

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: Terry E. Demott, Senior Land Resource Coordinator

DATE: September 21, 2010

RE: Approval and Execution of Resolution 2010-18, Authorizing Accepting the Donation of the Jana Despres property, 0.5 Acres +/-, Gilchrist County and Requesting Funds from the Florida Forever Trust Fund

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2010-18 authorizing the Executive Director to accept the donation of the Jana Despres property and requesting approval from the Secretary of the Department of Environmental Protection for the use of funds from the Florida Forever Trust Fund.

BACKGROUND

In accordance with Florida Statutes, a public hearing is scheduled for October 12, 2010, to take comments on the proposed donation of approximately 0.5 acres in Gilchrist County for the continued protection of the Suwannee River and its floodplains. A summary of salient facts regarding the project is attached.

Jana Despres had approached the District to acquire her lot in Suwannee Rovera subdivision in Gilchrist County. As directed, staff informed Ms. Despres that acquisition of small lots was no longer a priority with the District and her offer to the District was rejected. Subsequently, Ms. Despres offered to donate her lot.

With Governing Board approval, staff will contract an environmental audit and 50-year title search. Prior to the Executive Director accepting the donation, the environmental audit and title search must show no hazards or clouds on the title. A survey may also be conducted either before or after final acceptance.

gal
Attachment
Jana Despres 10-008

PUBLIC HEARING SUMMARY

TRACT NAME: Despres/Lot 23 Suwannee Rovera Addition

SELLER: Jana Despres

COUNTY: Gilchrist

ACREAGE: 0.5 ±

RIVER FRONTAGE: 120 feet

WATER RESOURCE VALUES:

Floodplain: 100% (0.5 acres)

Surfacewater Protection: 48% (0.23 acres)

Recharge: 0%

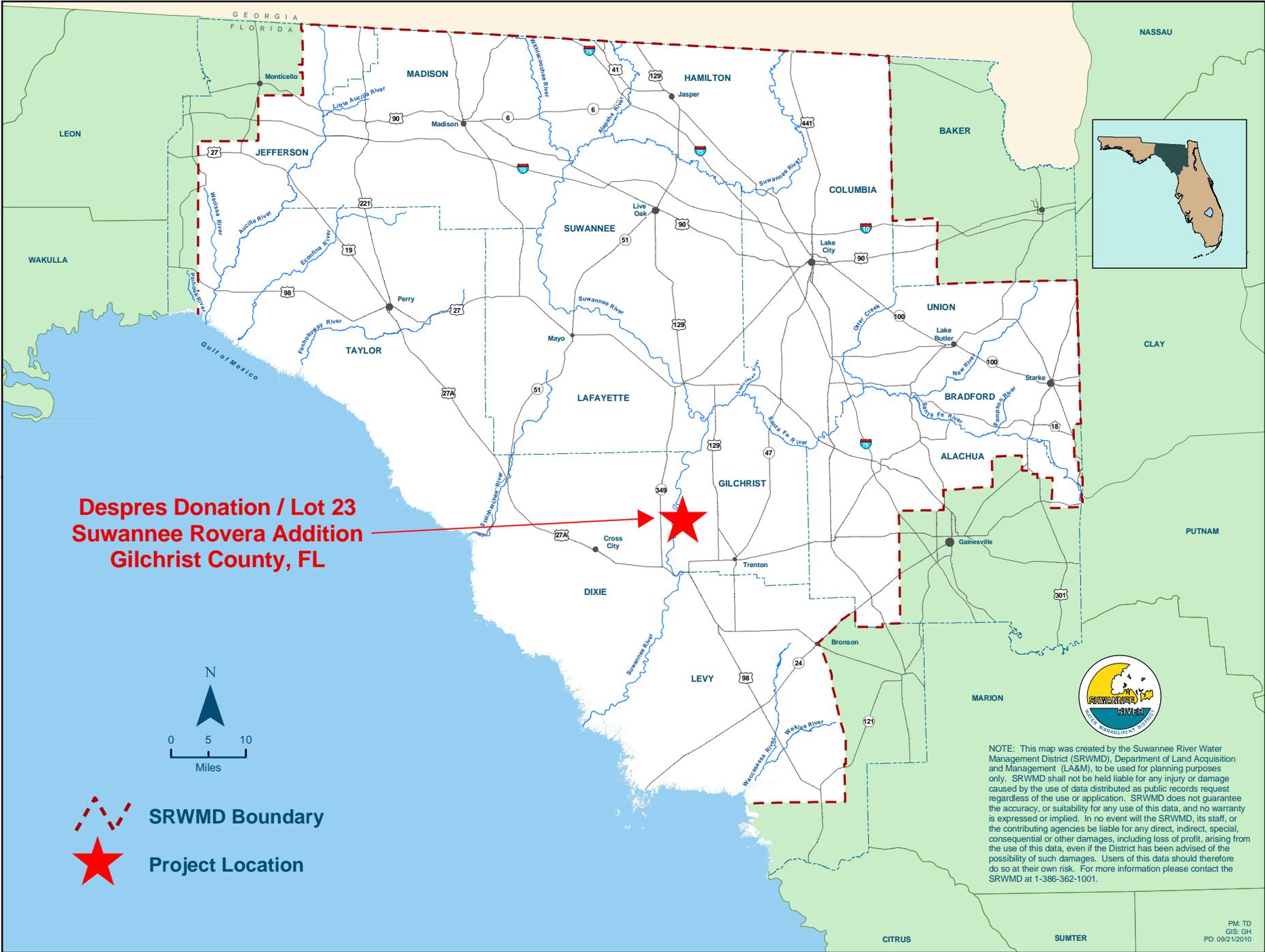
Springs Protection: 0%

TRACT DESCRIPTION: This lot is predominately populated with bottomland hardwoods, has no development and is unsuitable for development.

ACCESS: The property fronts on Gilchrist County SW 25th Place.

OUTSTANDING INTERESTS: The owner reports no outstanding interests at this time.

MANAGEMENT ALTERNATIVES: Management of this property would be included in the current activities on the adjacent District properties known as the Lindsey Tract. Because it is mostly floodplain wetlands the Lindsey Tract is managed for passive recreational opportunities and is preserved for flood attenuation.

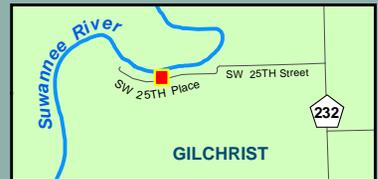




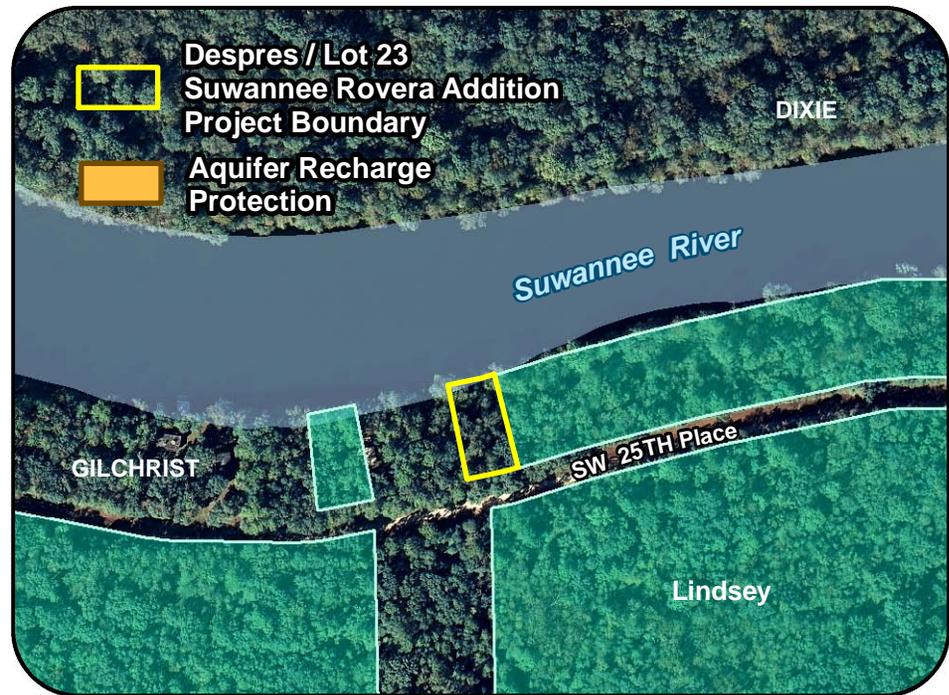
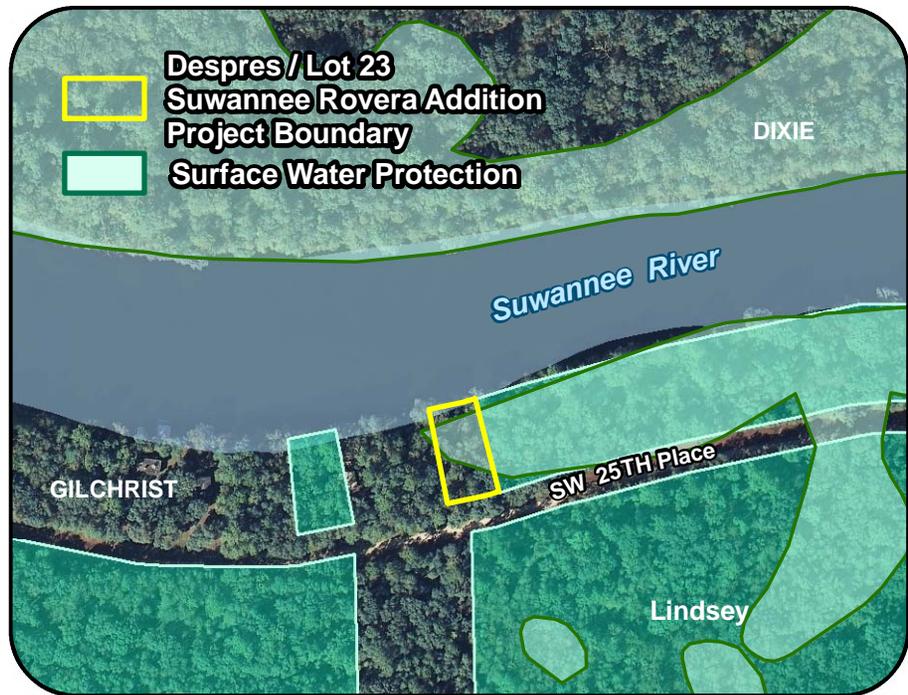
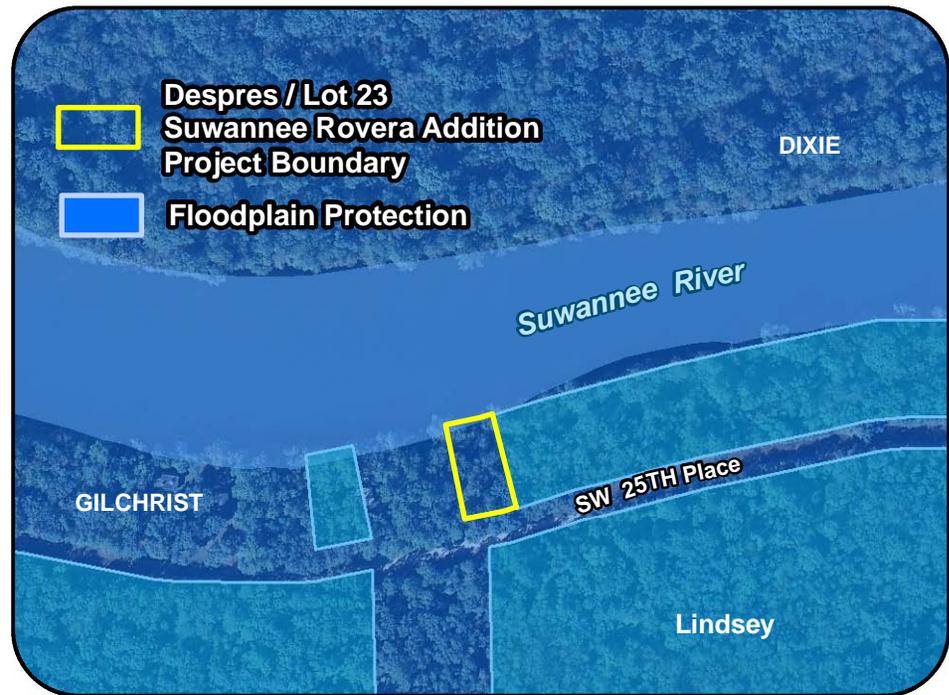
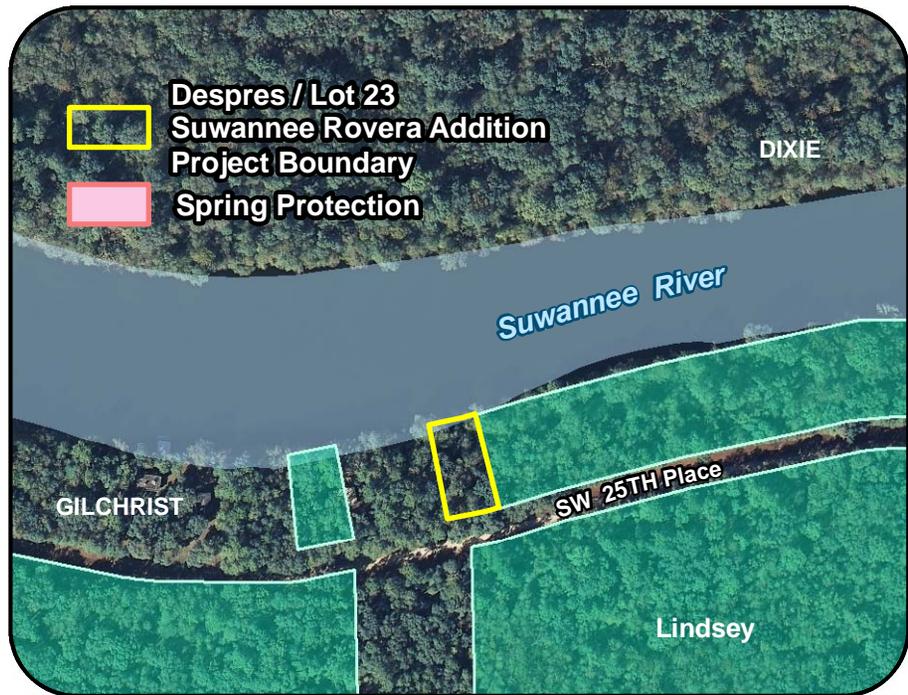
PM: TD
GIS: GH
PD: 09/21/10

-  Property Offer Boundary
-  SRWMD Lands
-  Eula Landing Park & Boat Ramp

Despres Donation / Lot 23
Suwannee Rovera Addition
Gilchrist County, FL



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MEMORANDUM

TO: Governing Board
FROM: Richard M. Rocco, Real Estate Coordinator
DATE: September 14, 2010
SUBJECT: George and Sharon Nyman/Suwannee River Oaks, 311 acres ± in
Gilchrist County

RECOMMENDATION

Staff recommends the Governing Board authorize staff to conduct a detailed assessment and commence negotiations with George and Sharon Nyman for a perpetual conservation easement of the 311-acre ± Suwannee River Oaks Tract in Gilchrist County.

BACKGROUND

George and Sharon Nyman purchased their Suwannee River Oaks property in 1984 and, since 1996 they have discussed an eventual sale to the District. Staff recently met with the Nymans regarding the protection of their property by a conservation easement. The tract is within a designated project area of the 2010 Florida Forever Work Plan and would add to protected adjoining water resource lands at Otter Springs.

With Governing Board approval, staff will refine details of a conservation easement with the landowner, research the title, and procure appraisals. Pending outside independent appraisal review and valuation, a recommendation towards a conservation easement purchase will be provided to Board members prior to tendering an offer to the owners.

gal
attachments

PARCEL ASSESSMENT SUMMARY

TRACT: Suwannee River Oaks

SELLERS: George and Sharon Nyman

COUNTY: Gilchrist

S-T-R: S 31; T 9S; R 14E

ACREAGE: 311 acres +/-

RIVER FRONTAGE: 5,671 feet (1.07 miles)

WATER RESOURCE VALUES:

Recharge: 0% (0 acres)

Springs Protection: .007% (2.2 acres)

Surfacewater Protection: 55% (171 acres)

Floodway: 78% (242 acres)

10-Year Floodplain: 99% (307 acres)

100-Year Floodplain: 100% (311 acres)

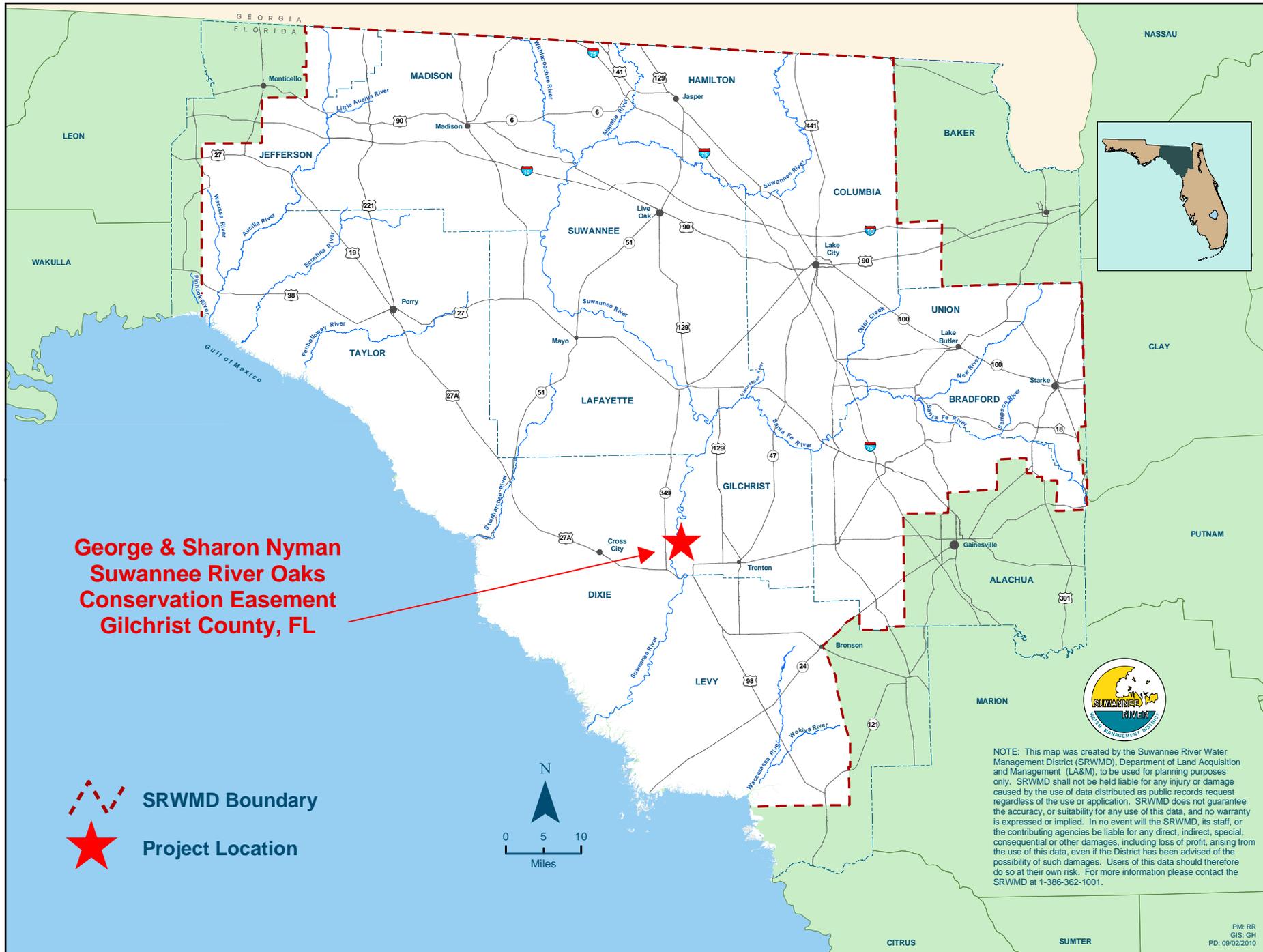
TRACT DESCRIPTION: The tract adjoins the north boundary of SRWMD's Otter Springs property and supports a high quality stand of floodplain cypress and hardwood forest on 260 acres bordering the Suwannee River. The remaining 51 acres is in mature mixed pine hardwood forest. Suwannee River Oaks is a 1984 platted unrecorded subdivision with 29 lots sized from 10 to 12 acres.

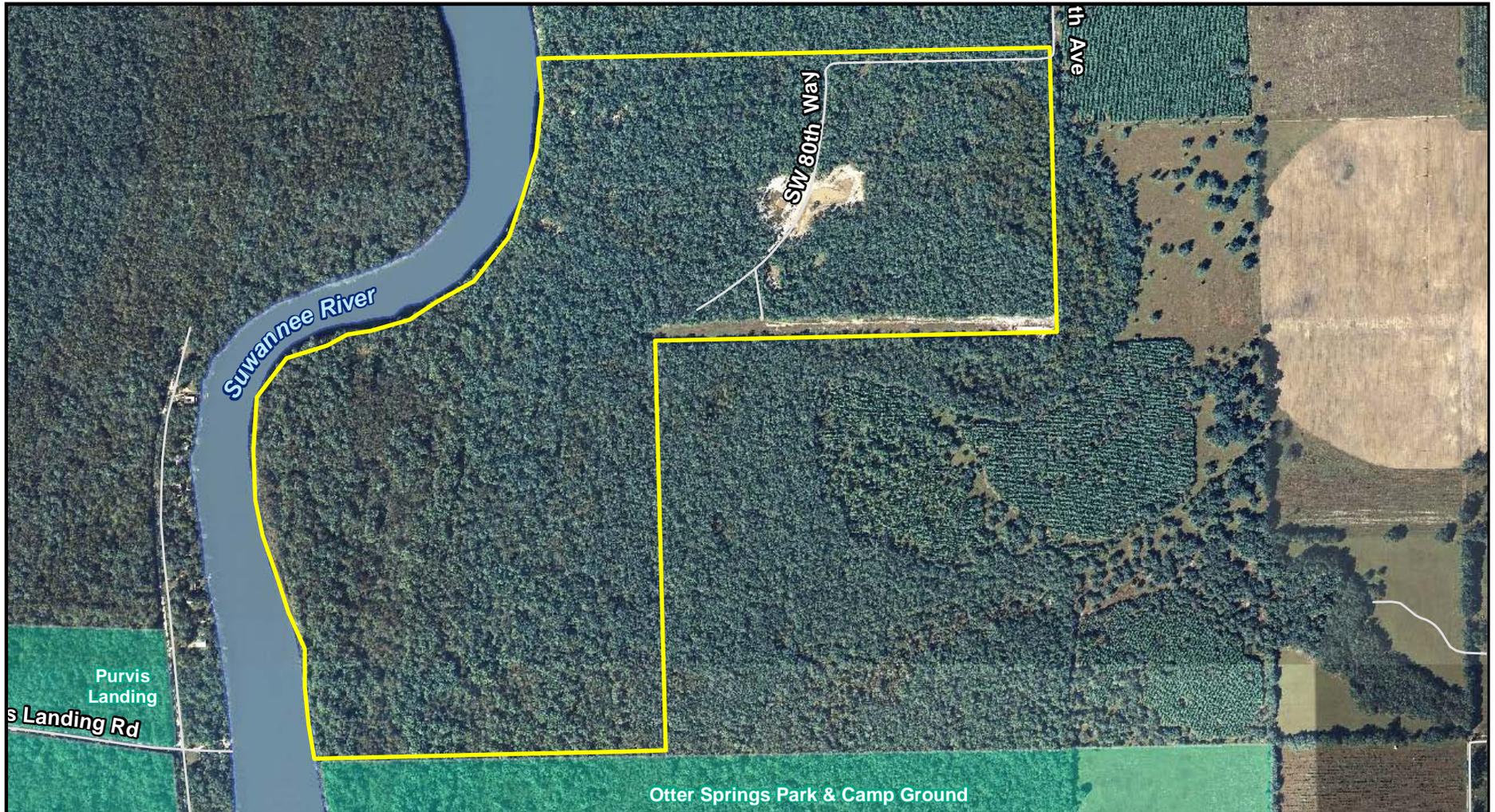
ACCESS: The property is reached by private easement from a county graded road.

OUTSTANDING INTERESTS: There is a ¼ oil, gas and mineral interest from 1949 to Delta Gulf Drilling over 142 acres. Lot 18 is the southernmost 10-acre lot in Suwannee River Oaks and was sold in 1984. The Nymans have an agreement to purchase Lot 18 as a condition of a sale to the District.

MANAGEMENT ALTERNATIVES: A conservation easement is proposed over the entire acreage to protect floodplain and wetland resources with no wetland or floodplain forest harvesting or conversion over 260 acres. The landowner has proposed construction of two residence/lodges on two lots and the continued use of an existing grassed air strip as the only future development.

CURRENT ASKING PRICE: \$2,750.00 per acre for a perpetual conservation easement or fair market value as determined by independent appraisal.

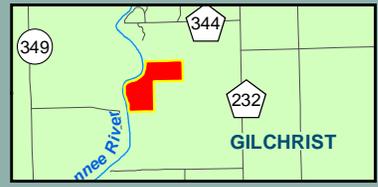




-  Property Offer Boundary
-  SRWMD Lands

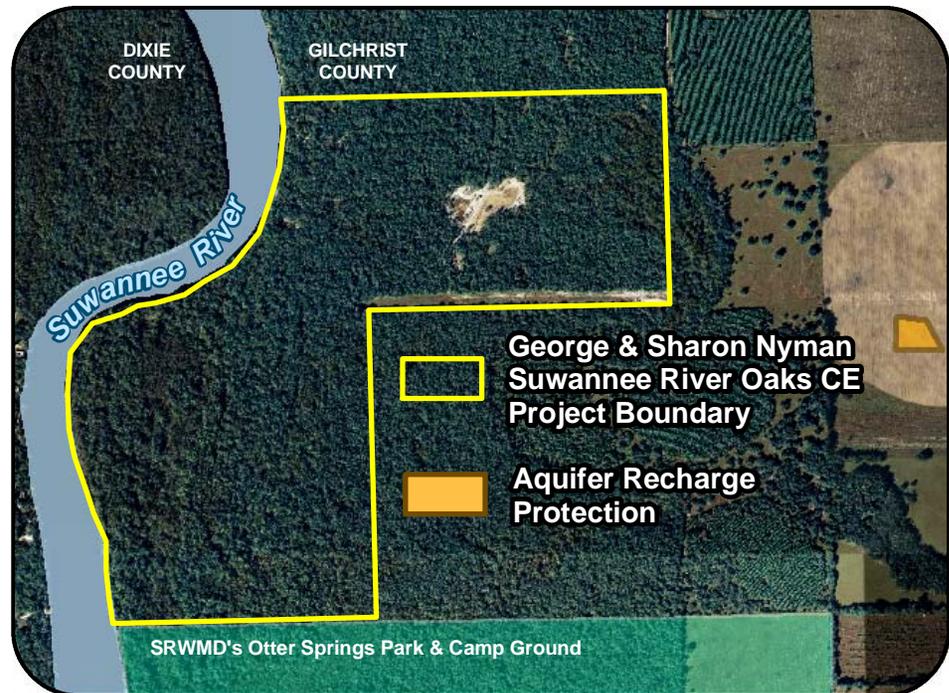
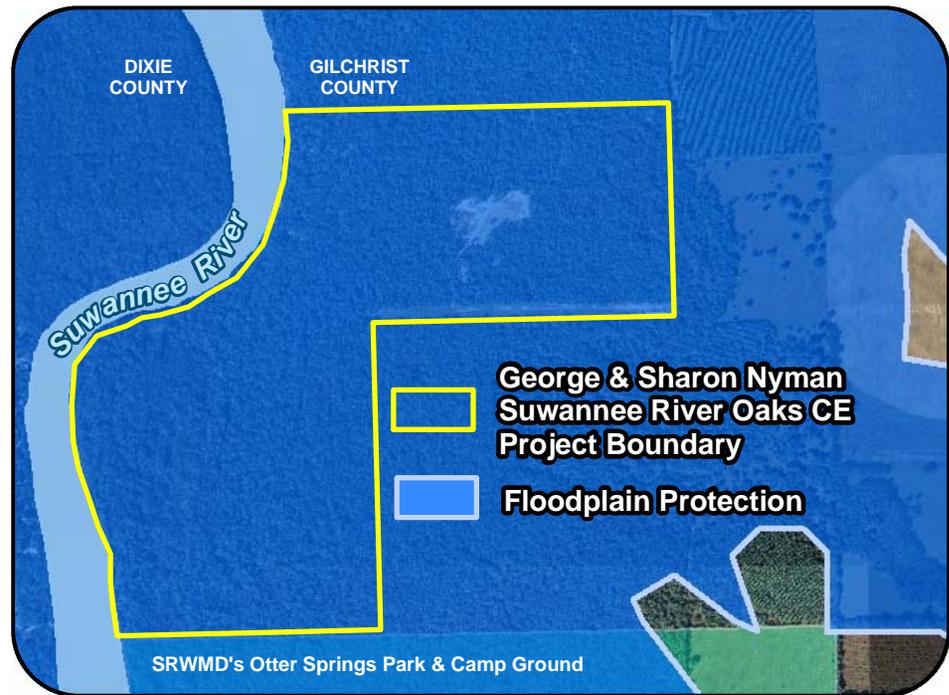
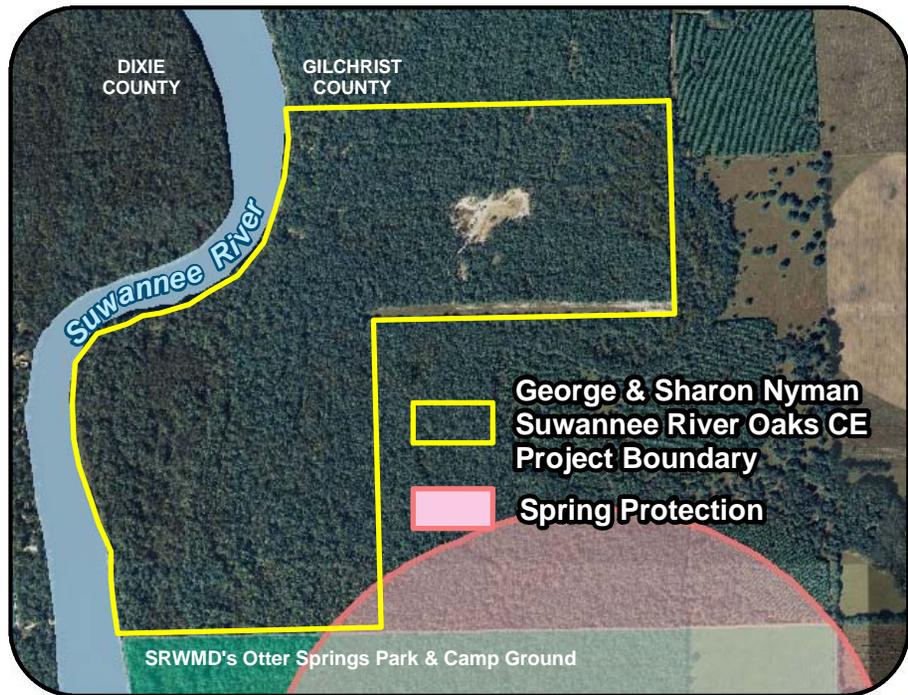


George & Sharon Nyman
 Suwannee River Oaks CE
 Gilchrist County, FL



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PM:RR
 GIS: GH
 PD: 08/24/10



MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator

DATE: September 16, 2010

SUBJECT: Detailed Assessment on the Andrews/Cedar Key Parcel in Levy County

RECOMMENDATION

Staff requests Governing Board authorization to commence detailed assessment and negotiations for fee and perpetual conservation easement acquisition of the 458-acre ± Andrews Family parcel in Levy County.

BACKGROUND

In August 2010 Dennis and Kelby Andrews offered the District their 458-acre tract near Cedar Key in Levy County as a fee or conservation easement acquisition. The tract includes considerable wetlands and is adjacent to other state owned property. Similar to the 1% Flood Hazard Zone (100-year floodplain) this property is totally within the storm surge velocity zone (SSVZ) of the Gulf of Mexico. The majority of this project boundary is in an identified project area of the 2010 Florida Forever Work Plan.

Pending Governing Board approval, staff will research the title and procure appraisals to determine the property's fair market value. After independent appraisal review, market value recommendations will be provided to Board members prior to tendering an offer to the owners.

gal
attachments

PARCEL ASSESSMENT SUMMARY

TRACT: Andrews/Cedar Key Parcel

SELLER: Andrews Family

COUNTY: Levy

S-T-R: S 17, T 15S; R 13E

ACREAGE: 458 acres +/-

WATER RESOURCE PROTECTION:

Storm Surge Velocity Zone: 100% (458 acres)

Surfacewater and Wetlands: 63% (290 acres)

Acquifer Recharge: None

Springs Protection: None

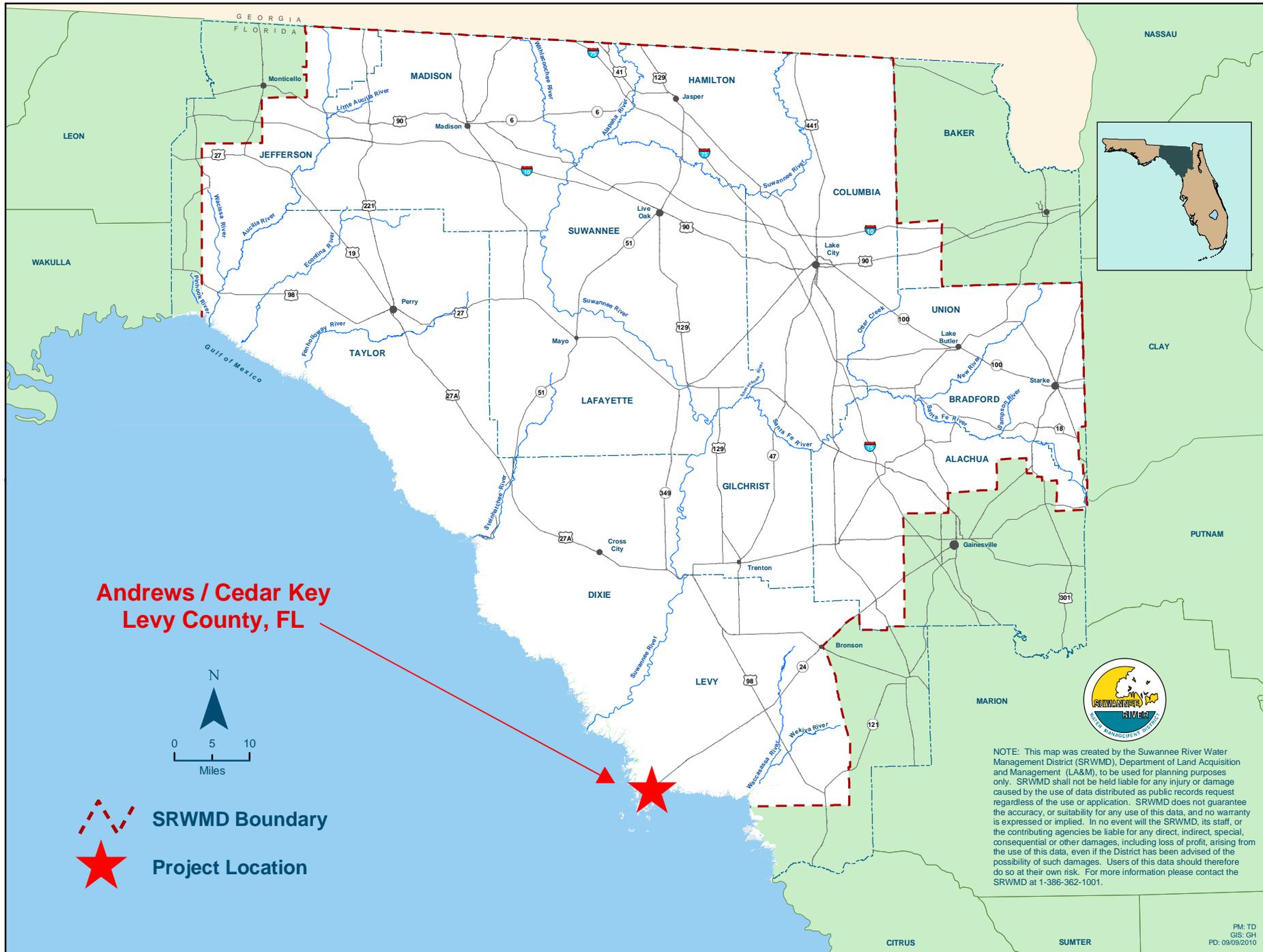
TRACT DESCRIPTION: The tract is near Cedar Key and adjacent to both the Cedar Key Scrub State Reserve and Cedar Keys National Wildlife Refuge. The upland portions of the property are mostly scrub hammock, and the wetlands are low coastal marsh lands. This 458-acre parcel is only a portion of the Andrews family's 878-acre ± holdings in this area. Most of the property has been divided into 20-acre parcels.

ACCESS: This property is bisected by State Road 24.

OUTSTANDING INTERESTS: No outstanding interests are reported on this property.

MANAGEMENT ALTERNATIVES: The primary management objective would be to maintain a buffer around the marsh areas next to the Gulf of Mexico. If purchased as a conservation easement, the Andrews plan to continue using the property primarily for recreational activities.

CURRENT ASKING PRICE: Owner is seeking appraised value.

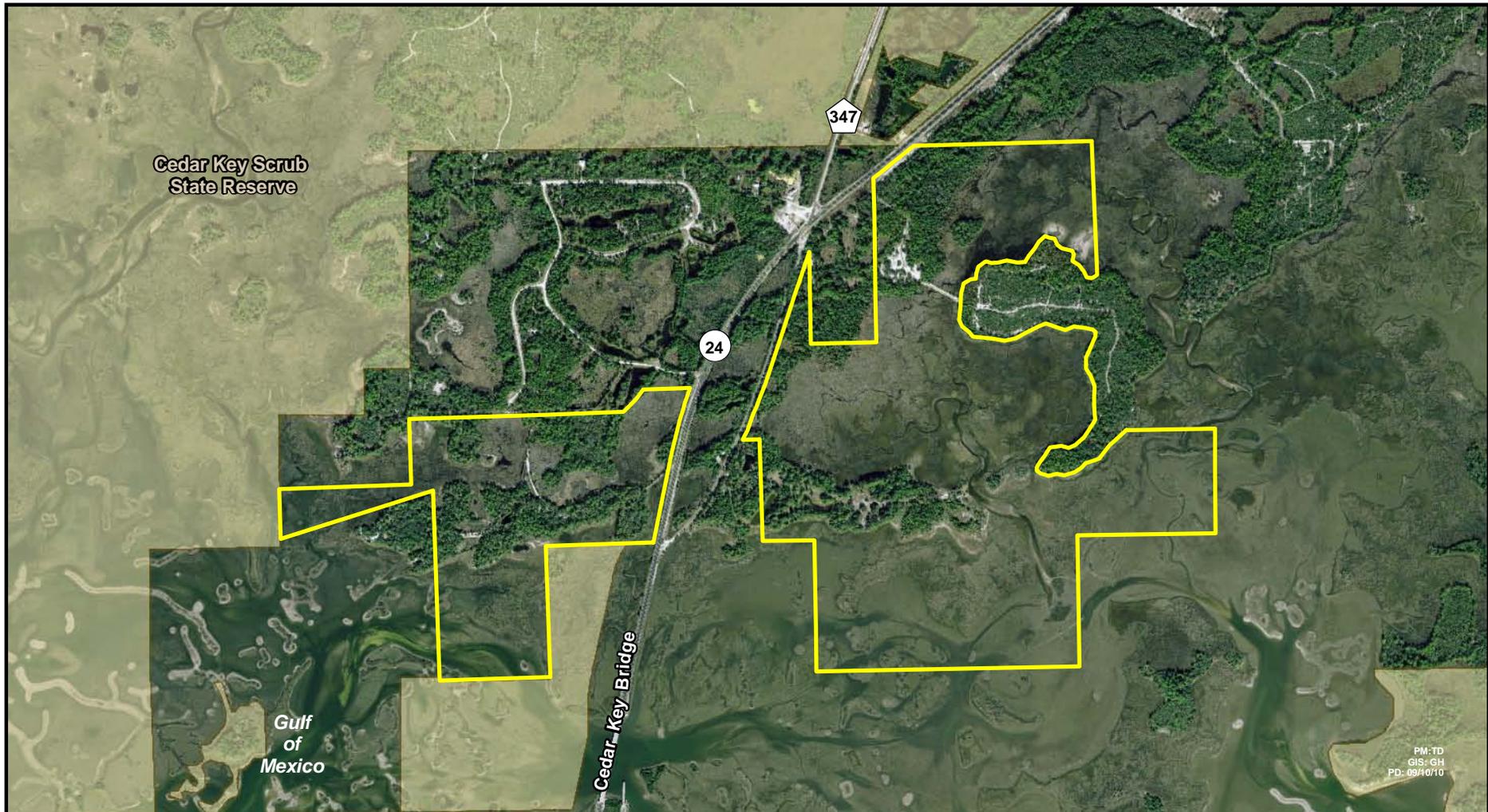


**Andrews / Cedar Key
Levy County, FL**



 **SRWMD Boundary**
 **Project Location**

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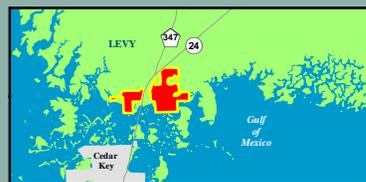
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PD: 09/10/10

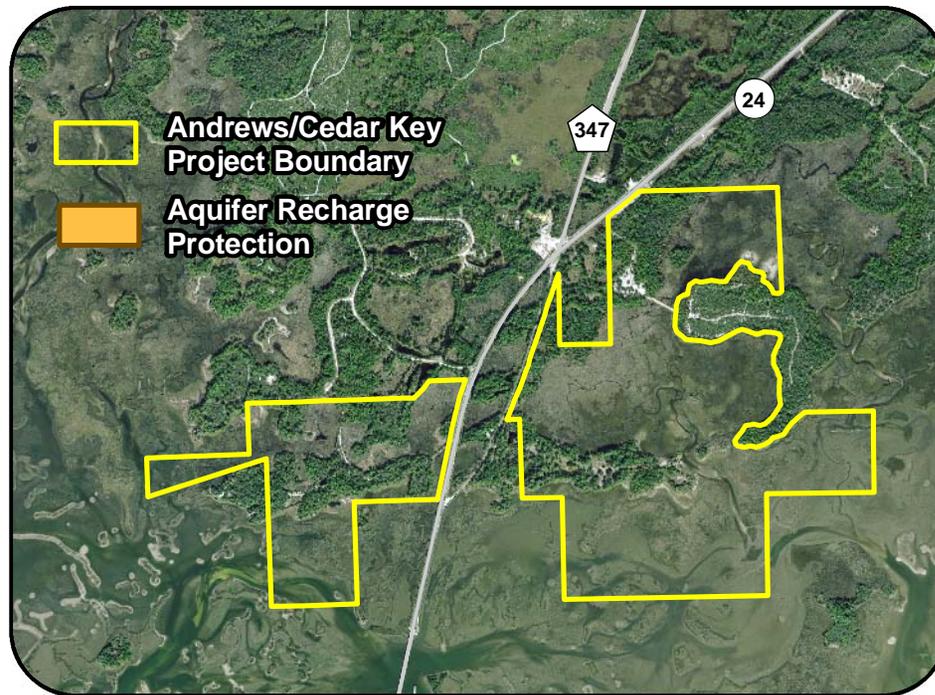
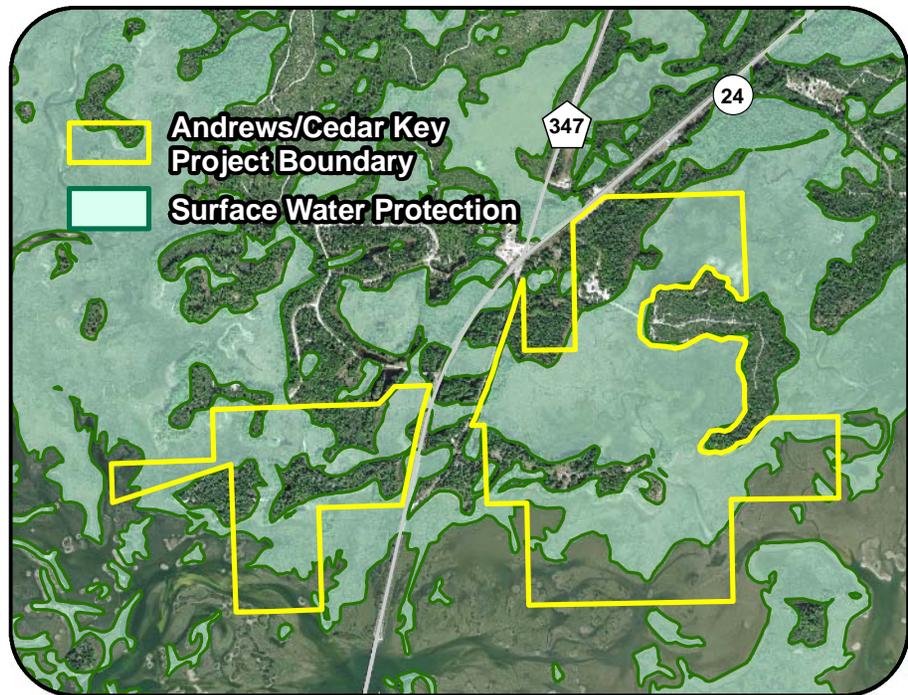
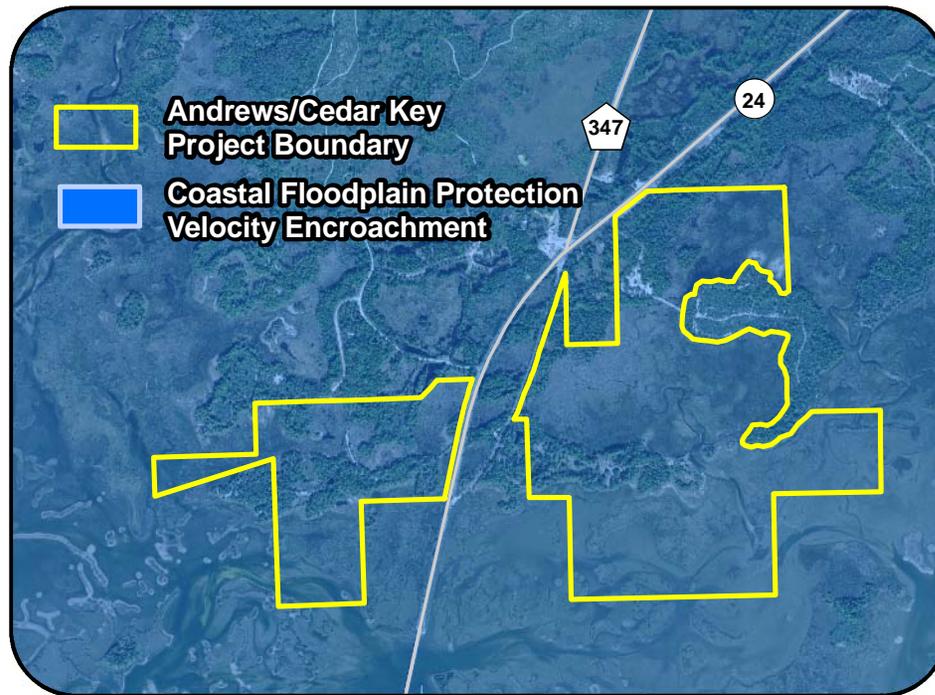
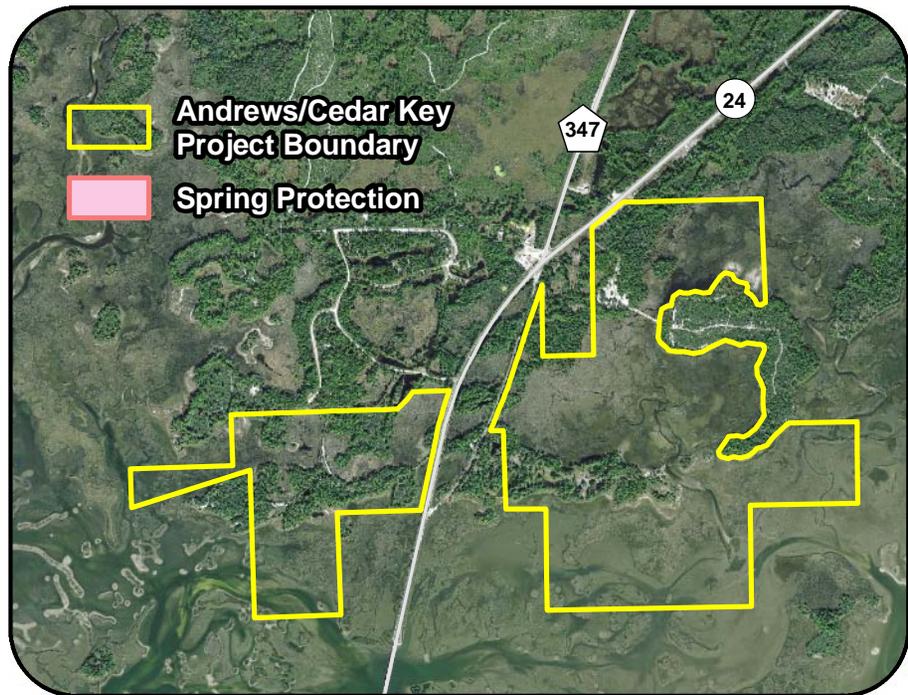
-  Property Offer Boundary
-  Other Public Lands

Andrews / Cedar Key Levy County, FL



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MEMORANDUM

TO: Governing Board
FROM: Terry E. Demott, Senior Land Resource Coordinator
DATE: September 14, 2010
RE: Amendment to the Conservation Easement with Plum Creek
Timberlands, L.P.

RECOMMENDATION

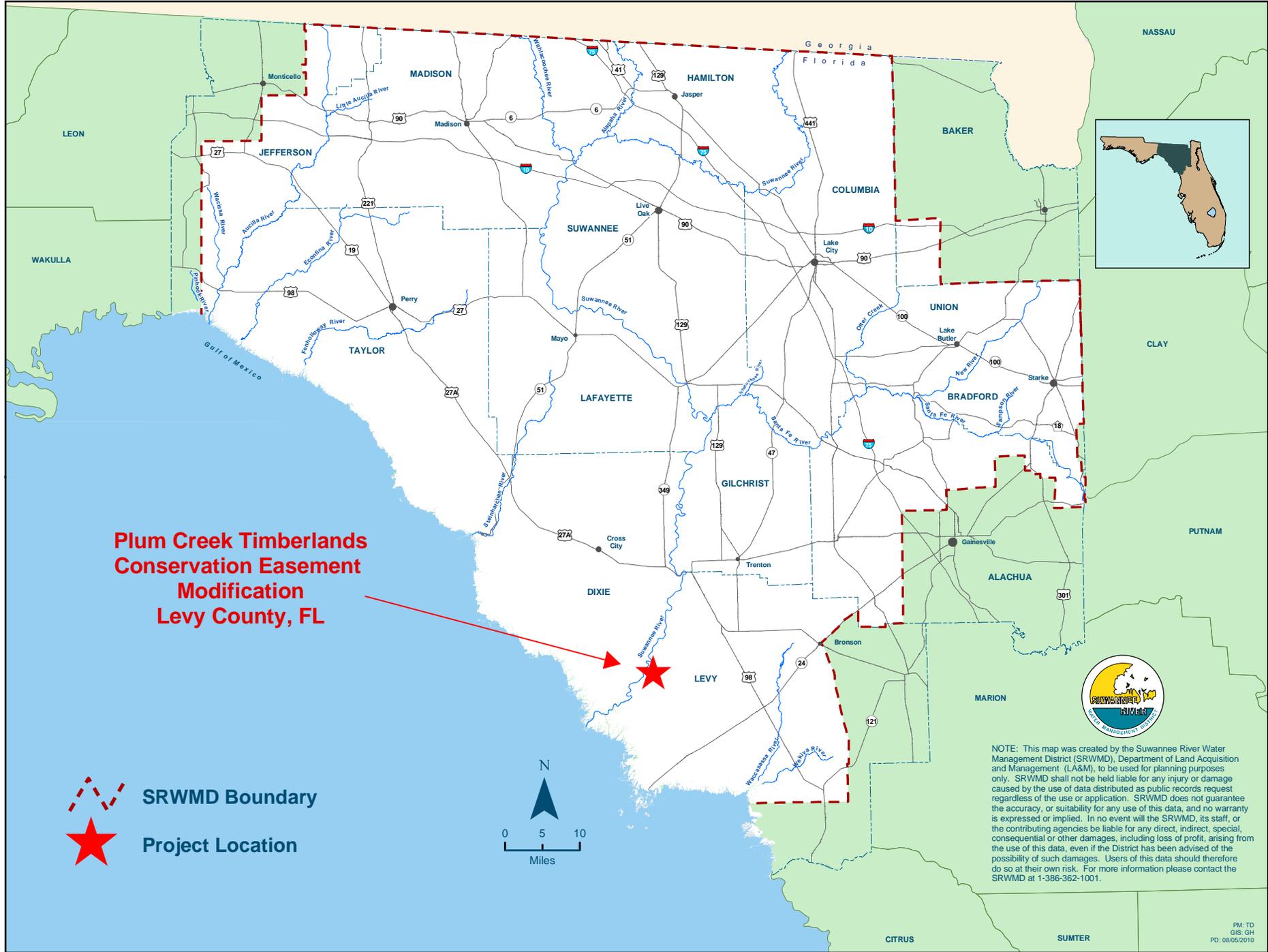
Staff recommends Board approval and execution of an amendment to the conservation easement with Plum Creek Timberlands, L.P., to facilitate improvements to the Fowler's Bluff Water System in Levy County.

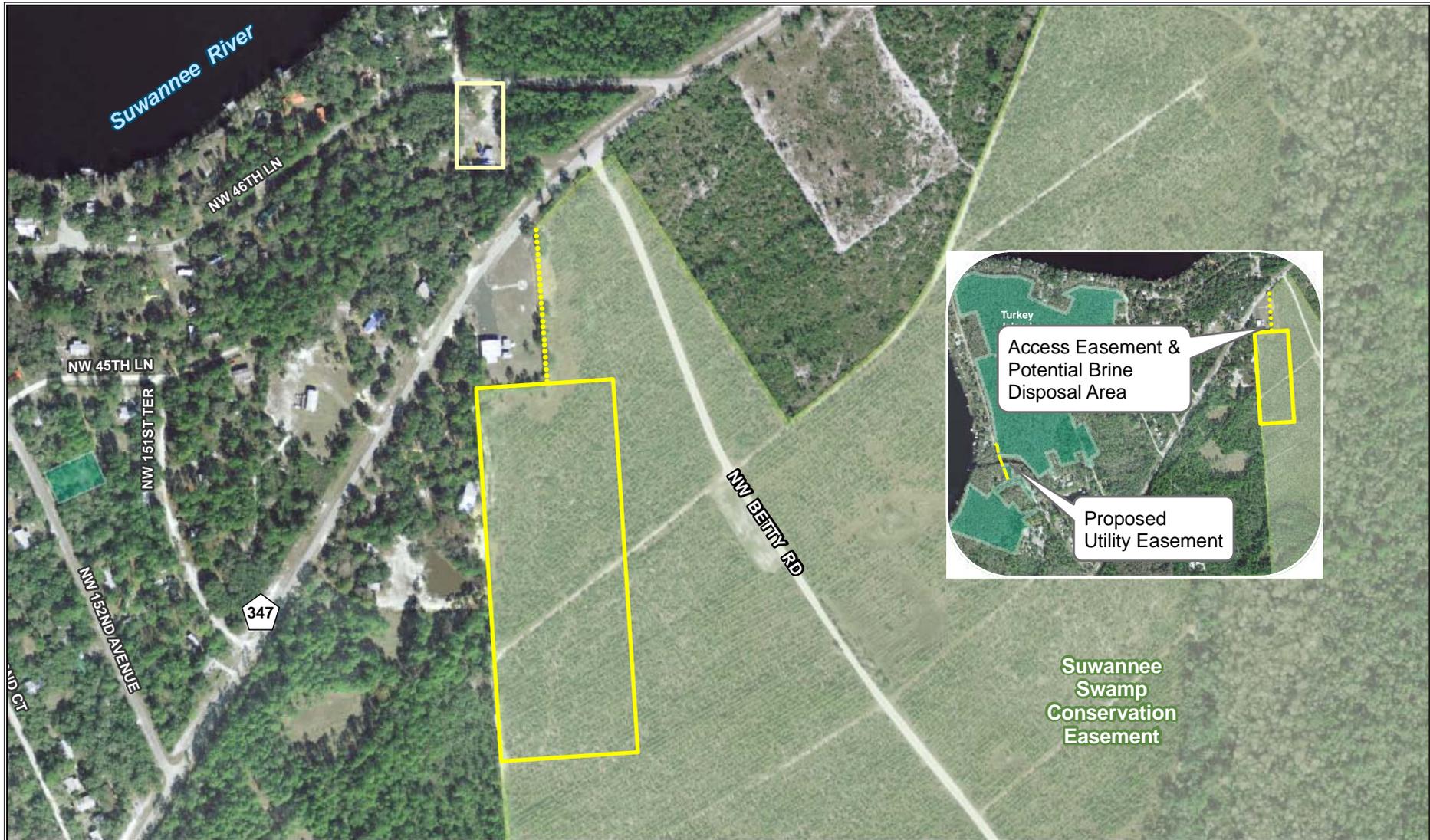
BACKGROUND

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 has obtained an agreement with Plum Creek Timberlands, L.P. (Plum Creek) for a 10-acre disposal area, together with an access easement from C.R. 347 to the 10-acre parcel. This would allow for replacement of the current system and associated brine disposal further out from the 100-year floodplain.

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 but with an amendment 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 it against one of the allowed five 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. The amendment document is being reviewed by Plum Creek and District counsel. A copy will be available for Board prior to the October 12, 2010, meeting.

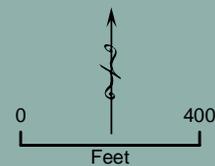
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020-00021





-  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



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

**FIRST AMENDMENT TO AMENDED
AND RESTATED CONSERVATION EASEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CONSERVATION EASEMENT (“Amendment”) is made as of the ____ day of _____, 2010, by and between **PLUM CREEK TIMBERLANDS, L.P.**, a Delaware limited partnership, having a mailing address of Post Office Drawer 2530, Hawthorne, Florida 32640, hereinafter referred to as Grantor, and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Florida Statutes Chapter 373, having a mailing address of 9225 CR 49, Live Oak, FL 32060, hereinafter referred to as Grantee.

W I T N E S S E T H:

WHEREAS, **Plum Creek Timberlands, L.P.**, a Delaware limited partnership and **Suwannee River Water Management District** entered into a Conservation Easement on March 28, 2002, which was recorded March 28, 2002, in Official Records Book 781, pages 546-576, and amended by Amended and Restated Conservation Easement dated August 30, 2002, recorded August 30, 2002, in Official Records Book 801, pages 1-35, all of the public records of Levy County, Florida (the “Easement”); and

WHEREAS, the parties desire to modify and amend the Easement to permit wastewater being disposed over certain lands.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants, conditions and promises contained herein, the parties hereto agree that the Easement is amended as follows:

1. The following is added to Article II:

“13. Anything in the Easement to the contrary notwithstanding, Grantor has the right and is permitted to dispose of or spray across and over 10 acres of land, described in Schedule “A” attached hereto, wastewater, sometimes referred to as “concentrate”, “brine” or “reject water” (“Wastewater”). Wastewater is the byproduct of a reverse osmosis process in the refined treatment system to clarify water. The water is forced through a membrane that captures salts such as chloride, sodium, and potassium. It also captures solids that make the water tea colored. The left over water molecules that

do not pass through the membrane is the concentrate that will be the Wastewater herein, and which will be deposited of on the above described 10 acres of land. The application of Wastewater on the said 10 acres shall contain no hazardous materials or substance. Such Wastewater must be acceptable to the Florida Department of Environmental Protection and any other governmental agency that controls the disposal of such substance and shall meet any permit requirements of the appropriate governmental agency. In no event will the Grantor be authorized to dispose of hazardous materials on the above 10 acres.”

2. The 10 acres described in Schedule “A” attached hereto shall not be considered as a subdivision as set forth in Article II, Paragraph 6 of the Easement and will permit the Grantor to transfer the 10 acres to a third party without the transfer being considered as one of the six subdivisions as described in said Paragraph 6.

3. Except as herein modified, the Easement shall remain in full force and effect.

4. This Amendment shall be effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

PLUM CREEK TIMBERLANDS, L.P.

Print Name: _____

BY: Plum Creek Timber I, L.L.C.

Print Name: _____

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, as _____ of Plum Creek Timber I, L.L.C., the general partner of PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, on behalf of said partnership, and who is personally known to me, or whom has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

“GRANTEE”

Print Name:_____

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Print Name:_____

By:_____
Don Quincey, Jr.
Chairman

Approved as to form and legality:

By:_____
Carl Meece
Secretary/Treasurer

By:_____
William J. Haley, Legal Counsel

**STATE OF FLORIDA
COUNTY OF _____**

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

Print Name:_____
Notary Public, State of Florida
My Commission Expires:_____

EXHIBIT "A"

LEGAL DESCRIPTION

**FOWLER'S BLUFF WATER SYSTEM SPRAY FIELD LANDS
LEVY COUNTY, FLORIDA**

TOWNSHIP 12 SOUTH, RANGE 13 EAST

SECTION 33: Begin at the Southwest corner of the property recorded in Official Records Book 370, pages 800-801, Levy County Records, Levy County, Florida; thence along the South line thereof N 86°35'12" E, 208.70 feet to the Southeast corner of said recorded property; thence continue N 86°35'12" E, 191.30 feet; thence run parallel to the West line of said Section 33, S 03°24'48" E, 1089.00 feet; thence run parallel to the South line of the aforementioned recorded property S 86°35'12" W, 400.00 feet to the West line of said Section 33; thence along the West line of Section 33, N 03°24'48" W, 1089.00 feet to the POINT OF BEGINNING.

MEMORANDUM

TO: Governing Board
FROM: Terry E. Demott, Senior Land Resource Coordinator
DATE: September 14, 2010
RE: Utility Easement to Fowler's Bluff Water System Association, Inc.

RECOMMENDATION

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

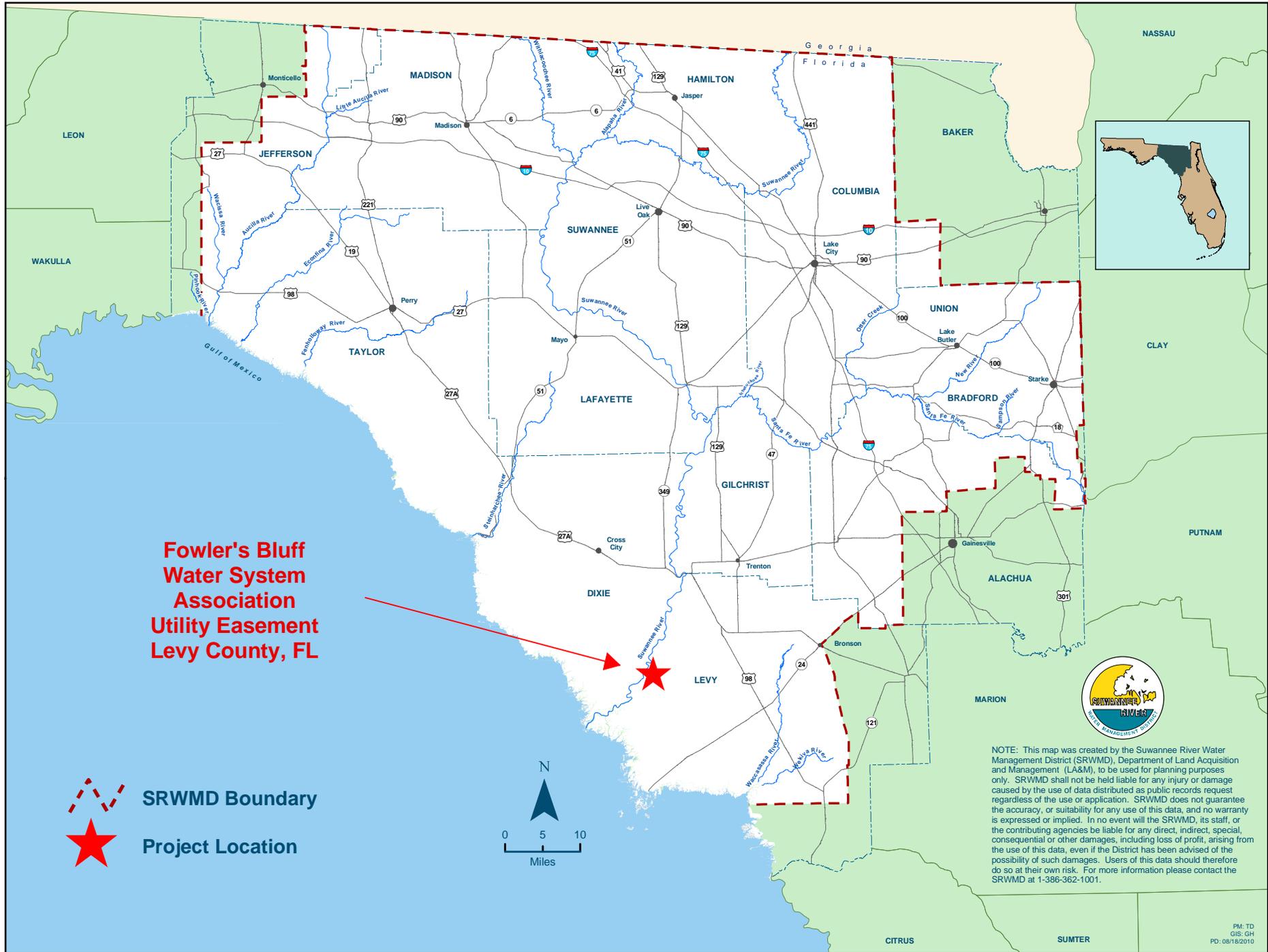
BACKGROUND

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.

The utility easement will cross two parcels of District property bought in 1998 under the small lot program. Total area proposed for the pipeline is approximately 7,825 square feet. 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.

The easement agreement is currently being revised by District and Association counsel, and will be available for Board review prior to the October 12th meeting.

gal
020-00021



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

 **SRWMD Boundary**
 **Project Location**



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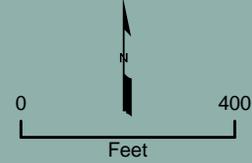


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Fowler's Bluff Water System Association
 Utility Easement
 Levy County, FL



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



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

This instrument prepared by/Return to:
William J. Haley, Esquire
Brannon, Brown,
Haley & Bullock, P.A.
116 NW Columbia Avenue
Lake City, Florida 32055

EASEMENT

THIS EASEMENT ("Easement") is made and entered into this _____ day of _____, 2010, by and between **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "Grantor"), and **FOWLER'S BLUFF WATER SYSTEM ASSOCIATION, INC.**, a Florida non-profit corporation, having a mailing address of 4496 NW 152nd Avenue, Chiefland, Florida 32626, (hereinafter referred to as "Grantee");

WHEREAS, Grantee desires an easement for a public water supply treatment and distribution system for the efficient distribution of potable water ("Utilities") in and over the lands located in Levy County, Florida, described in Schedule A attached ("Easement Lands"); and

WHEREAS, at present Grantee owns a tract of land in Levy County, Florida, adjacent to the Easement Lands described in Schedule B attached hereto; and

WHEREAS, Grantor agrees to grant to Grantee a non-exclusive Easement over the Easement Lands.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) each in hand paid to the other, the parties agree as follows:

1. Grantor does hereby grant unto Grantee, its successors and assigns, a perpetual non-exclusive Utility easement and Road right of way on, over, under, and across the Easement Lands.
2. This Easement is granted subject to the following terms, conditions and agreements:
 - a) Grantee is hereby granted the right to construct, reconstruct, operate, improve and maintain water main pipelines within said Easement Lands. Any such construction, improvement or maintenance activities and operations shall be at the sole cost and expense of Grantee and shall be

performed to reasonable standards. Prior to undertaking any such activities or operations, Grantee shall notify Grantor in writing and obtain the necessary permits, if any, required by governmental agencies or entities. Grantee shall be solely responsible and liable for any injuries or damages suffered by third parties (whether to person or property) resulting from the negligence of Grantee, or their agents, contractors, or employees in the performance of any construction, improvement or maintenance activities, operations, or use within the Easement Lands.

b) Notwithstanding the rights granted to Grantee in Paragraph 2(a) above, Grantor reserves unto itself the right, but not the obligation, to maintain or improve at its sole cost and expense any roadways now or hereafter constructed within the Easement Lands.

c) Grantee agrees that they will promptly repair any damages caused by, or resulting from, their use of the Easement Lands, routine wear and tear resulting from ordinary and regular use being excepted.

d) Grantee agrees to, and does hereby, indemnify and hold Grantor harmless from all liability, loss, damage, and expense, whether for injury to or death of any person or persons, or damage to or loss of property, which is attributable to or arises out of the use of the Easement Lands and the conduct or activities of the Grantee, their contractors, agents, representatives, employees, invitees, guests, or licensees pursuant to its use under this Easement.

e) Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by Grantor hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

f) It is expressly understood that the Easement granted hereinafter is intended to be a non-exclusive right of way granted to Grantee with the right to use for ingress and egress by the Grantee, their contractors, agents, representatives, employees, guests and invitees for the construction, maintenance and use for utilities only.

g) Grantee, in the exercise of their rights hereunder, shall permit no action, activity, or course of conduct by their contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to Grantor's joint use of the Easement Lands or Grantor's adjoining lands. Likewise, Grantor, in the exercise of its ownership rights, shall not permit any action, activity, or course or conduct by its contractors, agents, representatives, employees, guests, invitees or licensees that would be detrimental, hazardous, or unduly restrictive to the uses granted herein to Grantee.

h) Grantee agrees that they will make every reasonable effort to prohibit any persons using the Easement Lands from carrying, transporting, or possessing loaded firearms as they pass over, along and across the Easement Lands or any portions thereof.

i) In the event there is a breach of any of the covenants, conditions and agreements contained herein, and a cause of action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party.

3. The Easement herein granted shall run with the title to the lands described in Schedule B.

4. This Easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. In Grantee's use and construction of the Utilities line, Grantee shall comply with all governmental rules and regulations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year set forth herein above.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Print Name: _____

By: _____
Don Quincey, Jr.
Chairman

Print Name: _____

Attest: _____
Carl Meece
Secretary/Treasurer

Reviewed as to conformance to
District budgetary and administrative
procedures:

Approved as to form and legality:

Joe Flanagan, Director
Land Acquisition & Management
STATE OF FLORIDA
COUNTY OF

By: _____
William J. Haley, Legal Counsel

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by Don Quincey, Jr. and Carl Meece, as Chairman and Secretary/Treasurer, respectively, 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 whom produced Florida Drivers' Licenses as identification.

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

Signed, sealed and delivered
in the presence of:

“GRANTEE”

**FOWLER'S BLUFF WATER SYSTEM
ASSOCIATION, INC.**

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF**

The foregoing instrument was acknowledged before me this _____ day of
_____, 2010 by _____, as
_____, of Fowler's Bluff Water System Association, Inc.,
a Florida non-profit corporation, on behalf of the corporation, who is personally known to
me, or whom produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

SCHEDULE A

“EASEMENT LANDS”

A 25 foot wide utilities easement located in Section 32, Township 12 South, Range 13 East, being more particularly described as follows:

Commence at the Southeast corner of Lot 56, Treasure Camp Addition No. 5, as recorded in Plat Book 1, page 56, public records of Levy County, Florida; thence along the South right of way line of NW 46th Lane (Drifters Way), N 82°34'52" E, 50.00 feet to the Point of Beginning; thence continue along said South right of way line, N 82°34'52" E, 16.00 feet to the Easterly right of way line of NW 46th Lane (Drifters Way); thence leaving the said South right of way line and along the said Easterly right of way line, N 07°44'56" W, 37.18 feet; thence leaving the said Easterly right of way line, S 22°38'59" E, 191.40 feet; thence S 17°47'37" E, 204.78 feet to the Northerly right of way line of NW 42nd Place; thence along the said Northerly right of way line, S 74°07'37" W, 25.00 feet to the Southeast corner of the property described in Official Records Book 1112, page 300 of the public records of Levy County, Florida; thence leaving said Northerly right of way line and along the East line of said recorded property, N 17°47'37" W, 202.88 feet to the Northeast corner of said recorded property; thence leaving the East line of said recorded property, N 22°38'59" W, 158.60 feet to the Point of Beginning.

SCHEDULE B

LEGAL DESCRIPTION

**FOWLER'S BLUFF WATER SYSTEM SPRAY FIELD LANDS
LEVY COUNTY, FLORIDA**

TOWNSHIP 12 SOUTH, RANGE 13 EAST

SECTION 33:

Begin at the Southwest corner of the property recorded in Official Records Book 370, pages 800-801, Levy County Records, Levy County, Florida; thence along the South line thereof N 86°35'12" E, 208.70 feet to the Southeast corner of said recorded property; thence continue N 86°35'12" E, 191.30 feet; thence run parallel to the West line of said Section 33, S 03°24'48" E, 1089.00 feet; thence run parallel to the South line of the aforementioned recorded property S 86°35'12" W, 400.00 feet to the West line of said Section 33; thence along the West line of Section 33, N 03°24'48" W, 1089.00 feet to the POINT OF BEGINNING.

MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Senior Land Resource Coordinator

DATE: September 14, 2010

RE: Utility Easement to Central Florida Electric Cooperative Inc.

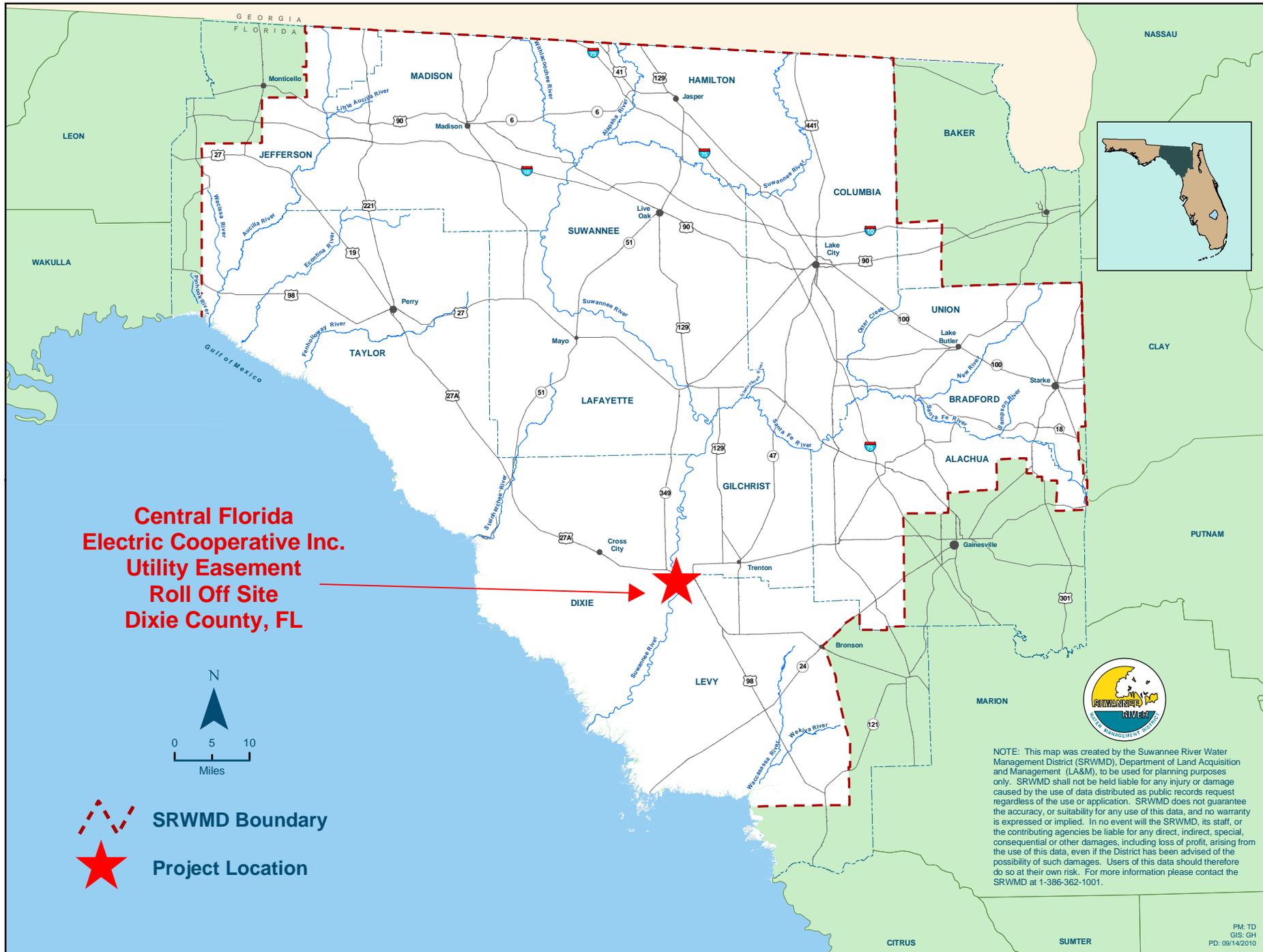
RECOMMENDATION

Staff recommends approval and execution of a right-of-way easement for a power line to Central Florida Electric Cooperative, Inc., (CFEC) on District lands in Dixie County.

BACKGROUND

Dixie County operates a solid waste staging area (roll off site) on property totally surrounded by lands owned by the District. The County has asked the District to allow CFEC to install electric power lines over District property to serve the building in which County employees are housed. A 40-foot ingress and egress (driveway) easement has been granted to the County. However, large trucks use this easement and it is not feasible to install overhead power lines. The utilities right-of-way easement will be 20 feet wide and adjacent to the driveway easement.

gal
enclosure





PM:TD
GIS: GH
PD: 09/14/10

-  Utility Easement
-  Fee W/ Access
-  SRWMD Lands



Central Florida
Electric Cooperative Inc.
Utility Easement
Roll Off Site
Dixie 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 (Levy)

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

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, (hereinafter called the "District"), having a mailing address of 9225 CR 49, Live Oak, Florida 32060, whose Tax Identification number is 59-1520101, for good and valuable consideration does hereby grant unto **CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC.**, a non-profit membership corporation organized and existing under the laws of the State of Florida, (hereinafter called the "Cooperative") whose post office box is P.O. Box 9, Chiefland, Florida 32644, the right to enter upon the lands of the District situated in **Dixie** County, Florida, for a power line easement over lands, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

The right to enter upon the lands (hereinafter "Easement") shall include the right to construct, reconstruct, operate and maintain for such period of time as it may use the same, or until the use is abandoned, on the said lands, an electric transmission or distribution line and system only, and to cut and trim trees and shrubbery, only within the Easement area, which may interfere or threaten to endanger the operation and maintenance of said electric transmission or distribution line or system.

1. All poles, wires, guys, anchors, ground connections, attachments, surface testing fixtures, equipment and accessories (hereinafter referred to as "Facilities"), including main service entrance equipment, installed on or above the described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.
2. This Easement shall automatically terminate upon Cooperative removing said Facilities and failing to use the Easement for any consecutive six (6) month period. Upon the District filing an affidavit

in the public records of the County in which the above described property is located, stating that the Facilities have been removed and have not been replaced for a continuous six (6) month period, such affidavit shall be noticed to all of the termination of Cooperative's rights under this Easement and all persons or parties dealing with the property may rely on the affidavit and the fact that the Easement has been terminated.

3. Cooperative shall have the right to erect, install, improve, repair, rebuild or remove said Facilities, including the right to increase or decrease the number of wires and voltage, the right to patrol and inspect, together with all other rights and privileges described. Cooperative shall also have the right to trim, cut and keep clear trees, limbs and undergrowth in Easement area only. Cooperative shall have the further right to enter upon the premises, and, after notice to and consent from the District, other adjoining lands of the District, for the purpose of exercising the rights herein granted.
4. District hereby agrees that no building or permanent structures other than fences shall be constructed or located within the Easement area, provided however, the District reserves the right to use said Easement area for other utility services and any other purpose which will not unreasonably interfere with the safe operation, maintenance, or repair of said Facilities of Cooperative.
5. Cooperative does hereby indemnify and hold the District harmless from any and all claims, losses, demands, suits, liabilities, judgments, debts and expenses caused by Cooperative's use of the Easement, construction and maintenance of the Easement and Facilities whether a claim for damages to person or property including attorney's fees and costs.
6. Upon the Cooperative's cutting or trimming trees and shrubbery, all trees or shrubbery and debris shall be removed from the Easement area within thirty (30) days of the date of the cutting and trimming.
7. In the event either party employs the services of an attorney to enforce the rights hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs.
8. District covenants that it has the right to convey the said Easement area and that Cooperative, its successors and assigns, shall have the quiet and peaceful possession, use and enjoyment of said Easement.

9. All covenants, terms, provisions, and conditions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2010.

Signed, sealed and delivered
in the presence of:

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Print Name: _____

By: _____
Don Quincey, Jr.

Print Name: _____

Attest: _____
Carl Meece
Secretary/Treasurer

(SEAL)

REVIEWED AS TO CONFORMANCE
TO DISTRICT BUDGETARY AND
ADMINISTRATIVE PROCEDURES:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Joseph W. Flanagan, Director
Land Acquisition and Management

By: _____
William J. Haley, Legal Counsel

**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 Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who are personally known to me.

Print Name: _____
Notary Public, State of Florida
Commission Number: _____
My Commission Expires: _____

The Central Florida Electric Cooperative, Inc. accepts the Easement and agrees to abide by the terms and conditions set forth above.

**Central Florida Electric Cooperative,
Inc.**

By: _____
Print Name: _____
Title: _____

EXHIBIT A
Easement Description

TOWNSHIP 10 SOUTH, RANGE 14 EAST

SECTION 31: 20 feet lying North of a line described as follows:

Commence on the North line of Section 31, at a point 39.28 feet Easterly from the NW corner of said Section 31, said point being on the arc of a curve concave to the SE having a radius of 3819.72 feet; thence from a tangent bearing of S 4°14'08" W run Southwesterly, South and Southeasterly along said curve through an angle of 5°31'41", 368.54 feet to the West line of said Section 31 (East line of Section 36, Township 10 South, Range 13 East) at a point 369.38 feet Southerly from the NE corner of said Section 36; thence from a tangent bearing of S 1°17'33" E run Southeasterly along said curve through an angle of 2°22'53", 150.76 feet to the end of said curve, thence S 3°40'26" E, 677.89 feet; thence N 86°19'34" E, 200 feet to the Point of Beginning of the line; thence S 86°19'34" W to the East right of way line of State Road No. S-317, along the North line of a 40 foot ingress and egress easement recorded in Official Records Book 91, page 134, public records of Dixie County, Florida, to the Point of Termination of the line.

MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Sr. Land Resource Coordinator

DATE: September 16, 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 October 12, 2010, Governing Board meeting.

gal
cc: Charlie Houder
007-0003

PROJECTS UNDER CONTRACT	STATUS
Sante Fe River Hammock LLC/ Santa Fe River Hammock CE Bradford County 167 acres ±	The Governing Board approved purchase of this conservation easement on September 14, 2010.
APPROVED PROJECTS	STATUS
Guerry, Bryan and Candace Surplus Property Exchange Columbia County	The District's last offer was not accepted by the landowner. Staff is contracting to conduct a timber thinning operation on the District's proposed exchange property. After the timber is harvested, the District intends to renegotiate an exchange with the Guerrys.
Cooley Family/Cooley CE 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 has been reviewed. Appraisal bids are due September 21, 2010.
Floyd Family/Floyd CE 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 has been reviewed. Appraisal bids are due September 21, 2010.
Layman Law Firm/Walker Spring Conservation Easement Jefferson County 172 acres ±	An abstract opinion of title has been completed, and a draft conservation easement has been prepared.
Santa Fe Springs LLC/Sawdust Spring Columbia County 234 acres±	On August 10, 2010, the Governing Board approved a detailed assessment of 234 acres fronting the Santa Fe River. Title search and abstract are being ordered, and an appraisal and timber request for bids are in progress.
Shaw, Robert Santa Fe Swamp Addition Alachua and Bradford Counties 60 acres ±	On September 14, 2010, the Governing Board approved a detailed assessment of the 60 acres on both sides of the Santa Fe River. Title search and abstract are being ordered.
SURPLUS LANDS	STATUS
	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 September 30, 2010.

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	9/30/2010			
3	Santa Fe Oasis	110	Gilchrist	06/1995	P2000	8/27/2010	9/30/2010			
3	Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	9/30/2010			

Land Acquisition Activity Report
 September 16, 2010
 Page 4

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	9/30/2010			
3	Falmouth North (8 tracts)	6	Suwannee	04/1998	WMLTF	8/27/2010	9/30/2010			

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Senior Land Resources Manager
DATE: September 16, 2010
SUBJECT: Land Management Activity Report

REAL PROPERTY MANAGEMENT

The Loncala conservation easement in Gilchrist County and the Meeks, Mann and Plum Creek conservation easements in Levy County were inspected and are in compliance with the original documents.

Assistance was given to an appraiser for his valuation of part of the District's Sandlin Bay property in Columbia County. This appraisal is being conducted for another potential sale of District property to the USDA Forest Service for further expansion of the Osceola National Forest.

FACILITY MANAGEMENT

District contractors are mowing public roads and seasonal and administrative roads on District lands. The first priority is to mow roads with the highest potential for public use, such as trails and roads in the wildlife management areas.

FOREST MANAGEMENT

John Cruce Inc. has completed whole tree chipping on approximately 335 acres of District lands. This is an important vegetation management tool used to help with reforestation efforts and to help meet natural community Desired Future Conditions.

Crews have started harvesting on the Steinhatchee #2 and #3 timber sales as the sites have started to dry out.

VISITOR MANAGEMENT

District staff attended the Big Shoals working group meeting on August 24 during which joint management of the properties was discussed. Big Shoals Public Lands are managed by four entities. There are three landowners (Department of Environmental Protection, Division of Forestry, and Suwannee River Water Management District) and the hunting is managed by Florida Fish and Wildlife Conservation Commission. Big Shoals is managed by one management plan, and all the agencies work together on land management activities.

District staff worked with Suwannee Correctional Institution to identify seven tracts that can be used by the K-9 staff to train their dogs. Correctional officers will use the areas to lay a track, and then the K-9 team will bring in the dogs to track the person.

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

Recreation	Temporary Ingress & Egress	Mallory Swamp ATV Trail	RO Ranch (Goose Pasture Camping¹	Other	Total
16	6	9	0	0	0	31

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

River Camp	Day Users	Overnight Users	Total
Woods Ferry		75	75
Holton Creek		101	101
Dowling Park		122	122
Peacock Slough	113	54	167
Adams Tract		67	67
Total	113	419	532

ANNUAL CONSERVATION EASEMENT REPORT

The District started its conservation easement purchase program in 1989 and currently has 32 active conservation easements with 28 different land owners totaling about 125,283 acres. All of the easements contain a clause allowing the District to inspect the property for compliance on at least an annual basis. With few exceptions, all of the easements have been inspected yearly. For the last ten years all of the properties have been included in a schedule and have been regularly inspected.

The District has had very few and relatively minor infractions of the terms of conservation easements, all were quickly resolved by staff members and owners. Those conservation easements on forest lands have remained in forest products use and management. Many of our smaller tracts are mainly used for hunting and continue to be managed for game. During FY 2009/2010 no conservation easement infractions were noted.

One of the most important tasks associated with conservation easement monitoring is maintaining a rapport between the District and property owner or manager. Staff received inquiries on a regular basis from conservation easement landowners asking about an allowable activity. The District's low record of infractions attests to the efforts made to maintain communications with owners of conservation easement lands.

gal
008-00025

MEMORANDUM

TO: Governing Board
FROM: Brian Kauffman, Facilities Director
DATE: September 16, 2010
RE: R. O. Ranch Equestrian Park Monthly Activity Report

The R. O. Ranch Board of Directors held their regular monthly board meeting on September 2, 2010, at the R. O. Ranch Equestrian Park. One member of the public attended. The Board reviewed and approved the management agreement with the District and the FY 2011 revenue and expense plan. Both documents were brought before the District Governing Board for approval at their September 14, meeting.

Bids to construct (2) four-inch public supply wells were advertised the first week of August. Roundman's Pump Repair and Well Drilling Company was selected as the low bidder. Both wells were drilled during the last week of August.

The visitor education center is 98 percent complete. McInnis Construction is scheduled to finish by October 1, 2010. The air-conditioning units were wired and turned on to lower the humidity in the building for the installation of the solid pine wood floors.

With the rains subsiding, the concrete subcontractor was able to pour the monolithic slab for the bathhouse. The block walls are approximately 80 percent complete.

Plans are underway for R. O. Park to participate in Mayo Pioneer Days. This year the park will be open for primitive camping from Thursday, October 7 through Sunday, October 10. Brian Lambert of Branford has volunteered to organize this year's events. The annual 18-mile trail ride from the park to Mayo will take place on Friday. Guests can camp in Mayo or at R. O. Ranch. Some will spend the night in Mayo and participate in parade on Saturday. The Chamber of Commerce has asked the park to carry the Grand Marshalls in the wagons again this year. Food concessions will be on hand to serve food on Friday night and all day Saturday. Several events are planned for Saturday afternoon. Based on his previous experience, Mr. Lambert is expecting approximately 300 horses for Saturday's events.

The District's inmate crew concentrated on installing the camping and horse stall pads in the campground and 12 of the 32 campsites are complete.

gal
023-00010