

## **Three Sisters Springs Community Working Group**

### Executive Summary

A community working group reached consensus on the following six recommendations.

1. A Visitors Center should be built off the of property contiguous to or as close as possible to Three Sisters Springs (TSS).
  1. This should include parking and interactions such as ticket sales, gift shop, interpretive displays, general TSS facts etc.
2. Visitors from the Visitors Center should either walk or be transported onto the property.
  1. There should be minimal vehicular traffic and parking on the property i.e. staff only.
3. An Educational Building should be built on the property.
  1. The intended audience is all ages - children through seniors.
  2. A consensus of the details of the building: footprint, square footage, interior arrangement, location, staffing, maintenance etc, could not be achieved.
  3. The group recommended USFWS and Friends group conduct further community workshops to define the vision and mission of the Education Building/Center. Citrus Schools may recommend curriculum guidance and expertise. Discussion included possible hands-on field trips/excursions and lesson plans. Refuge could serve as an outdoor laboratory full of opportunities to supplement and support current classroom activities.
4. Improvements to the property should have due consideration to minimize the impact and intrusive nature to the residential neighbors around the TSS Property.
5. Improvements to the property should be flexible and evolve as needed.
  1. Changes can and should be made as new information is learned. Examples include:
    1. Visitor Capacity: seasonal maximum and minimums, durations, visitor feedback, etc.
    2. Educational opportunities and requests.
6. Restore native habitat. The natural plant habitat should be restored on and around current and future trails.

## Executive Summary - Continued

In addition, the working group gained consensus on the following principles:

- Visitor to the property should have a robust holistic educational experience.
  - All aspects of the experience should be "World Class".
  - Conserve, protect and enhance natural resources.
  - ECO-System Eco-friendly and Water based.
  - TSS Property should expand visitor overall knowledge and information of the springs and its function as a manatee sanctuary, the aquifer, Karst system, river etc. By contrast Homosassa Springs Wildlife Park has "Wildlife theme" and TSS should have a "Water theme".
  - All ages - Kindergarten through Senior.
  - Include passive opportunities
    - More extensive and naturally restored walking paths and trails.
    - Educational signage, passive interpretive signage and or MobileApp based.
    - Technical based tours.
    - Property and trails should incorporate "The Arts" using art to teach visitors about wildlife and habitat found along path and property - becomes a destination  
See: <https://www.fws.gov/refuge/willapa/arttrail.html>
- Viewing platforms as per the Management Plan
- Include bike rack at the entrance to connect current Crosstown Trail.
  
- Use the best environmental and eco-friendly practices, where practical, in the design of programs, infrastructures, transportation, etc..
  - Appropriately sited restrooms.
  - Attractive and welcoming entrance.

## Supporting Information

The TSS Community Working Group was brought together to provide the City of Crystal River Council members and Staff a recommendation on how to move forward with improvements to TSS property. The group met four times from June 22, 2016 to September 21, 2016. The objective of the meetings was "*To produce a community written guidance document detailing priority actions and timelines for the TSS property*".

Meeting objectives included;

- Develop trust and community between working group members.
- Develop a shared understanding of the property and project history.
- Develop shared understanding of the covenant requirements which may include common definitions of terms.
- Brainstorm a list of potential priorities for TSS.
- Discuss pros and cons of management activities and categorize based on importance, feasibility, desirability and cost.

The group discussed and reviewed the twenty-one (21) Covenants in the Declaration of Restrictive Covenants Agreement for TSS. The following is a summary of the discussion.

\*Note there seems to be a mis-numbering as covenant number 5 does not exist.

Complete:

1. Zoning changes.
4. A recognition sign.
10. Develop storm water facilities. Completed by SWFWMD with installation of the Wetlands
13. A significant rotation of the wetlands shall be planted with native vegetation.
11. Storm water facility shall provide recreation open space of wildlife habitat.
18. A safe pedestrian sidewalk connection between the site and existing sidewalk.

Partially implemented:

2. Provide at least four recreational facilities. Two of four have been installed: A picnic pavilion and a wildlife platform had been installed.
6. At least 12 regularly scheduled educational classes shall be schedule per year. There was much discussion on this, especially as is pertains to an educational building on the property. Events that meet this covenant include: USFWS open houses, Marine Science Station expeditions to TSS., Friends Education Tours, USFWS SUP Tours. i.e. film crews etc. Also enhancements to the trails as indicated above in the executive summary contributes to this covenant.
8. Protect and enhance the listed and non-listed native wildlife species and habitat. Partially implemented with improvement to Crystal Lake.
9. Parking will have minimal impact. Temporary parking has minimal impact. Per 1 and 2 above regarding the Visitors Center, this will complete this covenant when implemented.
12. A significant portion of the upland area will be planted with native vegetation.
16. A feral animal program shall be implemented.
19. A natural trail shall be provided. A trail existed however significant improvements are recommended by adding interpretive signage and or electronic Mobile APPs.
20. The project shall be linked to the land based trail system.

On going and will continue in perpetuity:

7. The project site shall be preserved and managed. This is in progress with the completion of the SWFWMD wetlands project and additional planting on the property.
14. Exotic vegetation shall be removed.
15. An ongoing monitoring and control program for invasive vegetation shall be implemented.
17. Determine the presence of archaeological signs.
21. Ground or surface water shall not be used for commercial purposes.

Not implemented:

3. Provide access to existing open water shoreline. A clarification from Florida Communities Trust (FCT) as the intent of this covenant is needed. As such, the working group could not come to a consensus.

The following recommendations were discussed as part of a “wish list” and are presented here merely to provide whatever input a development firm, architects etc, may choose to use or not to use.

- No trash cans on the property outside the educational building - bring out what you bring in. Example *“Leave No Trace”*
- Any buildings improvements to the property should blend in with the natural surroundings.
- Allow pedestrian access.
- Composting toilets.

A list of potential recreational activities that could meet Covenant Number 2 [Passive Recreation] were developed:

Fishing pier  
Bike path  
Birding stations  
Tree/Shrub identification  
Manatee fact challenge  
Elevated or raise boardwalk around new wetlands area  
Nature path  
GEO catching  
Diving in Lake Crystal  
Nature photography

Pros and Cons to help aid and determine if a Visitor Center/Educational Building should be On or Off the property were listed:

#### On Property

Easy to alternate between classroom and the environment  
Can monetize visitors  
Can incorporate restrooms  
Well done Florida cracker style with small classrooms  
Simple, small, no frills, no air conditioning

#### Off Property

Do not want to see buildings, parking, cars or buses on the property  
Needs to be as natural as possible with minimal development  
Will off-set the blight on highway 19, more room and more visibility  
Potential to have everything under one roof; ticket sale, gift shop, educational center etc  
Want to maintain the natural/preserve aspect. Worried about the slippery slope of development and parking  
Concerns about using the property at night  
Less is best

### Future Questions

Despite much discussion and give and take, consensus was not achieved on the following issues and further discussion is required.

- Should there be limit on the number of people on the property at any one time and if so how many?
- Should there be a limit to the number of people on the boardwalk at one time and if so, how many?
- The details of an Educational Building as presented above.

Minutes for each meeting and are available through the City of Crystal River Deputy Clerk.

## Working Group Members

Name	Community Organization
Dee Atkins	Citizen at large
Mike Crouch	Kings Bay Rotary
Charles Dixon	Citrus County School District
Mike Engiles	META (Manatee Eco-Tourism Adventures)
Tom Gotterup	Friends of Crystal River National Wildlife Refuge
Jack Huegel	Save Crystal River, Inc.
Janis Huegel	Save Crystal River, Inc.
Joan Luebbe	CR Waterfronts Advisory Board
Bob Mercer	Citizen at large
Mary Morgan-Smith	Friends of Crystal River National Wildlife Refuge
Gerry Mulligan	Crystal River Area Council
Earnie Olsen	Marine Science Station School District
Ardath Prendergast	Citrus County Chamber of Commerce
Pat Rose	Save the Manatee Club
Philis Rosetti-Mercer	Crystal River Waterfronts Advisory Board
Charlie Slider	META (Manatee Eco-Tourism Adventures)
Adam Thomas	Citrus County Tourist Development
Katie Tripp	Save the Manatee Club
Josh Wooten	Citrus County Chamber of Commerce
Joy Hazell	Facilitator
Lisa Morris	City of Crystal River Deputy Clerk



# THREE SISTERS SPRINGS PROJECT MANAGEMENT PLAN

Florida Communities Trust (FCT) Project #08-088-FF8

A project of:  
The City of Crystal River  
The U.S. Fish and Wildlife Service, and  
The Southwest Florida Water Management District

Management Plan Prepared on July, 2010

## **Executive Summary**

The effort to acquire the 57+/- acre Three Sisters Springs property for public ownership has been a multi-agency partnership focused on conserving three second-order magnitude springs and lands that surround them. The project is aimed at protecting these significant natural resource values from environmental degradation that would be caused by the development of proposed residential single-family and multi-family homes, as well as the potential for a bottled water facility. The Three Sisters Springs site is located within the acquisition boundary of the Crystal River National Wildlife Refuge (NWR) and represents what is arguably the most significant site for West Indian manatee protection in all of Florida.

The Three Sisters Springs property is located immediately south of downtown Crystal River (FL), and originally was a part of a natural wetland ecosystem adjacent to Kings Bay. In the early 1970's the trees in the forested wetland were removed and an eight-acre lake was dredged in the center of the site. The dredged material was used to fill the immediate wetlands area with the intent of creating a site suitable for residential development.

In 2008, a 300+ unit residential development project was planned for the site. However, prior to completion of the site plan and permitting requirements, the property ownership group acknowledged the environmental importance of the site, and agreed to work with a coalition of conservation groups to see if a feasible plan could be developed to acquire the property for conservation purposes, while also continuing to move forward with development plans in the event the conservation acquisition effort failed.

As a cornerstone in this conservation endeavor, the City of Crystal River agreed to serve as the lead agency in what ultimately was a successful application for a Florida Communities Trust (FCT) grant. The acquisition effort was further bolstered by the Southwest Florida Water Management District (SWFWMD) stepping forward with Florida Forever funding to be used as the match for the FCT grant funding, which resulted in SWFWMD holding a 30% ownership interest in the site. SWFWMD further committed to creating a wetlands area on site to provide stormwater treatment for runoff from adjacent commercial and residential areas.

The Friends of the Chassahowitzka National Wildlife Refuge Complex (Friends) and the National Wildlife Refuge Association took on the leading role in raising \$2.7 million in private funding. The U.S. Congress appropriated \$3.0 million to the US Fish and Wildlife Service (FWS) for land acquisition, with the City of Crystal River, Citrus County, the Citrus County Tourist Development Council also providing financial support. The \$2.7 million in private financial support came from The Felburn Foundation and several other environmental groups, as well as a multitude of private citizens and various civic clubs. The FWS funding and the Felburn

Foundation funding ultimately went to acquire the Consumptive Use Permit (CUP) and related water value from the site owners.

Since the inclusion of Crystal River/Kings Bay as a priority water body in its Surface Water Improvement and Management (SWIM) program in 1988, SWFWMD has pursued strategies and programs to improve water quality conditions in this unique tidally-influenced first-magnitude spring system. In keeping with those efforts, SWFWMD has committed to pursuing stormwater treatment via the construction of the previously-mentioned treatment wetlands on the Three Sisters Springs site. To further the environmental impact of this site, SWFWMD has also committed to including elements in the wetland design that will attract birds and other wildlife.

The FWS has committed to managing the overall site in cooperation with the City and SWFWMD once the property is acquired. The FWS will manage the property as part of the Crystal River NWR under a management agreement with the City and SWFWMD. SWFWMD will be involved with the site through the completion of construction of the treatment wetland and will then turn the wetland over to FWS for management and maintenance.

Given the prime opportunities for land-based manatee observation that the Three Sisters Springs site offers, FWS has developed plans to install at least one observation platform adjacent to the springs. The environmental experience will be further enhanced through the development of an on-site environmental center that will focus on manatees and the complex Kings Bay ecosystem. The site will also offer public amenities such as the creation of a nature trail, a canoe/kayak launch, youth fishing areas on the lake, and additional bird habitat through creation of the wetland treatment area.

The conservation of the Three Sisters Springs property fulfills the City's long-term goal of creating a waterfront open space with trails and connection to Kings Bay. Additionally, the City is working to further bolster the City's eco-tourism trade and the City will be providing safe pedestrian/biking access from its downtown area to the Three Sisters Springs site. That access will connect the Three Sisters Springs site to the City's other waterfront parks and the various water-based activities that define the City of Crystal River.

With time, the Three Sisters Springs site is expected to become a critical resource for the observation and protection of the manatee, while also playing a key role in the restoration and maintenance of water quality within the Kings Bay/Crystal River springs system. The environmental education center, nature trails, and restored wildlife habitat will further enhance an environmental experience that will be in total keeping with the area's reputation as "Florida's Nature Coast".

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- C. Public Lands Map
- D. Natural Communities Map
- E. Biota Known or Likely to Occur at Three Sisters Springs (Crystal River, Florida)
- F. Exotic Pest Council of Florida's Most Invasive Species List
- G. City Bike Tail Network Map
- H. Declaration of Restrictive Convents
- I. Management Agreement with Fish and Wildlife Service

## **Introduction**

The Three Sisters Springs project involves the public acquisition of a 57-acre site that contains three second-order springs that play a critical role in both manatee protection and efforts to restore water quality in the Kings Bay/Crystal River spring system. The site is located in the City of Crystal River, on the west coast of Florida.

The site was originally a part of wetlands ecosystem located adjacent to Kings Bay. In the 1970s, the property was cleared and filled with the intent of creating a building site suitable for residential development. A development plan involving the construction of more than 300 residential units had been approved at the time a multi-agency cooperative effort was initiated to bring the site under public ownership.

In addition to the three second-order springs found on the site itself, there is a second order spring (Magnolia Springs) located along the western perimeter of the property and another second-order spring (Idiot's Delight) located along the southeast portion of the property. The man-made waterway fed by Magnolia Springs is a seasonal sanctuary for manatees, with a second sanctuary located where the run from the Three Sisters Springs feeds into a waterway that flows into Kings Bay. During cold weather, manatees heavily utilize the two warm-water sanctuaries and the Three Sisters Springs themselves.

The successful effort to acquire the site resulted in the property being owned by both the City and the SWFWMD, with FWS managing the property through an agreement. The FCT grant funding for land acquisition was supplemented by funding that came from the City of Crystal River, Citrus County, the Citrus County Tourist Development Council, a number of other conservation non-profits, and a multitude of private citizens and local civic clubs. In addition, FWS and the Felburn Foundation provided funding that went to acquire the Consumptive Use Permit (CUP) and related water business from the owners of the site.

In accordance with the terms of the FCT grant, the City of Crystal River has, in conjunction with FWS and SWFWMD, developed this Management Plan to ensure that the project site will be developed in accordance with the Grant Award Agreement and in a manner consistent with the grant application. As explained further herein, this Management Plan describes the ultimate development of boardwalks, a trail, a kayak launch with a boarding pier, at least one picnic pavilion, a fishing dock, and at least two observation platforms that will allow the public to observe manatees in their natural setting; construction of an environmental education center that will focus on manatee protection and watershed restoration; and the creation of a treatment wetland on the site that will treat storm-water from adjacent commercial and residential areas prior to such runoff being released into the Kings Bay/Crystal River springs system, thus improving the health of Kings Bay. The project site will be managed for the conservation, protection and enhancement of natural resources, and for outdoor recreation compatible with those goals.

## **Purpose**

The Three Sisters Springs project was pursued by a broad array of public and private partners for the purposes of:

- Creating superb outdoor-oriented recreational and educational opportunities such as wildlife viewing, wildlife photography, environmental education, and fishing, for both the citizens and visitors to Crystal River, compatible with the all purposes of the project;
- Conserving, protecting and enhancing natural resources;
- Protecting and recovering endangered West Indian Manatees and other fish and wildlife;
- Restoring native habitat and biodiversity;
- Protecting water quality and quantity in Kings Bay, Florida; and
- Protecting the scenic and open space qualities of the Three Sisters Springs property.

## **Project Consistency with City's Comprehensive Plan**

The Three Sisters Springs project supports the City's Comprehensive Plan in a number of ways, as indicated below:

### **Conservation Element**

The Conservation Element states that “the City shall protect and conserve the natural functions of rivers, bays, wetlands, estuarine, and marine habitats, in order to assure the protection of fisheries, native flora and fauna and associated habitat, and especially species designated as endangered, threatened or species of special concern under the Endangered Species Act.” [Objective 1.3] There is also language that states that “No net loss of essential upland habitat for endangered or threatened species or species of special concern will be permitted.” [Objective 1.6] In addition, there is language that states that “the present quality of surface and groundwater entering Kings Bay and Crystal River will be maintained.” [Objective 1.11] The Three Sisters Springs project clearly supports these objectives by protecting manatee habitat and the present quality of water entering Kings Bay, both through protection of the springs themselves and by providing for wetlands treatment of stormwater runoff from adjacent commercial and residential areas.

### **Recreation Element**

The Recreation Element states that “public access to natural resource-based parks will be provided to assist in meeting Crystal River’s recreation demands without diminishing the overall quality of those resources.” [Goal #1] Specific objectives that will be supported by the Three Sisters Springs project include increasing the amount of public fishing pier access [Objective 1.1]; providing facilities for kayak/canoe access [Objective 1.2]; establishing one mile of nature trails within Crystal River [Objective

1.3]; establishing a program for the identification, designation, management and protection of environmentally sensitive lands [Objective 1.4]; and providing for a sufficient quantity and distribution of open space to meet the City's needs [Objective 3.1]. By providing open space, protection of the natural resources, a kayak/canoe launch, and a nature trail, the Three Sisters Springs project is both consistent with and strongly supportive of the goals set forth in the Recreation Element of the City's Comprehensive Plan.

#### *Coastal Management Element*

The Coastal Management Element establishes that the City shall "ensure the protection and enhancement of significant vegetative communities which support wildlife through preserving the diversity and viability of Coastal habitat areas." [Objective 1.1] it further establishes that the City will "increase public access to the Coastal Area's natural Resources through acquisition of new property, which will be consistent with the public's needs and the natural resource capacity of the selected area." [Objective 5.1] The Three Sisters Springs project will preserve the viability of the on-site habitat areas and increase public access to a natural coastal setting, with appropriate management oversight.

The City of Crystal River will amend the land use and zoning of the property to open space to protect the property in perpetuity and allow for compatible recreation and conserve the property's unique natural resource features.

The project area is surrounded by intensive housing developments on three sides and commercial development on the fourth. Residents in the immediate area have voiced concerns over privacy and disturbance from the expected large number of visitors to the project area. To address that concern, the project development will minimize conflicts with the neighborhood by placing observation platforms away from houses. Additionally, native vegetation will be promoted along the property boundaries to screen the public from neighbors and protect watercourses.

#### **Natural and Cultural Resources**

##### *Natural Communities*

The Three Sisters Springs property is approximately 57 acres of filled in forested wetlands with a man-made lake (Lake Lynda) in the center of the property. Grasses and recently-planted pine trees currently dominate the site, with beautiful natural springs (i.e. Three Sisters Springs) located in the southern center of the property. The Three Sisters Springs are surrounded by an edge of cypress and red maple with a variety of shrubs. The fields are made up of non-native cool season grasses, native herbaceous plants and recently-planted pine trees. The elevation and vegetation of the site have been altered considerably since the 1940s. Based on an examination of historical aerial photos

as well as remnant vegetation along the perimeter of the site, it is likely that the majority of the property was originally either mesic or hydric hammock. These forests were removed over time and the elevation of most of the site was increased via fill material generated during the excavation of the Lake Lynda borrow pit. Lake Lynda is approximately 8 acres in size and 40-feet deep; sides of the pit are steep and there is virtually no littoral zone.

Lake Lynda is an artificial lake created by the filling of the property in the 1970s. Currently, Lake Lynda provides little habitat for fish, birds, and amphibians due to its sharp and steep sides with no littoral zone. To the extent that funding is available, the City will work with SWFWMD to create shallow, littoral habitat along the shoreline of the Lake Lynda borrow pit to enhance the aquatic habitat.

#### *Manatee Management*

The project area is one of the most important properties in Florida for West Indian Manatees. To illustrate, more than 250 manatees, representing approximately 5% of the entire Florida manatee population, were observed using this site during the abnormally cold winter of 2009/2010. The manatees use the five springs on the property, which deliver millions of gallons of 72-degree water each day. As previously mentioned, the protection of manatees was one of the driving goals of the project. Three Sisters Springs is particularly important to mothers with newborn calves.

The Three Sisters Springs will remain open to the public to be used for swimming and diving. In keeping with the intent of maintaining and sustaining quality visitor experiences while at the same time providing adequate protected areas for manatees, FWS will consider using existing federal rule making/processes to manage the balance of visitors and manatee use. For instance, consideration will be given to temporarily close portions of the springs during the coldest winter months to give mothers with calves opportunity to rest without disturbance. This will also give the general public opportunities to view manatees without swimmers. These partial and temporary closures would allow for a portion of the springs to remain open for traditional water use. Another consideration would be closing the entire springs on the very coldest days of the year to prevent overcrowding by manatees in the existing manatee sanctuaries. These full closures will only happen rarely and last for short periods of time.

Several large boulders were previously placed in the Three Sisters outflow to prevent boats from accessing the Three Sisters Springs. These boulders impede the movement of manatees in and out of Three Sisters during low tide thus making the springs unavailable to manatees for 20% to 30% of the time. These boulders will be removed to make the Three Sisters available to manatees throughout the whole day and other means will be used to keep boats from entering the springs.

Magnolia Springs will be closed for public use during the winter months as a manatee sanctuary, as it has been. The project acquisition will not change management of Magnolia Springs, but will provide improved wildlife viewing opportunities.

The shallow water basking area across from Idiot's Delight Spring and at the mouth of the Three Sisters outflow will remain a manatee sanctuary.

The manatees in all the springs of the project area will be regularly monitored by the FWS. This monitoring includes weekly surveys and daily checks for injured animals. The management will also include refuge environmental interpretation and law enforcement. The Refuge has two refuge officers that will regularly patrol the site for human/manatee conflicts to help ensure the recovery of this endangered species.

#### Restoration

The 50-acre upland area will be restored by planting upland forests with live oaks, red cedar, cabbage palms, wax myrtle, and other species native to the area, including a pine forest. Some areas will remain open to attract a variety of wildlife species. Nest boxes may be provided for bluebirds and bat houses may be installed. As resources are available, a garden with native species may be planted to attract butterflies. Restoration of mesic and/or hydric hammock on the site will require removal of fill material, which can be costly. Replanting of mesic hammock (typical species include swamp chestnut oak, white ash, southern magnolia, laurel oak, and pignut hickory) will be limited primarily to areas surrounding the springs and along the canal that flanks the southern and western borders of the property. Live oak/cabbage palm forest plantings do not require removal of fill. A wetland area will be created by SWFWMD south of the lake, which will be planted with native emergents to make it attractive to wading birds.

The Three Sisters Springs area shall remain relatively untouched except for removal or repositioning some of the boulders at the mouth of the spring run to allow manatees to access the springs on low winter tides. Repositioning the boulders would allow for the same amount of spring flow, but would allow manatees to access to the warm spring water when critically needed during the winter months. To minimize disturbance to manatees, a 50- to 100-foot terrestrial buffer will be maintained around the springs except for one or two observation platforms where visitors can view manatees resting at the bottom of a natural spring. Native vegetation will be planted around the springs to prohibit foot access from land or visitor access from the water.

Some areas will remain open to attract a variety of wildlife species. Nest boxes may be provided for bluebirds and bat houses may be installed. As resources are available, a garden with native species may be planted to attract butterflies.

### Water Treatment Wetlands

A portion of the property will be devoted to stormwater treatment wetlands to be created on the east side of the property. The runoff from the commercial and residential areas east of the property will flow through the treatment wetland before being discharged into the channel towards Kings Bay. The treatment wetland will improve the quality of stormwater entering Kings Bay. The wetlands will be created, designed and constructed by the SWFWMD, with design input from the FWS to also allow the wetlands to provide wildlife habitat. The wetlands will be designed in such a way as to maximize benefits to wetland wildlife while meeting treatment goals. The wetland treatment area will be integrated into the natural landscape to facilitate use of the site for education and recreation purposes, with shallow slopes. The wetland treatment facilities will be designed in such a manner that the wetland treatment areas will not need to be fenced. The need for a trash trap will be investigated, but may not be necessary since each of the proposed water sources into the wetland treatment area flow through Continuous Deflection Separation (CDS) units that remove debris and other solids. Previously, stormwater from these areas was discharged directly into a canal that forms the eastern border of the site.

### Exotic Plant Program

The uplands contain some exotic plants including Brazilian pepper (*Schinus terebinthifolius*), cogon grass (*Imperata cylindrical*), and air-potato (*Dioscorea bulbifera*) which are all listed as Category I species on the Florida Exotic Pest Plant Council list. All exotics will be removed from the property within 3 years of acquisition and the property will be monitored to ensure exotic repopulation does not occur. The “Exotic Pest Plant Council’s List of Florida’s Most Invasive Species” will be used to identify invasive exotic plant species; a copy of that list is provided within the appendix.

### Feral Animal Program

Currently, there are no feral animals on the property, but the property will be monitored for introduction of exotic/nuisance animals such as feral cats. If any feral animals are found on the site, they will be removed by qualified personnel.

### Listed Plant Species

Currently, there are no known listed plant species found on the site.

### Listed Animal Species

The West Indian manatee, Florida sandhill crane and wood stork have been identified using the site. The development of the site will be done in such a manner to enhance the habitat used by listed species, with a strong emphasis on protecting the manatee habitat.

### Archaeological, Cultural, and Historical Resources Protection

There are no known archaeological, cultural, and historical resources on the site. The City will notify the Division of Historical Resources immediately if evidence is found that indicates an archeological or historic resource at the project site, and will also take appropriate measures to protect such resources. The collection of artifacts or the disturbance of archeological or historic sites that may be found or identified on the project site will be prohibited unless prior authorization has been obtained from the Division of Historical Resources within the Department of State. The management of the archeological and historic resources will comply with the provisions of Chapter 267, Florida Statutes specifically Sections 267.061 2(a) and (b).

## **Structure and Improvements**

### Acknowledgement and Boundary Signs

There will be a sign at the entrance of the property (not less than 3' X 4' in size). The sign will acknowledge that the property was acquired using funds from the Florida Communities Trust and the SWFWMD. The sign will also acknowledge the managers of the property (FWS) and major financial contributors (the Felburn Foundation, SWFWMD, Jane's Trust, Citrus County, Citrus County Tourist Development Council, the City of Crystal River, and FWS). The sign will also indentify that the property was conserved in 2010. The sign will be landscaped in native xeric vegetation. In addition, the boundary will be posted with approved federal signs designating the property as a National Wildlife Refuge.

### Existing Physical Improvements

Small dock on the Three Sisters Springs, two picnic tables with shades, barbecue pit, storage shed, barbed wire fence and an entrance gate all these structures will be removed.

### Proposed Physical Improvements

#### Observation Platforms:

A platform that will accommodate at least 10 to 20 people will be placed adjacent to the easternmost spring within the Three Sisters Springs, which is an area that provides an open view of the springs. A smaller platform (5-10 visitor capacity) will also be installed near the westernmost spring; this would provide minimal intrusion to the springs and manatees while providing an optimal manatee viewing experience. The structure will be constructed with minimal impact and no vegetation removal if possible in order to preserve the wild setting around the perimeter of the spring.

As resources become available, additional viewing platforms will be considered for the area adjacent to Magnolia Springs and adjacent to the wetland treatment area.

Nature Trail:

The project will include a land-based nature and hiking trail that is at least  $\frac{1}{4}$  mile in length with minimal disturbance of natural resources. The trail will provide visitors with a view of the treatment wetland and connect the kayak launch site, the education center, the fishing pier, the manatee observation platforms, and the picnic pavilion(s).

Bicycle Trail:

The City is designing an extension of its current Crosstown Trail to connect to the property to allow people to visit the property in a carbon-friendly manner. Park visitors will not be able to ride their bicycles through the property, but will be able to access the property via bicycle.

Kayak/Canoe Launch

A kayak/canoe launch will be provided. Visitors will be able to come to the site via water and leave their kayak/canoe at the launch site. There will be no access to the launch from land, meaning that individuals will not be able to drive on to the site and launch a kayak/canoe from the site. There are no plans to include a motorized boat landing facility, and the launch will be designed and located to prevent access by motorized boat craft. The canoe/kayak launch will restricted to use only by individuals using those types of watercraft.

Picnic Pavilions

At least one picnic pavilion will be provided within the project site. As resources become available, additional picnic pavilions will be considered.

Fishing Pier

A handicapped-accessible fishing dock will be developed on Lake Lynda to provide recreational fishing to the general public. The dock will be placed on the west side of the lake and be connected to the Education Center by an ADA-compliant trail. There will be interpretive panels explaining the species of fish in the lake, and catch-and-release practices will be encouraged.

Education Center

The site will house an education center on the property that will be a minimum of 2,000 square feet. The center will be located away from critical wildlife habitat, wetlands, and water bodies. The center will provide information on the springs and their function as a manatee sanctuary, as well as the role the property plays in protecting the manatees and water quality.

At least 12 environmental or historical educations classes or programs will be provided on site per year. The classes/programs will educate visitors about the springs and their function as a manatee refuge, as well as the role of the springs in protecting water quality in the Crystal River Outstanding Florida Waterway.

It is acknowledged that the final design of the education center will require review and approval from FCT.

#### Volunteer Trailer Pads

Two to three trailer pads will be provided on site to house volunteers with recreational trailers. The trailer pads will be equipped with sewer, electric and water supply to support the trailers. The footprint of this trailer pad area would be no more than 0.5 acre in size. Siting and landscaping will screen this use of the property from the public's view and use. Volunteers will be allowed to remain on site to provide staffing duties for the refuge activities, including, collecting user fees, operating the education center, providing education programs and tours, interpreting the natural environment, and conducting surveys and studies. On site volunteers will deter vandalism and other illegal activities on the property.

#### Parking Facilities

**Size:** A parking lot of not less than 40 spaces will be constructed adjacent to the environmental education center. An adjacent overflow lot and grass area will be designated for overflow during major events.

**Visitor Carrying Capacity:** The calculated number of parking spaces is also tied to the maximum number of visitors that the manatee viewing platforms and decks can accommodate during the highest visitation period (December – March). USFWS intends to establish at least two manatee viewing areas (see Observation Decks).

**Turnaround Lapse:** Vehicle turnaround times (the amount of time spent by a vehicle occupying a parking space) were also considered in the process of calculating the number of parking spaces. Based on observations from other manatee viewing sites, it's apparent that visitors who view manatees tend to spend prolonged periods (15 minutes average) of time watching manatees.

**Parking/Entrance Location:** The parking lot entrance will most likely come from the northeast corner of the property and parking will most likely be in the southeast corner of the property. The site will be easily accessible from U.S. Highway 19.

**Materials:** The parking lot and access road will be created using permeable materials that will accommodate drainage requirements. To the degree possible, natural materials will be used to enhance the appearance of the site.

#### Landscaping

Minor landscaping will be placed around the entrance way and the visitor center. All plants will be native to Central Florida. Landscaping around the education center could include the planting of a pollinator garden. These plants will be drought tolerant and require no watering or pesticides or herbicides. The plants will include berry producing shrubs and native herbaceous plants that are attractive to pollinators.

#### Wetland Buffer

Native forested buffers will be restored along the properties wetlands and water-bodies at least 50 feet wide to protect water quality. The exception will be around the treatment wetlands that will be created for improving King's Bay water quality and provide habitat for cranes, wading birds, waterfowl, water birds, and shorebirds. The impoundments will be surrounded by dikes seeded into cool-season grasses.

#### Stormwater Facilities

A treatment wetland, as previously described, will be created on the property to treat water running off of neighboring commercial and residential properties. The wetland will improve King's Bay water quality, and can also be used to treat run-off from the property's parking site. The wetlands will be designed to look as natural as possible, with shallow slopes. The treatment wetlands will be designed to attract birds and other wildlife and will be used to provide additional wildlife viewing opportunities in the project area.

#### Hazard Mitigation

Appropriate hazard mitigation will be in place around the parking site and fuel storage locations (if any). All structures and facilities will be designed to mitigate impacts by 100-year floods, hurricanes, and other severe natural events.

#### Interpretive Signs

Several interpretive signs will be installed to educate visitors about the springs and their role as a manatee refuge, water quality issues of the Crystal River Outstanding Florida Waterway, and the native upland and wetland plantings.

#### Permits

Development work will likely include the construction of structures such as an education center, observation platform(s), a fishing pier, a kayak/canoe launch, a trail(s), a parking lot, and signage. Restoration activities will include storm-water facilities and exotic plant removal.

A number of potential permits and/or orders and authorizations for development and restoration activities have been identified. These can include:

- A City of Crystal River building permit
- A Citrus County Florida Development Order/Permit
- A Citrus County Florida Development Order issued by the Citrus County Building Division for any activities not specifically exempted by the Land Development Code
- A State Programmatic General Permit (SPGP) for minor work located in waters of the United States (including navigable waters)
- A Noticed General Environmental Resources Permit issued by the Southwest Florida Water Management District in conjunction with the Florida Department of Environmental Protection
- A Nationwide Permit 27 for stream and wetland restoration activities issued by the U.S Army Corps of Engineers.
- An authorization to use Sovereign Submerged Lands

As part of the FCT grant conditions, and to ensure that other permitting requirements are not missed, the following agencies will be contacted prior to initiating any site development activities:

- Florida Fish and Wildlife Conservation Commission
- Florida Department of Environmental Protection
- Florida Department of Agriculture and Consumer Services, Division of Forestry
- Florida Department of State, Division of Historic Resources
- Southwest Florida Water Management District
- U.S. Army Corps of Engineers

Estimated Cost of On-Site Physical Improvements

Creation of Wetland Treatment Area	\$500,000
Installation of First Observation Platform	\$100,000
Installation of Second Observation Platform	\$100,000
Creation of Nature Trail	\$ 50,000
Kayak/Canoe Launch	\$ 40,000
Picnic Pavilion	\$ 25,000
Fishing Pier	\$150,000
Education Center	\$350,000
Parking Facilities	\$ 75,000
Restoration of Wetland Buffer	TBD
Interpretive Signs	\$ 10,000

### Projected Timeline

	Design	2011
	Construction	2012
Creation of Wetland Treatment Area		
Installation of First Observation Platform		2012
Installation of Second Observation Platform		2014
Creation of Nature Trail		2012
Kayak/Canoe Launch		2014
Picnic Pavilion		2014
Fishing Pier		2015
Education Center		2015
Volunteer Trailer Pads		2015
Parking Facilities		2012
Restoration Wetland Buffer		2013
Interpretive Signs		2014
Entrance sign with FCT recognition		2012
Exotic plant removal		2012 then annually
Landscaping		2012-2016
Upland restoration		2012-2016
Bike rack		2015
Bike trail access from Crosstown Trail		2015
Amend Future Land Use Designation		2012
Amend Zoning Designation		2013
Plant survey/monitoring		2012 then annually
Wildlife survey/monitoring		2012 then annually
Photo monitoring		2012 then annually
Feral animal removal program		2012 then annually
Educational programs		2012 then annually
<b>Annual Stewardship Report</b>		<b>2010 then annually</b>

### Public Uses:

#### Water Access to the Three Sisters Springs

The public currently accesses the Three Sisters Springs by water, entering the springs while in the water or by kayak/canoe, primarily to view manatees. Management activities will include providing compatible, wildlife-oriented recreational opportunities for visitors while optimizing use of the springs for manatees. Compatible uses of the site will likely include existing in-water uses, managed to enhance visitor experiences and minimize manatee disturbance. FWS may enact partial closure of Three Sisters Springs during the coldest winter months and would consider full closure only for extreme cold winter events.

Management actions concerning the protection of manatees in the springs and adjacent areas will be addressed independent of the acquisition and will be made with input from the public as provided for by federal law.

### Land Access to the Springs

At present, the public is prohibited from accessing the springs from land and are prohibited from accessing the shoreline and property from the water. Inasmuch as the water bottoms are included in the acquisition, access to the water bottoms from land and water will be managed. Management actions will include preserving shoreline vegetation, controlling erosion, and maintaining water clarity. Consistent with these actions, access to the water from land and vice versa will continue to be restricted. Manatee rescues and regular maintenance activities will be the only exceptions to these restrictions. Land-based uses will include the use of observation platforms to provide visitors with an opportunity to view manatees from shore.

### Fishing

Fishing in the springs is not compatible with currently planned visitor activities or with manatee protection, and therefore will not be allowed in the springs. However, there are opportunities for limited fishing in Lake Lynda and a fishing dock is planned. In order to minimize disturbance from angling activity and fishing gear litter, these uses will be controlled and monitored. All fishing activities will be restricted to a designated fishing pier and bank fishing will not be permitted on any other area of the property in order to minimize wildlife disturbance. The fishing pier will be ADA-compliant and would be of sufficient size to accommodate several individuals at one time. The springs will be closed to fishing year-round.

### Festivals & Special Events

The project site may be used for festivals and special events that are oriented toward conservation/appreciation of natural resources, wildlife protection, and other environmental themes.

## **Management Issues**

### Coordinated Management

The Three Sisters Springs property will be managed by (FWS) and the Southwest Florida Water Management District, with the District's involvement limited to creation of the wetlands treatment area and related replanting efforts. FWS has broad experience in co-managing property with municipal and state governments. The property will be managed as part of the Crystal River National Wildlife Refuge. The governance of refuges follows the National Wildlife Refuge Administration Act, as amended, the Refuge Recreation Act, and other regulatory statutes.

All parties to this Plan agree that no activity will be conducted or permitted on the property that adversely impacts the volume of flow from the Three Sisters Springs or the

quality of the water being discharged therein. It is expressly agreed by all parties that existing public uses of the springs do no adversely impact the integrity of the springs

#### Bicycle/Walking Access

An extension of the City's Crosstown Trail is under design to provide for access to the Three Sisters Springs property. Entry into the property will require payment of an entrance fee. Vehicle and pedestrian entrance fees will be used by the U.S. Fish and Wildlife Service to maintain property facilities, including the land-based nature and hiking trail to be provided within the property.

#### Maintenance

The U.S. Fish and Wildlife Service will be responsible for the long-term maintenance of all the facilities on the Three Sisters Springs property. The Service has a large modern maintenance facility 10 miles south of Crystal River with all the necessary equipment, personnel, and tools for up-keep of the property. The Fish and Wildlife Service will use revenues from entrance fees and Refuge operations budgets to fund the needed maintenance.

#### Security

The National Wildlife Refuge Complex staff that manages Crystal River National Wildlife Refuge has two full-time Refuge Officers. These Officers will provide law enforcement and security for the property. Additional Officers can be provided by the Service at special events or particularly busy times.

#### Fees, Concessions, and Leases

Entry Fees: The Service anticipates establishing a user fee. The fee amount may vary by season (summer vs. winter). Seasonal passes are being considered. The Service will compare other similar sites and their respective entrance fees to determine consistent user fee amounts.

Management Agreement: The FWS will hold a management agreement over the entire property to manage the property. The management agreement will be multi-year in length and will obligate the FWS to manage the project in such a way as to allow the City to comply with the terms of the FCT grant and allow SWFWMD to manage their lands in accordance with that agency's policies.

Concessions: The Friends of Chassahowitzka may operate a concession in the education center. FWS will manage all concessionaire activities in accordance with Federal regulations.

It is acknowledged that the City must provide 60 days written notice to FTC on the lease of any interest, the operation of any concession, or other contracts of a similar nature, and that execution of any such document requires review and approval by FTC.

#### Staffing Requirements

There are 10 existing full-time employees available to staff the project from the Crystal River National Wildlife Refuge. These staff members include Refuge Managers, Recreational Specialists, Law Enforcement Officers, Biologists, and Maintenance Workers. Cost estimates for initial management of the site are shown in the table below. These costs will be covered under the existing refuge budget, as funding is available. All staffing and management actions for the project are contingent upon availability of funding through the Federal government budget process.

#### Cost Estimates for Initial Management

Refuge Manager – 10% FTE	\$ 15,000
Asst. Manager – 10% FTE	\$ 10,000
Wildlife Biologist – 10% FTE	\$ 10,000
2 Law Enforcement Officers – 25% FTE each	\$ 57,000
Recreational Specialist – 20% FTE	\$ 15,000
2 Maintenance workers – 20% FTE	\$ 34,000
Maintenance Fund -	<u>\$ 25,000</u>
TOTAL	\$116,000

As funding becomes available, the refuge will seek to add positions to increase management and education at the site, including two entrance gate workers, a Law Enforcement Officer, a Maintenance Worker, a Supervisory Recreational Specialist and two Interpretive Park Rangers. These additional positions and maintenance cost estimates are shown in the table below, but are once again dependent on the availability of funding. Once the property has been developed and is open fully to the public, anticipated user fee collections may reach approximately \$375,000 annually. These fees will be placed in a separate account and will be used for the upkeep and maintenance of the project site.

#### Cost Estimates for Increased Management with Property Development

2 Fee Booth Collectors – 100% FTE each	\$ 90,000
Law Enforcement Officer – 100% FTE	\$100,000
2 Interpretive Park Rangers - 100% FTE	\$170,000
Supervisory Recreational Specialist – 100% FTE	\$100,000

Maintenance Worker – 100% FTE	\$ 85,000
Maintenance Fund	<u>\$200,000</u>
TOTAL:	\$745,000

Once the property has been developed and is open fully to the public, anticipated user fee collections may reach \$375,000 annually. These fees will be placed in a separate account and will be used for the upkeep and maintenance of the project site. Additional funding necessary for the development and management of the property will be provided through the normal Department of Interior funding cycle as additional funds become available.

#### Monitoring and Reporting

FWS will be responsible for monitoring the project area. The FWS will monitor the following:

- Number of visitors
- Number of cars, kayaks, and bicycles used to access the project area
- Number of manatee/ human disturbance issues
- Weather and need for temporary manatee closures
- Manatee use of the project area
- Wading bird use of the project
- Removal of exotic plants
- Infrastructure needs

These findings will be compiled in a report and given to the City of Crystal River and FCT on an annual basis, with such report to be filed by no later than January 30<sup>th</sup> of each year. The City, SWFWMD, and FWS will meet each quarter to discuss issues relating to the management of the project area.

#### Annual Stewardship Report

The City of Crystal River will prepare an Annual Stewardship Report, due to FCT on January 30<sup>th</sup> of each year. The report will evaluate the implementation of the Management Plan.

#### Management Plan Revisions

It is acknowledged that written approval must be requested from FCT before undertaking any site alterations or physical improvements that are not addressed in the approved management plan.

## **Exhibits**

- A. Location Map
- B. Master Site Plan
- C. Public Lands Map
- D. Natural Communities Map
- E. Biota Known or Likely to Occur at Three Sisters Springs (Crystal River, Florida)
- F. Exotic Pest Council of Florida's Most Invasive Species List
- G. City Bike Tail Network Map
- H. Declaration of Restrictive Convents
- I. Management Agreement with Fish and Wildlife Service

**Management Agreement for Certain Land Located Within the City of Crystal River, Citrus  
County, State of Florida**

WHEREAS, the City of Crystal River , hereinafter referred to as the “CITY”, and the Southwest Florida Water Management District, hereinafter referred to as the “DISTRICT”, jointly own certain land, hereinafter referred to as the “PROPERTY”, on an undivided interest basis, with the CITY holding 70% interest and the DISTRICT holding 30% interest, and;

WHEREAS, this PROPERTY consists of 57.1 acres and is generally known as the Three Sisters Springs property, with said PROPERTY located within the congressionally-approved boundary for management by the United States Fish & Wildlife Service, hereinafter referred to as the “SERVICE”, as a part of the Crystal River National Wildlife Refuge, and;

WHEREAS, the PROPERTY was acquired through a multi-agency effort that included funding by the Florida Communities Trust, hereinafter referred to as “FCT”, and is thus subject to certain limitations provided in the FCT Declaration of Restrictive Covenants (as recorded in OR Book 2308 Page 1378 in Citrus County)(the “DECLARATION,”) and;

WHEREAS, as part and condition of the FCT funding, the CITY provided and FCT approved a Management Plan, hereinafter referred to as the PLAN, for the PROPERTY, and together with the DECLARATION, the terms of which are hereby incorporated herein by reference, and;

WHEREAS, CITY intends that the conservation and recreation values of the Property be preserved and enhanced in accordance with the PLAN, as it may be amended from time to time only after review and approval by FCT, and;

WHEREAS, All activities by the CITY, the DISTRICT, and SERVICE shall be consistent with the DECLARATION and PLAN, and;

WHEREAS, the CITY and the DISTRICT wish to enter into an agreement with the SERVICE wherein the PROPERTY will be managed by the SERVICE for the conservation, protection and enhancement of natural resources, and for outdoor recreation compatible with those goals, consistent with the Management Plan, hereinafter referred to as the PLAN, in place for the PROPERTY through the FCT grant process, and;

WHEREAS, the SERVICE is willing to manage the PROPERTY on the basis noted above inasmuch as the PROPERTY is of critical environmental importance as a habitat for the West Indian Manatee and thus complements and supports the mission of the Crystal River National Wildlife Refuge and the SERVICE.

NOW THEREFORE, the CITY, the DISTRICT, and the SERVICE hereby agree that the SERVICE will manage the PROPERTY for the public purpose of conserving, protecting, and enhancing the natural resources located within the PROPERTY, and in a manner which is consistent with the PLAN, which is attached hereto and made a part hereof, for an initial period of twenty-five (25) years from the effective date of this Agreement, on the following terms and conditions:

1. The SERVICE will manage the PROPERTY as provided for in the PLAN and in a manner which will not conflict with the conservation, protection, and enhancement of the natural resources located therein. However, nothing within this Agreement shall be construed to obligate the SERVICE to use appropriations to improve the PROPERTY.

2. The SERVICE will manage the PROPERTY as an extension of the Crystal River National Wildlife Refuge in accordance with: 1) the PLAN; 2) the National Wildlife Refuge System Administration Act of 1966, as amended, 16 U.S.C. ss 668dd; 3) other acts of general applicability to the National Wildlife Refuge System; 4) Title 50 of the Code of Federal Regulations, and 5) Florida law and regulations.

3. The PLAN will be reviewed jointly by the SERVICE, the DISTRICT, the FCT, and the CITY at no greater than 5-year intervals, and updated as necessary and as approved by the FCT. The SERVICE will not alter the PROPERTY or engage in any activity including restrictions on public access or commercial or recreational activities except as currently provided for in the PLAN, or as subsequently amended, without the prior written approval of the CITY and the DISTRICT.

4. Upon execution of this Agreement, the SERVICE will have the right to enter and occupy the PROPERTY for the purpose of managing the site in a manner consistent with the provisions of the PLAN.

5. The SERVICE will not conduct or authorize anyone else to conduct any activities that would interfere with the Wetland Area to be constructed by the DISTRICT within the PROPERTY. Upon completion of construction of the Wetland Area by the DISTRICT, the SERVICE will be responsible for the operation and maintenance of the Wetland Area and to conform to all the conditions specified in any permits issued for the construction of the Wetland Area for the duration of the Management Agreement.

6. Upon request by the CITY or the DISTRICT, the SERVICE will provide information regarding SERVICE operations within the PROPERTY that relates in any manner to this Agreement.

7. The SERVICE will immediately notify the CITY if evidence is found to suggest an archeological or historic resource on the PROPERTY, and shall also take appropriate measures to protect the resources. The collection of artifacts or the disturbance of archeological or historic sites that may be found or identified on the PROPERTY will be prohibited unless prior written authorization has been obtained from the Division of Historical Resources, Department of State. The management of archeological or historic resources found on the PROPERTY shall comply with the provisions of Chapter 267, Florida Statutes, specifically Sections 267.061 2(a) and 9b).

8. This Agreement does not and will not be construed to convey any title interest to the PROPERTY to the SERVICE from the CITY or the DISTRICT, but the SERVICE is hereby authorized to make such improvements as are required to comply with the provisions of the PLAN and to otherwise manage the site in a manner consistent with conserving, protecting and enhancing the natural resources found therein.

9. This Agreement may be terminated by the SERVICE without cause upon submission of written notice to both the CITY and the DISTRICT six (6) months in advance of the effective date of such termination. The Agreement may be terminated by the CITY and/or the DISTRICT only upon a

determination by one or both of those parties that the SERVICE has failed to manage the PROPERTY in accordance with the provisions of the PLAN or this Agreement, and then only after the SERVICE has been given a period of not less than three (3) months following written notice to correct documented performance shortfalls.

10. This Agreement will automatically be renewed for two (2) additional twenty-five (25) year terms upon expiration of the initial term, and may thereafter be renewed for additional terms upon mutual agreement of the SERVICE, the DISTRICT, the CITY, and FCT. Any option to renew this Agreement, if exercised, shall be affixed hereto, together with all additions, deletions and modifications to this Agreement.

11. This Agreement and any right and privileges relative to the PROPERTY contained herein are for the sole use of the SERVICE and shall not be assigned or transferred in whole or in part to any other party without the prior written consent of FCT, the CITY and the DISTRICT.

12. The SERVICE agrees to assist in the investigation of injury or damage claims either for or against the CITY or the DISTRICT pertaining to the SERVICE's responsibilities arising from management of the PROPERTY.

13. The liability of the SERVICE for the acts and omissions of its employees pursuant to this Agreement shall be governed by the Federal Tort Claims Act.

14. The SERVICE agrees that it will not discriminate against any individual based on race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the PROPERTY that is the basis for this Agreement.

15. Unless specified herein to the contrary, this Agreement will be governed and interpreted by applicable Federal and State of Florida laws.

16. All notices given under this Agreement must be in writing and mailed to the address of the party or parties to whom notice is to be given, as designated by such party in writing. The SERVICE, the CITY, FCT, and the DISTRICT hereby designate their respective address for notification purposes to be as follows:

SERVICE

Refuge Manager  
Crystal River National Wildlife Refuge  
1502 SE Kings Bay Drive  
Crystal River, FL 34429

CITY

City Manager  
City of Crystal River  
123 N.W. Highway 19  
Crystal River, FL 34428

**DISTRICT**

Land Resources Director  
Southwest Florida Water management District  
2379 Broad Street  
Brooksville, FL 34604-6899

**FCT**

Community Program Manager  
Florida Communities Trust  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399

IN TESTIMONY WHEREOF, witnesseth the signatures of the duly designated representatives of the SERVICE, the CITY, and the DISTRICT, this 28<sup>th</sup> day of July, 2010.

**UNITED STATES FISH & WILDLIFE SERVICE**

By: Cynthia Dohner Date: July 24, 2010  
Cynthia Dohner, Regional Director

Witness: Merry B Bates

Print Name: Merry B Bates

**CITY OF CRYSTAL RIVER**

By: Andrew R. Houston Date: 7/27/2010  
Andrew R. Houston, City Manager

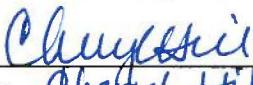
Witness: Theresa Krim

Print Name: Theresa Krim

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

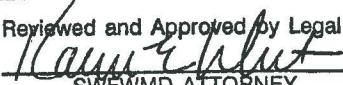
By:  Date: 7/16/10  
Eric Sutton, Land Resources Director

Witness:   
Print Name: Carmes H. Lane Jr.

Witness:   
Print Name: Cheryll Hill

Reviewed and Approved by:

  
Ken Reecy, Community Program Manager  
Florida Community Trust

Reviewed and Approved by Legal  
  
SWFWMD ATTORNEY

This document prepared by:  
Kristen L. Coons, Esquire  
Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST  
FF8 AWARD #08-088-FF8  
FCT Contract #09-CT-D1-08-F8-J1-088  
THREE SISTERS SPRINGS

**DECLARATION OF RESTRICTIVE COVENANTS**

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 the **CITY OF CRYSTAL RIVER**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

purposes;

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

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

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

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

#### **I. PERIOD OF AGREEMENT**

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

#### **II. MODIFICATION OF AGREEMENT**

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

#### **III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS**

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

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

#### **IV. NOTICE AND CONTACT**

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

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

Recipient: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

#### **V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.**

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

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

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish

and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

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

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

## **VI. MANAGEMENT OF PROJECT SITE**

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

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

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

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

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

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld 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. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

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

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

## VII. SPECIAL MANAGEMENT CONDITIONS

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

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.
2. At least four recreational facilities, such as a canoe/kayak launching platform, fishing pier, picnic pavilions, and wildlife platforms, shall be provided. The 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.
3. The project shall provide access facilities to an existing open water shoreline, such as a canoe/kayak launching platform and fishing pier.
4. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.

6. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.
7. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
8. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
9. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.
10. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with and constructed by the Southwest Florida Water Management District.
11. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.
12. A significant portion of the upland area on the project shall be planted with native vegetation.
13. A significant portion of the wetland area on the project shall be planted with native vegetation.
14. Exotic vegetation shall be removed from the project site.
15. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
16. A feral animal removal program shall be developed and implemented for the project site.
17. 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 Division of Historical Resources in order to prevent the disturbance of these sites.

archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. A safe pedestrian sidewalk connection shall be provided between the project site and the sidewalk network in the adjacent neighborhood.
19. A nature trail of at least  $\frac{1}{4}$  mile shall be provided on the project site.
20. The development and management of the project site shall be coordinated with the agencies managing the Cross Town Trail, to ensure the project site is managed as part of a linked land-based trail system.
21. Neither the Recipient nor any third party shall pump, withdraw, divert from or impound on the FCT project site ground or surface water for the purposes of commercial or industrial use.

## **VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS**

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

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

- a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

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

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

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

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

## **IX. RECORDKEEPING; AUDIT REQUIREMENTS**

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT.

"Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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

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

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

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

Department of Community Affairs (at each of the following addresses):

Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

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

State of Florida Auditor General at the following address:

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

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

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

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

#### **X. DEFAULT; REMEDIES; TERMINATION**

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water

Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

## **XI. STANDARD CONDITIONS**

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

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

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

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

Witness:

Andrew H. Hunter  
Print Name: Andrew Hunter

Elizabeth McBride  
Print Name: Elizabeth McBride

CITY OF CRYSTAL RIVER, a local government of the State of Florida

By: Ronald E. Kitchen, Jr.

Date: July 12, 2010

Approved as to Form and Legality:  
By: George G. Angelidis  
Print Name: George G. Angelidis

STATE OF FLORIDA  
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2010, by Ronald E. Kitchen, Jr. on behalf of the Local Government, and who is personally known to me.

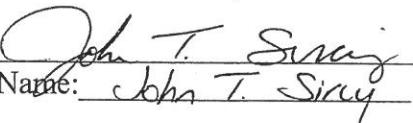
Carol A. Harrington  
Notary Public  
Print Name: Carol A. Harrington  
Commission No. DD 936013  
My Commission Expires: 2/26/14



Witness:



Print Name: Miriam Snipes



Print Name: John T. Snipes

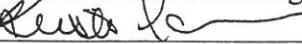
## FLORIDA COMMUNITIES TRUST

By: 

**Ken Reecy**, Community Program Manager  
Florida Communities Trust

Date: 7-20-10

Approved as to Form and Legality:

By: 

Kristen L. Coons, Trust Counsel

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20 day of July,  
2010, by **Ken Reecy**, Community Program Manager, Florida Communities Trust, who is personally  
known to me.



Notary Public

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



EXHIBIT "A"

Legal Description Parcel 15-347-123 (Three Sisters Springs)

THE PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE WEST: BY THE EAST AND SOUTH LINES OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1171, AT PAGE 843, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND BY THE EASTERLY LINE OF THE WATERS OF THE SPRING RUN CANAL (SAID CANAL LYING EAST OF AND ADJACENT TO LOTS 1, 2 AND 3 OF PARADISE ISLE, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 88, OF SAID PUBLIC RECORDS) AND BY THE NORTHERLY PROJECTION OF SAID EASTERLY LINE OF SPRING RUN CANAL WATERS TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1171, AT PAGE 843;

ON THE NORTH: BY THE SOUTHERLY RIGHT-OF-WAY LINE OF S.E. KINGS BAY DRIVE (A PUBLIC RIGHT-OF-WAY 66 FEET WIDE AS GRANTED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 64, AT PAGE 144, OF SAID PUBLIC RECORDS);

ON THE EAST: BY THE WESTERLY RIGHT-OF-WAY LINE OF S.E. CUTLER SPUR BOULEVARD (A PUBLIC RIGHT-OF-WAY 100 FEET WIDE GRANTED TO THE CITY OF CRYSTAL RIVER VIA THE DEED RECORDED IN OFFICIAL RECORDS BOOK 501, AT PAGE 261, OF SAID PUBLIC RECORDS, AND FORMERLY KNOWN AS THE SEABOARD COAST LINE RAILROAD RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY AND TRACK MAP NO. V.5.C FL 7 DEPICTING THE HOMOSASSA BRANCH AS PREPARED BY ATLANTIC COAST LINE RAILROAD COMPANY AND DATED JUNE 30, 1917, FURTHER REFERENCED AS VALUATION MAP NO. VO6364 BY CSX REAL PROPERTY, INC.);

AND

THE PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, ALL OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE EAST: BY THE WESTERLY RIGHT-OF-WAY LINE OF S.E. CUTLER SPUR BOULEVARD (A PUBLIC RIGHT-OF-WAY 100 FEET WIDE GRANTED TO THE CITY OF CRYSTAL RIVER VIA THE DEED RECORDED IN OFFICIAL RECORDS BOOK 501, AT PAGE 261, OF SAID PUBLIC RECORDS, AND FORMERLY KNOWN AS THE SEABOARD

COAST LINE RAILROAD RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY AND TRACK MAP NO. V.5.C FL 7 DEPICTING THE HOMOSASSA BRANCH AS PREPARED BY ATLANTIC COAST LINE RAILROAD COMPANY AND DATED JUNE 30, 1917, FURTHER REFERENCED AS VALUATION MAP NO. VO6364 BY CSX REAL PROPERTY, INC.);

ON THE SOUTH: BY THE NORTHERLY LINE OF THE WATERS OF THE UNNAMED CANAL ORIENTED EAST TO WEST AND LYING AT THE NORTH END OF THE FOLLOWING SUBDIVISIONS: PRETTY SPRINGS (UNRECORDED); PRETTY SPRINGS UNIT 2 (RECORDED IN PLAT BOOK 7, PAGE 19, OF SAID PUBLIC RECORDS); PRETTY SPRINGS (RECORDED IN PLAT BOOK 5, AT PAGE 37, OF SAID PUBLIC RECORDS) AND GLEN AIRE ESTATES (UNRECORDED) AND BY THE EasterLY PROJECTION OF SAID NORTHERLY LINE OF UNNAMED CANAL WATERS TO ITS INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF S.E. CUTLER SPUR BOULEVARD;

ON THE WEST: BY THE WATERS OF THE SPRING RUN CANAL (SAID CANAL LYING EAST OF AND ADJACENT TO LOTS 1, 2 AND 3 OF PARADISE ISLE, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 88, OF SAID PUBLIC RECORDS) AND BY THE NORtheasterLY LINE OF THE WATERS OF THE SPRING RUN CANAL (SAID SPRING RUN CANAL LYING NORtheasterLY OF AND ADJACENT TO PALM ISLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 22, OF SAID PUBLIC RECORDS)

IT BEING THE SPECIFIC INTENT TO ESTABLISH AS THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY BOUNDARIES OF THE LANDS HEREIN DESCRIBED, A CONTINUOUS BOUNDARY LINE ALONG THE NORTHERLY, NORtheasterLY AND EasterLY LINES OF THE WATERS OF THE ABOVE DESCRIBED CONTINUOUS CANAL (UNNAMED AND SPRING RUN) AND IT BEING THE FURTHER SPECIFIC INTENT TO INCLUDE WITHIN THE LANDS HEREIN DESCRIBED THE NATURAL FEATURE KNOWN AS THREE SISTERS SPRINGS, BY VIRTUE OF THE DISCLAIMER EXECUTED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 625, AT PAGE 973, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

#### **END OF LEGAL DESCRIPTION**