

Prepared by and Return to:
Ruth-Ann Creary, FCCM
Florida Communities Trust
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS 115
Tallahassee, FL 32399-3000

FLORIDA COMMUNITIES TRUST
FF3 AWARD #03-055-FF3
FCT CONTRACT #05-CT-9S-03-F3-J1-055
ROLLING HILLS PROPERTY
F/K/A JETTA POINT PROPERTY

AMENDED GRANT AWARD AGREEMENT

THIS AMENDED GRANT AWARD AGREEMENT is entered into this ____ day of _____, 2026, by and between the FLORIDA COMMUNITIES TRUST (“FCT”), a nonregulatory agency within the State of Florida Department of Environmental Protection, and SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida (“Recipient”).

WHEREAS, the Recipient acquired a parcel of property pursuant to a grant from the FCT, effective October 21, 2004; and

WHEREAS, on December 14, 2016, FCT issued its Order Granting Petition for Waiver to Recipient (OGC Case No. 16-1342), which granted a permanent waiver of Rule 62-818.016(1)(a), Florida Administrative Code (F.A.C.), to remove the contiguity requirement for a proposed land exchange property and a temporary waiver of Rule 62-818.016(2)(d) and (e), F.A.C., to temporarily delay production of the survey and title policy for the proposed land exchange; and

WHEREAS, on February 8, 2017, Recipient came before the FCT Governing Board (FCT Board) and moved the FCT Board for conditional approval of the County’s land exchange request made pursuant to Rule 62-818.016, F.A.C., wherein Recipient proposed to exchange its FCT-approved project known as Jetta Point Park (FCT Award #03-055-FF3) (Jetta Point) for an alternative proposed project site which is located several miles away, not contiguous to Jetta Point, and is a former golf course known as Rolling Hills comprised of several parcels (Rolling Hills Property), as described in Exhibit “A” attached to this First Amendment and made a part hereof; and

WHEREAS, the Recipient has met all conditions and requirements of the proposed land exchange pursuant to Rule 62-818.016, F.A.C.

NOW THEREFORE, the FCT and the Recipient hereby agree to place the following covenants and restrictions on the parcel(s) of property described in particularity in Exhibit "A" (the "Project Site").

I. GENERAL CONDITIONS

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

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

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Project Site herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS115
Tallahassee, FL 32399-3000

Recipient: Seminole County
1101 East 1st Street
Sanford, FL 32771
Attn: County Attorney's Office

7. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES

1. If any essential term or condition of this Agreement is violated by the Recipient or by some third party with the knowledge of the Recipient and the Recipient does not correct the violation within thirty (30) days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(f), Florida Statutes.

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

3. The interest, if any, acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund unless FCT negotiates an agreement with another local government or nonprofit organization that agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of the eminent domain, the Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair, or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair,

replacement, or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild, or replace the Project Site so as to prevent the occurrence of a default hereunder.

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

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE RECIPIENT

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

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 62-818.013, F.A.C.

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

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

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

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

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native

species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

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

9. The Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature, and advertising regarding the Project Site. The Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and Recipient.

IV. OBLIGATIONS INCURRED BY RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the Recipient, to any of the below listed activities or interests, the Recipient shall provide at least sixty (60) days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. Recipient agrees and acknowledges that the following transactions, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE Recipient AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE Recipient OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT-APPROVED MANAGEMENT PLAN

1. Two (2) or more resource-based outdoor recreational facilities, including a picnic pavilion and nature trails, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust and Seminole County.

3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

4. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

5. The natural community that occurs on the Project Site shall be appropriately managed to ensure the long-term viability of this community.

6. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the Project Site, including gopher tortoises. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

7. An ongoing monitoring and control program for invasive vegetation, including exotic (non-native) and nuisance native plant species, shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Florida Invasive Species Council's List of Invasive Plant Species located in Florida to assist in identifying invasive exotics on the Project Site.

8. A comprehensive landscaping plan will be developed for the Project Site. The landscaping plan will make significant use of native plants. Degraded wetland communities on the Project Site shall be restored in terms of biological composition and ecological function.

9. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historical Resources, in order to prevent the disturbance of significant sites.

10. An assessment of existing structures on the Project Site shall be conducted to determine which structures will be demolished or renovated. Structures over fifty (50) years old shall be assessed in conjunction with the Division of Historical Resources.

11. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

12. The location and design of the parking area and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.

13. Pedestrian and bicycle access shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed to provide an alternative to automobile transportation to the Project Site.

14. The proposed Project Site trails system shall be linked to Seminole Wekiva Trail via a local sidewalk connection where feasible. Proposed improvements will include a signed route to encourage the use of pedestrian transportation within the local neighborhood and access to the regional Seminole Wekiva Trail.

15. Site improvements shall be designed and located to minimize or eliminate the long-term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

16. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

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

- SIGNATURES ON FOLLOWING PAGE -

ATTEST:

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

GRANT MALOY

Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____

ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the

Board of County Commissioners at its

_____ 20_____, regular meeting.

Witnesses:

FLORIDA COMMUNITIES TRUST

Print Name: _____

By: _____
Chair or Designee

Department of Environmental Protection
3900 Commonwealth Boulevard, MS # _____
Tallahassee, Florida 32399- _____

Print Name: _____

Title: _____
Florida Communities Trust
Department of Environmental Protection
3900 Commonwealth Boulevard, MS #103
Tallahassee, Florida 32399

Date: _____

Print Name: _____

Department of Environmental Protection
3900 Commonwealth Boulevard, MS # _____
Tallahassee, Florida 32399- _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ for the Florida Communities Trust.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

(SEAL)

Signature of Notary Public, State of Florida

Print Name of Notary Public
Commission No. _____
Commission Expires: _____

Exhibit A

Rolling Hills Golf Course Legal Description

Tract No. 6, SANLANDO SPRINGS, as recorded in Plat Book 5, page 53; Tract No. 11, SANLANDO SPRINGS, as recorded in Plat Book 5, page 48; Tract No. 12, SANLANDO SPRINGS, as recorded in Plat Book 5, page 59; Tract No. 14, SANLANDO SPRINGS, as recorded in Plat Book 5, page 58; Tract No. 25, SANLANDO SPRINGS, as recorded in Plat Book 5, page 45; Tract No. 26, SANLANDO SPRINGS, as recorded in Plat Book 5, page 17; Tract No. 31, SANLANDO SPRINGS, as recorded in Plat Book 5, page 15; Tract No. 32, SANLANDO SPRINGS, as recorded in Plat Book 5, page 18, of the Public Records of Seminole county, Florida, said tracts being described respectively as the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter of Section 1, Township 21 South, Range 29 East, and the Northeast Quarter of the Southeast Quarter, and the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 29 East, of the United States General Land Office Surveys.

AND

From the Southwest corner of Lot 3, Block E, SANLANDO SPRINGS, Tract No. 31, according to the plat thereof as recorded in Plat Book 5, page 15, of the Public Records of Seminole County, Florida, run South along the Est right of way line of Raymond Avenue, 25.02 feet to the centerline of vacated Lenwood Avenue; thence run North 87° 45' 00", along said centerline 106.68 feet for a Point of Beginning, thence continue North 87° 45' 00" East, 31.90 feet; thence run North 02° 15' 00" West, 25.00 feet to the Southeast corner of said Lot 3; thence run North 23° 06' 00" West, along the East Line of lot 3, a distance of 33.78 feet; thence run South 02° 43' 00" East, 45.56 feet; thence run South 87° 45' 00" West 20.25 feet; thence run South 02° 15' 00" East, 11.00 feet to the Point of Beginning.

AND

Lots 12 and 13, Block C, Tract 14, SANLANDO SPRINGS, according to the plat thereof as recorded in Plat Book 5, page 58, of the public records of Seminole County, Florida.

AND

Lots 10, 11, 12 and 13, Block "A", Tract 25, SANLANDO SPRINGS, as recorded in Plat Book 5, page 45, Public Records of Seminole County, Florida.

Together with vacated rights-of-way belonging or in anywise appertaining to Rolling Hills G. C., Inc. a/k/a Rolling Hills Golf Club, Inc.

Less

Blocks A through G, inclusive of aforesaid Tract No. 6, SANLANDO SPRINGS; Blocks A through G, inclusive of aforesaid Tract No. 11, SANLANDO SPRINGS; Blocks A through H, inclusive of aforesaid Tract No. 12, SANLANDO SPRINGS; Blocks A through H, inclusive of aforesaid tract no. 14, SANLANDO SPRINGS; Blocks A through E, inclusive of aforesaid Tract No. 25, SANLANDO SPRINGS; Blocks A through H, inclusive of aforesaid Tract No. 26, SANLANDO

(Continued)

SPRINGS; Blocks A through E, inclusive of aforesaid Tract No. 31, SANLANDO SPRINGS; and Blocks A through E, inclusive of aforesaid Tract No. 32, SANLANDO SPRINGS.

ALSO LESS

All roads, streets, drives, avenues or other means of ingress and egress, however described, as provided and platted for access to the individual lots of the above described tracts.

AND

From the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 21 South, Range 29 East, Seminole County, run South 89°39'44" West along the South line of said Southwest 1/4, a distance of 50 feet for a Point of Beginning, thence continue South 89°39'44" West, a distance of 31.22 feet, thence run North 39°30'14" East, a distance of 127.31 feet to the East line of said Southwest 1/4, thence run South 0°11'46" East, a distance of 47.75 feet to a point 50 feet Northerly of said Southeast corner of the Southwest 1/4, thence run South 44°44' West, a distance of 70.80 feet to the Point of Beginning.

AND

Begin at the S.E. corner of the SW 1/4 of the NW 1/4 of section 1, Township 21 South, Range 29 East, run thence North along the East line of said SW 1/4 of the NW 1/4, 50.0 feet; thence run Southwesterly to a point on the South line of said SW 1/4 of the NW 1/4, 50.0 feet West of said SE corner of the SW 1/4 of the NW 1/4; run thence East along the South line of said SW 1/4 of the NW 1/4 50.0 feet to the Point of Beginning.

Parcel Identification Numbers: 01-21-29-5CK-140C-0120 and 01-21-29-5CK-2500-0000