

GEMINI SPRINGS ADDITION

Land Management Plan

Middle St. Johns River Basin
County of Volusia, Florida

Prepared by the
County of Volusia

Approved by the
St. Johns River Water Management Governing Board
on March 14, 2017

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SUMMARY

Gemini Springs Addition
County of Volusia, Florida

Acres: 948 +/-

Location: City of DeBary, Volusia County, on the west shore of Lake Monroe, north of the St. Johns River and west of Interstate 4 (I-4).

Acquisition: The St. Johns River Water Management District (District) acquired the Hugh West (Empire Cattle Company) Tract and the Woodruff Tract in 1999. These two tracts comprise the "Gemini Springs Addition." The Gemini Springs Addition was conveyed to the County of Volusia (County) on _____, 2017. Concurrent with this conveyance, the County granted to the District a conservation easement governing certain activities on and uses of the Gemini Springs Addition (Conservation Easement), attached hereto as Exhibit 1.

Funding Sources: Florida Department of Transportation (FDOT) mitigation funds for projects on I-4 and State Road 417 (SR 417).

Key Resource Issues: The property was acquired by the District as two separate parcels, both of which were purchased with FDOT mitigation funds for the widening of I-4 and the completion of SR 417. In December 2012, the District Governing Board approved the 2012 District Lands Assessment Implementation Plan which identified Gemini Springs Addition for donation to the County. The District Governing Board agreed to transfer the Gemini Springs Addition to the County on June 14, 2016.

The proximity to two major highways makes prescribed burning difficult. Other management techniques that have been used to reduce fuel loads include mowing and chopping. Additionally, District staff planted 75 acres in pine trees. There is an out parcel owned by FDOT that was used for borrow material. FDOT created a retention pond to contain stormwater runoff from the newly constructed bridgework over the St. Johns River and associated shoreline of Lake Monroe. The County developed a paved trail through the property that connects Gemini Springs Park to Lake Monroe Park (both County owned parks).

GENERAL DESCRIPTION OF KEY RESOURCE ISSUES:

Water Resources – Water resources associated with the Gemini Springs Addition consist of Mullet Lake, Gemini Springs, Padgett Creek (a.k.a. DeBary Creek), Lake Monroe, and the St. Johns River. These water bodies are classified as Class III waters by the Florida Department of Environmental Protection (FDEP), providing for recreation and the propagation and maintenance of a healthy, well-balanced population of fish and wildlife.

Security – County staff routinely patrol the property, and the Volusia County Sheriff's office and the Florida Fish and Wildlife Conservation Commission (FWC) are contacted when necessary.

Restoration – Slash pines (*Pinus elliottii*) have been planted in the improved pasture areas.

Fire – The close proximity to two major highways creates a smoke management concern. Staff

will use mechanical means to reduce fuel loads on the property as necessary.

Invasive and/or Exotic Species – The primary targeted invasive and/or exotic species found on the property are tropical soda apple, or TSA (*Solanum viarum*), cogongrass (*Imperata cylindrica*), Chinese tallow (*Sapium sebiferum*), hairy indigo (*Indigofera hirsuta*), cattails (*Typha spp.*), wild balsam apple (*Mordica charantia*), air potato (*Dioscorea bulbifera*), Brazilian Pepper (*Shinus terebinthifolius*), Caesars' weed (*Urena lobate*) and camphor tree (*Camphora cinnamomum*).

Wildlife and Plants – Wildlife found on the property include many species of birds including a great blue heron (*Ardea herodias*) rookery, bald eagle's nest (*Haliaeetus leucocephalus*), osprey (*Pandion haliaetus*), white ibis (*Eudocimus albus*), great egret (*Ardea alba*) and snowy egret (*Egretta thula*). FDOT consultants conducted a plant survey prior to impacts from the I-4 widening project, and an aerial survey looking at avian species was conducted in 2000.

Cultural Resources – There are no historic structures on the property. The area has been identified as high probability for archaeological sites in several cultural resource surveys, but no comprehensive survey has been conducted. There are four sites recorded on the Florida Master Site File. Lake Monroe Outlet Midden (8V053) has been determined eligible for the National Register of Historic Places by the SHPO. Midden Site 1 (VO7238) has been determined ineligible for the National Register. Dean Sligh (VO451), a historic refuge and lithic scatter site, and a historic shipwreck (8VO1970) have not been evaluated. No ground disturbance is anticipated, but should that be needed, monitoring and/or surveying would be required. County staff members are recognized as Certified Archaeological Monitors by the Florida Department of State Bureau of Archaeological Research and shall direct any such activity. The County's Historic Preservation Officer would coordinate these activities with required state and federal agencies as well. Appropriate protection of identified or suspected sites will be implemented.

Key Land Use/Recreation Issues: This conservation area provides opportunities for a variety of recreational uses including fishing, hiking, bicycling, horseback riding, canoeing, kayaking, and wildlife viewing/nature study. Some of these activities are seasonal.

GENERAL DESCRIPTION OF KEY LAND USE/RECREATION ISSUES:

Access – Access to the property is from Gemini Springs Park, U.S. 17-92 and Lake Monroe Park. Public parking is located at Gemini Springs Park and Lake Monroe Park.

Public Recreation – The property will be open to the public for fishing, hiking, bicycling, horseback riding, canoeing, kayaking, and wildlife viewing/nature study.

Coordination of Agreements – The County will honor agreements as required by the District and listed in this Land Management Plan.

Leases and Easements – The property contains an FDOT drainage easement, a Florida Power & Light Company easement, and an AT&T easement. An additional drainage easement was reserved by the Empire Cattle Company along a portion of the northwesterly line of the Gemini Springs Addition adjacent to the Gemini Springs Park property.

LAND MANAGEMENT PLAN

Gemini Springs Addition
County of Volusia, Florida

INTRODUCTION

This document provides guidelines for land management activities to be implemented within the Gemini Springs Addition (property) over the next ten years.

The Gemini Springs Addition is in the City of DeBary in Volusia County, on the west shore of Lake Monroe and north of the St. Johns River. (See Figure 1: General Location and Figure 2: Aerial Photograph). Two major highways are on the south and west boundaries. Interstate 4 (I-4) bisects the property and U.S. 17-92 runs along the west boundary. The property serves as mitigation to offset wetland impacts from the widening of I-4 and the completion of State Road 417 (S.R. 417) by the Florida Department of Transportation (FDOT).

CONSERVATION AREA OVERVIEW

Regional Significance

The Gemini Springs Addition protects the west shore of Lake Monroe from direct stormwater runoff from adjacent roadways. The Gemini Springs Addition creates a contiguous corridor between Gemini Springs Park and Lake Monroe Park (both County owned parks). A trail connects all three properties for public recreation.

Acquisition History

The Gemini Springs Addition is comprised of two parcels acquired by the St. Johns River Water Management District (District). (See Figure 3: Property Acquisition).

The 815-acre parcel known as the Hugh West Tract (Empire Cattle Company, LA 98-71) was acquired on March 24, 1999 for \$4,011,690. It is west of I-4, north of Old DeLand Road, east of U.S. 17-92, and south of Gemini Springs Park and Dirksen Drive. The parcel contained a 54 +/- acre pond owned by FDOT prior to the District's purchase of this parcel (North Outparcel). The Hugh West Tract (Empire Cattle Company) was acquired with funds from FDOT as mitigation for the expansion of the I-4 corridor and for the purpose of preserving and enhancing wetlands associated with the West Lake Monroe Project Area.

As part of the overall construction plan for I-4, a 29.495-acre portion of the Hugh West Tract (Empire Cattle Company) was conveyed to FDOT by the District. This property was used for borrow material during construction and is now a retention pond to contain stormwater runoff from the newly constructed bridgework over the St. Johns River and associated shoreline of Lake Monroe (South Outparcel).

The 162-acre parcel known as the Woodruff Tract, (LA 91-54) was acquired on May 10, 1999 for \$1,292,000. It is east of U.S. 17-92, north of Lake Monroe Park, and south of the Hugh West Tract (Empire Cattle Company). The Woodruff Tract was acquired with funds from FDOT as mitigation for the remaining segment of S.R. 417 (Eastern Beltway) and for the purpose of

preserving and enhancing wetlands associated with the West Lake Monroe Project Area.

Zoning

The Gemini Springs Addition is zoned Conservation (C) and Resource Corridor (RC). The C classification is applied to certain lands which are either owned or controlled by a governmental agency. The RC classification is intended to protect natural resource corridors. These natural resource corridors consist of environmentally sensitive or ecologically significant lands that connect to other protected areas, such as parks and water. The Future Land Use Map (FLUM) designations for the Gemini Springs Addition are Environmentally Sensitive Lands and Public/Institutional according to the City of DeBary adopted FLUM.

Cooperative Agreements

Prior to the conveyance of the Gemini Springs Addition from the District to the County, the District and the County entered into an intergovernmental management agreement designating the County as the lead manager for public access and recreation on the property, while the District managed the natural and cultural resources. After the conveyance of the Gemini Springs Addition from the District to the County, the County shall be responsible for all management activity. Therefore, the existing intergovernmental management agreement shall be amended or cancelled as required.

Leases, Easements and Permits

The Gemini Springs Addition contains an FDOT drainage easement, a Florida Power & Light Company easement, and an AT&T easement. (See Figure 4: Easements).

An additional drainage easement was reserved by the Empire Cattle Company along a portion of the northwesterly line of the Gemini Springs Addition adjacent to the Gemini Springs Park property, as depicted on the Blackwell & Associates Land Surveyors, Inc., survey dated February 3, 1999.

The County shall comply with all applicable permits and permit conditions governing the Gemini Springs Addition, including Special Condition #2 in the Department of the Army Permit #SAJ-2000-01871(IP-JG). To the extent the conveyance of the Gemini Springs Addition from the District to the County requires any action regarding such permits, such action shall be taken by the County.

Conservation Easement

The County shall comply with the Conservation Easement over Gemini Springs Addition granted by the County to the District at the same time the District conveyed the property to the County, on _____, 2017. The Conservation Easement governs certain activities on and use of the Gemini Springs Addition and is attached hereto as Exhibit 1.

NATURAL RESOURCES OVERVIEW

Topography and Hydrology

Of the 948 acres in the Gemini Springs Addition, approximately 48 percent is upland and approximately 52 percent is wetland. The western, southern, and northern portions of the Gemini Springs Addition are primarily comprised of forested uplands and improved pasture. The wetlands are a combination of open water, floodplain marsh, floodplain forest and hydric hammock. Mullet Lake is a natural water body found within the northwestern section of the Gemini Springs Addition. Encompassing approximately 60 acres, Mullet Lake joins with DeBary Creek, and ultimately flows into Lake Monroe. A borrow pond located at the northeastern corner and a retention pond adjacent to I-4 were created by FDOT during the I-4 construction. In addition, the St. Johns River flows along the southern border of the Gemini Springs Addition connecting to Lake Monroe, which borders the Gemini Springs Addition to the east.

In general, the topography is higher in elevation to the west/southwest, sloping to the east/northeast toward Lake Monroe and its floodplain. Elevations (NAVD 88) within the Hugh West Tract (Empire Cattle Company) are generally between the 0 and 5 foot contours toward the east, and up to 20 feet in the northwest corner. (See Figure 5: Generalized Topography).

Elevations within the Woodruff Tract range from 0 to 10 feet, with the highest elevations located in the central portions of the Tract, sloping toward Lake Monroe to the east/northeast and toward the St. Johns River to the south/southwest.

Federal Emergency Management Agency (FEMA) data indicates that more than 71 percent of the parcel is within the 100-year floodplain. The remainder of the property is within the 500 year floodplain. (See Figure 6: 2014 FEMA Flood Insurance Rate Map).

Wildlife

Numerous avian species including red-shouldered hawk (*Buteo lineatus*), osprey (*Pandion haliaetus*), great blue heron (*Ardea herodias*), cattle egret (*Bubulcus ibis*), great egret (*Ardea alba*), snowy egret (*Egretta thula*) and a diverse number of waterfowl have been observed flying over or residing on the Gemini Springs Addition. Several osprey nests and a great blue heron rookery have been observed within the Woodruff Tract, near the I-4 bridge. Staff has documented a bald eagle's (*Haliaeetus leucocephalus*) nest on the property. (See Figure 7: Eagle Nest Location).

Other wildlife found on the Gemini Springs Addition include white-tailed deer (*Odocoileus virginianus*), American alligator (*Alligator mississippiensis*), raccoon (*Procyon lotor*), and wild turkey (*Meleagris gallopavo*). Florida black bear (*Ursus americana floridana*) tracks have been found as well.

Exotic wildlife species found on the property include feral hogs (*Sus scrofa*), coyote (*Canis latrans*), brown anole (*Anolis sagrei*), and nine-banded armadillo (*Dasypus novemcinctus*).

Land Cover

There are four natural communities, and other areas including improved pasture and planted pines on the Gemini Springs Addition. (See Figure 8: Land Cover). The majority of the property is floodplain marsh and hydric hammock.

Table 1. Acres for each type of land cover and percent uplands and wetlands.

| Natural Communities | Acres |
|----------------------------|--------------|
| Floodplain Marsh | 394 |
| Hydric Hammock | 310 |
| Floodplain Swamp | 17 |
| Depression Marsh | 5 |
| Other | Acres |
| Water | 84 |
| Planted Pine | 60 |
| Ruderal | 52 |
| Transmission Line | 23 |
| | |
| Percent Wetland Vegetation | 86 |
| Percent Upland Vegetation | 14 |

Floodplain Marsh: Almost 42 percent (394 acres) of the property is composed of floodplain marsh. The marsh supports sand cordgrass (*Spartina bakeri*), cattail (*Typha* spp.), various species of rushes (*Juncus* spp.), and other herbaceous wetland species. Floodplain marsh burns every 1 to 5 years.

Hydric Hammock: This plant community is found mostly on the southern end of the property and total approximately 310 acres. Plants such as cabbage palms (*Sabal palmetto*), laurel oak (*Quercus laurifolia*), water oak (*Quercus nigra*), red cedar (*Juniperus virginiana*), red maple (*Acer rubrum*), sweetbay (*Magnolia virginiana*), sweetgum (*Liquidambar styraciflua*), and saw palmetto (*Serenoa repens*) are found in these low, flat, wet sites. *Hydric hammocks* are non-pyric plant communities due to a lack of ground cover to carry fire. The hydric hammock on Gemini Springs Addition likely has expanded due to lack of fire in surrounding upland habitat.

Floodplain Swamp: There are 17 acres of floodplain swamp located in the southern-most portion of the property, where I-4 bisects the property. This plant community occurs on the floodplain at a slightly higher elevation than the floodplain marsh. The dominant tree species are laurel oak, water oak, red maple, sweetgum, and southern magnolia (*Magnolia grandiflora*). Other species include wax myrtle (*Myrica cerifera*), saw palmetto, Florida elm (*Ulmus americana*) and sweetbay. This is not a fire dependent plant community.

Depression Marsh: There are approximately five acres of depression marsh scattered throughout the floodplain marsh. Typical vegetation includes pickerelweed (*Pontederia cordata*), St. John's-wort (*Hypericum* spp.), sedges and rushes. This plant community is dependent on fire to maintain its open character and decrease the amount of encroaching shrubby vegetation. The proximity to two major highways makes prescribed burning difficult so the County shall implement strategies to replace or augment fire.

Disturbed Uplands: Approximately 60 acres of improved pasture have been planted in slash pine (*Pinus elliottii*). Another 52 acres are classified as ruderal.

Soils

Thirteen different soil types have been identified on the Gemini Springs Addition. (See Figure 9: Soils). The predominant soil types found on the property are described below.

Bluff soils have a sandy clay loam composition and are the dominant soil type of the wetlands on the property. Being a hydric soil, it consists of nearly level, very poorly drained sediments that are associated with the St. Johns River drainage system.

Eau Gallie soils are described as fine sandy soils with slopes ranging from 0 to 2 percent. Occurring in broad flatwood areas, these soils are nearly level and poorly drained. This soil type is located in various sections throughout the property.

Farmton soils are a fine sandy series that occur nearly level with very poor drainage. The soils contains saturation within 10 inches of the surface in late summer and in early fall under natural conditions. Farmton soils emerge in broad flatwood areas with less than a 2 percent slope.

Gator muck soils consist of nearly level, very poorly drained organic soils. They form in moderately thick beds of hydrophytic non-woody plant remains underlain by loamy and sandy material. This soil type is a hydric soil occurring in freshwater swamps and marshes, as well as on flood plains of creeks, rivers, and lakes.

Wabasso soils are fine sand, nearly level, and poorly drained. These soils form in beds of marine, sandy and loamy materials that are influenced by alkaline material and occur in broad flatwood areas and depressions with less than a 2 percent slope. The soils contain saturation within 10 inches of the surface in late summer and in early fall under natural conditions. Normally, depressions are seasonally ponded.

PAST MANAGEMENT SUMMARY

On August 25, 2016, the Department of the Army found that the District has met the conditions for mitigation required by Special Condition 2 of Permit #SAJ-2000-01871(IP-JG). Details of the land management activities by the District are contained in the District's March 2006 Land Management Plan for the Gemini Springs Addition, and on file with the District's Bureau of Real Estate Services. A summary of these activities is attached hereto as Exhibit 3.

RESOURCE PROTECTION AND MANAGEMENT

Water Resource Protection and Strategies

The property protects part of the north shoreline of Lake Monroe from direct stormwater runoff. Prior to the conveyance of the Gemini Springs Addition from the District to the County, an area of hammock was impacted by the construction of the retention pond and access road. The impact resulted in inhibiting surface water flow creating an impoundment south of the access

road. An investigation of the problem by the District revealed that two culverts had been inadvertently stopped up during the access road construction. The culverts were cleaned, ending the impounded condition. Prior to this solution, the prolonged duration of flooding affected the natural communities in the impounded area. The District monitored the area after establishing normal water flow following the culvert cleanout. Replanting with indigenous wetland species was planned if the affected area did not recover; however, after monitoring the area for several months, evidence of recovery was observed and replanting was unnecessary.

After the conveyance of the Gemini Springs Addition from the District to the County, the County shall monitor the area to ensure continued recovery and routinely check and clear the culverts, if necessary.

Fire Management and Strategies

Fire is an essential tool for land management in Florida. It plays a vital role in maintaining natural landscapes. On the Gemini Springs Addition, lack of fire, disrupted hydrology and past cattle grazing activities in the floodplain marsh have resulted in an increase in cover of shrubby and weedy species in the marsh. The use of prescribed fire as a management tool would be difficult due to major highways, residential areas, powerlines and other smoke sensitive areas adjacent to the property.

Since the District's acquisition of the property, there have been no prescribed burns or wildfires on the property. To replace or augment fire, the County's strategies shall include mechanical treatments, such as roller chopping and mowing, to restore the herbaceous nature of the freshwater marsh system. A fire management plan is attached hereto as Exhibit 4.

Forest Management and Strategies

Chapter 253.036, Florida Statutes, requires the lead agency of state lands to prepare a forest resource analysis, "...which shall contain a component or section prepared by a qualified professional forester which assesses the feasibility of managing timber resources on the parcel for resource conservation and revenue generation purposes through a stewardship ethic that embraces sustainable forest management practices if the lead management agency determines that the timber resource management is not in conflict with the primary management objectives of the parcel." The following section fulfills this requirement.

At the time of acquisition by the District, remnant slash pine (*Pinus elliottii*) occurred on the Gemini Springs Addition. No pine forests or areas requiring management were present. In an effort to restore the pine canopy, approximately 75 acres of improved pasture historically used for cattle grazing were planted in 2002 with south Florida slash pine. When planting trees, every effort is made to evaluate soil conditions and determine the appropriate native species to plant. Soil surveys indicated that slash pine is the correct species. Pines were planted densely in an effort to control prolific noxious weed species that often succeed in feral pastures. Pines were planted in densities of 700 to 726 seedlings per acre. As the planted trees mature they will begin to shade out some of the undesirable weeds.

Thinning of the planted pine area may be needed to improve natural community health and to strive toward an eventual multi-aged structure. Thinning, mechanical treatments and herbicide may be used to restore and maintain natural community structure and diversity. The County

shall allow the area to seed in naturally and evaluate thinning as an option on an annual basis.

Wildlife and Strategies

The County shall continue the District's efforts to manage the property through roller chopping or mowing, as necessary to improve habitat for wildlife species. Additionally, the County shall continue the District's efforts to record on-site observations.

Listed Species and Strategies

Plants: No listed plant species have been identified on the property.

Animals: A variety of listed birds utilize the property including wood storks, bald eagle, snowy egret, little blue heron, tricolored heron, and white ibis. Other protected species include the American alligator.

The County shall continue to add to the species list as needed, and identify special protection areas and management strategies for threatened, endangered, or imperiled species and communities if necessary. Current plants and animals are listed in Exhibit 2, attached hereto.

Invasive and/or Exotic Species and Strategies

Plants: Maintenance control using herbicides is necessary to prevent proliferation of invasive and/or exotic species. Control of these species is problematic but vital to maintaining the ecological integrity of natural communities. Species that are treated on the property include Chinese tallow, camphor tree, cogongrass, cattails, Brazilian Pepper, air potato, Caesar's weed and tropical soda apple. An Invasive and/or Exotic Species Management Plan is attached hereto as Exhibit 5.

Animals: Feral hogs, coyotes, brown anole, and nine-banded armadillos are found on the property. An Invasive and/or Exotic Species Management Plan is attached hereto as Exhibit 5.

Cultural Resources Protection and Strategies

There are no historic structures on the property. The area has been identified as high probability for archaeological sites in several cultural resource surveys, but no comprehensive survey has been conducted. There are four sites recorded on the Florida Master Site File. Lake Monroe Outlet Midden (8V053) has been determined eligible for the National Register of Historic Places by the SHPO. Midden Site 1 (VO7238) has been determined ineligible for the National Register. Dean Sligh (VO451), a historic refuge and lithic scatter site, and a historic shipwreck (8VO1970) have not been evaluated. No ground disturbance is anticipated, but should that be needed, monitoring and/or surveying would be required. County staff members are recognized as Certified Archaeological Monitors by the Florida Department of State Bureau of Archaeological Research and shall direct any such activity. The County's Historic Preservation Officer would coordinate these activities with required state and federal agencies as well. Appropriate protection of identified or suspected sites will be implemented.

LAND USE MANAGEMENT

Access and Strategies

Access to the property is from Gemini Springs Park, U.S. 17-92 and Lake Monroe Park. Public parking is located at Gemini Springs Park and Lake Monroe Park. The County shall maintain perimeter signs to ensure public access is easily identifiable.

Recreation and Strategies

There is a multi-use paved trail from Gemini Springs Park through Gemini Springs Addition to Lake Monroe Park, an unpaved loop trail that connects to the larger trail, and other recreational trails and connections as depicted on Figure 10: Conceptual Recreation Plan. The County shall continue to maintain the existing trail system and may construct new paved or unpaved trails in compliance with the Conservation Easement governing the Gemini Springs Addition and subject to an amendment to this Land Management Plan to depict the new paved or unpaved trails.

In compliance with the Conservation Easement governing the Gemini Springs Addition, the County shall monitor the number of persons and vehicles, if any, using the property to ensure that public recreation does not negatively impact the property.

Environmental Education and Strategies

The County provides for educational opportunities on conservation lands through the Explore Volusia program. After the conveyance of the Gemini Springs Addition from the District to the County, the County will include Gemini Springs Addition in the Explore Volusia Program.

Security and Strategies

County staff routinely patrol the property, and the Volusia County Sheriff's office and the Florida Fish and Wildlife Conservation Commission (FWC) are contacted when necessary. After the conveyance of the Gemini Springs Addition from the District to the County, the County will continue such patrols.

ADMINISTRATION AND IMPLEMENTATION

Acquisition

The immediate area surrounding Gemini Springs Addition is mostly developed. Potential to acquire additional lands to protect the north shoreline of Lake Monroe is low.

Leases, Easements and Permits and Strategies

The Gemini Springs Addition contains an FDOT drainage easement, a Florida Power & Light Company easement, and an AT&T easement. (See Figure 4: Easements).

An additional drainage easement was reserved by the Empire Cattle Company along a portion of the northwesterly line of the Gemini Springs Addition adjacent to the Gemini Springs Park property as depicted on the Blackwell & Associates Land Surveyors, Inc. survey dated February 3, 1999.

The County shall not take any actions to interfere with the above easements.

The County shall comply with all applicable permits and permit conditions governing the Gemini Springs Addition, including Special Condition #2 in the Department of the Army Permit #SAJ-2000-01871(IP-JG). To the extent the conveyance of the Gemini Springs Addition from the District to the County requires any action regarding such permits, such action shall be taken by the County.

Conservation Easement and Best Management Practices

All activities on the Gemini Springs Addition shall comply with the Conservation Easement governing the property and shall be in accordance with all applicable Best Management Practices (BMPs), including, but not limited to, BMPs for pesticides, herbicides and fertilizers.

FIGURES ATTACHED

| | |
|-----------|------------------------------------|
| Figure 1 | General Location |
| Figure 2 | Aerial Photograph |
| Figure 3 | Property Acquisition |
| Figure 4 | Easements |
| Figure 5 | Generalized Topography |
| Figure 6 | 2014 FEMA Flood Insurance Rate Map |
| Figure 7 | Eagle Nest Location |
| Figure 8 | Land Cover |
| Figure 9 | Soils |
| Figure 10 | Conceptual Recreation Plan |

EXHIBITS ATTACHED

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| Exhibit 1 | Conservation Easement |
| Exhibit 2 | Plants & Animals |
| Exhibit 3 | Past Management Summary |
| Exhibit 4 | Fire Management Plan |
| Exhibit 5 | Invasive and/or Exotic Species Management Plan |

REFERENCES

Brooks, H.K. 1981. *Guide to the Physiographic Regions of Florida*. Institute of Food and Agricultural Services, University of Florida. Gainesville, FL.

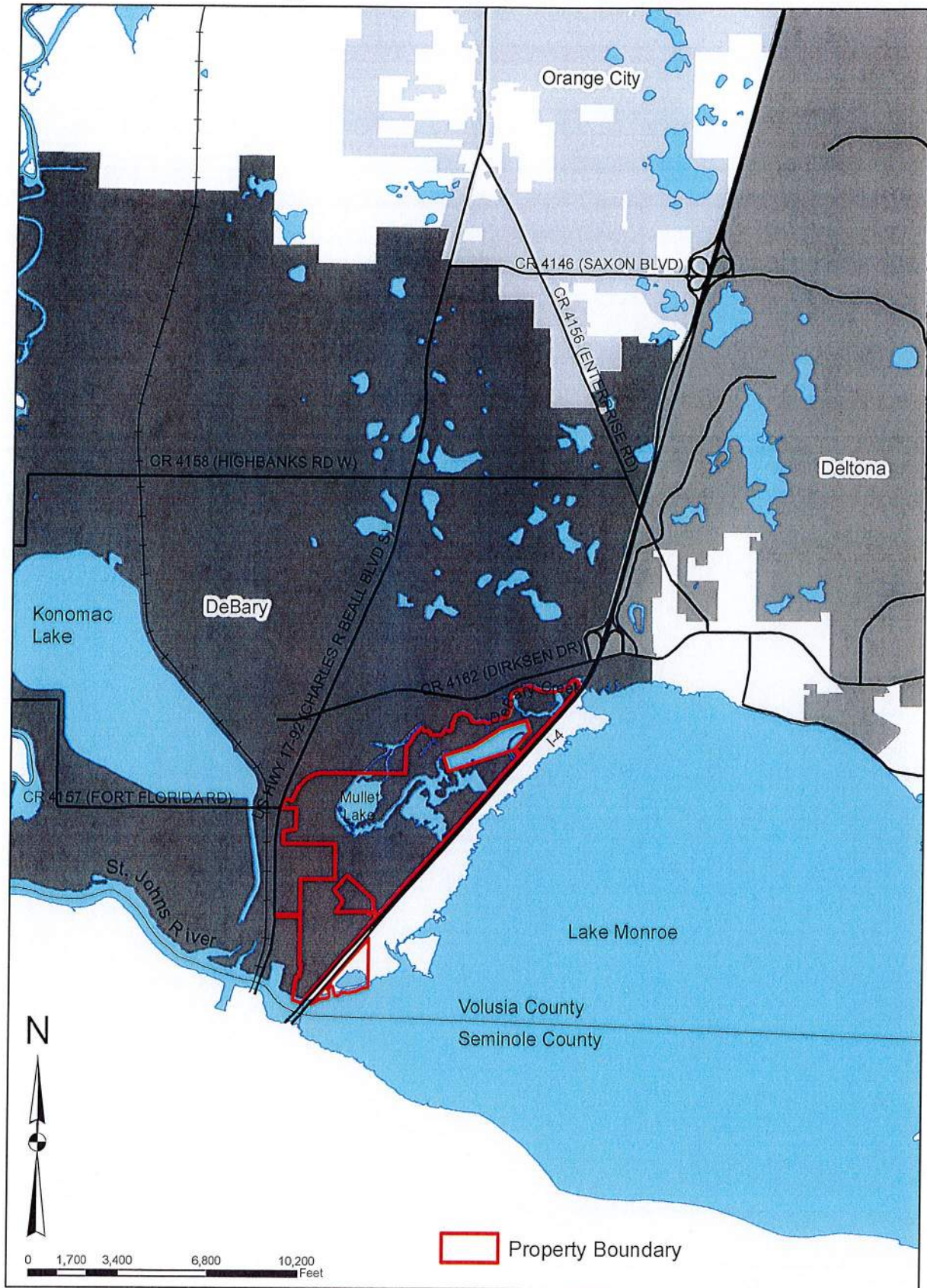
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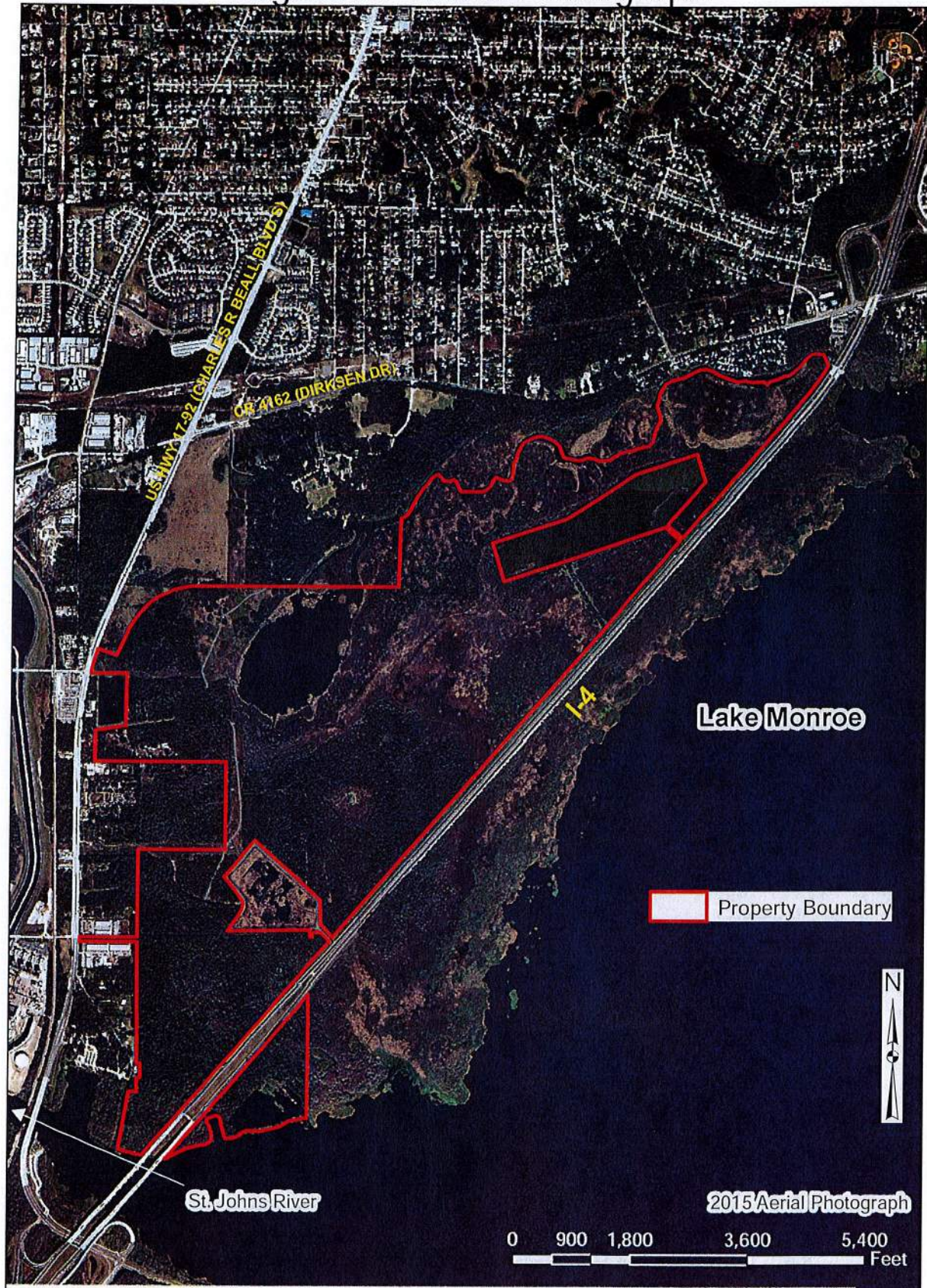
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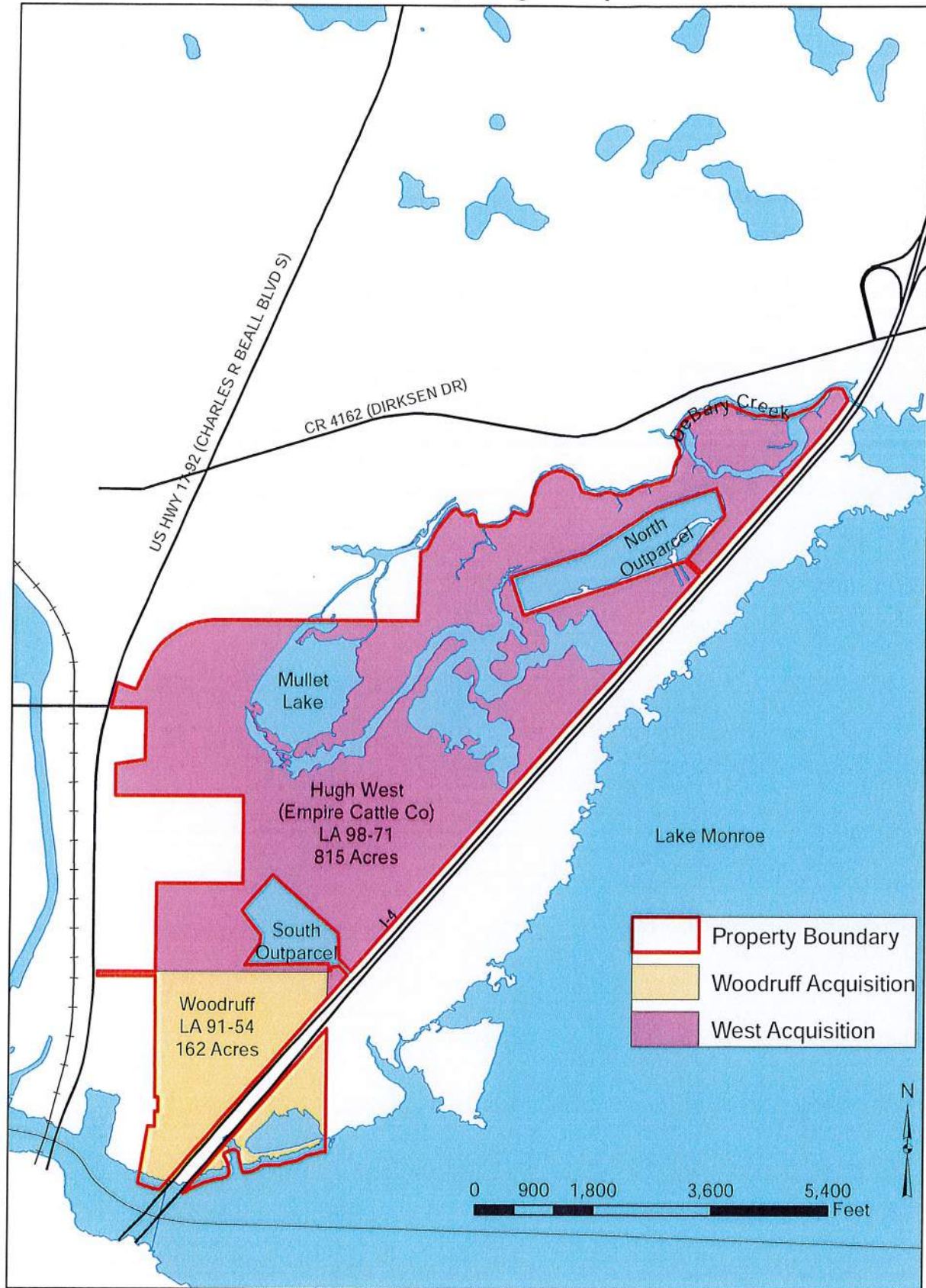
Gemini Springs Addition
Figure 1. General Location



Gemini Springs Addition
Figure 2. Aerial Photograph

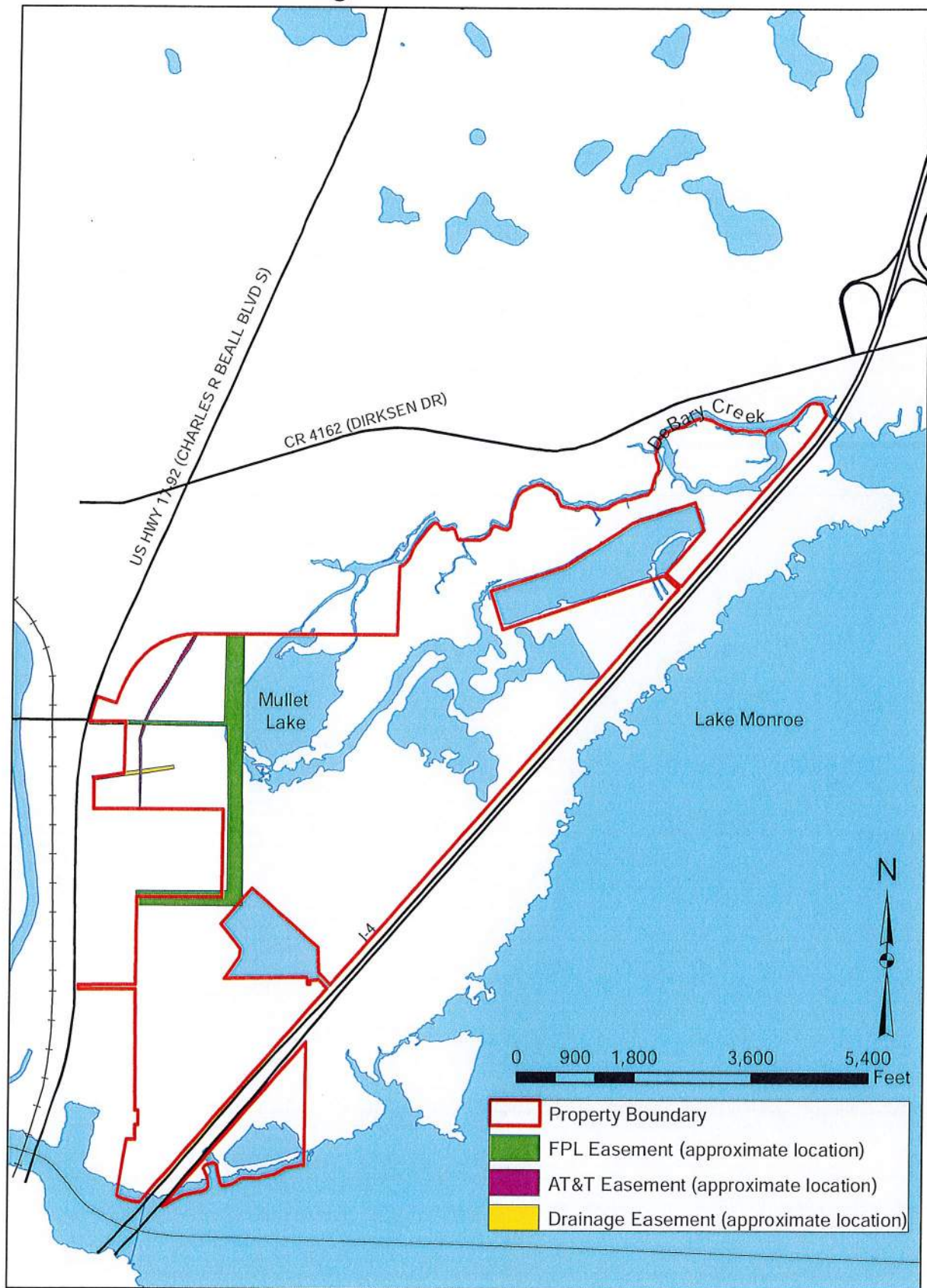


Gemini Springs Addition
Figure 3. Property Acquisition

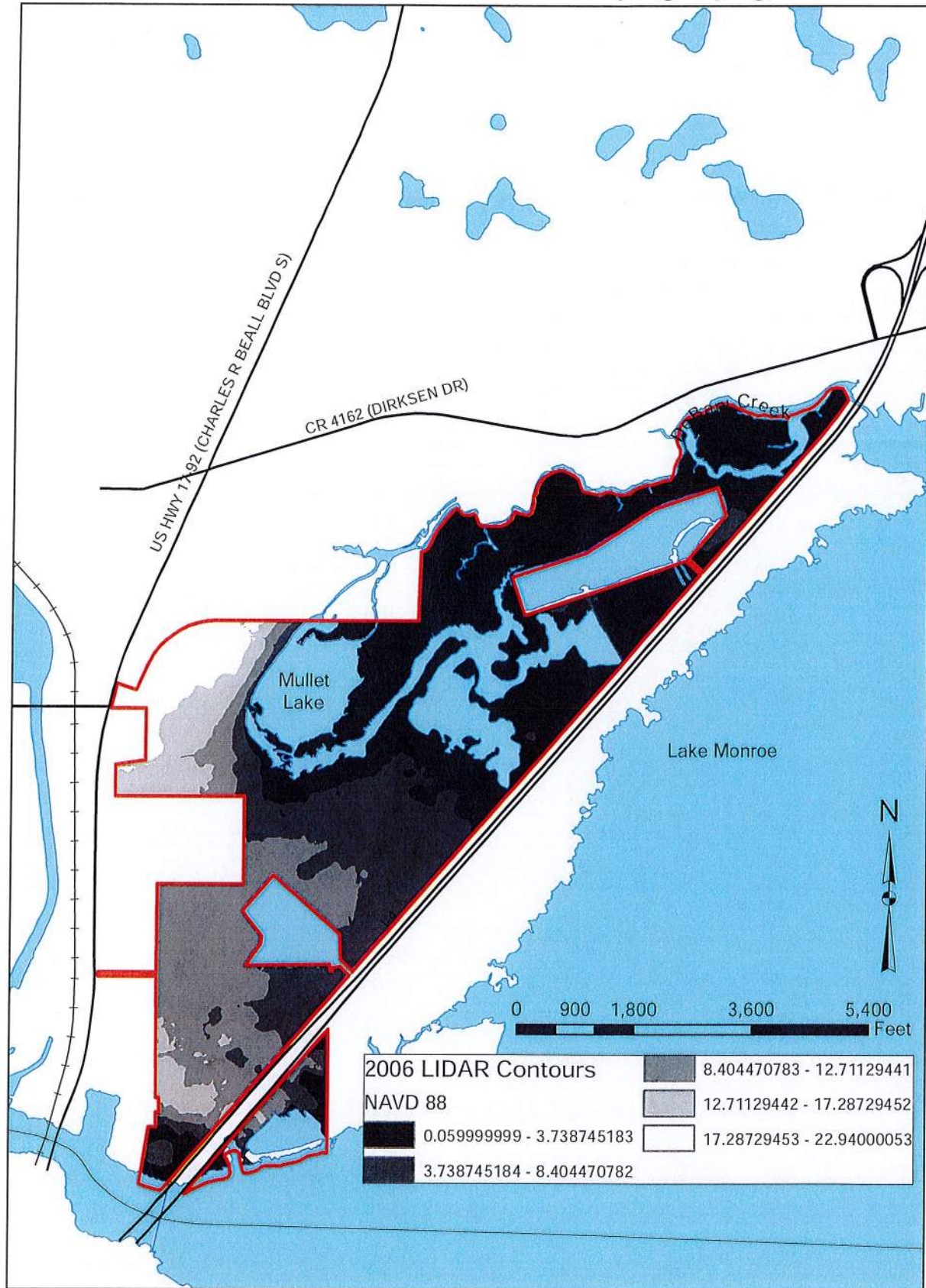


Gemini Springs Addition

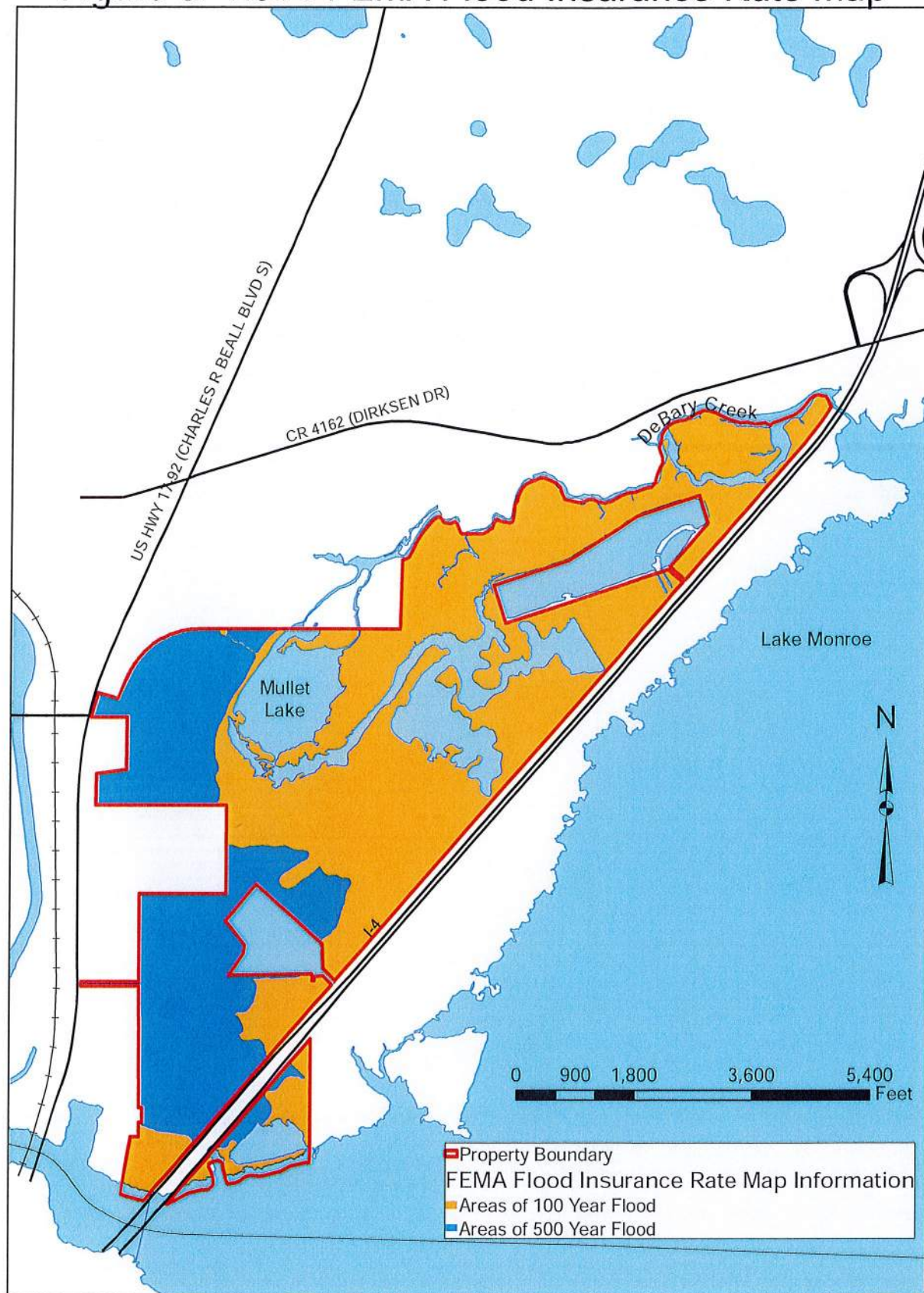
Figure 4. Easements



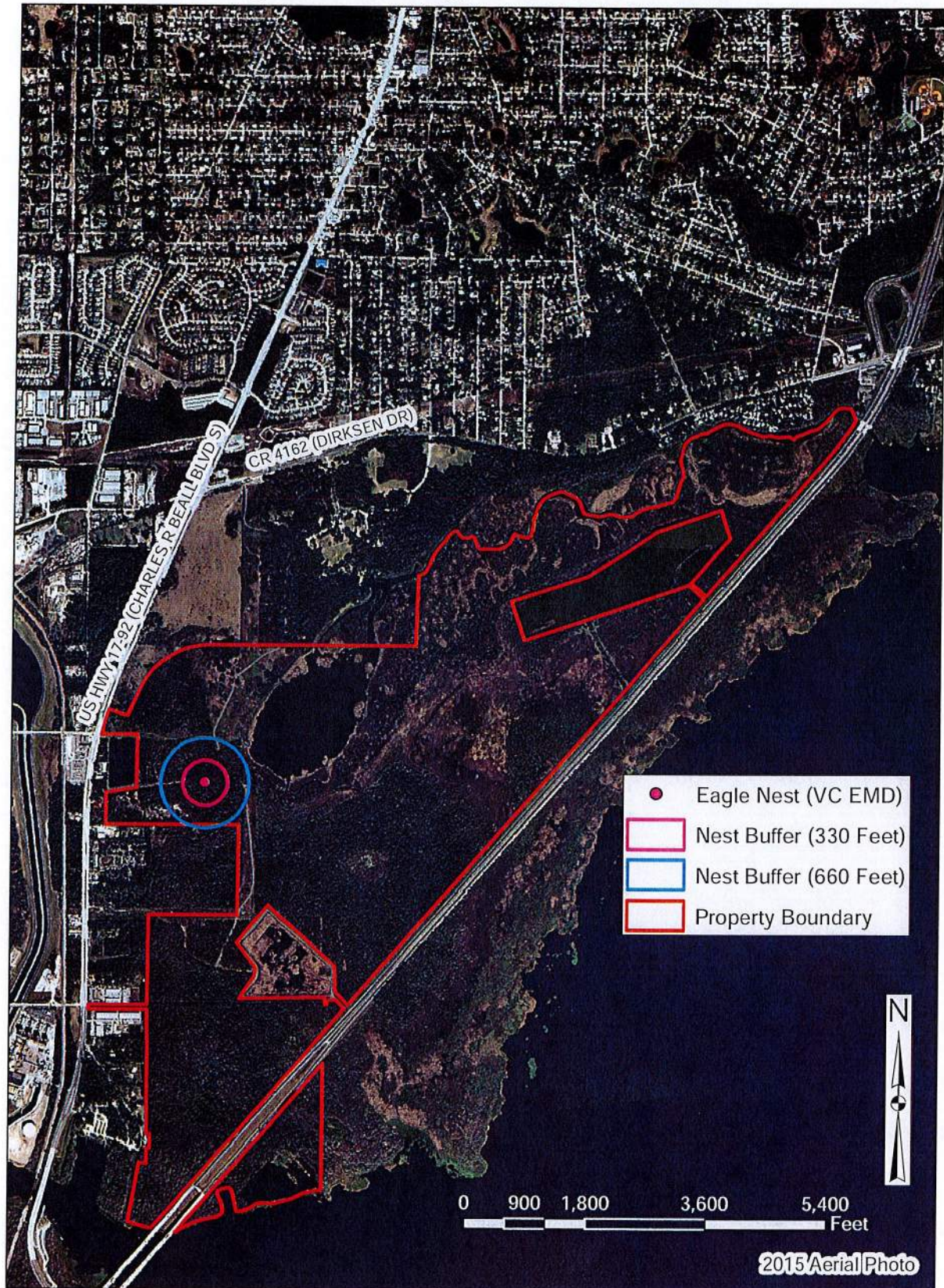
Gemini Springs Addition
Figure 5. Generalized Topography



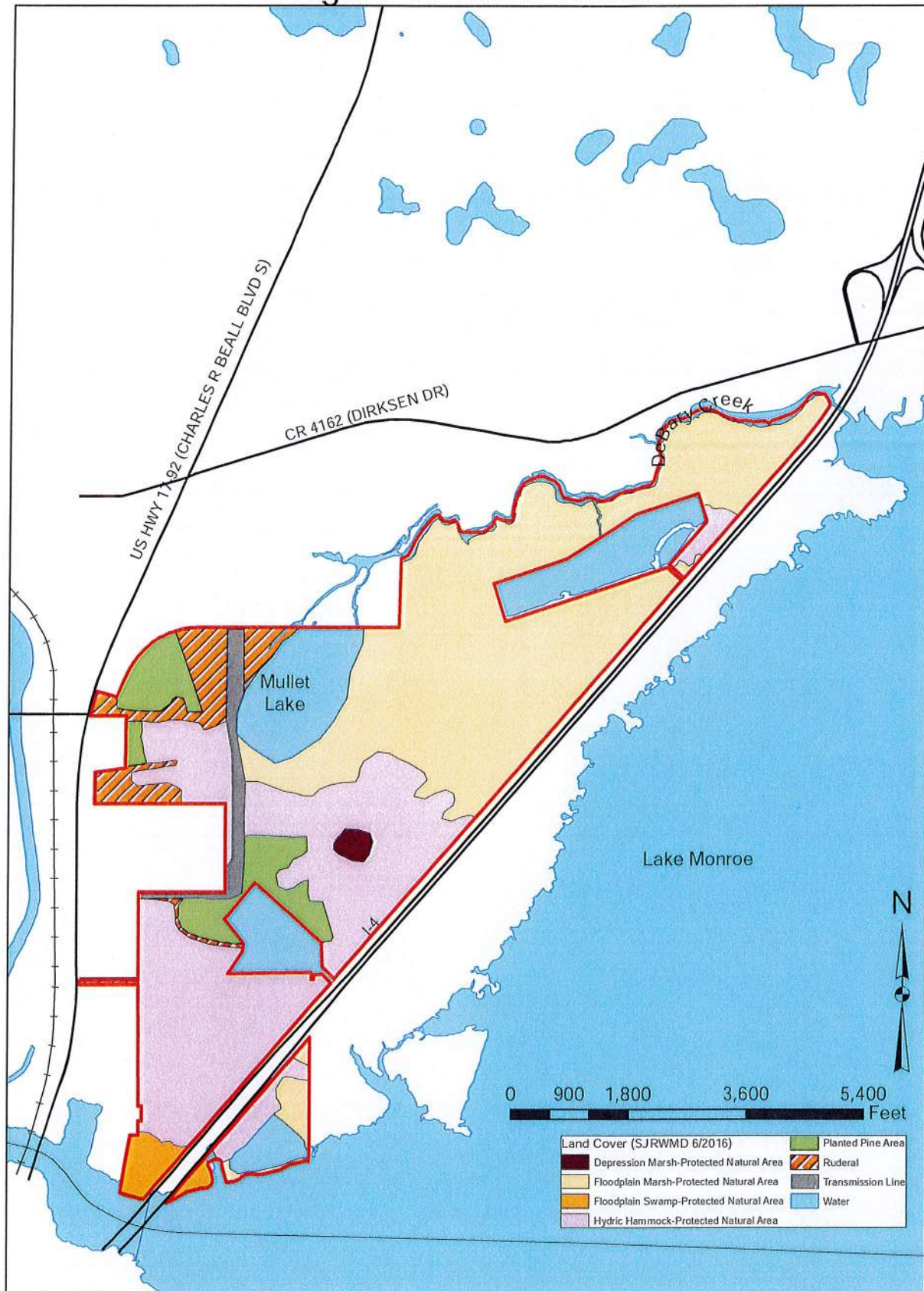
Gemini Springs Addition
Figure 6. 2014 FEMA Flood Insurance Rate Map



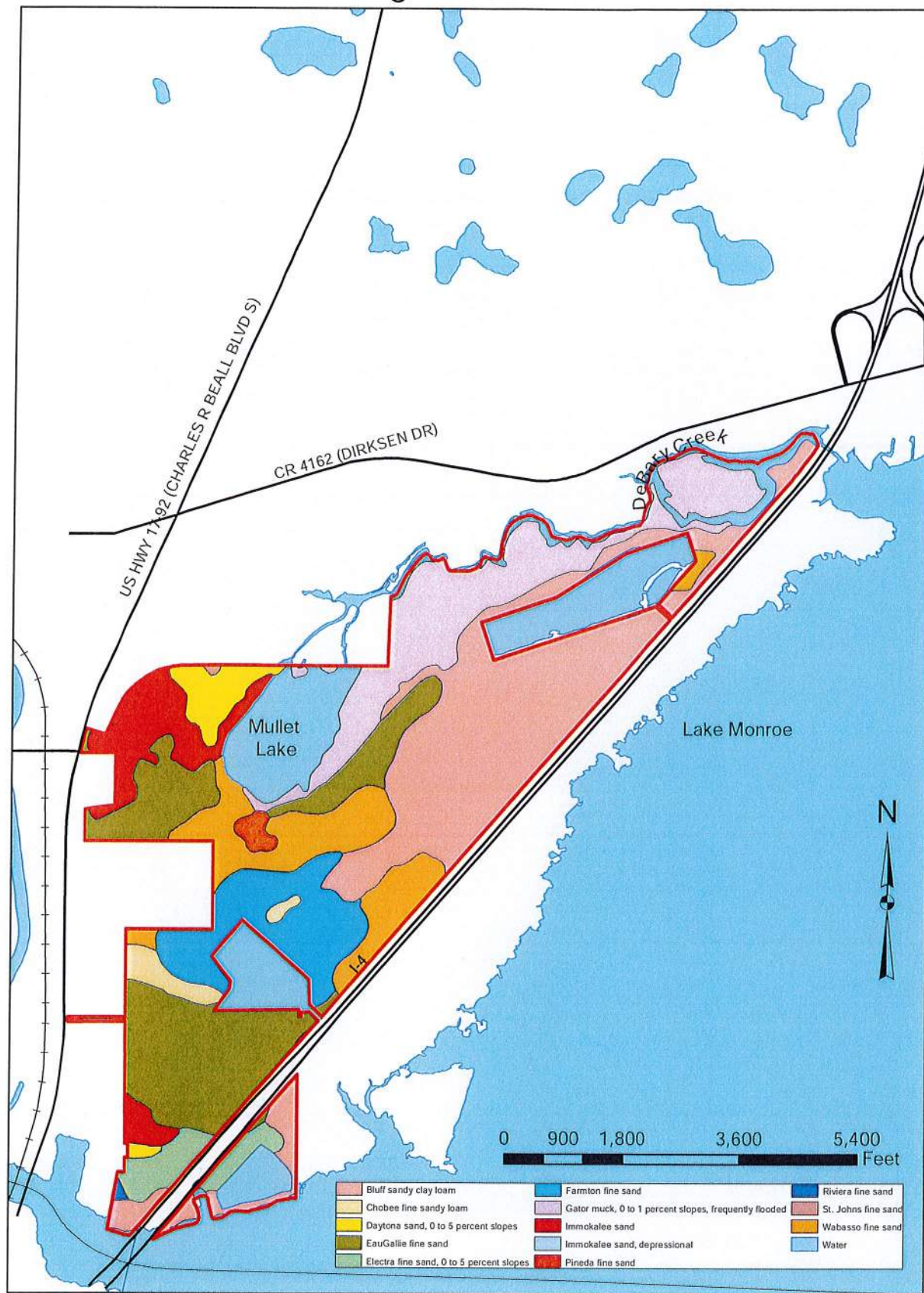
Gemini Springs Addition
Figure 7. Eagle Nest Location



Gemini Springs Addition
Figure 8. Land Cover



Gemini Springs Addition
Figure 9. Soils



Gemini Springs Addition
Figure 10. Conceptual Recreation Plan

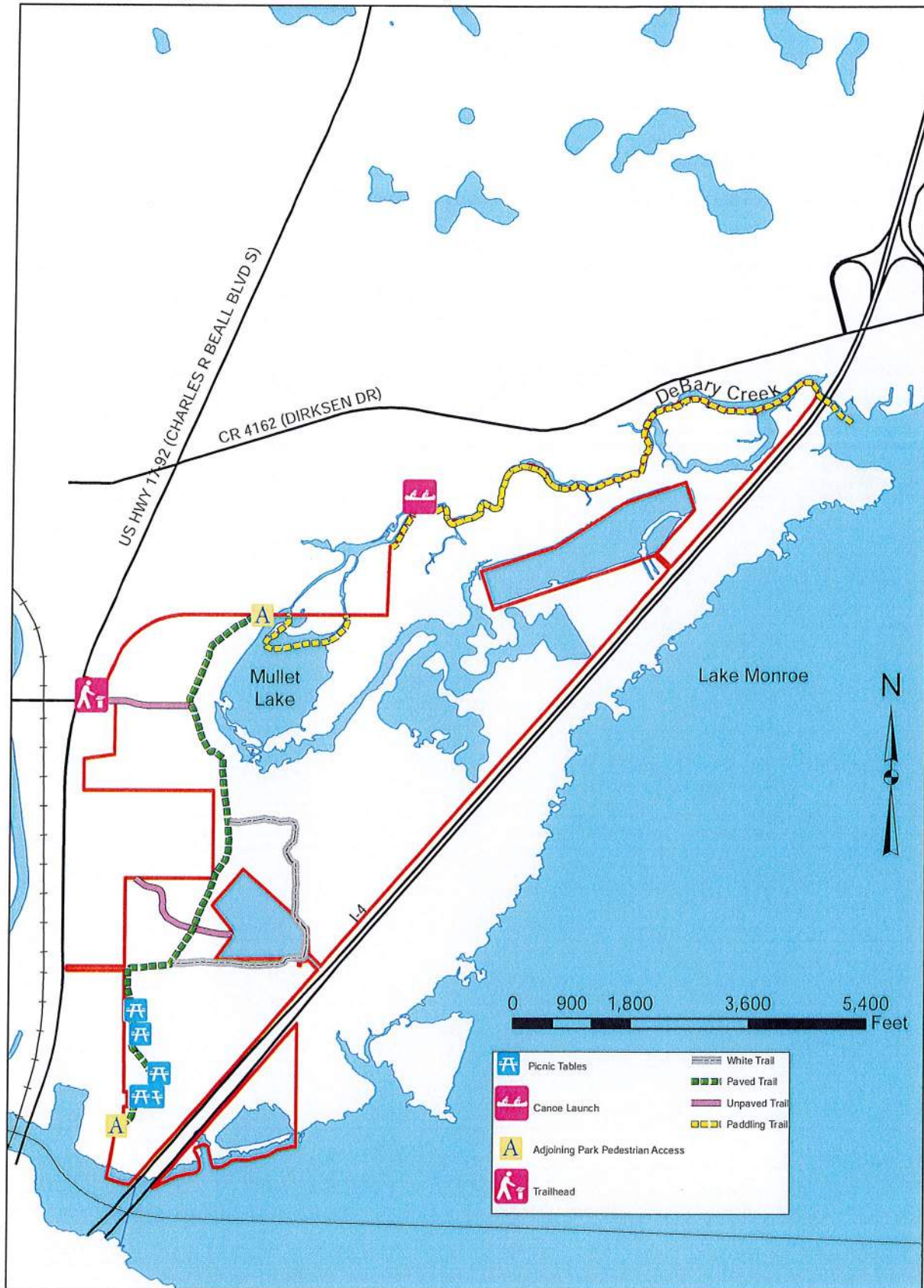


EXHIBIT 1
to be replaced with
executed & recorded copy
once received

PREPARED BY AND RETURN TO:

Kris Davis
St. Johns River Water Management District
4049 Reid Street/Highway 100 West
Palatka, FL 32177

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

PERPETUAL CONSERVATION EASEMENT

THIS INDENTURE, made and entered into this 11th day of April, 2017, by and between the **COUNTY OF VOLUSIA**, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, Deland, Florida 32720 (hereinafter referred to as the "Grantor") and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of 100% fee interest in certain real property lying and being situated in Volusia County, Florida, known as Gemini Springs Addition, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

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

WHEREAS, the Property was purchased by the St. Johns River Water Management District with mitigation funds from the Florida Department of Transportation pursuant to Section 373.4137, Florida Statutes, and the intent of the mitigation was for the land to be managed for conservation purposes in perpetuity; and

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

NOW, THEREFORE, the Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, hereby voluntarily

grants and conveys to the Grantee and its successors and assigns forever this Easement pursuant to Section 704.06, Florida Statutes, on, over, upon, and across the Property of the nature, character, and extent hereinafter set forth.

I. PURPOSE OF THE EASEMENT

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

II. PROHIBITIONS AND RESTRICTIONS ON USE

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

1. **Uses.** Except as may be expressly allowed under Section III herein, no commercial, residential, agricultural or industrial activity shall be undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with said activities.

2. **Waters, Drainage and Wildlife.** No hydrological modifications or activities which cause substantial or permanent degradation to water quality or quantity, drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation shall be allowed. The Grantor may maintain the existing swales and existing water conveyance features, including the culverts identified in the Easement Documentation Report (hereinafter referred to as the "EDR", as described in Section VI herein). Maintenance of water conveyance structures shall be addressed in the Management Plan.

3. **Construction and Fences.** Except as may be expressly allowed under Section III of this Easement, there shall not be any construction or placement of additional buildings, mobile homes, roads, infrastructure, or utilities on, under, or above the ground. Any fences on the Property shall not substantially impede the movement of wildlife (hereinafter referred to as "Wildlife Friendly") upon, onto, or across the Property.

4. **Dumping.** There shall be no dumping or placing of trash, solid or liquid waste (including sludge material, biowaste and biosolids), or hazardous materials, wastes or substances, toxic waste or substances, pollutants or contaminants, or unsightly or offensive materials, including but not limited to those as defined by the Federal Solid Waste Disposal

Act ("SWDA"), the Federal Clean Air Act ("CAA") the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency; (ii) the Florida Department of Environmental Protection; and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Property. This prohibition shall not be construed to include customary lawful accumulation of agricultural waste generated as a result of allowed activities under Section III, nor prohibit the use and lawful application of chemicals, pesticides, herbicides or fertilizers, dirt, soil, rock, shell and other materials in accordance with the activities allowed under this Easement or the Management Plan.

5. **Concentrated Animal Feeding Operations.** There shall be no concentrated animal feeding areas for bovine, swine, poultry or other animals on the Property.

6. **Invasive Exotic Species.** Grantor shall not plant, nor take any action to intentionally encourage the spread of, Invasive Exotic Species on the Property, and shall use best efforts to control the spread of any Invasive Exotic Species on the Property in accordance with the Plan for Treatment of Invasive and/or Exotic Species referred to in Section VII below. Invasive Exotic Species shall mean those invasive exotic plants described in Category I and Category II of the Florida Exotic Pest Plant Council's (or its successor's) list of Invasive Species, as it is periodically updated.

7. **Pesticides, Herbicides and Fertilizers.** Pesticides, herbicides, and fertilizers must be applied in accordance with manufacturer's label instructions, and such use shall be included in the Management Plan. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with Best Management Practices described in Section V herein (hereinafter referred to as "BMPs").

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

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

10. **Conversion of Wetlands or Protected Natural Areas.** Except for isolated activities as authorized in Section III or identified in the Management Plan, areas identified in the EDR as "Wetlands" or "Protected Natural Area" shall not be converted to other land uses or more improved uses.

11. **Historical and Archaeological Resources.** There shall be no activities on or uses of the Property inconsistent with the "Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties (2013)", as may be revised from time to time. As of the date of this Easement, four sites on the Property are reported in the Florida Division of Historical Resources Master Site File.

12. **Subdivision and Transfer.** Grantor shall not sell, transfer or convey title to the Property.

13. **Revenues Produced from the Property.** Revenues produced from any use of the Property must be dedicated to the management or restoration of the Property.

14. **Compliance with Permits.** Grantor shall comply with all applicable permits and permit conditions governing the Property, including Special Condition #2 in the Department of the Army Permit #SAJ-2000-01871 (IP-JG), and to the extent the conveyance of fee simple title from Grantee to Grantor requires any action regarding such permits, such action shall be taken by Grantor. The deed conveying fee simple title from Grantee to Grantor was recorded in the Official Records of Volusia County, Florida immediately preceding the recording of this Easement.

III. **RIGHTS RESERVED TO GRANTOR**

Grantor reserves unto itself and its successors and assigns, all rights accruing from its ownership of the Property that are not inconsistent with the purpose of this Easement. Grantor has the right to engage in or permit or invite others to engage in any uses of the Property that: (a) are not expressly prohibited herein; (b) are expressly provided for in the Management Plan, and any Grantee-approved updates thereto; and (c) follow BMPs. Additionally, Grantor reserves unto itself and its successors and assigns, the following rights:

1. **Fee Simple Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title absolute in the Property.

2. **Agreements for Services.** Grantor shall have the right to enter into agreements for specific land management services for the Property, provided such services

are in compliance with this Easement and all permits governing the Property.

3. **Roads, Trails, and Firebreaks.** Grantor may maintain the existing trails on the Property, as identified in the EDR. Grantor may construct unpaved roads to access structures and facilities and construct paved or unpaved trails as set forth in the Management Plan. When siting such new access roads and trails, Grantor agrees to use a practicable direct route that does not otherwise violate the terms of this Easement. Road and trail construction may include ancillary ditches, culverts and crossings, provided there is no detrimental alteration of hydrology. Typical construction and maintenance activities may include disking, plowing, grading, excavating and the application of clay, gravel, shell or other like material. All such construction and maintenance shall be subject to any applicable permitting requirements, shall be included in the Management Plan, and shall be in accordance with the applicable BMPs.

Grantor may maintain existing firebreaks and fire lines, and may plow new firebreaks and fire lines as reasonably required for fire prevention and/or control.

4. **Structures and Wells.**

a. **Structures.** Grantor reserves the right to repair and replace, in their existing size and location, the structures and associated facilities located on the Property at the time of closing and identified in the EDR. Grantor may install and maintain Wildlife Friendly fencing as Grantor deems necessary for land management purposes. In addition, Grantor is allowed to construct new structures and facilities that are described in the Management Plan and support the natural resource protection or public recreational use of the Property, such as restrooms, kiosks, and pavilions.

b. **Wells.** Grantor may install a limited number of wells for monitoring purposes or to support approved activities and structures provided for in the Management Plan. The Management Plan shall include a location map of any wells on the Property.

5. **Silviculture.**

a. **Planted Pine Areas.** Grantor shall have the right to conduct silviculture operations and harvest timber on the Property only in the Planted Pine Areas identified in the EDR, provided: (a) the applicable BMPs are followed; (b) plantings are in native or indigenous vegetation that is appropriate for the habitat; (c) bedding is prohibited; and (d) operations and harvest plans are described in the Management Plan.

b. **Wetlands.** Wetlands are those areas identified as Wetlands in the EDR (hereinafter referred to as "Wetlands"). In emergency situations that pose an imminent threat to the resource and/or public safety, Grantor is authorized to preemptively cut trees and vegetation in the Wetlands, such as in defensive measure for wildfires. Grantor must provide Grantee at least three (3) days advance notice before preemptively cutting trees or vegetation in the Wetlands in defensive measure against infestation or disease. Subject to applicable permitting requirements, Wetlands road crossings associated with timber

extractions are authorized, provided BMPs are followed.

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

6. **Resource-based Recreation and Non-native or Nuisance Animals.** Grantor reserves the right for itself and the public to use the Property for resource-based recreational activities, including, but not limited to, fishing, horseback riding, hiking, bicycling, and birding, to the extent possible considering the environmental sensitivity of the Property. Grantor must ensure that said activities: (a) are in compliance with Section 373.1391, Florida Statutes; (b) are included in the Management Plan; and (c) do not interfere with the accomplishment of the purpose of this Easement. Grantor reserves the right to control nuisance or non-native animals. All of the foregoing activities shall be conducted in compliance with applicable federal, state and local laws.

7. **Access.** Grantor retains the right to control and limit all access to the Property, subject to the Grantee's and the U.S. Army Corps of Engineers' rights of access granted herein.

8. **Restoration, Maintenance and Enhancement.** Grantor shall retain the right to engage in activities on the Property designed to restore, maintain or enhance the Property, provided that: (a) Grantee is notified in writing prior to the commencement of such activities; (b) such activities are properly permitted by the appropriate authorities; (c) such activities are conducted in compliance with all permits governing the use of the Property; and (d) such activities are performed in accordance with the Management Plan.

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

IV. **GRANTEE'S AFFIRMATIVE RIGHTS**

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

1. Grantee shall have visual and physical access to the Property for the following purposes:

a. **Inspection, Monitoring, and Enforcement.** Grantee shall have access to the Property for inspection, monitoring, and enforcement of the terms and conditions of this Easement, including, but not limited to, the prohibitions and restrictions

on use set forth in Section II.

b. **Scientific Investigation and Water Resources.** Grantee shall have access to the Property for scientific investigation and monitoring water resources on the Property, including the right to install wells and monitoring equipment. Grantee shall furnish Grantor with reasonable advance notice of any physical access to or inspection of the Property.

c. **Restoration Activities.** The Grantee shall have the right, but not the responsibility, to conduct restoration activities on the Property, subject to Grantor's approval, which approval shall not be unreasonably withheld. Such restoration activities shall be described in the Management Plan.

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

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

V. **GENERAL PROVISIONS**

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

such noncompliance by a temporary or permanent injunction in a court of competent jurisdiction; (v) seek a mandatory injunction in a court of competent jurisdiction to compel Grantor to take such corrective action as required to remedy the violation; (vi) recover any damages arising from noncompliance with this Easement; and/or (vii) invoke its fee reverter rights, as provided for in the deed of conveyance from Grantee to Grantor, recorded immediately preceding this Easement in the Official Records of Volusia County, Florida, whereby Grantee has the option of requiring Grantor to return to Grantee all right, title and interest in the Property if the terms of the Easement are violated by Grantor. Damages arising from noncompliance with this Easement, when recovered, may be applied by Grantee, in its sole discretion, to corrective action on the Property.

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

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

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

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

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

contest in good faith by all appropriate proceedings the amount, applicability or validity of any such taxes or assessments, and in connection with and during the pendency of such contest, the Grantor may refrain from paying such taxes or assessments.

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

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

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

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

To the Grantor: County of Volusia
Attn: County Manager
123 West Indiana Avenue
DeLand, Florida 32720
Telephone: (386) 736-5950 Fax: (386) 736-5990

With a copy to: County of Volusia
Attn: County Attorney
123 West Indiana Avenue
DeLand, Florida 32720
Telephone: (386) 736-5950 Fax: (386) 736-5990

To the Grantee: St. Johns River Water Management District
Bureau Chief, Bureau of Real Estate Services
4049 Reid Street/Highway 100 West
Palatka, Florida 32177
Telephone: (386) 329-4335 Fax: (386) 329-4103

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

sent by registered or certified mail.

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

9. **Mediation.** From time to time, the terms and conditions of this Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee may submit such issue to mediation. Mediation shall be held at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than sixty (60) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator who is mutually acceptable to both Grantor and Grantee and having expertise in the subject matter in dispute. This mediation provision is intended to apply to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Easement. In no event shall this mediation provision supplant or impede election of the remedies set forth in Section V.1 herein.

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

11. **Sovereign Immunity and Regulatory Authority.** Nothing in this Easement shall be construed to constitute a waiver of the Grantor's or Grantee's sovereign immunity over and above the waiver of sovereign immunity set forth in Section 768.28, Florida Statutes, or waiver of any other statutory or common law immunity, including the recreational use immunity of the Grantee set forth in Section 373.1395, Florida Statutes. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantor or Grantee, or relieve Grantor from the responsibility of obtaining and/or maintaining compliance with all necessary permits, and any other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

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

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

The term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements regulating or imposing standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right to know, hazard communication, noise, radioactive materials, resource protection, subdivision, inland wetlands and water courses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect, including, but not limited to, as amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency; (ii) the Florida Department of Environmental Protection; and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect. The term "Hazardous Materials" shall mean any petroleum, petroleum products, fuel oils, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment. The term "Hazardous Materials" shall not include pesticides, herbicides, and fertilizer applied in

accordance with (i) manufacturer's label instructions; (ii) any applicable permitting process; and (iii) any applicable BMPs.

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

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

VI. EASEMENT DOCUMENTATION REPORT

Grantor and Grantee acknowledge and agree that an Easement Documentation Report of the Property was prepared prior to closing and attached hereto as Exhibit "B". Grantor and Grantee acknowledge and agree that the EDR is based on the best available data. In the event a controversy arises with respect to the nature and extent of the physical, ecological or biological condition of the Property, the parties may utilize the EDR and any other relevant documents, surveys, photographs, field inspections, or other information to assist in the resolution of the controversy. The EDR shall serve, however, as the principal base line for the biological, ecological, and physical condition of the Property on the date of this Easement.

VII. MANAGEMENT PLAN AND ANNUAL REPORT

1. Management Plan. Grantor and Grantee acknowledge that a Management Plan for the Property was prepared by Grantee prior to the donation of the Property to Grantor (Gemini Springs Addition Land Management Plan, March 2006) and that the Plan was revised by Grantor and approved by Grantee's Governing Board prior to Grantee's transfer of fee title to the Property to Grantor. The Management Plan, and any updates thereto, shall describe Grantor's uses, operations and improvements upon the Property as

reserved or allowed to Grantor by this Easement. The Management Plan shall set forth Grantor's plans for silvicultural operations, public recreation (including appropriate limitation on the number of persons and vehicles utilizing the Property), use of pesticides, herbicides and fertilizers, wildlife management, construction, including, but not limited to, structures, roads and trails, restoration plans, and other land use activities upon the Property. In addition, a separate Plan for Treatment of Invasive Exotic Species prepared by Grantor shall be attached to the Management Plan. The Management Plan shall specify that all activities to be conducted upon the Property shall be in accordance with the applicable BMPs and this Easement.

The Management Plan shall be subject to revision by amendment submitted by Grantor to Grantee's Bureau Chief, Bureau of Real Estate Services, in accordance with Section V.7 herein. Proposed amendments shall be submitted for Grantee's review and approval no more frequently than semi-annually, but no less frequently than every ten (10) years. Grantee shall have up to sixty (60) days to review the Management Plan amendment and submit comments to Grantor or approve the amended Plan. If Grantee does not respond to Grantor within sixty (60) days, the amendment shall be deemed to have been approved by Grantee. The Management Plan and each amendment shall be consistent with the purpose and provisions of this Easement.

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

VIII. ENFORCEMENT RIGHTS OF THE U.S ARMY CORPS OF ENGINEERS.

The U.S. Army Corps of Engineers, (hereinafter referred to as the "USACE"), as a third-party beneficiary of this Easement, shall have the right to enforce the terms and conditions of this Easement, including: (a) The right to take action to preserve and protect the environmental value of the Property; (b) The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use; (c) The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement; (d) The right to enforce this Easement by injunction, or to proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Property that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the USACE at least sixty (60) days advance notice in writing before any action is taken to amend, alter, release, or revoke this Easement. The Grantee shall provide reasonable notice, and the opportunity to comment or object to the release or amendment to the USACE. The Grantee shall consider any comments or objections from the USACE when making the final decision to release or amend this Easement.

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

(Signatures on following pages)

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

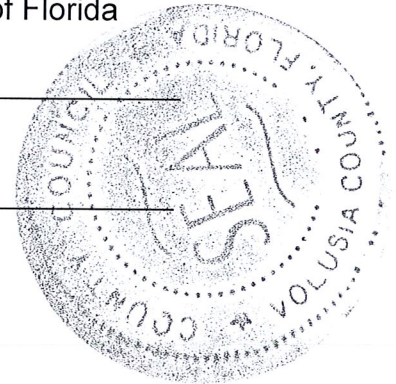
ATTEST:

By: [Signature]
Name: James T. Dinneen
Title: County Manager/Clerk
Dated: 4/6/17

GRANTOR:

County of Volusia, a political
subdivision of the State of Florida

By: [Signature]
Name: Ed Kelley
Title: County Chair
Dated: 4/6/17



STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY, that on this 6th day of April A.D., 2017, before me personally appeared Ed Kelley, Chair, and James T. Dinneen, County Manager, who are personally known to me and who executed the foregoing conveyance and acknowledged the execution thereof to be free acts and deeds as such officers thereunto duly authorized, and the said conveyance is the act and deed of the County of Volusia.

Witness my hand and official seal this 6th day of April, 2017.

[Signature]

Print Name: Lynn A. Parnell

My Commission Expires: 4/19/18



LYNN A. PARNELL
MY COMMISSION # FF 101485
EXPIRES: April 19, 2018
Bonded Thru Budget Notary Services

Perpetual Conservation Easement
County of Volusia, Grantor
St. Johns River Water Management District, Grantee
Gemini Springs Addition

GRANTEE:

Signed, sealed and delivered
In our presence as witnesses:

**St. Johns River Water Management
District**, a public body existing under
Chapter 373, Florida Statutes

By: Kimberly Triggers
Print Name: Kimberly Triggers
By: Kathy F. Breed
Print Name: Kathy F. Breed

By: Ann B. Shortelle
Name: Ann B. Shortelle, Ph.D.
Title: Executive Director
Dated: April 11 2017

Attest: William H. Condon
Name: William H. Condon
Title: General Counsel

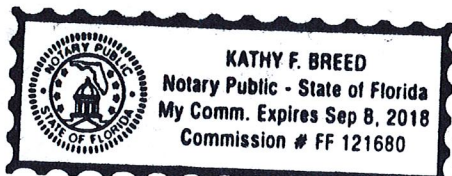
For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:

By: Bris Davis
Print Name: Bris Davis
Title: Asst. General Counsel

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this 11th day of April A.D., 2017, the foregoing
instrument was executed before me by Ann B. Shortelle, Ph.D., as Executive Director of
the St. Johns River Water Management District, on behalf of the District, who is personally
known to me.

Witness my hand and official seal this 11th day of April, 2017.



Kathy F. Breed
Notary Public, State of Florida

Print Name: _____
My Commission Expires: _____
Commission Number: _____

Perpetual Conservation Easement
County of Volusia, Grantor
St. Johns River Water Management District, Grantee
Gemini Springs Addition

EXHIBIT A

LEGAL DESCRIPTION FOR GEMINI SPRINGS ADDITION (revised 9-19-2016)

O.R. BOOK 4419, PAGE 1689

That portion of Sections 2, 3, 9, 10, 11 and 15, Township 19 South, Range 30 East, Volusia County, Florida, described as follows: Beginning at the Northwest corner of said Section 10, run thence S89°59'18"E along the north line thereof a distance of 2623.71 feet to the Southwest corner of the Southeast ~~corner~~-quarter* of said Section 3; thence N01°43'34"E along the west line thereof a distance of 1036.91 feet to the centerline of DeBary Creek; thence N73°54'12"E along said centerline a distance of 47.73 feet; thence N53°19'27"E along said centerline a distance of 65.55 feet; thence N31°28'17"E along said centerline a distance of 89.49 feet; thence N24°32'17"E along said centerline a distance of 144.01 feet; thence N28°35'42"E along said centerline a distance of 87.06 feet; thence N37°26'00"E along said centerline a distance of 135.33 feet; thence N41°38'02"E along said centerline a distance of 72.05 feet; thence N38°37'16"E along said centerline a distance of 67.66 feet; thence N40°22'43"E along said centerline a distance of 72.20 feet; thence N50°35'37"E along said centerline a distance of 59.27 feet; thence N82°23'31"E along said centerline a distance of 53.97 feet; thence S36°52'06"E along said centerline a distance of 57.13 feet; thence S39°18'35"E along said centerline a distance of 57.69 feet; thence S84°06'27"E along said centerline a distance of 92.32 feet; thence N62°45'34"E along said centerline a distance of 70.31 feet; thence S53°45'24"E along said centerline a distance of 51.99 feet; thence S19°08'46"E along said centerline a distance of 137.75 feet; thence S45°47'12"E along said centerline a distance of 37.33 feet to the north line of the South 1/2 of the Southeast 1/4 of said Section 3; thence N89°59'46"E along said north line a distance of 284.89 feet to the centerline of said DeBary Creek; thence N80°51'49"E along said centerline a distance of 30.94 feet; thence N65°49'32"E along said centerline a distance of 82.72 feet; thence N52°42'41"E along said centerline a distance of 88.28 feet; thence N19°21'17"E along said centerline a distance of 72.78 feet; thence N34°39'51"E along said centerline a distance of 72.06 feet; thence S69°53'57"E along said centerline a distance of 69.95 feet; thence S75°25'48"E along said centerline a distance of 70.82 feet; thence S77°44'47"E along said centerline a distance of 65.02 feet; thence N56°41'53"E along said centerline a distance of 48.47 feet; thence N18°40'44"E along said centerline a distance of 72.51 feet; thence N09°10'48"E along said centerline a distance of 97.93 feet; thence N01°30'06"W along said centerline a distance of 83.86 feet; thence N31°18'06"E along said centerline a distance of 73.60 feet; thence N12°56'46"E along said centerline a distance of 80.23 feet; thence N23°20'46"E along said centerline a distance of 97.27 feet; thence N41°16'19"E along said centerline a distance of 93.88 feet; thence N61°18'06"E along said centerline a distance of 84.89 feet; thence N66°40'30"E along said centerline a distance of 79.44 feet; Thence N70°19'51"E along said centerline a distance of 71.81 feet; thence S89°48'08"E along said centerline a distance of 79.28 feet; thence S67°34'33"E along said centerline a distance of 84.25 feet; thence S65°14'07"E along said centerline a distance of 91.64 feet; thence S48°01'35"E along said centerline a distance of 98.48 feet; thence

S18°47'31"E along said centerline a distance of 105.68 feet; thence
S24°43'02"E along said centerline a distance of 83.56 feet; thence
S76°12'46"E along said centerline a distance of 80.84 feet; thence
S78°06'01"E along said centerline a distance of 141.02 feet; thence
N82°18'36"E along said centerline a distance of 64.21 feet; thence
N67°48'44"E along said centerline a distance of 79.65 feet; thence
S89°58'40"E along said centerline a distance of 86.43 feet; thence
S67°27'36"E along said centerline a distance of 91.58 feet; thence
S83°13'55"E along said centerline a distance of 85.78 feet; thence
N76°49'54"E along said centerline a distance of 113.66 feet; thence
N57°23'39"E along said centerline a distance of 70.06 feet; thence
N59°35'05"E along said centerline a distance of 111.74 feet; thence
N76°09'46"E along said centerline a distance of 99.22 feet; thence
N81°51'22"E along said centerline a distance of 102.47 feet; thence
N72°59'43"E along said centerline a distance of 72.94 feet; thence
N73°16'39"E along said centerline a distance of 110.82 feet; thence
N80°29'10"E along said centerline a distance of 85.67 feet; thence
N37°46'47"E along said centerline a distance of 100.43 feet; thence
N11°40'12"E along said centerline a distance of 129.89 feet; thence
N21°55'25"E along said centerline a distance of 98.50 feet; thence
N31°13'06"E along said centerline a Distance of 86.78 feet; thence
N01°59'07"W along said centerline a distance of 82.22 feet; thence
N24°06'33"W along said centerline a distance of 88.12 feet; thence
N16°02'48"W along said centerline a distance of 53.20 feet; thence
N08°20'26"E along said centerline a distance of 49.97 feet; thence
N16°56'21"E along said centerline a distance of 63.97 feet; thence
N08°54'22"E along said centerline a distance of 90.44 feet; thence
N27°56'04"E along said centerline a distance of 79.07 feet; thence
N39°42'51"E along said centerline a distance of 93.31 feet; thence
N63°11'44"E along said centerline a distance of 108.61 feet; thence
N72°32'07"E along said centerline a distance of 80.61 feet; thence
N81°32'09"E along said centerline a distance of 84.36 feet; thence
N61°27'28"E along said centerline a distance of 119.21 feet; thence
N61°12'56"E along said centerline a distance of 92.03 feet; thence
N67°43'18"E along said centerline a distance of 93.22 feet; thence
N88°53'40"E along said centerline a distance of 88.00 feet; thence
S73°14'19"E along said centerline a distance of 110.32 feet; thence
S62°53'55"E along said centerline a distance of 102.93 feet; thence
S66°54'42"E along said centerline a distance of ~~141.43~~ 141.53* feet; thence
S74°20'21"E along said centerline a distance of 78.74 feet; thence
S69°21'44"E along said centerline a distance of 86.45 feet; thence
N82°48'49"E along said centerline a distance of 107.05 feet; thence
S77°51'27"E along said centerline a distance of 113.42 feet; thence
N86°06'59"E along said centerline a distance of 99.45 feet; thence
N87°15'31"E along said centerline a distance of 78.14 feet; thence
S57°00'45"E along said centerline a distance of 70.32 feet; thence
N42°48'20"E along said centerline a distance of 60.31 feet; thence
N73°03'29"E along said centerline a distance of 109.37 feet; thence
N66°46'09"E along said centerline a distance of 115.31 feet; thence
N75°41'31"E along said centerline a distance of 98.73 feet; thence
N59°30'16"E along said centerline a distance of 57.01 feet; thence
N50°02'45"E along said centerline a distance of 101.06 feet; thence
N41°53'31"E along said centerline a distance of 67.13 feet; thence
N41°10'37"E along said centerline a distance of 71.53 feet; thence

N36°23'27"E along said centerline a distance of 72.96 feet; thence
N54°58'21"E along said centerline a distance of 74.24 feet; thence
N78°50'13"E along said centerline a distance of 76.41 feet; thence
S80°53'46"E along said centerline a distance of 55.03 feet; thence
S81°49'54"E along said centerline a distance of 58.87 feet; thence
S28°40'34"E along said centerline a distance of 81.89 feet; thence
S19°47'23"E along said centerline a distance of 58.97 feet; thence
S26°12'25"E along said centerline a distance of 44.75 feet to a point on the
westerly right of way line of State Road 400 (I-4), said point being on a
right of way curve concave northwesterly, having a central angle of 07°44'00"
and a radius of 5579.67 feet; thence from a radial bearing of S56°11'41"E
run southwesterly along the arc of said right of way curve a distance of
753.09 feet to the Point of Tangency thereof; thence S41°32'19"W along said
right of way a distance of 2656.77 feet to the boundary of FDOT Borrow Pit
No. 4; thence N48°27'41"W along said boundary a distance of 300.00 feet;
thence N41°32'19"E along said boundary a distance of 868.26 feet; thence
N18°12'35"W along said boundary a distance of 437.38 feet; thence S71°47'25"W
along said boundary a distance of 1000.00 feet; thence S57°45'15"W along
said boundary a distance of 1236.93 feet; thence S71°47'25"W along said
boundary a distance of 1200.00 feet; thence S18°12'35"E along said boundary a
distance of 600.00 feet; thence N71°47'25"E along said boundary a distance of
2606.79 feet; thence S48°27'41"E along said boundary a distance of 300.00
feet to the westerly right of way line of aforesaid State Road 400 (I-4);
thence S41°32'19"W along said right of way line a distance of 8519.65 feet
to a point on the west line of Government Lot 3, said Section 15; thence
N00°07'02"E along said west line a distance of 388.48 feet to the south line
of said Section 10; thence N89°53'19"W along said south line a distance of
1308.78 feet to the Southeast corner of said Section 9; thence N89°57'16"W
along the south line of said Section 9 a distance of 1318.71 feet to the west
line of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence
N00°06'32"E along said west line a distance of 1319.67 feet to the north line
of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence
S89°58'55"E along said north line a distance of 1318.90 feet to the east line
of said Section 9; thence N00°07'02"E along said east line a distance of
1320.31 feet to the south line of the Northeast 1/4 of said Section 9; thence
S89°59'24"W along said south line a distance of 1978.66 feet; thence
N00°08'35"E a distance of 468.59 feet; thence N81°45'34"E a distance of
461.16 feet; thence N00°35'13"E a distance of 782.85 feet to the south line
of the North 1/2 of the Northeast 1/4 of said Section 9; thence S89°56'47"W
along said south line a distance of 540.84 feet to a point on the easterly
right of way line of Highway 17/92 (S.R. 15-600) said point being on a right
of way curve concave southeasterly, having a central angle of 03°50'51" and a
radius of 5673.58 feet; thence from a radial bearing of N76°30'18"W run
northeasterly along the arc of said right of way curve a Distance of 380.99
feet to a Point on Curve; thence on a radial bearing of S72°39'27"E a
distance of 300.00 feet; thence N24°13'55"E a distance of 384.76 feet to the
Point of Curvature of a curve concave to the southeast, having a central
angle of 65°40'16" and a radius of 1172.21 feet; thence run northeasterly
along the arc of said curve a distance of 1343.56 feet to the Point of
Tangency thereof, said point being on the north line of said Section 9;
thence N89°54'12"E along said north line a distance of 456.21 feet to the
Point of Beginning; said parcel containing 814.78 acres, more or less.

*correction of scrivener's errors in the deed recorded at O.R. Book 4419, Page 1689.

EXCEPT

O.R. BOOK 5702, PAGE 57, VOLUSIA COUNTY, FLORIDA

THAT PART OF:

Sections 9, 10 and 15, Township 19 South, Range 30 East, Volusia County, Florida lying West of State Road 400 (Interstate 4).

DESCRIBED AS FOLLOWS:

From a 4 inch round concrete monument with a tack in the center (no identification) at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 10, Township 19 South, Range 30 East, Volusia County, Florida as shown on that certain Florida Department of Natural Resources Certified Corner Report number 0048286 run South 00 degrees 07 minutes 01 seconds West 1707.17 feet along the West boundary of said Southwest $\frac{1}{4}$ for the POINT OF BEGINNING; thence run North 40 degrees 47 minutes 19 seconds East 689.36 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 49 degrees 20 minutes 00 seconds East 676.70 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 48 degrees 22 minutes 44 seconds East 670.91 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 02 degrees 18 minutes 06 seconds East 374.13 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 44 degrees 32 minutes 33 seconds East 258.92 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1" on the Northwesternly limited access right of line of State Road 400 (Interstate 4) as shown on the State of Florida, State Road Department Right of Way Map for State Road 400, Section Number 7716-401 and 7911-401, Dated July 1957; thence run South 41 degrees 32 minutes 29 seconds West 75.18 feet along said Northwesternly limited access right of way line to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 44 degrees 32 minutes 33 seconds West 186.04 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 85 degrees 22 minutes 23 seconds West 125.28 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 03 degrees 05 minutes 43 seconds West 60.50 feet; thence run South 87 degrees 36 minutes 44 seconds West 32.00 feet; thence run North 02 degrees 23 minutes 16 seconds West 105.00 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run South 89 degrees 07 minutes 33 seconds West 1279.35 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 34 degrees 42 minutes 23 seconds East 404.87 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 07 degrees 34 minutes 12 seconds East 112.37 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 38 degrees 46 minutes 48 seconds West 476.29 feet to a 4 inch square concrete monument with a disc stamped "FDOT JWGLB 1"; thence run North 40 degrees 47 minutes 19 seconds East 23.30 feet to the Point of Beginning.

Containing: 29.945 acres, more or less.

TOGETHER WITH

O.R. BOOK 4433, PAGE 2559

ALSO RECORDED IN

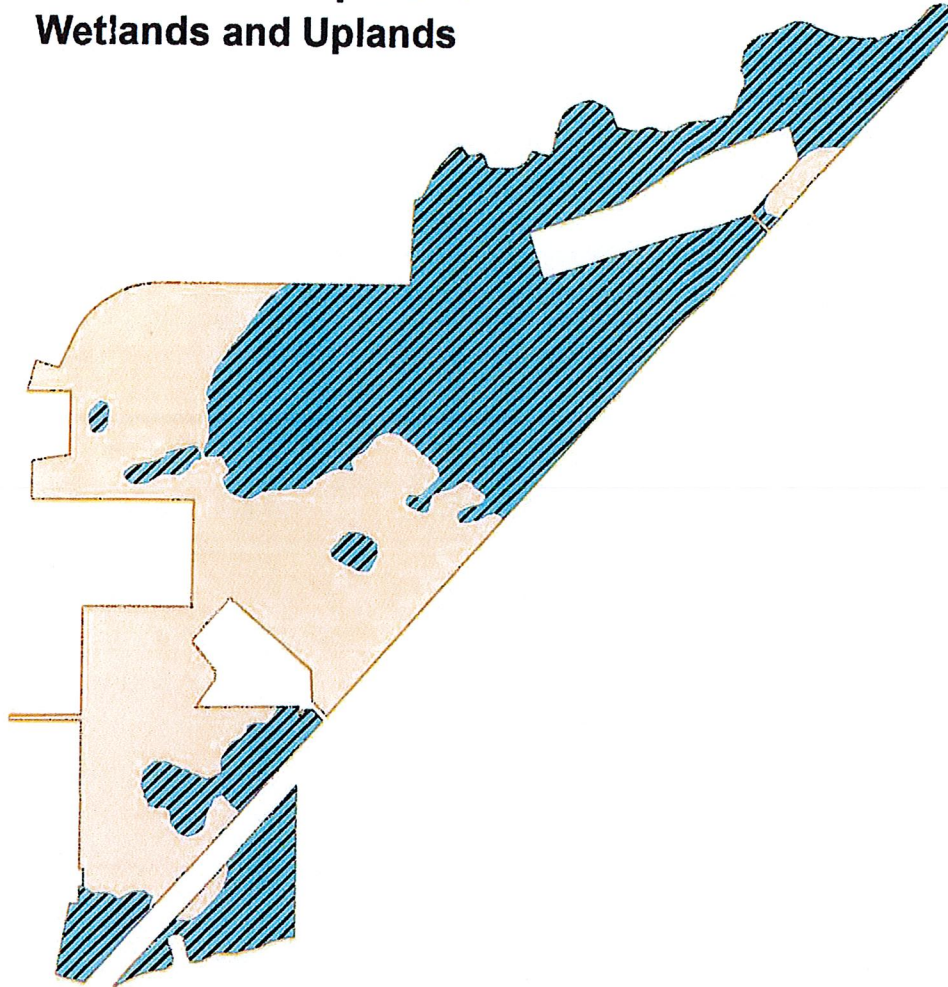
O.R. BOOK 4433, PAGE 2560

Government Lot 1 of Section 16, and Government Lot 4 of Section 15, Township 19 South, Range 30 East, Less Right of Way for State Road 400 (Interstate #4); and the North 66 feet of Lot 3, (E.A. Osteens Subdivision) being a subdivision of Government Lot 2 of Section 16, Township 19 South, Range 30 East and also Lot 8 East of the Road of (E.A. Osteens) Subdivision of Lot 2 of Section 16, Township 19 South, Range 30 East, Volusia County, Florida.

LESS the following:

COMMENCING at the Northeast corner of Lot 8, E.A. Osteen's Subdivision of Government Lot 2 as recorded in Map Book 16, Page 119, Volusia County, Florida; thence run North $00^{\circ}17'27''$ West a distance of 215.19 feet along the East line of said E.A. Osteen's Subdivision to the POINT OF BEGINNING; thence North $89^{\circ}42'33''$ East a distance of 50.00 feet; thence North $00^{\circ}17'27''$ West a distance of 215.19 feet; thence South $89^{\circ}42'33''$ West a distance of 50.00 feet to a point on said East line; thence South $00^{\circ}17'27''$ East a distance of 215.19 feet along said East line to the POINT OF BEGINNING.

**Exhibit "B" - Map 1 of 6
Wetlands and Uplands**



**Gemini Springs Addition
Conservation Easement**



0 500 1,000 2,000 Feet
1" = 20,000'



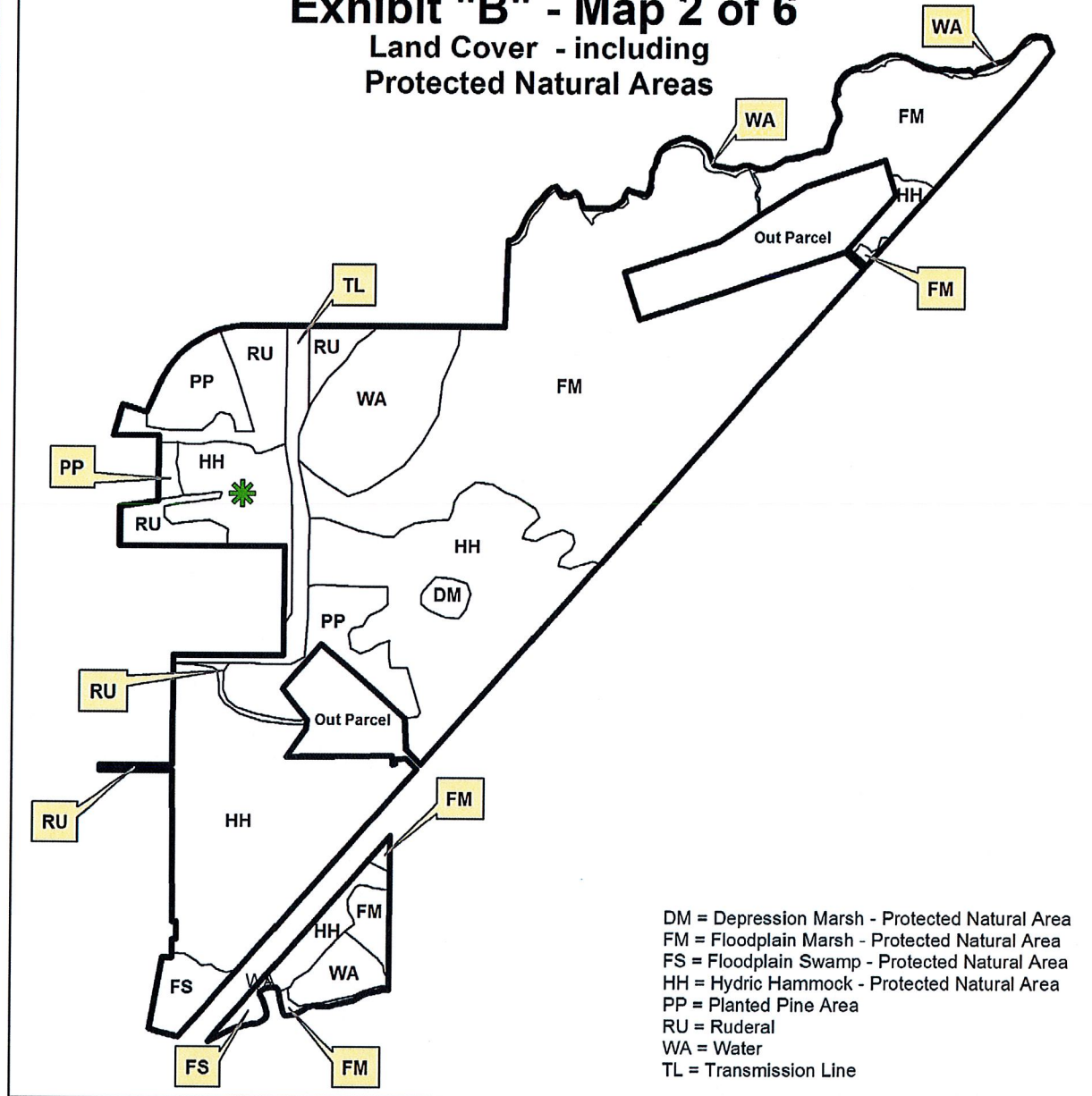
Legend

-  Wetlands
-  Uplands

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street, Palatka, Florida 32178-1429. Tel: (386) 329-4178.

Exhibit "B" - Map 2 of 6

Land Cover - including
 Protected Natural Areas




Gemini Springs Addition Conservation Easement



0 500 1,000 2,000 Feet
 1" = 20,000'

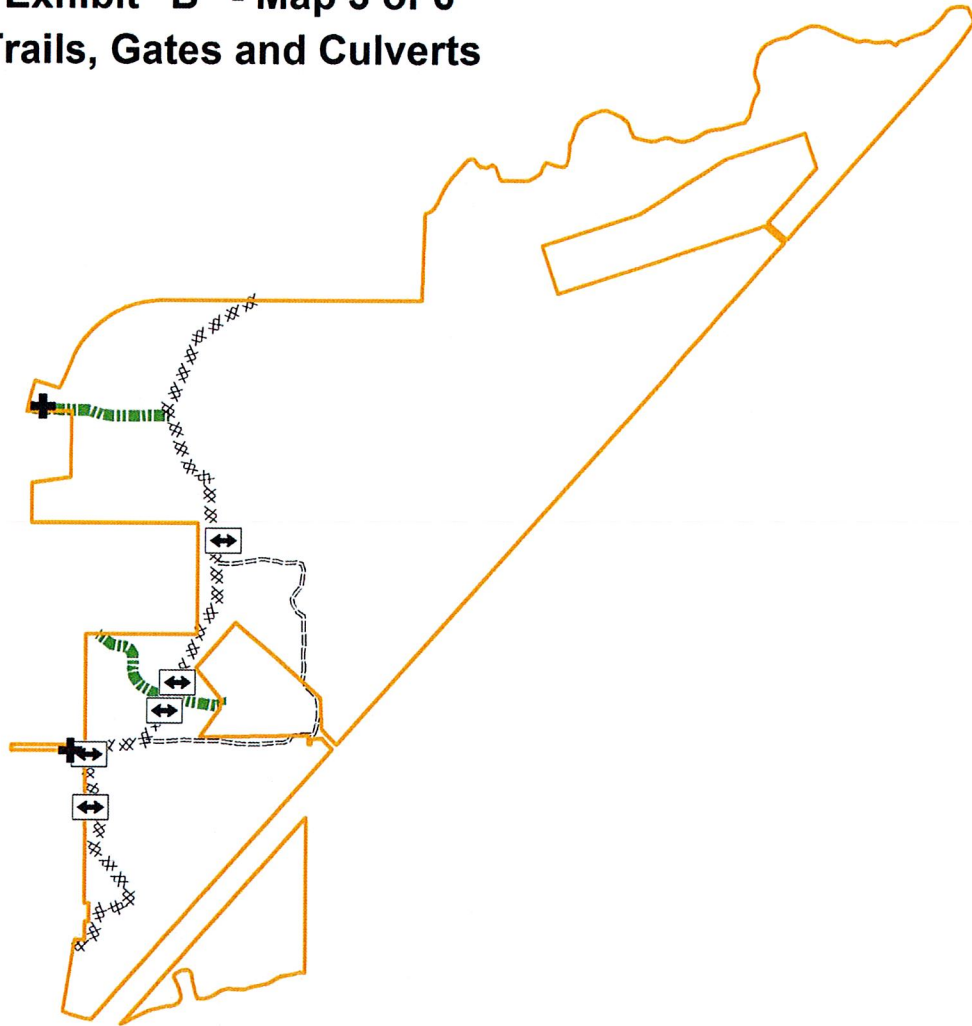


 Gemini Springs Addition

 Bald Eagle Nest

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

Exhibit "B" - Map 3 of 6 Trails, Gates and Culverts



Gemini Springs Addition Conservation Easement



0 500 1,000 2,000 Feet
1" = 20,000'

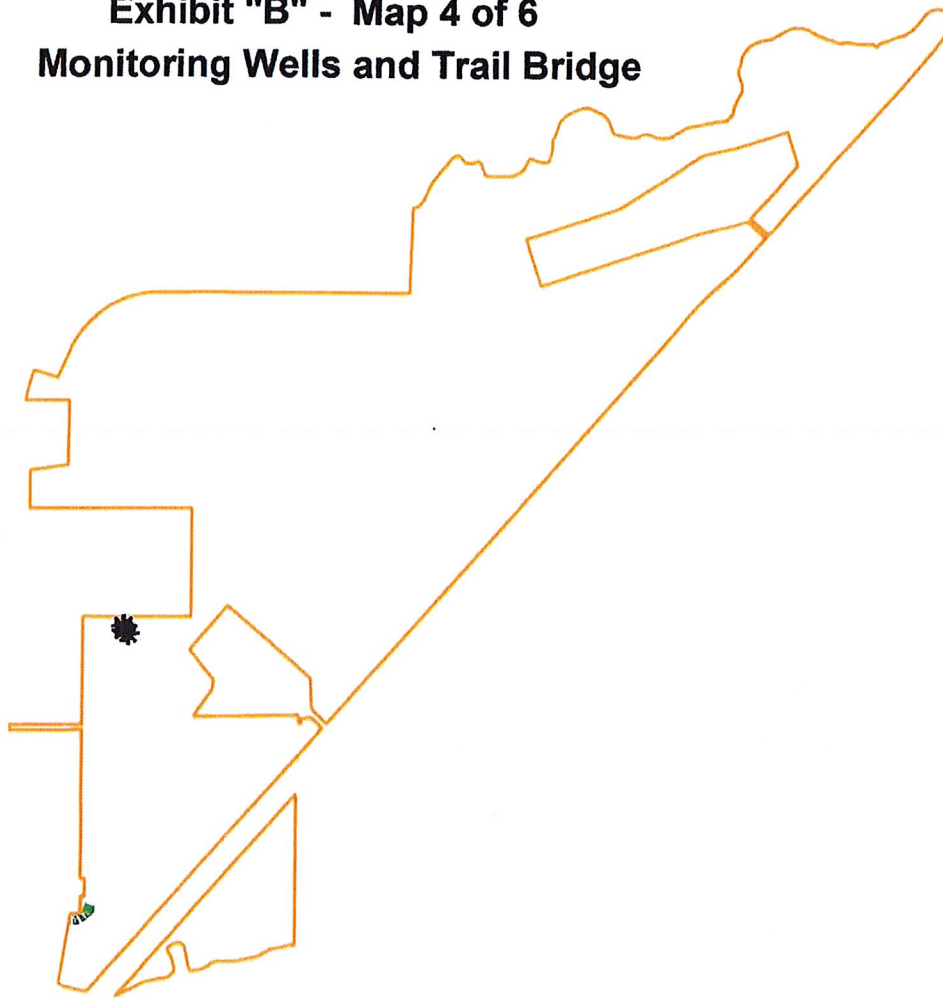


Legend

- Gates
- Culverts
- Paved Trail
- Unpaved Trail
- White Trail - Unpaved

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

Exhibit "B" - Map 4 of 6
Monitoring Wells and Trail Bridge



**Gemini Springs Addition
Conservation Easement**



0 500 1,000 2,000 Feet
1" = 20,000'

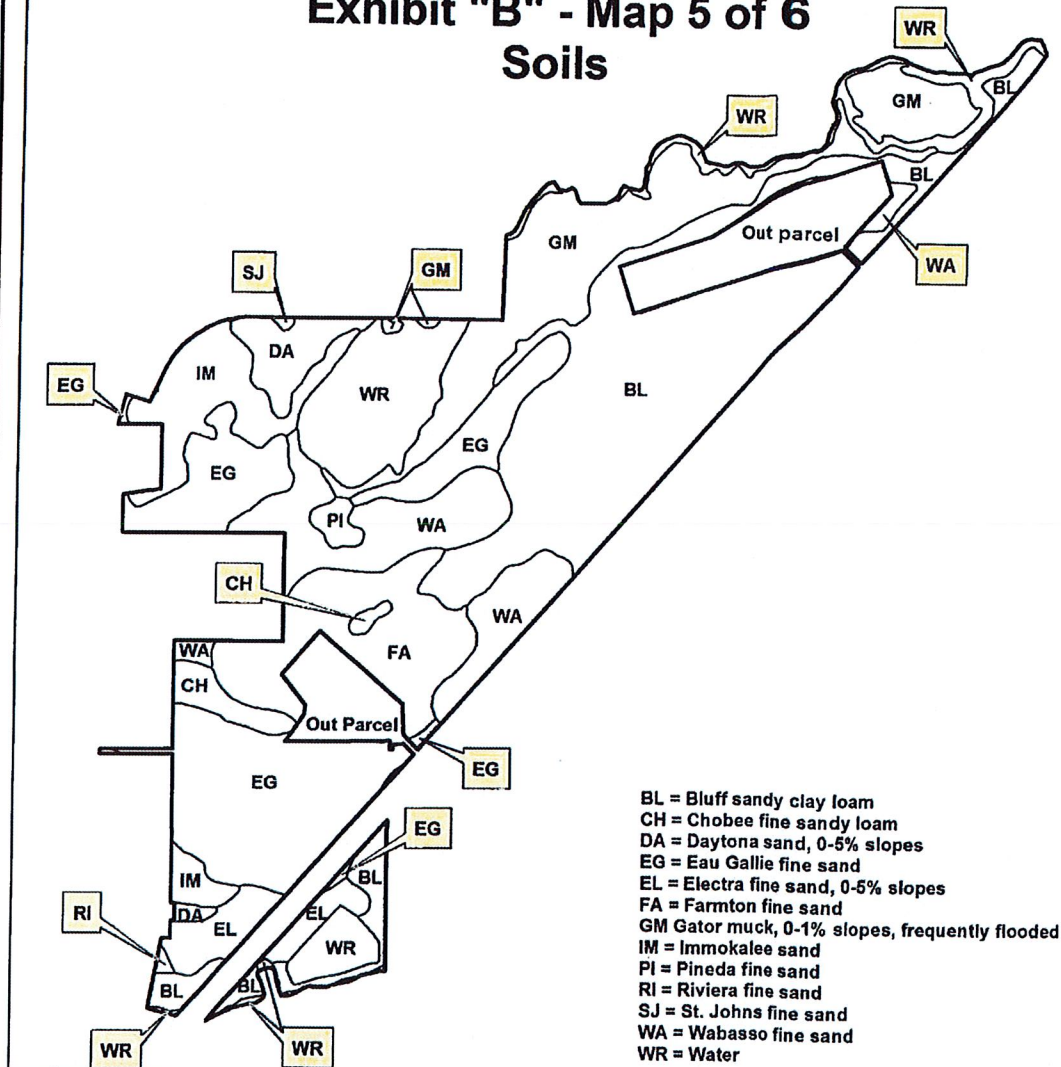


Legend

- * SJRWMD Monitoring Wells (4)
- Trail Bridge

The St. Johns River Water Management District prepares and uses this information for its own purposes and the information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting St. Johns River Water Management District, Geographic Information Systems Program Manager, P.O. Box 1429, 4049 Reid Street, Palatka, Florida 32978-1429. Tel: (386) 329-4176.

Exhibit "B" - Map 5 of 6 Soils

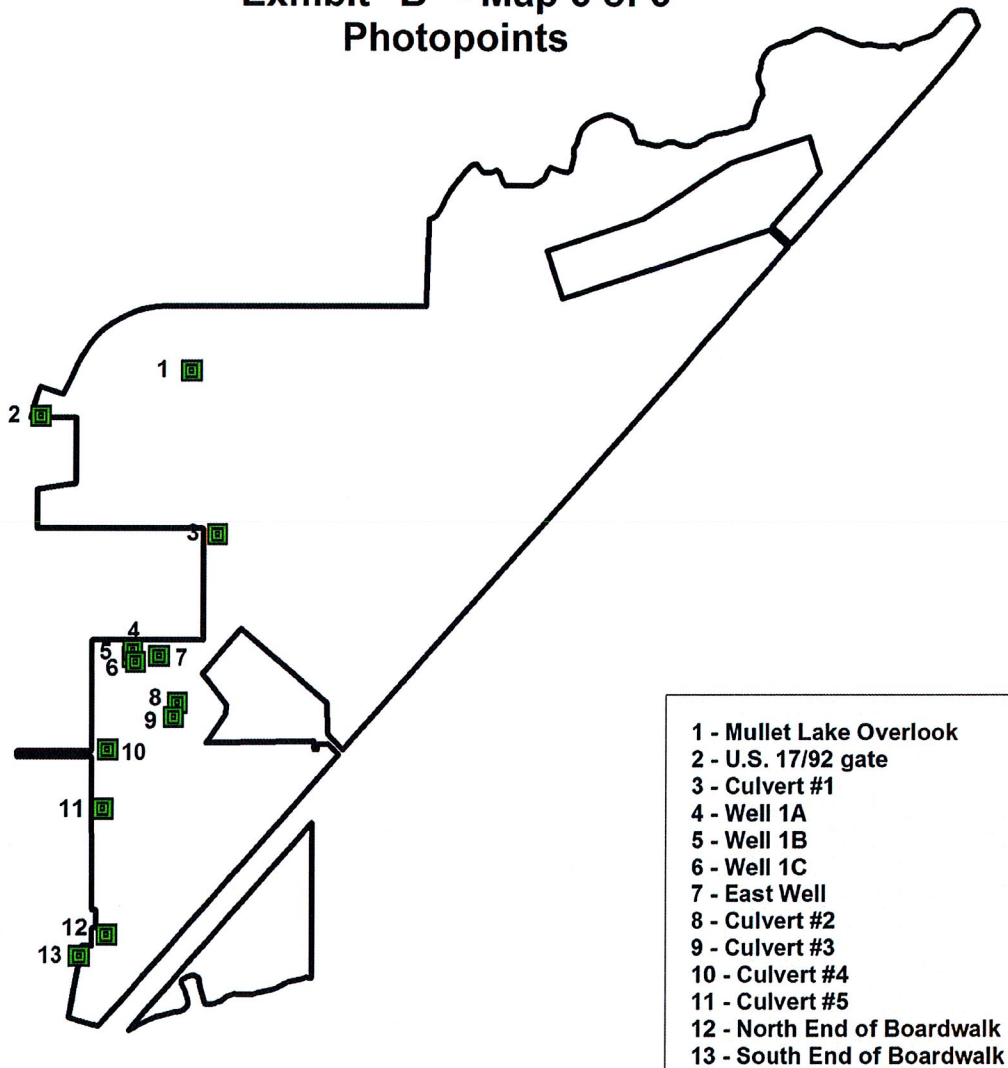


Gemini Springs Addition Conservation Easement



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

Exhibit "B" - Map 6 of 6 Photopoints



Gemini Springs Addition Conservation Easement



0 500 1,000 2,000 Feet
1" = 20,000'



Gemini Springs Addition
 Photopoints

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

EXHIBIT 2

Gemini Springs Addition Land Management Plan

Plants & Animals

Plants

| Genus | Species | Common Name | FDACS | USFWS | CITES | FNAI |
|--------------------|----------------------|-------------------------|-------|-------|-------|------|
| <i>Acer</i> | <i>rubrum</i> | Southern red maple | | | | |
| <i>Camphora</i> | <i>cinnamomum</i> | Camphor tree * | | | | |
| <i>Carya</i> | <i>glabra</i> | Pignut Hickory | | | | |
| <i>Coreopsis</i> | <i>sp.</i> | Tickseed | | | | |
| <i>Eupatorium</i> | <i>capillifolium</i> | Dog fennel | | | | |
| <i>Hypericum</i> | <i>sp.</i> | St. John's-wort | | | | |
| <i>Imperata</i> | <i>cylindrical</i> | Cogongrass * | | | | |
| <i>Indigofera</i> | <i>hirsuta</i> | Hairy indigo * | | | | |
| <i>Juncus</i> | <i>sp.</i> | Rush | | | | |
| <i>Juniperus</i> | <i>virginiana</i> | Red cedar | | | | |
| <i>Liquidamber</i> | <i>styraciflua</i> | Sweetgum | | | | |
| <i>Magnolia</i> | <i>grandiflora</i> | Southern magnolia | | | | |
| <i>Magnolia</i> | <i>virginiana</i> | Sweetbay | | | | |
| <i>Momordica</i> | <i>charantia</i> | Wild balsam apple * | | | | |
| <i>Myrica</i> | <i>cerifera</i> | Wax myrtle | | | | |
| <i>Paspalum</i> | <i>notatum</i> | Bahiagrass * | | | | |
| <i>Pinus</i> | <i>elliottii</i> | Slash pine | | | | |
| <i>Pontederia</i> | <i>cordata</i> | Pickernelweed | | | | |
| <i>Prunus</i> | <i>serotina</i> | Wild cherry | | | | |
| <i>Quercus</i> | <i>laurifolia</i> | Laurel oak; Diamond oak | | | | |
| <i>Quercus</i> | <i>nigra</i> | Water oak | | | | |
| <i>Quercus</i> | <i>virginiana</i> | Live oak | | | | |
| <i>Sabal</i> | <i>palmetto</i> | Cabbage palm | | | | |
| <i>Salix</i> | <i>caroliniana</i> | Carolina willow | | | | |
| <i>Sapium</i> | <i>sebiferum</i> | Chinese tallow * | | | | |
| <i>Serenoa</i> | <i>repens</i> | Saw palmetto | | | | |
| <i>Solamum</i> | <i>viarum</i> | Tropical soda apple * | | | | |
| <i>Spartina</i> | <i>bakeri</i> | Sand cordgrass | | | | |
| <i>Typha</i> | <i>sp.</i> | Cattail | | | | |
| <i>Ulmus</i> | <i>americana</i> | Florida elm | | | | |

Birds

| Genus | Species | Common Name |
|-------------------|----------------------|---------------------|
| <i>Anas</i> | <i>discors</i> | Blue-winged Teal |
| <i>Anhinga</i> | <i>anhinga</i> | Anhinga |
| <i>Ardea</i> | <i>herodias</i> | Great Blue Heron |
| <i>Ardea</i> | <i>alba</i> | Great Egret |
| <i>Bubulcus</i> | <i>ibis</i> | Cattle Egret |
| <i>Eudocimus</i> | <i>albus</i> | White Ibis |
| <i>Pandion</i> | <i>haliaetus</i> | Osprey |
| <i>Buteo</i> | <i>lineatus</i> | Red-shouldered Hawk |
| <i>Haliaeetus</i> | <i>leucocephalus</i> | Bald Eagle |

Listed Birds

| Common Name | Scientific Name | FWC | USFWS | CITES | FNAI |
|-------------|-------------------|-----|-------|-------|------|
| Great Egret | <i>Ardea alba</i> | | | | S4 |

Animals

| Common Name | Scientific Name | FWC | USFWS | CITES | FNAI |
|-------------------------|-----------------------------------|-----|-------|-------|------|
| American alligator | <i>Alligator mississippiensis</i> | | | | |
| Nine-banded armadillo * | <i>Dasypus novemcinctus</i> | | | | |
| Raccoon | <i>Procyon lotor</i> | | | | |
| White-tailed deer | <i>Odocoileus virginianus</i> | | | | |
| Wild pig (feral hog) | <i>Sus scrofa</i> | | | | |
| Wild turkey | <i>Meleagris gallopavo</i> | | | | |

*Indicates an exotic species per Florida Fish and Wildlife Conservation Commission.

EXHIBIT 3

Gemini Springs Addition Land Management Plan

Past Management Summary

Following acquisition of the two parcels that comprise Gemini Springs Addition (Empire Cattle and Woodruff) in 1999, SJRWMD Land Management staff evaluated the properties for future management goals and objectives. Together, the two parcels comprised a Florida Department of Transportation (FDOT) mitigation project required to offset environmental impacts associated with the improvements to Interstate 4 near and adjacent to Lake Monroe.

The intent of the mitigation project was to restore, enhance and protect the water resource values of the property. Consequently, the primary objectives of land management activities, as contained in the 2000 Land Management Plan, were directed towards securing the property, addressing past hydrologic alterations, and controlling nuisance and exotic vegetation. Major accomplishments addressing those objectives included repairing perimeter fencing, installing lockable gates at all points of entrance, replacing and installing culverts, and initiating a nuisance and exotic control program.

Focus on enhancement and restoration goals resulted in reintroducing pines on a 75-acre area of improved pasture. In addition to hydrologic improvements resulting from repair or replacement of deteriorated culverts, a relic road from prior work by FDOT was removed to restore water flow to freshwater marsh.

Although prescribed fire is the preferred method of managing the natural resources found on the property, the proximity of major highways (Interstate 4 and US Highway 17-92) severely limits, if not totally prohibits its use, in the uplands. This limitation was overcome by initiating a mowing/roller chopping program to control invading vegetation.

Management of the property involved a number of ongoing activities as seen in the Management Activity Implementation Chart included in the 2006 Gemini Springs Addition Land Management Plan. Those ongoing activities represent efforts to assure the intent of the mitigation project continues. The Implementation Chart from 2006 Gemini Springs Addition Land Management Plan is attached on Pages 2 and 3 for reference.

**Gemini Springs Addition
Management Activity Implementation Chart**

| TASK | RESPONSIBLE LEAD | DUE DATE | COOPERATORS |
|---|------------------|----------|-------------------------------------|
| RESOURCE PROTECTION AND MANAGEMENT | | | |
| <u>Water Resource Protection</u> | | | |
| Continue cooperating with Volusia County on ASR project. | DLA | 6/2006 | DLM |
| | | | |
| <u>Fire Management</u> | | | |
| Continue mechanical treatment of improved pastures and floodplain marsh. | DLM | ongoing | ES |
| | | | |
| <u>Forest Management</u> | | | |
| Evaluate need to plant remaining improved pasture in pine species. | DLM | 12/2006 | |
| | | | |
| <u>Listed Species</u> | | | |
| Plants & Animals | | | |
| Continue to add to species lists. | DLM | ongoing | ES |
| Identify special protection areas and management strategies for threatened, endangered, or imperiled species and communities. | DLM | Ongoing | ES |
| | | | |
| <u>Exotic Species</u> | | | |
| Plants & Animals | | | |
| Continue coordinating with Vegetation Management staff to set up monitoring and treatment of exotic plants. | DLM | annually | |
| | | | |
| LAND USE MANAGEMENT | | | |
| <u>Access</u> | | | |
| Maintain perimeter signs. | DLM | ongoing | |
| Coordinate with County to develop new trailhead sign. | DLM | 6/2006 | |
| | | | |
| <u>Recreation</u> | | | |
| Continue coordinating with Volusia County during construction of the large multi-use trail. | Volusia | 12/2006 | DLM |
| | | | |
| <u>Security</u> | | | |
| Continue coordinating Volusia County Sheriff's office and District's contracted security, if necessary. | DLM | ongoing | Volusia County, contracted security |
| | | | |
| <u>Acquisition</u> | | | |
| Continue to pursue potential acquisitions in this area. | DLA | ongoing | |
| | | | |
| <u>Cooperative Agreements</u> | | | |
| Maintain agreement to assist with the management and maintenance Gemini Springs Addition. | DLM | ongoing | |
| | | | |
| | | | |

| TASK | RESPONSIBLE LEAD | DUE DATE | COOPERATORS |
|--|---------------------|-------------|-------------|
| <u>Leases, Easements, and Concessions</u> | | | |
| Develop easement with Volusia County for ASR site if Gemini Springs Addition found to be suitable. | DLA | 2006 | DLM |
| Continue to work with FP&L, FDOT, and BellSouth regarding their easements. | DLA | Ongoing | |

KEY

| | |
|-------|---|
| DE | Division of Engineering |
| DLA | Division of Land Acquisition |
| DLM | Division of Land Management |
| DPM | Division of Project Management |
| DPWSR | Division of Public Works, Southern Region |
| DRM | Division of Resource Management |
| DWR | Department of Water Resources |
| ES | Division of Environmental Sciences |
| FDHR | Florida Division of Historical Resources |
| FDOT | Florida Department of Transportation |
| FTA | Florida Trail Association |
| FWC | Florida Fish and Wildlife Conservation Commission |
| LCWA | Lake County Water Authority |
| NRCS | Natural Resources Conservation Service |
| OC | Office of Communication |
| USFWS | United States Fish and Wildlife Service |

EXHIBIT 4

Gemini Springs Addition Land Management Plan Fire Management Plan

Introduction

The 948 +/- acre Gemini Springs Addition lies within the middle St. Johns River basin. This property is located in the City of Debary, in Volusia County between Interstate 4 and US Highway 17-92. Lake Monroe Park and Gemini Springs Park, both county parks, are located immediately to the south and north respectively. This acquisition provides for protection of wetlands on the west shore of Lake Monroe.

Prior to acquisition and until March of 2000, the principal land use on the property was cattle grazing. The property has approximately 45 acres of improved pasture (not including 75 acres that were planted in pine trees), and approximately 400 acres of floodplain marsh that were likely burned on a 2-3 year rotation to improve forage for cattle.

Purpose and Objectives

The objectives of prescribed fire on the Gemini Springs Addition would be restorative in nature and geared towards creating a mosaic of native plant communities and to promote ecological diversity. Additionally, fuel management will be a consideration when burning these zones. Through prescribed fire, it is possible to maintain and improve wildlife habitat, perpetuate fire dependent communities, promote species diversity, and reduce the accumulation of hazardous fuel loads and associated wildfire risks.

A significant limiting factor for the application of prescribed fire on the majority of the Gemini Springs Addition property is the close proximity to sprawling urban areas, Interstate 4, US Highway 17-92, utility corridors and Dirksen Road. Thus, smoke management is paramount. Any potential burns will be conducted to minimize off-site impacts, by maneuvering smoke plumes away from highways and urban areas and by ensuring adequate smoke dispersal. Given the juxtaposition of the smoke sensitive areas, routine use of prescribed fire may be impractical. Alternative mechanical and chemical treatments may be necessary to simulate prescribed fire.

The use of prescribed fire on the Gemini Springs Addition property will be limited to the approximately 45 acres of improved pasture and 75 acres planted with slash pine (*Pinus elliotti*.) The targeted return fire interval will be 1-4 years as a best practice for pine plantations.

Prescribed fire is an integral component in the management and maintenance of floodplain marsh communities. However, the close proximity of the marsh systems on the Gemini Springs Addition property to Interstate 4 may make the use of prescribed fire impractical. Mechanical and chemical measures will be taken to mimic the effects of fire in this plant community when and/or where the use of prescribed fire is ruled out. This process will continually be reevaluated. Either mowing or chopping, or a combination of the two, will be used under dry conditions to maintain the balance between the native marsh grasses and shrubs that typically succeed in the

absence of fire. Such mechanical treatments will be employed when necessary to maintain the grass vs. shrub balance and when conditions are suitable for mechanical access.

Smoke Management

There are several critical smoke sensitive areas that surround the property and affect the smoke management of each burn zone according to their location and distance from each zone. The smoke sensitive areas near the Gemini Springs Addition include Interstate 4, US Highway 17-92, Dirksen Road, utility corridors and the City of Debary. Before a burn permit is obtained from the FDOF, a fire weather forecast is obtained and evaluated for suitable burning conditions and smoke management objectives. A wind direction is chosen that will transport smoke away from smoke sensitive areas. The smoke plume from burns in these fire management units can be directed back through the property. Smoke can then mix and loft into the atmosphere over this uninhabited land adequately enough to minimize off-site impacts.

A smoke screening process will be completed with each prescription to plot the direction of the smoke plume, to allow for horizontal dispersion and wind shifts, and to identify critical smoke sensitive areas. A critical area is a smoke sensitive area within one mile downwind of the burn zone. If a critical smoke sensitive area is downwind from the projected smoke plume, then the burn should not be conducted. A more suitable wind direction will be plotted.

Suppression

The Gemini Springs Addition is a highly sensitive area with regards to potential smoke impacts. The property's proximity to major highways and urban areas and the presence of organic soils will require prompt action in the event of a wildfire. All wildfires will be suppressed according to guidelines for wildfire suppression.

EXHIBIT 5
Gemini Springs Addition Land Management Plan
Invasive and/or Exotic Species Management Plan
(aka "Plan for Treatment of Invasive and/or Exotic Species")

Background

The Gemini Springs Addition was acquired in 1999 as two properties, the Hugh West Tract (Empire Cattle Company) and the Woodruff Tract. The Gemini Springs Addition initially consisted of 977 +/- acres, however 30 +/- acres were transferred to the Florida Department of Transportation (FDOT) resulting in a final acreage of 948 +/- acres. The properties were acquired and enhanced by the St. Johns River Water Management District (District) using FDOT funding. The acquisitions provided mitigation for FDOT to offset impacts associated with improvements to Interstate 4 over the St. Johns River and associated floodplain at Lake Monroe, and to offset impacts associated with the portion of SR 417 in Basin 18. As such, this property is linked to US Army Corps of Engineers (ACOE), District, and Florida Department of Environmental Protection (FDEP) permits and has specific conditions that must be met in order to maintain compliance with the permit conditions. To meet permit conditions, an invasive and/or exotic species management plan is necessary.

Intent

The intent of this plan is to identify treatment areas and methods that reduce the populations of invasive and/or exotic species (FLEPPC Category I and II species, Feral hogs, Nutria, etc.) with the goal of achieving eradication or a maintenance level of control. A maintenance level of control, in general, is considered to be achieved when time spent looking for invasive and/or exotic species exceeds time spent treating invasive and/or exotic species.

Functional Plan

Year 1 – Within three (3) months of transfer of the Gemini Springs Addition from the District to the County, the County shall:

1. Assess current site condition and provide to the District an ESRI compatible file (e.g., geodatabase, shape file) showing current cover by invasive and/or exotic plants or evidence of invasive and/or exotic animals.
2. Identify Management Review Team Members (include 1 or more District staff).

Year 2 and annually thereafter, the County shall:

1. Work Plan – provide to the District a map of planned treatment areas and treatment methods for approval, on or before April 15th, and summary of previous treatment.*
2. Implement approved Work Plan.

10-year Assessment – Every 10 years from date of transfer, the County shall:

1. Assess current site condition for cover by invasive and/or exotic plants or evidence of invasive and/or exotic animals.
2. Update invasive and/or exotic species management plan.
3. Update Management Review Team Members.

*Annual Work Plan will be submitted to the District's FDOT Mitigation Program Coordinator (or designee) for review/comment and approval. If comments/approval are not provided within thirty (30) days of receipt, the annual Work Plan shall be considered approved.