

Suwannee River Water Management District

Governing Board Materials

## Land Acquisition and Management

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Director of Land Acquisition  
and Management

Assistant Executive Director

Executive Director

MEMORANDUM

TO: Governing Board  
FROM: Richard Rocco, Real Estate Coordinator  
THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
DATE: August 9, 2010  
RE: Approval and Execution of Resolution 2010-17 Authorizing Acquisition of the Sante Fe River Hammock, LLC/Santa Fe River Hammock Conservation Easement, and the Use of Preservation 2000 Funds for this Purchase

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2010-17 authorizing the Executive Director to exercise an Option to Purchase a conservation easement on the 168-acre ± Sante Fe River Hammock, LLC, property in Bradford County and authorizing approval of Preservation 2000 resale funds for this purchase.

BACKGROUND

**In accordance with Florida Statutes a public hearing is scheduled for September 14, 2010, to take comments on the proposed acquisition of a conservation easement over approximately 168 acres in Bradford County for groundwater and surfacewater protection purposes.** The Bradford County Commission has been notified of this hearing.

Principals of Sante Fe River Hammock, LLC, are Gerard A. Arsenault, Robert Bell and Matthew Nugent. Funding will be provided by Preservation 2000 recapture funds available from past proceeds of the sale of Sandlin Bay lands to the U.S. Forest Service.

/gal

cc: Charlie Houser

Attachments

Sante Fe River Hammock 09-002

PUBLIC HEARING SUMMARY  
SANTE FE RIVER HAMMOCK, LLC, CONSERVATION EASEMENT  
SEPTEMBER 14, 2010

SELLER: Sante Fe River Hammock, LLC

AREA: 168 acres +/-

LOCATION: Bradford County

**WATER RESOURCES VALUES:**

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surfacewater Protection: 46% (76 acres)

Wetlands: 50% (84 acres)

10-Year Floodplain: 86% (144 acres)

100-Year Floodplain: 100% (168 acres)

River Frontage: 13,490 feet (2.20 miles)

PRICE: \$1,600.00 per acre for a total of approximately \$268,800. Total purchase price is less than the conservation easement value received from appraisers Bob Sutte (\$326,000 or \$1,940/acre) and Richard Hale (\$385,000 or \$2,292/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 limits 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 154 acres.
- Construction of buildings. The only permitted structures on the property will be two one-acre homesites/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 property.
- Landowner will have the right to post the land and to exclude public use, trespass or hunting. Pine plantation or food plots will continue on 14 acres.
- Compliance. The District will be afforded access to the property for purposes of monitoring the terms of the conservation easement.

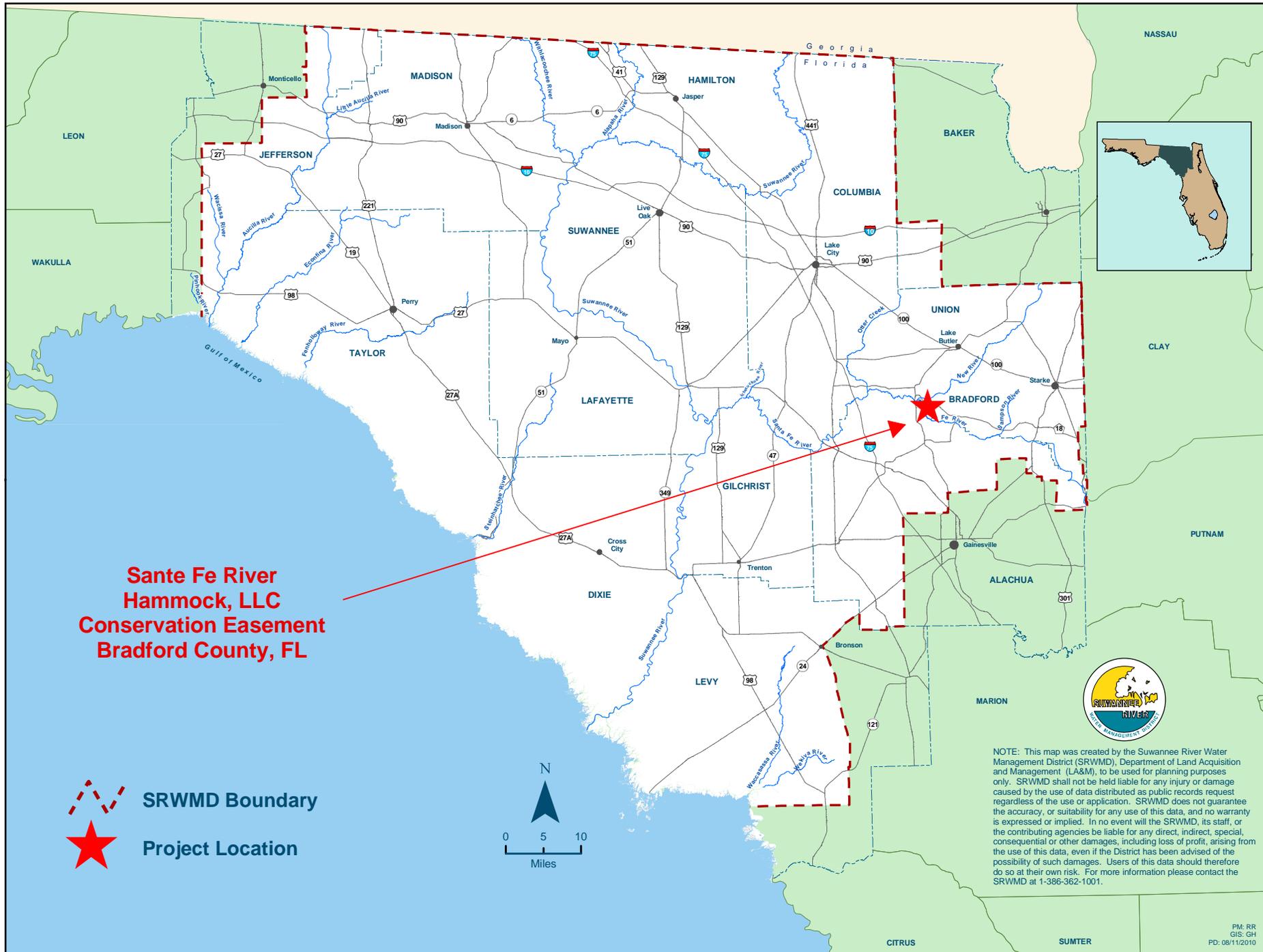
**TITLE ISSUES:** There are no title issues on the property that will affect marketable title.

**MANAGEMENT AND NATURAL COMMUNITY GOALS:** Protection of the floodplain, riverine buffer and natural forest regeneration will be the primary management objective under the conservation easement. A bottomland cypress hardwood swamp forest dominates the floodplain and covers 82 acres. These wetlands are fringed by an oak, pine, hickory forest on slightly higher relief within the 100-year floodplain. These forests are perpetually protected from harvest and will continue to regenerate naturally.

**HYDROLOGIC RESOURCES:** The property has two SRWMD-permitted stream crossings that allow waters to flow unobstructed to the river. No hydrologic restoration of either area is anticipated.

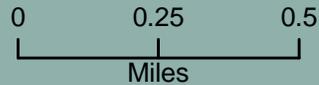
**PUBLIC USE:** Under the terms of the conservation easement the landowner has the right to exclude the public and control trespass and to continue recreation and hunting of the property.

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





-  Project Boundary
-  Road Easement

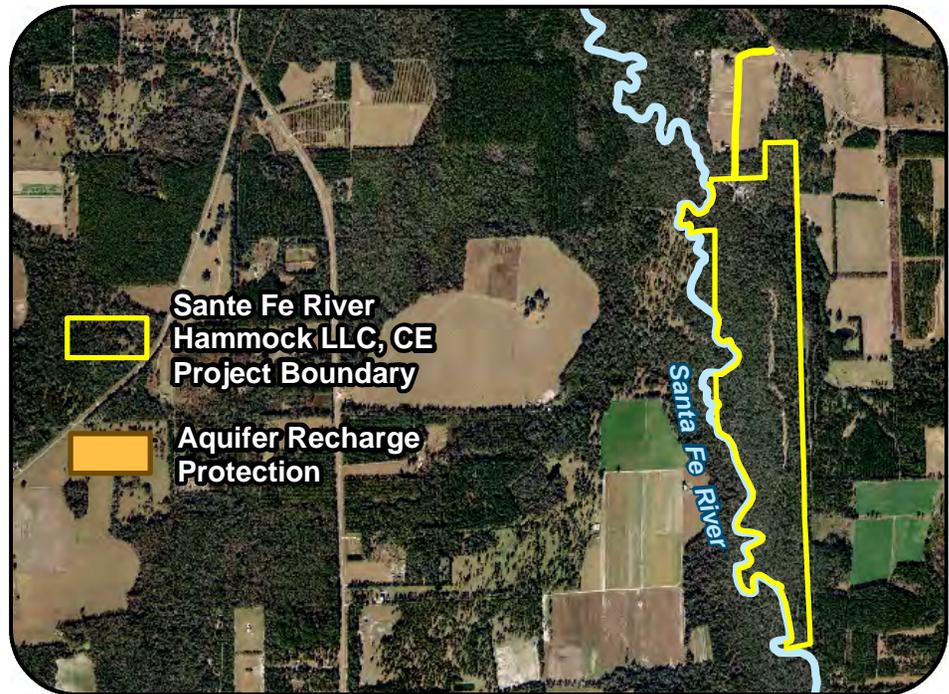
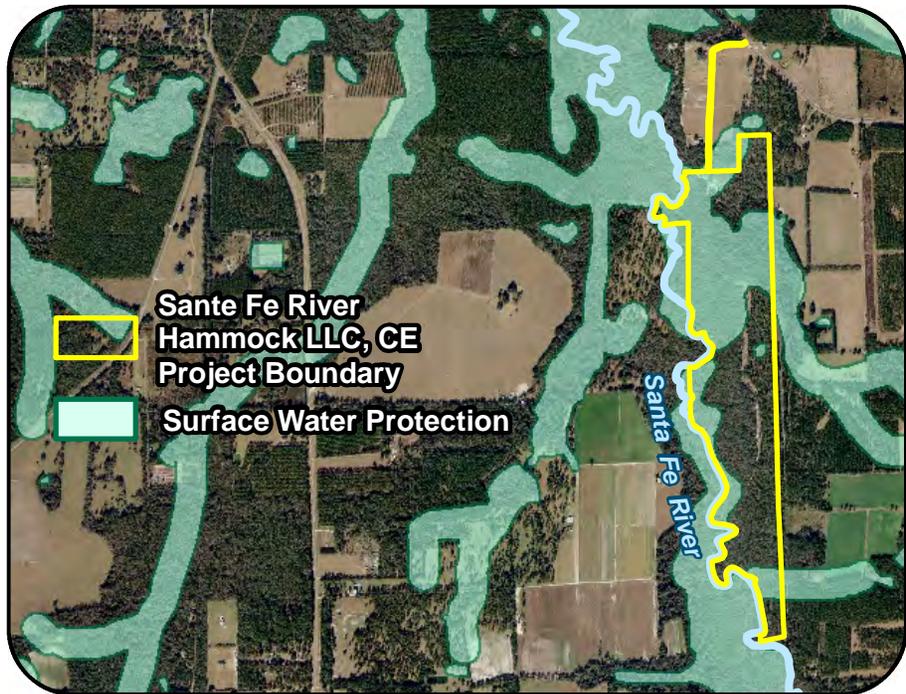
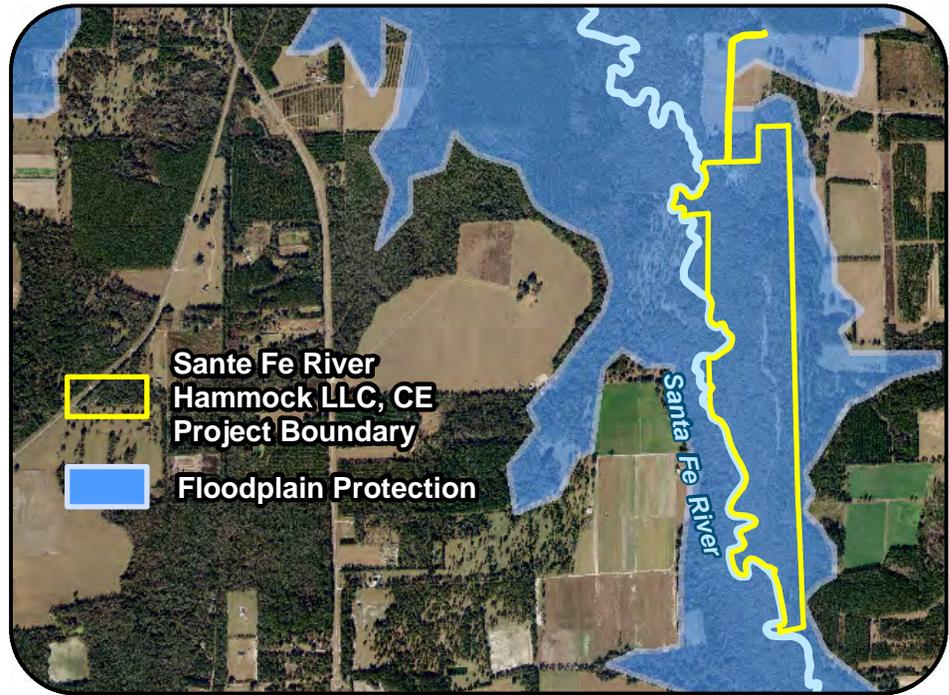
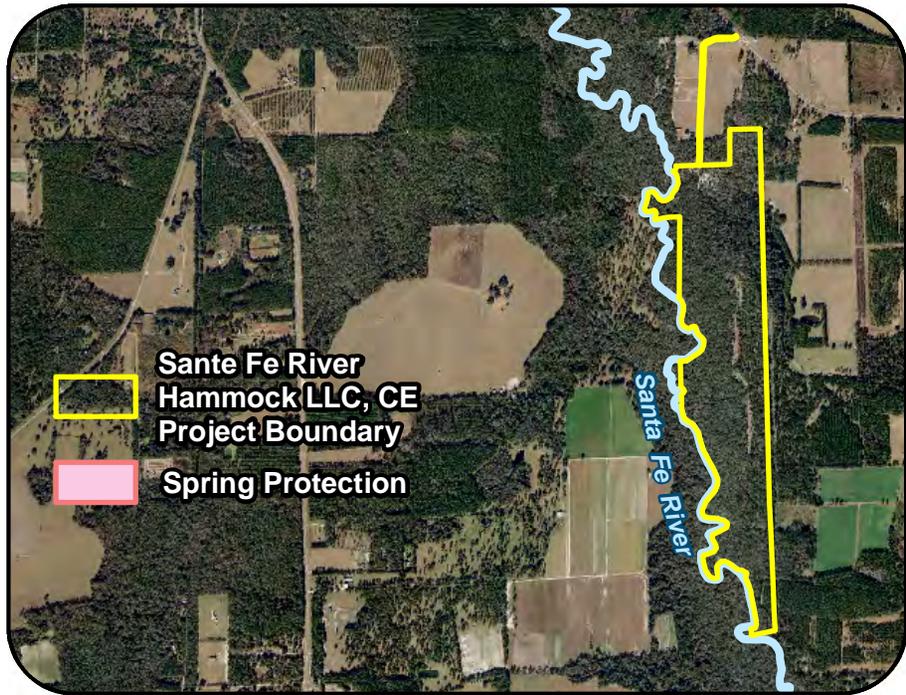


Sante Fe River Hammock, LLC  
 Conservation Easement  
 Bradford County, FL



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 data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. 2008 NC 1 FT. Imagery (Alachua)

PM:RR  
 GIS: GH  
 PD: 8/11/10



**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 2010-17**

**RESOLUTION APPROVING THE ACQUISITION OF A  
CONSERVATION EASEMENT ON LAND OWNED BY SANTE FE  
RIVER HAMMOCK, LLC, AUTHORIZATION FOR THE  
EXECUTIVE DIRECTOR TO EXERCISE AN OPTION TO  
PURCHASE, AND AUTHORIZATION TO USE PRESERVATION  
2000 RESALE FUNDS FOR ACQUISITION OF SAID EASEMENT**

**WHEREAS**, the Suwannee River Water Management District has been offered a conservation easement on lands owned by Sante Fe River Hammock, LLC, consisting of approximately 168 acres in Bradford County, Florida, a legal description and map of said lands being attached hereto; and

**WHEREAS**, the purchase price for said easement shall be \$1,600 per acre for a total of \$268,800; 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 meet one or more goals of the Preservation 2000 Act as described in FS 259.101 and will provide for the protection of valuable natural resources; 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 shall be maintained in an environmentally acceptable manner compatible with the resource values for which acquired; and

**WHEREAS**, the project contains surfacewater and floodplain resources that will be perpetually protected;

**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 acquisition costs which includes fees for survey, appraisal, and legal activities necessary for the proper transfer of title to said real property interest; and

**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 Sant Fe River Hammock, LLC, 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 approves the use of Preservation 2000 funds in the sum of approximately \$268,800 for land and associated closing costs.

**PASSED AND ADOPTED THIS 14<sup>th</sup> DAY OF SEPTEMBER, 2010 A.D.**

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

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**MEMBERS OF THE BOARD:**

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

**ATTEST:**

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## SCHEDULE E

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 \_\_\_\_\_, 2010, by and between **SANTE FE RIVER HAMMOCK, LLC**, a Florida limited liability company, a/k/a Sante Fe River Hammock, LLC, a Florida limited liability company, having a mailing address of 144 US 1, North Palm Beach, FL 33408 (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:

1. **Conservation Easement** shall mean this document and the easement granted hereunder.
2. **Conservation Property** shall mean the entire property included in this Conservation Easement, which is described in Exhibit "A."
3. **Special Use Area** shall mean the designated area within the Conservation Property, which the Grantor retains specific rights. The Special Use Areas are set forth in Exhibit "B."
4. **Operations Area** shall mean those areas within the Conservation Property to be used only for forestry operations, grazing and food plots. The Operating Areas are set forth in Exhibit "B."
5. **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".
6. **BMP** shall mean Best Management Practices.
7. **Owner** shall mean any owner of the Conservation Property, including the Grantor.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of the Conservation Property located in **Bradford** County, Florida;

**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) 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 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 Area which damages fish, wildlife or other habitats.
  - M. **Forestry Operations.** Grantor shall have the right to conduct forestry operations (Silviculture) in accordance with Best Management Practices (BMP's) on the Operations Areas provided there is no introduction of "off site" species. No pesticides, fertilizers and herbicides application shall be used within the Protected 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.
  - O. **Protected Areas.** There shall be no cutting or removal of forest products or alteration of the wetlands in the Protected Areas. The Protected Areas shall be kept in its natural state.
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 or mortgage 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.** 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.
    - (2) **ADDRESSES.** 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) **COURT ORDERS.** 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) **SUBSEQUENT OWNERS.** 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) **CONSENT, TRANSFERS AND MORTGAGES.** 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/Blinds. The right to hunt on the Conservation Property shall only be for Grantor or Owner, and their family members or Hunting Lease/Club Guests will be permitted to hunt on the Conservation Property provided they are accompanied by the Owner or a member of Hunting Club

- C. Construction of Dwelling and Outbuildings.** In addition to the existing dwelling, storage building and barn "Existing Buildings" presently located on the Conservation Property, Grantor may construct another dwelling of not more than 3,000 square feet in size and 2 appurtenant outbuildings ("Outbuildings") for storage and barn in the Special Use Areas. The location of the Special Use Areas shall be as determined by survey prior to closing and shall consist of a total of 2 areas, with each Special Use Area not to exceed 1 acre in size. The dwellings only may be heated and air conditioned, and the dwellings, and Existing Buildings and Outbuildings 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 existing buildings and new dwelling and outbuildings on the dwelling site ("Dwelling Site") may not exceed 10,000 square feet. If in the event that the buildings are damaged or destroyed beyond repair Grantor will have the right to rebuild said structures at another location within the Special Use Areas.
- 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. Food Plots.** Grantor shall have the right to maintain food plots on a total of 15 acres with no food plot exceeding 1 acre in size.
- F. Horse Pasture.** Grantor shall have the right to convert pine plantation areas to horse pasture and have the right to keep up to 4 horses to graze in the pasture area and to be ridden throughout the Conservation Property.
- G. Machinery and Implements.** Grantor shall have the right to operate Farm Tractors, All Terrain Vehicles (ATV's), Utility Terrain Vehicles (UTV's), and related equipment on the Conservation Property for the purposes of Land Management and Maintenance, Hunting and Stewardship endeavors.

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 (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: Sante Fe River Hammock, LLC  
Robert Bell, Mgr.  
144 US1  
North Palm Beach, FL 33408  
Phone 561-719-3757  
Fax 561-842-8251

With a copy to: Gerry Arsenault, Mgr.  
800 N. Flagler Drive  
West Palm Beach, FL 33401  
Phone 561-655-3113  
Fax 561-655-1946

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 desires to sell or transfer the Protected Property to a third party, not a lineal descendant of Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Protected Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantor accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year within which to transfer the Protected Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Protected Property to Grantee prior to any subsequent transfer to a third party. In the further event the Protected Property is transferred by Trust or from an estate to a third party, not a lineal descendant of Grantor, then the Protected Property shall be offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value determined by an appraiser selected by the Chief Judge of the Third Judicial Circuit of Florida acting upon a petition filed by either party.
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 (2009). 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:**

**SANTE FE RIVER HAMMOCK, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
J. Robert Bell II  
Manager/Member

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by J. Robert Bell, II, as Manager/Member, of Sante Fe River Hammock, LLC, a Florida limited liability company, on behalf of said company, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ whom produced \_\_\_\_\_, as identification.

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

## EXHIBIT "A"

### PARCEL 1:

All that part of the South 1/2 of the Northwest 1/4 and the East 1/2 of the Southwest 1/4 of Section 3, Township 7 South, Range 19 East, Bradford County, Florida, lying East of the Ordinary High Water Line of the Santa Fe River.

AND

All that part of the East 1/2 of the West 1/2 of the North 3/4 of Section 10, township 7 South, Range 9 East, Bradford County, Florida, lying East of the Ordinary High Water Line of the Santa Fe River.

### LESS AND EXCEPT:

A parcel of land lying in the South 1/2 of the NW 1/4 of Section 3, Township 7 South, Range 19 East, Bradford County, Florida; said parcel being more particularly described as follows: Commence at a concrete monument found at the intersection of the Northerly boundary of said Section 3 with the Westerly boundary at the right of way of County Road 18 and run South 47 degrees 02 minutes 48 seconds East, along said Westerly boundary 71.04 Feet; thence South 88 degrees 12 minutes 59 seconds West, parallel with said Northerly boundary, 454.93 feet; thence South 00 degrees 18 minutes 46 seconds East 1265.38 feet to the Point of Beginning. From Point of Beginning thus described, run North 88 degrees 53 minutes 47 seconds East 342.18 feet to a found concrete monument; thence South 01 degrees 39 minutes 50 seconds 496.17 feet to a set iron rod; thence South 86 degrees 53 minutes 47 seconds West, 763.79 feet to on iron rod set on the approximate mean high water line of Santo Fe River; thence run the following courses along said line: North 04 degrees 46 minutes 37 seconds West, 46.54 feet to a set iron rod; North 40 degrees 45 minutes 24 seconds West, 99.87 feet to a set iron rod thence North 27 degrees 37 minutes 56 seconds West. 197.75 feet to a set iron rod; thence North 10 degrees 19 minutes 04 seconds West, 156.78 feet to a set iron rod; thence North 69 degrees 53 minutes 35 seconds West, 82.77 feet to a set iron rod; thence North 65 degrees 13 minutes 47 seconds West, 25.62 feet to a set iron rod bearing South 88 degrees 53 minutes 47 seconds West from Point of Beginning; thence North 88 degrees 53 minutes 47 seconds East, 697.12 feet to the Point of Beginning.

**TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS:** (O.R. Book 1117, Page 463-464) Above described parcel being conveyed with and subject to a 50.00 foot easement for ingress, egress and utilities lying in the NW 1/4 of Section 3, Township 7 South, Range 19 East, Bradford County, Florida; said parcel being more particularly described as follows:

Commence at the intersection of the Northerly boundary of said NW 1/4 with the Westerly boundary of the right of way of County Road 18 for the Point of Beginning and run South 47 degrees 02 minutes 48 seconds East, along said Westerly boundary 71.04 feet: thence South 88 degrees 12 minutes 59 seconds West parallel with said Northerly boundary. 464.93 feet: thence South 00 degrees 18 minutes 46 seconds East 1761.57 feet: thence South 88 degrees 53 minutes 47 second West, along said Southerly boundary, 50.00 feet; thence North 00 degrees 18 minutes 46 seconds West, 1810.96 feet to an intersection with the Northerly boundary of said NW 1/4; thence North 88 degrees 12 minutes 59 seconds East along said Northerly boundary, 463.20 feet to the Point of Beginning.

**LESS AND EXCEPT as to Parcel 1: (O.R. Book 1073 Pages 477-479)**

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 7 South, Range 19 East, Bradford County, Florida; said parcel being more particularly described as follows:

Commence at a concrete monument at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 10, and run South 02 degrees 54 minutes 18 seconds East along the East line of the Northwest 1/4 and the East line of the Southwest 1/4 of said Section 10 a distance of 3086.08 feet to an iron rod and the Point of Beginning; thence run South 78 degrees 45 minutes 15 seconds West, 299.74 feet to an iron rod; thence continue South 78 degrees 45 minutes, 15 seconds West, 50 feet more or less to the Centerline of the Santa Fe River and a point hereinafter known as Point "A"; thence return to the above described Point of Beginning, and run South 02 degrees 54 minutes 18 seconds East. along said East line of the Southwest 1/4 of Section 10, a distance of 351.33 feet to an iron rod; thence continue South 02 degrees 54 minutes 18 seconds East, a distance of 58 feet more or less to the centerline of Santa Fe River; thence run Northerly and along said centerline a distance of 900 feet mare or less to the above described Point "A' and to close.

**PARCEL 2: (O.R. 1034, Page 402-404)**

A parcel of land situated in the Northwest 1/4 and the Southwest 1/4 of Section 10, Township 7 South, Range 19 East, Bradford County. Florida; said parcel being more particularly described as follows:

Commence at a concrete monument at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 10 and run South 02 degrees 54 minutes 18 seconds East along the East line of the Northwest 1/4 of said Section 10 a distance of 546.45 feet to a point on an existing fence and the Point of Beginning; thence continue South 02 degrees 54 minutes 18 seconds East, along said East line a distance of 2539.63 feet to an iron rod: thence run South 78 degrees 45 minutes 15 seconds West, 299.74 feet to on iron rod at an existing fence line; thence run North 03 degrees 38 minutes 41 seconds East, along said fence, a distance of 2600.08 feet to the Point of Beginning.

**PARCEL 3:**

That part of the West 1/2 of the Southwest 1/4, lying East of the Santa Fe River in Section 3, Township 7 South, Range 19 East, Bradford County, Florida.

AND

That part of the Northwest 1/4 of the Northwest 1/4, lying East of the Santa Fe River, Section 10, Township 3 South, Range 19 East, Bradford County, Florida.

## 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: August 13, 2010

SUBJECT: Robert Shaw/Santa Fe Swamp Addition

### RECOMMENDATION

**Staff requests Governing Board authorization to commence detailed assessment and negotiations for the fee purchase of the 60-acre ± Robert Shaw/Santa Fe Swamp Addition on the Santa Fe River in Alachua and Bradford Counties.**

### BACKGROUND

Through real estate broker Thomas F. Smith, Robert Shaw has offered the District his 60-acre parcel of property on each side of the Santa Fe River and adjoining existing District property.

Although this property is not identified as a project area in the 2010 Florida Forever Work Plan District, staff reviewed the offer and agree it would allow access to the west side of Santa Fe Swamp by both the District and the public. The Shaw property fronts Alachua County Road 1471, giving paved road access to more than 5,500 acres in the District's Santa Fe Swamp property.

Pending Governing Board approval, staff will research the title and procure appraisals to determine the property's fair market value. Pending independent appraisal review, market value recommendations will be provided to Board members prior to entering into an agreement for purchase.

gal  
cc: Charlie Houder  
attachments

## PARCEL ASSESSMENT SUMMARY

TRACT: Santa Fe Swamp Addition

SELLER: Robert Shaw

Owner's Representative: Smith & Smith Realty

COUNTY: Alachua and Bradford

ACREAGE: 60 acres ±

RIVER FRONTAGE: .55 miles

WATER RESOURCE VALUES:

100-Year Floodplain: 50% (30 acres)

Surfacewater Protection: 53% (32 acres)

Recharge: 0%

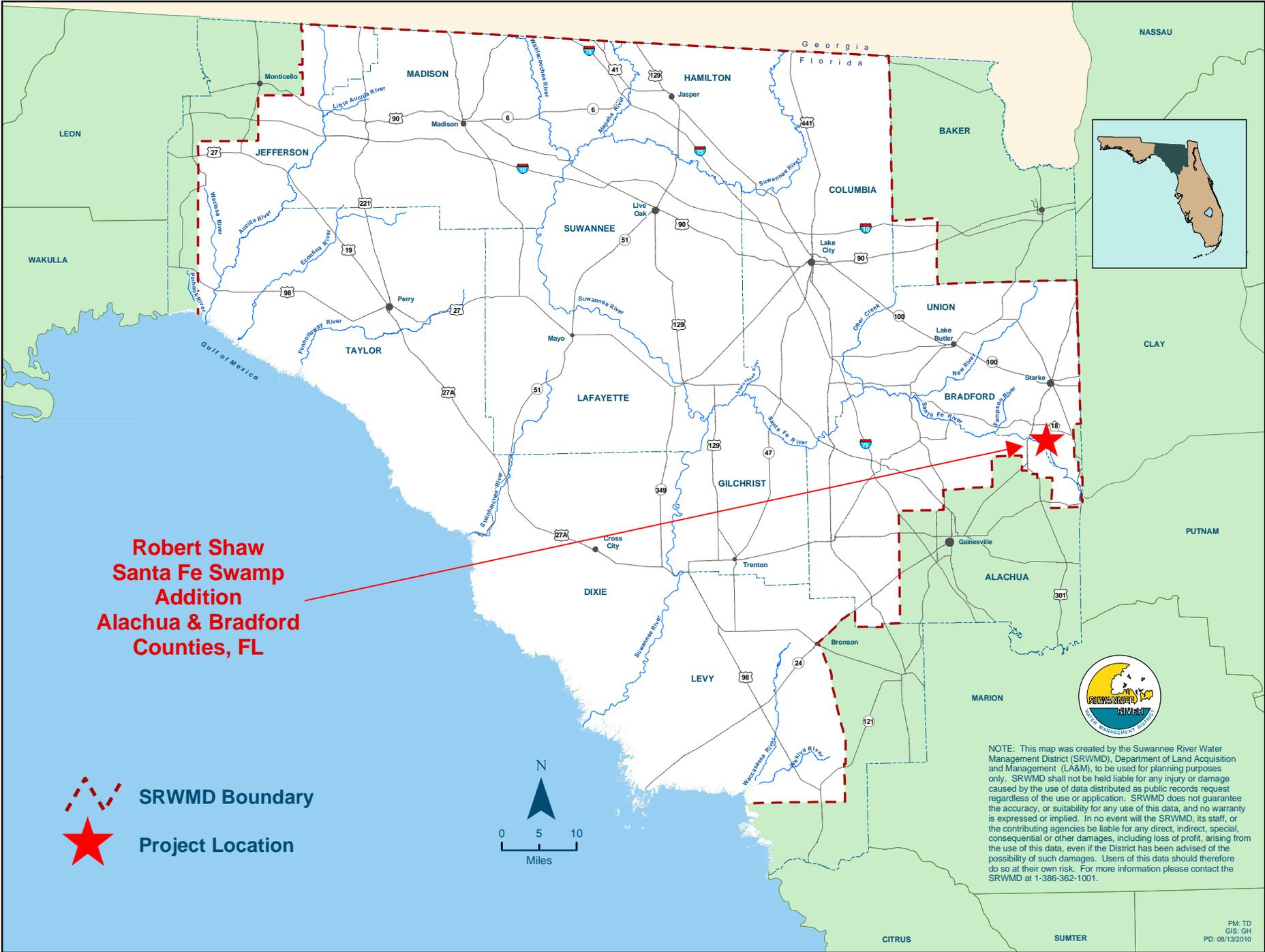
Springs Protection: 0%

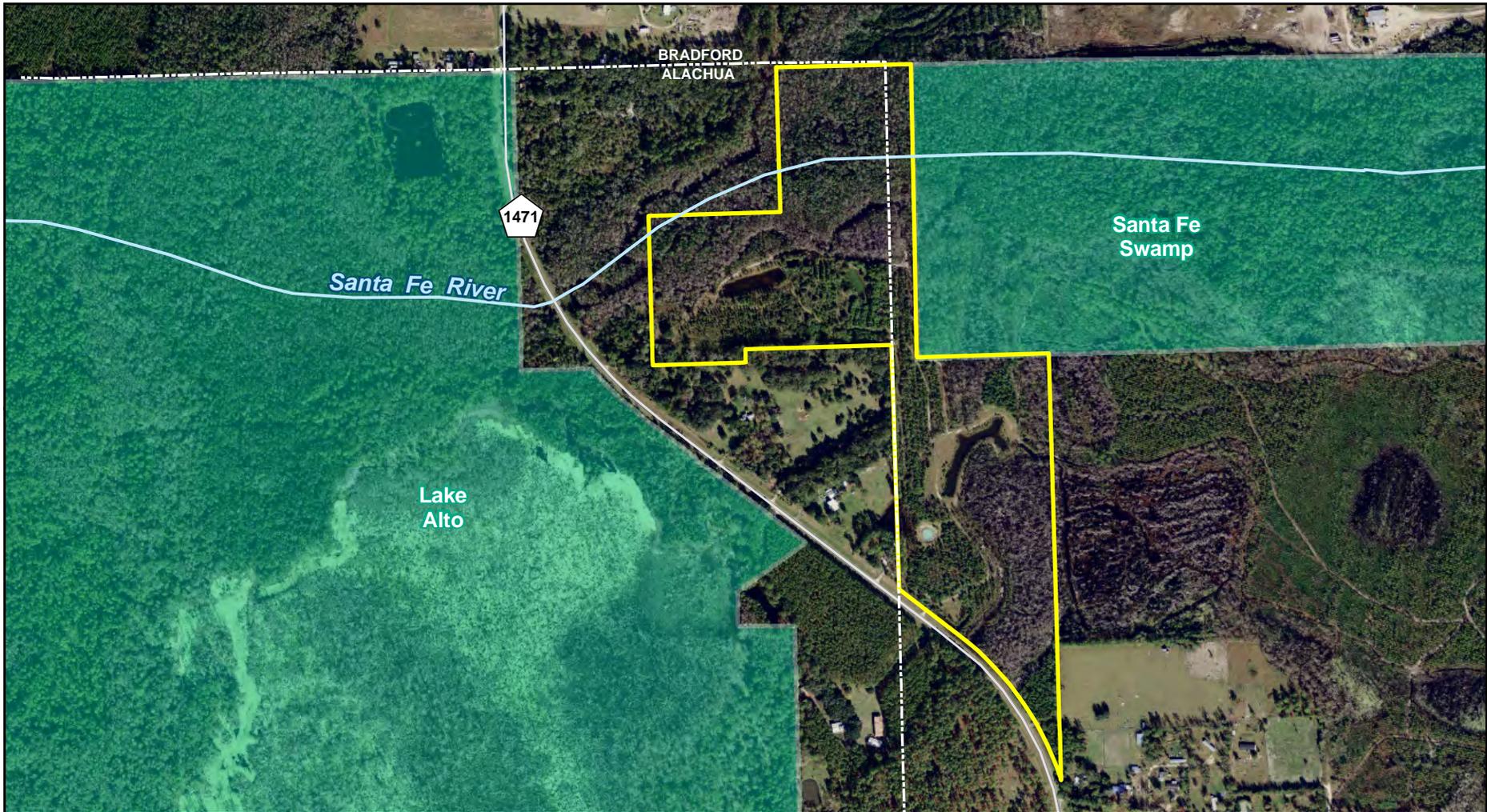
TRACT DESCRIPTION: The tract includes about ten acres of 10-year-old planted pines, and roughly eight acres of mowed areas and dug ponds. Approximately 32 acres of the tract are in wetlands consisting of cypress, gum and other bottomland hardwoods.

ACCESS: The property has over 1,200 feet of frontage on paved CR 1471 in Alachua County.

OUTSTANDING INTERESTS: No outstanding interests are reported at this time.

MANAGEMENT ALTERNATIVES: The attraction to this property is that it would provide District and public access to the west side of Santa Fe Swamp. With some maintenance an all-weather road and parking area could be established off CR 1471. The general area could be managed as a low intensity general recreation use tract to allow passive uses (hiking, biking and nature study) while preserving floodplain forests and wetland resources in their natural state.





-  Project Boundary
-  SRWMD Fee Land
-  County Boundary

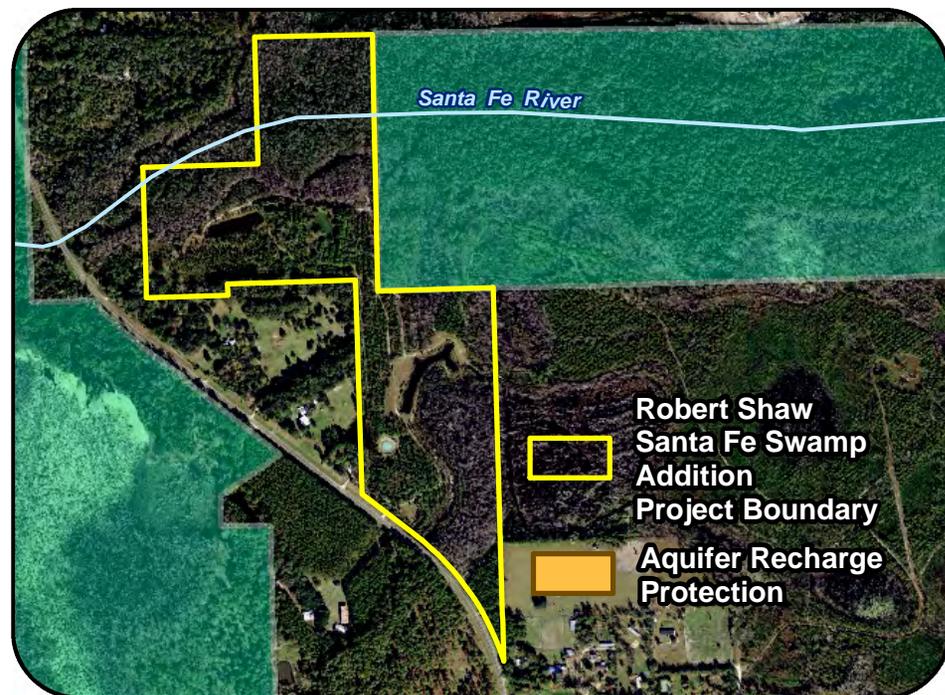
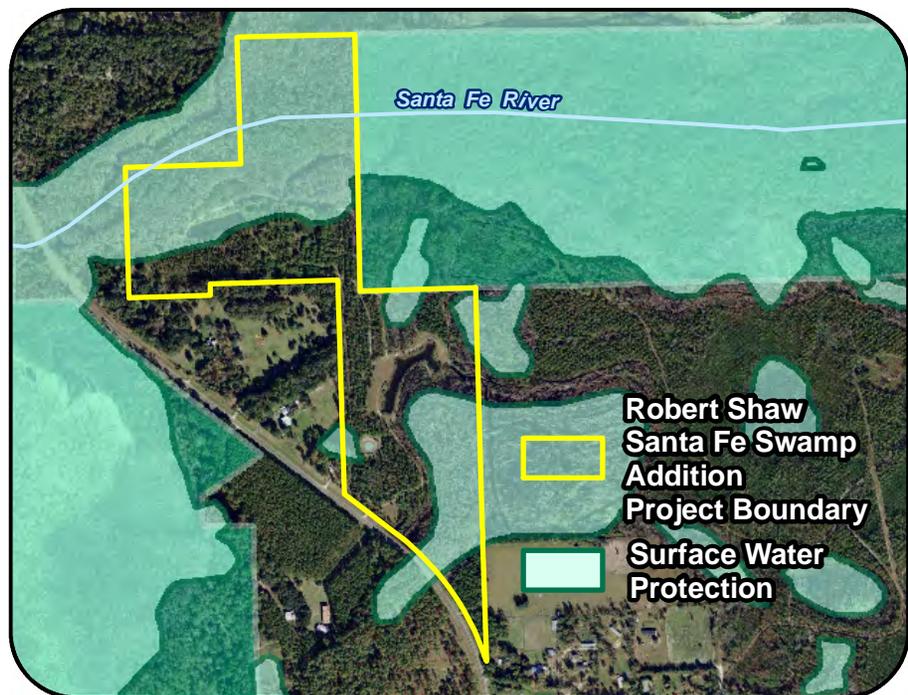
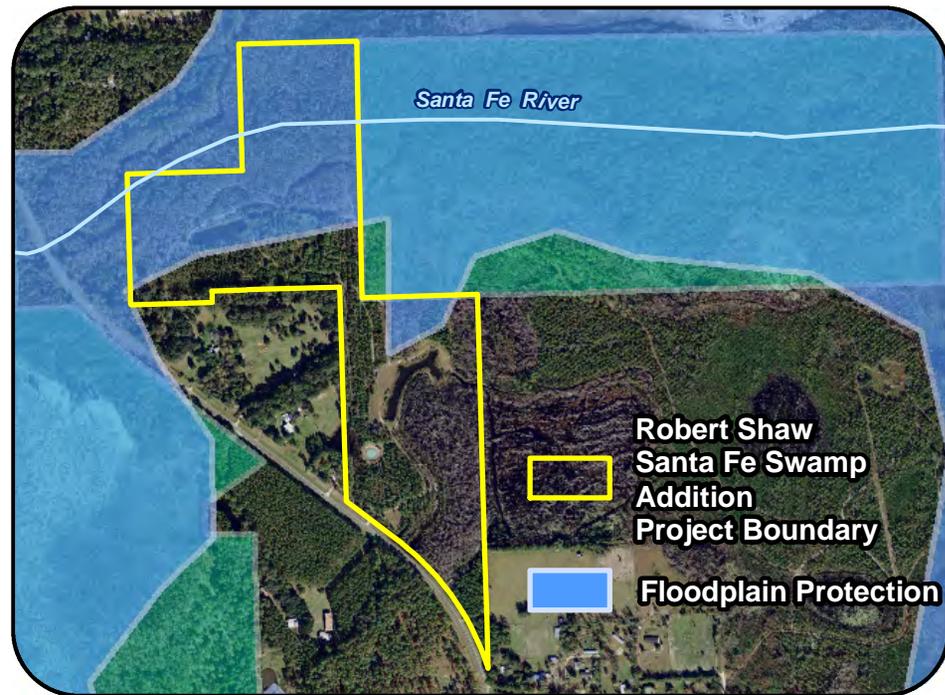
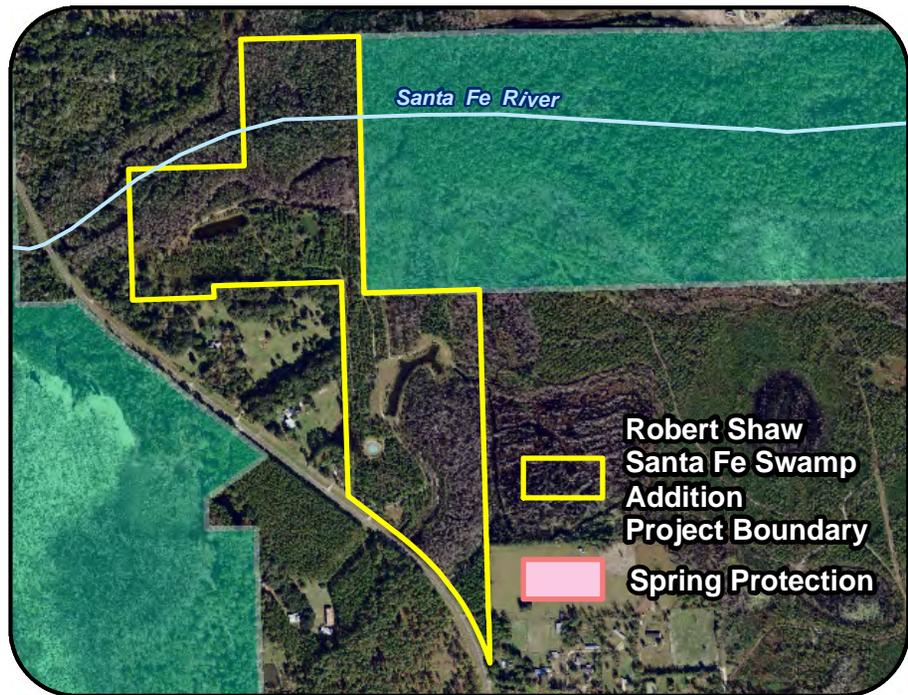


Robert Shaw  
 Santa Fe Swamp Addition  
 Alachua & Bradford Counties, FL



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 data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. 2008 NC 1 FT. Imagery (Alachua)





## 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: August 9, 2010

RE: Right of First Refusal of Sale for a Potential Buyer of Plantation at Deep Creek LLC Conservation Easement Property

### RECOMMENDATION

**Staff recommends the Governing Board decline the Right of First Refusal for purchase of 1,192 acres ± currently under a conservation easement with Plantation at Deep Creek LLC (Deep Creek).**

### BACKGROUND

On May 12, 2006, the District obtained possession of a conservation easement on 1,192 acres ± owned by Deep Creek. Within the easement document the District retained the right to buy any of the easement property and adjacent property for which Deep Creek had a contract to sell. Deep Creek now has a contract to sell the property encumbered by the conservation easement plus about 956 acres outside the conservation easement area. The contract purchase price is \$6 million.

The conservation easement property shares more than one mile of boundary on the south side with Big Shoals State Park. It also includes over two miles of river front on the Suwannee River.

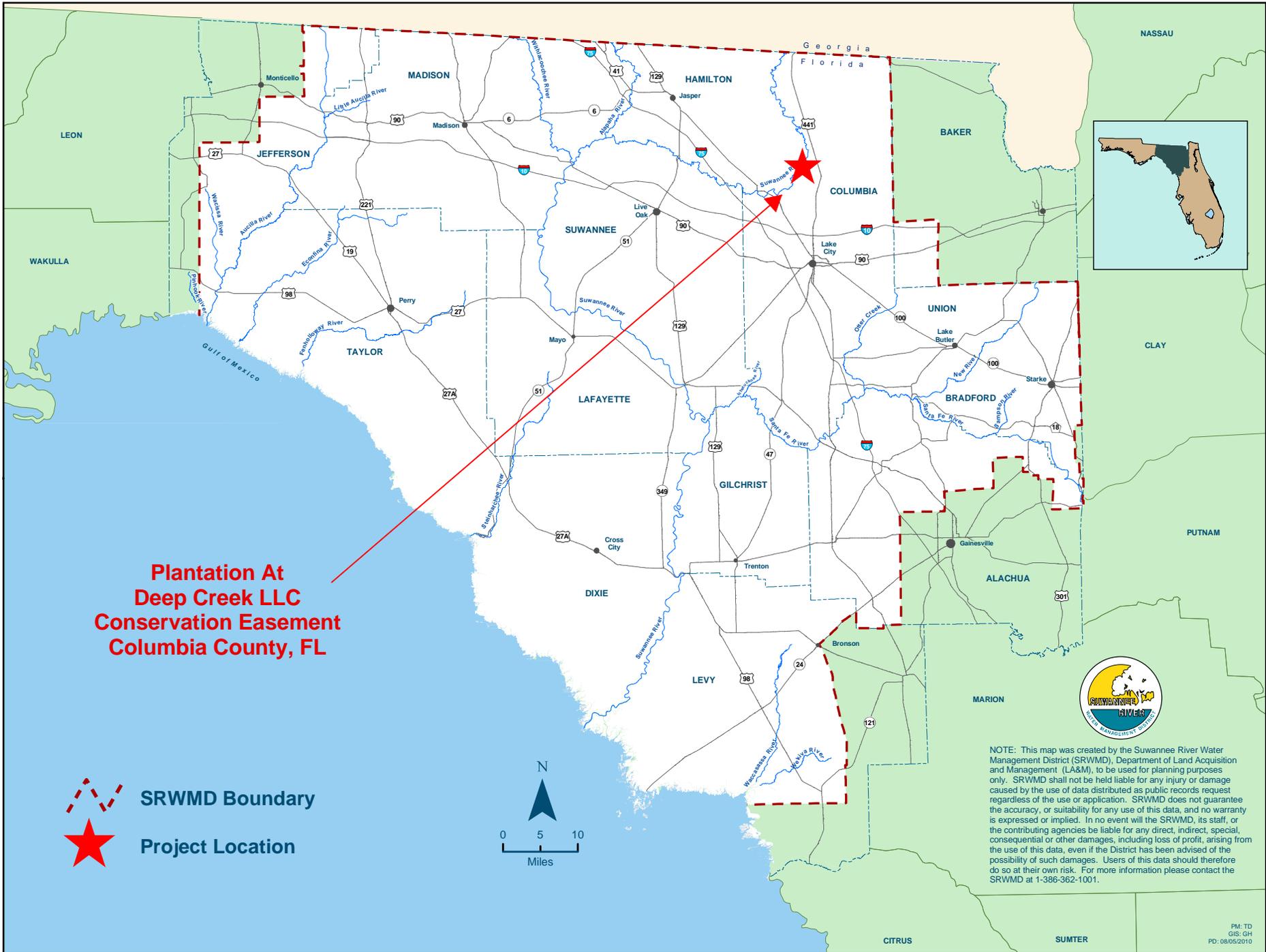
The conservation easement will continue to be in effect even if the Governing Board declines to exercise its Right of First Refusal. The terms of the conservation easement agreement state that the easement is perpetual and runs with the land. The conservation easement cannot be sold except by the District. The District's first right of refusal will remain in effect for any future sales of the property.

gal

cc: Charlie Houser

Attachment

Plantation at Deep Creek Conservation Easement – 020-00030

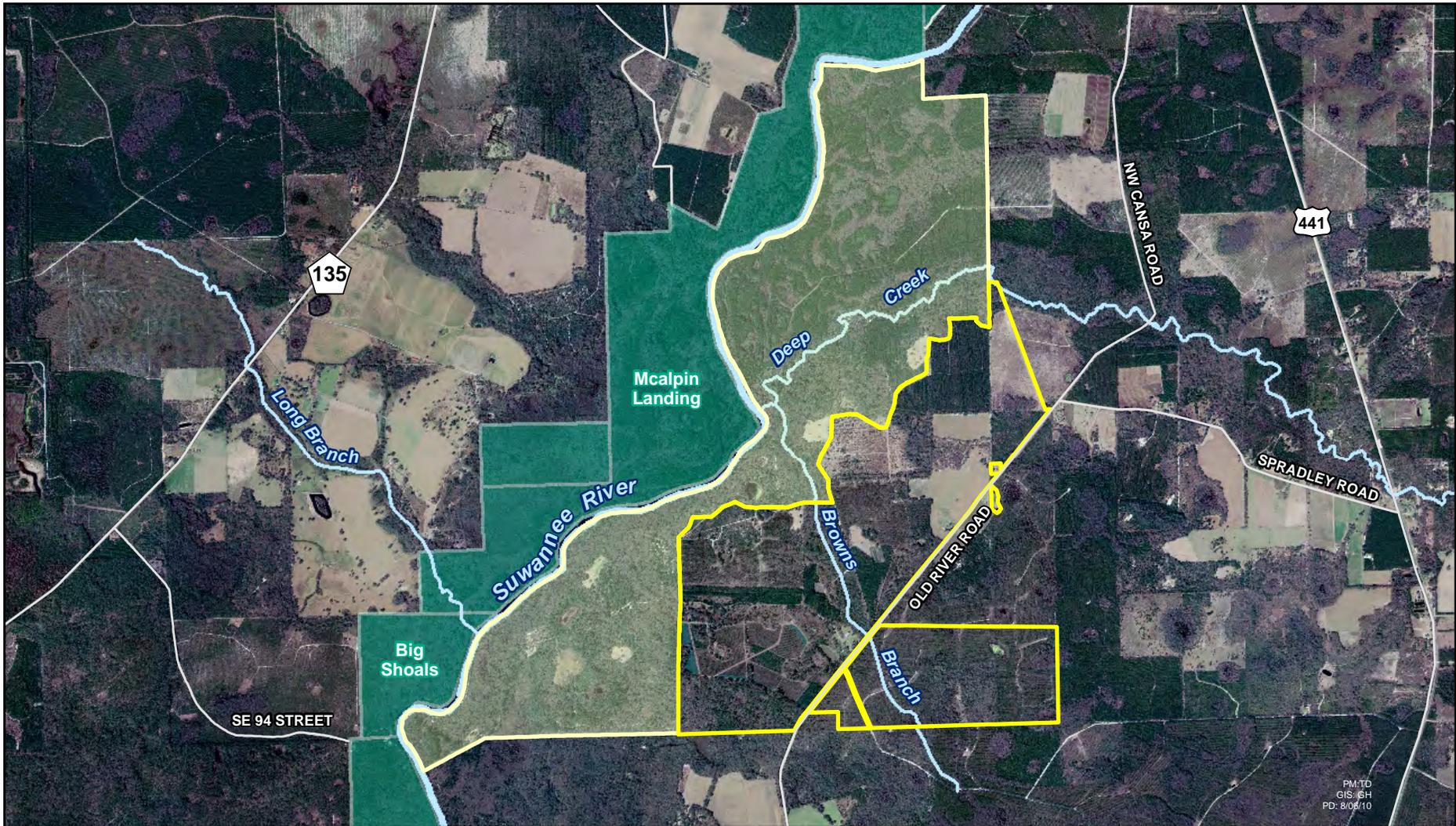


**Plantation At  
Deep Creek LLC  
Conservation Easement  
Columbia County, FL**

-  SRWMD Boundary
-  Project Location



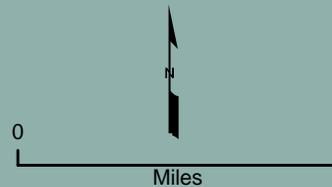
NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001.



PM:TD  
GIS:GH  
PD: 8/08/10

-  Plantation At Deep Creek LLC  
Property Boundary = 956 Acres (+/-)
  -  Plantation At Deep Creek LLC  
Conservation Easement  
Boundary = 1,192 Acres (+/-)
  -  SRWMD Lands
- Total Acres = 2,148 (=/-)

## Plantation At Deep Creek LLC 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 data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. DOQQ 2004 NC Imagery

## 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: August 10, 2010

RE: Temporary Easement to the Florida Department of Transportation for  
Bridge Construction

### RECOMMENDATION

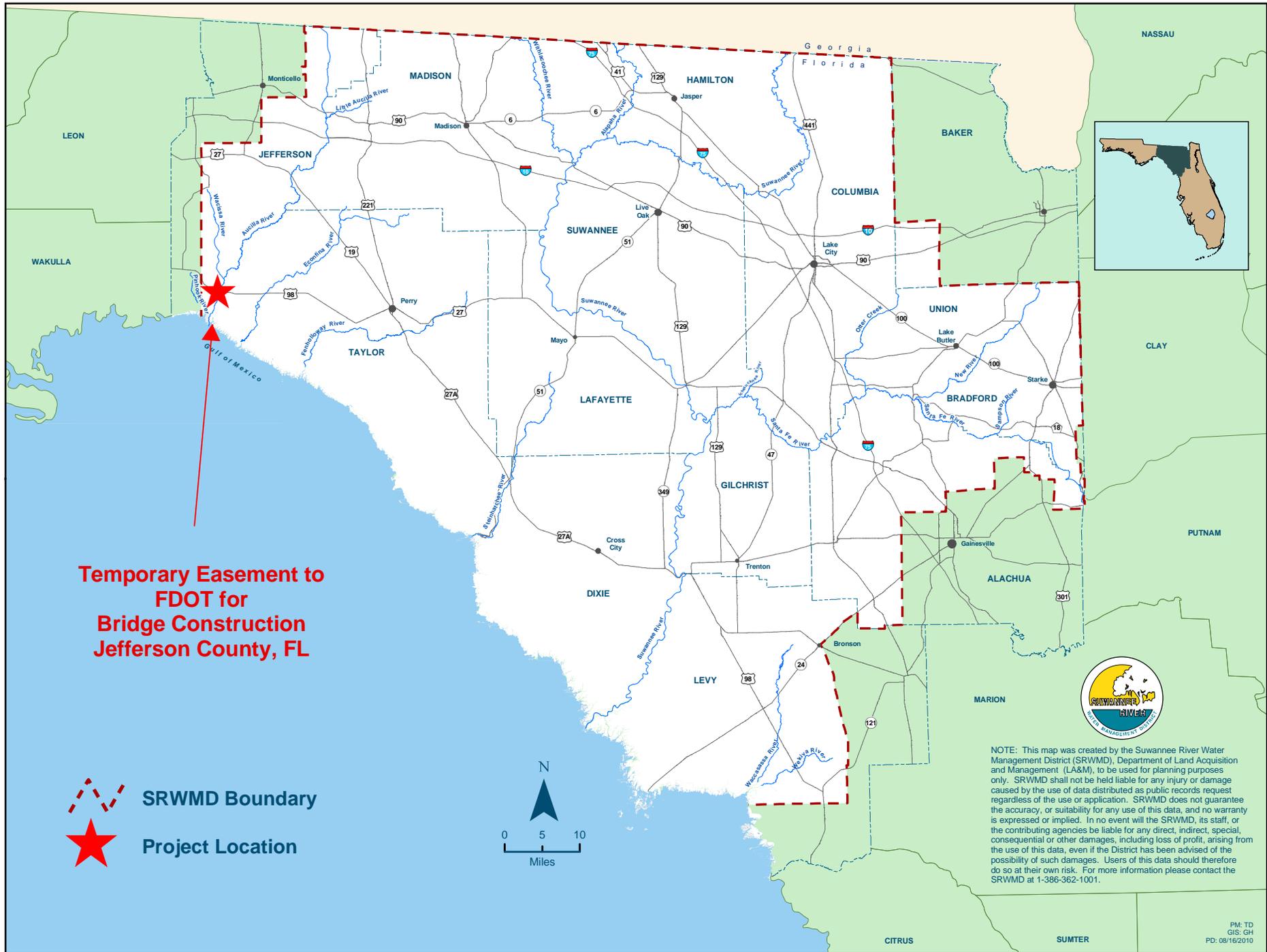
**Staff recommends approval and execution of a temporary easement to the Florida Department of Transportation for construction of a bridge on District lands in Jefferson County.**

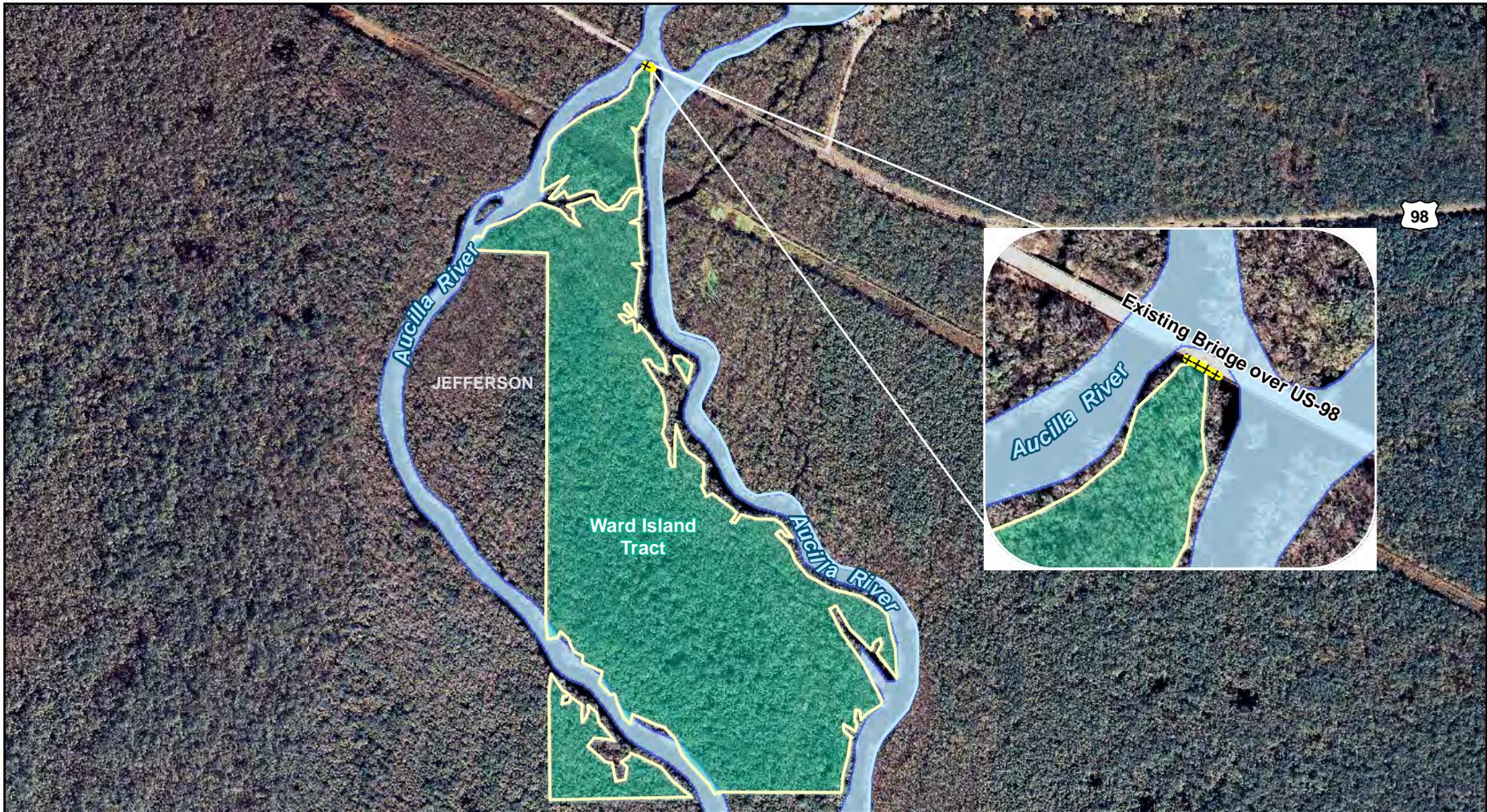
### BACKGROUND

The Florida Department of Transportation (DOT) is planning to construct a new bridge across the Aucilla River at US 19. The new bridge will be constructed at the same location as the current bridge, but a temporary bridge is planned which will impact 8,265 square feet (0.19 acre) of District property. This temporary easement will allow DOT to construct, use and dismantle the bridge on the property until May 31, 2014.

Terms of the easement require DOT to restore the area with native tree species and control exotic species. DOT is also required to remove any fill material and restore the area to its pre-construction condition.

gal  
cc: Charlie Houder  
enclosure





+++++ Proposed Easement

SRWMD Lands

0 0.25  
Miles



### Temporary Easement to FDOT For Bridge Construction Jefferson 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 data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. 2007 NC 1 FT. Imagery (Jefferson)

PM: TD  
GIS: GH  
PD: 8/16/10

08-TE.02-Date: July 27, 2010

T. S. No. 004  
Map Sheet No. 5  
Tax Parcel No. 07-4S-4E-0000-0020-0000

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 702.1  
SECTION NO. 54110  
F.P. NO. 2108733  
STATE ROAD NO. 30 (U.S. 98)  
COUNTY OF Jefferson

### TEMPORARY EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District ("District"), 9225 County Road 49, Live Oak, Florida, 32060, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, District hereby gives, grants, bargains and releases to FDOT, a non-exclusive Temporary Construction Easement for the purpose of constructing a temporary bridge, detour roadway, tying in and harmonizing said property and the driveways, walkways, etc., thereon with the construction to be undertaken by the department, in State Road No. 30 (U.S. No. 98) adjacent thereto, in, upon, over and through the following described land in Jefferson County, Florida, ("Property") to-wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of May, 2014.

The additional terms and conditions of this Temporary Easement are as follows:

1. FDOT may not alter any course of water on a permanent basis, but may alter it during the construction phase.

2. Upon removal of any exotic and native species, FDOT shall cause the restoration of native species of planted trees on 10 foot centers for approximately 60 trees, which must be limited to a minimum of 3 native species. Any exotic species that have been removed, shall not be replaced.
3. Upon completion of the work, any fill shall be removed and the area shall be restored to its pre-construction condition.
4. Prior to any construction, FDOT must obtain permitting and easements from other landowners affected before commencement of work in the Easement Area and shall comply with the permit requirements.
5. During FDOT's use of and work in the temporary construction area, FDOT shall comply with all laws, concerning insurance and liabilities, as FDOT may be required.
6. This grant of easement is nonexclusive, and the District, or its duly authorized agent, shall retain the right to enter the Property or engage in management activities not inconsistent with the rights herein provided to FDOT, and shall retain the right to grant compatible uses of the Property to third parties during the term of this easement.

IN WITNESS WHEREOF, District has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Suwannee River Water Management District

Witness: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
 Don Quincey, Jr.  
 Chairman

Witness: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Attest:  
 By: \_\_\_\_\_  
 Carl Meece  
 Secretary / Treasurer

Approved as to form & legality:

By: William J. Haley  
 William J. Haley  
 Legal Counsel

STATE OF FLORIDA  
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Don Quincey, Jr., as Chairman and Carl Meece, as Secretary/Treasurer, of the Governing Board of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who are personally known to me or who have produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

*(Notary Seal)*

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Exhibit "A"

SECTION 54110 STATE ROAD NO. 30 (U.S. 98) JEFFERSON COUNTY  
F.P. NO. 2108733

PARCEL NUMBER 702

TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 4 EAST, JEFFERSON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

**COMMENCE** AT A 4" X 4" CONCRETE MONUMENT, NO IDENTIFICATION, MARKING THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 4 EAST, JEFFERSON COUNTY, FLORIDA; THENCE NORTH 00°32'25" WEST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 1,488.14 FEET TO A POINT ON THE BASELINE OF SURVEY OF STATE ROAD NUMBER 30 (U.S. HIGHWAY 98) (A 100 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 38090 FINANCIAL PROJECT NO. 2108732); THENCE SOUTH 62°14'44" EAST, ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 690.51 FEET; THENCE SOUTH 27°45'16" WEST, DEPARTING SAID BASELINE OF SURVEY, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD NO. 30 (U.S. HIGHWAY 98) (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 5411(101)-(103-104) AND THE MEAN HIGH WATER LINE OF THE AUCILLA RIVER WEST FORK AS ESTABLISHED PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MEAN HIGH WATER LINE SURVEY NUMBER 4478 AND THE **POINT OF BEGINNING**; THENCE SOUTH 62°14'44" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 70.78 FEET TO A POINT ON SAID MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING THREE (3) BEARINGS AND DISTANCES: (1) SOUTH 11°44'06" EAST, 20.17 FEET; (2) SOUTH 10°18'42" WEST, 33.83 FEET; (3) SOUTH 04°01'04" WEST, 35.13 FEET TO A POINT 80.00 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE WHEN MEASURED PERPENDICULARLY; THENCE NORTH 62°14'44" WEST, DEPARTING SAID MEAN HIGH WATER LINE AND PARALLEL WITH SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 131.48 FEET TO A POINT ON SAID MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWO (2) BEARINGS AND DISTANCES: (1) NORTH 43°36'03" EAST, 38.11 FEET; (2) NORTH 44°40'20" EAST, 45.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8,265 SQUARE FEET, MORE OR LESS.

## 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: August 18, 2010

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

### RECOMMENDATION

Staff recommends Board approval and execution of an amendment to the conservation easement with Plum Creek Timberlands, L.P., for exclusion of the ten acres of property slated for a wastewater spray field near Fowler's Bluff in Levy County.

### BACKGROUND

Fowler's Bluff Water System Association, Inc. (Association) has received grant funds to replace their outdated and inefficient public water supply treatment and distribution system. The Association is under consent order from DEP to improve the system. It has obtained an agreement with Plum Creek Timberlands, L.P., (Plum Creek) for a 10-acre disposal area, together with an access easement from CR 347 to the 10-acre parcel. This would allow for replacement of the current system further out from the 100-year floodplain and on more suitable property for brine disposal.

The 10-acre parcel is included in 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 disposal area, the Association has agreed to assume the conservation easement with a modification to allow disposal of the waste water from the reverse osmosis process. In addition, the modification to the conservation easement would specifically allow the sale of the 10-acre parcel by Plum Creek without counting towards one of the allowed five (5) subdivision splits granted in the easement document. Moving the current facilities to this location will provide

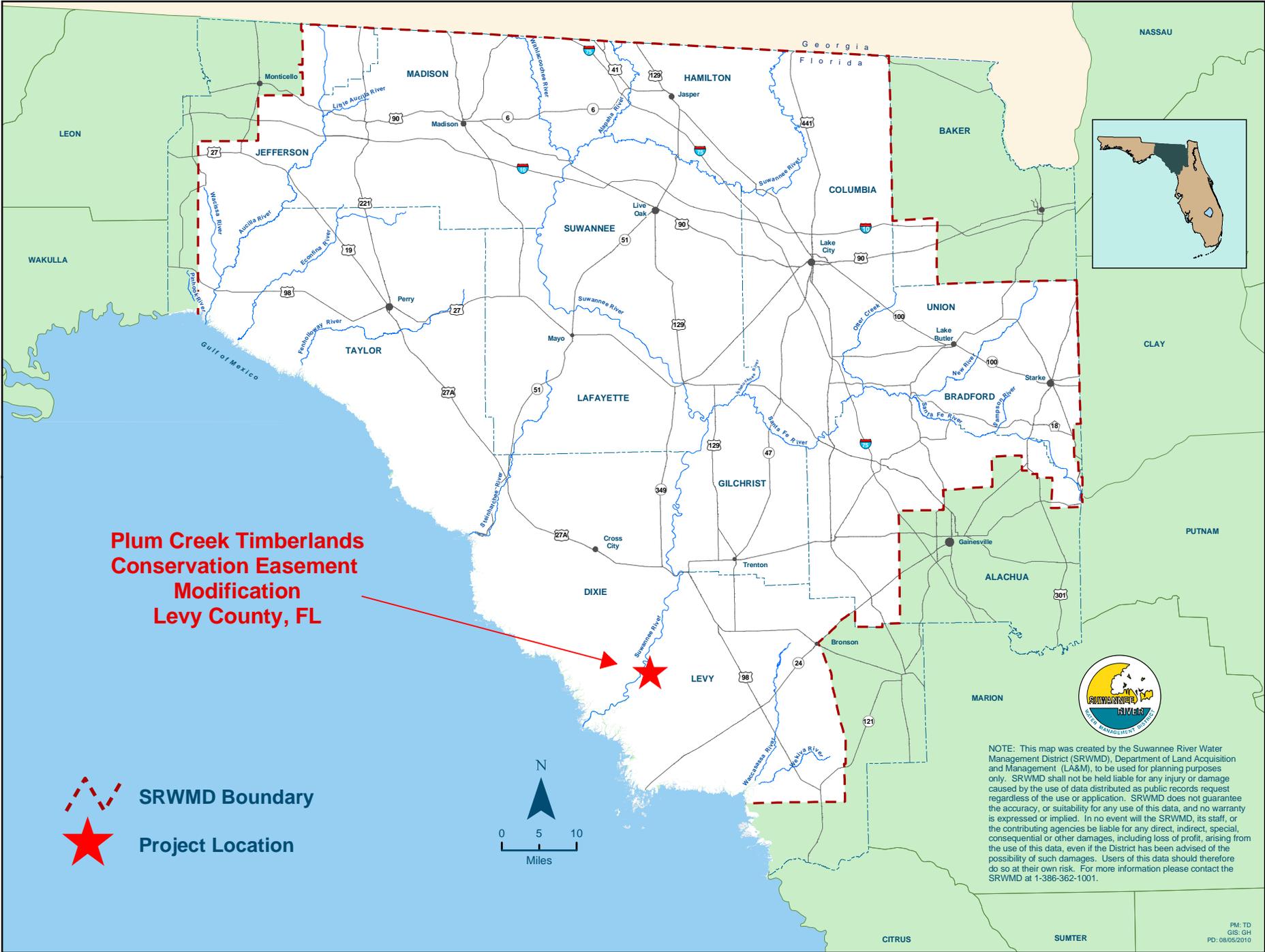
greater protection of the Suwannee River floodplain as well as further protecting District property in the area.

Staff is working with District legal counsel to prepare this conservation easement modification. Documents will be available for your review prior to the September 14 Board meeting.

gal

cc: Charlie Houser

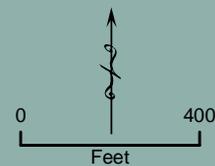
020-00021





-  Potential Brine Disposal Area
-  Access Easement
-  Existing Water Treatment Plant
-  SRWMD CE Land
-  SRWMD Fee Land

Plum Creek Timberlands  
Conservation Easement Modification  
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 data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. Levy County 2008 NC Imagery.

PM: TD  
GIS: GBH  
PD: 09/18/2010

## 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: August 18, 2010

RE: Utility Easement to Fowler's Bluff Water System Association, Inc.

### RECOMMENDATION

**Staff recommends Board approval and execution of a utility easement to Fowler's Bluff Water System Association, Inc., for water main lines**

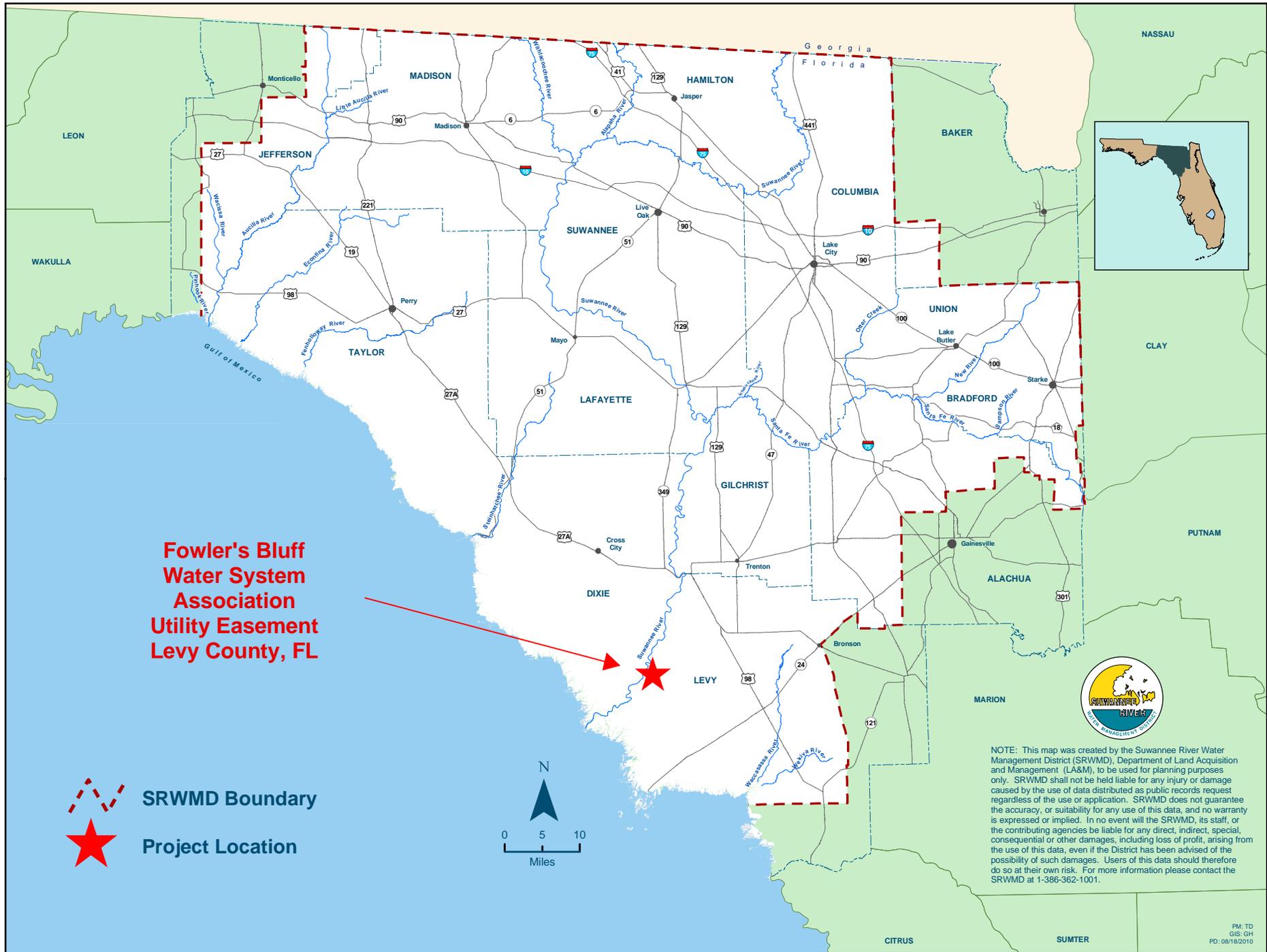
### BACKGROUND

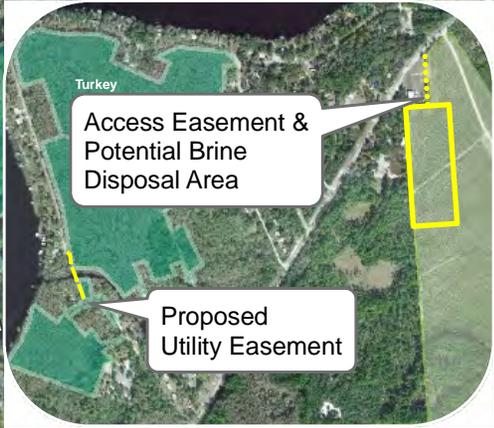
Fowler's Bluff Water System Association, Inc., (Association) has received grant funds to replace their outdated and inefficient public water supply treatment and distribution system. In order to allow for efficient distribution of potable water, the Association has requested a utility easement across District property bisected by a canal.

The utility easement will cross two parcels of District property bought in 1998 under the small lot program. Neither of the parcels is actively managed for timber, but both are within the 100-year floodplain of the Suwannee River. Total area proposed for the pipeline is approximately 7,825 sq. ft. Association spokesman John Thomas has communicated that the group is willing to pay the District for the value of the pipeline easement according to District Program Directive 92-1. This would include any fees associated with legal document preparation as well as closing and recording costs.

Staff is working with District legal counsel to prepare the utility easement documents for your review prior to the September 14 Board meeting.

gal  
cc: Charlie Houder  
020-00021

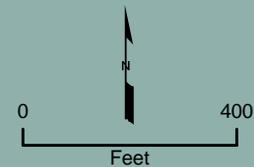




Fowler's Bluff Water System Association  
Utility Easement  
Levy County, FL



-  Proposed Utility Easement
-  SRWMD Fee Land
-  Lower Suwannee National Wildlife Refuge



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 data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. Levy County 2008 NC Imagery.

PM: TD  
GIS: GBH  
PD: 09/18/2010

## MEMORANDUM

TO: Governing Board

FROM: Gwen Lord, Business Resource Specialist IV

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

DATE: August 16, 2010

RE: Authorization to Initiate Rule Development for Chapter 40B-9, Florida Administrative Code

### RECOMMENDATION

**Staff recommends the Governing Board authorize the initiation of rule development for Chapter 40B-9, Florida Administrative Code.**

### BACKGROUND

Chapter 40B-9 of the Florida Administrative Code is the rule that regulates the Suwannee River Water Management District's land acquisition and land management activities. Major revisions to the rule were made in 2009 to allow it to more accurately reflect our land acquisition and management procedures. Additional changes to the rule are now needed to better define the District's surplus lands project. Other changes may also be needed to clean up language due to title changes at the District.

Staff will seek public input throughout the rule development and adoption process.

gal  
cc: Charlie Houder

40B-9 Schedule of Rulemaking 2011

Date	Task	Responsible
07/12/10	Provide draft (CH) rule language to Joe	Gwen
08/16/10	Prepare Memo requesting GB Authorization for Rule Development	Gwen
09/14/10	Request GB Authorization for Rule Development	Joe
09/14/10	Post FAW Notice of Rule Development/Public Workshop	Gwen
09/24/10	Publish FAW Notice of Rule Development	n/a
10/26/10	Public Workshop (if requested)	Joe
12/13/10	Prepare SERC and summary of rule, review final language	Jennifer
12/13/10	Prepare GB memo for approval of rule language (include final language, SERC, summary of rule)	Gwen
1/11/11	Request GB Approval of rule language, authorization to file	Joe
01/27/11	Submit rule to Speaker of the House, President of the Senate and JAPC (30 days before 3/8/11 session).	Gwen
03/08/11	Beginning of Legislative Session	n/a
05/06/11	Last day of regular Legislative Session	n/a
5/11/11	Post FAW Notice of Proposed Rule & Public Hearing (if requested)	Gwen
5/17/11	Review filing documents	Jennifer
05/18/11	File Rule	Gwen
05/20/11	Publish FAW Notice of Proposed Rule	n/a
06/27/11	Rule Becomes Effective	n/a

## MEMORANDUM

TO: Governing Board

FROM: Brian C. Kauffman, Facilities Director

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

DATE: August 16, 2010

RE: Management Agreement with R. O. Ranch, Inc.

### RECOMMENDATION

**Staff recommends the Governing Board approve and execute a management agreement with R. O. Ranch, Inc., to manage the R. O. Ranch Equestrian Park in Lafayette County, Florida.**

### BACKGROUND

In February 2006 the Suwannee River Water Management District formed R. O. Ranch, Inc., as a Florida non-profit 501(c)3 corporation. The primary purpose for forming the non-profit was to facilitate the Schulte's 3.5 million dollar donation to the District and to use the corporation's directors as an advisory committee during the park's development. As the park nears completion, R. O. Ranch, Inc., has expressed an interest in taking over management of the park. The District will retain ownership of the land, and R. O. Ranch, Inc., will assume the lead management role for recreational activities at the park, specifically the management of the visitor/education center, campground, bathhouse and riding trails. The goal of R. O. Ranch, Inc., and the District is to operate the park as a self-sustaining business enterprise. Each June, R. O. Ranch, Inc., will submit an annual budget and work plan to the District's Governing Board for approval. The initial term of the agreement will be for ten years with provisions thereafter to renew. Either party can terminate at any time with proper notice.

R. O. Ranch, Inc., and the District will both provide staffing for the park. R. O. Ranch, Inc., will hire a Park Coordinator to oversee the park and manage

volunteers and events. The District will provide a business resource specialist for 30 hours a week and the inmate crew for 20 hours a week until October 2012. After that date, R. O. Ranch, Inc., will be responsible for providing these and any other positions. The District will continue to provide funds and staff to manage any capital improvement projects approved by the District's Governing Board.

Funds obligated under this agreement have been included in the District's Fiscal Year 2011 budget.

cc: Charlie Houder

R.O. RANCH BUSINESS PLAN  
FY2010-11

OVERVIEW: The R. O. RANCH will operate under a Management and Operating Agreement between R. O. RANCH INC. (RANCH), led by the R. O. RANCH BOARD OF DIRECTORS (BOD), and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD). FY 2010-11 will be a transitional year for the RANCH, with the construction phase coming to an end in December 2010 and the RANCH fully open for business in January 2011. This will be reflected in the financials, with the early on expenses being covered by SRWMD and RANCH revenue coming online predominately after January 2011. Over the last quarter of FY 2009-10, the RANCH has worked extensively to establish a BUSINESS PLAN that will allow it to meet its VISION of being a cracker style equestrian ranch open for public use that is financially sustainable. This BUSINESS PLAN will be updated each year in the 4<sup>th</sup> quarter and implemented in the coming fiscal year after SRWMD approval. This approval is to be received by September 30 of each year. The BUSINESS PLAN will consist of an ANNUAL WORK PLAN detailing the operation for the coming fiscal year and a MANAGEMENT PLAN outlining the operating plan for the next five years. FY 2010-11's ANNUAL WORK PLAN as provided below will initially be in overview form and the details added in the 1<sup>st</sup> quarter commensurate with the RANCH Park Coordinator being hired by the BOD.

FY2010-11 ANNUAL WORK PLAN is provided below:

1. GOVERNANCE for the RANCH is shown in Attachment 1 and is detailed in the AGREEMENT FOR THE MANAGEMENT AND OPERATIONS OF THE R. O. RANCH (Attachment 2). In FY2010-11, SRWMD will complete the current construction plan by the beginning of January 2011, and the RANCH will commence start up in October 2010 leading to a full opening beginning in January 2011.
2. OPERATING PLAN is shown in Attachment 3 for this transitional year. The 1<sup>st</sup> quarter activities are already underway by the RANCH BOD as the Park Coordinator position has been advertised, a financial/banking institution is being selected, and an advertising plan formulated.

3. FINANCIAL PLAN is summarized in Attachment 4, showing anticipated revenues and expenses for the FY 2010-11 transitional year and the associated FY 2010-11 monthly cash flow plan.
4. MANAGEMENT AND STAFFING is shown in Attachment 5. In the transitional year SRWMD will continue to provide construction management until complete and an administrative assistant for FY2010-11 and FY2011-12. The RANCH BOD will hire a Park Coordinator in the 1<sup>st</sup> quarter to detail and execute the ANNUAL WORK PLAN. Contract and/or prison labor will be used for RANCH maintenance and operational tasks.

MANAGEMENT PLAN for the coming five years is provided below:

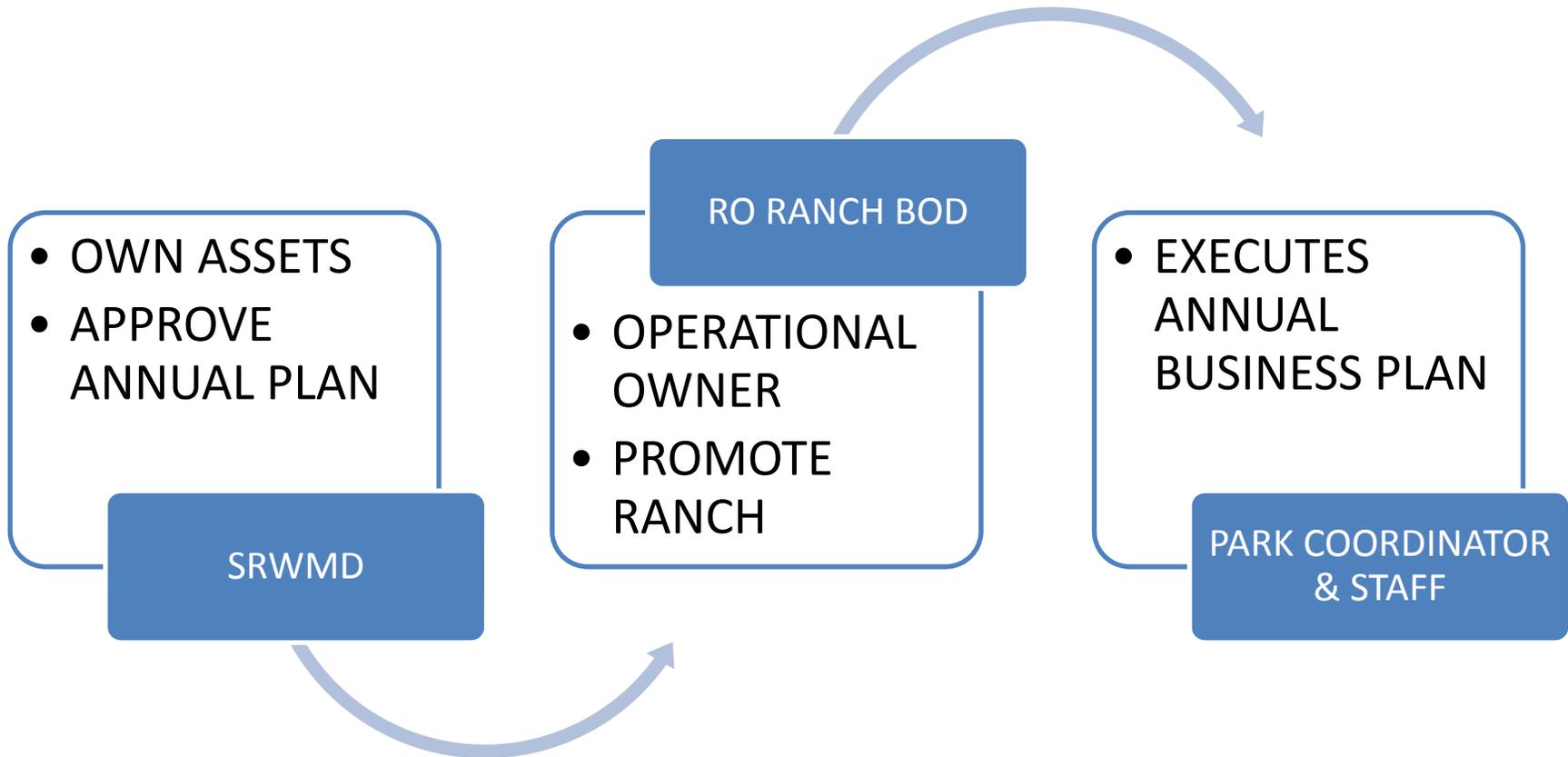
1. FIVE YEAR OPERATING PLAN is summarized in Attachment 6. The RANCH BOD envisions moving forward in year 2 hosting equestrian events and expanding the revenue stream, leading to the construction of an open arena beginning in year 4.
2. FIVE YEAR FINANCIAL PLAN is summarized in Attachment 7. Financials for FY2011-12 are shown as well as financial growth possibilities with further expansion in equestrian events and other fund raisers in these years. It is envisioned that equestrian and hunting events would largely be contracted events with the RANCH retaining a percentage of the proceeds.
3. MANAGEMENT AND STAFFING will remain basically unchanged with contract labor being expanded to handle growth. Development of a volunteer network is envisioned to expand community involvement and reduce expenses. In year 3, the RANCH BOD will hire an administrative assistant to replace the one previously provided by the SRWMD.

BUSINESS PLAN APPROVALS: Having been approved below by the RANCH BOD, this RO RANCH BUSINESS PLAN is respectfully submitted to the SRWMD for their approval, to be noted by so signing below.

RO RANCH BOD

SRWMD

# GOVERNANCE



Attachment 2

**AGREEMENT FOR THE MANAGEMENT AND OPERATIONS  
OF THE R. O. RANCH**

This Agreement for the Management and Operations Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010 (the “Effective Date”) by and between **Suwannee River Water Management District** whose address is **9225 CR 49, Live Oak, FL 32060**, hereinafter referred to as the “District” and **R. O. Ranch, Inc.**, a Florida non-profit corporation whose address is **696 SE CR 357, Mayo, FL 32066** hereinafter referred to as “R. O. Ranch.”

**RECITALS**

**WHEREAS**, the Property in Lafayette County, Florida known as the R. O. Ranch consisting of approximately 1,140 acres more particularly described in Schedule A attached hereto (the “Property”) was acquired by the District in 2006; and

**WHEREAS**, the Property was acquired by the District to protect water resources in the upper Steinhatchee River basin; and

**WHEREAS**, the District has determined that it is an appropriate compatible use of the Property to provide lands to accommodate recreation, including an equestrian oriented park and campground together with other facilities for public and private use for private and public events and functions such as meetings, concerts, reunions, community events, etc.; and

**WHEREAS**, the Parties agree that it is in the interest of the public that each participate in the management of R. O. Ranch; and

**WHEREAS**, the District and R. O. Ranch decided that R. O. Ranch be the lead managing agency for the Property; and

**WHEREAS**, the District desires to grant to R. O. Ranch the authority to enter in contracts and other agreements to carry out its duties and obligations of this Agreement; and

**WHEREAS**, the District, in addition to the Property, initially is going to furnish certain equipment and staffing to assist in the operation in accordance to the Management Plan; and

**WHEREAS**, the parties have agreed on its source of funding for its operation of the R. O. Ranch; and

**WHEREAS**, the District and R. O. Ranch are entering into this Agreement to delineate each parties respective responsibilities as to the Property and the Management.

**NOW THEREFORE**, in consideration of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

- A. AUTHORIZED USES:** The uses provided in this Agreement authorize R. O. Ranch to perform under the Management Agreement. The Authorized Uses will, at minimum, always include recreation, resource protection, public access, and land use monitored as set forth in the approved Management Plan.
- B. FACILITIES:** “Facilities” include the Property, structures and improvements to the Property, equestrian oriented parks and trails, campgrounds and other recreational facilities.
- C. ANNUAL WORK PLAN:** The “Annual Work Plan” is a plan prepared by the R. O. Ranch and approved by the District on an annual basis detailing the maintenance and improvements the R. O. Ranch shall make on the Property in the following year. The Annual Work Plan will be in conformity with the Management Plan.
- D. MANAGEMENT PLAN:** The “Management Plan” is the five (5) year plan for all proposed uses, management and maintenance activities on the Property including, at a minimum and without limitation, recreational, security measures, construction of facilities or other improvements and public access for the opportunities as described herein.
- E. RECREATION USES:** “Recreation Use” means activities that include, but that are not limited to, equestrian riding, shows, trails and harboring of horses, campgrounds, camping facilities, use of the facilities for private and public functions such as meetings, weddings, reunions, concerts, events and other such functions.
- F. SPECIAL USES:** A “Special Use” is a use of the Property other than as provided herein or in the Management Plan and may be authorized pursuant to this Agreement in accordance with the Rules of the District.

**2. TERM AND RENEWAL**

The term of this Agreement is for a period of ten (10) years from the Effective Date of this Agreement (“Initial Term). Upon expiration of the Initial Term, the District and R. O. Ranch by mutual consent will have the right to renew the term of this Agreement for an additional ten (10) years.

**3. MANAGEMENT PLAN AND ANNUAL WORK PLAN**

**A. MAINTENANCE:** R. O. Ranch will manage the Property in a manner that is consistent with the Management Plan and any Annual Work Plan which will in general terms include providing security to the Property, providing maintenance and upkeep for facilities and improvements and managing authorized Recreational Uses on the Property (“Maintenance and Improvements). However, in no event will R. O. Ranch be required to, nor shall it, expend funds that are significantly in excess of or not reasonably expected amounts budgeted for such Maintenance and Improvements.

**B. APPROVAL OF MANAGEMENT PLAN:** Within six (6) months of the Effective Date of this Agreement, R. O. Ranch will provide the District for its review and approval a Management Plan that describes the overall essential site management that the Authority will implement during the term of this Agreement. The Management Plan will be written in accordance with the District’s procedures.

**C. REVIEW AND PROCESS FOR MANAGEMENT PLAN:**

*i.* **COMMENT PERIOD:** The parties will engage in the following review process for the Management Plan.

1. Within ninety (90) days from the District’s receipt of the Management Plan (“Comment Period”), the District will provide its comments and recommendations to R. O. Ranch (“Comments”). If the District provides Comments, R. O. Ranch will respond to the District within thirty (30) days from the receipt of the Comments in the following manner:

- a. Prepare and provide the District with a revised Management Plan that incorporates the Comments; or
- b. Respond to the District as to why it is not feasible to revise the Management Plan to address the Comments; or
- c. Request the District grant additional time to complete the necessary research to respond to the Comments or
- d. Meet with the District staff to resolve the issues presented in the Comments.

*ii.* **APPROVAL ASSUMED:** If the District fails to provide Comments within the Comment Period the Management Plan will be deemed accepted.

*iii.* **CONSENTS AND COOPERATION:** The District, as the underlying fee owner of the Property, hereby agrees to cooperate and assist R. O. Ranch in obtaining any permits, licenses, financial grants, consents, approvals or any other similar applications,

requests or approvals that are reflected in, required by, or conform to any activities referenced or implied by the Management Plan.

**D. SUBMISSION OF ANNUAL WORK PLAN AND ANNUAL WORK REPORT**

- i.* **ANNUAL WORK PLAN**: In order to budget and implement the Management Plan, except for the year 2010, R. O. Ranch will provide to the District in the month of June of each year, commencing the year following the Effective Date of this Agreement, a draft annual work plan (“Annual Work Plan”). In 2010, the draft Annual Work Plan will be submitted prior to the September District Board Meeting. The Annual Work Plan will provide a brief description of the scheduled management activities, maintenance and improvements that R. O. Ranch plans to provide on the Property beginning in the following fiscal year (October 1 – September 31) in order to implement the requirements of the Management Plan.
  
- ii.* R. O. Ranch will submit an annual budget as part of its Annual Work Plan to the District. R. O. Ranch will specifically include the proposed fee schedule and the summary of the insurance policies in its submittal to the District. The District will consider approval of the proposed budget and fees no later than its meeting in September.
  1. **COMMENT PERIOD**: The parties agree to the following review process for the Annual Work Plan.
    - a. Within thirty (30) days from the District’s receipt of the Annual Work Plan (“Comment Period”), the District will provide its comments and recommendations to the R. O. Ranch (“Comments”). If the District provides Comments, R. O. Ranch will respond to the District within thirty (30) days from receipt of the Comments (“Comment Deadline”) in the following manner:
      - i. Prepare and provide the District with a revised Annual Work Plan that incorporates the Comments;  
or
      - ii. Respond to the District as to why it is not feasible to revise the Annual Plan to address the Comments; or
      - iii. Request the District grant additional time to complete the necessary research to respond to the Comments;  
or
      - iv. Meet with the District staff to resolve the issues presented in the Comments.

2. **APPROVAL ASSUMED**: Should the District fail to provide Comments within the Comment Deadline the Annual Work Plan will be deemed accepted.

iii **ANNUAL WORK REPORT**: On or about November 1<sup>st</sup> of each year, commencing the year following the Effective Date of this Agreement, R. O. Ranch will submit to the District a report describing the maintenance and improvements made to the Property during the prior twelve (12) month period.

**E. INSPECTION OF WORK PROGRESS**: Commencing in December of the year following the Effective Date of this Agreement, and each December or January thereafter during the term of this Agreement, the District and R. O. Ranch together may inspect the Property to determine if activities and ongoing maintenance are adequately and correctly implementing the work described in the Management Plan and the previous Annual Work Plan and Annual Work Report. The District may otherwise inspect the Property at any reasonable time upon prior notice to R. O. Ranch to determine conformance with the Annual Work Plan and Management Plan.

#### **4. OPERATION AND MAINTENANCE OF THE PROPERTY AND FACILITIES**

**A. SPECIAL USE**: R. O. Ranch may authorize and coordinate the implementation of and terms for any Special Use of the Property upon notification to and subsequent written approval by the District. Such Special Use shall not materially interfere with the District's right as fee owner of the Property. The District at its own discretion may authorize and coordinate the implementation of and terms for any Special Use of the Property upon notification to R. O. Ranch. Notwithstanding the foregoing, the District will not implement or authorize implementation of a Special Use on the Property that is inconsistent with or which will or may materially interfere with R. O. Ranch's rights as set forth herein. Further, regardless of R. O. Ranch's or the District's implementation of a Special Use, the party which implements the Special Use will pay, or be responsible, for all costs and expenses related to such Special Use.

**B. RECREATIONAL FACILITIES**: It is expressly understood that the main use of the Property will be for Recreational Use. The Management Plan and Annual Work Plan will delineate R. O. Ranch's obligations to operate and maintain facilities supporting Recreational Uses.

**C. BEST MANAGEMENT PRACTICES**: R. O. Ranch will implement applicable Best Management Practices for all activities conducted under this Agreement in compliance with the Florida Administrative Code.

**D. CONTRACTS:** R. O. Ranch hereby is specifically granted the authority to enter into contracts, leases and other agreements to carry out and to complete duties and obligations of the Management Plan and Annual Work Plan.

**5. CAPITAL IMPROVEMENTS**

**A.** R. O. Ranch will have the use and control of all structures and improvements on the Property, except as may be herein reserved by the District.

**B.** R. O. Ranch will provide regular maintenance to keep all structures, improvements and equipment in a clean, safe and usable condition in which may be reasonably expected to maximize the useful life.

**C.** At present, the R. O. Ranch improvements include the Visitor Center, the Panther Jim's Lodge, Morgan Field Station, the campground, roads, trails, pastures, fences and the operations area ("The Hangar"). The District reserves the use of two offices in the Morgan Field Station for District staff and, in addition the District staff will have use of all the common areas in the building.

**D.** The District and R. O. Ranch will share the use of The Hangar for storage, work shop and office space as needed for the District field supervisor and any inmate crews which may be utilized.

**E.** Upon a notice of not less than two (2) weeks, the District may use any of the other facilities at no charge in so long as such use does not interfere with the existing commitments and other use planned by R. O. Ranch. The District will be responsible for cleanup of the facilities after its use.

**F.** Other than as herein specifically set forth or as may be agreed upon by the District, the District acknowledges that R. O. Ranch is not authorized nor required to construct any Facilities on the Property. R. O. Ranch may only construct new Facilities on the Property upon written approval of the District.

**G.** The District shall maintain property, casualty and liability insurance in accordance with the District's policies and procedures and will be responsible for work on the roof of the buildings and structural repairs. The cost of the insurance will be itemized in the budget. All internal repairs and other repairs will be the responsibility of R. O. Ranch.

**H.** All Capital Improvements will become the property of the District regardless of the source of the funds.

**I.** To assist R. O. Ranch with the commencement of operations, the District will for one time only furnish the use of two (2) trucks titled in the name of the District for use by R. O. Ranch. In addition, the District will furnish to R. O.

Ranch a Massey-Ferguson tractor together with implements and an ATV for use by R. O. Ranch.

- J.** R. O. Ranch will be responsible for the fuel and maintenance of the trucks, tractor with implements and ATV.
- K.** The District will transfer all of its ownership rights in the livestock, wagons and other equipment, other than set forth above, to R. O. Ranch.
- L.** The assets turned over by the District to R. O. Ranch hereunder except for the livestock, wagons and other equipment of which the ownership is transferred shall be returned to the District at the end of the useful life for disposal by the District. Thereafter, R. O. Ranch will have to supply its own equipment as the District is not obligated to furnish the same.
- M.** The District will provide furniture and fixtures for the Visitor Center, Panther Jim's Lodge, the bath house and campgrounds sufficient for the intended use by visitors and guests. R. O. Ranch will maintain the furniture and fixtures and will provide replacements as needed.
- N.** The District will provide computers, including software and telephones as needed for the operation of the facility. R. O. Ranch will maintain the equipment, pay any connection and usage fee at the initial set-up and will return to the District at the end of its useful life. R. O. Ranch will provide replacements for such equipment at the end of its useful life

## **6. STAFFING**

- A.** The District will provide a Business Resource Specialist for thirty (30) hours per week to provide clerical services such as receptionist, management, reservations and assistant. The Business Resource Specialist will only be furnished through September 30, 2012.
- B.** The District will provide the services of a Field Supervisor for twenty (20) hours per week to supervise the operations and the services from the inmate crew from the Mayo Correctional Institution which also will be provided subject to availability. The Field Supervisor will only be furnished through September 30, 2012.
- C.** A Facility Director will be furnished by the District to manage all construction projects on R. O. Ranch until the current phase of construction development is completed. Through at least September 30, 2011, the Facility Director will be available as needed to assist R. O. Ranch in operation maintenance of the facility, however, the Facility Director will not organize and manage events.

- D. After the dates set forth above for the Business Resource Specialist, Field Supervisor and Facility Director, the District may assign individuals to R. O. Ranch at its discretion, and by accepting the same, R. O. Ranch will reimburse the District for the cost of its services.
- E. R. O. Ranch will hire and contract for personnel necessary to operate and maintain the facility in such a way as to protect the District's investment in the real and personal property and to offer a high quality recreational experience to the public. Upon phase out of the District staff as outlined above, R. O. Ranch will be responsible for the cost of all personnel.

**7. USE OF THE PROPERTY**

- A. R. O. Ranch will operate the property in accordance to Section 373.1391 F.S. and Chapter 40B-9 FAC.
- B. The Property may be managed as an equestrian oriented park and campground, but other compatible resource based recreational activities will be permitted.
- C. The Property will be used by private groups for weddings, reunions or recreational purposes. The Panther Jim's Lodge may be rented for vacation lodging and used for functions similar to the Visitor Center.
- D. R. O. Ranch shall set reasonable policies and guidelines, including fee schedules, as approved by the District, for the use of the Property and Facilities so long as they meet all applicable laws and rules and are consistent with the Recreation Uses and Special Uses.
- E. All uses will be conducted and managed in a way that protects the environmental resources on the Property and does not permanently degrade the property.
- F. R. O. Ranch's visitors and activities may use adjacent District lands in accordance with applicable rules set forth by the District and as such lands are made available by the District.

**8. MANAGEMENT AND MAINTENANCE**

- A. R. O. Ranch will be responsible for all recreational uses on the Property and the maintenance of all Facilities that support those activities.
- B. The District will provide resource management on the Property including timber management, fire line maintenance, prescribed burning and exotic species control. The District will submit a plan for any such activities to R. O. Ranch and will coordinate with R. O. Ranch to ensure that the management

activities do not unnecessarily interfere with the recreational activities on the Property. The District will assist in the maintenance of public use roads on the Property.

- C. The District and R. O. Ranch will coordinate and agree on the placement and maintenance of trails on adjacent District lands.

## **9. ENVIRONMENTAL MANAGEMENT**

- A. R. O. Ranch shall maintain the roads, trails and storm water management system in accordance with existing permits in such a way as to protect water resources.
- B. R. O. Ranch shall maintain and operate all waste management systems including the two RV dump stations, septic tanks and any manure disposal systems in accordance with the existing permits in such a way as to protect surface water and ground water quality.
- C. The management of all livestock on the Property will prevent negative environmental impacts in the accordance with the best management practices and not exceed the carrying capacity of the site.
- D. R. O. Ranch will minimize the use of fertilizers on pastures and elsewhere and will manage any application of fertilizer to ensure that there are no negative impacts as to surface and ground water. R. O. Ranch will minimize the use of hazardous materials and will ensure that any uses of hazardous materials are in accordance with applicable laws and regulations. The users of such materials must be adequately trained and certified in their use. The disposal of any hazardous materials must not pose a threat to human health or the environment.
- E. R. O. Ranch will be responsible for all maintenance, testing and reporting required in order to provide a public water supply. R. O. Ranch will employ equipment and practices that make the most efficient use of water practical.

## **10. FUNDING**

- A. The proceeds from the purchase of real property interests from R. O. Ranch by the District (“R. O. Ranch Fund”) will continue to be held by the District and will accumulate That Fund will continue to accumulate interest and other income.
- B. To the extent possible, R. O. Ranch will cover its expense through revenues from its operation. If there is a shortfall, R. O. Ranch may request funding from the District which will first come from the accumulated interest from the

R. O. Ranch Fund and then from the principal of the R. O. Ranch Fund or such other funds as the District may approve.

- C. R. O. Ranch may request a transfer of funds from the District in order to meet anticipated obligations consistent with the Annual Work Plan approved by the District. Such transfer will be made on a schedule or, if not on a schedule, pursuant to the submission of a written request which must be approved by the Executive Director of the District.
- D. R. O. Ranch will maintain its own bank accounts for checking and savings together with its own books. R. O. Ranch will institute financial controls necessary to ensure that all funds are handled properly for which they must be fully accounted. A report of all income and expense will be submitted to the District not less frequently than monthly.
- E. R. O. Ranch will cause an audit of its books to be made annually at the expense of R. O. Ranch and upon completion of the audit, will submit the same to the District within 90 days of the end of R. O. Ranch's fiscal year. R. O. Ranch is responsible for the preparation and submission of tax returns, corporate filings, licenses and the like.
- F. Subject to the other provisions of this Agreement, R. O. Ranch may keep and utilize any funds that it generates through its activities or use of the facilities as well as any grants or contributions if received, which income will be used for budgeted expenses except for grants or contributions which will be used to meet the requirements of the grant or contributions. R. O. Ranch will not engage in any activity or practice that will jeopardize its status as a tax-exempt non-profit corporation. Revenues from District resource management activities, such as timber sales, will inure to the benefit of the District.

## **11. LIABILITY**

- A. R. O. Ranch will take responsible steps to minimize its liability, including adopting policies and procedures to protect public safety and posting of statutorily required notices.
- B. R. O. Ranch will maintain the following insurance policies:
  - i.* Directors insurance for the directors of R. O. Ranch.
  - ii.* General liability insurance.
  - iii.* Events insurance on either an annual or per event basis.
- C. The District shall be named as an additional insured on such insurance.

D. Coverage limits must be acceptable to the District and costs of all policies must be included in the budget.

**12. HOUSE**

On July 26, 2006, Frank E. Schulte and his wife, Olive J. Schulte conveyed to The Schulte Charitable Remainder Unitrust the lands (“House”) described in Schedule B attached hereto and reserved a life estate in and to its said Grantors. Subsequent to that date through Mense conveyances the House, subject to the Life Estate, was conveyed to the District. Olive J. Schulte has since passed and upon the demise of Frank E. Schulte, the House shall belong to the District free of the Life Estate. The House shall automatically be part of the Property subject to the use by the family of Frank E. Schulte to make final arrangements, and to preserve the personal property of the deceased, Frank E. Schulte.

**13. DISCRIMINATION**

R. O. Ranch will not discriminate against any individual because of that individual’s race, color, religion, sex, national origin, age, handicaps or marital status with respect to any activity occurring or conducted on the Property.

**14. UNAUTHORIZED USES**

R. O. Ranch will through its agents and employees, use its reasonable efforts to prevent the unauthorized use of the Property or any use thereof not in conformance with this Agreement.

**15. ALCOHOL**

The possession, consumption or other use of any alcoholic beverage, intoxicants and unlawful drug or substance by anyone within or on the Property is prohibited except where the use and possession of alcohol is specifically authorized at the Visitor Center for private groups for weddings, reunions, concerts, community events and similar functions and where Panther Jim’s Lodge is rented for vacation lodging for the same uses as the Visitor Center.

**16. FIREARMS**

The use of firearms, archery equipment, animal traps or other similar devices on District lands is prohibited unless specifically authorized for:

- A. Hunting activities as authorized under paragraph 40B-9.131(3)(j), F.A.C., above;
- B. District initiated land management activities; or
- C. A use specifically authorized by the District through a Special Use Authorization issued under Rule 40B-9.1411, F.A.C.

**17. HUNTING**

Hunting and trapping of wildlife on the Property is prohibited unless it is necessary in connection with exotics and nuisance control or as an authorized hunt. All hunts must be approved by the District and R. O. Ranch.

**18. ASSIGNMENT**

Neither party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party. In the event of any purported assignment of rights in violation of this section, the parties agree that this Agreement shall terminate and is void.

**19. ARCHAEOLOGICAL AND HISTORICAL SITES**

Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of the archaeological and historic sites on the Property is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. R. O. Ranch will make all reasonable efforts to ensure that adequate measures have been planned to locate, identify and protect and preserve the archaeological and historical sites and properties on the Property.

**20. TAXES AND ASSESSMENTS**

If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the Property or the personal property based on R. O. Ranch's use thereof during the term of this Agreement R. O. Ranch will pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event R. O. Ranch fails to pay all the taxes assessed or levied on the Property or the Facilities within thirty (30) days after receiving notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorneys fees. Failure of R. O. Ranch to pay said taxes will constitute a material breach of this Agreement

**21. FEES**

**A. USER FEES:** R. O. Ranch may charge an entrance or user fee to the visitors and users of the Property and Facilities after receiving prior written approval from Districts. Any such fees charged by R. O. Ranch will be used for the sole purpose of R. O. Ranch for the actual and budgeted expenses incurred or to be

incurred in the operation, maintenance and security of the Property and Facilities.

- B. **OTHER REVENUES**: R. O. Ranch may explore other revenue-producing initiatives that are compatible with the purposes for which the Property was acquired and compatible with Florida Statutes after obtaining written approval from the District. Any revenue that is generated by R. O. Ranch under these conditions will be applied to management and operation costs of the Property and the Facilities.

## 22. **TERMINATION AND DEFAULT**

- A. The District at its sole discretion may terminate this Agreement at any time upon a ninety (90) day written notice to R. O. Ranch.
- B. In the Event of Default, the District may serve to R. O. Ranch notice and failing of which to comply with the terms hereof, the District may terminate this Agreement.
- C. **DEFAULT**: The District may terminate this Agreement as set forth below upon the following events of default (“Events of Default”):
  - i. R. O. Ranch fails to submit a Management Plan or Annual Work Plan in accordance with the terms of this Agreement; or
  - ii. R. O. Ranch intentionally destroys or degrades the natural systems, or rare or endangered habitats that are targeted for preservation, except as provided in any Management Plan or Annual Work Plan; or
  - iii. The Authority intentionally violates any Federal, State or local laws, rules, regulations or ordinances relating to the Property; or
  - iv. R. O. Ranch causes the Property to be contaminated with Hazardous Wastes or other pollutants; or
  - v. R. O. Ranch fails to comply with the other terms of this Agreement.

In the event of a Default, the District will notify R. O. Ranch in writing as to the nature of the default (“Notice of Default”). R. O. Ranch will have thirty (30) days from the date of receipt of the Notice of Default to cure said default or, if the default cannot be cured within the said thirty days, commence a cure of the default and diligently pursue same until completion.

- 23. **NO REGULATORY AUTHORITY GRANTED** This Agreement will not be construed to grant any permits or regulatory authority as to any uses or activity upon the Property.

**24. LIABILITY** Nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

**25. RECORDING** This Agreement may not be recorded.

**Notices** Any and all notices, requests or other communications hereunder will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To R. O. Ranch:        R. O. Ranch, Inc.  
                                  c/o Chairman of the Board of Directors  
                                  696 SE CR 357  
                                  Mayo, FL 32066

To the District:        Suwannee River Water Management District  
                                  c/o Chairman of the Governing Board  
                                  9225 CR 49  
                                  Live Oak, FL 32060

**26. GOVERNING LAW** This Agreement will be construed and enforced in accordance with the laws of the State of Florida and in any action, venue shall lie in Suwannee County, Florida.

**27. BINDING EFFECT** This Agreement will be binding upon and injure to the benefit of the parties hereto, and their representatives, successors and assigns.

**28. AMENDMENTS** This Agreement may be amended in writing by mutual consent of the District and R. O. Ranch.

**[SIGNATURE PAGE TO FOLLOW]**

Signed, sealed, and delivered  
in the presence of:

**SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT**

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

By: \_\_\_\_\_  
Don Quincey, Jr., Chairman of  
the Governing Board

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

**ATTEST:**

By: \_\_\_\_\_  
Carl Meece  
Secretary/Treasurer

**R. O. RANCH, INC.**

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

By: \_\_\_\_\_  
Heath Davis, Chairman of the  
Board of Directors

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA  
COUNTY OF SUWANNEE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Don Quincey, Jr., as Chairman and Carl Meece, as Secretary/Treasurer, of the Governing Board of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who are personally known to me.

*(Notary Seal)*

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of, -  
\_\_\_\_\_, 2010, by Heath Davis, as Chairman of the Board of Directors, and  
\_\_\_\_\_, as \_\_\_\_\_, of R. O. Ranch, Inc., a  
Florida Non-Profit corporation, on behalf of the corporation, who are personally known  
to me.

*(Notary Seal)*

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida  
My Commission Expires: \_\_\_\_\_

Schedule A  
Legal Description

Section 25, T6S, R10E

That portion of the SE1/4 of the SW1/4 east of SR 51, and that portion of the SE1/4 of the SE1/4 west of CR 357

Section 36, T6S, R10E

That portion lying west of CR357 and east of Two Mile Branch to its point of confluence with Owl Creek and thereafter to the east of Owl Creek; and that portion of the N1/2 of the NE1/4 of the NW1/4 lying east of State Road 51

Section 31, T6S, R11E

That portion of the NW1/4, the N1/2 of the SW1/4 and the S1/2 of the SW1/4 lying west of CR 357

Section 1, T7S, R10E

That portion lying east of Owl Creek

Section 6, T7S, R11E

Beginning on the West boundary of Said Section 6, at a point 2123.40 feet North of the Southwest corner of said Section 6; thence run East 2172.40 feet to County Road 357; thence run Northerly along the West boundary of said Road, 1948.16 feet; thence run West 1697.40 feet to the West line of Section 6; thence run South along said West line to the Point of Beginning.

1,140 acres ±

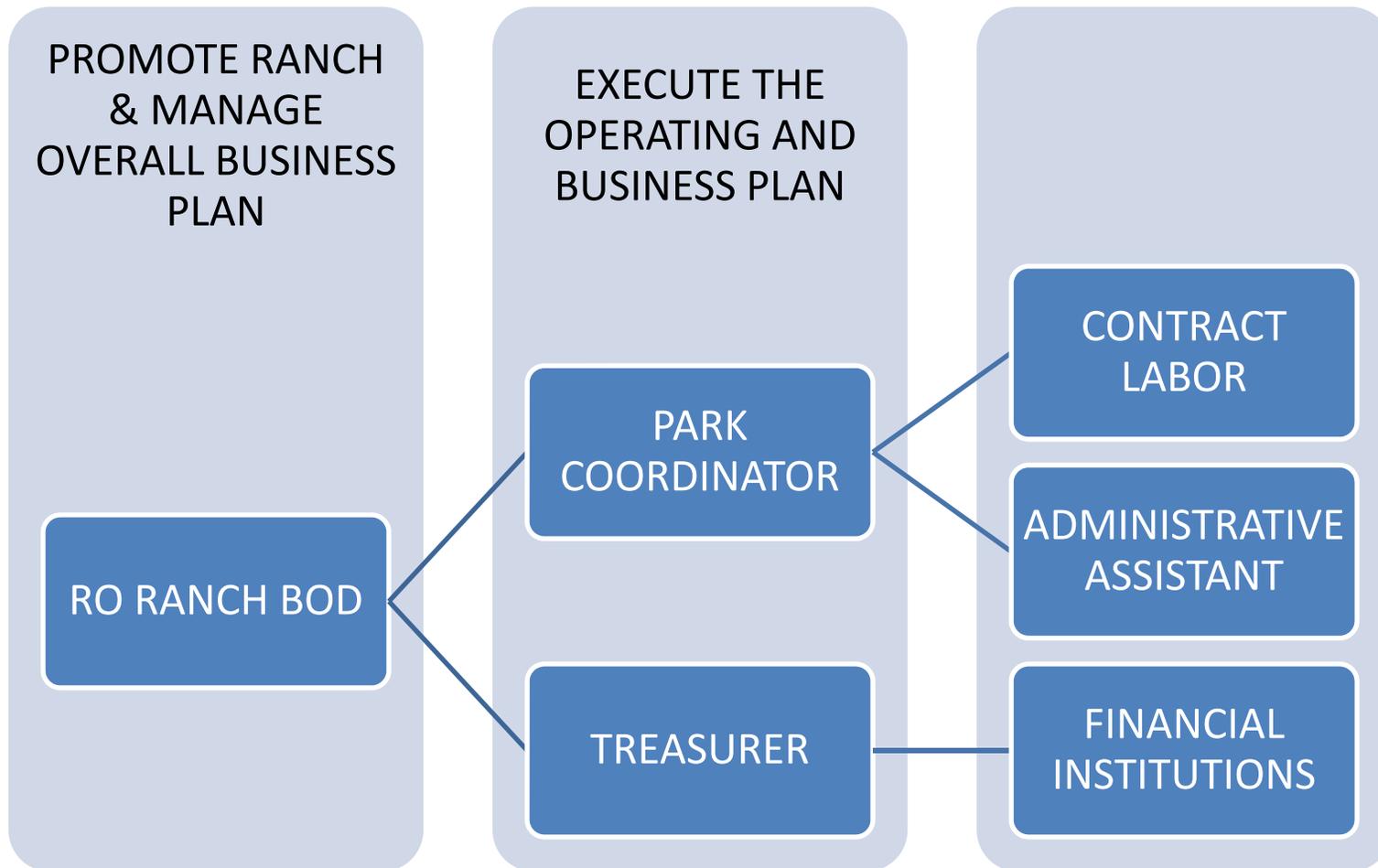
# FY2010/11 OPERATING PLAN

TIMELINE	ACTION
1 <sup>ST</sup> QUARTER	SETUP ADMIN. INFRASTRUCTURE
	HIRE PARK COORDINATOR
	SETUP TRAIL RIDING CLUB
	PROMOTE/ADVERTISE RANCH
	PLAN JAN. 2011 OPENING
2 <sup>ND</sup> QUARTER	FULLY OPEN FOR BUSINESS
	1 <sup>ST</sup> OTRLY. RIDING CLUB EVENT
	QTRLY. TRAIL/ROAD MAINTENANCE
3 <sup>RD</sup> QUARTER	QTRLY. GROUNDS MAINTENANCE
	SAME
4 <sup>TH</sup> QUARTER	SAME PLUS QTRLY. FIELD MAINTENANCE

Attachment 4  
R. O. Ranch Annual Cash Flow Analysis  
Fiscal Year 2010-2011

FY2010-11		ANNUAL PLAN	FY2010-11 FORECAST	MONTHLY:											
				OCT.	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
<b>REVENUE</b>		\$ 184,750	\$ 150,400	\$ 20,000	\$ 10,000	\$ 10,750	\$ 13,517	\$ 13,517	\$ 13,517	\$ 11,517	\$ 11,517	\$ 11,517	\$ 11,517	\$ 11,517	\$ 11,517
	SRWMD	\$ 100,000	\$ 100,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
	EQUESTRIAN EVENTS	\$ -	\$ -												
	VISITORS CENTER	26 TIMES @ \$250	\$ 6,500	\$ 5,000	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
	CAMPING	20% OCCUPANCY	\$ 58,400	\$ 31,200	\$ -	\$ -	\$ -	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467	\$ 3,467
	LODGE RENTAL	25% OCCUP. WEEKS & WE'S	\$ 16,250	\$ 11,500	\$ -	\$ -	\$ 250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
	TRAIL RIDING		\$ 3,600	\$ 2,700	\$ -	\$ -	\$ -	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
	HUNTING		\$ -	\$ -											
	FUNDRAISERS (4)		\$ -	\$ -											
	MITIGATION		\$ -	\$ -											
<b>EXPENSES</b>		\$ 175,928	\$ 147,131	\$ 12,022	\$ 11,177	\$ 8,677	\$ 13,966	\$ 12,901	\$ 11,551	\$ 13,966	\$ 12,901	\$ 11,551	\$ 13,966	\$ 12,901	\$ 11,551
	LABOR	\$ 82,150	\$ 62,275	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190	\$ 5,190
		RANCH MANAGER	\$ 46,375	\$ 46,375	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865	\$ 3,865
		ADMIN. ASSISTANT	\$ 19,875	\$ -											
		PART TIME	\$ 15,900	\$ 15,900	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325
	SUPPLIES		\$ 6,280	\$ 6,280	\$ 280	\$ 300	\$ 300	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
	UTILITIES		\$ 11,388	\$ 10,116	\$ 375	\$ 375	\$ 375	\$ 999	\$ 999	\$ 999	\$ 999	\$ 999	\$ 999	\$ 999	\$ 999
	ROAD MAINTENANCE		\$ 6,400	\$ 3,450	\$ -	\$ -	\$ -	\$ -	\$ 1,150	\$ -	\$ -	\$ 1,150	\$ -	\$ -	\$ 1,150
	TRAIL MAINTENANCE		\$ 10,000	\$ 10,000		\$ 2,500		\$ 2,500		\$ 2,500			\$ 2,500		\$ 2,500
	FACILITY MAINTENANCE		\$ 11,700	\$ 9,000			\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
	EQUIP'MT MAINTENANCE		\$ 8,300	\$ 6,300	\$ 858	\$ 358	\$ 358	\$ 858	\$ 358	\$ 358	\$ 858	\$ 358	\$ 358	\$ 858	\$ 358
	FUEL		\$ 10,450	\$ 10,450	\$ 871	\$ 871	\$ 871	\$ 871	\$ 871	\$ 871	\$ 871	\$ 871	\$ 871	\$ 871	\$ 871
	ADVERTISEMENT		\$ 10,000	\$ 10,000	\$ 800	\$ 1,000	\$ 1,000	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800
	INSURANCE		\$ 11,260	\$ 11,260	\$ 2,815	\$ -	\$ -	\$ 2,815	\$ -	\$ -	\$ 2,815	\$ -	\$ -	\$ 2,815	\$ -
	TRAVEL		\$ 1,000	\$ 1,000	\$ 250		\$ 250			\$ 250			\$ 250		\$ 250
	MEETINGS		\$ 3,000	\$ 3,000	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
	MISCELLANEOUS		\$ 4,000	\$ 4,000.00	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333
<b>CASHFLOW</b>		\$ 8,822	\$ 3,269	\$ 7,978	\$ (1,177)	\$ 2,073	\$ (449)	\$ 616	\$ 1,966	\$ (2,449)	\$ (1,384)	\$ (34)	\$ (2,449)	\$ (1,384)	\$ (34)
<b>CUMCASHFLOW</b>				\$ 7,978	\$ 6,801	\$ 8,874	\$ 8,424	\$ 9,040	\$ 11,006	\$ 8,556	\$ 7,172	\$ 7,137	\$ 4,688	\$ 3,303	\$ 3,269
<b>CAPITAL EXPENDITURES</b>		\$ 2,764,600													
	EQUESTRIAN CENTER	\$ -													
		COVERED ARENA	\$ -												
		OUTSIDE ARENA	\$ -												
	VISITORS CENTER	\$ 680,000													
	CAMPING	\$ 427,600													
		HOOK UPS	\$ 277,600												
		BATH HOUSE	\$ 150,000												
	TRAIL RIDING	\$ 118,000													
		TRAIL HEAD	\$ 18,000												
		STEINHATCHEE TRAIL	\$ 100,000												
	LODGE	\$ 243,000													
	ROADS	\$ 1,180,000													
		PREP	\$ 800,000												
		PAVING	\$ -												
		STORM WATER	\$ 380,000												
	EQUIPMENT	\$ 126,000													
		TRUCK(S)	\$ 40,000												
		TRACTOR	\$ 60,000												
		MOWER	\$ 15,000												
		LAWN MOWER	\$ 9,000												
		MISCELLANEOUS	\$ 2,000												

# R.O. RANCH MANAGEMENT STRUCTURE



# FIVE YEAR OPERATION PLAN

ACTION PLANNED	FY2010 /11	FY2011 /12	FY2012 /13	FY2013/ 14	FY2014 /15
VISITOR CENTER	X	X	X	X	X
RIDING CLUB	X	X	X	X	X
PANTHER JIM LODGE	X	X	X	X	X
CAMPING	X	X	X	X	X
EQUESTRIAN EVENT(S)		X	X	X	X
OPEN ARENA				X	
CLOSED ARENA					?
FUND RAISER(S)		X	X	X	X
HUNTING EVENTS		X	X	X	X

Attachment 7  
R. O. Ranch  
Five Year Financial Plan

			FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15
<b>REVENUE</b>			\$ 150,400	\$ 188,000	\$ 191,480	\$ 194,480	\$ 200,480
	SRWMD		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	EQUESTRIAN EVENTS		\$ -	\$ -	\$ 3,000	\$ 6,000	\$ 12,000
	VISITORS CENTER	26 TIMES @ \$250	\$ 5,000	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
	CAMPING	20% OCCUPANCY	\$ 31,200	\$ 58,400	\$ 58,400	\$ 58,400	\$ 58,400
	LODGE RENTAL	25% OCCUP. WEEKS & W	\$ 11,500	\$ 16,250	\$ 16,250	\$ 16,250	\$ 16,250
	TRAIL RIDING		\$ 2,700	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600
	HUNTING		\$ -	\$ 750	\$ 1,230	\$ 1,230	\$ 1,230
	FUNDRAISERS (4)		\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
	MITIGATION		\$ -	\$ -	\$ -	\$ -	\$ -
<b>EXPENSES</b>			\$ 147,131	\$ 156,053	\$ 175,928	\$ 175,928	\$ 175,928
	LABOR		\$ 62,275	\$ 62,275	\$ 82,150	\$ 82,150	\$ 82,150
		RANCH MANAGER	\$ 46,375	\$ 46,375	\$ 46,375	\$ 46,375	\$ 46,375
		ADMIN. ASSISTANT	\$ -		\$ 19,875	\$ 19,875	\$ 19,875
		PART TIME	\$ 15,900	\$ 15,900	\$ 15,900	\$ 15,900	\$ 15,900
	SUPPLIES		\$ 6,280	\$ 6,280	\$ 6,280	\$ 6,280	\$ 6,280
	UTILITIES		\$ 10,116	\$ 11,388	\$ 11,388	\$ 11,388	\$ 11,388
	ROAD MAINTENANCE		\$ 3,450	\$ 6,400	\$ 6,400	\$ 6,400	\$ 6,400
	TRAIL MAINTENANCE		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	FACILITY MAINTENANCE		\$ 9,000	\$ 11,700	\$ 11,700	\$ 11,700	\$ 11,700
	EQUIP'MT MAINTENANCE		\$ 6,300	\$ 8,300	\$ 8,300	\$ 8,300	\$ 8,300
	FUEL		\$ 10,450	\$ 10,450	\$ 10,450	\$ 10,450	\$ 10,450
	ADVERTISEMENT		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	INSURANCE		\$ 11,260	\$ 11,260	\$ 11,260	\$ 11,260	\$ 11,260
	TRAVEL		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
	MEETINGS		\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
	MISCELLANEOUS		\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000

Attachment 7  
R. O. Ranch  
Five Year Financial Plan

			FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15
<b>CASHFLOW</b>			\$ 3,269	\$ 31,947	\$ 15,552	\$ 18,552	\$ 24,552
<b>CUMCASHFLOW</b>			\$ 3,269	\$ 35,216.00	\$ 50,768.00	\$ 69,320.00	\$ 93,872.00
<b>CAPITAL EXPENDITURES (TOTAL)</b>			\$ 2,774,600	\$ 2,774,600	\$ 2,774,600	\$ 2,924,600	\$ 2,924,600
	EQUESTRIAN CENTER		\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
		COVERED ARENA	\$ -	\$ -	\$ -	\$ -	\$ -
		OUTSIDE ARENA	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
	VISITORS CENTER		\$ 680,000	\$ 680,000	\$ 680,000	\$ 680,000	\$ 680,000
	CAMPING		\$ 427,600	\$ 427,600	\$ 427,600	\$ 427,600	\$ 427,600
		HOOK UPS	\$ 277,600	\$ 277,600	\$ 277,600	\$ 277,600	\$ 277,600
		BATH HOUSE	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
	TRAIL RIDING		\$ 118,000	\$ 118,000	\$ 118,000	\$ 118,000	\$ 118,000
		TRAIL HEAD	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
		STEINHATCHEE TRAIL	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	LODGE		\$ 243,000	\$ 243,000	\$ 243,000	\$ 243,000	\$ 243,000
	ROADS		\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000	\$ 1,180,000
		PREP	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000
		PAVING	\$ -	\$ -	\$ -	\$ -	\$ -
		STORM WATER	\$ 380,000	\$ 380,000	\$ 380,000	\$ 380,000	\$ 380,000
	EQUIPMENT		\$ 126,000	\$ 126,000	\$ 126,000	\$ 126,000	\$ 126,000
		TRUCK(S)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
		TRACTOR	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
		MOWER	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
		LAWN MOWER	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
		MISCELLANEOUS	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000

**Position Title:** R.O. Ranch Equestrian Park Coordinator

**Organizational Assignment:** The R.O. Ranch Equestrian Park Coordinator will be housed at the R.O. Ranch Equestrian Park under the direct supervision of the R.O. Ranch Inc., Board of Directors.

**Education and Experience:** Five or more years of experience in ranch or park management, particularly involving public equestrian-related programs, and a college degree or specialized training are highly desirable.

**Duties and Responsibilities:** The R.O. Ranch Equestrian Park Coordinator is responsible for the day to day management of the R.O. Ranch Equestrian Park and coordination of equestrian activities at the Park. Specific duties include, but are not limited to, the following:

- Report to the R.O. Ranch Inc., Board of Directors on management activities and expenditures.
- Work with the R.O. Ranch Inc., Board of Directors' treasurer to prepare annual budget as part of the Annual Work Plan to specifically include the proposed fee schedule, summary of insurance policies, and track expenditures.
- Prepare an Annual Work Plan detailing the maintenance and improvements the R.O. Ranch shall make on the property in the following year.
- Supervise R.O. Ranch personnel, contractors, and volunteers.
- Manage daily operations of the Park.
- Manage the daily maintenance of the R.O. Ranch and assist in the maintenance tasks that are performed on a scheduled basis including upkeep of equipment, feeding, cleaning of stalls and grooming of animals. Must be able to safely handle a team of horses pulling a wagon or carriage.
- Coordinate the procurement of materials needed to operate the R.O. Ranch.
- Coordinate the planning and development of equestrian trails on R.O. Ranch and adjacent District-owned lands.
- Inform user groups and the public about equestrian activities on the R.O. Ranch and other District properties.
- Coordinate events and activities by user groups or other third parties on the R.O. Ranch.
- Supervise marketing/sales, operations, and guest services.
- Promote the R.O. Ranch and represent the facility to federal, state, and local agencies/governments, organizations and individuals.

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: August 10, 2010  
RE: Approval of Qualified Appraiser List for Fiscal Year 2011

RECOMMENDATION

Staff requests approval of the following list of appraisers for the Fiscal Year 2011 qualified appraiser list.

<u>Appraiser</u>	<u>Location</u>
John W. Arline	Ocala
William Carlton	Tallahassee
Craig H. Clayton	Altamonte Springs
Richard S. Hale	Lake City
James I. Miller	Satellite Beach
Robert F. Nolan III	Orange Park
John Robinson	Winter Garden
Charles B. Rogers	Jacksonville
Lawrence H. Saucer	Lake City
Robert S. Sutte	Winter Park
Thomas C. Tompkins	Lake City
John A. (Tony) Wallace	Gainesville
Cynthia Wright	Tallahassee

BACKGROUND

To ensure a consistent level of quality in appraisal reports and to reduce administrative costs, the Suwannee River Water Management District maintains a list of appraisers who are pre-qualified for District assignments. The original request for qualifications process was conducted in 2008. With the exception of

Michael Candler, who now conducts review appraisals, all of the original qualified appraisers remain active on District projects.

Procedures allow for qualified appraisers to be approved for up to two additional years upon mutual agreement of District and appraisers. Upon Board approval, this list of appraisers will receive requests for bids for appraisals during Fiscal Year 2011.

This is the last year for re-approval of this list of appraisers. A request for qualifications will be sent out next year, and an updated list of appraisers will be presented to the Governing Board for approval.

gal

cc: Charlie Houlder

MEMORANDUM

TO: Governing Board

FROM: Richard Rocco, Real Estate Coordinator

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Terry Demott, Sr. Land Resource Coordinator

DATE: August 11, 2010

RE: Approved Environmental Auditor List for Fiscal Year 2011

RECOMMENDATION

Staff recommends approving the following list of contractors for environmental audit and baseline inventory of District projects during Fiscal Year 2011.

American Compliance Technologies	Bartow
BCI Engineers & Scientists	Lakeland
BEM Systems	Orlando
Environmental Consulting & Technology, Inc.	Gainesville
Environmental Services Inc.	Jacksonville
Florida Environmental and Land Services, Inc.	Tallahassee
Geovac Environmental Services, Inc.	Jacksonville
GLE Associates	Gainesville
MACTEC	Tallahassee
Madison Engineering, LLC	Madison
PBS&J Environmental Sciences	Tallahassee
Spectra Engineering and Research, Inc.	Tallahassee
William Szary, PG	Tampa

BACKGROUND

As part of the acquisition process, phase I environmental audits and baseline inventories are conducted on properties before closing. To ensure a consistent level of quality in these audits and to reduce administrative costs, the Suwannee

River Water Management District maintains a list of contractors who are pre-qualified for District assignments.

The original request for qualifications and environmental auditor list was approved by the Governing Board in September of 2008. District procedures allow for this type of list to be re-approved on a yearly basis for up to two additional years upon mutual agreement of District and Contractors. Upon Governing Board approval, this list of contractors will receive requests for bids for environmental audit work to be done during the upcoming fiscal year.

gal

cc: Charlie Houder

007-00033

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: August 10, 2010  
RE: Approved Surveyor List for Fiscal Year 2011

RECOMMENDATION

Staff recommends approving the following list of contractors for survey of District projects during Fiscal Year 2011:

<u>Surveyor</u>	<u>Firm</u>	<u>Location</u>
Jon Bowan	A & J Land Surveyors	Jacksonville
Thomas Hughes	Bartram Trail Surveying	Green Cove Springs
Kevin W. Hewett	Causseaux, Hewett & Walpole	Gainesville
L. Dale Rowell	Delta Land Surveyors, Inc.	Perry
Glenn L. Lusink	Dyer, Riddle, Mills & Precourt	Jacksonville
David D. Kealy	GCY Surveyors	Tallahassee
Michael L. Harbert	George F. Young, Inc.	Gainesville
J. Sherman Frier	J. Sherman Frier Associates	Live Oak
Michael Givens	King Engineering	Jacksonville
Darryl Thies	L D Bradley Surveyors	Jacksonville
Gary C. VanPool	Mulkey Inc. - FL	Jacksonville
John M. Clyatt	Pickett & Associates	Bartow
Walton Poppell	Putnal & Associates	Madison
David L. Lampp	Robert M. Angus Associates	Jacksonville
Thomas K. Meade	Southeastern Surveying & Mapping	Madison
Thomas C. Whidden	Whidden Surveying & Mapping	West Palm Beach

BACKGROUND

As part of the acquisition process, boundary survey and marking are conducted on parcels before closing. From time to time certain other parcels which were not surveyed or need to be updated are included. To ensure a consistent level of quality in this surveying process and to reduce administrative costs, the District maintains a list of contractors who are pre-qualified for District assignments.

The request for qualifications process was conducted in 2008. At that time there were 27 surveyors approved to bid on District projects. In July of 2009 staff reviewed its bid respondents and discovered that 11 of the 27 surveyors on the original list had not responded to requests for bids within the last year. A memo was sent to all the surveyors on the approved list explaining our intent to delete those non-respondents from the list of approved surveyors. None of the non-respondents protested the elimination of their firms from the list. This year Whidden Surveying & Mapping was the only firm that did not respond to requests for bids. However Mr. Whidden has requested his firm remain on the active list.

Procedures allow for qualified surveyors to be re-approved for up to two additional years upon mutual agreement of District and Contractors. Upon Board approval, this list of contractors will receive requests for bids for surveys during Fiscal Year 2011.

gal  
cc: Charlie Houder  
008-00330

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: August 10, 2010  
RE: Review Appraiser Services

RECOMMENDATION

Staff recommends Michael D. Candler, MAI, SRA, of Candler Appraisal Services, Inc., for Review Appraiser Services for Fiscal Year 2011 at a price not to exceed \$30,000 for the year. Staff also recommends Cynthia Wright and Charles B. Rogers as alternate review appraisers.

BACKGROUND

In October 2009 the Governing Board selected Michael Candler to conduct appraisal reviews for Fiscal Year 2010. Mr. Candler has performed his reviews in a timely and professional manner, consistent with the District's expectations. If Mr. Candler has a conflict or cannot conduct an appraisal review, it is anticipated that Ms. Wright or Mr. Rogers would ably substitute in a like manner.

District contractual procedures allow the option to renew contracts for two additional years if there are no changes in the rate schedule. This is the first additional year, and the contractor has agreed to work at the same rates.

Funding for this agreement is included in the FY 2011 budget; this recommendation is contingent upon final adoption of the FY 2011 budget.

gal  
cc: Charlie Houder  
09/10-032

MEMORANDUM

TO: Governing Board

FROM: Edwin McCook, Land Management Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Bob Heeke, Senior Land Resources Manager

DATE: August 16, 2010

RE: Contract 98/99-098 with Florida Fish & Wildlife Conservation  
Commission for Enhanced Law Enforcement

RECOMMENDATION

**Staff requests authorization for the Executive Director to execute a contract renewal with Florida Fish and Wildlife Conservation Commission for Enhanced Law Enforcement for Fiscal Year 2011 for an amount not to exceed \$30,000.**

BACKGROUND

The District entered into a cooperative management agreement with the Florida Fish and Wildlife Conservation Commission in 1999. The agreement was amended in 2003 to provide enhanced law enforcement on District lands. "Enhanced law enforcement" is additional hours spent patrolling and investigating complaints on District lands other than regular patrols. The District's Land Management Specialist meets on a regular basis with the Lieutenant who supervises the program to prioritize areas for additional patrols.

The original budget for this project was set at \$50,000 and continued through 2008. The 2009 budget was increased to \$60,000, but due to budget constraints it was reduced to \$30,000 in January 2009. From October 1, 2009, through July 29, 2010, the officers worked 734 hours, issued 16 tickets, 26 warnings and performed 758 user checks through the enhanced patrol program.

Funding for this agreement is included in the FY 2011 budget. This recommendation is contingent upon final adoption of the FY 2010 budget.

gal  
98/99-098  
cc: Charlie Houlder

## MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resources Manager

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

DATE: August 13, 2010

RE: Division of Forestry (DOF) Cooperative Management Agreement and  
Twin Rivers State Forest Agreement Funding

### RECOMMENDATION

**Staff requests authorization to continue the Cooperative Management Agreement with Florida Division of Forestry and Twin Rivers State Forest Funding for Fiscal Year 2011 for an amount not to exceed \$295,000.**

### BACKGROUND

The District contracts with Florida Division of Forestry (DOF) to complete designated projects on District lands. These services include prescribed burning, native fuels mitigation, fireline services, and standby during prescribed burns. These services are budgeted at \$60,000.

Additionally, the District has leased approximately 12,000 acres to DOF for comprehensive management within Twin Rivers State Forest (TRSF). The lease allows DOF to sell District-owned timber from TRSF to offset the management costs of the Forest. The budget for TRSF is \$174,000 for the state share. The District will pay, from TRSF timber sales proceeds, approximately \$61,000 to private vendors for work on the forest due to state spending authority limitations on DOF. This results in a total TRSF budget of \$235,000. The TRSF budget request is attached.

The funding for these projects is included in the FY 2011 budget, and this recommendation is contingent upon final adoption of the FY 2011 budget.

gal  
cc: Charlie Houser  
SRWMD Contract 04/05-080 and 05/06-131

## Twin Rivers State Forest

### 2010-11 Budget Request

Object Code	Description	Expense Amount
133200	Legal Advertising	\$50
221000	Telephone	\$2,400
225000	Postage, Freight, UPS, etc.	\$222
230000	Printing/Reproduction -(keys, signs, etc.)	\$1,500
241050	Parts & Fittings (Vehicle Maintenance)	\$4,000
242050	Repairs and Maintenance -Non-Contract; Tire repair, vehicle repair	\$2,000
242000	Miscellaneous Repairs - other than vehicles	\$1,000
261010	In State Travel	\$500
271000	Electric Utilities	\$1,600
274000	Garbage Disposal	\$100
320000	Building & Construction Supplies – Miscellaneous Includes \$2,000 for building and installing 10 new gates	\$6,000
341000	Education, Medical, Ag. Supplies	\$100
342000	First Aid - Safety Supplies	\$300
361000	Janitorial	\$200
362000	Minor Tools Including new weed eater (\$500)	\$4,000
363000	Parts and Fittings	\$3,000
364600	Other gas, oxygen, and acetylene	\$200
371000	Gasoline - All purpose	\$7,000
373000	Diesel - All purpose	\$8,000
377000	Lubricants	\$400
380000	Office Supplies - Commercial Purchase	\$1,500
399000	Other Materials & Supplies	\$500
391000	Data Processing Supplies	\$1,000
139900	Inmate Labor @ \$2.00/hr/inmate	\$8,000
	Vehicle Depreciation	\$5,353
	Salary and Benefits	\$119,685
	<b>Operating Budget TOTAL</b>	<b>\$173,257</b>
139900	Ellaville(20ac.), Anderson Springs (68ac.), and Pot Springs(54ac.) Site prep herbicide Chopper and Garlon @ \$65/acre <b>Total 142 acres</b>	\$9,230
139900	V-blade planting 142 acres @ \$90 acre	\$12,780
139900	Containerized Longleaf seedlings 104 thousand @ \$160for 142 acres	\$16,640
139900	Site Prep 198 acres ULW 3lbs/acre (Ellaville 146 ac., MCN 39 ac., MCS 13 ac.) @ \$60/acre	\$11,880
139900	Ellaville ULW release 2lbs/ac on young longleaf pine 90 ac. @ \$50/acre	\$4,500
139900	Delivered Limerock for road repairs	\$6,000
	<b>Silviculture Projects TOTAL</b>	<b>\$61,030</b>
	<b>TOTAL</b>	<b>\$234,287</b>

## MEMORANDUM

To: Governing Board

FROM: Edwin McCook, Land Management Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Bob Heeke, Senior Land Resources Manager

DATE: August 16, 2010

RE: Contract 00/01-213 with the U. S. Department of the Interior Fish and Wildlife Service to Fund a Public Use Specialist at the Cedar Keys National Wildlife Refuge

### RECOMMENDATION

**Staff recommends Governing Board authorization for the Executive Director to continue the agreement with the U. S. Department of the Interior Fish and Wildlife Service (USFWS) to pay for one-half of the salary and benefits for a Public Use Specialist at the Cedar Keys National Wildlife Refuge for an amount not to exceed \$35,000.**

### BACKGROUND

Through a memorandum of understanding with the District, the USFWS manages Atsena Otie Key as part of the Cedar Keys National Wildlife Refuge. The USFWS protects the island and provides for outdoors wildlife-oriented recreation and interpretation on Atsena Otie Key and all islands of the refuge.

In January 2001 the Governing Board authorized the Executive Director to enter into an agreement with USFWS to fund one-half of the salary and benefits for a Public Use Specialist to assist in meeting the demands for public use, environmental education, and interpretative tours of the refuge islands. The agreement was set up for renewal on a yearly basis, with the intent of both parties to renew it for ten years. This will be the final year for this payment.

The position was hired as an employee of the USFWS. In addition to one-half of the salary and benefits, USFWS provides uniforms, transportation, office space, training, equipment, and materials required for successful performance of the position.

Funding for this agreement is included in the FY 2011 budget. This recommendation is contingent upon final adoption of the FY 2011 budget.

gal

00/01-213

cc: Charlie Houser

## MEMORANDUM

TO: Governing Board  
FROM: Brian C. Kauffman, Facilities Director  
THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
DATE: August 9, 2010  
RE: Contract 04/05-250 with Mayo Correctional Institution

### RECOMMENDATION

**Staff recommends continuation of contract 04/05-250 with Mayo Correctional Institution (MCI) to provide inmates for the Inmate Work Program for Fiscal Year 2011.**

### BACKGROUND

The District's inmate work crew is primarily used for small construction projects, building repair and lawn maintenance. No funds change hands under this contract: MCI provides five inmates, and the District provides a Work Crew Leader, materials, tools and transportation.

Projects completed at the R. O. Ranch Equestrian Park this year include renovating the rental lodge for public use, building horse stalls, and assembling the large aluminum culverts. The crew also provided lawn maintenance at the Morgan Field Office and the Crossway Branch Trailhead. On other District property, the crew removed invasive exotics and built informational kiosks. The crew provided lawn maintenance at the District's office in Live Oak, renovated the record storage area, and provided building maintenance.

Terms of this agreement state it shall remain in effect from year to year unless terminated by either party. Based on the success of this program, staff recommends continuing this agreement with MCI.

Funding for the Work Crew Leader, tools and transportation is included in the Fiscal Year 2011 budget and is contingent upon final adoption of that budget by the Governing Board.

gal  
cc: Charlie Houser  
Contract 04/05-250

## MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resources Manager

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

DATE: August 18, 2010

RE: Contract 07/08-054 with the University of Florida for Conserved Forest Ecosystem Outreach and Research Funding

### RECOMMENDATION

**Staff requests authorization to continue contract 07/08-054 for the Cooperative for Conserved Forest Ecosystem Outreach and Research (CFEOR) Funding with the University of Florida for Fiscal Year 2011 for an amount not to exceed \$20,000.**

### BACKGROUND

In 2006 the University of Florida School of Forest Resources and Conservation began working with agencies and organizations that manage conservation lands to see if there is a need for a new cooperative for research and extension. In a time of growing land bases and limited management funding, the idea of pooling resources and sharing information has struck a positive chord and resulted in the formation of CFEOR. Among the founding members are the three northern water management districts, all of the state land management agencies and the USDA Forest Service.

The District will assist with funding the base operations of the cooperative with an \$8,000 annual payment and will provide up to \$12,000 in additional funding in conjunction with other cooperators for specific research projects that address our specific needs. We are currently working on ways to convert plantations through harvest to conditions that more closely represent natural forest conditions. It will

also provide us with a verifiable evidence for meeting the research requirements under the Sustainable Forestry Initiative Standard.

The funding for this Cooperative is included in the FY 11 budget. This recommendation is contingent upon final adoption of the FY 11 budget.

gal

cc: Charlie Houser

SRWMD Contract 07/08-054

## MEMORANDUM

TO: Governing Board  
FROM: Bob Heeke, Sr. Land Resource Manager  
THRU: David Still, Executive Director  
Joe Flanagan, Director Land Acquisition and Management  
DATE: August 13, 2010  
RE: Contract 08/09-007 with Perpetual Contracting, Inc., for Land Management Services for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends approval and execution of an amendment to the Agreement with Perpetual Contracting, Inc., for Land Management Services for Fiscal Year 2011 for an amount not to exceed \$240,000.**

### BACKGROUND

Perpetual 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.

The majority of planned work for FY 2011 is to improve public use roads in the Aucilla, Econfina and Steinhatchee basins. Very little has been done in this area due to ongoing timber interests of the previous owner. Most of that timber has now been harvested, making the investment in road improvements effective at this time due to removal of trees along the roads and no planned heavy equipment use for years to come.

Principal for Perpetual Contracting Inc. is Craig D. Ganus. District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second renewal of this contract.

Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption of that budget.

gal  
cc: Charlie Houder  
SRWMD Contract #08/09-007

MEMORANDUM

TO: Governing Board  
FROM: Scott Gregor, Natural Resource Specialist  
THRU: David Still, Executive Director  
Joe Flanagan, Director Land Acquisition and Management  
DATE: August 11, 2010  
RE: Contract 08/09-022 for Hardwood Chipping services with John A. Cruce Jr., Inc., for Fiscal Year 2011

RECOMMENDATION

**Staff recommends continuing the contract with John A. Cruce Jr., Inc., for Hardwood Chipping services for Fiscal Year 2011. This contract is for an amount not to exceed \$24,000.**

BACKGROUND

Hardwood chipping is an important management activity occurring on District land. It is instrumental in helping the District meet its site preparation (for future planting) and vegetation management goals. In Fiscal Year 2011, staff plans to oversee the chipping of approximately 500 acres using this contract.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract is eligible for renewal.

Principals for John A. Cruce Jr., Inc., are John A. Cruce Jr. and Carol M. Cruce. Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption by the Governing Board.

gal  
cc: Charlie Houser  
Contract 08/09-022

## MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resources Manager

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

DATE: August 17, 2010

RE: Contract 08/09-032 with Natural Resource Planning Services for Land Management Services for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends continuing the contract for land management services with Natural Resource Planning Services Inc. (NRPS) for fiscal year 2011. This contract is for an amount not to exceed \$46,000.00**

### BACKGROUND

NRPS provides forestry consulting and timber sale preparation and supervision services in the District's northeast and southeast regions. These services include timber and seedling inventories, GIS mapping, timber marking, sale contract supervision and monitoring, wood security system, scale ticket reconciliation, and other general forestry services. NRPS will prepare and supervise approximately 400 acres of timber sales in the upper and middle Suwannee basins.

District procedures allow for this type of service contract to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract has been presented for renewal.

Principals for NRPS are John T. Vogel, James T. Mastin, John A. Wallace and John H. Holzaepfel. Funding for this contract is included in the fiscal year 2011 budget and is subject to final adoption of that budget.

gal  
cc: Charlie Houser

## MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resources Manager

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

DATE: August 13, 2010

RE: Contract 08/09-033 with The Forestry Company for Land Management Services for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends continuing the contract for land management services with The Forestry Company (TFC) for Fiscal Year 2011. This contract is for an amount not to exceed \$86,000.**

### BACKGROUND

TFC provides forestry consulting and timber sale preparation and supervision services in the District's southwest and northwest regions. These services include timber and seedling inventories, GIS mapping, timber marking, sale contract supervision and monitoring, wood security system, scale ticket reconciliation, and other general forestry services. TFC will supervise 1,500 acres of timber sales sold in FY 2010 in the Steinhatchee Basin and prepare 400 acres in the Aucilla basin for sale and supervise harvesting of that timber. TFC will also provide assistance with tree planting and site preparation.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract has been presented for renewal.

Principals for TFC are Donald R. Curtis Jr. and Bonnie S. Agner. Funding for this contract is included in the FY 2011 budget and is contingent upon final adoption of that budget.

gal  
cc: Charlie Houser  
SRWMD Contract 08/09-033

## MEMORANDUM

TO: Governing Board

FROM: Scott Gregor, Natural Resource Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Bob Heeke, Senior Land Resources Manager

DATE: August 6, 2010

RE: Contract 08/09-042 with B & B Dugger, Inc., for Prescribed Fire Management Services for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends continuing the contract for prescribed fire management services with B & B Dugger, Inc., for Fiscal Year 2011 for an amount not to exceed \$90,000.**

### BACKGROUND

Prescribed burning is one of the most important and cost effective management activities occurring on District land. This practice is instrumental in helping the District meet its vegetation management and natural community restoration goals as well as protecting against the damaging effects of wildfire. In Fiscal Year 2010 B&B Dugger, Inc., safely and successfully burned 2,124 acres. In Fiscal Year 2011 staff plans to oversee the burning of approximately 2,000 acres using this contract.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract is eligible for renewal.

Principals for B & B Dugger, Inc., are Bobbie Dugger and Kelly P. Dugger. Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption by the Governing Board.

gal  
cc: Charlie Houder  
Contract 08/09-042

## MEMORANDUM

TO: Governing Board

FROM: Scott Gregor, Natural Resource Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director Land Acquisition and Management  
Bob Heeke, Senior Land Resources Manager

DATE: August 6, 2010

RE: Contract 08/09-043 with Natural Resource Planning Services, Inc., for Prescribed Fire Management Services for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends continuing the contract with Natural Resource Planning Services, Inc., (NRPS) for prescribed fire management services for Fiscal Year 2011 for an amount not to exceed \$100,000.**

### BACKGROUND

Prescribed burning is one of the most important and cost effective management activities occurring on District land. This practice is instrumental in helping the District meet its vegetation management and natural community restoration goals as well as protecting against the damaging effects of wildfire. In Fiscal Year 2010, NRPS safely and successfully burned 2,845 acres. In Fiscal Year 2011 staff plans to oversee the burning of approximately 2,200 acres using this contract.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract is eligible for renewal.

Principals for NRPS are John T. Vogel, James T. Mastin, John A. Wallace, and John H. Holzaepfel. Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption by the Governing Board.

gal  
cc: Charlie Houser  
Contract 08/09-043

## MEMORANDUM

TO: Governing Board

FROM: Scott Gregor, Natural Resource Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Bob Heeke, Senior Land Resources Manager

DATE: August 6, 2010

RE: Contract 08/09-045 with The Forestry Company for Prescribed Fire Management Services and Wetland Roller Chopping for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends continuing contract 08/09-045 with The Forestry Company (TFC) for prescribed fire management services and wetland roller chopping for Fiscal Year 2011 for an amount not to exceed \$120,000.**

### BACKGROUND

Prescribed burning is one of the most important and cost effective management activities occurring on District land. This practice is instrumental in helping the District meet its vegetation management and natural community restoration goals as well as protecting against the damaging effects of wildfire. Roller chopping is an important activity that consolidates fuels and facilitates safe and effective implementation of prescribed fire. In Fiscal Year 2010 TFC safely and successfully burned 1,222 acres and roller chopped 222 acres. In Fiscal Year 2011 staff plans to oversee the burning of approximately 2,000 acres and roller chopping on 200 acres using this contract.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract is eligible for renewal.

Principals for TFC are Donald R. Curtis Jr. and Bonnie S. Agner. Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption by the Governing Board.

gal  
cc: Charlie Houser  
Contract 08/09-045

MEMORANDUM

TO: Governing Board

FROM: Scott Gregor, Natural Resource Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Bob Heeke, Sr. Land Resources Manager

DATE: August 6, 2010

RE: Contract 08/09-046 with Wildland Fire Services for Prescribed Fire Management Services for Fiscal Year 2011

RECOMMENDATION

**Staff recommends continuing the contract with Wildland Fire Services for prescribed fire management services for Fiscal Year 2011 for an amount not to exceed \$250,000.**

BACKGROUND

Prescribed burning is one of the most important and cost effective management activities occurring on District land. This practice is instrumental in helping the District meet its vegetation management and natural community restoration goals as well as protecting against the damaging effects of wildfire. In Fiscal Year 2010, Wildland Fire Services safely and successfully burned 5,030 acres. In Fiscal Year 2011, staff plans to oversee the burning of approximately 5,000 acres using this contract.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract is eligible for renewal.

Principals for Wildland Fire Services are Nancy Williams and Doug Williams. Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption by the Governing Board.

gal  
cc: Charlie Houser  
Contract 08/09-046

## MEMORANDUM

TO: Governing Board

FROM: Scott Gregor, Natural Resource Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Bob Heeke, Sr. Land Resources Manager

DATE: August 11, 2010

RE: Contract 08/09-171 with A-1 Land Development, Inc., for Site Preparation Services for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends continuing the contract with A-1 Land Development, Inc., for site preparation services for Fiscal Year 2011 for an amount not to exceed \$30,000.**

### BACKGROUND

Site preparation services such as roller chopping, raking, and fireline establishment are important activities that are instrumental in helping the District meet its site preparation (for future planting) and vegetation management goals. In Fiscal Year 2010 A-1 roller-chopped 36 acres and established firelines on two separate tracts. Additional work was planned but delayed because of wet weather conditions. In Fiscal Year 2011, staff plans to oversee roller chopping operations on approximately 750 acres using this contract.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract is eligible for renewal.

Principals for A-1 Land Development, Inc., are Henry Beardsley and Gene Desmartin. Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption by the Governing Board.

gal  
cc: Charlie Houder  
Contract 08/09-171

## MEMORANDUM

TO: Governing Board

FROM: Scott Gregor, Natural Resource Specialist

THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
Bob Heeke, Senior Land Resources Manager

DATE: August 11, 2010

RE: Contract 08/09-172 with Shaw's Welding, Inc., for Site Preparation Services for Fiscal Year 2011

### RECOMMENDATION

**Staff recommends continuing the contract with Shaw's Welding, Inc., for site preparation services for Fiscal Year 2011. This contract is for an amount not to exceed \$30,000.**

### BACKGROUND

Site preparation services such as roller chopping, raking, and fireline establishment are important activities that are instrumental in helping the District meet its site preparation (for future planting) and vegetation management goals. In Fiscal Year 2011 staff plans to oversee roller chopping operations on approximately 750 acres using this contract.

District procedures allow for service contracts to be renewed twice, provided the District is satisfied with the contractor's work and the contractor agrees to maintain the same rates. This is the second time this contract is eligible for renewal.

Principals for Shaw's Welding, Inc., are John O. Shaw, Martin W. Shaw, John E. Shaw, Irene S. Shaw and Gilbert D. Shaw. Funding for this contract is included in the Fiscal Year 2011 budget and is contingent upon final adoption by the Governing Board.

gal  
cc: Charlie Houser  
Contract 08/09-172

## MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resources Manager

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

DATE: August 13, 2010

RE: Contract 09/10-067 with GIS Associates, Inc., for GIS Support Services  
in Fiscal Year 2011

### RECOMMENDATION

**Staff recommends authorizing the Executive Director to renew Contract 09/10-067 with GIS Associates, Inc., for GIS support services for a total fee not to exceed \$120,000 through Fiscal Year 2011.**

### BACKGROUND

Due to staffing constraints it was determined a consultant was needed to develop and maintain the Land Management Information System. The consultant will function as an extension of staff.

District procedure allows for selection and contracting with contractors that have been selected in an open procurement process by other governmental entities. GIS Associates is extending its rates from its Fiscal Year 2011 Southwest Florida Water Management District (SWFWMD) contract to the District. GIS Associates was selected by SWFWMD through and RFP process in FY 2009 for services starting in FY 2010.

GIS Associates has assisted staff on the Excellence in Land Management data base, migration to new data formats, review of GIS procedures, staff training, management plan data development and record tracking and storage.

Principals for GIS Associates are Rich Doty and Suzanne Doty. Funds for this work are available in the fiscal year 2011 budget and are contingent upon final adoption of that budget.

gal  
cc: Charlie Houser  
SRWMD Contract 09/10-067

## MEMORANDUM

TO: Governing Board  
FROM: Bob Heeke, Sr. Land Resources Manager  
THRU: David Still, Executive Director  
Joe Flanagan, Director Land Acquisition and Management  
DATE: August 13, 2010  
RE: Purchase of Rock Aggregate

### RECOMMENDATION

**Staff recommends the Governing Board authorize staff to purchase rock and fill aggregate on an as-needed basis from a Department of Transportation (DOT) certified mine near the project site. Total cost shall not exceed \$116,000.**

### BACKGROUND

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. Quotations will also be requested on hauling if that service is provided.

Transportation costs frequently equal or exceed the cost of the material on a per load basis. Limiting quotes to certified mines close to the project site will allow the District to purchase the material for the lowest total price (material plus transportation). Rock purchases will be used for projects related to road building and repair, parking lots and hydrologic restoration. DOT certification will assure consistent standards and quality of aggregate.

Funding for this purchase is included in the Fiscal Year 2011 budget.

gal  
cc: Charlie Houder

## MEMORANDUM

TO: Governing Board  
FROM: Joe Flanagan, Director of Land Acquisition and Management  
THRU: David Still, Executive Director  
DATE: September 2, 2010  
RE: Request to Not List the 110-Acre Santa Fe Oasis Surplus Parcel in Gilchrist County

### RECOMMENDATION

Staff requests authorization to not list the 110-acre Santa Fe Oasis parcel in Gilchrist County and authorization to negotiate with the Florida Fish and Wildlife Conservation Commission (FWC) on the management of the parcel.

### BACKGROUND

The Governing Board declared the 110-acre Santa Fe Oasis parcel as surplus on June 8, 2010, and this parcel is currently scheduled to be listed with a real estate broker for sale on the open market.

On July 22, 2010, the District received the enclosed letter from the Executive Director of FWC, Nick Wiley, formally requesting the parcel not be sold as surplus but instead be transferred to the Governor and Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund. FWC also stated interest in assuming all management costs.

On August 24, 2010, Roland Garcia, Regional Director of FWC, attended the Surplus Lands Committee Meeting and restated FWC's interest in managing the parcel, primarily due to the fact that FWC manages the adjoining 1,328-acre Fort White Wildlife and Environmental Area.

The District has a number of cooperative management agreements currently in place with FWC. With Board concurrence, staff will begin talks with FWC for the long-term management of the Santa Fe Oasis tract.

Please feel free to contact Joe Flanagan if you have any questions or comments prior to the September 14, 2010, Governing Board meeting.

gal



**Florida Fish and Wildlife Conservation Commission**

Commissioners  
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**Kenneth W. Wright**  
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**Brian S. Yablonski**  
Tallahassee

Executive Staff  
**Nick Wiley**  
Executive Director  
**Greg Holder**  
Assistant Executive Director  
**Karen Ventimiglia**  
Deputy Chief of Staff

Office of the  
Executive Director  
**Nick Wiley**  
Executive Director  
(850) 487-3796  
(850) 921-5786 FAX

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MyFWC.com

July 22, 2010

Mr. David Still  
Executive Director  
Suwannee River Water Management District  
9225 County Road 49  
Live Oak, Florida 32060

RECEIVED  
SRWMD

JUL 28 2010

ORIGINAL TO FILE \_\_\_\_\_  
COPIES TO \_\_\_\_\_

Re: Santa Fe Oasis tract  
Gilchrist County, Florida

Dear Mr. Still:

Recently, the Florida Fish and Wildlife Conservation Commission (FWC) became aware of proposed surplus property designations for several parcels titled to the Suwannee River Water Management District (District). One of those parcels, the Santa Fe Oasis tract (110 acres), in Gilchrist County, shares a common boundary directly south of the referenced tract with the Fort White Wildlife and Environmental Area (Ft. White WEA) managed by FWC as a gopher tortoise mitigation park.

FWC has determined that the Santa Fe Oasis tract provides habitat for a diversity of wildlife species including the imperiled gopher tortoise and the Sherman's fox squirrel. Moreover, a number of other wildlife often find refuge within the burrows of the gopher tortoises including indigo snakes, eastern diamondback rattlesnakes, gopher frogs, pine snakes and Florida mice. Additionally, the site provides an important prescribed burning buffer, an essential component of maintaining the viability of habitat at Ft. White WEA for gopher tortoise and associated xeric soils wildlife species.

We understand the District's decision to surplus the site in order to make critical budget decisions relating to property ownership and management. We also appreciate the District's ongoing commitment to conserving habitat for wildlife in the management of District conservation lands and through our ongoing relationship for FWC management of District lands. However, we believe an exception should be made to the District's surplus decision for the parcel.

Consequently, for these reasons, we are requesting that the referenced tract not be sold as surplus but instead be transferred to the Governor and Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida, with FWC designated as manager. Or, if a lease arrangement would be more acceptable to the District, FWC would accept a long-term lease of the site in which we would assume all costs of management of the property.

If approved, and upon transfer of title, or execution of a lease, FWC will manage the Santa Fe Oasis tract as part of the Fort White WEA. This will aid considerably in the continued conservation of important wildlife species and the protection of watershed resources on this site, thus working to accomplish mutual goals of the District and FWC.

We look forward to working with you on this proposal. If FWC needs to provide additional information or assistance please do not hesitate to contact Mr. Gary Cochran, FWC's Conservation Acquisition and Planning Administrator at 850-487-9185. Thank you for your consideration of this request.

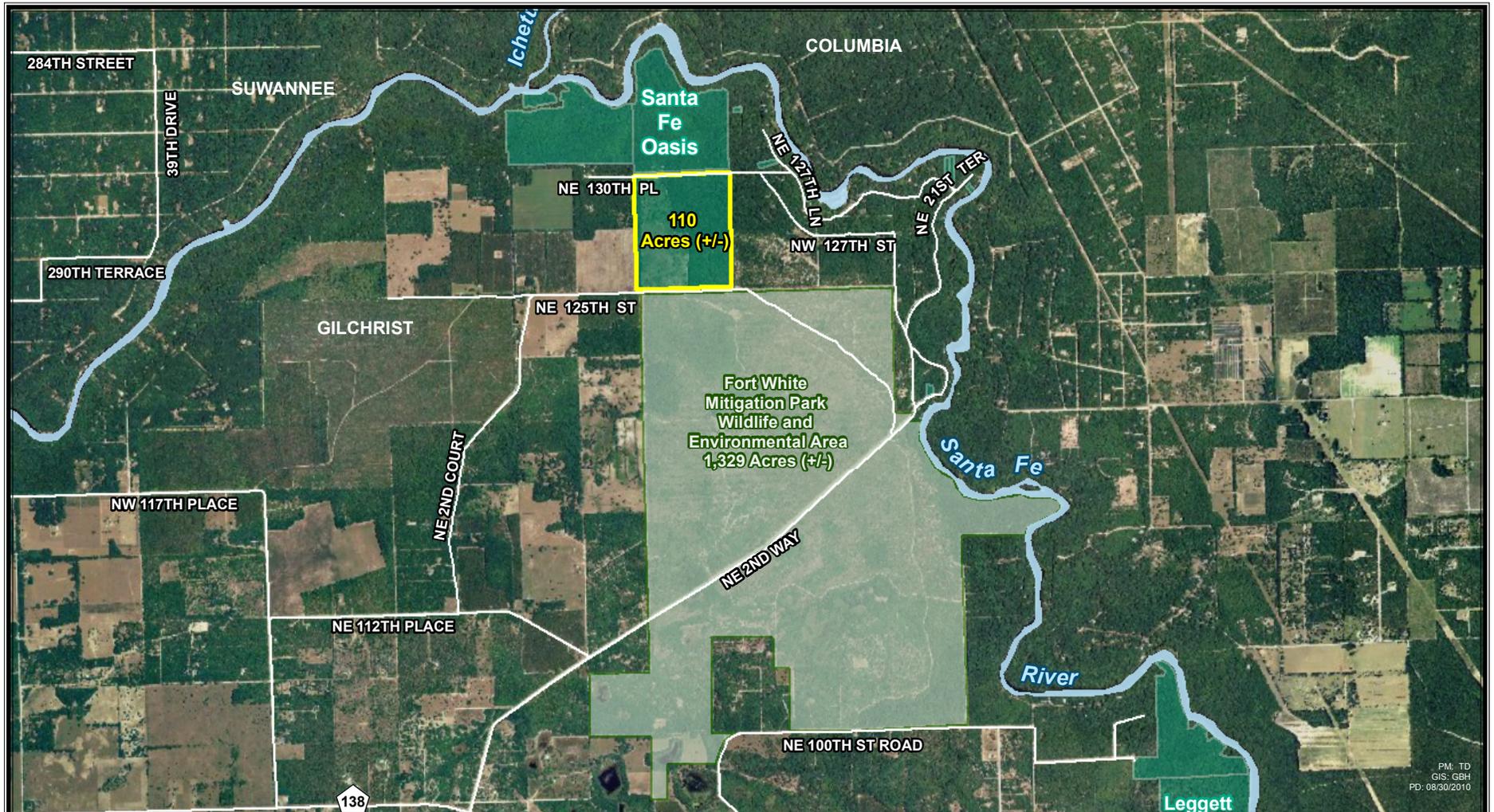
Sincerely,



Nick Wiley  
Executive Director

cc: Mr. Timothy Breault  
Mr. Roland Garcia





PM: TD  
GIS: GBH  
PD: 08/30/2010

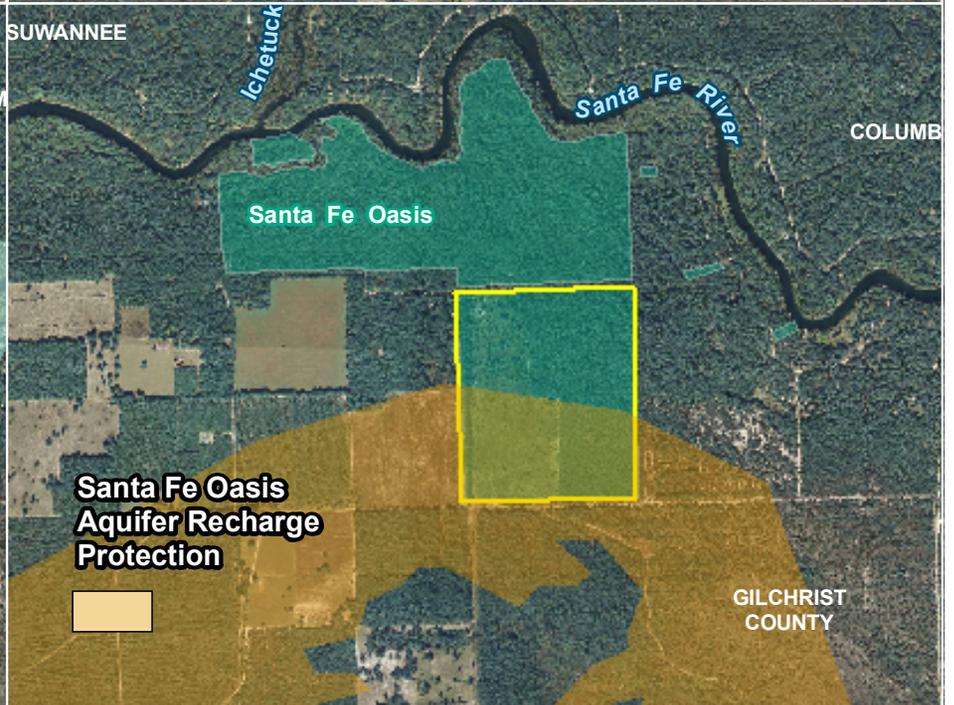
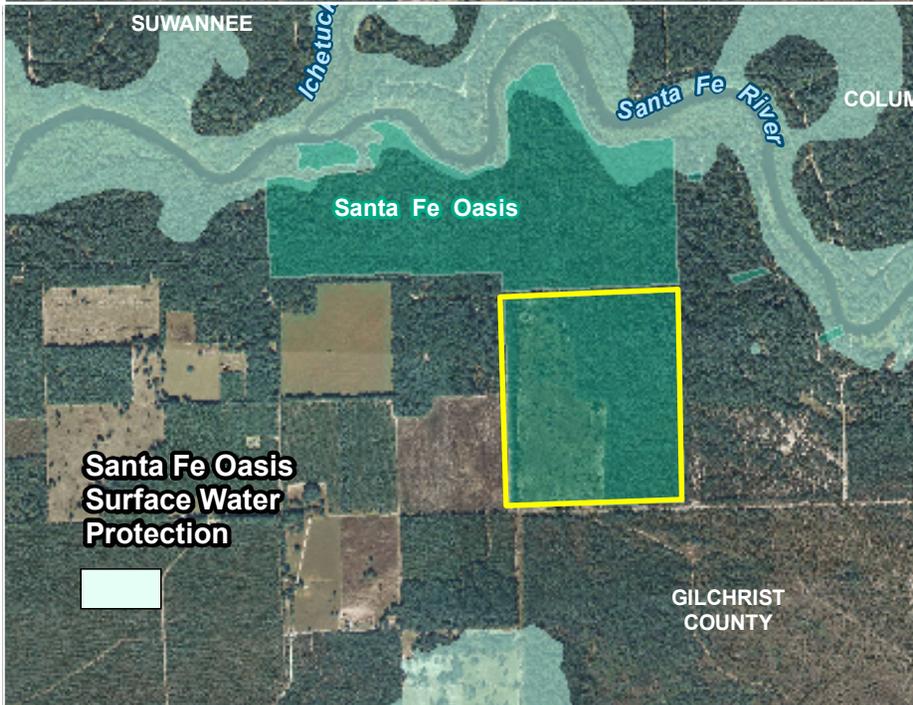
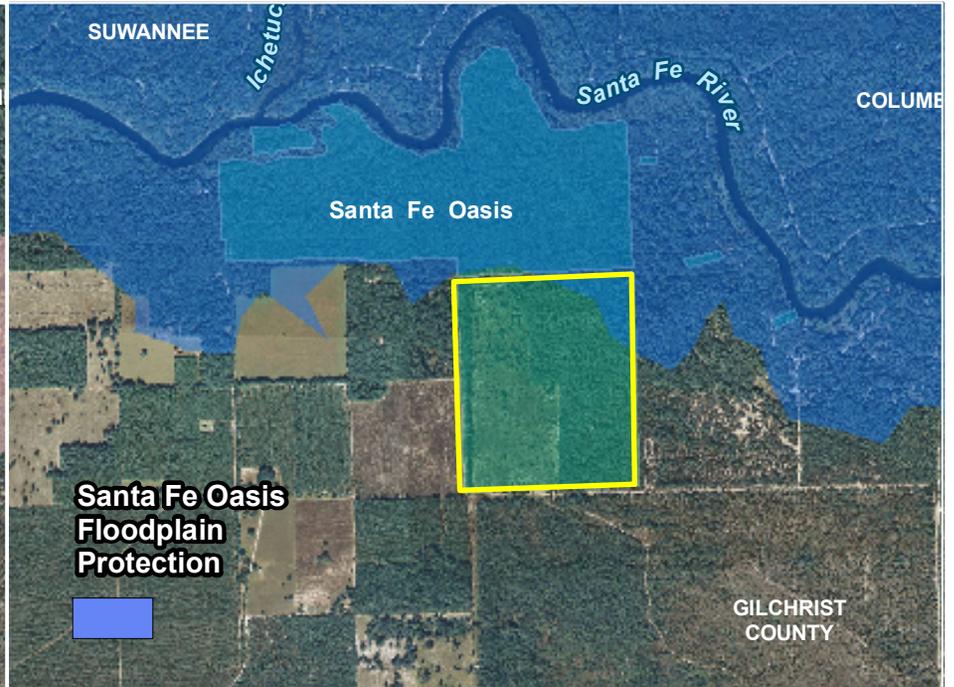
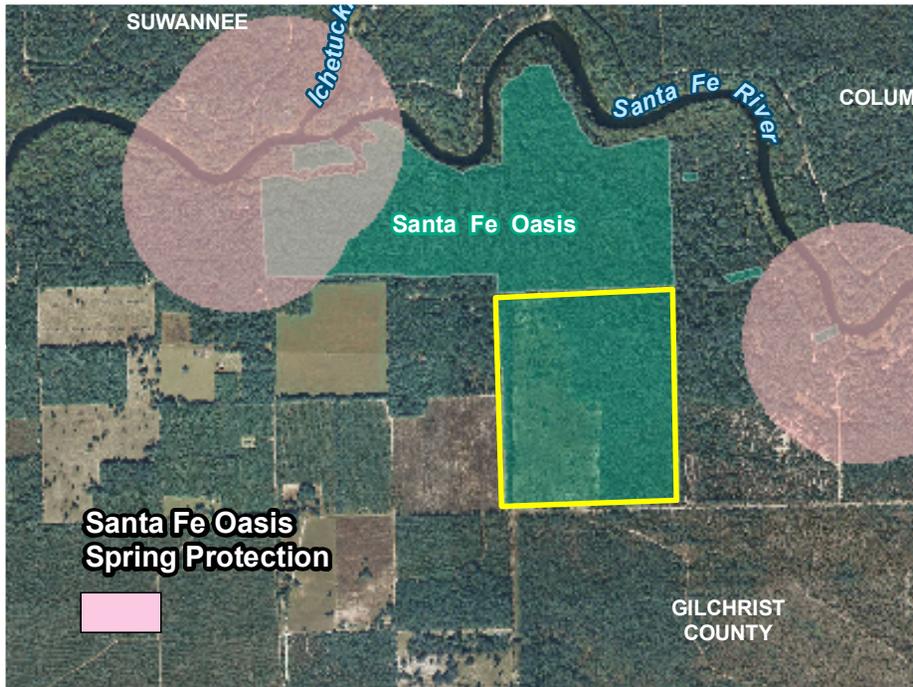
-  SRWMD Surplus Land
-  SRWMD Fee Land
-  Fee Ownership Other Agencies



### Surplus Lands Santa Fe Oasis Gilchrist 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 data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. 2009 ESRI, i-cubed, GeoEye



## MEMORANDUM

TO: Governing Board  
FROM: Bob Heeke, Sr. Land Resources Manager  
THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
DATE: September 2, 2010  
RE: Otter Springs FY 2010 Budget

### RECOMMENDATION

**Staff recommends authorizing the Executive director to transfer funds to Gilchrist County for the Springs Lodge renovation project for an amount not to exceed \$45,000.**

### BACKGROUND

The District leased Otter Springs Park to Gilchrist County in November 2008. The County runs all day-to-day public use operations at the park. As District staff worked with the County this year, several deficiencies with the Spring Lodge were noted. Most of these items are related to updating the structure to comply with current building codes or the Americans with Disabilities Act (ADA).

Items needed to eliminate deficiencies:

- Build ADA compliant parking and ramp.
- Renovate and update restrooms to ADA and code requirements.
- Update kitchen to comply with code and be usable by catering services.
- Renovate porch railing and add hand rails to ramp.
- Retrofit exterior doors to code requirements.

Gilchrist County had identified these issues and released a request for bids (rfb) in July to complete these items. Due to discrepancies in the submittals, the County has re-advertised the rfb with bids due September 9, 2010.

The \$45,000 amount shown above is an estimate. When bids are received on September 9, staff will provide updated information with a more specific not to exceed amount.

Work be scheduled around existing reservations for the Lodge, and it is anticipated the work will not be completed until the end of the calendar year. Staff is recommending transfer of approximately \$32,300 from existing unused FY 2010 funding for recreation improvements and augmenting this with accumulated timber sale reserves to allow this renovation to be funded in FY 2010. The County would oversee the contract and provide documentation of the use of these funds. These improvements would complete all known deficiencies at the Lodge and allow the County to pursue maximizing the rentals of this facility.

gal  
SRWMD Contract # 08/09-050

## MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Sr. Land Resource Coordinator

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

DATE: August 13, 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 September 14, 2010, Governing Board meeting.

gal  
cc: Charlie Houder  
007-0003

<b>PROJECTS UNDER CONTRACT</b>	<b>STATUS</b>
N.G. Wade Investment Co./ Gilchrist Regional Wellfield Gilchrist County 105 acres ±	The District purchased this 105-acre tract on August 12, 2010.
Osceola Land & Timber/ Santa Fe CE Alachua County 463 acres ±	The District purchased 463 acres and 1.26 miles of Santa Fe River frontage on August 4, 2010. This was accomplished as a joint purchase with the Alachua County Forever program in which the District provided 75% of the funding and Alachua County provided 25%.
<b>APPROVED PROJECTS</b>	<b>STATUS</b>
Guerry, Brian Surplus Property Exchange Columbia County	Staff is preparing an offer authorization to the Governing Board to propose an equivalent exchange for 69 acres of the Levings surplus parcel.
Cooley Family/Cooley Conservation Easement Jefferson County 130 acres ±	Detailed assessment for this property was approved on July 13, 2010. Preliminary title search has been requested, and a draft easement document is being reviewed.
Floyd Family/Floyd Conservation Easement Jefferson County 570 acres ±	Detailed assessment for this property was approved on July 13, 2010. Preliminary title search has been requested, and a draft easement document is being reviewed.
Layman Law Firm/Walker Spring Conservation Easement Jefferson County 172 acres ±	Detailed assessment for this property was approved on July 13, 2010. Preliminary title search has been requested, and details of a conservation easement are being reviewed with the landowner.
Sante Fe River Hammock LLC/ Santa Fe River Hammock CE Bradford County 167 acres ±	Landowner has accepted the District's offer for a conservation easement. Legal Counsel is preparing an option to purchase formalizing the conservation easement. A September 14, 2010, public hearing is scheduled for the Governing Board to consider purchase approval.

<p>Santa Fe Springs LLC  Sawdust Spring  Columbia County  234 acres±</p>	<p>On August 10, 2010, the Governing Board approved detailed assessment of 234 acres fronting the Santa Fe River. Title search and abstract are being ordered, and an appraisal will value the entire parent tract to determine remainder interest influence on the tract's value.</p>
<p><b>SURPLUS LANDS</b></p>	<p><b>STATUS</b></p>
	<p>Final appraisals and timber valuations of Group I Land Sales are complete and all Group I parcels have been listed for sale with Poole Realty of Live Oak. Appraisals and timber valuations for Group II parcels are complete and the parcels have been listed for sale with the Daniel Crapps Agency of Lake City. Appraisals are in progress for valuations of Group III Land Sales and are scheduled for completion by August 30, 2010.</p>

SURPLUS LANDS

Group #	Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Sale Date	Sale Price
1	Bay Creek South	46	Columbia	04/1990	WMLTF	6/14/10	7/12/2010	Fee \$123,750		
1	Owens Spring	77	Lafayette	03/1999	P2000	6/14/10	7/12/2010	Fee w/all timber \$330,000 w/20% timber \$277,200		
1	Westwood West	320	Madison	12/1988	WMLTF	6/14/10	7/12/2010	Fee entire tract \$751,300 80-acre parcels \$194,425		
1	Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/10	7/12/2010	Fee entire parcel \$281,600 40-acre parcels \$154,000		
2	Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/10	8/16/2010	Fee entire tract \$215,600		
2	Adams South	60	Lafayette	05/1990	WMLTF	7/30/10	8/16/2010	Fee entire tract \$191,400		
2	47 Runs	20	Levy	12/2000	WMLTF	7/30/10	8/16/2010	Fee entire parcel \$110,000		
3	Hunter Creek	120	Hamilton	09/2002	P2000	8/27/2010	9/3/2010			
3	Santa Fe Oasis	110	Gilchrist	06/1995	P2000	8/27/2010	9/3/2010			
3	Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	9/3/2010			

Group #	Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Sale Date	Sale Price
3	Timber River	1	Madison	03/1998	WMLTF	8/27/2010	9/3/2010			
3	Falmouth North (8 tracts)	6	Suwannee	04/1998	WMLTF	8/27/2010	9/3/2010			

## MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Senior Land Resources Manager

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

DATE: August 16, 2010

SUBJECT: Land Management Activity Report

### REAL PROPERTY MANAGEMENT

Two conservation easements were inspected and continue to be in compliance with the original document; the Drummond/ Manatee Springs Addition easement in Levy County and the Anderson Columbia/Strickland Field easement in Dixie County.

The Florida Gas Transmission pipeline is being constructed on District-owned property in Twin Rivers State Forest. The ingress/egress easement and the construction easements were inspected and suggestions were made to repair some areas of the roads.

Assistance was given to the Columbia and Suwannee County Property Appraisers regarding assessment of taxes on lands containing conservation easements held by the District.

### FACILITY MANAGEMENT

District staff and contractors cleared, marked and posted the boundary on the surplus land sale at the Wooten property. The contractor removed a large pile of fence debris and a structure on the river.

Contractors continue to repair roads in the Steinhatchee Springs tract. This project ended the week of August 9 when funding was completely utilized.

### FOREST MANAGEMENT

Contractors started controlling hardwood resprouting at Falmouth Spring, a historic upland pine forest natural community, and 47 Bridge, a sandhill community. This action will prepare the sites for prescribed fire and reforestation with longleaf pine. A natural community restoration project began during summer 2009 at Falmouth Spring by removing off-site hardwood trees. Restoration efforts at 47 Bridge began in 2006.

District contractors continue work controlling invasive weeds on the District's Lake Rowell tract. The northeast section of the tract is heavily infested with several FLEPPC Categories I and II invasive weeds. The project includes treating invasive weeds at the Lake Rowell tract (eastern section-70 acres, western section-91 acres), the adjacent riverine buffer along Alligator Creek (94 acres), and the Edwards Bottomland parcel (30 acres) owned and managed by the City of Starke.

District staff is conducting surveys and monitoring the presence of threatened and endangered species on District lands. Species surveyed include gopher tortoise, little ladies tresses and Florida Mountainmint.

District and Florida Fish and Wildlife Conservation Commission staff met with an adjacent land owner at Little River Tract to discuss a wild hog problem.

### VISITOR MANAGEMENT

District staff worked with two Boy Scouts from Troop 69 in Gainesville to complete their Eagle Scout projects. The first project was to remark the Little Shoals Bicycle Trail with wood post and metal blazes. The second project was to build a group camping area on the Swift Creek Tract. The project included a stone fire ring with five benches placed around it.

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

<b>Recreation</b>	<b>Temporary Ingress &amp; Egress</b>	<b>Mallory Swamp ATV Trail</b>	<b>RO Ranch</b>	<b>Goose Pasture Camping<sup>1</sup></b>	<b>Total</b>
40	3	0	0	0	43

The following table shows use of the Suwannee River Wilderness Trail river camps during the last month:

<b>River Camp</b>	<b>Day Users</b>	<b>Overnight Users</b>	<b>Total</b>
Woods Ferry		95	95
Holton Creek		220	220
Dowling Park		386	386
Peacock Slough	87	75	162
Adams Tract		68	68
<b>Total</b>	<b>87</b>	<b>844</b>	<b>931</b>

Planning is continuing and groups are signing up to participate in The Great Suwannee River Cleanup to be held this fall. The District, Suwannee River Wilderness Trail and Current Problems are cosponsoring the event which will have a kick-off celebration on September 25, 2010 at Ivey Memorial Park. Groups are

asked to schedule cleaning their section of the river from September through November. The District has planned to clean a section of the river from CR 6 to Cone Bridge Boat Ramp. More information can be found at Current Problems web site [www.currentproblems.org](http://www.currentproblems.org).

## OTTER SPRINGS

A new air conditioning system was installed in the Springs Lodge. This system replaces the window units previously used in that building. The window units were insufficient in the summer months. Plans are being developed to upgrade the remaining deficiencies related to ADA access and codes.

gal

cc: Charlie Houder

## MEMORANDUM

TO: Governing Board  
FROM: Brian Kauffman, Facilities Director  
THRU: David Still, Executive Director  
Joe Flanagan, Director of Land Acquisition and Management  
DATE: August 14, 2010  
RE: R. O. Ranch Equestrian Park Monthly Activity Report

The R. O. Ranch Board of Directors held their regular monthly board meeting on August 5 at the R. O. Ranch Equestrian Park. One member of the public attended. The Board reviewed and finalized the management agreement with the District and the FY 2011 revenue and expense plan. Both documents will be brought before the District Governing Board for approval at their September meeting. The Board also reviewed and approved the job description for the Park Coordinator position.

A Request for Proposals (RFP) for banking services was advertised on behalf of R. O. Ranch Incorporated. Two banks attended the mandatory pre-proposal meeting at the Morgan Field Station on August 13. Responses to the RFP are due on August 20. The R. O. Ranch Board of Directors will review and rank the proposals during their September 2 meeting.

Suwannee Valley Electric Cooperative (SVEC) has installed all the overhead and underground high voltage lines in the campground. On the low voltage side, SVEC has signed and returned the contract to the District, applied for the electrical permit, and ordered materials. Construction is expected to start the fourth week of August.

The visitor education center is almost complete. Subcontractors are completing their trim work. Staff will start furnishing the building during the month of September.

Construction of the bathhouse is well underway. Plumbing subcontractors have installed pipes in the foundation for seven showers, toilets and sinks. The monolithic slab is scheduled to be poured the third week of August. The concrete block and steel for the walls are on site.

The District's inmate crew worked several days this month at District headquarters in Live Oak. They mowed and maintained the grounds around the office, cleaned windows and painted the lobby. Due to the park's construction needs over the next few months, they will probably work fewer hours at the District headquarters and more at the park.

gal  
cc: Charlie Houder  
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