

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and NASSAU COUNTY (FCT Recipient), a political subdivision of the State of Florida, in order to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

* * * * *

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

WHEREAS, Section 259.101(3)(c) of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds Series 1992A (the Series 1992A Bonds);

WHEREAS, the Series 1992A Bonds were issued as tax-exempt bonds, meaning that the interest on the Series 1992A Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-4, F.A.C., sets forth the procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, the FCT Governing Body met on May 10-11, 1993, to rank and select the projects that were to receive Conceptual Approval for funding;

WHEREAS, the FCT Recipient's project was selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of Conceptual Approval that must be satisfied by FCT Recipient prior to the disbursement of any FCT Preservation 2000 Series 1992A award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series 1992A award.

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

I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by FCT Recipient and returned to the FCT office at 2740 Centerview Drive, Tallahassee, Florida 32399-2100 within ninety (90) days of mailing by FCT to the FCT Recipient. Upon receipt by FCT of the signed Agreements, FCT will execute the Agreements, retain one original copy and return all other copies to FCT Recipient.

2. Conceptual Approval for funding shall be until April 8, 1994. In the event a project plan has not received project plan approval by April 8, 1994, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation in compliance with Rule 9K-4.010(2)(k), F.A.C. If the Recipient does not request an extension, or if an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 Series 1992A award granted to the FCT Recipient by the Governing Body shall be withdrawn and this Agreement shall become null and void.

3. The FCT Preservation 2000 Series 1992A award granted to the FCT Recipient will in no event exceed the lesser of ONE HUNDRED percent (100%) of the final total project costs, as defined in Rule 9K-4.002(31), F.A.C., or NINE HUNDRED NINE THOUSAND AND 00/100 Dollars (\$909,000.00), unless the FCT Governing Body approves a greater amount pursuant to Rule 9K-4.011(2)(a), F.A.C.

4. The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #92-034-P2A. The Governing Body reserves the right to withdraw its FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved or if the priority parcel(s) identified in the acquisition plan prepared pursuant to Section II, paragraph 4., hereinbelow cannot be acquired through negotiations by the FCT, or the FCT Recipient if a multi-party agreement is in effect.

5. FCT awards will only be delivered at the closing of the Project Site to the FCT Recipient or a third party that is designated pursuant to Section 253.025(17), F.S. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT award that corresponds to the parcel being closed. FCT will prepare a reconciliation statement prior to the closing of the Project Site parcel that will evidence the amount of local match provided by the FCT Recipient and the portion of the FCT award that corresponds to the parcel being closed.

6. The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series 2A Funding Cycle on May 11, 1993. If by government action taken subsequent to May 11, 1993, a Project Site is given an enhanced highest and best use which would result in a governmentally derived higher value, the FCT acquisition activities will be terminated unless the seller agrees that the appraisal will be done at the highest and best use of the Project Site on or before May 11, 1993.

7. FCT Recipient agrees to make diligent efforts to submit the documentation that is required in this Agreement as soon as is reasonably possible to FCT so that the Project Site may be acquired in an expeditious manner.

8. This Agreement may be amended at any time prior to FCT giving project plan approval to the FCT Recipient. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

II. REQUIREMENTS THAT MUST BE MET PRIOR TO INITIATION OF PROJECT SITE NEGOTIATION

1. No later than August 31, 1993, the FCT Recipient must provide FCT with copies of the Property Tax Identification cards for each parcel that comprises the Project Site.

2. No later than August 31, 1993, the FCT Recipient must either enter into a multiparty agreement with FCT or advise FCT

in writing that it will not enter into a multiparty agreement. If the FCT Recipient does not enter into a multiparty agreement, FCT shall conduct all of the acquisition activities and negotiations for the Project Site.

3. No later than October 31, 1993, the FCT Recipient must provide FCT a Resolution(s) stating that:

a. the FCT Recipient reaffirms the representations made in FCT Application #92-034-P2A;

b. the FCT Recipient shall, on the anniversary date of the approval of the project plan by the Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

4. No later than October 31, 1993, the FCT Recipient must deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the FCT Recipient and FCT.

5. In the event the Project Site is comprised of multiple parcels, FCT Recipient will provide an acquisition plan to FCT no later than October 31, 1993. The acquisition plan must be approved by FCT prior to the commencement of negotiations for any parcel in the Project Site. The acquisition plan will address the order in which the Project Site parcels will be acquired and the measures that will be taken to assure that the entire Project Site will be acquired with the FCT Preservation 2000 Series 1992A award to the FCT Recipient.

III. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT PLAN APPROVAL

1. As a condition of project plan approval, the local comprehensive plan(s) of the FCT Recipient must either be found in compliance as defined in Rule 9K-4.011(2)(h), F.A.C., or the FCT Recipient must have executed a stipulated settlement agreement with the Department of Community Affairs to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued to the FCT Recipient pursuant to Section 163.3184(8), Florida Statutes.

2. Prior to disbursement of award funds by FCT, the FCT Recipient must prepare a project plan that complies with Rule 9K-4.011, F.A.C. This project plan must include the following documents for review and approval by FCT:

a. A signed agreement for acquisition of the Project Site that is prepared consistent with the requirements of

Section 253.025, F.S.

b. A statement of the total project cost, including all non-recurring costs of project development.

c. A statement of the amount of the award being requested from the FCT.

d. A statement from each FCT Recipient in whose jurisdiction the Project Site is located that the project plan is consistent with the local comprehensive plan.

e. A management plan that is acceptable to FCT and that at a minimum addresses the criteria and conditions set forth in Section V, VI and VII hereinbelow and Exhibit A, which is attached hereto and incorporated herein by reference.

f. In the event that the FCT Recipient is a partnership, the FCT Recipient must provide FCT with the interlocal agreement which sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site.

g. An affidavit from the FCT Recipient evidencing that after conducting a diligent search, the FCT Recipient, to the best of its knowledge, represents that there are no existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

IV. PROJECT SITE TITLE CONDITIONS

1. FCT and the Board of Trustees of the Internal Improvement Trust Fund shall have the right to approve the terms under which the interest in land is acquired.

2. The transfer of title to the Board of Trustees of the Internal Improvement Trust Fund for the Project Site shall not occur until the requirements for the acquisition of state lands as specified in Section 253.025, Florida Statutes, and Rule Chapter 18-1, F.A.C., have been fully satisfied by the FCT Recipient and FCT.

3. Title to the Project Site shall first be titled in the Board of Trustees of the Internal Improvement Trust Fund to be conveyed thereafter to the FCT Recipient.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes, Section 9, Article XII of the State Constitution, and the FCT approved management plan submitted for project plan approval and shall contain reverter clauses providing for the reversion of title to the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes.

5. If any essential term or condition of a grant or loan is violated and the FCT Recipient does not correct the violation within 30 days of receipt of written notice of violation, title to all interest in the Project Site shall immediately revert to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the FCT Recipient shall set forth the reversionary interest retained by the Board of Trustees of the Internal Improvement Trust Fund.

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

7. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall immediately revert to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization.

**V. OBLIGATIONS OF THE FCT RECIPIENT AS
A CONDITION OF PROJECT FUNDING**

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

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

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

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

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

**VI. OBLIGATIONS OF THE FCT RECIPIENT
RELATING TO THE USE OF BOND PROCEEDS**

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

order to evaluate the legal and tax consequences of such activity or interest:

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

b. the operation of any concession on the Project Site to any person or organization;

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

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

e. a management contract of the Project Site with any person or organization; and

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

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

a. a sale of the Project Site or a lease of the Project Site to any person or organization;

b. the operation of a concession on the Project Site by any person or organization;

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

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

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

f. a management contract of the Project Site with any person or organization; and

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

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

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

1. Outdoor recreation facilities including interpretive displays, nature trails, shelters, and educational programs in coordination with the local public school system shall be provided. These facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. Environmental education programs related to the natural resources on the Project Site shall be developed and implemented.

3. The timing and extent of a vegetative survey of vegetative communities and plant species on the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of the site to ensure the protection, restoration and preservation of the natural resources on the Project Site.

4. The Project Site shall be managed in a manner that will optimize habitat conditions for listed wildlife species that utilize or could potentially utilize the Project Site. The FCT Recipient shall coordinate with the Florida Game and Fresh Water Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall conduct periodic surveys of listed species using the Project Site.

5. A vegetative analysis of the Project Site shall be performed in coordination with the Division of Forestry and the Florida Game and Fresh Water Fish Commission to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities and improve and enhance wildlife habitat values.

6. The Nassau River shoreline shall be protected from erosion and other damage caused by unrestricted public access on the Project Site. The FCT Recipient shall coordinate with the appropriate state and federal agencies in developing a public

access plan for suitable recreational utilization of the beach and shoreline area that will minimize adverse impacts to the natural eco-system, provide shoreline stabilization and assist in erosion control.

7. A survey of the disturbed upland mixed hardwood forest which was altered due to human habitation, shall be performed to develop a restoration plan for re-establishing a native vegetative community. This portion of the Project Site and any other degraded natural areas will be restored over a reasonable period of time in cooperation with the Division of Forestry, the Florida Game and Fresh Water Fish Commission, and the St. Johns River Water Management District.

8. The FCT Recipient shall include in its educational programs and facilities a discussion of the unique topographic, historical, and archaeological character of the Project Site and how these characteristics contributed in the development of the region.

9. The FCT Recipient shall coordinate with the St. Johns River Water Management District (SJRWMD) and the Florida Department of Transportation (FDOT) in the wetland restoration and mitigation areas adjacent to Santa Juanna Creek at the crossing of State Road 107. The FCT Recipient shall review the plans for FDOT Highway Project No. 74050-3502 (S.R. 107) with both FDOT and SJRWMD to insure that the proposed stormwater runoff design and wetland mitigation areas incorporate proper plant species that will function to improve surface water quality and to decrease stormwater pollutant loads into the Nassau River.

10. The FCT Recipient shall coordinate with the Department of Environmental Protection's Office of Protected Species Management in the preparation of the management plan and shall require that the proposed boat launching facilities be limited to non-motorized vessels due to manatees using the river in the project area. The FCT Recipient shall coordinate with the Department of Environmental Protection in developing informational signs relating to protection of manatees and their habitat and shall be required to post a sign stating that motorized boats are prohibited within the Project Site.

11. The FCT Recipient will request technical assistance from the National Park Service in the preparation of the management plan in order to ensure compatibility with the adjacent Timucuan Ecological and Historic Preserve.

12. The FCT Recipient shall ensure that the Project Site is sufficiently buffered from adjacent adverse impacts, including the adjoining residential development, to prevent disturbing the site and populations of migratory waterfowl that use the site.

13. The FCT Recipient shall develop and implement a historic preservation plan in coordination with the Division of Historical Resources to ensure the protection of the historical and archaeological character of the Project Site.

14. The FCT Recipient shall require the property owner to initiate investigations with the Division of Historical Resources and other appropriate state agencies to determine whether or not the abandoned building (cannery/metal object), located along the Project Site in the Nassau River, is of historical significance. If it is determined by the Division of Historical Resources that the cannery is of no significant historical value and may be a public hazard, the FCT Recipient shall require the removal of the abandoned building (cannery) prior to acquisition negotiations.

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

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

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

NASSAU COUNTY, a political subdivision of the State of Florida,
BY ITS BOARD OF COUNTY COMMISSIONERS

FLORIDA COMMUNITIES TRUST

BY: _____

Title: James E. Irvine
Chairman

Date: 11-8-93

Linda Loomis Shelley
Linda Loomis Shelley, Chairman

Date: December 1, 1993

Accepted as to Form and Legal Sufficiency:

[Signature]
Date: 11/8/93

Accepted as to Form and Legal Sufficiency:

[Signature]
Date: 1-18-93

"EXHIBIT A"

FLORIDA COMMUNITIES TRUST MANAGEMENT PLAN REQUIREMENTS

The conceptual management plan submitted as a part of an application for funding from the Preservation 2000 Program of the Florida Communities Trust serves as the basis for the management plan required of applicants selected for funding. Commitments made in the application and conditions outlined in the Conceptual Approval Agreement must be incorporated in the management plan. Include maps, surveys, site plans, and other supporting documents where appropriate. The following, where applicable to the Project Site, reflects issues to be addressed in the management plan:

Introduction

Provide general information such as the project name and location of the Project Site, descriptive or historical information relevant to site management and an outline describing the contents of the management plan.

Include a provision to ensure that signs, literature, and advertising for the Project Site identify it as being publicly owned, open to the public and operated as a natural resource conservation area, outdoor recreation area, or other appropriate descriptive language, and identifying the Project Site as having been purchased with funds from Florida Communities Trust and the Recipient.

Purpose

Provide a statement of purpose for which the Project Site will be acquired and managed, including the type of proposed activities. Identify the specific management objectives that achieve this intended purpose, including the local government comprehensive plan goals and Florida Communities Trust Preservation 2000 Program goals to be furthered by managing the site as proposed. The purpose and activities on the Project Site need to conform with Preservation 2000 Act requirements that allows outdoor recreation activities, provided that the recreational use does not interfere with the protection of natural resource values that exist on the Project Site.

Structures and improvements

Physical improvements:

Provide a list of existing and/or proposed physical improvements and a master site plan showing the approximate location of the improvements. These might include, but are not limited to, signs, nature trails, observation towers, fences, campgrounds, restrooms, educational space, utility corridors, parking areas, and any other

Security and Safety:

Identify the parties responsible for providing protection and prevention of vandalism, theft, trespassing, fires or other property damage. Identify measures and design features to protect the Project Site and the public using the site.

Staffing:

Identify the expected staffing requirements for management of the Project Site including both permanent and volunteer staff.

Natural resource protection:

Identify the natural resources requiring protection and identify associated issues, problems, and proposed management. This may include such activities as the following: environmental educational programs; baseline survey of vegetative communities, plant species, and animal species; actions to protect listed plant species, listed animal species and their habitat, and imperiled or critically imperiled vegetative communities; long term monitoring program to insure the continued viability of the listed animal species and vegetative communities on the project site; protection of geological features; protection of surface water and groundwater quality; hydroperiod management; prescribed burns; etc.

Identify areas within the Project Site that require different degrees or types of management and the appropriate management strategy for each area.

Identify procedures to coordinate with the Florida Game and Freshwater Fish Commission and U.S. Fish and Wildlife Service for appropriate guidance, on protection and restoration of listed animal species and their habitat.

Include a procedure to forward listed species information to the Florida Natural Areas Inventory.

Archeological and historical resource protection:

Identify known archeological or historical sites on the Project Site and appropriate procedures for protecting and managing the archeological or historical sites. Outline procedures to protect and manage archeological or historical sites that may be identified in the future.

Include a procedure to determine the presence of any archaeological sites that may exist in an area proposed for development prior to the commencement of any development activities. Develop procedures to coordinate with the Department of State, Division of Historic Resources, on activities involving known archaeological sites or potential site areas in order to prevent the disturbance of significant sites.

Incorporate a provision that the collection of artifacts or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.