

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator 

THRU: David Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 

DATE: April 26, 2010

RE: Acquisition of the Suwannee River Development LLC/Ace Ranch Conservation Easement

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2010-11 authorizing the Executive Director to exercise an Option to Purchase a conservation easement on the 678-acre +/- Suwannee River Development LLC/Ace Ranch property and requesting approval from the Secretary of the Department of Environmental Protection for the use of funds from the Florida Forever Trust Fund.

If Florida Forever Trust Funds are unavailable staff requests use of recaptured Preservation 2000 funds in closing this acquisition.

BACKGROUND

In accordance with Section 373.59, F.S., a public hearing is scheduled for May 13, 2010, to take comments on the proposed acquisition of the Suwannee River Development LLC/Ace Ranch conservation easement in Lafayette County. J. Brent Wainwright of Live Oak, Florida is principal of the limited liability company.

This property was previously brought to the Board at a price of \$2,500/acre or a total price of \$1,695,000. After Board discussion regarding the relative environmental value of floodplain (421 acres) and uplands (257 acres), the landowner met with staff to negotiate a discounted price for those uplands. These negotiations resulted in a price reduction to \$2,285/acre or a new total of \$1,549,538. A summary of salient facts regarding the project is attached.

gal
cc: Charlie Houder
Attachment
Suwannee River Development 08-013

**SUWANNEE RIVER DEVELOPMENT LLC CONSERVATION EASEMENT
PUBLIC HEARING SUMMARY
MAY 13, 2010**

SELLER: Suwannee River Development LLC

PARCEL: 678 acres +/-

LOCATION: Lafayette County

WATER RESOURCES: The purchase of the Suwannee River Development LLC/Ace Ranch conservation easement will protect an additional 0.68 miles +/- of river front on the Suwannee River. This property is about 60% in the 100-year floodplain, 35% within the 10-year floodplain and over 30% in the regulatory floodway. It contains 20 acres of wetlands.

INTEREST TO BE ACQUIRED: Conservation Easement.

PERPETUAL CONSERVATION EASEMENT TERMS:

- Subdivision and Construction. The easement allows the property to be divided into three parcels with the right to build three dwellings and appurtenant structures.
- Wetlands. No harvesting of wetlands will be permitted on the property.
- Recreational Facilities. Landowner may construct facilities for youth and scouting recreational purposes with District written approval.
- Forest Management Plan Requirements. A 20-year Forest Management Plan will be prepared in accordance with the BMP Manual. The Forest Management Plan will be reviewed and, if necessary, revised annually.
- Conservation Management Plan Requirements. A Conservation Management Plan shall be prepared prior to beginning any new farming operations. This plan will be reviewed, and if necessary, revised annually.
- 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 and to construct deer stands. High fencing for a hunting preserve is allowed.
- Farming and Forestry. Landowner will retain the right to farm lands currently in crops and pasture. Forestry is allowed on lands in pine plantation, but these lands may not be converted to a more intensive use.
- Compliance. The District will be afforded access to the property for purposes of monitoring the terms of the conservation easement.

TITLE ISSUES: Title search and title commitment for this property contains a mortgage which will require a Partial Release of Mortgage, releasing the described land from the encumbrance.

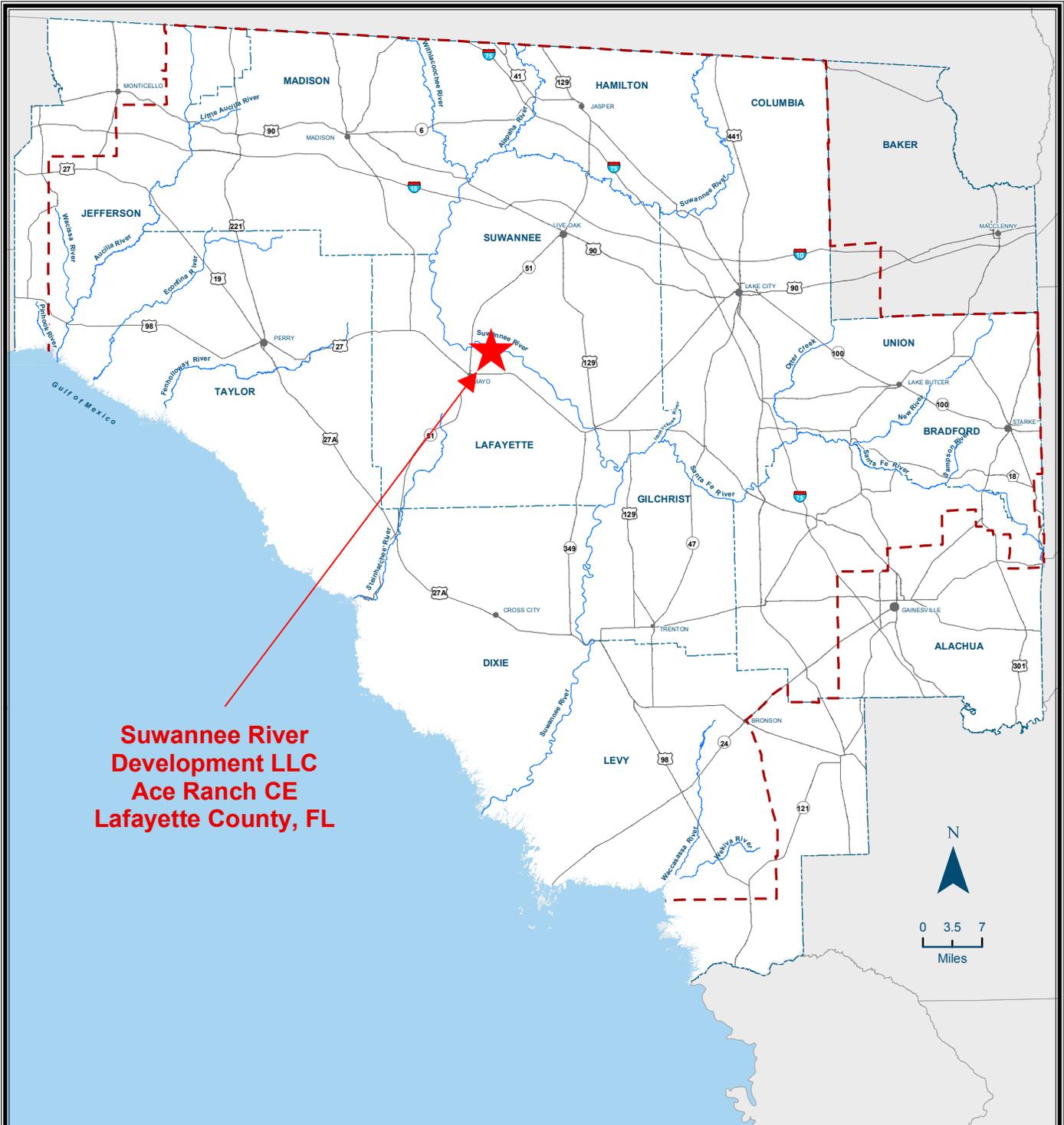
PRICE: James Miller and John Wallace valued the easement at \$3,500 per acre and \$2,700 per acre, respectively. This property was previously brought to the Board at a price of \$2,500/acre or a total price of \$1,695,000. After Board discussion regarding the relative environmental value of floodplain (421 acres) and uplands (257 acres), the landowner met with staff to negotiate a discounted price for those uplands. These negotiations resulted in a price reduction to \$2,285/acre or a new total of \$1,549,538.

ACCESS: This property fronts State Road 354.

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

MANAGEMENT: Management of this property will be under an agreement with the Suwannee River Development LLC as owners. Inspection of the property and update of the management plan will be conducted on at least an annual basis at a cost of about \$250 per visit.

Suwannee River Development 08-013



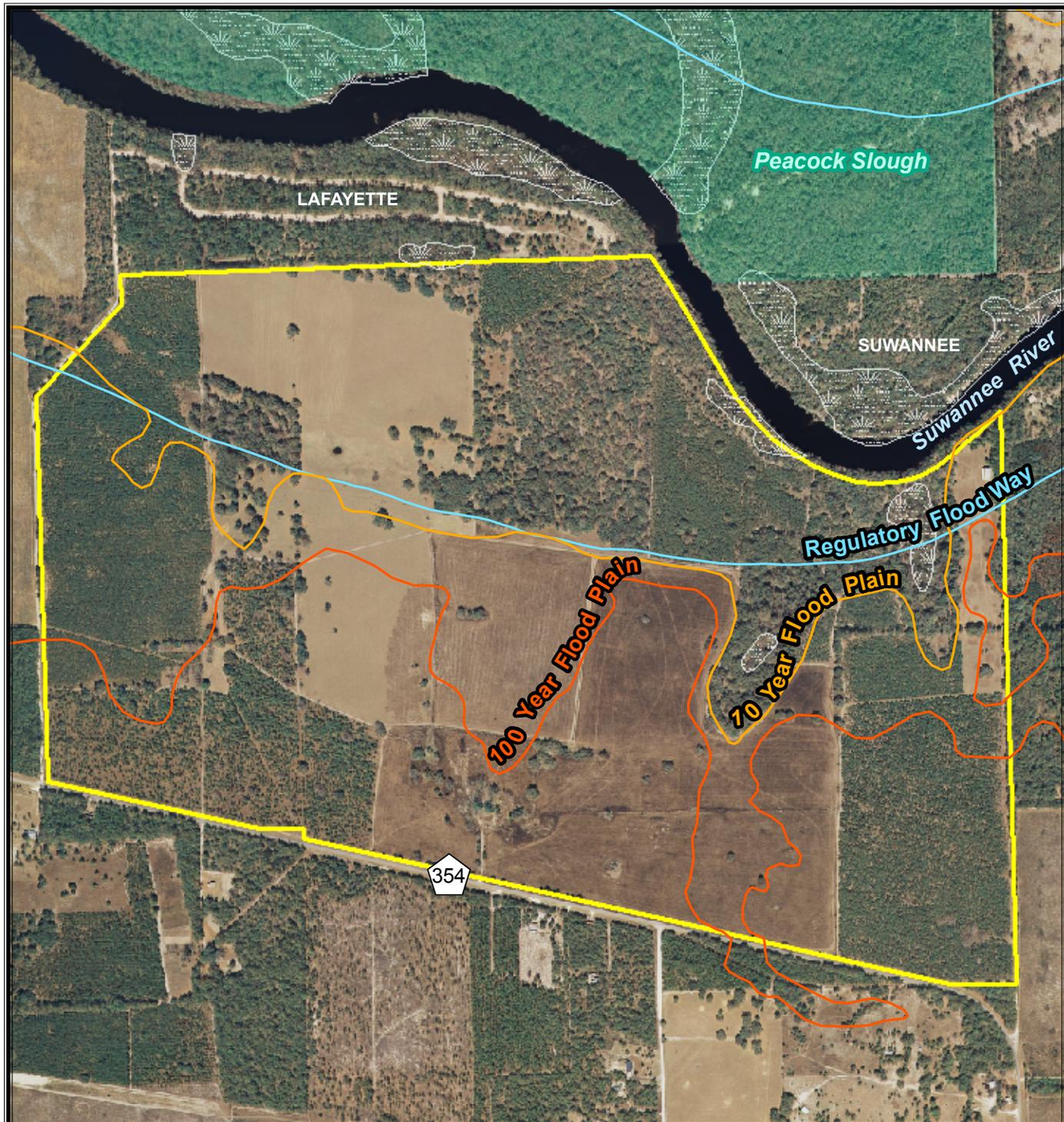
**Suwannee River
Development LLC
Ace Ranch CE
Lafayette County, FL**

-  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)

02/11/10



-  Property Offer Boundary
-  SRWMD Lands
-  Wetlands

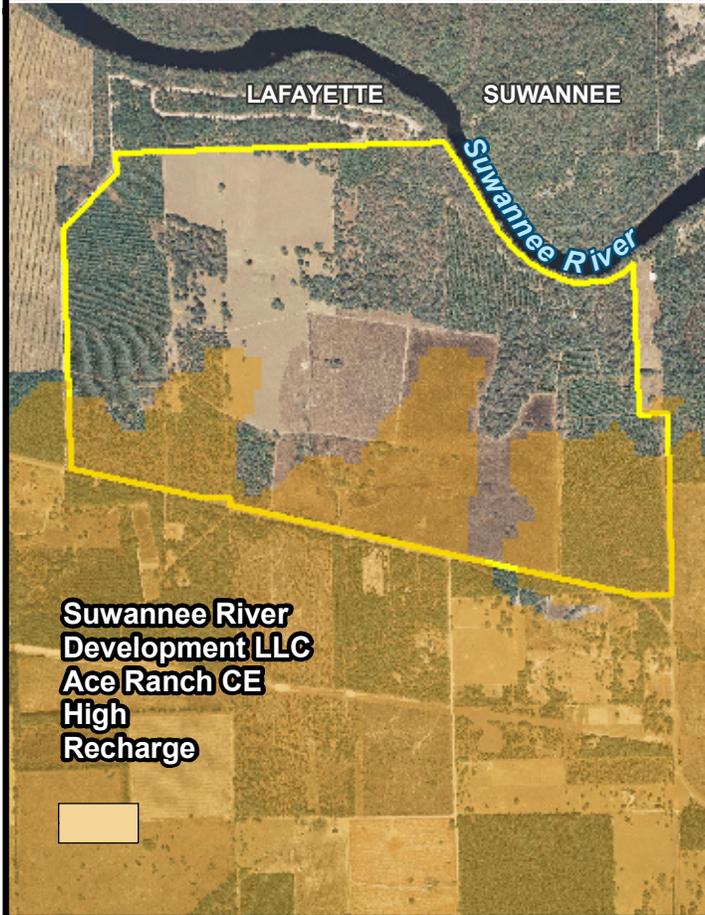
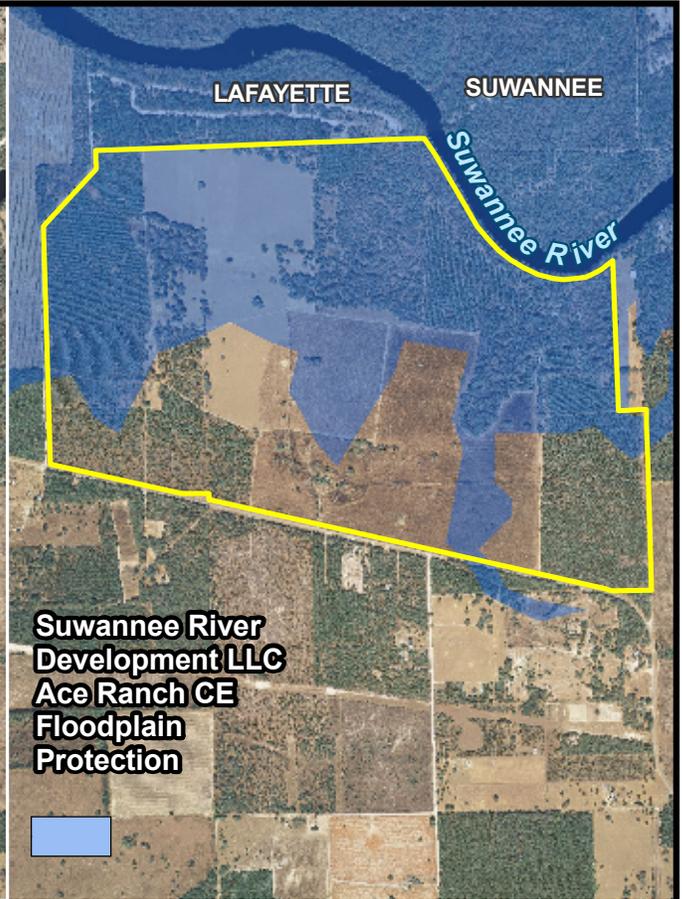
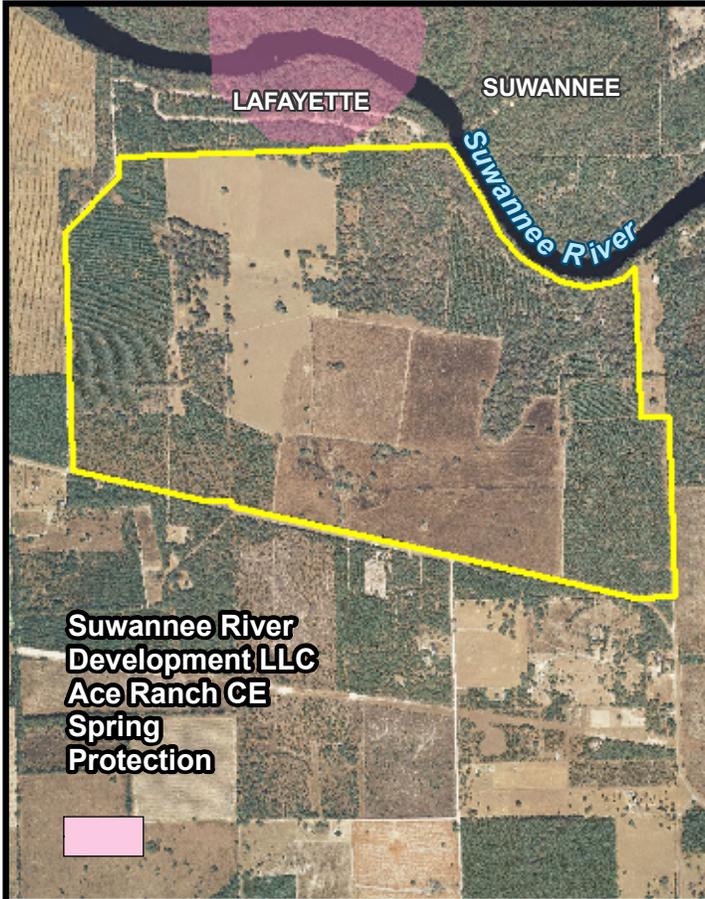


Suwannee River Development LLC
Ace Ranch CE
Lafayette County, FL



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. NC 2007 Lafayette 1FT Imagery.

PM: TD
 GIS: GH
 PD: 02/11/2010



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2010-11

APPROVING THE ACQUISITION OF A CONSERVATION EASEMENT OWNED BY SUWANNEE RIVER DEVELOPMENT LLC, THE EXERCISE OF AN OPTION TO PURCHASE SAID EASEMENT AND THE 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 perpetual conservation easement over lands owned by Suwannee River Development LLC, consisting of approximately 678 acres in Lafayette County, Florida. A legal description and a map of said lands being attached hereto; and

WHEREAS, the purchase price for the conservation easement lands shall be at \$2,285.00 per acre totaling approximately \$1,549,538.00; and

WHEREAS, it is the desire of both Suwannee River Water Management District and Suwannee River Development LLC to close the purchase of the easement by August 31, 2010; and

WHEREAS, these lands will benefit the watershed of the Suwannee River; and

WHEREAS, said lands serve to protect groundwater and surface water, preserve valuable natural resources of the Suwannee River Basin and provide for wildlife habitat and natural community protection; 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 lands are being acquired in less-than-fee simple for water management purposes; and

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

WHEREAS, said lands meet goal (a)(2), acres acquired through the use of alternatives to fee simple acquisition of the Florida Forever Act as described in FS 259.105 (4); and

WHEREAS, said lands will be maintained in an environmentally acceptable manner compatible with the resource values for which acquired and, to the extent practical, in such a way as to restore and protect their natural state and condition; and

WHEREAS, should this District subsequently dispose of said lands, 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 lands have been appraised by two independent real estate appraisers and were approved for acquisition after duly noticed public hearing thereon; and

WHEREAS, the purchase price of the lands to be acquired is less than the average of the two certified appraisals that were used to determine the value of the lands to be purchased; and

WHEREAS, potential claims by the state to sovereignty submerged lands have been considered; and

WHEREAS, an environmental audit shall be performed prior to closing, and before the purchase of any land found to be contaminated a remediation plan will be submitted to the Department; 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 a conservation easement on the described lands owned by Suwannee River Development LLC and its 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 parcel is hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, 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 \$1,549,538.00 for the easement and associated closing costs pending documentation of actual District's direct acquisition costs at a time subsequently requested and documented by District to Department.

PASSED AND ADOPTED THIS 13th DAY OF MAY, 2010 A.D.

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

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
DAVID FLAGG, VICE CHAIRMAN
CARL E. MEECE, SECRETARY/TREASURER
ALPHONAS ALEXANDER
C. LINDEN DAVIDSON
RAY CURTIS
HEATH DAVIS
JAMES L. FRALEIGH
GUY N. WILLIAMS**

ATTEST:

LEGAL DESCRIPTION

SUWANNEE RIVER DEVELOPMENT LLC PROPERTY LAFAYETTE COUNTY, FLORIDA

TOWNSHIP 4 SOUTH, RANGE 12 EAST

- SECTION 29:** The South 200 feet of U.S. Government Lot 6
- SECTION 30:** The South 200 feet of the E1/2 of U.S. Government Lot 6, **LESS** the West 50 feet thereof.
- SECTION 31:** The E3/4 of NE 1/4; and
That part of the E3/4 of N1/2 of SE1/4, lying North of State Road 354,
LESS the following: Commence at the Southwest corner of the E1/2 of NW1/4 of SE1/4; thence N 00°38' W, 390.56 feet to the North right-of-way line of State Road 354 for the Point of Beginning; thence S 76°41' E, 51.08 feet; thence N 00°38' W, 22.34 feet to the North Boundary of Section 31; thence S 88°32' W, 50 feet to the Northwest corner of NE1/4 of NE1/4; thence S 88°51' W, 660.5 feet to the Northwest corner of E1/2 of NW1/4 of NE1/4; thence S 00°38' W, 3569.44 feet to the Point of Beginning.
- SECTION 32:** All that part lying South of Suwannee River, **LESS** those parts of SW1/4 and SE1/4, lying South of State Road 354, and **LESS** the right-of-way for State Road 354.

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made and entered into this _____ day of _____, 2010, by and between **SUWANNEE RIVER DEVELOPMENT, LLC**, a Florida limited liability company, whose State of Florida, Division of Corporations Document Registration Number is L050001606960, having a mailing address of 405 SW 11th Street, Live Oak, Florida 32364 (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 Areas** are those areas within the Conservation Property, which the Grantor retains specific rights to the use thereof.
- D. **Forest Operations Areas/Silviculture** shall mean areas within which forest management and operations are permitted under the Management Plan set forth herein, which are shown in Exhibit "B".
- E. **Farm Operations Areas/Agriculture** shall mean areas within which farm management and operations are permitted under the Farm Plan set forth herein, which are shown in Exhibit "B".
- F. **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 "B".
- G. **BMP** shall mean Best Management Practices

WITNESSETH:

WHEREAS, Grantor is the owner of the Conservation Property located in Lafayette 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 (2009), 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 shall be Special Use Areas, which Special Use Areas are still 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"). 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 of 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 Areas 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. **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 into more than three (3) parcels or tracts of land. 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 Lafayette 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.

- C. **Forest Operations/Silviculture.** Silviculture is permitted, but shall only be conducted on Forest Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest in the Forest Operations Areas. The Grantor may not convert this acreage to a more intensive use than conventional forestry activities would

allow. Unless otherwise defined herein all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect ("BMP Manual").

D. **Forest Management Plan.** A Management Plan shall be prepared by or on behalf of Grantor, its designees or successors within one year of recording of this Conservation Easement. Thereafter, Grantor and Grantee shall meet annually to review the previous twelve (12) months of activity covered in the Management Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor shall revise, if necessary, the Management Plan annually and submit it to the Grantee for approval. The Management Plan shall be in accordance with the BMP Manual for a twenty (20) year term. The Management Plan and future revisions thereto shall describe the current condition and desired future condition of the Conservation Property and shall delineate management actions to be undertaken during the succeeding twenty (20) year period. Every twenty (20) years, the Management Plan shall be revised, if necessary, and a new Management Plan shall be adopted for the next twenty (20) year period. In the event Grantor fails or refuses to submit an annual or twenty (20) year Management Plan, Grantee may develop and prepare a Management Plan and it shall be adopted and complied with by Grantor. Grantee shall have forty-five (45) days from the date of receipt to review the annual and twenty (20) year Management Plan and submit revisions to the Grantor. Grantor must incorporate those revisions, or otherwise correct the Management Plan to the extent necessary to insure that it fully and accurately reflects the provisions of the Easement. Should Grantee not respond to the submitted Management Plan within the forty-five (45) days, it will be presumed that Grantee has approved the Management Plan as submitted. The Management Plan shall specifically address: (a) wetland forest protection, prescribed burning, vegetation management and wildlife management, (b) hunting, (c) silviculture, (d) road use and maintenance, (e) recreational uses, (f) environmental issues, (g) water uses and control and (h) any other significant use of the Conservation Property.

E. **Farm Operations Area/Agriculture.** Agricultural activities are permitted, but shall only be conducted on Farm Operations Areas as shown on Exhibit "B". Grantor may only establish, manage and harvest on the Farm Operations Area. Unless otherwise defined herein all Agriculture operations shall be in compliance with the Conservation Management Plan. Grantor shall be able to keep and maintain existing pasture or may convert the pasture to other Farm

Operations or to Forest Operations Area. The number of horses on Conservation Property shall not exceed 20 horses, or 1 horse per 10 acres of improved pasture, whichever is less. The number of cattle on the Conservation Property shall not exceed 200, or 1 cow/calf unit per 2 acres of improved pasture, whichever is less.

With the consent and approval of Grantee, which may not be be unreasonably withheld and after being furnished with the specifications and location, Grantor shall be authorized to construct a high fence or fences around, through, or across the Conservation Property, specifically for the purpose of enclosing and maintaining a legal and lawful deer preserve as licensed by the State of Florida, which shall be in conjunction with the BMP and only after the consent and approval of Grantee. With the consent of the Grantee and as set forth in the Management Plan, which shall specify the guidelines, requirements, and restrictions for hunting on the Conservation Property and in the deer preserves. So long as Grantor maintains a hunting preserve, Grantor may not keep and maintain on the Conservation Property, horses, cattle, or other livestock.

- F. **Conservation Management Plan.** A Conservation Management Plan shall be prepared by a certified Conservation Planner on behalf of Grantor, its designees or successors prior to the commencement of any new farming operations. Thereafter, Grantor and Grantee shall meet annually to review the previous twelve (12) months activity covered in the Conservation Management Plan as well as activities scheduled for the upcoming twelve (12) months. Grantor shall revise, if necessary, the Conservation Management Plan annually and submit it to the Grantee for approval. In the event the Grantor and Grantee do not agree on the Conservation Management Plan, the Grantor may not continue the farm operations until a Conservation Management Plan is acceptable to both parties. The Conservation Management Plan shall be in accordance with the United States Department of Agriculture, Natural Resource Conservation Service, Conservation Plan specifications.
- G. **Dwelling and Outbuildings.** Grantor shall have the right to construct and maintain three (3) single family dwellings ("New Dwelling" or "New Dwellings"), and three (3) appurtenant outbuildings ("Outbuildings") for storage and barn. The New Dwellings 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 New Dwellings and Outbuildings on two dwelling sites ("New Dwelling Sites") may not exceed 15,000 square feet. The New Dwelling Sites shall consist of a total of three five (5) acre sites located by the Grantor, the locations being subject to the Grantees written approval. The New Dwelling Sites may not be located in the Protected Areas.

Grantor shall have the right to construct and maintain recreational facilities specifically only designed for youth and scouting purposes, whether public or private. The design, size, location and intended purposes subject to the Grantees written approval. Grantor may use the Conservation Property for hiking, camping, swimming, scuba diving, canoeing, orienteering, hunting or other lawful activities that would allow access in or through protected areas, so long as such use does not harm the value, character and ecological integrity of the Conservation Property. Such activities shall be for the purpose of promoting youth outdoor skills, knowledge, and interaction with the environment native to North Florida.

H. **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.

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 it's 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 on the Conservation Property, 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 (2009) 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: Suwannee River Development, LLC
J. Brent Wainwright
405 SW 11th Street
Live Oak, Florida 32340
Telephone: (386) 590-6783
Facsimile: (386) 362-6954

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 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 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 has hereunto set its hand and seal the date and year first hereinabove written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

SUWANNEE RIVER DEVELOPMENT,
LLC, a Florida limited liability company

Print Name: _____

By: _____
J. Brent Wainwright
Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by J. Brent Wainwright as Manager of Suwannee River Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me, or who produced _____, as identification.

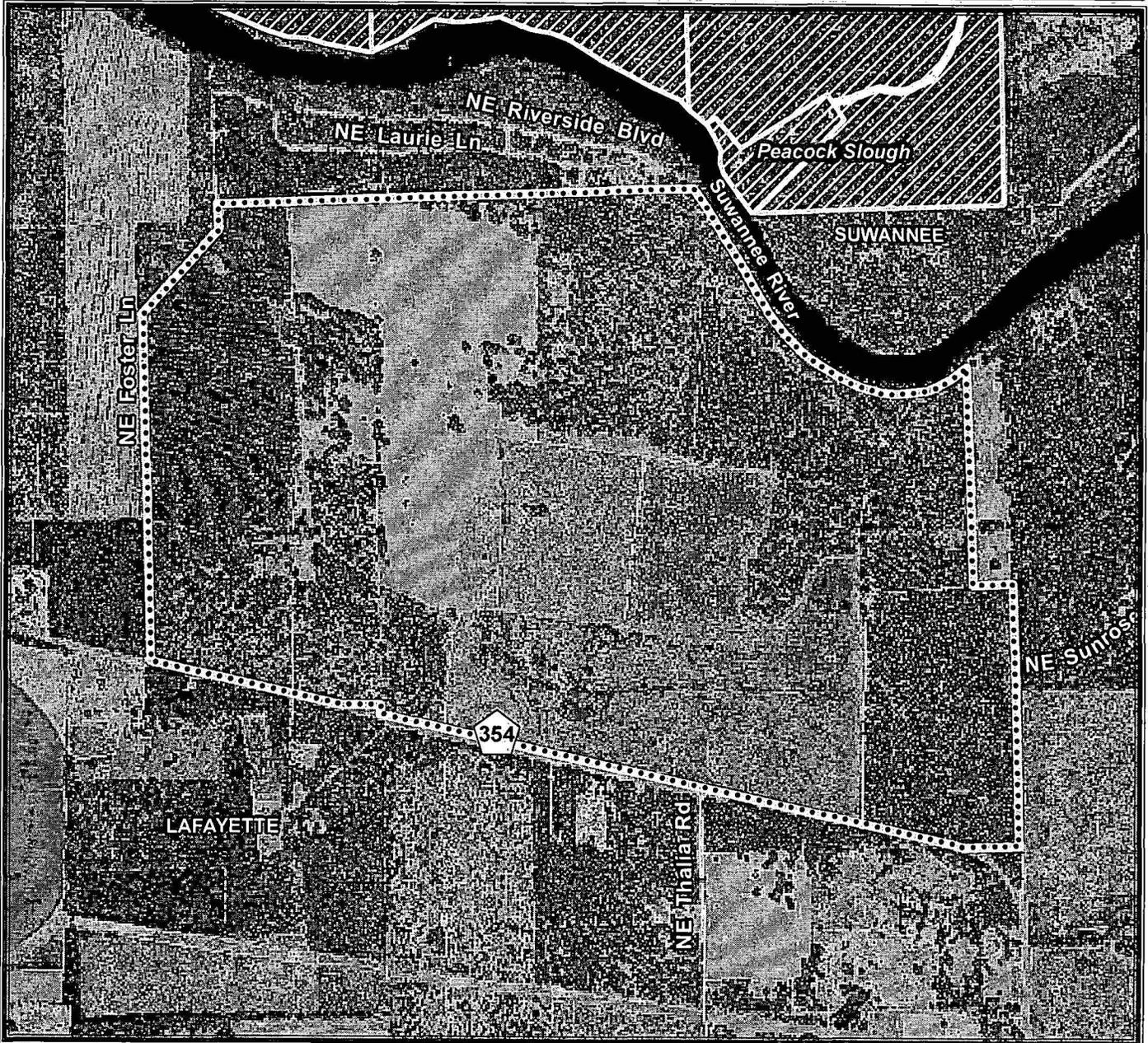
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

TOWNSHIP 4 SOUTH, RANGE 12 EAST

- SECTION 29:** The South 200 feet of U.S. Government Lot 6.
- SECTION 30:** The South 200 feet of the E $\frac{1}{2}$ of U.S. Government Lot 6, **LESS** the West 50 feet thereof.
- SECTION 31:** The E $\frac{3}{4}$ of NE $\frac{1}{4}$; and
That part of the E $\frac{3}{4}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$, lying North of State Road 354, **LESS** the following: Commence at the Southwest corner of the E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence N 00°38' W, 390.56 feet to the North right-of-way line of State Road 354 for the Point of Beginning; thence S 76°41' E, 51.08 feet; thence N 00°38' W, 22.34 feet to the North Boundary of Section 31; thence S 88°32' W, 50 feet to the Northwest corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; thence S 88°51' W, 660.5 feet to the Northwest corner of E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence S 00°38' W, 3569.44 feet to the Point of Beginning.
- SECTION 32:** All that part lying South of the Suwannee River, **LESS** those parts of SW $\frac{1}{4}$ and SE $\frac{1}{4}$, lying South of State Road 354, and **LESS** the right-of-way for State Road 354.

Suwannee River Development LLC - Ace Ranch CE



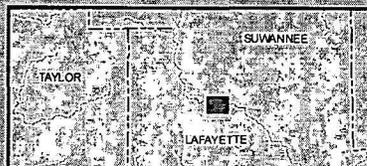
Property Boundary



SRWMD Lands



Exhibit A 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, GISADMIN.LAF@FTB.W07.

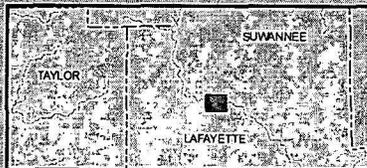
PH: TD
GIS: GH
PD: 12/31/09

Suwannee River Development LLC - Ace Ranch CE



-  Forest Operations (FO) /Silviculture Areas
-  Farm Operations (FOA) /Agriculture Areas
-  Protected Areas (PA)
-  SRWMD Lands

Exhibit B 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. GISADMIN.LAF1FTBW07

PM: TD
GS: GH
FO:12/31/09

MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resources Manager *BA*

THRU: David Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*

DATE: April 16, 2010

RE: License to Cut Timber with North Florida Timber Dealers, Inc., for the Westwoods #2 Timber Sale

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with North Florida Timber Dealers, Inc., for the Westwoods #2 Timber Sale on Twin Rivers State Forest. North Florida Timber Dealers, Inc., bid \$309,850 for all planted sand pine on 198 acres.

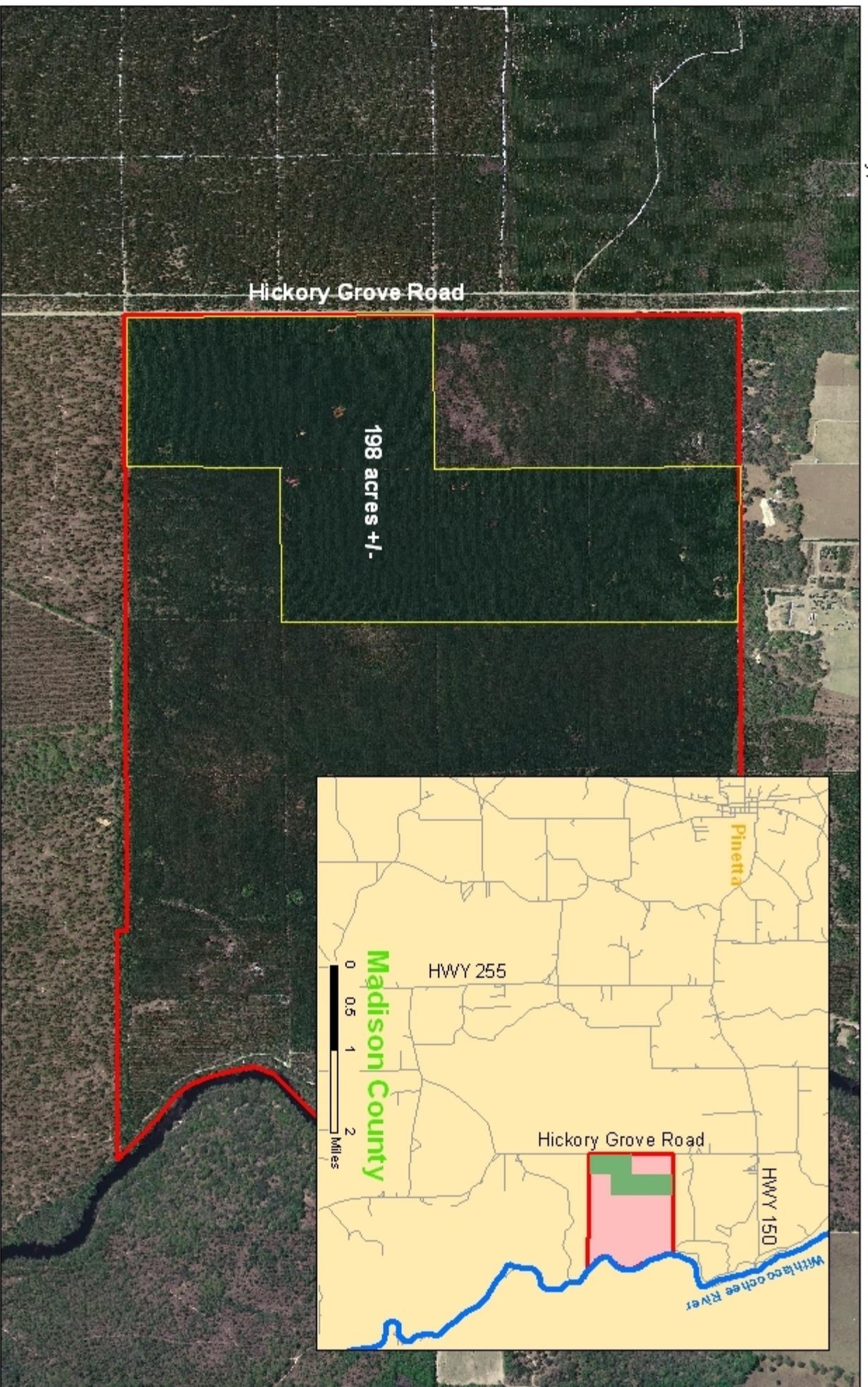
BACKGROUND

Staff advertised a request for bids for the Westwoods #2 Timber Sale on March 18, 2010. This is a clearcut harvest on approximately 198 acres of sand pine plantation located in Madison County. It is a lump sum sale and would be a twelve-month contract.

Four responses were received by April 12, 2010, as listed below. The high bid equates to \$12.66 per ton of timber harvested.

<u>Company Name</u>	<u>Lump Sum Bid</u>
North Florida Timber Dealers, Inc.	\$309,850.00
Greenville Timber Corp.	\$305,026.18
Big Bend Timber Services	\$270,050.00
Suwannee Lumber Co.	\$255,172.00

gal
cc: Charlie Houder

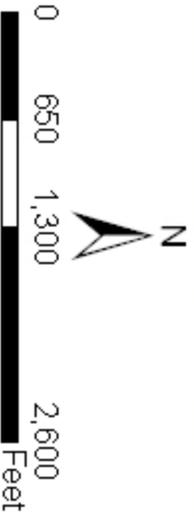


 Westwood West Tract

 Clearcut Boundary - 198 acres +/-

Disclaimer

This map is the product of the Florida Division of Forestry. No warranties are provided for data therein, its use, or its interpretation.



Twin Rivers State Forest

7620 133rd Road
Live Oak, FL 32060
(386) 208-1460
(386) 362-5551



MEMORANDUM

TO: Governing Board

FROM: Joe Flanagan, Director of Land Acquisition and Management 

THRU: David Still, Executive Director 

DATE: April 26, 2010

SUBJECT: Surplus Land Process

RECOMMENDATION

Staff requests approval of the proposed process for conducting the sale of surplus lands.

BACKGROUND

At Governing Board direction, staff has been reviewing District ownership to determine properties not needed for conservation purposes. These properties are then presented to the Board for approval as surplus.

In order to streamline the District's effort to dispose of these surplus lands, staff proposes that when lands are declared surplus, authorization is also granted to

1. Conduct appraisals on the properties,
2. Contract with qualified surveyors if the need arises to prepare legal descriptions, and
3. Contract with qualified real estate brokers for marketing the properties.

After successful negotiations, the Governing Board will have the opportunity to review and approve each sale as acceptable offers are received.

gal
cc: Charlie Houlder

MEMORANDUM

TO: Governing Board

FROM: Joe Flanagan, Director of Land Acquisition and Management 

THRU: David Still, Executive Director 

DATE: April 26, 2010

RE: Contract for Real Estate Broker Services

RECOMMENDATION

Staff recommends entering into contract with Poole Realty Inc. for Real Estate Broker Services for listing and sale of the Bay Creek South, Owens Spring, Westwood West and Blue Sink surplus tracts for a commission not to exceed six percent of the sales price.

BACKGROUND

In September 2009 staff advertised Request for Proposals (RFP) 08/09-119 LM for real estate broker services to list the house and ten acres in Hamilton County purchased from Albert and Jessie Wooten. Of the four proposals received in response to the RFP, the selection committee ranked Ronnie Poole of Poole Realty Inc. as number one. The Governing Board subsequently approved contracting with Mr. Poole, and staff has been working with him towards the sale of this property.

Mr. Poole and his staff have been very cooperative and diligent in working with the District in this sale. Staff therefore recommends contracting with Poole Realty Inc. for Real Estate Broker Services for the listing and sale of the Bay Creek South, Owens Spring, Westwood West and Blue Sink surplus tracts.

A new RFP is being prepared for the purpose of selecting real estate brokers to provide services to the District in the listing and sale of properties that may be declared surplus by the Governing Board in the future.

gal

cc: Charlie Houder

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator 

THRU: David Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 

DATE: April 20, 2010

SUBJECT: Declaration of Surplus Properties

RECOMMENDATION

There is no recommendation at this time.

BACKGROUND

As part of the District's effort to dispose of property not needed for conservation purposes, staff has been meeting with Governing Board's Lands Committee to select lands for surplus. Staff plans to meet with the committee, comprised of Carl Meece, David Flagg and Ray Curtis, on May 6 to finalize a list of properties to be presented to the Governing Board for approval to surplus at the May 13 meeting. Parcel locations, acreages and other information will be provided to the Board prior to the May 13 meeting.

gal
cc: Charlie Houder

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator 

THRU: David Still, Executive Director 
Joe Flanagan, Director of Land Acquisition and Management 

DATE: April 16, 2010

RE: Modification to the Conservation Easement with Plum Creek
Timberlands, L.P.

RECOMMENDATION

Staff requests approval and execution of an amendment to modify the conservation easement with Plum Creek Timberlands, L.P.

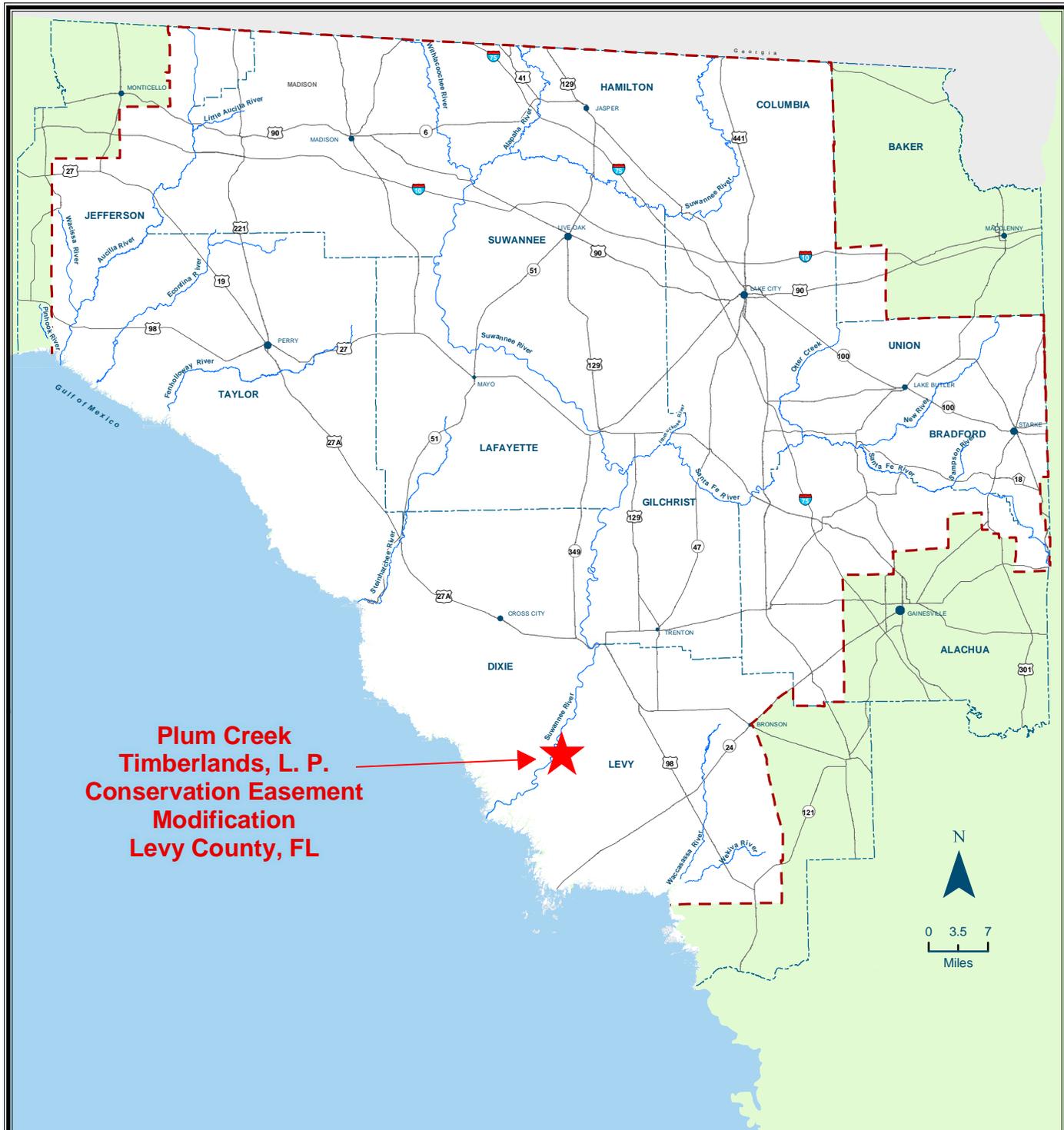
BACKGROUND

Fowler's Bluff Water System Association, Inc. (Association) has received grant funds to replace their outdated and inefficient wastewater treatment and distribution system. The Association has obtained an agreement with Plum Creek Timberlands, L.P. (Plum Creek) to purchase a 10-acre spray field, together with an access easement from C.R. 347 to the 10-acre parcel. This would allow for expansion or replacement of the current system further out from the 100-year floodplain.

The 10-acre parcel is part of a 12,797-acre conservation easement bought by the District from Plum Creek in March 2002. In order to use the designated area for a spray field, the Association and Plum Creek have petitioned the District to exclude the 10-acre parcel from the conservation easement and to authorize an access easement across the existing Plum Creek conservation easement lands. Moving the current wastewater facilities to this location will provide greater protection of the Suwannee River and its floodplain, providing a net positive benefit to the river.

Staff is working with District legal counsel to prepare this modification to the existing conservation easement and will provide the document for your review prior to the May 13 Board meeting. This modification would not count as one of the five subdivision splits granted to Plum Creek in the conservation easement.

gal
020-00021



**Plum Creek
Timberlands, L. P.
Conservation Easement
Modification
Levy County, FL**

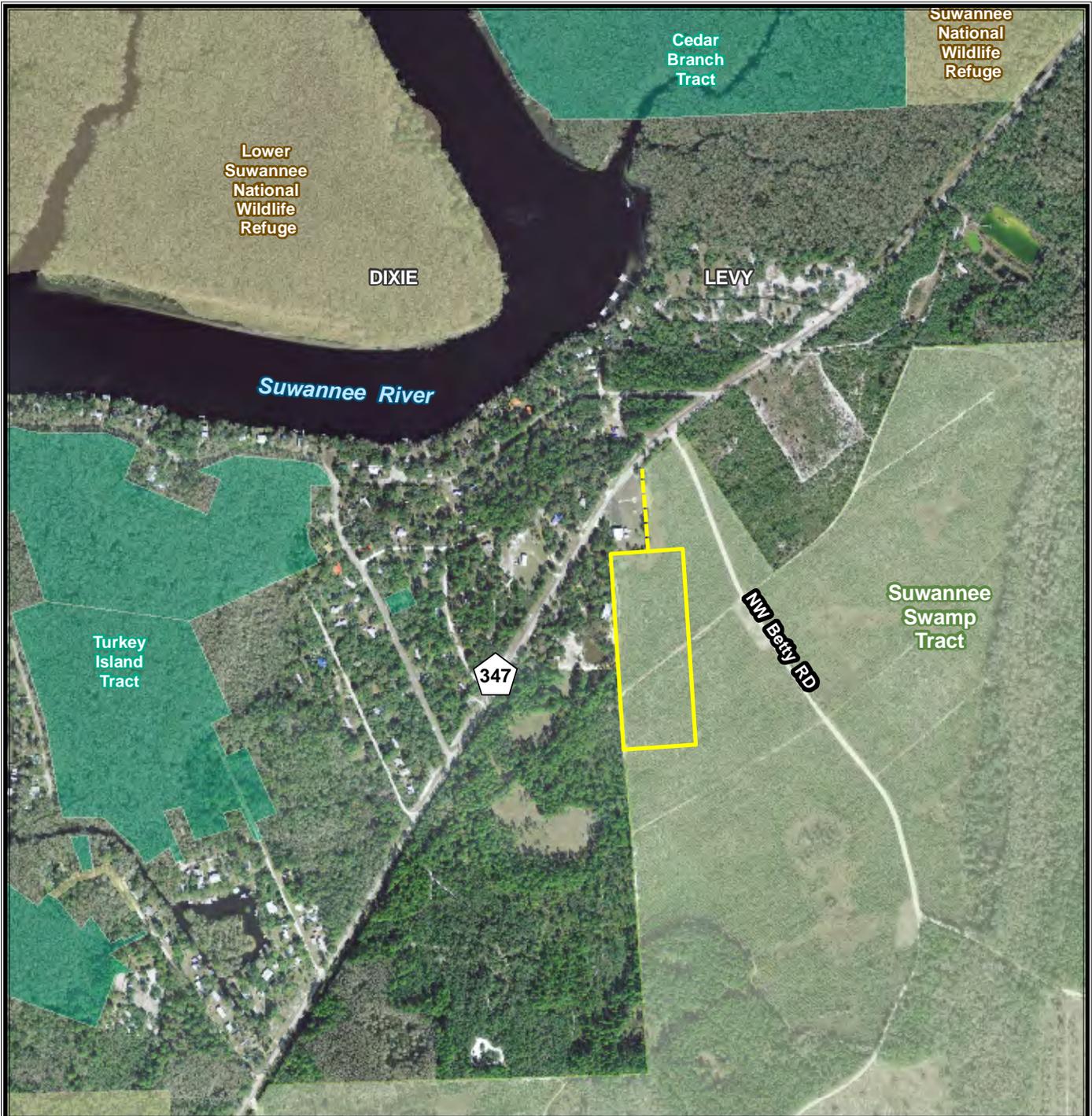


-  SRWMD Boundary
-  Project Location



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)

04/20/10



Plum Creek Timberlands, L. P.
 Conservation Easement Modification
 Levy County, FL

-  Potential Sprayfield and access
-  SRWMD CE Land
-  SRWMD Fee Land



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: TD
 GIS: GBH
 PD: 04/16/2010

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resource Manager
THRU: David Still, Executive Director *CA for*
Joe Flanagan, Director of Land Acquisition and Management *JF*
DATE: April 15, 2010
RE: Amendment to the Agreement with Perpetual Contracting, Inc. for Land Management Services for Fiscal Year 2010

RECOMMENDATION

Staff recommends authorization for the Executive Director to execute an amendment to the agreement with Perpetual Contracting, Inc. for Land Management Services for Fiscal Year 2010. This contract amendment would add \$50,000 for a new amount not to exceed \$206,000 in FY 2010.

BACKGROUND

Due to wet conditions in January, February and March, Perpetual has been tasked with road repairs in Mallory Swamp. The magnitude of the repairs exceeds the contract amount. There are about three weeks of operations left under the current funding. This amendment would allow an additional two months of repairs on Steinhatchee Springs, Mallory Swamp, Lamont and Otter Springs.

Perpetual Contracting, Inc. provides road maintenance and construction services in the District. These services include grading, road improvements, installation of culverts and low water crossings for hydrologic enhancements and hauling fill and rock. Perpetual will also be involved in recreation improvements on public roads and parking lots.

Funding for this contract amendment would come from accumulated timber sale proceeds.

gal
cc: Charlie Houder
08/09-007

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
THRU: David Still, Executive Director *OH. For*
Joe Flanagan, Director of Land Acquisition and Management *JF*
DATE: April 15, 2010
RE: Increase to Budget for Rock Aggregate

RECOMMENDATION

Staff recommends the Governing Board authorize staff to purchase rock and fill aggregate on an as-needed basis from the least-cost Department of Transportation-certified mine near the project site for an amended total for FY 2010 not to exceed \$95,000.

BACKGROUND

Wet conditions from October through March, coinciding with hunting season, have led to many roads being damaged. Over \$57,000 in equipment and \$28,000 of fill materials has been spent on roads in Mallory Swamp on unplanned repairs. Additional work remains in Mallory Swamp, Steinhatchee Springs, Lamont and Otter Springs.

This amended spending authority would allow staff to continue to repair roads during the summer months before the high public use occurs next fall. This funding should last for approximately three months or early September 2010.

District procedures specify that limerock and fill material associated with road construction and maintenance, ditch blocks, culvert installations etc. will be procured on a low quote basis for aggregate. The quotes for material will be documented in written responses from the mines in proximity to the job site.

Funding for this additional authority will come from accumulated timber sale proceeds.

gal
cc: Charlie Houder

MEMORANDUM

TO: Governing Board

FROM: Gwen Lord, Business Resource Specialist

THRU: David Still, Executive Director DS
Joe Flanagan, Director of Land Acquisition and Management JF

DATE: April 20, 2010

RE: Consideration of Resolution 2010-10 Requesting Reimbursement of
Preacquisition Costs and Land Management Expenses for the Quarter
Ending March 31, 2010

RECOMMENDATION

Staff recommends approval and execution of Resolution 2010-10, requesting the Department of Environmental Protection reimburse the District from the Water Management Lands Trust Fund (WMLTF) for preacquisition costs in the amount of \$81,452.51 and quarterly land management expenses in the amount of \$1,037,510.13 expended during the quarter ending March 31, 2010.

BACKGROUND

Section 373.59, F.S., allows the payment of preacquisition and land management costs from the WMLTF. Staff prepares quarterly reimbursement requests for costs associated with the District's activities.

Preacquisition costs cover most expenditures involving program administration and parcel-specific costs incurred prior to execution of a purchase agreement. Direct acquisition costs, including land costs, surveys, appraisals, and legal fees are either requested at the time of contract execution or are reconciled with preacquisition funding after the closing of each particular transaction. Preacquisition costs for the last quarter totaled \$81,452.51.

Land management costs for the same period totaled \$1,037,510.13. The largest share of this amount was for contractual services, which included site preparation, recreation facilities' construction, and forest management agreements.

gal
003-00100

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2010-10

**RESOLUTION REQUESTING RELEASE OF FUNDS
FROM THE WATER MANAGEMENT LANDS TRUST FUND
FOR REIMBURSEMENT OF PREACQUISITION COSTS AND
FOR MANAGEMENT, MAINTENANCE, AND CAPITAL
IMPROVEMENTS EXPENSES**

WHEREAS, the Suwannee River Water Management District has expended funds for certain costs in the acquisition of fee or other legal interest in lands necessary to carry out the five-year plan of acquisition filed with the Legislature and the Florida Department of Environmental Protection and consistent with Section 373.59, Florida Statutes (F.S.); and

WHEREAS, prior to acquisition, said lands will be appraised by at least one independent real estate appraiser, and were approved for acquisition after duly noticed public hearing thereon; and

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

WHEREAS, the acquisition of said lands has required the evaluations, negotiations, or closings for lands, including those specific projects listed on the Acquisition Summary attached hereto; and

WHEREAS, upon acquisition, said lands are made available for general recreational uses not inconsistent with the water management purposes for which they are being acquired; and

WHEREAS, upon acquisition, said lands are maintained in an environmentally acceptable manner, and to the extent practical, in such a way as to restore and protect their natural state and condition; and

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

WHEREAS, the Suwannee River Water Management District has expended funds and committed funds for management, maintenance, and capital improvements to land acquired with moneys from the Water Management Lands Trust Fund; and,

WHEREAS, said committed funds were used, consistent with Chapter 373.59, F.S., to develop management plans which include an evaluation of the resource value, environmental sensitivity, and recreational suitability of these lands; and,

WHEREAS, moneys expended for field equipment are for equipment whose sole use shall be on District's Save Our Rivers Lands; and,

WHEREAS, the requested funds are within the 2010 Fiscal Year Budget for preacquisition costs and management costs; and,

WHEREAS, any revenues generated from the management of these lands shall be used for management, maintenance, and capital improvements of said lands; and,

WHEREAS, District desires to be reimbursed for District's moneys so expended or committed; and,

WHEREAS, the specific acquisition costs are set forth in attachments to this resolution showing expenditures and commitments from January 1, 2010, through March 31, 2010, in the amount of \$81,452.51, and

WHEREAS, the specific commitments and expenditures for said management, maintenance, and capital improvements are set forth in attachments to this resolution showing expenditures and commitments from January 1, 2010, through March 31, 2010, in the amount of \$1,037,510.13.

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

(1) The above statements are hereby certified and declared to be true and correct.

(2) District hereby requests the Secretary of the Department of Environmental Protection to release from the Water Management Lands Trust Fund to District the sum of \$81,452.51 for District's acquisition costs necessary to carry out the five-year plan of acquisition.

(3) District hereby requests the Secretary of the Department of Environmental Protection to release from the Water Management Lands Trust Fund the sum of \$1,037,510.13 for District's expenditures for management, maintenance, and capital improvements of lands previously acquired under Water Management Lands Trust Fund as specifically set forth in the attachments to this resolution.

PASSED AND ADOPTED THIS 13th DAY OF MAY 2010, A.D.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

MEMBERS OF THE BOARD:

DON QUINCEY, CHAIRMAN
DAVID FLAGG, VICE CHAIRMAN
CARL E. MEECE, SECRETARY/TREASURER
ALPHONAS ALEXANDER
C. LINDEN DAVIDSON
RAY CURTIS
HEATH DAVIS
JAMES L. FRALEIGH
GUY N. WILLIAMS

ATTEST:

MANAGEMENT COSTS FOR THE QUARTER ENDED MARCH 31, 2010

Staff Salaries - Land Acquisition	\$120,001.03
Insurance	\$13,988.10
Retirement	\$12,186.05
FICA	\$8,798.91
TOTAL SALARIES & BENEFITS	\$154,974.09
Other Personal Services	\$1,207.50
Legal Services	\$1,750.50
Audit Services	\$5,000.00
Contractual Services	\$805,439.35
TOTAL OTHER PERSONAL SERVICES	\$813,397.35
Payments In Lieu Of Taxes	\$0.00
Printing & Binding	\$260.52
Publication of Notices	\$340.04
Postage	\$0.00
Meetings	\$250.00
Registrations & Training	\$662.00
Travel	\$583.98
Utilities	\$1,144.92
Communications	\$342.19
Vehicle Maintenance	\$0.00
Facilities Maintenance	\$633.94
Equipment Maintenance	\$1,163.14
Field Supplies	\$41,516.07
Office Supplies	\$0.00
Computer Supplies	\$0.00
Fuel & Lubricants	\$0.00
Maps & Aerials	\$0.00
Books & Documents	\$42.55
Non-Capital Land Improvements	\$0.00
Photographic Supplies	\$0.00
Property & Casualty Ins	\$0.00
Fees & Permits	\$120.50
Other Current Charges	\$0.00
TOTAL EXPENSES	\$47,059.85
Office Equipment	\$0.00
Computer Equipment	\$0.00
Mobile Equipment	\$0.00
Field Equipment	\$0.00
TOTAL OPERATING CAPITAL OUTLAY	\$0.00
Construction	\$0.00
Land Improvements	\$0.00
TOTAL OPERATING CAPITAL OUTLAY	\$0.00
Interagency Expenditures	\$22,078.84
TOTAL INTERAGENCY EXPENDITURES	\$22,078.84
TOTAL MANAGEMENT COSTS	\$1,037,510.13

PRE-ACQUISITION COSTS FOR THE QUARTER ENDED MARCH 31, 2010

Staff Salaries - Land Acquisition	\$49,990.73
Insurance	\$6,241.87
Retirement	\$5,116.56
FICA	\$3,702.91
TOTAL SALARIES & BENEFITS	\$65,052.07
Other Personal Services	\$0.00
Legal services	\$7,999.44
Contractual Services	\$8,300.00
TOTAL OTHER PERSONAL SERVICES	\$16,299.44
Printing & Binding	\$0.00
Publication of Notices	\$0.00
Postage	\$0.00
Meetings	\$0.00
Registrations & Training	\$0.00
Travel	\$101.00
Utilities	\$0.00
Communications	\$0.00
Vehicle Maintenance	\$0.00
Facilities Maintenance	\$0.00
Equipment Maintenance	\$0.00
Field Supplies	\$0.00
Office Supplies	\$0.00
Computer Supplies	\$0.00
Fuel & Lubricants	\$0.00
Maps & Aerials	\$0.00
Books & Documents	\$0.00
Non-Capital Land Improvements	\$0.00
Photographic Supplies	\$0.00
Graphic Arts Supplies	\$0.00
Office Support Equipment	\$0.00
Other Commodities	\$0.00
Computer Software	\$0.00
Equipment Rental	\$0.00
Fees & Permits	\$0.00
Other Current Charges	\$0.00
TOTAL EXPENSES	\$101.00
Office Equipment	\$0.00
Mobile Equipment	\$0.00
Field Equipment	\$0.00
TOTAL OPERATING CAPITAL OUTLAY	\$0.00
Land Improvements	\$0.00
TOTAL OPERATING CAPITAL OUTLAY	\$0.00
Interagency Expenditures	\$0.00
TOTAL INTERAGENCY EXPENDITURES	\$0.00
TOTAL PRE-ACQUISITION COSTS	\$81,452.51

MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Sr. Land Resource Coordinator *TED*

THRU: David Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*

DATE: April 20, 2010

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 May 13, 2010, Governing Board meeting.

gal
cc: Charlie Houder
007-00035

PROJECTS UNDER CONTRACT	STATUS
Dixie County/Guaranto Springs Addition 17 acres and 0.7 acres	Closing took place on April 19, 2010.
Jackson, Kevin & Patrice/ Jackson CE Lafayette County 150 acres +/-	This property was approved for purchase on April 13, 2010. Requests for bids for survey and environmental audit have been advertised. Closing should take place by June 30, 2010.
N.G. Wade Investment Co./ Gilchrist Regional Wellfield Gilchrist County 105 acres +/-	This property was approved for acquisition on April 13, 2010. Requests for bids for survey and environmental audit have been advertised. Closing is to take place by July 31, 2010
Osceola Land & Timber/ Santa Fe CE Alachua County 463 acres +/-	This property was approved for purchase on April 13, 2010. The Alachua County Board of County Commissioners is scheduled to approve the joint purchase for their 25% participation on April 27, 2010. A request for bids for survey work has been advertised. Closing is scheduled for June 30, 2010.
APPROVED PROJECTS	STATUS
Guerry, Brian Surplus Property Exchange Columbia County	Timber appraisals are complete, and land appraisals will be reviewed by our independent review appraiser Michael Candler on April 23, 2010.
Sante Fe River Hammock LLC/ Santa Fe River Hammock CE Bradford County 176 acres +/-	Terms of a conservation easement have been agreed to with the landowner, and legal counsel has finalized the conservation easement document. Appraisals and reviews were completed on April 5, 2010.

MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Senior Land Resources Manager

THRU: David A Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*

DATE: April 20, 2010

SUBJECT: Land Management Activity Report

REAL PROPERTY MANAGEMENT

Annual reviews of the following conservation easements were conducted. All areas were found to be in compliance with the conservation easement documents.

- Moore/Aucilla River Conservation Easement in Jefferson County
- Dixie Plantation Conservation Easement in Jefferson County
- Jennings Bluff Conservation Easement in Hamilton County

Discussions have been taking place with Lake City Community College (LCCC) regarding the use of a small portion of the Lake City Wellfield property for educational and research opportunities. The property under consideration is adjacent to the LCCC campus.

An offer of \$80,000 was received for the house and ten acres in Hamilton County declared as surplus. The Governing Board will be asked to accept this offer in May 2010 with the provision that another, higher offer may be accepted. This sale is being advertised in the Jasper News as required by Florida Statutes. If no higher offers are extended the anticipated closing date is June 1, 2010.

VISITOR MANAGEMENT

A meeting with Levy County staff was held to discuss the management of Devils Hammock. This meeting is held annually to discuss management objectives and activities.

The District, Suwannee River Wilderness Trail, and Current Problems are planning The Great Suwannee River Cleanup. This will be a cleanup of litter and debris along the banks of the Suwannee River from Roline Boat Ramp to the town of Suwannee. Volunteer groups will be enlisted to take a section of the river to clean up in the months of September, October and November.

A presentation on "Tales of the Great Outdoors" was given to the Live Oak Garden Club by Edwin McCook. Edwin also presented a program on the Suwannee River and the history of Suwannee Springs to an Elderhostel group at Camp Weed.

The following table shows Special Use Authorizations issued during the last month:

Recreation	Temporary Ingress & Egress	Mallory Swamp ATV Trail	RO Ranch	Goose Pasture Camping	Other	Total
16	2	0	0	0	1	19

The following table shows Suwannee River Wilderness Trail use during the last month.

River Camp	Day Users	Overnight Users	Total
Woods Ferry		168	168
Holton Creek		273	273
Dowling Park		157	157
Peacock Slough	40	63	103
Adams Tract	35	67	102
Total	75	728	803

PREScribed FIRE MANAGEMENT

Summary Table FY 2010

	2010 Target Acres	Acres Complete
SRWMD	8,500	10,110
DOF TRSF	2,000	3,812
TOTAL	10,500	13,922

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include: B&B Dugger (B&BD), Natural Resources Planning Service (NRPS), The Forestry Company (TFC) and Wildland Fire Services (WFS). Also included are the acres the Florida Division of Forestry burns on Twin Rivers State Forest (DOF TRSF). The Florida Division of Forestry (DOF COOP) will provide additional crews to burn on District tracts. District staff will also be conducting burns when possible.

Activity Table (March 2010)

		WFS	NRPS	TFC	B&BD	SRWMD STAFF	DOF COOP	DOF TRSF	Total Acres
TRACT	COUNTY								
Ellaville	Madison							318	318
Cabbage Creek	Taylor				88				88
Shady Grove	Taylor			396					396
Steinhatchee Falls	Dixie		105						105
Steinhatchee Rise	Dixie		230						230
Steinhatchee Springs	Lafayette	461	65				556		1,082
White Springs	Hamilton		27						27
Little River	Suwannee		42						42
<i>Sub-total for Period</i>		461	469	396	88	0	556	318	2,288
<i>Previous Acres Burned</i>		4,098	1,351	775	1,916	0	1,159	2,335	11,634
FY 2010 Total Acres		4,559	1,820	1,171	2,004	0	1,715	2,653	13,922

In March, persistent precipitation combined with sufficient drying continued to provide burn managers with good burning conditions and allowed them to further exceed their 2010 target acreage. As we move into the growing season, crews will focus more on upland sandy sites with low fuels levels to help promote the growth of grasses and forbs and inhibit hardwood encroachment. Mallory Swamp will also be targeted for increased burning activity to reduce high fuel levels. Although conditions in Mallory Swamp continue to be wet, activity on this tract is expected to increase in spring and summer as conditions dry out.

gal

cc: Charlie Houder

MEMORANDUM

TO: Governing Board
FROM: Brian Kauffman, Facilities Director
THRU: David Still, Executive Director *DS*
Joe Flanagan, Director of Land Acquisition and Management *JF*
DATE: April 20, 2010
RE: R. O. Ranch Equestrian Park Monthly Activity Report

The R. O. Ranch Board of Directors held a workshop on April 1 at District headquarters in Live Oak to discuss park operations after the new facilities are complete. The regularly-scheduled Board of Directors meeting was held immediately following the workshop.

The Suwannee River Water Management District's Governing Board approved staff recommendation to rank American Tower Incorporated's cell tower proposal as number one at their April 13 meeting. Staff has scheduled a meeting with American Tower on April 23 to review the details of their proposal and contract.

The Visitor/Education center is 60% complete. Masons have finished laying the rock on the outside of the fireplace, and hardi-board siding has been installed on the large dormers. The steel roofing should start this week. The building is on schedule to be completed in June.

Plans for the campground bathhouse are currently under review by the Lafayette County Building Inspector. Approval is expected within the next couple of weeks.

Permits to build a multi-use trail across the Steinhatchee River at the southern end of the park were received from the Department of Environmental Protection. The new trail crossing will enable the public to travel between the park and the Steinhatchee Wildlife Management Area without going out on the county roads. Construction is scheduled to start in the fall.

The District's inmate crew worked several days this month building new fences and installing new landscaping around the rental house at the park. They also spent several days at the District's office in Live Oak helping other departments maintain the landscaping around the office and moving furniture and files.

gal
cc: Charlie Houser
023-00010