

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 11**

SUBJECT: Ratification of Grant Application Submission to the FY2015 Florida Recreational Trails Program for Improvements at Graham Swamp – Colbert Lane Entrance in the Amount of \$64,665.00.

DATE OF MEETING: May 18, 2015

OVERVIEW/SUMMARY: Staff is seeking ratification of a grant application submission for the FY2015 Florida Recreational Trails Program for improvements at the Graham Swamp – Colbert Lane entrance.

Graham Swamp is Florida mountain biking at its finest. This popular single track consists of a 6.5 mile one-way loop within the Graham Swamp Conservation Area, along the western edge of Colbert Lane just north of State Road 100. The trail system is maintained through a strong volunteer group, Graham Swamp Trail Crew and Flagler County's Parks and Recreation Division. While this site lends itself primarily to mountain bike enthusiasts, it is also enjoyed by day trail hikers, distance and cross-country runners. Due to heavy utilization of this site, collectively with the volunteer group, we have identified several improvements to enhance and improve this site.

Through this grant application, we are proposing the design, permitting and construction of an expanded vehicle parking area (increased by 6,400 sq ft), a 4' x 300' continuous loop pump track, ADA restrooms and miscellaneous site improvements. This project is expected to draw a wide range of age groups from within Flagler County, but to also become a destination for bike enthusiasts as there are currently very few pump tracks in region; the closest being about 80 miles away at the Santos Mountain Biking Trailhead located in the Ocala National Forest.

The total project cost for the scope is \$129,330.00 including \$33,330 of in house labor/equipment is broken down as follows:

Plans/Permitting	\$ 12,500.00
Impact Fees	\$ 10,000.00
Restroom Construction	\$ 84,500.00
Pump Track Construction	\$ 3,060.00
Parking Lot Improvements	\$ 8,810.00
Site Improvements	\$ 10,460.00

For those unfamiliar with pump tracks they are a continuous loop of dirt berms and "rollers" (smooth dirt mounds) that you ride without pedaling. The name "pump track" comes from the pumping motion used by the rider's upper and lower body as they ride around the track. The idea of a pump track is to use this pumping motion to maintain your speed around the track without pedaling. Pump tracks can be ridden by cyclists of all ages and skill levels. You do not need a special kind of bike to ride on a pump track.

FUNDING INFORMATION: This grant requires a local match of fifty percent (50%) of the total project cost (\$64,665.00). If approved, staff is proposing to provide the \$64,665.00 match from Park Impact Fees – Zone 2 (\$7,600), In-Kind Labor (\$33,330) and General Fund (\$23,735). This project has been included in the FY 2015-12016 Proposed Budget.

DEPT./CONTACT/PHONE #: General Services, Heidi Petito, (386) 313-4185

RECOMMENDATIONS: Request the Board ratify the submission of the application to the Florida Recreational Trails Program and authorize the County Administrator to execute all necessary documents for acceptance and implementation of the grant.

ATTACHMENTS:

1. Florida Recreational Trails Program Application – Graham Swamp


Heidi Petito, General Services Director

5-11-15
Date


Craig M. Coffey, County Administrator

11 May 2015
Date

Florida Recreational Trails Program

Year 2015

Grant Application Packet

Florida Department of Environmental Protection
Office of Operations
Land and Recreation Grants

Funding provided through
U.S. Department of Transportation
Federal Highway Administration

Spring 2015

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM – 2015 GRANT APPLICATION PACKAGE**

INTRODUCTION

The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 included the National Recreational Trails Fund Act (NRFTA) established the National Recreational Trails Funding Program. The National Highway System Designation Act of 1995 (NHS Act) amended and revived the NRTFA. The Transportation Equity Act for the 21st Century (TEA-21) established the current Recreational Trails Program (RTP), and codified it in Federal statute (23 U.S.C. 206). In 2005 the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) revised the program, providing the current legislative text. In 2012 the Moving Ahead for Progress in the 21st Century Act (MAP-21) reauthorized funding for the RTP as a set-aside of Transportation Alternatives Program (TAP) funds (extended through May 2015), but did not change the program.

RTP is administered by the Florida Department of Environmental Protection's (DEP) Land and Recreation Grants section within the Office of Operations in coordination with the U.S. Department of Transportation, Federal Highway Administration (FHWA). Grant application proposals are evaluated according to policies and procedures described in **Chapter 62S-2**, Florida Administrative Code (F.A.C.) and Florida Statute § 260.016.

<http://www.dep.state.fl.us/gwt/grants/pdf/2014RTPAdministrativeRule-Chapter%2062S-2FAC.pdf>.

A recreational trail means:

A thoroughfare or track across land or water, used for recreational purposes such as bicycling, hiking/jogging/running or similar activities, equestrian activities, overnight and long distance backpacking, roller skating, in-line skating, non-motorized aquatic or water activities including canoeing and kayaking, and vehicular travel by motorcycle, four-wheel drive or all terrain, off-road vehicles, or dune buggies.

This packet will assist applicants in preparing and presenting the information needed for evaluation of the proposed RTP project.

GENERAL APPLICATION INFORMATION

Project Proposals may address the Following Recreational Trail Interests: Motorized Trails; Nonmotorized Trails (30%); Mixed-Use projects, which facilitate diverse recreational trail use within a recreational trail corridor, trailside, or trailhead, regardless of whether the project is for diverse motorized use, for diverse nonmotorized use, or to accommodate both motorized and nonmotorized recreational trail use (40%).

MAXIMUM GRANT REQUEST AMOUNT

Nonmotorized Single or Diverse Use Trail = \$200,000; or

Motorized Single or Diverse Use Trail = \$500,000.

THE 2015 SUBMISSION CYCLE IS APRIL 15, 2015 – APRIL 30, 2015.

2015 Project Proposals may address the Following Recreational Trail Needs: Construction of new recreational trails (with restrictions for new trails on Federal lands); Maintenance and restoration or renovation of existing recreational trails; Development and rehabilitation of trailside and trailhead facilities and recreational trail linkages including parking, restrooms, access to drinking water, signage, etc. Development projects may also renovate existing trails and facilities in order to provide access for persons with disabilities.

Eligible Applicants: Municipal, county, state or federal governmental agencies, recognized state and federal Indian tribal governments, and organizations registered as active Florida nonprofit corporations, which have an agreement with a governmental agency to develop the land and project.

Note: *Nonprofit corporations must provide documentation from the public landowner or manager stating that they support the project and will abide by compliance requirements.*

- Entities may submit only one application per cycle.
- Applications must involve only one project site.
- A grantee must have sufficient site control for 25 years after completion of the project.
- A grantee with two incomplete RTP projects by the closing date of an application submission cycle shall not be eligible to apply (grantees may have one open project).
- RTP funds shall not be approved for completion of an incomplete RTP project.
- DEP may suspend program eligibility to any applicant or grantee which the Department has an unsettled financial claim related to noncompliance with terms or conditions of an RTP or other DEP outdoor recreation grant.
- Special districts are ineligible for funding pursuant to Chapter 218.21 Florida Statutes, which defines units of local governments as "... a county or municipal government and shall not include any special district as defined in part III."
- School board properties are also ineligible.

Applicants must submit a completed RTP Grant Application (OGT-10 form), available at <http://www.dep.state.fl.us/gwt/grants/>, during the open submission cycle.

Note: If you plan to prepare this document by retyping or downloading it to your computer, the language, format and page numbers used must exactly match this application.

Completed applications must be postmarked no later than April 30, 2015.

Please submit **an original and two copies** of the completed application in a SOFT COVER three prong binder (please, no HARD 3-ring binders) with all of the supporting documents tabbed **AND** an **electronic ".pdf" format document** with the completed application and all attachments merged as one file (include a disk or a thumb drive with your paper applications). Upon receipt of your application, staff will send a confirmation email that the electronic application was received in a useable format. Applications received in an unusable format will NOT be considered for funding.

Submit Applications to:

**Robin Birdsong, Recreational Trails Program
Office of Operations, Bureau of Financial Management
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS #585
Tallahassee, FL 32399-3000**

If questions arise while preparing the application, please contact Robin Birdsong at Robin.Birdsong@dep.state.fl.us or 850-245-2065

Evaluation criteria is established pursuant to 62S-2, F.A.C. Each application is reviewed to determine eligibility. Applications are evaluated based on the information provided by the applicants, except where such information is superseded by official DEP information. Failure by an applicant to present all required information and documentation may result in the application being declared ineligible for funding consideration or may result in a loss of points and a competitive score.

When identifying recreational uses for your project, only indicate uses that will actually occur on a regular basis. The selections affect classification of the project and relates to the funding allocations.

Applicants must ensure that developed support facilities will meet current barrier-free accessibility standards. Sometimes physical limitations of the trail corridor site do not allow for total accessibility. If this occurs, sponsors should justify why it is not feasible to make the project fully accessible.

Project Funding: All grant awards must be matched. "Match" means the provision of cash or in-kind service costs to be added to RTP funds by the grantee for the project cost. Value of real property or inmate labor are ineligible match sources. The RTP grant is provided on a 50:50, 60:40, or 80:20 (Program/Grantee) matching basis. The more match provided, the more points awarded.

Timeline

Following the initial review, applicants will be notified of deficiencies. Applicants must submit the requested deficiency information within fifteen working days of the notification.

Following the deficiency period, staff will score the applications based on the evaluation criteria, discuss projects with FHWA and draft a RTP priority-funding list based on project scores. A recommended priority list and related materials in digital form will be provided to the Florida Greenways and Trails Council, serving as the Advisory Committee for the program, for consideration. They will review the draft RTP priority-funding list and related materials then submit recommendations for funding to the DEP Secretary. Once finalized by the Secretary or their designee the priority list will be submitted to FHWA for funding consideration and the priority list will be finalized.

Following approval by FHWA, all applicants will be notified whether or not their project was selected for funding. **The sponsor must confirm in writing their acceptance of the funding and submit written documentation that the funds are available to implement the project.** Should a sponsor not accept the funding, the next ranked project will be notified that their project was selected for funding. Pursuant to 62S-2, F.A.C., any unfunded or ineligible applications shall be returned to the applicant upon written request from the applicant. If no such request is made within thirty days after notification of grant awards, staff may discard unfunded or ineligible applications.

If the funding is accepted, a two-year contract for this reimbursement grant will be executed between the sponsor and DEP. To expedite this process it is recommended that applicants seek authority, typically through a resolution, to execute the contract should the project be selected for funding. Sponsors are required to provide proof of insurance prior to execution of the contract. Projects approved to receive federal funds must meet a number of number of federal and state requirements. Once the contract is executed sponsors must be prepared to submit many federal and state forms, undergo environmental reviews, obtain permits and permissions and possibly prepare mitigations plans. If a site has not previously undergone natural and culture resource surveys, you may need to budget funds in the project proposal for surveys of the trail route. Applicants will be required to remedy all resource impact concerns prior to initiating work on the project. **Construction cannot occur until written notice is provided** to the grantee by DEP. Grantees shall have two years from the effective date of the project agreement to complete the development project.

Project payment takes place on a reimbursement basis. The project sponsor must incur costs for work actually completed, and then submit vouchers for reimbursement once tasks identified in the contract are complete. Request for reimbursements must contain supporting documentation of eligible expenses incurred matched with invoices or receipts. Sponsors must be prepared to follow procurement procedures, expect audits and supply progress reports. Project planning expenses such as, planning, engineering, permitting, and design cannot exceed fifteen percent of the total project cost. **Reimbursement is not permitted for work that takes place prior to project approval nor after the contracted period.**

A development project, **when completed**, must be a usable recreational trail or a trail facility along a usable recreational trail for use by the general public. All facilities funded through RTP also require a commitment from the applicant that the RTP funded improvements will be open and available for use, as well as maintained, for **no less than twenty-five years**. The grantee must have the legal ability to dedicate and manage the site for public recreational trail use per RTP requirements.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM**

DEP USE ONLY
RECEIVED: _____
POSTMARKED: _____
APPLICATION #: _____

PART I – APPLICANT INFORMATION

1. **Name of Applicant or Organization:** Flagler County Board of County Commissioners

2. **Federal Employment Identification Number:** 59-6000605

This number must be registered at MyFloridaMarketplace.com with the address the warrant will be forwarded.

Journal Transfer, Benefitting Object and Category Number (if applicable):

3. **Contact Person:** Elizabeth Yates Title: Administrative Assistant

The contact person is the staff member who will be in direct contact with DEP and will be responsible for administering this grant if awarded.

Street Address/P.O. Box: 1769 E Moody Blvd, Building #5

City/State: Bunnell, FL Zip Code: 32,110

Telephone: (386) 313-4183 Fax: (386) 313-4120

E-Mail: eyates@flaglercounty.org

4. **Type of Applicant (Select One):**

City or County Government

State Agency, Department: _____, District: _____

Federal Agency, Department: _____, District: _____

Recognized Indian Tribal Government *(projects must be on lands in Florida)*

Nonprofit Organization * S C # _____

Must be registered as an active Florida nonprofit corporations and have an agreement with a governmental agency to develop public lands.

Nonprofit organizations as an applicant must provide letter from the landowner or managing agency stating they support the project and will abide by the compliance requirements of 62S-2, F.A.C. **Tab as "Exhibit A."*

I hereby certify that the information provided in this application is true and accurate.

I further certify that I possess the authority to apply for this grant on behalf of the applicant. Print and Sign Name and Date: Elizabeth Yates Elizabeth Yates 4/30/15

PART II – PROJECT INFORMATION

1. **Name of Project:** Graham Swamp Improvements
Maximum of 30 characters and spaces. This is the name will be utilized throughout the entire project.
2. **Project Location and Project Area:** Illustrate project location and highlight the trail project. Use a Department of Transportation county road map on a 1:24,000 (1 inch = 2000 feet) scale or U.S. Geological Survey (USGS) 7.5 minute quadrangle sheet. Map may be no larger than 11 x 17. **Tab as "Exhibit B"**

Street Address: 5695 Colbert Lane

City: Palm Coast County: Flagler

Beginning/Ending point: Graham Swamp Parking Lot south ~440 feet to new trail site

Latitude/Longitude: 29°30' 29.74" N 81°09'41.87"W

3. **Ownership and Site Control:** Applicants must be able to demonstrate Site Control of the project area. **Site control must be effective and all issues resolved by the close of the submission period.** Missing documentation, in whole or part, will render this application ineligible.

- A. **Ownership.** If more than one owner, attach a list of owners and their agents along with a map delineating ownership. **Tab as "Exhibit D"**

Owner: Flagler County Board of County Commissioners Owner's Agent: Craig M. Coffey

Address: 1769 E Moody Blvd Address: 1769 E Moody Blvd

Bunnell, FL 32110 Bunnell, FL 32110

Telephone: (386) 313-4001 Telephone: (386) 313-4001

- Project is on land owned by Applicant.
 Project is on land currently leased to the applicant.
 Date site control (i.e. lease) expires.

- B. **Boundary Map** of the project site. The boundary map must provide a description and sketch of the project area boundaries, displaying all recorded easements, and be legally sufficient to identify the project area. Map may be no larger than 11 x 17. **Tab as "Exhibit C"**
- C. **Document site control.** Adequate site control is the power or authority to manage, direct, superintend, restrict, regulate, govern, administer, or oversee a plot of ground suitable or set apart for some specific recreational use. Must demonstrate the project boundary will be available for public recreational use for a **minimum of twenty-five years**. Provide a copy of all site control documents (e.g. deed, lease, title insurance, title of opinion prepared by a member of the Florida Bar or Licensed Title Insurer, etc.). **Tab as "Exhibit D"**

4. **U.S. Congressional District** IN WHICH THE PROJECT SITE IS LOCATED. *If you are not sure of the district, contact your local office of the Supervisor of Elections.*

<http://www.myfloridahouse.gov/>

- A. U.S. Representative's Name: Representative Ron DeSantis
B. U.S. House District Number: 6

5. **State Legislative Districts** IN WHICH THE PROJECT IS LOCATED. *If you are not sure, contact your local office of the Supervisor of Elections.*

<http://www.flsenate.gov/Senators>

- A. State Senator's Name: Senator Travis Hutson
B. State Senate District Number: 6
C. State Representative's Name: Representative Paul Renner
D. State House District Number: 24

6. **Project Description.** Provide a narrative summarizing the purpose of the project and the desired outcome of the project. Explain the proposed physical improvements (i.e. trail length, trail surface, trail width, number of signs (interpretive and regulatory), support facilities, etc.); elaborate on the expected types and volume of uses; and discuss linkages to existing trails and/or public land (existing improvements). For multi-use paved trails, **PLEASE** reference the design criteria (Plans Preparation Manual Volume 1, 2015 or the Florida Greenbook April 2011 edition, etc.) you are using to support the proposed trail width. **TEXT MUST FIT IN SPACE PROVIDED.**

Flagler County Parks Department is working with a local group, The Graham Swamp Trail Crew, to design and build a pump track and public restroom facility incorporated into the Graham Swamp Preserve's existing 6 plus mile unpaved trail and thereby accessible from the many parks and mixed-use pedestrian/bike trails within our County. The pump track is proposed to be a continuous loop of coquina shell approximately 4' wide by 300' long with multiple berms and moguls. Cyclists will be able to ride smoothly from the existing trail onto the pump track and back off to continue their ride. There will be approximately 14 features, or "rollers" varying from 1' to 4' in height, spaced 4' to 8' apart and 5 berms.

In anticipation of the attraction of more visitors, the parking area that is currently being utilized will be expanded, 32 concrete parking bumpers installed, and a public restroom facility built to include ADA parking and sidewalk. The driveway will be paved with a galvanized culvert pipe added. Upper buffer wood fencing will be erected to surround the parking area.

This project is expected to draw a wide range of age groups from Palm Coast, Flagler Beach, and Bunnell, locally, but to also become a destination track as there are currently very few pump tracks in Central Florida; the closest to Flagler County being almost 80 miles away.

PART III – FINANCIAL INFORMATION

1. **RTP Funds Requested:** Line A \$ 64,665.00

2. **Local Funds Available:**

1) Cash Line B \$ 31,335.00

2) In-Kind: Line C \$ 33,330.00

Total Local Funds Available: Line D \$ 64,665.00
Sum of lines B and C

3. **Total Cost of Proposed Project:** Line E \$ 129,330.00
Sum of lines A and D

The Total Project Cost (Line E) must equal the grant request (Line A) plus the total local funds available (Line D).

4. **A. Project Cost Estimate (proposed budget summary).** Specifically address each project element. Indicate if it is a new facility, renovation or maintenance of an existing facility, etc.

	Quantity <i>(for trail construction include width and linear feet, for amenities include total number)</i>	Description <i>(for trail construction include surface treatment and user; also include how each deliverable will be accomplished – whether it will be a contract, in-house, volunteers or a combination)</i>	Estimated Cost <i>(per element)</i>
New: e.g. natural or engineered surfaced trails, adding facilities/ structures that did not previously exist	4' w x 300' l track 144 yds white shell parking lot 70' galvanized culvert pipe 529 sq ft restroom concrete ADA parking and sidewalk 25' w x 68' l concrete driveway tie-in 32 concrete parking bumpers 460' of buffer wood fencing	mountain bike pump track, surfacing parking lot and culvert pipe to be constructed and installed by volunteers and in-house labor and equipment. Restroom, ADA parking and sidewalk and driveway paving to be constructed by contract. Concrete parking bumpers and fencing to be installed by in-house labor.	129,330.00
Renovations: e.g. resurfacing an area, replacing signs or a restroom roof, reconfiguring an area, etc.			
Maintenance: e.g. re-grading natural surface trail, replacing drainage structures, trail reroutes, <u>not</u> daily upkeep.			
Accessibility: e.g. unlisted elements that facilitate/ improve access and use by persons with disabilities.			

B. Schedule of Values/Cost Detail. Provide a detailed cost breakdown of each project element that are needed to accomplish the project (include specifications that will be included in the bid documents). **Only include eligible expenses** (62S-2, F.A.C.) i.e. clearing, grubbing, grading, stabilization, mobilization, amount of materials (by type), amount of surface treatment, culverts, pipes, signs, benches, permitting, engineering, design, survey, etc. *Insert additional pages after page 8 as needed.*

Item	Description	Unit of Issue	Unit Cost	Quantity	Total Cost
Pump Track	White Shell	Yard	\$25.00	60	\$1,500
Pump Track	Labor & Equipment	Hour	\$65.00	24	\$1,560
Parking Lot	White Shell	Yard	\$25.00	144	\$3,600
Parking Lot	Concrete Bumpers	Each	\$25.00	32	\$800
Parking Lot	Labor & Equipment	Hour	\$65.00	16	\$1,040
Parking Lot	Labor	Hour	\$45.00	16	\$720
Concrete Driveway	Galvanized Culvert	Foot	\$20.00	70	\$1,400
Concrete Driveway	Labor	Hour	\$45.00	8	\$360
Concrete Driveway	Concrete	Yard	\$100.00	32	\$3,200
Concrete Driveway	Contracted Labor	Sq. Ft.	\$1.50	1,700	\$2,550
ADA Parking & Sidewalk	Concrete	Yard	\$100.00	10	\$1,000
ADA Parking & Sidewalk	Contracted Labor	Sq. Ft.	\$1.50	1,100	\$1,650
Upland Buffer Fence	Wood Fence	Foot	\$7.14	350	\$2,500
Upland Buffer Fence	Labor	Hour	\$45.00	10	\$450

Public Restroom	Materials	Each	\$59,500	1	\$59,500
Public Restroom	Labor	Hour	\$45.00	556	\$25,000
Public Restroom	Plans	Each	\$10,000	1	\$10,000
Public Restroom	Permits	Each	\$2,500	1	\$2,500
Public Restroom	Impact Fees	Each	\$10,000	1	\$10,000

PART IV – GENERAL EVALUATION CRITERIA

1. **Project Type. Select only the one** that best describes the project.

Construction of new trails on federal, state, county or municipal lands where recreational needs for such construction is shown. These improvements did not previously exist and may include natural or engineered surface trails, adding facilities/structures i.e. bridges, armored crossings, free-ride structures, progressive challenge structures, etc.

Development and rehabilitation of trailside and trailhead facilities and recreational trail linkages including parking, restrooms, access to drinking water, signage, etc. Development projects may also renovate existing trails and facilities in order to provide access for persons with disabilities.

Maintenance and restoration or renovation of existing recreational trails. Maintenance projects include re-grading a natural surface trail, resurfacing/ widening paved trails, re-contouring existing trails, removal of culverts, rerouting/a trail, armoring wet areas, repairing existing trail structures (i.e. bridges), etc.

A. **Provide Conceptual Site Plan.** The following elements may be illustrated on multiple maps but the proposed improvements and the project boundary should be clearly indicated on each map. The maps must be legible, have a scale, and may not be larger than 11 x 17. **Tab as "Exhibit E"**

- 1) **Illustrate all of the elements included in this project proposal** including every facility to be constructed, developed, repaired or maintained.
- 2) Distinguish elements in this grant proposal from all existing facilities (*may not be applicable if the site is undeveloped*).
- 3) Distinguish elements in this grant proposal from any other proposed developments (*may not be applicable if future elements are unknown*).
- 4) **Provide the typical cross-section** of the proposed project, which indicates its relationship to the surrounding area.
- 5) If this project facilitates a connection to public park lands or other recreational lands or facilities, please illustrate the connection (*may not be applicable unless applicant is seeking points in the connectivity and linkages section*).
- 6) If this project is connected to an existing intermodal transportation corridor or trail system, please illustrate the connection (*may not be applicable unless applicant is seeking points in the connectivity and linkages section*).
- 7) If this project provides a connection to an adjacent residential/urban area, please illustrate those destinations (*may not be applicable unless applicant is seeking points in the connectivity and linkages section*).

B. **Provide Photographs of the Project Area.** Submit legible, labeled, color photographs of the project site, sufficient to depict the physical characteristics of the proposed project. **Tab as "Exhibit F"**

C. Provide Location Map and Directions. Tab as "Exhibit G"

- 1) Submit a detailed street, road or highway map precisely locating the project site. Must be legible and no larger than 11 x 17.
- 2) Submit clear and concise written driving instructions from the nearest federal or state highway. Please confirm that the street names listed in the written directions match those posted on street signs in the area.

2. Capital Improvement Plan

A. Is the proposed project identified in the applicant's capital improvement plan (CIP), schedule or similar plan during the current or next three fiscal year?

Yes No

If yes, provide a letter from agency's Financial Officer certifying the funds are available through the adopted CIP or similar plan. Also, provide a copy of the adopted capital improvement plan. Highlight the project name, amount and year. **Tab as "Exhibit H"**

---OR---

B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their CIP or similar plan to include the project should the applicant receive program funds?

Yes No

If yes, provide a copy of the fully executed resolution, which clearly indicates the proposed project by name, amount and year. **Tab as "Exhibit H"**

3. **State Comprehensive Outdoor Recreation Plan.** Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the Outdoor Recreation in Florida-2013 (SCORP). Provide specific examples justifying the correlation. **Tab as "Exhibit I"**

4. **State Greenways and Trails Plan.** Explain how the proposed project would address one or more issues or goals as identified in the State's Greenways and Trails Plan. Use the Florida Greenways & Trails System Plan, 2013-2017. Provide specific examples justifying the correlation. **Tab as "Exhibit J"**

5. **Accessibility.** Describe how the project specifically increase or enhances accessibility for the use of trails by persons with disabilities. Include how the renovations complies with American with Disabilities Act (ADA) and ADA Standards for Accessible Design. **TEXT MUST FIT IN SPACE PROVIDED.**

The project at Graham Swamp will not only enhance ADA accessibility to the Preserve itself, but may also be used to connect the many other parks, trails and pathways within our County for persons with disabilities. The restroom facility will be an ideal central location between the main roadways in our area and will enhance use of the more level footpaths of the preserve. The pump track adds a smaller, less challenging trail to the larger trails in the park and will be located close the bathroom, parking area, and paved pedestrian/bike paths.

6. **Youth Conservation or Service Corps.** The project is supported through a written commitment between the applicant and a recognized youth conservation or service corps in which the corps agrees to supply a stated amount of labor.

Yes

No

If "Yes," submit written documentation of the commitment between the applicant and the service corps. The documentation must be executed by the end of the submission period and must quantify the amount of labor in monetary units and provide a description of work the corps will supply. **Tab as "Exhibit K"**

7. **Connectivity and Linkages.**

- A. Describe how the proposed project provides immediate access to or connects public park lands or other recreational lands or facilities. *Please note the connection must be illustrated and provided as "Exhibit E."*

The expansion of the parking lot and installation of restroom facilities provides immediate access to Graham Swamp Preserve and therefore, the proposed pump-track. Via mixed-use pathways, this project will also connect public parks, both County and City owned. These Parks include the City of Palm Coast's Waterfront Park and Old King's Rd Graham Swamp ADA entrance and boardwalk, and Flagler County's Herschel King Park and The "Rails to Trails" Lehigh Trail, just to name a few.

- B. Describe how the proposed project connects and protects features or areas of historic, cultural, biological or archaeological **significance and**

- 1) Please explain how the project will not adversely impact historic, cultural, or archaeological resources or how it will improve their condition **and** provide a letter from Florida Department of State indicating the resources are significant. **Tab as "Exhibit L"**
- 2) Please explain how the project will not adversely impact biological resources or how it will improve their condition **and** provide documentation from the Florida Natural Areas Inventory that the resources are significant. **Tab as "Exhibit M."**

- C. Describe how the proposed project provides immediate access to or connects existing intermodal transportation corridors or trail systems. *Please note the connection must be illustrated and provided as "Exhibit E."*

The proposed improvements and additions to Graham Swamp Preserve will continue to provide immediate access from the main road and existing hiking/biking trails. The Preserve will also connect, by way of pedestrian/bike pathways, to Herschel King Park's boat/kayak launch, among other City and County owned facilities.

D. Describe how the proposed project provides immediate access to or connects residential/urban populated areas. Please note the connection must be illustrated and provided as "**Exhibit E.**"

Graham Swamp Preserve is situated between two major north-to-south roads in the County; Old Kings Road, and Colbert Lane. A large subdivision, Grand Haven, is located directly across from the Preserves parking area. This project will help to connect neighborhoods from Palm Coast Parkway to State Road 100, and all the way to Flagler Beach.

8. **Public Participation.** To receive points for this section any meetings, presentations or surveys must be conducted in the current year or within the previous three years; each of the meetings must be held separately; and may not be held on the day of the application submittal. Please indicate which of the following apply (select all that apply):

A. A pre-advertised public meeting was held **solely** for the purpose of discussing this project. Attach a copy of proof of publication for the advertisement. Meeting must be for the **SOLE PURPOSE** of discussing **the project proposed in this application**. The advertisement should indicate that the purpose of the meeting is to discuss this RTP grant. Meeting must be advertised according to community/agency requirements, and at a minimum of 72 hours prior to date and time of meeting. Meetings may not be held on day of application submittal. Meetings must be held within 364 days of closing date of the cycle. Include proof of date and time advertised. **Tab as "Exhibit N-1"**

B. The project was discussed at a **regularly** scheduled meeting of the applicant's **advisory board** responsible for park, recreation and leisure service activities. Provide a copy of the agenda and/or minutes of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Discussion must take place at a regularly scheduled meeting. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS. Tab as "Exhibit N-2"**

C. Public input on the proposed project was obtained through **presentations** to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (agenda, minutes or thank-you letter) showing that presentations **regarding this project** were made to community organizations or groups – **OR** provide a copy of the **survey** instrument, information on how the survey was conducted and a summary of the results. (Are the results consistent with this project proposal? How did the input received change the project proposal? Are recommendations being implemented, if not, why?). **Tab as "Exhibit N-3"**

9. **National Scenic Trail or National Recreation Trail**

A. The project is located on or connects with the Florida National Scenic Trail.

Yes No

If yes, provide a letter from U.S. Forest Service indicating **connectivity with a certified portion** of the Florida National Scenic Trail. **Tab as "Exhibit O"**

B. The project is located on or connects with a National Recreation Trail.

Yes No

If "Yes", provide a letter from the U.S. Department of the Interior or the U.S. Department of Agriculture indicating **connectivity with a designated** National Recreation Trail. **Tab as "Exhibit O"**

10. **State Of Florida Designated Recreational Greenway or Trail.** The project is located on or connects with a State of Florida designated greenway or trail.

Yes No

If "Yes", provide a letter from Office of Greenways and Trails indicating connectivity. **Designation Agreements must be fully executed by end of submission period. Tab as "Exhibit P"**

11. **Matching Ratio.** RTP is a matching grant program. Maximum grant award can account for 80% of total project costs (federal grant amount: grantee's cash and/or in-kind services). Select which matching ratio applies to this project:

A. 50:50

B. 60:40

C. 80:20

*** Federal Agencies: only 95% of total project costs may be federal dollars.**

Federal Agencies please indicate the source of non-Federal dollars:

12. **Mixed Use Projects**

A. The specific trail design demonstrates that the project will support recreational trail opportunities for **both motorized and nonmotorized use** through innovative techniques such as multiple trails sharing a single corridor, or time-sharing of trails or trailhead facilities, or other innovative corridor sharing techniques.

Yes No

If "Yes", please explain how the innovative corridor sharing techniques being implemented reduces potential user conflict. **Tab as "Exhibit Q"**

---OR---

B. The specific trail design demonstrates that the project will support **mixed-use** recreational trail opportunities, **either motorized or nonmotorized**, through innovative techniques.

Yes

No

If "Yes", please explain how the innovative corridor sharing techniques being implemented reduces potential user conflict. **Tab as "Exhibit Q"**

PART V – SPECIFIC CRITERIA

When identifying recreational uses for your project, only indicate uses that will actually occur on a regular basis. **The use should not be incidental.** The selections affect classification of the project and relates to the category allocations for funding from FHWA. Note that it is the specific project elements, not connected elements.

1. MOTORIZED PROJECTS Only:

A. The proposed project will: **(select only one)**

1. Develop new motorized recreational trails.

2. Repair or restore designated motorized trails impacted by normal use.

3. Develop motorized trail facilities on existing motorized recreational trail corridors.

B. The project will support compatible recreational trail use for the greatest number of the following: **(select ALL that apply)**

1. Off-Road Motorcycles

2. All-Terrain Vehicles

3. Off-Highway Vehicles (high clearance vehicles)

4. Other Motorized Recreational Trail Use. List all: _____.

2. NONMOTORIZED PROJECTS Only:

A. The proposed project will: **(select only one)**

1. Develop nonmotorized recreational trail facilities on new corridors.

2. Develop nonmotorized recreational trail facilities on existing corridors.

3. Improve or repair existing nonmotorized recreational trail and/or facilities.

NONMOTORIZED PROJECTS Continued

B. The nonmotorized project will support compatible recreational trail use for the greatest number of the following: **(select ALL that apply)**

- 1. Bicycling. Indicate trail width and surface: ~5' wide shell.
- 2. Skating. Indicate trail width _____.
- 3. Day Hiking. Indicate trail width and surface: ~5' wide shell.
- 4. Equestrian Activities. List all: _____.
- 5. Fitness Activities. Indicate the fitness/exercise aspects or number of fitness stations and frequency of placement included in the project proposal: Cross Country Running group trains regularly on these trails.
- 6. Overnight or Long Distance Backpacking.
 - a) If overnight, indicate camp location: _____.
 - b) If long distance backpacking, indicate total miles of existing connected trail outside of this proposal's project boundary: _____.
- 7. Aquatic Nonmotorized Activities. List all: _____.
- 8. Other Nonmotorized Recreational Trail Use (typically if less than one-total mile of trail). List all: _____.

3. MOTORIZED AND NONMOTORIZED MIXED-USE PROJECTS Only:

A. The motorized/nonmotorized mixed-use project will: **(select only one)**

- 1. Develop new mixed-use trails.
- 2. Repair or restore designated mixed-use trails impacted by normal use.
- 3. Develop mixed-use trail facilities on existing motorized recreational trail corridors.

B. The project will support compatible recreational trail use for the greatest number of the following: **(select ALL that apply)**

- 1. Off-Road Motorcycles
- 2. All-Terrain Vehicles
- 3. Off-Highway Vehicles (high clearance vehicles)
- 4. Other Motorized Recreational Trail Use. List type(s): _____.

- 5. Bicycling. Indicate trail width and surface: _____.
- 6. Skating. Indicate trail width _____.
- 7. Day Hiking. Indicate trail width and surface: _____.
- 8. Equestrian Activities. List all: _____.
- 9. Fitness Activities. Indicate the fitness/exercise aspects or number of fitness stations and frequency of placement included in the project proposal:
_____.
- 10. Overnight or Long Distance Backpacking.
 - a) If overnight, indicate camp location: _____.
 - b) If long distance backpacking, indicate total miles of existing trail outside of this proposal's project boundary: _____.
- 11. Aquatic Nonmotorized Activities. List all: _____.
- 12. Other Nonmotorized Recreational Trail Use (typically if less than one-total mile of trail). List all: _____.

PART VI – ENVIRONMENTAL DOCUMENTATION

1. **Physical Characteristics. Describe the physical characteristics, such as land resources, vegetation, fish and wildlife, historical, archaeological resources, previous land usage, of the project boundary. Describe how the project will mitigate and minimize impacts or protect the resources to improve their condition. TEXT MUST FIT IN SPACE PROVIDED.**

The Project Site is ~3 acres in the southeastern part of the Preserve and is bounded on the west by a slope formed by the 1960s coquina stockpile. Within the site, canopy composition consists of red cedar, various oak species, cabbage palm and occasional slash or loblolly pine. The mid story consists of red cedar, red bay, smaller oak species, wax myrtle, beauty berry and other broadleaf, woody plants. The groundcover consists of bare coquina rock, ilex spp, coontie, various grass species, vines such as smilax and vitis spp, and saplings of many of the mid and canopy species. Some invasive species including panicum spp and lantana. The project will utilize the natural contours and resources of the ground to minimize impact to the area. This will also help to direct users to remain on disturbed areas of trail.

2. **Comprehensive Plan. Is the project consistent with the comprehensive land use or development plans for the area?**

Yes

No

Name of Plan: Flagler County Comprehensive Plan 2010-2035

Date Adopted: 07/06/2011

3. **Environmental Documentation.** This information is a requirement for federally funded programs. Applicants of projects selected for funding may be required to submit additional documentation before project commencement.

A. **Land Use. Briefly describe the land use in project area and any changes the project will cause. TEXT MUST FIT IN SPACE PROVIDED.**

The entire Graham Swamp Preserve consists of 109 acres (Disturbed Area) and was, until the 1960's, a portion of the overall Graham Swamp mesic and hydric hammock mosaic of natural communities. Based on historical aerial imagery survey, the topography of the site was disrupted and used as a stockpile location for coquina mine tailings from the barrow pit across what is now Colbert Road. Since 1965, the site was used as a silviculture site, most recently by the St. Johns River Water Management District and was most recently logged in the mid 2000's. The ~3 acre project will not cause any changes to the usage of the land.

B. **Natural Resources.**

1) Are there impacts to local traffic patterns, property access, community cohesiveness, planned community growth or land use patterns?

Yes

No

2) Is there the potential for the project to have a noise impact on the surrounding area?

Yes

No

3) Is there the potential for the project to have an adverse impact on air quality?

Yes

No

4) Is there the potential for the project to have an adverse impact on water quality?

Yes

No

Natural Resources continued:

- 5) Are wetlands within 500 feet of the project area? Use the U.S. Fish and Wildlife Service National Wetlands classification system as the standard for identification.

Yes No

- 6) If there is involvement of wetlands, will the project qualify for either a nationwide or a general permit?

Yes No

- 7) Can the project proceed without a U.S. Coast Guard permit?

Yes No

- 8) Are there floodplains in the project area?

Yes No

- 9) Are there endangered and threatened species and their critical habitat in the project area?

Yes No

- 10) Will the project cause the relocation of residential or businesses?

Yes No

- 11) Are there farmlands involved in the project area?

Yes No

- 12) Is there a potential for involvement with hazardous wastes or underground storage tanks in the project area?

Yes No

- 13) Historic and Archaeological Resources.

- a. Has the project area been reviewed by the Florida Department of State, Division of Historical Resources, Compliance and Review Section?

Yes No

If yes, please provide a copy of their response. **Tab as "Exhibit L"**

- b. Will the project have an effect on historic or archaeological resources?

Yes No

PART VII – SUPPORTING DOCUMENTATION

ATTENTION: Before you finish your application package, make sure you have all the necessary support documents prepared and included in the submittal. Please use this list to make sure that all applicable documentation is included. Include supporting documents as follows:

Application Item – If Applicable	Tab as Exhibit
<p>NOTE: Please submit an original and two copies of the completed application in a SOFT COVER three-prong binder with all of the supporting documents tabbed AND an electronic “.pdf” format document with the completed application and all attachments merged as one file (include the disk or a thumb drive with your paper applications).</p> <p style="text-align: center;">Must be postmarked by closing date of cycle.</p> <p style="text-align: center;">The cycle closes on April 30, 2015.</p> <p>(1 original, 2 copies and an electronic “pdf.” document)</p>	<p>IMPORTANT: The paper versions must be in a soft cover three-prong binder. The electronic version must be merged as a single “pdf.” file with all attachments on a disk or thumb drive.</p>
<p>A. Nonprofit Organizations provide a Letter of Support from land managing agency. Agency must state that it accepts the post completion requirements as outlined in Chapter 62S-2 F.A.C. <i>**Nonprofit Organizations must be registered as an active Florida nonprofit corporations and have an agreement with a governmental agency to develop public lands.</i></p>	<h1 style="font-size: 48px;">A</h1>
<p>B. Illustrate Project Location and highlight the Project Area (i.e. the trail project, trailhead, etc.), with the beginning and ending points. Use a Department of Transportation county road map on a 1:24,000 (1 inch = 2000 feet) scale or U.S. Geological Survey (USGS) 7.5 minute quadrangle sheet. The map must be legible, have a scale, and may not be larger than 11 x 17.</p> <p>http://nationalmap.gov/ustopo/index.html.</p>	<h1 style="font-size: 48px;">B</h1>

Application Item – If Applicable	Tab as Exhibit
<p>C. Boundary Map of the project area: The map must provide a description and sketch of the project area boundaries, displaying all recorded easements, and be legally sufficient to identify the project area. The map must be legible, have a scale, and may not be larger than 11 x 17. <i>Aerial photographs are not accepted as boundary maps.</i></p>	<p style="text-align: center;">C</p> <p>IMPORTANT: Map must include clearly defined boundaries; Sketch of Description; elevations; clearly identified bodies of water; and scale.</p>
<p>D. Document Site Control for the project area. Must be effective by close of the submission period and be effective for a minimum of twenty-five years. Clearly illustrate the project boundary on every map. The maps must be legible, have a scale, and may not be larger than 11 x 17. Include:</p> <ul style="list-style-type: none"> • A list of property control numbers or property identification numbers with owner or record of information (in order of deeds presented). Include a printout from the Property Appraiser's website for each parcel involved in the project area (in order of the deeds presented); • Submit a copy of the deed showing that the land included in the project boundary will be available for public use for a minimum of twenty-five years. Or if the project is in the right-of-way or was acquired through a Quit Claim Deed, provide a title of opinion prepared by a member of the Florida Bar or Licensed Title Insurer indicating the project boundary will be available for public recreational use for a minimum of twenty-five years, or a copy of the title insurance policy. • Submit a copy of the lease (or sublease) showing that the project sponsor has control of the project site for a minimum of twenty-five years; • If submerged lands are included in the development area, provide a legal document (i.e. permit, management agreement, etc.) which indicates permission to use and develop the submerged lands; • If easements exist in the project boundary, provide the legal instrument documenting the easement. 	<p style="text-align: center;">D</p>

Application Item – If Applicable	Tab as Exhibit
<p>E. Conceptual Site Plan: The following elements may be illustrated on multiple maps but the proposed improvements and the project boundary should be clearly indicated on each map. The maps must be legible, have a scale, and may not be larger than 11 x 17.</p> <ul style="list-style-type: none"> • Illustrate all of the elements included in this project proposal including every facility to be constructed, developed, repaired or maintained. • Distinguish elements in this grant proposal from all existing facilities (<i>may not be applicable if the site is undeveloped</i>). • Distinguish elements in this grant proposal from any other proposed developments (<i>may not be applicable if future elements are unknown</i>). • Provide the typical cross-section of the proposed project, which indicates its relationship to the surrounding area. • If this project facilities a connection to public park lands or other recreational lands or facilities, please illustrate the connection (<i>may not be applicable unless applicant is seeking points in the connectivity and linkages section</i>). • If this project is connected to an existing intermodal transportation corridor or trail system, please illustrate the connection (<i>may not be applicable unless applicant is seeking points in the connectivity and linkages section</i>). • If this project provides a connection to an adjacent residential/urban area, please illustrate those destinations (<i>may not be applicable unless applicant is seeking points in the connectivity and</i> 	<p style="text-align: center; font-size: 2em; font-weight: bold;">E</p> <p>Note: Code site plan to illustrate facilities that are existing, proposed for funding in this project application and planned for future development (not in this project).</p>
<p>F. Photographs of the Project Area.</p> <ul style="list-style-type: none"> • Submit legible, labeled, color photographs of the project site, sufficient to depict the physical characteristics of the proposed project. • Aerial photographs are requested but are not required. Please illustrate the approximate project boundary and note major roads and/or landmarks on the aerial photo. Note – this is not a boundary map. 	<p style="text-align: center; font-size: 2em; font-weight: bold;">F</p>

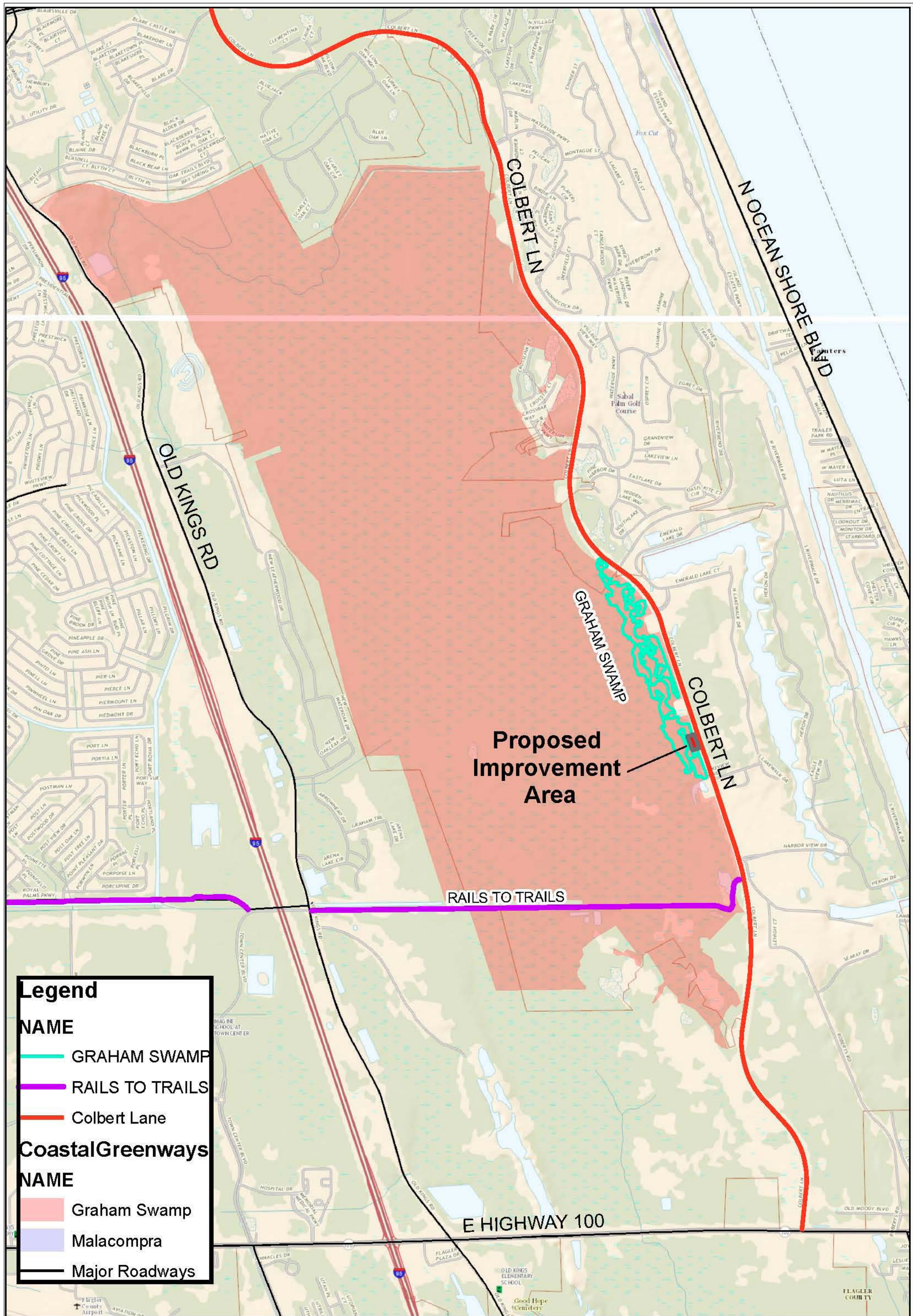
Application Item – If Applicable	Tab as Exhibit
<p>G. Location Map and Directions</p> <ul style="list-style-type: none"> • Submit a detailed street, road or highway map precisely locating the project site, must be legible and no larger than 11 x 17. • Submit clear and concise written driving instructions from the nearest federal or state highway. Please confirm that the street names listed in the written directions match those posted on street signs in the area. 	G
<p>H. Capital Improvements (CI) Schedule or a copy of a resolution amending the existing schedule to include the proposed project. State or federal agencies provide copy of their land management or recreation or trail plan. Also, provide a letter from agency's Financial Officer certifying the funds are available through the adopted CIP or similar plan.</p>	H
<p>I. State Comprehensive Outdoor Recreation Plan (SCORP). Provide detailed narrative explaining how this project implements one or more of the outdoor recreation goals and objectives as listed in the Outdoor Recreation in Florida–2013 (SCORP). http://www.dep.state.fl.us/parks/outdoor/scorp.htm.</p>	I
<p>J. State Greenways and Trails Plan. Provide detailed narrative explaining how this project implements one or more of the goals and objectives as indicated in the Florida Greenways & Trails System Plan, 2013-2017. http://www.dep.state.fl.us/GWT/FGTS_Plan/PDF/FGTS_Plan_2013-17_publication.pdf</p>	J
<p>K. Service Corps. Provide written documentation of the commitment between the applicant and the service corps. The documentation must be executed by the end of the submission period and must quantify the amount of labor in monetary units and provide a description of work the corps will supply. Refer to 42 U.S.C. 12572 and 42 U.S.C. 12656 for definitions. Scout troops and similar groups do not qualify. AmeriCorps is a recognized service corps.</p>	K

Application Item – If Applicable	Tab as Exhibit
<p>L. Department of State.</p> <ul style="list-style-type: none"> • Describe how the project connects features or areas of historic, cultural or archaeological significance; • Describe how the project will not adversely impact the resources or how it will improve their condition; and • Provide a letter from Florida Department of State indicating the resources are significant. http://dos.myflorida.com/historical/preservation/compliance-and-review/ 	L
<p>M. Florida Natural Area Inventories.</p> <ul style="list-style-type: none"> • Describe how the project connects features or areas of biological significance; • Describe how the project will not adversely impact the resources or how it will improve their condition; and • Provide documentation from the Florida Natural Areas Inventory indicating the resources are significant. http://fnai.org/ 	M
<p>N. Public Participation Documentation.</p> <ul style="list-style-type: none"> • Tab as N-1: Copy of public meeting advertisement for SOLE PURPOSE of discussing the project. • Tab as N-2: Agenda and minutes of REGULARLY SCHEDULED advisory board meeting. • Tab as N-3: Documentation of presentation to community groups (minutes or letter of thanks, from organization, association etc.) OR A copy of the survey instrument and a summary of the results as they relate to the proposed project. (Support letters are not acceptable for points). 	N

Application Item – If Applicable	Tab as Exhibit
<p>O. Letter from U.S. Forest Service documenting the project is located along or connects to a certified portion of the Florida National Scenic Trail. http://www.fs.usda.gov/fnst OR . . . Letter from the U.S. Department of the Interior or the U.S. Department of Agriculture documenting the project is located along or connects with a designated National Recreation Trail. http://americantrails.org/ee/index.php/nationa</p>	O
<p>P. Letter from Office of Greenways & Trails documenting the project is located along or connects with a designated State of Florida Greenway or Trail. http://www.dep.state.fl.us/gwt/FGTS_Plan/designation/</p>	P
<p>Q. Mixed Use Projects. Please explain how the innovative corridor sharing techniques being implemented reduces potential user conflict.</p>	Q

PART VII – CONTACT FOR ADDITIONAL INFORMATION

CONTACT	PHONE
Recreational Trails Program Information & Assistance	850-245-2065
Florida Statewide Greenways & Trails Plan	850-245-2052
Department of State	850-245-6333
Florida Natural Areas Inventory (FNAI)	850-224-8207
Outdoor Recreation in Florida–2013 (SCORP)	850-245-3051
U.S. Forest Service (National Scenic Trail)	850-523-8501
U.S. Department of the Interior (National Recreation Trails)	601-446-8692 ext. 6



Legend

NAME

- █ GRAHAM SWAMP
- █ RAILS TO TRAILS
- █ Colbert Lane

CoastalGreenways

NAME

- █ Graham Swamp
- █ Malacompra
- █ Major Roadways

GRAHAM SWAMP PARKING AND PUMP TRACK

Map Created: 4/21/2015



1:24,000
1 inch = 2,000 feet



Flagler County cannot guarantee the information contained herein, including, but not limited to its accuracy or completeness. Parcel lines shown are approximate and this information cannot be used as a survey or legal description of a parcel.

Flagler County - 2015 RTP Proposed Project Area





2015 Project Area

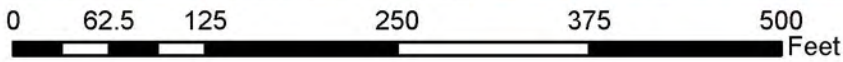


Colbert Lane

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

-  Flagler County 2015 RTP project area
-  Graham Swamp CA Conservation Easement





[Sales In Area](#)
 [Previous Parcel](#)
 [Next Parcel](#)
 [Return to Main Search](#)
 [Flagler Home](#)

Property Record Card

Owner and Parcel Information

Owner Name	FLAGLER COUNTY	Today's Date	April 30, 2015
Mailing Address	1769 E MOODY BLVD BLDG 2, STE 303	Parcel Number	34-11-31-0000-01010-0020
	BUNNELL, FL 32110	Tax District	CITY OF PC - COLBERT LANE BOND AREA (District 69)
Location Address	5695 COLBERT LN	2014 Millage Rates	20.82320 Plus Non Ad Valorem
Property Usage	COUNTY (008600)	Homestead	N

[Tax Collector Bill](#)
 [Show Parcel Maps](#)
 [Generate Owner List By Radius](#)
 [Show Assessment Notice](#)
 [Show Historical Assessments](#)

Value Information

	2012 Certified Values	2013 Certified Values	2014 Certified Values
Building Value	\$0	\$0	\$43,782
Extra Feature Value	\$120,144	\$100,484	\$123,284
Land Value	\$339,058	\$339,058	\$339,058
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value*	\$459,202	\$439,542	\$506,124
Assessed Value	\$459,202	\$439,542	\$506,124
Exempt Value	\$459,202	\$439,542	\$506,124
Taxable Value	\$0	\$0	\$0
Protected Value	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Legal Information

484.81 AC THAT PART OF SECTIONLYING W OF 15' COUNTY BIKE PATH THAT ALIGNS W R-WAY OF ORIGINAL COLBERT LANE, OR 546 PG 1197 (EXC 2 RETENTION PONDSON WEST SIDEOF COLBERT LANE & EXC 1.12 AC PARCEL ON SOUTH SECTION LINE & W OFCOLBERT LANE)(ORD 2011-14, ANNEX TO CITY OF PC, 1830/500) OR 2010/687 OR 2010/696-ESMT

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

Building Information

Type	Construction Class	Total Area	Finished Area	Perimeter	Exterior Wall	Wall Frame
RESTROOM	OC	391	391	80	STUCCO	CLASS C
HVAC	Stories	Wall Height	Actual Year Built	Effective Year Built	Fire Sprinklers	Building Sketch
N/A	0	08	2013	2013	N/A	Show Building Sketch

Extra Features Data

Description	Units	Effective Year Built
FOOT BRDG WD LOW	9,876 SF	2008
SIDEWALK CONC AVG	900 SF	2008
CANOPY WOOD	138 SF	2013
ASPH PRKG SPACE AVG	30 UT	2013
SIDEWALK CONC AVG	2,081 SF	2013
GUARD RAIL MT AVG	173 LF	2013
FNCE WD 2 BOARD AVG	450 LF	2013

Sale Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor
06-10-2014		QUIT CLAIM DEED	2010	687	Unqualified	Improved	ST JOHNS RIVER WATER
12-01-1995	\$ 5,360,300	N/A	546	1197	Unqualified	Vacant	
01-01-1900	\$ 260,909	N/A	0	0	Qualified	Vacant	CONVERSION

Land Information

For land plat information see [Flagler Clerk of Court Website](#)

The Flagler County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: April 28, 2015

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PREPARED BY AND RETURN TO:

William Abrams, Esq.
St. Johns River Water Management District
4049 Reid Street / Highway 100 West
Palatka, FL 32177

Property Appraisers Parcel Nos: 48-11-31-0000-01010-0040; 07-11-31-7081-00001-0003;
42-11-31-0000-01010-0010; 17-11-31-0000-01020-0000; 18-11-31-0000-02010-0020; 19-11-31-
0000-01010-0010; 20-11-31-0000-01010-0000; 50-11-31-0000-01010-0000; 53-11-31-0000-
01010-0000; 51-11-31-0000-01020-0000; 52-11-31-0000-01010-0020; 29-11-31-0000-01010-
0020; 22-11-31-0000-02020-0050; 27-11-31-0000-01010-0020; 28-11-31-0000-03000-0000; 34-
11-31-0000-01010-0020; 33-11-31-0000-01010-0010; 54-11-31-0000-01010-0010; 40-12-31-0000-
01010-0020; 03-12-31-0000-01010-0020; 03-12-31-0000-01010-0040; 40-12-31-0000-01010-
0000; 39-12-31-0000-01010-0100; 21-11-31-0000-01010-0020.

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax pursuant to 12B-4.014(10), F.A.C.

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 10th day of June, 2014, by **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose address is P.O. Box 1429, Palatka, Florida 32178-1429 ("GRANTOR"), to **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building #2, Suite 303, Bunnell, Florida 32110, ("COUNTY");

(Wherever used herein the terms "GRANTOR" and "COUNTY" include all the parties to this instrument and their successors and assigns.)

WITNESSETH, that GRANTOR, for and in consideration of the sum of \$10.00 and other valuable consideration, in hand paid by COUNTY, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto COUNTY forever, all the right, title, interest, claim, and demand which GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in Flagler County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF (the "Property").**

SUBJECT TO easements, restrictions and reservations of record, but this reference shall not serve to re-impose same.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of GRANTOR, either in law or equity, to the only proper use, benefit, and behoof of COUNTY forever.

FEE REVERTER – The Property is hereby conveyed to COUNTY based upon the understanding that COUNTY will convey to GRANTOR a Perpetual Conservation Easement (“Easement”). The Easement shall be recorded on even date herewith in the public records of Flagler County, Florida. The COUNTY acknowledges and agrees that use of the Property is subject to the covenants and restrictions in the Easement. The COUNTY further agrees that if any term or condition of the Easement is violated by the COUNTY, then all right, title, interest, claim, and demand of GRANTOR in and to the Property conveyed hereby, at GRANTOR’S discretion exercised in accordance with the Easement, reverts to GRANTOR. If GRANTOR exercises its right to revert, upon GRANTOR’S request, the COUNTY shall execute a quitclaim deed as record evidence of this revert. If the COUNTY fails to execute a quitclaim deed within 30 days of GRANTOR’S request, GRANTOR may record a Notice of Violation of the terms of the Easement in the public records without liability to GRANTOR and pursue legal action to require compliance herewith.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name the day and year first above written.

Signed, sealed, and delivered
in the presence of:

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes

Lu Anne Wilson
Print name: Lu Anne Wilson

BY: [Signature]
John A. Miklos, Chairman

Sharon G. Carlin
Print name: Sharon G. Carlin

ATTEST: (SEAL)
[Signature]
Fred N. Roberts Jr., Secretary

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this 10th day of June A.D., 2014, before me personally appeared John A. Miklos, Chairman of the Governing Board of ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, who is personally known to me and who executed the foregoing conveyance and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said District.

Witness my hand and official seal this 10th day of June, 2014.

Sandra L. Bertram
Print name: Sandra L. Bertram
My Commission Expires: 1-29-2018

(SEAL)



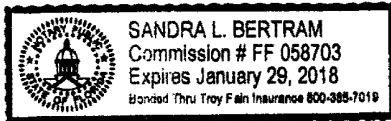
STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this 10th day of June A.D., 2014, before me personally appeared Fred N. Roberts Jr., Secretary of the Governing Board of ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, who is personally known to me and who executed the foregoing conveyance and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said District.

Witness my hand and official seal this 10th day of June, 2014.

Sandra L. Bertram
Print name: Sandra L. Bertram
My Commission Expires: 1-29-2018

(SEAL)



FCC RD

EXHIBIT "A" (Page 1 of 6)

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.

Date; November 21, 1995.

Graham Swamp, SJRWMD purchase.

DESCRIPTION:

A parcel of land lying within Government Sections 17, 18, 19, 20, 21, 22, 27, 28, 29, 33, 34, 42, 50, 51, 52, 53 and 54, Township 11 South, Range 31 East, Government Sections 3 and 40, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF REFERENCE being the southwest corner of Government Section 22, Township 11 South, Range 31 East, thence North $88^{\circ}53'11''$ East along the South line of Section 22 a distance of 429.08 feet to the POINT OF BEGINNING of this description, thence departing said Section Line South $16^{\circ}42'45''$ East a distance of 269.25 feet, thence South $52^{\circ}45'41''$ West a distance of 121.63 feet, thence South $60^{\circ}38'42''$ East a distance of 233.55 feet, thence North $57^{\circ}33'16''$ East a distance of 458.03 feet, thence North $87^{\circ}43'12''$ East a distance of 210.59 feet, thence South $19^{\circ}42'53''$ West a distance of 40.68 feet thence South $75^{\circ}30'00''$ East a distance of 44.12 feet to a point on the westerly right-of-way line of a 15' strip of land for pedestrian/bicycle path use recorded in Official Records Book 474, Pages 820 through 823, thence along said westerly right-of-way line the following courses South $10^{\circ}05'32''$ West a distance of 926.81 feet to a point of curvature, concave Northeasterly, thence Southerly a distance of 1887.48 feet along the arc of said curve to the left having a central angle of $68^{\circ}39'48''$, a radius of 1575.00 feet, a chord bearing of South $24^{\circ}14'22''$ East and a chord distance of 1776.54 feet to a point of tangency, thence South $58^{\circ}34'16''$ East a distance of 560.63 feet to a point of curvature, concave Southwesterly, thence Southeasterly a distance of 1700.10 feet along the arc of said curve to the right having a central angle of $40^{\circ}10'06''$, a radius of 2425.00 feet, a chord bearing of South $38^{\circ}29'13''$ East and a chord distance of 1665.49 feet to a point of tangency, thence South $18^{\circ}24'09''$ East a distance of 5460.63 feet to a point of curvature, concave Westerly, thence Southerly a distance of 1507.36 feet along the arc of said curve to the right having a central angle of $11^{\circ}29'11''$, a radius of 7519.00 feet, a chord bearing of South $11^{\circ}58'36''$ East and a chord distance of 1504.84 feet to the point of intersection with a non-tangent line, thence departing said proposed roadway South $83^{\circ}46'14''$ West a distance of 8.55 feet, thence South $83^{\circ}27'24''$ West a distance of 211.82 feet, thence South $44^{\circ}29'22''$ West a distance of 990.73 feet, thence South $29^{\circ}15'12''$ West a distance of 219.88 feet, thence South $57^{\circ}42'47''$ East a distance of 283.53 feet, thence South $12^{\circ}43'31''$ East a distance of 300.18 feet, thence South $45^{\circ}29'28''$ East a distance of 718.28 feet, thence South $19^{\circ}06'24''$ East a distance of 261.31 feet, thence South $44^{\circ}03'30''$ West a distance of 145.36 feet, thence North $62^{\circ}22'17''$ West a distance of 122.87 feet, thence South $39^{\circ}18'36''$ West a distance of 208.66 feet, thence South $23^{\circ}18'47''$ West a distance of 392.96 feet, thence South $22^{\circ}15'50''$ East a distance of 554.13 feet, thence North $79^{\circ}37'07''$ West a distance of 158.10 feet, thence North $47^{\circ}30'38''$ West a distance of 210.90 feet, thence North $08^{\circ}02'07''$ West a distance of 278.13 feet, thence North $42^{\circ}31'19''$ West a distance of 644.26 feet, thence North $63^{\circ}57'47''$ West a distance of 302.89 feet, thence North $85^{\circ}53'27''$ West a distance of 132.53 feet, thence North $03^{\circ}36'14''$ East a distance of 123.70 feet, thence North $43^{\circ}33'24''$ West a distance of 406.24 feet, thence South $43^{\circ}05'57''$ West a distance of 91.04 feet, thence South $04^{\circ}15'25''$ West a distance of 104.75 feet, thence South $40^{\circ}22'25''$ West a distance of 324.10 feet, thence South $80^{\circ}06'11''$ West a distance of 55.25 feet, thence North $27^{\circ}50'43''$ East a distance of 332.95 feet, thence North a distance of 85.47 feet, thence North $47^{\circ}33'46''$ East a distance of 191.77 feet, thence North $15^{\circ}15'48''$ West a distance of 155.15 feet, thence North $34^{\circ}00'46''$ West a distance of 636.31 feet, thence South $85^{\circ}20'40''$ West a distance of 87.82 feet, thence South $12^{\circ}52'08''$ West a distance of 314.39 feet, thence North $77^{\circ}50'07''$ West a distance of 101.47 feet, thence North $17^{\circ}19'15''$ West a distance of 156.79 feet, thence North $71^{\circ}16'17''$ West a distance of 309.76 feet, thence South $78^{\circ}29'33''$ West a distance of 105.55 feet,

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thence North 58°58'10" West a distance of 118.93 feet, thence North 00°58'16" East a distance of 127.06 feet, thence South 66°13'11" East a distance of 277.69 feet, thence North 39°57'04" East a distance of 104.92 feet, thence South 67°50'42" East a distance of 245.71 feet, thence North 37°03'07" West a distance of 803.78 feet, thence North 00°44'11" West a distance of 475.68 feet, thence South 89°15'49" West along the northerly line of the Lehigh Railroad right-of-way a distance of 3998.99 feet, thence departing said railroad right-of-way North 00°44'11" West a distance of 208.86 feet, thence North 17°41'36" West a distance of 3508.19 feet, thence South 89°10'12" West a distance of 833.01 feet, thence North 15°20'03" West a distance of 1688.94 feet, thence North 13°36'24" West a distance of 2525.96 feet, thence North 42°21'02" West a distance of 1094.08 feet, thence North 20°26'43" West a distance of 2138.13 feet, thence North 69°03'13" East a distance of 664.65 feet, thence North 20°17'51" West a distance of 142.01 feet, thence South 69°03'13" West a distance of 901.75 feet, thence North 11°45'24" West a distance of 3.26 feet, thence North 01°54'07" East a distance of 64.87 feet, thence North 12°43'33" West a distance of 47.49 feet, thence North 12°11'06" West a distance of 33.61 feet, thence North 22°25'29" West a distance of 45.85 feet, thence North 25°31'12" West a distance of 52.05 feet, thence North 78°14'10" East a distance of 50.37 feet, thence North 13°55'38" West a distance of 84.62 feet, thence South 79°42'21" West a distance of 36.14 feet, thence North 00°34'43" West a distance of 43.70 feet, thence South 89°25'17" West a distance of 35.00 feet, thence South 89°24'49" West a distance of 191.43 feet, thence North 08°42'57" East a distance of 238.76 feet, thence North 19°25'15" West a distance of 1583.14 feet, thence North 24°33'06" West a distance of 289.90 feet, thence North 32°26'09" West a distance of 430.26 feet, thence North 16°26'05" West a distance of 553.11 feet, thence North 24°10'56" West a distance of 802.64 feet, thence North 35°30'33" West a distance of 127.19 feet, thence South 71°49'42" West a distance of 35.00 feet, thence North 18°10'18" West a distance of 155.00 feet, thence South 71°49'42" West a distance of 167.00 feet, thence South 18°10'18" East a distance of 155.00 feet, thence South 71°49'42" West a distance of 1252.18 feet to a point on the easterly right-of-way line of Old Kings Road (66'R/W) said point being on a curve, concave Southwesterly, thence along said easterly right-of-way line the following courses Northwesterly a distance of 461.70 feet along the Arc of said curve to the left having a central angle of 18°03'08", a radius of 1465.39 feet, a chord bearing of North 40°09'23" West and a chord distance of 459.79 feet to a point of reverse curvature, concave Northeasterly, thence Northwesterly a distance of 532.87 feet along the arc of said curve to the right having a central angle of 21°49'02", a radius of 1399.40 feet, a chord bearing of North 38°16'26" West and a chord distance of 529.65 feet to a point of tangency, thence North 27°21'55" West a distance of 756.86 feet to a point of curvature, concave Southwesterly, thence Northwesterly a distance of 615.83 feet along the arc of said curve to the left having a central angle of 22°29'44", a radius of 1568.52 feet, a chord bearing of North 38°36'47" West and a chord distance of 611.88 feet to the point of intersection with a non-tangent line, thence North 89°11'03" East along the North line of Government Section 19 a distance of 25.75 feet to a point on a non-tangent curve, concave Southwesterly, thence Northwesterly along Old Kings Road a distance of 76.39 feet along the Arc of said curve to the left having a central angle of 02°45'38", a radius of 1585.52 feet, a chord bearing of North 50°32'17" West and a chord distance of 76.39 feet to a point of tangency, thence North 51°55'06" West a distance of 420.35 feet, thence departing Old Kings Road North 38°04'53" East a distance of 60.00 feet, thence South 51°55'06" East a distance of 30.00 feet, thence North 41°00'49" East along the southerly boundary of the Plat Bernard Meadows Section-81, Map Book 23, Pages 23 through 40 a distance of 165.15 feet to a point of curvature, concave Southerly, thence Northeasterly a distance of 1483.23 feet along the arc of said curve to the right having a central angle of 67°59'11", a radius of 1250.00 feet, a chord bearing of North 75°00'25" East and a chord distance of 1397.73 feet to a point of tangency, thence South 71°00'00" East a distance of 900.00 feet to a point of curvature, concave Northerly, thence Easterly a distance of 1358.74 feet along the arc of said curve to the left having a central angle of 45°00'00", a radius of 1730.00 feet, a chord bearing of North 86°30'00" East and a chord distance of 1324.08 feet to a point of tangency, thence North 64°00'00" East a distance of 1701.10 feet to a point on the East Line of Section 42,

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thence South 25°44'16" East along the East Line of Section 42 a distance of 2004.38 feet, thence South 25°18'43" East along the East Line of Section 50 a distance of 208.36 feet, thence departing Section 50 North 64°41'17" East a distance of 800.00 feet, thence North 31°07'01" East a distance of 1744.68 feet, thence South 89°53'38" East a distance of 2595.47 feet, thence South 23°57'25" East a distance of 94.80 feet, thence South 08°51'56" West a distance of 109.87 feet, thence South 03°23'14" East a distance of 208.02 feet, thence South 42°13'34" East a distance of 171.72 feet, thence North 87°40'06" East a distance of 165.10 feet, thence South 11°11'25" West a distance of 105.42 feet, thence South 62°15'40" West a distance of 181.91 feet, thence South 04°09'43" East a distance of 303.07 feet, thence South 39°18'17" East a distance of 208.34 feet, thence South 02°34'48" East a distance of 361.11 feet, thence South 36°40'38" East a distance of 142.77 feet, thence South 60°10'04" East a distance of 256.86 feet, thence South 31°32'40" East a distance of 131.73 feet to a point on the westerly right-of-way line of Colbert Lane Extension (215'R/W), thence South 12°18'31" East a distance of 172.40 feet, thence departing said right-of-way line South 02°09'53" East a distance of 2.98 feet, thence South 87°50'07" West a distance of 12.10 feet, thence South 04°21'31" West a distance of 28.04 feet, thence South 46°25'34" West a distance of 120.95 feet, thence South 03°36'47" West a distance of 203.48 feet, thence South 17°41'49" East a distance of 316.38 feet, thence South 35°09'38" East a distance of 115.05 feet, thence South 59°53'36" East a distance of 170.46 feet, thence South 25°07'13" East a distance of 342.34 feet, thence South 50°31'18" East a distance of 141.21 feet, thence South 20°13'12" East a distance of 195.14 feet, thence South 31°32'58" West a distance of 441.60 feet, thence South 15°13'26" West a distance of 258.73 feet, thence South 75°24'27" East a distance of 35.24 feet, thence South 12°01'18" West a distance of 450.50 feet, thence South 58°00'31" West a distance of 264.79 feet, thence South 12°26'08" West a distance of 169.77 feet, thence South 14°14'22" East a distance of 341.84 feet, thence South 16°18'06" West a distance of 127.31 feet, thence South 21°41'22" East a distance of 328.77 feet, thence South 50°13'05" East a distance of 204.61 feet, thence South 33°13'43" West a distance of 104.34 feet, thence South 31°50'57" East a distance of 595.97 feet, thence South 16°42'45" East a distance of 4.14 feet to the POINT OF BEGINNING.

Subject to existing easements to Florida Power and Light Co. recorded in Official Records Book 145, Pages 697 and 698 and Book 375, Pages 206 and 207, of the Public Records of Flagler County, Florida.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the South line of the Southwest Quarter (1/4) of Government Section 22, Township 11 South, Range 31 East, being North 88°53'11" East.

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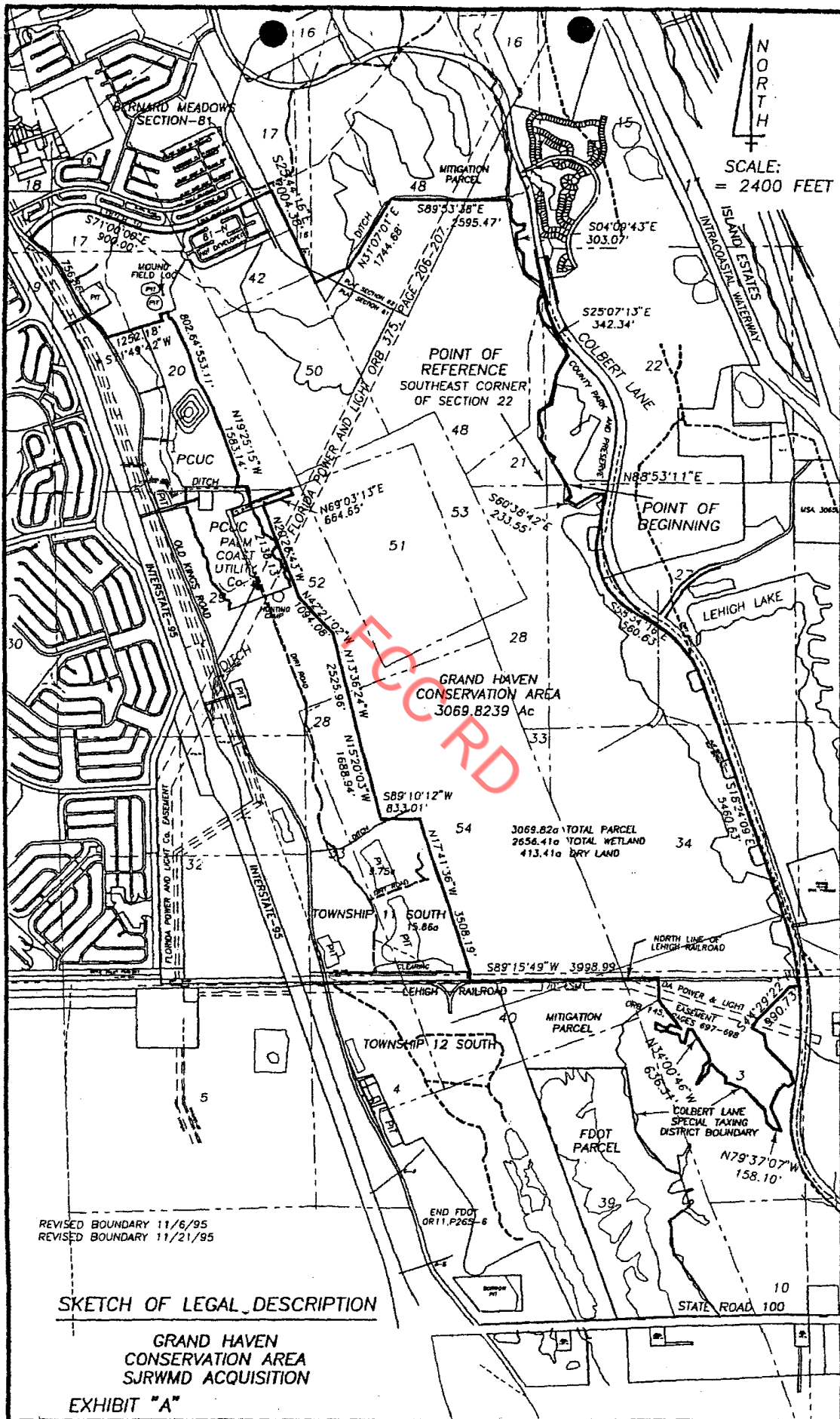


EXHIBIT "A" (Page 5 of 6)

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.

Date; August 1, 1995.

Mitigation parcel for Colbert Lane extension.

DESCRIPTION:

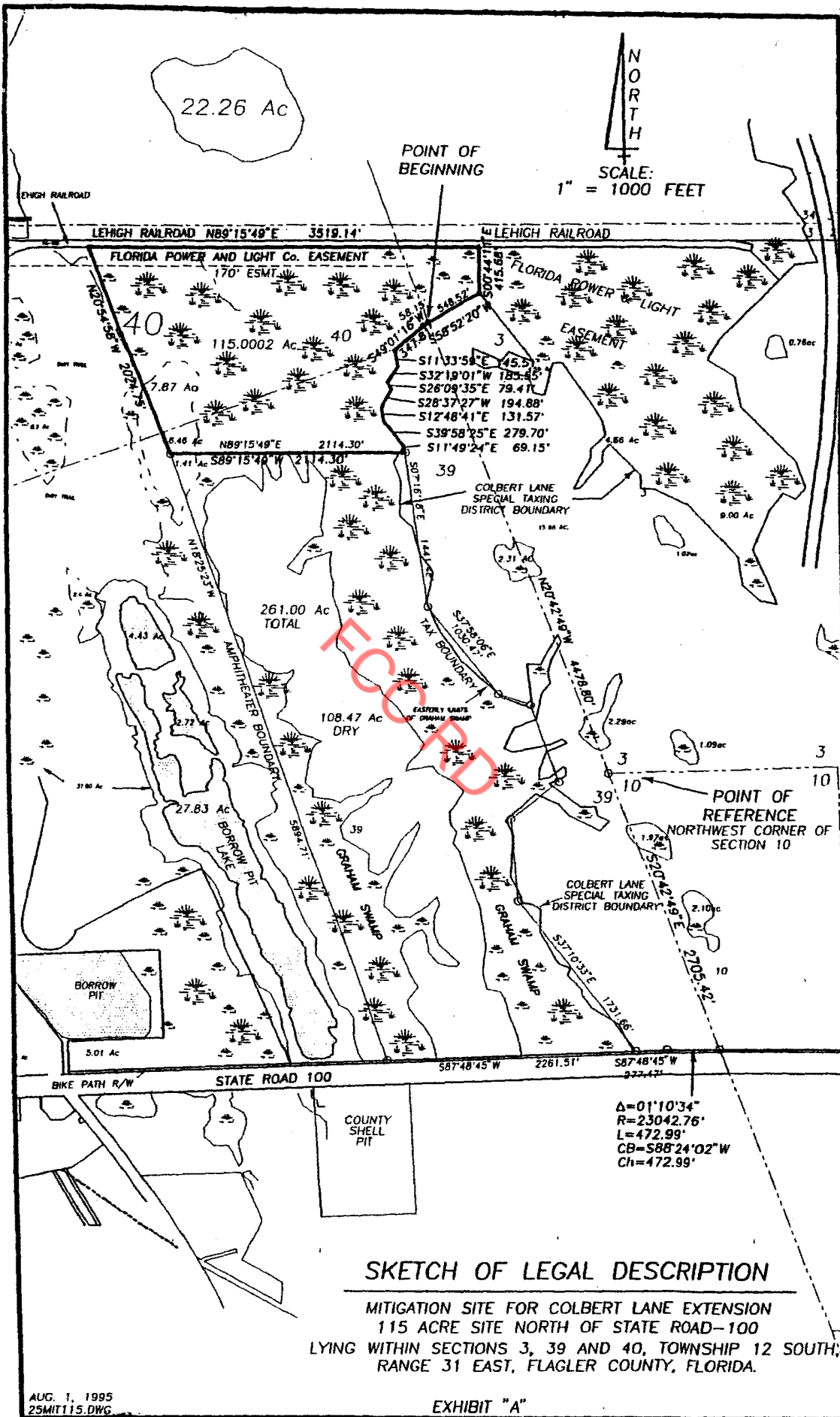
A parcel of land lying within Government Sections 3, 39 and 40, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the Southwest corner of Government Section 3, Township 12 South, Range 31 East, thence North 20°42'49" West along the West line of Section 3 a distance of 4478.80 feet to the POINT OF BEGINNING of this description, thence South 58°52'20" West a distance of 58.15 feet, thence South 49°01'16" West a distance of 347.81 feet, thence South 11°33'59" East a distance of 145.51 feet, thence South 32°19'01" West a distance of 185.55 feet, thence South 26°09'35" East a distance of 79.41 feet, thence South 28°37'27" West a distance of 194.88 feet, thence South 12°48'41" East a distance of 131.57 feet, thence South 39°58'25" East a distance of 279.70 feet, thence South 11°49'24" East a distance of 69.15 feet to a point being the northeast corner of a 261.00 acre parcel of land to be sold to the Florida Department of Transportation, thence South 89°15'49" West along the North line of said parcel a distance of 2114.30 feet, thence North 20°54'58" West a distance of 2024.75 feet to a point on the South line of the Lehigh Railroad right-of-way line (60'R/W), thence North 89°15'49" East along said railroad right-of-way a distance of 3519.14 feet, thence departing said railroad right-of-way South 00°44'11" East a distance of 415.68 feet, thence South 58°52'20" West a distance of 548.52 feet to the POINT OF BEGINNING.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 115.0002 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the West line of Government Section 3, Township 12 South, Range 31 East, being North 20°42'49" West.



PREPARED BY AND RETURN TO:
William Abrams, Esq.
St. Johns River Water Management District
4049 Reid Street / Highway 100 West
Palatka, FL 32177

Property Appraisers Parcel Nos: 48-11-31-0000-01010-0040; 07-11-31-7081-00001-0003;
42-11-31-0000-01010-0010; 17-11-31-0000-01020-0000; 18-11-31-0000-02010-0020; 19-11-
31-0000-01010-0010; 20-11-31-0000-01010-0000; 50-11-31-0000-01010-0000; 53-11-31-0000-
01010-0000; 51-11-31-0000-01020-0000; 52-11-31-0000-01010-0020; 29-11-31-0000-01010-
0020; 22-11-31-0000-02020-0050; 27-11-31-0000-01010-0020; 28-11-31-0000-03000-0000; 34-
11-31-0000-01010-0020; 33-11-31-0000-01010-0010; 54-11-31-0000-01010-0010; 40-12-31-
0000-01010-0020; 03-12-31-0000-01010-0020; 03-12-31-0000-01010-0040; 40-12-31-0000-
01010-0000; 39-12-31-0000-01010-0100; 21-11-31-0000-01010-0020.

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax pursuant to 12B-4.014(10), F.A.C.

PERPETUAL CONSERVATION EASEMENT

THIS INDENTURE, made and entered into this 11th day of June, 2014, by and between **Flagler County, Florida, a political subdivision of the State of Florida**, whose mailing address is 1769 East Moody Blvd., Building #2, Suite 301, Bunnell, Florida 32110 (hereinafter referred to as the "Grantor") and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes**, whose address is Post Office Box 1429, Palatka, Florida 32178-1429 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property lying and being situated in Flagler County, Florida, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and,

WHEREAS, the Property was donated to Grantor by Grantee pursuant to the Grantee's 2012 Lands Assessment Implementation Plan adopted by Grantee's Governing Board in December 2012; and

WHEREAS, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving the natural value and character of the Property by conveyance to the Grantee of a Perpetual Conservation Easement (hereinafter referred to as the "Easement") on, over and across the Property, which shall conserve the ecological and hydrological integrity of the Property, conserve and protect the animal and plant populations on the Property, and prohibit certain further development activity on the Property.

NOW, THEREFORE, the Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, hereby voluntarily grants and conveys to the Grantee and its successors and assigns forever this Easement pursuant to Section 704.06, Florida Statutes, on, over, upon, and across the Property of the nature, character, and extent hereinafter set forth.

I. PURPOSE OF THE EASEMENT.

The purpose of this Easement is to foster, preserve and protect, in perpetuity, the ecological, biological and hydrological integrity of the Property, including the Property's natural features, water resource benefits, cultural attributes, wildlife and plant life features, and recreational values, and to prevent any development or other use of the Property that interferes with the accomplishment of these purposes.

II. PROHIBITIONS AND RESTRICTIONS ON USE.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited; provided, however, that uses expressly authorized under Section III and/or a Management Plan approved by the Grantee, as described in Section VII below ("Management Plan"), are not prohibited:

- 1. Uses.** Except as may be expressly allowed under Section III herein, no commercial, residential, agricultural or industrial activity shall be undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with said activities.
- 2. Roads.** Except as may be expressly allowed under Section III herein, no additional roads or paving of existing roads is allowed.
- 3. Waters.** No topographical or hydrological modifications or activities detrimental to water quality or quantity shall be allowed, except that Grantor may maintain the existing culvert on the Property, as identified in the Easement Documentation Report described in Section VI below ("Easement Documentation Report"). Grantor may, subject to applicable permitting requirements, install wells for the activities allowed under this Easement and undertake activities to enhance or restore natural communities on the Property, as provided for in Section III below. However, there shall be no commercial water wells on the Property.
- 4. Drainage and Wildlife.** There shall be no activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

5. **Revenues Produced from the Property.** Revenues produced from any use of the Property must be dedicated to the program for management or restoration of the Property.
6. **Construction and Fences.** Except as may be expressly allowed under this Easement, there shall not be any construction of or the placing of buildings, mobile homes, utilities, infrastructure, roads or other structures on, under, or above the ground. The construction and maintenance of fences permitted under this Easement shall not substantially impede the movement of wildlife (“Wildlife Friendly”) upon, onto, or across the Property.
7. **Dumping.** There shall be no dumping or placing of trash, solid or liquid waste (including sludge material and biowaste), or hazardous materials, wastes or substances, toxic waste or substances, pollutants or contaminants, or unsightly or offensive materials, including but not limited to those as defined by the Federal Solid Waste Disposal Act (“SWDA”), the Federal Clean Air Act (“CAA”), the Federal Clean Water Act (“CWA”), the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), the Federal Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Federal Emergency Planning and Community Right-To-Know Act (“EPCRA”), the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”), the Toxic Substances Control Act (“TSCA”), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as “Contaminants”) on the Property. This prohibition shall not be construed to include customary lawful accumulation of agricultural waste generated as a result of allowed activities under Section III nor prohibit the use and lawful application of chemicals, pesticides, herbicides or fertilizers, dirt, soil, rock, shell and other materials in accordance with the activities allowed under this Easement.
8. **Concentrated Animal Feeding Operations.** There shall be no concentrated animal feeding areas for bovine, swine, poultry or other animals on the Property.
9. **Invasive Exotic Species.** Grantor shall not plant, nor take any action to intentionally encourage the spread of, Invasive Exotic Species on the Property, and shall use best efforts to control the spread of any Invasive Exotic Species on the Property. Invasive Exotic Species shall mean those invasive exotic plants described in Category I or Category II of the Florida Exotic Pest Plant Council’s (or its successor’s) list of Invasive Species, as it is periodically updated.

10. Pesticides, Herbicides and Fertilizer. Pesticides, herbicides, and fertilizer must be applied in accordance with manufacturer's label instructions, and such use shall be included in the Management Plan described in Section VII below. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with Best Management Practices ("BMPs"), described in Section V below.

11. Mining, Excavation, Filling and Dredging. Except as otherwise allowed under Section III of this Easement, there shall be no mining, drilling, excavation, filling or dredging on the Property. Under no circumstance shall there be any exploration for or extraction of oil or gas (including all petroleum or hydrocarbons), sand, loam, peat, gravel, phosphate, rock, soil, or other surface or subsurface material for commercial purposes. Grantor is not precluded from selling soil that is removed from the Property in the accomplishment of an authorized restoration or enhancement activity provided for under Section III herein, provided said sale is a component of the approved activity and the proceeds of said sale are dedicated to the management or restoration of the Property.

12. Commercial Signs or Billboards. Except for signs identifying the Property or the allowed activities thereon, or regulatory signs such as "No Hunting" and "No Trespassing", there shall be no commercial signs or billboards, temporary or permanent, constructed, placed or maintained upon the Property.

13. Conversion of Natural Areas and Wetlands. Except as authorized in Section III, areas identified in the Easement Documentation Report as Natural Areas and Wetlands shall not be converted to other land uses or more improved uses.

14. Historical, Archaeological and Cultural Resources. There shall be no acts or uses of the Property inconsistent with the "Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties, 2013", as may be revised from time to time. As of the date of this Easement, three areas on the Property are reported in the Florida Division of Historical Resources Master Site File.

15. Sale and Subdivision. There shall be no direct or indirect subdivision of the Property. Also, Grantor shall not transfer or convey title to the Property without the prior written consent of Grantee, pursuant to Section III.2.

III. RIGHTS RESERVED TO GRANTOR.

Grantor reserves unto itself, its successors and assigns, all rights accruing from its ownership of the Property that are not inconsistent with the purposes of this Easement. Grantor's reserved rights include the right to engage in or permit or invite others to engage in all uses of the Property that: (a) are not expressly prohibited herein; (b) are expressly provided for in the

Management Plan, and (c) follow Best Management Practices, as described in Section V.16 herein ("BMPs"), and (d) include the following reserved rights:

1. **Fee Simple Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title absolute in the Property. Further Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement.
2. **Sale or Lease of Property.** Grantor shall have the right to sell or lease the Property provided that prior written consent is received from Grantee, which consent shall not be unreasonably withheld. Grantor shall provide to Grantee within 10 days of any sale or conveyance of any interest in the Property a copy of the fully executed and recorded instrument of conveyance.
3. **Roads, Trails and Firebreaks.** Grantor may maintain the existing trail roads and trails on the Property, as identified in the Easement Documentation Report. Grantor may construct unpaved roads to access structures and facilities and construct trails, as set forth in the Management Plan. When siting such new access roads and trails, Grantor agrees to use a practicable direct route that does not otherwise violate the terms of this Easement. Road and trail construction may include ancillary ditches, culverts and crossings, provided there is no detrimental alteration of hydrology. Typical construction and maintenance activities may include disking, plowing, grading, excavating and the application of clay, gravel, shell or other like material. Grantor may maintain existing fire lines and breaks, as well as plow new fire lines and breaks as reasonably required for fire prevention and/or control. All such construction and maintenance shall be subject to any applicable permitting requirements, shall be included within the Management Plan, and shall be in accordance with the applicable Best Management Practices ("BMP's" as described in Section V.16 herein).
4. **Structures, Recreational Trails, Boardwalks and Surfaces.**
 - a. **Structures, Facilities, Wells and Cell Tower.** Grantor reserves the right to repair and replace in their existing size and location the structures and associated facilities located on the Property, at the time of closing, and to pave the existing Old Kings Road Parking area identified in the Easement Documentation Report (meeting stormwater standards in effect at the time) and add a restroom facility no greater than 1,000 square feet.

In addition, Grantor is allowed to construct new improvements including, but not limited to, restrooms, shelters, pavilions, observations towers, or other improvements as provided for in the Management Plan, subject to the following: (i) the total maximum square feet of all new and existing rooftop structures shall not be more than 11,000 square feet, or as may otherwise be provided for in the Management Plan, whichever is greater; (ii) said rooftop structures must be compatible with resource-based public recreational uses; and (iii) said rooftop structures may only be located in Uplands and/or Disturbed Areas, as identified in

the Easement Documentation Report or as otherwise identified through field verification and approved by Grantee.

Grantor may construct single-track mountain bike trails and related amenities within the Disturbed Area, as identified in the Easement Documentation Report.

Subject to applicable permitting requirements, Grantor is allowed to construct new recreational trails and boardwalks within the Uplands and the Disturbed Area. New trails and boardwalks may also be constructed outside the Uplands and/or Disturbed Area if approved as an amendment to the Management Plan. The new trails shall include, but not be limited to the Palm Coast Trail – Proposed Phase II Trail Extension running from the Old Kings Trailhead south to the Lehigh Trail, as shown in the Easement Documentation Report.

Grantor may, subject to applicable permitting requirements, install wells for the structures and activities allowed under this Easement. Grantor also reserves the right to construct, or cause to be constructed, one cell tower and associated access road, on the Property, in the area generally depicted in the Easement Documentation Report, subject to all applicable permitting requirements. The tower site may be fenced to a height of six (6) feet with barbed wire at its top in order to deter unlawful entry.

b. Impervious Surfaces. The areas identified in Section III above are the only new areas of impervious surface that may be improved in the future except as otherwise authorized in the Management Plan or specifically approved by the Grantee.

5. Silviculture.

a. Uplands. Grantor shall have the right to conduct silviculture operations and harvest timber on the Property only in the Uplands identified in the Easement Documentation Report, or as otherwise identified through field verification and approved by Grantee, provided BMPs are followed, plantings are in native or indigenous vegetation that is appropriate for the habitat, bedding is prohibited, and operations and harvest plans are described in the Management Plan.

b. Wetlands. Wetlands are those areas depicted as Wetlands in the Easement Documentation Report (“Wetlands”). In emergency situations that pose an imminent threat to the resource and/or public safety, Grantee is authorized to preemptively cut trees and vegetation in the Wetlands, such as in defensive measure for wildfires. Grantor must provide Grantee at least three days advance notice before preemptively cutting trees or vegetation in the Wetlands in defensive measure against infestation or disease. Subject to applicable permitting requirements, wetland road crossings associated with timber extractions are authorized, provided BMPs are followed.

c. **Disaster Harvesting.** Salvage harvesting following natural disasters, including but not limited to insect infestations, floods, drought, storms, plant disease, or wildfires, shall be allowed in all areas of the Property in accordance with applicable BMPs. Following such natural disasters, all site preparation and re-establishment activities will be conducted according to BMPs. However, Grantor is not required to re-establish areas following natural disasters.

6. **Resource-based Recreation and Non-native or Nuisance Animals.** Grantor reserves the right for itself and the public to use the Property for resource-based recreational activities, including, but not limited to, fishing, horseback riding, camping, hiking, bicycling, boating, and birding, to the extent possible considering the environmental sensitivity of the Property, and (i) said activities are in compliance with section 373.1391, Florida Statutes, (ii) said activities are included in the Management Plan, (iii) maintenance and construction of single-track type mountain bike trails as defined by the International Mountain Bicycling Association (IMBA) are located only within the Disturbed Area identified in the Easement Documentation Report (also identified in the *2010 Graham Swamp Conservation Area Land Management Plan* as the "Spoil Area"); and (iv) said activities do not interfere with the accomplishment of the purposes of this Easement. Grantor reserves the right to control nuisance or non-native animals. All of the foregoing activities shall be conducted in compliance with applicable federal, state and local laws.

7. **Access.** Grantor retains the right to control and limit all access to the Property subject to the Grantee's right of access as herein granted.

8. **Restoration and Enhancement.** Grantor shall retain the right to engage in activities on the Property designed to enhance or restore the natural communities on the Property, provided Grantee is notified in writing prior to the commencement of such activities, and provided such activities are properly permitted by the appropriate authority and are described in the Management Plan.

9. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and of quiet use and enjoyment.

IV. **GRANTEE'S AFFIRMATIVE RIGHTS.**

Subject to the rights and interests of Grantor herein reserved, Grantor gives, grants and conveys the following affirmative rights to Grantee:

1. Grantee shall have visual and physical access to the Property for the purposes of:
 - a. inspection, monitoring, and enforcement of the terms and conditions of this Easement, including, but not limited to, the prohibitions and restrictions on use set forth in Section II, *supra.*; and

b. scientific investigation and to monitor water resources on the Property, including the right to install wells and monitoring equipment.

Grantee shall furnish Grantor with reasonable advance notice of any physical access to or inspection of the Property.

2. As provided in Section V below, Grantee shall have the right to enforce, by proceedings at law or in equity, compliance with this Easement, including, but not limited to, the right to require restoration by Grantor of the Property to the pre-violation condition.

3. Grantor acknowledges and agrees that all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as may be specifically reserved to the Grantor in this Easement, are hereby irrevocably transferred to the Grantee. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been transferred by this Easement shall be transferred to any other land pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

V. GENERAL PROVISIONS.

1. **Grantee's Remedies.** In the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give notice to Grantor in accordance with the Notice provisions of this Section ("Notice of Violation"). Failure by Grantor to initiate curative action within fifteen (15) days of receipt of the Notice of Violation and to discontinue, abate, or cure the violation within thirty (30) days after receipt of the Notice of Violation, or a longer period of time if provided for in the Notice of Violation, shall entitle Grantee to bring an action at law or in equity before a court of competent jurisdiction to: (i) enforce the terms of this Easement; (ii) require the restoration of the Property to the condition that existed prior to such activity; (iii) recover liquidated damages in lieu of restoration of harvested sod or timber in the event Grantor harvests or causes to be harvested sod or timber in violation of this Easement, Grantor stipulates to liquidated damages for such violation in an amount equal to four hundred percent (400%) of the then fair market value of the harvested sod or timber; provided, however, nothing herein shall be construed to alter or waive Grantee's right to seek restoration of any portions of the Property altered in violation of this Easement; (iv) enjoin such noncompliance by a temporary or permanent injunction in a court of competent jurisdiction; (v) seek a mandatory injunction in a court of competent jurisdiction to compel Grantor to take such corrective action as required to remedy the violation; (vi) recover any damages arising from noncompliance with this Easement; and/or (vii) invoke its fee reverter rights, as provided for in the deed of

conveyance from Grantee to Grantor, recorded immediately preceding this Easement in the Official Records of Flagler County, Florida, whereby Grantee has the option of requiring Grantor to return to Grantee all right, title and interest in the Property if the terms of the Easement are violated by Grantor. Damages arising from noncompliance with this Easement, when recovered, may be applied by Grantee, in its sole discretion, to corrective action on the Property.

a. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire; provided, however, that Grantee shall provide notice to Grantor of the violation and Grantee's actions to prevent or mitigate said damage at the earliest feasible time.

b. Grantee does not waive or forfeit the right to take such action as may be necessary to ensure compliance with this Easement by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by Grantee in acting to enforce any restriction or exercise any rights under this Easement.

c. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Property or plant or animal life thereon due to causes beyond Grantor's control, such as, without limitation, changes caused by fire, flood, storm, earthquake, major plant or animal disease, acts of God, or the unauthorized wrongful acts of third persons. In the event of violations of this Easement caused by wrongful acts of unauthorized persons, if Grantee requests, Grantor agrees to assign such right of action to Grantee, to join in any suit and/or to appoint Grantee as attorney-in-fact of Grantor for the purposes of pursuing an action against such third person.

2. **Recordation.** Grantee shall record this Easement in the Official Records of Flagler County, Florida, and provide the Grantor with a copy of the Easement with recording information affixed thereto within thirty (30) days of the date hereof. Grantee may re-record this Easement at any time Grantee may so require to preserve its rights. Grantee shall pay all recording costs necessary to record this Easement in the public records.

3. **Taxes and Assessments.** Grantor agrees to pay when due any real estate taxes or other assessments levied on the Property. Upon request of Grantee, Grantor shall furnish to Grantee timely proof of such payment. In the event that Grantor fails to pay any tax or assessment on the Property when due, Grantee, subject to the notice and cure provision of this Easement and in Grantee's absolute discretion, may pay such tax or assessment. Notwithstanding the foregoing provisions, Grantor shall have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such taxes or

assessments, and in connection with and during the pendency of such contest, the Grantor may refrain from paying such taxes or assessments.

4. **Transfers by Grantor.** Grantor agrees that Grantee's written approval is necessary prior to the transfer of any fee simple interest in the Property. Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate by specific reference to this Easement's Public Records recording information the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in the Property, including, without limitation, a leasehold or other possessory interest. The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

5. **Modification.** The terms and conditions of this Easement may be modified only by mutual agreement, in writing, between the Grantor and the Grantee, or their respective successors or assigns and shall be recorded in the Public Records of Flagler County, Florida.

6. **Attorneys' Fees and Costs.** In any dispute between Grantor and Grantee arising out of this Easement which results in the filing of a lawsuit, each party in such action shall bear its own attorney fees and costs (including fees and costs of appeal) incurred by such party in regard to this dispute.

7. **Successors and Assigns.** The terms "Grantor" and "Grantee" as used herein shall include, without limitation, the successors and assigns of Grantor and Grantee. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of such Grantor and Grantee and shall continue as a servitude running in perpetuity with the Property.

8. **Notices.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Flagler County
 Attn: Flagler County Administrator
 1769 E. Moody Boulevard, Bldg 2, Suite 301
 Bunnell, FL 32110

With a copy to: Flagler County
 Attn: Flagler County Attorney
 1769 E. Moody Boulevard, Bldg 2, Suite 303
 Bunnell, FL 32110

To the Grantee: St. Johns River Water Management District
 Bureau Chief, Bureau of Real Estate Services
 4049 Reid Street
 Palatka, Florida 32177
 Telephone: (386) 329-4335 Fax: (386) 329-4103

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery or within five (5) days from the date of mailing if sent by registered or certified mail.

9. Good Faith Covenant. Each party hereto agrees that it shall act in good faith and deal fairly with the other party in performing its obligations and enforcing its rights as set forth in this Easement. Each party affirmatively commits to fulfill its obligations under this Easement honestly and with diligence and integrity. Each party further agrees to avoid impairing the other's performance, and each shall cooperate with the other party to fulfill its obligations timely and efficiently.

10. Mediation. From time to time, the terms and conditions of this Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee may submit such issue to mediation. Mediation shall be held at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than ninety (90) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator who is mutually acceptable to both Grantor and Grantee and having expertise in the subject matter in dispute. This mediation provision is intended to apply to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Easement. In no event shall this mediation provision supplant or impede election of the remedies set forth in Paragraph V.1. herein.

11. Construction of Document. As used herein "shall" is always mandatory. This Easement was jointly prepared by the parties upon the review and advice of their respective legal counsel. It is the intent of the parties that, in construing the intent of the parties hereto, there shall be no presumption in favor of either party by virtue of which party is primarily responsible for drafting this Easement.

12. Sovereign Immunity and Regulatory Authority. Nothing in this Easement shall be construed to constitute a waiver of the Grantor or Grantee's sovereign immunity over and above the waiver of sovereign immunity set forth in

section 768.28, Florida Statutes, or waiver of any other statutory or common law immunity, including the recreational use immunity of the Grantee set forth in section 373.1395, Florida Statutes. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantor or Grantee, or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

13. Condemnation. If the Property, or any portion thereof, is condemned under the power of eminent domain, or determined necessary for public utility purposes, Grantee and Grantor shall be entitled to compensation in accordance with applicable law to the extent and in the proportion that the rights of each party are affected by any such act of condemnation.

14. Environmental Warranty and Indemnification. Grantor shall not take any action to cause the Property to fail to be in compliance with applicable Environmental Laws. Moreover, subject to the limits of liability provided by Section 768.28, Florida Statutes, Grantor hereby indemnifies and agrees to save, defend and hold harmless, to the extent allowed by law, Grantee from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs and other liabilities (whether legal or equitable in nature including, without limitations, attorney's fees and costs) claimed or asserted by or on behalf of any person or governmental authority arising from or connected with the release or threatened release by Grantor of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws. Provided, however, in the event that Grantee is named or joined as a party in a suit or proceeding alleging a violation of Environmental Laws (or a violation by Grantor's agents, employees, invitees or guests), Grantee shall give Grantor timely notice of such suit or proceeding. Upon receipt of such notice, Grantor shall tender a defense of Grantee in such action or proceeding. Grantee shall have the right to reasonably approve Grantor's selection of counsel for such defense. So long as Grantor tenders and maintains such defense on behalf of Grantee, the indemnity provisions of this Paragraph shall not extend to attorney's fees and costs incurred or paid by Grantee in defense of such suit or proceeding if such fees and costs are independent of the defense tendered by Grantor.

The term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements regulating or imposing standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right to know, hazard communication, noise, radioactive materials, resource protection, subdivision, inland wetlands and water courses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect, including, but not limited to, as

amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect.

The term "Hazardous Materials" shall mean any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment. The term "Hazardous Materials" shall not include pesticides, herbicides, and fertilizer applied in accordance with (i) label instructions, (ii) any applicable permitting process, and (iii) any applicable BMPs.

15. General Indemnification. To the extent allowed by law, Grantor shall indemnify and hold harmless the Grantee, its employees, agents and assigns for any and all liabilities, claims, demands, losses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorney's fees and attorney's fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from Grantor's or its agent's contractor's, or invitee's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations by Grantor or its agents, contractors, or invitees of any federal, state or local laws, including all Environmental Laws, all subject to the limits of liability provided by Florida Statute 768.28.

16. Best Management Practices. As used in this Easement, the term "Best Management Practices" ("BMPs") shall be deemed to be those Best Management Practices that are or may be established for permissible uses of the Property by the Florida Department of Agriculture and Consumer Services ("DACs"), University of Florida Institute of Food and Agricultural Sciences ("IFAS"), Natural Resources Conservation Service ("NRCS"), the local soil and water conservation district, or in the absence of the foregoing, those BMPs then utilized as the prevailing practices for such use.

VI. EASEMENT DOCUMENTATION REPORT. Grantor and Grantee acknowledge and agree that an Easement Documentation Report (the "Report") of the Property was prepared prior to closing and attached hereto as Exhibit "B". Grantor and Grantee acknowledge and agree that the Report is based upon the best available data, but the limits depicted have not been fully verified. In the event a controversy arises with respect to the nature and extent of the physical, ecological or biological condition of the Property, the parties may utilize the Report and any other relevant documents, surveys, photographs, field inspections, or other information to assist in the resolution of the controversy. The Report shall serve, however, as the principal base line for the biological, ecological, and physical condition of the Property on the date of this Easement.

VII. MANAGEMENT PLAN AND ANNUAL REPORT.

1. Management Plan. Grantor and Grantee acknowledge that a Management Plan for the Property was prepared by Grantee prior to the donation of the Property to Grantor (the *2010 Graham Swamp Conservation Area Land Management Plan*) and that Grantor shall manage the Property in accordance with said Plan until such time as said Plan is revised by Grantor. The Management Plan, and any revision thereto, shall describe Grantor's uses, operations and improvements upon the Property as reserved or allowed to Grantor by this Easement. The Management Plan shall set forth Grantor's plans for silvicultural operations; public recreation (including appropriate limitation on the number of persons and vehicles utilizing the Property); use of pesticides, herbicides and fertilizers; wildlife management; construction, including, but not limited to, structures, roads and trails; restoration plans; and other land use activities upon the Property. The Management Plan shall specify that these activities are to be conducted upon the Property in accordance with the applicable BMPs and this Easement.

The Management Plan shall be subject to revision by amendment submitted by Grantor to Grantee's Bureau Chief, Bureau of Real Estate Services, pursuant to Paragraph V.8. herein. Proposed amendments shall be submitted for Grantee's review and approval no more frequently than semi-annually, but no less frequently than every ten (10) years. Grantee shall have up to sixty (60) days to review the Management Plan amendment and submit comments to Grantor or approve the amended Plan. If Grantee does not respond to Grantor within sixty days, the amendment shall be deemed to have been approved by Grantee. The Management Plan and each amendment shall be consistent with the purposes and provisions of this Easement.

2. Annual Report. Each year, on or before the anniversary date of the date of recording of this Easement, or such other date that is mutually agreed upon in writing by Grantor and Grantee, Grantor shall prepare and furnish to Grantee an annual report that includes: (i) a statement documenting Grantor's compliance with the Management Plan and the Easement for the preceding year; (ii) Grantor's activities upon and use of the Property during the preceding year; and (iii) Grantor's proposed activities upon and use of the Property during the current/upcoming year.

VIII. DUTY OF CARE. Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecological and hydrological character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement with regard to Grantor's ownership and occupancy of the Property.

(Signatures on following pages)

RECORDED

IN WITNESS WHEREOF, the parties hereto have duly executed this Easement, to become effective as of the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew M.
Print name: ANDREW MOSS

By: George Hanns
George Hanns
Chairman, Flagler County Commission

Rhea Cosgrove
Print name: RHEA COSGROVE

Attest: Lisa Funicello, DC
Print name: LISA FUNICELLO
Title: DEPUTY CLERK

STATE OF FLORIDA
COUNTY OF Flagler

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 10th day of June, 2014, by George Hanns, on behalf of Flagler County, Florida, who is personally known to me or who provided n/a as identification and who did not take an oath.



VICKIE M. HUNTER
COMMISSION DATE #EE104037
EXPIRATION DATE: JUNE 27, 2015

Vickie M. Hunter
NOTARY PUBLIC, State of Florida
My Commission Expires: June 27, 2015
My Commission No.: # EE 104037

Signed, sealed and delivered
in our presence as witnesses:

Lu Anne Wilson
Print Name: Lu Anne Wilson
Ruby F. Breed
Print Name: Ruby F. Breed

GRANTEE:
ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes

By: *Hans G. Tanzler III*
Name: **Hans G. Tanzler III**
Title: **Executive Director**
Attest: *William H. Congdon*
Name: **William H. Congdon**
Title: **General Counsel**

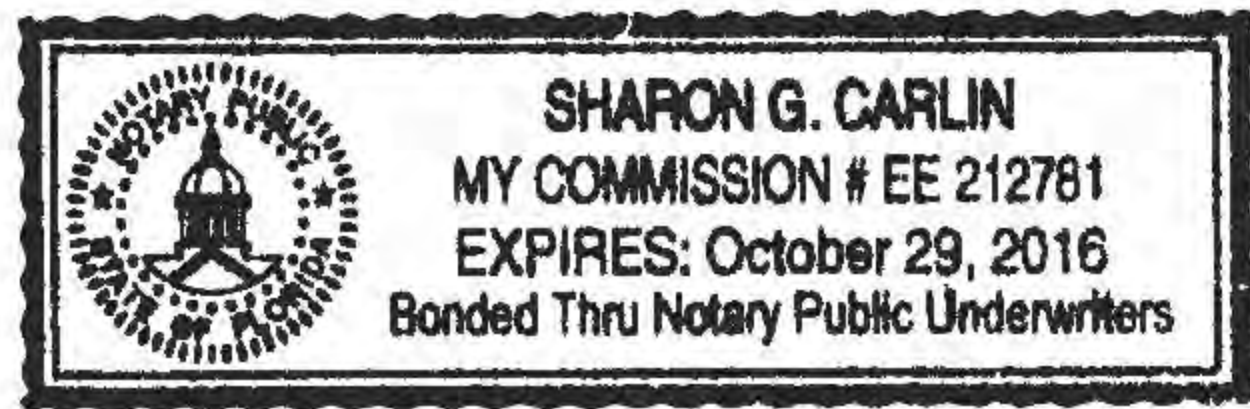
For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:

By: *William Abrams*
William Abrams, Esq.

RECORDED

STATE OF FLORIDA
COUNTY OF Putnam

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this
11th day of June, 2014, by Hans G. Tanzler III, as Executive Director of the St.
Johns River Water Management District, on behalf of the District, who is personally known to
me.



Sharon G. Carlin
NOTARY PUBLIC, State of Florida
My Commission Expires: 10/29/2016
My Commission No.: EE212781
Sharon G. Carlin

EXHIBIT "A" (Page 1 of 6)

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.

Date; November 21, 1995.

Graham Swamp, SJRWMD purchase.

DESCRIPTION:

A parcel of land lying within Government Sections 17, 18, 19, 20, 21, 22, 27, 28, 29, 33, 34, 42, 50, 51, 52, 53 and 54, Township 11 South, Range 31 East, Government Sections 3 and 40, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF REFERENCE being the southwest corner of Government Section 22, Township 11 South, Range 31 East, thence North $88^{\circ}53'11''$ East along the South line of Section 22 a distance of 429.08 feet to the POINT OF BEGINNING of this description, thence departing said Section Line South $16^{\circ}42'45''$ East a distance of 269.25 feet, thence South $52^{\circ}45'41''$ West a distance of 121.63 feet, thence South $60^{\circ}38'42''$ East a distance of 233.55 feet, thence North $57^{\circ}33'16''$ East a distance of 458.03 feet, thence North $87^{\circ}43'12''$ East a distance of 210.59 feet, thence South $19^{\circ}42'53''$ West a distance of 40.68 feet thence South $75^{\circ}30'00''$ East a distance of 44.12 feet to a point on the westerly right-of-way line of a 15' strip of land for pedestrian/bicycle path use recorded in Official Records Book 474, Pages 820 through 823, thence along said westerly right-of-way line the following courses South $10^{\circ}05'32''$ West a distance of 926.81 feet to a point of curvature, concave Northeasterly, thence Southerly a distance of 1887.48 feet along the arc of said curve to the left having a central angle of $68^{\circ}39'48''$, a radius of 1575.00 feet, a chord bearing of South $24^{\circ}14'22''$ East and a chord distance of 1776.54 feet to a point of tangency, thence South $58^{\circ}34'16''$ East a distance of 560.63 feet to a point of curvature, concave Southwesterly, thence Southeasterly a distance of 1700.10 feet along the arc of said curve to the right having a central angle of $40^{\circ}10'06''$, a radius of 2425.00 feet, a chord bearing of South $38^{\circ}29'13''$ East and a chord distance of 1665.49 feet to a point of tangency, thence South $18^{\circ}24'09''$ East a distance of 5460.63 feet to a point of curvature, concave Westerly, thence Southerly a distance of 1507.36 feet along the arc of said curve to the right having a central angle of $11^{\circ}29'11''$, a radius of 7519.00 feet, a chord bearing of South $11^{\circ}58'36''$ East and a chord distance of 1504.84 feet to the point of intersection with a non-tangent line, thence departing said proposed roadway South $83^{\circ}46'14''$ West a distance of 8.55 feet, thence South $83^{\circ}27'24''$ West a distance of 211.82 feet, thence South $44^{\circ}29'22''$ West a distance of 990.73 feet, thence South $29^{\circ}15'12''$ West a distance of 219.88 feet, thence South $57^{\circ}42'47''$ East a distance of 283.53 feet, thence South $12^{\circ}43'31''$ East a distance of 300.18 feet, thence South $45^{\circ}29'28''$ East a distance of 718.28 feet, thence South $19^{\circ}06'24''$ East a distance of 261.31 feet, thence South $44^{\circ}03'30''$ West a distance of 145.36 feet, thence North $62^{\circ}22'17''$ West a distance of 122.87 feet, thence South $39^{\circ}18'36''$ West a distance of 208.66 feet, thence South $23^{\circ}18'47''$ West a distance of 392.96 feet, thence South $22^{\circ}15'50''$ East a distance of 554.13 feet, thence North $79^{\circ}37'07''$ West a distance of 158.10 feet, thence North $47^{\circ}30'38''$ West a distance of 210.90 feet, thence North $08^{\circ}02'07''$ West a distance of 278.13 feet, thence North $42^{\circ}31'19''$ West a distance of 644.26 feet, thence North $63^{\circ}57'47''$ West a distance of 302.89 feet, thence North $85^{\circ}53'27''$ West a distance of 132.53 feet, thence North $03^{\circ}36'14''$ East a distance of 123.70 feet, thence North $43^{\circ}33'24''$ West a distance of 406.24 feet, thence South $43^{\circ}05'57''$ West a distance of 91.04 feet, thence South $04^{\circ}15'25''$ West a distance of 104.75 feet, thence South $40^{\circ}22'25''$ West a distance of 324.10 feet, thence South $80^{\circ}06'11''$ West a distance of 55.25 feet, thence North $27^{\circ}50'43''$ East a distance of 332.95 feet, thence North a distance of 85.47 feet, thence North $47^{\circ}33'46''$ East a distance of 191.77 feet, thence North $15^{\circ}15'48''$ West a distance of 155.15 feet, thence North $34^{\circ}00'46''$ West a distance of 636.31 feet, thence South $85^{\circ}20'40''$ West a distance of 87.82 feet, thence South $12^{\circ}52'08''$ West a distance of 314.39 feet, thence North $77^{\circ}50'07''$ West a distance of 101.47 feet, thence North $17^{\circ}19'15''$ West a distance of 156.79 feet, thence North $71^{\circ}16'17''$ West a distance of 309.76 feet, thence South $78^{\circ}29'33''$ West a distance of 105.55 feet,

EXHIBIT "A" (Page 2 of 6)

thence North 58°58'10" West a distance of 118.93 feet, thence North 00°58'16" East a distance of 127.06 feet, thence South 66°13'11" East a distance of 277.69 feet, thence North 39°57'04" East a distance of 104.92 feet, thence South 67°50'42" East a distance of 245.71 feet, thence North 37°03'07" West a distance of 803.78 feet, thence North 00°44'11" West a distance of 475.68 feet, thence South 89°15'49" West along the northerly line of the Lehigh Railroad right-of-way a distance of 3998.99 feet, thence departing said railroad right-of-way North 00°44'11" West a distance of 208.86 feet, thence North 17°41'36" West a distance of 3508.19 feet, thence South 89°10'12" West a distance of 833.01 feet, thence North 15°20'03" West a distance of 1688.94 feet, thence North 13°36'24" West a distance of 2525.96 feet, thence North 42°21'02" West a distance of 1094.08 feet, thence North 20°26'43" West a distance of 2138.13 feet, thence North 69°03'13" East a distance of 664.65 feet, thence North 20°17'51" West a distance of 142.01 feet, thence South 69°03'13" West a distance of 901.75 feet, thence North 11°45'24" West a distance of 3.26 feet, thence North 01°54'07" East a distance of 64.87 feet, thence North 12°43'33" West a distance of 47.49 feet, thence North 12°11'06" West a distance of 33.61 feet, thence North 22°25'29" West a distance of 45.85 feet, thence North 25°31'12" West a distance of 52.05 feet, thence North 78°14'10" East a distance of 50.37 feet, thence North 13°55'38" West a distance of 84.62 feet, thence South 79°42'21" West a distance of 36.14 feet, thence North 00°34'43" West a distance of 43.70 feet, thence South 89°25'17" West a distance of 35.00 feet, thence South 89°24'49" West a distance of 191.43 feet, thence North 08°42'57" East a distance of 238.76 feet, thence North 19°25'15" West a distance of 1583.14 feet, thence North 24°33'06" West a distance of 289.90 feet, thence North 32°26'09" West a distance of 430.26 feet, thence North 16°26'05" West a distance of 553.11 feet, thence North 24°10'56" West a distance of 802.64 feet, thence North 35°30'33" West a distance of 127.19 feet, thence South 71°49'42" West a distance of 35.00 feet, thence North 18°10'18" West a distance of 155.00 feet, thence South 71°49'42" West a distance of 167.00 feet, thence South 18°10'18" East a distance of 155.00 feet, thence South 71°49'42" West a distance of 1252.18 feet to a point on the easterly right-of-way line of Old Kings Road (66'R/W) said point being on a curve, concave Southwesterly, thence along said easterly right-of-way line the following courses Northwesterly a distance of 461.70 feet along the Arc of said curve to the left having a central angle of 18°03'08", a radius of 1465.39 feet, a chord bearing of North 40°09'23" West and a chord distance of 459.79 feet to a point of reverse curvature, concave Northeasterly, thence Northwesterly a distance of 532.87 feet along the arc of said curve to the right having a central angle of 21°49'02", a radius of 1399.40 feet, a chord bearing of North 38°16'26" West and a chord distance of 529.65 feet to a point of tangency, thence North 27°21'55" West a distance of 756.86 feet to a point of curvature, concave Southwesterly, thence Northwesterly a distance of 615.83 feet along the arc of said curve to the left having a central angle of 22°29'44", a radius of 1568.52 feet, a chord bearing of North 38°36'47" West and a chord distance of 611.88 feet to the point of intersection with a non-tangent line, thence North 89°11'03" East along the North line of Government Section 19 a distance of 25.75 feet to a point on a non-tangent curve, concave Southwesterly, thence Northwesterly along Old Kings Road a distance of 76.39 feet along the Arc of said curve to the left having a central angle of 02°45'38", a radius of 1585.52 feet, a chord bearing of North 50°32'17" West and a chord distance of 76.39 feet to a point of tangency, thence North 51°55'06" West a distance of 420.35 feet, thence departing Old Kings Road North 38°04'53" East a distance of 60.00 feet, thence South 51°55'06" East a distance of 30.00 feet, thence North 41°00'49" East along the southerly boundary of the Plat Bernard Meadows Section-81, Map Book 23, Pages 23 through 40 a distance of 165.15 feet to a point of curvature, concave Southerly, thence Northeasterly a distance of 1483.23 feet along the arc of said curve to the right having a central angle of 67°59'11", a radius of 1250.00 feet, a chord bearing of North 75°00'25" East and a chord distance of 1397.73 feet to a point of tangency, thence South 71°00'00" East a distance of 900.00 feet to a point of curvature, concave Northerly, thence Easterly a distance of 1358.74 feet along the arc of said curve to the left having a central angle of 45°00'00", a radius of 1730.00 feet, a chord bearing of North 86°30'00" East and a chord distance of 1324.08 feet to a point of tangency, thence North 64°00'00" East a distance of 1701.10 feet to a point on the East Line of Section 42,

EXHIBIT "A" (Page 3 of 6)

thence South 25°44'16" East along the East Line of Section 42 a distance of 2004.38 feet, thence South 25°18'43" East along the East Line of Section 50 a distance of 208.36 feet, thence departing Section 50 North 64°41'17" East a distance of 800.00 feet, thence North 31°07'01" East a distance of 1744.68 feet, thence South 89°53'38" East a distance of 2595.47 feet, thence South 23°57'25" East a distance of 94.80 feet, thence South 08°51'56" West a distance of 109.87 feet, thence South 03°23'14" East a distance of 208.02 feet, thence South 42°13'34" East a distance of 171.72 feet, thence North 87°40'06" East a distance of 165.10 feet, thence South 11°11'25" West a distance of 105.42 feet, thence South 62°15'40" West a distance of 181.91 feet, thence South 04°09'43" East a distance of 303.07 feet, thence South 39°18'17" East a distance of 208.34 feet, thence South 02°34'48" East a distance of 361.11 feet, thence South 36°40'38" East a distance of 142.77 feet, thence South 60°10'04" East a distance of 256.86 feet, thence South 31°32'40" East a distance of 131.73 feet to a point on the westerly right-of-way line of Colbert Lane Extension (215'R/W), thence South 12°18'31" East a distance of 172.40 feet, thence departing said right-of-way line South 02°09'53" East a distance of 2.98 feet, thence South 87°50'07" West a distance of 12.10 feet, thence South 04°21'31" West a distance of 28.04 feet, thence South 46°25'34" West a distance of 120.95 feet, thence South 03°36'47" West a distance of 203.48 feet, thence South 17°41'49" East a distance of 316.38 feet, thence South 35°09'38" East a distance of 115.05 feet, thence South 59°53'36" East a distance of 170.46 feet, thence South 25°07'13" East a distance of 342.34 feet, thence South 50°31'18" East a distance of 141.21 feet, thence South 20°13'12" East a distance of 195.14 feet, thence South 31°32'58" West a distance of 441.60 feet, thence South 15°13'26" West a distance of 258.73 feet, thence South 75°24'27" East a distance of 35.24 feet, thence South 12°01'18" West a distance of 450.50 feet, thence South 58°00'31" West a distance of 264.79 feet, thence South 12°26'08" West a distance of 169.77 feet, thence South 14°14'22" East a distance of 341.84 feet, thence South 16°18'06" West a distance of 127.31 feet, thence South 21°41'22" East a distance of 328.77 feet, thence South 50°13'05" East a distance of 204.61 feet, thence South 33°13'43" West a distance of 104.34 feet, thence South 31°50'57" East a distance of 595.97 feet, thence South 16°42'45" East a distance of 4.14 feet to the POINT OF BEGINNING.

Subject to existing easements to Florida Power and Light Co. recorded in Official Records Book 145, Pages 697 and 698 and Book 375, Pages 206 and 207, of the Public Records of Flagler County, Florida.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the South line of the Southwest Quarter (1/4) of Government Section 22, Township 11 South, Range 31 East, being North 88°53'11" East.

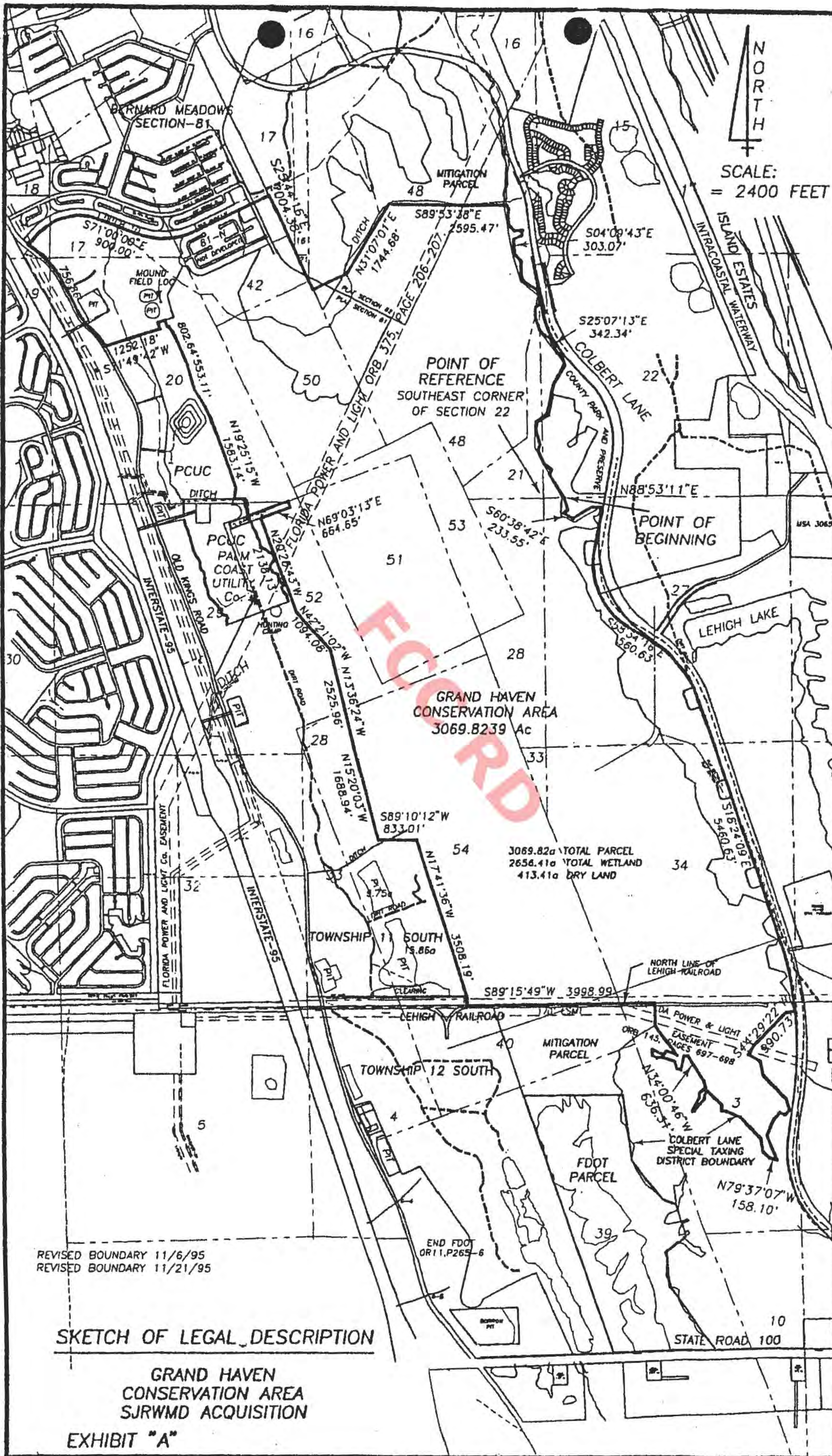


EXHIBIT "A" (Page 5 of 6)

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.

Date; August 1, 1995.

Mitigation parcel for Colbert Lane extension.

DESCRIPTION:

A parcel of land lying within Government Sections 3, 39 and 40, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the Southwest corner of Government Section 3, Township 12 South, Range 31 East, thence North 20°42'49" West along the West line of Section 3 a distance of 4478.80 feet to the POINT OF BEGINNING of this description, thence South 58°52'20" West a distance of 58.15 feet, thence South 49°01'16" West a distance of 347.81 feet, thence South 11°33'59" East a distance of 145.51 feet, thence South 32°19'01" West a distance of 185.55 feet, thence South 26°09'35" East a distance of 79.41 feet, thence South 28°37'27" West a distance of 194.88 feet, thence South 12°48'41" East a distance of 131.57 feet, thence South 39°58'25" East a distance of 279.70 feet, thence South 11°49'24" East a distance of 69.15 feet to a point being the northeast corner of a 261.00 acre parcel of land to be sold to the Florida Department of Transportation, thence South 89°15'49" West along the North line of said parcel a distance of 2114.30 feet, thence North 20°54'58" West a distance of 2024.75 feet to a point on the South line of the Lehigh Railroad right-of-way line (60'R/W), thence North 89°15'49" East along said railroad right-of-way a distance of 3519.14 feet, thence departing said railroad right-of-way South 00°44'11" East a distance of 415.68 feet, thence South 58°52'20" West a distance of 548.52 feet to the POINT OF BEGINNING.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 115.0002 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the West line of Government Section 3, Township 12 South, Range 31 East, being North 20°42'49" West.

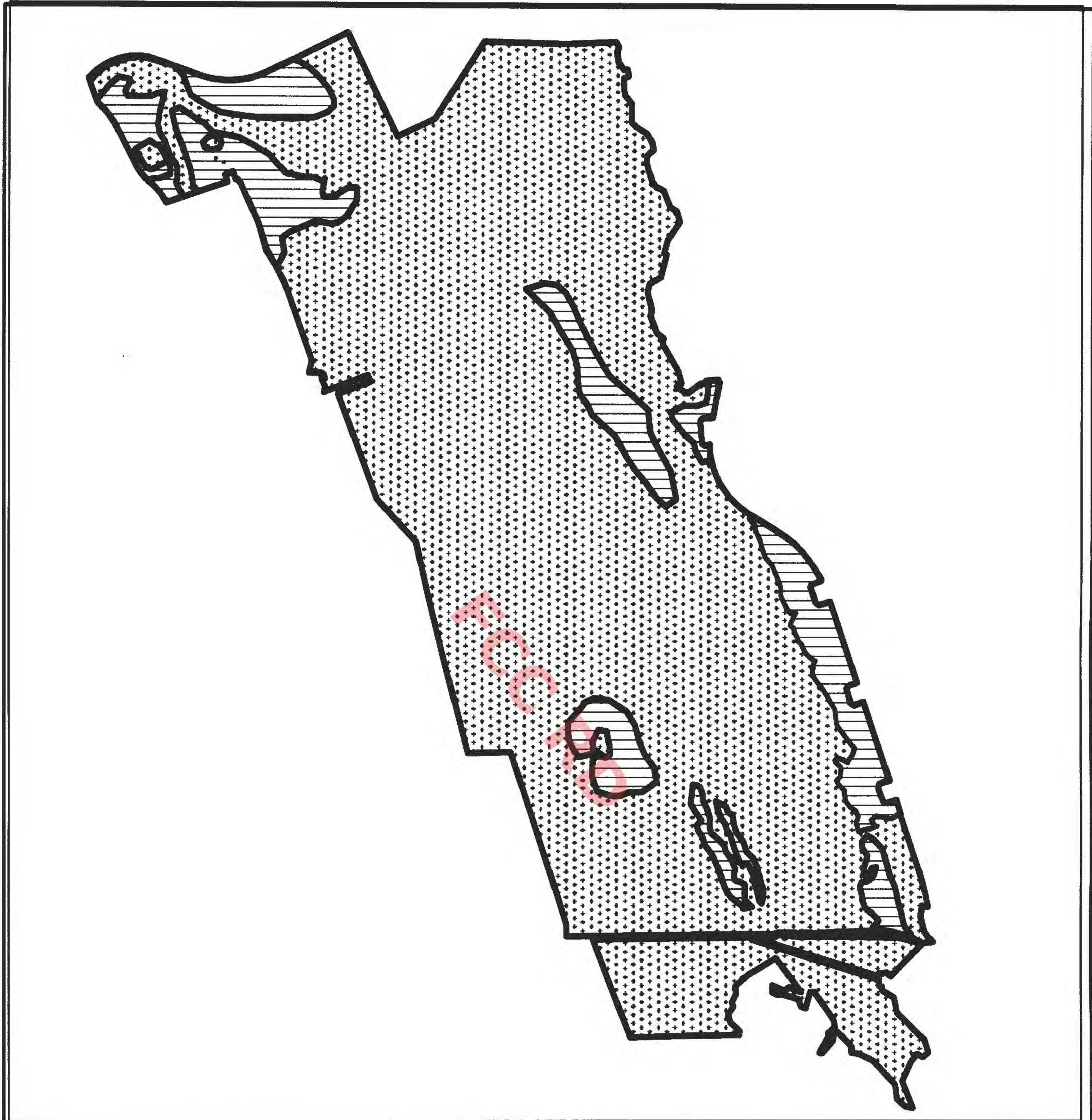
EXHIBIT "B"

EASEMENT DOCUMENTATION REPORT

The Easement Documentation Report consists of the following six maps:

- Map 1 - Uplands and Wetlands
- Map 2 - Natural Communities and Disturbed Area
- Map 3 - Trails and Structures
- Map 4 - Trails and Structures – Inset Map North
- Map 5 - Trails and Structures – Inset Map South
- Map 6 - Photo Points

FCCRD



Graham Swamp C. A.
Flagler County, Florida

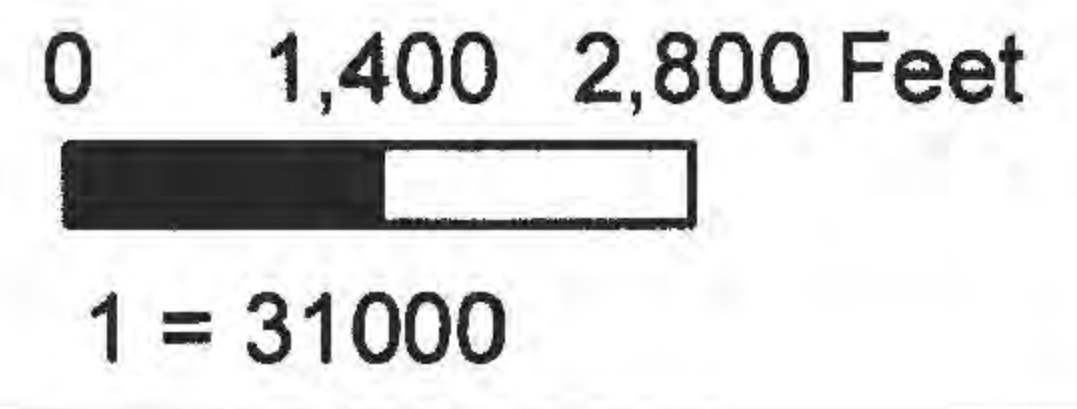
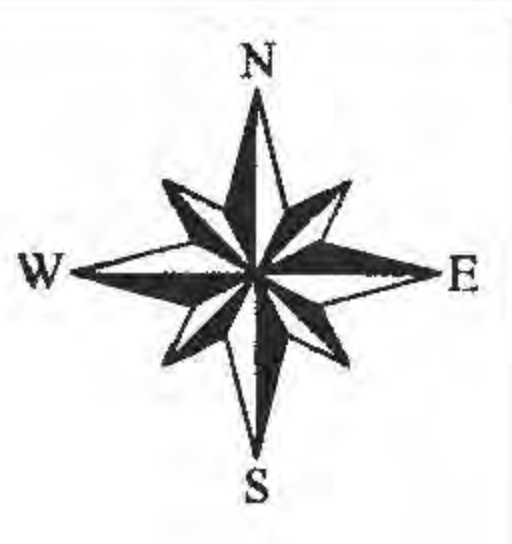
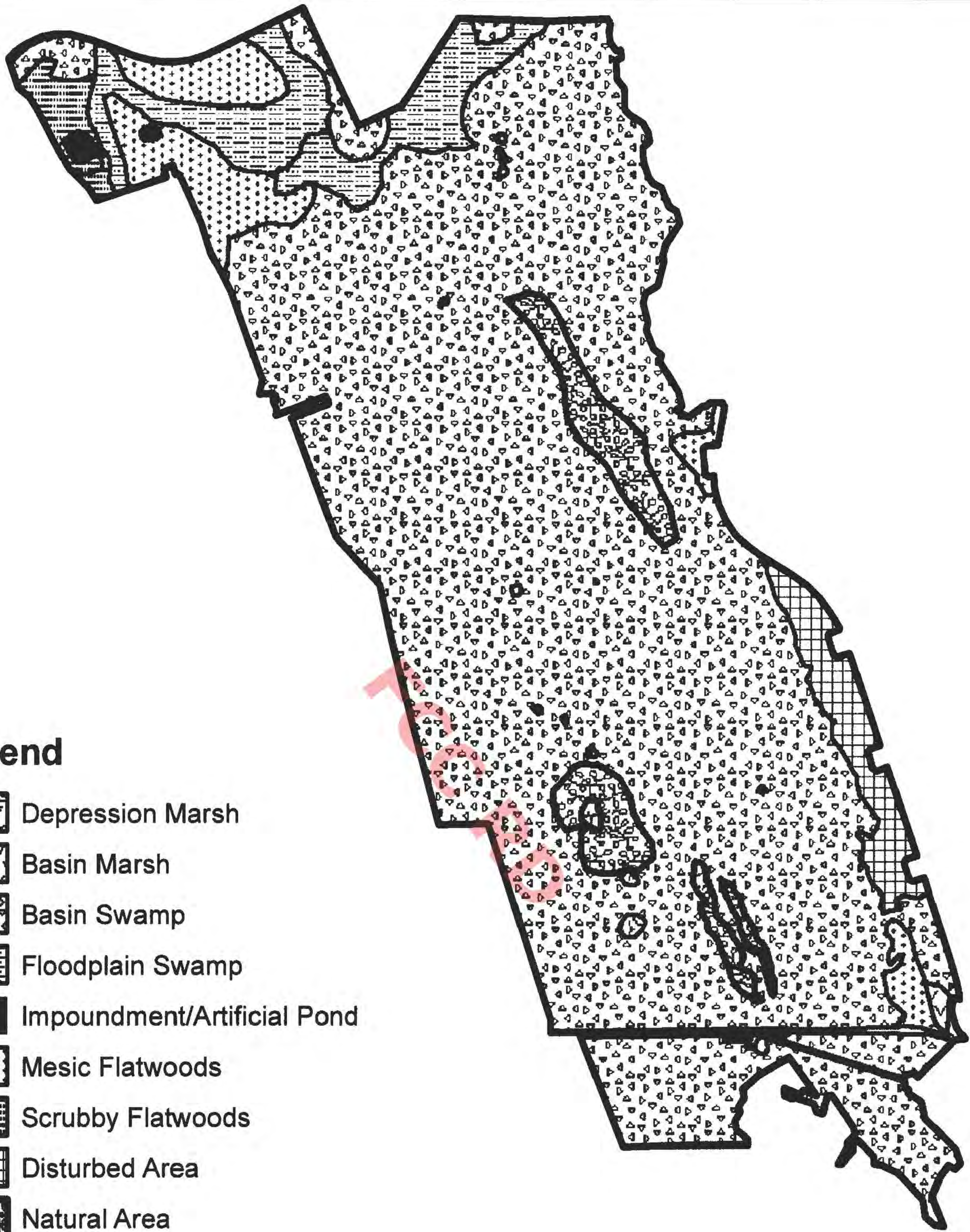



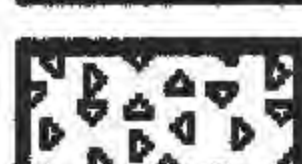




Exhibit B - Map 1
Uplands / Wetlands

-  Uplands
-  Wetlands

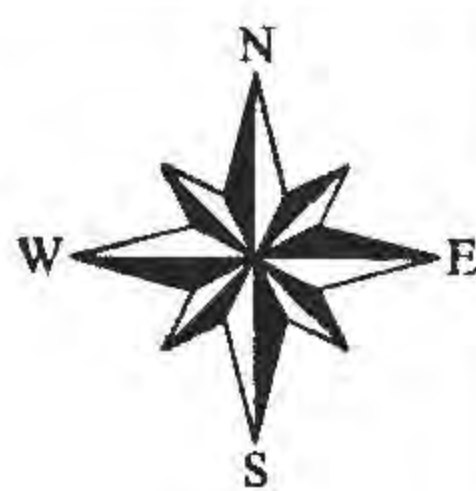
The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.



Legend

-  Depression Marsh
-  Basin Marsh
-  Basin Swamp
-  Floodplain Swamp
-  Impoundment/Artificial Pond
-  Mesic Flatwoods
-  Scrubby Flatwoods
-  Disturbed Area
-  Natural Area

Graham Swamp C. A.
Flagler County, Florida




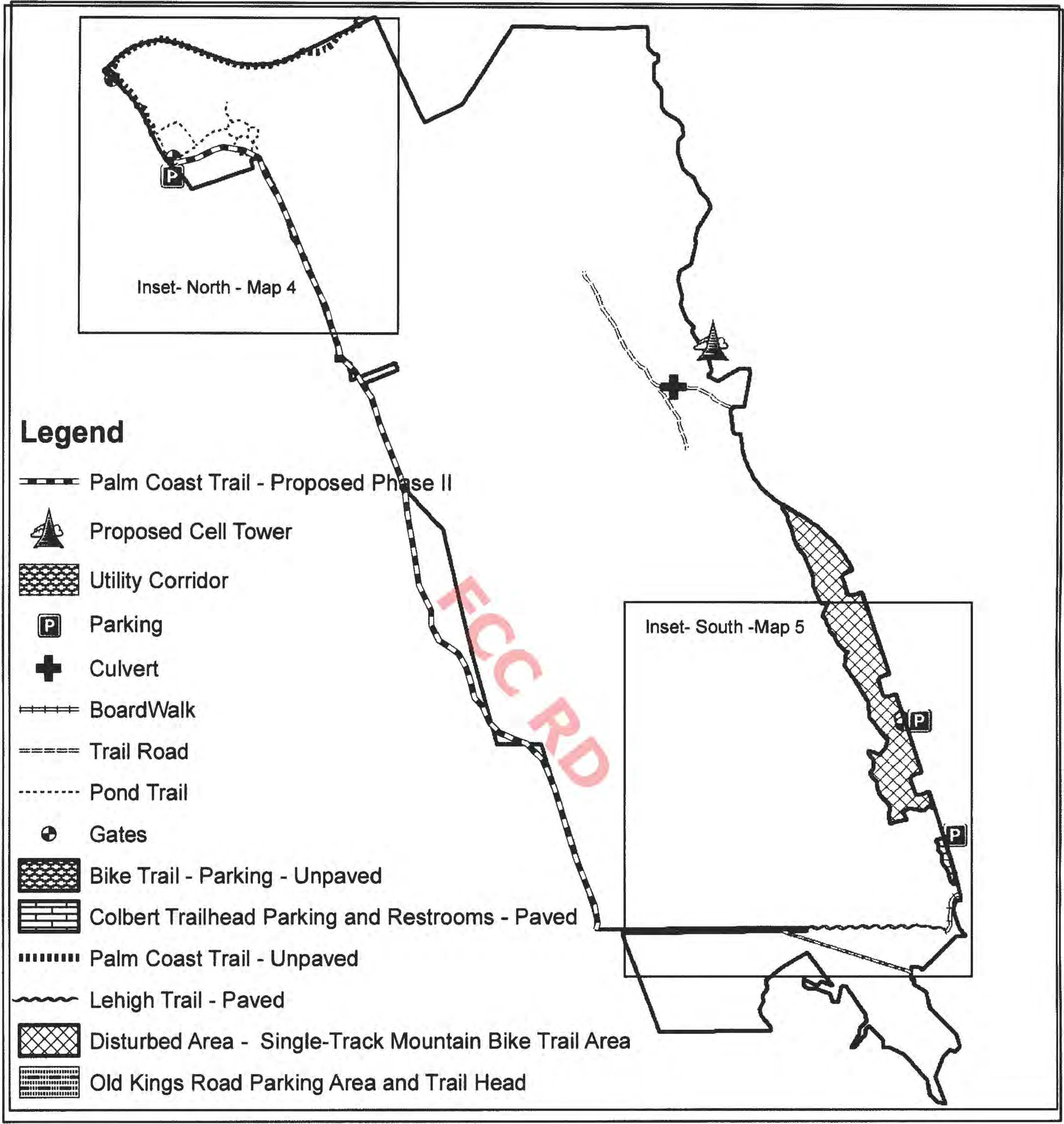
0 1,400 2,800 Feet

 1" = 31000

Exhibit B - Map 2
Natural Communities
and
Disturbed Area

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.



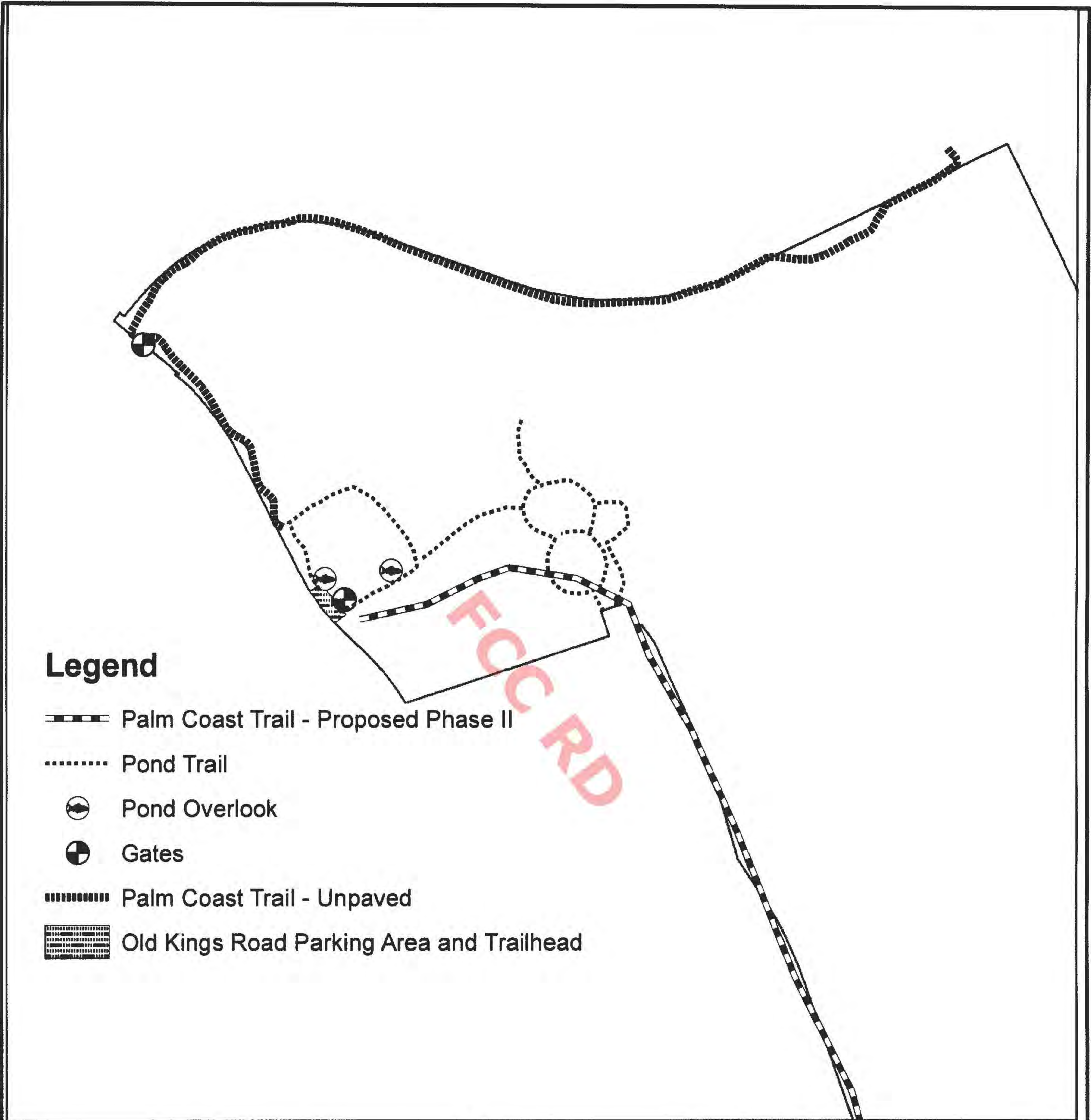
Graham Swamp C. A.
Flagler County, Florida

0 1,350 2,700 Feet






1 = 30000

Exhibit B - Map 3 Trails and Structures

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting:
 St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429
 Tel: (386) 329-4176.



Legend

-  Palm Coast Trail - Proposed Phase II
-  Pond Trail
-  Pond Overlook
-  Gates
-  Palm Coast Trail - Unpaved
-  Old Kings Road Parking Area and Trailhead

Graham Swamp C. A.
Flagler County, Florida

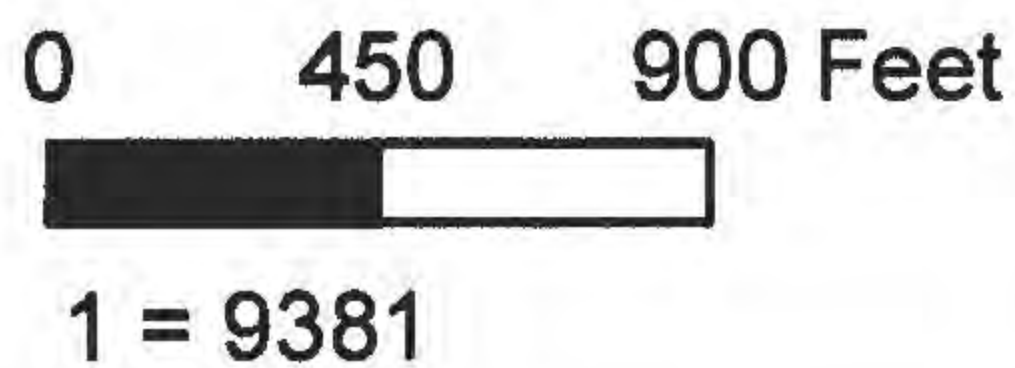
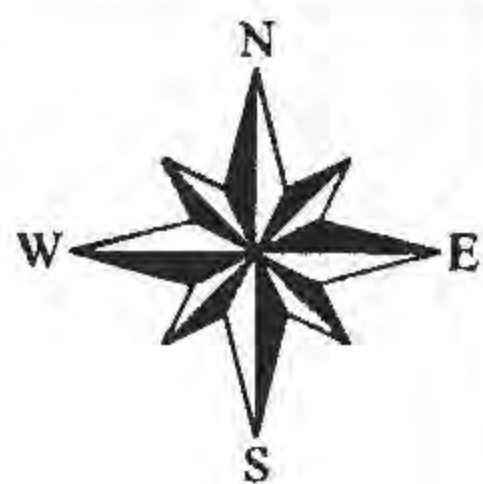
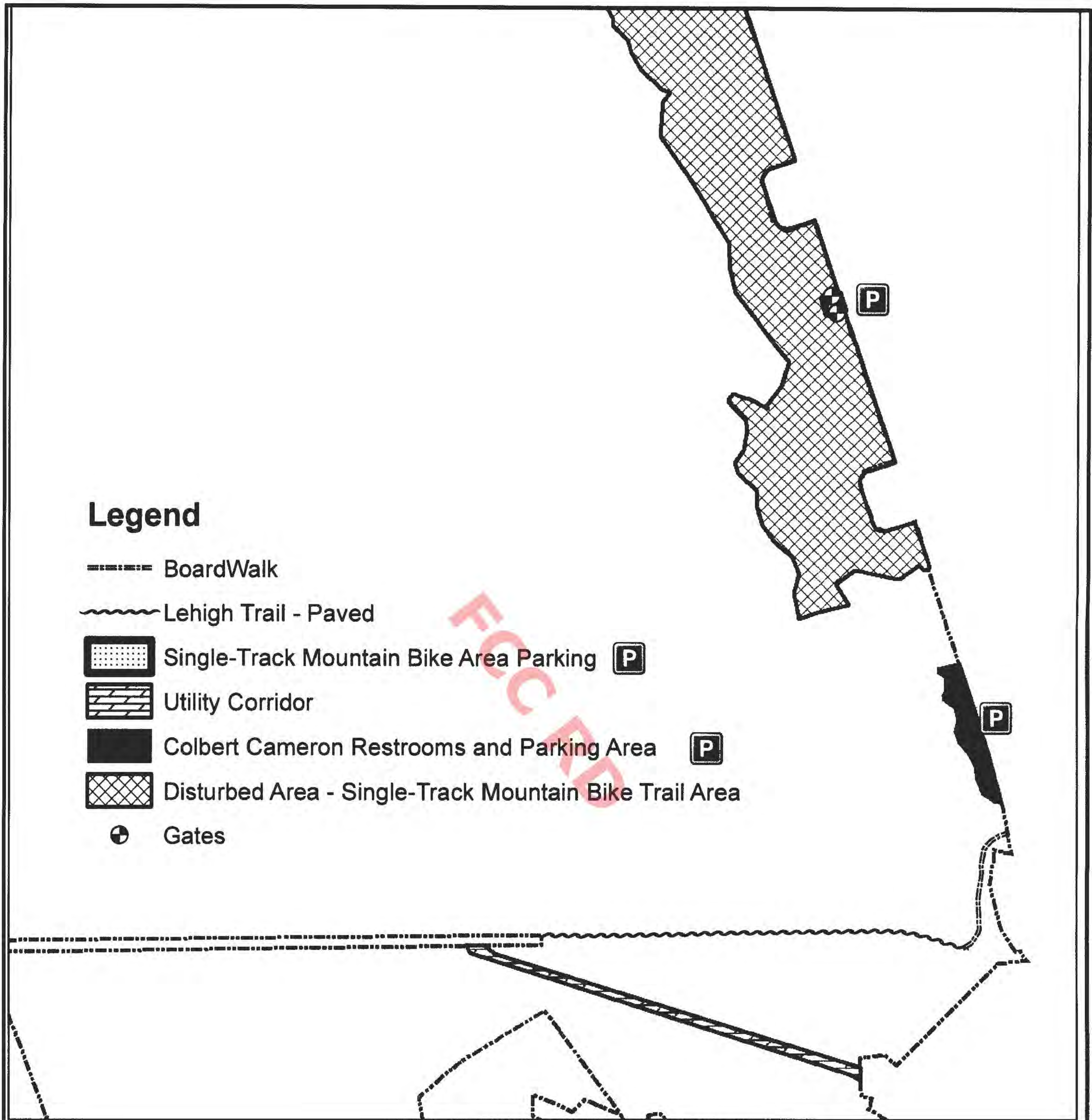


Exhibit B - Map 4

Trails and Structures

North

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.



Legend

----- BoardWalk

~~~~~ Lehigh Trail - Paved

 Single-Track Mountain Bike Area Parking **P**

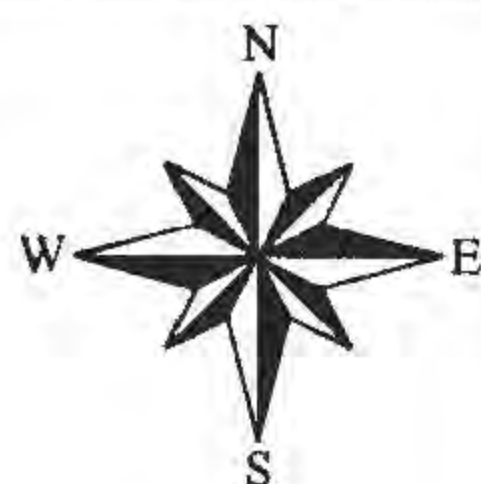
 Utility Corridor


 Colbert Cameron Restrooms and Parking Area **P**

 Disturbed Area - Single-Track Mountain Bike Trail Area

 Gates

**Graham Swamp C. A.**  
Flagler County, Florida

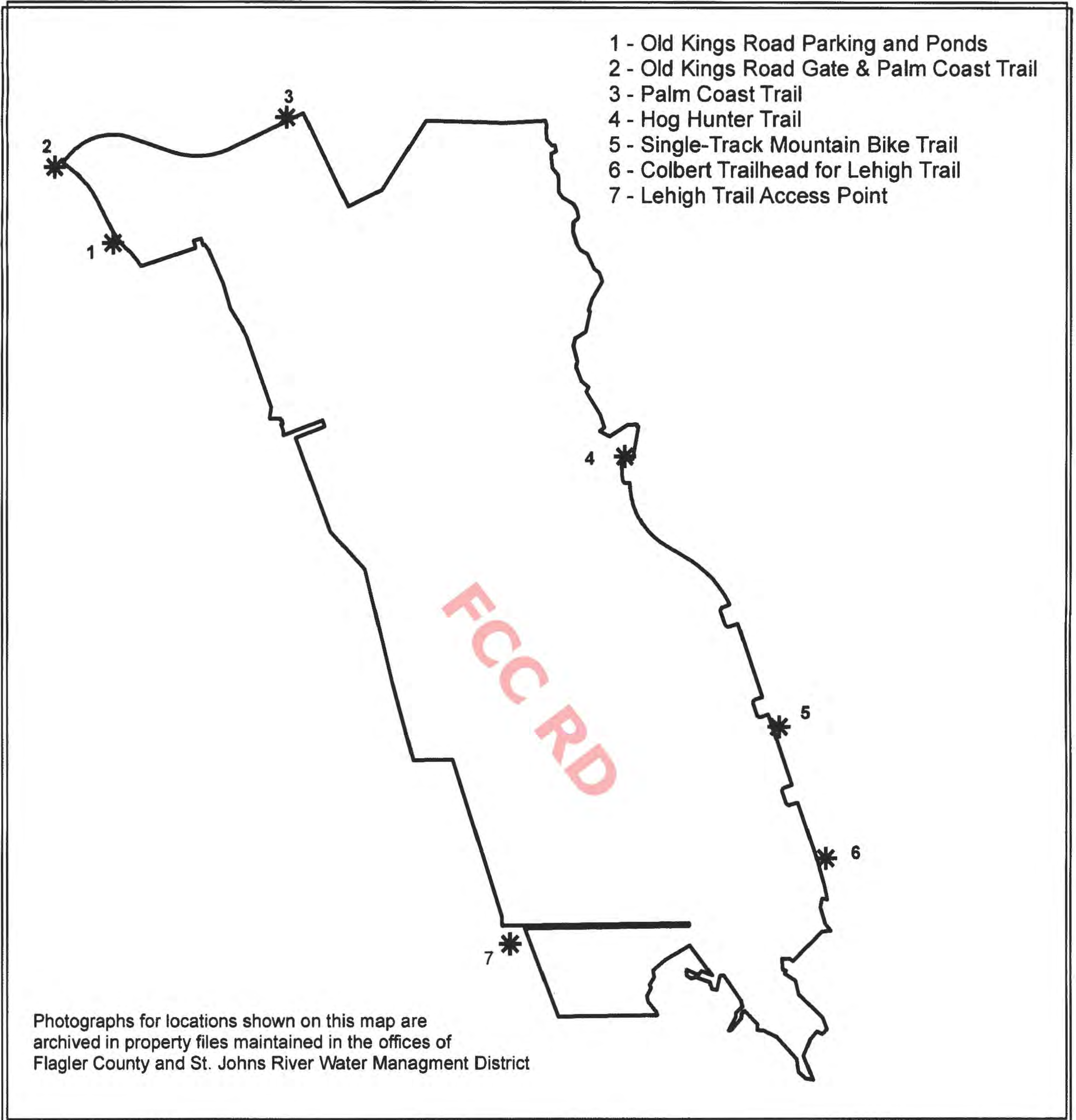


0 485 970 Feet  
  
1 = 10000

## Exhibit B - Map 5 Trails and Structures South

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.





**Graham Swamp C. A.**  
**Flagler County, Florida**

0 1,550 3,100 Feet

1 = 34000

**Exhibit B - Map 6**  
**Photo Points**

**Legend**

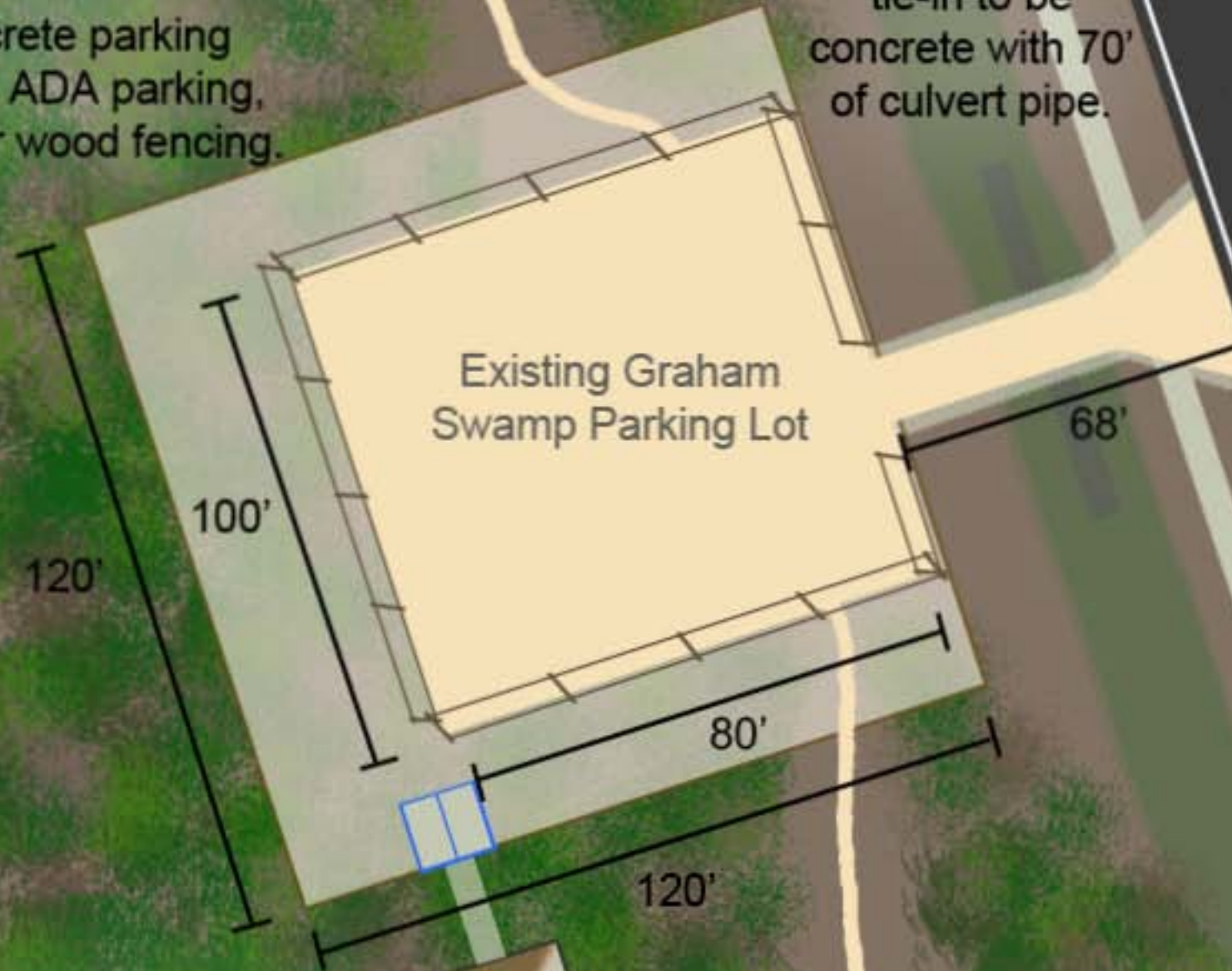
\* PhotoPoints

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.



Parking lot to be expanded to 120' square and resurfaced to include 32 concrete parking bumpers, ADA parking, and buffer wood fencing.

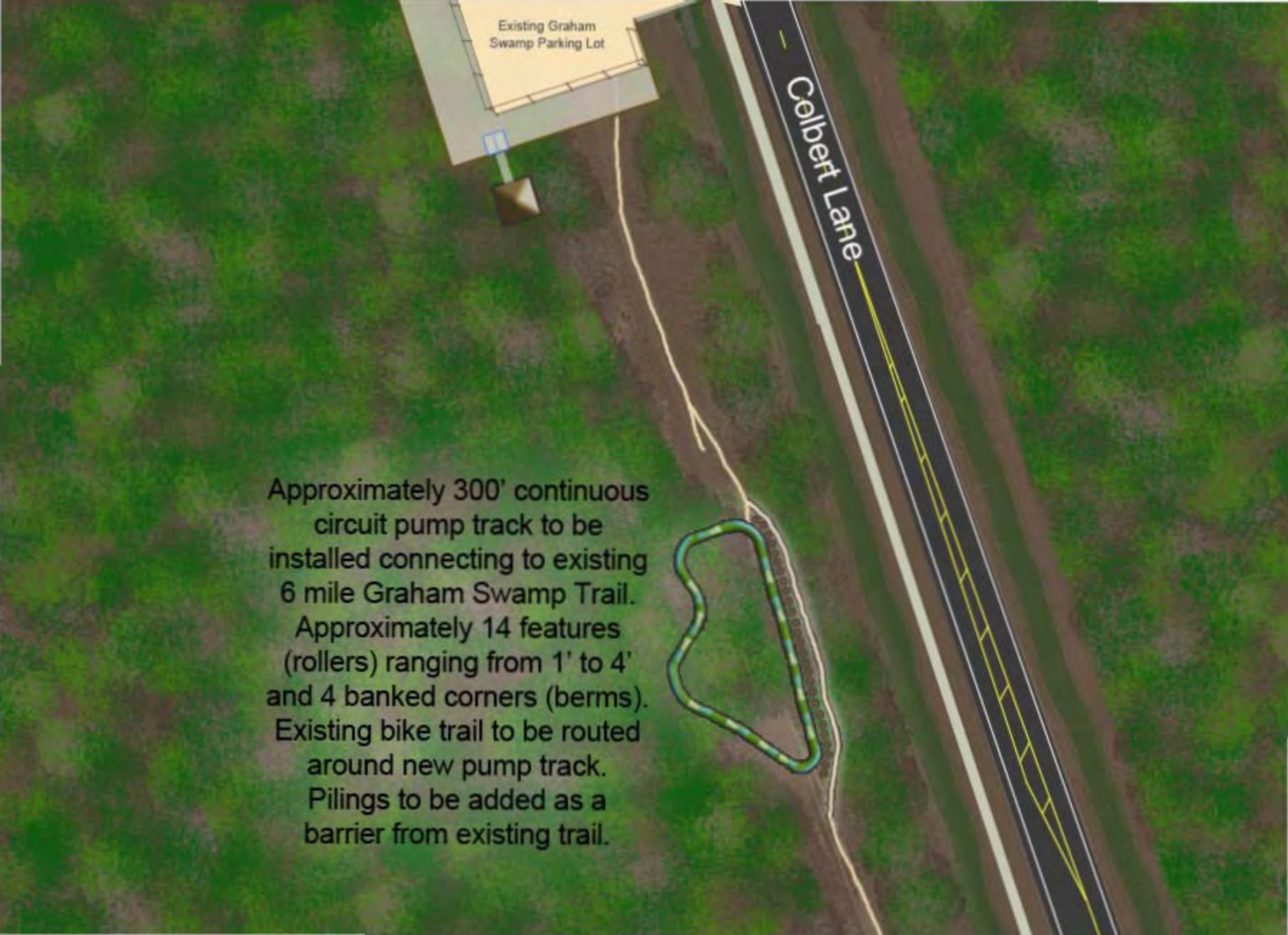
Drive way and tie-in to be concrete with 70' of culvert pipe.



New 529 sq ft public restroom facility to be installed with sidewalk from ADA parking spots.

Colbert Lane



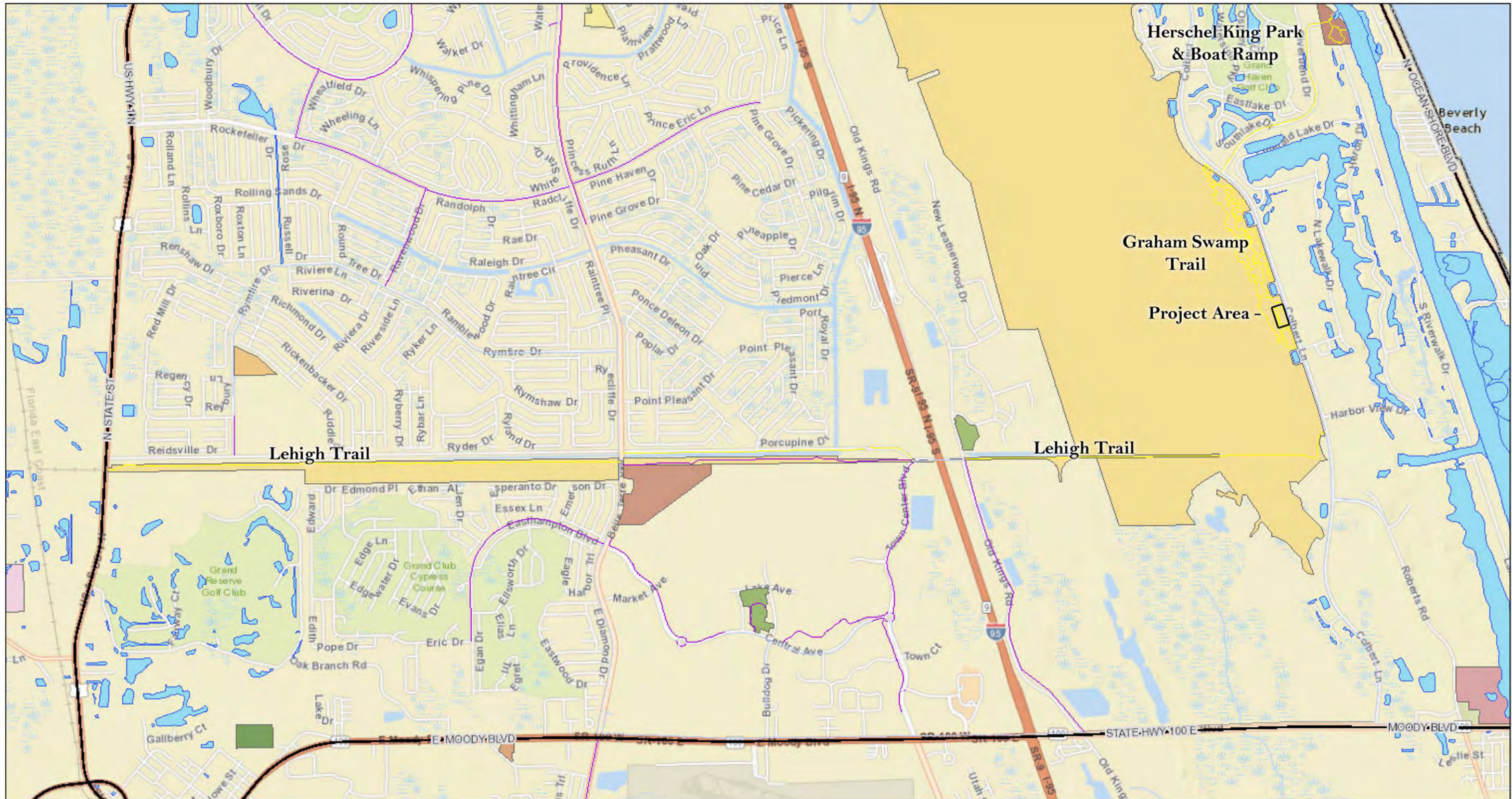


Existing Graham  
Swamp Parking Lot

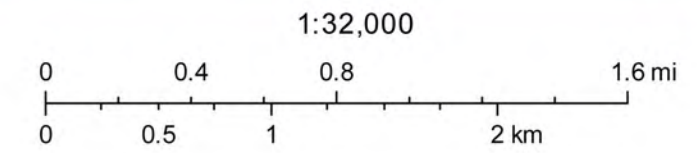
Colbert Lane

Approximately 300' continuous  
circuit pump track to be  
installed connecting to existing  
6 mile Graham Swamp Trail.  
Approximately 14 features  
(rollers) ranging from 1' to 4'  
and 4 banked corners (berms).  
Existing bike trail to be routed  
around new pump track.  
Pilings to be added as a  
barrier from existing trail.





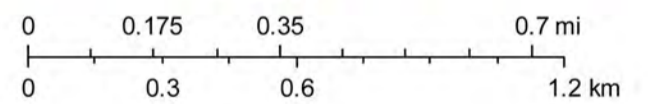
**Graham Swamp Improvements  
 Connecting Herschel King Park to Lehigh  
 Trail by way of mixed-use  
 bike/pedestrian path**







1:16,000

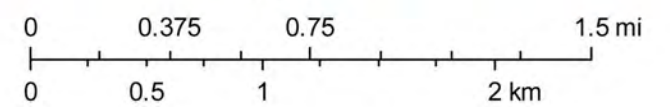


**Graham Swamp Improvements  
Connecting to Herschel King  
Park by way of mixed-use  
bike/pedestrian path**



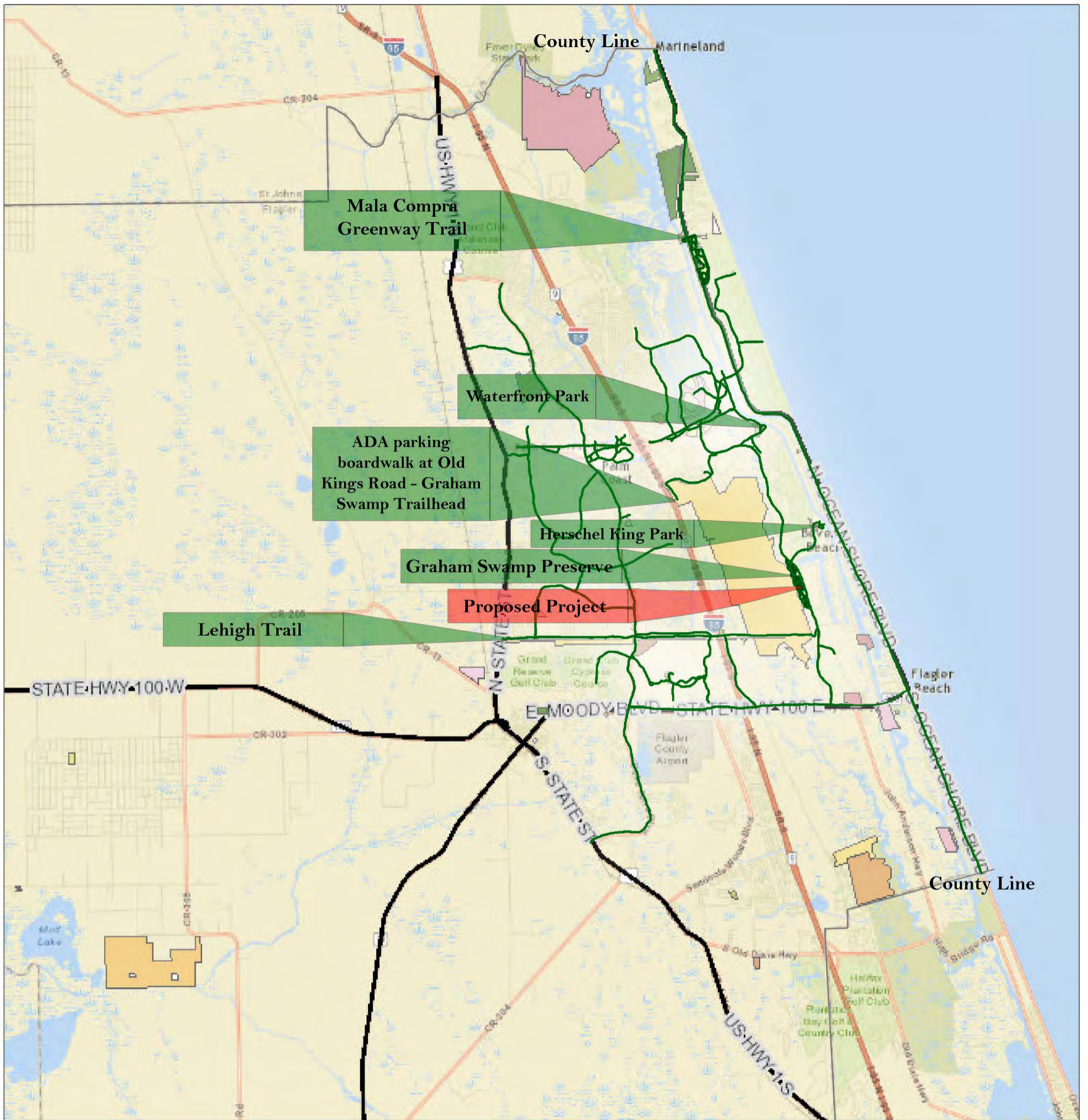


1:32,000

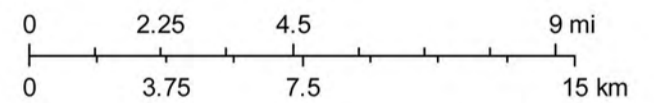


**Graham Swamp Improvements  
Connecting the Old Kings Rd ADA  
Graham Swamp Trailhead, Waterfront  
Park, Herschel King Park and Lehigh  
Trail by way of ADA boardwalk and  
mixed-use bike/pedestrian path**





1:200,000



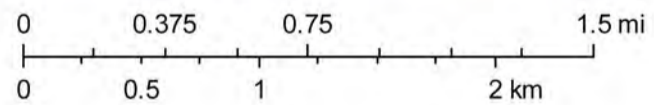
**Mala Compra Greenway Trail connected to City and County hiking, biking and ADA trails by way of mixed-use bike/pedestrian path**



# Flagler Parcels



1:32,000



**Flagler County residential areas in the  
surrounding area of  
Graham Swamp Preserve**





**Graham Swamp Parking Lot as seen from Colbert Lane**

**To be expanded and 2 ADA Parking spaces added with sidewalk to new restroom facility**





**Graham Swamp Parking Lot unpaved Drive way and culvert**

**To be paved and 70' culvert pipe installed**





**Graham Swamp Bike/Pedestrian Path at South side of Parking Lot**

**To be expanded and access will remain to new pump track**





**Graham Swamp Parking Lot south side**

**Trees and brush to be cleared here for new 529 sqft restroom facility**

**Parking Lot to be expanded 10 feet south, 2 ADA parking spaces added and sidewalk to new restroom facility**





**Graham Swamp site of future pump track**

**This would be the southeast end facing northwest**

**Minimal shrub clearing to construct approximately 300' of shell track**





**Graham Swamp site of future pump track**

**This would be the northeast end facing south**

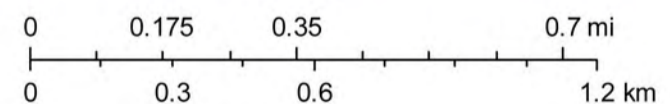
**Minimal shrub clearing to construct approximately 300' of shell track**



# I-95 to Graham Swamp Preserve



1:16,000



- From I-95**
- Take Exit 284 SR-100 / Moody Blvd**
- Turn east onto Moody Blvd. and continue for 1.86 miles**
- Turn left at second street light onto Colbert Lane and continue for 2.25 miles**
- Turn left into Graham Swamp Preserve parking lot**



## Financial Services

1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)

Phone: (386)313-4008

Fax: (386)313-4108

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April 30, 2015

Florida Department of Environmental Protection  
Office of Operations  
Land and Recreation Grants

Re: Florida Recreational Trails Program 2015 Grant Application

Flagler County General Services is applying for funding for the Graham Swamp Trail improvements. This project is included in our Capital Improvement Plan (CIP) as part of the Flagler County FY15-16 Proposed Budget at a total project cost of \$129,330. The proposed FY15-16 Budget will be approved by the Board of County Commissioners at two public hearings in September 2015.

Attached are the two pages for this project as they are included in the CIP for the FY15-16 Proposed Budget.

Thank you very much for consideration,



Lorie Bailey Brown, CPA  
Financial Services Director



Flagler County Board of County Commissioners  
FY 2015-2016

**Graham Swamp Trail Improvements  
Project # TBD**

Project Manager: Heidi Petito, General Services Director

|                           | <b>Total Project<br/>Costs</b> | <b>Actuals<br/>through<br/>FY2014</b> | <b>Estimated<br/>FY2015</b> | <b>FY 2016</b> | <b>FY 2017</b> | <b>FY 2018</b> | <b>FY 2019</b> | <b>FY 2020</b> |
|---------------------------|--------------------------------|---------------------------------------|-----------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Funding Source/</b>    |                                |                                       |                             |                |                |                |                |                |
| F RTP Grant               | 64,665                         |                                       |                             | 64,665         |                |                |                |                |
| Park Impact Fees          | 7,600                          |                                       |                             | 7,600          |                |                |                |                |
| General Fund              | 57,065                         |                                       |                             | 57,065         |                |                |                |                |
| <b>Total Revenues</b>     | \$ 129,330                     | -                                     | -                           | \$ 129,330     | -              | -              | -              | -              |
| <b>Expenditures</b>       |                                |                                       |                             |                |                |                |                |                |
| Design & Permitting       | 12,500                         |                                       |                             | 12,500         |                |                |                |                |
| Impact Fees               | 10,000                         |                                       |                             | 10,000         |                |                |                |                |
| Materials                 | 73,500                         |                                       |                             | 73,500         |                |                |                |                |
| Labor                     | 33,330                         |                                       |                             | 33,330         |                |                |                |                |
| <b>Total Expenditures</b> | \$ 129,330                     | -                                     | -                           | \$ 129,330     | -              | -              | -              | -              |

**Operating Impact:** This facility will be maintained by existing staff with the assistance of our strong volunteer group the Graham Swamp Trail Crew. Creation of this space will allow for expanded use by the public for various events and the ability to host larger events adding to tourism within Flagler County.

**Description:** The design and permitting efforts for this project are to result in the expansion of the vehicle parking area, construction of a pump track, ADA restrooms and miscellaneous site improvements at Graham Swamp adjacent to Colbert Lane. Graham Swamp currently provides a multi-use trail used for hiking, cross-country runners and mountain bike enthusiasts and parking. This park is one of the most popular mountain bike trails in Flagler County.

**Strategic Plan:** Goal F.1 Infrastructure and public services that support Flagler County's desired quality of life and vision for the future.



## Fiscal Year 2015/2016 Capital Project Graham Swamp Improvements

Total Project Cost: \$129,330

Project # TBD

Program: Parks/Tourism

### Project Description:

The design and permitting efforts for this project are to result in the expansion of the vehicle parking area, construction of a pump track, ADA restrooms and miscellaneous site improvements at Graham Swamp adjacent to Colbert Lane. Graham Swamp currently provides a multi-use trail used for hiking, cross-country runners and mountain bike enthusiasts and parking. This park is one of the most popular mountain bike trails in Flagler County.

### Notes:

- Potential funding for this project is provided in part by the Florida Recreational Trails Program, Park Impact—Zone 2, In-Kind Labor and General Fund.
- Completion of this project will alleviate the need to park along Colbert Lane and will allow for improved amenities for residents and visitors.





# EXHIBIT I

## STATE COMPREHENSIVE OUTDOOR RECREATION PLAN (SCORP)

Flagler County General Services Department is requesting funds to enhance Graham Swamp trail system located on Colbert Lane, Palm Coast, Florida. These enhancements include:

- Expansion of the existing shell parking area, including the addition of handicapped parking. This is in an effort to relieve the unsafe and illegal parking in the right of way.
- Construction of an ADA accessible restroom.
- Add a Pump Track to the existing trail system.

The population of the area has grown to over 100,000 people and this trail has become increasingly popular. These proposed changes are necessary for the future cultivation of outdoor activities at this site.

Recreation activity is important to personal life satisfaction and those who participate in recreation are notably happier. Studies show that participation in outdoor recreation, particularly as a child, leads people to have more satisfying and fulfilling lives. The improvements for this trail will make a direct contribution to the community.

### ISSUES / GOALS

Issue 1: Raising awareness of the values and benefits of outdoor recreation.

- **Goal 1-1: Highlight the Economic impact of outdoor recreation.**

We work closely with the Flagler County's Tourist Development Council and the Flagler County Chamber in the promotion of ecotourism and of local events. Ecotourism is also a major reason that tourists visit Florida. These enhancements would allow us the opportunity to attract larger events to our Area.

- **Goal 1-2: Emphasize outdoor recreation's impact on health and quality of life.**

Taking part in recreational activities, particularly outdoors, can improve your physical wellness. In fact, people who frequently take advantage of park activities have fewer doctor visits, lower body mass indexes and lower systolic blood pressures than those who don't, which leads to a longer and healthier life.

- **Goal 1-3: Ensure and identify alternative funding for programs essential to Florida's recreation program.**

Through the Flagler County Board of County Commissioners – Parks and Recreation Division annual funding is established to maintain and enhance existing amenities. We also work closely with two volunteer groups (Graham Swamp Trail Crew & Flagler Area Biking) as well as two local bike shops (Bicycle Doctor and PC Bike) for support, trail maintenance and additional supplies needed to improve the trail to attract visitors from all over the country.



Issue 3: Reconnecting people to the outdoors.

- **Goal 3-1: Improve urban recreation opportunities.**

Graham Swamp is accessible to so many local trails i.e. Water Front Park, Herschel King Park, Lehigh Trails, and more. These proposed improvements are an expansion of Graham Swamp, which will answer the needs of the ever increasing population of the area.

- **Goal 3-2: Connect all people to the outdoors.**

With the addition of the pump track and ADA restroom facility, comes the opportunity to attract a wider range of age groups. For instance, the Pump Track would attract a younger age group while the Mountain Bike Trail medium age group (18-50) the Hiking Trail and ADA restroom facility may be attractive to an older group. These trails are multi-use. It is frequented not only by bicyclists but running groups, hikers and naturalists. In any case, a family with children of a variety of ages and/or grandparents would be more inclined to visit this trail system due to its diversity.

- **Goal 3-3: Facilitate participation in outdoor recreation through easily accessible information and technological advancements.**

Additions to the Flagler County Government website ([flaglercounty.org](http://flaglercounty.org)) and the Flagler Parks website ([flaglerparks.com](http://flaglerparks.com)) that will allow users access to a downloadable trail map. Researching and developing a “QR” (Quick Response Code) to be added to trail signage.

- **Goal 3-4: Encourage volunteerism, stewardship and advocacy.**

This trail system has a very active volunteer group – Graham Swamp Trail Crew. They have an MOU (Memorandum of Understanding) with Flagler County and have been active on this trail for the past 15 years, with additional support from the Flagler Area Biking Club.



**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
AND GRAHAM SWAMP TRAIL CREW**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Flagler County Board of County Commissioners, hereinafter referred to as the COUNTY, and the Graham Swamp Trail Crew, a Florida 501(c)3 nonprofit corporation, (hereinafter referred to as "GSTC"). Collectively the COUNTY and GSTC shall hereinafter be referred to as the PARTIES.

**WITNESSETH:**

**Whereas**, the COUNTY is dedicated to the preservation and management of public lands for a variety of uses and activities including outdoor recreation; and

**Whereas**, pursuant to that certain Intergovernmental Agreement entered into with the St. Johns River Water Management District on January 21, 2005, the COUNTY was designated as the local management entity for access and recreation uses of the Graham Swamp Conservation Area; and

**Whereas**, the recreational uses of the Graham Swamp Conservation Area include a mountain biking trail and hiking trail, as more specifically described on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "TRAILS"); and

**Whereas**, the COUNTY is interested in providing opportunities for mountain biking and hiking that are environmentally sensitive, educational and support community objectives that contribute to local and regional economies and the overall quality of life; and

**Whereas**, GSTC is a 501(c)3 non-profit organization which represents a portion of the off-road bicycling public in the Flagler Area; and

**Whereas**, GSTC desires to use the TRAILS for recreational purposes and through this MOU are willing to provide support, volunteer labor and/or funds to the COUNTY for accomplishment of mutually beneficial bicycling projects or activities for the TRAILS; and

**Whereas**, there is a need to actively promote public-private partnerships that encourage responsible use of public lands by visitors participating in mountain biking travel and recreational activities; and

**Whereas**, the PARTIES share the common interest of disseminating information to the public regarding conservation of natural areas and green spaces, providing for environmentally



friendly nature-based recreational opportunities and experiences, and educating the public regarding responsible recreational land use as they relate to mountain biking; and

**Whereas**, the predecessor to GSTC has been responsible for the development and maintenance of the TRAILS since 2009 pursuant to a Special Use Authorization with the St. Johns River Water Management District and was responsible for the creation of the TRAILS in 2001; and

**Whereas**, both PARTIES agree that there shall be no use of the TRAILS by motorized vehicles, except by COUNTY authorized personnel engaged in an emergency or maintenance activity, or as otherwise authorized herein; and

**Whereas**, GSTC acknowledges that the COUNTY will permit hikers to use the hiking trail designated on Exhibit "A".

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

**1. RECITALS.**

The foregoing recitals are true and correct and are fully incorporated herein by reference.

**2. PURPOSE.**

The purpose of this MOU is to develop and expand a framework of cooperation upon which mutually beneficial programs, projects, and bicycling activities may be planned and accomplished by the COUNTY and GSTC working cooperatively on the TRAILS in the COUNTY managed Graham Swamp Conservation Area in the best interest of the public.

**3. OBLIGATIONS OF GSTC.**

GSTC agrees to do the following:

- A. Work with the COUNTY to identify appropriate collaborative public/private opportunities for projects, education programs, and special events related to the TRAILS.
- B. Provide technical assistance to Flagler County on improvements to the TRAILS, educational programs and mountain biking related activities.
- C. Adhere to standards followed by the COUNTY on proper trail markings and installation of signage according to generally accepted standards for the purpose of safety, enhancing the user experience, navigating visitors and providing information.



- D. Provide training and instruction to members and the general public riders regarding "Rules of the Trail", "Leave No Trace" and "Tread Lightly" ethics programs.
- E. Provide instruction on and encourage safe and courteous use (proper etiquette) of the TRAILS and promote responsible bicycling among its members and the general public.
- F. Provide the COUNTY with appropriate verbiage for creation of signs explaining trail protocols and etiquette between various user-groups as appropriate.
- G. Obtain COUNTY approval prior to printing, publication or distribution of any printed or electronic material regarding mountain biking on the TRAILS. In addition, this material shall include a link to or the address for the TDC tourism website and County Parks website and, at the discretion of the County, include the County logo, County website and/or the TDC logo.
- H. Offer basic mechanical assistance to fellow bicyclists, from time to time, as resources permit, not to include major repairs or services involving oils, lubricants, and other chemicals.
- I. Serve as ambassadors for the sport of mountain biking and encourage cooperation by all users of the TRAILS.
- I. Report suspected maintenance problems on the TRAILS, violations of trail rules, and/or other applicable laws and regulations.
- J. Report any archeological items or resources found or suspected along the TRAILS or, if identified or known, report any archeological items that have been disturbed or tampered with.
- K. Organize quarterly trash clean-ups and routine maintenance events with GSTC members and the public through the COUNTY staff.
- L. Submit semi-annual maintenance/inspection reports to the COUNTY.
- M. Provide volunteers to perform ongoing maintenance of the TRAILS for special projects and other related needs as requested and directed by the COUNTY. Maintenance activities may be performed by GSTC members with the use of all-terrain (ATV) motorized vehicles, if approved by the COUNTY in advance.



- N. On or before January 31, 2014, prepare a Comprehensive Technical Analysis of the TRAILS for: compliance with current IMBA standards, environmental sensitivity, erosion control measures and sustainability over time, with recommendations on how to correct any issues identified in the analysis.
- O. Make improvements on mutually agreed upon portions of the TRAILS, with the prior written approval of the COUNTY.
- P. Provide general liability insurance for club members as volunteers for the County during trash clean-up events, trail maintenance activities, and similar efforts when assisting the COUNTY, including naming the COUNTY as an additional insured on GSTC's commercial general liability policy.
- Q. Follow the COUNTY special event process for any special event to be conducted on public property to include proper special event insurance to cover the event.

**4. OBLIGATIONS OF THE COUNTY.**

- A. The COUNTY agrees to do the following: Work with GSTC to identify opportunities for education and other assistance projects to jointly pursue within the local mountain biking community.
- B. Allow trail maintenance and re-routes (following IMBA guidelines), including trail closure when deemed necessary by COUNTY at its sole discretion, for safety, environmental sustainability, and for compatibility with use by hikers.
- C. Include and utilize GSTC technical expertise in developing COUNTY programs as they relate to mountain biking.
- D. Provide to the public by signage, brochure, or other methods the appropriate rules and regulations pertaining to mountain biking and the multi-use capacity of the TRAILS, and the proper protocols for pedestrian and bicycle traffic interactions.
- E. Review and approve/deny all publication or printed materials and electronic material intended for public distribution regarding mountain biking on public lands.



- F. Coordinate any special uses or administrative activities within designated mountain biking trails as part of the County's normal special event process.
- G. Publicize as the County deems appropriate, the development of mutually beneficial work projects and bicycling related recreational and educational activities.
- H. Authorize a mountain biking assistance program on the TRAILS or in such other places as authorized by the COUNTY for the sole purpose of assisting, educating and informing trail users with the understanding that all matters of enforcement will be referred to the COUNTY.
- I. Allow youth programs for the purpose of educating children on bicycling safety and instilling a love for the outdoors and cycling as a fun and healthy activity.
- J. Approve and install signage and informational kiosks as the COUNTY deems necessary to support the TRAILS.
- K. Review semi-annual maintenance/inspection reports by GSTC and work with GSTC to address any identified problems.
- L. Review the Comprehensive Technical Analysis prepared by GSTC and work with GSTC to correct any deficiencies, as necessary.

**5. Term.**

The Term of this Memorandum of Understanding shall be one year from the effective date, and shall automatically renew for one year increments thereafter, unless either PARTY gives its written notice of its intent not to renew with sixty (60) calendar days written notice to the other PARTY.

**6. Termination for Convenience.**

This Memorandum of Understanding may be terminated, in whole or in part, without cause by either PARTY upon sixty (60) calendar days written notice to the other PARTY.

**7. Termination for Default.**

Any default by either Party shall be cause for immediate termination of this Memorandum of Understanding.

**8. Contacts.**

The principal contacts for this instrument are:



**Flagler County Board of County  
Commissioners**

**Graham Swamp Trail Crew**

Attn: County Administrator

Attn: Mickey Garrett, President

1769 E. Moody Boulevard, Building 2  
Bunnell, FL 31110  
Phone: 386-313-4001

1739 N. Central Ave,  
Flagler Beach, FL 32136  
Phone: 386-338-4522

E-Mail: [ccoffey@flaglercounty.org](mailto:ccoffey@flaglercounty.org)

E-Mail: [mickgarrett68@yahoo.com](mailto:mickgarrett68@yahoo.com)

**9. Notices.**

Any notices, demand, request or other instrument which may be or is required to be given under this Memorandum of Understanding shall be delivered in person, sent by United States Certified mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to each PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) business days after depositing in U.S. Mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY. It is understood by the PARTIES that routine and non-agreement related communication will occur telephonically, via email and in person.

**10. Amendments.**

Amendments may only be made by the mutual consent of the parties with the same formality by which the original Memorandum of Understanding was approved.

**11. Applicable Law/Venue.**

This Memorandum of Understanding, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida. The exclusive venue for enforcement or interpretation of this Memorandum of Understanding is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida.

**12. Successors and Assigns.**

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors and assigns.



This Memorandum of Understanding shall not be assigned without written consent of the COUNTY.

**13. Entire Agreement.**

This Memorandum of Understanding and any Exhibits attached hereto constitute the entire agreement between the PARTIES. Any prior conversations or writings are merged herein and extinguished.

**14. Partial Invalidity/Severability.**

If any provision of this Memorandum of Understanding, or any application thereof to any person or circumstances shall to any extent be declared invalid, the remainder of this Memorandum of Understanding or the application of such provision to persons or circumstances (other than those as to which it is held invalid) shall not be affected thereby and each provision of this Memorandum of Understanding shall be valid and enforced to the fullest extent permitted by law.

**15. No Partnership.**

Nothing contained in this Memorandum of Understanding shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and GSTC, and they are and shall remain independent one as to the other.

**16. Funding Obligations.**

Nothing contained herein shall obligate either PARTY to appropriate or expend funds in the performance of this Memorandum of Understanding, to include but not be limited to, the construction or maintenance of any biking infrastructure to any particular standard. The exception is the obligation of GSTC to maintain general liability insurance for its members to volunteer with the COUNTY for any trash pick-up, trail maintenance, and trail related activities, and to name the COUNTY as an additional insured on its commercial general liability insurance policy with limits of \$1,000,000 single occurrence and \$2,000,000 general aggregate.

**17. No Third-Party Beneficiaries**

Nothing set forth herein shall be construed to give any rights or benefits in this Agreement to anyone other than COUNTY and GSTC, and all duties and responsibilities undertaken pursuant to this Memorandum of Understanding will be for the sole and exclusive benefit of COUNTY and GSTC and not for the benefit of any other party.



**18. Counterparts**

This Memorandum of Understanding may be executed in two or more counterparts, each of which may be executed by one or more of the PARTIES hereto, but all of which, when delivered and taken together, shall constitute but one agreement binding upon all of the PARTIES hereto.

**19. Non-Exclusivity/Exclusivity**

Nothing contained herein shall restrict either PARTY from participating in similar activities with other public or private agencies, organizations, and individuals. However, on this particular PROPERTY, the COUNTY agrees to recognize only GSTC as the adoptee of the TRAILS for hiking and mountain biking activities so long as this agreement remains in effect. Other mountain bikers, trail hikers and other designated users as the County may designate from time to time may also utilize these same trails.

**20. Interpretation**

This Memorandum of Understanding shall not be construed more strictly against one PARTY than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the PARTIES, it being recognized that both GSTC and the COUNTY have contributed substantially and materially to the preparation hereof.

**21. Force Majeure**

No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and authority and without the fault or negligence of the party seeking relief under this Section.

**22. Binding Authority**

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Memorandum of Understanding, and that it has the legal authority to enter into this Memorandum of Understanding and to undertake all obligations imposed on it.

**23. Captions**

The headings or captions of the sections and subsections contained herein are used for convenience and reference only, and do not, in themselves, have any legal significance and



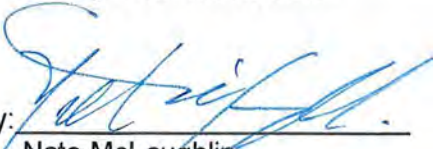
shall not be afforded any. They are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Memorandum of Understanding, or any provision hereto.

**24. Attorneys Fees**

In the event of a dispute arising directly or indirectly from the terms and purpose of this agreement, the prevailing party shall be entitled to recovery of all reasonable attorney's fees, paralegal fees, and costs.

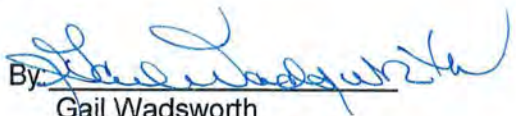
**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Memorandum of Understanding to be executed on their behalf by their duly authorized representatives, under seal, and this Memorandum of Understanding shall become effective on the date of the signature of the last party to sign (the "effective date").

**Flagler County Board  
of County Commissioners**

By:   
Nate McLaughlin  
Title: Chair

Date: 11-19-13

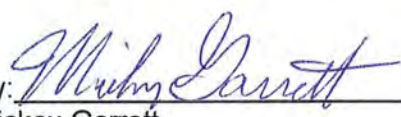
Attest:

By:   
Gail Wadsworth  
Title: Clerk of the Circuit  
Court & Comptroller

Date: 11/19/2013

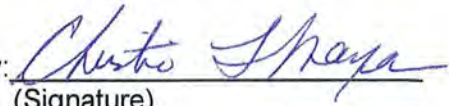
[SEAL]

**Graham Swamp Trail Crew**

By:   
Mickey Garrett  
Title: President

Date: 11-8-13

Attest: Witness

By:   
(Signature)  
CHRISTIE L. MAYOR  
(Typed or Printed Name)

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

[CORPORATE SEAL]

APPROVED AS TO FORM


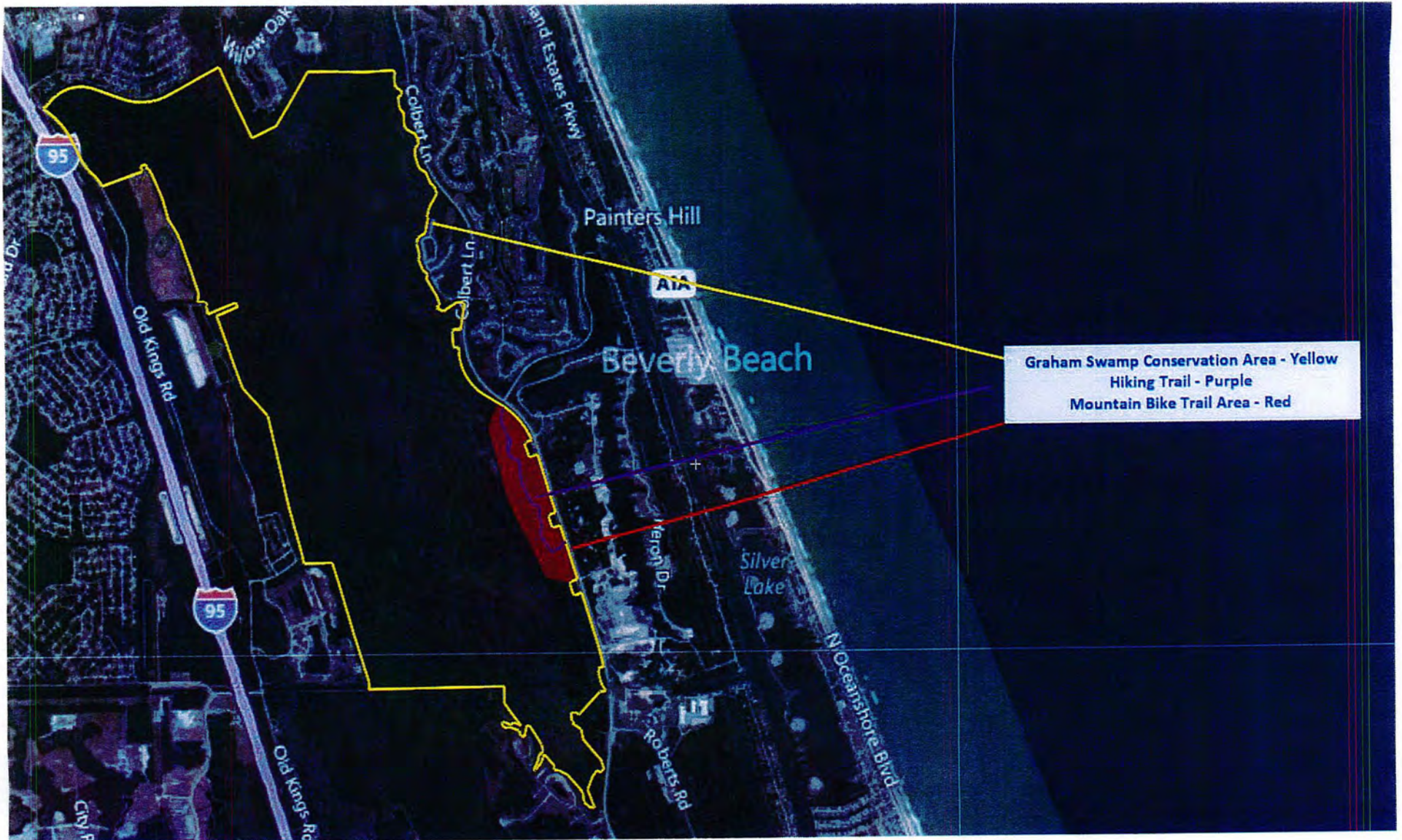
  
Al Hadeed  
County Attorney



Exhibit A: Graham Swamp Conservation Area and Mountain Bike/Pedestrian Trail Area





## **EXHIBIT L**

As stated in the attached Master Site File Review from the Department of State, the Graham Swamp Improvements project will not adversely affect any significant cultural/archaeological/historical resources. If any of these types of resources are discovered, their condition will not be adversely affected by utilizing an Archaeological Resource Monitor, Michael D. Lagassé, Flagler County Land Management Coordinator and City of Palm Coast Qualified Environmental Professional. Protocols in place for the discovery of any of these types of resources will be followed as per Department of State guidance.





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

April 9, 2015



Michael D. Lagasse  
Flagler County Administration, Building 2  
1769 East Moody Blvd., Suite 309  
Bunnell, FL 32110  
Phone: 386.313.4064  
Email: [mlagasse@flaglercounty.org](mailto:mlagasse@flaglercounty.org)

In response to your inquiry of April 9, 2015, the Florida Master Site File lists one archaeological site, five surveys, and no standing structures, found in the following parcels of Flagler County:

**The portions of T11S R31E Sections 27, 28, 33-35, & 54, and T12S R31E Sections 02, 03, 39, & 40, indicated by the map submitted with search request (including a project area, and a ¼ mile buffer).**

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

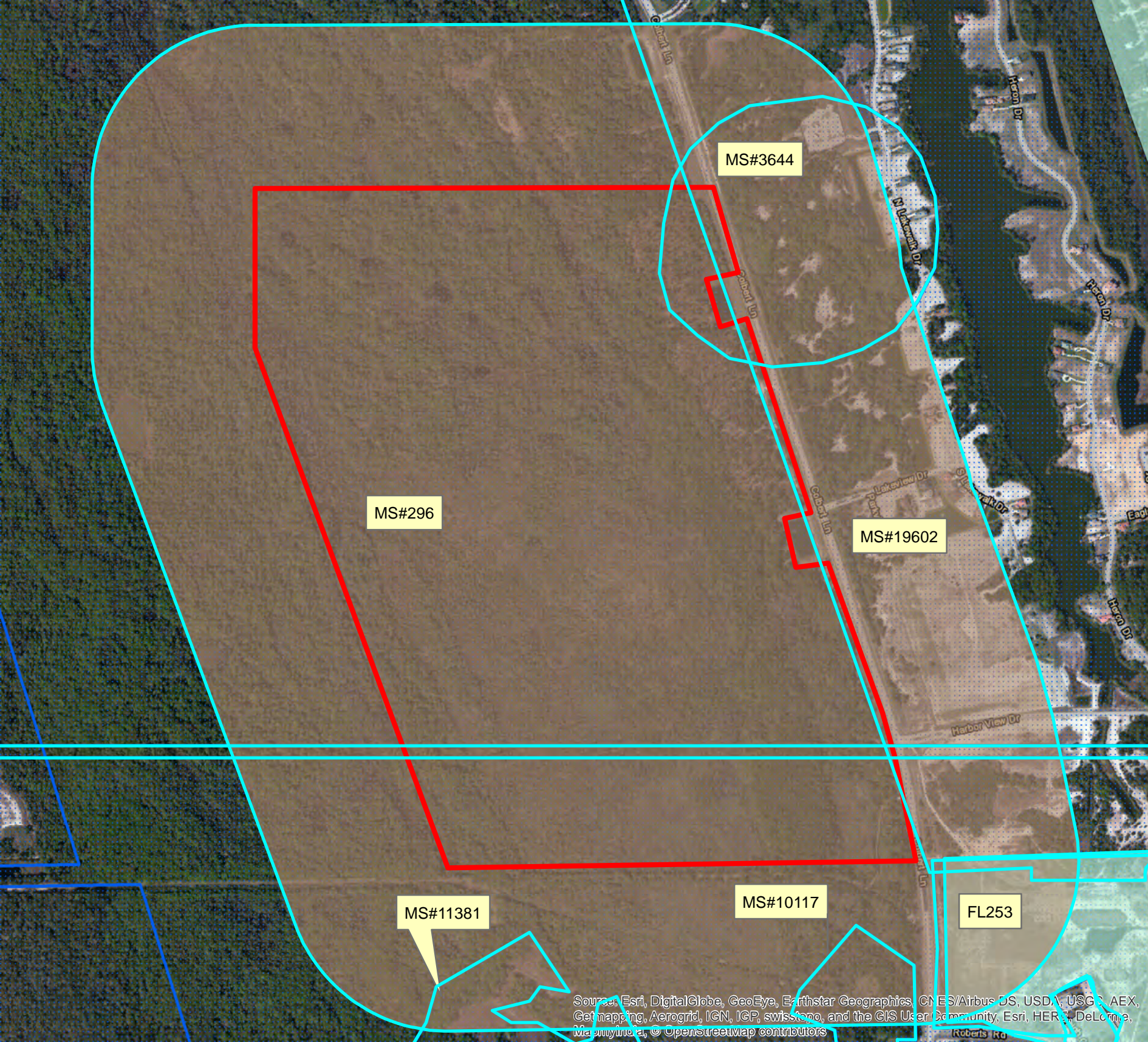
- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological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

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

Sincerely,

Gabrielle McDonnell  
Archaeological Data Analyst  
Florida Master Site File  
[Gabrielle.McDonnell@DOS.myflorida.com](mailto:Gabrielle.McDonnell@DOS.myflorida.com)





MS#3644

MS#296

MS#19602

MS#11381

MS#10117

FL253



**Master Site File 11S-31E-34\_AR\_Radius\_Roster**

| SurvNum | Title                                                                                                                | Pub_Date | Author1              | Author2             | Author3 | Sponsor                               | Num_New | Num_Old | Crat Num  | Archeo | Struc | Marine | Cell | Shape_Leng    | Shape_Area    |
|---------|----------------------------------------------------------------------------------------------------------------------|----------|----------------------|---------------------|---------|---------------------------------------|---------|---------|-----------|--------|-------|--------|------|---------------|---------------|
| 296     | Cultural Resource Assessment of the Palm Coast Property: Phase I Results                                             | 1977     | MILLER, JAMES J.     | STRASSBURGER, ROBIN |         | ENV PLANNING & DESIGN                 | 30      |         |           | YES    | YES   |        |      | 1.10244934338 | 0.01720337757 |
| 3644    | Cultural Resource Assessment Survey of the Proposed Colbert Lane South Project Area, Flagler County, Florida         | 1993     | LAYMAN, SYLVIA M.    |                     |         | Wilber Smith Associates               | -1      | -1      | 199300935 | YES    |       |        |      | 0.02092565556 | 0.00003395033 |
| 10117   | Cultural Resource Assessment Study of the Grand Haven Landings and Marina Cove Developments, Flagler County, Florida | 2004     | Ste. Claire, Dana    |                     |         | Grand Haven Developers LLC            | 0       | 0       | 200405370 | YES    |       |        |      | 0.04315107157 | 0.00003329119 |
| 11381   | A Cultural Resource Reconnaissance Survey of the Colbert Lane Property, Flagler County, Florida                      | 2004     | Floyd, Brian         | Handley, Brent M    |         | Environmental Services, Inc.          | 0       | 0       | 200505404 | YES    |       |        |      | 0.08553449054 | 0.00014938648 |
| 19602   | Cultural Resources Survey and Assessment Lehigh Lakes, Flagler County, Florida                                       | 2000     | Dickinson, Martin F. | Wayne, Lucy B.      |         | Applied Technology & Management, Inc. | 1       | 0       | 200004211 | YES    |       |        |      | 0.09039820163 | 0.00038617700 |



## **Environmental Site Assessment and Description for Proposed Graham Swamp Pump Track, restroom facility and parking lot improvements**

A site visit environmental site assessment was performed on the site on April 9, 2015. Natural community types and condition were observed and notated. No threatened or endangered species of plants or animal were observed within the surveyed area depicted by a yellow outline in Figure 1. The proposed improvements (Project Site) include a short skills building course for mountain bikes and BMX bicyclists called a pump track, an existing parking lot expansion, and a restroom facility.

### **Site Description**

The area outlined in blue in Figure 1 consists of 109 acres ( Disturbed Area) and was, until the 1960's, a portion of the overall Graham Swamp mesic and hydric hammock mosaic of natural communities. Based on historical aerial imagery survey, the topography of the site was disrupted and used as a stockpile location for coquina mine tailings from the barrow pit across what is now Colbert Road. Since 1965, the site was used as a silviculture site, most recently by the St. Johns River Water Management District and was most recently logged in the mid 2000's.

The Project Site is approximately 3 acres in the southeastern part of the Disturbed Area and is bounded on the north by the existing parking lot, the east by the property line along Colbert Road, the south by the proposed pump track area, and the west by the toe of the slope from the coquina stockpile. Within the project site, canopy composition consists of red cedar, various oak species, cabbage palm and occasional slash or loblolly pine. The mid story consists of red cedar, red bay, smaller oak species, wax myrtle, beauty berry and other broadleaf, woody plants. The groundcover consists of bare coquina rock, ilex spp, coontie, various grasses including andropogon and panicum species, vines such as smilax and vitis spp, and saplings of many of the mid and canopy species. Some invasive species including panicum spp and lantana was observed.

### **Threatened species and environmental impact observations**

The Project Area is located within the Disturbed Area but some wetlands exist in proximity to the project area. All wetlands will be avoided and all proposed ground disturbing activities are to be located in uplands of the site. The Project Site could serve as habitat for 1 to 2 gopher tortoises but no tortoises, burrows or other sign was identified during the site assessment. **Assessment Method/Personnel**

The site assessment consisted of review of historic and current aerial maps, publically available wetland and land-use cover mapping tools, review of current management plans and conservation easements. The site perimeter and interior was surveyed on-foot by Michael D. Lagassé, Flagler County Land Management Coordinator and City of Palm Coast Qualified Environmental Professional on April 9, 2015.

#18793 Contractor Identification Number

#20215 Listed Species Resources



#20216 Certified Gopher Tortoise Agent

FWC Authorized Gopher Tortoise Agent – Permit Number GTA-12-00030

### **Species Observations**

Species of interest to this study include flora and fauna typically found in flatwoods and hammock communities in the north central coastal region of the state. Due to the site's proximity to Colbert Road, surrounding residential communities, and history of fire suppression, there was not a high diversity of plant species observed within the Project Area and no threatened or listed plant species were noted within the survey area. The gopher tortoise has been documented to place its burrow in disturbed and non-ideal habitats with adjacency to forage sites throughout the county and the state and thus the gopher tortoise and its commensals were the primary animal species of concern for this survey.

Graham Swamp is located within the Atlantic Flyway, a bird migration route that generally follows the coast and inland of the Eastern United States. The scope of this project is not expected to adversely affect the use of Graham Swamp as a refuge during migratory bird use.

### **Habitat Observation**

Most of the surveyed area is considered moderate to low quality habitat for species such as the gopher tortoise due to the effects of fire suppression including a closed canopy and sparse broadleaf grasses for forage. However, the soil substrate provides good location for gopher tortoise burrows. No gopher tortoise burrows or other indicators were noted on the site visit on April 9, 2015. It is suggested that a formal gopher tortoise survey should be performed before any ground disturbing activities occur.

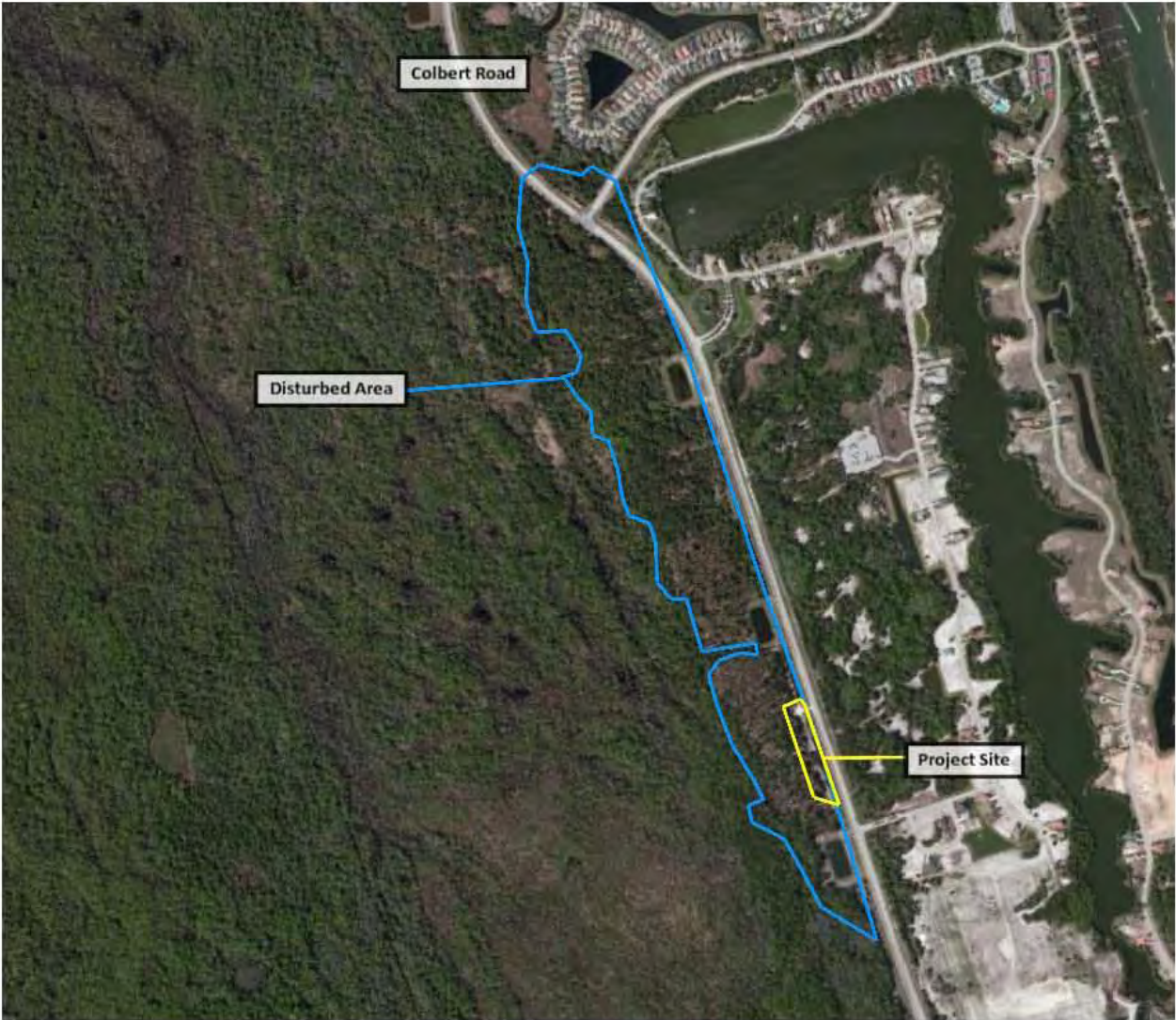
### **Conclusion and Final Determination**

The site was surveyed on April 9, 2015. No threatened or listed species of plant or animal were observed on the site. Habitat conducive to the presence of gopher tortoise was observed and protective actions should be taken to prevent unnecessary or unlawful take of gopher tortoise during site development activities.

**\*\*The rest of this page intentionally left blank\*\***



Figure 1.









## Order Confirmation

|                                             |                                                           |                                                             |                                                          |
|---------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------|
| <b><u>Ad Order Number</u></b><br>0002131471 | <b><u>Customer</u></b><br>FLAG CO PUBLIC TRANSPOR         | <b><u>Payor Customer</u></b><br>FLAG CO PUBLIC TRANS        | <b><u>PO Number</u></b><br>LIZ YATES                     |
| <b><u>Sales Rep.</u></b><br>0098            | <b><u>Customer Account</u></b><br>1008366                 | <b><u>Payor Account</u></b><br>1008366                      | <b><u>Ordered By</u></b><br>C. MALEY - EMAIL             |
| <b><u>Order Taker</u></b><br>0098           | <b><u>Customer Address</u></b><br>ATTN BOB OWENS,1769 EAS | <b><u>Payor Address</u></b><br>ATTN BOB OWENS,1769 EAST MOI | <b><u>Customer Fax</u></b><br>386-313-4120               |
| <b><u>Order Source</u></b><br>Phone         | BUNNELL FL 32110 USA                                      | BUNNELL FL 32110 USA                                        | <b><u>Customer EMail</u></b><br>BOWENS@FLAGLERCOUNTY.ORG |
| <b><u>Current Queue</u></b><br>Ready        | <b><u>Customer Phone</u></b><br>386-313-4190              | <b><u>Payor Phone</u></b><br>386-313-4190                   | <b><u>Special Pricing</u></b><br>None                    |

|                           |                      |                          |                         |                          |                         |
|---------------------------|----------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| <b><u>Tear Sheets</u></b> | <b><u>Proofs</u></b> | <b><u>Affidavits</u></b> | <b><u>Blind Box</u></b> | <b><u>Promo Type</u></b> | <b><u>Materials</u></b> |
| 0                         | 0                    | 0                        |                         |                          |                         |

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| <b><u>Invoice Text</u></b><br>NOTICE OF MEETING | <b><u>Ad Order Notes</u></b><br>DISPLAY AD |
|-------------------------------------------------|--------------------------------------------|

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| <b><u>Net Amount</u></b> | <b><u>Tax Amount</u></b> | <b><u>Total Amount</u></b> | <b><u>Payment Method</u></b> | <b><u>Payment Amount</u></b> | <b><u>Amount Due</u></b> |
| \$37.20                  | \$0.00                   | \$37.20                    |                              | \$0.00                       | \$37.20                  |

|                         |                       |                       |                     |                                 |                                |
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| <b><u>Ad Number</u></b> | <b><u>Ad Type</u></b> | <b><u>Ad Size</u></b> | <b><u>Color</u></b> | <b><u>Production Method</u></b> | <b><u>Production Notes</u></b> |
| 0002131471-0            | Legal                 | : 2.0 X 6.0000"       | <NONE>              | External                        |                                |

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| <b><u>External Ad Number</u></b> | <b><u>Ad Attributes</u></b> | <b><u>Ad Released</u></b> | <b><u>Pick Up</u></b> |
|                                  |                             | No                        |                       |

| <b><u>Product Information</u></b>                                                   | <b><u>Placement/Classification</u></b>               | <b><u>Run Dates</u></b> | <b><u># Inserts</u></b> | <b><u>Cost</u></b> |
|-------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------|-------------------------|--------------------|
| <b><u>Run Schedule Invoice Text</u></b><br>Palm Coast-Palm Coast::<br>LEGAL DISPLAY | <b><u>Sort Text</u></b><br>ROP Legal<br>LEGALDISPLAY | 4/18/2015               | 1                       | \$37.20            |



# PUBLIC MEETING NOTICE 2015 FLORIDA RECREATIONAL TRAIL PROGRAM GRANT

Flagler County is considering applying to the Florida Department of Environmental Protection (FDEP) for a Florida Recreational Trails Program (F RTP) grant for Two Hundred Thousand Dollars (\$200,000.00). These funds will be used for the following purposes:

1. To improve and increase parking at Graham Swamp Trail on the Colbert Lane entrance.
2. To install a new public restroom facility with ADA parking and sidewalks.
3. To design and install a pump track adjacent to the existing bike trails.
4. To improve connectivity between other existing trails in the County.

Graham Swamp Trail is classified as a Nonmotorized Diverse Use Trail used by hikers, bikers, runners and nature enthusiasts.

The public meeting to receive citizen views concerning the trail project will be held at the Flagler County Government Services Building, First Floor Conference Room located at 1769 E. Moody Blvd., Bldg 2, Bunnell, FL on Thursday, April 23rd, 2015 at 10:00 a.m. For information concerning the public meeting, contact Ms. Liz Yates at phone: (386) 313-4183 or email: [eyates@flaglercounty.org](mailto:eyates@flaglercounty.org).

The public meeting is being conducted in a disability accessible location. Any non-English speaking person wishing to attend the public meeting or any disabled person requiring special accommodations or an interpreter for the hearing or visually impaired should contact Ms. Liz Yates by phone: (386) 313-4183 or email: [eyates@flaglercounty.org](mailto:eyates@flaglercounty.org) prior to the meeting and accommodations will be provided. To access a Telecommunications Device for Deaf Persons (TDD), please call (386) 313-4183.



**FLAGLER COUNTY  
PARKS AND RECREATION ADVISORY BOARD  
REGULAR MEETING**

**DATE AND TIME:** Wednesday, April 22<sup>nd</sup>, 2015 – 10:00 AM

**LOCATION:** Government Services Building – 1769 E. Moody Blvd.  
Building #2, First Floor, Conference Room, Bunnell, FL

**AGENDA**

- 1) Approval of March 25<sup>th</sup>, 2015 Minutes.
- 2) Request for use of Betty Steflik Pavilion by the Flagler Audubon Society, Inc. on May 2<sup>nd</sup>, 2015 to hold their annual picnic and bird walk.
- 3) Request for a fee waiver for use of Betty Steflik Pavilion by the Flagler Audubon Society, Inc. on May 2<sup>nd</sup>, 2015 to hold their annual picnic and bird walk. This group is a non-profit organization.
- 4) Staff Members time  
Open discussion about Florida Recreational Trails Program grant for the proposed Graham Swamp improvements and pump track project.
- 5) Board Members time
- 6) Public Comment time
- 7) Adjournment

PLEASE TAKE NOTE THAT INDIVIDUAL COMMISSIONERS OF THE BOARD OF COUNTY COMMISSIONERS MAY ATTEND THIS MEETING. THE COMMISSIONERS WHO ATTEND WILL NOT TAKE ACTION OR TAKE ANY VOTE AT THIS MEETING. THIS IS NOT AN OFFICIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY. THIS NOTICE IS BEING PROVIDED TO MEET THE SPIRIT OF THE SUNSHINE LAW TO INFORM THE PUBLIC THAT COMMISSIONERS MAY BE PRESENT AT THESE DISCUSSIONS.

PURSUANT TO SECTION 286.0105 OF FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE MEETINGS SHOULD CONTACT THE PARKS & RECREATION DEPARTMENT AT (386) 313-4020 AT LEAST 48 HOURS PRIOR TO THE MEETING.



**FLAGLER COUNTY  
PARKS AND RECREATION ADVISORY BOARD  
Flagler County Government Services Building  
First Floor Conference Room  
April 22<sup>nd</sup>, 2015  
10:00 AM**

**Regular Meeting Minutes**

**BOARD MEMBERS PRESENT:** Arnold Levine, Rick Belhumeur, George Fortuna, George Harnden, Robert Tabit, Tim Mrus,

**EXCUSED ABSENT:** Jamie Likins

**STAFF PRESENT:** Frank Barbuti, Liz Yates

Arnold Levine called the meeting to order at 10:00 AM.

**Agenda Item #1** – Approval of March 25<sup>th</sup>, 2014 Minutes.  
*Approved unanimously.*

**Agenda Item #2** – Request for use of Betty Steflik Pavilion by the Flagler Audubon Society, Inc. on May 2<sup>nd</sup>, 2015 to hold their annual picnic and bird walk.  
*Approved unanimously.*

**Agenda Item #3** – Request for a fee waiver for the use of Betty Steflik Pavilion by the Flagler Audubon Society, Inc. on May 2<sup>nd</sup>, 2015 to hold their annual picnic and bird walk. This group is a non-profit organization.  
*Approved unanimously.*

**Staff Members Time** – Open discussion about Florida Recreational Trails Program grant for the proposed Graham Swamp improvements and pump track project:  
Quick introduction of the Florida Recreational Trails Program grant including amount for which we are applying. Passed around budget worksheet to Board members.  
Explanation of parking lot expansion, dimensions of shell area and paved areas.  
Questions regarding amount of “new” parking spots answered by staff. Almost double what is existing, but also more organized due to parking bumpers being installed.  
Explanation of pump-track definition and measurements proposed.  
Addition of 529 sqft bathroom and ADA parking and sidewalk connecting area parks and trails.  
Explanation of working with local group, Graham Swamp Trail Crew, Mickey Garrett approaching the Parks Department and County Administrator.  
Land Manager did a site assessment to conclude that no environmental issues will be .  
Request for any additional questions.

**Board Members Time** –

**Adjournment**

*Meeting adjourned at 10:45 AM*



## **GSTC Meeting Minutes, April 21, 2015**

**Flagler County:** Frank Barbuti, Mike Lagasse, Liz Yates

**Graham Swamp Trail Crew:** Mickey Garrett, Brian Martin, Dick Truxaw, Christy Truxaw, Shane Applegate, Eddie Jensen, Michael Kurek, Carrie Meng, Cary Strzepek, Terry Peres

### **History:**

Graham Swamp MTB Trail has brought riders from all corners of the world. The trail has grown since 2000 from an unknown gem in the rough to a recognized enthusiast's trail. Trail connoisseurs from around the world have been pleasantly surprised at the amount of elevation changes, technical qualities and trail maintenance of the Graham Swamp MTB trail. Here is a link to a long list of reviews of this trail:

[http://trails.mtbr.com/cat/united-states-trails/trails-florida/trail/grahm-swamp/prd\\_167485\\_4540crx.aspx](http://trails.mtbr.com/cat/united-states-trails/trails-florida/trail/grahm-swamp/prd_167485_4540crx.aspx)

As the years go by, the mtb trail has experienced a growth in popularity. Weekend mornings often find the main trail head parking area full with overflow extending past the fence. Provide photographic evidence if possible. Quick definition of pump track. "A pump track is a small track, built using as little as 10 x 30 feet of land, and is a looping trail system of dirt berms and "rollers" (smooth dirt mounds for pumping) designed for bicycling without the rider pedaling. The name comes from the pumping motion used by the cyclist's upper and lower body as they ride around the track. The purpose of a pump track is to use this pumping motion to maintain speed around the track without pedaling."-Wikipedia

### **General Discussion:**

Mr. Barbuti thanked everyone for attending and after introductions, began discussing the proposed Graham Swamp Preserve Improvements 2015. Flagler County is applying for a Florida Recreational Trails Program Grant for funding assistance. Any assistance GSTC can render in the form of trail statistics, photographs on busy days, data to help show the need for expanded facilities and new pump track will help in points allocated during approval process.

Pump tracks are a great secondary feature to a trail system. Pump tracks help provide for a family experience. Riders of all ages and skills use pump tracks for warming up, training, racing or just plain "hauling".

To date, the nearest public pump track is in Santos, FL.

Everyone agreed to the proposed location and layout. Additionally, the Pump track shall have 1 entry/exit point. Signage was discussed and Christy spoke to Liz about providing GSTC logos where appropriate.

There is also the possibility that we can have a Sponsor program for help with the pump track. GSTC to investigate. Public participation helps raise points for grant approval. Please send Liz any trail statistics and pictures of crowded parking lot. We need to show the need for additional parking, facilities and pump track. A bike wash was suggested as a useful addition to the facility expansion. Mickey spoke of a fellow rider who brings his own bike cleaning apparatus to help keep his compact car clean after sloppy riding conditions.

Mr. Barbuti informed us that should be an easy revision. Mr. Lagasse explained that a bike wash station is very helpful in preventing invasive species growth as seeds can stick to equipment and cleaning prior to transit is key in mitigating this issue.

Christy asked about including picnic tables in the improvements. There was no determination, but GSTC would be willing to donate a new picnic table with appropriate approval and security provisions.

Terry raised the possibility of trail counters in the future to better understand weekly, monthly and annual usage statistics.

There was mention of a thank you letter, but I missed the details.

Public meeting this Thursday, April 23, at the Government Services Building in Bunnell.

It will be held on the 1st floor overflow room at 10 am.





## Graham Swamp Trail Crew

April 21, 2015

Flagler County Board of County Commissioners  
1769 East Moody Blvd.  
Building 5  
Bunnell, FL 32110

Dear Liz Yates,

Thank you for the opportunity to speak with you today. I know that your time is valuable, and I appreciate your willingness to assist GSTC with our goal to improve the Graham Swamp Preserve.

Your presentation regarding the opportunity to improve and expand the existing parking, along with the addition of a public restroom, as well as the creation of a pump-track near the entrance of the main trail was particularly insightful. Those who participated were excited for the possibilities for all family's.

Thank you again for your valuable input.  
Please do not hesitate to contact us at any time should you have questions or concerns.

Sincerely,

Mickey Garrett  
President  
Graham Swamp Trail Crew