

CITY OF DUNNELLON SPECIAL CITY COUNCIL MEETING

DATE: November 21, 2016

TIME: 5.30 p.m.

PLACE City Hall

20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Green called the meeting to order at approximately 5:33 p.m. and led the Council in the Pledge of Allegiance. He asked if a citizen would volunteer to open with prayer Chief McQuaig provided the invocation.

ROLL CALL

The following members answered present at roll call:

Walter Green, Mayor, Seat 1

Larry Winkler, Councilman, Seat 2

Chuck Dillon, Councilman, Seat 3

Valerie Hanchar, Councilwoman, Seat 4

Richard Hancock, Vice-Mayor, Seat 5

STAFF PRESENT

Dawn Bowne, Interim City Manager/City Clerk

Jan Smith, Finance Officer

Mike McQuaig, Police Chief

Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Andrew Hand

Shepard, Smith & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, November 18, 2016. The agenda was modified November 21, 2016 to add additional backup to Item #1 and letter by Vice-Mayor Hancock.

Council's Comments Regarding Agenda

There were none.

PUBLIC COMMENTS

John Nephew, 9980 SW 183rd Circle, discussed the Rainbow River being a world class resource and the need to be very careful on how it's developed.

Mathew Baillargeon, 22637 SW Surf Blvd, Ocala, suggested having "Public Comments" at the end of the meeting in order for the public to hear from Council and then be able to comment.

Council and staff engaged in a brief discussion regarding “Public Comments.”

Louise Kenny, 19970 Ibis Court, stated she was confused when reading the agenda and wasn't sure if Council was going to take action on the traffic issues or revenue regarding the Rainbow River Corridor. She suggested Council hold additional workshops to address the issues.

Mrs. Kenny provided Council with handouts of the *Management Plan Blue Run of Dunnellon Park*, the *Warranty Deed* and the *Perpetual Conservation Easement* for the park, *which are attached hereto and made a part of these minutes*. She discussed the partners and groups instrumental in developing the Management Plan and its goals.

Vice-Mayor Hancock explained the topic is on the agenda for the purpose of discussion and review only.

Bill Vibbert, 9552 SW 192nd Court Road, discussed the documents Mrs. Kenny provided in her handouts. He also provided a handout to Council and explained the history in developing the Management Plan.

Burt Eno, 9220 SW 193rd Circle, President of the Rainbow River Conservation (RRC) group and the Rainbow Springs Property Owners Association, provided a handout for the upcoming Rainbow River Conservation, Inc. annual meeting to be held on Saturday, December 3, 2016 and invited all to attend. He said his only interest is in conserving the river and its resources.

Danielle Stevens, DBA Executive Director, discussed her experience in talking with the tubers exiting the river. She stated they are less interested in spending dollars in the City after tubing and more anxious to get home.

Andy Arevalo, 11928 N Williams Street, said he also surveyed the exiting tubers at Blue Run Park and came to the same conclusion as Ms. Stevens.

Mary Ann Hilton, 12078 Palmetto Court, stated she would also like to have “Public Comments” at the end of the meeting.

REGULAR AGENDA

AGENDA ITEM NO. 1 – RAINBOW RIVER CORRIDOR ACTIVITY REVIEW – VICE-MAYOR HANCOCK

Vice-Mayor Hancock provided an update on the Rainbow River Corridor Task Force committee consisting of Mrs. Bowne and Chief McQuaig, with input from Attorney Hand, and their efforts to learn and improve on the management of Blue Run of Dunnellon Park. He reviewed the letter he composed to the Marion County Board of County Commissioners and Rainbow Springs Park Manager, along with support letters from neighboring

communities along the Rainbow River Corridor, *which are attached hereto and made part of these minutes.*

Vice-Mayor Hancock discussed the importance of the City and the other public agencies involved with the park to be honest partners in managing the river and park responsibly. He thanked Mrs. Bowne, Chief McQuaig and Attorney Hand for being very helpful in this process.

Vice-Mayor Hancock provided a PowerPoint presentation, which can be viewed by clicking on the link. [Rainbow River Corridor Review](#)

Vice-Mayor Hancock said if Council agrees, he would like to support those who have committed to supporting the City, and send the letter to those partners explaining our concerns and respectfully asking them to work with us.

Vice-Mayor Hancock moved to approve sending the letter along with the supporting community letters to the appropriate agencies. Councilman Dillon seconded the motion.

Vice-Mayor Green called for discussion. Mr. Eno said he was very pleased with Vice-Mayor Hancock's presentation and the objectives he spelled out. He said he believes there are solutions to developing a cohesive outlook on this matter.

Bill Vibbert commented on the carrying capacity and the proper balance to protect the resource of the Rainbow River.

The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 2 – BLUE RUN MANAGEMENT PLAN UPDATE - VICE - MAYOR HANCOCK

Vice-Mayor Hancock provided a PowerPoint presentation, which can be viewed by clicking on the link: [Blue Run Management Plan Update](#)

Vice-Mayor Hancock stated while reviewing the documents, he learned an annual review is required by the City and only one has been completed to date. He spoke to Jennifer Carver, Project Planner at FCT, and she indicated she would be willing to work with the City in bringing the reports up to date in one document. He said there is a process underway to identify what the City is required to do in meeting our responsibilities.

Attorney Hand explained there were many drafts of the Management Plan and one of the obstacles was obtaining the most current version and working with those documents. He said the good news is, in reviewing those documents, he discovered that the City has more leverage than initially thought. He stated by having those documents and discussions, much information has been discovered that is beneficial to the City.

Council and staff engaged in brief discussion regarding the amount of revenue the County is collecting from tubers that exit at Blue Run of Dunnellon Park.

Vice-Mayor Hancock stated once the study is completed, he would like to proceed with some "action steps" by establishing a group and inviting the partners. He said he received comments from the FTC and they are very pleased Dunnellon is getting involved and they are most supportive.

Comments were received by the following:

- Bill Vibbert
- Louise Kenny
- Mary Ann Hilton

AGENDA ITEM NO. 3 – BLUE RUN PARK REVENUE – COUNCILMAN DILLON

Councilman Dillon suggested charging vendors who pick up more than five (5) tubers at Blue Run Park an annual fee of \$5,000. He said this will help limit the number of tubers to the capacity of the parking lot at KP Hole. He expressed his concerns regarding law enforcement on the Rainbow River and allowing commercial enterprises on public property.

Vice-Mayor Hancock stated Marion County and the City should work this out through the Blue Run Park Advisory Council.

Walk on Issue

Mrs. Bowne explained as a requirement of the CDBG Grant, Council is to appoint a Citizen's Advisory Task Force (CATF). She stated the following City residents have agreed to serve on the CATF. Linda Fernandez, Jane Keele, Terry Dunham, Cheryl Miller and Tad Wooten, with the alternates being: Joe Campfield and Kathleen Goodloe.

Mrs. Bowne said the CATF will meet once or twice to discuss and vote on the project(s) presented by staff and make a recommendation to Council for consideration. She reviewed the CDBG timeline and asked Council to consider a Special City Council Meeting on November 30, 2016 to facilitate the deadline.

Councilwoman Hanchar moved to appoint the following members to the Citizen's Advisory Task Force (CATF):

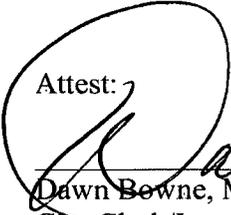
Linda Fernandez, Jane Keele, Terry Dunham, Cheryl Miller, and Tad Wooten, with the alternates being: Joe Campfield and Kathleen Goodloe. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

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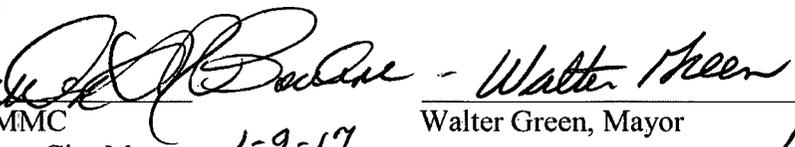
AGENDA ITEM NO. 4 – ADJOURN

At approximately 9:44 p.m. Councilman Dillon moved the November 21, 2016 Special City Council meeting be adjourned. Vice-Mayor Hancock seconded. All members voted in favor. The motion passed 5-0.

Attest:


Dawn Bowne, MMC

City Clerk/Interim City Manager 1-9-17

 - Walter Green
Walter Green, Mayor

1-9-17

MANAGEMENT PLAN
BLUE RUN OF DUNNELLON PARK



Project No.: 07-022-FF7

March 2008

Submitted by Louise Kenney 11/21/10 Council Meeting

Executive Summary

There are few places in Florida, or America, that equal the natural resource superlatives of the Rainbow River. One of the world's longest spring runs, and one of the clearest aquatic systems on earth, the Rainbow River is Florida's third largest spring. The Rainbow River is a National Natural Landmark, an Aquatic Preserve, an Outstanding Florida Water and a SWIM Priority Body of Water. On its way to the Gulf of Mexico, the Rainbow River provides habitat for 300 plant species, 70 bird species, 20 reptiles, 15 mammals, and more than 40 species of fish. *The Rainbow River is a globally significant resource.* The Rainbow River also provides significant economic benefits to Dunnellon, Marion County, and the State of Florida.

The City of Dunnellon is closely identified with the Rainbow River, and its residents have supported recent efforts to protect the Rainbow River from threats from inappropriate development. Through the Florida Communities Trust grant program, Dunnellon is working to protect the Rainbow River while providing visitors from across Florida recreational and educational experiences. It has been a major goal of the City of Dunnellon for many years to acquire this property on the Rainbow River for use as a public park.

Working with Marion County as the principal partner, and other partners including the Office of Greenways and Trails, the Trust for Public Land, and the Rainbow River Conservation, Inc., the Blue Run of Dunnellon Park Management Plan will provide critical protection and long term management of a significant section of the Rainbow River Corridor. Marion County and Dunnellon have worked closely on the development of this Management Plan, and have executed an Interlocal Agreement outlining the partnership. Marion County has agreed to provide a 10% match of the acquisition cost.

The 32.44-acre property contains a remarkable combination of outstanding features and natural resources ideal for a new public park. First, the Blue Run of Dunnellon Park contains exceptional examples of natural communities including spring run stream, sandhill, hydric hammock, xeric hammock, upland mixed forest, and even a 3-acre spring-fed pond. The forest canopy contains many very large trees, and a lush bald cypress forest along the Rainbow River. The property also supports a rich diversity of wildlife including active gopher tortoise burrows, American alligators, wading birds, otters, and nesting Suwannee cooters. The proposed trail system and river overlook will provide visitors an opportunity to observe wildlife up close, and learn about Florida's springs and natural communities. The vacated Seaboard Railroad right-of-way will become a trail that will provide an important connector link in the State Trails Plan.

The concept of the Management Plan is to carefully overlay the required public facilities and trails on the property to ensure the long-term protection of the natural communities while providing visitors with exceptional natural resource and interpretive experiences. Interpretive kiosks and wayside exhibits in the parking areas and three trails will present a variety of natural and cultural history themes. The Management Plan identifies the capital improvement facilities required for visitor comfort, access, and safety as well as the maintenance, operational, and regulatory needs. The Management Plan recognizes that importance of a comprehensive approach for a successful park program.

The overall goal of the Management Plan is to provide visitors with a safe experience in one of Florida's natural treasures, while ensuring that the park's natural resources are protected for future generations.

VI. Cost Estimates and Funding Sources

Estimated costs for the project site improvements after acquisition are as follows:

Structures and Improvements

Blue Run of Dunnellon Project List			
	Project Item	Est. Cost	Source
1	Install Fence on North and East Side	\$14,000	Marion County
2	Implement Invasive Plant Removal Plan (see item 9)	Low: \$3000 High: \$10,000	SWFWMD CFI grant
3	San Jose Trailhead Parking Lot	\$3,000	OGT RTP grant
4	Main Parking Lot Improvement	\$250,000	SWFWMD CFI grant
5	Install Comfort Station with Drinking Fountain (ADA Compliant)	\$100,000-\$130,000	OGT RTP grant
6	Install Two Bike Racks	\$1,800	OGT RTP grant
7	Construction Of Walking Trails (2) Pond Trail and Sandhill Trail	\$500 to \$3000	OGT RTP grant
8	Greenways Trail Extension (Adaptive Reuse On Seaboard RR ROW)	\$30,000	OGT
9	Kayak and Tuber Access Improvement (Detention Swale Improvement)	\$10,000	SWFWMD CFI grant
10	Implement Vegetation Restoration Plan	\$200 per acre	SWFWMD
11	Install Rainbow River Bird Observation Platform	\$100 per linear foot	SWFWMD CFI grant
12	Build Two Picnic Shelters	\$33,000 Each	Felburn grant
13	Install Park Sign with Acknowledgement of FCT	\$1,000	Dunnellon
14	Install Two Three-Panel Kiosks	\$5,000	OGT RTP grant
15	Install Six Wayside Exhibits (24 x 30)	\$15,000	OGT RTP grant
16	Install Twenty Interpretive Signs (12 x 12)	\$5,000	OGT RTP grant
17	Build Pedestrian-Bike Bridge Across Rainbow River (parallel to S.R. 484 bridge)	\$500,000	DOT ISTEAA
18	Install Pond Observation Blind	\$500	SWFWMD CFI grant
19	Install Bridge Over Pond	\$20,000	Felburn grant
20	Archaeological Study	5000	Grant

Projects will be completed as grants and funds are available

Greenways

The Marjorie Harris Carr Cross Florida Greenways runs west from the City of Ocala and CR 200 to the edge of the property. Multiuse trails, including a hiking trail, are encompassed in this right-of-way. Besides the bike trail mentioned above, connectivity to this hiking trail will also be obtained and allow a better connection to the City of Dunnellon.

Currently, there is a Florida State Canoe Trail on the Withlacoochee River, which ends at the City of Dunnellon boat ramp. This canoe trail will eventually be extended to the River access point at the Blue Run of Dunnellon Park.

Optimal Boundary

The 33 acre parcel that will be managed as the Blue Run of Dunnellon Park is of suitable size for the goals of this municipal and community park.

This parcel is part of a larger plan, called the Rainbow River Corridor Project, which has been placed on the Florida Forever "A List." The goal of this corridor project is to have the State acquire the undeveloped acres along the Rainbow River to protect the water quality of the River and the habitat for wildlife. A map showing the targeted parcels for acquisition is provided in Exhibit J. The Blue Run of Dunnellon property is identified as parcel 59 on this map.

Public Involvement

Citizens of the City of Dunnellon, and the region, have taken an active role in soliciting the acquisition and planning of this park. The Blue Run of Dunnellon Park has been discussed at more than 15 public meeting and received numerous press reports in both the *Riverland News* and the *Ocala Star Banner*. The Rainbow River Conservation Inc. (RRC), a nonprofit environmental group, is the sponsor for the Rainbow River Corridor Project, and has provided active support for the Blue Run of Dunnellon FCT application. RRC has volunteered to coordinate with the City and organize the monthly interpretive programs that will be held at the park.

RRC also manages the annual Rainbow River cleanup project and will extend this cleanup effort to the new park.

Maintenance

A moderate amount of maintenance activities will be required for the Blue Run of Dunnellon Park. These include cleaning the service building (comfort station), trash pickup, periodic right-of-way mowing, and maintenance of the comfort station and the picnic shelters. A summary of the responsibilities is listed below on page 21.

The park will be fenced to restrict use of OHV vehicles on the trails.

Staffing

The Blue Run of Dunnellon Park is being developed as a passive park and will have no visitor center or permanent staff.



CITY OF DUNNELLO

20750 River Drive
Dunnellon, FL 34431
(352) 465-8500
FAX (352) 465-8505

Jim Couillard
Marion County Parks and Recreation
January 14, 2016

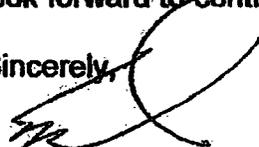
Re: Blue Run Park Restroom Facility

Mr. Couillard,

This letter is to confirm to you and the Marion County Commissioners that at their City Council meeting on Monday January 11, 2016, the City Council of Dunnellon, voted unanimously to commit \$30,000.00 towards the design and permitting of the new Blue Run Park restroom facility. This facility is identified as an integral part of the management plan for Blue Run Park and will replace the Port-A-Let that is currently in use. Due to the immediate success of the new trail system, as well as a noticeable increase in Kayaking, Canoeing and Paddleboard activity, we have seen a huge increase in the attendance and use of Blue Run Park throughout the year, rather than the previous use that was seemingly limited to a Spring through Fall window of activity. We hope this project will be embraced and supported as much by the County as it is by the City, as we wish to serve our residents and visitors with the safest and healthiest facilities possible.

Thank you again for your dedicated help and support to date with this project and we look forward to continuing a great partnership with you moving forward.

Sincerely,



Eddie R. Esch, Sr.
City Manager
City of Dunnellon



March 4, 2008

**Grant Gelhardt, Environmental Administrator
Florida Communities Trust
Department of Community Affairs
Sadowski Building, Room 310D
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100**

**Re: Blue Run of Dunnellon Management Plan
FCT Project No. 07-022-FF7**

Dear Mr. Gelhardt:

The City of Dunnellon Planning Commission is pleased to express our opinion of the Blue Run of Dunnellon Management Plan submitted for Florida Communities Trust Project No. 07-022-FF7. The Dunnellon Planning Commission believes that the Management Plan and park acquisition furthers many of the Goals, Objectives & Policies described in the Dunnellon Comprehensive Plan.

Dunnellon is closely identified with the Rainbow River, and the Blue Run of Dunnellon Park, funded by a Florida Communities Trust grant, will provide needed protection to the Rainbow River while providing recreational and educational experiences for our residents. The 32.44 acres of the Blue Run of Dunnellon was identified as an objective in the Dunnellon Comprehensive Plan as early as 1992 and has been a high priority open space goal for our community for many years.

A few specific Dunnellon Comprehensive Plan statements that are addressed in the Management Plan are listed below:

**CITY OF DUNNELLON • 20750 RIVER DRIVE • DUNNELLON, FL 34431
Phone (352) 465-8500 • Fax (352) 465-8505**

Capital Improvement Element

Objective 3, Policy 3-1f - States that 2 acres of parks are required for every 1000 residents

Conservation Element

Objective 2 - States that the Rainbow and Withlacoochee Rivers are irreplaceable recreational and aesthetic resources to the City.

Objective 6, Floral and Faunal Resources - States that we will manage, conserve, and protect all ecological communities and wildlife, especially species designated by the Florida Wildlife and Conservation Commission, Dept. of Agriculture, and the U.S. Fish and Wildlife Service.

Infrastructure Element

Goal 1: Provide adequate and appropriate public facilities and services based on the community's need for environmental quality and financial health.

Goal 2: Conserve the City's potable water resources, natural aquifer recharge areas, and drainage features.

Recreation and Open Space Element

Objective 1, Policy 1.8 - The existing tuber exit parking site on CR 484 (Blue Run of Dunnellon Park), which is the only public site for the pickup of tubers on the Rainbow River, is currently in private ownership and leased to Marion County. The City shall coordinate with the County and various citizen recreation committees in developing alternatives to public access if the lease were to become nonrenewable, including joint purchase by the City and the County.

Objective 1, Policy 1.9 - By 1993 the City will research the possibility of purchasing parcels for recreation facilities such as hiking and biking trails within the abandoned CSX Corporation rail corridor located adjacent to the Rainbow River by exploring state and federal grant/loan programs such as the Florida Recreation Development Assistance Program (FRDAP), the Land and Water Conservation Fund (LWCF), and the Recreational Trails Program (RTP) administered by the Office of Greenways and Trails.

Objective 2, Policy 4.2 - The City shall protect the following areas as open space amenities:

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Grant Gelhardt, Environmental Administrator
Florida Communities Trust
March 4, 2008

- a. The Withlacoochee and Rainbow Rivers, and conservation wetlands.
- b. Areas within the Florida Barge Canal Authority (a.k.a. Marjorie Harris Carr Cross Florida Greenway), including areas which may be leased or acquired in the future for spray irrigation or recreation.

Objective 6 - In order to meet future recreation needs of the City, coordination mechanisms shall be established by 1992 between the City and County in order to determine the feasibility of improving the existing and establishing new recreational facilities.

Objective 7 - The City shall develop appropriate coordination mechanisms by 1992 to protect its lakes, wetlands, endangered species, soils, vegetative communities, and other environmentally sensitive areas.

In summary, the Blue Run of Dunnellon Park Management Plan is consistent with the Dunnellon Comprehensive Plan and will be a major step in protecting the Rainbow River, its forest corridor, and the wildlife resources that depend on the habitat it provides for their survival. We know that when implemented, the Management Plan will provide recreation to thousands of visitors and economic benefit to the City of Dunnellon.

The Dunnellon Planning Commission wishes to thank the Florida Communities Trust for their assistance through the grant application and Management Plan process, and especially for the grant award. We look forward to seeing our long term goal becoming a reality and welcoming you to the Blue Run of Dunnellon Park.

Sincerely,

DUNNELLON PLANNING COMMISSION

By: _____

Harold A. Horne

Community Development Director

This Instrument Prepared By:
Peter Fodor
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

Property Appraiser's Parcel
Identification Number: 3380-1528-00

**WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made as of the 28th day of March A.D. 2008, between THE TRUST FOR PUBLIC LAND, a non-profit California corporation, whose address is 306 N. Monroe St., Tallahassee, FL 32301, Grantor, and the CITY OF DUNNELLON, FLORIDA, whose address is 20750 River Drive, Dunnellon, Florida 34431, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Marion County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Declaration of Restrictive Covenants attached hereto as Exhibit "B" and recorded in the Public Records of Marion County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES
PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.**

AFTER RECORDING PLEASE RETURN TO
Timothy A. Dunleigh
Post Office Box 550
Dover-Foxcroft, Maine 04826

Submitted by Louise Kenney 11/20/16 Council Meeting.

Management District who agrees to accept title and manage the Project Site.

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

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

VI. MANAGEMENT OF PROJECT SITE

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

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

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

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

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

6. All buildings, structures, improvements and signs shall require the prior written

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

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

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

VII. SPECIAL MANAGEMENT CONDITIONS

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

1. The following recreational facilities including a picnic pavilion, wildlife observation platform, and access to the Rainbow River via a canoe/kayak launch and tuber take out shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.
3. Interpretive signs or kiosks shall be provided on the project site to educate visitors about the natural environment.
4. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental and resources.

5. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
6. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
7. A prescribed burn plan shall be investigated for the sandhill natural community. A vegetation analysis of the remainder of the project site shall be performed to determine which additional areas need a prescribed burning regime implemented to maintain natural fire-dependent natural communities. If a prescribed burn program is not feasible, the sandhill and other fire-dependent natural communities shall be managed in a way to mimic the effects of fire to maintain the natural community. The development of the prescribed burn program shall be coordinated the Division of Forestry. Fire lines shall be developed between the adjacent developments and the fire-prone communities on the project site.
8. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.
9. Exotic vegetation shall be removed from the project site.
10. A significant portion of the upland area on the project shall be planted with native vegetation.
11. A significant portion of the wetland area on the project shall be planted with native vegetation.
12. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the Southwest Florida Water Management District.
13. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.
14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
15. A feral animal removal program shall be developed and implemented for the project site.

16. An archaeological survey shall be performed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of known historic sites located on the project site.

17. A sidewalk cantilevered off of the CR 484 bridge shall be provided to link the project site to adjacent residential neighborhoods and the sidewalk network west of the Rainbow River.

18. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

19. Management of the project site shall be coordinated with management of the adjacent Marjorie Harris Carr Cross Florida Greenway. The City shall coordinate with Marion County to improve the tubing access point and parking area, and to remediate existing erosion problems. This City will also coordinate with the Aquatic Preserve and Southwest Florida Water Management District to restore disturbed areas, create recreational opportunities, and to educate the public.

20. A multi-use nature trail of at least ¼ mile shall be provided on the project site.

21. The development and management of the project site shall be coordinated with the agencies managing the Florida National Scenic Trail, to ensure the project site is managed as part of a linked land-based trail system.

22. The development and management of the project site shall enhance the designated Withlacoochee River (South) Canoe Trail by providing a paddling trail sign, canoe/kayak launch, and restrooms.

23. The development and management of the project site shall be coordinated with the agencies managing conservation lands in the Marjorie Harris Carr Cross Florida Greenway corridor, to ensure the project site is protected and managed as part of an ecological corridor.

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

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida

Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

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

- a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

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

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice

from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

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

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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

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

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

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

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

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

and

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

State of Florida Auditor General at the following address:

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

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

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

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

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

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

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

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

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a

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

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

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

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

Witness:

Amberly Ruth
Print Name: Amberly L. Roberts

Harold A. Horne
Print Name: Harold A. Horne

CITY OF DUNNELLON, a local government
of the State of Florida

By: *Fred R. Ward*
Fred R. Ward, Mayor

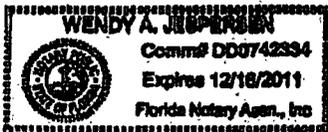
Date: 03/13/2008

Approved as to Form and Legality:

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 13 day of March, 2008, by Fred R. Ward on behalf of the Local Government, and who is personally known to me.



Wendy A. Jespersen
Notary Public
Print Name: Wendy A. Jespersen
Commission No. DD0742334
My Commission Expires: 12/16/2011

DRC07-022-FF7
3/13/2008

Witness:

John T. Sney
Print Name: John T. Sney

Gayle H. Brett
Print Name: GAYLE H. BRETT

FLORIDA COMMUNITIES TRUST

By: [Signature]
Janice Browning, Director, Division of
Housing and Community Development

Date: 3/25/08

Approved as to Form and Legality:

By: [Signature]
Kristen L. Coons, Trust Counsel

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 25th day of March,
2008, by **Janice Browning**, Director, Division of Housing and Community Development. She is
personally known to me.

Gayle H. Brett
Notary Public

Print Name: _____

Commission No. _____

My Commission Expires _____



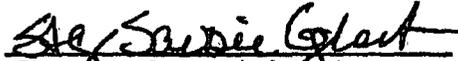
IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, as of the day and year first above written.

Signed, sealed and delivered in the presence of:



(Signature of first witness)

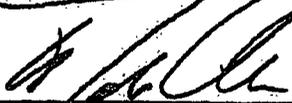
Laura Wade
(Printed name of first witness)



(Signature of second witness)

Stacy Savoir Gayhart
(Printed name of second witness)

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

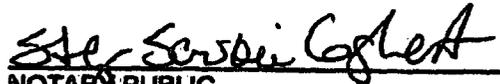
By: 
W. Dale Allen, Senior Vice President

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21 day of March, 2008, by W. Dale Allen, Senior Vice President of The Trust for Public Land, a non-profit California corporation, on behalf of said corporation. Such person is personally known to me.


NOTARY PUBLIC

(NOTARY PUBLIC SEAL)

NOTARY PUBLIC **Stacy Savoir Gayhart**
Commission # DD571623
Expires October 31, 2010
State of Florida Notary Public - International, Inc. 850-288-7000

EXHIBIT A TO WARRANTY DEED

The following described property in Marion County, Florida:

Lots 1528, 1529, 1530, 1531, 1532, 1534, 1535, 1536, 1537 and that portion of Lots 1527 and 1533 lying South of State Road No. 484 , TOWN OF DUNNELLON, according to the map or plat thereof, as recorded in Plat Book A, Page 174, of the Public Records of Marion County, Florida, lying East of the Rainbow River.

AND ALSO:

The vacated right-of-way of Marion Avenue and Agnew Avenue lying within the above described property.

AND INCLUDING:

The abandoned right-of-way of the Seaboard Coast Line Railroad lying within the above described property.

\\Sunet\sunab\Files\ATPL\Rainbow River - Blue Run of Dunnellon\Legal.doc

EXHIBIT B TO WARRANTY DEED

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

FLORIDA COMMUNITIES TRUST
FF7 AWARD #07-022-FF7
FCT Contract # 08-CT-C1-07-FF-J1-022
BLUE RUN OF DUNNELLO PARK

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the **CITY OF DUNNELLO**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

DRC07-022-FF7
3/13/2008

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

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

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

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

I. PERIOD OF AGREEMENT

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

II. MODIFICATION OF AGREEMENT

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

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

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

2. The Recipient and FCT agree that the State of Florida Department of Environmental

* permitting still required.

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 06/12/2008 12:16:40 PM
FILE #: 2008060619 OR BK 05050.PGS 1980-1986

RECORDING FEES 61.00

City of Dunnellon
JUN 17 2008
RECEIVED

City of Dunnellon
MAR 23 2008
RECEIVED

DEED DOC TAX 0.70

PERPETUAL CONSERVATION EASEMENT

THIS PERPETUAL CONSERVATION EASEMENT ("Conservation Easement") is given this 18th day of March, 2008, by the City of Dunnellon, Florida, a municipal corporation ("City"), with its principal office located at 20750 River Drive, Dunnellon (hereinafter referred to as "Grantor"), to Marion County, a political subdivision of the State of Florida, with its principal office located at 601 SE 25th Avenue, Ocala, Florida (hereinafter referred to as "Grantee"). As used herein, the term Grantor shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assign of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Marion County, Florida, and more specifically described in Schedule "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Grantee desires to obtain a perpetual access and conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, with respect to the Property; and

WHEREAS, the Grantor desires to grant and secure to the Grantee a perpetual conservation easement for water based resource recreation and/or other recreation programs without charge to the Grantee; and

WHEREAS, Grantor has acquired the property with partial funding from the Florida Communities Trust (FCT), and the Property is subject to certain limitations provided in the FCT Grant Award Agreement a/k/a the Declaration of Restrictive Covenants (as recorded in OR Book 0501 (Page in MARION County)(the *Agreement, *) and Pgs. 1659-1661

WHEREAS, as part and condition of the FCT funding, the City provided and FCT approved a Management Plan for the project site, and together with the Agreement, the terms of which are hereby incorporated herein by reference; and

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

WHEREAS, all activities by the Grantor and Grantee shall be consistent with the Agreement and Management Plan.



CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431-6744

Submitted by Louise Kenny 11/2/16 Council Meeting.

Perpetual Conservation Easement
Page 2

NOW, THEREFORE, for good and valuable consideration, received by Grantor from Grantee, the adequacy and receipt of which are hereby acknowledged, Grantor hereby conveys, grants, creates, secures and establishes a perpetual access/conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, which are hereby incorporated herein by reference, for the benefit of and in favor of the Grantee with respect to the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever, in accordance with the following terms, conditions and provisions:

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

2. It is the purpose of this Conservation Easement to restore and retain land or water areas in their natural, vegetative, hydrologic, scenic, open or wooded condition; to restore and retain such areas as suitable habitat for fish, plants or wildlife; and to allow for appropriate passive recreation opportunities for the public. To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Property at all times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. The following activities are prohibited in or on the Property, except in accordance with the Management Plan, a copy of which is attached hereto as Schedule "B", together with any amendments thereof which may be approved by both Grantee and Grantor, and the Florida Communities Trust from time to time (the "Management Plan"):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except for maintenance roads;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic/invasive vegetation;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other substance or material, except in accordance with a Grantee approved management plan;

Perpetual Conservation Easement

Page 3

e. Surface use except for purposes that permit the land or water area to remain in its natural condition, provided, however, that nothing herein shall prohibit Grantor from conducting any permitted wetland mitigation or species relocation activities on the Property;

f. Activities detrimental to drainage, flood control, water management, conservation, environmental restoration, water storage, erosion control, soil conservation, reclamation, or fish and wildlife habitat preservation, or allied purposes, including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Dairy operation of any type.

i. Acts or uses within Grantee's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical, architectural, archaeological, or cultural significance.

4. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purpose of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be permitted upon written approval by the Grantee, except such written approval shall not be required for uses that are in accordance with the FCT approved Management Plan.

a. The Grantor may conduct limited land clearing for the purpose of constructing such facilities as are provided in the FCT approved Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Property and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, Grantee or local permitting requirements.

5. Hazardous Materials/Pollutants: For purposes of this Conservation Easement, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" and/or "Disposed" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants in reportable quantities or prohibited amounts. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restriction. Neither the Grantor, nor its agents, licensees or invitees, shall cause the Disposal of any Pollutants upon the Property. Grantor shall operate and occupy the Property in compliance with all Environmental Laws. Any Disposal of such materials, whether caused by Grantor or any other third party, shall be reported to the Grantee immediately upon the knowledge thereof by the Grantor. The Grantor shall be solely responsible for the entire cost of cleanup of any Pollutants which are disposed of or are otherwise discovered on the Property or emanate from the Property to adjacent lands as a result of the use of the Property or surrounding lands by the Grantor, or its agents, licensees or invitees. While this paragraph establishes contractual liability for the Grantor regarding pollution of the Property as provided herein, it does not alter or diminish any statutory or common law liability of the Grantor for such pollution. Notwithstanding anything contained herein to the contrary, nothing contained herein is intended to be construed as a waiver by Grantor of the limitations of its sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

6. Grantor shall maintain the property in as exotic-free a condition as practicable.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or public entity qualified to hold such interests under the applicable state laws.

Perpetual Conservation Easement
Page 5

10. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly delivered only 1) on the date delivered, if by personal delivery, or 2) if mailed by certified mail/return receipt request, then the date the return receipt is signed or delivery is refused or the mail is designated by the postal authorities as not deliverable, as the case may be, or 3) one day after mailing by any form of overnight mail service.

12. The terms, conditions, restrictions, provisions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.

13. This Conservation Easement may only be amended, altered, released or revoked by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, subject to approval by the Florida Community Trust, which agreement shall be filed in the public records in Marion County, Florida.

14. All the terms and restrictions herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.

TO HAVE AND TO HOLD this Perpetual Conservation Easement the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the use, benefit and behoof of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand and seal as of this date and year first above written.

**MARION COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida**

By: Charlie Stone
Charlie Stone, Chairman

Perpetual Conservation Easement
Page 6

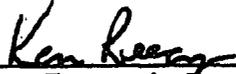
Attest:


David P. Ellermann, Clerk

Approved as to form and correctness:

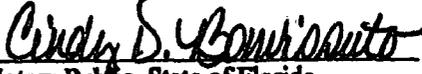
By:  3/18/08
County Attorney Date

Reviewed and Approved by:


Ken Reecy, Community Program Manager
Florida Community Trust

STATE OF FLORIDA
COUNTY OF

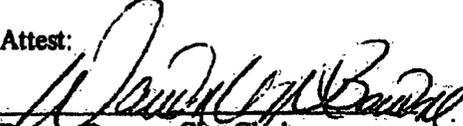
The foregoing instrument was acknowledged before me this 18th day of March, 2008, by Charlie Stone, as Chairman of the Marion County Board of County Commissioners, on behalf thereof. He is personally known to me.

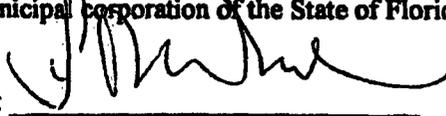

Notary Public, State of Florida
Print Name: _____

My Commission Expires: _____



CITY OF DUNNELLON, FLORIDA, a
municipal corporation of the State of Florida

Attest: 
Dawne Bowne, City Clerk 3-6-08

By: 
Fred Ward, Mayor

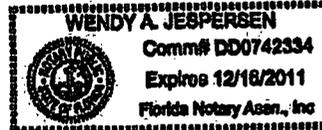
Date: 3.06.08

Perpetual Conservation Easement
Page 7

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by Fred Ward, as Mayor of City of Dunnellon, on behalf thereof, who is personally known to me.

Wendy A. Jespersen
Notary Public, State of Florida
Print Name: Wendy A. Jespersen



My Commission Expires: 12/16/2011

Legal form approved by:

By: [Signature]
City Attorney

Date: 3-21-08

SCHEDULE A

The following described property in Marion County, Florida:

Lots 1528, 1529, 1530, 1531, 1532, 1534, 1535, 1536, 1537 and that portion of Lots 1527 and 1533 lying South of State Road No. 484 , TOWN OF DUNNELLON, according to the map or plat thereof, as recorded in Plat Book A, Page 174, of the Public Records of Marion County, Florida, lying East of the Rainbow River.

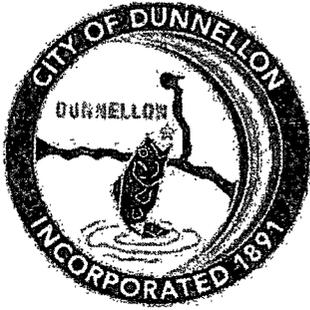
AND ALSO:

The vacated right-of-way of Marion Avenue and Agnew Avenue lying within the above described property.

AND INCLUDING:

The abandoned right-of-way of the Seaboard Coast Line Railroad lying within the above described property.

\\Susan\usran0\Filed\PL\Rainbow River - Blue Run of Dunnellon\Legal.doc



CITY OF DUNNELLO

20750 RIVER DRIVE DUNNELLO, FLORIDA 33431
(352) 465-8500 FAX (352) 465-8505

November 21, 2016

Carl Zalak, III
Chairman
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Larry Steed
Park Manager
Rainbow Springs State Park
19158 SW 81st Place Road
Dunnellon, FL 34432

Chairman Zalak and Mr. Steed,

Please find enclosed home owner association letters representing thousands of households from communities located along the Rainbow River corridor and from Rainbow River Conservation, Inc. Though most of these folks do not live along the river, they care deeply about its protection and preservation. And, they expect their public officials and public agencies to protect their interests regarding the river, as well as their quality of life.

We fully understand that everyone should have access to public resources, like the premier Rainbow River. However, we also understand that unlimited public access to a finite resource is detrimental to that resource, and therefore public access needs to be managed.

We know that the County's KP Hole Park, Blue Run Park and Rainbow River State Park control the majority of public access to the river corridor. How we manage this dominance of public access is critical to properly protecting the river, and for providing a socially acceptable experience for all recreational users along the river corridor.

The current business models of KP Hole Park and Rainbow River State Park appear to allow for unlimited tuber access to the river for a fee. Based on these business models, this past season along the Rainbow River had a "spring break" atmosphere every weekend. Unlimited tubing along the river corridor overwhelmed every other type of river recreational use, and quite often resulted in a detrimental experience for many recreational users.

In addition, this excessive volume of tuber activity creates public safety issues and public nuisance issues. The Rainbow River communities of Dunnellon, Blue Cove, Rio Vista, Sateke Village and Rainbow Springs do not want the type of tourism that overwhelms the river on summer weekends and holidays. We do not want this premier, outstanding waterway degraded in this manner.

Revenues from these parks should solely support the resource, and enhance the specific parks where the revenue is generated. The Rainbow River should not be used as a "cash cow" to fund better experiences at other parks, while the public experience on this river is a quagmire of congestion, on the river and in our local communities.

The current business models for each park needs to incorporate a “best practices”, eco-tourism model for their park and the river as a whole; A business model that puts the preservation and needs of the Rainbow River first and one that allows all river users a socially acceptable experience along the entire river corridor

The Rainbow River communities want unified ordinances, unified rules and regulations, and unified law enforcement along the entire river corridor. Our publicly supported parks should reflect these views and provide for them.

This should not be a dispute between various points of view regarding “capacities”. The City, Marion County and the State should cooperate to learn, what is the right balance of socially acceptable outdoor experiences along the river? Revenues from the public tuber operations should support independent, professional studies that can determine a reasonable river carrying capacity, a facility capacity analysis for each park and a social carrying capacity that speaks to the quality of the outdoor experience along the entire Rainbow River.

The Goals of each park management plan should include:

- Promote the protection and preservation of the Rainbow River
- Provide a safe and secure environment along the river corridor
- Provide a quality social experience for all types of recreational users

The management plans of each park should be organized to accomplish the following objectives:

- Establish facility processes that balance the use for all activities, and to preclude one activity from overwhelming other activities
- Ensure that each park facility manages all recreation activities to the capacity levels for which they are safely capable of providing
- Provide for periodic facility, social and physical capacity studies for each park, and the Rainbow River; to ensure effective levels of total recreational use, while preserving and protecting the river resources

The City will be updating our operating plan for Blue Run Park to accomplish these goals and objectives. We encourage you to work along with us through the Blue Run Park Advisory Council to provide the quality experience that every resident and visitor deserves, and adopt this management approach.

In summary, the City, County and State Park systems should want the same things that their constituents want, and should work towards providing a management plan that will accomplish the following:

Ensure that every recreational user enjoys their experience all along the river corridor in a safe environment, without interference, while appreciating the natural beauty and the wildlife that is part of the Rainbow River. And, support a community that enjoys the quality of life that comes from living in a natural environment, and protect the natural resources that provide for these outdoor experiences.

So, let's agree that we will work together, and do what it takes to find out what the appropriate capacities should be, and then agree to manage to those capacities. We look forward to a positive response, and stand ready to partner with you to accomplish what the river, and the public deserve.

Thank you.

Sincerely,

Walter Green
Mayor, City of Dunnellon

Cc:

Billy Woods, Sheriff, Marion County Sheriff's Office
Mike McQuaig, Chief, City of Dunnellon Police Department
DEP / Aquatic Preserve
Shannon Wright, Regional Director, Fish and Wildlife Conservation Commission
Jennifer Carver, Florida Communities Trust
Southwest Florida Water Management District
State Representative Charlie Stone
State Representative Stan McClain
Pat Gabriel, Chair, Marion County Parks and Recreation Advisory Council

October 2, 2016

Councilman Rick Hancock
Dunnellon City Council

At their Regular meeting September 20, 2016 the Board of Directors of the Rainbow Springs Property Owners Association discussed conditions on the Rainbow River. As you may know this community of approximately 6000 residents has small park on the west side of the river just south of the State Park. Some of our residents frequent this park for picnics, swimming, and launching of kayaks and, all too often, encounter non-residents attempting to enter our park to use our private facilities. This is a common complaint we hear from other private property owners along the river.

We also hear complaints from our residents about many pontoon boats and commercial dive operations parking offshore from our park and uprooting the river vegetation during their activities. Evidence of that can be seen in the large mats of grass floating down the river later in the day.

We also hear the complaints of our kayakers about the growing use of the Rainbow River and the disrespectful crowd of tubers as they ply the river, particularly on summer weekends and holidays. The kayakers usually avoid this river during these busy days because of the party atmosphere and interference with navigation on the river.

We also have several residents of our community who have volunteered to man the sheriff's river watch boat. Since they are not allowed to monitor any of the behavior on the river, and are frustrated witnessing many violations of rules and safe practices on the water with no police backup, they are mostly choosing not to be on the river at the busiest times.

Clearly, there are far too many recreationists on the river, particularly with the great masses of tubers during the summer. The RSPOA Board feels that the Rainbow River is being abused and that some authorities need to show more responsibility for setting rules and limiting activities that are harmful to this great natural asset. We encourage your pursuit of a solution before it is too late.

Yours sincerely,



Burt Eno, President
Rainbow Springs Property Owners Association, Inc.

Rick Hancock
Dunnellon City Council

Councilman Hancock,

Families residing in Blue Cove appreciate all efforts by the city and other public agencies to improve the quality of life in our neighborhoods and along the Rainbow River. This starts with better management of the level of recreational activity occurring on our beautiful river.

The members of the Blue Cove Home Owners Association, representing more than one-hundred households strongly support all efforts to gain control over the excessive tuber traffic on the Rainbow River during the spring and summer seasons.

Though everyone should have access to public resources, the Rainbow River is a finite and fragile resource, and therefore careful management of the numbers of users at any one time is critical. Additionally, everyone using the river should have a socially acceptable experience of enjoyment for their particular use. This cannot happen when one form of use (tubing) overwhelms all other uses, to the detriment of all users.

The overwhelming volume of tubing creates public safety issues, and public nuisance issues along the river corridor and in Dunnellon, particularly at Blue Run Park. We do not want our outstanding waterway degraded in this manner, nor our neighborhoods, town, and park.

Please coordinate with all public agencies to unify ordinances, enforce the rules and regulations, and work together to improve the overall river experience for all users by limiting activities to a manageable level.

On behalf of the Blue Cove Homeowners Association, thank you for all efforts to responsibly manage the river uses and protect our premier river resource.

Thank you

Jim Petersen
President,
Blue Cove Home Owners Association



www.rainbowriverconservation.com

October 2, 2016

Councilman Rick Hancock
Dunnellon City Council

Thank you for your observation of conditions on the Rainbow River and your expressed desire to open lines of communication with all entities that should be involved in a cooperative effort to protect the river and develop a suitable recreation management plan. As you know, Rainbow River Conservation, Inc. has long been a watchdog over the river and has sought to not only protect the ecology of the river but also to bring about improvements to allow humankind to passively enjoy the beauty and serenity of the river.

In 2006 RRC derived the Rainbow River Corridor Project, a proposal to the Florida Forever Program, to acquire remaining parcels of land along the east shore of the river to preserve them and protect the river. The first such acquisition was the 32 acre parcel now known as the Blue Run Park of Dunnellon. The Florida Communities Trust contributed \$2.9 million, the county provided the 10% match, and RRC wrote the proposal and management plan. RRC subsequently acquired a SWFWMD grant with an in-kind match to improve the parking lot and alleviate direct storm water runoff to the river. RRC assisted the city with other improvements in the park and, along the way, assisted with writing the River Protection Ordinance and the Tree Ordinance.

Unfortunately, what was to be a passive park and river access consistent with the FCT Management Plan has now turned into a carnival of commercial use with little concern for the resource. Many thousands of tubers during the summer are allowed to enter the river at KP Hole and the State Park. Very few of these tubers actually come to enjoy the serenity and beauty of the river and its surroundings. They dominate the river and force diversion of other water craft into shallow areas where they tear up the natural vegetation and scare off the wildlife. Although KP Hole and the State Park have limits on parking there are no limits on the number of tubers or other craft and off-site vendors are popping up all over to get a piece of the dollar pie. The congestion at Blue Run Park is outrageous.

There is no management plan for traffic on the river. There is inconsistency in city and county ordinances applicable to the river and there is effectively no enforcement of these ordinances or navigational rules. No single agency seems to be in charge and sheer havoc is the result. Clearly, there needs to be cooperation between governing agencies and there needs to be an enforceable management plan for recreation on the river. At their meeting of September 19, 2016 the RRC Board of Directors discussed this matter and declared their support of your initiative and stated their readiness to help.

Yours sincerely,

Burt Eno, President
Rainbow River Conservation, Inc.

P.O. Box 729 • Dunnellon, Florida 34430
A GuideStar "Gold" Not-for-Profit Organization

Councilman Rick Hancock
Dunnellon City Council

Thank you for inviting Sateke Village to be a part of the discussion regarding the impact of commercial use on the Rainbow River.

Sateke Village is home to approximately fifty families located along the east side of the Rainbow River. The state parks tubing entrance along SW 180th Ave. Rd. is approximately a half-mile south of the Sateke Village entrance. Road traffic is a great concern to our residents. During peak times of the state park shuttle business, more vehicles than the state park facility can handle congest SW 180th Ave Rd. Sometimes law enforcement is called out to observe the traffic, but even so, it has become increasingly difficult for Sateke Village residents to enter our own neighborhood. This is a 55 mph zone with too many cars for road safety- an accident waiting to happen.

One way to control the volume of traffic showing up at the tuber entrance is to require reservations made by tubers either by phone or online; a system the state parks use for camping already. Another idea is to move the existing tollbooth further in to get vehicles off of SW 180th Ave. Rd.

Often people travel a long distance to float the river, and when they are turned away due to full capacity, they seek river access in our neighborhood, often parking in front of homes and walking past our Private Property signs to access the river. Many of these people are irritated with the long wait time at the state park and on occasion they are belligerent to our residents when asked to leave. To remedy this problem the state park should provide Sateke Village with appropriate signage so the traffic can be made aware that our neighborhood does NOT provide public river access or parking.

Over the years, our Sateke Village residents have noticed an increase in traffic on the river every spring/summer. With the increase of human traffic on the river, there is an increase in trespassing on all of the private residences along the way. We have also noticed that laws for the river are no longer enforced, and we witness people drinking and eating from disposable containers that they then discard in the river. One of our residents did a turbidity study comparing the water turbidity during peak use and non-peak use, and found the turbidity was negatively impacted by higher human traffic on the river. Between floaters and boaters the water quality is threatened. Again, the combination of too many floaters and boaters is an accident waiting to happen.

We appreciate any efforts to reduce and manage the traffic along the river and the roads. We would be willing to be a partner in figuring out ways to improve the quality of recreational river use for all of us.

Sincerely,
Sateke Village HOA