

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
DATE: March 7, 2010
SUBJECT: McDavid Farms, Inc. Parcel

RECOMMENDATION

Staff requests approval from the Governing Board to initiate a detailed assessment on the 255-acre ± McDavid Farms, Inc. property on the Santa Fe River in Alachua County and begin work on a Joint Participation Agreement with Alachua County.

BACKGROUND

The McDavid Farms Parcel is bordered on its entire east side by the 835-acre Mud Swamp tract owned by the District. This 255-acre ± addition would give the District access from Highway 235 and an additional one mile of river corridor to add to the 8.82 miles of existing protected river corridor.

McDavid Farms, Inc. originally offered their entire 682-acre farm to the District and the Alachua Forever program. The 427-acre upland farm area is leased for cattle grazing and has two center pivot systems for row cropping and organic vegetable row cropping. After consultation with the McDavid family, they have agreed to offer the most environmentally sensitive acreage in the 100-year floodplain of the Santa Fe River, which totals approximately 255 acres.

The Santa Fe River corridor is the top priority of Alachua County's land acquisition program. County staff has indicated an interest in the property and has asked the District to consider a joint purchase.

The District has completed two other joint purchases with the Alachua County Forever program. A joint purchase agreement would equally split the land costs, and each party would take an undivided 50% interest in title. Alachua Forever

would assume appraisal fees using two appraisers from the District's qualified list. The District would pay for survey and environmental audit, and each party would pay their own attorneys' fees. The District would also assume the lead land management responsibility.

With Board authorization, staff will refine the details of a joint participation agreement. The appraisals will form the basis for any future negotiations, and staff would return to the Board with any future recommendation for purchase.

/gal

PARCEL ASSESSMENT SUMMARY

TRACT: McDavid Farms

SELLER: McDavid Farms, Inc. – Registered Agent Terry McDavid, Lake City, Florida

RIVER: Santa Fe

COUNTY: Alachua

S-T-R: S 19, 20; T 7 South; R 20 East

ACREAGE: 255 acres ±

FRONTAGE:

Feet: 5,966

Miles: 1.13

WATER RESOURCE VALUES:

100-Year Floodplain: 98% (250 acres)

Surfacewater Protection: 76% (194 acres)

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

ACQUISITION PLANNING STATUS: The property is in an identified acquisition project area of the 2011 Florida Forever Work Plan.

TRACT DESCRIPTION: Located south of Brooker, Florida and east of the Highway 235 Santa Fe River bridge crossing. This property will expand the District's protected river corridor in this area by adjoining the 835-acre Mud Swamp Tract and 1,054-acre Montechoa Creek Conservation Easement. Natural communities present on site are bottomland forest, floodplain swamp, upland mixed forest and woodland pasture. The riverine floodplain swamp has not been logged prior to the McDavid's ownership (1960's) and is in good to excellent condition.

ACCESS: The property has frontage on Highway 235.

SURPLUS LANDS ANALYSIS: This project configuration has been reviewed from both a water resources perspective and management perspective. The review determined that the entire 255 acres is needed for conservation purposes. No portion of this tract is recommended for declaration as surplus.

MANAGEMENT ALTERNATIVES: The property would be managed to preserve wetlands and natural floodplain function and to improve the quality of the forested

landscape. There is a small acreage in pasture that could be reforested. Two borrow areas on the property will be assessed for wetland restoration, potentially as mitigation projects. Under the proposed agreement with Alachua County the District assumes primary management responsibility for the property. Public use opportunities will include nature study and hiking in connection with the District's Mud Swamp property.

ASKING PRICE: The 682-acre parent parcel is currently listed with the Daniel Crapps Agency at \$3,600,000 or approximately \$5,400 per acre. McDavid Farms, Inc. is currently offering the 255 acres of river frontage acreage at \$4,500 per acre in order to be considered by the District and Alachua County.

McDavid Farms, Inc.
Alachua County
Florida

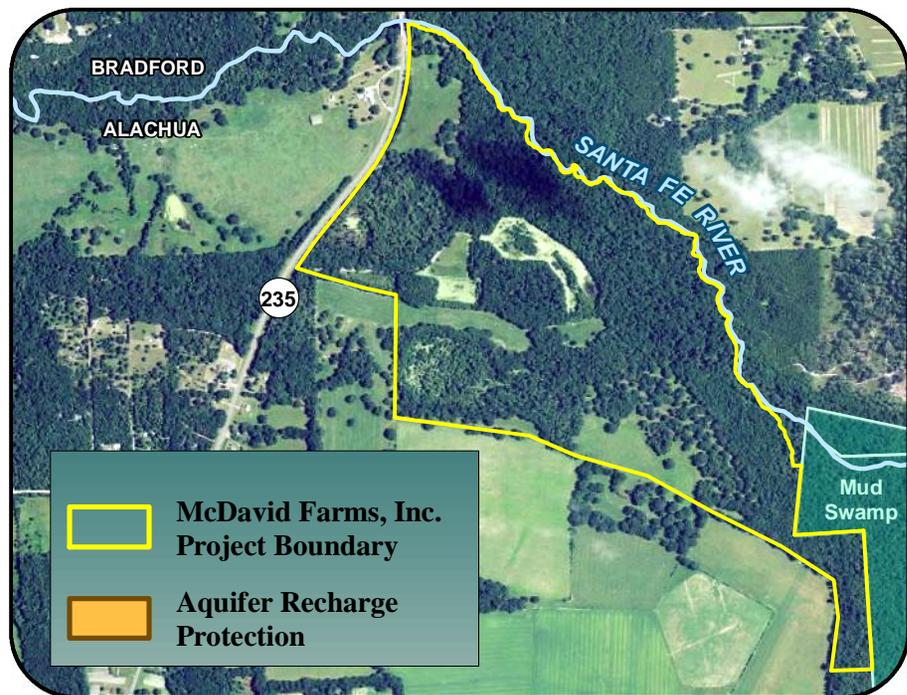
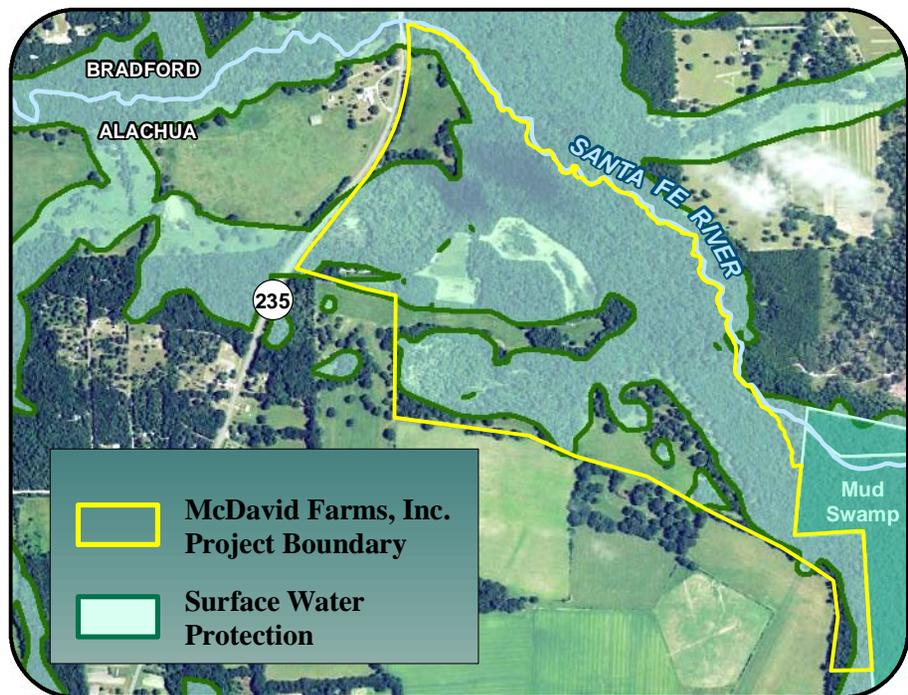
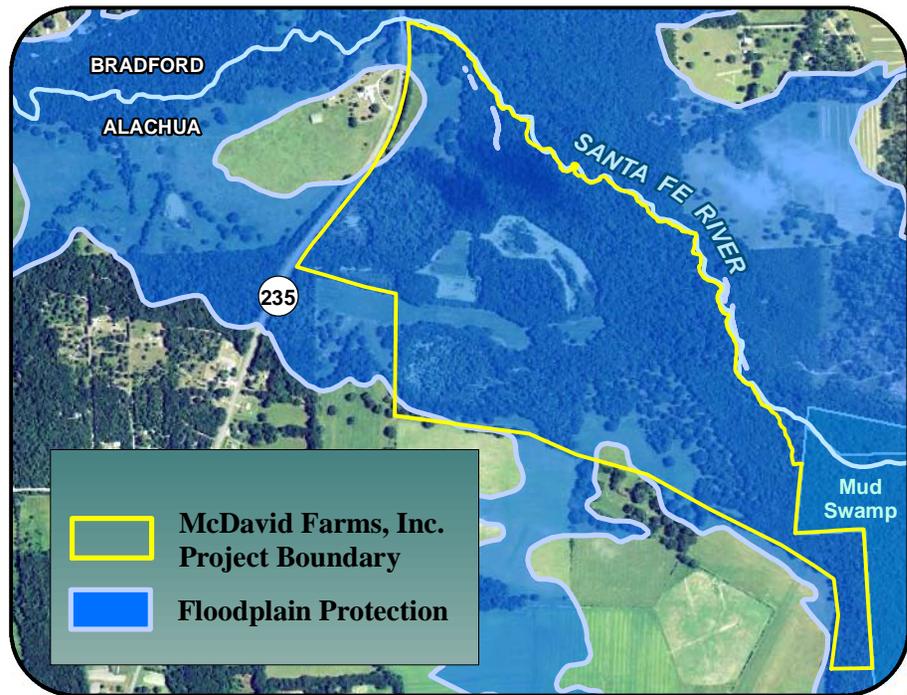
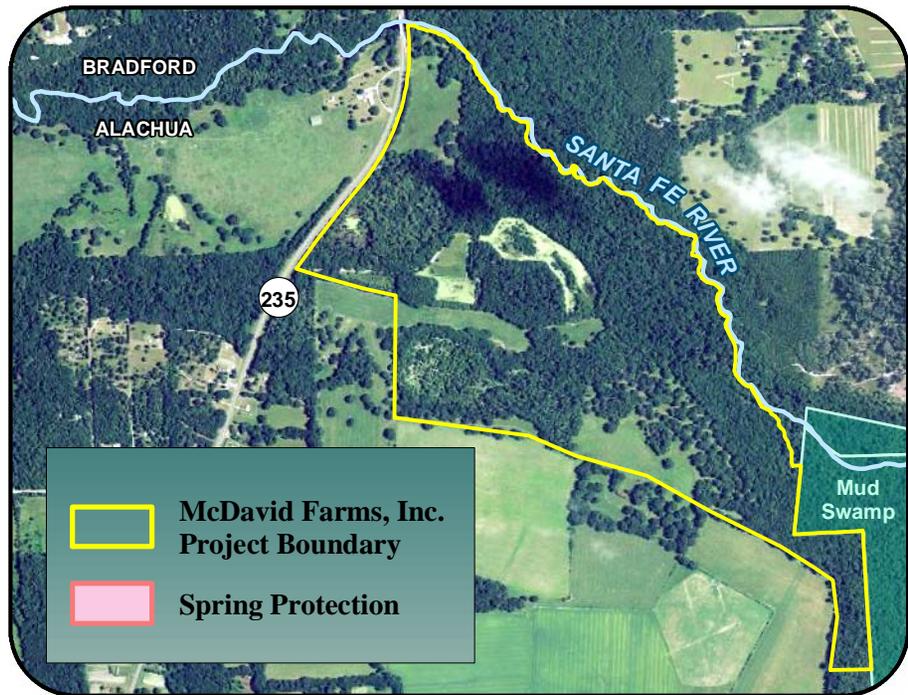
-  **Project Area**
-  **SRWMD Lands**



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PM: RR
GIS: GW
GB: 04/2011



MEMORANDUM

TO: Governing Board
FROM: Terry E. Demott, Senior Land Resource Coordinator
DATE: March 7, 2011
RE: Resolution 2011-06 Authorizing Conveyance of the 0.56-acre ± Vickers Court Stormwater Retention Pond Tract to the City of Jasper

RECOMMENDATION

Staff recommends approval and execution of Resolution 2011-06 declaring 0.56 acres ± in Hamilton County as surplus property, no longer needed for District purposes and allowing the conveyance of the property to the City of Jasper.

BACKGROUND

In October 2007 a 0.56-acre lot was purchased for reconstruction of a stormwater retention pond. The Vickers Court stormwater pond has been constructed on this acreage and is currently in the monitoring phase.

Meetings have been held with representatives from the City, and they have agreed to accept the property. With Governing Board approval, District Counsel will prepare deeds and close the conveyance of property to City of Jasper. All fees and closing costs will be paid by the City.

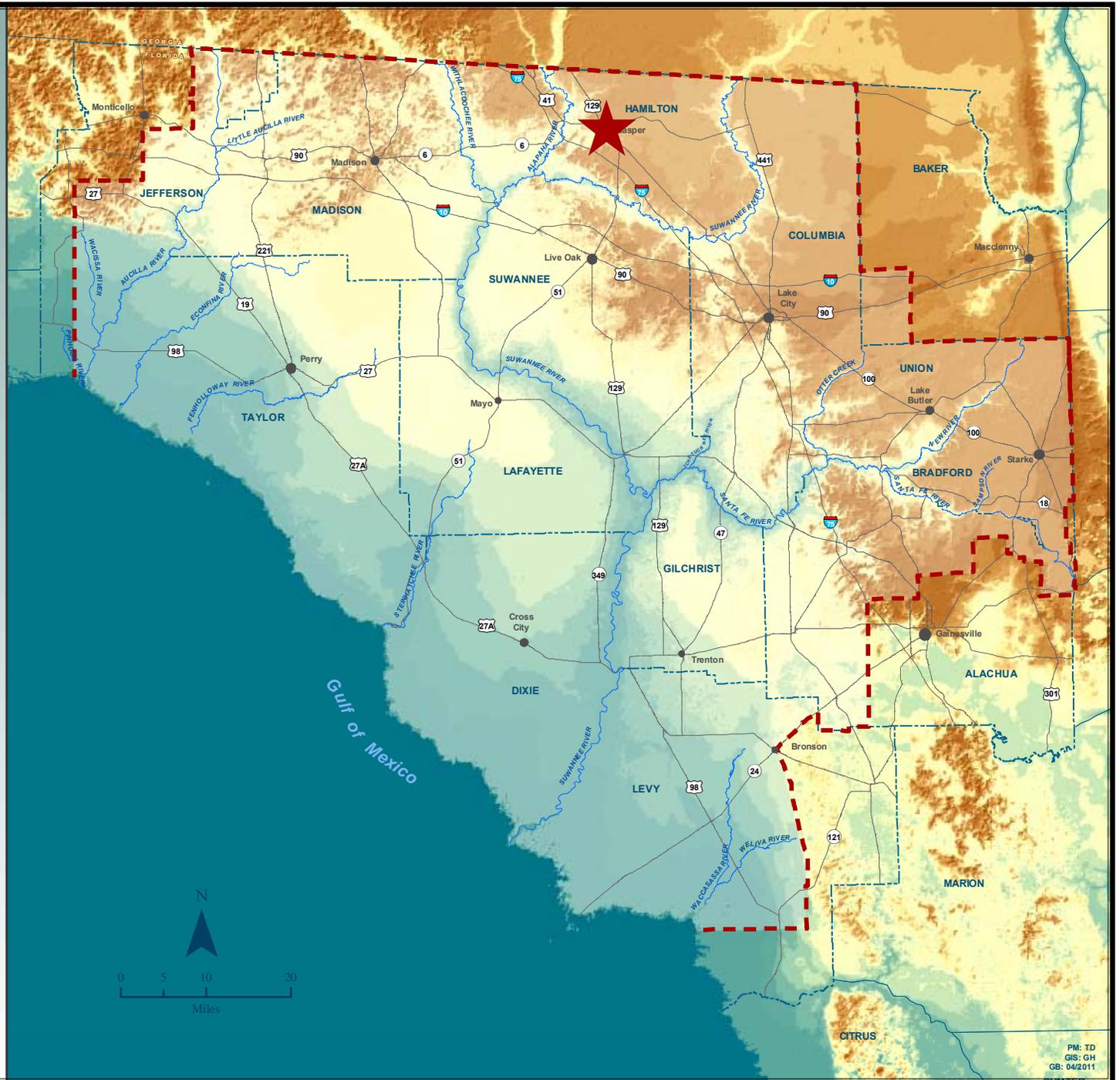
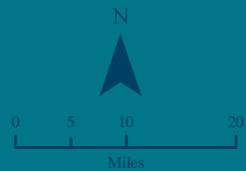
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008-00495

Vickers Court Jasper Storm Water Management Area Hamilton County Florida

 SRWMD Boundary
 Project Location



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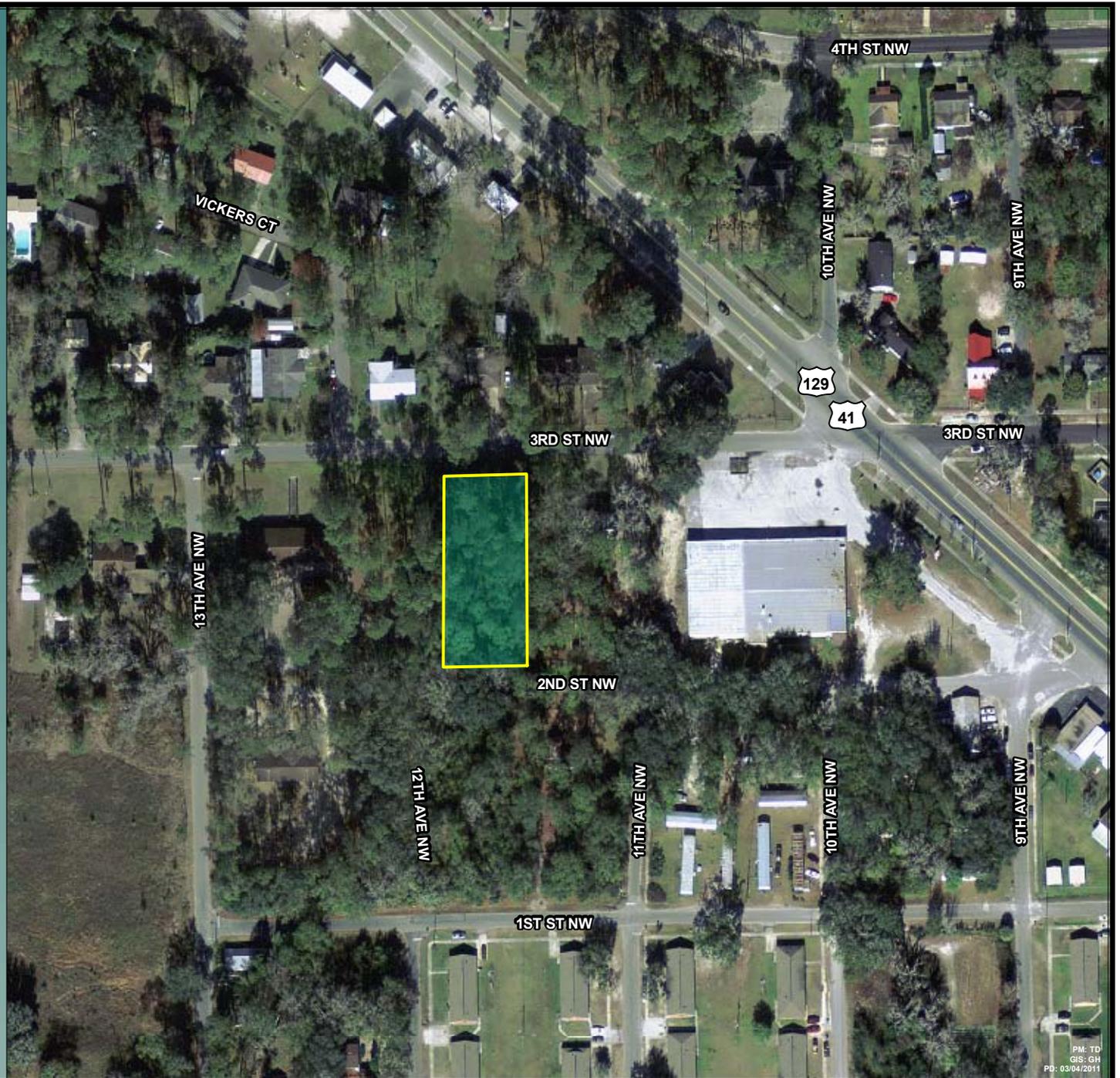
Vickers Court Jasper Storm Water Management Area

Hamilton County
Florida

 SRWMD Lands



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PM: TD
GIS: GH
PD: 03/04/2011

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2011-06

**RESOLUTION APPROVING THE CONVEYANCE OF LAND
OWNED BY THE DISTRICT TO CITY OF JASPER**

WHEREAS, the Suwannee River Water Management District owns the 0.56 acres ± Vickers Court property in Hamilton County; and

WHEREAS, City of Jasper has requested the conveyance of the Vickers Court property to the City for stormwater retention facilities; and

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

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

WHEREAS, said conveyances are in the public interest, for the public convenience and welfare, and for the public benefit; and

WHEREAS, if said lands are not used for intended purposes, ownership of the property shall revert to the Suwannee River Water Management District; and

WHEREAS, ERP permit 08-0179 has been issued to the City of Jasper, and the City has been designated as the operation and maintenance entity.

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

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

PASSED AND ADOPTED THIS 12th DAY OF APRIL, 2011 A.D.

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

MEMBERS OF THE BOARD:

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

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Sr. Land Resource Coordinator

DATE: March 17, 2011

RE: Approval and Execution of a Lease to the City of Jasper on the Jasper Well Field Property

RECOMMENDATION

Staff recommends approval and execution of a 25-year lease agreement with the City of Jasper on 30 acres ± for construction and management of the Jasper Water Treatment Facility.

BACKGROUND

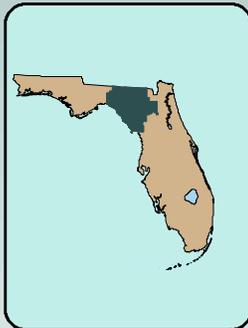
In April 2005 the District purchased the 30-acre Tanner Tract for the purpose of public supply water protection for the City of Jasper. The City owns 10 acres adjacent to the District's site, on which they have constructed public supply wells. In order to comply with a grant application for a new water treatment facility on District property, the city must show ownership or control of the property. Because the property was purchased with Florida Forever bond funds a lease would be appropriate.

A preliminary site plan for the property has been submitted, but the final plan must be approved by the District prior to any construction. In addition, the City will assume all management responsibilities and costs associated with the facility and the leased property. The lease document has been prepared by District Counsel and is ready for execution.

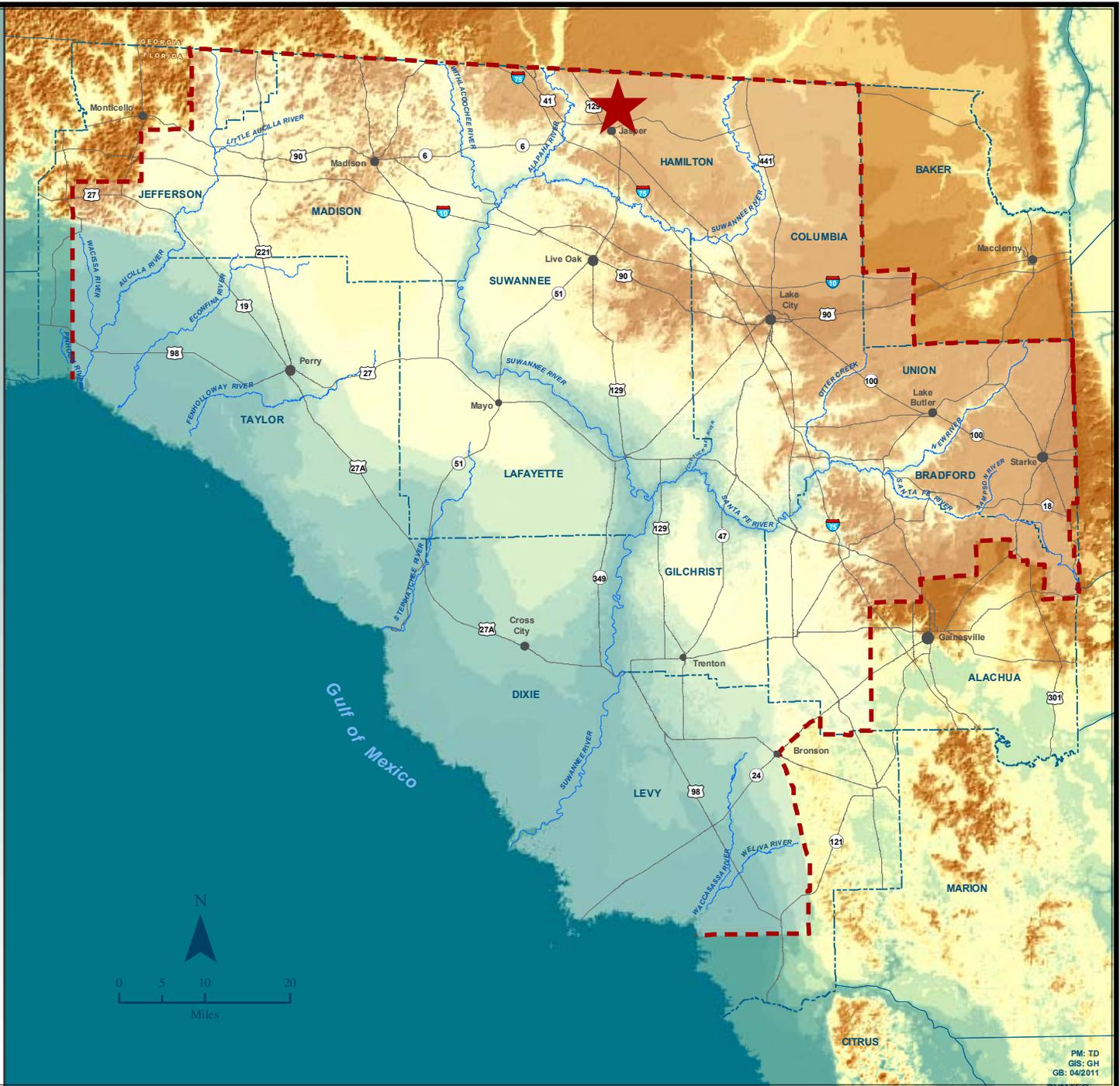
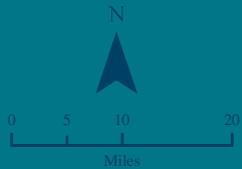
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008-00495
attachments

Jasper Wellhead Protection Area Hamilton County Florida

 SRWMD Boundary
 Project Location



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Jasper Wellhead Protection Area

Hamilton County
Florida

-  SRWMD Lands
-  Existing Wellhead



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PM: TD
GIS: GH
PD: 03/04/2011

Prepared by:

William J. Haley, Esq.
Brannon, Brown,
Haley & Bullock, P. A.
Post Office Box 1029
Lake City, FL 32056-1029

L E A S E

THIS LEASE, made and entered into, in duplicate, this _____ day of _____, 2011, by and between **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a special taxing district organized under Florida Statutes Chapter 373, having a mailing address of 9225 CR 49, Live Oak, FL 32060, (hereinafter called the "**Landlord**"), and **CITY OF JASPER**, a municipality organizing and existing under the laws of the State of Florida, having a mailing address of 108 W. Hatley Street, Jasper, Florida 32052, (hereinafter called the "**Tenant**");

W I T N E S S E T H:

That the Landlord, for and in consideration of the covenants hereinafter contained and made on the part of the Tenant, hereby demises and leases to Tenant, and Tenant leases from Landlord the property (Premises) in Hamilton County, Florida for the Jasper Water Treatment facility, described in Schedule "A" attached hereto.

TO HAVE AND TO HOLD the same for a primary term of twenty-five (25) years commencing with the date hereof and for the rent payable to the Landlord of ONE AND NO/100 dollars (\$1.00) and other good and valuable consideration and in consideration of said Premises and of the covenants and agreements hereinafter expressed, the parties hereto agree as follows:

1. **PERSONAL PROPERTY**. All personal property placed or moved onto the Premises described herein shall be at the risk of the Tenant or owners thereof, and Landlord shall not be liable for any damage to said personal property, except the Landlord shall be liable for any conduct, act or negligence on its part, or the part of its agents, which cause damage to the property of the Tenant.

2. **LAWS AND REGULATIONS**. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal and State Governments, and of any and all their Departments and Bureaus applicable to said Premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said Premises during said term.

3. **FORFEITURE**. The faithful observance of the terms and conditions of this Lease are the conditions upon which the Lease is made and accepted and any failure on the part of the Tenant to comply with the terms of said Lease, shall, at the option of the Landlord, work a forfeiture of this Lease, and all of the rights of the Tenant hereunder, and thereupon, the Landlord, its agents or attorneys, shall have the right to enter said Premises, and remove all persons therefrom, forcibly or otherwise, and the Tenant hereby expressly waives any and all notices required by law to terminate the tenancies hereby created, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this Lease, said Landlord, its agents or attorneys, may immediately reenter said Premises and dispossess Tenant without legal notice or the institution of any legal proceedings whatsoever. Anything herein to the contrary notwithstanding,

Landlord must give Tenant thirty (30) days written notice of Tenant's default or failure to comply with the terms of this Lease, before Landlord may exercise its option to terminate this Lease under the terms of this paragraph.

4. **LANDLORD'S ACCESS.**

a. After occupancy, the Tenant shall not unreasonably withhold consent from the Landlord to enter the Premises from time to time in order to inspect the Premises to make necessary or needed work.

b. Landlord may enter the Premises when necessary in addition to the purposes set forth in Paragraph 4.a. above so long as such access does not interfere with the normal operation after occupancy has been delivered to Tenant.

c. Landlord retains the right to use the existing roads for access to its lands. In the event Tenant desires to close any of the existing roads, it must first obtain Landlord's consent to relocate the road, which shall be solely at the discretion of Landlord to consent to the closing and the location and type of new road. All costs for any closing and the opening of new roads, in a condition not less than the road to be closed, shall be at Tenant's expense.

5. **COVENANTS OF TENANT.** Tenant does hereby, for itself, its successors and assigns, covenant with the Landlord, its successors and assigns, that it will pay unto the Landlord, its successors and assigns, the rent hereby reserved at the times herein provided, and will also keep all and singular the premises in such repair, order and condition as the same are in at the time of occupancy and will not make or suffer any strip or waste of the premises; and that no unlawful, improper, or offensive

trade or business shall be carried on in or upon the Premises and that the Landlord, its successors and assigns, and its agents, at reasonable times may enter to view the Premises, and to make any repair which it may find necessary to make, to protect its interest in the Lease; it being understood and agreed, however, that Landlord shall not be bound to make any repairs or improvements at its expense.

6. **USE OF PREMISES.**

a. Acceptable Uses. Tenant shall use the Premises for the purpose of constructing a water treatment plant, including all necessary utility corridors, waterlines, and other such facilities as may be reasonably needed to construct and maintain said facilities, together with ancillary facilities to include, but not limited to, parking, retention pond, and office. Tenant may also use the premises for passive recreation upon approval of a plan for such use by Landlord.

b. Prohibited Uses: All those uses not specifically permitted hereunder are prohibited.

c. Acceptable Maintenance Activities: In addition to maintenance of facilities allowed in Paragraph 6.a. above, acceptable maintenance activities shall include the right of Tenant to remove dead or dying vegetation, light bush hogging, mowing and cutting of underbrush as may be needed to maintain the Premises for the Acceptable Uses.

7. **ABANDONMENT.** In the event Tenant abandons this Lease, the same shall terminate and be null and void. For the purposes hereof, the Lease shall be deemed to have been abandoned should Tenant not use the Premises, or any portion

thereof, for a period of twelve (12) consecutive months. In such event, the Landlord may file an affidavit setting forth that the Premises have not been used by Tenant for twelve (12) consecutive months and furnish the affidavit to Tenant prior to recording the affidavit. Should the Tenant not contest the facts of the affidavit within forty-five (45) days, Landlord may record the affidavit with a certificate setting forth that it was furnished to Tenant and Tenant did not object, after which the Lease shall be deemed to be terminated. On the other hand, should Tenant object, Tenant will furnish a counter affidavit to Landlord setting forth when the Premises were occupied by Tenant. Should said counter affidavit negate the affidavit that there had been twelve (12) consecutive months that Tenant had not used the Lease, it will be presumed that the Lease had not been abandoned.

8. **TERMINATION**. Upon termination of this Lease, whether voluntarily or involuntarily, Tenant agrees to remove all improvements it has made to the Premises prior to the termination if voluntary and within thirty (30) days of the termination, if involuntarily. Should Tenant fail to do so, Landlord may do so and Tenant shall reimburse Landlord for the costs together with interest from the date of termination at the legal rate.

9. **TENANT'S RIGHTS**. Tenant shall have the right at any time it is not in default, to remove any and all fixtures and other personal property belonging to it whether or not such personal property is so attached to the realty as to be regarded in law as part of the realty. If, in removing any such personal property, any of the leased property is damaged, it shall be an obligation of the Tenant to promptly repair such damage.

10. **NOTICE**. If, at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving the same, deposited in registered or certified United States Mail, Return Receipt Requested, postage prepaid, or sent by facsimile copy (fax), addressed to the Landlord or Tenant at the addresses hereinafter set forth. Any notice so mailed or faxed shall be deemed to have been given as of the time the same is deposited in the United States Mail or faxed.

“LANDLORD”

Suwannee River Water
Management District
9225 CR 49
Live Oak, FL 32060
(386) 362-1001 voice
(386) 362-1056 fax

“TENANT”

City of Jasper
108 W. Hatley Street
Jasper, FL 32052

The parties may change the address for Notice by furnishing in writing the new address to the other.

11. **UTILITIES**. Tenant agrees that it will pay all charges for utilities, including but not limited to gas, electricity, water and sewer used on said premises.

12. **LIABILITY INSURANCE**. Tenant further covenants and agrees that it will at all times during the term of this demise, at its own expense, maintain and keep in force liability insurance in the amount of \$200,000.00/\$400,000.00 to indemnify Landlord and Tenant jointly as their respective interests may appear, against loss, liability, or damage which may result to Landlord and Tenant, or either, from any accident or casualty whereby any person or persons whomsoever may be injured or

killed in or about the demised premises. Tenant shall deliver to Landlord a certificate of such insurance.

13. **TAXES AND INSURANCE**. During the term hereof, Tenant shall pay all ad valorem taxes assessed against the premises. Tenant shall, at its expense, maintain whatever insurance it so desires on the personal property located upon or within said premises and owned or under the control or in the custody of Tenant.

14. **DAMAGE OR INJURY TO PERSON OR PROPERTY**. The parties hereto agree, that should there be any damage or injury to person or property caused by the acts or failure to act by either party, that the negligent party shall be responsible for which that party is found to be legally liable.

15. **DEFAULT**.

a. **Events of Default**. If any one or more of the following events occur, Landlord may treat such event as a default under the Lease:

i. Tenant materially fails to comply with any material provision of the Lease;

ii. Tenant holds over and continues in possession of the Premises or any part thereof after the expiration of this Lease without permission of Landlord.

b. **Landlord's Remedies**.

i. If an event of default occurs and Landlord complies with the applicable notice requirements listed and either:

(1) Landlord obtains a Writ of Possession or

(2) Tenant surrenders the Premises or,

(3) Tenant abandons the Premises, then Landlord, at its option, may either:

(a) Possess the Premises, not for its own account, in which case this Lease is terminated; or

(b) Pursue any other remedy as may be authorized either by law or in equity.

(4) All of Tenant's personal property remaining on the Premises after Landlord has been put back into possession shall be presumed to have been abandoned by Tenant, and title to all such property shall vest in Landlord who shall be free to dispose of the property without further notice to Tenant. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Landlord's disposal of Tenant's abandoned property.

16. **HAZARDOUS WASTE.**

a. Tenant covenants and agrees that no hazardous or toxic substance, within the definition of any applicable statute or regulation, shall be placed on the Premises during the term of this Lease, except in approved manner in accordance with all industrial standards and all laws, regulations, and requirements for such storage, promulgated by any federal, state or local government, agency or authority. Tenant hereby agrees to indemnify, defend, save and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees, whether suit be brought or not and including appeals, if any),

liability and damages whatsoever incurred by Landlord arising out of or by reason of any violation of any applicable, federal, state or local statute or regulation for the protection of the environment which occurs upon the Premises during the term of this Lease or by reason of the imposition of any governmental lien, for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that Landlord is strictly liable under such statute or regulation. Tenant's obligation to Landlord under this indemnity shall likewise be without regard to fault on the part of Tenant with respect to the violation of law which results in liability to Landlord, or caused by conditions which existed prior to the term of this Lease. The provisions of this paragraph shall continue in effect after the termination of this Lease.

b. During the term of this Lease, whether or not the same is in default, Landlord shall be entitled to examine the Premises for investigation or assessments for the purposes of determining whether there exists on the Premises any environmental condition which could result in any liability, cost or expense to Landlord relating to hazardous substance. The costs of the inspections shall be paid by Tenant should the tests disclose hazardous substance on the Premises. Such assessment may include both, above or below the ground, testing for environmental damage whether presence of hazardous substances on the Premises and such other tests on the Premises as may be necessary to conduct the assessment in the opinion of Landlord. All cost of such assessments shall be paid by the Tenant within five (5) days after demand by Landlord.

17. **OPTION TO CONVEY.** During the term of this Lease, Landlord reserves the right, at its sole discretion and option, to convey the Premises to the City of Jasper at any time without cost to Tenant.

18. **LEASE EXTENSION.** If Tenant is not in default hereunder at the end of the Primary Term, the term of this Lease shall automatically be extended for one (1) additional term of twenty-five (25) years upon the same terms and conditions, unless Tenant gives Landlord written notice not less than six (6) weeks prior to the end of the Primary Term that Tenant will not extend the Lease. In all events, the term of this Lease shall not extend beyond a maximum of fifty (50) years.

19. **MISCELLANEOUS.**

a. In the event either party employs the services of an attorney to enforce its rights under this Lease, the prevailing or non-defaulting party shall be entitled to recover reasonable attorneys' fees, together with costs.

b. It is understood and agreed between the parties hereto that time is of the essence of this instrument and applies to all terms and conditions contained herein.

c. All covenants and agreement of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and Tenant subject to the restrictions specifically set forth herein. Whenever used as singular, numbers shall include the plural or singular and the use of any gender shall include all genders.

d. The agreements contained in this Lease set forth the entire understanding of the parties and may not be changed or terminated orally.

e. Failure of Landlord or Tenant to take any action against the other for violation of any of the terms of this Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing and signed by Landlord.

f. All questions concerning the meaning, execution, construction, effect, validity and enforcement of this Lease shall be in accordance with the laws of the State of Florida.

g. Venue for any suits or other proceedings with respect to this Lease shall be Suwannee County, Florida.

h. A facsimile ("FAX Copy") of this Lease and the signatures thereon shall be considered as originals.

i. The rights of Landlord shall be cumulative and failure on the part of Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

j. Landlord covenant that Tenant shall peaceably and quietly have, hold and enjoy the Premises for the uses set forth in this Lease, and further covenant that they have the full right, title and power and authority to make, execute and deliver this Lease.

k. In the event that all or any portion of the demised property shall be condemned for any public use or purpose by any legally constituted

authority so that the leased property becomes unsuitable for the purposes herein leased, any portion of the condemnation proceeds shall be paid to Landlord.

I. Tenant may not assign its rights under this Lease without the prior written consent of the Landlord.

IN WITNESS WHEREOF, the parties have caused this agreement to be
duly executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

“LANDLORD”

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Witness

Print Name

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

Witness

Print Name

Attest: _____
Ray Curtis
Secretary/Treasurer

Approved as to form and legality:

Approved as to conformance with
District Budgetary and Administrative
Procedures:

By: _____
William J. Haley
Legal Counsel

By: _____
Joe Flanagan, Director
Land Acquisition and Management

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Don Quincey, Jr., as Chairman of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who is personally known to me, or who produced _____, as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Ray Curtis, as Secretary/Treasurer of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who is personally known to me, or who produced _____, as identification.

Notary Public

“TENANT”

CITY OF JASPER

By: _____
Mayor

Print Name: _____
City Clerk

**STATE OF FLORIDA
COUNTY OF HAMILTON**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as Mayor of the City of Jasper, on behalf of said City, who is personally known to me, or who produced _____, as identification.

Notary Public

**STATE OF FLORIDA
COUNTY OF HAMILTON**

The foregoing instrument was acknowledged before me this day of _____, 2011, by _____, as City Clerk of the City of Jasper, on behalf of said City, who is personally known to me, or who produced _____, as identification.

Notary Public

EXHIBIT "A"

TOWNSHIP 2 NORTH, RANGE 14 EAST

SECTION 29: Part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, being more particularly described as follows:

For Point of Beginning, Commence at the Southwest corner of SE $\frac{1}{4}$ of said Section 29, thence N 02°00'33" W along the West line of said SE $\frac{1}{4}$, a distance of 994.32 feet to the South line of the North 330.00 feet of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence N 88°33'52" E along said South line, a distance of 1276.10 feet to the Westerly right of way line of County Road No. 51; thence S 15°45'23" E along said Westerly right of way line, a distance of 197.29 feet to the East line of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 29; thence S 02°08'14" E along said East line, a distance of 802.68 feet to the South line of said Section 29, thence S 88°32'36" W along said South line, a distance of 1324.78 feet to the Point of Beginning.

MEMORANDUM

TO: Governing Board
FROM: Terry E. Demott, Senior Land Resource Coordinator
DATE: March 7, 2011
RE: Consideration of Right of First Refusal to Purchase the Fee Interest in the Suwannee River Development, LLC Conservation Easement Property

RECOMMENDATION

Staff recommends the Governing Board decline the Right of First Refusal for purchase of 682 acres ± currently under a conservation easement with Suwannee River Development, LLC.

BACKGROUND

On September 16, 2010, the District obtained a conservation easement on 682 acres ± owned by Suwannee River Development, LLC (SRD). Within the easement document the District retained the right to buy any of the easement property for which SRD had a contract to sell. SRD now has a contract to sell the property encumbered by the conservation easement for \$1,500,000 or approximately \$2,200 per acre.

The conservation easement property is across the Suwannee River from the District's Peacock Slough Tract and includes nearly one half-mile of river frontage.

If the Governing Board declines to exercise its Right of First Refusal the conservation easement will continue to be in effect. The terms of the agreement state that the easement is perpetual, runs with the land, and cannot be extinguished except by the District.

Based on both the contract price of the underlying fee interest in the land and the fact that the conservation purposes of the District will continue to be achieved by virtue of the conservation easement, staff recommends the Governing Board decline the right of first refusal.

gal

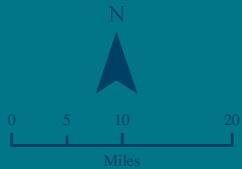
Suwannee River Development Conservation Easement – 020-00041

Suwannee River Development LLC Ace Ranch CE Lafayette County Florida

 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
 GB: GH
 GB: 04/2011

Suwannee River Development LLC

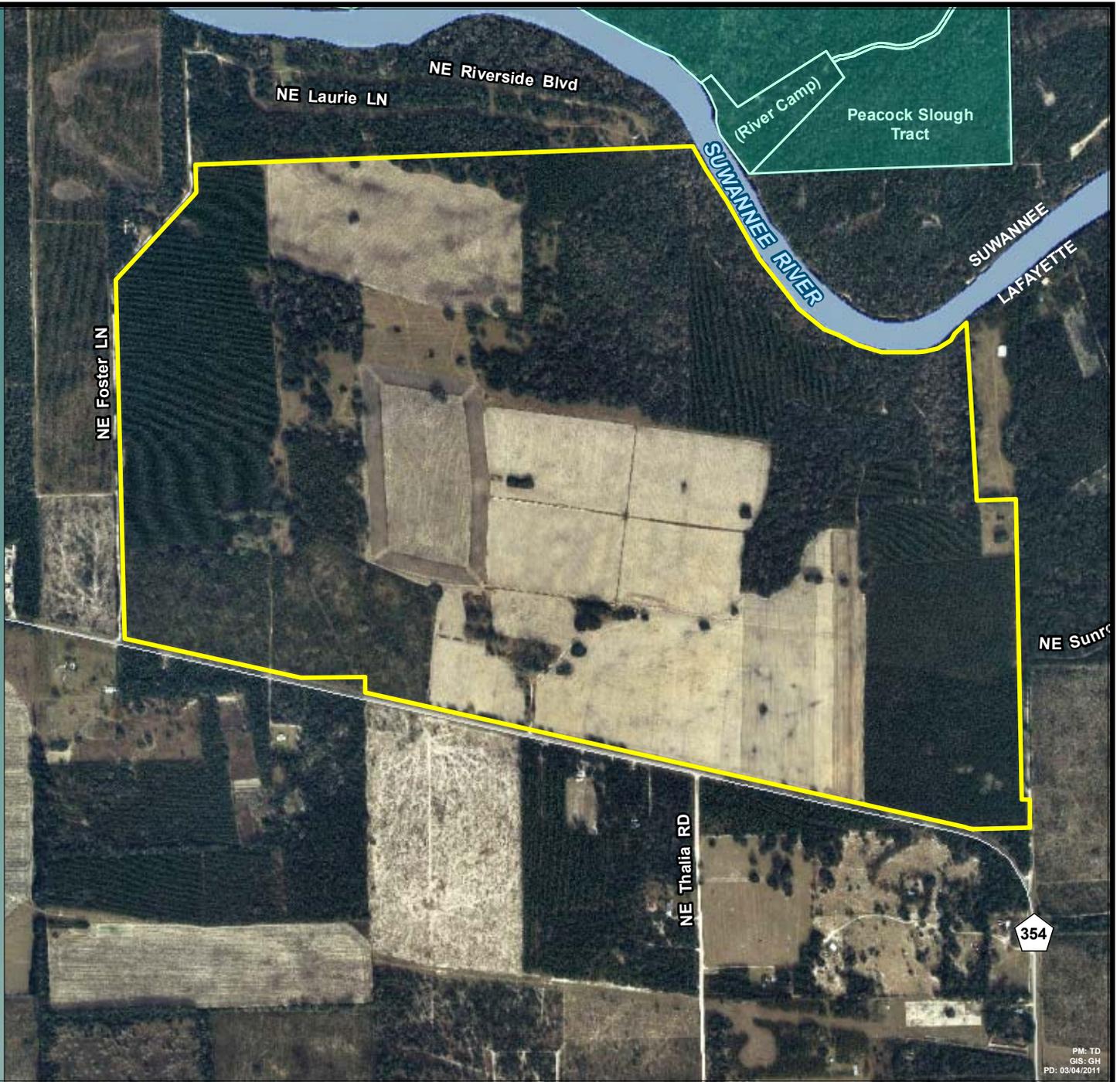
Ace Ranch Conservation Easement

Lafayette County
Florida

-  Ace Ranch CE
-  SRWMD Lands



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PM: TD
GIS: GH
PD: 03/04/2011

MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Senior Land Resource Coordinator

DATE: March 17, 2011

RE: Consideration of an Easement for Utilities to Suwannee Valley Electric Cooperative, Inc.

RECOMMENDATION

Staff recommends approval and execution of a right-of-way easement to Suwannee Valley Electric Cooperative, Inc. for a power line on District lands in Suwannee County.

BACKGROUND

Florida Gas Transmission Company (FGTC) is constructing a gas transfer station adjacent to the District's Anderson Springs property near the Ellaville power plant in Suwannee County. FGTC has asked the District to allow Suwannee Valley Electric Cooperative to install electric power lines over District property to serve the transfer station.

A 30-foot ingress/egress road exists on the property on which most of this easement will lie. The utilities right-of-way easement will be 20 feet wide and, except for a very small corner, will fall within the existing, cleared road. Compensation in the amount of \$1,000 was agreed on as reasonable due to the limited impact this easement would have on the property value.

gal
enclosure
008-00496

**Utility Easement
Suwannee Valley
Electric Co-Op
Anderson Spring Tract
Suwannee County, FL**

-  Utility Easement
-  SRWMD Lands
-  Florida Power Corp. Plant



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RM: TD
GIS: GH
GB: 04/2011

MEMORANDUM

TO: Governing Board
FROM: Terry E. Demott, Senior Land Resource Coordinator
DATE: March 7, 2011
RE: Resolution 2011-07 for Payment in Lieu of Taxes for Properties
Acquired through 2010

RECOMMENDATION

Staff recommends approval of Resolution 2011-07 for Payment in Lieu of Taxes in the amount of \$346,345.32 to qualifying counties for lands acquired through 2010.

BACKGROUND

In order to offset the effect on the tax rolls of the small counties from public acquisition of land, the Legislature enacted the Payment in Lieu of Taxes program (PILT) in 1992. Up to 25% of the water management lands trust funds are available for the PILT program. Each year the District works with the county commissions and staff to prepare their applications for properties purchased the previous calendar year. To determine the amount of taxes to reimburse a county for a particular parcel, the tax records for the three years prior to the year of acquisition are obtained and the average amount for the three years is used as the reimbursement amount. The reimbursement amount is only calculated one time, and that amount is paid for as long as the District owns the property. PILT applies to all fee simple properties owned by the District. Taxes continue to be the responsibility of the landowners for lands on which the District holds conservation easements.

Once the tax information is obtained from the counties new applications are sent to the Department of Revenue for certification and then to DEP for funding approval. This year ten counties applied for a total of \$346,345.32. The reimbursement amounts for each county are shown in Attachment A. An agreement with Gilchrist County states that the District will distribute PILT for Otter Springs at one half the amounts due. The District will use the other half for partial reimbursement of payment for road repaving.

gal
PILT 2010

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2011-07

**REQUEST TO THE DEPARTMENT OF ENVIRONMENTAL
PROTECTION FOR DISBURSEMENT OF FUNDS FOR
PAYMENTS IN LIEU OF TAXES**

WHEREAS, the 1992 Legislature enacted amendments to Section 373.59 (Florida Statutes) allowing the Suwannee River Water Management District to make payments in lieu of taxes to qualifying counties for actual ad valorem tax losses incurred as a result of lands being purchased by the District under the Save Our Rivers, Preservation 2000 and/or Florida Forever land acquisition programs; and

WHEREAS, the Governing Board of the Suwannee River Water Management District has reserved sufficient funds within its annual operating budget for payments in lieu of taxes; and

WHEREAS, the counties of Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Suwannee, and Taylor have submitted applications requesting payments in lieu of taxes for lands acquired by the Suwannee River Water Management District under the Save Our Rivers, Preservation 2000 and/or Florida Forever programs; and

WHEREAS, the Suwannee River Water Management District has verified that the actual taxes lost to the County Commission, as indicated in the applications, are appropriate; and

WHEREAS, the Suwannee River Water Management District has determined that these 11 counties are qualified to receive payments in lieu of taxes; and

WHEREAS, the County Tax Collector for each qualifying county has certified that the payment amount each has applied for is the average amount of actual taxes paid on the property for the three years immediately preceding acquisition by the District; and

WHEREAS, the Suwannee River Water Management District has provided payments, grants, or in-kind services to Gilchrist County that would warrant a reduction in the amount of the payment in lieu of taxes to that county; and

WHEREAS, the Florida Department of Revenue has certified as correct the current county ad valorem millage rate and, as reasonably appropriate, the actual taxes paid to the taxing authority during the three years immediately preceding acquisition by the District.

NOW, THEREFORE, BE IT RESOLVED, the Suwannee River Water Management District does hereby request that the amount shown on the 2010 Schedule of Payments In Lieu of Taxes, Attachment A hereto, be disbursed from the Water Management Lands Trust Fund Management Allocation to the District for purposes of making payments in lieu of taxes to the County Commissions of Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Suwannee, and Taylor Counties, as per the applications submitted by those counties.

PASSED AND ADOPTED THIS 12th DAY OF APRIL, 2011 A.D.

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

MEMBERS OF THE BOARD:

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

ATTEST:

ATTACHMENT A
2010 PAYMENT IN LIEU OF TAXES

BRADFORD	\$ 15,093.45
COLUMBIA	\$ 42,992.68
DIXIE	\$ 24,196.21
GILCHRIST	\$ 44,619.14
HAMILTON	\$ 37,943.47
JEFFERSON	\$ 9,223.41
LAFAYETTE	\$ 77,306.21
LEVY	\$ 25,108.88
MADISON	\$ 20,464.85
SUWANNEE	\$ 30,429.59
TAYLOR	\$ 18,967.43
TOTAL	<u>\$ 346,345.32</u>

Gilchrist County payment reflects a reduction of \$17,944.05;
one half of the amount due for Otter Springs acquisition.

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
DATE: March 15, 2011
RE: License to Cut Timber with North Florida Timber Dealers for the Jones Mill Creek Tract #1 Timber Sale

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with North Florida Timber Dealers for the Jones Mill Creek Tract #1 Timber Sale. North Florida bid \$11.58/ton for topwood, \$12.58 for pine pulpwood, \$16.05/ton for pine chip-n-saw and \$26.71/ton of sawtimber.

BACKGROUND

Bids for the Jones Mill Creek Tract #1 Timber Sale were due on March 9, 2011. This is a thinning operation on approximately 410 acres of slash pine plantation located in Jefferson County. It is a pay-as-cut sale. Five responses were received, as listed below. Estimated revenues are shown.

<u>Company Name</u>	<u>Bid Total \$</u>
North Florida Timber	\$380,425.29
Greenville Timber	\$347,373.00
Williams Timber	\$327,148.01
Nature Coast	\$284,278.75
HB Tuten	\$253,249.00

Total revenue from this sale should be between \$335,000 and \$425,800 rounded. Using the volume estimates by timber product, the anticipated revenue is \$380,425.

Principal for North Florida Timber Dealers is Herbert C. Thomas.

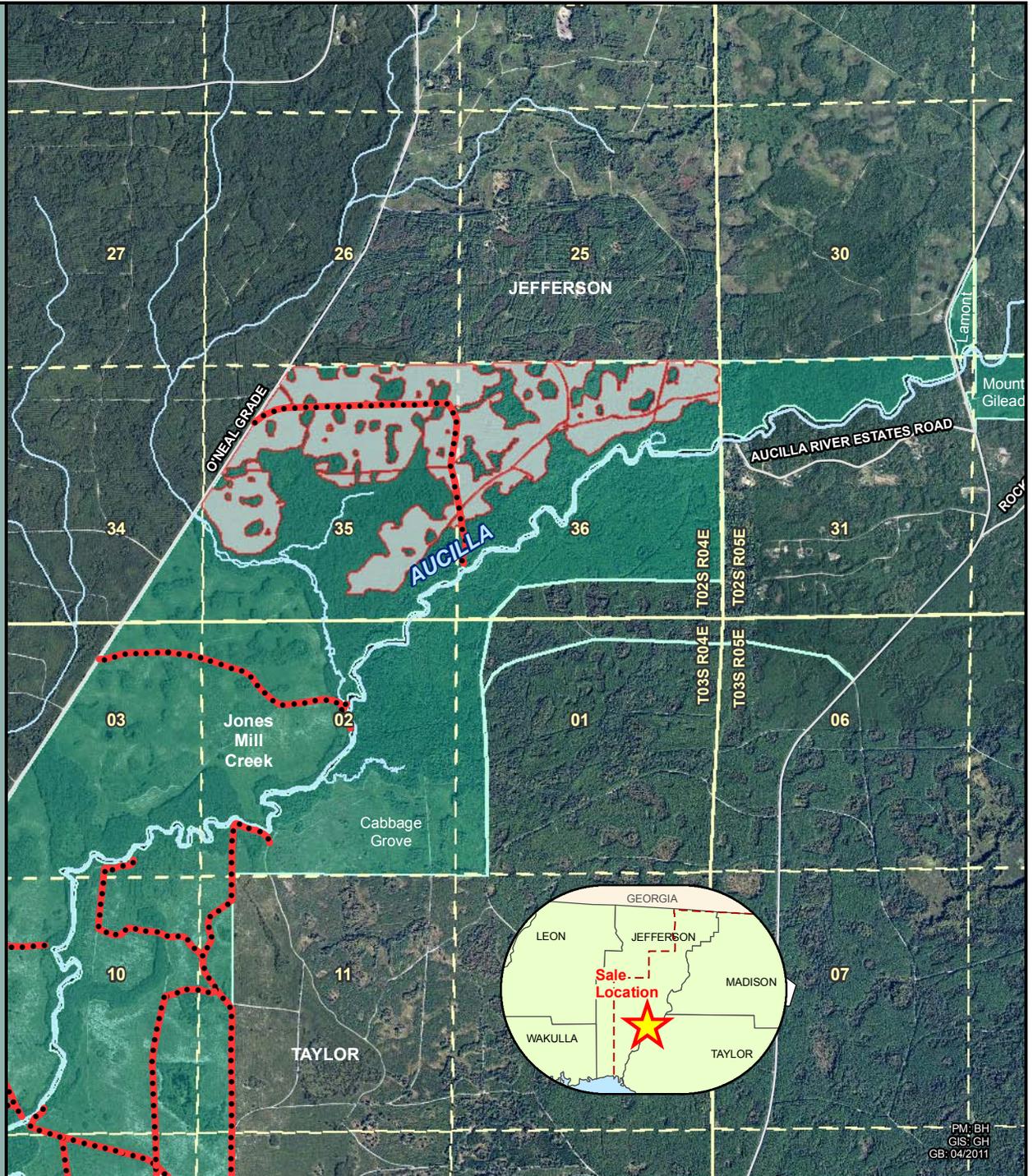
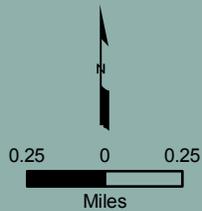
gal

Jones Mill Creek Timber Sale #1 410 Acres Jefferson County, FL

-  Timber Sale Area
-  SRWMD Lands
-  SRWMD Public Roads
-  Rivers & Streams



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PM: BH
GIS: GH
GB: 04/2011

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
DATE: March 15, 2011
RE: License to Cut Timber with Suwannee Lumber Company for the Levings Tract #3 Timber Sale

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with Suwannee Lumber Company for the Levings Tract #3 Timber Sale. Suwannee Lumber Company bid \$11/ton for topwood and \$12/ton for pine pulpwood; \$18/ton for chip-n-saw, \$36.50/ton for pine sawtimber, \$52/ton for pine poles and \$4.50/ton for hardwood pulpwood on this per unit sale.

BACKGROUND

Staff requested bids for the Levings Tract #3 Timber Sale due on March 9, 2011. This is a seed tree harvest on approximately 37 acres of natural pine and slash pine plantation located in Columbia County. Approximately 10 trees per acre will be left onsite for natural regeneration purposes. Four responses were received, as listed below. The calculated revenues from the bid are shown.

<u>Company Name</u>	<u>Bid Total \$</u>
Suwannee Lumber	\$69,690.00
North Florida	\$67,440.40
Greenville	\$58,070.00
Big Bend	\$57,378.00

Total revenue from this sale should be between \$53,200 and \$86,200. Using the volume estimates by timber product, the anticipated revenue is \$69,690.

Principals for Suwannee Lumber Company Inc. are Daniel T. Dickert, Frank B. Faircloth, Michael T. Foley and John J. Faircloth.

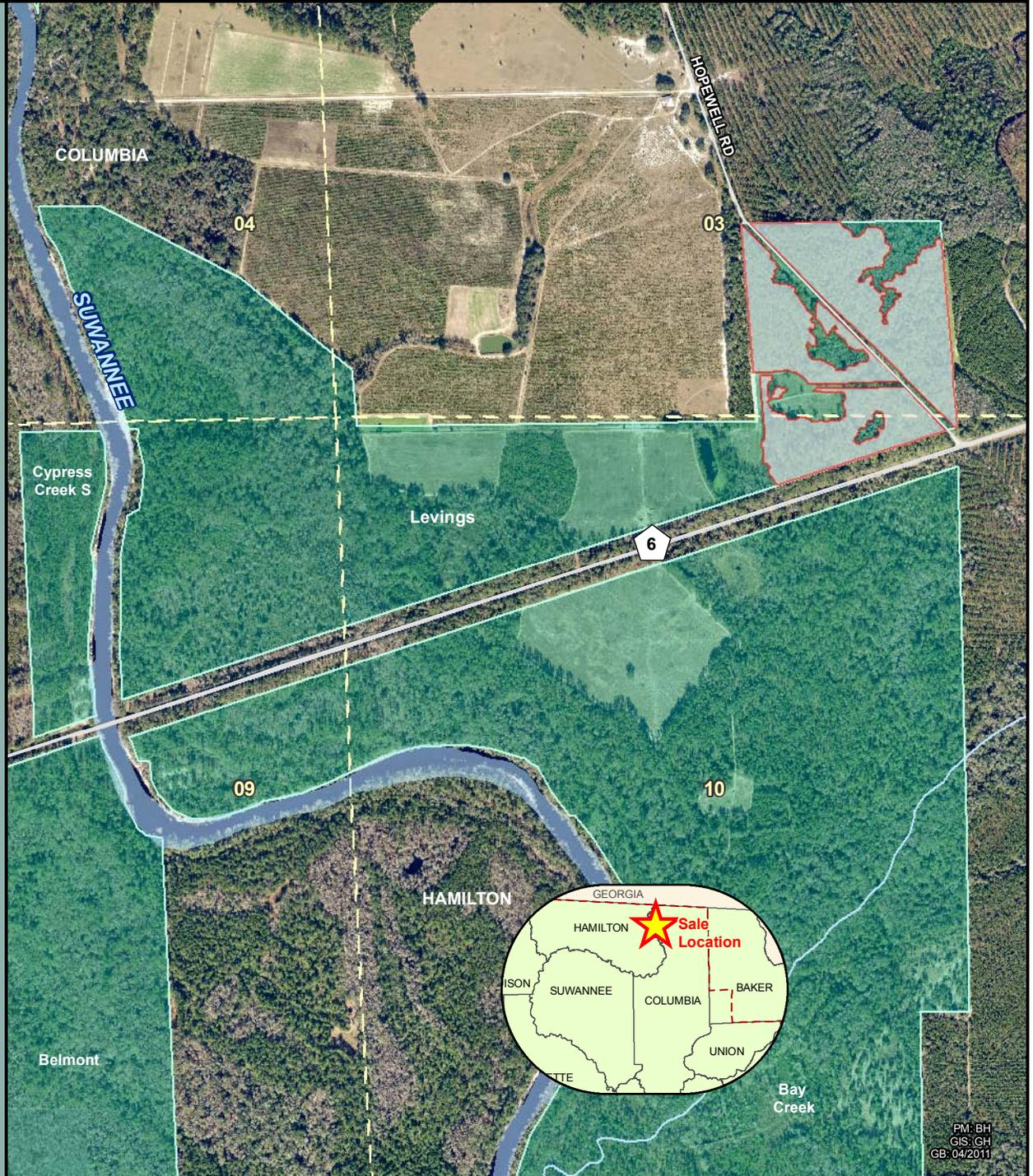
gal

Levings Timber Sale #3 37 Acres Columbia County, FL

-  Timber Sale Area
-  SRWMD Lands
-  Rivers & Streams



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PM: BH
GIS: GH
GB: 04/2011

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
DATE: March 15, 2011
RE: License to Cut Timber with North Florida Timber Dealers for the Little River #3 Timber Sale

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with North Florida Timber Dealers for the Little River #3 Timber Sale. North Florida bid \$13.96/ton for pine pulpwood and topwood and \$16.05/ton for pine chip-n-saw.

BACKGROUND

Staff advertised a request for bids for the Little River #3 Timber Sale. This is a thinning operation on approximately 105 acres of planted slash pine plantation located in Suwannee County. It is a pay-as-cut sale. Nine responses were received by the March 9, 2011 due date, as listed below. Estimated revenues are shown.

Company Name	Bid Total \$
North Florida	\$35,736.00
Harley Forest	\$34,318.00
T W Byrd	\$30,750.00
Williams Timber	\$27,635.00
Big Bend	\$26,915.00
Nature Coast	\$25,950.00
H B Tuten	\$25,950.00
Greenville	\$23,268.00
Great South	\$21,625.00

Total revenue from this sale should be between \$30,600 and \$40,900. Using the volume estimates by timber product, the anticipated revenue is \$35,736.

Principal for North Florida Timber Dealers Inc. is Herbert Thomas.

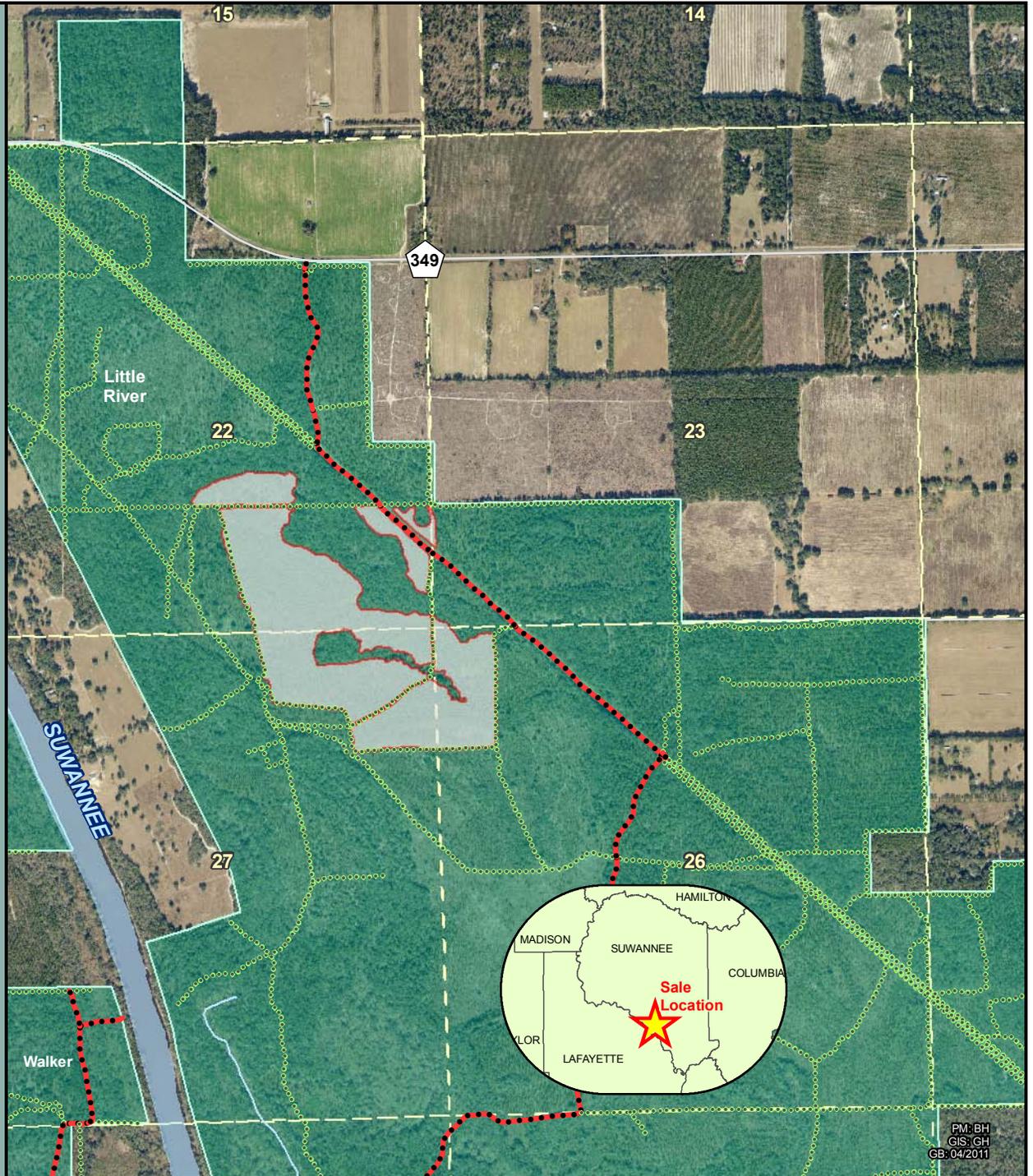
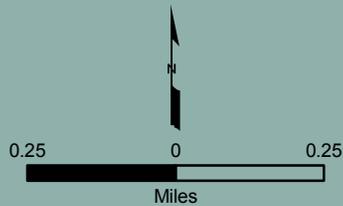
gal

Little River Timber Sale #3 105 Acres Suwannee County, FL

-  Timber Sale Area
-  SRWMD Lands
-  SRWMD Public Roads
-  SRWMD Admin Roads
-  Rivers & Streams



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PM: BH
GIS: GH
GB: 04/2011

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
DATE: March 15, 2011
RE: License to Cut Timber with Harley Forest Products L.L.C. LLC for the Steinhatchee Springs Tract #8 Timber Sale

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with Harley Forest Products L.L.C. for the Steinhatchee Springs #8 Timber Sale. Harley Forest Products L.L.C. bid \$12.54/ton for pine pulpwood and topwood and \$16.81/ton for pine chip-n-saw.

BACKGROUND

Staff advertised a request for bids for the Steinhatchee Springs Tract #8 Timber Sale due on March 9, 2011. Located in Lafayette County, this is a pay-as-cut thinning harvest on approximately 72 acres of slash pine plantation. Six responses were received, as listed below. Estimated revenues are shown.

<u>Company Name</u>	<u>Bid Total \$</u>
Harley Forest Products L.L.C.	\$56,173.01
North Florida Timber	\$54,313.44
TW Byrd	\$46,035.00
HB Tuten	\$40,261.70
Nature Coast	\$39,769.13
Greenville Timber	\$28,512.84

Total revenue from this sale should be between \$48,700 and \$63,700. Using the volume estimates by timber product, the anticipated revenue is \$56,173.

Principal for Harley Forest Products L.L.C. is Allen J. Harley.

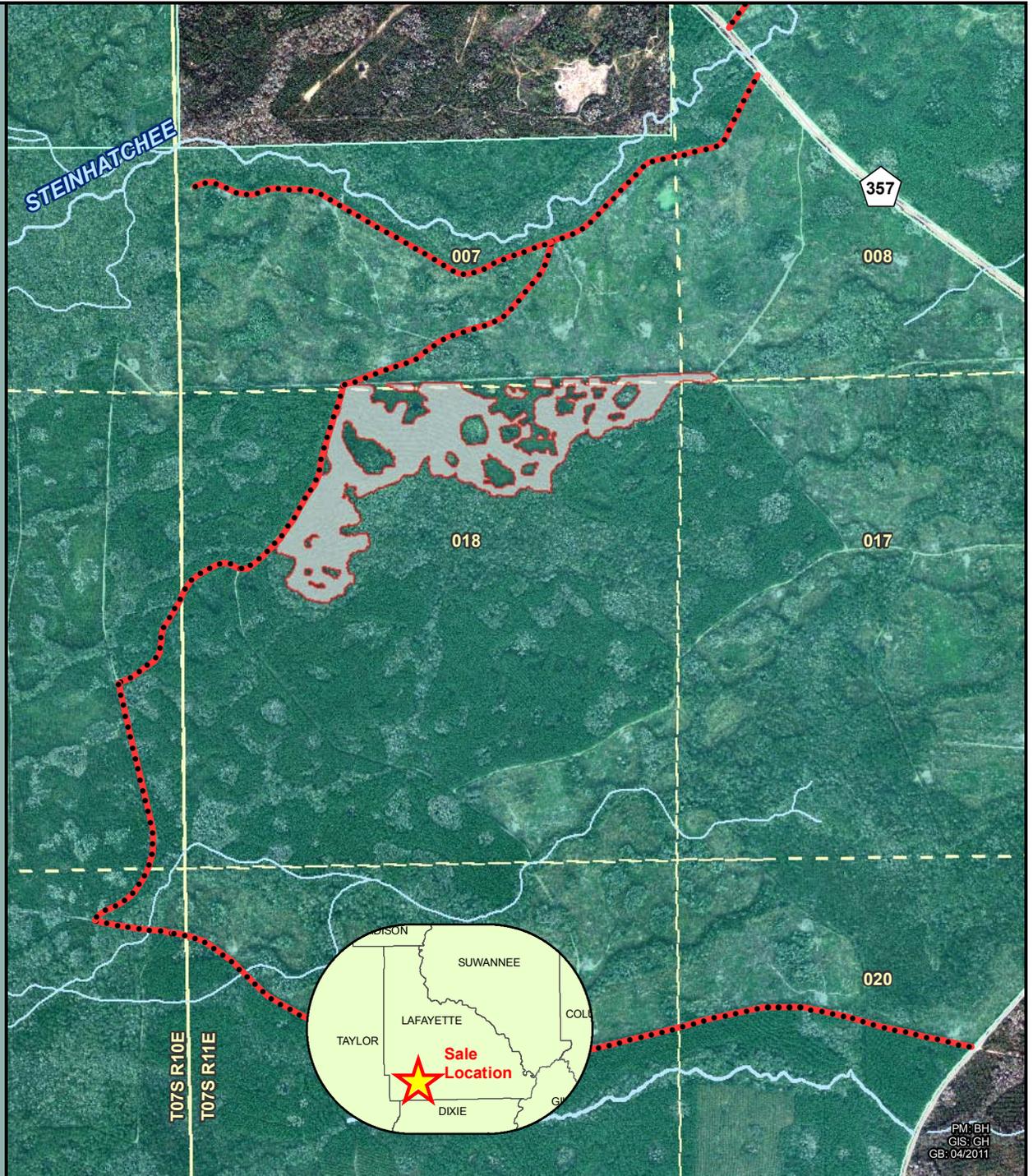
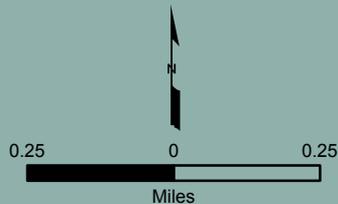
gal

Steinhatchee Springs Timber Sale #8 72 Acres Lafayette County, FL

-  Timber Sale Area
-  SRWMD Lands
-  SRWMD Public Roads
-  Rivers & Streams



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PM: BH
GIS: GH
GB: 04/2011

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
DATE: March 15, 2011
RE: License to Cut Timber with Suwannee Lumber Company for the Ellaville Tract #13 Timber Sale.

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with Suwannee Lumber Company for the Ellaville Tract #13 Timber Sale. Suwannee Lumber Company bid \$144,312 on this lump sum bid.

BACKGROUND

Staff advertised a request for bids for the Ellaville Tract #13 Timber Sale due on March 9, 2011. Located in Madison County, this is a clearcut harvest on approximately 110 acres of slash pine plantation. Five responses were received, as listed below. Lump sum bids are shown.

<u>Company</u>	<u>Total Bid \$</u>
Suwannee Lumber Co.	\$144,312.00
Great South Timber and Lumber	\$137,053.53
Greenville Timber	\$127,887.00
Langdale Forest Products	\$112,677.00
Nature Coast Timber	\$100,252.00

Principals for Suwannee Lumber Company Inc. are Daniel T. Dickert, Frank B. Faircloth, Michael T. Foley and John J. Faircloth.

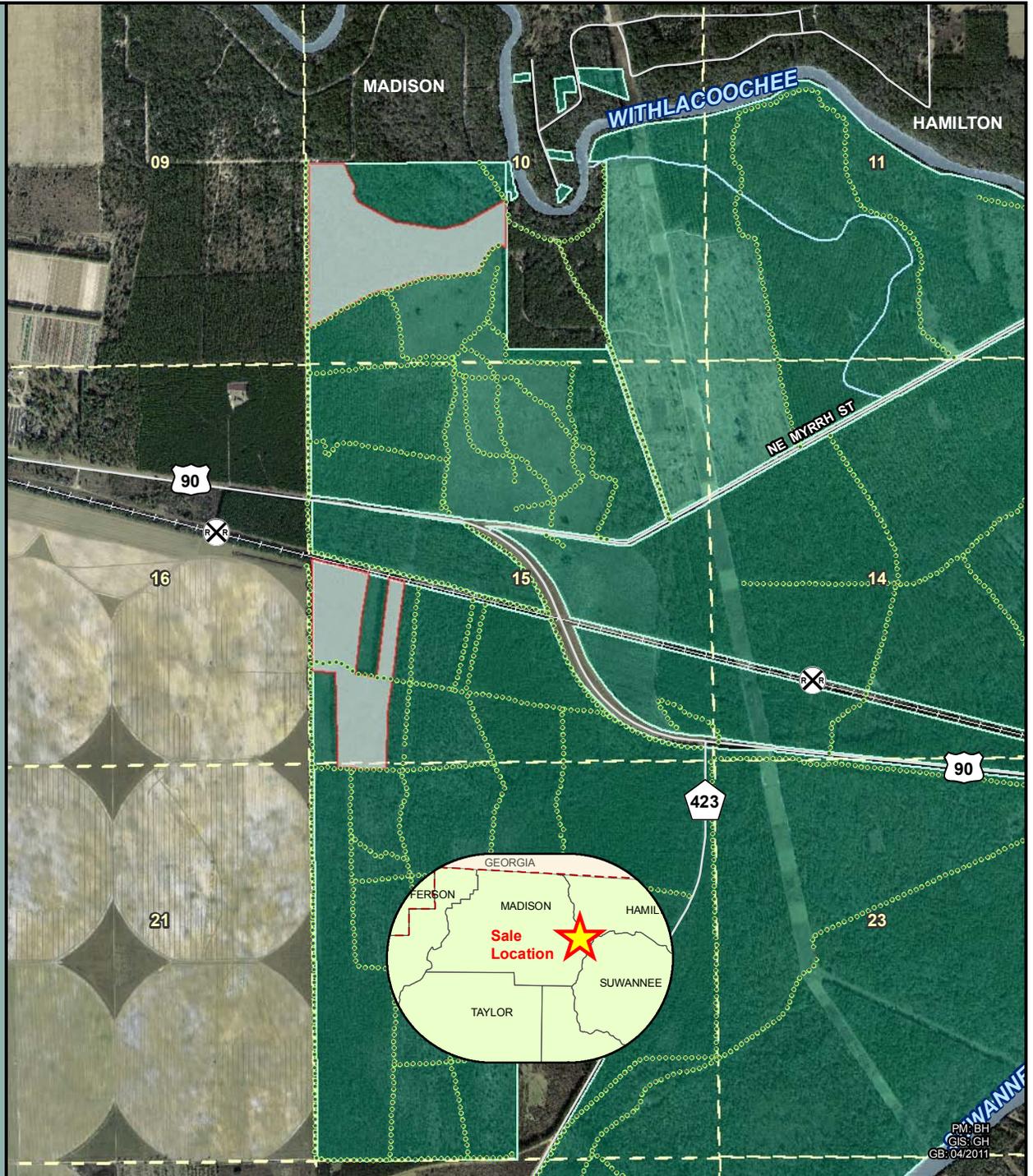
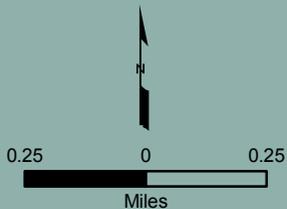
gal

**Twin Rivers State Forest
Ellaville
Timber Sale #13
110 Acres
Madison County, FL**

-  Timber Sale Area
-  SRWMD Lands
-  SRWMD Admin Roads
-  Rivers & Streams



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RM:DH
GIS:GH
GB:04/2011

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
DATE: March 15, 2011
RE: License to Cut Timber with Harley Forest Products L.L.C. for the Sullivan Tract #1 Timber Sale on Twin Rivers State Forest

RECOMMENDATION

Staff requests authorization for the Executive Director to execute a license to cut timber with Harley Forest Products L.L.C. for the Sullivan Tract #1 Timber Sale. Harley Forest Products L.L.C. bid \$15.37/ton for pine pulpwood and topwood; \$15.37/ton for pine chip-n-saw, \$31.20/ton for pine sawlogs, and \$3.50/ton for hardwood pulpwood.

BACKGROUND

Staff advertised a request for bids for the Sullivan Tract #1 Timber Sale, with bids due on March 9, 2011. Located in Madison County, this is a thinning harvest on approximately 199 acres of slash pine plantation. It is a pay-as-cut sale. Five responses were received, as listed below. Estimated revenues are shown.

Company Name	Bid Total \$
Harley Forest Products L.L.C.	\$101,217.38
North FL. Timber	\$99,126.96
Williams Timber	\$93,704.60
Greenville Timber	\$89,493.54
John Cruce	\$89,143.70

Total revenue from this sale should be between \$86,500 and \$115,500. Using the volume estimates by timber product, the anticipated revenue is \$101,217.

Principal for Harley Forest Products L.L.C. is Allen J. Harley.

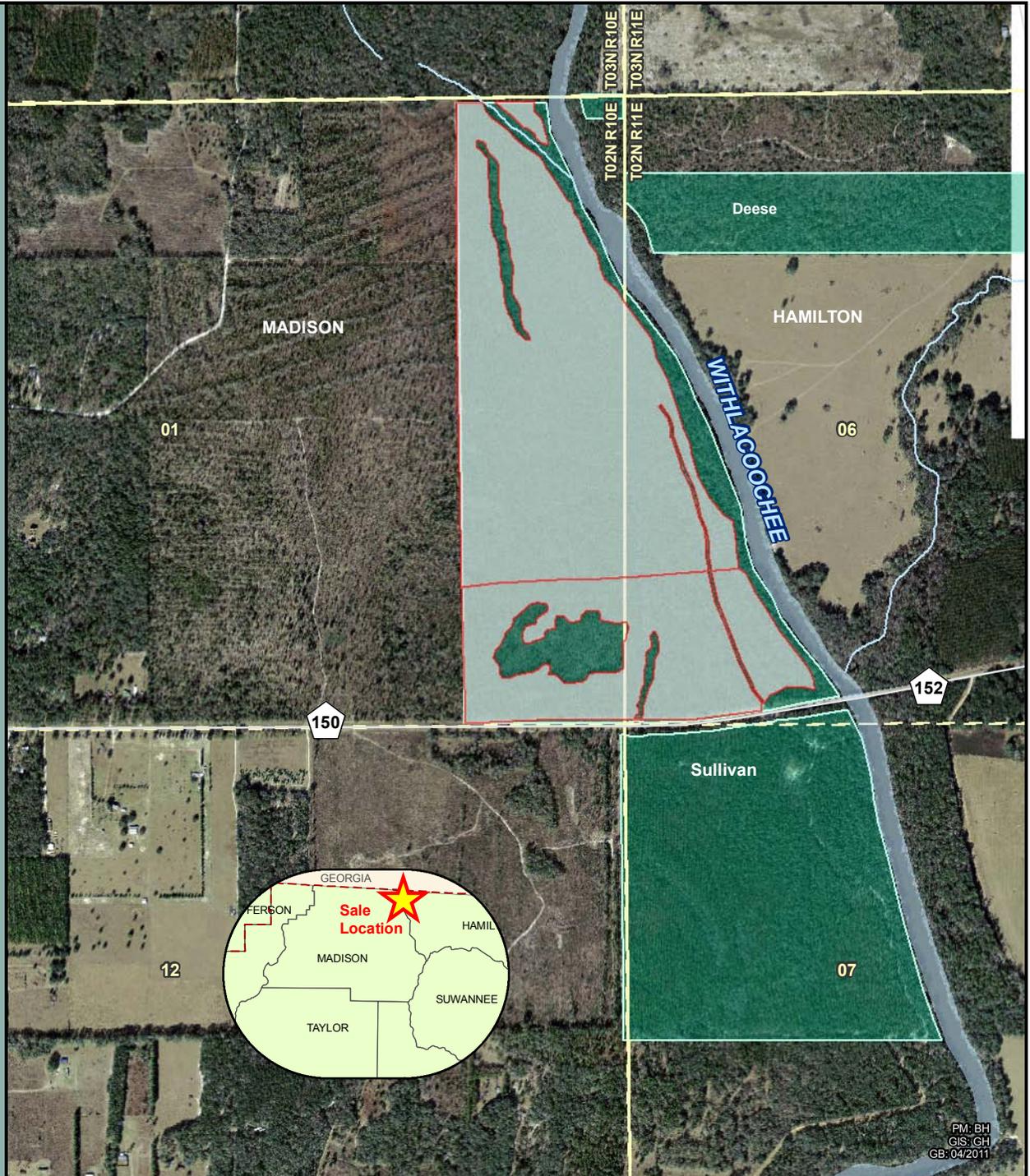
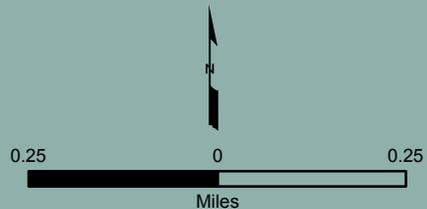
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Twin Rivers State Forest Sullivan Timber Sale #1 199 Acres Madison County, FL

-  Timber Sale Area
-  SRWMD Lands
-  Rivers & Streams



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PM: BH
GIS: GH
GB: 04/2011

MEMORANDUM

TO: Governing Board
FROM: Beau Willsey, Environmental Scientist
DATE: March 9, 2011
RE: RFP 10/11-075 Chemical Application Services Ranking

RECOMMENDATION

Staff requests Governing Board approval of the rankings below, authorization to negotiate with the number one ranked firms and authorization for the Executive Director to execute a contract with Sandy Ford Restorations, LLC for an amount not to exceed \$80,000 and with Progressive Solutions, LLC for an amount not to exceed \$20,000.

BACKGROUND

On February 1, 2011, staff released Request for Proposals (RFP) 10/11-075 for Chemical Herbicide Application services on District lands. Firms were required to submit per acre costs, lists of equipment, and references to perform any of the following services on District lands: broadcast application of herbicide, banded application of herbicide, or application of herbicide using hand tools. The cost estimates included all labor, materials, and equipment needed to control unwanted vegetation. Responses were received from nine firms as shown on Table 1.

These services provide control of unwanted vegetation and assist staff in successfully meeting land management objectives. Other contracts provide invasive exotic weed control efforts targeted at species classified by the Florida Exotic Pest Plant Council as Categories I or II. Recommendation for renewal of the contract with Progressive Solutions for herbicide treatment of invasive weeds infestations on District lands is provided elsewhere in the Governing Board materials.

The Selection Committee of Charlie Houder, Jon Dinges and Joe Flanagan met March 9, 2011, to review the proposals and develop the rankings below. The selection criterion, as noted in the RFP, was to search for the best value to the

District among the submitted proposals (Tables 2, 3, and 4). Proposals were compared on price, contractor experience in providing the service, and satisfaction of the listed references to successfully meet specific land management objectives. Rankings were made to select the most qualified and cost-effective contractor in the opinion of the District Selection Committee. If, for some reason, staff is unable to negotiate with the number one ranked firms, negotiations would take place with those ranked number two, then number three.

Application of herbicides using hand tools

Ranking	Firm	City
1	Sandy Ford Restorations, LLC	Greenville, FL
2	Perpetual Contracting, Inc.	Cross City, FL
3	Progressive Solutions, LLC	Marshall, AR

Banded application of herbicides

Ranking	Firm	City
1	Progressive Solutions, LLC	Marshall, AR
2	Perpetual Contracting, Inc.	Cross City, FL
3	The Forestry Company	Perry, FL

Broadcast application of herbicides

Ranking	Firm	City
1	Progressive Solutions, LLC	Marshall, AR
2	Sandy Ford Restorations, LLC	Greenville, FL
3	TSI Disaster Recovery, LLC	St. Cloud, FL

Principal for Sandy Ford Restorations, LLC is Joe S. Reams III. Principals for Progressive Solutions, LLC are Michael Economopoulos and Reynolds L. Atkins Jr. Funds for these services have been appropriated under budget code 132586631000209003.

RFP 10/11-075

Table 1. Responsive companies and services offered for chemical herbicide application on District lands during FY2011—Request for Proposals 10/11-075 LM

Company Name	Broadcast Application	Band Spraying	Hand Crew Application
Facilities Supply & Service, Inc	X	X	X
Florida Best, Inc			X
NaturChem			X
Perpetual Contracting, Inc		X	X
Progressive Solutions, LLC	X	X	X
Randel's Land Clearing & Development, Inc.		X	X
Sandy Ford Restorations, LLC	X	X	X
The Forestry Company		X	
TSI Disaster Recovery, LLC	X	X	X

Table 2. Project specific cost estimates by company for hand crew application of herbicide to control undesirable vegetation.

TRACT	TYPE	DENSITY	Acres	Estimate Sandy Ford	Estimate Perpetual	Estimate Progressive	Estimate TSI
JONES MILL CREEK	4	Low	103.5	\$9,312.17	\$15,002.94	\$12,830.10	\$36,213.98
CUBA BAY	2	High	65.9	\$7,250.56	\$10,546.27	\$16,676.28	\$8,898.41
STEINHATCHEE WF	3	Low	65.9	\$5,935.31	\$8,573.22	\$8,177.53	\$16,486.96
SANTA FE SWAMP, SHAW ADDITION	4	High	60.0	\$6,600.00	\$10,200.00	\$15,180.00	\$22,500.00
LAKE ROWELL	3	Low	70.0	\$6,300.00	\$9,100.00	\$8,680.00	\$21,000.00
BRANFORD BEND	4	Low	50.0	\$4,500.00	\$7,250.00	\$6,200.00	\$17,500.00
CHIEFLAND WF	4	Low	120.0	\$10,800.00	\$17,400.00	\$14,880.00	\$36,000.00
TOTALS				\$50,698.03	\$78,072.42	\$82,623.91	\$158,599.36

Table 3. Cost estimates by company for banded application of herbicide over pine seedlings for control of competing vegetation.

Company Name	Soil Drainage	Cost Estimate
Progressive Solutions	Well	\$27.75
Progressive Solutions	Poor	\$27.75
Perpetual Contracting	Well	\$38.00
Perpetual Contracting	Poor	\$38.00
The Forestry Company	Well	\$55.00
The Forestry Company	Poor	\$59.00

Table 4. Cost estimates by company for broadcast application of herbicide for control of undesirable vegetation.

Company Name	Soil Drainage	Aerial	Ground
Progressive Solutions	Poor	\$82.00	\$82.00
Progressive Solutions	Well	\$82.00	\$82.00
Sandy Ford Restorations	Well	\$98.00	\$108.00
Sandy Ford Restorations	Poor	\$98.00	\$140.00
TSI Disaster Recovery	Well	\$310.00	\$120.00
TSI Disaster Recovery	Poor	\$310.00	\$145.00

MEMORANDUM

TO: Governing Board
FROM: Beau Willsey, Environmental Scientist
DATE: March 3, 2011
RE: Renewal of Contract 09/10-075 with Progressive Solutions, Inc. for
FY2011 Invasive Weed Control

RECOMMENDATION

Staff recommends authorizing the Executive Director to renew contract 09/10-075 with Progressive Solutions, Inc. for a cost not to exceed \$65,000.

BACKGROUND

Progressive Solutions, Inc. worked successfully with District staff last year in controlling several infestations of invasive weeds on District lands. Follow-up maintenance and initial control is required to continue to reduce weed infestations across District ownership. The contractor is willing to use the same unit rates for control efforts during the 2011 fiscal year.

Progressive Solutions successfully worked with District staff last year in controlling 107 acres of invasive weeds infestations on District lands. Weed control efforts targeted species classified by the Florida Exotic Pest Plant Council (FLEPPC) as Categories I or II. Weeds classified as a Category I or II by FLEPPC disrupt natural community structure and function, and hinder District land managers from achieving Desired Future Conditions. Based on performance and overall control efforts last year, staff is confident with the continuation of the service that Progressive Solutions provides.

If approved, this will be the first renewal of the current contract for invasive weed control with Progressive Solutions. Funds have been appropriated under budget code 132586631000209005.

gal
SRWMD Contract # 09/10-075

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator

DATE: March 7, 2011

RE: Approval and Execution of a Land Management Agreement with Florida Fish and Wildlife Conservation Commission for the Santa Fe Oasis Tract

RECOMMENDATION

Staff recommends approval and execution of an agreement with Florida Fish and Wildlife Conservation Commission to manage the District's Santa Fe Oasis tract.

BACKGROUND

As part of the discussions of the Governing Board's Surplus Lands Committee, the Florida Fish and Wildlife Conservation Commission (Commission) asked that the identified 110 acre Santa Fe Oasis surplus property not be sold. The Commission owns and manages an adjacent tract known as the Ft. White Wildlife and Environmental Area (Ft. White WEA). It was proposed by the Commission that the District's Santa Fe Oasis Tract could be incorporated into the Ft. White WEA and managed by the Commission. District staff suggested that an additional, adjacent 173-acre District tract, not identified as potential surplus, be included in the management proposal. Acreage of the two tracts totals 283 acres ±.

This recommendation complies with Program Directive 2011-01 that considers the concerns of other public conservation land managers. The Commission has agreed to manage the property, removing the District's management obligation and expense.

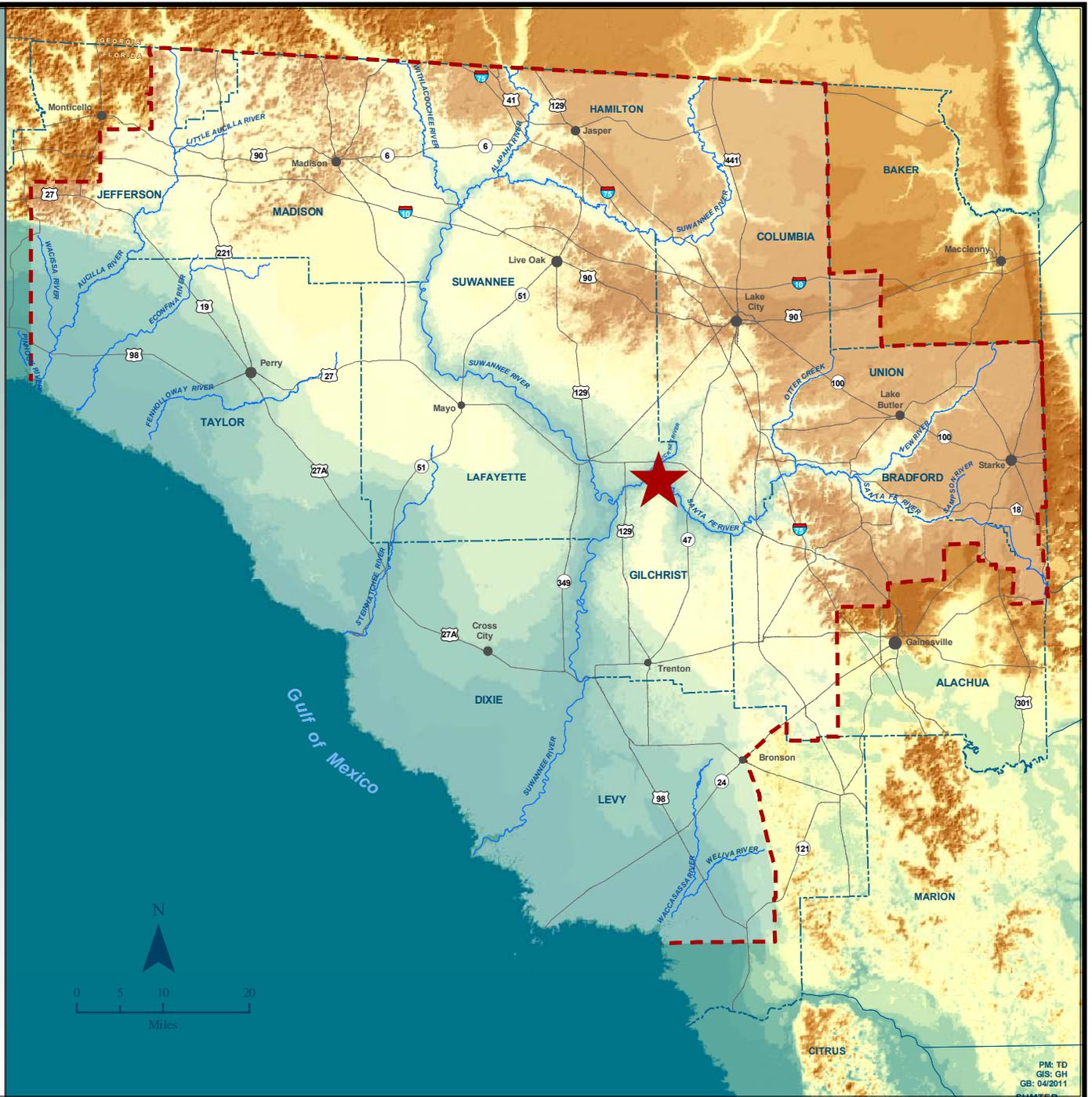
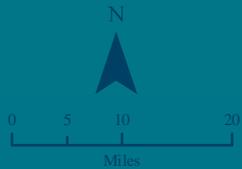
gal

Santa Fe Oasis FWCC Management Area Gilchrist County Florida

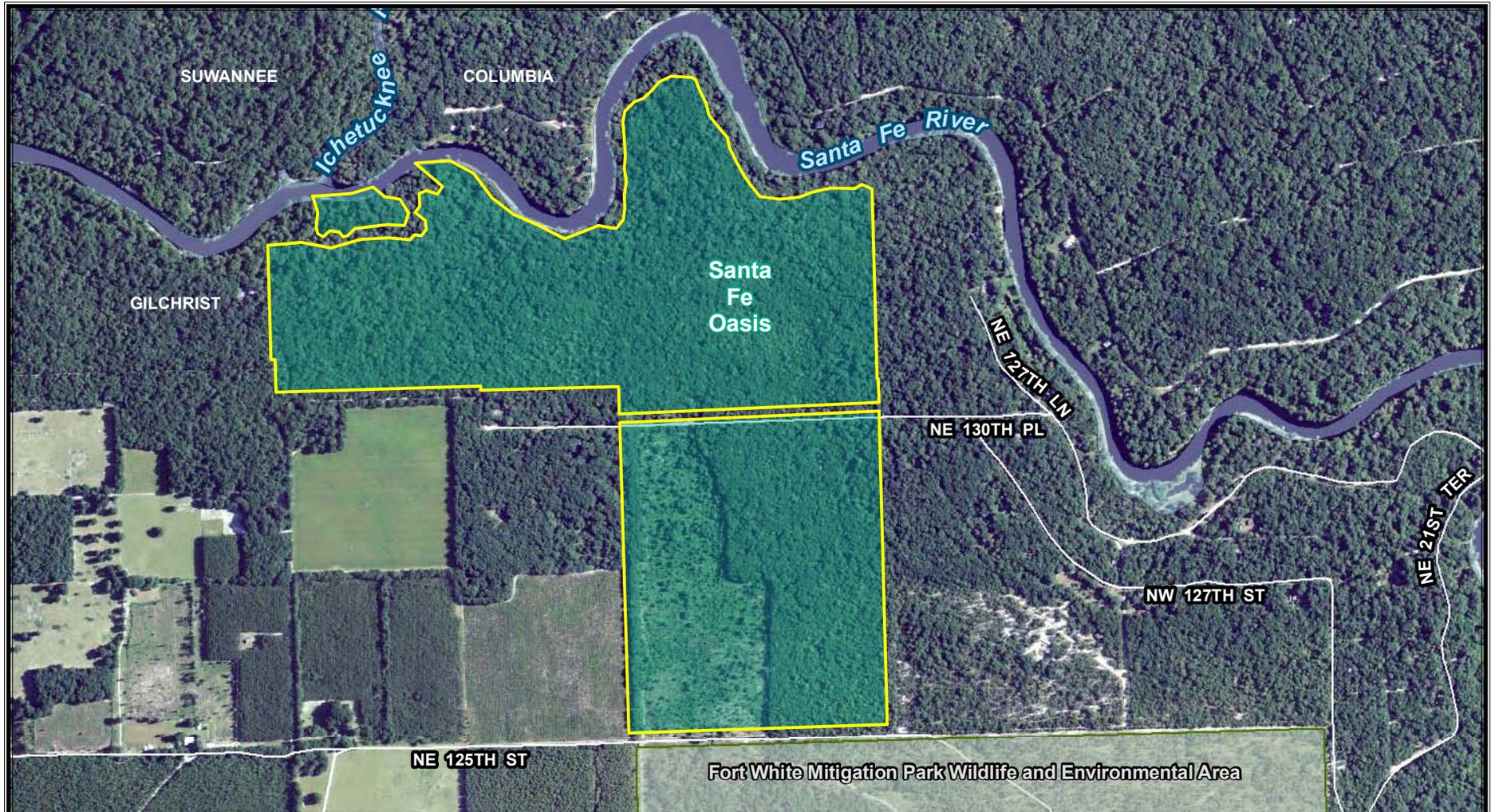
 SRWMD Boundary
 Project Location



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
 GB: 04/2011



-  Lease Area
-  Fort White Mitigation Park Wildlife and Environmental Area



Santa Fe Oasis
FWCC Management Area
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 the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. NAIP-FL 2010 1M NC Imagery Web Service.

PM: TD
 GIS: GBH
 GB: 04/2011

COOPERATIVE MANAGEMENT AGREEMENT

Santa Fe Oasis

THIS COOPERATIVE MANAGEMENT AGREEMENT is made and entered into this ____ day of _____, 2011, between the Governing Board of the **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes whose mailing address is 9225 County Road 49, Live Oak, Florida 32060 (herein called the "DISTRICT") and the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, a public body of the State of Florida, whose mailing address is Farris Bryant Building, 620 South Meridian Street, Tallahassee, Florida 32399-1600 (hereinafter called the "COMMISSION").

WITNESSETH

WHEREAS, the DISTRICT is the fee simple owner of certain real property, hereinafter referred to as the "PROPERTY" in northern Gilchrist County near the Ira Bea's Oasis community identified as Santa Fe Oasis, as depicted in Exhibit "A" and as described in Schedule "A" attached hereto and by reference made a part hereof, and

WHEREAS, the COMMISSION is desirous of managing the PROPERTY for the purpose of expanding a gopher tortoise mitigation park established as the Ft. White Wildlife and Environmental Area (FT. White WEA); and

WHEREAS, the Ft. White WEA provides habitat for gopher tortoise and other imperiled wildlife species, as well as many other wildlife species that also inhabit the PROPERTY; and

WHEREAS, the DISTRICT and the COMMISSION recognize that the PROPERTY has potential for multiple uses if properly managed; and

WHEREAS, the COMMISSION possesses the personnel, ability, interest, and willingness to manage the PROPERTY under the multiple-use concept, based on sound ecological principles; and

WHEREAS, the DISTRICT and the COMMISSION recognize the value of close cooperation and mutual support in providing for public use and enjoyment of the PROPERTY.

NOW, THEREFORE, the parties hereto for and in consideration of the premises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

1. Subject to the terms, conditions and limitations set forth in this Agreement, the DISTRICT hereby conveys management responsibilities to the COMMISSION and COMMISSION hereby accepts management responsibilities from the DISTRICT of the PROPERTY depicted in Exhibit "A" and described in Schedule "A" for the purposes and in the manner hereinafter set forth.
2. The initial term of this Agreement is for a period of twenty five (25) years, commencing on _____, 2011 and ending on _____, 2036. Thereafter, this agreement shall be automatically renewed in twenty five year increments, unless terminated as otherwise set forth herein.
3. The purpose of this Agreement shall be to designate the COMMISSION as the lead management entity for the PROPERTY. The COMMISSION shall have the right to manage the habitat on the PROPERTY for the benefit of gopher tortoises and other wildlife and take specific management actions including, but not limited to prescribed burning, discing, planting and mowing, along with other allowable uses as set forth in the management plan for the Ft. White Wildlife and Environmental Area. Said plan shall be formally reviewed and approved by the COMMISSION and the DISTRICT not less than every five years and amended as required and agreed.
4. Notwithstanding any provision contained herein to the contrary, this Agreement is subject to:
 - a. The terms, conditions, restrictions and limitations set forth in this Agreement; and
 - b. All applicable laws, state statutes, local ordinances and the rules and regulations pertaining thereto which may be

applicable to the operation of the PROPERTY including Chapter 373.1391 and Chapter 259.101, Florida Statutes.

5. It is the intent of the COMMISSION and the DISTRICT that the PROPERTY be incorporated into the Ft. White WEA managed, for land management purposes, as set forth in the Ft. White WEA Management Plan under the COMMISSION's constitutional and statutory authority for the conservation, management and protection of fish and wildlife. The PROPERTY will be managed for the same goals of wildlife habitat restoration, public access, recreational opportunities, hunting, and law enforcement protection as the Ft. White WEA. Therefore, it is the intent of the DISTRICT and COMMISSION that the PROPERTY receive equal treatment and be considered and identified as the Ft. White Mitigation Park for the duration of this Agreement. The COMMISSION shall assume primary management responsibilities that are consistent with the Ft. White WEA30 Management Plan, and shall include the following:
 - a. Reporting of annual activities and accomplishments will be conducted in association with normal COMMISSION reporting procedures, and activities on the PROPERTY will be included in such reports. Posting the PROPERTY and providing routine surveillance and security for the PROPERTY.
 - b. Recreational opportunities and public access will be provided that meet the goals and objectives of the Ft. White WEA Management. The current management plan remains silent to hunting recreation, however the COMMISSION has recently implemented a low intensity hunting format on the Ft. White WEA. It is the intent of the COMMISSION to extend that hunting format to the PROPERTY.
 - c. Ensuring that all major signage, brochures, and pamphlets related to the PROPERTY prepared by the COMMISSION

are of a design, size and content as is typical on other COMMISSION managed land.

- d. Controlling wildfires by employing appropriate management practices.
 - e. Controlling exotic and invasive plants at maintenance levels.
6. The DISTRICT shall partner with available equipment and personnel to advance resource management objectives for the mitigation area including prescribed burning, exotic species control, natural resource and wildlife monitoring and vegetation management.
 7. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to regulatory or permitting authority of the DISTRICT as it now or hereafter exists under applicable laws, rules and regulations.
 8. It shall be the responsibility of the COMMISSION for a COMMISSION-initiated Project, and the DISTRICT for a DISTRICT-initiated Project, at its sole cost and expense, to obtain or renew any and all permits which may be required by the Suwannee River Water Management District, the State of Florida Department of Environmental Protection, and other applicable governmental agencies for activities conducted by such initiating party hereunder.
 9. The COMMISSION acknowledges that the use authorized herein does not convey to COMMISSION any real property rights or interests to the PROPERTY nor any interests, rights, or privileges other than those specified herein.
 10. The COMMISSION shall pay all lawful debts incurred by it with respect to the PROPERTY and shall satisfy all liens of contractors, sub-contractors, mechanics, laborers, and materialmen in respect to any construction, alteration, and repair ordered by it in and on the PROPERTY, and any improvements thereon. Furthermore, the COMMISSION shall

not have authority to create any mortgages on the PROPERTY or liens for labor or material on or against the PROPERTY and all persons contracting with the COMMISSION for the construction or removal of any structure, or for the erection, installation or repair of any structure or improvement on the PROPERTY, including materialmen, contractors, mechanics and laborers involved in such work, shall be notified that they must look to the COMMISSION solely to secure the payment of any bill or account for work done, material furnished, or money owed during the term of this Agreement.

11. All structures, improvements or personal property placed upon, or moved in or upon the PROPERTY by the COMMISSION shall be at the sole risk of the COMMISSION and the DISTRICT shall not be liable for any damage to said personal property, structures, or improvements, unless said damage is due to the actions of the DISTRICT.
12. All structures and improvements currently existing on the PROPERTY or placed upon the PROPERTY by the DISTRICT shall remain the property of the DISTRICT. All new structures or improvements placed upon or moved in or upon the PROPERTY by the COMMISSION shall be deemed personal property of the COMMISSION and shall not be considered attached to the land as a fixture unless otherwise agreed upon in writing between the parties.
13. The COMMISSION takes possession of the PROPERTY with full knowledge of the existing condition of the PROPERTY and accepts the PROPERTY in an "as is" condition. The DISTRICT makes no representation or warranties as to the fitness of the PROPERTY for any particular use.
14. The COMMISSION possesses no knowledge of or expertise in the state of any pollutants, if they exist on the PROPERTY. Therefore, notwithstanding any other provision hereof, the COMMISSION shall in no way be liable for any claims or damages based, in whole or in part on the presence of

pollutants or toxins, of any sort, on the PROPERTY as of the first date of this agreement.

15. The COMMISSION and other governmental agencies or organizations involved in management related activities on the PROPERTY shall, throughout the term of this Agreement, provide, maintain, and keep in force a program of insurance or self-insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes. The COMMISSION agrees to maintain participation in the state insurance program or any similar insurance program enacted during the term of this Agreement for the duration of this Agreement. In addition, nothing contained herein shall be construed as a waiver of limitation of liability which may be enjoyed by the DISTRICT as a landowner providing land to the public for outdoor recreational purposes, as provided in Section 373.1395, Florida Statutes, or any other law providing limitations on claims against the landowner.
16. This Agreement and any and all rights and privileges contained herein are for the sole use of the DISTRICT and the COMMISSION and shall not be assigned or transferred to another party without the written consent of both the DISTRICT and the COMMISSION.
17. The COMMISSION shall not use or permit the PROPERTY to be used in violation on any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the COMMISSION's activities in, and use of, the PROPERTY. It is understood and agreed by the parties that there shall be no facilities constructed or placed on the PROPERTY except those directly related to the operation and maintenance of the PROPERTY for public recreational purposes or as set forth in the approved Management Plan and future restoration plan.
18. The DISTRICT reserves the right for itself, its agents, consultants and employees, to enter upon the PROPERTY for

the purpose of inspecting the PROPERTY, conducting other water management activities, and determining compliance with the terms of this Agreement, so long as such entry or use does not unreasonably interfere with the COMMISSION's use of the PROPERTY for the purpose set forth herein.

19. Either party may terminate this Agreement, with or without cause, at any time upon ninety (90) days written notice to the other party.
20. All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other parties hereto:

DISTRICT: SUWANNEE RIVER WATER
MANAGEMENT DISTRICT
9225 COUNTY ROAD 49
LIVE OAK, FLORIDA 32060
ATTENTION: DIRECTOR
LAND ACQUISITION AND MANAGEMENT

COMMISSION: FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION
FARRIS BRYANT BUILDING
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600
ATTENTION: HSC / THCR SECTION
LEADER

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of mailing hereof as aforesaid.

21. Wherever used herein, the terms "DISTRICT" and "COMMISSION" include all parties to this instrument, their

employees, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies.

22. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties hereto or their authorized representatives.
23. This Agreement shall be construed and interpreted according to the laws of the State of Florida.
24. As a condition of this Agreement the DISTRICT and COMMISSION hereby covenant and agree not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.
25. The DISTRICT and COMMISSION reserve the right to unilaterally cancel this Agreement for refusal by either to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the DISTRICT and the COMMISSION in conjunction with this Agreement.
26. This Agreement shall not be construed more strictly against on party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the DISTRICT and COMMISSION have contributed substantially and materially to the preparation hereof.
27. Nothing contained in this Agreement or the Plan prepared pursuant to this Agreement shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the DISTRICT or COMMISSION as it now or hereafter exists under applicable laws, rules and regulations.

28. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the DISTRICT or the COMMISSION has executed the same, and that date shall be inserted at the top of the first page hereof.

[Signature/Acknowledgment pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

Signed, sealed, and delivered
in the presence of:

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

WITNESS

PRINT/TYPE WITNESS NAME

By: _____
Don Quincey, Jr.
Chairman

WITNESS

PRINT/TYPE WITNESS NAME

Attest: _____
Ray Curtis
Secretary

Approved as to form and legality:

By: _____
William J. Haley
Legal Counsel

**STATE OF FLORIDA
COUNTY OF SUWANNEE**

The foregoing agreement was acknowledged before me this _____ day of _____, 2011, by Don Quincey, Jr. and Ray Curtis, as Chairman and Secretary/Treasurer, respectively, 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 Driver's License as identification.

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

Signed, sealed, and delivered
in the presence of:

**STATE OF FLORIDA FISH AND
WILDLIFE CONSERVATION
COMMISSION**

WITNESS

PRINT/TYPE WITNESS NAME

WITNESS

PRINT/TYPE WITNESS NAME

By: _____
Print Name: _____
Title: _____

Attest: _____
Print Name: _____
Secretary

Approved as to form and legality:

By: _____
Print Name: _____
FWC Attorney

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing agreement was acknowledged before me this _____ day
of _____, 2011 by _____, as
_____, of the Florida Fish and Wildlife Conservation Commission,
 who is personally known to me, or whom produced Florida Driver's License as
identification.

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

SCHEDULE A

LEGAL DESCRIPTION

SANTA FE OASIS TRACTS GILCHRIST COUNTY, FLORIDA

TOWNSHIP 6 SOUTH, RANGE 15 EAST

SECTION 26: The West 1980 feet of U.S. Government Lot 5

SECTION 35: The West 1980 feet of the NW 1/4 of U.S. Government Lot 4 and the West 1/2 of U.S. Government Lot 3

Being more particularly described as follows:

For a Point of Beginning commence at the Southwest corner of said Section 26, thence run North 00°01'37" East along the West line of said Section 26, a distance of 1215.27 feet to the ordinary high water line of the Santa Fe River; thence run along said ordinary high water line Northeasterly, Northwesterly, Northeasterly, Southeasterly, Northeasterly, and Southwesterly a distance of 3612 feet more or less to the East line of said West 1980.00 feet of U.S. Government Lot 5; thence run South 00°19'46" West, a distance of 1452.49 feet to the South line of said U.S. Government Lot 5; thence run North 89°56'19" East along said South line a distance of 9.04 feet; thence run South 00°01'37" East a distance of 280.97 feet; thence run South 00°24'26" West a distance of 2367.17 feet to the South line of said Northwest 1/4; thence run South 89°56'50" West along said South line a distance of 1980.22 feet to the West line of said Section 35; thence run North 00°10'12" East along said West line a distance of 2652.07 feet to the Point of Beginning.

SECTION 27: A portion of U.S. Government Lot 7

Being more particularly described as follows:

For a **Point of Beginning** commence at the Southeast corner of said Section 27, and run thence North 89°54'42" West along the South line of said Section 27, 1052.67 feet, thence North 00°04'09" East, 32.00 feet, hence North 89°54'42" West, 1568.00 feet, thence North 00°04'09" East along said West line, 874.61

feet to the ordinary high water line of the Southerly bank of the Santa Fe River, thence Easterly along the meander of said ordinary high water line, 3829.18 feet to the East line of said Section 27, thence South 00°01'37" West along said East line, 1214.22 feet to the **Point of Beginning**.

AND

Commence at the Southwest corner of U.S. Government Lot 7, and thence run North 00°04'09" East along the West line of said Government Lot 7, 1466.61 feet, thence North 69°10'06" East, 230.96 feet, thence South 87°08'27" East, 141.86 feet to the ordinary high water line of the Southerly band of the Santa Fe River and to the **Point of Beginning**, thence along the following courses along said ordinary high water line: South 87°08'27" East, 82.62 feet; North 87°26'12" East, 213.72 feet; North 74°01'51" East, 175.61 feet; South 49°01'25" East, 113.02 feet; South 77°29'16" East, 118.03 feet; South 31°02'37" East, 123.10 feet; South 19°13'31" West, 102.06 feet; North 84°27'00" West 131.05 feet; South 83°55'50" West, 253.59 feet; South 46°58'41" West, 76.97 feet, South 79°05'39" West, 32.86 feet; North 38°01'30" West, 47.29 feet; North 80°55'29" West, 71.89 feet; South 49°54'50" West, 67.28 feet; North 61°07'31" West, 51.77 feet; North 09°45'48" West; 51.27 feet; North 07°04'40" East, 117.31 feet; North 14°57'25" West, 127.76 feet to the **Point of Beginning**.

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resources Manager
DATE: March 15, 2011
RE: Otter Springs and Campground FY 11 Budget

RECOMMENDATION

Staff recommends approval of the FY 2011 budget for Otter Springs for an amount not to exceed \$266,450.

BACKGROUND

Gilchrist County manages the day to day operations at Otter Springs Park and Campground for the District. As part of the Otter Springs lease, a budget must be approved by both parties. Gilchrist County is recommending a budget of \$266,450. The budget recommendation includes approximately \$199,000 for park operations and about \$68,000 for completion of the approved road improvements. The \$68,000 road portion of the budget is within the original \$212,000 amount previously authorized and will cover expenses that occur in FY 2011.

The lease states that both parties share revenues or losses after the year end reconciliation. The two-year trend shows that total additional monies needed to balance the finances decreased from \$15,000 in FY 2009 to \$8,000 in FY 2010. Upgrades to the lodge, increased reservations for the lodge and increased camping revenues this year show FY 2011 revenues to date are exceeding FY 2010 revenues by almost \$27,000. Total FY 2011 park revenues are projected by County staff to be about \$35,098 below total expenditures. County staff believes these revenue projections are conservative. If the revenue projection holds true, it would result in both parties having an equal share of the \$35,098 deficit to balance the fiscal year.

gal
SRWMD#08/09-050

MEMORANDUM

TO: Governing Board
FROM: Beau Willsey, Environmental Scientist
DATE: March 3, 2011
RE: District Land Management Plan

RECOMMENDATION:

Staff recommends Governing Board acceptance of the revised District Land Management Plan.

BACKGROUND

The District Land Management Plan (DLMP) establishes general directives to guide the management of all fee title lands held by the District; the Board approves the DLMP before it is implemented. This updated management plan is consistent with previous plans in that it was developed using Florida Statutes and Board directives. It provides land management objectives and goals to District Land Acquisition and Management Department staff to adequately manage lands titled to the Board. It is intended to supercede the DLMP adopted by the Governing Board in 2003.

The revised plan outlines the mechanisms needed to meet the goals of the Excellence in Land Management Program. It has been in development for over a year to allow adequate time for comments from the Governing Board, District staff, public land managers, regional advocacy groups, and the local citizenry. Comments have been received during Governing Board workshops, annual Land Management Review Team meetings, field trips with interested individuals, and through an interactive internet application.

gal
008-00320

MEMORANDUM

TO: Governing Board
FROM: Brian C. Kauffman, Facilities Director
DATE: April 4, 2011
RE: Purchase of Horse Stalls for the R. O. Ranch Equestrian Park

RECOMMENDATION

There is no recommendation at this time.

BACKGROUND

In 2006 the Suwannee River Water Management District Governing Board approved the construction of the R. O. Ranch Equestrian Park on District land in Lafayette County, Florida, and the use of accrued timber sale revenues to fund the capital improvements. The park has 32 campsites with 2 stalls at each site for a total of 64 stalls. In addition, there are 4 stalls at the rental lodge, which brings the total number of stalls needed to 68. The stalls will help protect the natural resources of the park by keeping the horses confined to specific areas designed to manage erosion and manure according to best management practices. The stalls will also provide for public safety by keeping horses away from other guests not familiar with horses.

Bids for this project will be opened April 5, 2011, and a recommendation will be forwarded to you at that time. Funding for this expenditure is available within the Fiscal Year 2011 budget. The R. O. Ranch Board of Directors approved this purchase at their April meeting.

gal
023-00045

MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Sr. Land Resource Coordinator

DATE: March 7, 2011

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 April 12, 2011 Governing Board meeting.

gal
007-0003

APPROVED PROJECTS	STATUS
Andrews Family Cedar Key #4 West & Lukens Reserve Levy County 897 acres ±	On October 12, 2010 the Governing Board approved a detailed assessment for conservation easement and fee simple appraisal on these properties. Terms of the conservation easement have been settled, a title search has been requested and appraisals are due for review by March 31, 2011.
Cooley Family/Cooley CE Jefferson County 120 acres ±	Approval for detailed assessment of this property was received July 13, 2010. Preliminary title search has been received, and a draft easement document has been reviewed. Appraisals have been received and reviewed. An offer authorization is being prepared.
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 the draft easement document has been reviewed. Appraisals have been received and reviewed. An offer authorization is being prepared.
Guerry, Bryan and Candace Surplus Property Exchange Columbia County 127 acres ±	Bids for a value reduction timber thinning on the District's proposed exchange property is being prepared for April Governing Board approval. After the timber is harvested, the District intends to propose an equivalent exchange with Mr. and Mrs. Guerry.
Hartzog, Grady and Honor/Stuart's Landing Conservation Easement Suwannee County 82 acres ±	On November 14, 2010 the Governing Board approved a detailed assessment of this parcel. A title search is complete, and terms for a conservation easement have been agreed to with the landowner. Legal counsel is drafting the easement.
Layman Law Firm/Walker Spring CE Jefferson County 172 acres ±	Appraisals are complete. An offer authorization is being prepared.
Nyman, George and Sharon Suwannee River Oaks CE Gilchrist County 312 acres ±	Terms of a conservation easement have been agreed to with the landowners, and the final conservation easement document has been finalized by legal counsel. A timber inventory is complete, and appraisals will be finalized by mid March.
Rock Bluff Springs Co. LLC/Rock Bluff Spring Gilchrist County 176 acres ±	On November 14, 2010 the Governing Board approved detailed assessment of this parcel. Title review is complete and staff is preparing a request for appraisal services.

<p>Santa Fe Springs LLC/Sawdust Spring Columbia County 234 acres ±</p>	<p>On August 10, 2010 the Governing Board approved a detailed assessment of this Santa Fe River parcel. Title search and timber cruise and valuation are complete. Land valuation appraisals were completed in February and are under review.</p>
<p>Sleezak Trust/Holton Creek Addition Hamilton County 30 acres ±</p>	<p>This parcel was approved for detailed assessment on January 12, 2011. Appraisals are complete. An offer authorization is being prepared</p>

SURPLUS LANDS	STATUS
	<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 are listed for sale with the Daniel Crapps Agency of Lake City. Appraisals of Group III Land Sales are complete, and the parcels are listed with Daniel Crapps Agency, Poole Realty and Don King Realty. The request for a zoning change on the Westwood West Tract has been approved. Pending Governing Board approval on March 8 and approval of financing to the buyer, closing is scheduled by March 31, 2011.</p>

SURPLUS LANDS

Group #	Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price
1 Bay	Creek South	46	Columbia	02/1988	WMLTF	6/14/2010	7/12/2010	Fee \$123,750
1 Bay	Creek North	24	Columbia	02/1988	WMLTF	6/14/2010	7/12/2010	Fee \$60,720
1 Owens	Spring	77	Lafayette	03/1999	P2000	6/14/2010	7/12/2010	Fee \$277,200
1 Westwood	West	320	Madison	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire tract \$751,300 80-acre parcels \$194,425 (Governing Board approved sale at \$700,000 on March 8)
1 Blue	Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcels \$154,000
2	Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$215,600
2	Adams South	60	Lafayette	05/1990	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$191,400
3	Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 Conservation Easement (3 parcels) \$243,100

Group #	Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price
3	Santa Fe Oasis	110	Gilchrist	06/1995	P2000	8/27/2010		Removed from Surplus action
3	Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$126,940 Conservation easement \$97,020
3	Timber River	1	Madison	03/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$10,780
3	Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract (8 lots \$52,030

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Senior Land Resources Manager
DATE: March 14, 2011
SUBJECT: Land Management Activity Report

FACILITY MANAGEMENT

District staff and contractors have completed road repairs on the Jones Mill Creek and Cabbage Grove Tracts. Work continues on the Lamont and Mt. Gilead Tracts.

A meeting was held between District and Florida Fish and Wildlife Conservation Commission staff. This annual meeting allows staff from both agencies to evaluate District lands that may be open to hunting and review the rules for each of the wildlife management areas.

District contractors completed painting and posting boundaries on the Steinhatchee Falls, Steinhatchee Rise, Steinhatchee Wellfield, Steinhatchee Springs and the R. O. Ranch Tracts in the southwest region. In the northeast region, boundary painting and posting has been completed on the Little River, Adams and Owens Spring Tracts.

PUBLIC RECREATION SERVICES

The following table shows special use authorizations issued during the last month:

Recreation	Temporary Ingress & Egress	Mallory Swamp ATV Trail	RO Ranch	Goose Pasture Camping ¹	Other	Total
31	1	0	9	21	0	62

¹The Mallory Swamp ATV trail and the camp area at Goose Pasture are closed during general gun season.

NATURAL RESOURCE MANAGEMENT

Proposals for chemical herbicide application services on District lands were received from nine firms. Proposals were compared on price, contractor experience in providing the service, and satisfaction of the listed references. Selection committee recommendations regarding the most qualified and cost-effective company are provided elsewhere in the Governing Board materials.

Timber Sale Report

Contract #	Fiscal Year	Timber Sale Name	Consultant	Sale Date	Estimated Pine Tons	Harvest Completion
09/10-137	2010	Steinhatchee #6	TFC	8/20/10	13,919	34%
09/10-129	2010	Steinhatchee #7	TFC	7/23/10	12,007	87%
09/10-085	2010	Westwoods #2	DOF/TRSF	6/7/10	24,479	70%
09/10-070	2010	Steinhatchee #5	TFC	4/23/10	13,728	100%
09/10-022	2010	Steinhatchee #3	TFC	11/30/09	21,603	38%
09/10-051	2010	Steinhatchee #4	TFC	3/3/10	8,923	100%
09/10-128	2010	Black Tract #2	DOF/TRSF	7/20/10	3,530	100%
10/11-038	2011	Owens Springs #1	NRPS	12/16/10	9,930	50%
09/10-044	2010	Alapahoochee #1	NRPS	2/5/10	2,090	100%
Proposed	2011	Little River #3	NRPS		2,500	
Proposed	2011	Levings #3	NRPS		2,820	
Proposed	2011	Jones Mill Creek #1	TFC		29,690	
Proposed	2011	Steinhatchee #8	TFC		4,376	
Proposed	2011	Ellaville #13	DOF/TRSF		7,905	
Proposed	2011	Sullivan #1	DOF/TRSF		6,574	

gal
008-00025

MEMORANDUM

TO: Governing Board
FROM: Brian Kauffman, Facilities Director
DATE: March 15, 2011
RE: R. O. Ranch Equestrian Park Monthly Activity Report

The R.O. Ranch Board of Directors held their regularly scheduled monthly meeting on March 3, 2010 at the park's Visitor Center. Three members of the public were in attendance. Park Coordinator Alan Frierson updated the Board on recent events and activities. He announced that several groups have reserved the Visitor Center for March and April.

All campsites are complete with water and electric. The septic tank contractors are close to completing the septic system. Two of the three 3,000-gallon tanks are in place, and the drain field has been installed. As soon as the septic system is complete, McInnis Construction will call for the final inspection of the bathhouse.

The District's inmate crew installed manholes around the water valves and built a cross fence at the rental lodge. The cross fence will enable guests to ride from the lodge to the trail system without entering the cracker horse pasture. The crew also installed traffic and directional signs around the park.

gal
023-00010