

Conservation Management Plan

This management plan form is intended for Board of Trustees leases and subleases of conservation properties that are less than 160 acres. It is intended to address the requirements of Chapter 253.034, 259.032 and rule 18-2.021.

Attachments to, or expansion of this form are welcome, if the space provided below is not sufficient. Please answer all of the items below and number all attachments and reference them in the appropriate location below.

You are under no obligation to use this form. Any plan format is acceptable, provided it includes all of the appropriate items from the above mentioned statutes and rule. This form is available in electronic format upon request.

A. General Information

1. Common name of the property: Pepper Beach Park
2. Lease number 3370
3. Acres 53.97
4. Name of agency that is managing the property: St. Lucie County Parks and Recreation Department
5. Provide an executive summary/description of this property that includes a brief description of the resources, uses and proposed uses, outstanding features etc. The 52 acre property is bordered by the Atlantic Ocean (1930 feet) and Indian River Lagoon, and is bisected by SR A1A. The site is a fully developed park site that includes pavilions (13), picnic tables (33), barbeque grills (10), park benches (8) fishing piers (7), docks, showers and restrooms (3), tennis/pickleball courts (2), a softball field, a playground, an Underwater Demolition Team/Sea, Air and Land (UDT/SEAL) museum, dune crossovers (5), and parking for 435 vehicles (including 28 ADA spots and 1 for a Combat Wounded Veteran). The tidal swamp adjacent to the Indian River Lagoon has been impounded for mosquito control purposes and is managed as Impoundment #17B. The impoundment contains (7) 30” culverts. The eastern portion of the site is primarily used as a swimming beach, while the western portion is primarily used for nature observation, fishing and crabbing. The UTD/SEAL hosts an annual muster event at the park in November of each year. The event is open to the public, well attended, and is an important economic/tourism driver for the local area.

6. Attach a map showing the location and boundaries of the property including:

a) The location and type of structures or improvements currently on the property:
Attached is Exhibit D

b) The location and type of proposed improvements:
Attached is Exhibit E showing a proposed 650LF ADA boardwalk. Also see Exhibit E1 showing the proposed wing addition to the UDT/Seal Museum. Parks is also considering the addition of 2 additional pickleball courts and a new playground (locations TBD).

7. A map showing the proximity of this managed area to other conservation areas within 10 miles.

Attached is Exhibit F

8. Please attach a legal description of the property.

Attached is Exhibit H

9. Provide a physical description of the land including a quantitative data description of the land which includes an inventory of forest and other natural resource, exotic and invasive plants, hydrologic features, infrastructure including recreational facilities, and other significant land, cultural or historical features.

The 52.42-acre site consists of the following natural communities: beach dune (10.0 ac), coastal strand (5.7 ac) and tidal swamp (14.8 ac), and shown in Exhibit G. The coastal strand community contains a few scattered exotics including: carrotwood, Brazilian Pepper, wedelia, yucca, Hawaiian scaevola, and sanseveria. A complete list of observed species is listed in Exhibit I. Approximately 23 acres consist of improved areas. The site is a fully developed park site that includes several pavilions, covered picnic tables, fishing piers, restrooms, unimproved canoe launch, tennis court, basketball court, softball field, playground, a UDT/SEAL museum, (5) dune crossovers and parking for 462 vehicles. The UDT/SEAL museum is approximately 6,750 square feet, and contains exhibits and artifacts of the Navy SEALs. The tidal swamp adjacent to the Indian River Lagoon has been impounded for mosquito control purposes, and is managed as Impoundment #17A. The impoundment contains seven 30" culverts. The dikes are used for hiking and jogging. A few scattered Australian pines (exotic) are found within the impoundment.

10. A brief description of soil types, attaching USDA maps when available.

Arents (6), organic substratum (6) - Consists of soil materials dug from several areas that have different kinds of soil that have been spread over muck in marshes or mangrove swamps. The soil is made up of loose, sandy mineral material. Depth of fill material ranges from about 20 to 70 inches.

Beaches (9) - Consists of narrow strips of tide washed, very rapidly permeable sand along the Atlantic coast line. As much as half of the beach can be covered by water during daily high tides, and all of it can be covered during periods of storm. The shape and slope of the beaches commonly change with every storm. Most areas have a uniform, gentle slope to the water's edge.

Canaveral fine sand (10) - Is a moderately well drained to somewhat poorly drained, nearly level to gently sloping soil on low dunelike ridges and side slopes that border depressional areas and sloughs near the coast. Slopes are smooth to concave in the sloughs and smooth to convex on the low dunelike ridges. The water table is between depths of 10 to 40 inches for 2 to 6 months or more and is within a depth of 60 inches for most of the rest of the year.

Palm Beach fine sand (27) – Is an excessively drained, nearly level or gently sloping soil on dunelike ridges that are generally parallel to the coast. Slopes are smooth to convex. The water table is greater than 80 inches annually.

Pompano Variant-Kaliga variant association (35) - Consists of very poorly drained soils in tidal mangrove swamps. Kaliga variant soils are generally in the center of the swamps where organic material is thickest, and Pompano Variant soils are on the outer edges. Typically, the surface layer of the Kaliga Variant soils is black muck about 35 inches thick. The water table is at or above the surface for most years. Attached is Exhibit J.

11. Is the property adjacent to an aquatic preserve or designated area of critical state concern? YES X NO _____

If YES, please identify The site is adjacent to the Indian River Lagoon Aquatic Preserve, classified as an Outstanding Florida Water.

12. Was the property acquired by a conservation land acquisition program?

If YES, please identify Yes. Portions were acquired by a local Beach Bond program in 1983.

13. Do any agency-specific statute requirements or legislative/executive directives constrain the use of the property? (These restrictions can frequently be found in the lease) YES X NO _____

If YES, please identify The property is specifically to be used as specified through a local resolution for outdoor recreation, park, conservation, historic, fire station and related purposes.

14 Are there any reservations or encumbrances on the property?
YES X NO _____

If YES, please identify
The UDT/SEAL Museum is subleased to a non-profit group to operate and staff the facility. The 6,750 square foot building occupies a 4 acre leased area. The lease expires in 2044.

B. Natural and Cultural Resources

15. Are there any archeological or historical sites on this property?
YES _____ NO X

If YES,

A) How do you plan to locate, protect and preserve these resources?

B) Please describe the actions the agency plans to take to locate and identify unknown resources such as surveys of unknown archeological or historical sites.

A County employee is a certified archaeological resource monitor (ARM) through the Division of Historical Resources. They are available during any potential excavation of any proposed structure.

16. Are there any buildings on the property that are fifty or more years old?

YES _____ NO X

If YES

A) Please identify _____

B) Have these buildings been evaluated by a historian or historic architect to determine their historical and/or architectural significance.

If YES, please identify both the building(s) and the evaluators(s)

C) Please state whether any such buildings are listed in the Florida Master Site File, National Register of Historic Places or a local register of historic places and identify such buildings.

By law, the managing agency must consult with the Division of Historical Resources with regard to any proposed land clearing or ground disturbing activities or with regard to any proposed rehabilitation, restoration or demolition of structures 50 or more years old.

Please contact the Division of Historic Resources if you would like to obtain information on archeological/historical sites.

Division of Historical Resources
Florida Department of State
R.A. Gray Building, MS-8
Tallahassee, Florida 32399-0250
(850) 245-6312

17) Please identify natural resources on the property that are listed in the Florida Natural Areas Inventory.

Beach dune is listed as (G4) and (S2); Coastal strand is listed as (G3) and (S2); and tidal swamp (aka mangrove swamp) is listed as (G3) and (S3)

18. Are any imperiled natural communities, unique natural features, or any State and federally listed endangered or threatened plant or animal species, on site?

YES X NO

If YES, please provide a specific description of how you plan to identify, locate, protect and preserve these species.

The beach dune (10.0 ac) and coastal strand (5.7 ac) communities are considered imperiled within the state because of rarity or because of vulnerability to extinction due to some natural or human factor. These communities will be protected by managing access to the shoreline and eradication of exotics. An access point is currently used by lifeguards to access the lifeguard towers with 4-wheelers for public safety reasons. Gopher Tortoise (*Gopherus polyphemus*) is a state listed threatened (LT) species which inhabit the beach dune system. The eradication of invasive species is the primary management activity to promote forage necessary for the maintenance of the species.

The green sea turtle (*Chelonia mydas*) is a federally and state listed endangered species (LE), and the loggerhead sea turtle (*Caretta caretta*) is a federally and state listed threatened (LT) that nest along the dune system of the site. Known adverse impacts to marine turtles include lighting along the beach during nesting and hatching season. False crawls and disoriented hatchlings are the results of unnecessary lighting. To minimize impacts to the species, no lighting is proposed for the site. During turtle season, county inspectors patrol the beaches to insure that the adjacent condominiums properly shield their exterior lights.

Southeastern Beach Mouse (*Peromyscus polionotus niveiventris*) was documented at the site in 1987, and was observed within the coastal strand community. To ensure the continued viability of the population, all feral animals will be trapped from the site.

Inkberry (*Scaevola plumieri*) is a state listed threatened species, and was documented in three (3) instances on the site. Since the plant is easily confused with the invasive Hawaiian scaevola (*Scaevola taccada*), County Environmental Resources staff will be consulted to ensure there is no confusion between the two species.

Any and all proposed improvements will be subject to all applicable local, state, and federal regulations and permitting. The County will ensure avoidance and minimization of impacts to listed species. Prior to designing improvements, an up to date listed species survey and evaluation will be provided to FDEP DSL and will be conducted by an environmental professional.

If you would like further information regarding natural resources or endangered species please contact the Florida Natural Areas Inventory (FNAI)

Florida Natural Areas Inventory
1018 Thomasville Road, Suite 200-C
Tallahassee, Florida 32303
(850) 224-8207

19. Please identify the water resources including swamps, marshes or other wetlands, on the property including the water quality classification for each water body and if the water body has been designated “Outstanding Florida Waters”.

Tidal swamp is listed as G3 and S3, and is either very rare and local throughout its range, or found locally in a restricted range, or vulnerable to extinction from other factors.

The Indian River Lagoon is located immediately adjacent to the site and is classified as a Class III state water body and Outstanding Florida Water. The Atlantic Ocean is located immediately adjacent to the site and is classified by DEP as a Class III state water body.

20. Are any known mineral resources, such as oil, gas and phosphates, or any unique natural features, such as coral reefs, beaches, dunes, natural springs, caverns, large

sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams, and outstanding native landscapes containing relatively unaltered flora, fauna, and geological features on site? YES X NO _____

If YES, please identify and provide locations on a map.

The Beach and Dunes along the Atlantic shoreline are unique natural features of the site, and the primary reason for acquisition.

21. Are there fish or wildlife resources (both game and non-game) on the property?

YES X NO _____

If Yes- Please describe-

The Atlantic Ocean has an abundant fishery. Surf anglers commonly catch a variety of fish including pompano, whiting, and bluefish from the shore. Mullet, sea trout, snook and blue crab are occasionally caught from the Indian River Lagoon. Gopher Tortoise is a non-game species that is found on the site. A variety of birdlife is observed along the coastline and along the Indian River Lagoon. Species include pelican, great blue heron, night heron, and other wading species, as well as sandpipers, gulls, terns, and various shorebirds.

C. Use of the Property

22. Please provide a statement of the purpose for which the lands were acquired, the projected use or uses as defined in s. 253.034, and the statutory authority you have for such uses.

The property was acquired to preserve a section of coastline from development, protect native plants and animals, and provide recreational opportunities. The original 1984 lease (#3370) stated the uses include a fire station, outdoor recreation, park, conservation, historic, and related purposes.

23. Please state the desired outcome for this property, and key management activities necessary to achieve the desired outcome, including public access.

It is the intent to manage the property to meet the following goals: protect environmentally significant natural communities; protect and preserve native species and their habitats, particularly listed species; maintain the land in as natural a state as possible through invasive eradication; and to provide resource-based recreation. To ensure proper protection of site resources, all invasive plants will be managed. All feral animals will be trapped and removed from the site to minimize predation of listed species/wildlife. Parks staff will ensure trash and litter is removed frequently and receptacles are closed and wildlife proof. Appropriate regulatory signage will be provided in public use areas. Planned improvements will be subject to a rigorous permitting, design, and environmental (PDE) review to ensure no impact to listed species. The local land development code requires that all avoidance and minimization measures be exhausted during the planning process and will require coordination with all applicable state/federal agencies for permitting. Locations and configurations of proposed structures are subject to change based on PDE, permitting, and avoidance and minimization of impacts.

24. Please state the single or multiple uses currently made of the property and if the property is single use, please provide an analysis of its potential for multiple-use.

Single X multiple _____ use/s is/are

The site will be managed as a single use facility as defined in Section 18-4.003 (15), Florida Administrative Code. The property provides outdoor recreational opportunities such as swimming, fishing, sunbathing, walking, picnicking, tennis, pickleball, softball, and nature observation. It is anticipated that most of the recreation activities will continue to be centered on the beach and museum. Multiple-uses of the property was not considered due to the limited site resources. Timber harvesting is not considered due to a lack of site resources. Hunting is not allowed east of I-95 locally. The site contains inadequate forage for livestock. There are no known mineral archaeological or historic resources on the site.

25. Were multiple uses considered but not adopted?

YES ___ NO X

If YES, please describe why.

26. Please provide an analysis of the potential use of private land managers to facilitate the restoration or management of these lands.

St. Lucie County will be analyzing the potential to hire a private contractor to assist in maintenance and mowing of this site, as well as other park lands within the county. There are minimal restoration needs onsite, other than maintenance of invasive species.

27. Please provide an analysis of the potential of the property to generate revenues to enhance the management of the property.

Parking fees could be implemented to generate funds, but have not been considered. Boat tours of the Indian River Lagoon could be offered from the dock and is being evaluated, although may require amendments to the adjacent submerged land lease. Food trucks are available periodically to visitors on the riverside portion of the park, through contracts with St. Lucie County.

28. Describe the projected, current and recent past uses of the property, and any unauthorized uses, if known.

In 1941, the original Pepper Park (8.46 ac) was dedicated in honor of U.S. Senator Claude Pepper. The U.S. Navy occupied the island to train U.S. and allied servicemen in invasion landing tactics. In 1970, the County donated the original park site and an additional 33.64 acres to the State for the purpose of developing an oceanfront recreation area which was to include a Spanish treasure related museum. The State of Florida constructed improvements including restrooms, a museum, dune crossovers and a parking lot, and leased them the site back to the County in 1984. The following year, the Underwater Demolition Team/Sea, Air, Land (UDT/SEAL) Museum was opened in the former treasure museum. The fire station was constructed in the northwest corner of the site. In 1983, the County acquired the northern 10.32 acres known as the LaPrade parcel with a local beach bond issue. Improvements included picnic pavilions, tennis courts, parking, etc. In 2009, the UDT/SEAL Museum was expanded an additional 8400 square feet to provide room for additional displays, exhibits, educational purposes, restrooms, and office space. Additional exhibits were added to the grounds surrounding the museum within the 4-acre subleased area. Future planned improvements are provided in Exhibit E and E1 (ADA boardwalk access to beach and museum updates). In addition, two (2) pickleball courts and a new playground are being considered, the locations of which are TBD. Improvements are subject to funding and applicable permitting.

29. Do the planned uses impact renewable and non-renewable resources on the property?

YES X NO

If YES, please describe what specific activities will be taken to protect or enhance and conserve those resources and to compensate/mitigate the damage that is caused by the impacting use.

There is a potential of disruption of the beach dune and coastal strand communities through public use. The existing dune crossovers will be maintained so that the public does not walk through the plant communities or dunes, creating additional paths/impacts. The frontal dune migrates due to wind, weather, and storm events and will be protected from impacts of foot traffic and lifeguard operations. Appropriate signage will continued to be placed as necessary.

30. Should any parcels of land within or adjacent to the property be purchased because they are essential to management of the property?

YES NO X

IF YES, please attach a map of this area.

31. Are there any portions of this property no longer needed for your use?

YES NO X

IF YES, please attach a map of this area.

32. Please describe what public uses and public access that would be consistent with the purpose for which this property was acquired.
Public uses and access are encouraged where their existence will not harm any listed species of plant or animal, or any potential historical/archaeological resources.
33. Assess the feasibility of managing the lands >40 contiguous acres as a recipient site for gopher tortoises consistent with rules of the Fish and Wildlife Conservation Commission, as prepared by the agency or cooperatively with a Fish and Wildlife Conservation Commission wildlife biologist.
Although the lease area (53 acres) is >40 acres much of the site is developed and the remaining gopher tortoise habitat is far less than 40 acres. The beach dune (4.70 acres) and coastal strand (5.68 acres) along the beachfront has a healthy population of tortoises and is likely at carrying capacity due limited habitat size and forage. The remaining acreage is developed/disturbed, beach, or mangrove (tidal) swamp.
34. Economic feasibility of establishing a gopher tortoise recipient site, including the initial cost, recurring management costs and the revenue projections.
Not feasible/applicable. Gopher tortoise habitat is less than 40 acres.

D. Management Activities

35. If more than one agency manages this property, describe the management responsibilities of each agency and how such responsibilities will be coordinated.
The St. Lucie County Parks and Recreation Department manages the site, while the Mosquito Control Department manages the impoundment. The St. Lucie County Sheriff's Office patrols the property. The Parks and Recreation Department notifies the Sheriff's Office if they notice any violation of any ordinance.
36. Please discuss management needs and problems on the property including conservation of soil and water resources and control and prevention of soil erosion and water and soil contamination.
The beach dune community is extremely vulnerable to human impacts. A footpath over the beach dunes can damage the vegetation, giving wind and water the leverage needed to begin erosional processes. A gap, or blowout, forms and continually widens until it is slowly revegetated and stabilized. The sand from the gap moves inland, and rapidly buries vegetation, destabilizing the beach dunes and often disturbing adjacent communities. When a storm ensues, the unvegetated gap allows storm surges easy access

to these communities for further disruption. Beach dunes require protection from trampling and are very vulnerable. A sandy trail currently provides an access point used by lifeguards to access the lifeguard towers with 4-wheelers for public safety reasons. The current dune crossovers will be maintained and the dune will be protected by Parks and Recreation to protect the site from any further impacts. To minimize impacts to water and soil, the restrooms were connected to a regional water/wastewater and sewer system.

37. Identify adjacent land uses that will conflict with the planned use of this property, if any.

None are anticipated.

38. Please describe measures used to prevent/control invasive, non-native plants. Treatments are deployed to remove invasive plants including Brazilian pepper, Hawaiian scaevola, carrotwood, sanseveria, and Australian pine as needed. Plants are typically treated in place using a cut stump or basal bark treatment with an appropriate herbicide.

39. Was there any public or local government involvement/participation in the development of this plan? YES X NO _____

If YES, please describe.

This management plan was developed by St. Lucie County Environmental Resources Department with the assistance of both the St. Lucie County Mosquito Control Department and the Parks and Recreation Department.

38. Management Goals -**The following 8 goals may not all be applicable to your site. Write N/A where appropriate. Also please add as many additional goals, objectives and measures as you wish.**

Core Objectives	Measure	Timeframe	Expenses and Manpower Budget
1	<u>Habitat restoration and improvement</u> <u>Description- The beach dune, coastal strand and tidal swamp are in very good condition. The communities are not typically maintained by fire. No habitat restoration and improvement are necessary.</u>		
	Prescribe burn <u>N/A</u> acres per year	_____ acres burned per year in 2 yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____

	Maintain <u>N/A</u> acres per year within target fire return interval.	<u> </u> acres within fire return interval target	in 2 yrs, and 10 yrs	Expense \$ <u> </u> Personnel \$ <u> </u>
	Conduct habitat/natural community improvement on <u>N/A</u> acres	<u> </u> acres with restoration underway	in 2 yrs, and 10 yrs	Expense \$ <u> </u> Personnel \$ <u> </u>
	Conduct habitat/natural community restoration activities on <u>N/A</u> acres.	<u> </u> acres restored	in 2 yrs, and 10 yrs	Expense \$ <u> </u> Personnel \$ <u> </u>
	Conduct timber harvest for the purposes of habitat restoration on <u>N/A</u> acres	<u> </u> acres harvested	in 2 yrs, and 10 yrs	Expense \$ <u> </u> Personnel \$ <u> </u>
2	<u>Public Access and recreational opportunities:</u> <u>There are 347 parking spaces east of A1A that provide sufficient parking to utilize the beach and physical improvements. There are five (5) existing access points to the beach. A ballfield, sand volleyball court, tennis court, basketball court, several pavilions, covered picnic tables and two (2) restrooms are located in this area. The UDT/SEAL museum is also located here. West of A1A there are 115 parking spaces that provide access to six (6) fishing piers, boat dock and canoe launch, in addition to a restroom, pavilion and covered picnic tables. Future improvements include 2 pickleball courts (2023), new playground (2027), and a ADA boardwalk (date TBD).</u>			
	Maintain public access and recreational opportunities to allow for a recreational carrying capacity of <u>3700</u> visitors per day	<u>3700</u> visitor opportunities/day	in 2 yrs, and 10 yrs	Expense \$ <u>12,000</u> <u> </u> Personnel \$ <u>60,000</u> <u> </u>
	Develop additional public access and recreational opportunities to allow for a carrying capacity of <u>N/A</u> visitors/day	<u> </u> visitor opportunities/day	in 2 yrs, and 10 yrs	Expense \$ <u> </u> Personnel \$ <u> </u>
	Continue to provide <u>N/A</u> interpretive/education programs	<u> </u> interpretive/education programs	in 2 yrs, and 10 yrs	Expense \$ <u> </u> Personnel \$ <u> </u>
	Develop <u>N/A</u> new interpretive/education programs	<u> </u> interpretive/education programs	in 2 yrs, and 10 yrs	Expense \$ <u> </u> Personnel \$ <u> </u>

3	<u>Hydrological preservation and restoration.</u> <u>Description-The existing tidal swamp (14.8 ac) was impounded many years ago, and is currently managed under the RIM technique. No additional restoration is anticipated.</u>			
	Conduct or obtain a site assessment/study to identify potential hydrology restoration needs	Assessment conducted? y/n	in 2 yrs	Expense \$ _____ Personnel \$ <u>500</u>
	Restore natural hydrologic condition and functions to _____ acres on site	_____ acres for which hydrologic restoration is underway (planning, grant writing, earth moving, etc.)	in 2 yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____
		<u>14.8</u> acres for which natural hydrologic conditions and function are restored	in 2 yrs, and 10 yrs	Expense \$ <u>5,000</u> Personnel \$ <u>10,000</u>
4	<u>Sustainable forest management.</u> <u>Description- N/A</u>			
	Prepare & implement a silviculture management plan including reforestation, harvesting, prescribed burning, restoration, and timber stand improvement activities and goals.	Silviculture management plan complete? y/n _____ acres treated	in 2 years	Expense \$ _____ Personnel \$ _____
	Develop and implement a process for conducting stand descriptions and forest inventory including a GIS database containing forest stands, roads & other attributes (including but not limited to: threatened & endangered species, archeological resources, exotic species locations, historical areas)	Complete GIS database and reinventory all attributes every 3-5 years or as needed.	in 2 years	Expense \$ _____ Personnel \$ _____
		_____ acres of forest inventoried annually	in 2 years, and 10 years	Expense \$ _____ Personnel \$ _____

5	<u>Exotic and invasive species maintenance and control.</u> <u>Description- There are a few scattered invasive exotics on the site including Brazilian pepper, Australian pine, Hawaiian scaevola, carrotwood, and sanseveria. All invasive exotics will be eliminated from the site.</u>			
	Annually treat <u>15.7</u> acres of EPPC Category I and Category II invasive exotic plant species.	<u>15.7</u> acres treated	in 2 yrs, and 10 yrs	Expense \$ <u>8,000</u> Personnel \$ _____
	Implement control measures on _____ exotic and nuisance animal species	_____ nuisance and exotic species for which control measures are implemented	in 2 yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____
6	<u>Capital facilities and infrastructure</u> <u>Description-Within the site are the following: (1) fire station, (1) museum, (5) pavilions, (12) covered picnic tables, (3) restrooms, (2) tennis courts, (1) basketball court, (1) playground, (7) fishing piers, (1) boat dock, (1) canoe launch, (1) ballfield and (1) sand volleyball court.</u>			
	To maintain <u>32</u> facilities, <u>1.2</u> miles of roads, and <u>0.5</u> miles of trails existing on site (as applicable)	_____ facilities, _____ miles roads, _____ miles trails maintained	2 yrs, and 10 yrs	Expense \$ <u>12,000</u> Personnel \$ <u>60,000</u>
	To construct <u>3</u> facilities. <u>N/A</u> miles of roads, and <u>N/A</u> miles of trails (as applicable)	_____ facilities, _____ miles roads, _____ miles trails constructed	2 yrs, and 10 yrs	Expense \$ <u>500,000</u> Personnel \$ _____
	To improve or repair _____ facilities. _____ miles of roads, and _____ miles of trails existing on site (as applicable)	_____ facilities, _____ miles roads, _____ miles trails improved or repaired	2 yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____
7	<u>Cultural and historical resources</u> <u>Description-</u> <p style="text-align: center;">NA</p>			
	Ensure all known sites are recorded in the FL Division of Historical Resources Master Site file	_____ of recorded sites	in 2yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____

	Monitor _____ recorded sites and send updates to DHR Master Site file as needed	_____ of sites monitored	in 2yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____
	Bring ____ of ____ recorded sites/cultural resources into good condition	_____ of sites in good condition	in 2yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____
8	<u>Imperiled species habitat maintenance, enhancement, restoration, or population restoration.</u>			
	<u>Description-</u>			
	<u>NA</u>			
	<hr/>			
	<hr/>			
	Develop baseline imperiled species occurrence inventory list	Baseline imperiled species occurrence inventory list complete y/n	in 2 yrs, and 10 yrs	Expense \$ __ Personnel \$ __
	Develop monitoring protocols for <u> 2 </u> selected imperiled species	_____ imperiled species for which monitoring protocols are developed	in 2 yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____
	Implement monitoring protocols for <u> 2 </u> imperiled species	_____ species for which monitoring is ongoing	in 2 yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____
	[If applicable, provide additional measurable objective(s) for new or ongoing species-specific management activities for each of the priority species such as population augmentation, translocations, nest box projects, etc.]	Examples: Project-specific quantity, _____ of nestboxes, # of individuals introduced or translocated, etc.	in 2 yrs, and 10 yrs	Expense \$ _____ Personnel \$ _____

39. Costs

<u>Activity</u>	<u>Yearly Estimated Cost</u>		
	<u>Priority Cost</u>	<u>Other Management Cost</u>	<u>Cost Effective Methods</u>
<u>Resource Management</u>	<u>\$8,000</u>		<u>Use of inmate labor force program for exotic removal</u>
<u>Administration</u>	<u>\$10,000</u>		

<u>Support</u>			
<u>Capital Improvements</u>	<u>\$100,000</u>		
<u>Recreation Visitor Services</u>	<u>\$30,000</u>		
<u>Law Enforcement Activities</u>	<u>\$20,000</u>		

40. A finding regarding whether each planned use conforms with the appropriate policies and guidelines of the State Lands Management Plan is required. The Plan can be found at [http://www.floridaland.com](#), or by writing to the State of Florida Department of Environmental Protection, Division of State Lands, Office of Environmental Services, 3900 Commonwealth Boulevard, Mail Station 140, Tallahassee, Florida 32399-3000, or by calling (850) 245-2784. Does this plan conform to the State Lands Management Plan.

YES _____ NO _____

41. Contact person and address.

Name:	Matt Baum, Director (Primary Contact)
Managing Agency:	St. Lucie County Parks and Recreation Department
Address:	2300 Virginia Avenue Fort Pierce, FL 34982
Phone:	772-462-2551
Email Address:	baumm@stlucieco.org

Name:	Amy E. Griffin, Director
Managing Agency:	St. Lucie County Environmental Resources Department
Address:	2300 Virginia Avenue Fort Pierce, FL 34982
Phone:	772-462-2526
Email Address:	griffina@st.lucieco.org

Date Management Plan Prepared: 3/10/2023

Please send this completed form and attachments to:

james.parker@dep.state.fl.us,

Or to: Division of State Lands

D.E.P. M.S. 140


3900 Commonwealth Blvd.

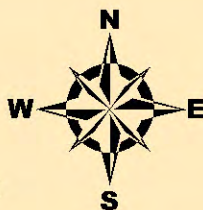
Tallahassee Fl. 32399-3000

850-245-3045




Exhibit B. Aerial Map 2021

 Pepper Beach Park Boundary



0 210 420 840 Feet

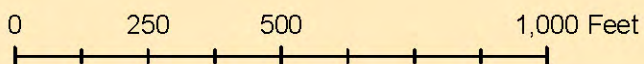
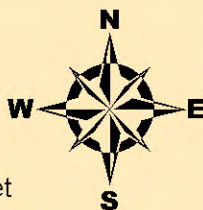


Prepared by SLC Environmental Resources



Exhibit C. Title Interest Map

- State Owned Property
- County Owned Property



Prepared by SLC Environmental Resources

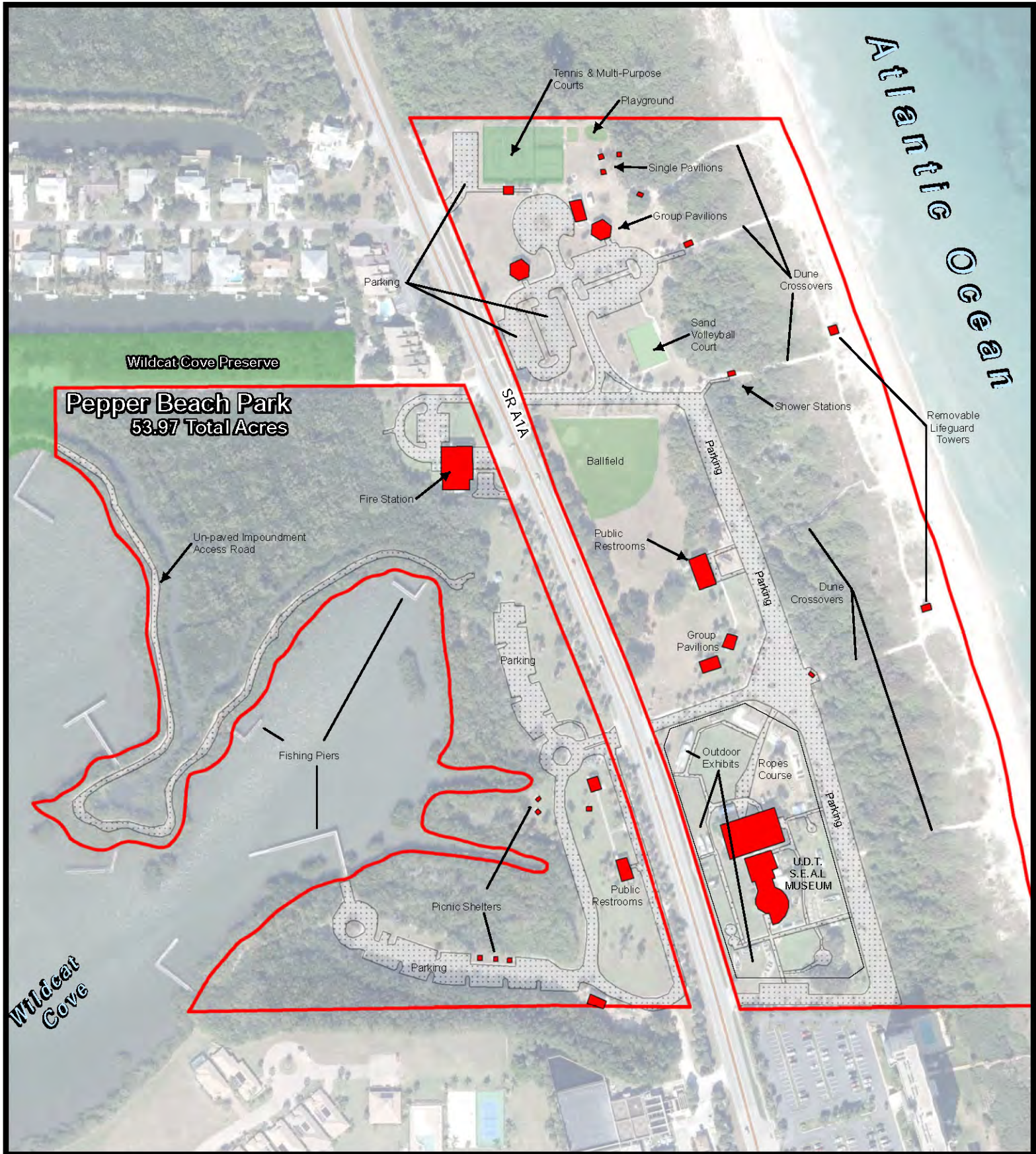

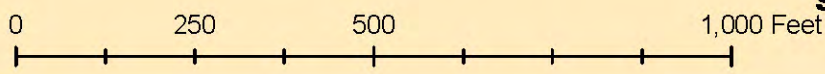
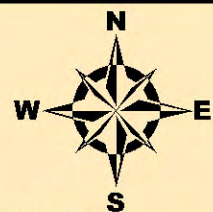


Exhibit D. Existing Structures & Facilities

 Pepper Beach Park Boundary



Prepared by SLC Environmental Resources

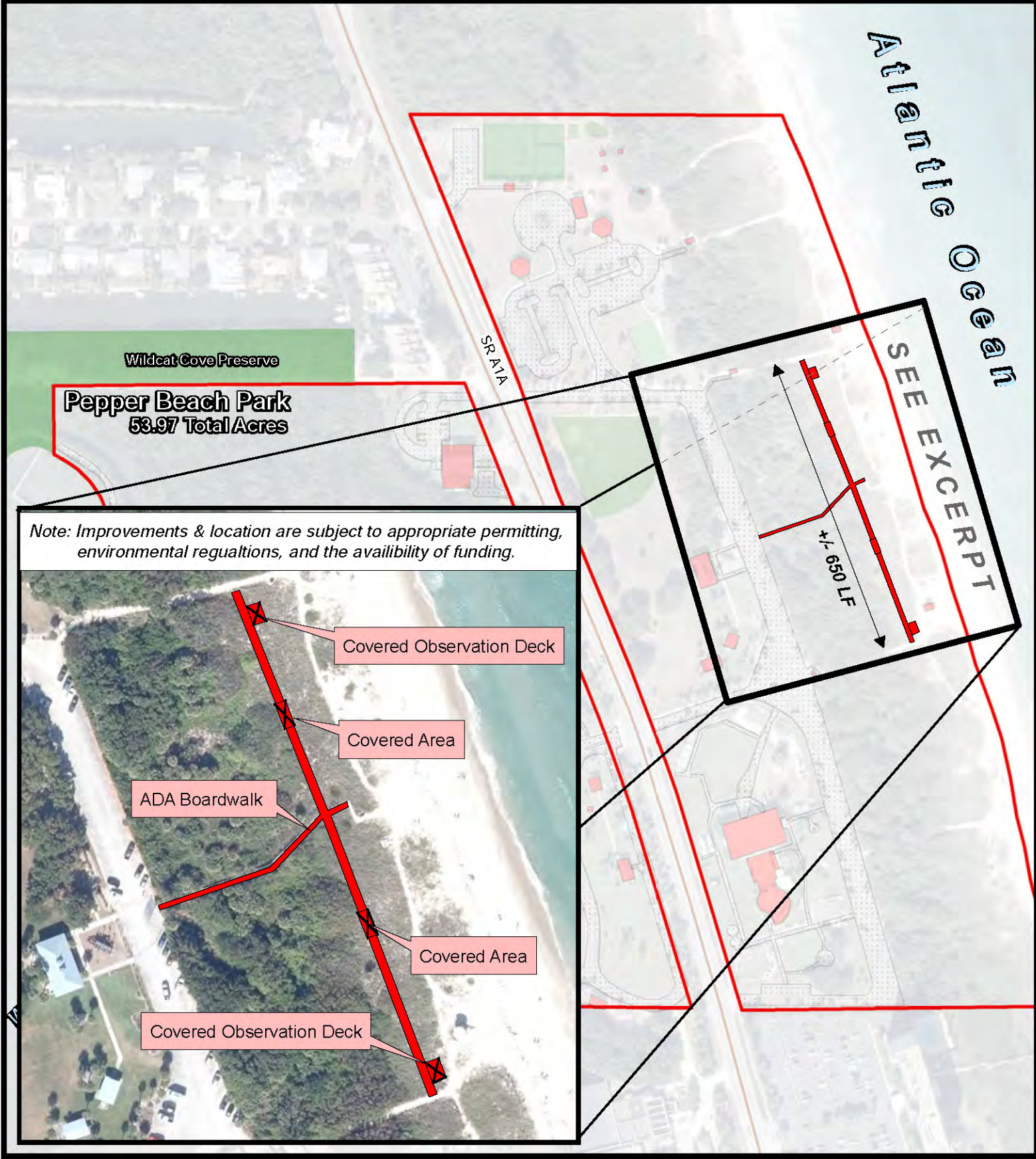


Exhibit E. Future Improvements

- Pepper Beach Park Boundary
- Future Conceptual Improvements

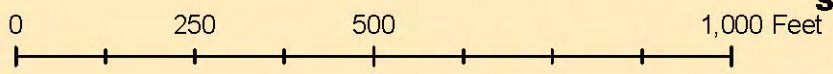
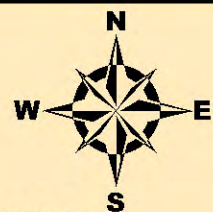


Exhibit E1. Conceptual Future Navy Seal Museum Improvements

NAVY SEAL MUSEUM FEASIBILITY STUDY

Architects Comm. #010322VB



3300 N Hwy A1A, Fort Pierce, FL 34949

Edlund, Dritenbas, Binkley Architects & Associates, P.A.

65 Royal Palm Pointe, Ste D

Vero Beach, FL 32960

Ph. (772) 569-4320

Email: EDBvero@bellsouth.net



Purpose

EDB Architects has been hired to investigate the following possibilities:

1. Develop a preliminary design and opinion of cost to provide a new administration building with facilities maintenance storage, restrooms, lobby with space for a potential future food vendor, armory, and offices located on the east side of the existing museum.

2. A. Develop a plan and opinion of costs to add a new second floor meeting room with restrooms and food vendor space.

B. Develop a plan and opinion of costs to add an optional third floor rooftop viewing area with shade structures, safety railings, and vertical accessibility.

In order to develop these plans, a code analysis of the existing buildings and proposed new building will need to be done to determine if additional restrooms are needed, address potential ADA issues, review existing electrical and plumbing infrastructures, address life safety code requirements, along with parking analysis.

Site Utilities

The existing north building two has a 400-amp single phase electric service and the south building one has an estimated 200-amp panel. Any additional new buildings will require a new electric service and the existing electric service would not be enough to feed a subpanel in the new buildings.

We recommend a new electrical room with one main electrical service, which would then feed the two existing electric services and the future buildings. The large future expansion to the north could be planned for with empty conduit roughed in. The transformer could be sized for all future expansions. This would need to be coordinated with FPL, the electric provider for this project.

Plumbing

Currently there is a lift station located west of the existing south building #1. Sewer connection for future buildings would need to connect to this lift station, if possible, or a new lift station would need to be provided. Sewer is available along State Road A1A, but we assume the distance away and existing invert elevations would not allow a direct connection without a lift station.

A new upsized water service may be required to add new plumbing for future buildings or tie into the existing service may be possible if the services line is determined to be adequate.

Parking

Parking is available around the perimeter of the site and the adjacent Pepper Park to the north and across A1A to the west. Currently there are 308 parking spaces on the east side of A1A and 121 spaces west of A1A, for a total of 429 existing parking spaces. This is a joint shared use with St. Lucie County.

Additional parking may be required with further expansions. Additional parking can be added in the west of A1A existing parking areas. An additional 45 spaces were proposed for the 20,000 SF north museum expansion, so it is anticipated that a smaller number, possibly 10 to 15 spaces, would be added for these smaller expansions, or parking study could show no additional spaces would be required.

Environmental Impact

The building placement is in an area that has been cleared previously and has been developed for various displays and storage units. The location is no seaward of the coastal construction setback line so Department of Environmental Protection permit will not be required.

We do not anticipate any environmental issues with this development. St. Lucie County may require a Type I Environmental Assessment, in which an environmental consultant could be hired for this purpose.

Regulatory Statement

The property is currently owned by the State of Florida and leased to St. Lucie County, which leases to the Navy SEAL Museum. The project will also need to be permitted with South Florida Water Management District for drainage and storm water permits. Other permits for water and sewer connections and building permit with St. Lucie County will be needed. We do not anticipate that we will not be able to meet the requirements for development with the proposed plans, to meet the various permit requirements.

When we are ready to move forward with the project, a civil engineering consultant would need to be hired to facilitate the acquisition of site plan approval and permits listed above, along with the Architect. The Architect and general contractor would be responsible for obtaining the building permit.

EXISTING BUILDING AREAS/OCCUPANTS

South Building #1	4,804 SF (see attached calculation)	232 Occupants
North Building #1	8,523 SF (from existing plans)	<u>277 Occupants</u>
	Existing Total	509 Occupants
	255 Males / 255 Females	

EXISTING RESTROOMS

<u>Restroom #1</u>			<u>Restroom #2</u>			
	<u>WC</u>	<u>LAV</u>		<u>WC</u>	<u>LAV</u>	<u>URN</u>
Men	1	1	Men	2	2	1
Women	1	1	Women	2	2	

			<u>Required</u>	<u>Provided</u>	<u>Result</u>
<u>FEMALES</u>	<u>WC Required</u>	=	4	3	+1 Needed
	$\frac{255}{65}$				
	<u>LAVS</u>	=	2	3	OK
	$\frac{255}{200}$				
<u>MALES</u>	<u>WC Required</u>	=	3	4	OK
	$\frac{255}{125}$				
	<u>LAVS</u>	=	2	3	OK
	$\frac{255}{200}$				

EXISTING BUILDING 1 OCCUPANT LOAD CALCULATION

Storage	240 SF ÷ 300 =	1
Office Circulation Space / Restrooms	1,305 SF ÷ 100 =	14
Museum Display Space	3,259 SF ÷ 15 =	217
	Building I Total Occupants	232

NEW CONSTRUCTION (PHASE I)
PROPOSED EAST ONE-STORY ADMINISTRATION BUILDING

Proposed Building Area: 4,368 SF PHASE I ONE-STORY

Storage/ARMORY 1,554 SF ÷ 300 = 3

Office Lobby Restrooms 2,814 SF ÷ 150 = 19

Proposed East Building Occupants 22

11 Males and 11 Females

			<u>Required</u>	<u>Provided</u>
<u>FEMALES</u>	<u>WC Required</u> $\frac{11}{65}$	= 0.16	1	1
	<u>LAVS</u> $\frac{11}{200}$	= 0.055	1	1
<u>MALES</u>	<u>WC Required</u> $\frac{11}{125}$	= 0.088	1	1
	<u>LAVS</u> $\frac{11}{200}$	= 0.055	1	1

PROPOSED SECOND FLOOR MEETING ROOM ADDITION (PHASE II)

Meeting Room, Lobby, Restrooms $5,152 \text{ SF} \div 15 = 344$

Proposed West Building Occupants

172 Males and 172 Females

			<u>Required</u>	<u>Provided</u>	<u>Result</u>
<u>FEMALES</u>	<u>WC Required</u> $\frac{172}{75} = 2.29$		3	3	-
	<u>LAVS</u> $\frac{172}{200} = 0.86$		1	3	+2
<u>MALES</u>	<u>WC Required</u> $\frac{172}{125} = 2.29$		3	2 + Urn	-
	<u>LAVS</u> $\frac{172}{200} = 0.86$		1	3	+2

**NAVY SEAL MUSEUM
EAST BUILDING - ADMINISTRATION BUILDING/MEETING ROOM
OPINION OF COST
MARCH 7, 2022**

I. SITE COSTS

A. DEMOLITION/REMOVAL/RELOCATION EXISTING BUILDINGS		\$35,000
B. FILL DIRT/GRADING/COMPACTION		\$20,000
C. SITE UTILITY IMPROVEMENTS/WATER, SEWER, ELECTRIC		\$50,000
D. LANDSCAPE/IRRIGATION		\$50,000
E. SIDEWALKS		<u>\$20,000</u>
	SUBTOTAL I	\$175,000

II. BUILDING COST - PHASE I (ONE-STORY)

A. CONDITIONED SPACE	4,368 SF X \$300/SF =	\$1,310,400
B. COVERED WALKWAYS	686 SF X \$100/SF =	<u>\$68,600</u>
	SUBTOTAL II	\$1,379,000

PHASE I TOTAL CONSTRUCTION COST \$1,554,000

III. BUILDING COST - PHASE II (TWO-STORY ADDITION)

A. CONDITIONED SPACE		
1. FIRST FLOOR STAIRS/ELEVATOR	784 SF X \$300/SF =	\$235,200
2. SECOND FLOOR	4,778 SF X \$300/SF =	\$1,433,400
B. COVERED WALKWAYS	480 SF X \$100/SF =	<u>\$48,000</u>

PHASE II TOTAL CONSTRUCTION COST \$1,716,600

IV. OPTIONAL THIRD FLOOR ROOF DECK

A. EXTEND ELEVATOR & STAIR TOWER ENCLOSURES	784 SF X \$300/SF =	\$235,200
B. ELEVATOR REVISIONS CONVERT TO 3-STOP		\$25,000
C. ROOFTOP RAILINGS	340 LF 3'-6" HIGH RAILING	\$200,000
D. WALKING SURFACES	4,368 SF X \$10/SF =	\$43,680
E. TENT STRUCTURE SHADE DEVICES	(8) 225 SF STRUCTURES	<u>\$90,000</u>
	OPTIONAL THIRD FLOOR ROOF DECK	\$593,880

V. OTHER COSTS

A. AE FEES - FEASIBILITY STUDY		\$15,000
AE FEES - PHASE I CONSTRUCTION DOCS	$\$1,554,000 \times 7.67\% =$	\$119,200
AE FEES - PHASE II CONSTRUCTION DOCS	$\$1,716,600 \times 7.62\% =$	\$130,755
AE FEES - OPTIONAL 3 RD FLOOR ROOF DECK	$\$593,880 \times 7.5\% =$	\$44,540
B. CIVIL ENGINEER FEES (ESTIMATED)		\$30,000
C. IMPACT FEES		TBD
D. FURNISHINGS & EQUIPMENT		TBD
	SUBTOTAL IV	\$339,495
	PROJECT GRAND TOTAL	\$4,203,975

NOTE: Opinions expressed in this report represent the professional opinion of the firm of **Edlund, Dritenbas, Binkley Architects and Associates, P.A. (EDB)** who have used that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. **EDB Architects, P.A.** does not warrant that this opinion of probable construction cost will not vary from actual costs incurred by the client.

Conclusions

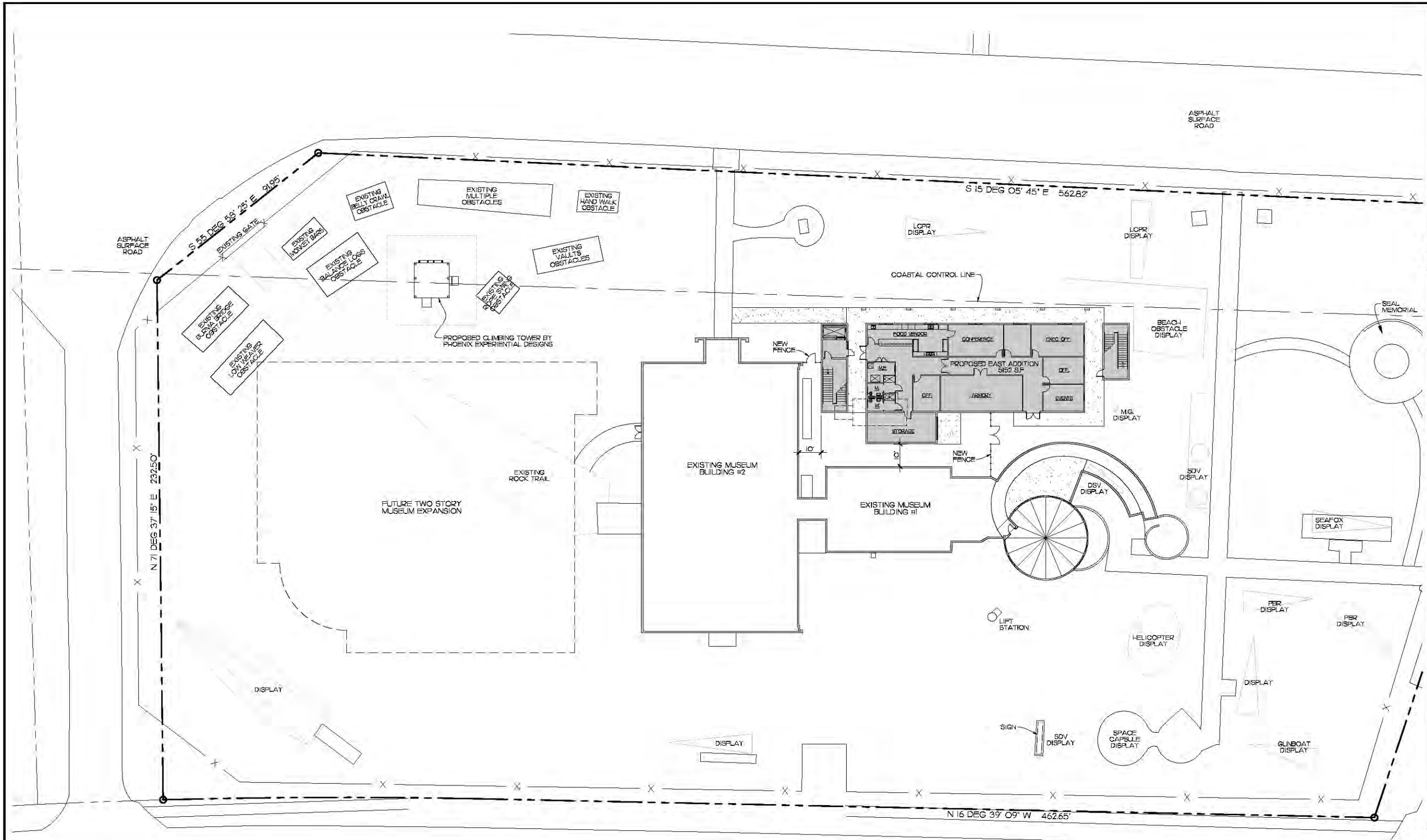
It appears the site can be expanded to the east and avoid the CCL line and provide the program for expansion for a new one-story administration building.

It also appears that the site can be expanded to add a second-floor meeting room.

The optional third-floor rooftop viewing area is permissible, but vertical accessibility of two stairs and an elevator would have to be provided.

I recommend going with both phases of the two-story. If budget will allow, some savings can be achieved in doing both floors at the same time. In addition, the third-floor rooftop observation deck could be added if additional funds are available.

Please contact us if you have questions or need further clarifications.



SITE PLAN
SCALE: 1" = 20'-0"

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PHONE: (772) 569-4320



SEAL:

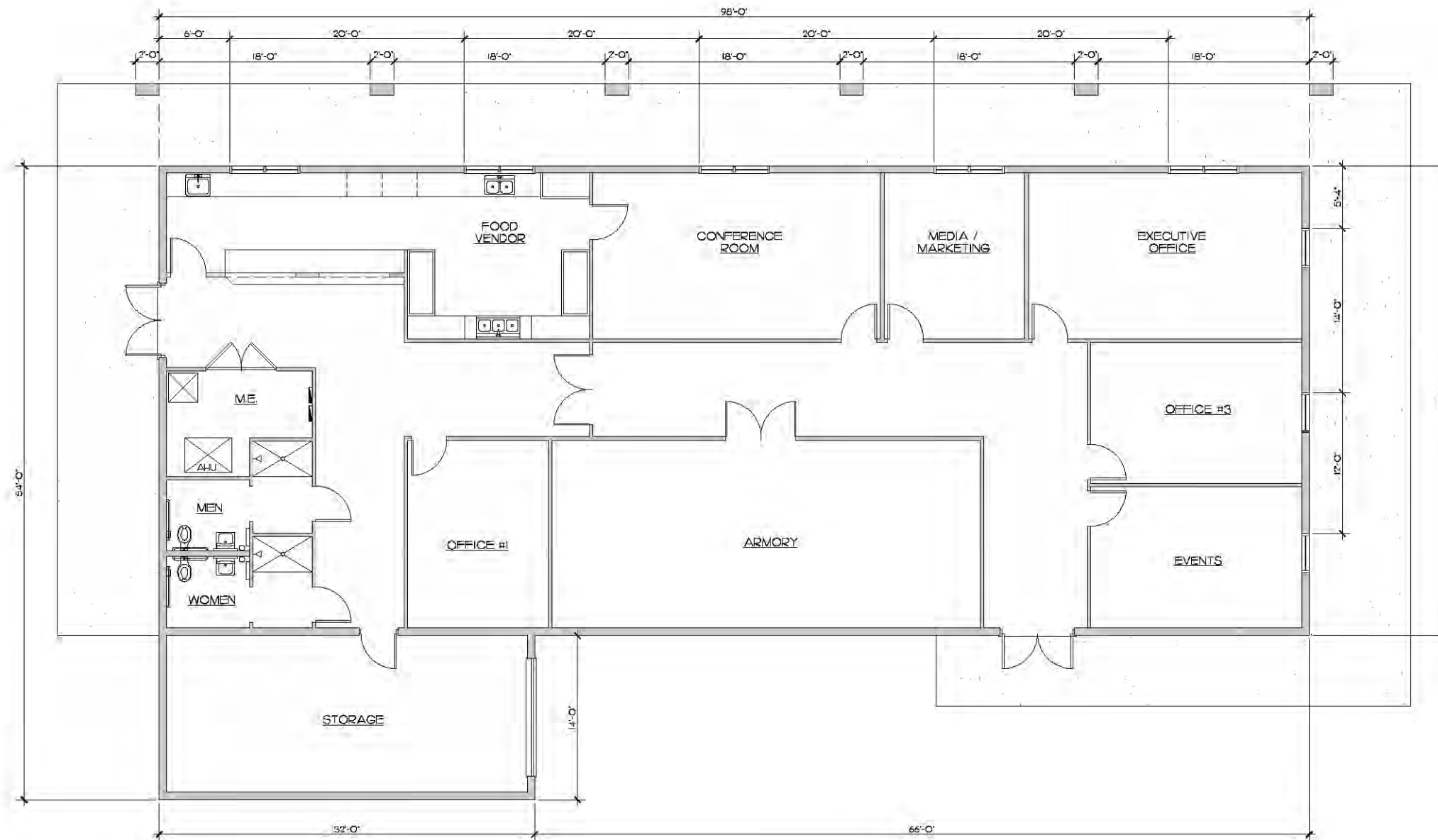
PROJECT: NAVY SEAL MUSEUM EAST ADDITION
FOR: NAVY SEAL MUSEUM
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FT. PIERCE FL 34949

NO.	DATE	REVISIONS

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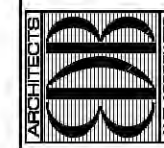
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DATE: 21 FEB 2022
BY: JNR
CHK'D: JFB

SHEET NO.
A-1
OF -



FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

PHASE I
4,368 S.F.



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PROJECT: NAVY SEAL MUSEUM EAST
ADDITION

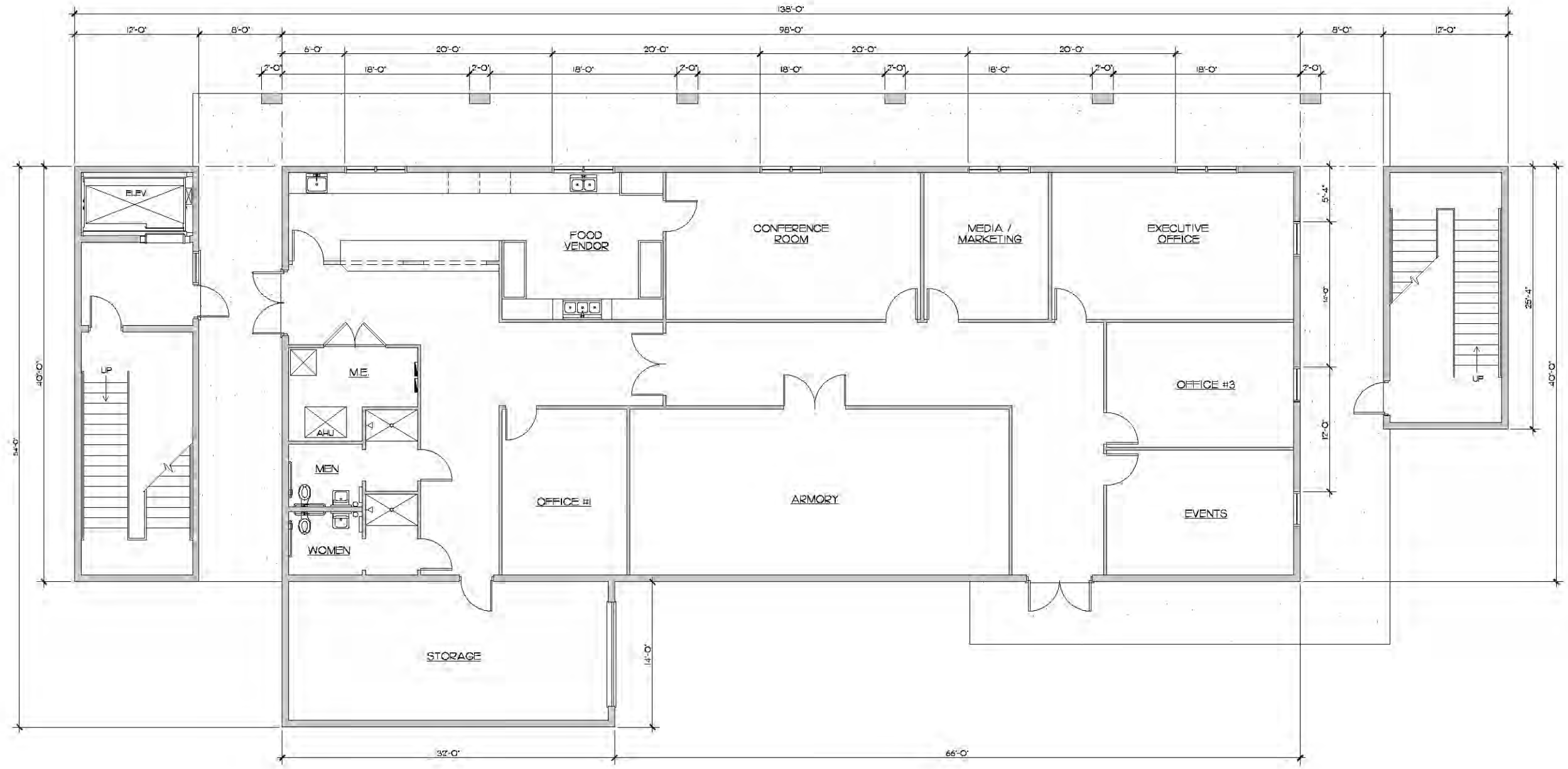
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CHKD: JFB

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A-2
OF



FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

PHASE II
5,152 S.F.

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ARCHITECTS
DB
AND ASSOCIATES
65 ROYAL PALM POINTE, SUITE "D"
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PHONE: (772) 569-4320

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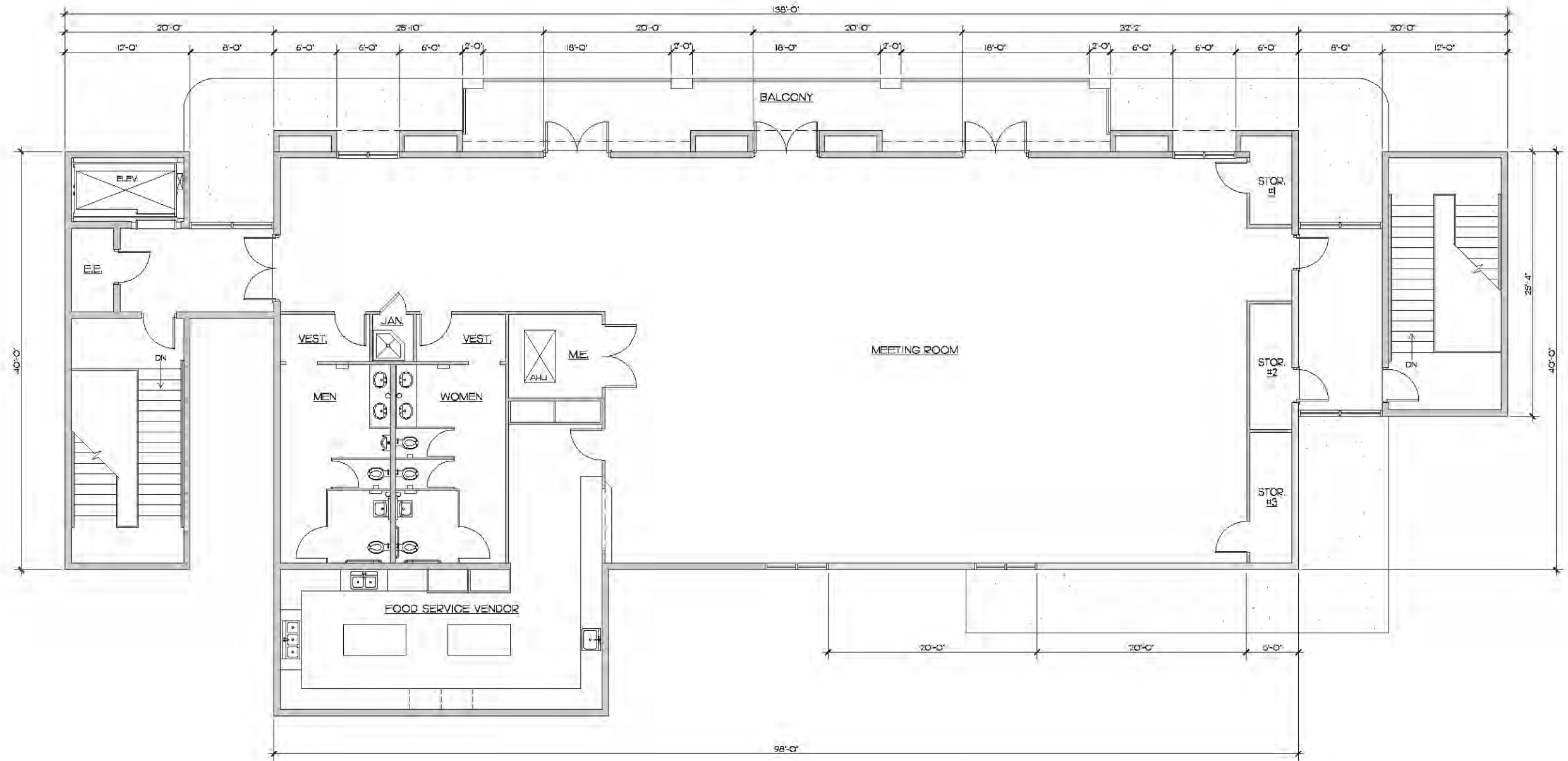
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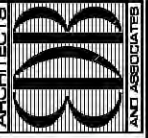
SHEET NO.
A-3
OF



SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"

PHASE II
5,226 S.F.

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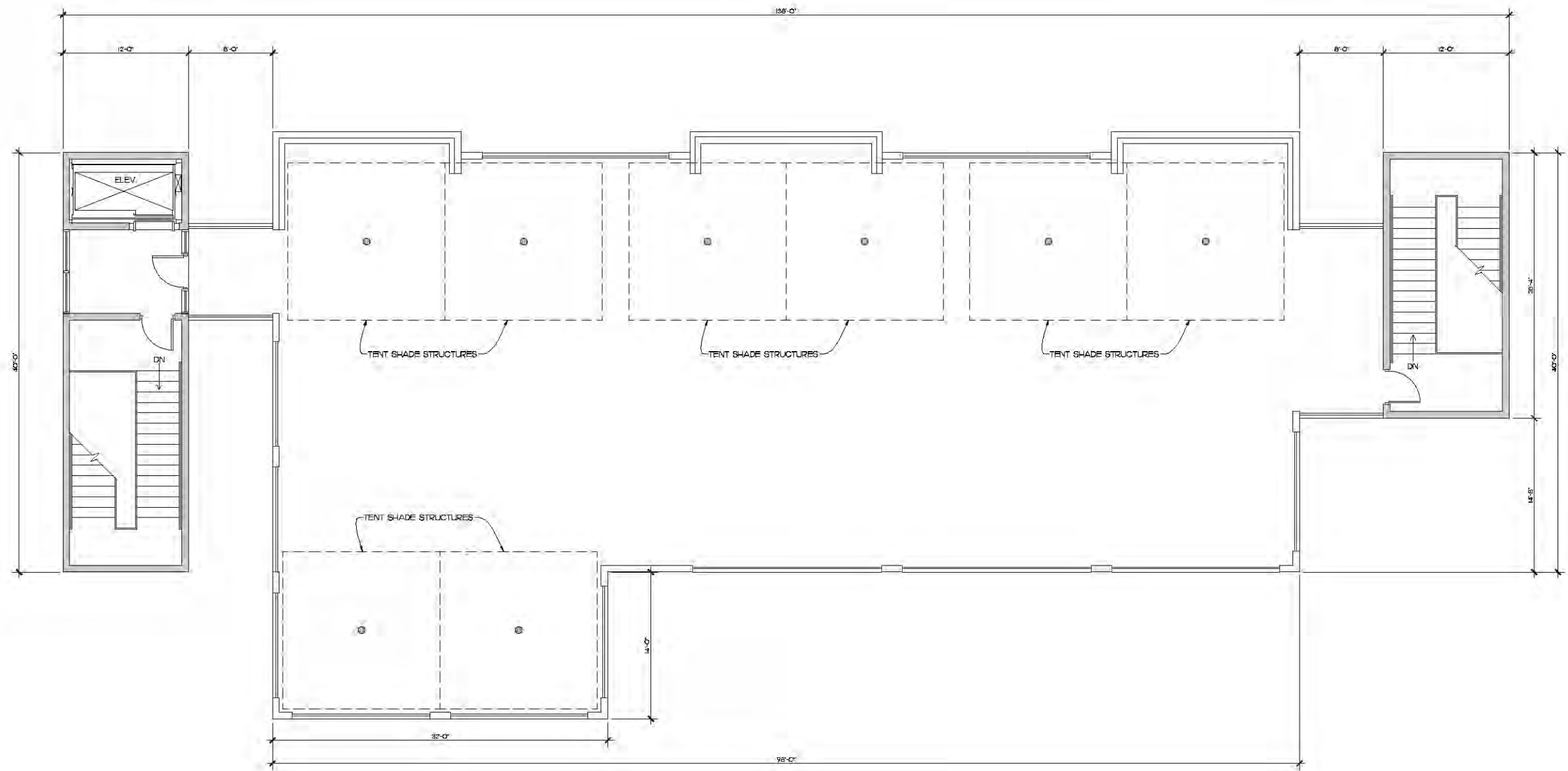
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A-4
OF




THIRD FLOOR PLAN / ROOF PLAN (OPTIONAL)
 SCALE: 3/16" = 1'-0"

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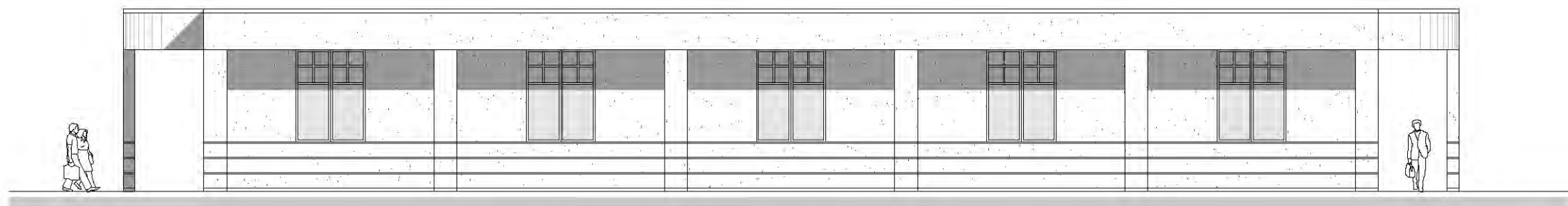
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 OF -



ONE STORY ELEVATION

PHASE I

SCALE: 3/16" = 1'-0"

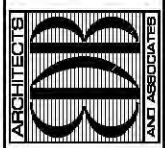


TWO STORY ELEVATION

PHASE II

SCALE: 3/16" = 1'-0"

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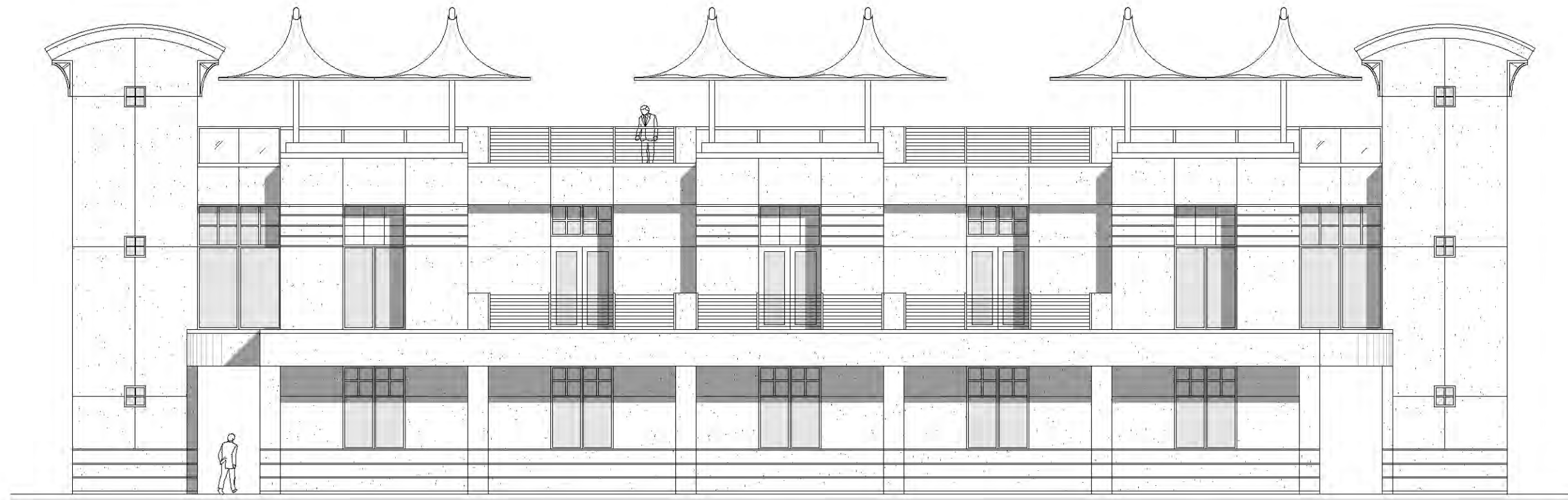
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A-6
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THREE STORY ELEVATION (OPTIONAL)
SCALE: 3/16" = 1'-0"

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ARCHITECTS
44-1A GLOBES
65 ROYAL PALM POINT, SUITE "D"
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BY: JNR
CHKD: JFB

SHEET NO.
A-7
OF -



EAST ELEVATION

PHASE I



EAST ELEVATION

PHASE II

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ARCHITECTS AND ASSOCIATES, P.A.
ARCHITECTS
AR-AA 000086
65 ROYAL PALM POINTE, SUITE "D"
VERO BEACH, FLORIDA 32960
PHONE: (772) 569-4320



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SHEET NO.
A-8
OF -



EAST ELEVATION

OPTIONAL

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 ARCHITECTS
 65 ROYAL PALM POINTE, SUITE "D"
 VERO BEACH, FLORIDA 32960
 PHONE: (772) 569-4320



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PROJECT: NAVY SEAL MUSEUM EAST
 ADDITION

FOR: NAVY SEAL MUSEUM
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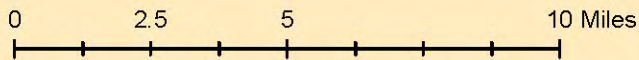
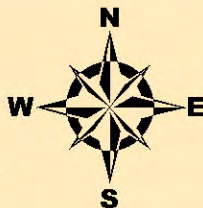
OWNER: MR. CROCKETT
 DATE: 2 FEB 2002
 BY: JAR
 CHECK: JPB

SHEET NO.
A-9
 OF -



Exhibit F. Proximity Map

- Park Boundary
- Parks and Preserves



Prepared by SLC Environmental Resources

Natural Communities

- Beach Dune (4.70 Acres)
- Beach Sand (5.30 Acres)
- Coastal Strand (5.68 Acres)
- Disturbed (23.50 Acres)
- Tidal Swamp (13.59 Acres)
- Tidal Swamp - Disturbed (1.21 Acres)

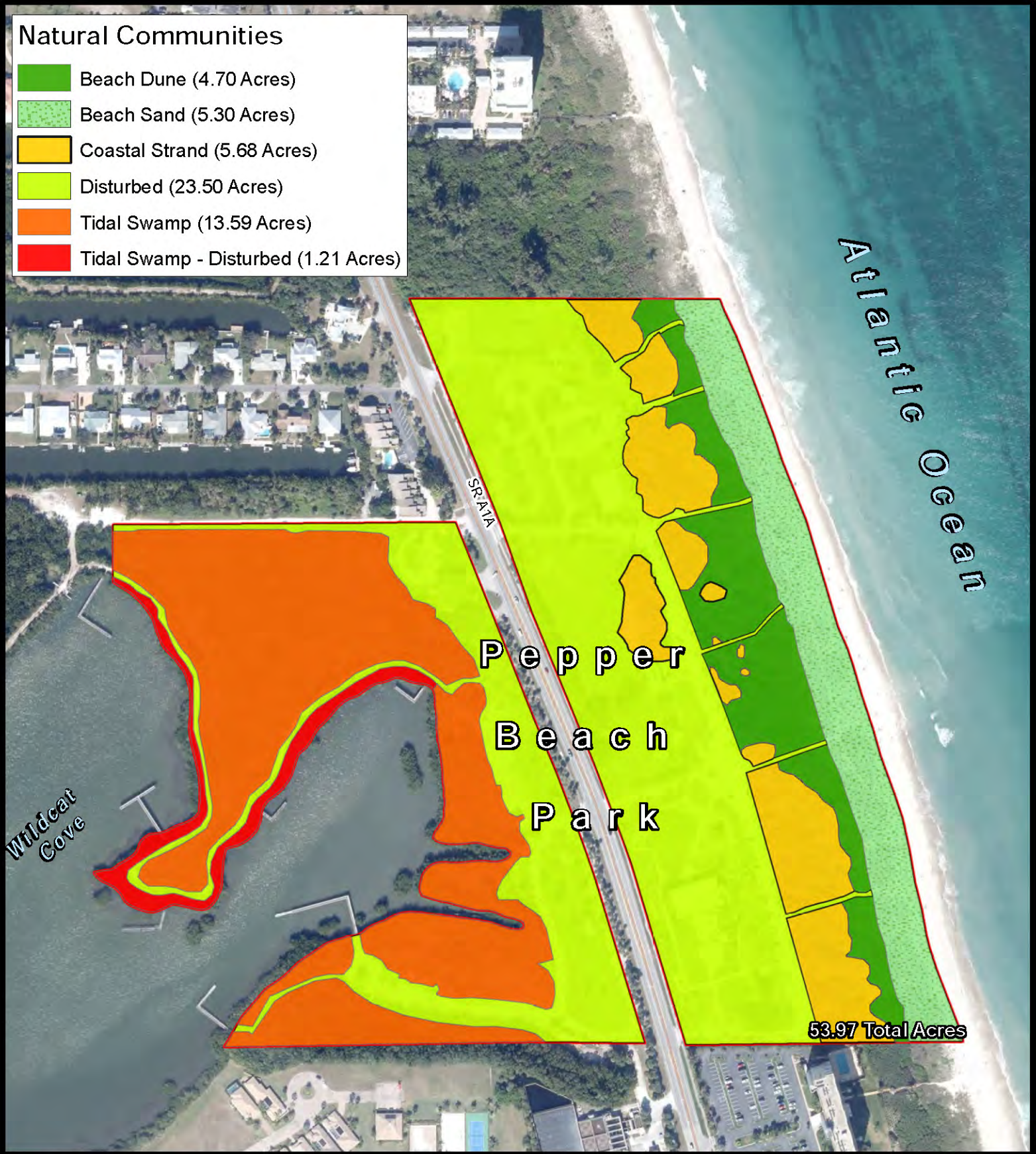


Exhibit G. Natural Communities Map

Type	Acres	% Cover
Beach Dune	4.70	8.7%
Beach Sand	5.30	9.8%
Coastal Strand	5.68	10.5%
Disturbed	23.50	43.5%
Tidal Swamp	13.59	25.2%
Tidal Swamp - Disturbed	1.21	2.2%



Prepared by SLC Environmental Resources

0 250 500 1,000 Feet

Exhibit H: Legal Description

EXHIBIT "A" PEPPER BEACH PARK

A part of Section 25, Township 34 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

For point of reference commence at the Northeast corner of said Section 25; thence South $00^{\circ}02'55''$ West along the Easterly line of said Section 25 for a distance of 803.54 feet to a point; thence North $71^{\circ}37'15''$ East a distance of 189.06 feet to the Easterly right-of-way of State Road A-1-A and the POINT OF BEGINNING; thence continue North $71^{\circ}37'15''$ East a distance of 232.50 feet to a point; thence South $55^{\circ}58'25''$ East a distance of 91.95 feet to a point; thence South $15^{\circ}05'45''$ East a distance of 562.82 feet to a point; thence North $89^{\circ}29'45''$ West a distance of 286.30 feet to the Easterly right-of-way of said State Road A-1-A; thence North $16^{\circ}30'05''$ West along the Easterly line of said State Road a distance of 401.35 feet to the POINT OF CURVATURE of curve to the left, said curve having a radius of 2,914.93 feet; thence along an arc of the said curve, said arc having a chord bearing of North $17^{\circ}53'15''$ West, and a chord distance of 140.85 feet, to the POINT OF BEGINNING. All bearings based on State Road Department data as shown on Right-of-way map of State Road A-1-A dated April, 1950.

AND

Government Lot 1 of Section 25, Township 34 South, Range 40 East less the right-of-way for State Road A-1-A and less the following described parcel:

Commencing at the Northwest corner of said Section 25, thence South $00^{\circ}11'37''$ West 645.34 feet to the POINT OF BEGINNING, thence South $89^{\circ}35'23''$ East 38.15 feet, thence South $21^{\circ}46'23''$ East 112.09 feet, thence South $16^{\circ}22'23''$ East 594.23 feet, thence North $89^{\circ}35'23''$ West 249.80 feet, thence North $00^{\circ}11'37''$ East 672.83 feet to the point of beginning.

AND

Government Lot 1 of Section 26, Township 34 South, Range 40 East less the right-of-way for State Road A-1-A and less the following described parcel:

Commencing at the Northeast corner of said Section 26, thence South $00^{\circ}11'37''$ West 645.34 feet to the POINT OF BEGINNING, thence North $89^{\circ}35'23''$ West 266.50 feet, thence South $10^{\circ}44'37''$ West 324 feet, thence South $44^{\circ}31'37''$ West 288 feet, thence South $58^{\circ}35'42''$ West 279.51 feet, thence South $89^{\circ}35'23''$ East 765.21 feet, thence North $00^{\circ}11'37''$ East 672.83 feet to the point of beginning.

NO. 3540/21 Lucie Co.
EXHIBIT A
PAGE 1 OF 1

A1:5

Exhibit I: Species List

Plants				
<u>Scientific Name</u>	<u>Common Name</u>	<u>Global Rank</u>	<u>State Rank</u>	<u>Federal Status</u> <u>State Status</u>
<i>Avicennia germinans</i>	Black mangrove			
<i>Borrchia frutescens</i>	Sea oxeye daisy			
<i>Batis maritime</i>	Saltwort			
<i>Bursera simaruba</i>	Gumbo limbo			
<i>Canavalia rosea</i>	Beach pea			
<i>Carissa macrocarpa</i>	Natal plum			
<i>Casuarina spp.</i>	Australian pine	NN(1)		
<i>Cenchrus spinifex</i>	Coastal sandbur			
<i>Chrysobalanus icaco</i>	Cocoplum			
<i>Cnidoscolus stimulosus</i>	Tread softly			
<i>Coccoloba uvifera</i>	Seagrape			
<i>Cocos nucifera</i>	Coconut palm			
<i>Conocarpus erectus</i>	Buttonwood			
<i>Croton punctatus</i>	Beach tea			
<i>Cupaniopsis anacardioides</i>	Carrotwood	NN(1)		
<i>Cyperus pedunculatus</i>	Beach star			
<i>Dactyloctenium aegyptium</i>	Crowsfoot grass			
<i>Dalbergia ecastophyllum</i>	Coinvine			
<i>Erythrina herbacea</i>	Coralbean			
<i>Eugenia axillaries</i>	White stoppper			
<i>Eugenia Foetida</i>	Spanish stopper			
<i>Ficus aurea</i>	Strangler fig			
<i>Gaillardia pulchella</i>	Indian blanket flower			
<i>Helianthus debilis</i>	Dune sunflower			
<i>Heterotheca subaxillaris</i>	Camphorweed			
<i>Hydrocotyle bonariensis</i>	Beach pennywort			
<i>Hymenocallis latifolia</i>	Beach spiderlily			
<i>Ilex vomitoria</i>	Yaupon holly			
<i>pomoea imperati</i>	Beach morning glory			
<i>Ipomoea pes-caprae</i>	Railroad-vine			
<i>Iva imbricata</i>	Beach elder			
<i>Laguncularia racemosa</i>	White Mangrove			
<i>Mentzelia floridana</i>	Poorman's patch			
<i>Nerium oleander</i>	Oleander	N		
<i>Opuntia humifusa</i>	Eastern prickly pear			
<i>Panicum amarum</i>	Beach panicum			
<i>Paspalum notatum</i>	Bahia grass	N		
<i>Phoenix reclinata</i>	Senegal date palm			
<i>Quercus virginiana</i>	Live oak			
<i>Randia aculeate</i>	Indigo berry			
<i>Rhizophora mangle</i>	Red Mangrove			
<i>Sabal palmetto</i>	Cabbage Palm			

NN - Non-native (*)

* denotes EPPC Category

Exhibit I: Species List (continued)

Plants

<u>Scientific Name</u>	<u>Common Name</u>	<u>Global Rank</u>	<u>State Rank</u>	<u>Federal Status</u>	<u>State Status</u>
<i>Sabal domingensis</i>	Cuban Cabbage Palm	NN			
<i>Sanseveria spp.</i>	Sanseveria	NN(2)			
<i>Scaevola plumeri</i>	Inkberry				LT
<i>Scaevola sericea</i>	Hawaiian Scaevola	NN(1)			
<i>Schinus terebinthifolius</i>	Brazilian pepper	NN(1)			
<i>Sesuvium portulacastrum</i>	Sea purslane				
<i>Smilax auriculata.</i>	Dune greenbriar				
<i>Spartina patens</i>	Saltmeadow cordgrass				
<i>Sporobolus virginicus</i>	Seashore dropseed				
<i>Uniola paniculata</i>	Sea oats				
<i>Yucca aloifolia</i>	Spanish bayonet				
<i>Zanthoxylum clava-herculis</i>	Hercules club				
<i>Zanthoxylum fagara</i>	Wild lime				
<i>Wedelia trilobata</i>	Wdelia				

ANIMALS

<i>Ardea alba</i>	Great egret				
<i>Ardea herodias</i>	Great blue heron				
<i>Caretta caretta</i>	Loggerhead Turtle	G3	S3	LT	LT
<i>Chelonia mydas</i>	Green turtle	G3	S2	LE	LE
<i>Cathartes aura</i>	Turkey vulture				
<i>Corvus brachyrhynchos</i>	American crow				
<i>Egretta caerulea</i>	Little Blue Heron				LS
<i>Eudocimus albus</i>	White Ibis				LS
<i>Gopherus polyphemus</i>	Gopher Tortoise				LT
<i>Melanerpes carolinus</i>	Red-bellied woodpecker				
<i>Mimus polyglottos</i>	Mockingbird				
<i>Procyon lotor</i>	Raccoon				
<i>Zenaidura macroura</i>	Mourning dove				

G3 - Either very rare & local throughout its range, found locally in a restricted range, or vulnerable to extinction.

G5 - Demonstrably secure globally

LE - Listed Endangered

LS - Listed Species of Special Concern

LT -Listed Threatened

S2 - Imperiled statewide because of rarity or vulnerability to extinction due to some natural or human factor.

S3 - Either very rare & local throughout its range, found locally in a restricted range, or vulnerable to extinction.

S4 - Apparently secure statewide (may be rare in parts of range).

NN - Non-native (* denotes FLEPPC Category)

ID	Soil Type	Acres
6	ARENDS, ORGANIC SUBSTRATUM	11.4
9	COASTAL BEACHES	2.6
10	CANAVERAL FINE SAND	17.0
27	PALM BEACH FINE SAND	11.6
35	KESSON - TERRA CEIA COMPLEX (TIDAL)	10.3
99	OPEN WATER	1.0
	Total	53.9

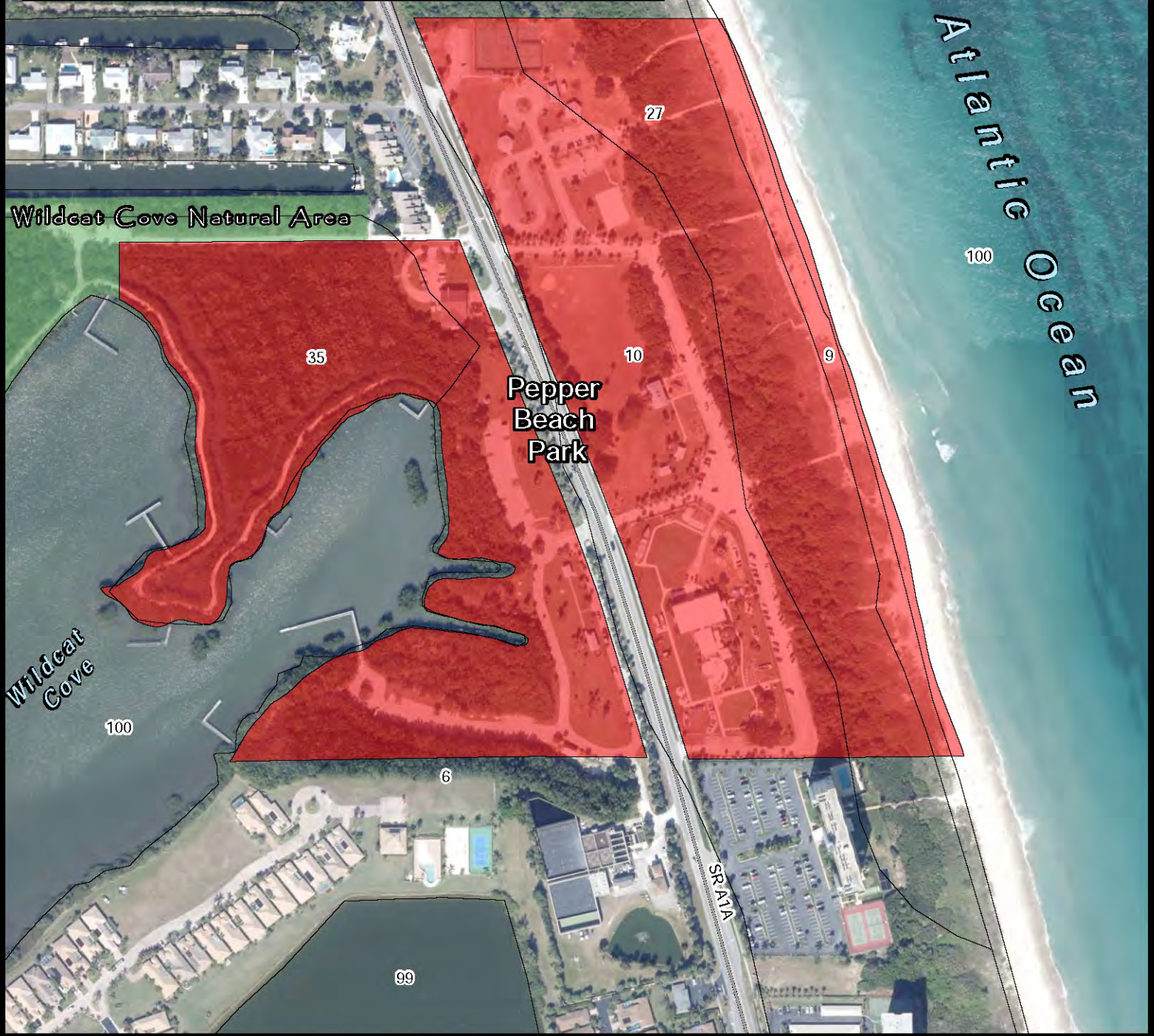
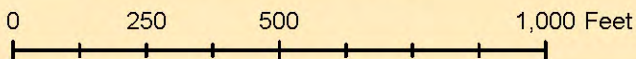
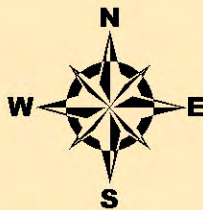


Exhibit J. Soils Map

- Park Boundary
- Soil Boundary
- Other Conservation Lands



Prepared by SLC Environmental Resources

Exhibit K: Lease

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

PEPPER BEACH PARK

No. 3370

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and the COUNTY OF ST. LUCIE, FLORIDA, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of St. Lucie, State of Florida, together with the improvements thereon (if applicable), and subject to all existing encumbrances, viz:

(Exhibit A -attached)

TO HAVE AND TO HOLD the above described land for a period of fifty (50) years to begin on the date of execution of this lease for location of a fire station (See Exhibit B attached), outdoor recreation, park, conservation, historic and related purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for outdoor recreation, park, conservation, museum, fire protection and related purposes. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessee shall defend, protect, save, hold harmless and indemnify the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the State of Florida, and the officers, directors, agents, servants, employees and assigns of each, from and against any and all claims, demands, losses, costs, damages liens, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever (including but not limited to reasonable attorney's fees, investigative and discovery costs, and court costs) which are caused by any acts or omissions of lessee, and its officers, directors, employees, servants or agents.

6. The lessor does not warrant or guarantee title, right of interest in the hereinabove described property.

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

8. The lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

9. The lessee is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted shall be filed timely with the lessor.

10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities, (Provision 9), are prohibited, unless previously authorized by the lessor.

11. A Management Plan for this tract shall be prepared by the lessee, in accordance with Section 253.034, Florida Statutes, within 12 months of the execution date of this Lease and shall be submitted to the Board for approval. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the lessee and the Board at least every five (5) years. The lessee shall not use or alter the property except as provided for in the approved Management Plan.

12. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or at the option of the lessor, the lessee agrees to remove any or all improvements on the property at the lessee's expense.

13. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund, has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed in the City of Tallahassee, Florida, on the 31 day of October, A.D. 1984, and the St. Lucie County Board of County Commissioners, has duly executed same this 10th day of October, A.D. 1984.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

By: *Elly Ann O'Neil*
EXECUTIVE DIRECTOR
DIRECTOR OF NATURAL
RESOURCES

ATTEST:
Maryann M. Cannon
Secretary

COUNTY OF ST. LUCIE
By: *R. Don Dehn*
CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM AND LEGALITY
BY *Lee Dehn*
DATE *10/26/84*

Exhibit L: Deeds

Prepared under the supervision of:

R.S. BENNETT, Attorney

Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32301

COUNTY : St. Lucie
SECTION : 94490-2503
STATE ROAD : A-1-A
PARCEL NO. : SRD No. 2

QUITCLAIM DEED

THIS INDENTURE, made this 2nd day of November, 1984, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "Grantor", and Board of County Commissioners St. Lucie County, 2300 Virginia Avenue, Ft. Pierce, Florida 33450 hereinafter called "Grantee".

WITNESSETH

WHEREAS, the hereinafter described land was acquired by Grantor for use as right of way for a state road on the state highway system, and

WHEREAS, said road has been classified as part of the public road system over which Grantee has jurisdiction and the Secretary of Transportation has approved transfer of legal title to Grantee as authorized by Section 337.25(5) Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Grantor does hereby remise, release and quitclaim unto the Grantee, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Grantee.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens or encumbrances of any nature whatsoever which the Grantee hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its Director, Division of Preconstruction and Design and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

COUNTY : St. Lucie
SECTION : 94490-2503
STATE ROAD : A-1-A
PARCEL NO. : SRD No. 2

Signed, sealed and delivered
in our presence as witnesses:

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Kathryn D. Colligan

By: Bill Ventry
William F. Ventry, Director
Division of Preconstruction &
Design

Betty L. Sigmund

Attest: Allyson A. Anderson
Executive Secretary

ACKNOWLEDGEMENT

State of Florida
County of Leone

The foregoing instrument was acknowledged before me this 2nd day Nov.
1984 by William F. Ventry, Director, Division of Preconstruction (date)
& Design (name & title)

Katherine A. Blanning
Signature
Notary Public, State of Florida
My Commission Expires Jan. 14, 1985
Notary Public / Notary - Insurance, Inc.

NOTARY PUBLIC

SURPLUS

S.R.D.-2-PART

SECTION 94490-2503

"Section 26, Township 34 South, Range 40 East, more particularly described as: Commencing at the N.E. corner of said Section 26; thence S 00°11'37" W 646.34 feet to the POINT OF BEGINNING; thence N 89°35'23" W 266.50 feet; thence S 10°44'37" W 324 feet; thence S 44°31'37" W, 288 feet; thence S 58°35'42" W 279.51 feet; thence S 89°35'23" E 765.21 feet; thence N 00°11'37" E 672.83 feet to the POINT OF BEGINNING."

Containing approximately 6.17 acres of land more or less.

AND

"That portion of Section 25, Township 34 South, Range 40 East more particularly described as: Commencing at the N.W. corner of said Section 25; thence S 00°11'37" W 645.34 feet to the POINT OF BEGINNING; thence S 89°35'23" E 38.15 feet; thence S 21°46'23" E 112.09 feet; thence S 16°22'23" E 594.23 feet; thence N 89°35'23" W 249.80 feet; thence N 00°11'37" E 672.83 feet to the POINT OF BEGINNING."

Containing approximately 2.29 acres of land more or less.

Reserving the Easterly 25 feet adjacent to A-1-A for roadway purposes.

THIS INSTRUMENT PREPARED BY
K. E. OLSON

DATED OCT 1 1984

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FORT LAUDERDALE, FLORIDA
DESCRIPTION APPROVED

Warranty Deed

(STATUTORY FORM--SECTION 689.02 F.S.)

BEN L. DRYAN, JR.
Attorney at Law
Post Office Box 1308
FORT PIERCE, FLORIDA 33904

This instrument, Made this 21st day of December 19 83, Wetmore

ANITA MAE LaPRADE

of the County of Lenoir, State of North Carolina, grantor, and

ST. LUCIE COUNTY, POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

whose post office address is 2300 VIRGINIA AVE. T. 22000

of the County of St. Lucie, State of Florida, grantee,

Witnesseth. That said grantor, for and in consideration of the sum of -----

-----Ten and no/100----- 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 heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

All of Blocks V, W, X, Y and Z of the Plat of Blocks T, U, V, W, X, Y and Z, of the NORTH BEACH SUBDIVISION, according to the plat thereof recorded in Plat Book 8 at Page 28 of the public records of St. Lucie County, Florida.

Together with all the lands and accretions heretofore or hereafter acquired lying East of said Blocks and West of the High Water mark of the Atlantic Ocean and further including riparian or littoral rights thereunto appertaining.

Grantor represents and affirms that this is not her home and that she resides in North Carolina.

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

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written, Signed, sealed and delivered in our presence:

E. W. Sanders

Douglas Waddy

Anita Mae LaPrade (Seal)

ANITA MAE LaPRADE (Seal)

(Seal)

(Seal)

STATE OF North Carolina
COUNTY OF Lenoir

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ANITA MAE LaPRADE

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of December 19 83

My commission expires: 6-1-86

James H. [Signature]
Notary Public



420 2200
2203

COUNTY : St. Lucie
SECTION : 94490-2503
STATE ROAD : A-1-A
PARCEL NO. : SRD No. 2

Signed, sealed and delivered
in our presence as witnesses:

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Kathayon D. Calligan

By: Bill Ventry
William F. Ventry, Director
Division of Preconstruction &
Design

Betty L. Sigemore

Attest: Alyssa Anderson
Executive Secretary

ACKNOWLEDGEMENT

State of Florida
County of Leone

The foregoing instrument was acknowledged before me this 27th day of Oct.
1984 by William F. Ventry, Director, Division of Preconstruction & Design (date)
(name & title)

Katherine A. Channing
Signature : Notary Public, State of Florida
My Commission Expires Jan. 14, 1985
Notary Public

Exhibit M: Facility Agreement with UTD Seal Museum

**UDT-SEAL MUSEUM ASSOCIATION, INC.
FACILITIES USE AGREEMENT**

THIS AGREEMENT, made and entered into on this 12th day of NOVEMBER 1996, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **UDT-SEAL MUSEUM ASSOCIATION, INC.**, a Florida corporation, hereinafter referred to as "UDT".

W I T N E S S E T H:

WHEREAS, the County has a land lease with the State of Florida for a park known as Pepper Park, located in St. Lucie County on North Hutchinson Island which lease term is from October 31, 1984 to October 31, 2044; and,

WHEREAS, the County has operated a facility at Pepper Park known as the UDT-SEAL Museum (hereinafter referred to as the "Museum") recognizing this site as the birthplace of the United States Navy Underwater Demolition Teams (Frogman); and,

WHEREAS, UDT has supported the development, construction and operation of the Museum since its inception; and,

WHEREAS, the County and UDT desire to continue to operate the Museum in its present location as a major tourist attraction; and,

WHEREAS, the County is willing to enter into this Agreement with UDT to manage the Museum.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is **AGREED AS FOLLOWS**:

1. **SITE**. The parties further acknowledge and agree that the Museum is located at Pepper Park, North Hutchinson Island, St. Lucie County, Florida, and shall consist of the building and grounds, as set forth in the diagram as set forth in Exhibit "A"

2. **TERM; RENEWAL**. Subject to early termination as set out in Paragraph 13, the term of this Agreement shall be for a period beginning January 1, 1997 and continuing through October 31, 2044. At the end of the term, the parties may extend the term of this Agreement in the event the Land Lease with the State of Florida is extended.

3. **UDT USE OF THE MUSEUM - GENERAL COVENANTS**. During the term of the Agreement, UDT covenants and agrees as follows:

A. UDT shall assume full responsibility for the operation and management of the Museum and its costs, including personnel.

B. UDT shall collect and retain all revenue, including admission fees, generated by the Museum.

C. UDT shall set the admission rate and advise the County of changes.

D. UDT shall maintain, refurbish, and care for all artifacts and displays, which are the property of UDT and provide funding for the maintenance, refurbishment and care of the artifacts and displays.

E. UDT shall be responsible for the capital equipment cost to add to or replace any of the display cabinets, office furniture, office equipment, etc., as set forth in Exhibit "B".

F. UDT shall continue to promote the Museum and recognize the County, when appropriate, in its printed promotional material when the cost is shared with the County Tourist Development Council.

G. UDT shall continue, with the assistance of County staff, to conduct annual Veterans Day ceremonies for all residents of the County.

H. UDT shall have the right to have and operate an office for the UDT on the Museum premises.

I. UDT shall continue to have the right to operate a store to sell items to bring in revenue to support the Museum.

J. UDT shall open and operate the facility daily from 10 a.m. to 4 p.m. **TUESDAY THROUGH SATURDAY, AND 12 NOON TO 4 P.M. SUNDAY**
~~a minimum six days a week, fifty two~~ (52) weeks a year for viewing by the general public. **FIFTY TWO**

ATA³
FD

Any changes in the hours or days of operating the Museum shall be discussed with the Leisure Services Director or his designee. In case of an unscheduled closure due to an emergency, UDT will immediately contact the County for proper procedures of notification in closing a public facility.

K. UDT shall continue to admit paid-up UDT members free of charge.

L. UDT shall offer ongoing educational opportunities to all St. Lucie County school-age children year round at a reasonable admission cost.

M. UDT shall continue to conduct tours as needed.

N. UDT shall assume the cost of phones.

O. UDT shall work with the UDT-SEAL Association (Little Creek, Virginia) to fund, design and build a Memorial Park on the Museum grounds at no cost to the County except that the County shall furnish water for irrigation and the reflection pond.

P. UDT shall work to expand the Museum building complex as needed and as funds become available.

Q. The UDT shall not at any time during the length of this Agreement alter, change, cover or deface the A.E. Backus Mural located on the interior wall of the original circular building.

4. **UDT'S OPERATIONS.**

A. **Museum Manager:** UDT shall designate a manager for its operation. The manager shall be the authorized representative of UDT and entitled to act in all matters relating to the daily operation of the Museum. The Leisure Services Director shall be advised in writing of the name, address, and phone numbers (home and office) of the manager.

B. **Personnel:** UDT represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Agreement. All employees employed by UDT shall not be employees of or have any contractual relationship with the County.

C. **Advertisement:** UDT may place permanent advertising on Museum property subject to the approval of the County zoning officials and the Leisure Services Director. A description of the advertising shall be submitted to the Leisure Services Director for approval,

which approval shall be granted or denied within twenty (20) days. Failure to respond by the Leisure Services Director within the twenty (20) day period will be deemed approval.

D. **Department Approval:** UDT agrees that it will obtain prior written approval from the Leisure Services Director in all of the following matters:

(1) Changes from originally approved specifications, signage, and graphics.

(2) Equipment UDT plans to install requiring any modifications.

(3) All improvements, including buildings, equipment, furnishing, signing, temporary structures, and advertising installed by UDT shall be in keeping with the appropriate standards of decor at the facilities and in the area. The UDT shall not remove any County-owned equipment or furnishings without notification to the Leisure Services Director. All buildings, improvements, and any other fixture of a permanent nature shall become the property of the County at the time installed and shall not be removed (invoices shall be provided to determine the new insurance value). UDT agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes. UDT shall not alter or modify any structural portion of the Museum, the Museum site or the improvements constructed therein without first obtaining written approval from the Leisure Services Director.

E. **Public Contact of UDT's Employee:** UDT's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the Leisure Services Director to demand his or her removal from duties.

F. **Quality of UDT's Services:**

(1) UDT shall conduct its operation in an orderly manner so as not to annoy, disturb, or be offensive to customers, patrons, other operators, or others in the immediate vicinity of such operations.

(2) UDT shall control the conduct, demeanor, and appearance of its officers, members, employees, agents, representatives, customers and patrons, and upon objection of the Leisure Services Director concerning the conduct, demeanor, or appearance of any such person, UDT shall immediately take all necessary steps to correct the cause of such objection.

(3) UDT shall take good care of said premises, shall use the same in a careful manner and shall, at its own cost and expense, keep and maintain the same in good condition and repair, and upon the expiration of this Agreement, or its termination in any manner, shall deliver the premises to the County in no worse condition that the same was at the commencement of this Agreement, loss by fire or other casualty and ordinary wear and tear excepted.

5. **FACILITIES - CONSTRUCTION; MAINTENANCE.**

A. **Construction:** In the event that UDT, with County approval, constructs improvements to the Museum, UDT agrees to comply with the following:

(1) **Plans:** UDT, at UDT's cost, agrees to prepare all plans, drawings and specifications for construction of all improvements on the premises. UDT agrees that all plans and specifications are subject to the County's approval. The plans shall include building plans, access plans, utility (water, sewer, telephone, electric) plans, drainage plans, parking plans, landscaping plans and all other plans needed to construct the facilities.

(2) **Permits:** UDT shall obtain all needed permits and approvals from the County, and any other governmental agency whose approval is needed to construct.

(3) **Materials:** All materials required for the entire work shall be as required in the final plans and specification or approved changes and be of high grade and quality commensurate with industry standards and shall be furnished in ample quantities to prevent delays.

(4) UDT shall perform all the work, as outlined in this Agreement in such a manner as required to produce the results intended and shall complete the work in a good, workmanlike and timely manner. It is also the intent of the agreement that UDT shall furnish, deliver and supply all labor, materials, supplies, tools and equipment required for the proper performance and completion of the work, including any items not particularly mentioned in these specifications or shown on the plans, but obviously necessary for the proper performance of the work.

(5) UDT shall give all necessary notices, obtain all permits and pay all fees in connection with this work and comply with all applicable rules and regulations affecting work of this character. These rules shall take precedence over any requirements of this agreement where a conflict occurs. This, however, shall not be interpreted as permitting the use of material or equipment inferior to that specified, unless the material or equipment specified violates the rules and regulations.

(6) UDT shall properly protect its work during installation. It shall guard all dangerous places with suitable and substantial guards, railings, lights, and so forth. Any of UDT's work which has been injured by the elements or from any cause whatsoever shall be removed and rebuilt as set forth herein.

(7) During the progress of the work, UDT shall remove from the site any rubbish or debris created by its work as frequently as may be necessary to avoid any fire, safety or health hazard. After completion of construction, all temporary structures shall be removed within thirty (30) days. All temporary structures shall be subject to the approval of the Leisure Services Director.

(8) Defective work shall be immediately removed whenever so ordered by the Leisure Services Director, and any work damaged in the removal or replacing of condemned work shall be restored and made good as herein specified in an approved manner.

(9) Prior to construction, UDT shall require its contractor to obtain payment and performance bonds in amounts equal to the cost of the improvements as well as workers compensation coverage, general liability insurance coverage, builder's risk coverage, in a manner consistent with the requirements of Paragraph 11. Copies of the bonds and insurance certificates shall be provided to the Leisure Services Director.

B. **Maintenance: Repairs:** UDT shall, at its sole cost and expense, keep and maintain the leased premises in good condition during the term of the Agreement and any extensions thereof. The provision of janitorial services and all interior maintenance and repair within and around the leased premises are the sole exclusive responsibility of the UDT. UDT shall repair all damages to the premises caused by UDT, its invitees, its employees, agents or independent contractors. UDT shall provide the Leisure Services Director prior notice of all major repairs.

6. **COUNTY RESPONSIBILITIES.**

The County shall have the following responsibilities during the term of this Agreement:

A. The County will maintain the exterior of all existing buildings as set out in Exhibit "A" and grounds, including the fixed building equipment, such as air conditioners, electric, plumbing, alarm system, etc. The County will maintain the grounds until such time as the Memorial Park, as designed by Thomas Lucido & Associates and approved by UDT, is completed.

B. The County shall allow UDT the use of the existing office equipment on site at the signing, to include but not be limited to desks, chairs, file cabinets, copiers, telephones.

C. The County will support the annual Veterans Day events as a cosponsor with in-kind services to include use of bleachers, chairs, tables, platforms, sound system, and publicity and public relations. This support will equal the average in-kind activities provided in the period of 1991-1995.

D. The County shall continue its support and funding for the Museum during the duration of the Agreement. The County will make grants to UDT as per the following schedule:

January 1, 1997	\$25,000
January 1, 1998	\$20,000
January 1, 1999	\$15,000
January 1, 2000	\$10,000
January 1, 2001	\$ 5,000

E. The County shall retain control over general admission fees to Pepper Park grounds and parking area. In the event these fees are levied, the County agrees to use the revenues for the upkeep of the general grounds of the park, including the Museum site.

F. The County, for public safety purposes, reserves the right to close the park, which in turn may govern the closing of the Museum. Such occurrences shall be administered through the County's Leisure Services Director who will notify UDT.

G. The County will be responsible for opening and closing Pepper Park. Requests for access beyond the normal hours may be arranged through the Leisure Services Director. The cost of such services will be borne by UDT. Special security for special events conducted by UDT (except for the cosponsored Veterans Day event) will be the responsibility of UDT (contracting for off-duty Sheriff's officials, as needed).

H. The County shall provide and fund, water, sewer, and electric service to the Museum building as it exists on the date of this Lease. The County shall not fund any utility service to any additions to the building. UDT will be responsible for all utilities except irrigation of existing and further buildings after September 30, 2001 or the next billing cycle.

7. **ANNUAL ATTENDANCE REPORT.** UDT shall provide the County with an annual attendance report.

8. **INDEMNIFICATION.** To the extent of the insurance requirements set out in paragraph 11, UDT agrees to indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the Agreement or UDT's activities in the demised premises. UDT shall pay all claims and losses of any nature whatsoever in

connection therewith, and shall defend all suits, at the County's request, in the name of the County when applicable and shall pay all costs and judgment which may issue thereon. The parties acknowledge and agree that but for this indemnification provision, the County would not have entered into this Agreement. UDT further acknowledges receipt of \$10.00 and other good and valuable consideration provided by the County in support of this indemnification. This indemnification shall survive termination of the Agreement but only for those claims arising prior to the termination of this Agreement.

9. **LIABILITY.** Liability for Damage or Injury: The County shall not be liable for any damage or injury which may be sustained by any party or persons at the Museum or Museum site, other than the damage or injury caused solely by the negligence of the County.

10. **RECONSTRUCTION AND REPAIR OF IMPROVEMENTS.** If the Museum is partially damaged, but not rendered unusable, the same shall be repaired with due diligence by the County from proceeds of the insurance coverage and/or at its own cost and expense.

If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the same shall be repaired with due diligence by the County from the proceeds of the insurance coverage policy and/or at its own cost and expense.

11. **INSURANCE.** UDT shall maintain Comprehensive General Liability Insurance, including Broad Form Property Damage and Personal Injury Liability coverages. Such policy shall name St. Lucie County and the Board of Trustees of the Internal Improvement Fund of the State of Florida as additional insureds. Limits of liability coverage to be not less than:

- | | | |
|----|--|--|
| 1. | Bodily Injury Liability | \$1,000,000 each occurrence |
| 2. | Property Damage Liability | \$ 300,000 each occurrence |
| | or | |
| | Bodily Injury and Property
Damage Liability | \$1,000,000 each occurrence
combined single limit |

UDT shall maintain in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of UDT including employer's liability insurance, with limits of not less than \$100,000.00 per accident.

UDT shall furnish County prior to January 1, 1997, the UDT's Certificate of Insurance evidencing existence of the coverages required above with an insurer approved by the Insurance Commissioner for the State of Florida. In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other parties of the claim as soon as possible but not later than thirty (30) days after the party receives the claim, consideration being given to the form of the claim and the time limits within which answer must be served.

During the term of this Agreement, the County agrees to procure and pay for and at all times maintain fire and extended coverage on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Museum as a result of a single occurrence. Proceeds from the fire and extended coverage on the real property and all personal property belonging to the County shall be payable to the County.

12. **ADDITIONAL COVENANTS OF UDT.**

- A. UDT shall use and occupy the Museum solely for the purposes of operating

a UDT Seal Museum open to the general public.

B. UDT shall pay all taxes, assessments on is its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Museum.

13. **TERMINATION.**

A. **Automatic Termination:** The occurrence of any of the following may, at the option of the County, cause the Agreement to be automatically terminated.

- (1) Institution of bankruptcy proceedings by UDT.
- (2) Institution of proceedings of involuntary bankruptcy against UDT if such proceedings continue for a period of ninety (90) days.
- (3) Assignment of the Agreement for the benefit of UDT's creditors.
- (4) Determination by a governmental agency other than the County or court that the Agreement is invalid or violates the terms of any grant or lease agreements.
- (5) Abandonment by UDT of, and discontinuance of operations.
- (6) Failure by the UDT to remedy a violation found by the St. Lucie County Health Department within fourteen (14) calendar days of the date of a notice of violation issued by the St. Lucie County Health Department.

B. **Termination by the County Upon Notice:** The County shall have the right to terminate this Agreement after thirty (30) calendar days written notice sent by registered or certified mail to UDT informing the UDT of the occurrence of one or more of the following, unless the same shall have been corrected within the thirty (30) calendar day period:

- (1) Non-performance of any material covenant of this Agreement and failure by UDT to remedy such breach.
- (2) The conducting of any business or the merchandising of any product

or device not specifically authorized herein.

(3) Failure to abide by the by-laws that govern UDT which bylaws are attached to and incorporated into this Agreement as Exhibit "C".

C. **Termination by UDT:** UDT shall have the right upon thirty (30) calendar days written notice to the County sent by registered or certified mail to terminate the Agreement at any time after the occurrence of one or more of the following events:

(1) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of facilities for the intended commercial purposes, and the remaining in force of said injunction for a period of more than sixty (60) calendar days.

(2) A breach by the County of any of the terms, covenants, or conditions contained in the Agreement and the failure of the County to remedy such breach for a period of thirty (30) calendar days after receipt of written notice sent by registered or certified mail from UDT of the existence of such breach.

D. **Removal of Personal Property Upon Termination:** The UDT, within one hundred eighty (180) calendar days following the termination of this Agreement, shall forthwith remove all of its personal property not acquired by the County under the terms of this Agreement. Any personal property of UDT not removed in accordance with this Article may be removed by the County for storage at the cost of UDT or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. The County shall not be liable to Lessee for safekeeping of UDT's property.

It is the intention of the parties to this Agreement that all improvements including buildings, parking lots, fixtures and any other real property purchased by UDT shall be and will always remain, the property of the County.

14. NON-DISCRIMINATION.

A. UDT for itself, its personal representatives, successors in interest, and assigns as a party of the consideration hereof does hereby covenant and agree that:

(1) No person on the grounds of race, color, national origin, or sex shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination.

(3) UDT shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the Department of Health, Education and Welfare - Effectuation of Title IV of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. UDT shall not discriminate against any employees or applicant for employment in the performance of the contract with respect to hiring, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment because of age, sex, or physical handicap (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin, or ancestry.

C. That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement and to re-enter and repossess said facilities thereon and hold the same. This provision shall not be effective until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appeal rights.

15. **CONFLICT OF INTEREST.** UDT hereby represents and warrants that neither it nor any of its directors, officers, members, partners or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. UDT further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County nor any person whose salary is payable, in whole or part, from County Treasury, shall participate in any decision relating to this agreement which affects his/her personal financial interest or the financial interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any financial interest, direct or indirect, in this Agreement or in the proceeds thereof.

16. **ASSIGNMENT.** No party may assign its rights or obligations under this Agreement without the written consent of the other party which consent shall not be unreasonably withheld. If UDT is a corporation, partnership or other type of business entity other than an individual, there shall be no transfer of control of the business entity without prior approval of the County, which approval shall not be unreasonably withheld. A transfer of control of business entity shall be deemed to occur when the owner(s) of more than fifty percent (50%) of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without the County's prior written consent shall be deemed a default under this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement and the attachments hereto represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representation (if any) made by and between such parties.

18. **AMENDMENTS.** The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

19. **FURTHER ASSURANCES.** The parties hereby agree from time to time to execute and deliver such further and other transfers, assignment and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

20. **BINDING EFFECT.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

21. **NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

AS TO COUNTY:

St. Lucie County Administrator
Administration Annex Building
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
Administration Annex Building
2300 Virginia Avenue
Fort Pierce, Florida 34982

AS TO UDT:

UDT/SEAL Museum Association
3300 North SR A1A
Fort Pierce, florida 34949-8520

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telegraphic communication, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Whenever any party hereto is required to give the approval or disapproval to any matter contained herein, such approval or disapproval shall be given within twenty (20) days from receipt of written requests for approval or approval shall be deemed to be granted.

22. **HEADINGS.** The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

23. **PRONOUNS.** In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

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24. **SURVIVAL.** All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

25. **WAIVERS.** The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

26. **GOVERNING LAW; VENUE.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 12th day of November, 1996.

ATTEST:

[Signature]
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]
Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
County Attorney

WITNESSES:

[Signature]
[Signature]

UDT-SEAL MUSEUM ASSOCIATION, INC.
a Florida corporation

BY: [Signature]
Title:
H. T. ALDHIZER III
-EXECUTIVE DIRECTOR

STATE OF FLORIDA

COUNTY OF ST. LUCIE

Before me personally appeared CLIFF BARNES known to me to be the CHAIRMAN of the Board of County Commissioners, St. Lucie County, Florida, and acknowledged to and before me that he executed the foregoing instrument for the purposes therein expressed.



MONICA L. TAIBL
My Commission CC285260
Expires May 10, 1997
Bonded by ANB
800-852-5878

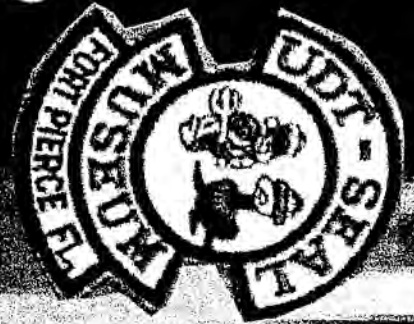
[Signature]
Notary Public, State of Florida
My Commission Expires:

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ known to me to be the
_____ of _____, and acknowledged to and before
me that _____ executed the foregoing instrument for the purposes therein expressed.

Notary Public, State of Florida
My Commission Expires:



UDT SEAL MUSEUM

Present Structures
November 1, 1996



EXHIBIT "A"

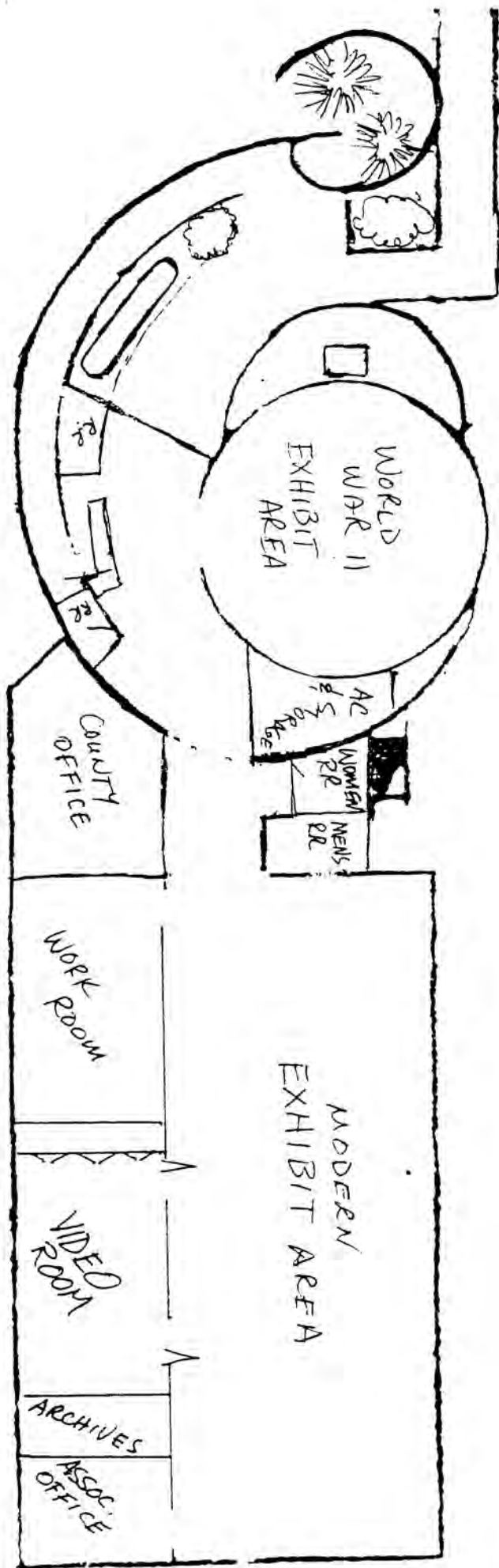


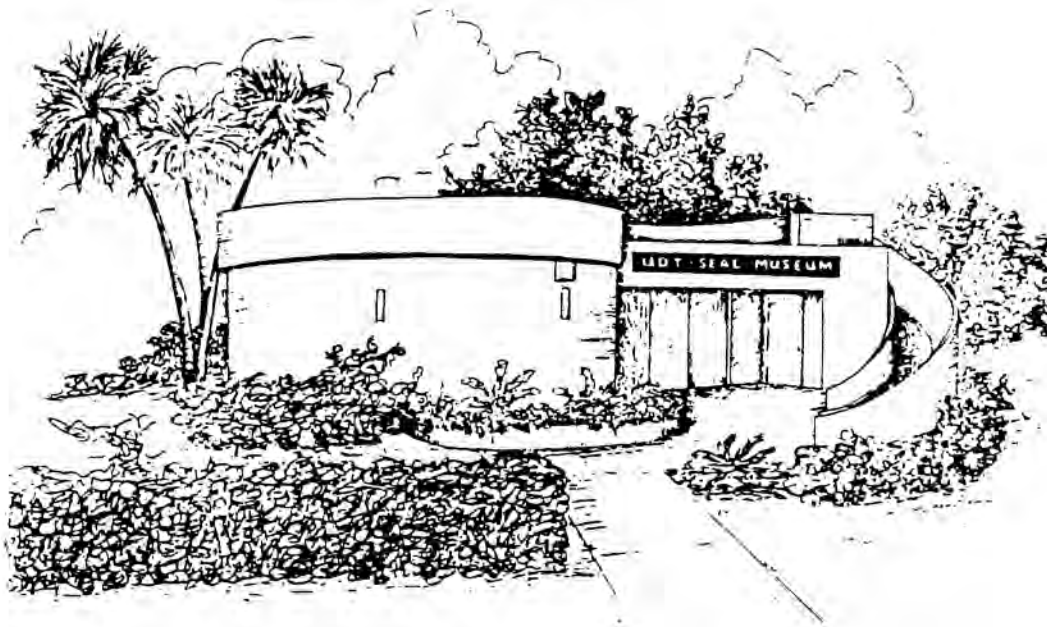
EXHIBIT "A"

QTY	ITEM/DESCRIPTION	COUNTY ID#	SERIAL #
1	CANON NP2120 COPIER	402640	604TT
1	COPIER STAND/SUPPLY CABINET		
1	GE VIDEOCASSETTE RECORDER (VHS)		338260155
1	AT&T TELEPHONE (NOT IN USE)		061192M
1	TYPEWRITER TABLE W/FOLDING SHELVES		
1	ADLER/ROYAL 1011P DESK CALCULATOR		
1	ROYAL CMS487PLUS CASH REGISTER		45330032

Handwritten signature

EXHIBIT "B"

BY-LAWS
of
**UNDERWATER DEMOLITION TEAMS — SEA, AIR,
LAND TEAMS MUSEUM ASSOCIATION, INC.**
Edition of 1990



Preserving the Past to Ensure the Future

PUBLISHED BY AUTHORITY OF THE BOARD OF DIRECTORS

EXHIBIT "C"