

DRAFT

Management and Use of the

Brooker Creek Headwaters Preserve

Submitted to the Southwest Florida Water Management District
as a requisite of the Save Our Rivers and Preservation 2000 programs

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1. GENERAL SITE DESCRIPTION

The Brooker Creek Headwaters Preserve (BCHP) is a joint Environmental Lands Acquisition and Protection Program (ELAPP)/ Save Our Rivers (SOR) site in northwest Hillsborough County. It is located west of Dale Mabry Highway (SR 597) and east of Gunn Highway (CR 587), stretching from Van Dyke Road (CR 685A) north to Lutz-Lake Fern Road (figure 1).

This site contains most of the swampy headwaters of Brooker Creek, feeding several lakes in Hillsborough and Pinellas counties, including the popular recreational Lake Tarpon, and is within the watershed of Tampa Bay. It is hydrologically related to (but does not abut) another ELAPP site on the Hillsborough-Pinellas county line known as the "Clearwater Site," and the much larger adjoining Brooker Creek Preserve in Pinellas County. Figure 2 indicates the site's relationship to these and other nearby nature preserves.

Much of the site remains relatively natural. Brooker Creek enters from the north and slowly winds its way through cypress sloughs to the southwest corner. The site is about half wetlands and half uplands, with several distinct natural communities represented. Large portions of the uplands have been disturbed in the past by agricultural activities, but have been recovering through natural succession over several decades.

Small parcels have been and will continue to be added to the 944-acre core parcel as funds and seller interest allow. At present, the site encompasses approximately 1365 acres. The Southwest Florida Water Management District (SWFWMD) has taken the lead role in negotiating acquisitions of the various parcels, with Hillsborough County contributing 50% of the purchase cost through ELAPP.

The primary purpose for preservation of the project through public acquisition is to protect the headwater wetlands of the Brooker Creek system. Another objective is to protect one of the last remaining tracts of relatively natural land in the northwest section of the County from development, in order to provide greenspace amenities for the surrounding residents. As seen in figure 3, the BCHP is surrounded by mostly residential development. This project has received widespread public support from area residents trying to protect their community from the impacts of development. Providing resource based recreational uses which are compatible with the site's natural resources will be one of the priorities of site management.

2. HUMAN USE HISTORY

Arrowheads and flint chips, as well as ceremonial mounds south of Mound Lake immediately west of the site, suggest Tocobagan use of the area. According to the site assessment, nearby Turkey Ford Lake (now surrounded by a large apartment complex) "is known to have supported Indian populations." There was a regional flint quarry in Thonotosassa. Considering this surrounding use, and because creeks and freshwater wetlands were foci for Tocobagan use or occupation, it seems quite likely that such areas within the site were used more than present evidence would indicate.

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters - Location*

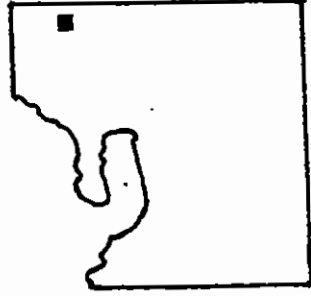
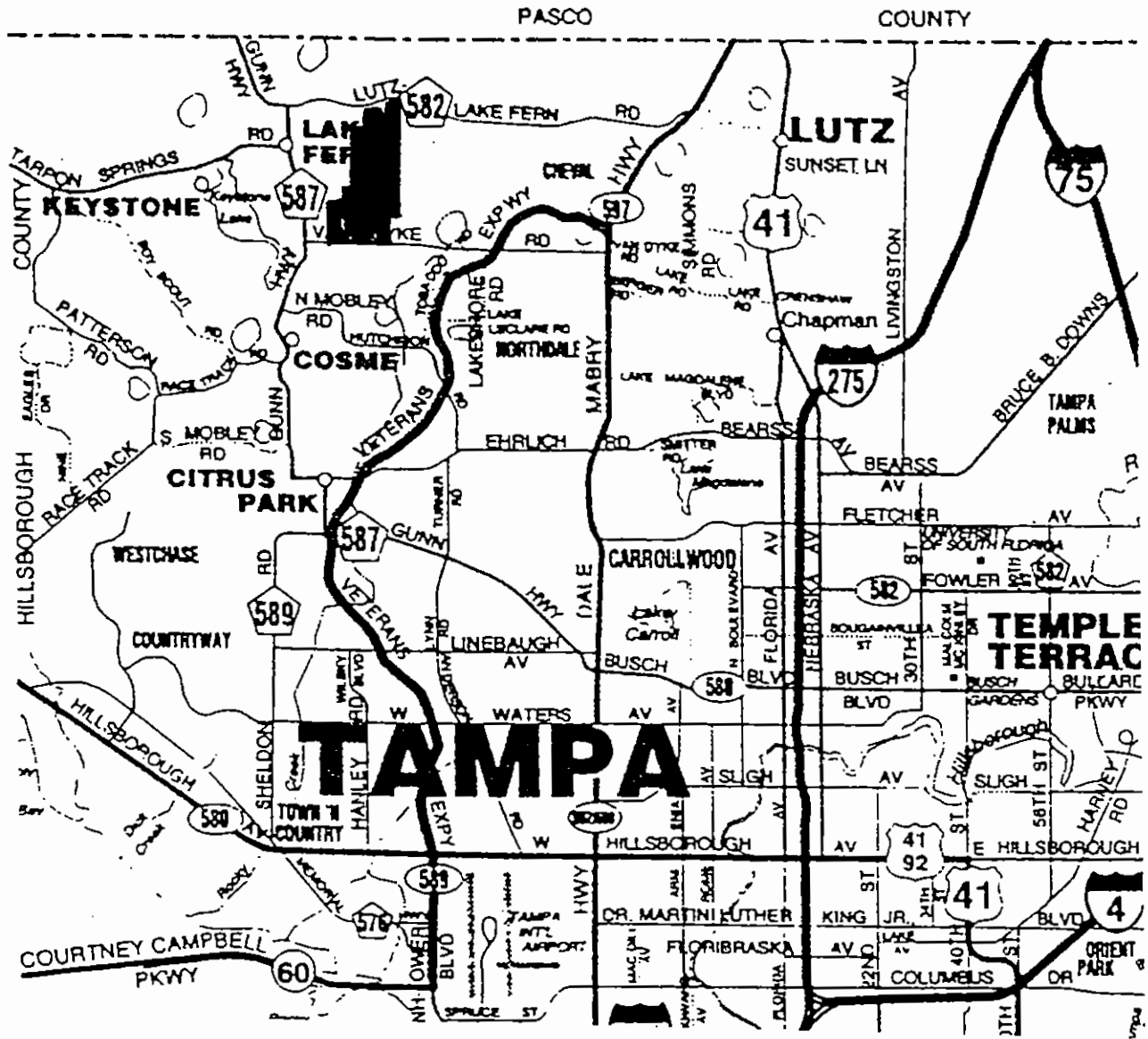
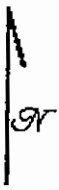


FIGURE 1

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters -
Relationship to Other Preserves*

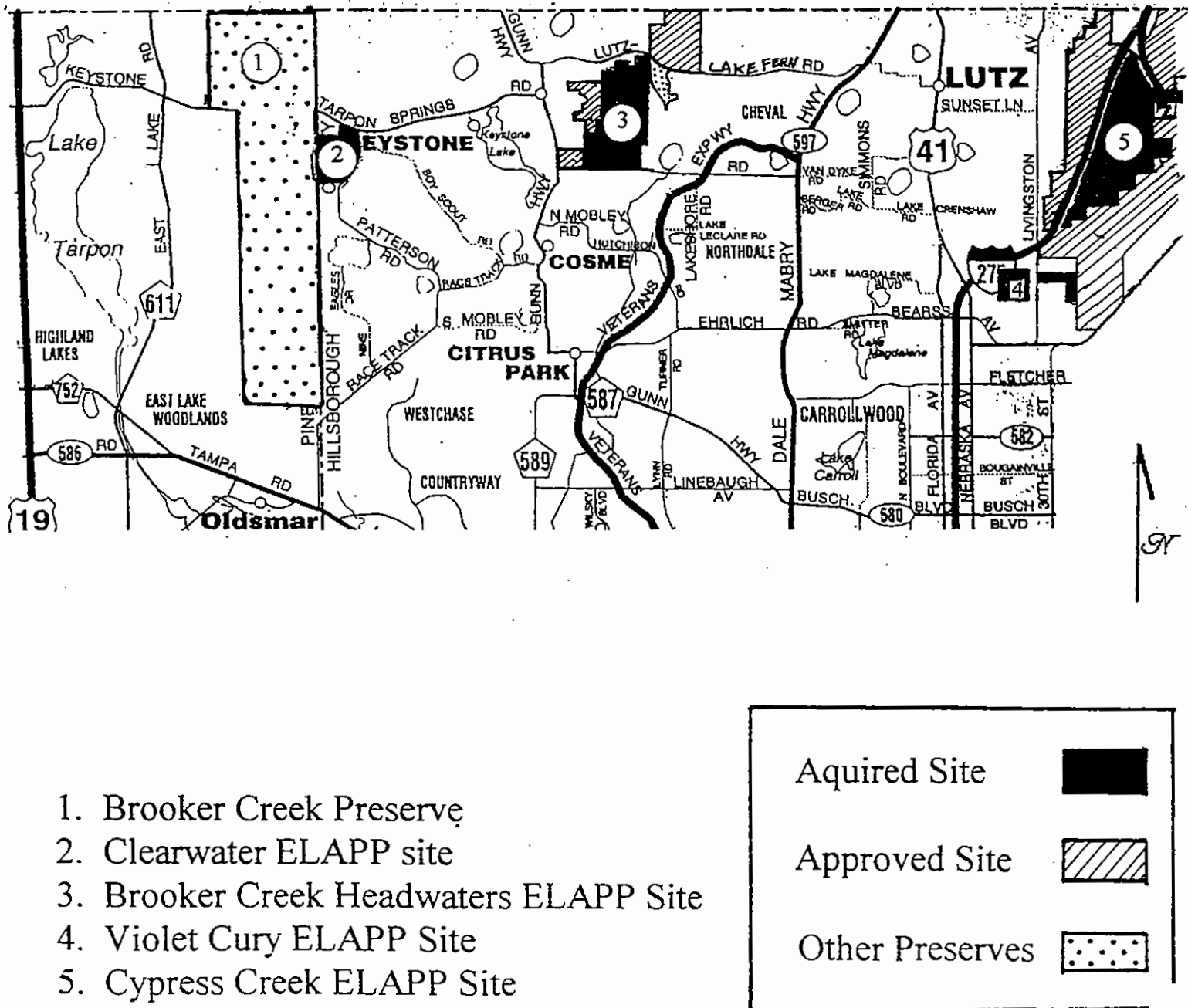


FIGURE 2

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters -
Surrounding Land Uses*

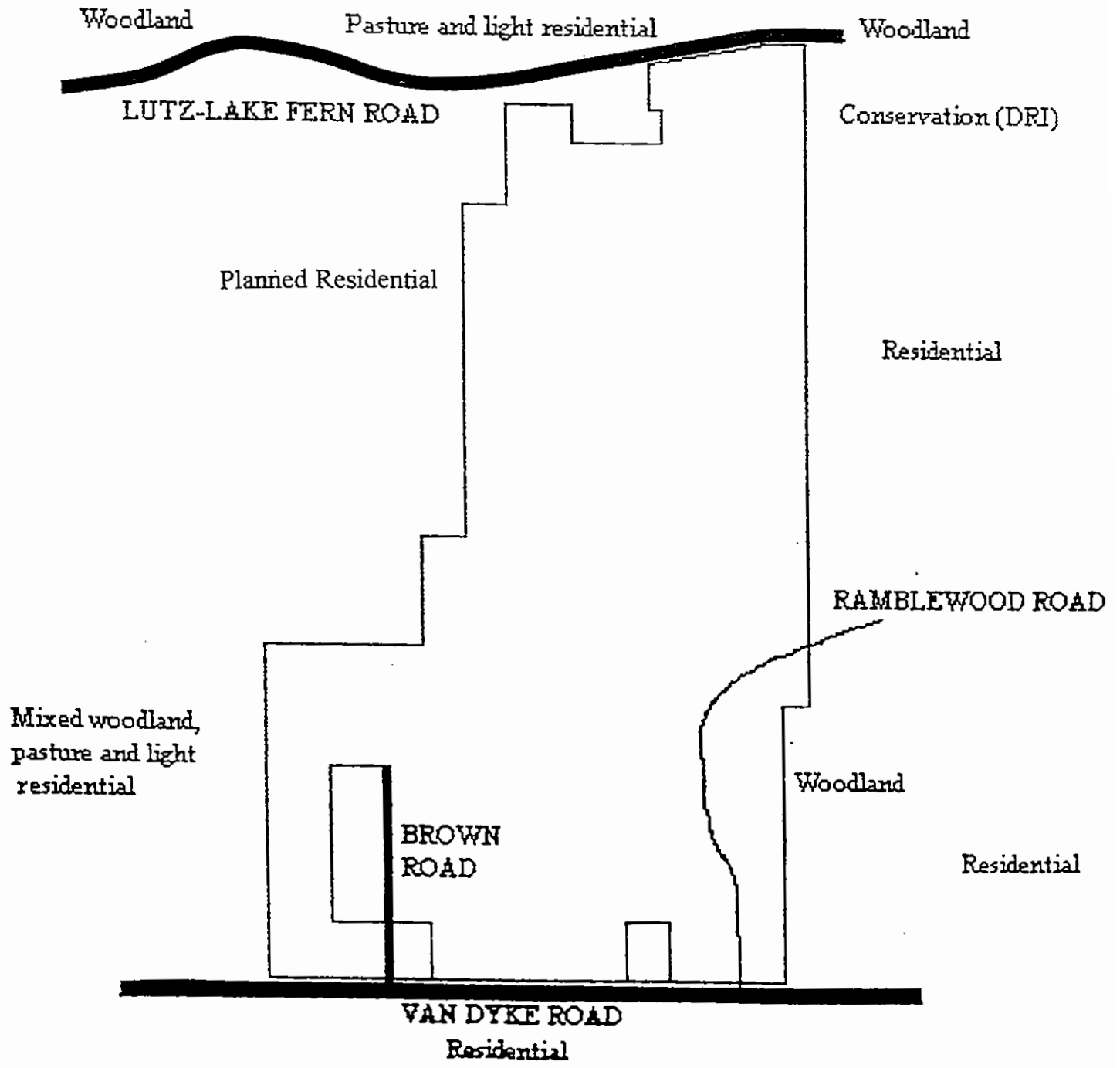
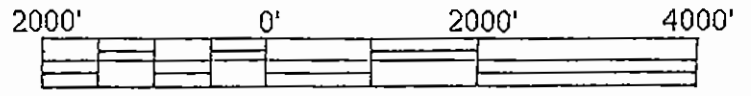


FIGURE 3

Lumber and turpentine were major products of the area in the late 19th and early 20th centuries. A stockade for prisoners who gathered the raw materials was located by Artillery Lake, at Gunn and Lutz-Lake Fern roads. The Lyon Pine Mill, just north of that, produced 80,000 board-feet daily until it burned in 1925, and another mill just across the county line, an additional 100,000. One board was measured at 56" across. The upland portions of the site were almost certainly tapped for their trees during this period.

The 1939 aerials show the site had been very heavily timbered, and pastureland covered the entire upland portions of the site, as close as possible to the wetlands. All of the significant wetlands now present appear on this aerial, their forested borders in stark contrast to the nearly barren pasture relieved only by scattered single trees and a few dirt roads. Even the scrub area had been almost completely cleared.

At some time a series of ditches was constructed between wetlands, redirecting some of the flow. Portions of the site continued to be used for improved and unimproved pasture, and row crops were added; these areas are now in various stages of succession. On the 1971 SWFWMD contour aerials, citrus groves just outside the northwest border appear to be newly planted. These may have succumbed to freezes, as much of the citrus has disappeared and the area is now leased for cattle ranching. The 1971 aerials show regular linear features suggesting row crops on many of the former pastures; however, they appear to be reverting even then and perhaps were once again being used for grazing.

The shallow borrow pit wetland on the extreme southwest corner appears between 1939 and 1971; it was already partially vegetated but not inundated by 1971. Since Van Dyke Road was constructed during this interval, and nothing else of significance in that area, this might have been the source of soil for filling low points of the Van Dyke route.

An area in the southwest apparently burned under extreme conditions and is now dry prairie with dead pine snags; another area, in the northeast, had a cooler fire and is healthy flatwoods. An area of scrub in the southeast, bisected by Ramblewood Drive, has been the site of much illegal dumping. Target shooters, poachers, and other trespassers have used the entire area rather indiscriminately over the years, and there continue to be occasional incidents.

The current use is for passive resource-based recreation.

3. ACQUISITION HISTORY

The largest single parcel within the project, originally referred to as "Cypress Bend", was slated for a residential development of that name, but reverted to the Federal Deposit Insurance Corporation (FDIC). The Keystone Civic Association, with great local support, nominated the site for the ELAP program on 10-30-91, and it was evaluated and ranked in the program's fifth year.

SWFWMD/SOR had previously targeted the site for protection as part of the Brooker Creek Corridor preservation proposal, which also included what are now the Brooker Creek Preserve

(Pinellas) and ELAPP's Clearwater site. After the site was approved for protection under the ELAP Program, SWFWMD succeeded in purchasing the largest parcel through the Save Our Rivers program. Hillsborough County later reimbursed 50% and agreed to manage the site through its Parks and Recreation Department, Resource Management Team. A member of that Team lives on-site in an existing residence, to provide security.

Highlights of the acquisition history include:

10-30-91	Nominated for ELAP program
9-29-92	Cost-sharing agreement signed by Hillsborough County and SWFWMD
9-17-93	Special Warranty Deed transferred ownership from FDIC to SWFWMD
3-1-94	Cost-sharing agreement amended
7-21-94	Lease agreement signed by Hillsborough County and SWFWMD for 30 years, renewable; management assigned to the County
2-1-95	First Addendum to lease agreement added small piece of property

4. NATURAL RESOURCES

Natural Plant Communities

The preserve includes undeveloped uplands and wetlands associated with the Brooker Creek system (figure 4). The uplands include pine flatwoods, dry prairie, xeric oak hammock, and mixed hardwood and pine forest areas. The majority of the uplands were cleared for agricultural use in the past, and are undergoing natural succession. Those portions which may have been used for row crops now support the mixed oak and pine forest habitat, while areas used more recently for cattle grazing are now dry prairie.

The wetlands consist primarily of extensive cypress swamps, with scattered wet prairies and a small borrow pit which is located in the southwest corner of the core parcel. One large ditch runs approximately one and one-half miles through the center of the core parcel, in a north-south direction. This ditch carries water only during the wet season, during which it flows strongly to the south. It appears that the ditch could have a significant impact on the overall hydrology of the site, especially the cypress swamp wetlands in the northern section. Another alteration consists of the borrow pit located in the southwest corner, with an outlet ditch which flows under Brown Road, providing an apparent "short-cut" for waters flowing downstream by connecting back into Brooker Creek just north of the Van Dyke Road crossing, which is a double box culvert.

The following is a more detailed description of the dominant plant communities on the site:

Cypress Swamp

Cypress swamp is the dominant plant community which composes the majority of Brooker Creek

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters - Plant Communities*

Key to Plant Communities:

- Cypress Swamp
- Hydic Hardwood
- Flatwoods
- Mixed Hardwood
- Mixed Pine/Hardwood
- Wet Prairie
- Dry Prairie
- Fallow Field
- Xeric Hammock

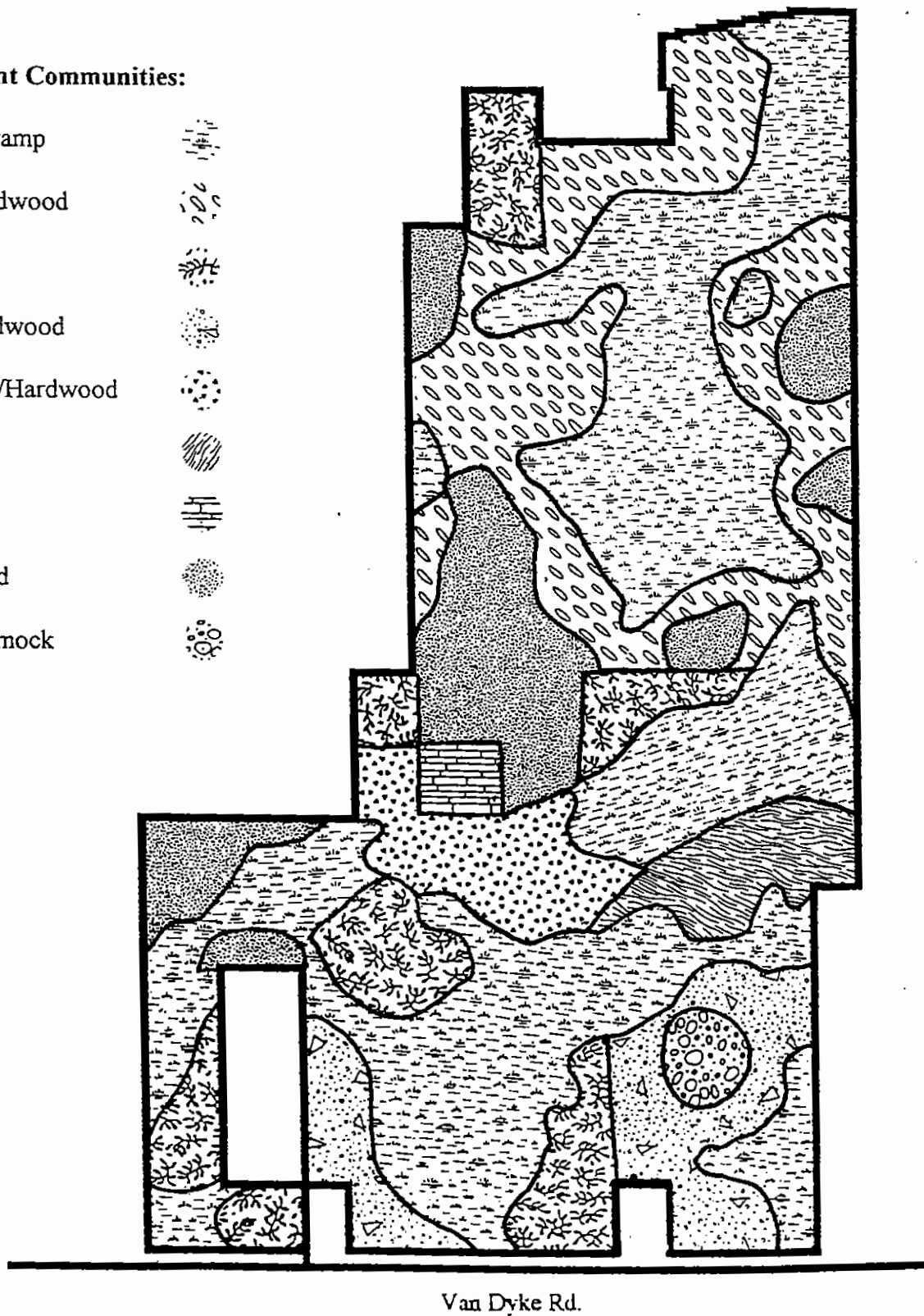


FIGURE 4

and its floodplain. The dominant tree in the swamps is pond cypress (*Taxodium ascendens*). South of Lutz Lake Fern Road, Brooker Creek bends so that the creek widens into a large swamp, and flows directly south. There is an outfall for the creek on the southeast side of the wetland, which empties into another wide area on the southern half of the site. From there, the creek flows to the southeast. Instead of draining directly off the site, the creek makes a bend to the northwest and passes under Brown Road on the west boundary.

Xeric oak hammock

There is a xeric oak hammock on the site, located in the southeast corner of the site, and bisected by Ramblewood Road such that portions of the hammock exist on both sides of the road. The hammock has a wide variety of oak species, including turkey oak, Chapman's oak, myrtle oak, live oak, sand Live oak, and dwarf live oak. The soil throughout the hammock is dry and sandy. The dominant understory species in the hammock is saw palmetto.

Wet Prairie

Wet prairies in the BPHP are located on the margins of the cypress swamp, waterward of the upland communities. Wet prairies are a rare and declining plant community in the Tampa area. Many of the site's listed plants, especially the hooded pitcher plant and Catesby's lily, are found in the wet prairies. The prairies, which depend on periodic fire and specific hydrological conditions, occur in various stages of succession; as a result, some areas have become dominated by dahoon holly, loblolly bay, and wax myrtle.

Dry Prairie

Dry prairie is found on large portions of the property. It is especially dominant in the central area. Aerial photographs dating from 1938 show that areas once dominated by pine trees were clearcut. Most of the prairies are composed of various grasses and wildflowers, although there are some exceptions. The kidney shaped area in the southwest portion of the site near Van Dyke Road had a wildfire several years ago which killed many large pine trees. There is also another xeric area between Brown Road and the borrow pit in the southwest corner which is dominated by small shrubs such as shiny blueberry and dwarf wax myrtle.

Soils and Topography

The preserve consists of relatively flat terrain, varying in elevation from slightly more than 60 feet above sea level to slightly below 50 feet (figure 5). The slope runs generally from the northeast downward to the southwest, following the course of Brooker Creek. As a result, the entire site is poorly drained, with the exception of a small area (~40 acres) of xeric oak hammock near the southeast corner.

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters - Topography*

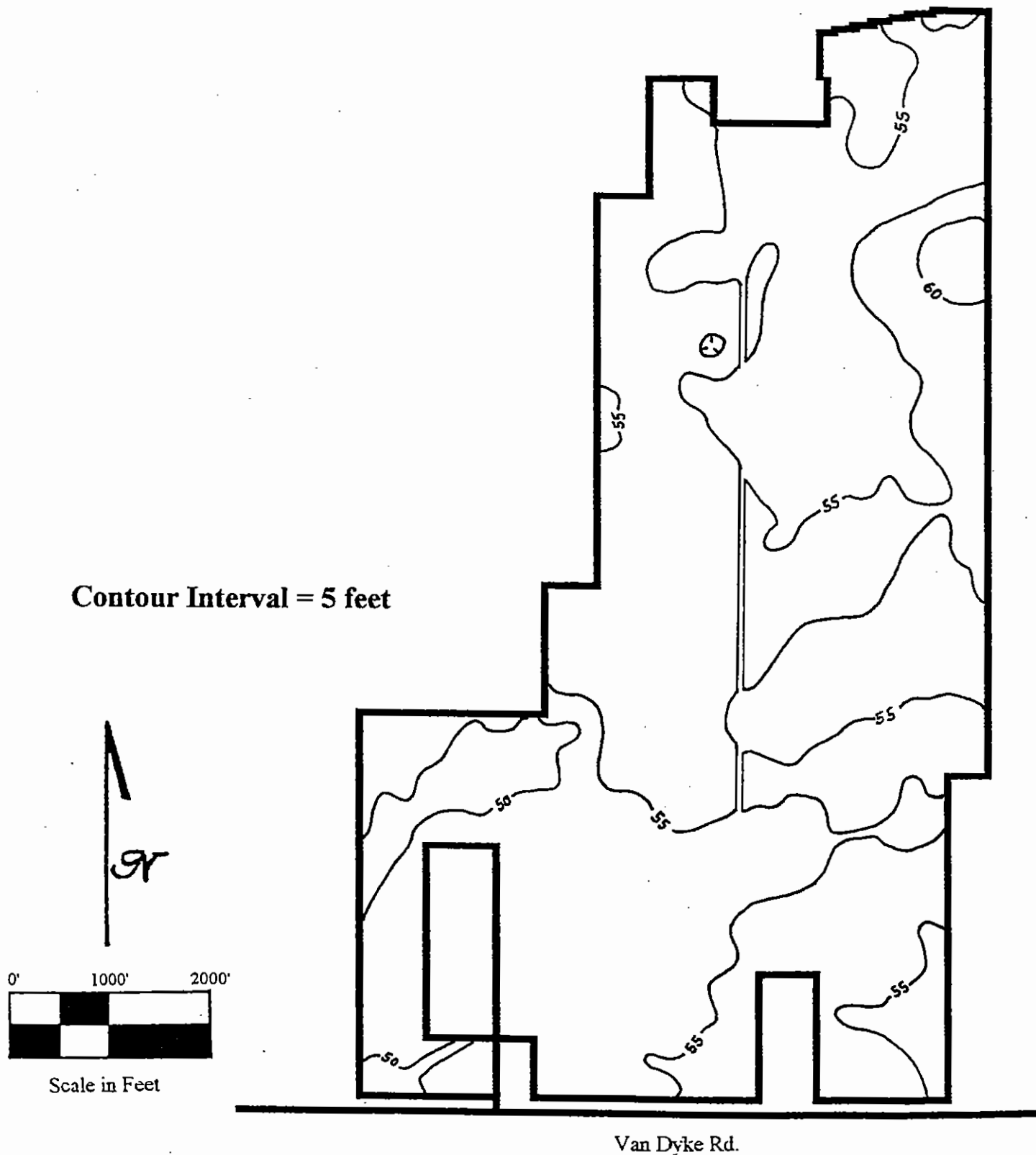


FIGURE 5

The most common upland soil series is Myakka fine sand, followed by small areas of Smyrna fine sand. Transitional areas contain Malabar fine sand, and wetlands are characterized as Basinger, Holopaw, and Samsula soils, depressional (figure 6; Doolittle, 1989).

Basinger, Holopaw, and Samsula soils (depressional) are nearly level and poorly drained and are found in swamp and depressions (slope 0-2%) in flatwoods. The natural vegetation primarily consists of cypress, maidencane, and panic grass and corresponds with the cypress swamp communities at the BCHP.

Malabar fine sand is nearly level and poorly drained. It is in low-lying sloughs and shallow depressions in flatwoods (slope 0-2%). The natural vegetative species it is associated with are longleaf and slash pine, cabbage palms, broomsedge, maidencane, and wax myrtle. At the BCHP, this soil type corresponds with the wet prairie and the xeric oak scrub habitats.

Myakka fine sand is nearly level and poorly drained. It is found in broad plains in flatwoods (slope 0-2%) and corresponds with the dry prairie habitat at BCHP. The natural vegetation consists of longleaf and slash pine, gallberry, running oak, saw palmetto, and wax myrtle.

Smyrna fine sand is nearly level and poorly drained and is found on broad, low-lying, convex swells in flatwoods (slope 0-2%). It corresponds with certain small patches in the dry prairie habitat at BCHP and its natural vegetation consists of longleaf and slash pine, gallberry, saw palmetto, and wax myrtle.

Wildlife and Listed Species

Due to the size and habitat composition of the preserve, a significant diversity of wildlife has been documented to date. Notable species which enhance the site's potential for wildlife viewing opportunities include white-tailed deer, wild turkey, bobcat, Sherman's fox squirrel, gopher tortoise, Florida sandhill crane, and eastern indigo snake. Plant species of particular interest include pink sundew, hooded pitcher plant, rein orchid, and Catesby's lily. The following list includes plants and animals, including listed status (Wood, 1997) which have been documented to date, as well as management considerations for the listed species:

Plants:

Acer rubrum - southern red maple
Agalinus fasciculata - false foxglove
Aletris lutea - yellow colic-root
Andropogon virginicus - broomsedge
Andropogon ternarius - splitbeard bluestem
Aristida spiciformis - bottlebrush threeawn
Aristida beyrichiana - wiregrass
Asclepias pedicillata - savannah milkweed

**Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters - Soil Types**

5 - Basinger, Holopaw,
and Samsula soils,
Depressional

27 - Malabar fine sand

29 - Myakka fine sand

52 - Smyrna fine sand

61 - Zolfo fine sand

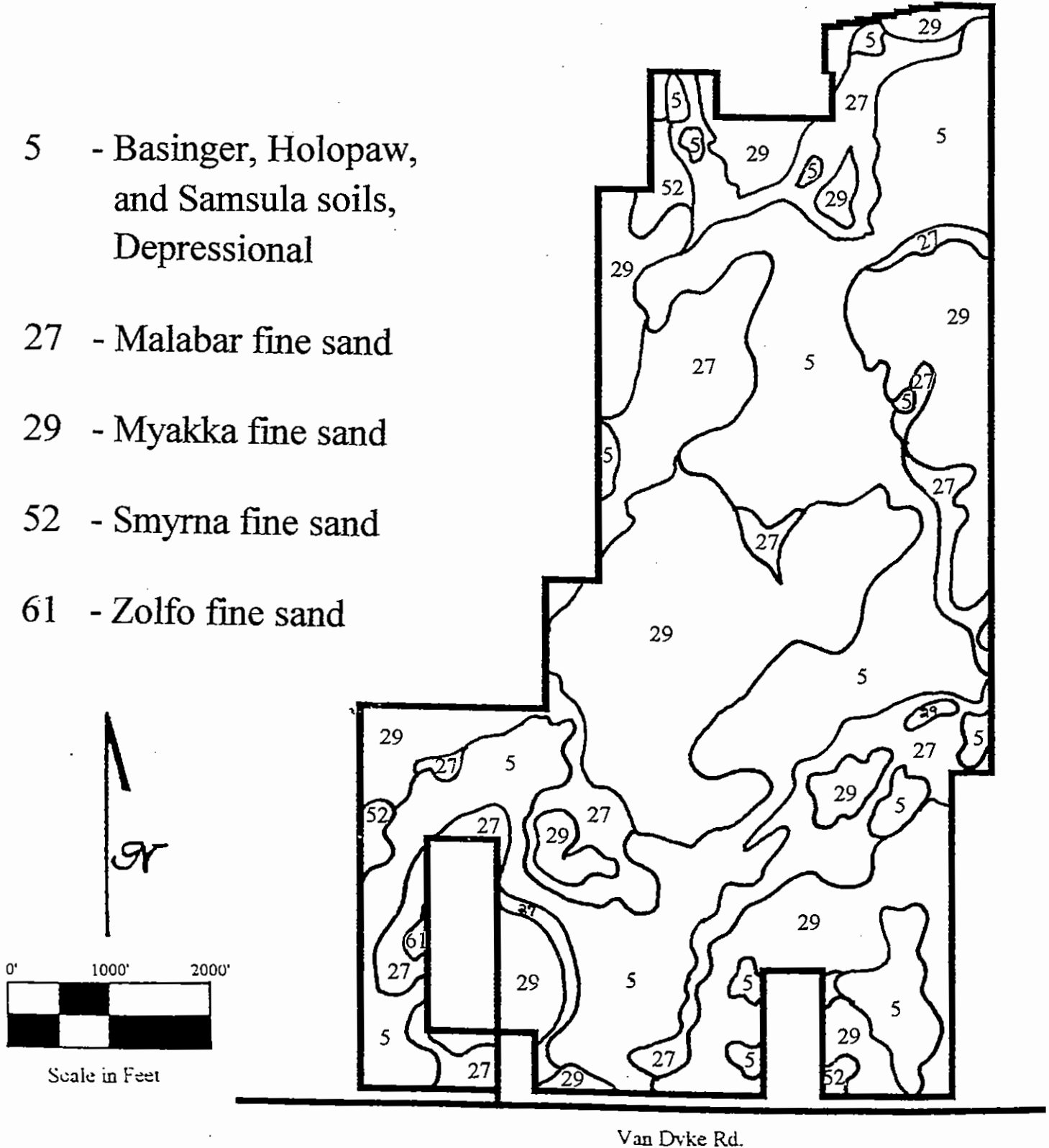


FIGURE 6

Asimina reticulata - pawpaw
Aster dumosus - rice-button aster
Baccharis glomeruliflora - groundsel tree
Baccharis halimifolia - saltbush
Bidens alba - Spanish needles
Bidens laevis - burmarigold
Bidens mitis - beggar-ticks
Bigelowia nudata - rayless goldenrod
Blechnum serrulatum - swamp fern
Buchnera americana - blueheart
Cannabis sativa - marijuana (exotic)
Carphephorus corymbosus - coastal-plain chaffhead
Carphephorus odoratissimus - vanilla plant
Carphephorus paniculatus - hairy chaffhead
Centella asiatica - coinwort (exotic)
Cinnamomum camphora - camphor-tree (exotic)
Coreopsis leavenworthii - Leavenworth's tickseed
Crotalaria rotundifolia - rabbitbells
Dactyloctenium aegyptium - crowfoot grass (exotic)
Dalea pinnata var. *pinnata* - summer-farewell
Dichanthelium spp. - witchgrass
Dioscorea bulbifera - air potato (exotic)
Drosera capillaris - pink sundew
Elephantopus elatus - elephant's foot
Equisetum hyemale - scouring rush
Eriocaulon spp. - hatpins
Eryngium aquaticum - corn snakeroot
Eryngium yuccifolium - button snakeroot
Eupatorium mohrii - Mohr's thoroughwort
Eupatorium rotundifolium - false hoarhound
Eupatorium spp. - dog fennel
Euthamia carolinianus - flat-topped goldenrod
Galactia elliotii - Elliott's milk-pea
Gaylussacia dumosa - dwarf huckleberry
Gordonia lasianthus - loblolly bay
Gratiola sp. - hedge-hyssop
Habenaria floribunda - tooth-petal false rein orchid
Habenaria repens - water-spider false rein orchid
Hypericum tetrapetalum - St. John's-wort
Hypericum fasciculatum - sandweed
Hypericum mutilum - dwarf St. John's-wort
Hypoxis juncea - yellow star-grass
Ilex cassine - dahoon holly

Ilex glabra - gallberry
Indigofera hirsuta - hairy indigo (exotic)
Juncus effusus - soft rush
Juncus megacephalus - big-head rush
Juncus marginatus - grass-leaf rush
Juncus polycephalus - many-head rush
Lachnanthes caroliniana - redroot
Lachnocaulon spp. - bog-buttons
Liatris tenuifolia - blazing star
Licania michauxii - gopher apple
Lobelia glandulosa - glade lobelia
Lycopodiella prostrata - feather-stem clubmoss
Lycopodiella sp. - clubmoss (upright species)
Lygodesmia aphylla - roserush
Lyonia ferruginea - rusty lyonia
Lyonia fruticosa - stagger bush
Lyonia lucida - fetterbush
Magnolia virginiana - sweet bay
Melaleuca quinquenervia - punk tree (exotic)
Micranthemum umbrosum - shade mudflower
Mikania scandens - climbing hemp-vine
Musa paradisiaca - banana (exotic)
Myrica cerifera - wax myrtle
Myrica pumila - dwarf wax myrtle
Nymphaea odorata - fragrant white waterlily
Nyssa sylvatica var. *biflora* - swamp black gum
Oxypolis filiformis - water dropwort
Panicum hemitomon - maidencane
Paspalum notatum - bahiagrass (exotic)
Peltophorum inerme - yellow flame (exotic)
Persea borbonia var. *borbonia* - red bay
Piloblephis rigida - pennyroyal
Pinus clausa - sand pine
Pinus elliottii - slash pine
Pinus palustris - longleaf pine
Plebodium aureum - golden polypody
Polygala lutea - orange milkwort
Polypodium polypodioides var. *michauxianum* - resurrection fern
Pontederia cordata - pickerelweed
Quercus chapmanii - Chapman's oak
Quercus laevis - turkey oak
Quercus geminata - sand live oak
Quercus laurifolia - laurel oak

Quercus minima - dwarf live oak
Quercus myrtifolia - myrtle oak
Quercus nigra - water oak
Quercus virginiana - live oak
Rhexia mariana - pale meadow-beauty
Rhexia nutallii - Nuttall's meadow-beauty
Rubus betulifolius - blackberry
Sabal palmetto - cabbage palm
Sabatia brevifolia - short-leaf rose-gentian
Sabatia grandiflora - large-flower rose-gentian
Saccharum giganteum - sugarcane plumegrass
Sacciolepis striata - American cupscale
Sagittaria graminea - grass-leaf arrowhead
Sagittaria lancifolia - arrowhead
Serenoa repens - saw palmetto
Solidago spp. - goldenrods
Sorghastrum secundum - lopsided indiagrass
Sporobolus junceus - pineywoods dropseed
Stillingia sylvatica - queen's delight
Syngonanthus flavidulus - bantam-buttons
Taxodium ascendens - pond cypress
Thelypteris spp. - maiden ferns
Tillandsia spp. - wild pine
Triadenum virginicum - marsh St. John's-wort
Utricularia spp. - bladderworts
Vaccinium corymbosum - highbush blueberry
Vaccinium myrsinites - shiny blueberry
Vigna luteola - Piedmont cow-pea
Vitis munsoniana - southern fox grape
Woodwardia areolata - netted chain fern
Woodwardia virginica - Virginia chain fern
Xanthosoma sagittifolium - elephant's ear (exotic)
Xyris spp. - yellow-eyed grass
Yucca aloifolia - Spanish dagger (exotic)
Yucca filamentosa - Adam's needle

Listed animals:

Alligator mississippiensis - The American alligator, listed as a species of special concern by the Florida Game and Freshwater Fish Commission (FGFWFC), exists in wetlands throughout the site. Successful nesting by alligators has been confirmed on the site. Possible affects on hydrology and water quality should be considered when implementing management and restoration practices on site.

Drymarchon corais couperi - Eastern indigo snakes are listed as threatened by the FGFWFC and the United States Fish and Wildlife Service (USFWS). This species requires large tracts of suitable habitat to ensure long-term survival. Prescribed fire should be used to provide diversity and to maintain native Florida habitat within the preserve. Site security measures will deter collectors.

Gopherus polyphemus - The gopher tortoise is listed as a species of special concern by the FGFWFC. Although tortoise burrows can be found throughout the uplands, most of the site is not dry enough to support high tortoise populations. A gopher tortoise survey (Aug. 1997) was conducted in the sand live oak hammocks that exist on the eastern and western side of Ramblewood Rd., which indicated population density to be 2.5 per acre. Tortoise density in the open uplands in the center of the site is approximately 1 per acre. Prescribed fire should be applied to maintain these populations.

Grus canadensis pratensis - The Florida sandhill crane, listed as a threatened species by the FGFWFC, prefers wet prairies, marshy lake margins, low-lying improved cattle pastures, and other open mesic and hydric habitats. Although there is no known nesting habitat on site, the preserve does contain many acres of open uplands that may serve as foraging habitat for the cranes. Prescribed burning should be utilized to maintain foraging habitat. Any potential nesting habitat that is discovered should be protected and monitored for use.

Mycteria americana - The wood stork is listed as endangered by both the FGFWFC and the USFWS. Although nesting colonies are not known to occur on the site, woodstorks have been observed feeding in the preserve. The majority of woodstork sightings have occurred in the cypress swamp directly north of the end of Brown Road. Possible affects on hydrology and water quality should be considered when implementing management and restoration practices on site.

Sciurus niger shermani - Sherman's fox squirrel is listed as a species of special concern by the FGFWFC. The only known, occupied fox squirrel habitat in the preserve is located in a former pasture in the northwest portion of the site. Population size is unknown. Other potential fox squirrel habitat is located throughout the open uplands, but is probably not currently supporting a population. Once restoration of the uplands is complete, it is likely that the preserve will be capable of supporting a much greater population of fox squirrels. Relocation of individuals into restored areas of the preserve may then be appropriate. Prescribed burning should continue to be integrated into restoration and management plans.

Listed plants:

Lilium catesbaei - Catesby's lily is listed as threatened by the Florida Department of Agriculture and Consumer Services (FDACS). Various individuals of this species were found in the dry prairie habitat in the northern half of the site and in an area of wet prairie around the middle of the site. The population size is unknown. Regular site security patrols by staff and the security resident will deter potential collectors. Prescribed fire should be applied in areas where

Catesby's lily is located to maintain an open habitat.

Osmunda cinnamomea - Cinnamon fern is listed as commercially exploited by the FDACS. Individuals are located throughout the site's wetlands. Regular site security patrols by staff and the security resident will deter potential collectors. Alteration of hydrology or other disturbance should be prevented.

Osmunda regalis - Royal fern is listed as commercially exploited by the FDACS. Individuals are located throughout the site's wetlands. Regular site security patrols by staff and the security resident will deter potential collectors. Alteration of hydrology or other disturbance should be prevented.

Pteroglossapsis ecristata - Giant orchid is listed as threatened by the FDACS. Various individuals have been found throughout the dry prairie just east of Ramblewood Rd. The population size is unknown, and should be monitored. Regular site patrols will deter potential collectors.

Sarracenia minor - Hooded pitcherplant is listed as threatened by the FDACS. Four of the site's five known populations exist in cypress swamp and wet prairie habitats in the southern half of the site. Large stands of individuals were observed on the east side of the borrow pit and on the fringe of the wet prairie and cypress swamp just north of the pit. One population exists in a wet prairie which is located in the northwestern portion of the site. The populations of hooded pitcher plants on the site should be monitored periodically, alteration of hydrology or other disturbances should be prevented, and prescribed fire should be applied wherever possible to maintain the open character of the area in which they are growing.

Birds:

Ardea herodias - Great blue heron

Bubo Virginianus - Great horned owl

Bubulcus ibis - Cattle egret

Buteo lineatus - Red-shouldered hawk

Butorides striatus - Green heron

Cardinalis cardinalis - Northern cardinal

Casmerodius albus - Great egret

Cathartes aura - Turkey vulture

Colaptes auratus - Northern flicker

Colinus virginianus - Northern bobwhite

Cyanocitta cristata - Blue jay

Dryocopus pileatus - Pileated woodpecker

Dumetella carolinensis - Gray catbird

Lanius ludovicianus - Loggerhead shrike

Melanerpes carolinus - Red-bellied woodpecker

Melanerpes erythrocephalus - Red-headed woodpecker

Meleagris gallopavo - Wild turkey
Mimus polyglottos - Northern mockingbird
Mniotilta varia - Black and white warbler
Nyctanassa violacea - Yellow-crowned night-heron
Otus asio - Eastern screech-owl
Pipilio erythrophthalmus - Eastern towhee

Insects:

Anartia jatrophae - White peacock butterfly
Celithemis eponina - Halloween pennant dragonfly
Eurema daira daira- Barred sulphur butterfly
Heliconius charitonius - Zebra longwing butterfly
Libellula vibrans - Great blue skimmer dragonfly
Limentis archippus - Viceroy butterfly
Papilio palamedes - Palamedes swallowtail butterfly
Phoebis sennae - Cloudless sulphur butterfly
Precis coenia - Buckeye butterfly
Urbanus proteus - Long-tailed skipper butterfly

Other Invertebrates:

Argiope aurantia - Black & yellow argiope spider
Gasteracantha elipsoides- Crablike spiny orb weaver
Latrodectus mactans - Black widow spider
Nephila clavipes - Golden silk spider

Mammals:

Canis latrans - Coyote
Dasyurus novemcinctus - Nine-banded Armadillo
Didelphis virginiana - Virginia opossum
Felis rufus - Bobcat
Lutra canadensis - River otter
Odocoileus virginianus - White-tailed Deer
Procyon lotor - Raccoon
Sciurus carolinensis - Gray squirrel
Sigmodon hispidus - Hispid cotton rat
Sus scrofa - Feral hog (exotic)
Sylvilagus floridanus - Eastern cottontail
Sylvilagus palustris - Marsh rabbit

Reptiles and Amphibians:

Agkistrodon piscivorus - Water moccasin
Anolis carolinensis - Green anole
Anolis sagrei sagrei - Cuban brown anole (exotic)

Coluber constrictor - Southern black racer
Crotalus adamanteus - Eastern diamondback rattlesnake
Elaphe guttata guttata - Red rat snake
Elaphe obsoleta quadrivittata - Yellow rat snake
Hyla cinerea - Green treefrog
Hyla squirella - Squirrel treefrog
Kinosternon bauri - Striped mud turtle
Micrurus fulvius - Eastern coral snake
Nerodia fasciata fasciata - Banded water snake
Rana sphenoccephala - Southern leopard frog
Sistrurus miliarius barbouri - Pygmy rattlesnake
Terrapene carolina bauri - Florida box turtle

5. EXISTING FACILITIES

There are only a few existing facilities on the BHP. The site security residence on Van Dyke Road is a one story concrete block home. Located several feet away from the structure is a storage shed. The property has no improved roads, although there are many dirt roads throughout; a couple of these include culverts which cross wet ditches. Portions of the BHP are fenced. Fence locations are described in detail in section 9.

6. LEGAL

The property is owned by the Southwest Florida Water Management District and managed by Hillsborough County through an agreement executed in 1994 (appendix I). There is also a security agreement between an employee of the Parks and Recreation Department and Hillsborough County, which provides for daily site security patrol (appendix J). Protection is provided by County ordinance 97-14 (appendix C).

7. CONFORMANCE WITH LOCAL PLANS

Acquisition of the BHP will assist Hillsborough County in implementing the goals, objectives, and policies of the Recreation and Open Space (ROSE), Future Land Use (FLUE), and Conservation and Aquifer Recharge (CARE) elements of the County's Comprehensive Plan. The preservation of wildlife habitats and the development of public recreation and environmental conservation activities on the project site will help to accomplish or further enhance the following plan goals and objectives.

Preserve, conserve, restore, and appropriately manage the natural resources of Hillsborough County to maintain or enhance environmental quality for present and future generations (CARE Goal).

The County shall, through the land use planning and development review

processes, and in cooperation with the Environmental Protection Commission, continue to conserve and protect wetlands from detrimental physical and hydrological alteration and shall continue to allow wetland encroachment only as a last resort when reasonable use of the property is otherwise unavailable (CARE Policy 3.1).

The County shall continue to prevent net loss of 100-year floodplain storage volume in Hillsborough County. By 1995, the County shall protect and conserve natural wildlife habitat attributes where they exist within the 100-year floodplains of major rivers and streams (Objective 4).

Maintain populations of threatened and endangered species and species of special concern occurring in Hillsborough County; and, where feasible and appropriate, increase the abundance and distribution of such species (CARE Objective 14).

During the land use planning and development review processes, the County shall consider the effects of development on significant wildlife habitat, to protect wildlife corridors from fragmentation. Where necessary to prevent fragmentation of wildlife corridors, the County shall require the preservation of wildlife corridors within developments (CARE Policy 14.7).

During the land use planning and development review process, the County shall continue to protect Conservation Areas from activities which would significantly damage the natural integrity, character, or ecological balance of said areas, except in cases of overriding public interest (CARE Policy 16.5).

Correct existing deficiencies and prevent future inadequacies to an efficient system of open space, park, and recreational facilities proportionately distributed to meet the needs of the populations. (ROSE Objective 1, Policies 1.1, 1.2, 1.3, 1.4)

Increase the provision, protection, and enhancement of open spaces by public agencies and private enterprises. (ROSE Objective 3, Policy 3.8)

Develop an open space network plan which includes identifying ways to interconnect recreation and conservation areas (ROSE Objective 4).

The County shall annually review County-owned lands to determine their suitability for open space, park, or recreation facilities and prioritize them for such uses (ROSE Objective 9).

Implement an aquatic plan to utilize water resources for active and passive

recreational activities. (ROSE Objective 10, Policy 10.1)

Continue to implement a program to allow appropriate utilization and protection of natural resources. (ROSE Objective 11, Policy 11.2) -

Meet the standards for county parks and recreational facilities as specified in the Capital Improvements Element (CIE Policy 1.C.1.f)

The BCHP is being managed only for the conservation, protection, and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection, and enhancement of the site.

8. ADMINISTRATION

The preserve is administered by the Resource Management office of the Hillsborough County Parks and Recreation Department. The team is assisted with various management functions by the following agencies on an as-needed basis:

- I. Security - Hillsborough County Sheriff's Department, divisions are contacted for problems such as agriculture (stray cows), environmental (illegal dumping), theft, and vandalism.
- ii. Prescribed burns - Florida Division of Forestry (FDOF) and the Central Florida Prescribed Fire Council are the primary contacts.
- iii. Restoration - volunteer organizations.
- iv. Arson - Florida Department of Agriculture and Consumer Services.
- v. Poaching - Florida Game and Freshwater Fish Commission.
- vi. Overall issues involving management use, development of facilities, and security - Southwest Florida Water Management District.

9. SITE SECURITY

One of the primary objectives of site management is to prevent unauthorized activities on the preserve which are known or expected to have negative impacts. Past and ongoing problems at the site include marijuana cultivation, poaching (deer, turkey, snakes, and gopher tortoises), target shooting, off-road vehicle use, drag racing, dumping, abandonment of stolen cars, and sign theft. The majority of the trespassing events associated with these activities occur along Ramblewood Road which outlets near the southeast boundary of the preserve. In addition to the preserve, this public roadway serves the Lake Carlton Arms apartment complex, the Cheval subdivision, and a County water treatment plant. The roadway receives very little legitimate traffic at night, which is when most of the illegal activity occurs. Carlton Arms locks it's Ramblewood gate from 6 p.m. until 6 a.m. Cheval has 24-hour security at a locked gate beyond the site. Trespassing events have been minimized by the installation of barbed wire fencing along the boundaries on Ramblewood Road. Dumping still occurs along the road right-of-way. Illegal access occur along an unfenced southwestern border along Brown Road, a 700 foot frontage on Van Dyke Road immediately west

of Ramblewood Road, and through a 15-acre parcel west of the preserve frontage on Lutz Lake Fern Road.

The addition of a live-on security resident in the District acquired home on Van Dyke Road has deterred many of the aforementioned problems by a known presence and ability to quickly alert law enforcement personnel of problems. This security position has been filled since July 1994 by a county employee who is normally on site during evenings and weekends. Patrols of the road frontage are done daily and interior patrols on weekends, conditions permitting. Site security has been instrumental in preventing many violations, as well as keeping the Resource Management staff abreast of any immediate management needs. A six-wheel John Deere Gator utility vehicle is currently kept at the security residence along with a four-wheel drive County pick-up truck. The residence area is posted no trespassing.

The road frontage has been posted every 500 feet along both sides of Ramblewood Road, the southern border along Van Dyke Road, the western border on Brown Road, and the frontage along the northern border on Lutz Lake Fern Road. In addition, borders with private landowners that have been breached by ATV's or other vehicles have been repaired and posted.

There are plans to fence the 700 feet of upland road frontage west of Ramblewood Road on Van Dyke Road and about 1200 of the 1700 feet of frontage on Brown Road.

10. STAFF ACCESS

Currently ten staff access gates are in place (figure 7). The upland areas of this site are broken up by the many interconnected cypress heads that make up the headwaters of Brooker Creek. Gates were placed so that all upland areas are accessible during the wet summer months. Many of the roads cross these swamps to interconnect the upland areas. During the wet season, several different access points may be necessary depending on which areas you wish to visit. The first gate on the west side of Ramblewood leads to a xeric hammock and connects into the back yard of the security residence. The second gate on the west side of Ramblewood is considered the main access to the site and all roads within the site, however many low spots make this road inaccessible during the rainy season except by ATV. The third gate is the only access to the small eastern parcel bisected by Ramblewood Road. All three gates have both SWFWMD and HCPRD locks. The fourth gate is accessed through a driveway in the northeast corner of the site at 7426 Lutz Lake Fern Road with the homeowner's permission. This gate has an HCPRD lock and is only used in the event of an emergency. The fifth gate is a locked cable in the fence line of the north border on Lutz Lake Fern Road directly across from Angel Lane. This gate allows access to the northeast corner. A road leads to the rest of the site from this area, however it crosses a parcel not presently owned by Hillsborough County. This cable gate has an HCPRD lock. The sixth gate is in the southwest corner of the site at the north end of Brown Road. Gate seven is a cable gate accessing the right-of-way between the first and second house on Brown Road. This leads to the Hanson Tract behind the homes on Brown Road. Gate eight is another cable gate to the Hanson Tract it is located about a hundred yards west of Brown Road on Van Dyke Road. This cable has an HCPRD lock. Gate nine is the driveway to the security residence at 7415 Van Dyke Road. It also has an HCPRD lock.

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters - Maintenance*

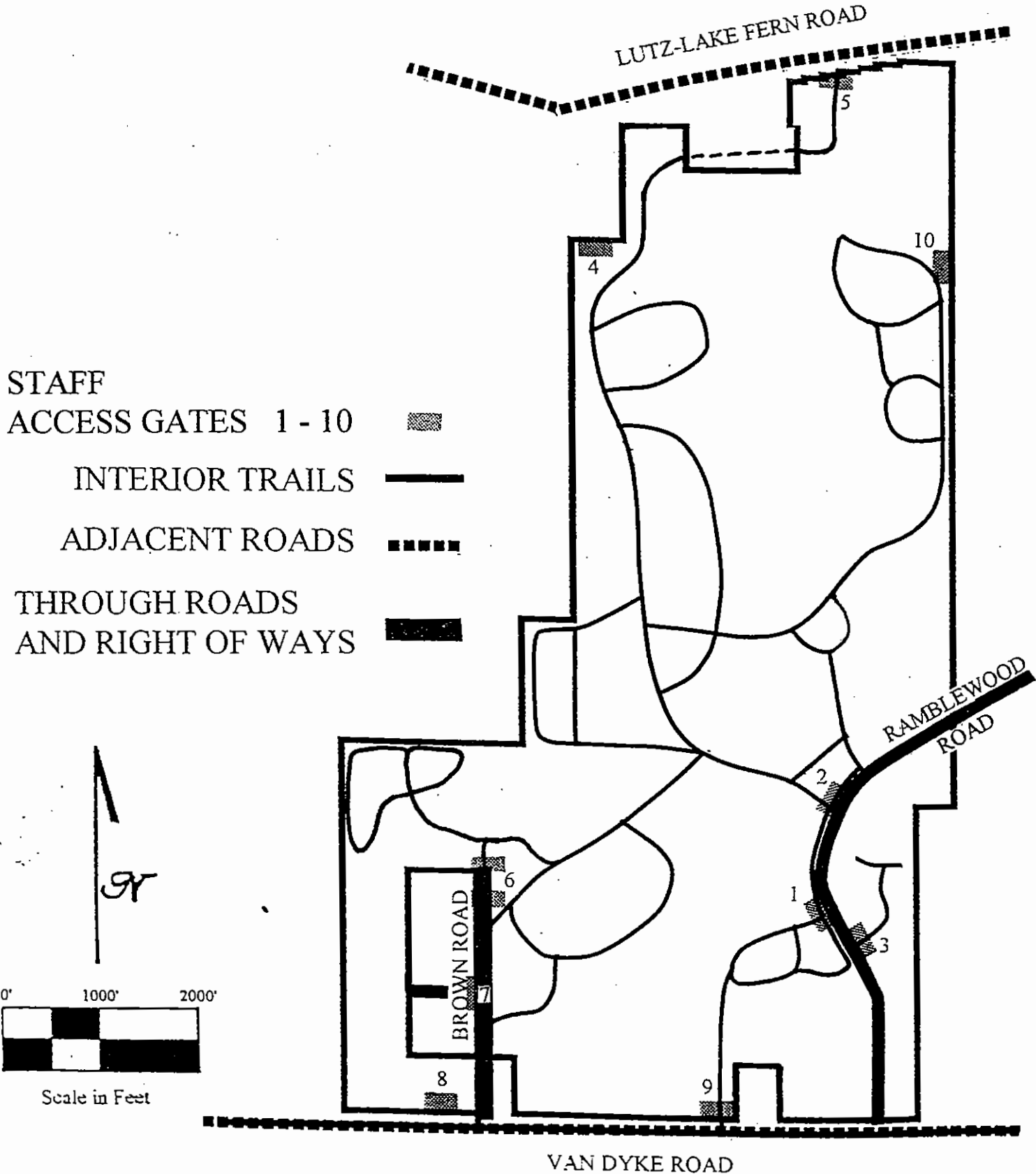


FIGURE 7

A tenth access point has been granted to the County through Cheval's entrance on Ramblewood Road allowing access to an isolated eastern portion of the site. This area is inaccessible most of the year because the interior road crosses a portion of swamp.

11. SITE SIGNAGE

Presently the site is identified by a standard sign that HCPRD uses to identify nature preserves which are open to the public. This sign is located at the northwest corner of Ramblewood and Van Dyke roads. An additional board identifying SWFWMD as a partner will soon be added. Additionally, generic metal signs identifying the partnership between SWFWMD and HCPRD are being developed for use on all appropriate sites. These will be placed at designated public access points. The BCHP perimeter is also posted, every 500 feet, with standard nature preserve signs that HCPRD uses on all of its sites. See appendix B for the wording on the sign.

Small "no horseback riding" signs have been placed on the gates on Ramblewood Road and the cable gate at Angel Lane on Lutz Lake Fern Road. In response to road kills on Ramblewood Road and an increase in traffic, Hillsborough County has posted the road with "Nature Preserve Next One Mile", "Deer Crossing Next One Mile", and a speed limit of 35 MPH. The security residence is posted with "Park Security Do Not Block Gate" and "No Trespassing" signs around the perimeter.

12. PUBLIC ACCESS AND RECREATIONAL USE

A walk through entrance has been installed at the main gate (the second gate on the west side of Ramblewood Road). The road in from this gate is low in places, and crosses a ditch which is filled with water during wet periods. Staff will be raising the level of the road and installing a foot bridge to make public access into the site a little easier and less wet. The Ramblewood Road shoulder is steep and wet in many places, but parking is permitted in the right-of-way. Another walk through entrance (gate 5) is located next to the gate off of Lutz Lake Fern Road in the northwest corner of the site. If the Netscher parcel is purchased in the future, a main entrance with parking could be located there. See figure 8 for public access locations, and appendix H for HCPRD policy.

~~Recreational use of the property is still being explored.~~ Presently, the site is open to foot traffic during daylight hours only. ~~This allows for hiking, birdwatching, and nature study.~~ An off-road ~~biking club~~ occasionally rides on existing roads in the site, however, they determined that the site is too wet for actual bicycle trails.

Horseback riding is very popular in this part of the county with many stables in the surrounding area. This activity may be allowed in the future, but for now, the site is posted ~~with no horseback riding signs.~~ It is likely that a new County equestrian center will be built on the east side of Ramblewood Road (figure 8). This will be a state of the art riding center for the disabled. It will encompass facilities for classes, training horses, driving, vaulting, etc., local and national workshops and seminars for instructors of disabled riding, fund raising events, and horse shows. The project has been delayed, but a gopher tortoise relocation permit has been approved by the FGFWFC for

*Hillsborough County Parks and Recreation
 Resource Management Team
 Brooker Creek Headwaters - Recreation*

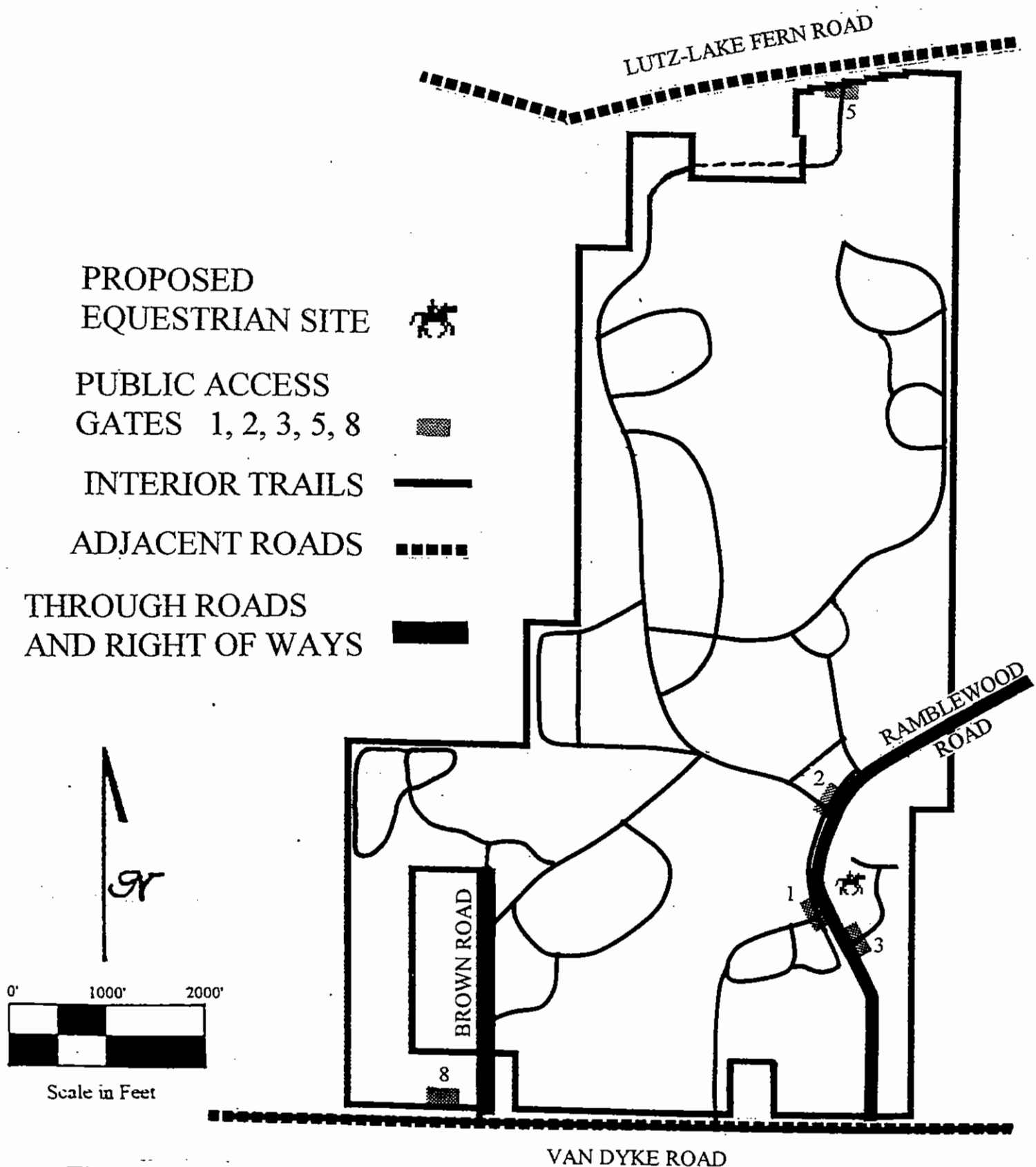


FIGURE 8

the area of construction. The tortoises will be located to another area of the site; SWFWMD guidelines will be followed (appendix E).

The headwaters of Brooker Creek in this section of the County are too shallow to provide any boating or canoeing opportunities. There are a couple of small ponds on the east side of Ramblewood Road near Van Dyke Road that may provide recreational fishing.

HCPRD may be approached with requests for other recreational uses. These requests will be evaluated at that time on a case by case situation. As a matter of policy, the site will be closed during part of the year when it becomes extremely wet, affecting all recreational use.

If the county acquires the Netscher parcel, a care-taker house and several cabins from an abandoned girl scout camp, located on the parcel, could possibly be used for retreats, workshops, field trips, and/or other educational purposes. The buildings are currently boarded up, but are in good condition and could be salvaged for this type of activity. There are two high schools, one middle school, and two elementary schools within approximately 5 miles of the site. These schools, and any others interested, could use the site for educational purposes.

13. RESOURCE MANAGEMENT STRATEGIES

Fire Management

A prescribed burn program is integral to the success of many management objectives for this site. Fuel reduction, smoke management, habitat restoration, management of listed species, improved access, and aesthetics will all be addressed through an effective burn program. The HCPRD follows guidelines laid out in their Prescribed burn policy statements (appendix D).

--Fuel reduction: Wildfires in the recent past have had both positive and negative impacts on the natural communities and water resources on the site. In the future the cost of wildfires will be greater as the residential population in the area expands, making health and safety a primary concern. For this reason, dormant season burns will be used initially to reduce heavy fuel build up in many burn units.

--Smoke management: Current smoke sensitive areas are Van Dyke Road, Lutz-Lake Fern Road, Cheval subdivision, the Veterans Expressway, Carlton Arms apartment complex and Van Dyke Farms subdivision. Small, manageable burn units are planned. HCPRD staff has been trained in smoke management techniques.

--Access: Prescribed fire will open up areas of thick undergrowth and expose any potential hazards to vehicular travel. Access to remote areas is important for site security, exotic pest control, monitoring, and to provide openings for wildlife travel and feeding. Heavy usage of interior roadways by gopher tortoise, deer, and other wildlife points to the need for better wildlife access.

--Habitat restoration/Management of listed species: Restoring habitats lost to successional growth and damaging wildfire through the use of a varied prescribed fire regime is primary to the management of listed species. Prescribed burning will increase the quality and quantity of graze and mast, manage undesirable competitive vegetation, and promote reproduction of keystone species such as wiregrass.

--Aesthetics and Passive Recreation: Citizens visiting the site will be able to enjoy native plants and animals throughout the year. Regular burning will enhance the appearance of the site by creating vistas and promoting flowering of herbaceous annual and perennial species.

Fifteen different prescribed burn units have been designated as follows (figure 9):

Unit 1 has between 11-16 acres of wet pine flatwoods heavily invaded by woody species. Cypress and hardwood swamp occurs north and south of the unit, which is easy to access from Ramblewood Road. Burns are planned to manage for hooded pitcher plants, pine lily, rein orchids, wiregrass and pine.

Unit 2 is dominated by 30 acres of successional woody plants and grasses, bordered by Ramblewood Road on the east and cypress swamp to the west and north. Burns are planned to restore open habitat for hooded pitcher plants and other species.

Unit 3 contains 35-40 acres of impenetrable palmetto flatwoods with shrubby species such as gallberry and dahoon holly. Most of the pines were killed in a hot wildfire years ago and still stand as snags. An arson fire burned the area again in April of 1996. The unit is almost completely surrounded by cypress swamp. Access is from an interior road off of Ramblewood Road, or more directly from the end of Brown Road. A special concern when burning this unit is tall gallberry, which is known to carry firebrands for long distances to cause spot fires. Burns are needed to reduce fuels, increase access and food sources for gopher tortoises, and to promote pine regeneration and herbaceous species.

Unit 4 has 60 acres of primarily grassy species and scattered pines. The western 18 acres has heavier palmetto and shrubby species under heavy pine canopy. Cypress swamp borders the eastern edge. Access will be from either Ramblewood or Brown Road. Burns will allow for natural regeneration of pines, and manage for giant orchid and species diversity. The grassy portion of this unit was partially burned by an arson fire in April of 1996. In May of 1996, the remainder of the eastern portion was burned with prescribed fire.

Unit 5 hosts approximately 62 acres of grassy species, vines, oaks and weedy shrubs, with cypress swamp bordering the entire eastern edge. Access will be from either Ramblewood or Brown Road. Burns are planned to restore species diversity, reduce grassy fuels, increase access, and manage for giant orchid. The northern portion of this unit was burned by arson fire in February of 1996.

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters - Burn Units*

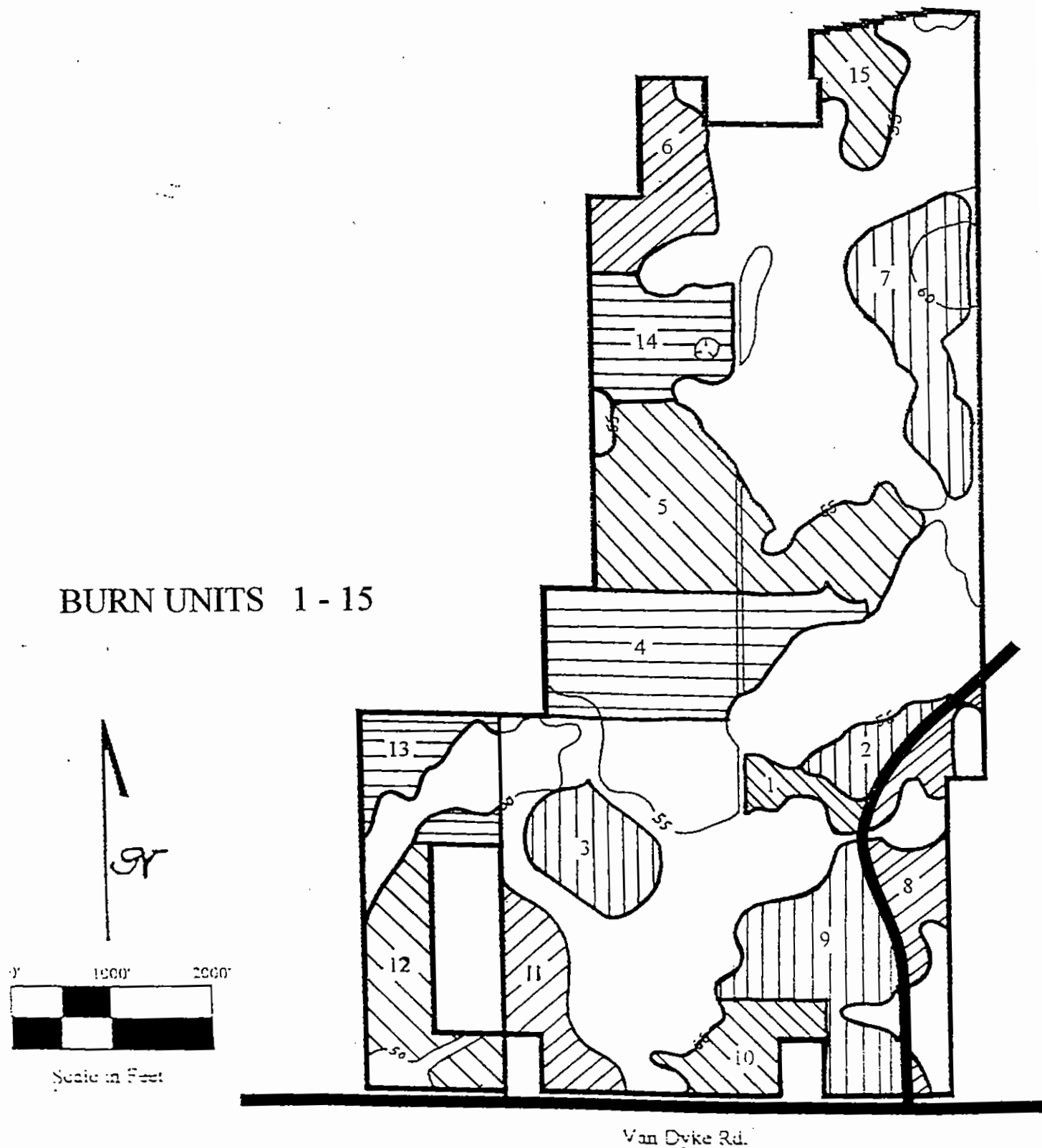


FIGURE 9

Unit 6 is 26 acres of thick palmetto, gallberry, and wiregrass bordered by swamp to the east and south. Access will be from the private residence adjacent to the northern property line. Burns are needed to reduce heavy fuels, and manage for hooded pitcher plants and wiregrass.

Unit 7 has 30 acres consisting of two large open, grassy areas surrounded by cypress swamp on the north, south and west. The east side of the unit is bordered by a development. A variety of flatwoods species are scattered throughout the unit, which was impacted by wildfire in the recent past. Access is difficult from the interior road during the rainy season. Before burning is undertaken, the interior road will need to be improved and/or access secured through the development. Objectives include fuel reduction, restoration of the ecotone and management of pine lily.

Unit 8 consists of 50 acres on the east side of Ramblewood Road. The northern portion is overgrown with weedy shrubs and vines. The southern portion is a mixture of oak scrub and wetlands, with two ponds. Cypress swamp runs along most of the eastern border. Access will be from Ramblewood Road. Before prescribed burns can occur, extensive trash will have to be removed from the unit. Burns are planned to reduce fuels, and manage for gopher tortoise and several listed plant species.

Unit 9 contains 44 acres of oak scrub, including 3 acres of open grassland. Palmetto fuels are heavy in this unit, but extensive trash will have to be removed before burning. The unit wraps around private property to the south and west. It is bordered by cypress swamps on the north side and Ramblewood Road on the east side. Access is easy from Ramblewood. Burns are planned for habitat restoration, fuel reduction, and access.

Unit 10 is 20 acres located north and west of the security residence. It contains open grassy areas, with swamp to the north and south, and a strip of heavy pine/palmetto flatwoods to the west. A large cypress swamp is west of the unit. Access is from the security residence. This unit is separated from number 9 because it contains no trash and can be burned with minor preparations. It was burned in May of 1996 to reduce fuels and promote species diversity.

Unit 11 is 21 acres of open scrub dominated by several Ericaceous species, with scattered palmetto, oak and other mesic to xeric species. A shallow 4-acre borrow pit is located on the east side of the unit. The pit is dominated by native grasses, shrubs and young cypress. A cypress swamp borders the eastern edge and Brown Road runs along the west side. Access is easy from Brown Road. A concern with burning this unit is the borrow pit, which should be burned during the wet season to avoid a possible muck fire. Burns are planned to manage for giant orchid and hooded pitcher plants, and to preserve the diverse ecotone between swamp and uplands.

Unit 12, located to the south and west of several homes on the west side of Brown Road, has 13-15 acres of burnable fuels. Cypress swamp borders the west side of the unit. The overgrown palmetto-pine flatwoods will be burned to reduce fuels for safety and security purposes.

Unit 13 is dominated by 25 acres of pine flatwoods planted in bahiagrass pasture by the previous owner. Cypress swamp runs through a large portion of the interior. It is bordered by additional pasture on private property to the north and west. Access is from the north end of Brown Road. Burns are planned to aid in restoration and for grassy fuel reduction.

Unit 14 consists of approximately 17 acres of mixed hardwoods and successional grasses. Cypress swamp is to the north and east. Private property will soon be developed to the west. The unit will be burned to improve access and aid with security patrols.

Unit 15 borders Lutz-Lake Fern Road on the north side, with cypress and hardwood swamp to the east and south. Approximately 12 acres of mixed pine flatwoods and hardwoods will be burned during the dormant season to protect private homes west of the unit. Access is through a cabled entrance on Lutz-Lake Fern Road.

Invasive exotic plant control

To date only a few exotic pest plants have been found on site. All of the infestations are small and will be easily managed on a timely basis. HCPRD staff has already removed many of the punk tree seedlings and have noted locations of other pest plants for removal or chemical treatment at a later date. Species that are known to be invasive will be given a high priority for eradication. SWFWMD guidelines have been noted for exotic removal (appendix G). The following is a list of the species that have been recorded on site:

--Spanish dagger (*Yucca aloifolia*) - This non-invasive, yet persistent exotic was found south of the private residence in the northwest corner of the site and in the oak scrub near the southern end of the property. Plants will be removed and burned to prevent resprouting in another location.

--Air potato vine (*Dioscorea bulbifera*) - One small infestation is growing over shrubs in an open area in the northwest corner of the site. Several small infestations are growing along Brown Road near the dead-end and one small infestation is growing in an area on the east side of Ramblewood. These will be chemically treated when actively growing and any aerial "potatoes" collected and burned.

--Yellow poinciana tree (*Peltophorum inerme*) - Two trees, one near the northwest corner and one in the oak scrub at the southern end of the site, are believed to be this species due to the growth pattern (they are not large enough to bloom and fruit). These will be cut and stump treated with chemicals when other pest plants are being treated.

--Punk trees (*Melaleuca quinquenervia*) - A small infestation was found just east of the borrow pit in the swamp near the southwestern corner of the site. Only a couple of medium to large trees were seen, with numerous small seedlings. The area will be scouted thoroughly for additional trees during the dormant season. Seedlings will be pulled and destroyed. Larger trees

will be chemically treated.

--Wild taro (*Colocasia esculentum*) - One small, isolated infestation is located next to a power pole near the end of Brown Road. This will be removed by digging or chemical treatment.

--Camphor tree (*Cinnamomum camphora*) - One small tree was seen in an open grassy area near the middle of the site. This tree will be cut and stump treated with chemicals when other pest plants are being treated.

14. HABITAT RESTORATION

Hillsborough County's policy toward restoration of environmentally sensitive lands is to maximize wildlife usage and increase populations of listed species where feasible. The following section describes existing altered areas which occur on the property and proposed (if any) restorative measures to revegetate or change elevations anywhere on the site (figure 10).

1. There is a 4-acre borrow pit at the southwest corner of the site near Van Dyke Road. It is relatively shallow, appears to be regularly inundated with water, and is vegetated with a combination of wetland grasses, shrubs such as wax myrtle, and a few small cypress trees. The outer edge of the borrow pit is lined with shrubs. This area is functioning as a wetland ecosystem; thus, no changes are proposed.
2. Two rim ditches are located along the edges of wetlands near the southeast corner of the site near Van Dyke Road. They are approximately 40 feet wide, cover several hundred feet in length, and stay inundated with water the entire year. The dominant vegetation in the rim ditches is water lilies. The ground leading to the ditches is relatively flat and is colonized with a variety of native species. Significant among them is pink sundew, and club moss. To avoid disturbing these populations, no alterations of the ditches are proposed.
3. A long ditch covers over half the length of the property, cutting through both uplands and wetlands in a north-south direction. It begins just south of Lutz Lake Fern Road and continues in a straight line heading south to the northernmost extent of Ramblewood Road. In some areas where this ditch goes through wetlands, trees have been removed. This area is vegetated with herbaceous wetland species, and it is recommended that natural revegetation be allowed to continue. Where the ditch goes through upland fields in the center of the parcel, there is a line of palmettos on either side. Water drains through the ditch only during periods of heavy rain.
4. Several areas of the site were used for farming in the past, and farm furrows are evident on recent aeriels in many of the sites uplands and marginally wet areas. Today the farmed areas have a variety of upland vegetation on them, but all appear to be in some phase of revegetation with desirable upland plant species. Active gopher tortoise burrows were noted on several of the high furrows. Because of the revegetation and the presence of gopher tortoises, no restoration is proposed for these sites except for prescribed burns.

***Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters - Restoration***

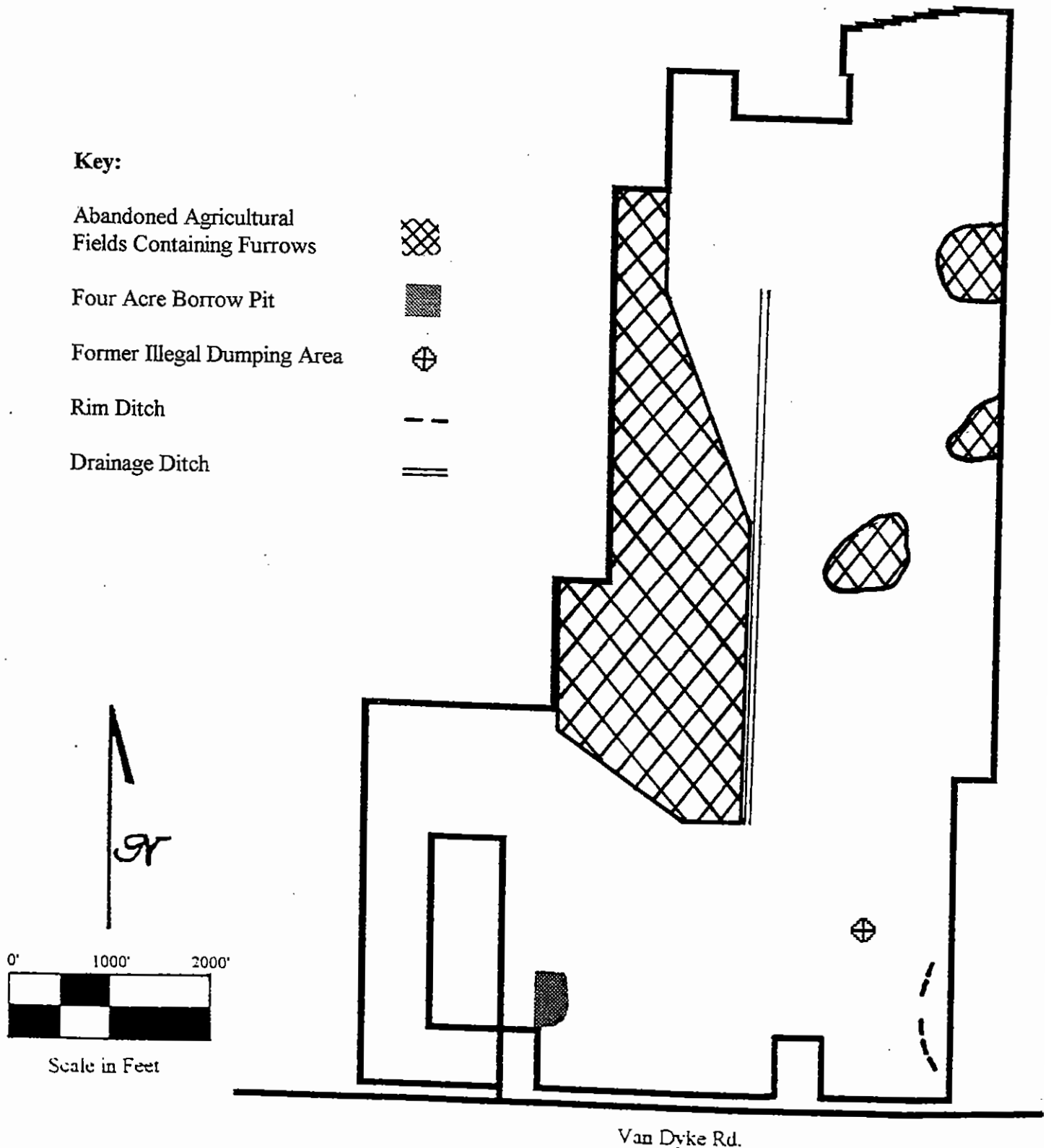


FIGURE 10

5. Illegal dumping was rampant on the site after the construction of Ramblewood Road in the 1980's. It was particularly bad in the oak scrub which is bisected by the road. The County has been removing the debris gradually with assistance from staff and volunteers. Further assistance from a grant, if obtained, will speed up the process. All surface debris is being hand carried to a dumpster or truck for removal, and larger items and/or buried items are being removed with a front end loader.

6. There are many existing unpaved roads on the site. Several of them traverse wetland areas, ecotones between wetland and uplands, and areas populated by listed plants such as the hooded pitcher plant. It is the intent of the County to reroute or eliminate roads which are impacting the environmentally sensitive areas described previously and let the roads revegetate naturally.

7. Damage from feral hogs (*Sus scrofa*) was noted during site survey work. Their rooting activities is considered a serious threat to the integrity of natural habitat as well as all areas populated by listed plants. Therefore, hogs will be removed in accordance with policies established by the SWFWMD.

15. VEGETATIVE MONITORING GUIDELINES FOR THE BCHP

Photographs will be taken annually, from each marker, in cardinal directions: north, east, south, and west. The annual photos will be taken in the summer, but additional photos may be taken at other times if prescribed burning or other events occur. See figure 11 for locations of photographic markers, and appendix F for the policy statement.

Station #1: Oak Scrub / Dumping Area - This photostation is located about 100 yards inside the first gate on the west side of Ramblewood Road. The area was used as an illegal dump site prior to acquisition. Several attempts have been made by HCPRD and volunteers to clean up the trash, but more trash remains. An application for a grant from the Environmental Protection Commission's Pollution Recovery Trust Fund has been requested to fund the cleanup and restoration planting within 1998. This area will be monitored to show the progress of the trash removal and the restoration of the oak hammock.

Station #2: Reverting Pasture - This photostation can be accessed through the second gate on the left side of Ramblewood, by crossing the ditch that connects the swamps and driving an additional ½ mile into the site. The marker is located just east of the intersecting roads in the middle of the field. This area will be monitored for the natural succession and restoration of the field back to pine flatwoods.

Station #3: Snag Field - This photostation can be accessed through the same gate as station #2. After crossing the ditch, bear a hard left at the first road that cuts through the field - cutting back southwest. The marker is located at the intersection of the main road with the snags and a less traveled loop road that surrounds the field. This area will be monitored for conversion back

*Hillsborough County Parks and Recreation
Resource Management Team
Brooker Creek Headwaters -
Photo Monitoring Stations*

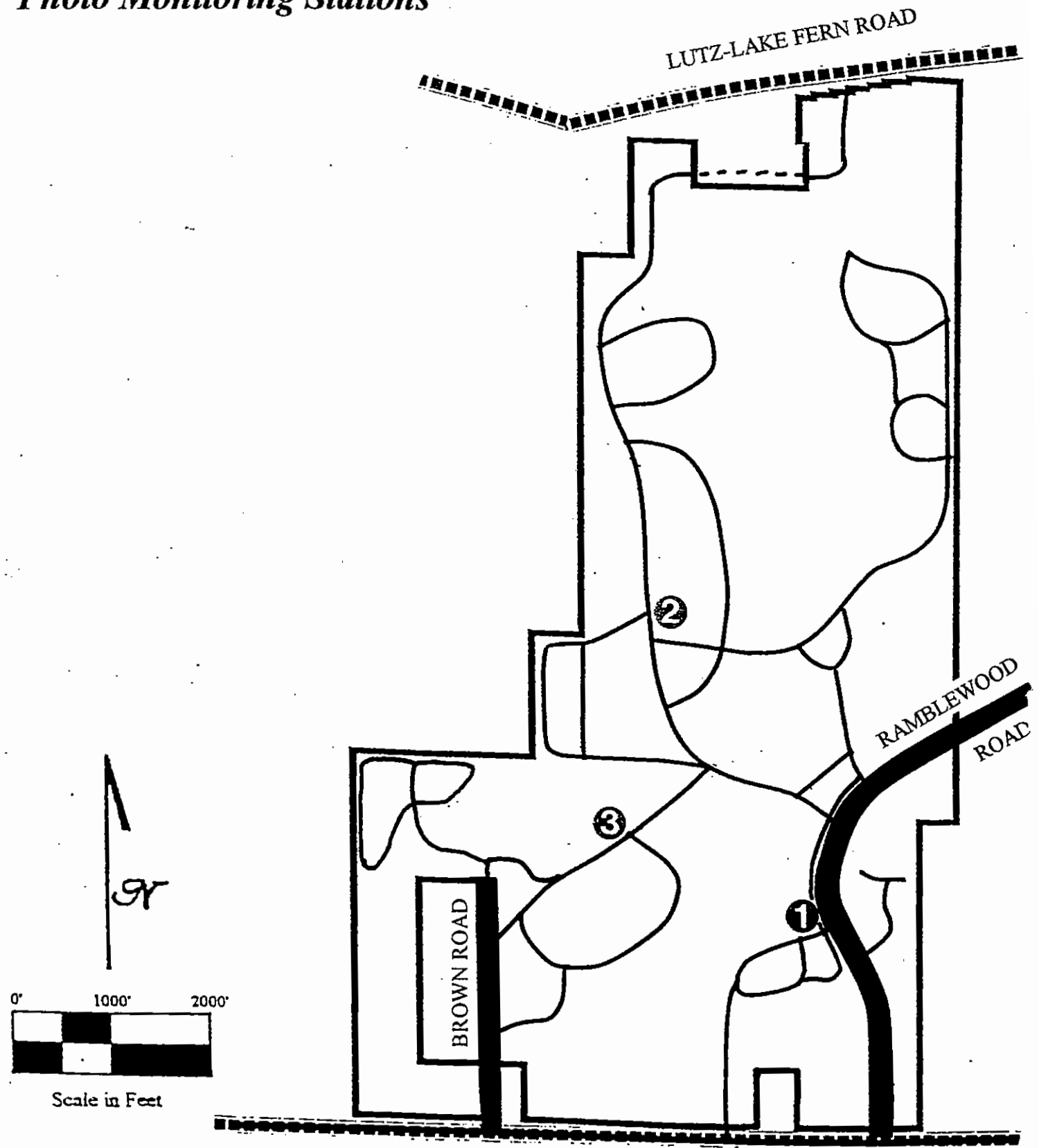


FIGURE 11

VAN DYKE ROAD

to pine flatwoods.

16. ADDITIONAL ACQUISITIONS

The District's project area is somewhat smaller than the County's, although all lands acquired or under negotiation to date in the area are included in both programs' boundaries. The County's approved site boundary includes the parcels adjacent to the eastern and northern shoreline of Mound Lake, as well as a 36 acre parcel at the northeast corner of the intersection of Gunn Hwy. and Van Dyke Road. Any future acquisitions in those areas will be funded by ELAPP only, unless the District revises its project boundaries.

The largest unacquired portion of the site lies on the north side of Lutz-Lake Fern Road, and consists of approximately 400 acres of land, the majority of which falls under two owners, Charles Moore and Raymond Agia. The District has attempted to negotiate a contract with the owners, however, this effort has been put on hold indefinitely due to the owners' perception of value, which is not consistent with the existing real estate market. The parcels in question consist predominantly of cypress swamp wetlands, with a buffer of improved pasture. Future development may cause wetland impacts, but the wetland habitat itself will be protected by existing regulations, and it is unlikely that significant upland resources are present. The presence of Lutz-Lake Fern Road lessens the ability of this area to function as an important addition to the existing preserved habitat area.

To the south of the road, along the eastern boundary of the existing preserve, is another fairly large unacquired area. This land lies within the Cheval development, a large, upscale residential country club community. The upland portions are currently under construction as single family residential, and the wetlands are designated as conservation areas. There is no longer an opportunity to add preserve lands in this area.

Along the southeastern boundary of the preserve is a narrow parcel of approximately 35 acres which belongs to the Zambito family. The existence of several private homes on the property makes acquisition as a preserve addition highly unlikely.

A small parcel of approximately 20 acres, owned by Mr. Ed Netscher, was included in the original project boundary. The District has entered into negotiations with Mr. Netscher to acquire this site, and the boundaries of the parcel have been expanded to include a total of over 60 acres, including several structures and a stretch of shoreline on Mound Lake.

One additional area of the existing project which would be highly desirable for acquisition is a 15 acre parcel lying on the south side of Lutz-Lake Fern Road, just west of the existing portion of the preserve with frontage on the road right of way. Acquisition would greatly improve access into the northern section of the preserve, especially during wet periods, when the middle sections of the site are virtually impassable. This property is owned by a Mr. Zistler.

17. FUNDING

Hillsborough County has a centralized management operation for all natural preserve lands in the County which have been acquired through the ELAP Program. With the exception of capital improvements, such as fencing, road construction, security residences, etc., site management expenses are not budgeted on a site specific basis. The program is funded to cover capital equipment, personnel, and operating expenses for the Resource Management team of the Parks and Recreation Department, which is the County agency primarily responsible for ELAPP site management.

The Resource Management team currently consists of the following personnel:

- 1 Section Manager
- 1 Environmental Supervisor/Team Leader
- 2 Environmental Scientist II
- 2 Environmental Specialist II (Restoration)
- 4 Environmental Specialist I
- 3 Environmental Technician I
- 4-6 Temporary Staff

The Resource Management team budget derives funds from several sources, but primarily from the revenue set aside for the ELAP Program by the voter approved referenda, which stipulated that 2% of all proceeds, whether Ad Valorem or Bond generated, could be available for site management. In addition, up to 3% of each site's purchase price could be used for site restoration. This amount does not generate sufficient funding to support the current management program. Additional funds for personnel are provided by Phosphate Severance Taxes, since some lands acquired to date have been mined for phosphate. General revenue funds are also supporting existing personnel. Additional funds for operation and capital have been secured by earmarking interest revenue from reimbursements received from agencies participating in joint acquisitions. This option is only available for projects which were originally acquired with Ad Valorem proceeds, since reimbursement funds for Bond funded acquisitions must be used to retire the Bonds.

Some additional funding for site restoration efforts has been secured through grants, and other agencies have entered into restoration partnerships for large scale habitat restoration projects. In the upcoming fiscal year, the County expects to receive funding assistance for exotic plant eradication from the SWFWMD Alafia River Basin Board, in the amount of \$50,000.00. The District has also been receptive to the County's request for management support in the form of in-kind services, although no formal proposals have been developed to date.

The proposed budget for ELAPP land management for the next two fiscal years is detailed below:

<u>Personnel</u>	<u>'98</u>	<u>'99</u>
<u>Permanent</u>	\$530,600.00	\$530,600.00
<u>Temporary</u>	\$45,000.00	\$45,000.00

<u>Operating</u>	\$172,633.00	\$172,633.00
<u>Capital Equipment</u>	\$16,000.00	\$35,000.00
<u>Capital Improvements</u>	\$270,000.00	\$200,000.00
<u>Total</u>	\$1,034,233.00	\$945,233.00

18. APPENDICES

Appendix A - References

- Burt, William Henry and Richard Philip Grossenheider. 1952. *A Field Guide to the Mammals*. Houghton Mifflin Company, Boston.
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- Florida Exotic Pest Plant Council. 1997. Florida Exotic Pest Plant Council's List of Florida's Most Invasive Species.
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Appendix B - Wording on nature preserve signs

POSTED
NATURE PRESERVE
ADMITTANCE AUTHORIZED
ONLY TO THOSE ON FOOT DURING
DAYLIGHT HOURS
ALL PLANTS & ANIMALS ARE
PROTECTED
DOGS MUST BE ON HAND-HELD LEASH
NO MOTORIZED VEHICLES; NO FIREARMS; NO
HUNTING OR HUNTING DEVICES; NO TRAPPING OR
TRAPPING DEVICES; NO DUMPING; NO DIGGING; NO
COLLECTING OF ANIMALS, PLANTS, OR ARTIFACTS.
FOR INFORMATION CONTACT:
HILLSBOROUGH COUNTY PARKS AND RECREATION DEPT.
1101 E. RIVERCOVE AVENUE
TAMPA, FLORIDA 33604
744-5610
TRESPASSERS WILL BE PROSECUTED
UNDER COUNTY ORDINANCE #97-14

Appendix C - County Ordinances

ORDINANCE NO. 87-1

AN ORDINANCE RELATED TO TAXES FOR ENVIRONMENTALLY SENSITIVE LANDS, BEACHES AND BEACH ACCESS, PARKS AND RECREATIONAL LANDS; DETERMINING TO LEVY, SUBJECT TO THE REFERENDUM HEREIN AUTHORIZED, HILLSBOROUGH COUNTY AD VALOREM TAXES NOT TO EXCEED 1/4 MILL FOR A PERIOD NOT TO EXCEED FOUR YEARS; PROVIDING FOR THE EXPENDITURE OF SAID AD VALOREM TAX REVENUES; PROVIDING FOR THE PLEDGE OF SAID REVENUES; PROVIDING FOR THE HOLDING OF A TAX REFERENDUM AND BALLOT QUESTION TO AUTHORIZE SAID LEVY ON MARCH 3, 1987; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the public interest to save those environmentally sensitive lands, beaches and beach access, parks and recreational lands located in Hillsborough County which are presently endangered; and

WHEREAS, the Board of County Commissioners of Hillsborough County has determined it to be in the best interest of the citizens of the County to develop a local program to save its environmentally sensitive lands, beaches and beach access, parks and recreational lands through local acquisitions or acquisitions in conjunction with State programs; and

WHEREAS, additional funds are necessary to acquire land within Hillsborough County for the above-referenced purposes; and

WHEREAS, it is the intent of the Hillsborough County Board of County Commissioners to implement and impose by this Ordinance, if approved by a majority vote of the qualified electors of the County voting in a March 3, 1987 referendum, the levy of an additional ad valorem tax not to exceed .25 mill (1/4 mill) for a period not to exceed four year.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

Section 1. Levy

Subject to the approval of a majority of those qualified electors of Hillsborough County voting in the referendum hereinafter provided for, there is hereby levied and imposed an ad valorem tax, not to exceed .25 mill (1/4 mill), for the purpose of acquiring, preserving and protecting endangered and environmentally sensitive lands, beaches and beach access, parks and recreational lands. All territory within the incorporated and

unincorporated areas of Hillsborough County, Florida, shall be embraced by the provisions of this Ordinance. The lands which are acquired under this Ordinance shall be held and maintained by the County in perpetuity for the people of Hillsborough County.

Section 2. Expenditures

The proceeds of the tax authorized in Section 1 of this Ordinance, as well as any interest or penalties thereon, shall be expended only to provide revenues for acquisition, preservation and protection of endangered and environmentally sensitive lands, beaches and beach access, parks and recreational lands as set forth in Section 1 of this Ordinance.

Section 3. Pledge

All of the proceeds derived by the tax hereby levied and imposed may, to the extent permitted by law, be pledged by the Board of County Commissioners to secure and liquidate bonds issued by the County for the purposes set forth in this Ordinance.

Section 4. Referendum

(a) The proposed Hillsborough County levy of ad valorem taxes shall be presented to the Hillsborough County electorate by placing the question of whether a .25 mill (1/4 mill) annual levy shall be authorized for a period not to exceed four (4) years at a referendum election held in conjunction with the March 3, 1987 City of Tampa municipal election.

(b) The question on the ballot shall be as follows: **AD VALOREM TAX TO FINANCE ACQUISITION, PRESERVATION AND PROTECTION OF ENDANGERED AND ENVIRONMENTALLY SENSITIVE LANDS.**

Shall the Hillsborough County, Florida, Board of County Commissioners be authorized to levy up to .25 mill (1/4 mill) ad valorem tax annually, for a period not to exceed four (4) years, pursuant to Hillsborough County Ordinance No. 87-1?

These fund are to be expended only for the purpose of acquiring, preserving and protecting endangered and environmentally sensitive lands, beaches and beach access, parks, and recreational lands.

YES _____ (For Approval)

NO _____ (For Rejection)

Section 5. Authorization

The Board of County Commissioners, officers, agents and employees of the County are hereby authorized and directed to do all acts and things which may be required of them in order to carry out the provisions of this ordinance.

Section 6. Severability.

It is declared to be the intent of the Board of County Commissioners of Hillsborough County, Florida, that if any section, subsection, sentence, clause or provision of this ordinance be held invalid, it shall in no way affect the validity of the remaining portions of this ordinance.

Section 7. Effective Date

(a) The levy of ad valorem tax proposed by this Ordinance shall become effective when and only if approved by a yes vote by a majority of those voting on the question posed at the March 3, 1987 referendum. If a majority of those voting do not vote yes to the question posed, the proposed levy shall not be authorized and shall be of no force and effect.

ORDINANCE NO. 90-19

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$100 MILLION DOLLARS, FOR THE PURPOSE OF ACQUIRING, PRESERVING, PROTECTING, MANAGING AND RESTORING ENVIRONMENTALLY SENSITIVE LANDS, BEACHES AND BEACH ACCESS, PARKS AND RECREATIONAL LANDS, SUBJECT TO APPROVAL AT THE REFERENDUM HEREIN AUTHORIZED; PROVIDING FOR THE LEVY OF AD VALOREM TAXES NOT TO EXCEED A QUARTER OF A MILL IN ANY ONE YEAR FOR A PERIOD NOT TO EXCEED 20 YEARS FROM THE FIRST LEVY TO RETIRE ANY SUCH BONDS ISSUED; PROVIDING FOR THE EXPENDITURE OF THE PROCEEDS FROM THE SALE OF SUCH BONDS; PROVIDING FOR THE CONVEYANCE OF ANY LANDS ACQUIRED TO OTHER PUBLIC AGENCIES UNDER

CERTAIN SPECIFIED CONDITIONS; PROVIDING FOR THE HOLDING OF A REFERENDUM ON SEPTEMBER 4, 1990, AND A BALLOT QUESTION TO BE SUBMITTED TO THE ELECTORATE TO AUTHORIZE THE ISSUANCE OF SUCH BONDS AND A TAX LEVY NOT TO EXCEED A QUARTER OF A MILL IN ANY ONE YEAR TO RETIRE SUCH BONDS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hillsborough County ordinance No. 87-1 provided for the levy of an ad valorem tax not to exceed .25 mill for a period not to exceed four years for the purpose of acquiring environmentally sensitive lands within Hillsborough County, and said ordinance was approved at a referendum by a majority vote of the electorate; and

WHEREAS, the Board of County Commissioners has determined that it would be in the best interest of the Citizens of the County to continue a program for the preservation of such environmentally sensitive lands, beaches and beach access, and parks and recreational lands through local acquisitions, or acquisitions in connection with State programs through other public agencies; and

WHEREAS, in order to continue such a program it is necessary to provide source of funds sufficient to make such acquisitions, and to provide for site management and restoration of lands acquired, and

WHEREAS, since the number of tracts of land which are worthy of preservation and their anticipated costs are in excess of any other available funding source, it is necessary that such funds be made available through the issuance of bonds for such purposes; and

WHEREAS, it is the intent of the Hillsborough County Board of County Commissioners to issue, if approved by a majority vote of the qualified electors of the County voting in a September 4, 1990 referendum, general obligation bonds in an aggregate principal amount not to exceed \$100 Million Dollars that would be retired by the levy of ad valorem tax not to exceed .25 mill in any one year for a period not to exceed 20 years from the first levy, to designate a portion of such funding for site restoration and management, and to permit the conveyance of such lands acquired to other public agencies for the purpose of preservation, provided that the proceeds from any such conveyance be used only to acquire additional land or to retire bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

SECTION 1. Authorization of Bonds

Subject to the approval of a majority of those qualified electors of Hillsborough County voting in the referendum hereinafter provided for, general obligation bonds of Hillsborough County are authorized to be issued in one or more series in an aggregate principal amount not to exceed One Hundred Million Dollars (\$100,000,000) to acquire, preserve, protect,

manage and restore environmentally sensitive lands, beaches, and beach access, and parks and recreational lands.

SECTION 2. Authorization of Millage

Such general obligation bonds shall be payable from ad valorem taxes levied on all taxable property in Hillsborough County at a rate not exceeding .25 mill in any one year for a period not to exceed 20 years from the first levy. Such bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law at the time of the sale of the bonds, the actual rate to be determined upon the sale of the bonds to the bidder whose bid produces the lowest net interest cost to the County.

SECTION 3. Expenditure of Bond Proceeds.

The proceeds received from the sale of such general obligation bonds shall be expended to acquire, preserve, protect, manage and restore environmentally sensitive lands, beaches and beach access, and parks and recreational lands. Expenditures for site management shall not exceed two percent (2%) of the bond proceeds or additional funding received from other public agencies. Site management includes site security, exotic plant control, maintenance of natural systems, and any activities incidental to such purposes. Expenditures for site restoration shall not exceed three percent (3%) of the purchase price of such site, and shall not be transferable to another site. Any funds designated for restoration but not expended shall be used for acquisition of additional lands or to retire bonds. Properties purchased through this ordinance may be used for recreational purposes provided that such uses will not disturb or degrade the environmental quality of the site.

SECTION 4. Conveyances of Lands Acquired to Other Public Agencies

Any property acquired pursuant to this ordinance may be conveyed, in whole or in part, to other public agencies for preservation or recreation purposes, provided that:

(a) Such conveyance is done pursuant to a written agreement between the County and the public agency which will provide that any use of the property by such agency or any other subsequent public agency owner must be consistent with preserving, protecting, managing or restoring the property, subject to the County having the right of first refusal if such other public agencies propose to dispose of such property.

(b) Any proceeds received by the County from such conveyance shall only be used for the purposes specified in Section 3. of this ordinance, or to retire any bonds issued pursuant to this ordinance. Any property acquired pursuant to this ordinance which is not conveyed to another public agency shall be held by Hillsborough County for the purposes specified in Section 3. of this Ordinance.

SECTION 5. Referendum and Ballot Question.

(a) An election of qualified electors residing in the County is hereby called to be held on September 4, 1990, to determine if the County shall issue General Obligation Bonds in an amount not to exceed \$100 million, principal amount, for the purpose of acquiring, preserving, protecting, managing and restoring environmentally sensitive lands, beaches and beach access, and parks and recreational lands. All qualified electors residing in the County shall be entitled and permitted to vote in such bond election. The places and hours of voting and the inspectors and clerks for the bond election shall be the same as for the primary election to be held in the County on the same date.

(b) The form of ballot shall be in substantially the following form:

ISSUANCE OF BONDS NOT TO EXCEED
\$100 MILLION FOR PURCHASE OF
ENVIRONMENTALLY SENSITIVE LAND

Shall Hillsborough County, Florida, issue not exceeding \$100 million of General Obligation Bonds bearing interest at not exceeding the maximum legal rate of the time of issuance, payable from a twenty year ad valorem tax at a rate not exceeding .25 mill per year, for the purpose of acquiring, preserving, protecting, managing, and restoring environmentally sensitive lands, as provided in Ordinance #90-19.

_____ For Bonds

_____ Against Bonds

SECTION 6. Severability.

If any section, sentence, clause, part or provision of this ordinance is held to be invalid by a county of competent jurisdiction, the remainder of this ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 7. Effective Date.

(a) This ordinance shall be effective upon receipt of official acknowledgment from the Department of State that said ordinance has been filed.

(b) The authority to issue general obligation bonds and to levy ad valorem taxes to retire such bonds as proposed in this ordinance shall become effective when, and only if, approved by a majority of those voting on the question posed at the September 4, 1990 referendum. If a majority of those voting on the question posed do not vote for bonds, the proposed bonds

and tax levy shall not be authorized, and this ordinance shall be of no force and effect.

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

I, RICHARD AKE, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida do hereby certify that the above and forgoing is a true and correct copy of an ordinance adopted by the Board at its regular meeting of June 20, 1990, as the same appears of record in Minute Book 169 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 25th day of June, 1990.

RICHARD AKE, CLERK

APPROVED BY COUNTY ATTORNEY

ORDINANCE NO. ~~90-31E~~

AN ORDINANCE AMENDING HILLSBOROUGH COUNTY ORDINANCE NO. 90-19, WHICH PROVIDED FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$100 MILLION DOLLARS, FOR THE PURPOSE OF ACQUIRING, PRESERVING, PROTECTING, MANAGING AND RESTORING ENVIRONMENTALLY SENSITIVE LANDS, BEACHES AND BEACH ACCESS, PARKS AND RECREATIONAL LANDS, SUBJECT TO APPROVAL AT A REFERENDUM THEREIN AUTHORIZED; PROVIDING FOR CHANGING THE REFERENDUM DATE FROM SEPTEMBER 4, 1990 TO OCTOBER 2, 1990; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Hillsborough County, Florida, duly enacted Hillsborough County Ordinance 90-19 on June 20, 1990; and

WHEREAS, that ordinance called for a referendum on September 4, 1990 on the question of whether Hillsborough County should issue general obligation bonds not to exceed \$100 million for the purpose of acquiring, preserving, protecting, managing and restoring environmentally sensitive lands, beaches and beach access, and parks and recreational lands; and

WHEREAS, due to a misunderstanding, the notice of such referendum election as required by law was not published within the time required; and WHEREAS, it is in keeping with the will of the people as made known to the Board of County Commissioners to

reschedule such referendum election to the earliest possible date; and

WHEREAS, substantial sums have been expended by various citizen groups in anticipation of this issue being presented to the electorate in an expeditious manner, and

WHEREAS the continuing development of Hillsborough County creates an urgency with respect to the preservation of our remaining environmentally sensitive lands; and

WHEREAS the ballot for the November general election is crowded and will not afford this issue the prominence which the Board of County Commissioners and the public intended it to have when it was originally scheduled for September 4, 1990; and

WHEREAS, the Board of County Commissioners of Hillsborough County, Florida, finds that it is in the best interest of the citizens of Hillsborough County to present this issue to the electorate at the next available election date, which is October 2, 1990; and

WHEREAS, a position on the October 2, 1990 primary election ballot is in keeping with the Board's intent and with the urgency of protecting environmentally sensitive lands; and

WHEREAS, in light of the foregoing, the Board has declared by a four-fifths vote of its membership that an emergency exists with regard to rescheduling a date for the referendum election, waiving the Notice requirements, and that the immediate enactment of this ordinance is necessary;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, THIS 28th DAY OF AUGUST, 1990:

SECTION 1. The fifth whereas clause of Hillsborough County Ordinance No. 90-19 is amended to read:

WHEREAS, it is the intent of the Hillsborough County Board of County Commissioners to issue, if approved by a majority vote of the qualified electors of the County voting in an ~~September 4~~ October 2, 1990 referendum, general obligation bonds in an aggregate principal amount not to exceed \$100 Million Dollars that would be retired by the levy of ad valorem taxes not to exceed .25 mill in any one year for a period not to exceed 20 years from the first levy, to designate a portion of such funding for site restoration and management, and to permit the conveyance of such lands acquired to other public agencies for the purpose of preservation, provided that the proceeds from any such conveyance be used only to acquire additional land or to retire bonds.

SECTION 2. Paragraphs 5 (a) and (b) of Hillsborough County Ordinance No. 90-19 are amended to read:

(a) An election of qualified electors residing in the County is hereby called to be held on ~~September 4~~ October 2, 1990, to determine if the County shall issue General Obligation Bonds in an amount not to exceed \$100 million, principal amount, for the purpose of acquiring, preserving, protecting, managing and restoring environmentally sensitive lands, beach and beach access, and parks and recreational lands. All qualified electors residing in the County shall be entitled and

permitted to vote in such bond election. The places and hours of voting and the inspectors and clerks for the bond election shall be the same as for the primary election to be held in the County on the same date.

(b) The form of ballot shall be in substantially the following form:

ISSUANCE OF BONDS NOT TO EXCEED \$100
MILLION FOR PURCHASE OF ENVIRONMENTALLY
SENSITIVE LAND

Shall Hillsborough County, Florida, issue not exceeding \$100 million of General Obligation Bonds bearing interest at not exceeding the maximum legal rate at the time of issuance, payable from a twenty year ad valorem tax at a rate not exceeding .25 mill per year, for the purpose of acquiring, preserving, protecting, managing, and restoring environmentally sensitive lands, beaches and beach access, parks and recreational lands, as provided in Ordinance #90-19, as amended.

_____ For Bonds
_____ Against Bonds

SECTION 3. Paragraph 7(b) of Hillsborough County Ordinance No. 90-10 is amended to read:

(b) The authority to issue general obligation bonds and to levy ad valorem taxes to retire such bonds as proposed in this ordinance shall become effective when, and only if, approved by a majority of those voting on the question posed at the October 2, 1990 referendum. If a majority of those voting on the question posed do no vote for bonds, the proposed bonds and tax levy shall not be authorized, and this ordinance shall be of no force and effect.

SECTION 4. If any section, sentence, clause, part or provision of this ordinance is held to be invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby but shall remain in full force and effect.

SECTION 5. This ordinance shall become effective when a copy has been accepted by the postal authorities of the Government of the United States for special delivery, by registered mail to the Department of State.

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

I, RICHARD AKE, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above

and foregoing is a true and correct copy of an ordinance adopted by the Board of County Commissioners of Hillsborough County, Florida, at its regular meeting of August 28, 1990, as the same appears of record in Minute Book 171 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 28th day of August, 1990.
RICHARD AKE, CLERK
APPROVED BY COUNTY ATTORNEY

ORDINANCE NO. 91-2

AN ORDINANCE AMENDING HILLSBOROUGH COUNTY ORDINANCE NUMBER 87-1, TO PROVIDE FOR THE ABILITY OF THE COUNTY TO CONVEY PROPERTY TO OTHER PUBLIC AGENCIES; PROVIDING FOR APPLICATION TO ALL PROPERTY ACQUIRED TO DATE OR TO BE ACQUIRED BY FUNDING PROVIDED BY ORDINANCE 87-1;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Hillsborough County, Florida, duly enacted Hillsborough County Ordinance 87-1 on January 7, 1987; that the Ordinance was approved by the voters by a referendum held on March 3, 1987; that the referendum was advisory and not required by Florida Law; and

WHEREAS, Ordinance 87-1 was enacted to provide funding for a local program to save its environmentally sensitive lands, beach and beach access, parks and recreational lands through local acquisitions or acquisitions in conjunction with state programs; and

WHEREAS, all lands acquired under Ordinance 87-1 are required to be held and maintained by the County in perpetuity for the people of Hillsborough County to assure that the property is not sold to a private entity for development at some future date; and

WHEREAS, state efforts such as the Conservation and Recreational Lands (CARL) Program, the Save Our Rivers Program, and the additional funding available through Preservation 2000 have been established with similar objectives as the County's preservation effort; that in order to participate with these programs it is necessary to convey the property to a public agency; that the state programs are not willing to hold title jointly; that bargain purchases by the state require conveyance; and WHEREAS, the voters of Hillsborough County overwhelmingly approved the referendum referenced in Hillsborough County Ordinance number 90-19 for the continuation of the program through the issuance of up to \$100 million in bonds; and WHEREAS, Ordinance 90-19 provides for the requirements for the conveyance of lands to public agencies; and

WHEREAS, in an effort to carry out the determination set forth in Ordinance 87-1 that the County acquire properties in conjunction with state programs, the Board of County Commissioners of Hillsborough County, Florida finds that it is in the best interest of the citizens of Hillsborough County to amend Ordinance 87-1 to correspond with the requirements of conveyance as stated in Ordinance 90-19.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA THIS 6TH DAY OF FEBRUARY, 1991:

Section 1 of Hillsborough County Ordinance No. 87-1 is amended to read: Subject to the approval of a majority of those qualified electors of Hillsborough County voting in the referendum hereinafter provided for, there is hereby levied and imposed an ad valorem tax, not to exceed .25 mill (1/4 mill) for the purpose of acquiring, preserving and protecting endangered and environmentally sensitive lands, beaches and beach access, parks and recreational lands. All territory within the incorporated and unincorporated areas of Hillsborough County shall be embraced by the provisions of this Ordinance. Any property acquired pursuant to this Ordinance may be conveyed, in whole or part, to other public agencies for preservation or recreation purposes, provided that:

(a) Such conveyance is done pursuant to a written agreement between the County and the public agency which will provide that any use of the property by such agency or any other subsequent public agency owner must be consistent with preserving, protecting, managing or restoring the property, subject to the County having the right of first refusal if such other public agency proposes to dispose of such property.

(b) Any proceeds received by the County from such conveyance shall be expended only to provide revenues for acquisition, preservation and protection of endangered and environmentally sensitive lands, beaches and beach access, and parks and recreation lands.

(c) Any property acquired pursuant to this Ordinance which is not conveyed to another public agency shall be held by Hillsborough County for the purposes specified in Section 1 (b) of this amendment.

SECTION 2. This amendment shall apply to all property acquired to date or to be acquired by funding provided by Ordinance 87-1.

SECTION 3. This Ordinance shall become effective upon approval.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I, RICHARD L. AKE, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true copy of the Ordinance adopted by the Board in its regular meeting of February 6, 1991 as the same appears of record in Minute Book 177 of the Public Records of Hillsborough County, Florida.

Witness my hand and official seal this 13th day of February, 1991.

RICHARD L. AKE
CLERK OF THE CIRCUIT COURT
APPROVED BY THE COUNTY ATTORNEY

Richard Ake
Clerk of the Circuit Court
Hillsborough County, Florida



Clerk to Board of
County Commissione.
County Center, 12th Floor
601 E. Kennedy Blvd.
P.O. Box 1110
Tampa, Florida 33601
Telephone 276-2029, ext. 6730

November 26, 1997

Norma J. Wise, Director
Hillsborough County Law Library
725 E. Kennedy Boulevard 1st Floor
Tampa, Florida 33602-5027

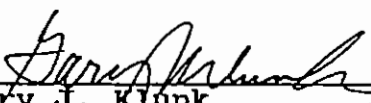
Re: Ordinance #97-14
Ordinance Relating to Repeal of Ordinance 78-8 - Providing
Definitions and Regulations within Hillsborough County Parks

Dear Ms. Wise:

Attached please find a copy of Hillsborough County Ordinance #97-14 which was adopted by the Board of County Commissioners on November 5, 1997. We are also forwarding acknowledgment received from the Secretary of State. This ordinance has an effective date of November 14, 1997.

If I can provide additional information or be of further assistance, please do not hesitate to contact me.

Sincerely,


Gary J. Klunk
Deputy Clerk, BOCC Records

GJK:SAB

Attachments

cc: Evelyn Jefferson, Municipal Code Corporation
Fred Carrington, Legal Advisor, Sheriff's Office
Bobbie Chaffee, State Attorney's Office
Barbara Hutcheson, County Attorney's Office
Helene Marks, Legal Counsel, Clerk of Circuit Court
Susan Johnson-Velez, Assistant County Attorney
Ed Radice, Director, Parks and Recreation

ORDINANCE NO. 97-14

AN ORDINANCE RELATED TO HILLSBOROUGH COUNTY PARKS; PROVIDING DEFINITIONS; REPEALING HILLSBOROUGH COUNTY ORDINANCE 78-8; PROVIDING FOR REGULATION OF VEHICLES WITHIN PARKS; PROVIDING FOR PRESERVATION OF PARK PROPERTY; PROVIDING FOR PROTECTION AND PRESERVATION OF PLANT AND WILDLIFE; PROVIDING FOR REGULATION OF RECREATIONAL ACTIVITIES; PROVIDING FOR REGULATION OF BOATING, FISHING, FIREARMS, PICNIC AREAS, HORSEBACK RIDING, AND ANIMALS; PROHIBITING TOY FIREARMS, FIREWORKS, AND EXPLOSIVES, AND POLLUTION OF WATERS; PROVIDING REGULATION OF REFUSE AND TRASH; PROVIDING OPERATING HOURS AND EXCEPTIONS; PROVIDING REGULATIONS OF MERCHANDISING, VENDING, PEDDLING, ADVERTISING, PUBLIC DEMONSTRATIONS, PUBLIC PERFORMANCES, CAMPING, AND SHOOTING AND ARCHERY RANGES; PROVIDING AUTHORITY OF SHERIFF DEPUTIES AND PARK OFFICIALS; PROVIDING PENALTIES; PROVIDING FOR LIBERAL CONSTRUCTION, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners, pursuant to Section 125.01, Florida Statutes, is authorized to provide parks, preserves, playgrounds and recreation areas and other recreational facilities for the welfare of its citizens; and

WHEREAS, the Board of County Commissioners adopted Ordinance 78-8 which governs the operation of Hillsborough County parks; and

WHEREAS, it is necessary to repeal Ordinance 78-8 to conform with federal and state law and to provide for more efficient and effective operations of Hillsborough County parks and recreation areas.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY FLORIDA:

SECTION 1. DEFINITIONS.

The following terms when used in this Ordinance shall have the meanings ascribed to them in this section.

(a) "Park" shall include "parkways", "recreational areas", "preserves", "natural areas", "marinas", and "other areas operated and maintained by the Hillsborough County Parks and Recreation Department" and shall mean parks, wayside parks, parkways, playgrounds, recreation fields, open green spaces, community centers, museums, auditoriums, ranges and buildings, lakes, streams, canals, lagoons, waterways, pools, water areas and beaches therein, and all public service facilities conducted on the grounds, water areas, buildings and structures in Hillsborough County which are under the control of or assigned for upkeep, maintenance or operation by the Parks and Recreation Department of Hillsborough County.

(b) "Park property" shall mean all areas, grounds, buildings, locations and facilities described in paragraph (a), above.

(c) "County" shall mean Hillsborough County, a political subdivision of the State of Florida.

(d) "Department" shall mean the Hillsborough County Parks and Recreation Department.

(e) "Director" shall mean the Director of the Hillsborough County Parks and Recreation Department.

(f) "Park official" shall mean the Department managers, their assistants, and any and all individuals employed by the Department.

(g) "Parking area" shall mean any part of any park road, drive, or area that is designated for the standing or stationing of any vehicles. .

(h) "Permit" shall mean a document or certificate provided by the Department granting permission for use of reserved park/facility areas and/or to conduct and/or take part in a specific activity at a specific location and which sets forth terms and conditions applicable thereto.

(i) "Person" shall mean any natural person, firm, association, joint venture, partnership, estate, trust, business trust, fiduciary, corporation, and all other groups and combinations.

(j) "Vehicle" shall mean any wheeled conveyance (except a baby carriage or wheelchair) for transportation of persons or materials whether: (1) powered or drawn by motor such as an automobile, truck, motorcycle, scooter, minibike, or recreational vehicle; (2) animal-drawn such as carriage, wagon, or cart; (3) any self-propelled vehicle such as a bicycle, tricycle, or skateboard; or (4) any trailer in tow of any size, kind or description. The term "vehicle" does not include any recreational or park transportation service operated or authorized by the Department.

(k) "Vessel" is synonymous with boat as referenced in s.1(b), Art VII of the State Constitution and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

SECTION 2. REPEAL.

Hillsborough County Ordinance 78-8 is hereby repealed in its entirety.

SECTION 3. REGULATION OF VEHICLES WITHIN PARKS.

All persons in or on parks or park property shall follow all applicable vehicle laws. All

applicable vehicle laws are enforceable within park property. The following additional regulations shall also apply:

(a) The speed limit in parks and park property is 15 m.p.h. or as otherwise posted.

(b) All law enforcement officers and such park personnel as are authorized and designated by the Director shall direct traffic whenever needed within park property in accordance with rules and regulations as may be set forth by the Department.

(c) The Director shall determine and all persons shall carefully observe and obey all traffic signs indicating speed, direction, caution, stopping or parking and all other signs posted for proper control and the safeguarding of life and property.

(d) Any person driving, operating, controlling or propelling any vehicle shall operate such vehicle only on designated paved or improved park roads or driveways, except when otherwise directed by any law enforcement officer or park official.

(e) No driver or operator of any vehicle shall obstruct traffic or park or stop on any road or driveway except at places designated for parking or stopping or in the event of any emergency beyond the control of the driver or operator. At designated places a vehicle may be stopped for no more than 15 minutes in order for the occupants to view scenic features.

(f) No person shall operate any truck, commercial vehicle or bus of any type on any restricted park road or property without prior authorization from the Department for the purpose of performing park maintenance or engaging in other authorized activities. Trucks and buses used solely to transport persons to any park or park property for recreational purposes shall be allowed to use park roads and parking areas for ingress and egress in the same manner as provided for conventional passenger vehicles.

(g) Any person who rides, drives, or propels any bicycle, tricycle, motorcycle, scooter or similar vehicle, whether motor propelled or self-propelled, shall do so only on roads designated

for vehicular traffic and/or other areas designated for the specific class of vehicle.

(h) Any person who parks a vehicle shall do so only in areas or facilities designated for that particular type of vehicle unless otherwise directed by any law enforcement officer, or park official, to park in other areas designated for parking. Any vehicle parked in an unauthorized area may be towed away at the owner's expense.

(i) The designated bicycle trails shall be used only by pedestrians and bicycles and other vehicles propelled by human power unless otherwise authorized by the Director. No person shall deviate from compliance with all applicable vehicle laws and regulations governing the operations of the above vehicles while on park property.

(j) No person shall tow another vehicle or wheeled device on park roads except when the towed vehicle is used in transporting authorized recreational vehicles, horse trailers, or small boats into designated areas, or when necessary to remove a disabled vehicle.

(k) No person shall operate any vehicles for hire in any parks, except those authorized by the Department and those legally authorized to carry passengers for hire or for fare.

(l) No person shall change any parts, repair, or grease any vehicle on any park roadway, parkway, driveway, parking lot or other park property unless authorized to do so by a park official.

(m) No driver of a vehicle using gasoline or any other explosive mixture as a source of power shall at any time fail to use a muffler or other sound deadening device.

SECTION 4. PRESERVATION OF PARK PROPERTY.

(a) No person shall willfully mark, deface, injure in any way, displace, remove or tamper with, any park buildings, bridges, tables, benches, fireplaces, railings, paving, water lines,

or other public utilities or parts or appurtenances thereof, park signs, notices, or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers or other structures or equipment, facilities or park property or appurtenances whatsoever, whether real or personal.

(b) No person shall damage or remove plants or plant materials, trees or parts thereof or any flowers or nuts or seeds whatsoever from any park property. Park officials may make such removals and the Director may issue specimen collecting permits to scientists, students of botany and other similarly situated individuals authorizing such removals.

(c) No person shall make any excavation by tool, equipment, blasting or other means.

(d) No person shall construct or erect any building or structure of whatever kind, whether permanent or temporary or run or string any public utility into, upon, across or over any park or recreation lands or affix any materials to any park property except with the prior written approval of the Director.

(e) No person shall build or attempt to build any fire or fires against or adjacent to any park building, structure, tree or plant, or any park property whatsoever, or against or on any property of others or in any area of any park except in areas specifically designated for fire building and in accordance with such regulations as are or may be specifically set forth by the Director. No person shall drop, throw, or otherwise deposit by any means, lighted matches, burning tobacco products or any other flammable material within any park area or any highway, road or street abutting or contiguous thereto.

(f) No person shall damage or remove any cultural, historical or archaeological artifacts from any park property.

SECTION 5. PROTECTION AND PRESERVATION OF PLANT AND WILDLIFE.

(a) Within any park, no person shall cut, carve, or injure the bark or break off limbs or branches, or pick the flowers or seeds of any tree, plant, or shrub, nor shall any person dig in or otherwise disturb grass areas or install any vegetation or in any other way injure or impair the natural beauty or usefulness of any area, nor shall any person pile debris or material of any kind on or about any tree or plant, or attach any rope, wire, or other contrivance thereto, whether temporary or permanent in character or use, without prior approval of the Director. No person shall tie or hitch any animal to any tree or plant within any park property.

(b) No person shall molest, harm, frighten, kill, net, trap, snare, hunt, chase, shoot, throw or propel any missiles by any means at any wildlife creature be it mammal, bird, amphibian, or reptile roaming free about a park or in captivity in any zoo cage. No person shall remove or possess the young of any wild animal or the nest or eggs of any reptile or bird.

(c) No person shall feed any zoo animals, birds or reptiles which are on restricted diets when posted signs or other notice prohibits such feeding.

(d) No person shall place, dump, abandon or leave any mammal, reptile, amphibian, fish or bird, either wild or domestic on the grounds of any zoo or park.

SECTION 6. RECREATIONAL ACTIVITIES IN PARK AREAS.

(a) No person, regardless of age, sex, or manner of dress, shall swim, or wade in any beach, water area or pool within any park except at places designated for such activities. Any person engaging in such activities shall comply with the rules established for these areas, including, but not limited to, hours of use and safety limitations for such uses.

(b) No person shall engage in recreational or other activities other than in areas designated for those activities. Swimming is prohibited in all park areas designated for boating. Boating is prohibited in all park areas designated for swimming.

(c) In areas designated for swimming and wading, all persons shall be so covered with clothing or a bathing suit so as to prevent any indecent exposure of the person. No person shall dress or undress on any park property except in bathing houses, or other structures as may be provided and maintained by the Department for that purpose. No person shall dress or undress in any vehicle, toilet, rest room, beach, or other park area, except as provided above.

(d) No person shall erect or cause to be erected any tent, shelter or structure on or in any beach, or water area in such a manner that requires guy wire, rope, extension, brace or support connected or fastened from any such tent, shelter or structure to any other structure, stake, rock or other object.

(e) No person shall enter or be in the water at any bathing or swimming area wearing, carrying, pushing, or towing any inflated inner tube, raft, rubber boat, or other similar device. Use of such devices shall be limited to certain areas which may, from time to time, be specifically designated for use of such devices by posted signs.

(f) Park officials shall regulate activities in picnic areas to prevent congestion and to secure the maximum use of park facilities for all. If any such facilities are crowded, persons holding picnics in such areas shall not occupy such facilities to the exclusion of others for an unreasonable time. The determination of unreasonable time shall be in the sole discretion of a park official. Use of individual fireplaces or other cooking areas together with adjacent tables and benches shall be on a first come, first served basis.

(g) No person shall conduct raffles, bingo games, card games for money, or hold drawings for prizes, or participate in any other forms of gambling on any park property. However, upon approval by the Director, charitable organizations may conduct raffles provided that participants are members and/or guests of the charitable organization and the raffle is otherwise conducted in compliance with all federal, state and local laws.

(h) No person shall conduct any activity or utilize any park or park area in a manner which will result in financial gain without prior approval of the Director.

(i) No person shall engage in any activity in any park or park area which is or may be dangerous to the health, safety and welfare of himself and/or others. No person shall engage in any activity in any park or park area which interferes with the use and enjoyment of the parks by others.

SECTION 7. BOATING.

In addition to the provisions set forth in Chapter 327, Florida Statutes, the following regulations shall apply to recreational water areas within parks:

(a) No person shall bring in to, launch or operate any vessel on any park property, watercourses, bays, lagoons, lakes, canals, rivers, ponds, or sloughs except at such places as are or may be designated by the Department for such use or purpose. Any person operating such vessels shall comply with Department boating regulations and all other federal, state and local laws related to boating.

SECTION 8. FISHING.

No person shall fish in park waters, either fresh or salt, by use of hook and line, seine, net, trap, spear, gig, or other device except at such places and in such areas as have been designated by the Department for such use.

SECTION 9. FIREARMS.

(a) No person, except law enforcement officers, shall carry, possess, or use firearms of any type, air rifles, pistols, spring guns, or any other form of weapon or trapping device which

is or may be on or in any park property except in areas designated for such uses or for events approved by the Department. Bows and arrows may be used at designated areas provided that such use is in compliance with rules and regulations established by the department and all applicable federal, state and local laws.

(b) No person shall hunt, trap or pursue any wildlife by any means or method except with prior written approval of the Director and in areas designated for such activities. Any such activities shall be in compliance with rules and regulations established by the Department and all applicable federal, state and local laws.

SECTION 10. PICNIC AREAS.

(a) No person shall picnic or cook in any park area not specifically designated for and regulated by the Department for such activities.

(b) No person shall build, light or cause to be lighted any fire upon the ground or other object in any park area except in an approved grill, stove, fireplace or other similar container. Any person who builds lights or causes to be lighted any fire as provided above, shall extinguish the fire before leaving the immediate area.

(c) No person shall use a grill, stove, fireplace or other similar device in such a manner as to burn, char, mar, blemish or otherwise damage any bench, table or other object of park property.

SECTION 11. HORSEBACK RIDING.

No person shall engage in horseback riding within any park property except in areas designated for such activities by clearly marked bridle paths, trails, and other necessary features. In areas designated for horseback riding, horses must be thoroughly broken, properly restrained

and prevented from grazing and straying unattended. All riders must carry proof of their horse's negative Coggins test.

SECTION 12. ANIMALS.

(a) Except in specified areas, domesticated animals are permitted within park property. All such animals must be restrained at all times at a distance not greater than six (6) feet in length from their handler. No such animals, except seeing eye dogs, shall be allowed on boardwalks or narrow passageways. All such animals shall wear up-to-date tags indicating that they have had rabies vaccinations.

(b) No person shall bring into any park property any non-domesticated animals including but not limited to, cattle, mules, swine, sheep, goats, fowl, or reptiles, except where in conjunction with projects sponsored by County Departments or upon permit from the Director.

(c) Dangerous dogs as defined in Chapter 767, Florida Statutes are prohibited from park property.

(d) In conjunction with projects sponsored by County Departments or upon permit from Director, animals may be allowed in designated areas of the parks at specified times without restraint.

SECTION 13. TOY FIREARMS, FIREWORKS, AND EXPLOSIVES.

(a) No person shall bring into, or have in his possession, or set off or otherwise cause to explode or discharge or burn, in any park area any firecrackers, torpedoes, rockets, toy firearms, cannons, or other fireworks or explosives of or containing flammable material or any substance, compound, mixture, or article which in conjunction with any other substance or compound, may explode, discharge or burn, unless he first obtains a written permit from the

director.

(b) Parents and/or guardians shall be held responsible and accountable for the actions of minors in regards to the prohibitions in the foregoing paragraph as provided by law.

SECTION 14. POLLUTION OF WATERS.

No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or any other body of water within park property, any substance, matter, or thing, liquid or solid, which would or may result in the pollution of said waters.

SECTION 15. REFUSE AND TRASH.

No person shall take into, dump, deposit, drop, or place any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, tobacco products, containers or foil, refuse or other trash upon any park property except in the receptacles provided for trash disposal; where receptacles are not provided, same shall be carried away from park property by the person or persons responsible for its presence and properly disposed of elsewhere. Park refuse and trash receptacles shall only be used by those persons using the park area for recreational and park activity.

SECTION 16. OPERATING HOURS, EXCEPTIONS, ACTIVITY.

(a) No person shall be or remain in any part of any park which is fenced in or provided with gates between the closing of the gates at night and their re-opening on the following day. No person shall be or remain in any park not fenced in or provided with gates, between sunset and sunrise of the following day, except in areas designated as twenty-four (24)

hour launching areas, or unless lighting is provided for a specific activity after sunset whereby such persons and vehicles may pass through such parks, without stopping, on the most direct walk or driveway leading from their point of entrance to the exit nearest to their point of destination. The provisions of this Section shall not apply to law enforcement officers or employees of the Department while in the discharge of their duties nor to persons having a written permit issued by the Department allowing them to be or remain in any part of any park between such times. The Director may establish exceptions to the operating hours as set forth above for certain uses and when it is otherwise in the interest of the public health, safety or welfare. Any such exceptions shall be posted at the park entrance and obeyed accordingly.

(b) No person shall park or permit to remain parked any vehicle on any driveway, parkway, parking area or other park property between sunset and sunrise on the following day or as otherwise posted, except for areas designated as twenty-four (24) hour launching areas.

SECTION 17. UNFINISHED OR WITHHELD PARKS.

No person, except as authorized by the Department, shall enter upon any part of any park which is in an unfinished condition or under construction or withheld from general public usage in the interest of public safety, health and/or welfare.

SECTION 18. MERCHANDISING, VENDING, PEDDLING, ETC.

No person, other than the Department or regularly licensed concessionaires acting by and under the authority of the County, shall expose or offer for sale, rent or trade, any article or thing, or station, or place any stand, cart, or vehicle, for the transportation, sale or display of any article or merchandise within the limits of any park or recreation area.

SECTION 19. ADVERTISING, PUBLICITY AND SIGNS.

(a) No person shall advertise or obtain publicity through any means whatsoever within or upon any park property.

(b) No person shall park or station on any park property any vehicle displaying a sign or notice with the intent of offering said vehicle for sale or exchange.

(c) No person shall distribute, display, or affix any printed materials or advertisements to or within any park property. Exceptions to this provision are printed materials or advertisements permanently affixed on vehicles or on clothing; distribution of printed handbills or leaflets, the purpose of which is not solely commercial; announcements of park sponsored or sanctioned events; authorized signs located entirely within concession structures, and signs and distribution of printed materials in conjunction with a permitted use of reserved park/facility area.

SECTION 20. PUBLIC DEMONSTRATIONS, GATHERINGS, PERFORMANCES,
SPEECHES, ETC.

(a) Any band, procession, military company, or any company or group with flags, banners, or transparencies, may be allowed upon any park or parkway or within any park, subject to reasonable regulations of time, place and manner of such activities as established by the Director.

(b) No entertainment or exhibition shall be given in any park or recreation area except entertainment given under the direction and authority of the Department.

(c) Any public meeting of any kind or any public speeches by any person, representatives of any political party, social club or society, political aspirant, religious sect, theatrical or circus group, act, rite or ceremony, or other public exhibition may be held in any

park, parkway, playground or other recreational area, subject to reasonable regulations of time, place and manner of such gatherings as established by the Director.

SECTION 21. ALCOHOLIC BEVERAGES

(a) The sale, consumption, and possession of alcoholic beverages as defined in Section 561.01(4), Florida Statutes, is hereby prohibited.

SECTION 22. PROPER USE OF FACILITIES.

No person shall loiter in or around any park department rest room, dressing room, or bath house nor shall any person engage in any lewd and lascivious behavior as defined in Chapters 798 and 800, Florida Statutes (1995) or any amended or successor Statute.

SECTION 23. AUTHORITY OF SHERIFF DEPUTIES AND PARK OFFICIALS.

(a) It shall be the duty and responsibility of Sheriff Officers, Special Deputies, and Park Officials to enforce all provisions of permits issued by the Department.

(b) It shall be unlawful for any person to do any act forbidden or fail to perform any act required by any permit issued by the Department in furtherance of the mandates and provisions of this Ordinance.

(c) Besides the rules and regulations as set out in this Ordinance, park officials shall have the authority to establish further rules and regulations for regulation of park use pursuant to the preservation of health, safety, and/or welfare of the public in furtherance of the mandates and provisions of this Ordinance.

(d) Any violation of the provisions of this Ordinance, or any violation of any rules and regulations set forth by the Department pursuant to this Ordinance, shall authorize any park

official to remove the violator from the park area; said removal shall be effectuated by the park official requesting the violator to remove himself from the park area. Failure of any person violating the provisions of this Ordinance and/or the rules of the Department, to remove himself from the park area after direction and request has been made by a park official, shall constitute a trespass.

SECTION 24. CAMPING.

No person shall camp within any park property except in areas designated by the Department for such purpose. The Department may establish rules and regulations for designated camping areas within park property.

Camping in permanent cabins constructed by the Department or in privately owned trailer units or tents erected under Department permit and use by groups of persons under adequate supervision are the only types of overnight camping that shall be allowed in the parks; the bringing into a park and using for overnight occupancy any house trailer, camp trailer, camp wagon, or any other form of movable structure or special vehicle, except in areas designated for that purpose by the Department, is prohibited.

SECTION 25. SHOOTING AND ARCHERY RANGES.

All persons using any park range facilities including shooting and archery ranges shall abide by the Department's regulations governing range activities; copies of which regulations shall be furnished at each such range.

SECTION 26. PENALTIES.

Any person who violates this Ordinance shall be prosecuted in the name of the State in

the same manner as misdemeanors are prosecuted and, upon conviction, shall be subject to a fine not to exceed \$500 or by imprisonment in the County Jail not to exceed 60 days or by both such fine and imprisonment.

SECTION 27. LIBERAL CONSTRUCTION.

This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of Hillsborough County, Florida. The provisions of this Ordinance shall supersede any existing provisions of the Code of Laws and Ordinances of Hillsborough County, Florida, which conflict with any provisions as set forth herein.

SECTION 28. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by any Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 29. EFFECTIVE DATE.

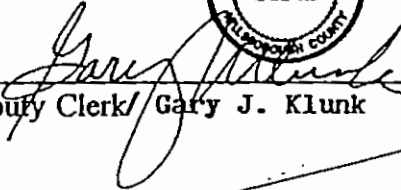
This Ordinance shall take effect upon filing of this Ordinance with the Secretary of State,
State of Florida.

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

I, RICHARD AKE, Clerk of the Circuit Court and Ex Officio Clerk of the Board of
County Commissioners of Hillsborough County, Florida, do hereby certify that the above and
foregoing is a true and correct copy of an Ordinance adopted by the Board at its meeting of
November 5, 1997, as the same appears of record in Minute Book
258, of the Public Records of Hillsborough County, Florida.

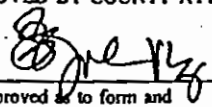
WITNESS my hand and official seal this 12th day of November, 1997.

RICHARD AKE, CLERK OF CIRCUIT COURT

BY: 
Deputy Clerk/ Gary J. Klunk



APPROVED BY COUNTY ATTORNEY

By: 
Approved as to form and
legal sufficiency

Appendix D - Prescribed burn policy statements

Hillsborough County Parks and Recreation Department, Resource Management team

Background

The Hillsborough County Parks and Recreation Department (HCPRD) routinely uses prescribed fire to manage county-owned natural preserve lands. Prescribed fire is beneficial for purposes of wildlife management, disease control, hazardous fuel reduction, habitat restoration, access improvement, aesthetics, and site preparation. Management of natural preserves is required by the Hillsborough County comprehensive plan, as well as through interlocal agreements with state agencies such as the Southwest Florida Water Management District (SWFWMD), the Conservation and Recreational Lands Program (CARL) and the Florida Communities Trust (FCT). The Environmental Protection Commission of Hillsborough County (EPCHC) endorsed the use of prescribed fire as a critical resource management tool in August of 1994 (Appendix A).

Burn plans

In accordance with Florida Statute 590.026, a prescribed burn plan must be written prior to every burn that is conducted on county-owned land. This plan includes ecological objectives for the burn, specific weather conditions which are necessary to conduct the burn safely, as well as a plan to protect surrounding sensitive areas such as residences and roads which may be impacted by smoke.

Burn Unit Identification

Each nature preserve has a master burn map in which each burn unit is numbered.

Consequences of not burning

When fire is excluded from natural areas, they become overgrown with vegetation. Gopher tortoises, which are a key component of upland habitats in Florida, leave the site to forage for food and are often killed by vehicles when they cross roads. Other animals which depend on the use of gopher tortoise burrows also leave the site and are killed in the same manner. Many species of native wildlife will be negatively impacted if periodic burning does not take place. The sites become susceptible to intense wildfires, which can cause damage to facilities on the site as well as to private property. Air quality concerns such as smoke impacts on roadways are more serious when wildfires occur than with periodic prescribed burning. The chances of wildlife being killed in a wildfire are much greater than during a prescribed burn.

Without periodic fires regeneration of trees such as longleaf pine, whose seeds require bare mineral soil to germinate, decreases. Grasses and wildflowers stop blooming and producing seeds, then disappear. Shrubs such as saw palmetto stop blooming and bearing fruit. Insect and disease damage to plants increases. Diverse ecosystems such as pine flatwoods succeed into hardwood hammocks, which replace grasses and herbaceous plants with hardwood trees and woody shrubs. Low intensity, rejuvenating fires can no longer occur without groundcovers such as grasses and wildflowers. The resulting habitat does not support as large a number of wildlife species as a mosaic of habitat types would.

Debriefing

The prescribed burn manager has the option of conducting a post burn debriefing with staff who worked on the burn. The debriefing must be done at the conclusion of the burn, preferably at the site with all individuals who participated in the burn. If it cannot be done at that time, it is done at the first opportunity after completion of the burn.

Public Education

Staff is available on a request basis to give programs to educate the public about the need for prescribed fire. Neighborhood meetings are conducted well in advance of planned burning in areas surrounded by development. In addition, literature is distributed before and during prescribed burns which take place in residential areas, and during events such as Earth Day.

HCPRD personnel are active members of the Central Florida Prescribed Fire Council (CFPFC). A primary objective of this council is to increase the public's understanding of the role of fire management.

News media are encouraged to observe prescribed burns in order to keep the public informed of the importance of fire management. Media access to burns must be guided by staff to ensure personnel safety.

Equipment

Equipment to be used on a prescribed burn is inventoried the day before the burn to ensure that it is in working condition. This includes brush trucks, hand tools, and Indian pumps. All fuel canisters are filled and ready for service.

Firelanes

Firelanes are constructed only when natural or manmade barriers are not present. Their construction is done with the objective of minimizing disturbance to the soil and natural plant community, and to prevent the fire from escaping. A preconstruction inspection is always done to ensure that the proposed construction areas do not contain wildlife habitat such as gopher tortoise burrows, or plants such as the endangered Florida golden aster. In addition, firelanes are never constructed through wetlands, and large trees are preserved. HCPRD staff uses a tractor, disk, and rotovator to construct firelanes, and employs the use of firefoam in environmentally sensitive areas to minimize firelane construction. Firelanes constructed with a tractor plow by the Florida Division of Forestry (FDOF) during a burn may need to be recontoured at a later date. Any areas with constructed firelanes which have the potential to impact wetlands with erosion will be separated from the wetlands by the use of haybales, siltscreens, or other approved erosion control devices.

Firing Techniques

Firing techniques are selected which generate the least amount of smoke when smoke sensitive areas are nearby and which give wildlife the maximum potential to escape from the fire. Ring fires, which could trap an animal inside a circle of fire, are never used. Only portions of preserves are

burned in a single season using a mosaic pattern, leaving an abundance of wildlife habitat with food and cover.

Mop up

Areas which are still burning at the end of a prescribed burn are evaluated for potential smoke impacts to the surrounding community. Staff employs the use of hand tools and water to extinguish open flames and smoldering fuels. Tree snags are left for wildlife habitat unless they pose a hazard to human safety, in which case they will be removed. Staff is required to check the prescribed burn site after noon the following day to verify that the fire has not rekindled and that residual smoke is not creating a problem. If problems are identified, mop up continues until staff is satisfied that all problems are resolved.

Notification

Staff contacts the FDOF to request a prescribed burn authorization on the morning of the burn, prior to leaving for the site. This is followed by calls to the EPCHC and the Hillsborough County Fire Department. Next, E-mail notification is sent to the Deputy County Administrator, the Parks Department director, the Resource Development section manager and the media contacts for both the HCPRD and Hillsborough County. The E-mail notification is then printed and faxed to the Resource Development section manager.

Neighbors or groups adjacent to a prescribed burn unit are notified via pamphlets, meetings, telephone calls, or press releases prior to the burn. Neighbors and those who could be affected by the burn may contact the Parks and Recreation Department to be placed on an advanced notification list. Signs are placed on a site during the burn to notify motorists or pedestrians of the burn. Staff inspects the area to be burned prior to igniting the fire to ensure that no one is within the area to be burned.

Post-burn monitoring and evaluation

Staff conducts post-burn monitoring of prescribed burn sites for up to a year after the burn for the purpose of determining the success of the burn's objectives. Documentation is through the use of photography and written notes, which are filed along with the burn plan.

Radio protocol

The main means of communication during prescribed burns is through conversation over the radio. All staff members carry a radio. Staff follows established procedures for radio use (Appendix B).

Safety

Staff members must wear a nomex fire suit over all cotton clothing, a helmet, leather gloves, and leather shoes in order to work on a prescribed burn. These items can only be removed during breaks, and at the end of the burn as determined by the person in charge of the burn. After attendance at basic prescribed fire training, each staff member is issued a fire shelter and required to wear it at all times during the burn.

Staff members are encouraged to drink adequate amounts of water. They are also required to take

frequent breaks, work in pairs whenever possible and watch for signs of heat stress or fatigue.

Statistics

Staff keeps documentation concerning the acreage burned by year, dates of the burns, and where the burns were conducted. These statistics are submitted annually to the CFPFC and kept on file.

Technical Assistance

Staff coordinates with the FDOF, SWFWMD, The Nature Conservancy (TNC), the Florida Game and Freshwater Fish Commission (FGFWFC), the National Audubon Society (NAS), and others to gain technical knowledge and advice about prescribed burns. FDOF conducted its Basic Prescribed Fire training course at Upper Tampa Bay Park for several years with assistance from the HCPRD.

Time of year when burns occur

Factors which influence selection of the time of year to burn include weather conditions, wildlife benefits, fuel conditions, preservation of large trees, and time of the last fire. Some flora and fauna responses to dormant season burns may justify a variable season strategy. For example, winter burns may kill reptiles and amphibians, which are less active during cold weather (Robbins and Myers, 1989). Also, eggs or hatchling birds could be killed during the nesting season, which varies widely depending on the species. Many species of birds, such as quail and mourning doves, have the ability to renest if the eggs or nestlings are lost. Winter burns may encourage growth of woody plants, while some grasses only produce seeds when burned during the growing season. Areas of heavy fuel buildup should be burned in the dormant season or as soon as appropriate weather conditions occur.

There is a growing body of scientific literature which documents the benefits of burns done during the growing season, i.e., when natural wildfires most frequently occur. This position is heavily advocated by TNC, SWFWMD and FDOF. HCPRD policy is to conduct prescribed burns throughout the entire year, with an emphasis on the growing season.

Training

As soon as feasible, all permanent staff members who work on prescribed burns must at a minimum attend the training course on Basic Prescribed fire (organized through Hillsborough Community College and FDOF) and obtain a prescribed burn certification. Additional training may be required by the supervisor. Staff attends the meetings of the CFPFC to get the latest information and support, as well as annual conferences given by organizations such as the Florida Native Plant Society and the Society for Ecological Restoration, which cover issues concerning prescribed fire. Staff also maintains a literature file of scientific articles about fire and other management issues.

Visitors

Visitors may be permitted to watch prescribed burns from a safe distance. Entry into the burn unit while or immediately after a prescribed burn is in progress is discouraged. However, should there be a need for visitation, such as for the benefit of the media, visitors can be allowed entry with the accompaniment of a staff member. Visitors are required to wear protective burn equipment at the

discretion of the burn boss.

Volunteers

Requests from the public to volunteer during prescribed burns are common. Due to the specialized knowledge needed for prescribed burning, as well as safety of the volunteer, the Resource Management team requires that any prospective volunteers be approved by the environmental supervisor. For training purposes, volunteers must attend the FDOF Basic Prescribed Fire training course prior to volunteering on a burn. As with all county volunteer positions, Volunteer in Public Service (VIPS) forms must be completed prior to participation.

Wildfires

Wildfires on preserve lands are normally extinguished as soon as possible after discovery. Any reported wildfires which are determined to be burning according to an existing set of prescribed burn objectives may, with appropriate permission from regulatory agencies, be allowed to continue burning. This is a special situation which requires on-site monitoring by staff, with assistance from FDOF as needed.

Incendiary or arson fires are reported to the FDOF immediately and an investigation may be requested. Staff and public visitation to the arson site is temporarily suspended until the investigation is completed in order to preserve evidence. The Resource Management supervisor can be contacted by telephone or pager 24 hours a day.

Wildlife Management objectives

HCPRD policy for natural preserve lands is to increase native wildlife populations wherever feasible, with emphasis on the recovery of listed species (endangered, threatened, and species of special concern). Much of this is accomplished through the use of prescribed fire. Listed species which are managed for include gopher tortoise, Sherman's fox squirrel, the Florida golden aster, and Florida scrub-jay. All of these species are declining in number because of loss of habitat and because the remaining habitat has not been managed through the use of prescribed fire. Many other associated plant and animal species that depend on these keystone species also benefit from fire management.

References:

Myers, Ronald L. and John J. Ewel. 1990. *Ecosystems of Florida*. University of Central Florida Press, Orlando.

Robbins, Louise E. and Ronald L. Myers. 1989. *Seasonal Effects of Prescribed Burning in Florida: A Review*. The Nature Conservancy Fire Management and Research Program, Tallahassee.

Appendices A & B

A - EPCHC resolution supporting prescribed burning as a resource management tool

B - Resource Management Radio Procedures

Effective date: July 24, 1997

Appendix E - SWFWMD's gopher tortoise relocation policy

BOARD POLICY - SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

TITLE: Translocation of Gopher Tortoises to District-Owned Lands

SECTION/DEPARTMENT: Land Resources Department

EFFECTIVE DATE: 07/28/93

NUMBER: 610-8

SUPERSEDES: N/A

Administration/Review.

1. The District reserves the right to deny any request for tortoise translocation to District-owned lands if, at the discretion of the Land Use Task Force, the proposed translocation will not serve to enhance the overall biological diversity and environmental integrity of these lands, or if it will hinder future habitat restoration projects. Generally, a proposal to translocate must demonstrate that there is a potential public benefit to the project, and that the potential for benefit exceeds the potential for adverse impacts to indigenous tortoise populations.
2. All requests for permission to translocate gopher tortoises to District-owned lands shall be submitted to the Land Resources Department, which will coordinate a joint review by the Land Resources Department, the Planning Department, and the Resource Projects Department. The sponsor of the request must identify a suitable receiving site. The proposed receiving site must be identified through appropriate surveys as described in this policy. The applicant shall also submit a 5-year monitoring plan that is designed to measure the success of the proposed translocation project.
3. All on-site activities associated with a tortoise translocation proposal or project must be coordinated with the Land Resources Department. Day use permits will be required for vehicular access to District-owned lands and the Land Resources Department may, at its discretion, require that District staff be present during any survey, monitoring or tortoise release activities.
4. The District's Land Use Task Force will make the final determination regarding permissibility of proposed translocation projects, approval of which shall be contingent upon issuance of a translocation permit by the Florida Game and Fresh Water Fish Commission (FGFWFC). Translocation to lands within a designated Wildlife Management Area requires concurrence of the FGFWFC Executive Director.
5. A performance bond of \$2000 must be submitted by the sponsor of a permitted translocation project prior to initiating translocation. The bond will be terminated upon successful completion of all post-translocation monitoring requirements. Alternately, the sponsor may submit an irrevocable letter of credit. This requirement may be waived to accommodate volunteer or not-for-profit projects, as determined on a case-by-case basis.
6. Permitted translocations must be completed within a 60-day time interval approved by the District. The specified time interval should not overlap with periods of seasonal dormancy or

inactivity among gopher tortoises.

Criteria Governing Restocking/Reintroductions

1. The vegetation, canopy coverage, soils, water table and overall habitat suitability of the proposed receiving site must be demonstrated to be suitable for the support of gopher tortoises.
2. The proposed receiving site must provide at least 50 acres of suitable habitat. The site should be configured such that it provides a discrete habitat unit, bounded wholly or largely by natural barriers that discourage, impede or inhibit unrestricted movement by tortoises, in order to limit initial contact and competition with surrounding, indigenous tortoise populations.
3. The population density of a proposed receiving site must be below 0.4 tortoises per acre, as determined by the requisite site surveys described in this policy. Restocking or reintroduction rates must not result in a final, post-translocation population density that exceeds 1 tortoise per acre in flatwood and/or scrub sites, or 2 tortoises per acre in sandhill, pasture and/or old field sites with sufficient grassy cover to support higher densities of tortoises. Generally, donor populations consisting of 20 or more individuals should be reserved for reintroductions to unoccupied sites.
4. Tortoises may not be translocated to a receiving site that is separated from the donor site by a latitudinal distance exceeding 50 miles.
5. The applicant shall provide documentation that each tortoise to be released onto District-owned lands has been screened for exposure to Upper Respiratory Tract Disease (URTD). Screening must consist of a serological assay or other recognized procedure that is effective in detecting exposure to URTD. Any population in which URTD-positive tortoises have been detected will be considered unsuitable for release onto District-owned lands.
6. Starter burrows will be created at receiving sites where the number of inactive or abandoned burrows is insufficient to accommodate the translocated animals.
7. Whenever, possible, commensal burrow species should also be translocated from the donor site. Additional permits may be required from the FGFWFC and/or the United States Fish and Wildlife Service before translocations of certain commensal species may be conducted.
8. Translocated tortoises must be individually marked with notches or other appropriate distinguishing features prior to release at the receiving site so that the fate of translocated individuals may be tracked. The size, weight and sex of each translocated tortoise must also be recorded prior to release and these data shall be included in the initial post-translocation monitoring report submitted to the Land Resources Department.

Pre-Translocation Survey Requirements

1. The sponsor of the translocation project must provide survey data and maps which demonstrate

that the proposed receiving site satisfies the site selection criteria enumerated above. Maps delineating potentially suitable gopher tortoise habitat are available from the District.

2. Survey methods employed to determine the resident population density of the proposed receiving site must be statistically defensible to a confidence level of 95 percent. Generally, at least 15 percent of the total land area of the proposed receiving site must be encompassed within the area surveyed to obtain an accurate estimate of population density.

Monitoring Requirements

1. The sponsor of a permitted translocation project will be responsible for monitoring the status of translocated tortoises and documenting the success of the project. The initial post-translocation monitoring survey must be conducted within 30 days of the end of the stipulated 60-day translocation period. Subsequent surveys will be conducted annually for 5 years thereafter.

2. Post-translocation burrow surveys conducted to estimate burrow density must employ the same methodology used in the pre-translocation survey of the receiving site.

3. The results of each post-translocation survey must be summarized in a report submitted to the Land Resources Department within 30 days of completing the survey.

4. Every effort should be made to incorporate data regarding the status of indigenous tortoises into pre-translocation and post-translocation survey reports. These data should include information on size/age class distribution of resident tortoises and other pertinent demographic or morphometric data which may permit analysis of impacts to the indigenous individuals. Data regarding size may consist of estimates based upon burrow apertures but should consist of actual size and weight measurements whenever possible.

Appendix F - HCPRD nature preserve monitoring policy

HCPRD monitors nature preserves on a routine basis, specifically to determine the success of its primary objective to increase populations of listed species, and the continued protection of plant communities and non-listed wildlife.

Resource management monitoring issues currently implemented by HCPRD include prescribed burning, invasive exotic plant control, plant community composition, plant community restoration and listed species recovery.

HCPRD monitors plant community composition through the use of marked photostations. These stations consist of metal markers which are placed in areas of the preserve where monitoring is desired. Areas in plant communities selected for monitoring are those which will be subjected to change over a period of time. Photographs are taken facing all four cardinal points, usually once or twice each year. The photographs are identified on the reverse side, filed in photo sleeves, and placed in the file with other information about the site.

Appendix G - SWFWMD's Terrestrial Exotic control policy

PROCEDURE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

TITLE: Control of Terrestrial Exotics on District-Owned Lands (Flora and Fauna)

SECTION/DEPARTMENT: Land Resources

EFFECTIVE DATE: 5/24/95

SUPERSEDES 61-9, dated 1/26/94

The invasion of native plant communities and ecosystems by exotic, non-native species of plant life and wildlife is widely recognized as one of the primary threats to the environmental integrity of Florida's remaining natural areas. Non-native species, functioning in an environment that is free of the population controls typically imposed by their natural predators and pathogens, can often displace native species, disrupt normal ecosystem processes, destabilize community structure and greatly diminish the ability of natural areas to provide suitable habitat for native species. Recognition of the potential for destructive alteration and degradation of natural Florida systems through uncontrolled invasion by exotic species served as the basis for establishment of the District's ongoing program to control aquatic pest plants. Terrestrial communities are subject to similar impacts as a result of unchecked invasion by exotic species; however, terrestrial communities have not historically been protected through a comparable program of concerted eradication or control efforts.

Numerous occurrences of exotic species have been documented on natural lands acquired by the District. As directed in Board Policy 610-3 and Chapter 373.59, Florida Statutes, public lands held in trust by the District are to be managed in such a way as to preserve their natural state and condition. Whenever practicable, a natural condition is to be restored to altered or degraded lands. Consistent with these management directives, the District's land management efforts will henceforth embrace a program of active, timely, and carefully-considered exotic species eradication and control measures.

The term "exotic species", as used in this procedure, shall be interpreted to include any species of flora or fauna that was not present within Florida's natural landscape prior to the initial discovery and settlement of Florida by European explorers. This definition shall not be interpreted to include any species that is known to have dispersed to Florida through natural means, without human assistance or intervention, or any species that may reasonably be expected to be capable of such dispersal on the basis of its life history and natural dispersal mechanisms. The unassisted establishment or extension of range by a species is a natural process and one that should not be intentionally hindered or circumvented through implementation of the District's program to eradicate or control terrestrial exotic species.

The procedure is organized into four parts. Part I summarizes funding sources and procedures which will be utilized to carry out exotics control programs. Part II addresses the guidelines for establishing exotics control priorities. Part III contains the guidelines for implementing exotics

plant control and Part IV contains the guidelines for implementing exotics animal control.

Part I. Funding Sources and Procedures

The Water Management Lands Trust Fund sets aside 15 percent of the District's annual allocation of monies for management and capital improvements on Save Our Rivers and Preservation 2000 lands. This shall be the source of funds for exotics control programs on Save Our Rivers and Preservation 2000 lands. Programs implemented on lands not eligible for Water Management Lands Trust Fund funding shall be funded through District and Basin Ad Valorem funds. District staff shall prepare exotics control implementation plans as set forth in this procedure, and based on those plans shall project and allocate funds for program implementation into the District and/or appropriate Basin budgets during the budget building process.

Actual District and/or Basin funds expended during the fiscal year for exotics control on Save Our Rivers and Preservation 2000 lands shall be included in the year-end resolution requesting reimbursement of management and capital improvement costs through the Water Management Lands Trust Fund.

Any revenues generated through exotics control programs on Save Our Rivers and Preservation 2000 lands shall be returned to the Water Management Lands Trust Fund for future acquisition and management use.

Part II. Establishing Priorities

Although a purist approach, or literal interpretation, of the intent of District policy would require the eradication or control of all non-native species, the ultimate intent is protection of the natural resources and habitat values of District-owned lands. Funding and other factors will place unavoidable constraints upon the level of management efforts that can be expended toward eradicating exotic species. The District's exotic species program must necessarily balance the cost of eradicating or controlling an exotic species with its perceived or demonstrated ability to threaten the natural resources of a site.

Efforts will concentrate upon those species with the greatest potential to invade, persist, reproduce and expand within District-owned lands. In cases where a species is too widespread or entrenched to be completely eradicated, management efforts will be directed toward controlling or containing the continued expansion of the species. The eradication or control of outlying individuals or populations may often provide the most efficient, effective or only-manageable means of halting the spread of an invasive species. Highest priority will be ascribed to the eradication or control of the exotic species that threaten areas of high resource value, e.g. areas of critical habitat for imperiled species and exemplary or pristine examples of natural Florida communities, capital improvements or high public use areas.

Part IV. Exotic Animal Control Procedures

Table of Contents

- A. Introduction
- B. Needs Assessment and Planning Process
 - 1. Identification of feral hog infestations
 - 2. Biological evaluation
 - 3. Option assessment
 - 4. Implementation Plan
- C. Review Process
- D. The Implementation Process
 - 1. Budget allocation
 - 2. Agency coordination
 - 3. Post treatment assessment/summary
 - 4. Reimbursement request/revenue disposition

Introduction

Several species of exotic animals inhabit District-owned lands, however, feral hog (*Sus scrofa*) is currently considered to be the only species which can cause serious damage to native plant and animal communities if hog populations are not controlled. Therefore, the exotic animal control procedures contained in this section focus exclusively on guidelines to direct staff in implementing feral hog control on District-owned lands. If and when other exotic animal species are identified as warranting specific control measures, additional procedures specific to those species shall be developed.

Needs Assessment and Planning Process

Identification of Feral Hog Infestations - Feral hogs occur on nearly all District-owned lands. Land Management staff, through routine surveys (aerial and ground) and via communicated reports from other staff, shall regularly assess feral hog impacts on all District-owned lands. In order to track hog population trends and ecological impacts, and as a means of targeting those lands where hog control measures may be warranted, staff shall rank District-owned lands into two impact categories; 1. major impact and 2. minor impact. Although this ranking system requires subjective judgement on the part of staff, general criteria have been identified to guide staff in setting impact rankings. These are discussed below.

1. Major impact - A major impact land is one where hog damage to natural systems, land improvements or facilities is unacceptable and control measures are warranted. The frequency and extent of these impacts should show a dramatic increase over past levels, are not seasonal n

nature and involve, or threaten to involve exemplary or significant ecological features. Increased impacts in or adjacent to significant capital improvements, park sites, or areas of high human use can characterize this category.

2. Minor impacts - A minor impact is one where hog damage to natural systems, land improvements or facilities is rare, and on a relatively small scale. Impacts may be significantly decreased from past levels, be seasonal and sporadic in nature, and not threaten any exemplary or significant ecological features. Improvements, park sites and high use areas are not impacted.

For all project areas, hog impact rankings shall be revised annually or as warranted.

Biological Evaluation - On District-owned lands that have been ranked as major impact areas, staff shall conduct a more detailed hog population evaluation utilizing either: 1. baited transect method or, 2. Hog rooting survey method. These methods, though not statistically valid, will provide a baseline population index by which more accurate population trend analysis can be conducted in the future. Improved census methods for feral hogs will be employed when they become available.

Options Assessment - Subsequent to establishing a baseline hog population index for a major impact area, staff will assess the feasibility of available hog control options. Six alternative control options have been identified from which staff may chose one, or a combination for hog control on a major impact areas. These options are identified as the most widely used methods of hog control on similar lands in Florida. They are listed below and are described in detail in Appendix A.

1. Special Dog and Gun Hunt
2. Type II Wildlife Management Area
3. Type I Wildlife Management Area
4. Contract Trapping
5. Trapping/Shooting of Hogs by District Personnel
6. No Control

Control methods in addition to those listed here have been used with success in the United States and other countries where feral hogs are a problem. These include poison baiting, exclusion enclosures, snaring and dog and knife hunting. For various reasons, these methods are currently perceived to have very limited applications on District-owned lands. Staff shall consult the most recent literature on the subject and with experts in the field of feral hog control on an ongoing basis to stay current on developments in these and other future control options.

Due to the very diverse nature of District-owned lands, each landholding must be assessed independently to identify the inherent features that would be a limiting factor in the feasibility or effectiveness of each particular control option. Factors to be considered in the assessment include tract size, applicable binding deed restrictions or conditions, applicable municipal codes,

proximity to urban development, unique ecological/intrinsic values, existing capital improvements, developed park sites, wellfield facilities, and probability of conflicts with non-consumptive and consumptive user groups and land uses.

A written Options Assessment shall be developed for each major impact area and shall include:

1. Name, size and location of major impact area;
2. A narrative of observed feral hog impact trends;
3. The extent of hog damage, natural systems, improvements and/or facilities impacted;
4. A narrative describing the factors inherent to area which may limit one or more control options;
5. A narrative describing control method(s) indicated as most feasible or effective given the applicable considerations; and,
6. Summary of locations where and when control methods should be applied and how combinations of control methods should be applied.

Implementation Plan - Subsequent to completion of the Options Assessment, staff shall develop a Program Implementation Plan. The Plan and the Options Assessment documents shall constitute supporting documentation for use in the review and approval process and in allocation of funding for the approved programs. The Implementation Plan shall include:

1. A detailed program design covering all technical aspects of the control option(s) proposed;
2. A time-line projecting the estimated period required for program implementation, and the projected duration of the program;
3. Development of team structure and project network schematics illustrating the logistical framework for program implementation;
4. An economic analysis projecting program start-up/operational costs and expected revenue generation (if applicable). Activity fees may be charged by the District in order to pay all or a portion of the operating costs and will be detailed in the Implementation Plan. If fees are charged, fees shall be limited to no more than \$100 per permitted user.

Review Process

Each proposed Options Assessment and Program Implementation Plan shall be subject to a formal review and approval process before funding allocation and implementation can take

place.

After the proposed program documents have received approval by the Land Resources Department Director, they shall be forwarded to the staff Land Use Task Force Committee for review. The Land Use Task Force may chose to approve the program in its original form, require revisions to the plan before granting approval, or recommend the plan not be implemented. Upon receiving an affirmative recommendation from the Land Use Task Force, that recommendation shall then be presented to the appropriate Basin Board and subsequently the Governing Board, through the Land and Resource Management Committee for final approval.

The Implementation Process

Budget Allocations - Allocation of the required start-up and operational funds within the District and/or appropriate Basin budget shall constitute the first step in the program implementation process. Once the control program has been instituted, subsequent fiscal year operating costs shall be allocated by staff to the District and/or appropriate Basin budgets throughout the duration of the program. If at the termination of the approved program duration period, a staff reassessment recommends that the program should be extended in whatever form, a new Implementation Plan shall be developed and shall be subject to the full review process for approval of additional funding and program initiation.

Agency Coordination - Depending on the control option(s) recommended, staff shall be required to coordinate closely with other agencies and entities which have interests in or jurisdiction over the landholding or the control option in question. These entities or agencies may include other District departments, the Florida Game and Fresh Water Fish Commission, the Florida Department of Animal Industries, the Florida Division of Forestry, West Coast Regional Water Supply Authority, county governments, the general public and others. This coordination shall begin during the planning stages and continue as needed throughout program implementation to assure that all interests and jurisdictional requirements are considered and met.

Post Treatment Assessment/Summary - Staff shall prepare annual summary reports for each feral hog control program. These reports shall include:

1. Program operation statistics such as hunter days, trapping days, animals harvested and animal biological data;
2. Actual staff time and materials expended in program operation;
3. Enforcement actions/citations issued;
4. Any problems encountered during program operation and recommendations for future prevention;

5. Findings of follow-up biological evaluations on population indices and ecological damage levels;
6. Discussion of apparent success of treatment and recommendations for future treatments.

Annual summary reports shall be distributed to appropriate staff, and presented to the staff Land Use Task Force, and appropriate Basin Board(s) and Governing Board as program updates.

Reimbursement Request/Revenue Disposition - At the end of each fiscal year, all actual expenditures for feral hog control programs on Save Our Rivers and Preservation 2000 lands shall be tabulated and included in the Governing Board resolution requesting reimbursement from the Water Management Lands Trust Fund. Additionally, any revenues generated through these programs shall be returned to the Water Management Lands Trust Fund for future land acquisition and management use.

Appendix H - HCPRD's Recreational Use Policy for Nature Preserves

The primary objective of HCPRD in the management of nature preserves is to preserve the native plants and animals and their habitat, as well as increase populations of listed species and wildlife wherever feasible. Within that objective, is a secondary objective to allow recreational activities which are compatible with the primary goal of the preservation of wildlife habitat and the wildlife within the habitat.

The decision to place recreational facilities in nature preserves depends on several issues. First, there must be a demand for the specific type of recreation, along with a shortage of the facility in the particular area of need. Second, there may or may not be funding available to develop the facility, however, HCPRD routinely works with volunteer groups to develop facilities for recreation. Third, specific areas of nature preserves will be maintained strictly for wildlife and habitat, in other words, not all sections of preserve land should be made available for recreational use, regardless of the need for facilities.

Once a new facility is established in a nature preserve, its use is carefully monitored to assure that negative impact to existing populations of wildlife and/or plant communities is avoided. HCPRD is responsible for modifying or controlling the conditions which caused the degradation. If the impact is considered serious, there is a possibility that the recreational use would need to be temporarily or permanently suspended, pending recovery of the affected area or species.

Appendix I - Management Agreement, including legal descriptions

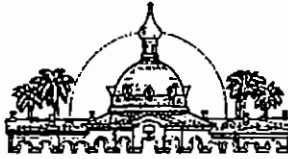
HILLSBOROUGH COUNTY

Florida

Office of the County Administrator
Daniel A. Kleman

BOARD OF COUNTY COMMISSIONERS

Dottie Berger
Phyllis Busansky
Joe Chillura
Chris Harr
Jim Norman
Ed Turanchik
Sandra Helen Wilson



Senior Assistant County Administrator
Patricia Bean

Assistant County Administrators
Edwin Hunzeker
Cretta Johnson
Jimmie Keel
Robert Taylor

March 14, 1995

Michael R. Mahagan
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

RE: Brooker Creek Headwaters

Dear Mr. Mahagan:

Attached is a copy of the fully executed First Addendum to the Lease on the referenced project. We apologize for the delay in returning this document to you.

On a related matter, we are processing the request for the funds for the purchase from the Lutheran Church. Once this is completed we will need to process the Second Addendum. Additionally, it may be beneficial to proceed with the vacating of the platted rights of way if your schedule permits.

Thank you for your continued efforts to acquire parcels in this project. If we can be of further assistance please do not hesitate to contact us.

Sincerely,

Kurt G. Gremley
ELAPP Acquisition Manager
(813) 272-5810
(813) 272-5597 FAX

Enclosures
jo

cc: Mike Kelly, Acting Director, Real Estate Department
Ed Radice, Director, Parks and Recreation Department
cc w/enclosure:
Peter Fowler, Manager, Parks and Recreation Department
Rob Heath, Environmental Scientist, Parks and Recreation Department

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ADDITIONAL PROPERTY LEASE

**FIRST ADDENDUM TO
LEASE AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY AND
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FOR MANAGEMENT AND USE OF THE BROOKER CREEK HEADWATERS PROJECT**

THIS LEASE AGREEMENT, made and entered into this 1st day of February, 1995, by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida hereinafter referred to as "County", having a mailing address of Post Office Box 1110, Tampa, Florida 33602, and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by Chapter 61-691, Laws of Florida, as amended, hereinafter referred to as "District" and having a mailing address of 2379 Broad Street, Brooksville, Florida 34609-6899.

WITNESSETH

WHEREAS, the District has identified lands along the Brooker Creek Headwaters within Hillsborough County for preservation through the SOR/Preservation 2000 Programs and the County has identified lands along the Brooker Creek Headwaters for preservation through ELAPP (the "Project" with its location shown on Exhibit "A") which encompassed essentially all of the lands identified by the District for preservation within Hillsborough County; and

WHEREAS, in recognition of the mutual benefits for the preservation of the Project, the County and the District has entered into an Interlocal Agreement, as amended (hereinafter referred to as the "Agreement") for the preservation of the Project, as part of the Agreement the District and the County entered into a Lease Agreement on a portion of the Project (the "Lease") and is attached as Exhibit "B"),

WHEREAS, the Lease did not include all of the lands within the Project, the Lease stipulated that as other lands within the Project were acquired by the District (the "Additional Property") that they would be offered to the County under the same terms as the Lease by way of an Addendum to the Lease; and

WHEREAS, the District has acquired Additional Property pursuant to the underlying agreement (the "First Addition" (specifically described in Exhibit "C"), the County has indicated that they are interested in leasing the Additional Property under the terms of the Lease through this First Addendum to the Lease (the "First Addendum").

NOW, THEREFORE, the County and the District, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration and the premises herein each to the other, the receipt of which is hereby acknowledged, agree as follows:

1. ADDITIONAL PROPERTY:

The County and the District, by way of this First Addendum, agree to incorporate the First Addition under the terms of the Lease as Additional Property as defined in the Lease.

2. MANAGEMENT PLAN:

The First Addition will be managed in a manner that will maintain and/or improve the water quality and natural habitat within the Property described in the Lease and any Additional Property in any addendum. The County has provided a Conceptual Management Plan attached as Exhibit "D" which outlines Authorized Uses that the County will pursue on the Property until a Management Plan is prepared as stipulated in the Lease.

3. **LEASE REQUIREMENTS:**

The District and the County acknowledge that all other aspects of the Lease are to remain in effect and apply to this First Addition.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County by its chairman of the Board of County Commissioners and the seal of the County affixed hereto and attested by the Clerk of the Board of County Commissioners, and the District has caused this agreement to be executed by the Land Resources Director and its corporate seal to be affixed hereto as of the 2nd day of February, 19 95.

ATTEST: RICHARD AKE
CLERK OF CIRCUIT COURT

HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

By: [Signature]
Deputy Clerk

By: [Signature]
Chairman
Date: _____

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, A PUBLIC
CORPORATION

Approved as to form
and legal sufficiency
By: [Signature]

By: [Signature]
Fritz H. Musselmann, Land Resources Director
Date: 10-25-94

EXHIBIT "A"

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Northwest Hillsborough Basin
Brooker Creek

SWF Parcel No. 14-074-140

The North 400.00 feet of the West 312.00 feet of Tract 12 in the Southeast 1/4 of Section 13, Township 27 South, Range 17 East of KEYSTONE PARK COLONY as shown on the plat recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County Florida.

Parcel contains 2.87 acres more or less

Together with any right, title and interest Grantor may have, without representation or warranty, in and to an easement for ingress and egress described as follows:

a 15-foot easement for ingress and egress over the West 15.00 feet of Tracts 12 and 13 in the Southeast 1/4 of Section 13, Township 27, Range 17, Keystone Park.

1 Brooker Creek Headwaters
2 SWF Parcel No. -14-074-144x
3 Approved by Attorney A. Q.

4 LEASE AGREEMENT BETWEEN
5 BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY AND
6 SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
7 FOR MANAGEMENT AND USE OF THE BROOKER CREEK HEADWATERS PROJECT

8 THIS LEASE AGREEMENT, made and entered into this 21st day of
9 July, 19 94, by and between HILLSBOROUGH COUNTY,
10 a political subdivision of the State of Florida hereinafter
11 referred to as "County", having a mailing address of Post Office
12 Box 1110, Tampa, Florida 33601, and the SOUTHWEST FLORIDA WATER
13 MANAGEMENT DISTRICT, a public corporation created by Chapter 61-
14 691, Laws of Florida, as amended, hereinafter referred to as
15 "District" and having a mailing address of 2379 Broad Street,
16 Brooksville, Florida 34609-6899.

17 WITNESSETH

18 WHEREAS, the Environmental Lands Acquisition and Protection
19 Program (ELAPP) was created by the County and funded by referendum
20 issue approved by the voters of Hillsborough County for the
21 purposes of acquiring selected properties within Hillsborough
22 County for the purpose of preservation; and

23 WHEREAS, the District is responsible for administering the
24 Save Our Rivers (SOR) program as specified in Florida Statutes
25 373.59, as amended, and Preservation 2000 (P2000) program as
26 specified in Florida Statutes 259.101 and 375.045, and Florida
27 Administrative Code Chapter 17-402 provides that monies from the
28 Water Management Lands Trust Fund shall be used for acquiring the
29 fee or other interest in lands necessary for water management,

1 water supply, and the conservation and protection of water
2 resources; and

3 WHEREAS, the District has identified lands along the Brooker
4 Creek within Hillsborough and Pinellas Counties for preservation
5 through the SOR/Preservation 2000 Programs, the County has
6 identified lands through along Brooker Creek within Hillsborough
7 County for preservation through the ELAP Program (the "Project"
8 with its location shown on Exhibit "A") which is encompassed within
9 the lands identified by the District for preservation within
10 Hillsborough County; and

11 WHEREAS, in recognition of the mutual benefits for the
12 preservation of the Project, the County and the District have
13 entered into an Interlocal Agreement, dated September 29, 1993, as
14 amended (hereinafter referred to as the "Agreement") for the
15 preservation of the Project, the Agreement specifies the
16 responsibilities of the District and the County in the acquisition
17 and the management for the joint preservation of the Project, the
18 Agreement stipulates that after the Project or portion thereof (the
19 "Property" as specifically described in Exhibit "B") has been
20 conveyed to the District, the County may lease the Property from
21 the District for the purposes of managing the habitat and using the
22 Project for certain resource based recreational activities, the
23 County and the District in recognition of the terms of the
24 Agreement are entering into this lease agreement (hereinafter
25 referred to as the "Lease") to define the rights and
26 responsibilities of each.

1 NOW, THEREFORE, the District hereby agrees to lease the
2 Property to the County and the County hereby leases the Property
3 from the District, for and in consideration of Ten Dollars and No
4 Cents (\$10.00) and other good and valuable consideration and the
5 premises herein each to the other, the receipt of which is hereby
6 acknowledged, as follows:

7 1) **PURPOSE:** This Lease is to detail the County's and the
8 District's rights, responsibilities, terms, and conditions for the
9 County's use of the Property for the purposes and associated
10 responsibilities of essential site management, habitat enhancement,
11 and resource based recreational activities (hereinafter
12 collectively referred to as "Authorized Uses") as are further
13 described in Exhibit "C".

14 2) **TERM AND RENEWAL:** The term of this Lease shall be for
15 a period of Thirty (30) years from the effective date of the Lease.
16 Upon the expiration of the first Thirty (30) year term, the County,
17 at its sole option, will have the right to renew the term of this
18 Lease for an additional Thirty (30) years, pursuant to the same
19 terms and conditions contained herein, provided it is not in
20 default on any terms or conditions of this Lease and by providing
21 the District with at least One (1) year notice that it intends to
22 exercise this option. Renewal leases will contain a thirty (30)
23 year renewal option by the County, subject to the same terms and
24 conditions described herein for the first renewal option.

25 3) **MANAGEMENT PLAN:** The Property will be managed in a manner
26 that will maintain and/or improve the water quality and natural

1 habitat within and adjacent to the Property. The County has
2 provided a conceptual management plan attached as Exhibit "D" which
3 outlines Authorized Uses that the County will pursue on the
4 Property.

5 Within One (1) year of the effective date of this Lease, the
6 County will provide the District with a detailed management plan
7 that will describe the Authorized Uses that the County will
8 implement or initiate during the first Five (5) years of the Lease
9 (hereinafter referred to as the "Management Plan") commencing with
10 the effective date of this Lease. The County will submit subsequent
11 Management Plans for District approval in the last quarter of the
12 Fourth year of the current Management Plan. All management plans
13 are subject to review and approval by the District, which approval
14 shall not be unreasonably withheld. If the County fails to submit
15 a Management Plan in a timely manner or if the County substantially
16 deviates from the approved Management Plan without District
17 approval, or if no Management Plan is in effect, the District may
18 declare the County in default of terms of this Lease and will be
19 subject to the conditions stipulated in paragraph seven below,
20 entitled "Default by County and Termination by District".

21 The County has the right to amend the Management Plan at any
22 time during the term of any Management Plan to address
23 unanticipated events, innovative management techniques, new
24 information, or new resources for site management, restoration, or
25 recreational uses (collectively the "New Information") by providing
26 the District with the amendment at least Six (6) months prior to

1 initiating associated actions or addressing the New Information.
2 Any amendment to the Management Plans is subject to review and
3 approval by the District, which approval shall not be unreasonably
4 withheld. The County will not be required to request and provide an
5 amendment to the Management Plan if, in the determination of the
6 Staff of the District, the requested or envisioned changes do not
7 significantly vary from the approved Management Plan.

8 The District will only be responsible for the review and
9 approval of the Management Plan. The District will NOT be
10 responsible for initiating any permitting, implementing site
11 management functions, supervision, or any other activities
12 associated with the Management Plan other than the review and
13 approval of the Management Plan. The District, as the owner of the
14 Property, will cooperate in the execution of the documents
15 associated with any permit, funding, or other similar applications,
16 requests, or approvals that are reflected in, required by, or
17 conform with Authorized Uses as stated, referenced or implied in
18 the Management Plan. It is expressly understood by all parties that
19 the District is not prohibited from participating in any activities
20 associated with the Management Plan and that the District, at the
21 sole option of the District, may provide resources or participation
22 in any activities associated with the Management Plan.

23 Within Ninety (90) days of the District's receipt of the
24 Management Plan, the District will provide comments, findings,
25 recommendations, requested additions, objections, or any other
26 requested changes (hereinafter collectively referred to as

1 "Comments") to the County. District approval of the Management Plan
2 will not be unreasonably withheld and the District will not impose
3 financial or funding requirements that the County, in the sole
4 opinion of the County, is not in a position to provide with the
5 exception of Essential Site Management as described in Exhibit
6 "C",. The County acknowledges that at a minimum they will be
7 required to perform Essential Site Management, as described in
8 Exhibit "C", or they will be in default of this Lease.

9 If the District fails to provide Comments within the
10 aforementioned Ninety (90) day term, it will be deemed that the
11 District has found the Management Plan to be acceptable and no
12 further Comments can be submitted or modification to the Management
13 Plan requested by the District without the consent of the County.
14 If the District provides Comments, the County will respond within
15 Sixty (60) days with a Management Plan that reflects the changes
16 requested in the Comments or the County will provide a written a
17 response as to why it is not possible or feasible to revise the
18 Management Plan to address the Comments. After receipt of the
19 County's written response to the District's Comments, the District
20 shall present the County with the District's amended Comments,
21 which shall take into consideration the concerns of the County,
22 within thirty (30) days, which amended Comments shall be
23 incorporated into the Management Plan. With the publication of the
24 District's amended Comments, the Management Plan shall be deemed
25 approved, including the amended Comments.

1 In the event that the County is not able to provide a revised
2 Management Plan that addresses the District's Comments before the
3 expiration date for approval of the initial Management Plan, or any
4 other subsequent Management Plan, the then existing Management
5 Plan, if applicable, will be utilized in the interim until the
6 District accepts the new Management Plan except that there will be
7 no topographical alteration or physical improvements constructed
8 until a new Management Plan is approved by the District.

9 **4) RESOURCE BASED RECREATIONAL USES**

10 As stated in Exhibit "C", entitled Authorized Uses, the
11 Property may be used for certain resource based recreational
12 facilities that utilize the natural qualities of the site for the
13 stated Authorized Uses including associated improvements such as
14 access roads, parking lots, and restrooms (hereinafter collectively
15 referred to as the "Facilities"). The District acknowledges that
16 the County is not required to improve the Property with Facilities
17 and that the development of the Facilities, in compliance with the
18 conditions of this Lease, is at the sole option of the County. The
19 District and the County acknowledge that the primary purpose of the
20 acquisition of the Project is for open space, preservation and/or
21 restoration of natural systems, conservation and protection of
22 water resources, and other uses as stated in Section 373.59,
23 Florida Statutes, as amended.

24 Any and all Facilities to be constructed on the Property and
25 their operation will be incorporated into the Management Plan. The
26 County will design the Facilities in a manner that will minimize

1 the impact on natural systems or any water resources and will not
2 hinder planned District resource management activities, which plans
3 shall be made available to County upon request.

4 All costs associated with the construction, operation,
5 utilities, and maintenance of any Facilities that are constructed
6 or initiated by the County are the sole responsibility of the
7 County. The District is not obligated to fund construction,
8 operation, utilities or maintenance of the Facilities and any
9 District participation in the Facilities is the sole option of the
10 District.

11 The County shall immediately assume responsibility for the
12 operation and maintenance of said Facilities, including those paved
13 and unpaved roadways located thereon. All cost for such operation
14 and maintenance shall be at the expense of the County.

15 In the operation and maintenance of the Facilities, the
16 County specifically understand and agrees that the District may
17 construct, operate and maintain improvements associated with water
18 management as stated in Section 373.59, as amended, (the "Water
19 Management Facilities") which is the paramount purpose for the
20 acquisition of the Property. The District will incorporate their
21 requirements for Water Management Facilities with the review and
22 approval of the Management Plan. The County recognizes that the
23 improvement of the Property with the Facilities will not prevent or
24 prohibit the District from the construction, operation, or
25 maintenance of the Water Management Facilities.

26 **5) ADDITIONAL PROPERTY**

1 It is anticipated that the District will be acquiring
2 additional lands within the Project (the "Additional Property")
3 pursuant to the Agreement. Within One Year of the District's
4 acquisition of Additional Property, the District will offer the
5 Additional Property to the County to be incorporated into this
6 Lease. The County will have the option of (a) accepting the Lease
7 of the Additional Property or a portion thereof, under the terms
8 and conditions of this Lease, and any Lease amendments or (b)
9 rejecting the Additional Property. Any Additional Property will be
10 added to this Lease by way of an amendment that will substantially
11 follow the format as provided in Exhibit "E".

12 If Additional Property is leased by the County in the first
13 three(3) years of an existing Management Plan, the County will
14 provide an addendum to that Management Plan to address the
15 Additional Property. If Additional Property is leased by the County
16 in the Fourth year of an existing Management Plan, the County will
17 only be required to provide an interim management plan on the
18 Additional Property. If Additional Property is leased by the County
19 in the Fifth year of an existing Management Plan, the County will
20 provide the District with a revised Management Plan for the
21 upcoming five years to address the Additional Property. If the
22 Additional Property is similar to adjoining lands currently being
23 managed by the County, the County may apply the existing Management
24 Plan to the Additional Property, subject to the approval of the
25 District.

26 **6) TERMINATION BY COUNTY**

1 The County may terminate this Lease with the mutual consent of
2 the District. If the County elects to terminate this Lease, it will
3 provide the District at least Six (6) months notice that it will no
4 longer be responsible for the Property and/or specified Additional
5 Property (or portion thereof). At the end of that Six (6) month
6 term, the County will have no further obligations for any aspect of
7 management of the Property and/or Additional Property (or portion
8 thereof), site security, or any Facilities.

9 The District, at the District's option, may refuse to accept
10 the termination of the Lease by the County and require that the
11 County continue to provide the Essential Site Management as stated
12 in Exhibit "C" Authorized Uses.

3 **7) DEFAULT BY COUNTY AND TERMINATION BY DISTRICT**

4 The District may terminate this Lease, subject to the curative
5 period referenced below, if the County proceeds in a manner that
6 violates the terms of this Lease (the "Lease Violations"). Lease
7 Violations shall include, but not limited to the following:

- 8 a) County's failure to submit a Management Plan in
9 accordance with paragraph 3 above (Management Plan);
10 b) County's failure to proceed in a manner that will
11 implement or complete the actions, tasks, other aspects
12 of the Management Plan for Essential Site Management;
13 c) County's unreasonable denial of the District's
14 construction, or operation, and maintenance of Water
15 Management Facilities on the Property pursuant to
16 paragraph 4 of this lease provided, however, it is
17

1 expressly understood by the County and the District that
2 this provision does not constitute waiver or exemption of
3 applicable laws, rules, regulations, including but not
4 limited to, any permit approval, review, submission or
5 other regulatory action required by the County;

6 d) construction of permanent structures or other
7 improvements by the County not authorized by the
8 District, either directly or indirectly through the
9 approval of the Management Plan;

10 e) County's destruction or degradation of natural systems,
11 rare or endangered habitats that are targeted for
12 preservation;

13 f) County's violation of Federal, State, or local laws,
14 rules, regulations, or ordinances;

15 g) County's causing the Property to be contaminated with
16 Hazardous Wastes or other pollutants or failure to
17 properly secure the Property to prevent or impede illegal
18 dumping, degradation of natural habitats, or other
19 unauthorized uses;

20 h) County's denial of access to the District pursuant to
21 paragraph nine of this Lease;

22 i) County's failure to comply with the other terms of this
23 Lease.

24 If the District, in the sole opinion of the District, finds
25 that the County has committed a Lease Violation, the District will
26 notify the County in writing as to the nature of the Lease

1 Violation and direction from the District on how the County is to
2 proceed to remedy, resolve, or rectify (hereinafter collectively
3 referred to as the "Corrective Action") the Lease Violation. The
4 County will have Sixty (60) days from the receipt of the
5 notification in which to proceed to perform Corrective Action or
6 provide a schedule for the prompt implementation of the District's
7 requested Corrective Action or the County may, within ten (10) days
8 of receipt of the District's notice schedule a meeting to discuss
9 the alleged Lease Violation and any corrective action requested by
10 the District for resolution. Subsequent to said meeting, the
11 County shall have sixty (60) days to perform any Corrective Action
12 as reasonably requested by the District as a result of the meeting.

13 If the County fails to respond to the District's notification
14 regarding a Lease Violation or fails to implement Corrective Action
15 pursuant to the procedure outlined above, the County will be in
16 Default of this Lease and the District may, at the sole option of
17 the District, terminate this Lease and take possession of the
18 Property and any Additional Property leased to the County, in which
19 event all personal property placed or brought upon the Property by
20 County shall be immediately returned to County.

21 8) LIABILITY

22 The County shall bear the sole responsibility for any and all
23 claims for personal injuries or property damage arising from, or
24 incident to, the use, occupation, and possession of the Property
25 and the Facilities and by the County, to the extent allowed by law
6 and subject to the provisions of Section 768.28, Florida Statutes,

1 shall hold and save the District harmless and free from any loss,
2 damage and liability occasioned by, growing out of, or arising or
3 resulting from the County's use, operation, and maintenance of the
4 Property and the Facilities. It is expressly understood that
5 nothing in this Agreement is intended to or is to be construed as
6 a waiver of sovereign immunity as provided to the parties hereto
7 under Section 768.28, Florida Statutes, or as otherwise provided by
8 law. It is further understood and agreed by the parties that the
9 County shall not be held liable to the District and shall not
10 indemnify the District for any acts of the District on or relating
11 to the Property.

12 Pursuant to Section 373.1395, Florida Statutes, the District
13 is statutorily protected from any ordinary tort claim connected
14 with the Property provided that no charge is made for entering or
15 using the Property and provided that no commercial or other
16 activity, from which profit is derived is conducted on the Property.
17 Therefore, no fees or charges connected with the Property shall be
18 instituted by the County or allowed by the County. If the County
19 does institute or allow any fees or charges connected with the
20 Property, the County does hereby, to the extent allowed by law and
21 subject to the provisions of Section 768.28, Florida Statutes,
22 indemnify the District from any liability incurred by the District
23 as a result of the fees or charge instituted by the County as
24 contemplated pursuant to Section 373.1395, Florida Statutes,
25 regardless of the District's knowledge or ignorance of any such
26 fees or charges.

1 9) ACCESS BY THE DISTRICT

2 The right is reserved to the District, its officers, agents,
3 and assigns to enter upon and travel through and across the
4 Property and Additional Property, which are the subject of this
5 Lease, at any time, for inspection of County's resource management
6 performance, or for inspection, construction, maintenance, or for
7 any purpose necessary or convenient in connection with the
8 District's Water Management Facilities. The right is also reserved
9 to the District, its officers, agents, and assigns to enter upon
10 the Property and Additional Property to perform the District's
11 statutory duties 1) if emergency conditions exist that are
12 dangerous to the safety of life or property from flood, fire, or
13 other disasters, or 2) if emergency conditions exist that would
14 result in damage to the environment or physical characteristics of
15 the Property, or 3) if emergency conditions exist that would result
16 in impairment of the function, habitat, water management, water
17 supply, or conservation and protection of the water resources
18 within Property. In conjunction with the Construction or
19 maintenance of Water Management Facilities, the District will
20 provide reasonable notification to the County of its intentions to
21 enter onto the Property or Additional Property. In cases of
22 emergency, the District will notify the County of its intention to
23 enter onto the Property or Additional Property as soon as possible.

24 10) RECORDING:

1 This agreement may not be recorded in the Public Records of
2 Hillsborough County and shall be filed with the Clerk of the Board
3 of County Commissioners of Hillsborough County.

4 **11) NOTICES:**

5 Any and all notices, requests or other communications
6 hereunder shall be deemed to have been duly given if in writing and
7 if transmitted by hand delivery with receipt therefore, or by
8 registered mail posted prior to the expiration date for such
9 notice, return receipt requested and first class postage prepaid as
10 follows:

11 To the County: Hillsborough County Parks & Recreation Department
12 1101 E. River Cove
13 Tampa, Florida 33604
14 Attention: Director

15 With copies to: Hillsborough County
16 Board of County Commissioners
17 P. O. Box 1110
18 Tampa, Florida 33601
19 Attention: Director, Real Estate Department

20 To the District: Southwest Florida Water Management District
21 2379 Broad Street
22 Brooksville, Florida 34609-6899
23 Attention: Director, Land Resources Department

24 **12) MISCELLANEOUS:**

25 (a) Governing Law: This Agreement shall be construed and
26 enforced in accordance with the laws of Florida.

27 (b) Effective Date of Agreement: This Agreement shall be
28 effective upon the date of approval of both the Board of County
29 Commissioners of Hillsborough County and the Governing Board of the
30 Southwest Florida Water Management District whichever is the later.

1 (c) Binding Effect: This Agreement will be binding upon and
2 inure to the benefit of the parties hereto, and its personal
3 representatives, successors, and assigns. The covenants of this
4 agreement will survive delivery and recording of the deed and
5 possession.

6 (d) Attachments: Attachments "A", "B", "C", "D", and "E" are
7 attached hereto and made a part of this Agreement as fully as if
8 set forth in the text of this Agreement.

9 (e) This Agreement may be amended in writing by mutual
10 consent of the District and the County.

1 IN WITNESS WHEREOF, this Agreement has been executed by and on
2 behalf of the County by its chairman of the Board of County
3 Commissioners and the seal of the County affixed hereto and
4 attested by the Clerk of the Board of county Commissioners, and the
5 District has caused this agreement to be executed by its Chairman
6 and its corporate seal to be affixed hereto and attested by the
7 Secretary as of the 29th day of June, 1994.

8 ATTEST: RICHARD AKE
9 CLERK OF CIRCUIT COURT

HILLSBOROUGH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

10 By: [Signature]
11 Deputy Clerk
12 ATTEST:

By: [Signature]
Chairman
Date: AUG 22 1994

13 By: [Signature]
14 Secretary
15

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, A PUBLIC
CORPORATION

16 By: [Signature]
17 Chairman

18 Date: JUNE 29, 1994

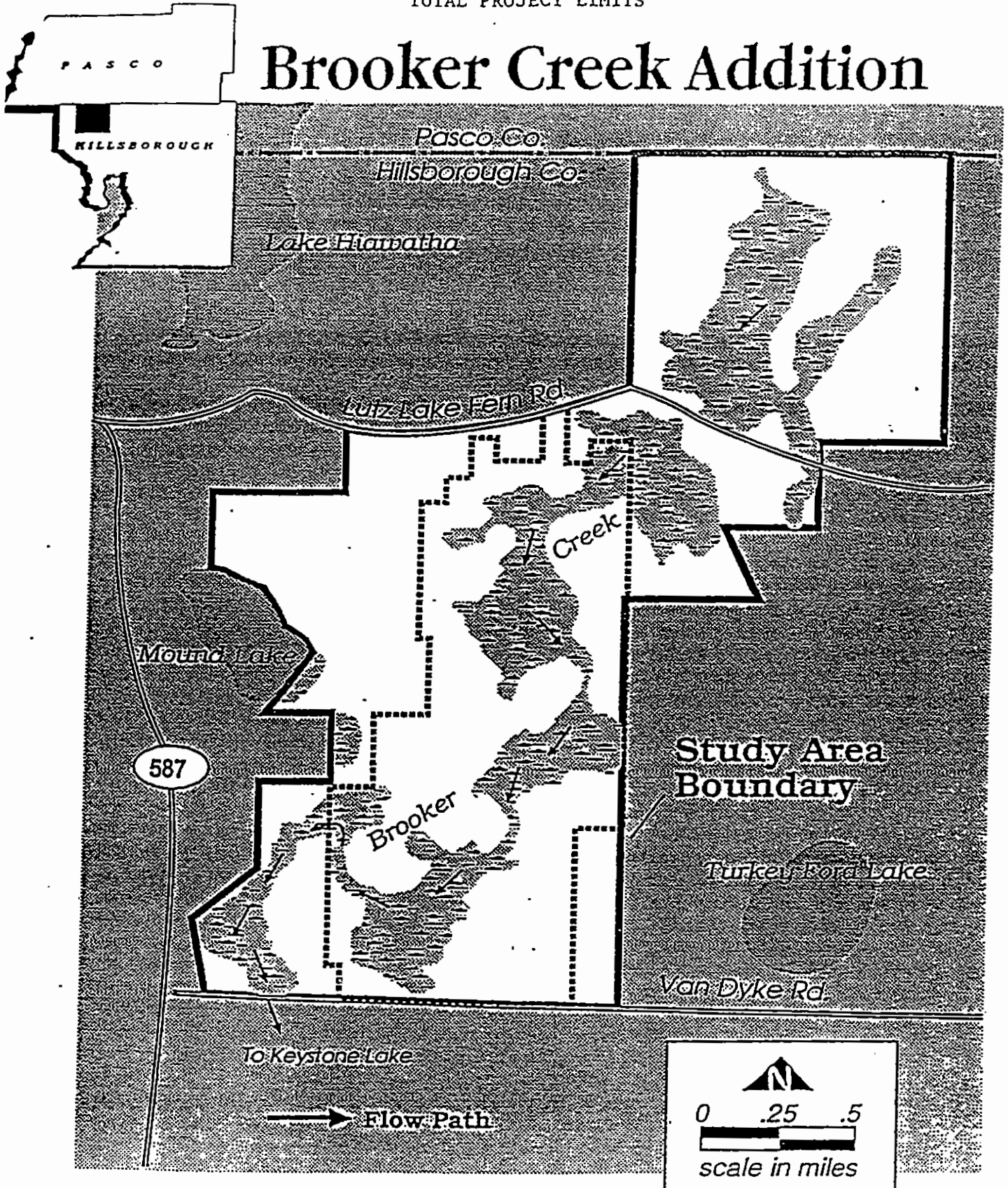
Approved as to form
and legal sufficiency
By: [Signature]

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 94-1409

EXHIBIT "A"

TOTAL PROJECT LIMITS

Brooker Creek Addition



"EXHIBIT C"

OFF. REC. 7529PG1916

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Northwest Hillsborough Basin
Brooker Creek

SWF Parcel No. 14-074-140

February 9, 1994

The North 400.00 feet of the West 312.00 feet of Tract 12 in the Southeast 1/4 of Section 13, Township 27 South, Range 17 East of KEYSTONE PARK COLONY as shown on the plat recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida.

Together with any right, title and interest Grantor may have, without representation or warranty, in and to an easement for ingress and egress described as follows:

a 15-foot easement for ingress and egress over the West 15.00 feet of Tracts 12 and 13 in the Southeast 1/4 of Section 13, Township 27, Range 17, Keystone Park.

14074139.B

CIW

EXHIBIT "D"

CONCEPTUAL MANAGEMENT PLAN BROOKER CREEK HEADWATERS PRESERVE

I. INTRODUCTION

The Brooker Creek Headwaters Preserve is located in northwest Hillsborough County, north of Van Dyke Road (C.R. 685A), approximately three miles west of Dale Mabry Highway (S.R. 597), and one mile east of Gunn Highway (C.R. 587). The core parcel consists of a 906 acre tract formerly known as Cypress Bend, which was acquired by the Southwest Florida Water Management District (SWFWMD) through the Save Our Rivers (SOR) program. The parcel was purchased by SWFWMD from the F.D.I.C. for \$3.5 million in 1993. Hillsborough County is participating in the preservation effort by reimbursing SWFWMD for 50% of the purchase price of each parcel, using funds available through the Environmental Lands Acquisition and Protection Program (ELAPP).

Two additional parcels have been acquired adjacent to the core parcel in 1994. One is a 9.12 acre tract with frontage on Van Dyke Road which includes a single family home, the other is a 9.56 acre tract adjacent to the northern boundary of the core parcel, just south of Lutz-Lake Fern Road. Additional lands adjacent to the core parcel were included in the original project boundary, some or all of which may be acquired at a later date.

The preserve includes undeveloped uplands and wetlands associated with the Brooker Creek system. The uplands include pine flatwoods, dry prairie, xeric oak hammock, and mixed hardwood and pine forest areas. Portions of the site's uplands appear to have been farmed in the past, and have been recovering through natural succession for several decades at least. The wetlands consist primarily of extensive cypress swamps, with scattered wet prairies and a small borrow pit which is located in the southwest corner of the core parcel. One large ditch runs approximately one and one-half miles through the center of the core parcel, in a north-south direction.

The preserve has been protected through public ownership in response to a high level of grassroots support from local residents concerned about the impacts of rapid development in the area. Public ownership will ensure protection of the site's wetlands, which serve as the headwaters of the Brooker Creek system, as well as the site's extensive wildlife habitat. The preserve contains the largest area of contiguous natural habitat remaining in northwest Hillsborough County. Area residents regard the site as a valuable asset, both for environmental benefits and for passive, resource-based recreation.

Hillsborough County has agreed to manage the preserve through a lease agreement with SWFWMD. A County Parks and Recreation Department employee will reside in the house located on the 9.12 acre parcel, and provide site security. The Resource Management Office of the Parks and Recreation Department will conduct

management activities which will focus on site security, habitat management, and public access.

II. NATURAL RESOURCES

As previously stated, the site contains cypress swamp, wet prairie, dry prairie, pine flatwoods, xeric oak hammock, and mixed hardwood and pine forest natural plant communities. A wetland delineation conducted by SWFWMD staff determined that there is an approximate 50/50 ratio of uplands/wetlands overall.

The majority of the site's wetland habitat is of high quality, although small areas have been impacted by ditches, which may also have affected the hydrology of the wetlands. These ditches appear to have been constructed at least ten years ago. Wet prairie habitat, which occurs primarily in transitional zones adjacent to the larger cypress swamp areas, contain pitcher plants, a threatened species which is rare in Hillsborough County.

The site's upland habitat contains both high quality natural plant communities which show minimal signs of impact from human activity, and areas which have suffered various degrees of disturbance. The xeric oak hammock area is located in the southeast section of the site, and is relatively intact; however, it has been bisected by Ramblewood Drive, a paved road which serves two residential developments and a County water treatment plant. This road has provided access to the site for illegal dumping, which has occurred throughout the xeric hammock, consisting largely of construction debris, furniture and appliances. Illegal dumping has been eliminated by a combination of fencing, ditching, and site patrol. The debris represents an aesthetic problem more than an environmental threat; however, removal is one of the primary objectives of site management. The xeric hammock habitat is highly significant environmentally due to its relative scarcity as well as the fact that it contains many active gopher tortoise burrows, and is expected to provide essential habitat for other listed species as well. The dry prairie natural plant community occurs in two different forms on the site, one being areas which were formerly improved pasture or other agricultural lands, and which are undergoing natural succession; these areas are dominated by grasses and other herbaceous plant species such as goldenrod. The second type of dry prairie consists of areas which are dominated by saw palmetto, and may have been pine flatwoods which have lost the pine tree overstory due to wildfires and/or logging. The pine flatwoods areas of the site consist of similar saw palmetto understory with slash pine and longleaf pine overstory still in place. The mixed hardwood and pine forest areas appear to have resulted from natural succession of formerly agricultural areas which were not converted to improved pasture.

The preserve is known to support a healthy and diverse wildlife

population, which is expected due to its large size and the quality and diversity of its habitat. Species confirmed to date include opossum, raccoon, bobcat, white-tailed deer, wild turkey, bobwhite quail, gopher tortoise, Florida sandhill crane, eastern cottontail and eastern diamondback rattlesnake.

III. SITE MANAGEMENT

A. HABITAT MANAGEMENT

The County will comply with the provisions of the existing Brooker Creek Interim Management Agreement until a formal site management plan is approved by the District. Habitat management objectives will focus on maintaining and enhancing overall habitat quality. Prescribed fire will be used to maintain fire adapted natural plant communities. Efforts will be made to control populations of exotic nuisance species found on the site. Listed species populations will be monitored, and specific management techniques will be implemented whenever feasible and appropriate to expand listed species populations.

General objectives and methods of implementing a prescribed burning program for the site have been reviewed and approved in principal by SWFWMD Land Management staff and the Florida Division of Forestry Area Supervisor. Actual site preparation and burn execution activities will be carried out in accordance with the existing Interim Management Agreement between the District and the County.

Exotic control efforts will focus on known nuisance plant species using proven methods such as hand removal, prescribed fire, and systemic herbicide application by licensed and certified applicators. Control of exotic nuisance animal species will not be initiated without the approval of the District.

Populations of listed species such as gopher tortoises and pitcher plants will be surveyed and monitored. Known recovery methods will be implemented whenever possible.

B. SITE SECURITY

One of the primary objectives of site management will be to prevent unauthorized activities on the preserve which are known or expected to have negative impacts. Past and ongoing problems at the site include illegal dumping, poaching (deer and turkey), target shooting, and off-road vehicle use. The majority of the trespassing events associated with these activities has occurred along Ramblewood Drive, which outlets on Van Dyke Road at the southeast boundary of the preserve. This public roadway serves the Lake Carlton Arms apartment complex, the Cheval subdivision, and a County water treatment plant. The roadway receives very little traffic at night, which is when most of the illegal activity occurs. Trespassing events involving vehicles have been minimized by recent efforts to secure the site boundary along

both sides of Ramblewood. Dumping has been virtually eliminated; however, barriers are still breached on occasion by large 4-wheel drive vehicles. The County is exploring the possibility of vacating the Ramblewood right-of-way, which would enable the roadway to be blocked by a gate at night, while still allowing residents and the public daytime access. Additional illegal access is known to occur along the northern portion of the eastern boundary of the core parcel. This portion of the site lies adjacent to an undeveloped section of the Cheval subdivision. Vehicular access in this area should be eliminated once development is complete.

Site security is expected to be greatly improved by two recent efforts on the part of the County and SWFWMD. The entire perimeter along Ramblewood Drive has recently been fenced by the District with a four strand barbed wire fence. The County will keep the fenceline repaired and posted and reinforce critical sections with cable as needed. The District has completed acquisition of the aforementioned 9.12 acre parcel which includes a house. The County will sublet the house to a qualified employee who will serve as a security resident, responsible for daily patrol activities which will further deter illegal access by ensuring rapid response by law enforcement personnel as well as keeping Resource Management staff abreast of site conditions requiring immediate attention. A copy of the Security Agreement between the resident and the County is attached to this document.

C. PUBLIC ACCESS

In keeping with District and County regulations, the preserve is open to the public for foot access during daylight hours only. The County will designate public access points at appropriate locations which will be provided with walk-through gates and signage advising visitors of general site conditions as well as rules and regulations. Initially, only one access point is considered to be feasible, which is at the main road entering the site from the west side of Ramblewood Drive, approximately 1/2 mile north of Van Dyke Road. Existing unimproved roadways will serve as hiking trails until a formal trail system is developed as part of future site management objectives.

Additional categories of public use and access may be allowed if considered appropriate and compatible by both the District and the County. Activities anticipated for review include horseback riding, mountain bike riding, and overnight (primitive) camping.

IV. CONCLUSION

This Conceptual Management Plan is intended to provide an outline of the County's anticipated site management activities in the near future. It should also be noted that an Interim Management Agreement, authorizing the County to conduct essential site management activities, was approved in December of 1993. Both of these documents are intended to serve as site management

District/Hillsborough County ELAPP Purchase
SWF Parcel No. 14-074-132
Approved By Attorney: UB 8.2993

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 1ST day of MARCH, 1994, by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "the County", having a mailing address of Post Office Box 1110, Tampa, Florida 33601, and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, hereinafter referred to as "the District" and having a mailing address of 2379 Broad Street, Brooksville, Florida 34609-6899.

WITNESSETH:

WHEREAS, the County and the District did enter into an Agreement dated September 29, 1992, for the purposes of acquiring jointly selected properties within Hillsborough County for its preservation through the Environmental Lands Acquisition and Protection Program (ELAPP), Save Our Rivers (SOR) and Preservation 2000 (P2000) programs; and,

WHEREAS, the County and the District are pursuing the preservation of a site known as the "Brooker Creek Headwaters" hereinafter referred to as "the Project"; and,

WHEREAS, the parties hereto wish to amend the original Agreement to change the roles and/or functions performed by the County and the District as part of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties mutually agree to amend the Agreement dated September 29, 1992, as follows:

1. Paragraph 2 - is deleted in its entirety and replaced by the following:

APPRAISALS: The District will secure appraisals from two (2) competent MAI appraisers on all parcels with an estimated market value exceeding \$100,000. Prior to the presentation of any offers, the County will be given the opportunity to review and approve the appraisals. If the County finds the appraisals unacceptable, written notification will be provided to the District within thirty (30) days of the County's receipt of the appraisals detailing the basis of and necessary action to resolve the objection. If the County does not respond to the District within thirty (30) days of receipt of the appraisals, then the County's approval shall be deemed granted and the County shall not be allowed to object to any appraisal.

2. Paragraph 3 - is deleted in its entirety and replaced with the following:

TITLE INSURANCE, ENVIRONMENTAL AUDIT AND SURVEY: Prior to the purchase of any parcel, the District will obtain a title commitment for an owner's title

insurance policy, an environmental audit (hereinafter referred to as "audit") and a boundary survey.

- (a) A copy of the title commitment will be provided to the County for review. If at the time of closing there remain any defects of title or title insurance exceptions unacceptable to the County, the County shall notify the District in writing prior to closing and have the option to terminate this agreement or not participate in the acquisition of the particular parcel.
- (b) The County will assist the District with the vacation of any roadways, existing, dedicated or reserved on any parcels purchased.
- (c) Environmental audits will be performed by a qualified expert in the field of environmental engineering and in accordance with the standards as defined in Exhibit "D", attached hereto and incorporated herein. A copy of the audit will be supplied to the County. If the audit or any subsequent investigations reveal conditions that are acceptable to the District but not acceptable to the County, then the County shall notify the District in writing prior to closing and have the option to terminate this agreement or not participate in the acquisition of the particular parcel.
- (d) The District will supply the County with a survey certified within ninety (90) days of closing showing the legal boundaries and signed and sealed by a licensed Florida Surveyor. The District will have all encroachments objectionable to the County removed before requesting funding from the County or reach an agreement with the County regarding the encroachment(s).

4. Paragraph 4 - is deleted in its entirety and replaced by the following:

LAND ACQUISITION: Upon execution of this Agreement, the District will proceed with the purchase of the parcels that constitute the Project.

5. Paragraph 5 - is deleted in its entirety and replaced by the following:

FUNDING: The District will proceed with negotiating purchase agreements and obtaining their approval by the Northwest Hillsborough Basin Board and the from the District's Governing Board. Funds will then be requested from the Water Management Lands Trust Fund (SOR) and/or Preservation 2000 (P2000).

Within one hundred eighty (180) days of closing on any parcel, provided the purchase price is within the appraised values for the property and is acceptable to the County, the County agrees to pay the District the sum of fifty percent (50%) of the purchase price or fifty percent (50%) of the average appraised value, whichever is less, and fifty percent (50%) of the direct costs of acquisition; provided that the total purchase costs to the County for all parcels within the project shall not exceed six million dollars and no cents (\$6,000,000.00).

Notwithstanding the above provisions, the District and the County agree that reimbursement by the County for the "First Parcel", "the Property" will be fifty percent (50%) of the land acquisition cost and one hundred per cent (100%) of the water and sewer hookup fee costs. Direct costs of acquisition will be determined at a later date.

6. Paragraph 6 is deleted in its entirety and replaced by the following:

CONTINGENCY FOR COUNTY FUNDING: The District agrees that the purchase of parcels is being reviewed by County for acquisition through the Environmental Lands Acquisition and Protection Program (ELAPP). The District agrees that until such acquisitions are approved by the Hillsborough County Board of County Commissioners, participation by the County cannot be guaranteed. The County and the District agree that any acquisition by the District between the effective date of the agreement and the date that the lands under this Project may be approved for funding through the ELAP Program will be reviewed for participation by the County in accordance with this agreement. If the Hillsborough County Board of County Commissioners does not authorize funding from the ELAP Program towards the purchase of any parcel, for any reason, the County shall not be required to contribute any funds toward the purchase of those parcel(s).

7. Paragraph 7 is deleted in its entirety and replaced by the following:

FURNISHING OF STATEMENTS: Within sixty (60) days of closing on any parcel, the District will furnish the County a statement showing the purchase price and all direct costs; such direct costs being limited to documentary stamps, recording fees, title insurance, appraisals, environmental audits and certified property surveys for the acquisition of any parcel.

All other Terms and Conditions of said original Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement for the purposes stated herein, as of the date first written above.

Board of County Commissioners, Hillsborough
County, Florida

By: _____

Ed Turanchik, Chairman

Attest: Richard L. Ake
Clerk of Circuit Court

By: _____

Deputy Clerk

Approved as to form
and legal sufficiency

By: _____

(Seal)

Southwest Florida Water Management District

By: Charles A. Black
Charles A. Black, Chairman

Attest: Sally Thompson
Sally Thompson, Secretary

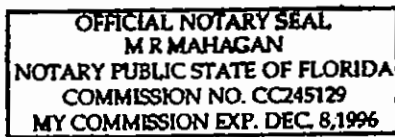
(Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 1ST day of MARCH,
1994 by Charles A. Black and Sally Thompson, Chairman and Secretary, respectively, of the Governing
Board of the Southwest Florida Water Management District, a public corporation, on behalf of the
corporation. They are personally known to me ~~or have produced~~ _____
and _____ as identification.

(Seal)



M R Mahagan
Name of Notary
M. R. MAHAGAN
(Name of Notary typed, printed or stamped)
Commission No. CC 245129
My Commission Expires: DEC. 8, 1996

This instrument prepared by:
Wayne Alfieri, Sr. Supervising Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

OFF. REC: 712101663

5131

THIS INSTRUMENT PREPARED BY: :
 :
 W. TED CONNER :
 FEDERAL DEPOSIT INSURANCE CORP. :
 Post Office Box 725003 :
 Orlando, Florida 32872-5003 :
 :
RETURN TO: :
 :
 S.W. P. M. D. :
 2774 Broad Street :
 Brooksville, FL 34609-6899 :
 :
 Parcel ID # 211185 :
 Grantee's Tax ID # 59-0965067 :

FLORIDA SPECIAL WARRANTY DEED

THIS INDENTURE made this 17th day of September, 1993, between THE FEDERAL DEPOSIT INSURANCE CORPORATION, in its Corporate Capacity, ("Grantor") and SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD), whose post office address is 2379 Broad Street Brooksville, FL 34609-6899, ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns).

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid by the said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto the Grantee the following described land, to wit:

[SEE ATTACHED EXHIBIT "A"]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way otherwise appertaining TO HAVE AND TO HOLD the same in fee simple forever, subject to all covenants, conditions and restrictions of record.

And the Grantor does hereby covenant with the said Grantee that, except as above noted, that at the time of the delivery of this deed the premises were free from all encumbrances made by Grantor and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor but against none other, except that Grantor also specially warrants against any encumbrance or cloud on title created by virtue of a mortgage recorded at Official Records Book 4487, Page 958 of the Public Records of Hillsborough County, Florida which lien has expired.

S:\LEGALRE\ALICE\SWFWMD.DEE
 08/16/93

RICHARD AKE
 CLERK OF CIRCUIT COURT
 HILLSBOROUGH COUNTY

Documentary Tax Pd - F.S. 201.02 \$ 24,500.00
 Documentary Tax Pd - F.S. 201.06 \$ _____
 Intangible Tax Pd - F.S. 199 \$ _____
 Richard Ake, Clerk Hillsborough County
 Deputy Clerk

1993 SEP 27 PM 4:40

93223391

Other than as specifically enumerated hereunder, no other covenants or warranties, express or implied, are entered into or given by this Special Warranty Deed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed in the presence of:

FEDERAL DEPOSIT INSURANCE CORPORATION, in Its Corporate Capacity,

Terry L. Day
Name: Terry L. Day
Maria Perez
Name: Maria Perez

By: Miriam Cacho 
Name: MIRIAM CACHO
Its: Attorney-In-Fact

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 17 day of September, 1993, before me personally appeared Miriam Cacho, as Attorney-In-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, in Its Corporate Capacity, personally known to me or who has produced as identification and who signed the foregoing instrument as such and and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Orlando, Florida in the County of Orange.

Terry L. Day
Print Name: Terry L. Day
NOTARY PUBLIC

My Commission Expires: 08/16/93

[NOTARIAL SEAL]

EXHIBIT "A"
(CYPRESS BEND)

PARCEL I:

That part of Tract 14 of the Southeast quarter of Section 1, Township 27 South, Range 17 East, lying South of the Southerly right of way of Lutz-Lake Fern Road AND Tracts 3 and 4 of the Northeast quarter of Section 12, Township 27 South, Range 17 East of KEYSTONE PARK COLONY, as per map or plat thereof recorded in Plat Book 5 on Page 55 of the Public Records of Hillsborough County, Florida, LESS the following described tract, to wit: From the North quarter corner of Section 12, Township 27 South, Range 17 East; thence East along the North boundary line of said Section 12, a distance of 32.00 feet to a POINT OF BEGINNING; thence continue East along said North boundary line of Section 12, a distance of 606.04 feet; thence North 01°53'00" West along the West boundary line of Tract 14 of the Southeast quarter of Section 1, Township 27 South, Range 17 East 359.37 feet to a point on the Southerly right of way line of Lutz-Lake Fern Road; thence North 77°34'20" East, along the said Southerly right of way line of Lutz-Lake Fern Road 475.59 feet; thence South 901.53 feet; thence West 1058.68 feet; thence North 440.00 feet to the aforementioned POINT OF BEGINNING.

PARCEL II:

Tract 1 and Tracts 5 to 16, inclusive, in the Northeast quarter; Tracts 8, 9, 10, 15 and 16 in the Northwest quarter; Tracts 1, 2, 7, 8, 9, 10, 15 and 16 in the Southwest quarter; and Tracts 1 to 16, inclusive, in the Southeast quarter, all in Section 12, Township 27 South, Range 17 East, KEYSTONE PARK COLONY, as per map or plat thereof recorded in Plat Book 5 on Page 55, of the public records of Hillsborough County, Florida.

PARCEL III:

Tracts 1 to 4, inclusive, and Tracts 6 to 15, inclusive, in the Northeast quarter; Tracts 1, 2, 6, 7, 8, 9, 10, 11, 12, 15 and 16 in the Northwest quarter;

CONTINUED ON NEXT PAGE . . .

EXHIBIT "A"
PAGE TWO

Tracts 1 to 12, inclusive, the East half of Tract 13 and Tracts 14, 15 and 16 in the Southwest quarter; Tracts 2 to 7, inclusive, Tracts 10 and 11 and Tracts 14 and 15 in the Southeast quarter, all in Section 13, Township 27 South, Range 17 East, KEYSTONE PARK COLONY, as per map or plat thereof recorded in Plat Book 5, on Page 55, of the Public Records of Hillsborough County, Florida, LESS that part of Tracts 13, 14, 15, and 16 in the Southwest quarter and Tracts 14 and 15 in the Southeast quarter, all in Section 13, Township 27 South, Range 17 East, KEYSTONE PARK COLONY, deeded to State of Florida by deed recorded in Official Records Book 245 on Page 39 and by deed recorded in Official Records Book 775 on Page 649 and by deed recorded in Official Records Book 765 on Page 413.

PARCEL IV:

Tract 5 in the Northeast quarter of Section 13, Township 27 South, Range 17 East, KEYSTONE PARK COLONY, as per map or plat thereof recorded in Plat Book 5 on Page 55, of the public records of Hillsborough County, Florida.

PARCEL V:

The West 42 feet of Tract 2 in the Northeast 1/4 of Section 13, Township 27 South, Range 17 East AND the West 42 feet of Tract 15 in the Southeast 1/4 of Section 1, Township 27 South, Range 17 East, lying South of the southerly right of way line for Lutz-Lake Fern Road, all in KEYSTONE PARK COLONY, as per map or plat recorded in Plat Book 5 on Page 55, of the public records of Hillsborough County, Florida.

PARCEL VI:

Tract 3 in the Northwest quarter of Section 13, Township 27 South, Range 17 East, KEYSTONE PARK COLONY, as per map or plat thereof recorded in Plat Book 5, Page 55, public records of Hillsborough County, Florida.

CONTINUED ON NEXT PAGE . . .

OFF. REC. 7121 PG 1667

EXHIBIT "A"
PAGE THREE

PARCEL VII:

Tracts 13 and 14 in the Northwest quarter of Section 13, Township 27 South, Range 17 East, KEYSTONE PARK COLONY, as per map or plat thereof recorded in Plat Book 5, Page 55, public records of Hillsborough County, Florida

LESS AND EXCEPT road right of way for Ramblewood Road deeded to Hillsborough County in Official Records Book 5115, Page 339, public records of Hillsborough County, Florida.

Handwritten initials

SWF Parcel No. 14-074-139
Approved by Attorney: *[Signature]*
Parcel I.D. No. 914.0000
HOMESTEAD PROPERTY

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla
By Andrew Barrios, D.C

R HERNANDO TITLE SERVICES, INC.
615 W. JEFFERSON STREET
BROOKSVILLE, FLA. 3460

WARRANTY DEED

This Indenture, made this 14 day of June, 1994, by and between James E. Roberts and Nila B. Roberts, whose address is 7415 Van Dyke Road, Odessa, Florida 33556, hereinafter called "the Grantors", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter called "the Grantee".

1994 JUN 14 PM 3:04
9415.726

Witnesseth, that the Grantors, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the Grantee and its successors and assigns forever all of that certain homestead real property lying and being situated in Hillsborough County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining.

The Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of the property herein described in fee simple; that the Grantors have good right and lawful authority to sell and convey the property; that the Grantors warrant the title to the property and will defend it against the lawful claims of all persons; and that the property is free of any and all encumbrances not stated in this deed, except for ad valorem taxes for 1994 and subsequent years.

In Witness Whereof, the Grantors have caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

[Signature]
Signature of Witness #1
M. R. MATHAN
(Typed/Printed Name of Witness #1)

[Signature]
James E. Roberts, Grantor

[Signature]
Signature of Witness #2
JOHN A. WANAT
(Typed/Printed Name of Witness #2)

Documentary Tax Pd - F.S. 201.02 \$ 1190.00
Documentary Tax Pd - F.S. 201.06 \$ 0
Intangible Tax Pd - F.S. 199 \$ 0
Richard Ake, Clerk Hillsborough County
By: *[Signature]* Deputy Cler

[Signature]
Signature of Witness #1
M. R. MAHAJAN
(Typed/Printed Name of Witness #1)

Nila B. Roberts
Nila B. Roberts, Grantor

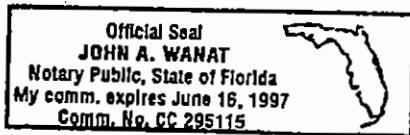
[Signature]
Signature of Witness #2
JOHN A. WANAT
(Typed/Printed Name of Witness #2)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

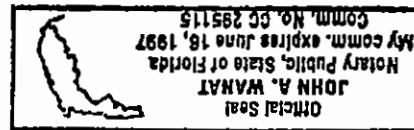
The foregoing instrument was acknowledged before me this 14 day of JUNE, 1994, by James E. Roberts and Nila B. Roberts. They are personally known to me or have produced _____ as identification.

(Seal)



[Signature]
Notary Public

(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____



This instrument prepared by and returned to: ✓
Wayne Alfieri, Senior Supervising Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Northwest Hillsborough Basin
Brooker Creek

SWF Parcel No. 14-074-139A

February 9, 1994

The West 1/4 of Tract 13 in the Southeast 1/4 of Section 13, Township 27 South, Range 17 East of KEYSTONE PARK COLONY as shown on the plat recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida;

Less right of way for Van Dyke Road as recorded in Official Record Book 772, Page 467 of the Public Records of Hillsborough County, Florida, and described as follows:

That part of:

Tract 13 in SE 1/4 of Section 13, Township 27 South, Range 17 East, Keystone Park Colony, as per map or plat thereof recorded in Plat Book 5, Page 55, Public Records of Hillsborough County, Florida,

Lying within 40 feet of the Survey Line of SR S-685-A, Section 1076, said Survey Line being described as follows:

Begin at the SW corner of Section 13, Township 27 South, Range 17 East; run thence South 89°36'50" East 2518.4 feet; thence South 89°45'35" East 2124.06 feet to the beginning of a curve concave to the Southerly having a radius of 11459.16 feet; thence Easterly along said curve 527.04 feet through a central angle of 02°38'07" to the East boundary of Section 24, Township 27 South, Range 17 East at a point 12.03 feet South of the NE corner thereof (SE corner of said Section 13).

LESS existing Right of Way.

Containing 0.37 acre, more or less.

Net area of Parcel 14-074-139A is 2.32 acres more or less.

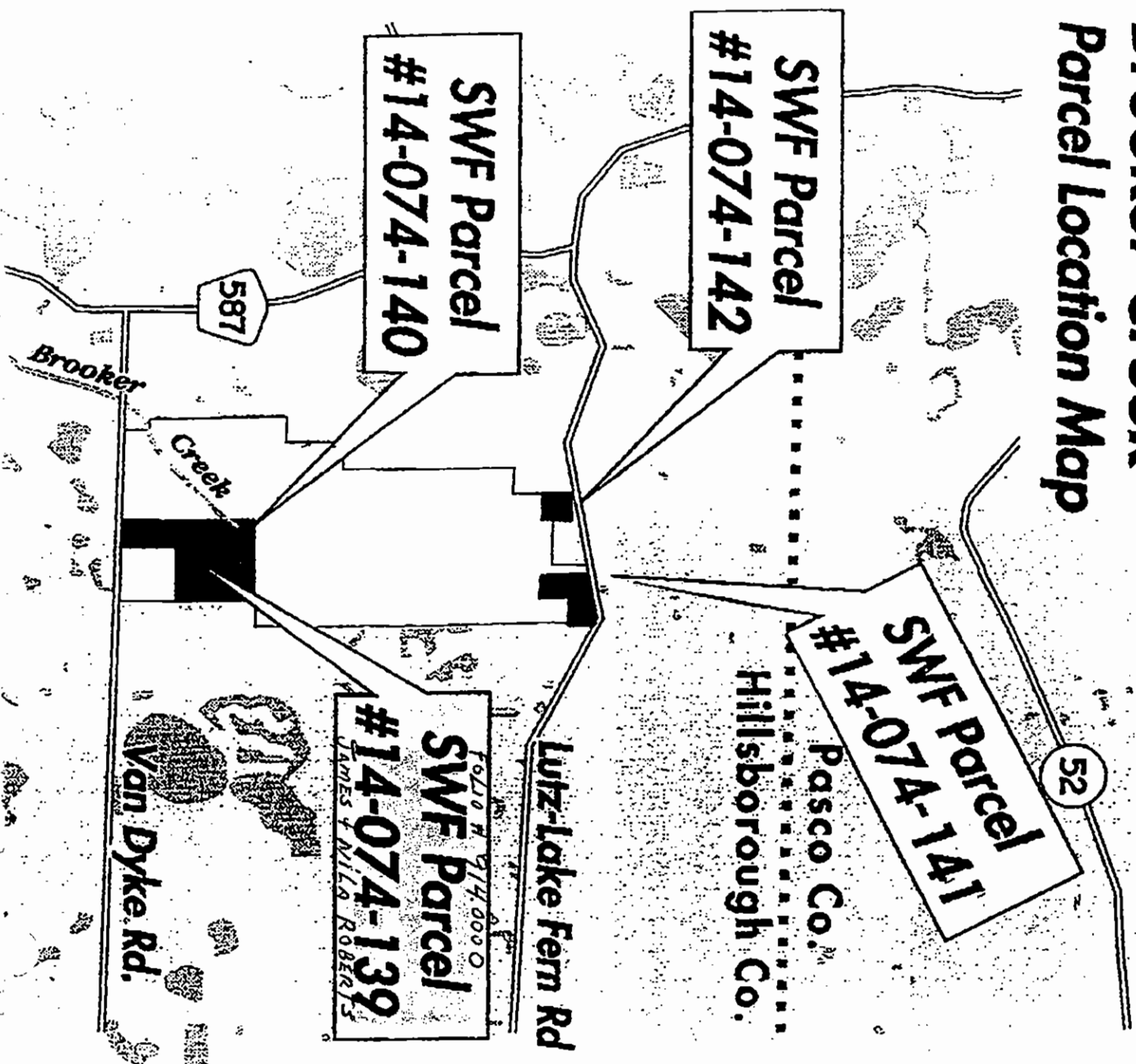
SWF Parcel No. 14-074-139B

February 9, 1994

Tract 12 in the Southeast 1/4 of Section 13, Township 27 South, Range 17 East of KEYSTONE PARK COLONY as shown on the plat recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida, less the North 400.00 feet of the West 312.00 feet of said Tract 12.

Parcel contains 6.80 acres more or less.

Brooker Creek Parcel Location Map



RECORD VERIFIED

Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla
By Andrew Barrios, D.C

SWF Parcel No. 14-074-142
Approved by Attorney: *[Signature]*
Parcel I.D. No. 890.0000

OFF: 7427PG 469
REC: 7427PG 469

WARRANTY DEED

This Indenture, made this 14th day of June, 1994, by and between Agnes Betty Falzerano, widow and surviving spouse of Vincent Falzerano, whose address is 1814 East Skagway, Tampa, Florida 33604, hereinafter called "the Grantor", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter called "the Grantee".

Witnesseth, that the Grantor, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee and its successors and assigns forever all of that certain non-homestead real property lying and being situated in Hillsborough County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the property herein described in fee simple; that the Grantor has good right and lawful authority to sell and convey the property; that the Grantor warrants the title to the property and will defend it against the lawful claims of all persons; and that the property is free of any and all encumbrances not stated in this deed, except for ad valorem taxes for 1994 and subsequent years.

In Witness Whereof, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]

Signature of Witness #1
Gerard H. Stead
(Typed/Printed Name of Witness #1)

Agnes Betty Falzerano
Agnes Betty Falzerano, Grantor, Widow
and Surviving Spouse of Vincent Falzerano

[Signature]

Signature of Witness #2
Heru Harmon
(Typed/Printed Name of Witness #2)

Documentary Tax Pd - F.S. 201.02 \$ 368.9
Documentary Tax Pd - F.S. 201.08 \$ 5
Intangible Tax Pd - F.S. 199 \$ 5
Richard Ake, Clerk Hillsborough County
By: *[Signature]* Deputy Clerk

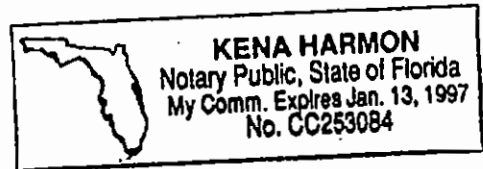
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of June, 1994, by Agnes Betty Falzerano. She is personally known to me or has produced _____ as identification.

(Seal)

Kena Harmon
Notary Public
Kena Harmon
(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____



This instrument prepared by and returned to:
Wayne Alfieri, Senior Supervising Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

sortwd\14-074.142 06-10-94

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Northwest Hillsborough Basin
Brooker Creek - Headwaters

SWF Parcel No. 14-074-142
Source: O.R. 2086, Pg. 406

January 13, 1994
Revised June 10, 1994

Tract 1 in the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 27 South, Range 17 East of KEYSTONE PARK COLONY as shown on the plat recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida.

Parcel contains 9.56 acres more or less.

crw
14074142

Brooker Creek Parcel Location Map

52

SWF Parcel
#14-074-141

Folio # 890.0000

SWF Parcel

#14-074-142

AGNES PALZERANO

Pasco Co.
Hillsborough Co.

Lutz-Lake Fern Rd

SWF Parcel

#14-074-140

SWF Parcel

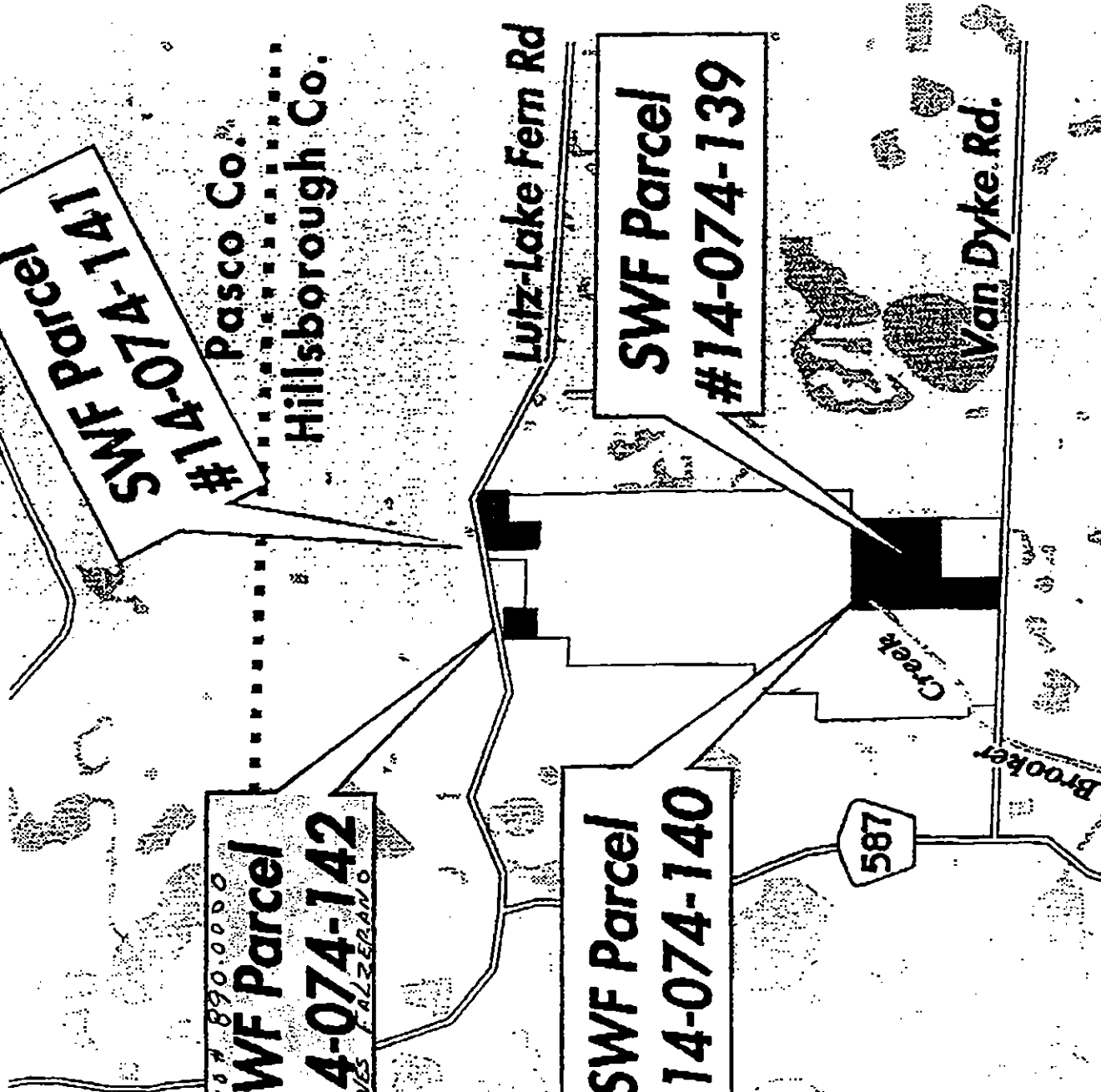
#14-074-139

587

Creek

Van Dyke Rd.

Brooker



Ret / HERNANDO TITLE
615 W JEFFERSON ST
BROOKSVILLE FL 34601

OFF. REC. 7529PG1914

SWF Parcel No. 14-074-140

Approved by Attorney: CWA

Parcel I.D. No. 914.0100

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WARRANTY DEED

This Indenture, made this 10th day of SEPTEMBER, 1994, by and between Cindy Roberts, whose address is 6512 Steeplechase Drive, Tampa, Florida 33604, hereinafter called "the Grantor", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter called "the Grantee".

Witnesseth, that the Grantor, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee and its successors and assigns forever all of that certain non-homestead real property lying and being situated in Hillsborough County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.
NOT HOMESTEAD PROPERTY

Together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the property herein described in fee simple; that the Grantor has good right and lawful authority to sell and convey the property; that the Grantor warrants the title to the property and will defend it against the lawful claims of all persons; and that the property is free of any and all encumbrances not stated in this deed, except for ad valorem taxes for 1994 and subsequent years.

In Witness Whereof, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Clifford W. Roberts
Signature of Witness #1

Clifford W. Roberts
(Typed/Printed Name of Witness #1)

Violet G Moore
Signature of Witness #2

VIOLET G MOORE
(Typed/Printed Name of Witness #2)

Cindy Roberts
Cindy Roberts, Grantor

Documentary Tax Pd - F.S. 201.02 \$ 199.50

Documentary Tax Pd - F.S. 201.08 \$ 2

Intangible Tax Pd - F.S. 199 \$ 6

Richard Ake, Clerk Hillsborough County
By: Richard A. Moore Deputy Clerk

ACKNOWLEDGMENT

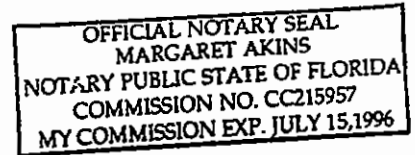
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10 day of Sept 1994, by Cindy Roberts. She is personally known to me or has produced Driver's License R183-118-0 as identification.
55-747-0

Margaret Akins
Notary Public

(Seal)

(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____



This instrument prepared by and returned to:
Wayne Alfieri, Senior Supervising Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

notwds14-074.140 09-02-94

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Northwest Hillsborough Basin
Brooker Creek

SWF Parcel No. 14-074-140

February 9, 1994

The North 400.00 feet of the West 312.00 feet of Tract 12 in the Southeast 1/4 of Section 13, Township 27 South, Range 17 East of KEYSTONE PARK COLONY as shown on the plat recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida.

Parcel contains 2.87 acres more or less.

Together with any right, title and interest Grantor may have, without representation or warranty, in and to an easement for ingress and egress described as follows:

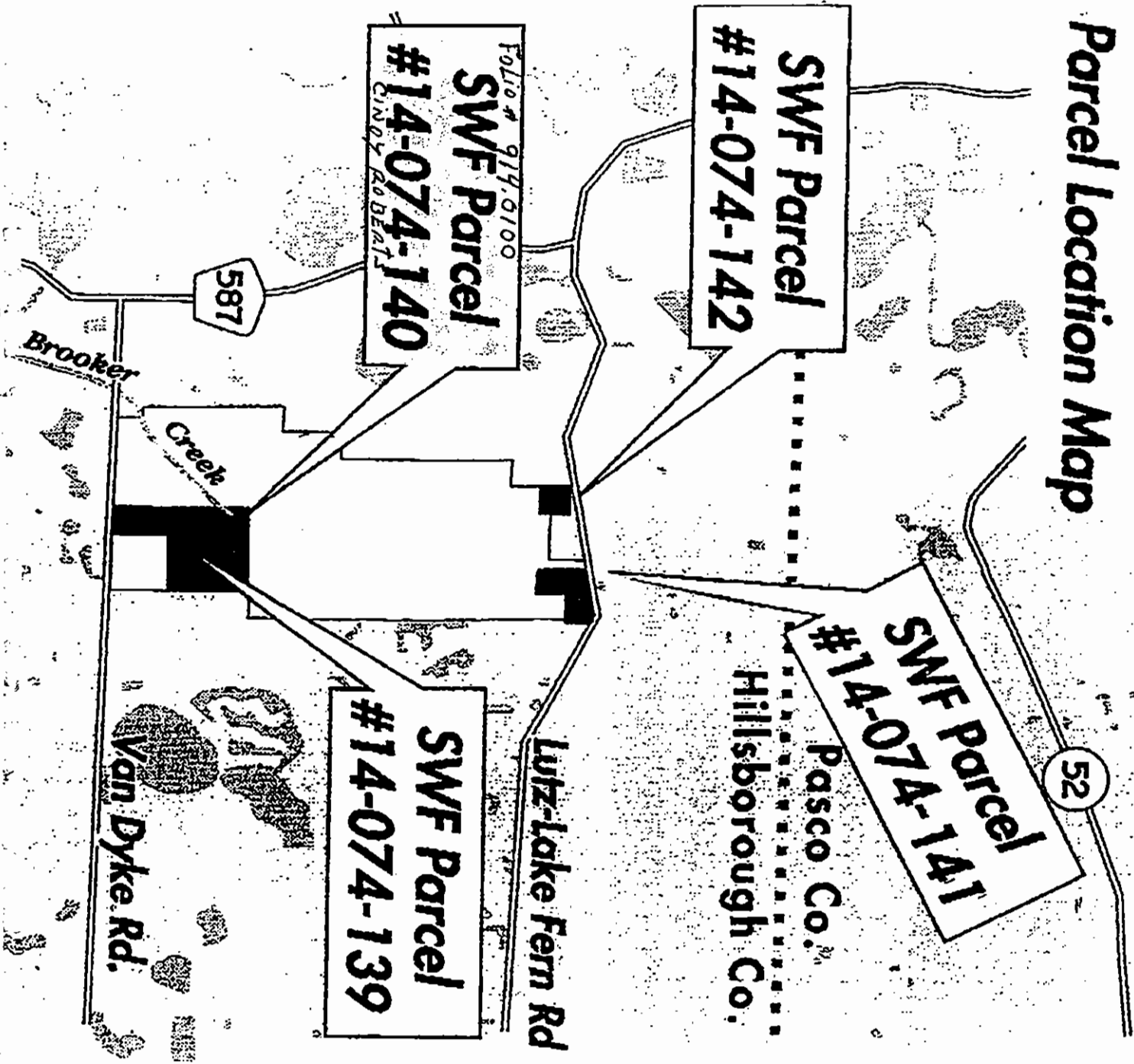
a 15-foot easement for ingress and egress over the West 15.00 feet of Tracts 12 and 13 in the Southeast 1/4 of Section 13, Township 27, Range 17, Keystone Park.

14074139.B

crw

Brooker Creek

Parcel Location Map



SWF Parcel No. 14-074-141
Approved by Attorney: [Signature]
Parcel I.D. Nos. 56.0100, 60.0000, 889.0200

Documentary Tax Pd - F.S. 201.02 \$ 1340.50
Documentary Tax Pd - F.S. 201.08 \$ 0
Intangible Tax Pd - F.S. 199.09 \$ 0
Richard Ake, Clerk Hillsborough County
By: [Signature] Deputy Clerk

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WARRANTY DEED

This Indenture, made this 27th day of April, 1995, by and between the Lutheran Church Extension Fund Missouri Synod, whose address is 1333 South Kirkwood Road, Suite 133, St. Louis, Missouri 63122, hereinafter called "the Grantor", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter called "the Grantee".

Witnesseth, that the Grantor, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee and its successors and assigns forever all of that certain non-homestead real property lying and being situated in Hillsborough County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the property herein described in fee simple; that the Grantor has good right and lawful authority to sell and convey the property; that the Grantor warrants the title to the property and will defend it against the lawful claims of all persons; and that the property is free of any and all encumbrances not stated in this deed, except for ad valorem taxes for 1995 and subsequent years.

HERNANDO TITLE SERVICES, INC.
615 W. JEFFERSON STREET
BROOKSVILLE, FLA. 34601

Brooker Creek Parcel Location Map

52

SWF Parcel
#14-074-141
LUTZ-LAKE FERN RD
PASCO CO. FL 34107-0000
LUTZ-LAKE FERN RD
PASCO CO. FL 34107-0000

Pasco Co.
Hillsborough Co.

SWF Parcel
#14-074-142

Lutz-Lake Fern Rd

SWF Parcel
#14-074-140

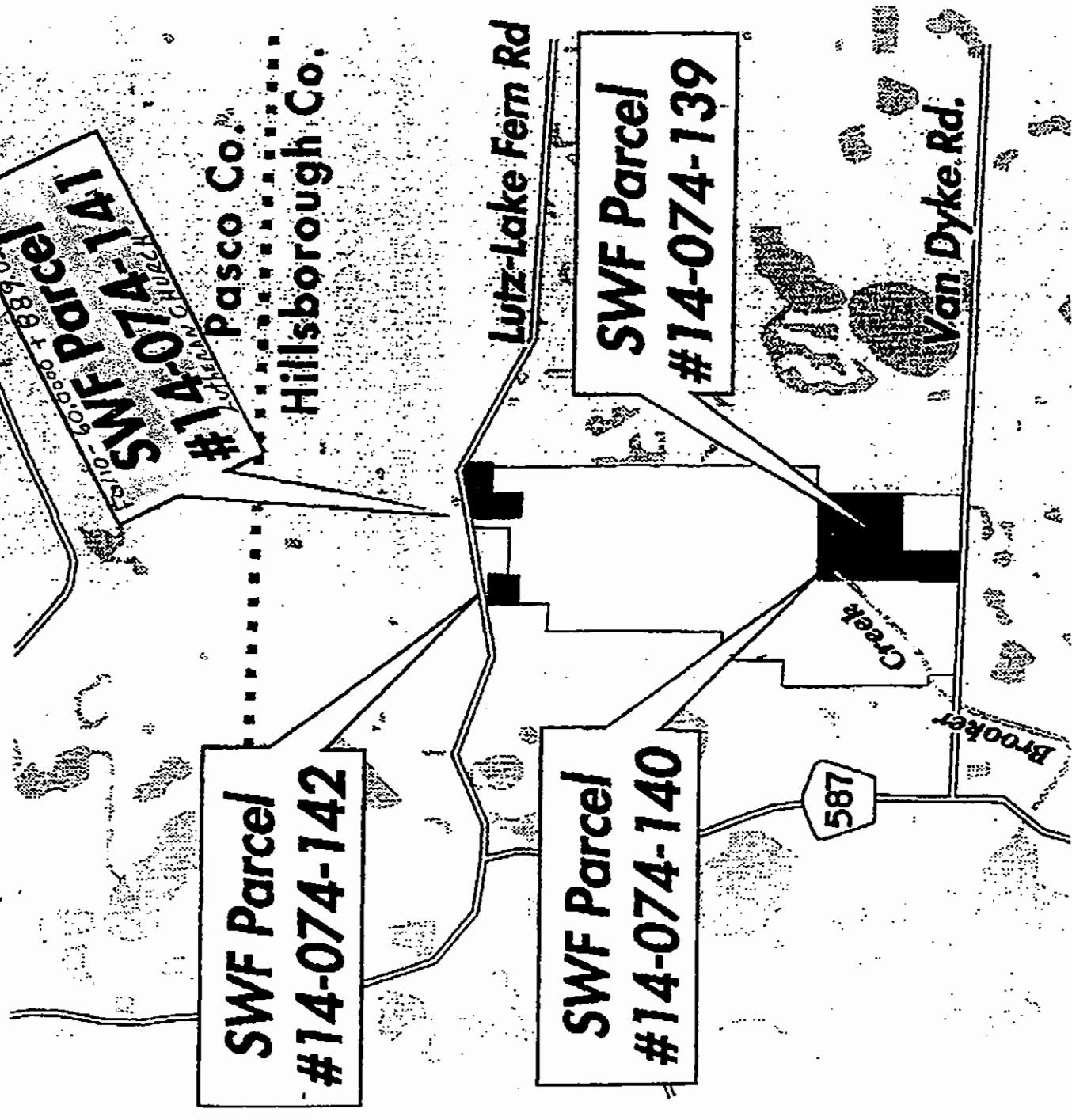
SWF Parcel
#14-074-139

587

Creek

Brooker

Van Dyke Rd.



C.

REC 078 0053

9
m

SWF Parcel No. 14-074-149
Approved by Attorney: *[Signature]*
Parcel I.D. No. 920,0000

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WARRANTY DEED

This Indenture, made this 5th day of March 1996, by and between Thomas G. Earle, as Trustee of the Thomas G. Earle Living Trust w/d 12/21/88, whose address is 18105 Gunn Highway, Odessa, Florida 33556, hereinafter called "the Grantor", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter called "the Grantee".

Witnesseth, that the Grantor, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee and its successors and assigns forever all of that certain non-homestead real property lying and being situated in Hillsborough County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the property herein described in fee simple; that the Grantor has good right and lawful authority to sell and convey the property; that the Grantor warrants the title to the property and will defend it against the lawful claims of all persons; and that the property is free of any and all encumbrances not stated in this deed.

HERNANDO TITLE SERVICES, INC.
615 W. JEFFERSON STREET
BROOKSVILLE, FLA. 34601

Documentary Tax Pd - F.S. 201.02 264240
Documentary Tax Pd - F.S. 201.06 264240
Intangible Tax Pd - F.S. 198 264240
Richard Ake, Clerk Hillsborough County
By: *[Signature]* Deputy Clerk

ESS MAR 14 PM 2:30

96061028

MAR 14 1996

REC 8078 20054

In Witness Whereof, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
In the presence of:

Thomas G. Earle, as Trustee of the Thomas G.
Earle Living Trust w/d 12/21/88

[Signature]
Signature of Witness #1

By: Thomas G. Earle
Thomas G. Earle, Trustee

ROBERT W. WILSON
(Typed/Printed Name of Witness #1)

[Signature]
Signature of Witness #2

JO A. DALL
(Typed/Printed Name of Witness #2)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th day of March
1996, by Thomas G. Earle, as Trustee of the Thomas G. Earle Living Trust w/d 12/21/88. He is
personally known to me or has produced drivers license
as identification.

[Signature]
Notary Public

(Seal)

(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____



JO A. DALL
MY COMMISSION # C00000100000
February 10, 1998
ISSUED BY: THE NOTARY BOARD, FLA.

This instrument prepared by and returned to:
Wayne Alfieri, Senior Supervising Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

noted 14-074.149 03-13-96

MAR 14 1996

"EXHIBIT A"

8078 0055

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Northwest Hillsborough Basin
Brooker Creek - Headwaters

SWF Parcel No. 14-074-149

January 22, 1996

Southeast 1/4 of Northeast 1/4 of Section 14, Township 27 South, Range 17 East, Hillsborough County, Florida.

Parcel contains 40.88 acres more or less.

SWF
14074149

MAR

1996

REC 8078 0048

3
m

SWF Parcel No. 14-074-148
Approved by Attorney: [Signature]
Parcel I.D. Nos. 979.0000 & 985.0000

Documentary Tax Pd - F.S. 201.02 \$ 1645.00
Documentary Tax Pd - F.S. 201.00 \$ 5
Intangible Tax Pd - F.S. 198.6 \$ 5
Richard Ake, Clerk Hillsborough County
By: [Signature] Deputy Clerk

WARRANTY DEED

This Indenture, made this 14 day of March 1996, by and between Joseph G. Hanson and Reta M. Hanson, his wife, whose address is 14020 Lake Bluff Court, Tampa, Florida 33624-3405, hereinafter called "the Grantors", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter called "the Grantee".

Witnesseth, that the Grantors, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the Grantee and its successors and assigns forever all of that certain non-homestead real property lying and being situated in Hillsborough County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining.

The Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of the property herein described in the simple; that the Grantors have good right and lawful authority to sell and convey the property; that the Grantors warrant the title to the property and will defend it against the lawful claims of all persons; and that the property is free of any and all encumbrances not stated in this deed.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

HERNANDO TITLE SERVICES, INC. ✓ Page 1 of 2
616 W. JEFFERSON STREET
BROOKSVILLE, FLA. 34601

MAR

REC 8078 0048
96061025

0000

REC 8078 00049

In Witness Whereof, the Grantors have caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Signature of Witness #1

M. R. Mattabon
(Typed/Printed Name of Witness #1)

John A. Wauat

Signature of Witness #2

JOHN A. WAUAT
(Typed/Printed Name of Witness #2)

[Signature]
Joseph G. Hanson

[Signature]

Signature of Witness #1

M. R. Mattabon
(Typed/Printed Name of Witness #1)

John A. Wauat

Signature of Witness #2

JOHN A. WAUAT
(Typed/Printed Name of Witness #2)

[Signature]
Reta M. Hanson

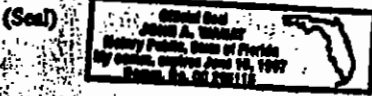
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14 day of March 1996, by Joseph G. Hanson and Reta M. Hanson, his wife. They are personally known to me or have produced Passports as identification.

[Signature]
Notary Public
JOHN A. WAUAT

(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____



This instrument prepared by and returned to:
Wayne Aiferi, Senior Supervising Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

www.14074.148 03-26-96

MAR 14 1996

"EXHIBIT A"

8078 0050

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Northwest Hillsborough Basin
Brooker Creek - Headwaters

SWF Parcel No. 14-074-148

January 16, 1996

Parcel A:

Tract 15 and 16 in the Southeast 1/4 of Section 14, Township 27 South, Range 17 East, KEYSTONE PARK COLONY, as per map or plat thereof, recorded in Plat Book 5, Page 55, Public Records of Hillsborough County, Florida, LESS right-of-way for State Road 8-685-A.

Parcel B:

Tracts 2, 7 and 10 in the Southeast 1/4 of Section 14, Township 27 South, Range 17 East, KEYSTONE PARK COLONY SUBDIVISION, according to map or plat thereof as recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida; together with an easement for ingress and egress over and across the North 42 feet of Tract 9 in Section 14, Township 27 South, Range 17 East, KEYSTONE PARK COLONY SUBDIVISION, recorded in Plat Book 5, Page 55 of the Public Records of Hillsborough County, Florida.

Parcel contains 47.47 acres more or less.

grw
14074148.

MAR

1996

Appendix J -- Security agreement between Ross and Hillsborough County

**HILLSBOROUGH COUNTY PARKS AND RECREATION DEPARTMENT
RESIDENT SITE SECURITY AGREEMENT**

THIS AGREEMENT is made and entered into this 23rd day of August, 1994, by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY"; and Richard L. Ross, the Security Resident at Brooker Creek Headwaters Preserve, hereinafter referred to as the "RESIDENT".

WITNESSETH

WHEREAS, the COUNTY desires the physical presence of the RESIDENT at the aforesaid Preserve for the sake of security; and

WHEREAS, the RESIDENT is willing to occupy housing provided by the COUNTY at the aforesaid Preserve under the terms provided herein below;

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

A. The COUNTY shall provide for the RESIDENT:

1. Living quarters at the aforesaid Preserve which are maintained in a safe, sound weather tight condition and meet or exceed all local building codes in construction and maintenance of structure;
2. Safe, potable drinking water;
3. The disposal of liquid and solid waste;
4. Electricity;
5. A reasonable yard for RESIDENT'S private use, the boundaries of which will be designated by the COUNTY, with fence if deemed necessary and contingent upon funds being available;
6. A stove and refrigerator of the COUNTY'S selection in good working order, wall to wall floor coverings, an air conditioning and heating unit, and light fixtures all of which the COUNTY will replace or repair when such repair or replacement is necessary as the result of reasonable expected wear and tear as determined by the COUNTY.

B. The RESIDENT shall:

1. Reside at the aforesaid PRESERVE in the residence provided by the COUNTY and described herein;
2. Notify the Resource Management Office and submit a Request for Leave form prior to a period of absence of more than three days from the residence due to vacation, sick leave, or other reasons;

3. Conduct routine patrols of the Preserve on a frequent basis to check for illegal activities such as off-road vehicle use, dumping, poaching, etc. Specific duties for Brooker Creek Headwaters Preserve are described in Brooker Creek Headwaters Preserve Security Resident Duties attached as Exhibit "A";
4. Assist in the enforcement of applicable rules, regulations, and ordinances by posting and maintaining signs and boundary markers, by advising visitors to the Preserve of same, and by reporting violations as detailed below in section B, 5. Under no circumstances shall RESIDENT subject self to personal risk by deliberate involvement in confrontational situations with violators. Preserves are normally open to the public for foot traffic during daylight hours. Exceptions may be granted by the Resource Management Office of the Parks and Recreation Department. RESIDENT shall be notified of all persons with vehicular or after hours access to the Preserve.
5. Report any incidents to the COUNTY in a timely manner. Emergencies shall be reported immediately in the following sequence:
 - Contact the Sheriff's Office, 911
 - During normal hours, Monday-Friday 8 a.m.-5 p.m. call: Resource Management Office, 744-5610, or Administrative Office, 975-2160.
 - After hours, contact one of the following, in order below:
 - 1) Rob Heath, Env. Supervisor, 973-2737 or 266-5255 (pager) , or
 - 2) Peter Fowler, Section Manager, 961-5497, or
 - 3) Ed Radice, Director, 985-2143

Following any emergency, a written report must be submitted to the COUNTY, with case number if applicable, at the following address:

Resource Management
Hillsborough County Parks and Recreation Department
310 N. Falkenburg Road
Tampa, Florida 33619
Attn: Rob Heath

6. Maintain outside areas adjacent to the residence in a neat, clean, well kept manner. RESIDENT shall not plant, or allow to be planted, invasive non-native vegetation in the yard or any other portion of the Preserve;
7. Maintain the interior of the residence in the good, clean condition that existed prior to moving in, fair wear and tear excepted; repairs for damage to furnishings which is determined to be the result of negligence on the part of the RESIDENT will be paid for by the RESIDENT; carpets or other floor covering will be maintained in a clean condition free of stains, odors or burns, and unusual wear or soiling of carpets will be corrected by replacement or cleaning at the RESIDENT's expense; interior walls (i.e. painted, wall papered, paneled) will be maintained in a good, clean condition excepting normal wear and tear;
8. Not alter the existing colors of the exterior painted surfaces, roofing, or interior painted surfaces except upon prior written approval by the COUNTY;

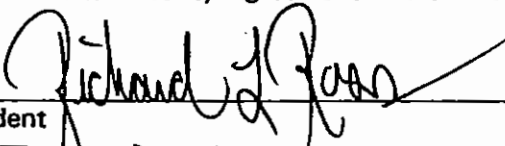
9. Be responsible for all personal furnishings utilized except when damage thereto is the direct result of the COUNTY's failure to maintain the residence as required herein;
10. Obtain prior written approval from the COUNTY for any alteration to the condition of the residence; any such request must be accompanied by a written or drawn plan; all such alterations must be in conformity to the existing architectural character of the residence and meet all local codes and permitting requirements; all such alterations, improvements or additions so authorized and made shall become and remain the property of the COUNTY;
11. Obtain prior written approval from the COUNTY to permit guests of the RESIDENT (other than immediate family) to stay in the residence for periods of more than thirty (30) days;
12. Obtain prior written approval from the COUNTY to permit out-buildings in the area of the residence;
13. Be responsible for personal pets and domestic animals which shall not be a nuisance; under no circumstances shall dogs or cats be allowed to roam freely beyond the RESIDENT's yard area;
14. Permit a representative of the COUNTY's Parks and Recreation Department or their designee access to the residence to determine its condition with prior notice of not less than forty-eight (48) hours.

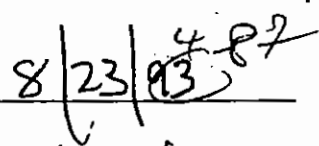
C. During the term of this Agreement, the COUNTY will indemnify and hold the RESIDENT harmless from any and all liability, damages, claims or demands which may arise out of any condition of the premises within the control of the COUNTY to the extent provided by law. During said term the RESIDENT will indemnify and hold the COUNTY harmless from any and all liability, damages, claims or demands which may arise due to the RESIDENT's negligent use of the said residence.

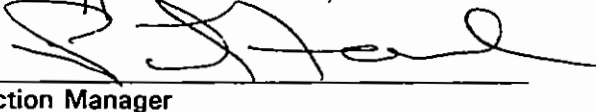
D. Occupancy of the aforesaid residence shall begin on August 23, 1994, and shall end upon termination of this Agreement as provided herein below or within ninety (90) days after expiration of the RESIDENT's employment with the Hillsborough County Parks and Recreation Department or a State of Florida or Hillsborough County law enforcement agency.

E. This Agreement may be terminated at will by either party hereto giving ninety (90) days prior written notice thereof to the other.

I, the undersigned, have read the aforementioned rules and regulations and agree to obey the Resident Site Security Agreement of the Hillsborough County Parks and Recreation Department.


 Resident


 Date


 Section Manager

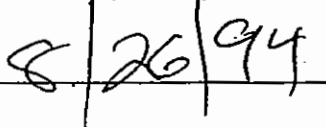

 Date

EXHIBIT "A"

Brooker Creek Headwaters Preserve Security Resident Duties

Security Resident is required to keep a detailed daily log of all activities and occurrences at the Preserve site. Site inspection reports shall be submitted following each interior patrol event. Incident reports shall be submitted on an as needed basis.

Daily Patrol:

-Visually check boundaries along Ramblewood, Van Dyke Road, and Brown Road to determine if unauthorized vehicular access has occurred.

-If access is detected, report to Resource Management Office.

-Investigate to determine purpose of unauthorized access, i.e. dumping, ORV use, poaching, etc. Do not risk personal injury. Contact appropriate law enforcement agency if you believe trespassers are still on site and pose a threat.

-Report illegal dumping on R/W adjacent to site to Solid Waste Department.

-Empty trash receptacles at designated access points if available.

-Check signs along boundaries and at access points if applicable. Repair or replace "posted" signs as necessary.

Weekly or as Needed Patrol:

-Check interior of site by driving all appropriate access roads.

-Record and report general site condition, wildlife species observed, public use of site, site management concerns.