the State of Florida - Habitat

Aedes

1. *Aedes albopictus*: Domestic containers and water-holding leaf axils.
2. *Aedes aegypti*: Containers, catch basins, tree holds. Often found in shady locations close to houses, or even inside dwellings, in standing water, unused drains, etc.
3. *Aedes atlanticus/tormentor*: Temporary rain pools in heavily wooded areas.
4. *Aedes bahamensis*: Container breeders.
5. *Aedes c. canadensis*: (Northern species). Wooded areas, cranberry bogs, open Sphagnum bogs, meadows or spring-fed pools.

6. *Aedes c. mathesoni*: Early spring pools.
7. *Aedes cinereus*: (Northern species). Found in many different localities from floodwater pools, woodland pools, un-shaded rain filled pools, even marshes.
8. *Aedes dupreei*: Temporary rain pools with debris.
9. *Aedes fulvus pallens*: Temporary rain pools in dense woods (hammocks).
10. *Aedes hendersoni*: Tree holes and tires.
11. *Aedes infirmatus*: Mostly a woodland mosquito, it is a fierce biter even during the daytime in or near woods. It breeds in temporary woodland rain pools and grassy un-shaded pools. The eggs can lay dormant for several years, but when they hatch the larvae develop very rapidly. They are noted as strong fliers, flying dozens of miles from their larval habitat. They can be a serious pest, even entering houses when abundant. They may play a role in the transmission of Eastern Equine Encephalitis and dog heartworm.
12. *Aedes mitchellae*: Unshaded, temporary pools in pinelands or depressions with sparse tufts of grass in pastures.
13. *Aedes sollicitans*: Open grassy temporary pools in salt marshes. May establish breeding in fresh temporary pools inland. They are fierce daytime biters and strong fliers, commonly moving several miles inland. They are capable of transmitting Eastern Equine Encephalitis, St. Louis Encephalitis viruses, and dog heartworm.
14. *Aedes sticticus*: (Northern species). Flood water pools in spring.
15. *Aedes taeniorhynchus*: The "black salt marsh" mosquito prefers well sheltered breeding sites in temporary pools in salt marshes and adjacent upland, capable of long migrations. They are very salt tolerant, but may breed in fresh water. Prefer shady locations. They are persistent and hard biters and major pests during the day and at dusk. They are capable of transmitting Eastern Equine Encephalitis, St. Louis Encephalitis viruses and dog heartworm.
16. *Aedes thelcter*: (Tropical species). In Florida, found only on the Keys, but also in Texas and Oklahoma. On the Keys it breeds in limestone depressions in temporary pools between the salt marsh and the upland hardwoods.

17. *Aedes thibaulti*: Stump holes of cypress and gum trees.
18. *Aedes tortilis*: (Tropical species). Open, temporary, grassy pools.
19. *Aedes triseriatus*: Treeholds, may also be found in artificial containers (wooden), or discarded tires.
20. *Aedes vexans*: Floodwater or rain pools, irrigation seepage water. In citrus groves the eggs are deposited near the base of the trees in the shade. Females feed at dusk, after dark, and in shady areas during the daytime. They have a long flight range and the common host is livestock and humans. This species is an important vector of Eastern Equine Encephalitis and dog heartworm.

Anopheles

21. *Anopheles albimanus*: (Tropical species). Very rare in Florida. Rain pools in sunlit habitats, fresh or brackish water.
22. *Anopheles atropos*: Salt marsh mosquito. Breeds in permanent, often shallow pools with 1-12% salt.
23. *Anopheles barberi*: Rot holes in trees or stumps, and in wooden containers with debris, in or near woods.
24. *Anopheles bradleyi*: Brackish water with dense growth of aquatic plants, especially *Chara* grass.
25. *Anopheles crucians*: Ponds, lakes, swamps with acid water, especially cypress swamps, either permanent or temporary. Prefer partly shaded conditions with aquatic plants. Females bite at night and during the day in the woods. They also enter houses. During cold periods adult females hibernate in protected sites. The vector potential is low for Malaria and encephalitis viruses.
26. *Anopheles diluvialis*: Freshwater swamps, temporary pools resulting from local and regional flooding.
27. *Anopheles georgianus*: Acid water in seepage areas in pastures, or in sluggish swamp streams, pot holes or hood prints.
28. *Anopheles inundatus*: Temporary pools in heavily shaded swamps adjacent to or near rivers that experience seasonal flooding.
29. *Anopheles maverlius*: Wooded drainage ditch adjacent to bald cypress, sweet gum, and birch trees.
30. *Anopheles perplexans*: Limestone springs and along margins of streams from such springs.
31. *Anopheles punctipennis*: Prefer clear, cool water in a variety of sites such as ponds, lakes, springs, borrow pits, roadside puddles. Also found in road ruts, hog wallows and artificial containers such as rain barrels.
32. *Anopheles quadrimaculatus*: Permanent fresh water ponds and swamps with aquatic weeds or debris. Quiet edges with vegetation along springs.
33. *Anopheles smaragdinus*: Permanent water swamps with moderate amounts of emergent vegetation in which the canopy filters sunlight. Found in emergent grass at margins, floating in algal mats, and in floating debris at bases of trees and fallen limbs.

34. *Anopheles walkeri*: freshwater swamps with dense aquatic vegetation (cut grass [Zizaniopsis], cattails [Typha], water hyacinths [Eichhornia], sawgrass [Cladium]).

Coquillettidia

35. *Coquillettidia perturbans*: Permanent lakes and ponds with cattails (Typha), sedges, maiden cane (and other Panicumgrasses) and arrowhead (Sagittaria).

Culex

36. *Culex atratus*: (Tropical species). In Florida, found only on the Keys in brackish pools.
-
37. *Culex bahamensis*: (Tropical species). Temporary rain pools on the Keys. Also founding a brackish cistern.
38. *Culex biscaynensis*: Bromeliad specialist. Found only in Miami-Dade County.
39. *Culex cedecei*: (Tropical/subtropical species). Found in land crab holes, cypress and maple swamps.
40. *Culex erraticus*: Swamps, grassy pools.
41. *Culex iolambdis*: (Tropical species). Brackish water; seems to prefer black mangrove swamps.
42. *Culex mulrennani*: Limestone rock pools in the keys.
43. *Culex nigripalpus*: Will lay in any collection of water from permanent pools to artificial containers. Probably somewhat salt tolerant since sometimes found in rainwater pools in the salt marsh. Prefers fairly clean water with hay infusion. While breeding is continuous, females can hibernate during the colder months. Appears in greatest numbers in summer and early fall. Prefers birds and cattle as hosts, but will feed on humans. It is a carrier of St. Louis Encephalitis, Venezuelan Equine encephalitis virus, West Nile Virus, and dog heart worm, and can be infected with Eastern Equine Encephalitis and Yellow Fever viruses.
44. *Culex peccator*: Grassy ditches and pools, floodwater, occasionally bilge water.
45. *Culex pilosus*: Grassy swales, roadside ditches, temporary rain pools.
46. *Culex quinquefasciatus*: (Tropical and subtropical species). Prefers very foul water such as cesspools, waste water from dairies and food processing plants, heavy oak leaf infusion in natural pools, or artificial containers. In southern Florida, most prevalent in winter and early spring.
47. *Culex restuans*: In southern Florida, a winter and early spring mosquito which prefers slightly fouled water, especially hay infusion.
48. *Culex salinarius*: Found in grassy pools, ditches, marshy places, waste water from citrus processing plants, sometimes in artificial containers and bilge water. Most prevalent in fall, winter and spring.
49. *Culex tarsalis*: (Western species, not abundant in southeaster states). Irrigation water, ditches, seepage areas, grassy pools, un-shaded swamps,

floodwater, artificial containers. Sometimes appear to favor foul water in corrals and around slaughter houses.

50. *Culex territans*: Grassy swamp, open ponds with aquatic vegetation, ditches.

Culiseta

51. *Culiseta inornata*: (Northern species). Pools and ditches, in foul, even brackish water, occasionally in artificial containers. In Florida winder mosquito.
52. *Culiseta melanura*: Pools in swamps or in waqter around base of trees. Seem to prefer dark, acide water in wooded swamps.

Deinocerites

53. *Deinocerities cancer*: Crab holes, especially along salt marshes.
-

Mansonia

54. *Mansonia dyari*: Permanent lakes and ponds; most closely associated with water lettuce (*Pistia*) but also occurs on water hyacinth (*Eichhornia*), pickerel weed (*Pontederia*), and arrowhead (*Sagittaria*).
55. *Mansonia titillans*: (Tropical species). Permanent lakes and ponds; most closely associated with water hyacinth (*Eichhornia*) but also occurs on water lettuce (*Pistia*), pickerel weed (*Pontederia*) and arrowhead (*Sagittaria*).

Orthopodomyia

56. *Orthopodomyia alba*: Treeholes.
57. *Orthopodomyia signifera*: Treeholes.

Psorophora

58. *Psorophora ciliata*: Temporary, grassy rain pools.
59. *Psorophora columbiae*: Temporary, grassy rain pools; occasionally found in ditches along beach roads, but most common inland in pastures, rice fields and citrus groves. Referred to as the "Florida Glades" mosquito, they are a black mosquito, above average in size. Females appear in enormous be a major pest at night up to five miles from the breeding site.
60. *Psorophora cyanescens*: Temporary, freshwater grassy pools.
61. *Psorophora discolor*: Temporary pools, rice fields.
62. *Psorophora ferox*: Temporary rain pools in hammocks; overflow areas along streams. Referred to as the "white footed woodland" mosquito. Can be a nuisance to humans and animals in the woods, day or night.
63. *Psorophora horrida*: Shady, temporary pools.
64. *Psorophora howardii*: Shady or partly shaded rain pools and citrus groves.
65. *Psorophora johnstonii*: (Tropical species). Found in the Keys in temporary, fresh rain pools between salt marsh and hardwood areas.

66. *Psorophora mathesoni*: Flood water.
67. *Psorophora pygmaea*: (Tropical species). Temporary rain pools.

Toxorhynchite

68. *Toxorhynchites rutilus rutilus*: (Southern species). Tree holes, bromeliads, artificial containers, especially tires. Prefers well shaded sites.
69. *Toxorhynchites rutilus septentrionalis*: (Northern species). Tree holes and artificial containers. Prefers shaded sites.

Uranotaenia

70. *Uranotaenia lowii*: Ground pools, grassy ditches, margins of lakes and ponds.
 71. *Uranotaenia sapphirina*: Grounds pools, lakes and ponds with cover of duckweed (Lemna).
-

Wyeomyia

72. *Wyeomyia mitchellii*: Bromeliads, may favor inland locations.
73. *Wyeomyia smithii*: Pitcher plants.
74. *Wyeomyia vanduzeei*: Bromeliads, may favor coastal hammock locations

MOSQUITO TRANSMITTED DISEASES IN FLORIDA

DENGUE

Viruses, called "break-bone fever", is painful, debilitating febrile disease. Dengue hemorrhagic fever-dengue shock syndrome is a group of more severe hemorrhagic symptoms that can lead to death, particularly in children. Vector - *Aedes aegypti* and North American strains of *Ae. albopictus*.

DOG HEARTWORM

Parasite, Young adult parasite penetrates veins to get into the blood stream. Upon reaching the heart, the adult worms mate, discharging tiny motile microfilariae that in turn develop through their larval stages into adult worms, causing blockage and rupture of major blood vessels. Infects dogs, cats and occasionally humans. Vector - *Ae. aegypti*, *Ae. infirmatus*, *Ae. sollicitans*, *Ae. taeniorhynchus*, *Ae. vexans*, *An. quadrimaculatus*, *Cx. nigripalpus*, *Cx. quinquefasciatus*, and *Mansonia titillans*.

EASTERN EQUINE ENCEPHALITIS (EEE)

Virus. Symptoms in humans are mild flu-like illness with fever, headache, sore throat. When serious infection of the central nervous system occurs, a sudden fever and severe headache can be followed quickly by seizures and coma, which often result in death or permanent brain

damage. Symptoms in horses include unsteadiness, erratic behavior and a marked loss of coordination. There is no effective treatment and seizures result in death. Vector - *Ae. infirmatus*, *Ae. sollicitans*, *Ae. taeniorhynchus*, *Ae. vexans*, *An. crucians*, *Cx. nigripalpus*, *Culiseta melanura*.

HIGHLANDS J VIRUS

Alpha virus. Transmitted to songbirds in freshwater swamps. There have been outbreaks reported in penned birds, but symptoms are mild. Rarely seen in humans or horses. Vector - *Culiseta melanura*.

MALARIA

Parasite. Caused by four species of microscopic protozoan parasites. Invade red blood cells and liver. Infects humans. Symptoms include listless weakness, headache, anorexia, nausea, vomiting, fever, and shaking chill. Infections, depending on species, are severe to fatal in infants and young children. Persons may be re-infected. Human cases reported in Gulf County in 1990, and Palm Beach County in 1996 and 2003. Symptoms may persist for many months or year. Vector - genus *Anopheles*. *An. quadrimaculatus* is considered the most important, *An. crucians*.

ST. LOUIS ENCEPHALITIS

Virus. Outbreaks occurred in Florida in 1959, 1961, 1962, 1977 and 1990. The virus is a permanent resident of Florida. Transmission is often greatest during periods when mosquito populations are modest or low. Occurrence and severity in humans are strongly dependent on age, impacting groups in 20 years and younger, and 50 and older. Survivors may suffer long-term residual neurological damage, including paralysis, memory loss or deterioration of fine motor skills. Infects birds and humans. Vector - *An. crucians*, *Ae. sollicitans*, *Ae. taeniorhynchus* and *Cx. nigripalpus*.

WEST NILE VIRUS

Virus. First detected in Florida in 2001. Infects humans, animals and birds. Symptoms include "flu like" symptoms, and swelling of the brain and spinal cord. Most fatal cases occur in elderly patients, over 70 and those with compromised immune systems. Vector - *An. crucians*, *Cx. nigripalpus*.

YELLOW FEVER

Virus. Symptoms include fever, jaundice and often hemorrhaging. Severe cases may cause coma or delirium. Infects humans. Vector - *Ae. aegypti*, *Ae. albopictus*, *Cx. nigripalpus*.



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Appendix 6 - Notes, documents from public meetings