

MEMORANDUM

TO: Governing Board

FROM: Richard Rocco, Land Acquisition Projects Coordinator

THRU: David Still, Executive Director *DS*
Charles H. Houder III, Deputy Executive Director *CHH*

DATE: June 19, 2009

RE: Approval and Execution of Resolution 2009-15 Authorizing Acquisition of the Ronald and Dorothy Feagle/Bonnet Lake Addition Conservation Easement, 445 Acres +/-, Columbia County and Requesting Funds from the Florida Forever Trust Fund

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2009-15 authorizing the Executive Director to exercise an Option to Purchase a conservation easement on the Ronald A. and Dorothy D. Feagle/ Bonnet Lake addition property and requesting approval from the Secretary of the Department of Environmental Protection for the use of funds from the Florida Forever Trust Fund.

BACKGROUND

In accordance with Florida Statutes a public hearing is scheduled for July 14, 2009, to take comments on the proposed acquisition of a conservation easement over approximately 445 acres in Columbia County for groundwater and surfacewater protection purposes.

/gal
Attachments

01-028

PUBLIC HEARING SUMMARY
RONALD A. AND DOROTHY D. FEAGLE
BONNET LAKE CONSERVATION EASEMENT
JULY 14, 2009

SELLER: Ronald A. and Dorothy D. Feagle

AREA: 445 acres +/-

LOCATION: Columbia County

WATER RESOURCES VALUES:

Recharge: 0% (0 acres)

Springs Protection: 28% (123 acres)

Surfacewater Protection: 58% (254 acres)

Floodway: 68% (303 acres)

10-Year Floodplain: 92% (409 acres)

100-Year Floodplain: 97% (429 acres)

River Frontage: 13,240 feet (2.54 miles)

PRICE: \$2,500.00 per acre for a total of approximately \$1,112,500.00. Total purchase price is less than the conservation easement value received from appraisers Robert Nolan (\$1,385,000 or \$3,186/acre) and William Carlton (\$1,600,000 or \$3,600/acre).

ACCESS: The District will be given an access easement to the property from State Road 18 for future inspection and access to the conservation easement.

CLOSING COSTS: Seller will pay for documentary stamps, and title insurance. District will pay recording, title search, environmental audit and survey costs.

INTEREST TO BE ACQUIRED: Perpetual Conservation Easement

PERPETUAL CONSERVATION EASEMENT TERMS:

- Subdivision. The easement transfers all future residential, commercial, industrial, subdivision and development rights.
- Wetlands. No harvesting of wetlands or floodplain forests will be permitted on the property. The District will receive complete timber rights in the wetland and floodplain forests over 423 acres.
- Construction of buildings. The only permitted structures on the property will be one 10-acre home site/hunting headquarters with barns and outbuildings.
- Baseline Inventory. A baseline natural resources inventory of existing conditions on the property will be performed during the environmental audit.
- Minerals Removal. No mining or extraction of oil, gas, phosphate, sand, loam, peat, gravel or other minerals.

- Hunting. Landowner will retain full hunting rights over the entire property. Landowner will have the right to post the land and to exclude public use, trespass or hunting.
- Compliance. The District will be afforded access to the property for purposes of monitoring the terms of the conservation easement.

TITLE ISSUES: The District will control an undivided one-half interest in and to all of the oil, gas and other minerals over the entire acreage at closing.

The following oil, gas and other mineral interests on 418 acres will be fully released or reduced to royalty interests prior to closing:

LADD Petroleum	25.00%
TEX/CON Oil & Gas	10.31%

The following minor royalty interests on 418 acres will be accepted as permitted title exceptions:

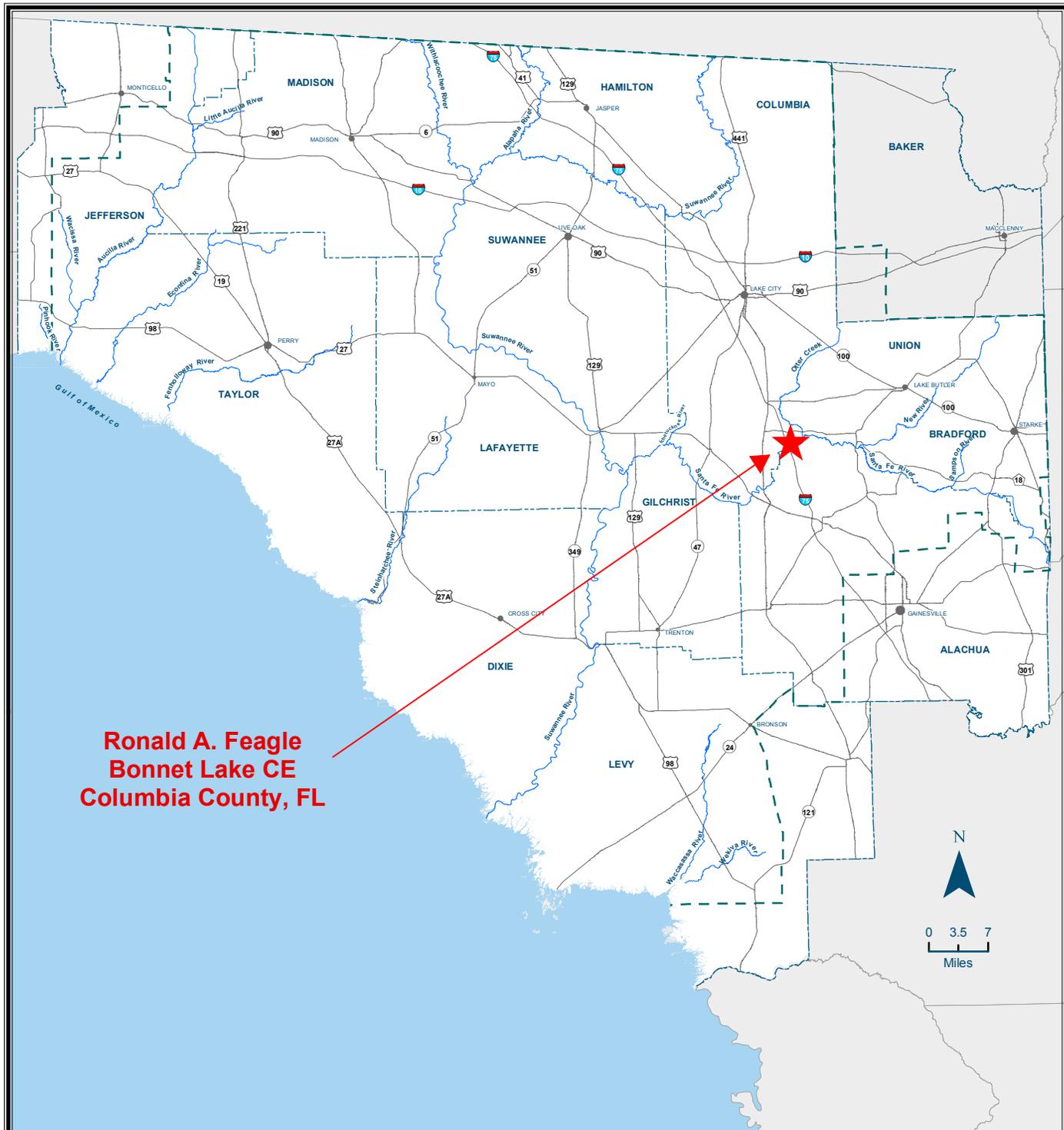
Carolyn J. Houser	2.29%
Breck and Arlener Combs	0.57%
Patricia Summers	2.29%
Rosemary Ralls	0.57%
Jack Pace	1.15%
J. Keith Miller	4.15%
Ryan Oil	3.67%

MANAGEMENT AND NATURAL COMMUNITY GOALS: Under the conservation easement protection of the floodplain, riverine buffer and natural forest regeneration will be the primary management objective. A bottomland cypress hardwood swamp dominates the floodplain and covers 186 acres. A floodplain scrub/hardwood conifer mixed forest joins the swamp forest on slightly elevated relief over 237 acres. These forests are perpetually protected from harvest and will continue to regenerate naturally.

HYDROLOGIC RESOURCES: A 13-acre borrow area has naturally revegetated to a shallow marsh with wetland vegetation and is used by wading birds, waterfowl and wildlife. A prominent local feature known as Bonnet Lake is actually a freshwater slough of the main river channel. No hydrologic restoration of either area is anticipated.

PUBLIC USE: Under the terms of the conservation easement the landowner has the right to exclude the public and control trespass and to continue recreation and hunting of the property. No public use will be allowed. Bonnett Lake is a sovereign water body and will be accessible to the public from the river.

MANAGEMENT COSTS: Annual costs for the conservation easement will average less than \$.50 per acre for annual review and inspection.



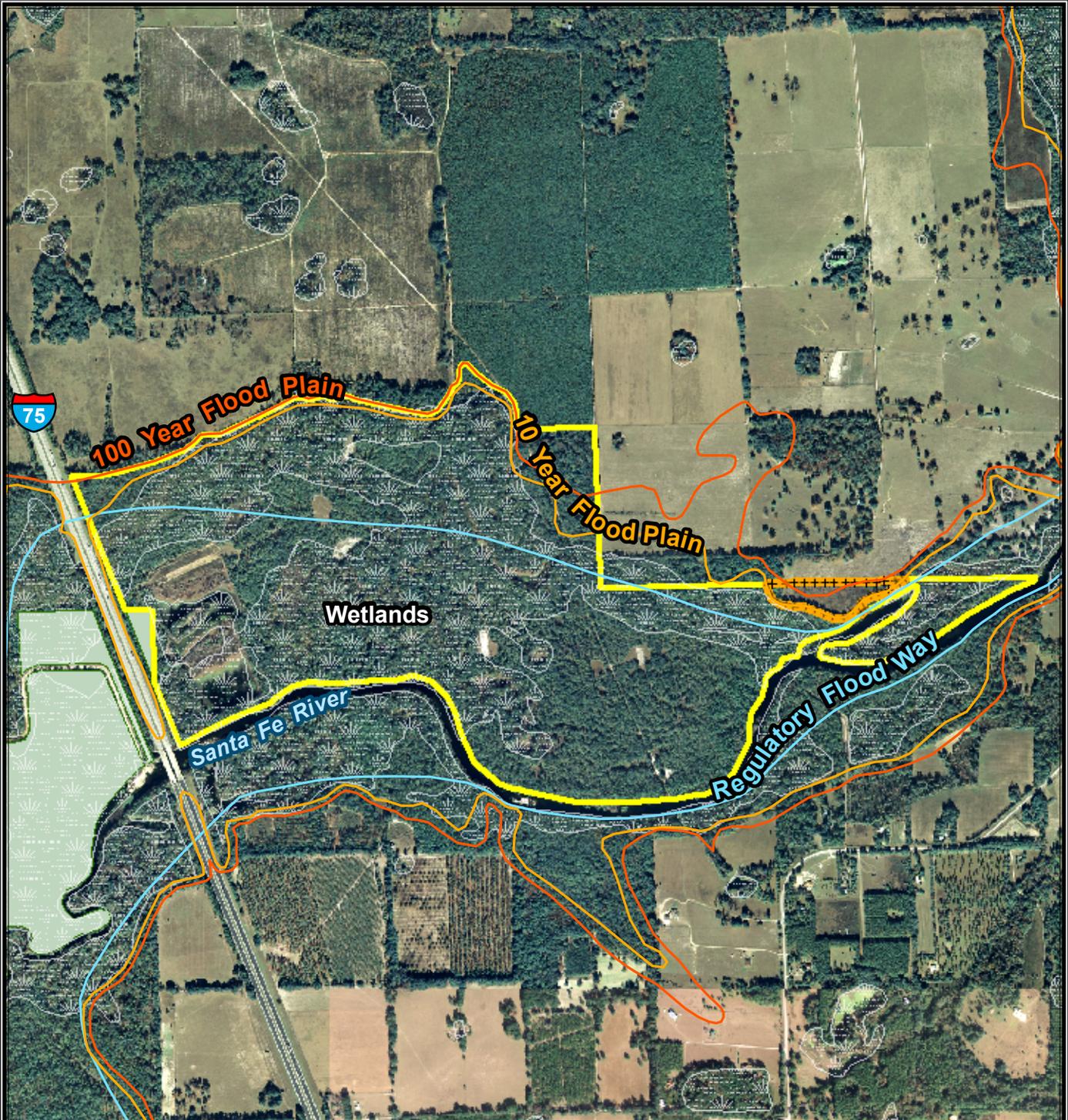
**Ronald A. Feagle
Bonnet Lake CE
Columbia County, FL**

 SRWMD Boundary
 Project Location



NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards. For more information regarding the data on this map please call SRWMD at 1-386-362-1001 (extension 3140)

06/19/09



-  Special Use Area (SUA)
-  Conservation Easement Bnd.
-  Oleno State Park

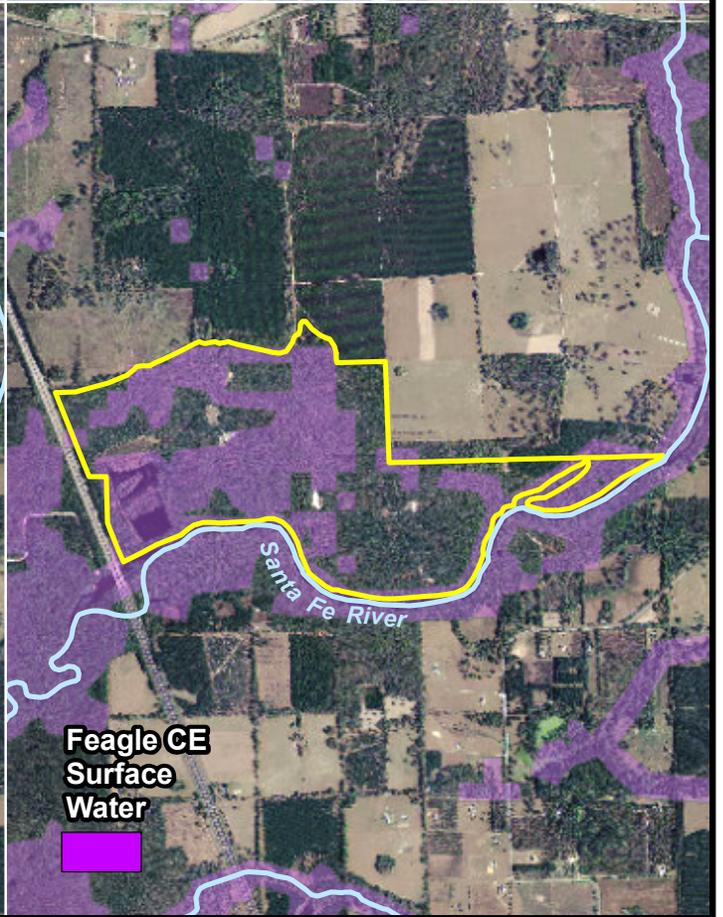
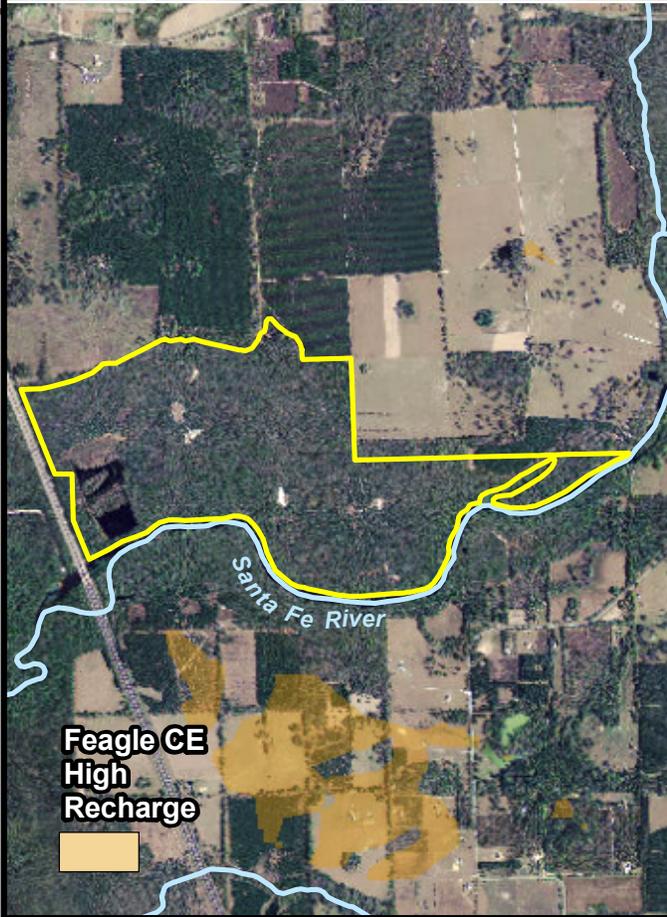
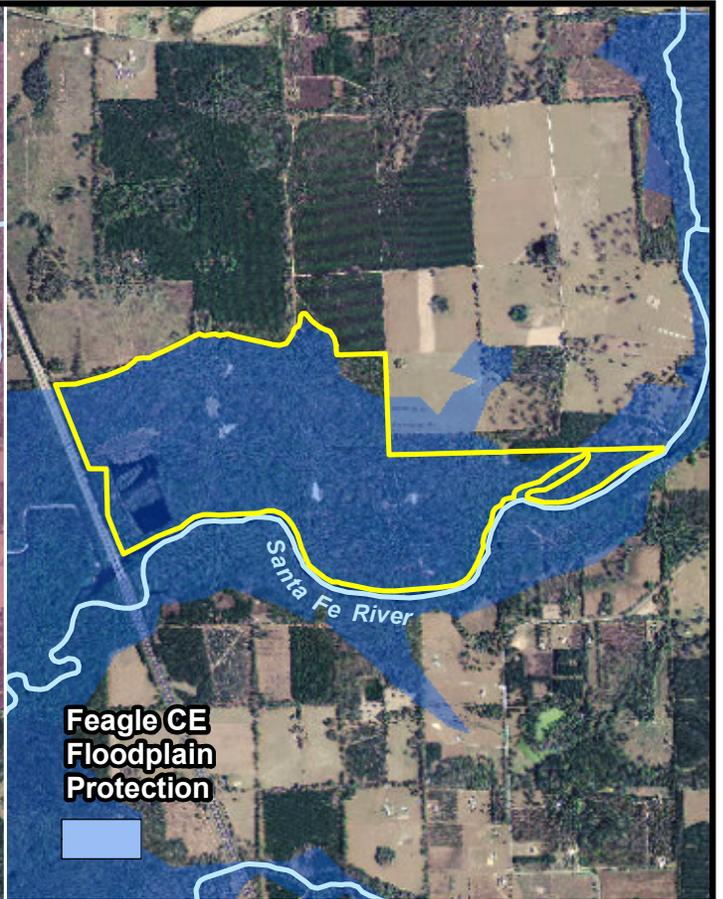
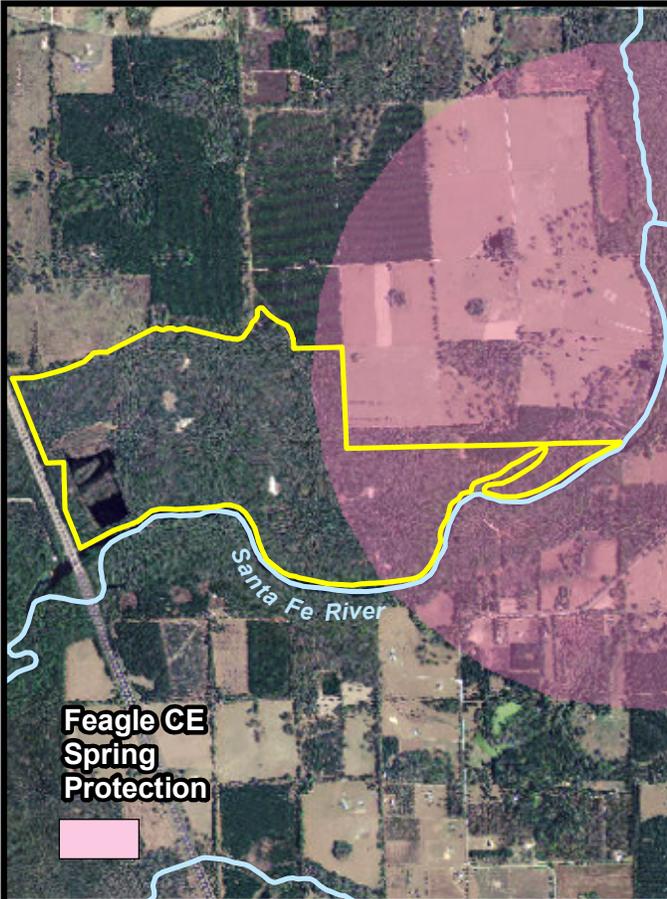


Ronald A. Feagle
Bonnet Lake CE
Columbia County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. 1FT NC 2006 Alachua/Columbia County Imagery.

PM: RR
GIS: GH
PD: 06/18/09



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2009-15

**RESOLUTION APPROVING THE ACQUISITION OF A
CONSERVATION EASEMENT ON LAND OWNED BY RONALD A.
AND DOROTHY D. FEAGLE, AUTHORIZATION FOR THE
EXECUTIVE DIRECTOR TO EXERCISE AN OPTION TO
PURCHASE, AND REQUEST FOR FUNDS FROM THE FLORIDA
FOREVER TRUST FUND FOR ACQUISITION OF SAID
EASEMENT**

WHEREAS, the Suwannee River Water Management District has been offered a conservation easement on lands owned by Ronald A. and Dorothy D. Feagle consisting of approximately 445 acres in Columbia County, Florida, a legal description and map of said lands being attached hereto; and

WHEREAS, the purchase price for said easement shall be \$2,500.00 per acre for a total of \$1,112,500; and

WHEREAS, Suwannee River Water Management District will request \$1,112,500 from the Florida Forever Trust Fund for this acquisition; and

WHEREAS, the acquisition is consistent with the Florida Forever Five-year Work Plan filed with the Legislature and the Florida Department of Environmental Protection and is consistent with Section 373.199, Florida Statutes (F. S.); and

WHEREAS, said easement is being acquired for water quality protection of the Santa Fe River.

WHEREAS, the funds hereinafter requested will be used only for the acquisition costs of said easement, and the a costs of said easement shall include fees for survey, appraisal, and legal activities necessary for the proper transfer of easement on said real property; and

WHEREAS, said lands meet one or more goals of the Florida Forever Act as described in FS 259.105 and contribute specifically to the achievement of Florida Forever goals: (4)(a)2, (4)(c)4-6 and (4)(c)8; and

WHEREAS, said lands shall be maintained in an environmentally acceptable manner compatible with the resource values for which acquired; and

WHEREAS, the project contains surfacewater resources that will be perpetually protected and will add to protected resources of adjoining lands at Oleno State Park; and

WHEREAS, should this District subsequently dispose of said easement, all revenues derived therefrom will be used to acquire or manage other lands for water management, water supply, and the conservation and protection of water resources; and

WHEREAS, said easement has been appraised by two independent real estate appraisers and was approved for acquisition after duly noticed public hearing thereon; and

WHEREAS, the purchase price of the easement to be acquired is less than the appraised value, based on the certified appraisals that were used to determine the value of the lands to be purchased; and

WHEREAS, the easement being acquired has been reviewed for the presence of sovereign submerged lands and the District will take reasonable measures to avoid paying for sovereign lands; and

WHEREAS, said lands are not being acquired as right-of-way for canals or pipelines; and

WHEREAS, an environmental audit shall be performed prior to closing, and before the purchase of any easement land found to be contaminated a remediation plan will be submitted to the Department; and

WHEREAS, the funds hereinafter requested will be used only for the purchase of said lands and an additional \$35,000 for acquisition costs which includes fees for survey, appraisal, and legal activities necessary for the proper transfer of title to said real property interest; and

WHEREAS, funds are available for payment of the acquisition costs and associated expenses and fees for said parcel through funds deposited in the Florida Forever Trust Fund to the credit of the Suwannee River Water Management District.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

(1) Acquisition of the described conservation easement on lands owned by Ronald A. and Dorothy D. Feagle, their successors or assigns, is approved and the Executive Director is authorized to exercise an option on behalf of the District.

(2) The above statements are hereby certified and declared to be true and correct, and the acquisition of said easement is hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, Florida Statutes (F. S.).

(3) District hereby requests the Secretary of the Department of Environmental Protection to approve the release of funds from the Florida Forever Trust Fund in the sum of approximately \$1,112,500 for land and \$35,000 for associated closing costs pending documentation of District's actual direct acquisition costs at a time then requested and documented by District to Department.

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2009 A.D.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, JR., CHAIRMAN
DAVID FLAGG, VICE CHAIRMAN
GEORGIA C. JONES, SECRETARY/TREASURER
DR. C. LINDEN DAVIDSON
HEATH DAVIS
OLIVER J. LAKE
JOHN PAUL MAULTSBY
LOUIS C. SHIVER**

ATTEST:

LEGAL DESCRIPTION
RONALD A AND DOROTHY D FEAGLE
BONNET LAKE CONSERVATION EASEMENT
COLUMBIA COUNTY

PARCEL 1:

TOWNSHIP 6 SOUTH, RANGE 17 EAST

SECTION 25: That part of the SE $\frac{1}{4}$ of Section 25, lying East of Interstate Highway No. I-75, Columbia County, Florida.

PARCEL 2:

TOWNSHIP 6 SOUTH, RANGE 18 EAST

SECTION 30: SW $\frac{1}{4}$ of SE $\frac{1}{4}$;
SW $\frac{1}{4}$ of SW $\frac{1}{4}$; and
SE $\frac{1}{4}$ of SW $\frac{1}{4}$;

PARCEL 3:

TOWNSHIP 6 SOUTH, RANGE 18 EAST

SECTION 31: All of the N $\frac{1}{2}$ of Section 31, lying North of Santa Fe River;
EXCEPT road right-of-way for interstate road number 75.

PARCEL 4:

TOWNSHIP 6 SOUTH, RANGE 18 EAST

SECTION 32: Government Lots 1 and 2 of Section 32

Prepared by/Return to:
William J. Haley, Esquire
Brannon, Brown,
Haley & Bullock, P. A.
Post Office Box 1029
Lake City, FL 32056-1029

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made and entered into this _____ day of _____, 2009, by and between **RONALD A. FEAGLE AND DOROTHY D. FEAGLE**, husband and wife, having a mailing address of 834 SE Aldine Feagle Drive, Lake City, Florida 32025 (hereafter referred to as Grantor) and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as Grantee).

DEFINITIONS ONLY:

- A. **Conservation Easement** shall mean this document and the easement granted hereunder.
- B. **Conservation Property** shall mean the entire property included in this Conservation Easement, which is described in Exhibit "A".
- C. **Special Use Area** shall mean the designated area within the Conservation Property, which the Grantor retains specific rights to the use thereof, which is described in Exhibit "B".
- D. **Protected Areas** shall mean those areas that will be preserved in its present state and may include wetlands. The Protected Areas are set forth in Exhibit "C".
- E. **BMP** shall mean Best Management Practices.
- F. **OWNER** shall mean any owner of the Conservation Property, including the Grantor.

WITNESSETH:

WHEREAS, Grantor is the owner of the Conservation Property located in Columbia County, Florida; and,

WHEREAS, the parties recognize the natural scenic and special characteristics of the Conservation Property and with both parties having a common purpose of conserving the natural values and character of the Conservation Property, Grantor agrees to convey to Grantee a perpetual Conservation Easement on, over and across the Conservation Property, which Conservation Easement conserves the value, character, and ecological integrity of the Conservation Property, and prohibits future development activity on the Conservation Property for this generation and for future generations, pursuant to Section 704.06 Florida Statutes (2008) as amended, except as modified herein; and,

WHEREAS, Grantor desires to assist Grantee in the protection of the natural character and ecological integrity of the Conservation Property; and,

WHEREAS, certain lands within the Conservation Property are designated as a Special Use Area, which Special Use Area will still be controlled by this Conservation Easement.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged by the Grantor, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever a Conservation Easement in perpetuity over the Conservation Property pursuant to said Statute except as modified herein and further agree as follows:

1. **PROHIBITED/RESTRICTED USES.** Grantor shall have the exclusive use of the Conservation Property, except as herein limited, and agree that as to the Conservation Property, Grantor shall not:
 - A. **Subdivide.** Divide, subdivide or defacto divide the Conservation Property, including, but not limited to sale, lease, deed, contract, agreement, easements, mortgage nor transfer, except as may be specifically authorized hereunder.
 - B. **Construction.** Construct or place buildings, signs, billboards or other advertising, utilities or other structures on or under the Conservation Property except for road signs and regulating signs that prohibit hunting or trespassing, except as otherwise permitted hereunder.
 - C. **Road, Ditches, and Improvements.** Construct roads, bridges, drainage structures or other structures on the Conservation Property. Anything herein to the contrary notwithstanding, Grantor retains the right to replace, repair and maintain roads, bridges, culverts, fences, road signs and drainage structures or other structures that exist on the Conservation Property as of the date hereof so long as the character of the improvements is not

substantially changed. Grantor may construct temporary roads for access for permitted uses.

- D. Contamination.** Dump or place any soil, trash, solid or liquid waste (including sludge), or unsightly, offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local governmental law, ordinance, regulation or restriction defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as “Contaminants”) on the Conservation Property.
- E. Exotic Plants.** Plant or grow plants as listed by the Florida Exotic Pest Plant Council (Florida EPPC) as category I (invading and disrupting native plant communities of Florida) or category II (shown to have a potential to disrupt native plant communities) invasive species in the last list published by the Florida EPPC prior to such planting. If the Florida EPPC ceases to function or publish and maintain such a list, the parties shall agree on a similar list by which this prohibition shall be measured. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event either party desires to spend any funds to accomplish such management and control, the other shall only be liable when that party consents to the expenditure prior to the expenditure. Either party shall have the right to eradicate and control such nuisances without the consent of the other party after notice.
- F. Endangered Species.** Commit an intentional act which will adversely impact known endemic threatened or endangered species on a list promulgated by any Federal, Florida or local governmental agency. Parties shall mutually adopt a plan as to what species are threatened or endangered in the event a list is not promulgated by governmental agencies and if the parties are unable to agree on the list, then the matter shall be submitted to arbitration in accordance with this Conservation Easement.
- G. Archaeological Site.** Intentionally destroy or damage any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any Federal, Florida or local governmental agency, unless authorized or

approved by the appropriate governmental officials having jurisdiction.

- H. Minerals Removal.** Explore for, or extract for commercial or any other purposes, oil, gas or other minerals, nor shall Grantor mine, excavate, dredge, or remove sand, loam, peat, gravel, rock, soil, shell, clay or other material (“Materials”) except that the mining and removal of sand and lime rock, and inventory stock piles of materials presently located on the Conservation Property, not located in the Protected Areas, to maintain roads on the Conservation Property or contiguously owned properties, shall be permitted. There shall be no directional drilling from off the Conservation Property, for the exploration or extraction of minerals under and by virtue of the authority of a grant or reservation or other form of ownership or interest in or control over or right to such material.
- I. Retention Areas.** Permit acts or uses detrimental to natural and manmade land or water retention areas as exist on Conservation Property.
- J. Drainage.** Permit activities detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities, for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation or which alter existing drainage patterns, flood plains or wetlands, or which results in erosion, removal of trees, except as herein permitted, or other forms of water pollution. Grantor shall neither increase, reduce, nor impede the natural movement of water across any site through any management practices including but not limited to bedding, ditching, dams, or road construction.
- K. Pesticides/Herbicides/Fertilizers.** Pesticides, herbicides, or fertilizers must be applied according to BMP, if applicable or in their absence, in accordance with current label instructions and in a manner that will protect surface water, ground water, and the Protected Areas.
- L. Fish, Wildlife or Other Habitats.** Permit activities or use of the Conservation Property, or Special Use Area which damages fish, wildlife or other habitats.
- M. Cutting Timber.** Cut or remove existing timber in the Protected

Area and there shall be no conversion of the lands in the Protected Area. Grantor shall have complete timber rights in the Forest Operations Areas.

N. Removing Damaged Timber. In the event the timber on the Conservation Property is damaged by natural disaster, fire, infestation, or the like, Grantor, at their expense, shall cut and remove such damaged timber to protect the remaining timber. The Grantor shall then restore and reforest the area from which such timber was removed and all costs for cutting, removal, restoration and reforestation shall be at the expense of Grantor. Should the Grantor not cut and remove the damaged timber, the Grantee may, after notice, at its sole discretion, enter upon the Conservation Property to cut and remove such damaged timber. After the Grantee removes the timber, the Grantee shall restore and reforest the area from which such timber is removed. When the Grantee cuts and removes the timber, all costs for cutting, removal, restoration, and reforestation shall be at the expense of the Grantee, and the Grantee shall be entitled to the proceeds for the sale of the timber so cut and removed, if any. In the event the reforestation costs exceed the net proceeds from the cutting and removal of the Timber by Grantee, Grantor shall, within 90 days, reimburse Grantee for the amount that the costs of the restoration and reforestation exceeds the said net proceeds. All cutting and removal in accordance with this paragraph shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agricultural and Consumer Services, Division of Forestry, 2003 Edition or such later edition as may then be in effect.

O. Permits. No required permitted activity shall be conducted without prior consent of the Grantee and all required permits from the Federal, Florida, and local governmental agencies as usually required. Nothing in this Conservation Easement shall exempt the Grantor from following accepted permitting practices for environmental activities. Grantor shall comply with all Federal, Florida and local governmental agencies, regulations, and restrictions, including but not limited to environmental resource permits, and drainage permits.

2. RIGHTS RESERVED TO GRANTOR. Grantor reserves in perpetuity, for its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below): Except as to land management matters, rights not specifically reserved herein are not permitted.

A. Sale or Transfer of Interest. Grantor shall have the right to sell the Conservation Property, provided that the Conservation Property may never be divided. Grantee shall have the right to lease ("Lease") to third parties the right to hunt on the Conservation Property for lease terms not to exceed ten (10) years. Any such interest conveyed or leased to third parties shall be subordinate, and, in addition to the other terms hereof, subject to the following terms:

- (1) Transfers or re-transfers of the Conservation Property are not limited in number, but may never be made to more than one individual, corporation, charitable organization, or other legal entity. For the purposes of this subparagraph (1) only, a husband and his wife shall be considered as one individual.
- (2) Grantor and all subsequent owners or Lessees of the Conservation Property shall furnish Grantee their name, current street address and telephone number within thirty (30) days of the transfer or Lease.
- (3) In the event, by operation of law or by court order, the Conservation Property is transferred or Leased to more than one individual, corporation, charitable organization, or other legal entity, the holders of these interests or Leases must select one person to receive all notices from Grantee concerning the Conservation Property and that individual must be the party authorized to act on behalf of the other owners or Lessees and to accept service of process in any legal action or administrative proceeding filed by the Grantee. Should the then owners or Lessees fail or refuse to name the one individual to comply with the terms hereof, then the Grantee may, by petitioning the Circuit Court in Columbia County, Florida, request the Court to appoint an individual to be the one person who, on behalf of the other owners or Lessees, accepts notice, acts for the other persons and accepts service of process.
- (4) The terms hereof shall be binding on all subsequent owners or Lessees of the Conservation Property and by accepting any Lease, transfer or conveyance from the Grantor, any subsequent Lessee, owner or transferee must agree to abide by the terms of this Conservation Easement, and without limitation, the terms of this paragraph.
- (5) Other than the transfer or Lease of the Conservation

Property set forth in this Paragraph 2.A, Grantor's rights herein may not be transferred, assigned, leased, encumbered or in any way alienated without the prior written consent of Grantee. Grantor may mortgage its interest in the Conservation Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner, including the lending institution and its assignees, if any, shall be bound by the terms of this Conservation Easement.

- B. Hunting.** To observe, maintain, photograph, hunt (with or without dogs), remove, and harvest wildlife of the Conservation Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions. The rights under this Paragraph, reserved by the Grantor, shall include the right to build and maintain Deer Stands, also known as Shooting Houses, on the Conservation Property, but not in the Protected Area, which Deer Stands shall be primitive in nature and each may not exceed 100 square feet. Each Deer Stand may not be nearer than a quarter ($\frac{1}{4}$) of a mile to any other Deer Stand. The right to hunt on the Conservation Property shall only be for Grantor or Owner, and their family members related by blood or marriage. Guests will be permitted to hunt on the Conservation Property provided they are accompanied by the Owner or a member of the Owner's family.
- C. Construction of Dwelling and Outbuildings.** Grantor shall have the right to construct and maintain one (1) single family dwelling or hunting lodge ("Dwelling"), and _____ appurtenant outbuildings ("Outbuildings") for storage and barn. The Dwelling may be heated and air conditioned and may be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Federal, Florida, and other local government requirements. The combined total square footage of the Dwelling and Outbuildings on the dwelling site ("Dwelling Site") may not exceed 5,000 square feet. The Dwelling Site shall consist of a total of one twenty (20) acre site located by the Grantor, the location being subject to the Grantees written consent. The Dwelling Site may only be located in the Special Use Area.
- D. Access.** The right to control access to the Conservation Property and to exclude public use, trespassing and hunting with the right to post the Conservation Property. Grantor may control access onto and throughout the Conservation Property with fences and gates,

but must furnish Grantee access to inspect the Conservation Property and to perform other activities granted to Grantee.

- E. Wildlife Food Plot.** A maximum of 40 acres of non-wetland area of the Forest Operations Area may be used for food plots for wildlife plantings. No food plot shall exceed five (5) acres in size.
 - F. Horse Pasture.** The Special Use Area may be used for pasture land, and grazing for 4 horses. The horses may only be used by the Owners and their family and guests for recreational purposes and the horses may not be raised for commercial purposes. Other than in the Special Use Area and other than the 4 horses, as set forth in Paragraph 2.F., the Grantor may not have any other livestock or poultry raised or kept on the Conservation Property.
 - G. Borrow Pit Areas.** The Grantor shall retain the right in the two (2) Borrow Pit Areas shown on Exhibit _____ to maintain as a shallow marsh area or water fowl habitat.
 - H. Boat Ramp.** Grantor may continue to maintain and use the Boat Ramp and Landing.
- 3. DEVELOPMENT OR TRANSFER.** This Conservation Easement transfers to Grantee all future residential, commercial, industrial, and incidental developmental rights of Grantor on the Conservation Property; provided that Grantee shall not conduct any activity on the Conservation Property prohibited to Grantor by the terms of this Conservation Easement, except for those activities specifically authorized to Grantee.
- 4. INSPECTION.** Grantee and its agents, employees and officers (along with accompanied invitees and guests) not less frequently than annually shall have the right to enter and inspect the Conservation Property in a reasonable manner and at reasonable times with proper notification to Grantor to insure and enforce compliance with covenants herein and in furtherance of the affirmative rights of Grantee. Anything herein to the contrary notwithstanding Grantee and its agents, employees and officers shall have the right, at anytime, to enter and inspect the Conservation Property in the event of a suspected violation by the Grantor of the terms and conditions of this Conservation Easement.
- 5. ASSIGNMENT.** Except as specifically authorized in this Conservation Easement, Grantor's rights in the Conservation Property reserved hereunder may not be transferred, or assigned, encumbered, nor, in any way, may Grantor alienate the Conservation Property without Grantee's prior written consent after proper notification to Grantor to insure and enforce compliance with the covenants herein and in furtherance of the

affirmative rights of Grantee.

6. **CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning in the Special Use Area, as set forth in the Management Plan, so long as the Grantor uses a properly certified burner and comply with all Federal, Florida and local government agencies, statutes, laws, ordinances, rules, regulations, and restrictions.
7. **LAND USE.** The present land use of the Conservation Property is designated Agriculture by the local County Zoning and Land Use Plan ("Land Use"). Grantor agrees that during the term of this Conservation Easement, that Grantor and its assignees shall not change the Land Use without Grantee's prior written approval except as otherwise provided herein.
8. **GRANTOR WARRANTY.** Grantor hereby warrants to Grantee that Grantor is fully vested with marketable fee simple title to the Conservation Property and will warrant and defend Grantee's interest in the same created by this Conservation Easement against the lawful claims of all persons.
9. **MODIFICATION.** This Conservation Easement may be modified by a mutual written and signed modification agreement by and between the Grantor and the Grantee, and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (2007) as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Conservation Property is located.
10. **VIOLATION AND ENFORCEMENT.** In the event of violation of the terms and conditions hereof, the Grantor or the Grantee shall give written notice to the other party to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the non-violation party by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Suwannee County, Florida, unless agreed otherwise by the parties. The Grantee may bring an action at law for damage if the violation is such that it cannot be cured. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including costs and fees on appeal.
11. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and

either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Mr. & Mrs. Ronald A. Feagle
834 SE Aldinde Feagle Drive
Lake City, Florida 32025

With a copy to: Marlin M. Feagle, Esquire
Feagle & Feagle Attorneys, P.A.
153 NE Madison Street
Lake City, Florida 32055

To the Grantee: Suwannee River Water
Management District
Director of Department of Land
Acquisition and Management
9225 CR 49
Live Oak, Florida 32060
Telephone: (904) 362-1001
Facsimile: (904) 362-1056

With a copy to: Brannon, Brown, Haley & Bullock, P.A.
Post Office Box 1029
Lake City, Florida 32056-1029

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three (3) days from the date of mailing, if delivered by registered or certified mail.

12. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically and hydrologically significant character of the Conservation Property and have the common purpose and intent of the conservation and preservation of the Conservation Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Conservation Easement upon Grantor to carry out the intent and purpose of this Conservation Easement in regard to Grantor's ownership and occupancy of the Conservation Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.
13. **MEDIATION.** From time to time the terms and conditions of this Conservation Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and

contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Conservation Easement, then in that event, Grantor and Grantee shall submit such issue to mediation. Mediation shall be held by a Florida Supreme Court Certified Circuit Civil Mediator, at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than thirty (30) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator mutually acceptable to the parties having expertise in the subject matter in dispute. This mediation provision is intended to apply only to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Conservation Easement. All parties to the Mediation must mediate in good faith. In no event shall this mediation provision supplant or impede election of the remedies set forth in Paragraph II hereof.

14. **AD VALOREM AND OTHER TAXES.** Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Conservation Property.
15. **WAIVERS.** No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
16. **LIMITED USE OF THE CONSERVATION PROPERTY.** The Conservation Easement granted hereby and the covenants herein are subject to the express understanding that the Conservation Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor and Grantee with respect to the Conservation Property are only those specifically stated herein.
17. **TRANSFER OF RIGHTS BY GRANTEE.** Grantee shall be permitted to transfer its interest herein to any other governmental body or governmental agencies, whose purposes include conservation of land or water areas, or the preservation of sites or properties assign its rights under this Conservation Easement, however, any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Conservation Property.

- 18. HAZARDOUS WASTES.** Should Grantor at any time during this Conservation Easement, deposit, place or release on the Conservation Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Conservation Property, due to the release or alleged release of a hazardous waste on or under the Conservation Property, or gaseous emissions from the Conservation Property and other conditions on this Conservation Easement Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Conservation Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.
- 19. ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Conservation Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
- 20. SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Conservation Easement and this Conservation Easement shall continue as a servitude running in perpetuity with the Conservation Property.
- 21. FIRST RIGHT OF REFUSAL.** In the event Grantor/Optionor desires to sell or transfer all or any portion of the Conservation Property or property that is adjacent to the Conservation Property (the "Adjacent Property"), to a third party, not a Lineal Descendent, spouse of Grantor, or spouse of such Lineal Descendants, Grantor/Optionor does hereby give to Grantee/Optionee the option ("Option") to acquire the applicable portion of the Conservation Property or the Adjacent Property of Grantor/Optionor. The Notice of the Option ("Notice") or offer to sell shall be in writing from

Grantor/Optionor to Grantee/Optionee and Grantee/Optionee shall have ninety (90) days thereafter from receipt of the written Notice to submit an offer of price and terms in writing to the Grantor/Optionor. Grantor/Optionor may either sell the property so offered to Grantee/Optionee at the price and for the terms specified, or place the property on the market for sale to a third party. Upon receiving a bonafide offer from a third party, the Grantor/Optionor shall notify the Grantee/Optionee, in writing, within five days of receipt of the bonafide offer, setting forth the terms and conditions of the bonifide offer. In the event that the bonafide offer does not exceed 120% of the price offered by Grantee/Optionee pursuant to the Notice, then Grantee/Optionee shall have the option to (A) purchase the property at the lesser of the price offered pursuant to the Notice or the bonafide offer, or (B) reject the offer. In the event the bonafide offer exceeds 120% over the Notice price offered by Grantee/Optionee and it is rejected by Grantee/Optionee, then Grantor/Optionor may sell the property to the bonafide third party.

For example, should the price offered by Grantee/Optionee be \$1,500.00 per acre and the Grantor/Optionor receives a bonafide offer by a third party for \$1,700.00, Grantee/Optionee would be granted the option to purchase the Conservation Property and the offered Adjacent Property for \$1,500.00 per acre since the price offered by Grantee/Optionee is less than \$1,800.00 (\$1,500 times 1.20 = \$1,800.00). On the other hand, should the Grantor/Optionor have a bonafide offer from a third party for \$1,900.00 per acre or greater, then Grantor/Optionor may sell to the third party for \$1,900.00 per acre.

Should Grantor/Optionor accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee/Optionee decline the offer, then Grantor/Optionor shall have fifteen (15) months within which to transfer the applicable portion of the Conservation Property or Adjacent Property to a third party under the agreed terms and conditions failing which Grantor/Optionor shall again be required to offer the applicable portion of the Conservation Property and Adjacent Property prior to such subsequent transfer to a third party, as set forth above. This right of first refusal will be binding upon and inure to the benefit of Grantor's/Optionor's successors, heirs, personal representatives and assigns, and will be a covenant that runs with the Conservation Property.

In the event Grantee/Optionee acquires the Conservation Easement Property under this Paragraph, Grantee/Optionee may modify or terminate this Conservation Easement.

22. **EMINENT DOMAIN.** If all or any part of the Conservation Property is taken under the power of eminent domain by public authority, or otherwise acquired by such authority through a purchase in lieu of taking, Grantor and Grantee shall join in appropriate proceedings at the time of such

taking to recover the full value of the interest in the Conservation Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds or a separate award thereof, as applicable. The net proceeds from the Conservation Property acquired under such taking or threat thereof, shall be distributed among Grantor and Grantee in shares and in proportion to the fair market value of their interest in the Conservation Property on the date of execution of this Conservation Easement.

23. MISCELLANEOUS.

- A. This Conservation Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever.
- B. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- C. Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- D. Grantor hereby waives any defense of estoppel based on failure of Grantee to enforce the terms of this Conservation Easement, adverse possession or prescription.
- E. The granting of this Conservation Easement does not convey to the public the right to enter the Conservation Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this provision.
- F. Grantor retains all responsibilities and shall bear all costs and

liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Conservation Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Conservation Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

- G. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement.
- H. If circumstances arise in the future such as render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, or as otherwise specifically permitted herein. The parties believe that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.
- I. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement and the policy and purpose of Section 704.06, Florida Statutes (2004). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- J. Any provisions of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision or persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected hereby.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date and year first hereinabove written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Print Name:_____

Ronald A. Feagle

Print Name:_____

Dorothy D. Feagle

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Ronald A. Feagle and Dorothy D. Feagle, _____ who are personally known to me or _____ whom produced _____, as identification.

Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

EXHIBIT "A"

TOWNSHIP 6 SOUTH, RANGE 17 EAST

SECTION 25: That part of SE $\frac{1}{4}$, lying East of Interstate Highway No. I-75.

TOWNSHIP 6 SOUTH, RANGE 18 EAST

SECTION 30: S $\frac{1}{2}$ of SW $\frac{1}{4}$; and
SW $\frac{1}{4}$ of SE $\frac{1}{4}$

SECTION 31: All of N $\frac{1}{2}$, lying North of the Santa Fe River and East of Interstate Highway No. I-75, except road right of way for Interstate Highway No. I-75.

SECTION 32: Government Lots 1 and 2, also described as that portion of N $\frac{1}{2}$ of Section 32 lying North of Santa Fe River

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator *TED*

THRU: David Still, Executive Director *DS*
Charles H. Houder, III, Deputy Executive Director *CHA*

DATE: June 19, 2009

RE: Approval and Execution of Resolution 2009-17, Authorizing the Executive Director to Convey 0.73 Acres +/- to Levy County

RECOMMENDATION

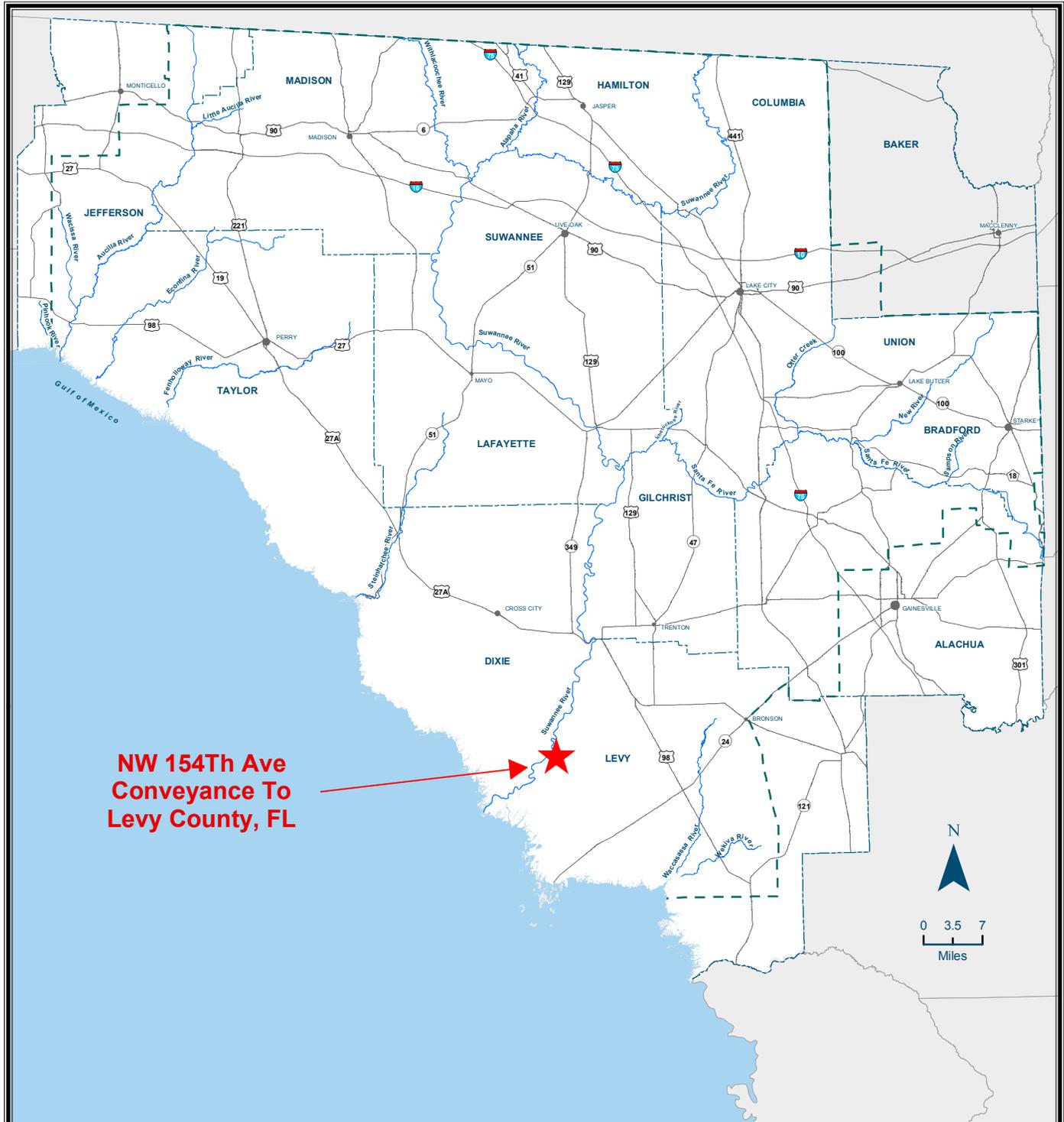
Staff recommends approval and execution of Resolution 2009-17 declaring 0.73 acres +/- in Levy County near Fowlers Bluff as surplus property and allowing the conveyance of the property to Levy County at no charge.

BACKGROUND

As part of the District's small parcel acquisition program of 1998, the District purchased a total of 61 acres around the Fowlers Bluff area. After recently surveying the property it was confirmed that the legal description contained part of NW 154th Avenue. This street has been maintained by Levy County for many years, and that part in the District's possession is the sole access to at least eight houses. In assessing this and other property purchased with non-bonded funds on which a unit of local government has maintained access, District Counsel and staff believe the liability, risk and responsibility of the District could be minimized through transfer of the property.

Levy County Board of Commissioners has requested and agrees to accept ownership of this property.

gal
enclosure



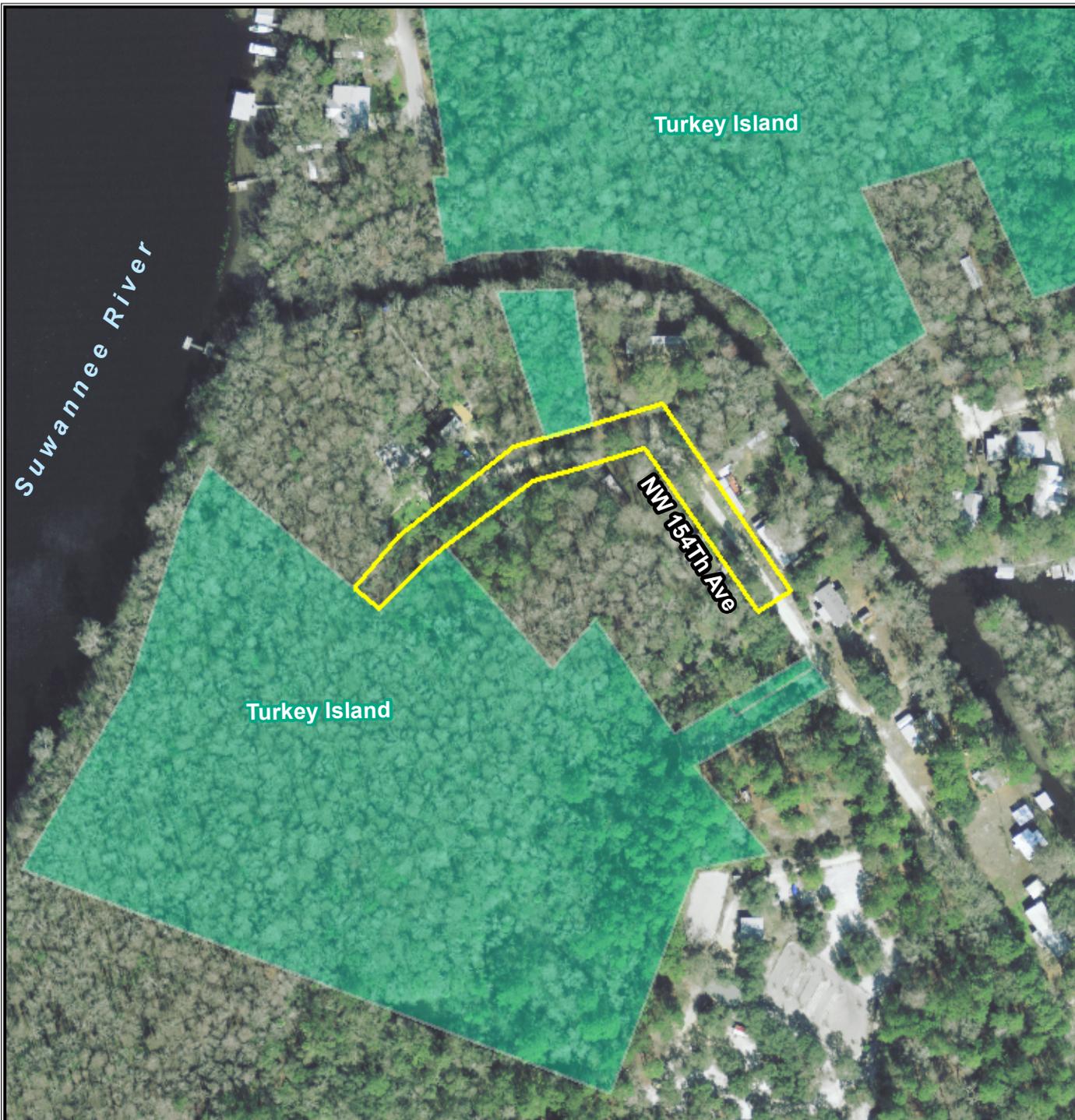
**NW 154th Ave
Conveyance To
Levy County, FL**

 SRWMD Boundary
 Project Location

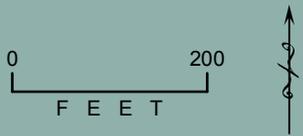


NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards. For more information regarding the data on this map please call SRWMD at 1-386-362-1001 (extension 3140)

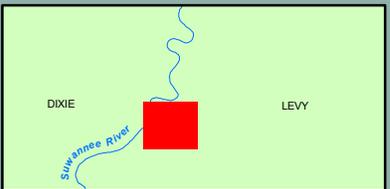
06/19/09



-  Potential Conveyance
-  SRWMD Lands



NW 154th Ave Conveyance To Levy County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Levy 2008 NC 1FT Imagery

PM: CH/TD
GS: GH
PD: 6/22/08

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2009-17

**RESOLUTION APPROVING THE CONVEYANCE OF LAND
OWNED BY THE DISTRICT TO LEVY COUNTY**

WHEREAS, the Suwannee River Water Management District owns 0.73 acres in Levy County; and

WHEREAS, Levy County has requested the conveyance of the property to the County for access to private property; and

WHEREAS, the conveyance is consistent with Section 373.089 and 373.093, Florida Statutes (F.S.); and

WHEREAS, said lands are not required for District purposes; and

WHEREAS, said conveyance is in the public interest, for the public convenience and welfare, and for the public benefit; and

WHEREAS, if said lands are not used for public access purposes, ownership of the property shall revert to the Suwannee River Water Management District.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

- (1) Conveyance of the described property owned by Suwannee River Water Management District shall be without charge to Levy County.
- (2) The above statements are hereby certified and declared to be true and correct, and the conveyance of said parcel and easement is hereby further certified to be consistent with this District's plan of acquisition and Section 373.056 (4), F. S.

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2009 A.D.

DISTRICT

**SUWANNEE RIVER WATER MANAGEMENT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, JR., CHAIRMAN
DAVID FLAGG, VICE CHAIRMAN
GEORGIA C. JONES, SECRETARY/TREASURER
Dr. C. LINDEN DAVIDSON
HEATH DAVIS
OLIVER J. LAKE
JOHN PAUL MAULTSBY
LOUIS C. SHIVER**

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Deputy Executive Director 

THRU: David A. Still, Executive Director 

DATE: June 22, 2009

RE: Approval of Program Directive 2009-01

RECOMMENDATION

Staff recommends the Governing Board approve Program Directive 2009-01 to provide guidelines and procedures for the identification and disposal of surplus lands.

BACKGROUND

Program directives have been used by the Department of Land Acquisition and Management to set internal guidelines and operating procedures in areas where Governing Board review and direction is warranted. The issue of surplus lands was addressed in Program Directive 99-02 which is still in effect, though somewhat out of date. In light of recent Governing Board attention on this issue, it seemed to be an appropriate time to review and update the 1999 document.

The proposed draft of Program Directive 2009-01 updates the earlier document by:

- Addressing both unneeded portions of larger parent tracts and smaller disjunct parcels,
- Recognizing current terminology and practice in land management planning, and
- Clarifying that staff will recommend to the Governing Board a method of disposal that is consistent with the requirements of s. 373.089 F.S. and is likely to result in the highest net return for the District.

gal
enclosure

Department of Land Acquisition and Management
Program Directive 2009-01

Purpose: To amend Program Directive 99-02 to provide updated guidelines and procedures for the identification and disposition of surplus lands.

For the purpose of this directive, surplus lands are defined as those District-owned parcels that do not contribute significantly to the achievement of a project's acquisition objectives. These objectives include not only the protection or enhancement of water resource benefits, but also the effective and efficient land management. From a practical standpoint, the definition of surplus lands may be limited to parcels 40 acres or larger that have public access and can be separated from the parent tract without compromising the ability to manage the remainder, and smaller disjunct parcels where adjoining lands are unlikely to be acquired.

Due to property ownership patterns and the demands of sellers in a voluntary program, the acquisition of surplus lands is unavoidable. Surplus acreage can be minimized, however, by observing the following guidelines prior to acquisition:

- Staff should state project objectives clearly and should delineate project boundaries to meet those objectives as tightly as possible.
- During negotiations, staff should work with the seller to keep acquisitions within the project boundaries by offering alternatives such as the purchase of a conservation easement over lands adjacent to the project area.
- If they can be identified, potentially surplus lands should be referenced in the management prospectus that is presented to the Governing Board prior to entering a purchase agreement.

Once acquired, the identification, cataloging and disposal of surplus lands should be incorporated into standard land management procedures:

- Staff should review ownership boundaries during the development or general revision of the District Land Management Plan.
- Potentially surplus lands should be delineated in the District Land Management Plan.
- Staff will maintain an inventory of potentially surplus parcels identified within either a management prospectus or the District Land Management Plan.
- The inventory of potentially surplus properties should be made available to sellers who may be interested in an exchange rather than an outright sale.
- Land acquisition staff should regularly review the inventory of potentially surplus lands with the Executive Director, who will determine if a recommendation for a surplus land sale is warranted.
- Depending upon the parcels in inventory and market conditions, staff will recommend a method of disposal to the Governing Board that is consistent with the requirements of s. 373.089 F.S. and is likely to result in the highest net return for the District.

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Deputy Executive Director 
THRU: David A. Still, Executive Director DS
DATE: June 22, 2009
RE: Declaration of Surplus Lands

RECOMMENDATION

Staff recommends the Governing Board declare the parcels of land listed below and delineated on the attached maps as surplus:

- Levings Tract, 69 acres, Columbia County
- Bay Creek North Tract, 24 acres, Columbia County
- Bay Creek South Tract, 46 acres, Columbia County
- Owens Spring Tract, 77 acres, Lafayette County
- Westwoods Tract, 270 acres, Madison County
- Blue Sink Tract, 79 acres, Suwannee County

BACKGROUND

In accordance with recent discussions with the Governing Board, staff has proceeded with the delineation of lands that could be considered as surplus to the District. Lands considered as candidates were those that:

- do not have significant water resource value,
- have public road access,
- would not negatively impact land management if sold,
- contain at least 40 acres, and
- were purchased using the Water Management Lands Trust Fund.

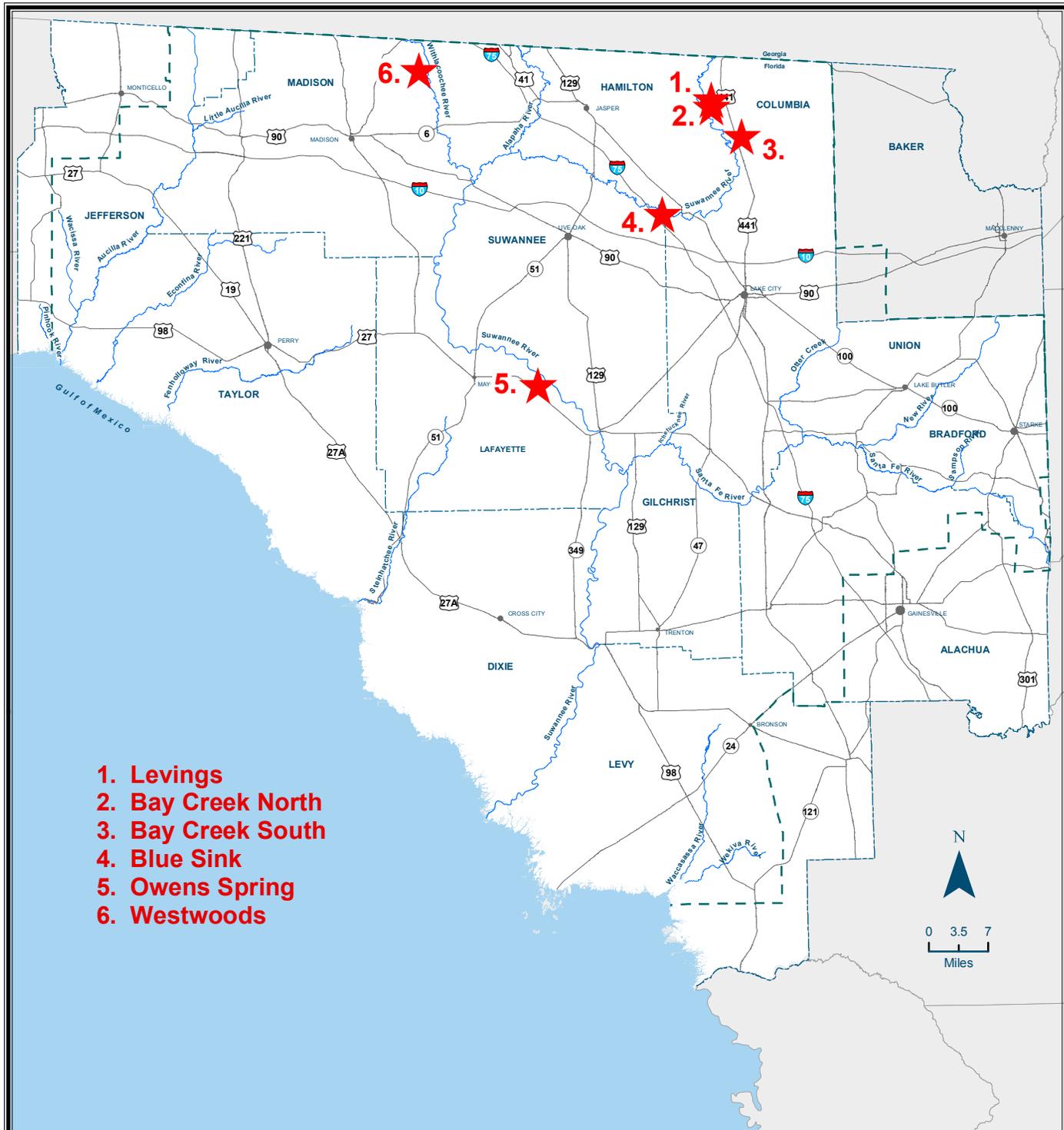
Six parcels were identified as the best candidates. There were two exceptions to the stated criteria: 1) after refinement of the boundaries, the Bay Creek North Tract contained 24 acres, and 2) the Bay Creek South Tract was purchased using Preservation 2000 funds. Neither exception seemed significant enough to affect the staff recommendation.

Although the 1,100-acre Ellaville Tract was not identified as a prime candidate for surplus in our recent analysis due to its high recharge potential, staff is prepared to include it on the list for disposal at the direction of the Governing Board. In line

with past discussions, it would be our intention to retain a conservation easement in such a case.

Upon approval of the declaration, staff will actively pursue opportunities to sell or exchange these parcels. Since staff is currently preparing to issue a request for proposals for realty services for the sale of the Wooten residence, we recommend using that process as a guide for the marketing of these additional properties. Any proposed sale or exchange will need the specific approval of the Governing Board before the execution of a contract for disposal.

gal
enclosure



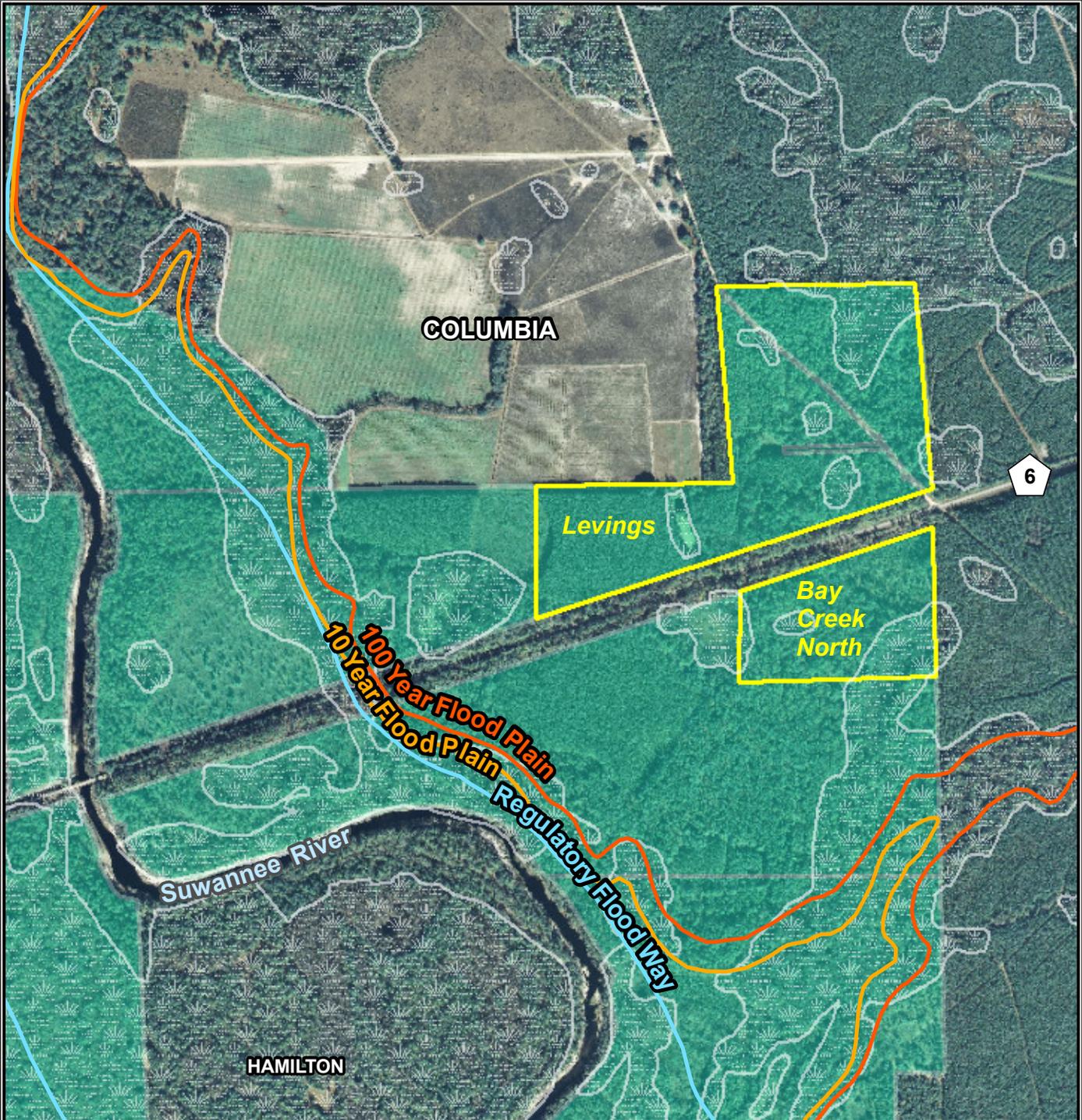
- 1. Levings
- 2. Bay Creek North
- 3. Bay Creek South
- 4. Blue Sink
- 5. Owens Spring
- 6. Westwoods

 SRWMD Boundary
 Tract Location



NOTE: This map was prepared by the Suwannee River Water Management District, Land Acquisition and Management Department, for informational purposes only and does not conform to National Map Accuracy Standards. For more information regarding the data on this map please call SRWMD at 1-386-362-1001 (extension 3140)

06/22/09



-  Potential Surplus Land
-  SRWMD Lands
-  Wetlands

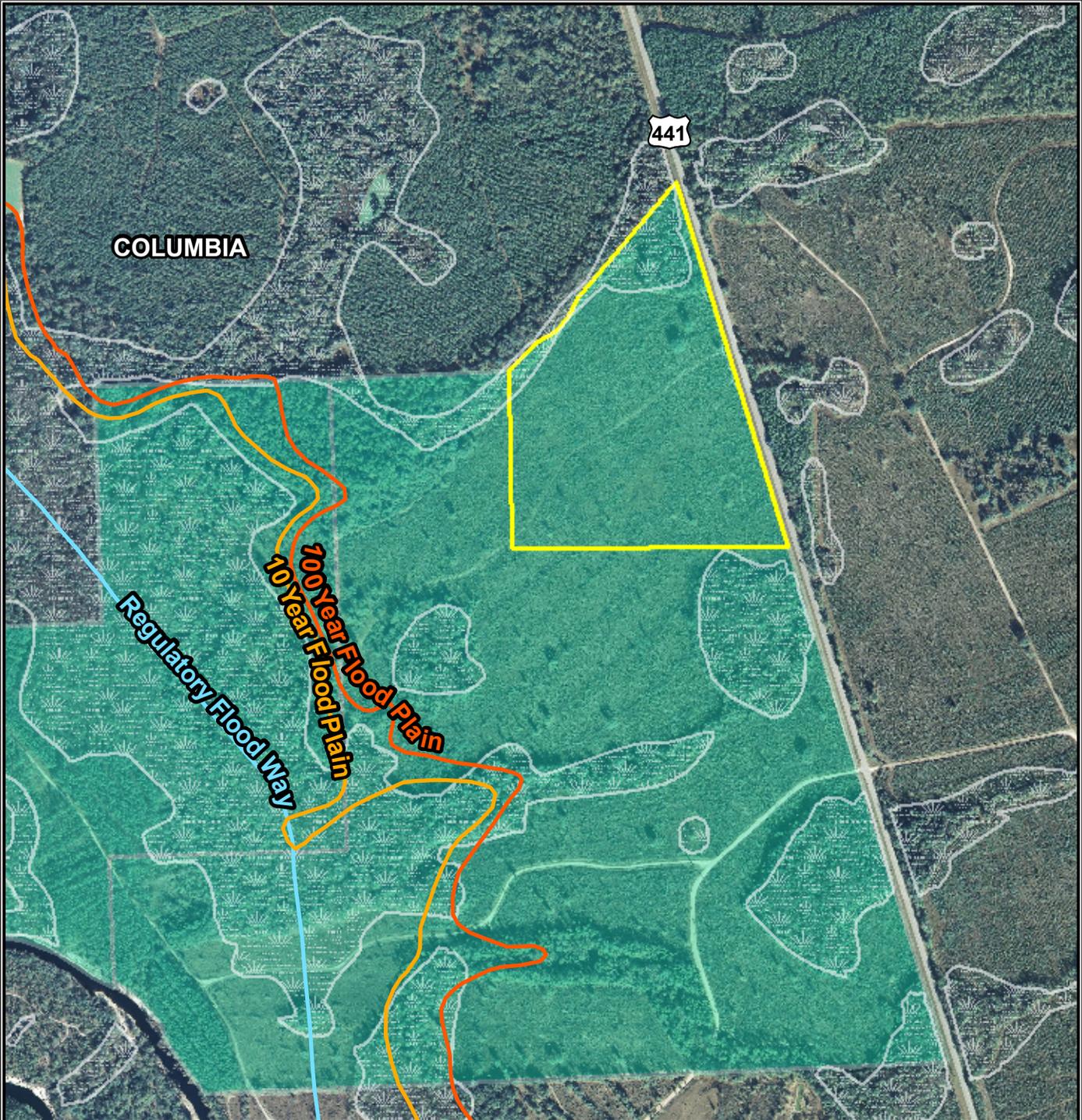


Levings & Bay Creek North Columbia County, FL



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PM: CH/TD
GIS: GH
PD: 6/22/08



-  Potential Surplus Land
-  SRWMD Lands
-  Wetlands

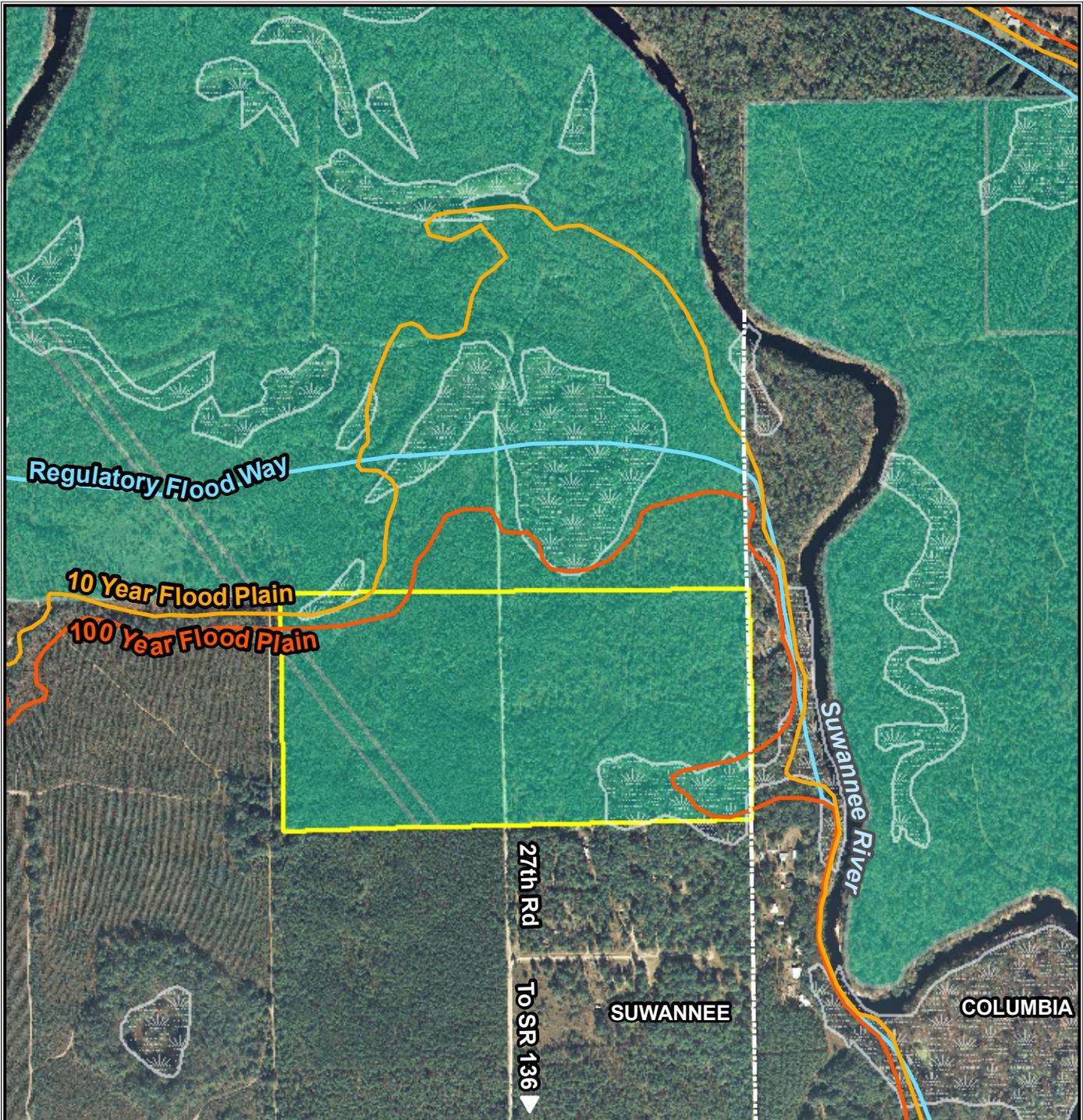


Bay Creek South Columbia County, FL



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-  Potential Surplus Land
-  SRWMD Lands
-  Wetlands

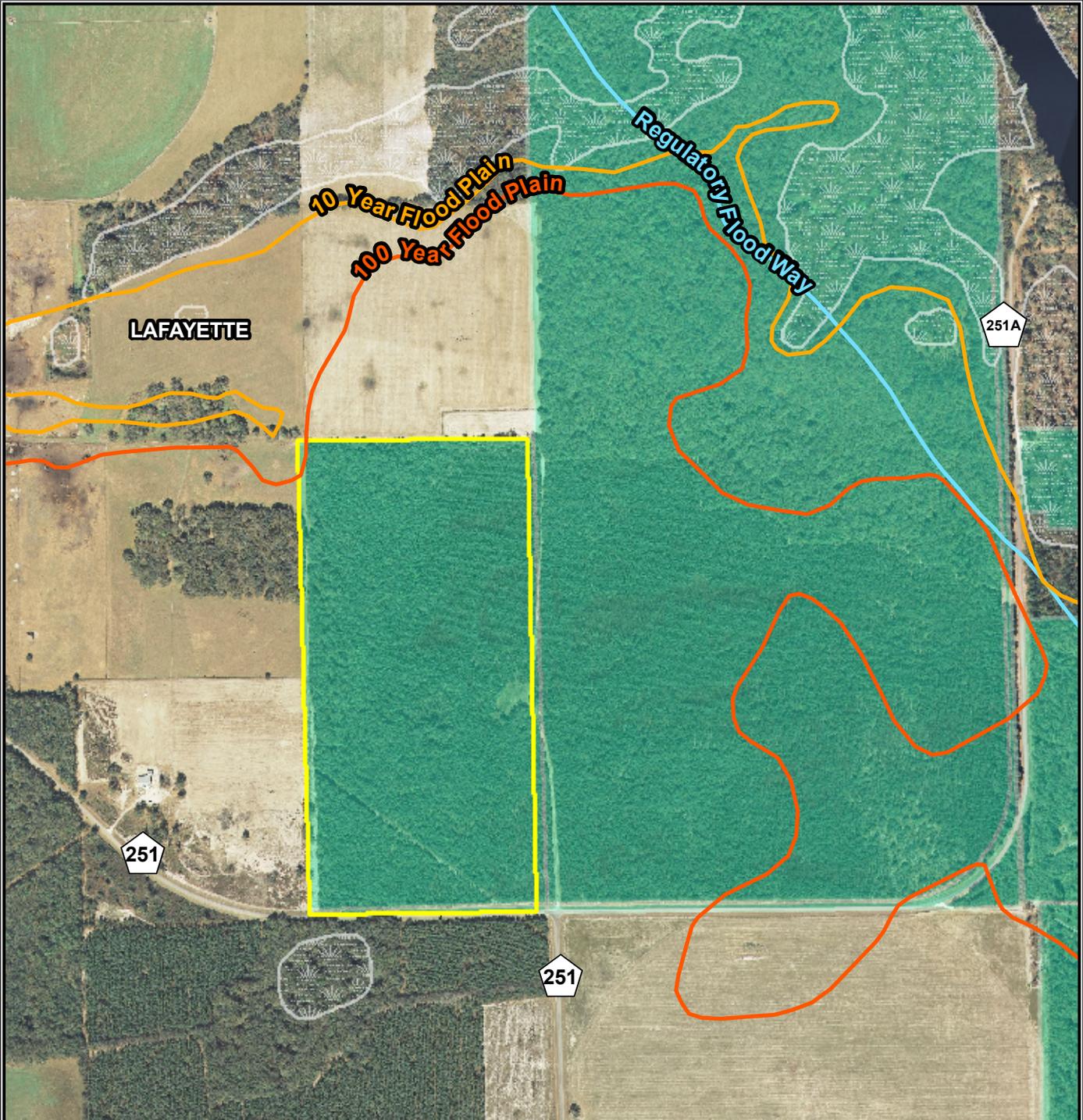


Blue Sink Suwannee County, FL



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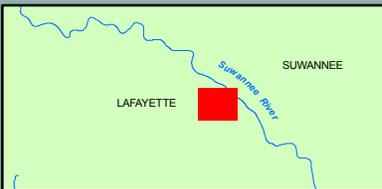
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GIS: GH
PD: 6/22/08



-  Potential Surplus Land
-  SRWMD Lands
-  Wetlands

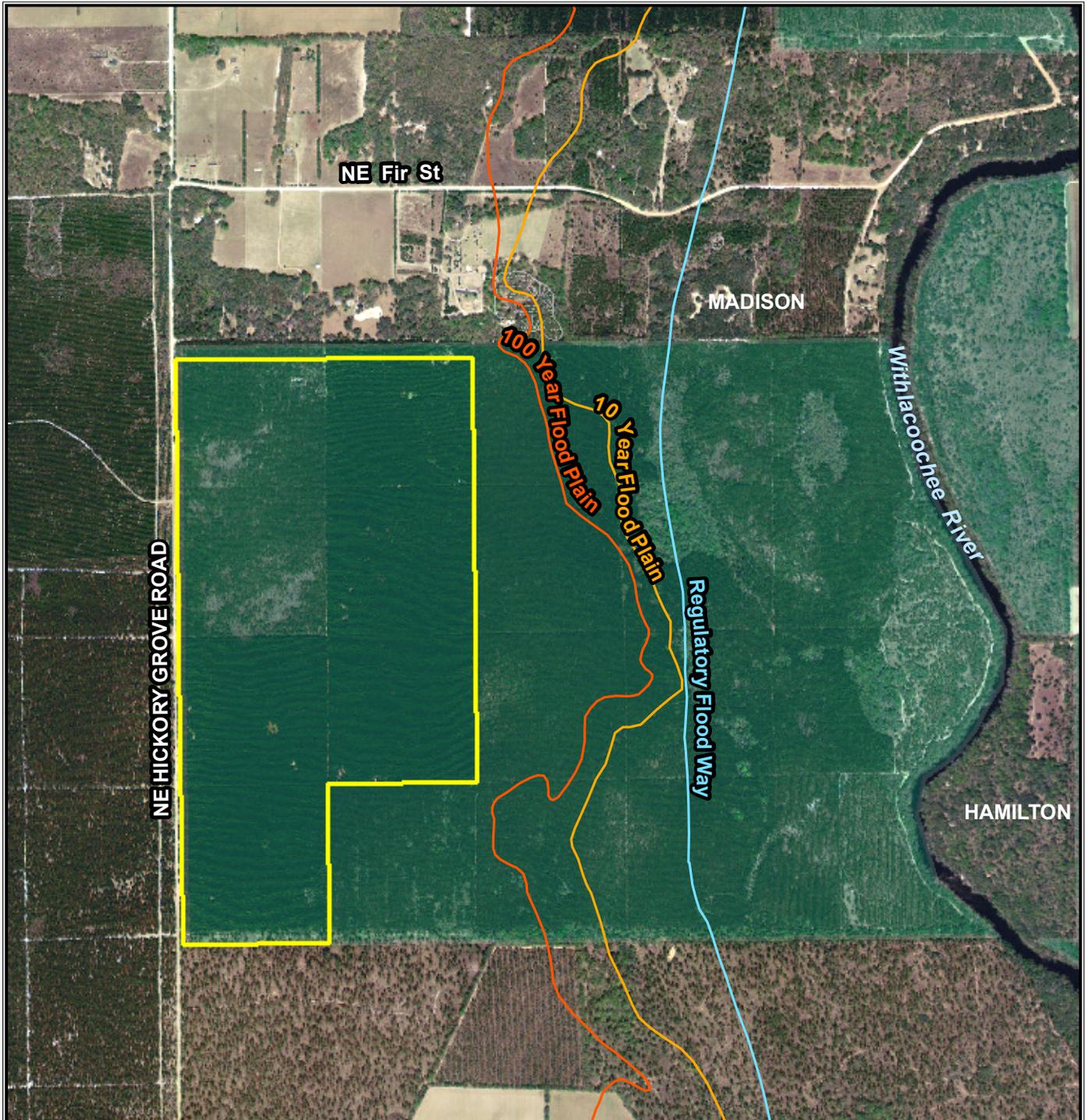


Owens Spring Lafayette County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Lafayette 2007 NC 1FT Imagery

PM: CH/TD
GIS: GH
PD: 6/22/08



-  Potential Surplus Land
-  SRWMD Lands

 No Wetlands



Westwoods Madison County, FL



NOTE: The aerial photography imagery on this map is a U.S. Geological Survey (USGS) Digital Orthophoto Quad (DOQ) and based on photographs of the USGS taken in the spring of 2004. This map was prepared by the Suwannee River Water Management District (SRWMD) for informational purposes only. SRWMD does not guarantee the quality, accuracy or suitability for any uses of this data, and no warranty is expressed or implied. More information regarding the data portrayed on this map can be found by contacting the SRWMD at (386) 362-1001.

PM: CH/TD
GS: GH
PD: 6/22/08

MEMORANDUM

TO: Governing Board

FROM: Randy Hall, Forester 

THRU: David Still, Executive Director 
Charles H. Houder, III, Deputy Executive Director 

DATE: June 22, 2009

RE: Authorization for the Executive Director to enter into an Agreement with the High Bidder for the Cuba Bay Timber Sale

RECOMMENDATION

Staff request authorization for the Executive Director to execute a license to cut timber with Williams Timber Company, Inc., for the Cuba Bay Timber Sale. As high bidder, Williams Timber offered \$11.08/ton for pine pulpwood, \$11.08/ton for pine top-wood, and \$14.58/ton for pine chip-n-saw. The estimated value of this 85-acre, per unit sale is \$36,953.

BACKGROUND

A request for bids for the Cuba Bay Timber Sale was advertised May 19, 2009. This is a thinning operation on 18-year-old planted slash pine with some scattered natural loblolly. Six responses were received for the June 22, 2009, bid opening, as listed below.

Summary of Bids

<u>Company Name</u>	<u>Composite Price/ton</u>	<u>Total Estimated Revenue</u>
Williams Timber, Inc.	\$11.38	\$36,953
Balfour Timber Company, Inc.	\$10.88	\$35,304
Greenville Timber Company, Inc.	\$10.49	\$34,043
North Florida Timber Dealers, Inc.	\$10.31	\$33,460
Nature Coast Timber, Inc.	\$8.03	\$26,063
Smurfit-Stone, Inc.	\$7.31	\$23,742

gal

SRWMD - 2009 TIMBER SALES
 TRACT - CUBA BAY
 MADISION CO., FLORIDA
 ACRES - 85.33



PROJECTION: NAD 83, STATE PLANE, FLORIDA NORTH, FEET

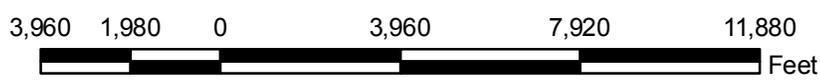
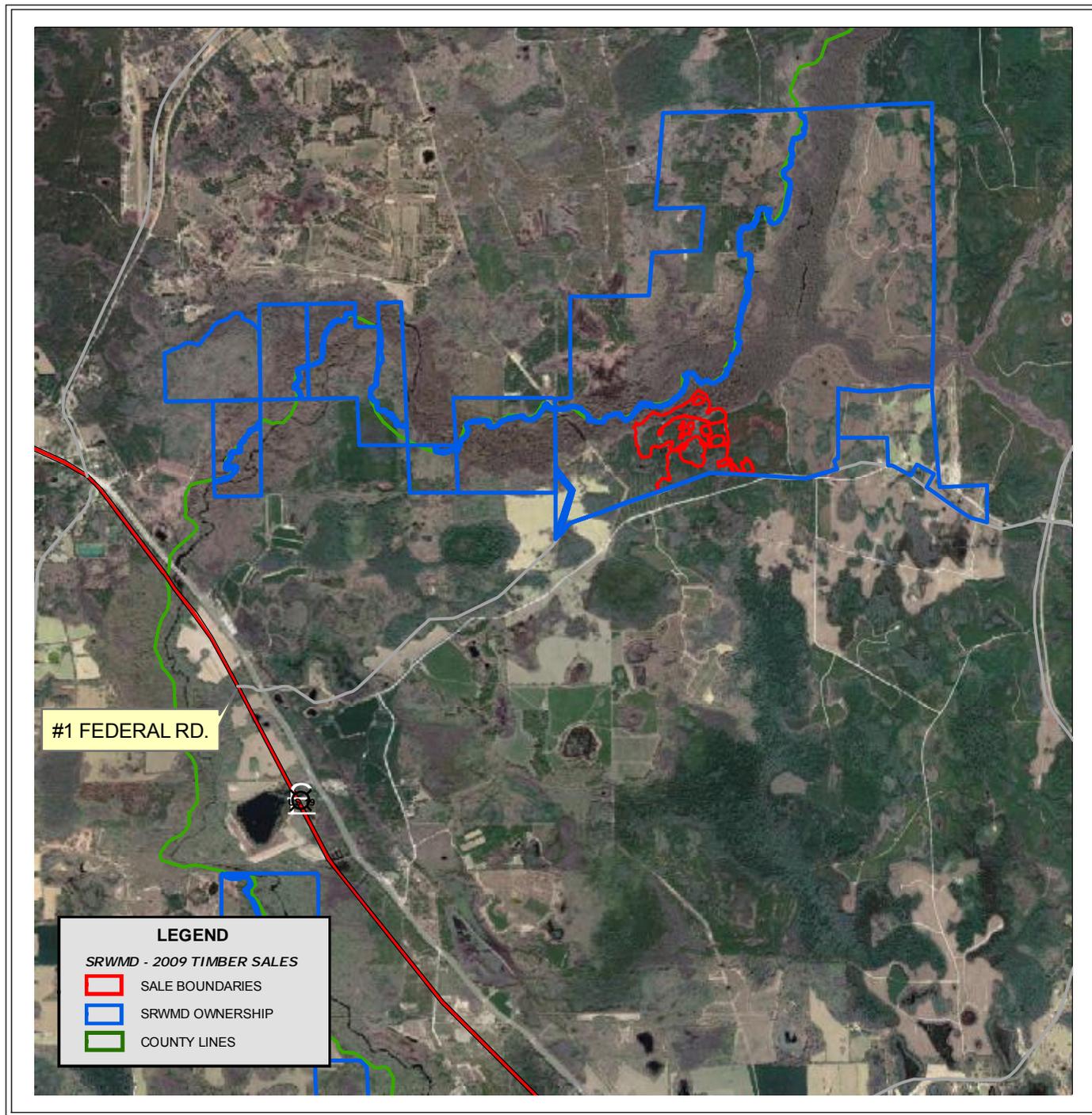
1:253,440

NOTE: ACREAGE WAS DETERMINED ON THIS MAP THROUGH THE USE OF GLOBAL POSITIONING SYSTEMS (GPS) AND/OR GEOGRAPHIC INFORMATION SYSTEMS (GIS). THIS MAP IS NOT A SURVEY. THEREFORE, ACREAGE ON THIS MAP AND ANY SUBSEQUENT REPORT SHOULD BE VIEWED AS AN APPROXIMATION. FURTHERMORE, THE USE OF ANY OF THESE ACREAGES IN NEGOTIATIONS, SALES, OR CONTRACTUAL AGREEMENTS IS ENTIRELY AT THE RISK OF THE BUYER AND SELLER. REPRODUCTION OR EDITING OF THIS MAP IS FORBIDDEN WITHOUT EXPRESS WRITTEN PERMISSION OF THE FORESTRY COMPANY.

THE FORESTRY COMPANY
 JOHN BOGUE
 532 W. GREEN ST.
 PERRY, FL 32347
 (850) 584 8887
 05/05/09

LAM 44

SRWMD - 2009 TIMBER SALES
 TRACT - CUBA BAY
 MADISON CO., FLORIDA
 ACRES - 85.33



PROJECTION: NAD 83, STATE PLANE, FLORIDA NORTH, FEET

1:47,520

NOTE: ACREAGE WAS DETERMINED ON THIS MAP THROUGH THE USE OF GLOBAL POSITIONING SYSTEMS (GPS) AND/OR GEOGRAPHIC INFORMATION SYSTEMS (GIS). THIS MAP IS NOT A SURVEY. THEREFORE, ACREAGE ON THIS MAP AND ANY SUBSEQUENT REPORT SHOULD BE VIEWED AS AN APPROXIMATION. FURTHERMORE, THE USE OF ANY OF THESE ACREAGES IN NEGOTIATIONS, SALES, OR CONTRACTUAL AGREEMENTS IS ENTIRELY AT THE RISK OF THE BUYER AND SELLER. REPRODUCTION OR EDITING OF THIS MAP IS FORBIDDEN WITHOUT EXPRESS WRITTEN PERMISSION OF THE FORESTRY COMPANY.

THE FORESTRY COMPANY
 JOHN BOGUE
 502 W. GREEN ST.
 PERRY, FL. 32347
 (850) 584-8887
 03/12/09

MEMORANDUM

TO: Governing Board

FROM: Randy Hall, Forester

THRU: David Still, Executive Director *DS*
Charles H. Houder, III, Deputy Executive Director *CHH*.

DATE: July 8, 2009

RE: Agreement with A-1 Development Inc. and Shaw's Welding Inc. for
2009 Site Prep Operations

RECOMMENDATION

Staff recommends authorizing the Executive Director to enter into an agreement for 2009 site preparation services with A-1 Development Inc. for a total not to exceed \$50,000, and with Shaw's Welding Inc. for a total not to exceed \$17,000.

BACKGROUND

Request for proposals 08/09-042 LM was advertised June 11 requesting unit rates for site preparation services including roller drum chopping, prescribed burning, flat harrowing, fireline construction, and spot raking. Eleven proposals were received by the June 30, 2009, deadline. A selection committee made up of Charlie Houder, Joe Flanagan and Jon Dinges met July 7, 2009, and reviewed the proposals.

Most of the acreage identified for site preparation has previously been chipped to remove the post harvest residual hardwoods; therefore staff expects costs for raking to be a fraction of the total project. Staff discussed with the committee that chopping, burning, and flat harrowing were the three major services that would be implemented on all the cutover sites, which would result in the greatest site prep costs to the District. The order of operations on each cutover site would be to establish a firebreak, single drum chop, burn the downed debris within four weeks, and spot rake and burn logging decks or residual hardwoods as directed by the District's Project Manager.

Based on a review of the proposals and the results in the attached table the selection committee agreed that A-1 Development Inc. is best choice for 2009 Site Preparation Project #1, and Shaw's Welding Inc. is the best candidate for Project #2. Both companies have routinely delivered satisfactory services to the District for the last nine years.

Chaples Tractor & Agricultural Service and S & T Services submitted proposals showing significantly lower hourly raking rates. In order to expand the number of contractors available for various land management services, staff plans to execute sub \$6,000 contracts with these firms for specific projects involving raking.

The District Procedures Manual allows for this type of project to be continued for two additional fiscal years if the contractor provides suitable services. Funds for this service are budgeted in the site preparation project account 132586631000209004.

gal
enclosure

Request for Proposals 08/09-042 LM
Site Preparation Services

Respondent	Project #	Single	Burning (\$/Ac)	Flat	Raking	Spot Raking (\$/Hr)	Total per acre Drum Chopping & Burning
		Drum Chopping (\$/Ac)		Harrow Fireline Rehab (\$/Hr)	Fireline Const. (\$/Hr)		
Shaws's Welding	1	no bid	no bid	no bid	no bid	no bid	
	2	\$38.00	\$15.00	\$37.50	\$98.00	\$85.00	\$53.00
North Fla Reforestation	1	\$62.00	\$37.00	\$98.00	\$98.00	\$98.00	\$99.00
	2	\$64.25	\$37.00	\$98.00	\$98.00	\$98.00	\$101.25
North Fla Forestry	1	no bid	\$40.00	\$95.00	\$95.00	\$95.00	\$40.00
	2	no bid	\$40.00	\$95.00	\$95.00	\$95.00	\$40.00
The Forestry Co.	1	\$41.00	\$34.00	\$70.00	\$85.00	\$85.00	\$75.00
	2	\$41.00	\$34.00	\$70.00	\$85.00	\$85.00	\$75.00
Columbia Timber	1	\$59.50	\$44.25	\$54.75	\$90.00	\$90.00	\$103.75
	2	\$64.75	\$49.50	\$59.75	\$95.00	\$95.00	\$114.25
A-1 Land Development	1	\$40.00	\$15.00	\$50.00	\$125.00	\$90.00	\$55.00
	2	\$60.00	\$40.00	\$85.00	\$150.00	\$125.00	\$100.00
Tim Prep	1	\$56.40	\$79.00	\$74.50	\$119.00	\$119.00	\$135.40
	2	\$66.40	\$89.00	\$84.50	\$129.00	\$129.00	\$155.40
M A Rigoni	1	\$42.50	\$20.00	\$85.00	\$85.00	\$85.00	\$62.50
	2	\$42.50	\$20.00	\$85.00	\$85.00	\$85.00	\$62.50
B & B Dugger	1	\$74.99	\$54.99	\$140.00	\$140.00	\$140.00	\$129.98
	2	\$54.99	\$42.99	\$99.00	\$99.00	\$99.00	\$97.98
S & T Services	1	\$50.00	\$45.00	no bid	\$75.00	\$75.00	\$95.00
	2	\$50.00	\$45.00	no bid	\$75.00	\$75.00	\$95.00
Chaples Tractor	1	\$85.00	\$75.00	\$70.00	\$75.00	\$75.00	\$160.00
	2	\$85.00	\$75.00	\$70.00	\$75.00	\$75.00	\$160.00
J D Sunny Isle	1	\$55.00	\$100.00	\$100.00	\$150.00	\$120.00	\$155.00
	2	\$55.00	\$100.00	\$100.00	\$150.00	\$120.00	\$155.00
Beiling	1	\$48.85	\$45.00	\$97.80	\$94.85	\$94.85	\$93.85
	2	\$48.85	\$45.00	\$97.80	\$94.85	\$94.85	\$93.85

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
THRU: David Still, Executive Director DS
Charles H Houder III, Deputy Executive Director CA.
DATE: June 19, 2009
RE: Public Use Guide

RECOMMENDATION

Staff recommends adoption of the Public Use Guide for District lands as shown on the attached documents.

BACKGROUND

Chapter 40B-9, Florida Administrative Code (F.A.C.), the rule that specifies land acquisition and management by the District, was updated on May 30, 2009. Pursuant to Chapter 40B-9.131, F.A.C., the Governing Board must specify authorized public uses of District-owned lands. That information will then be made available to the public in a format that summarizes the allowed activities.

The attached Public Use Guide lists allowed public recreational uses and restrictions on those uses, such as requiring a Special Use Authorization (SUA). This summary will be available to the public at the District headquarters or on the website.

The Public Use Guide will be updated to address new recreational opportunities as needed.

gal
DW-Public Use Guide-M

Suwannee River Water Management District
Public Use Guide

TRACT NAME	MANAGED BY	COUNTY	ACREAGE	ATV	BIKING	BOATING	CAMPING- BOAT/CANOE	CAMPING- EQUESTRIAN	CAMPING- FLORIDA TRAIL	CAMPING- GROUP	CAMPING- RV	EQUESTRIAN	FISHING	HIKING	HUNTING	LAUNCHING	PICNICKING	SWIMMING	VEHICULAR ACCESS
HIGH SPRINGS WF	SRWMD	ALACHUA	378		YES									YES			YES		
LAKE ALTO	SRWMD	ALACHUA	1,704		YES								YES	YES					
NEWBERRY WF	SRWMD	ALACHUA	60		YES									YES			YES		
BUCK BAY	CITY OF GAINESVILLE	ALACHUA	60																
NEWBERRY WF	CITY OF NEWBERRY	ALACHUA	1		YES									YES			YES		YES
BOSTON FARMS	UFL	ALACHUA	738																
BROOKER	SRWMD	BRADFORD	20										YES	YES			YES		
LAKE ROWELL	SRWMD	BRADFORD	623										YES	YES			YES		
MUD SWAMP	SRWMD	BRADFORD	837		YES							YES	YES	YES			YES		
SANTA FE SWAMP	SRWMD	BRADFORD	5,726		YES							YES	YES	YES	YES		YES		
BAY CREEK	SRWMD	COLUMBIA	2,227		YES		SUA			SUA		YES	YES	YES			YES		
BELL SPRINGS	SRWMD	COLUMBIA	54		YES		SUA		YES			YES	YES	YES			YES		YES
BIG PINE	SRWMD	COLUMBIA	131				SUA						YES	YES			YES		
FALLING CREEK	SRWMD	COLUMBIA	502		YES		SUA		YES			YES	YES	YES			YES		
FALLING CREEK FALLS	SRWMD	COLUMBIA	158										YES	YES			YES		
GAR POND	SRWMD	COLUMBIA	877		YES	YES	SUA		YES			YES	YES	YES		YES	YES		YES
HOPEWELL	SRWMD	COLUMBIA	592		YES		SUA						YES	YES			YES		
LAKE CITY WF	SRWMD	COLUMBIA	1,093											YES					
LEVINGS	SRWMD	COLUMBIA	201		YES		SUA						YES	YES			YES		
LITTLE CREEK	SRWMD	COLUMBIA	681		YES		SUA					YES	YES	YES			YES		YES
LITTLE SHOALS	SRWMD	COLUMBIA	404		YES		SUA		YES			YES	YES	YES			YES		YES
PICKENS	SRWMD	COLUMBIA	20											YES			YES		
SANDLIN BAY	SRWMD	COLUMBIA	3,487		YES							YES	YES	YES	YES		YES		YES
TOWN OF FORT WHITE WELLFIE	SRWMD	COLUMBIA	102																
WILSON SPRINGS	SRWMD	COLUMBIA	1											YES					
POE SPRINGS	ALACHUA COUNTY	COLUMBIA	100										YES	YES			YES		
LAKE CITY WF	CITY OF LAKE CITY	COLUMBIA	27																
ALLIGATOR LAKE	COLUMBIA COUNTY	COLUMBIA	88																
FALLING CREEK FALLS	COLUMBIA COUNTY	COLUMBIA	51		YES								YES	YES			YES		YES
BOOKER SPRING	SRWMD	DIXIE	375				SUA						YES	YES			YES		
CROSS CITY SF	SRWMD	DIXIE	234											YES			YES		
CROSS CITY WF	SRWMD	DIXIE	0											YES			YES		
GUARANTO	SRWMD	DIXIE	317											YES			YES		
HORSESHOE WF	SRWMD	DIXIE	100											YES			YES		
LOG LANDING	SRWMD	DIXIE	1,148		YES		SUA					YES	YES	YES	YES		YES		
NEW PINE LANDING	SRWMD	DIXIE	43				SUA							YES			YES		
OLD TOWNE	SRWMD	DIXIE	49				SUA						YES	YES			YES		
PINE LANDING	SRWMD	DIXIE	119				SUA						YES	YES			YES		
PURVIS LANDING	SRWMD	DIXIE	353				SUA						YES	YES			YES		
RIVER BEND ESTATES	SRWMD	DIXIE	14											YES			YES		
STEINHATCHEE RISE	SRWMD	DIXIE	3,540		YES							YES	YES	YES		YES	YES		YES
SUNNYVALE	SRWMD	DIXIE	540		YES		SUA					YES	YES	YES			YES		
SUWANNEE GARDENS	SRWMD	DIXIE	92				SUA						YES	YES			YES		
SUWANNEE RUN SHORES	SRWMD	DIXIE	1											YES					
WAYSIDE	SRWMD	DIXIE	17											YES			YES		
CROSS CITY SF	CITY OF CROSS CITY	DIXIE	203																
CROSS CITY WF	CITY OF CROSS CITY	DIXIE	68																
CROSS CITY SF	DIXIE COUNTY	DIXIE	6																
SUWANNEE SF	SUW SEWER DIST	DIXIE	294																
129 BRIDGE	SRWMD	GILCHRIST	76										YES	YES			YES		
47 BRIDGE	SRWMD	GILCHRIST	396		YES		SUA					YES	YES	YES			YES		
FOREST WOODLANDS	SRWMD	GILCHRIST	39											YES			YES		
HART SPRINGS ESTATES	SRWMD	GILCHRIST	99											YES			YES		
LEGGETT	SRWMD	GILCHRIST	113		YES		SUA						YES	YES			YES		
LINDSEY	SRWMD	GILCHRIST	854		YES		SUA					YES	YES	YES			YES		
NATURE COAST	SRWMD	GILCHRIST	567		YES		SUA					YES	YES	YES			YES		
RIVERVIEW ESTATES	SRWMD	GILCHRIST	3											YES					
ROCK BLUFF	SRWMD	GILCHRIST	13											YES			YES		

Suwannee River Water Management District
Public Use Guide

TRACT NAME	MANAGED BY	COUNTY	ACREAGE	ATV	BIKING	BOATING	CAMPING- BOAT/CANOE	CAMPING- EQUESTRIAN	CAMPING- FLORIDA TRAIL	CAMPING- GROUP	CAMPING- RV	EQUESTRIAN	FISHING	HIKING	HUNTING	LAUNCHING	PICNICKING	SWIMMING	VEHICULAR ACCESS
SANTA FE OASIS	SRWMD	GILCHRIST	286		YES		SUA					YES	YES	YES			YES		
SAPP LANDING	SRWMD	GILCHRIST	433		YES		SUA						YES	YES			YES		
SUWANNEE BLUFF RANCH	SRWMD	GILCHRIST	125		YES		SUA						YES	YES			YES		
SUWANNEE LANDING	SRWMD	GILCHRIST	7											YES					
SUWANNEE LDG 2ND	SRWMD	GILCHRIST	3											YES					
SUWANNEE STREET	SRWMD	GILCHRIST	627		YES		SUA					YES	YES	YES			YES		
OTTER SPRINGS PARK AND CAM 6 BRIDGE	GILCHRIST COUNTY	GILCHRIST	638		YES	YES	SUA			YES	YES		YES	YES		YES	YES		YES
ALAPAHA BLUFFS	SRWMD	HAMILTON	267		YES		SUA					YES	YES	YES			YES		
ALAPAHA WOODS	SRWMD	HAMILTON	1										YES	YES					
ALAPAHOOCHEE	SRWMD	HAMILTON	1,064		YES		SUA					YES	YES	YES		YES	YES		YES
AVOCA	SRWMD	HAMILTON	125				SUA						YES	YES			YES		
BARNETT	SRWMD	HAMILTON	134		YES		SUA					YES	YES	YES			YES		
BELMONT	SRWMD	HAMILTON	93				SUA						YES	YES			YES		
BIG SHOALS	SRWMD	HAMILTON	450		YES		SUA					YES	YES	YES	YES		YES		YES
CAMP BRANCH	SRWMD	HAMILTON	204		YES		SUA		YES			YES	YES	YES			YES		
CYPRESS CREEK S	SRWMD	HAMILTON	21		YES		SUA						YES	YES		YES	YES		
HOLLY POINT	SRWMD	HAMILTON	8											YES					
HOLTON CREEK	SRWMD	HAMILTON	2,536		YES		SUA		YES			YES	YES	YES	YES		YES		YES
HUNTER CREEK	SRWMD	HAMILTON	271		YES		SUA						YES	YES			YES		
JASPER WHP	SRWMD	HAMILTON	30											YES			YES		
JENNINGS BLUFF	SRWMD	HAMILTON	498		YES		SUA					YES	YES	YES		YES	YES		YES
JENNINGS SF	SRWMD	HAMILTON	107											YES					
JERRY BRANCH	SRWMD	HAMILTON	518		YES		SUA		YES			YES	YES	YES			YES		
JONES SPRING	SRWMD	HAMILTON	69				SUA		YES				YES	YES			YES		
LEONHARDT	SRWMD	HAMILTON	382				SUA						YES	YES			YES		
MCALPIN LANDING	SRWMD	HAMILTON	1,062		YES		SUA						YES	YES		YES	YES		
OSTEEN	SRWMD	HAMILTON	203		YES		SUA		YES			YES	YES	YES			YES		YES
ROLINE	SRWMD	HAMILTON	982		YES		SUA					YES	YES	YES	YES	YES	YES		SUA
SUGAR CREEK	SRWMD	HAMILTON	685		YES		SUA		YES				YES	YES			YES		
SUWANNEE RIVER CAMPS	SRWMD	HAMILTON	1											YES			YES		
SUWANNEE RIVER FARMS	SRWMD	HAMILTON	6											YES					
SUWANNEE WOODS	SRWMD	HAMILTON	1											YES			YES		
SUWANNEE WOODS	SRWMD	HAMILTON	1											YES					
SWIFT CREEK	SRWMD	HAMILTON	328		YES		SUA		YES	SUA		YES	YES	YES		YES	YES		YES
TURNER BRIDGE	SRWMD	HAMILTON	348		YES		SUA					YES	YES	YES	YES	YES	YES		
TYREE	SRWMD	HAMILTON	216		YES		SUA					YES	YES	YES			YES		
WHITE SPRINGS	SRWMD	HAMILTON	278		YES		SUA						YES	YES			YES		
WHITE SPRINGS WF	SRWMD	HAMILTON	70																
WITHLACOOCHEE HILLS	SRWMD	HAMILTON	147		YES		SUA					YES	YES	YES			YES		
WITHLACOOCHEE RAMP	SRWMD	HAMILTON	3											YES			YES		
BIG SHOALS	DEP	HAMILTON	360		YES								YES	YES		YES	YES		
HOLTON CREEK	DEP	HAMILTON	4		YES		YES	YES	YES	YES		YES	YES	YES	YES	YES	YES		YES
STEPHEN FOSTER	DEP	HAMILTON	640		YES					YES		YES	YES	YES			YES		
CHITTY BEND EAST	DOF	HAMILTON	296		YES		YES						YES	YES			YES		YES
DEESE	DOF	HAMILTON	102										YES	YES			YES		YES
NEKOOSA	DOF	HAMILTON	534											YES					
WESTWOOD EAST	DOF	HAMILTON	560											YES			YES		
WITHLACOOCHEE	DOF	HAMILTON	1,161		YES			YES					YES	YES	YES		YES		YES
ALAPAHOOCHEE	HAMILTON COUNTY	HAMILTON	7		YES		SUA						YES	YES		YES	YES		YES
GIBSON PARK	HAMILTON COUNTY	HAMILTON	4		YES								YES	YES			YES		
JASPER STORMWATER	JASPER	HAMILTON	1																
WHITE SPRINGS WF	WHITE SPRINGS	HAMILTON	2																
WHITE SPRINGS WF	WHITE SPRINGS	HAMILTON	5																
DUCK POND	SRWMD	JEFFERSON	151										YES	YES			YES		
GOOSE PASTURE	SRWMD	JEFFERSON	1,060		YES		SUA			SUA	YES	YES	YES	YES	YES	YES	YES		YES
HARTSFIELD	SRWMD	JEFFERSON	326										YES	YES					

Suwannee River Water Management District
Public Use Guide

TRACT NAME	MANAGED BY	COUNTY	ACREAGE	ATV	BIKING	BOATING	CAMPING- BOAT/CANOE	CAMPING- EQUESTRIAN	CAMPING- FLORIDA TRAIL	CAMPING- GROUP	CAMPING- RV	EQUESTRIAN	FISHING	HIKING	HUNTING	LAUNCHING	PICNICKING	SWIMMING	VEHICULAR ACCESS
JONES MILL CREEK	SRWMD	JEFFERSON	2,863		YES		SUA					YES	YES	YES	YES	YES	YES		YES
LAMONT	SRWMD	JEFFERSON	874		YES		SUA					YES	YES	YES	YES	YES	YES		YES
SHELLY	SRWMD	JEFFERSON	812		YES								YES	YES			YES		
SNEADS LAKE	SRWMD	JEFFERSON	150		YES	YES							YES	YES	YES	YES	YES		
WACISSA HEAD SPRING	JEFFERSON COUNTY	JEFFERSON	22										YES	YES			YES		
WARD ISLAND	USFWS	JEFFERSON	104										YES	YES	YES		YES		
ADAMS	SRWMD	LAFAYETTE	980		YES							YES	YES	YES	YES		YES		
CANOE COUNTRY	SRWMD	LAFAYETTE	4											YES					
CEDAR SHOALS	SRWMD	LAFAYETTE	1											YES					
DEVILS ELBOW	SRWMD	LAFAYETTE	12										YES	YES			YES		
DIXIE RANCHETTES	SRWMD	LAFAYETTE	30											YES					
FOREST GLADES	SRWMD	LAFAYETTE	6											YES					
GRADY	SRWMD	LAFAYETTE	723		YES		SUA					YES	YES	YES			YES		
HANKINS	SRWMD	LAFAYETTE	4											YES					
HATCHBEND	SRWMD	LAFAYETTE	538		YES		SUA					YES	YES	YES			YES		
HIDDEN ACRES	SRWMD	LAFAYETTE	2											YES					
INDIAN SPRINGS E	SRWMD	LAFAYETTE	1											YES					
LAFAYETTE LIME ROCK	SRWMD	LAFAYETTE	8											YES					
MAJESTIC SUWANNEE	SRWMD	LAFAYETTE	1											YES					
MALLORY SWAMP	SRWMD	LAFAYETTE	31,321	SUA	YES							YES	YES	YES	YES		YES		YES
MAYO SF	SRWMD	LAFAYETTE	59											YES					
OWENS SPRING	SRWMD	LAFAYETTE	474		YES							YES	YES	YES			YES	YES	YES
RO RANCH	SRWMD	LAFAYETTE	2,438					YES		YES	YES	SUA	YES	YES			YES		YES
RUTH SPRINGS	SRWMD	LAFAYETTE	629		YES		SUA					YES	YES	YES			YES		YES
STEINHATCHEE SPRINGS	SRWMD	LAFAYETTE	20,886		YES			SUA		SUA		YES	YES	YES	YES	YES	YES		YES
SUWANNEE RIVER BEND	SRWMD	LAFAYETTE	12											YES					
SUWANNEE SHORES	SRWMD	LAFAYETTE	1											YES					
TROY SPRINGS ADDITION	SRWMD	LAFAYETTE	108		YES		SUA						YES	YES					
WALKER	SRWMD	LAFAYETTE	191		YES		SUA					YES	YES	YES		YES	YES		YES
ADAMS	DEP	LAFAYETTE	5		YES		YES			YES		YES	YES	YES		YES	YES		
ALLEN MILL POND	DEP	LAFAYETTE	662		YES									YES		YES			
DOWLING PARK RIVER CAMP	DEP	LAFAYETTE	47		YES		SUA			YES			YES	YES		YES	YES		
CAMP AZALEA	SRWMD	LEVY	32											YES			YES		
CHIEFLAND WF	SRWMD	LEVY	123											YES			YES		
DEVIL'S HAMMOCK	SRWMD	LEVY	4,274		YES							YES	YES	YES	YES	YES	YES		YES
FORTY SEVEN RUNS	SRWMD	LEVY	297										YES	YES			YES		
MANATEE SPRINGS S	SRWMD	LEVY	332		YES							YES	YES	YES			YES		
TURKEY ISLAND	SRWMD	LEVY	70											YES					
CHIEFLAND WHP	CITY OF CHIEFLAND	LEVY	9																
MANATEE SPRINGS S	DEP	LEVY	245		YES							YES	YES	YES		YES	YES		YES
ANDREWS	FWC	LEVY	583		YES									YES			YES		YES
ATSENA OTIE KEY	USFWS	LEVY	60										YES	YES			YES		
CEDAR BRANCH	USFWS	LEVY	300										YES	YES	YES		YES		
CUBA BAY	SRWMD	MADISON	1,968		YES							YES	YES	YES		YES	YES		YES
ELLAVILLE	SRWMD	MADISON	1											YES			YES		
GREENVILLE SF	SRWMD	MADISON	152											YES			YES		
GREENVILLE WELLFIELD	SRWMD	MADISON	46											YES			YES		
HIXTOWN SWAMP	SRWMD	MADISON	2,087										YES	YES			YES		
MILL CREEK SOUTH	SRWMD	MADISON	7											YES					
MOUNT GILEAD	SRWMD	MADISON	1,442		YES		SUA					YES	YES	YES	YES	YES	YES		YES
TIMBER RIVER	SRWMD	MADISON	35											YES			YES		
WITHLACOCHEE QUAIL FARMS	SRWMD	MADISON	761		YES		SUA					YES	YES	YES					
BLACK	DOF	MADISON	681		YES		YES					YES	YES	YES	YES		YES		
CHITTY BEND WEST	DOF	MADISON	651		YES								YES	YES			YES		YES
ELLAVILLE	DOF	MADISON	4,185		YES		YES					YES	YES	YES	YES		YES		YES
MILL CREEK NORTH	DOF	MADISON	656		YES								YES	YES	YES		YES		YES
MILL CREEK SOUTH	DOF	MADISON	1,403		YES								YES	YES	YES				YES

Suwannee River Water Management District
Public Use Guide

TRACT NAME	MANAGED BY	COUNTY	ACREAGE	ATV	BIKING	BOATING	CAMPING- BOAT/CANOE	CAMPING- EQUESTRIAN	CAMPING- FLORIDA TRAIL	CAMPING- GROUP	CAMPING- RV	EQUESTRIAN	FISHING	HIKING	HUNTING	LAUNCHING	PICNICKING	SWIMMING	VEHICULAR ACCESS
SULLIVAN	DOF	MADISON	376										YES	YES		YES	YES		YES
WESTWOOD WEST	DOF	MADISON	827		YES								YES	YES					YES
ALLARDT	SRWMD	SUWANNEE	443		YES		SUA					YES	YES	YES			YES		
BLUE SINK	SRWMD	SUWANNEE	715		YES		SUA					YES	YES	YES		YES	YES		YES
CAMP O SUWANNEE	SRWMD	SUWANNEE	1											YES					
CHAS SPG RIV EST	SRWMD	SUWANNEE	10											YES					
CHRISTIAN	SRWMD	SUWANNEE	338		YES		SUA					YES	YES	YES		YES	YES		YES
FALMOUTH	SRWMD	SUWANNEE	15				SUA							YES			YES		
FALMOUTH N	SRWMD	SUWANNEE	13											YES					
FALMOUTH SPRING	SRWMD	SUWANNEE	271		YES							YES	YES	YES			YES	YES	YES
FOX TRAIL	SRWMD	SUWANNEE	199		YES		SUA					YES	YES	YES			YES		
LINVILLE	SRWMD	SUWANNEE	173		YES		SUA					YES	YES	YES			YES		
LITTLE RIVER	SRWMD	SUWANNEE	2,204		YES		SUA					YES	YES	YES	YES		YES		YES
MATTAIR SPRINGS	SRWMD	SUWANNEE	1,188		YES		SUA					YES	YES	YES		SUA	YES		YES
PEACOCK SLOUGH	SRWMD	SUWANNEE	1,161		YES		SUA					YES	YES	YES			YES		
RIVERSIDE LANDING	SRWMD	SUWANNEE	7											YES					
ROCKY CREEK	SRWMD	SUWANNEE	251		YES								YES	YES			YES		
SANTA FE SPRINGS	SRWMD	SUWANNEE	12											YES			YES		
STUART'S LANDING N	SRWMD	SUWANNEE	86				SUA						YES	YES			YES		
STUART'S LANDING S	SRWMD	SUWANNEE	209		YES		SUA					YES	YES	YES			YES		
SUWANNEE FOREST	SRWMD	SUWANNEE	2											YES					
SUWANNEE PARK EST	SRWMD	SUWANNEE	1											YES					
SUWANNEE RIDGE	SRWMD	SUWANNEE	6											YES					
SUWANNEE RIVER FOREST	SRWMD	SUWANNEE	40		YES		SUA						YES	YES			YES		
SUWANNEE SPRINGS	SRWMD	SUWANNEE	129		YES							YES	YES	YES		YES	YES	YES	YES
TRILLIUM SLOPES	SRWMD	SUWANNEE	70				SUA						YES	YES			YES		
WOODS FERRY	SRWMD	SUWANNEE	1,089		YES		SUA					YES	YES	YES		YES	YES		YES
BRANFORD BEND	DEP	SUWANNEE	1,053		YES		SUA					YES	YES	YES			YES		
PEACOCK SLOUGH	DEP	SUWANNEE	12		YES		YES	YES	YES	YES		YES	YES	YES		YES	YES		
WOODS FERRY	DEP	SUWANNEE	5		YES		YES	YES	YES	YES		YES	YES	YES		YES	YES		
ANDERSON SPRING	DOF	SUWANNEE	1,531		YES		YES					YES	YES	YES			YES		YES
FALMOUTH SPRING	SUWANNEE COUNTY	SUWANNEE	5																
SUWANNEE SPRINGS	SUWANNEE COUNTY	SUWANNEE	6																
CABBAGE CREEK	SRWMD	TAYLOR	2,371		YES							YES	YES	YES	YES	YES	YES		YES
CABBAGE GROVE	SRWMD	TAYLOR	2,001		YES		SUA		YES			YES	YES	YES	YES	YES	YES		YES
MOSSY HAMMOCK	SRWMD	TAYLOR	812		YES							YES	YES	YES			YES		
NATURAL WELL BRANCH	SRWMD	TAYLOR	3,680		YES				YES			YES	YES	YES		YES	YES		YES
PERRY SF	SRWMD	TAYLOR	248		YES									YES			YES		
SCANLON	SRWMD	TAYLOR	617		YES							YES	YES	YES	YES	YES	YES		YES
SHADY GROVE	SRWMD	TAYLOR	989		YES		SUA					YES	YES	YES		YES	YES		YES
STEINHATCHEE FALLS	SRWMD	TAYLOR	1,746		YES			SUA				YES	YES	YES		YES	YES		YES
STEINHATCHEE WF	SRWMD	TAYLOR	93											YES			YES		
TAYLOR COASTAL UTILITY WF	SRWMD	TAYLOR	49																
MANDALAY	USFWS	TAYLOR	551										YES	YES	YES		YES		
LAKE BUTLER WF	SRWMD	UNION	149											YES					

MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Deputy Executive Director *CH*

THRU: David Still, Executive Director *DS*

DATE: June 22, 2009

SUBJECT: Activity Report, Land Acquisition

The attached report summarizes the status of current projects and describes significant activities of staff for the preceding month. Staff will be prepared to address any tracts of particular interest the Board may wish to discuss at the July 2009 Governing Board meeting.

gal
007-00035

PROJECTS UNDER CONTRACT	STATUS
Champion, Roger/Mt. Gilead Addition CE Madison & Jefferson Counties 190 acres +/-	This property was approved for detailed assessment on September 9, 2008, and approved for purchase on May 14, 2009. Closing is to take place by August 15, 2009.
Wooten/Lower Alapaha Addition Hamilton County 63 acres +/-	This property was approved for detailed assessment on November 11, 2008. Governing Board approval for this acquisition was granted May 14, 2009. Closing will take place on July 1, 2009.
APPROVED PROJECTS	STATUS
Anderson, Doug and Lisa/Yellow Jacket Addition Dixie County 180 acres +/-	Appraisals were reviewed and finalized as of April 14, 2009. An offer authorization has been circulated for Governing Board review. Discussions are continuing with the landowner.
Dixie County/Guaranto Springs Addition 17 acres and 0.7 acres	These properties were approved for detailed assessment on April 14, 2009. Title work has been requested, and appraisal bids are due by June 24.
Feagle, A./Bonnett Lake CE Alachua County 445 acres +/-	A public hearing is scheduled for July 14, 2009, for the Governing Board to consider purchase approval of a conservation easement.
Foley Land & Timber/Steinhatchee Springs Exchange and Addition Lafayette County 40 acres +/- (Foley Rock Pit) 91 acres +/- (SRWMD Steinhatchee) 83 acres +/- (Foley roads)	This parcel is completely surrounded by District property, but contains an active limerock borrow pit. A title search has been received on the road property as well as the limerock pit property. Appraisal reports are under review.
Howard, Kenneth & Jason Live Oak Well Field Suwannee County 48 acres +/-	This property was approved for detailed assessment on April 14, 2009. Title work has been requested. The City of Live Oak is considering property at another location; as a result this acquisition is no longer active.

Jackson, Kevin & Patrice/ Jackson CE Lafayette County 150 acres +/-	This property was approved for detailed assessment on May 14, 2009. Title work has been requested, and review of the conservation easement document is being conducted.
Limited Access Properties Inc./ Gilchrist Regional Well Field Gilchrist County 125 acres +/-	This property was approved for detailed assessment on April 14, 2009. Title work has been received, and appraisal reports are due July 12.
Logan, Veryl/Live Oak Well Field Suwannee County 79 acres +/-	This property was approved for detailed assessment on April 14, 2009. Title work has been requested. The City of Live Oak is considering property at another location, as a result this acquisition is no longer active.
Mangels, Henry/Shingle Spring CE Suwannee County 240 acres +/-	The property is an approved priority project of the 2008 Florida Forever Work Plan. Appraisal and timber valuations have been finalized, and a formal offer was sent to the landowner. Staff recently met with landowner's representative; the Mangels family is seeking tax incentive advice concerning a conservation easement sale to the District.
N.G. Wade Investment Co./ Gilchrist Regional Wellfield Gilchrist County 105 acres +/-	This property was approved for detailed assessment on May 14, 2009. Title work has been received and appraisal reports are due July 12.
Osceola Land & Timber/ Santa Fe CE Alachua County 451 acres +/-	Appraisals and timber valuation have been reviewed, and final reports are complete. Staff has prepared an offer authorization for Governing Board review. The Alachua County Forever program has agreed to be a 25% purchase partner in the project. An August public hearing for purchase approval is anticipated.
Santa Fe River Hammock LLC/ Santa Fe River Hammock CE Bradford County 176 acres +/-	Approval for detailed assessment was given on May 14, 2009. Title review and abstract has been ordered. Staff is working with the landowner to detail the terms for a conservation easement document.
Suwannee River Development LLC/Ace Ranch CE Lafayette County 694 acres +/-	On April 14, 2009, this property was approved for detailed assessment of a conservation easement. Staff and owners have agreed on the easement document. First drafts of the appraisals are due by July 12.

Taylor, Gary & Peggy/Gilchrist Regional Well Field Gilchrist County 260 acres +/-	This property was approved for detailed assessment on April 14, 2009. Title work has been received, and appraisal reports are due July 12.
Thomas, Winton & Linda/Deep Creek Addition CE Columbia County 214 acres +/-	This property was approved for detailed assessment on September 9, 2008. Final conservation easement details have been completed. Title work has been received and draft appraisals are under review.

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Deputy Executive Director *CHA*
THRU: David Still, Executive Director *DS*
DATE: June 22, 2009
RE: Land Management Activity Report

REAL PROPERTY INTERESTS

The Foster and Davidson conservation easements in Jefferson County were inspected by Richard Rocco.

Three Plum Creek Timber Company conservation easements in Alachua and Levy Counties were inspected by Terry Demott. Terry also inspected the Deep Creek conservation easement in Columbia County.

Two easement/access requests were visited by staff in Taylor and Dixie Counties.

Staff met with Walter Prevatt and Surveyor Ray Daughtery concerning property line issues.

Work was done by the District's inmate crew on the house at the Bell Springs Tract this month. Repairs were made to the carport roof and eaves that were damaged by a falling tree limb during a recent storm.

FOREST MANAGEMENT

The Pot Springs Timber Sale was completed this month. This 150-acre timber sale was managed by Division of Forestry/Twin Rivers State Forest. The Shady Grover timber sale in Taylor County is under way. This 176-acre thinning operation is anticipated to be complete in early July.

Logging operations at the Falmouth Springs Tract have begun and should be complete within six months. This is an 86-acre hardwood chipping operations for ecological restoration of the native sandhill community. Thinning will also take place on 90 acres of slash pine plantation.

A mechanical site preparation request for proposals was advertised June 11, 2009, with responses due by June 30. A recommendation will be forwarded to the Governing Board prior to the July Board meeting.

RECREATION FACILITY MANAGEMENT

New entrance signs have been installed on the following tracts: Roline, Turner Bridge, Camp Branch, Holton Creek, Little River, Walker, Ruth Springs and Log Landing Tracts.

Staff has been developing estimates for flood damage at four sites for approval by FEMA for reimbursement eligibility.

SUWANNEE RIVER WILDERNESS TRAIL

The Dowling Park River Camp remains closed due to erosion from the spring flooding. District staff is waiting on approval from FEMA to begin repairs. District contractors are repairing erosion damage at Holton Creek. The repairs are being paid for with FEMA funds.

gal
008-00025

MEMORANDUM

TO: R.O. Board of Directors

FROM: Brian Kauffman, Facilities Director

THRU: David Still, Executive Director *DS*
Charles H. Houder III, Deputy Executive Director

DATE: June 22, 2009

RE: R. O. Ranch Equestrian Park Monthly Activity Report

The R.O. Ranch Board of Directors held their monthly meeting at the Morgan Building on June 4. Special guests included Marilyn and Doug Johnson. Marilyn currently serves on the Board of Directors of the Florida Foxtrotters Association and is very excited about the opportunity to host their annual event at the park when it opens.

Construction of the park's road system has progressed well. The road system is approximately 95 percent complete and all roads are lime rocked. All the campsite drive-throughs have been raised to the finished grade and lime rocked. This coming month the contractor will focus on final grading of the campsites. The last large retention pond is complete. Installation of the three large aluminum culverts are behind schedule due to URS Coporation not completing the footer and headwall design plans on time. As soon as the plans are received, contractors will start on the installation.

The District received detailed timber frame roof plans from the Suwannee River Log Home company for the Visitor Center and forwarding the plans to URS for review. After review, the plans will be attached to the construction contract with McInnis Construction.

The District received the final report on Fort Barker and the "big rock" from Archaeological Consultants Incorporated. Lafayette County Commissioner Donnie Hamlin said that long-time residents believe the rock may have been important to Native Americans and used as a meeting place. Unfortunately the archeologist could not find any evidence to substantiate the rock's use by Native Americans, but did provide some excellent information on Fort Barker. The fort was constructed at Cooks Hammock near the Park's new entrance road on Highway 51 during the early Seminole Wars. The R.O. Board of Directors approved naming the park's entrance road Fort Barker Road to help tie local history to the park.

gal