

Suwannee River Water Management District

Governing Board Materials

## Land Acquisition and Management

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

Director of Land Acquisition  
and Management

Assistant Executive Director

Executive Director

MEMORANDUM

TO: Governing Board  
FROM: Terry E. Demott, Senior Land Resource Coordinator  
DATE: April 11, 2011  
RE: Andrews Family/Cedar Key Conservation Lands Addition

RECOMMENDATION

**Subject to public comment that may be received, staff recommends approval and execution of Resolution 2011-08 authorizing the Executive Director to exercise an Option to Purchase the 662-acre ± Dennis and Roberta Andrews parcel, and the Dennis, Kelby and Miles Andrews parcel in Levy County, and requesting approval from the Secretary of the Department of Environmental Protection for the use of funds from the Florida Forever Trust Fund.**

BACKGROUND

In accordance with Section 373.59, Florida Statutes a public hearing is scheduled for May 19, 2011 to take comments on the proposed acquisition of approximately 662 acres in Levy County for surface water and marsh protection purposes. A summary of salient facts is attached.

The Andrews Family Property has been offered to the District in two separate ownerships: Dennis and Roberta Andrews (222 acres), and Dennis, Kelby and Miles Andrews (440 acres). The property is primarily upland islands and salt marsh. Fee simple appraisals of the property by James Miller and Robert Sutte have been reviewed and approved by District review appraiser Mike Candler.

gal  
Andrews Family 10-009  
Attachment

PUBLIC HEARING SUMMARY  
ANDREWS FAMILY/CEDAR KEY CONSERVATION LANDS ADDITION  
MAY 19, 2011

SELLERS: Dennis and Roberta Andrews  
Dennis, Kelby and Miles Andrews

AREA: 662 acres ±

LOCATION: Cedar Key, Levy County

WATER RESOURCE VALUES: The Andrews Family property will be used for public recreation purposes and will protect the marsh estuary system in the Cedar Key area of the Gulf of Mexico.

WATER RESOURCE PROTECTION:

Storm Surge Velocity Zone: 100% (662 acres)

Surfacewater and Wetlands: 85% (563 acres)

Aquifer Recharge: None

Springs Protection: None

INTEREST TO BE ACQUIRED: Fee simple, to be granted by warranty deed.

TITLE ISSUES: A title search and title commitment for this property shows no title defects or encumbrances.

PRICE: \$5,000 per acre for a total of \$3,310,000.

ACCESS: Public roads and legal easements.

CLOSING COSTS: The District will pay all closing costs including but not limited to survey, environmental assessment, title insurance, documentary stamps and recording.

SURPLUS LANDS ANALYSES: This project configuration has been reviewed from both a water resources perspective and management perspective. The review determined that the entire 662 acres is needed for conservation purposes. No portion of this tract is recommended for declaration as surplus.

SPECIAL CONDITIONS: Title to the purchased properties will be vested in the District

MANAGEMENT: Although no agreement has been reached, it may be possible that the Cedar Key Scrub State Preserve/Waccasassa Bay State Reserve of the Department of Environmental Protection could manage the property for specific uses. Otherwise the District could manage the property specifically for low impact, public recreational purposes.

Andrews Family/Cedar Key Conservation Lands Addition 10-009

# Andrews Family Cedar Key Levy County Florida

 SRWMD Boundary  
 Project Location

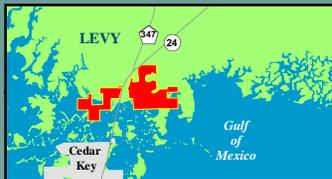


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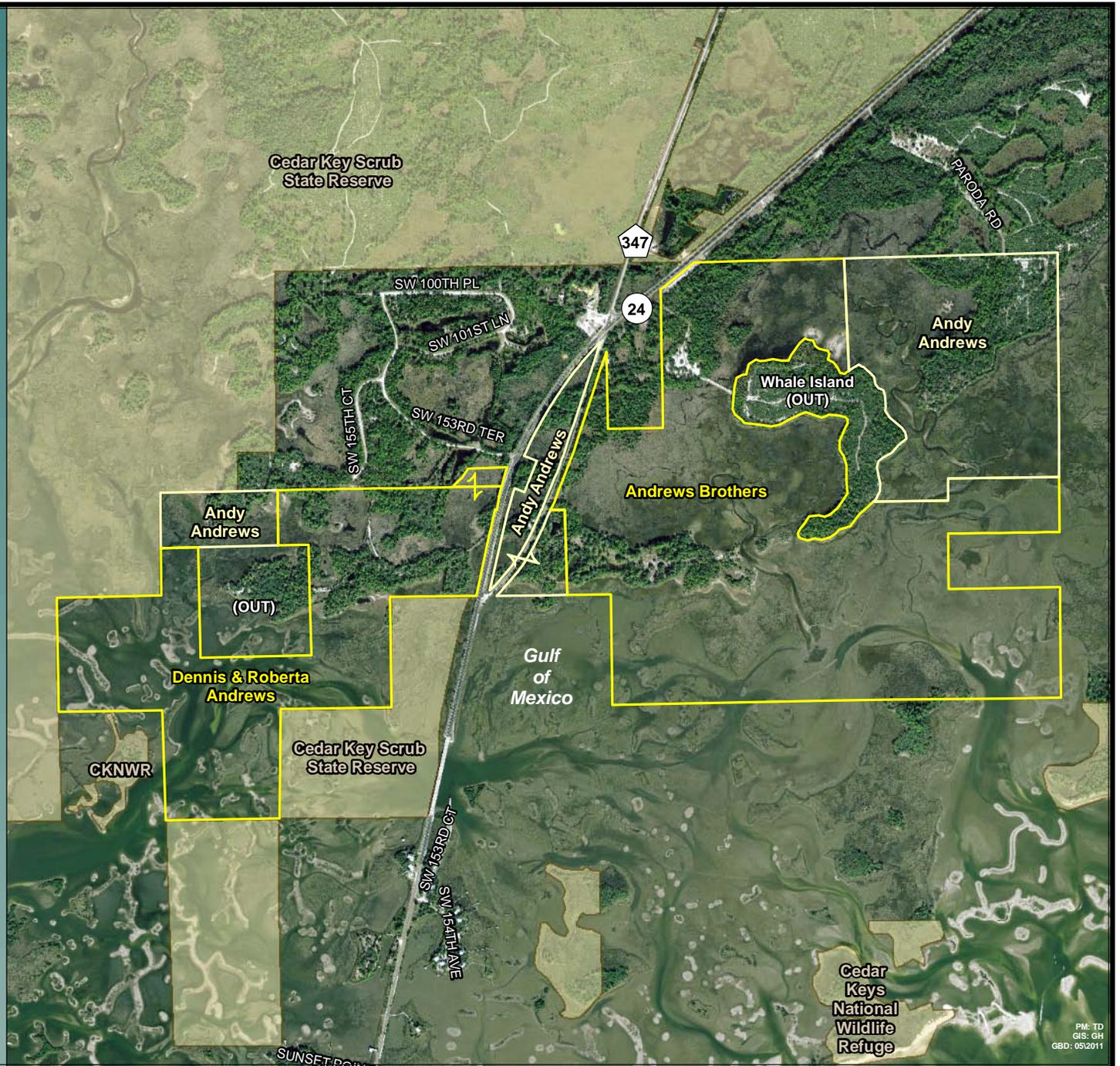


**Andrews Family  
Cedar Key  
Levy County  
Florida**

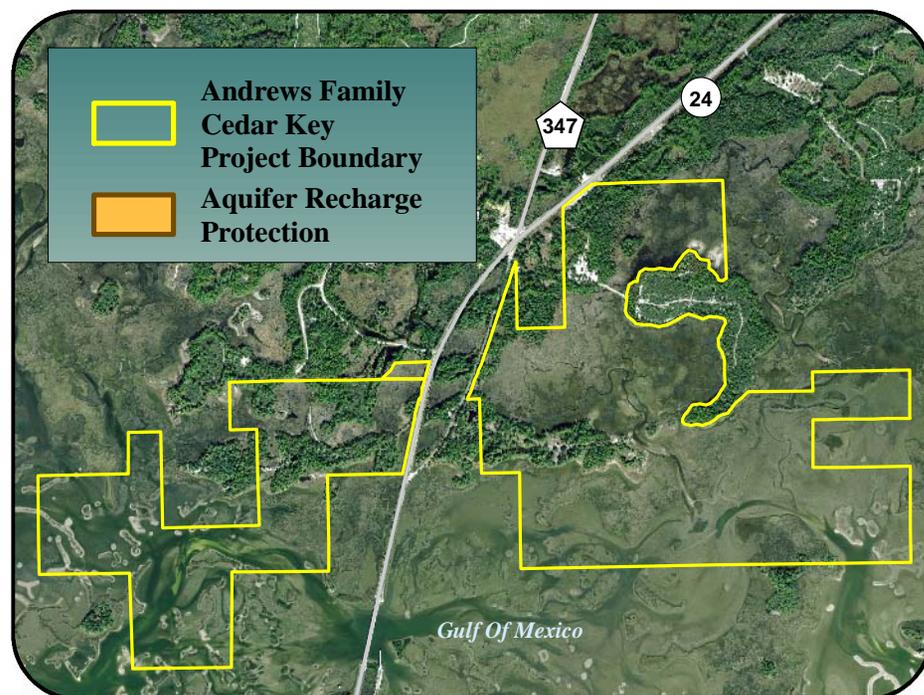
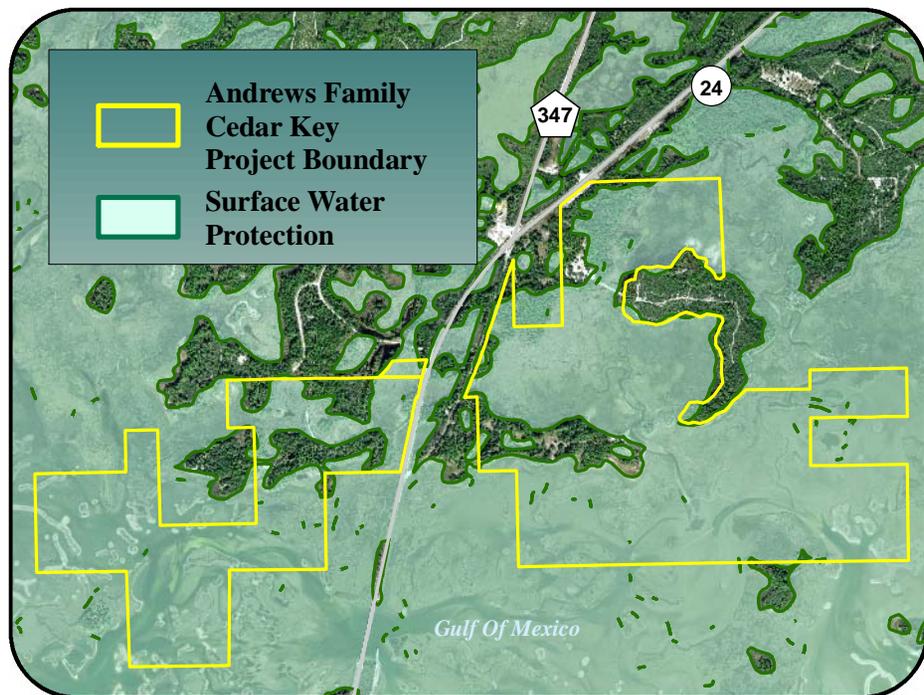
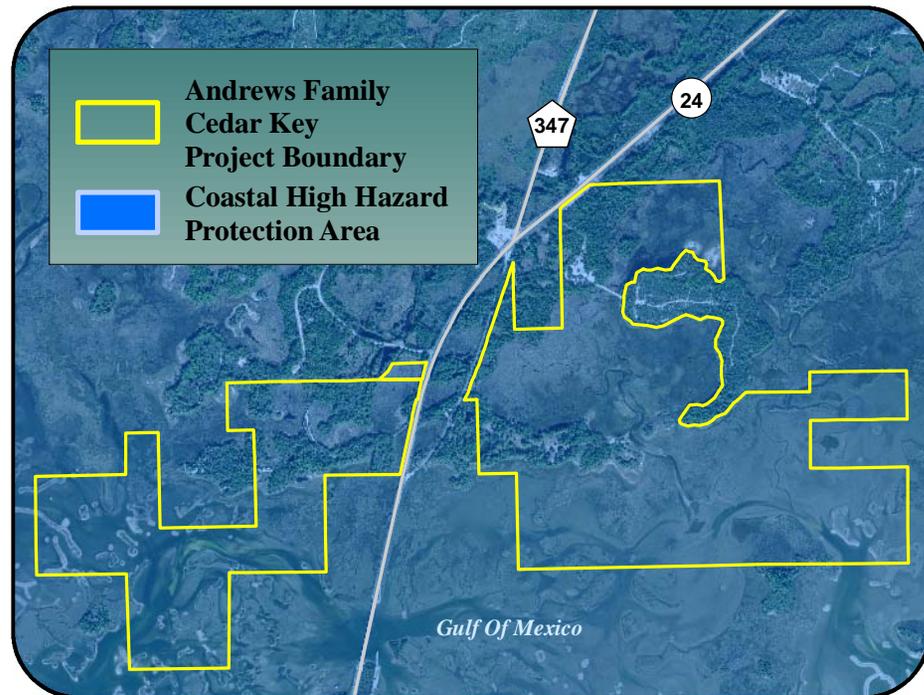
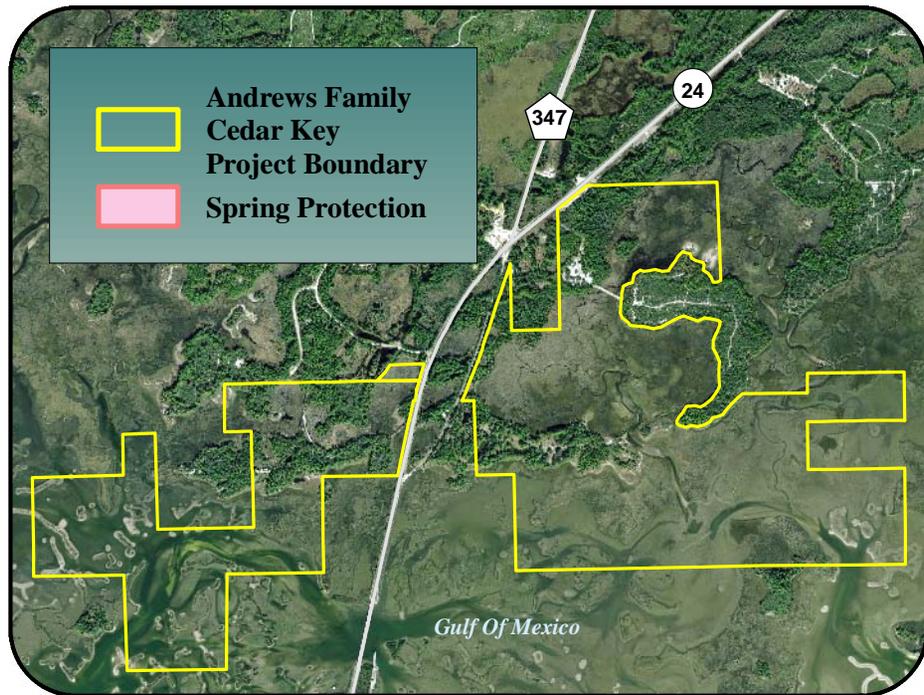
-  Project Boundary
-  Andy Andrews Boundary
-  Other Public Lands



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PM: TD  
GIS: GH  
GBD: 05/2011



**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 2011-08**

**RESOLUTION APPROVING THE ACQUISITION OF PROPERTY OWNED BY DENNIS AND ROBERTA ANDREWS, AND DENNIS, KELBY AND MILES ANDREWS, THE EXERCISE OF AN OPTION TO PURCHASE SAID PROPERTY, AND AUTHORIZATION TO USE FLORIDA FOREVER FUNDS FOR ACQUISITION OF SAID PROPERTY**

**WHEREAS**, the Suwannee River Water Management District has been offered property owned by the Andrews Family, consisting of 662 acres ± in Levy County, Florida, a legal description and map of said property being attached hereto; and

**WHEREAS**, the purchase price for said property shall be \$5,000 per acre for a total of \$3,310,000; and

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

**WHEREAS**, said property serves to protect the estuarine ecosystem of the Gulf of Mexico; and

**WHEREAS**, said property is being acquired in fee for water management purposes; and

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

**WHEREAS**, said property meets one or more goal of the Florida Forever Act as described in FS 259.105(4)(c)6 “The number of acres identified for acquisition to minimize damage from flooding and the percentage of those acres acquired;” FS 259.105(4)(c)7 “the number of acres acquired that protect fragile coastal resources;” FS 259.105(4)(c)8 “The number of acres of functional wetland systems protected;” and will provide for the protection of valuable natural resources; and

**WHEREAS**, said property will be made available for general recreational uses not inconsistent with the water management purposes for which they are being acquired; and

**WHEREAS**, said property shall be maintained in an environmentally acceptable manner and, to the extent possible, compatible with surfacewater protection; and

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

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

**WHEREAS**, the purchase price of the property to be acquired is equal to the appraised value, based on the certified appraisal used to determine the value of the property to be purchased; and

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

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

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

**WHEREAS**, the funds hereinafter requested will be used only for the purchase of said property and acquisition costs which includes fees for survey, appraisal, title insurance, doc stamps and legal activities necessary for the proper transfer of title of said real property; and

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

(1) Acquisition of the described property owned by Dennis and Roberta Andrews, and Dennis, Kelby and Miles Andrews, their successors or assigns, is approved and the Executive Director is authorized to exercise an option on behalf of the District.

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

(3) District hereby approves the use of Florida Forever funds in the sum of approximately \$3,310,000 for land and associated closing costs.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF May, 2011, A.D.**

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

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**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:**

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MEMORANDUM

TO: Governing Board  
FROM: Richard Rocco, Real Estate Coordinator  
DATE: April 13, 2011  
RE: Approval and Execution of Resolution 2011-09 Authorizing Authorizing the Executive Director to Exercise an Option to Purchase the Layman Law Firm/Walker Spring Conservation Easement and Requesting Funds from the Florida Forever Trust Fund

RECOMMENDATION

**Subject to public comment that may be received, staff recommends approval and execution of Resolution 2011-09 authorizing the Executive Director to exercise an option to purchase the 172 acre ± Layman Law Firm/Walker Spring conservation easement in Jefferson County and requesting funds from the Florida Forever Trust Fund for acquisition of said property.**

BACKGROUND

In accordance with Florida Statutes a public hearing is scheduled for May 19, 2011 to take comments on the proposed conservation easement acquisition of approximately 172 acres in Jefferson County for floodplain and surfacewater protection purposes. A summary of salient facts is attached.

/gal  
Layman Law Firm/Walker Spring 09-010  
Attachments

PUBLIC HEARING SUMMARY  
WALKER SPRING CONSERVATION EASEMENT  
MAY 19, 2011

SELLER: Layman Law Firm, P.L.

AREA: 172 acres ±

LOCATION: Jefferson County

WATER RESOURCES VALUES:

Recharge: 0% (0 acres)

Springs Protection: 42% (71.73 acres)

Surfacewater Protection: 53% (90.5 acres)

100-Year Floodplain: 100% (172 acres)

River Frontage: 3,085 feet (.58 miles)

PRICE: \$1,500.00 per acre for a total of approximately \$258,000. Total purchase price is less than the conservation easement value received from appraisers Bob Sutte (\$496,000 or \$2,900/acre) and Robert Nolan (\$718,000 or \$4,200/acre).

ACCESS: The property has direct frontage on paved State Road 257A.

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

INTEREST TO BE ACQUIRED: Perpetual conservation easement

PERPETUAL CONSERVATION EASEMENT TERMS:

- Subdivision. The easement limits all future residential, commercial, industrial, subdivision and development rights. No division of the property will be allowed.
- Spring Withdrawal. The landowner will relinquish future consumptive use permits for withdrawal or commercial use of Walker Spring.
- Wetlands. No harvesting of wetlands or floodplain forests will be permitted on the property. Wetland and floodplain forests will be perpetually protected on 101 acres.
- Construction of Buildings. The only permitted structures on the property will be a one-acre homesite/hunting residence with barns and outbuildings and one existing riverfront cabin on one-half acre.
- Baseline Inventory. A baseline natural resources inventory of existing conditions on the property will be performed during the environmental audit.
- Minerals Removal. No mining or extraction of oil, gas, phosphate, sand, loam, peat, gravel or other minerals.

- Hunting. Landowner will retain full hunting rights over the property.
- Posting. Landowner will have the right to post the land and to exclude public use, trespass or hunting. Pine plantation will continue on 70 acres under an approved forest management plan.
- Compliance. The District will be afforded access to the property for purposes of monitoring the terms of the conservation easement.

TITLE ISSUES: Clear and marketable title will be conveyed at closing.

MANAGEMENT AND NATURAL COMMUNITY GOALS: Protection of the floodplain, riverine buffer and natural forest regeneration will be the primary management objective under the conservation easement. A cypress hardwood swamp forest dominates the floodplain and covers 101 acres. These forests are perpetually protected from harvest and will continue to naturally regenerate.

HYDROLOGIC RESOURCES: Walker Spring is a third magnitude spring with an oval spring pool and ¼ mile spring run to the river. Floodplain wetlands are unaltered and the spring flows unimpeded to the Aucilla River. No hydrologic restoration of either area is recommended.

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

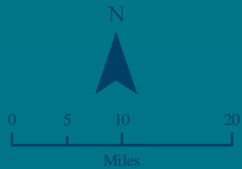
MANAGEMENT COSTS: Annual costs for the conservation easement will average less than \$.50 per acre for annual review and inspection.

# Layman Law Firm Walker Spring CE Jefferson County Florida

 SRWMD Boundary  
 Project Location



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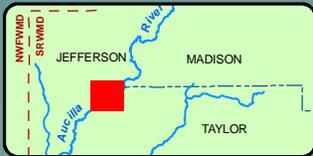


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GB: 05/2011

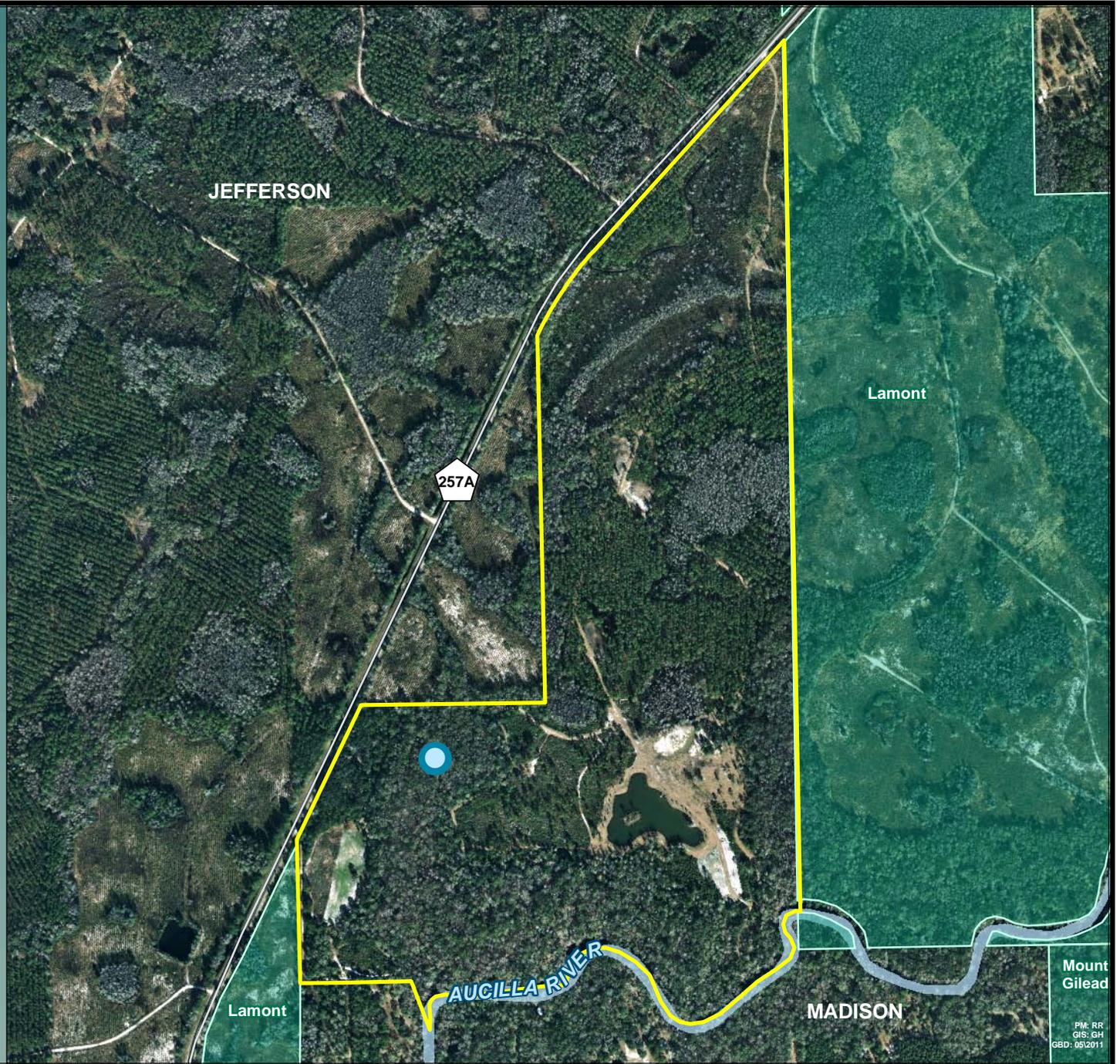
**Layman Law Firm  
Walker Spring CE**

**Jefferson County  
Florida**

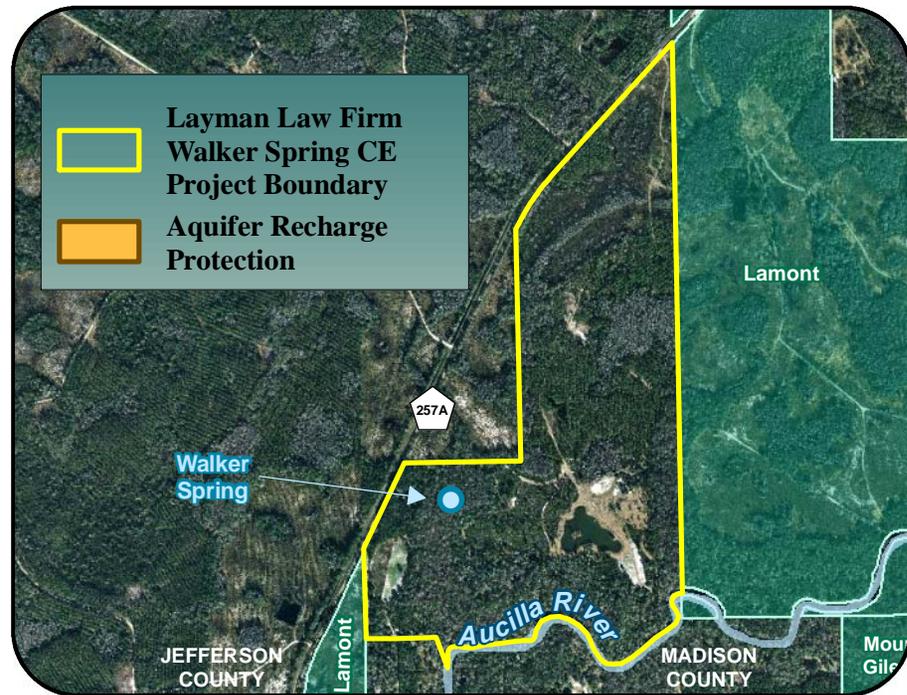
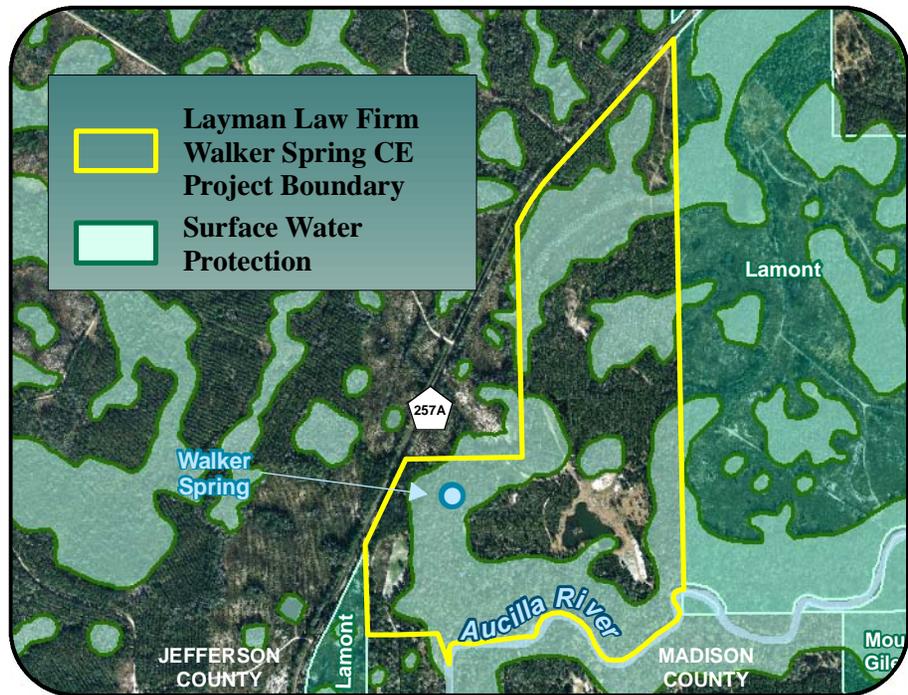
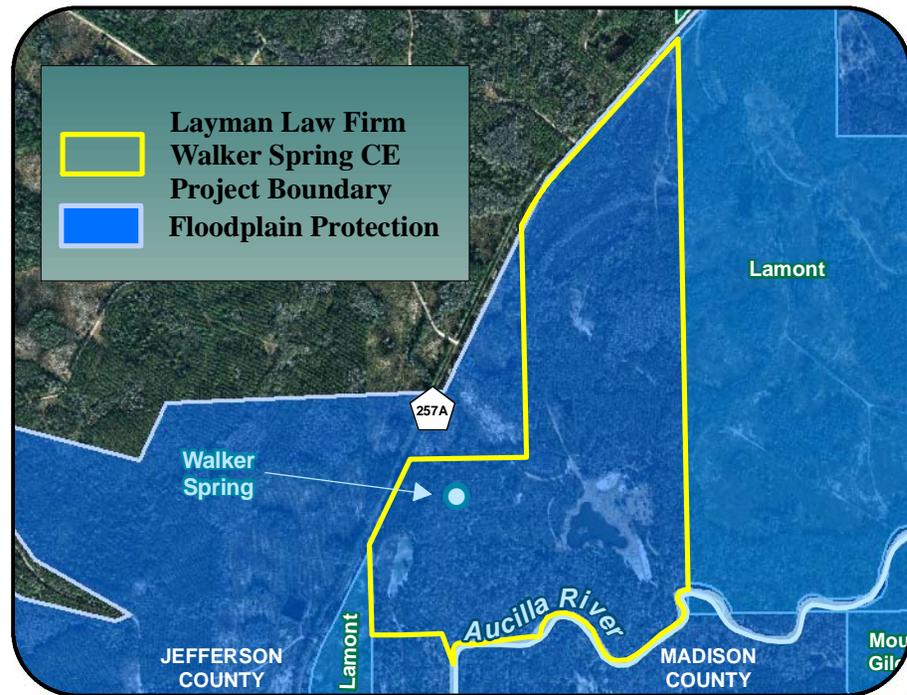
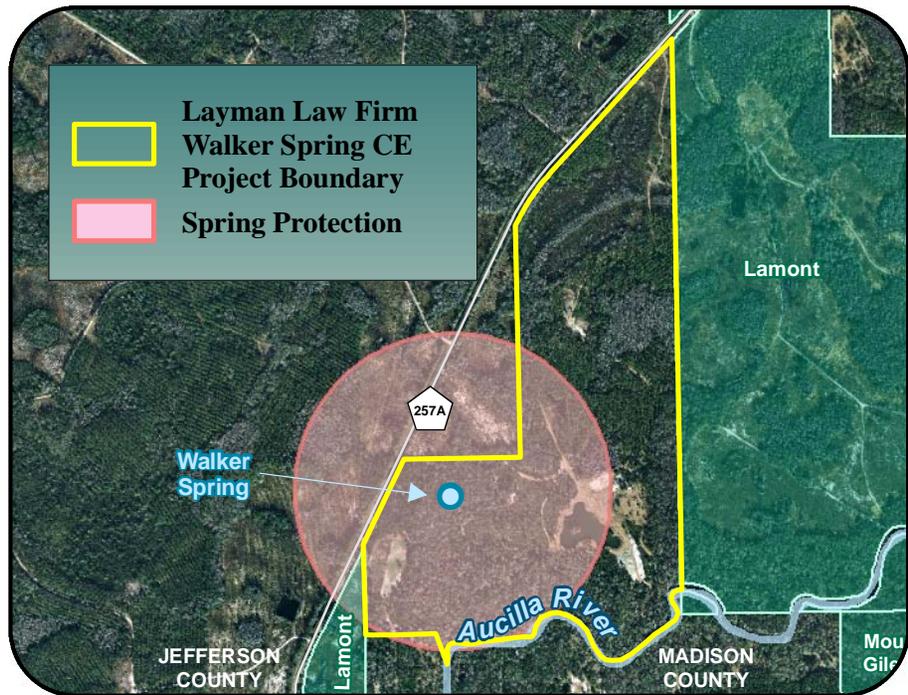
-  **Property Offer**
-  **SRWMD Lands**
-  **Walker Spring**



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PW: RR  
GIS: GH  
GBD: 05/2011



**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 2011-09**

**RESOLUTION APPROVING THE ACQUISITION OF A  
CONSERVATION EASEMENT ON LAND OWNED BY LAYMAN  
LAW FIRM, P.L., AUTHORIZATION FOR THE EXECUTIVE  
DIRECTOR TO EXERCISE AN OPTION TO PURCHASE, AND  
REQUEST FOR FUNDS FROM THE FLORIDA FOREVER TRUST  
FUND FOR ACQUISITION OF SAID EASEMENT**

**WHEREAS**, the Suwannee River Water Management District has been offered a conservation easement on lands owned by Layman Lay Firm, P.L. consisting of 172 acres ± in Jefferson County, Florida, a legal description and map of said lands being attached hereto; and

**WHEREAS**, the purchase price for said easement shall be \$1,500.00 per acre for a total of \$258,000; and

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

**WHEREAS**, said easement is being acquired for water quality protection of the Aucilla River; and

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

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

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

**WHEREAS**, the project contains surfacewater resources that will be perpetually protected and will add to protected resources of adjoining lands; and

**WHEREAS**, should this District subsequently dispose of said easement, all revenues derived therefrom will be used to acquire or manage other lands for

water management, water supply, and the conservation and protection of water resources; and

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

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

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

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

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

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

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

(1) Acquisition of the described conservation easement on lands owned by Layman Law Firm, P.L., their successors or assigns, is approved and the Executive Director is authorized to exercise an option on behalf of the District.

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

(3) District hereby requests the Secretary of the Department of Environmental Protection to approve the release of funds from the Florida Forever Trust Fund in the sum of approximately \$258,000 for land for associated

closing costs pending documentation of District's actual direct acquisition costs at a time then requested and documented by District to Department.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF MAY, 2011 A.D.**

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

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**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:**

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

## CONSERVATION EASEMENT

**THIS CONSERVATION EASEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **LAYMAN LAW FIRM, P.L.**, a Florida limited liability company, whose State of Florida Division of Corporations Document Registration Number is L03000026123, having a mailing address of 1928 S. Patrick Drive, Indian Harbour Beach, Florida 32937 (hereafter referred to as Grantor) and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, FL 32060 (hereinafter referred to as Grantee).

### DEFINITIONS ONLY:

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

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of the Conservation Property located in Jefferson County, Florida; **WHEREAS**, the parties recognize the natural scenic and special characteristics of the Conservation Property and with both parties having a common purpose of conserving the natural values and character of the Conservation Property, Grantor agrees to convey to Grantee a perpetual Conservation Easement on, over and across the Conservation Property, which Conservation Easement conserves the value, character, and ecological integrity of the Conservation Property, and prohibits future development activity on the Conservation Property for this generation and for future generations, pursuant to Section 704.06 Florida Statutes (2009) as amended, except as modified herein; and,

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

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

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

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

retains the right to replace, repair and maintain roads, bridges, culverts, fences, road signs and drainage structures or other structures that exist on the Conservation Property as of the date hereof so long as the character of the improvements is not substantially changed. Grantor may construct temporary roads for access for permitted uses.

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

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

- L. **Fish, Wildlife or Other Habitats.** Permit activities or use of the Conservation Property, or Special Use Area which damages fish, wildlife or other habitats.
  - M. **Forestry Operations.** Grantor shall have the right to conduct forestry operations (Silviculture) only in the Operations Area as shown on Exhibit B in accordance with Best Management Practices (BMP's) on the Operations Areas provided there is no introduction of "off site" species.
  - N. **Permits.** No required permitted activity shall be conducted without prior consent of the Grantee and all required permits from the Federal, Florida, and local governmental agencies as usually required. Nothing in this Conservation Easement shall exempt the Grantor from following accepted permitting practices for environmental activities. Grantor shall comply with all Federal, Florida and local governmental agencies, regulations, and restrictions, including but not limited to environmental resource permits, and drainage permits.
  - O. **Protected Areas.** There shall be no cutting or removal of forest products or alteration of the wetlands in the Protected Areas. The Protected Areas shall be kept in its natural state.
  - P. **Spring Water Use.** Grantor may use the water from the Springs located in the Protected Areas for private use of the Grantee and may not be used for commercial purposes. The Spring may also be used for private recreation purposes.
2. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below): Except as to land management matters, rights not specifically reserved herein are not permitted.
- A. **Sale or Transfer of Interest.** Grantor shall have the right to sell or mortgage the Conservation Property, provided that the Conservation Property may never be divided. Grantee shall have the right to lease ("Lease") to third parties the right to hunt on the Conservation Property for lease terms not to exceed ten (10) years. Any such interest conveyed or leased to third parties shall be subordinate, and, in addition to the other terms hereof, subject to the following terms:
    - (1) **TRANSFERS.** Transfers or re-transfers of the Conservation Property are not limited in number, but may never be made

to more than one individual, corporation, charitable organization, or other legal entity.

- (2) **ADDRESSES.** Grantor and all subsequent owners or Lessees of the Conservation Property shall furnish Grantee their name, current street address and telephone number within thirty (30) days of the transfer or Lease.
- (3) **COURT ORDERS.** In the event, by operation of law or by court order, the Conservation Property is transferred or Leased to more than one individual, corporation, charitable organization, or other legal entity, the holders of these interests or Leases must select one person to receive all notices from Grantee concerning the Conservation Property and that individual must be the party authorized to act on behalf of the other owners or Lessees and to accept service of process in any legal action or administrative proceeding filed by the Grantee. Should the then owners or Lessees fail or refuse to name the one individual to comply with the terms hereof, then the Grantee may, by petitioning the Circuit Court in Columbia County, Florida, request the Court to appoint an individual to be the one person who, on behalf of the other owners or Lessees, accepts notice, acts for the other persons and accepts service of process.
- (4) **SUBSEQUENT OWNERS.** The terms hereof shall be binding on all subsequent owners or Lessees of the Conservation Property and by accepting any Lease, transfer or conveyance from the Grantor, any subsequent Lessee, owner or transferee must agree to abide by the terms of this Conservation Easement, and without limitation, the terms of this paragraph.
- (5) **CONSENT, TRANSFERS AND MORTGAGES.** Other than the transfer or Lease of the Conservation Property set forth in this Paragraph 2.A, Grantor's rights herein may not be transferred, assigned, leased, encumbered or in any way alienated without the prior written consent of Grantee. Grantor may mortgage its interest in the Conservation Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner, including the lending institution and its assignees, if any, shall be bound by the terms of this Conservation Easement.

**B. Hunting.** To observe, maintain, photograph, hunt (with or without

dogs), remove, and harvest wildlife of the Conservation Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions. The rights under this Paragraph, reserved by the Grantor, shall include the right to build and maintain Deer Stands/Blinds. The right to hunt on the Conservation Property shall only be for Grantor or Owner, and their family members or Hunting Lease/Club Guests will be permitted to hunt on the Conservation Property provided they are accompanied by the Owner or a member of Hunting Club

- C. **Construction of Dwelling and Outbuildings.** In addition to the existing dwelling, and storage barn ("Existing Buildings") presently located in the Special use Areas, Grantor may construct a new dwelling or lodge with an outbuilding, the total of which new buildings may not exceed 2000 square feet. The total square footage of the new dwelling and outbuilding with the Existing Buildings will not exceed 3000 square feet. The location of the Special Use Areas shall be as determined by survey prior to closing and shall consist of a total of 1 acre near the Aucilla River and the second dwelling near the pond, not to exceed one half (½) acre in size. The dwellings only may be heated and air conditioned, and the dwellings may be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Federal, Florida, and other local government requirements. If in the event that the buildings are damaged or destroyed beyond repair Grantor shall have the right to rebuild said structures at another location within that Special Use Area in which the buildings were located. Grantor may cut and remove trees in the Special Use Areas.
- D. **Access.** The right to control access to the Conservation Property and to exclude public use, trespassing and hunting with the right to post the Conservation Property. Grantor may control access onto and throughout the Conservation Property with fences and gates, but must furnish Grantee access to inspect the Conservation Property and to perform other activities granted to Grantee.
- E. **Food Plots.** Grantor shall have the right to maintain food plots on a total of \_\_\_\_ acres with no food plot exceeding \_\_\_\_ acres in size within the Operations Area.
- F. **Pond.** There is presently a man made lake or pond ("Pond") located as shown on Exhibit B. Grantor may use the Pond for

private recreational purposes only and may not expand the size or shape of the Pond.

3. **WATER USE PERMIT.** Grantor may not apply for nor use the Conservation Property for extraction of water where there is a requirement by any government agency for consumptive use permit or commercial purposes.
4. **DEVELOPMENT OR TRANSFER.** This Conservation Easement transfers to Grantee all future residential, commercial, industrial, and incidental developmental rights of Grantor on the Conservation Property; provided that Grantee shall not conduct any activity on the Conservation Property prohibited to Grantor by the terms of this Conservation Easement, except for those activities specifically authorized to Grantee.
5. **INSPECTION.** Grantee and its agents, employees and officers (along with accompanied invitees and guests) not less frequently than annually shall have the right to enter and inspect the Conservation Property in a reasonable manner and at reasonable times with proper notification to Grantor to insure and enforce compliance with covenants herein and in furtherance of the affirmative rights of Grantee. Anything herein to the contrary notwithstanding Grantee and its agents, employees and officers shall have the right, at anytime, to enter and inspect the Conservation Property in the event of a suspected violation by the Grantor of the terms and conditions of this Conservation Easement.
6. **ASSIGNMENT.** Except as specifically authorized in this Conservation Easement, Grantor's rights in the Conservation Property reserved hereunder may not be transferred, or assigned, encumbered, nor, in any way, may Grantor alienate the Conservation Property without Grantee's prior written consent after proper notification to Grantor to insure and enforce compliance with the covenants herein and in furtherance of the affirmative rights of Grantee.
7. **CONTROLLED BURNING.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct controlled burning in the Special Use Area, as set forth in the Management Plan, so long as the Grantor uses a properly certified burner and comply with all Federal, Florida and local government agencies, statutes, laws, ordinances, rules, regulations, and restrictions.
8. **LAND USE.** The present land use of the Conservation Property is designated Agriculture by the local County Zoning and Land Use Plan ("Land Use"). Grantor agrees that during the term of this Conservation Easement, that Grantor and its assignees shall not change the Land Use without Grantee's prior written approval except as otherwise provided

herein.

9. **GRANTOR WARRANTY.** Grantor hereby warrants to Grantee that Grantor is fully vested with marketable fee simple title to the Conservation Property and will warrant and defend Grantee's interest in the same created by this Conservation Easement against the lawful claims of all persons.
10. **MODIFICATION.** This Conservation Easement may be modified by a mutual written and signed modification agreement by and between the Grantor and the Grantee, and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (2009) as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Conservation Property is located.
11. **VIOLATION AND ENFORCEMENT.** In the event of violation of the terms and conditions hereof, the Grantor or the Grantee shall give written notice to the other party to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the non-violation party by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Suwannee County, Florida, unless agreed otherwise by the parties. The Grantee may bring an action at law for damage if the violation is such that it cannot be cured. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including costs and fees on appeal.
12. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor:      Layman Law Firm, P.L.  
                                 Christopher A. Layman, Manager.  
                                 1928 S. Patrick Drive  
                                 Indian Harbour Beach, FL 32937  
                                 Phone \_\_\_\_\_  
                                 Fax                    \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

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

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

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

- 13. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecologically and hydrologically significant character of the Conservation Property and have the common purpose and intent of the conservation and preservation of the Conservation Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Conservation Easement upon Grantor to carry out the intent and purpose of this Conservation Easement in regard to Grantor's ownership and occupancy of the Conservation Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.
  
- 14. **MEDIATION.** From time to time the terms and conditions of this Conservation Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Conservation Easement, then in that event, Grantor and

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

15. **AD VALOREM AND OTHER TAXES.** Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Conservation Property.
16. **WAIVERS.** No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
17. **LIMITED USE OF THE CONSERVATION PROPERTY.** The Conservation Easement granted hereby and the covenants herein are subject to the express understanding that the Conservation Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor and Grantee with respect to the Conservation Property are only those specifically stated herein.
18. **TRANSFER OF RIGHTS BY GRANTEE.** Grantee shall be permitted to transfer its interest herein to any other governmental body or governmental agencies, whose purposes include conservation of land or water areas, or the preservation of sites or properties assign its rights under this Conservation Easement, however, any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Conservation Property.
19. **HAZARDOUS WASTES.** Should Grantor at any time during this Conservation Easement, deposit, place or release on the Conservation Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act

(CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Conservation Property, due to the release or alleged release of a hazardous waste on or under the Conservation Property, or gaseous emissions from the Conservation Property and other conditions on this Conservation Easement Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Conservation Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

20. **ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Conservation Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
21. **SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Conservation Easement and this Conservation Easement shall continue as a servitude running in perpetuity with the Conservation Property.
22. **FIRST RIGHT OF REFUSAL** In the event Grantor/Optionor desires to sell or transfer the Conservation Property or property that is adjacent to the Conservation Property (the "Adjacent Property"), to a third party, not a Lineal Descendent, spouse of Grantor, or spouse of such Lineal Descendants, Grantor/Optionor does hereby give to Grantee/Optionee the option ("Option") to acquire the Conservation Property. The Notice of the Option ("Notice") or offer to sell shall be in writing from Grantor/Optionor to Grantee/Optionee and Grantee/Optionee shall have ninety (90) days thereafter from receipt of the written Notice to submit an offer of price and terms in writing to the Grantor/Optionor. Grantor/Optionor may either sell the property so offered to Grantee/Optionee at the price and for the terms specified, or place the property on the market for sale to a third party. Upon receiving a bonafide offer from a third party, the Grantor/Optionor

shall notify the Grantee/Optionee, in writing, within five days of receipt of the bonafide offer, setting forth the terms and conditions of the bonafide offer. In the event that the bonafide offer does not exceed 120% of the price offered by Grantee/Optionee pursuant to the Notice, then Grantee/Optionee shall have the option to (A) purchase the property at the lesser of the price offered pursuant to the Notice or the bonafide offer, or (B) reject the offer. In the event the bonafide offer exceeds 120% over the Notice price offered by Grantee/Optionee and it is rejected by Grantee/Optionee, then Grantor/Optionor may sell the property to the bonafide third party.

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

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

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

23. **EMINENT DOMAIN.** If all or any part of the Conservation Property is taken under the power of eminent domain by public authority, or otherwise acquired by such authority through a purchase in lieu of taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interest in the Conservation Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds or a separate award thereof, as applicable. The net proceeds from the

Conservation Property acquired under such taking or threat thereof, shall be distributed among Grantor and Grantee in shares and in proportion to the fair market value of their interest in the Conservation Property on the date of execution of this Conservation Easement.

**24. MISCELLANEOUS.**

- A. This Conservation Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever.
- B. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes(2009), as amended from time to time, or any other law providing limitations on claims.
- C. Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- D. Grantor hereby waives any defense of estoppel based on failure of Grantee to enforce the terms of this Conservation Easement, adverse possession or prescription.
- E. The granting of this Conservation Easement does not convey to the public the right to enter the Conservation Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this provision.
- F. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Conservation Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Conservation Property free of any liens

arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

- G. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement.
- H. If circumstances arise in the future such as render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, or as otherwise specifically permitted herein. The parties believe that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.
- I. Any general rule of construction to the contrary notwithstanding this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement and the policy and purpose of Section 704.06, Florida Statutes (2009). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- J. Any provisions of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision or persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected hereby.

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

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**LAYMAN LAW FIRM, P.L.**

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

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

By:\_\_\_\_\_  
Christopher A. Layman  
Manager

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Christopher A. Layman, as Manager of Layman Law Firm, P.L., a Florida limited liability company, on behalf of said company, \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ whom produced \_\_\_\_\_, as identification.

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

**EXHIBIT "A"**

**PARCEL 1:**

**TRACT "A"**

**TOWNSHIP 2 SOUTH, RANGE 5 EAST**

**SECTION 29:**

Commence at the Northwest corner of SW¼ of said Section 29 and run N 89°08'19" E, 344.48 feet to the Point of Beginning, from said Point of Beginning continue thence N 89°08'19" E, 2291.97 feet; thence S 00°00'19" E, 1098.31 feet to the right bank of the Aucilla River; thence Westerly along said river bank as follows: S 1°25'41" W, 108.97 feet; S 13°19'09" W, 101.19 feet; S 20°38'26" E, 110.0 feet; S 52°44'23" W 272.39 feet; S 45°15'02" W, 159.08 feet; S 52°18'56" W, 99.17 feet; S 72°44'01" W, 104.81 feet; N 48°12'49" W, 70.40 feet; N 25°32'14" W, 221.30 feet, N 58°23'10" W, 373.05 feet; S 48°58'04" W, 323.98 feet; S 84°59'07" W, 227.77 feet; S 87°53'55" W, 92.68 feet; S 82°42'27" W, 146.77 feet; S 88°49'12" W, 77.14 feet to a concrete monument; thence leaving said river run N 78°32'20" W, 186.41 feet; thence S 89°56'12" W, 347.19 feet; thence N 89°54'52" W, 257.37 feet; thence N 00°03'32" W, 756.48 feet to the Southeasterly right of way of State Road C-257; thence N 26°29'28" E along said right of way, 770.60 feet to the Point of Beginning.

SUBJECT TO a 20-foot Access Easement along the West and South sides.

**AND**

**TRACT "B"**

**TOWNSHIP 2 SOUTH, RANGE 5 EAST**

**SECTION 29:**

Commence at the Northwest corner of SW¼ of said Section 29 and run S 00°03'32" E, 1440.99 feet; thence S 89°54'52" E, 257.37 feet; thence N 89°56'12" E, 347.19 feet to the Northeast corner of that property described in Official Records Book 126, page 375 and the Point of Beginning, from said Point of Beginning, run S 78°32'20" E, 186.41 feet to the right bank of the Aucilla River; thence S 76° 48'16" W along said river 160.10 feet; thence leaving said river, run N 20°01'38" W, 78.32 feet to the Point of Beginning.

**AND**

**PARCEL 2:**

**TOWNSHIP 2 SOUTH, RANGE 5 EAST**

**SECTION 29:** E $\frac{1}{2}$  of NW $\frac{1}{4}$  lying South and East of the right of way of State Road 257, LESS all lands lying and being in the S.A.L. Railroad right of way.

**TOGETHER WITH:**

**TOWNSHIP 2 SOUTH, RANGE 5 EAST**

**SECTION 20:** SW $\frac{1}{4}$  lying South and East of the right of way of State Road 257.

MEMORANDUM

TO: Governing Board  
FROM: Richard Rocco, Real Estate Coordinator  
DATE: April 13, 2011  
RE: Approval and Execution of Resolution 2011-10 Authorizing the Executive Director to Exercise an Option to Purchase the Richard M. Slezak Trust/Holton Creek Addition Property and Requesting Funds from the Florida Forever Trust Fund

RECOMMENDATION

**Subject to public comment that may be received, staff recommends approval and execution of Resolution 2011-10 authorizing the Executive Director to exercise an option to purchase the 30-acre ± Richard M. Slezak Trust/Holton Creek Addition in Hamilton County, and requesting funds from the Florida Forever Trust Fund for acquisition of said property.**

BACKGROUND

In accordance with Florida Statutes a public hearing is scheduled for May 19, 2011 to take comments on the proposed acquisition of approximately 30 acres in Hamilton County for floodplain and surfacewater protection purposes. A summary of salient facts is attached.

/gal  
Slezak Trust /Holton Creek Addition 11-02  
Attachments

PUBLIC HEARING SUMMARY  
RICHARD M. SLEZAK TRUST/HOLTON CREEK ADDITION  
MAY 19, 2011

SELLER: Richard M. Slezak Trust

AREA: 30 acres ±

LOCATION: Hamilton County

**WATER RESOURCES VALUES:**

Recharge: 0% (0 acres)

Springs Protection: 100% (30 acres)

Surfacewater Protection: 67% (20 acres)

100-Year Floodplain: 100% (30 acres)

River Frontage: 1,470 feet (.28 miles)

PRICE: \$4,000.00 per acre for a total of approximately \$120,000. Total purchase price is less than the appraised value received from appraiser Richard Hale (\$150,000 or \$5,000/acre).

ACCESS: The tract is accessible through District property in the surrounding 2,531-acre Holton Creek Wildlife Management Area.

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

INTEREST TO BE ACQUIRED: Fee Title.

SURPLUS LANDS ANALYSES: This project configuration has been reviewed from both a water resources perspective and management perspective. The review determined that the entire 30 acres is needed for conservation purposes. No portion of this tract is recommended for declaration as surplus.

TITLE ISSUES: The District will accept an undivided 25% interest in the oil gas and other minerals reserved to the Grace H. Dansby Revocable Trust as a permitted title exception. The District will control the remaining undivided 75% interest at closing.

MANAGEMENT AND PUBLIC USE GOALS: This parcel is a critical in-holding of the SRWMD Holton Creek Tract. It will be managed as in cooperation with the Florida Fish and Wildlife Conservation Commission's Holton Creek Wildlife Management Area.

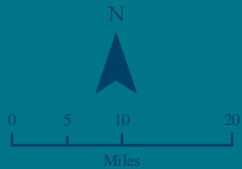
HYDROLOGIC RESOURCES: The spring run of first magnitude Holton Creek spring forms the entire west boundary of the property to its confluence with the Suwannee River and its southerly boundary. These surfacewater features are in a natural state and condition. The river bluff bottomland, hardwood natural community will not require additional management costs.

# Slezak Trust Holton Creek Addition Hamilton 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: 5/2011

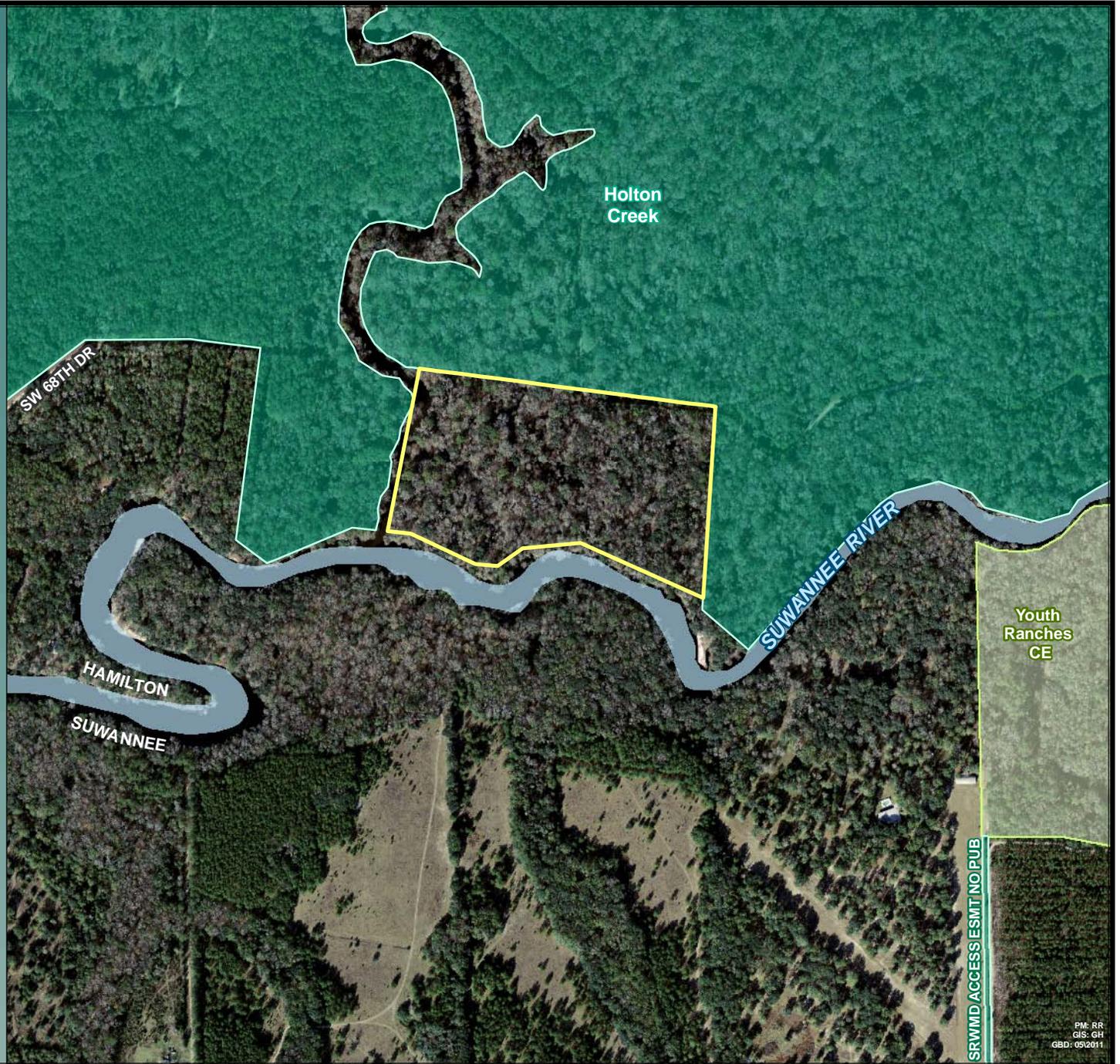
# Slezak Trust Holton Creek Addition

Hamilton County  
Florida

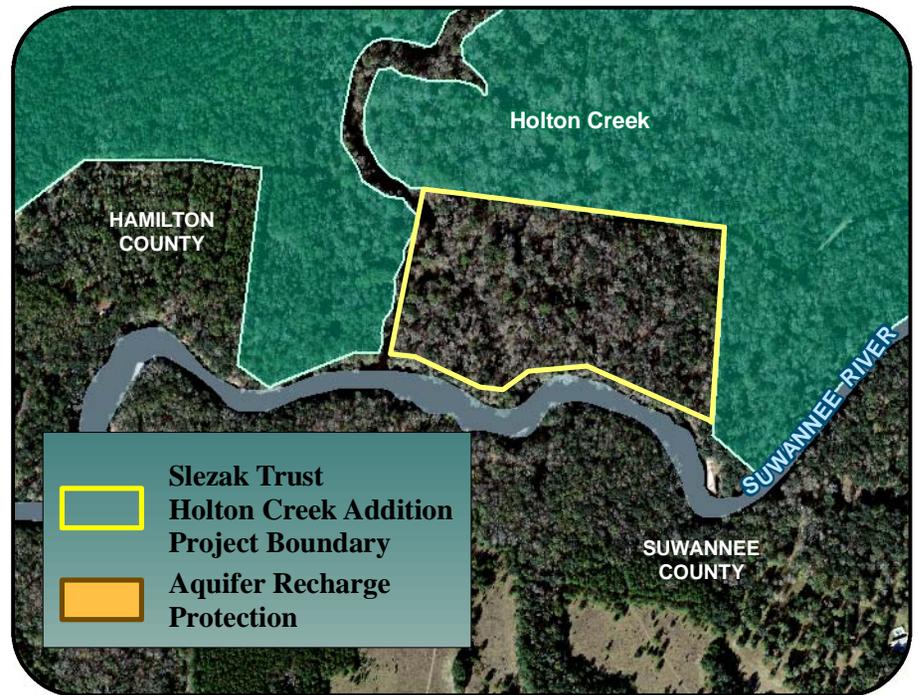
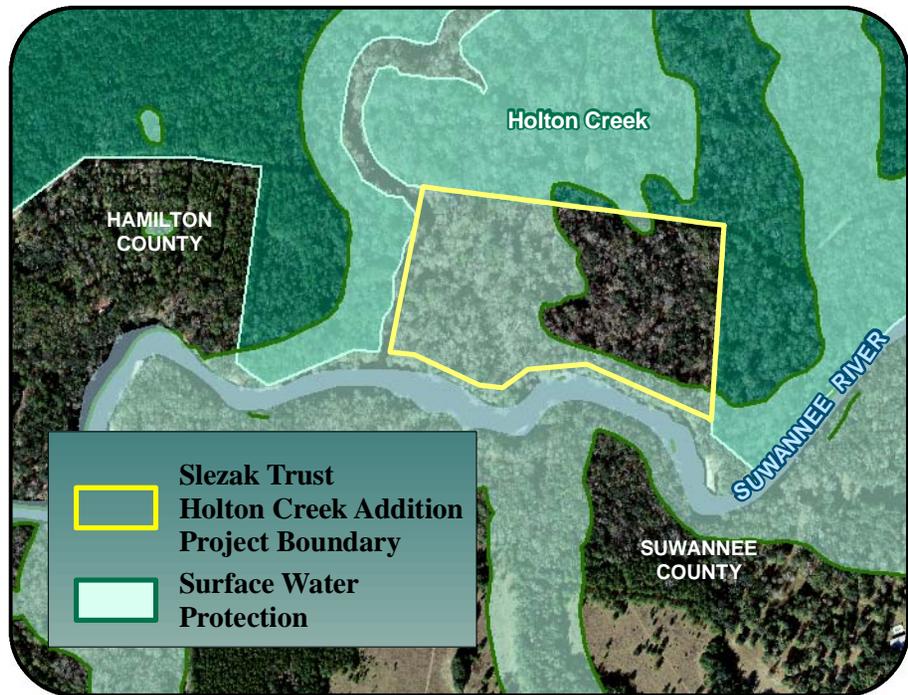
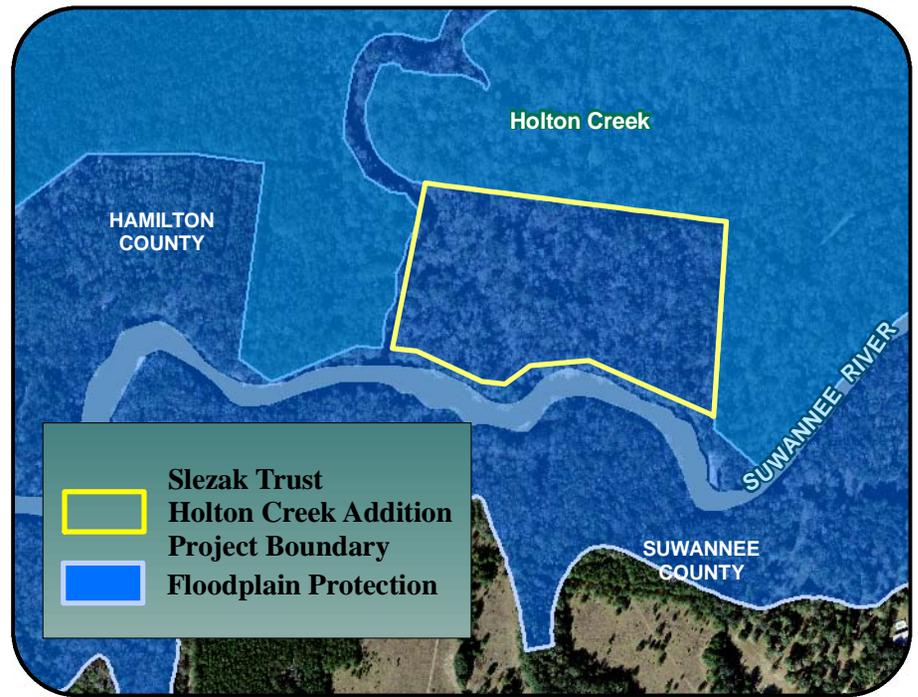
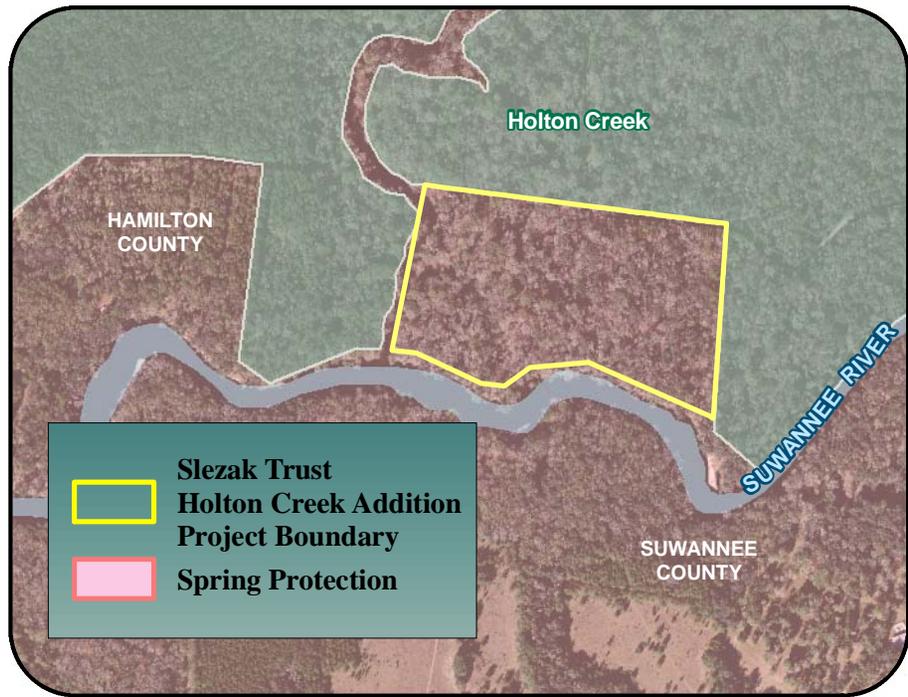
-  Property Offer
-  SRWMD Lands
- SRWMD**
-  Conservation Easement



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PM: RR  
GIS: GH  
GBD: 05/2011



**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 2011-10**

**RESOLUTION APPROVING THE ACQUISITION OF LAND OWNED BY THE RICHARD M.SLEZAK TRUST, AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO EXERCISE AN OPTION TO PURCHASE, AND REQUEST FOR FUNDS FROM THE FLORIDA FOREVER TRUST FUND FOR ACQUISITION OF SAID LANDS**

**WHEREAS**, the Suwannee River Water Management District has been offered lands owned by Richard M. Slezak Trust consisting of approximately 30 acres in Hamilton County, Florida, a legal description and map of said lands being attached hereto; and

**WHEREAS**, the purchase price for said easement shall be \$4,000.00 per acre for a total of \$120,000; and

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

**WHEREAS**, said lands are being acquired for water quality protection of Holton Creek and the Suwannee River; and

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

**WHEREAS**, said lands meet one or more goals of the Florida Forever Act as described in FS 259.105 and contribute specifically to the achievement of Florida Forever goals: (4)(a)1, (4)(c)4-6 and (4)(c)8; and

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

**WHEREAS**, the project contains surfacewater resources that will be perpetually protected and will add to protected resources of adjoining lands in the Holton Creek Wildlife Management Area; and

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

**WHEREAS**, said lands have been appraised by one independent real estate appraiser and were approved for acquisition after duly noticed public hearing thereon; and

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

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

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

**WHEREAS**, an environmental audit shall be performed prior to closing; and

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

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

(1) Acquisition of the described lands owned by the Ricahrd M. Slezak Trust, its successors or assigns, is approved and the Executive Director is authorized to exercise an option on behalf of the District.

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

(3) District hereby requests the Secretary of the Department of Environmental Protection to approve the release of funds from the Florida Forever Trust Fund in the sum of approximately \$120,000 for land and

associated closing costs pending documentation of District's actual direct acquisition costs at a time then requested and documented by District to Department.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF MAY, 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  
N. DAVID FLAGG  
JAMES L. FRALEIGH  
CARL E. MEECE  
GUY N. WILLIAMS**

**ATTEST:**

---

## MEMORANDUM

TO: Governing Board  
FROM: Terry E. Demott, Senior Land Resource Coordinator  
DATE: April 12, 2011  
SUBJECT: Declaration of Surplus Lands

### RECOMMENDATION

**Staff recommends the Governing Board declare the three parcels listed herein as no longer needed for conservation purposes. In addition, staff requests authorization to conduct appraisals on the properties, to contract with qualified real estate brokers for marketing the properties and to contract with qualified surveyors if the need arises to prepare legal descriptions.**

### BACKGROUND

As part of the District's effort to dispose of property not needed for conservation purposes, three tracts have been selected for surplus. The Wolf Creek and Withlacoochee Quail Farm properties were acquired with Florida Forever Funds. The Woods Ferry property was acquired with moneys from the Water Management Lands Trust Fund. The Wolf Creek, Withlacoochee Quail Farm and Woods Ferry Tracts have been examined by the Governing Board Surplus Lands Committee comprised of Carl Meece, David Flagg and Ray Curtis.

At the committee's direction, it is staff recommendation that these tracts be prepared for sale. Each of the tracts was evaluated based on guidelines provided in Program Directive 2011-01, which was adopted by the Board in March 2011. After successful negotiations, the Governing Board will have the opportunity to review and approve each sale as acceptable offers are received.

| Tract Name               | Acre +/- | County    | Current Zoning | Appraisal Assignment |
|--------------------------|----------|-----------|----------------|----------------------|
| Wolf Creek               | 30       | Jefferson | Conservation   | Fee Simple           |
| Withlacoochee Quail Farm | 65       | Madison   | Conservation   | Fee Simple           |
| Woods Ferry              | 29       | Suwannee  | Conservation   | Fee Simple           |

gal  
008-00477

**SRWMD  
SURPLUS PARCEL ASSESSMENT**

TRACT: Wolf Creek

COUNTY: Jefferson

ACREAGE: 30 acres ±

TRACT DESCRIPTION: The Wolf Creek parcel contains pines planted in 1997 and bottomland or transitional hardwoods.

PARENT TRACT: The 704-acre parent tract was purchased in May 2009 and contains frontage on the Aucilla River and associated floodplain and wetlands. This proposal represents approximately 4% of the tract.

ACCESS: The property has frontage along Henry Tram Road, a Jefferson County graded road.

CURRENT ZONING: Conservation

INTERESTS TO BE RETAINED: The tract is recommended first for negotiations with the neighboring landowner who has a District conservation easement or, if this is unsuccessful, to be sold without restrictions.

**RESOURCE REVIEW**

(a) Water Resources:

- Recharge: 0% (0 acres)
- Springs Protection: 0% (0 acres)
- Surface Water Protection: 10% (3 acres)
- 100-year Floodplain: 14% (4.3 acres)

(b) Management Efficiency:

Public and land management access will be retained to the parent tract on Henry Tram Road. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

(c) Public Use:

There are no public use sites on this proposed parcel.

(d) Archaeological, Historical:

No Records.

Ecological Records:

Protected Plants: No Records

Protected Animals: No Records

Exotic Plants: No Records

Natural Communities: Mesic flatwoods - 27 acres

Dome swamp - 2 acres

Marsh - 1 acre

Wet flatwoods - 1 acre

(e) Linkage:

This parcel is on the edge of the parent tract. It separates the main tract from a 40-acre parcel but both parcels are accessible from Henry Tram Road. Proposed new acquisitions along the Aucilla River would not be affected by this proposal.

(f) Adverse Impact to Future Management:

Staff recommends specifically notifying potential buyers that the property is adjacent to public lands managed with prescribed fire. This notice should be placed on the deed to notify all future owners.

(g) Marketability:

The property is presumed to be marketable on the open real estate market.

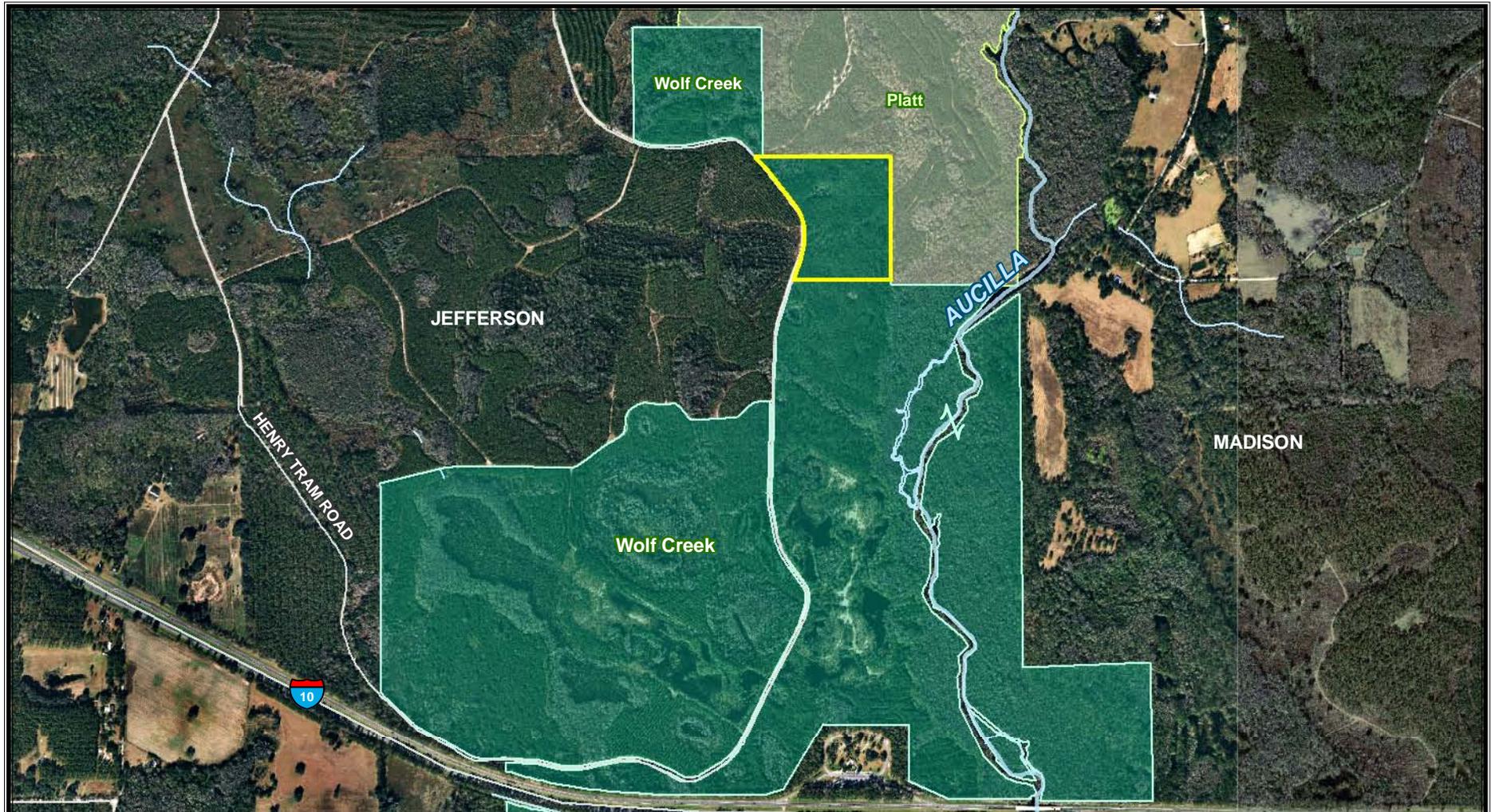
(h) Other Public Land Managers:

Public managers will be notified if the Committee approves the parcel for Governing Board consideration.

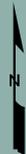
(i) Preservation 2000:

Florida Forever Bond Funds were expended in this acquisition.

ANALYSIS: The 30 acres of the Wolf Creek parcel are recommended for surplus as described above.



-  Wolf Creek = 30 Acres (+/-)
-  SRWMD Fee Land
-  SRWMD CE
-  Rivers & Streams

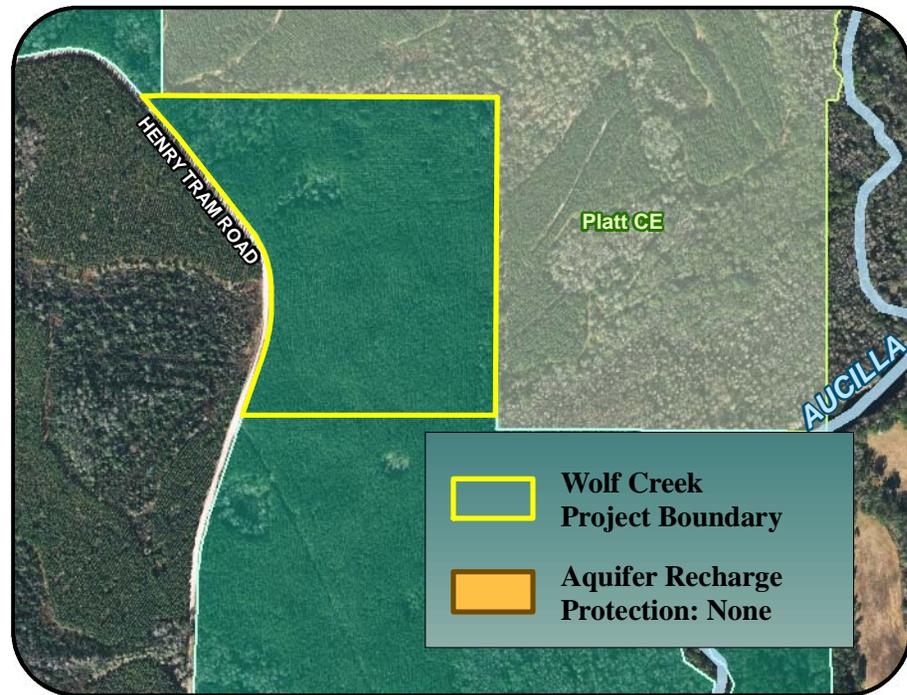
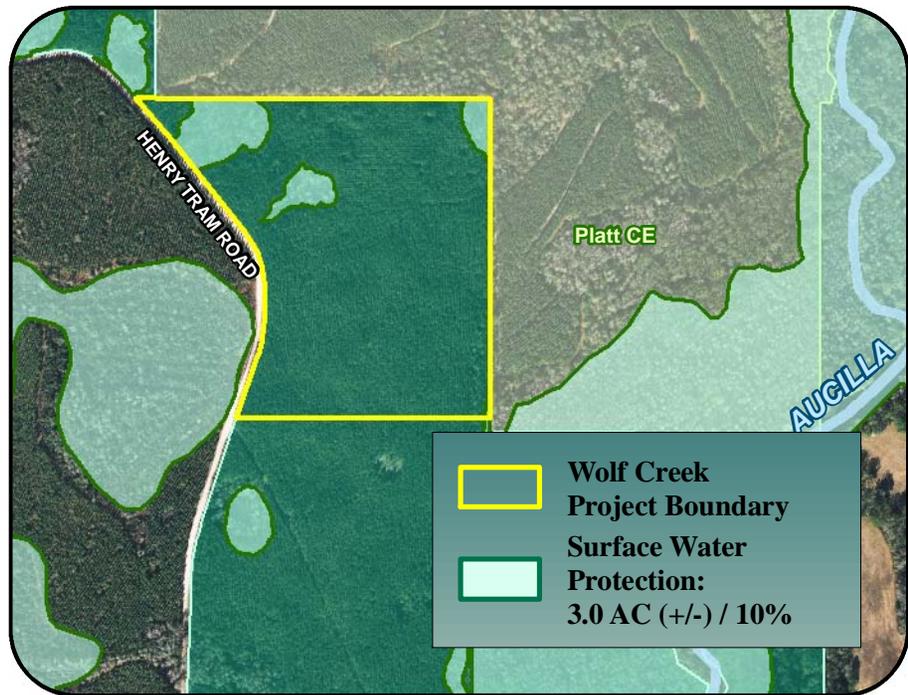
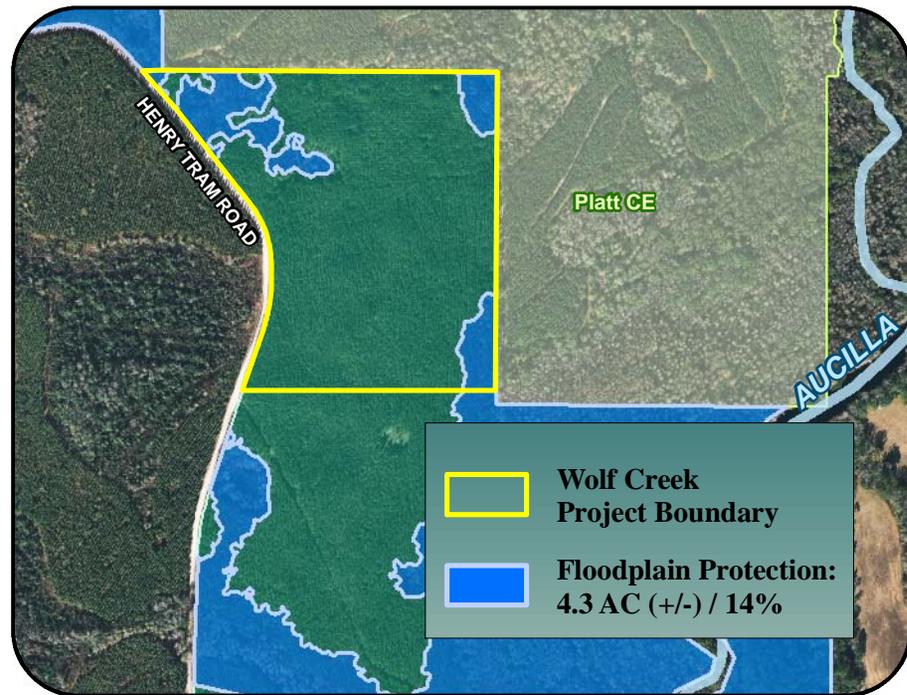
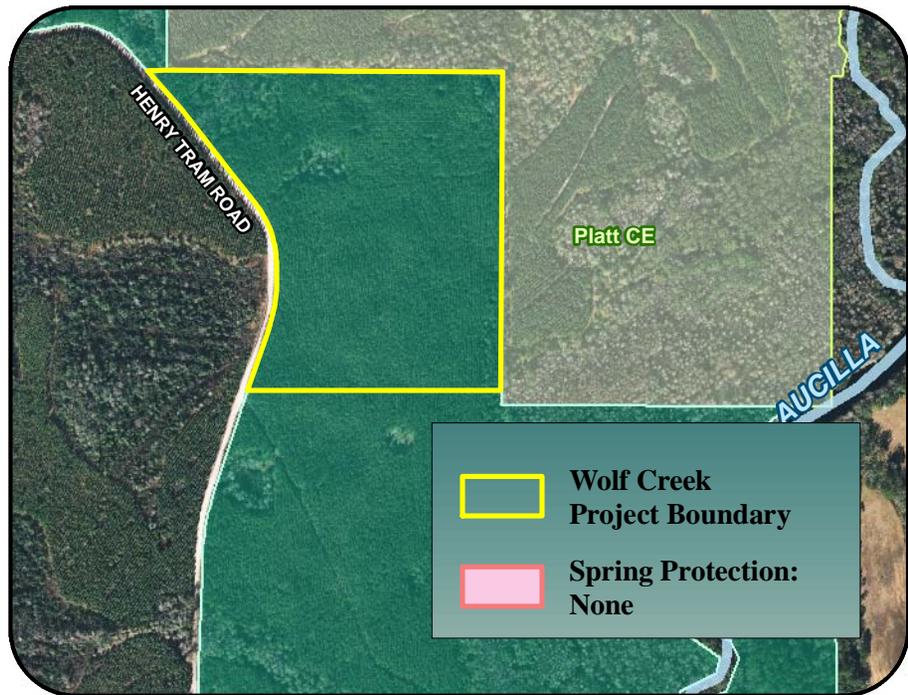


### Wolf Creek Jefferson County, FL



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Date: 04/20/2011



**SRWMD  
SURPLUS PARCEL ASSESSMENT**

TRACT: Withlacoochee Quail Farm

COUNTY: Madison

ACREAGE: 65 acres ±

TRACT DESCRIPTION: The Withlacoochee Quail Farm parcel contains natural pine and upland hardwoods.

PARENT TRACT: The 761-acre parent tract was purchased in September 2006 and contains frontage on the Withlacoochee River and associated floodplain and wetlands. This proposal represents approximately 9% of the tract.

ACCESS: The property has frontage along Old Blue Springs Road, a Madison County graded road.

CURRENT ZONING: Conservation

INTERESTS TO BE RETAINED: The tract is recommended to be sold without restrictions.

**RESOURCE REVIEW**

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 0% (0 acres)

100-year Floodplain: 0% (0 acres)

(b) Management Efficiency:

Public and land management access will be retained to the parent tract on Old Blue Springs Road, existing roads and an access easement located south of the surplus tract. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

(c) Public Use:

There are no public use sites on this proposed parcel.

(d) Archaeological, Historical:

No Records.

Ecological Records:

Protected Plants: No Records

Protected Animals: No Records

Exotic Plants: Mimosa, Chinaberry and Chinese Wisteria - 1.5 acres

Natural Communities: Upland Pine Forest - 65 acres

(e) Linkage:

This parcel is on the edge of the parent tract. Proposed new acquisitions along the Withlacoochee River would not be affected by this proposal.

(f) Adverse Impact to Future Management:

Staff recommends specifically notifying potential buyers that the property is adjacent to public lands managed with prescribed fire. This notice should be placed on the deed to inform all future owners.

(g) Marketability:

The property is presumed to be marketable on the open real estate market.

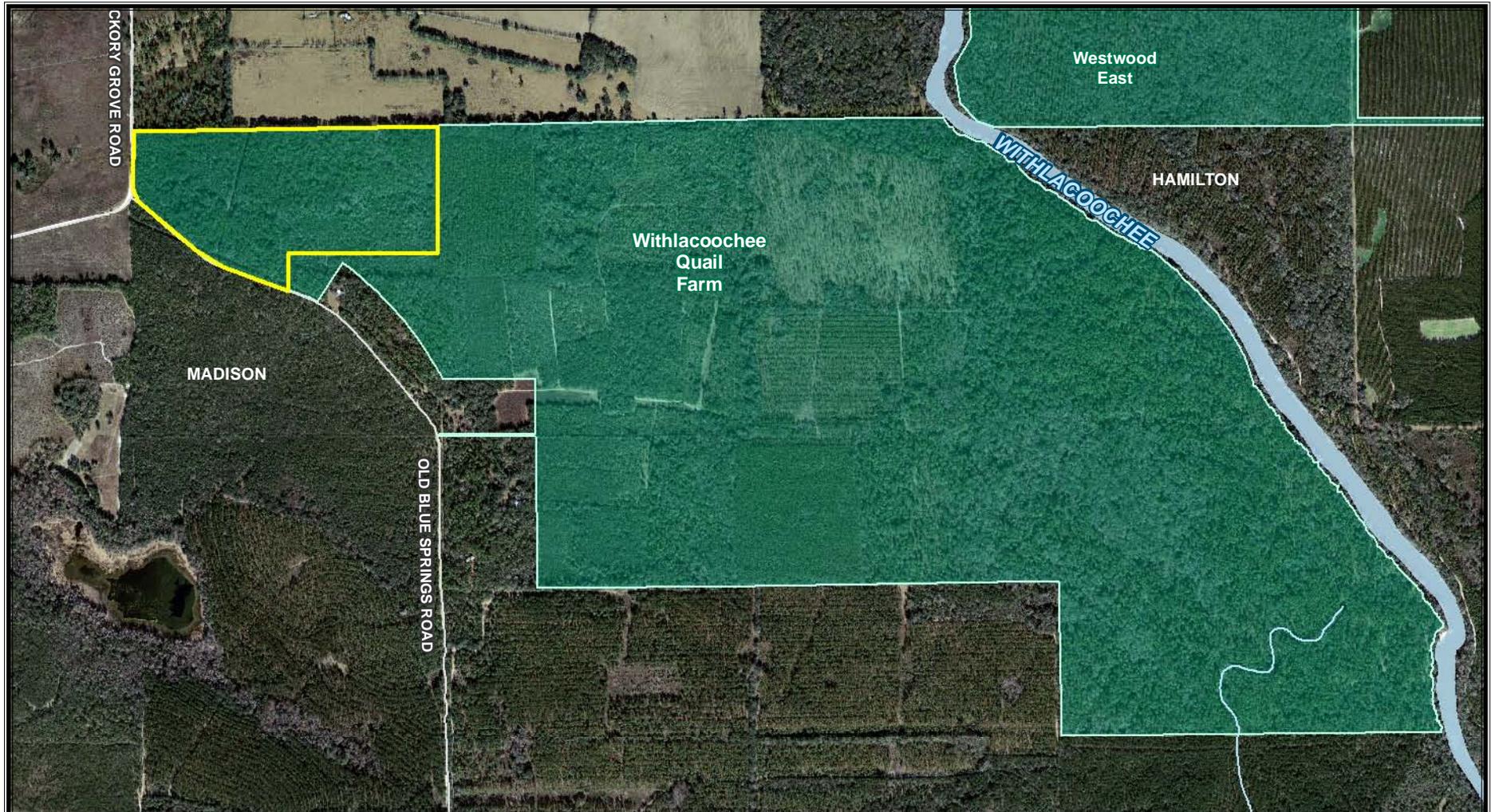
(h) Other Public Land Managers:

Public managers will be notified if the Committee approves the parcel for Governing Board consideration.

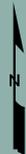
(i) Preservation 2000:

Florida Forever Bond Funds were expended in this acquisition.

**ANALYSIS:** The 65 acres of the Withlacoochee Quail Farm parcel is recommended for surplus.



-  Withlacoochee Quail Farm = 65 Acres (+/-)
-  SRWMD Fee Land
-  Rivers & Streams

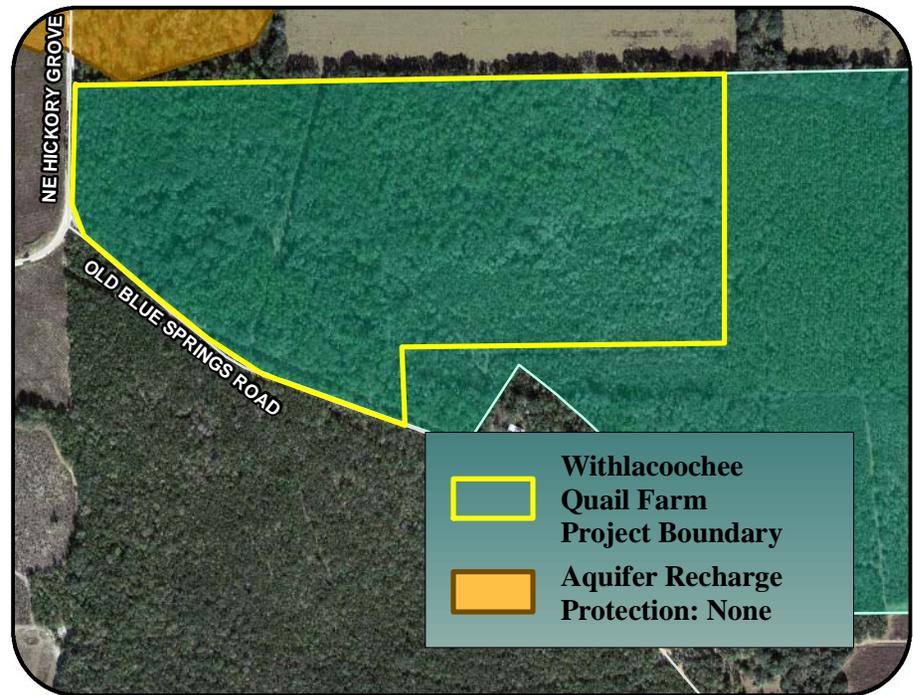
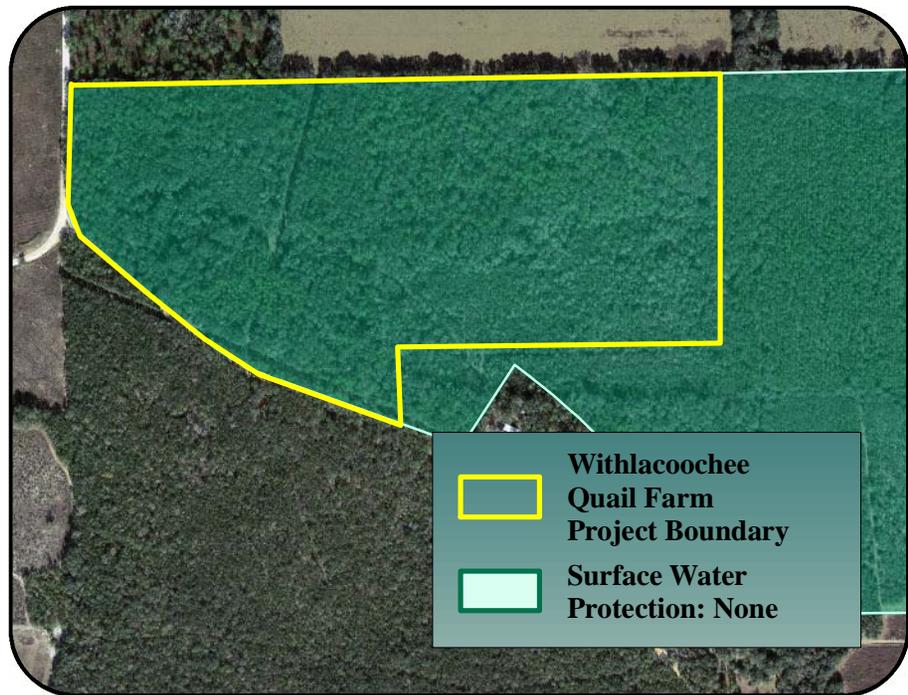
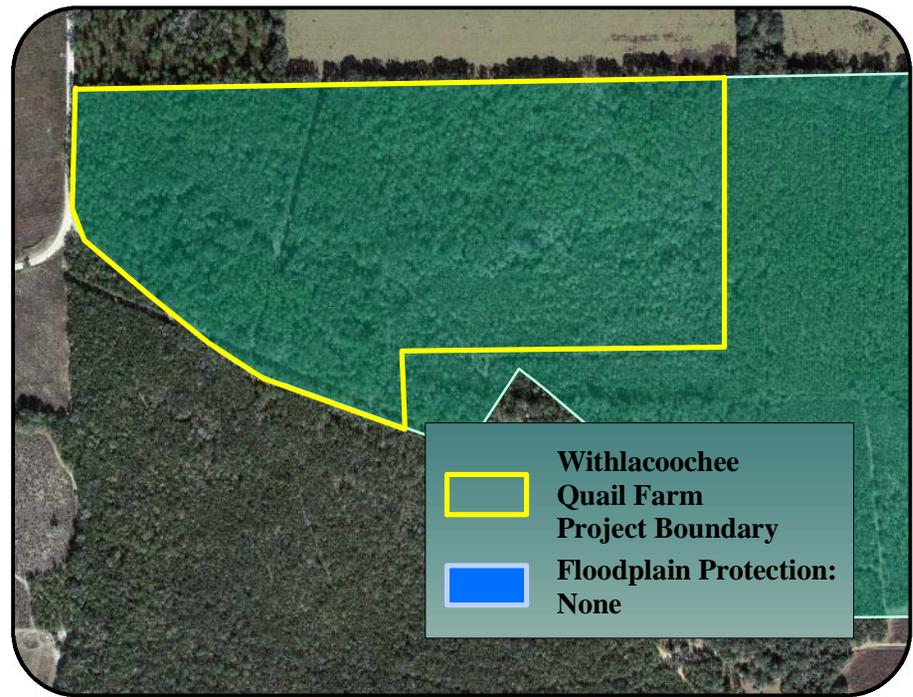
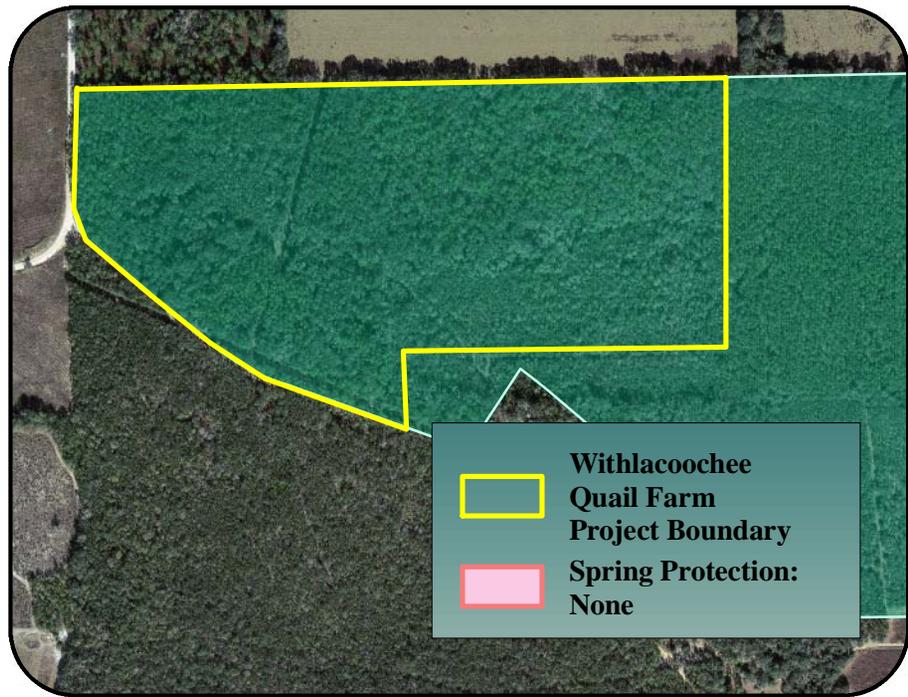


### Withlacoochee Quail Farm Madison County, FL



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Date: 04/20/2011



**SRWMD  
SURPLUS PARCEL ASSESSMENT**

TRACT: Woods Ferry

COUNTY: Suwannee

ACREAGE: 29 acres ±

TRACT DESCRIPTION: The Woods Ferry parcel contains thinned slash pine planted in 1960, natural pine and bottomland hardwoods.

PARENT TRACT: Bought in December 1988 from Container Corporation of America, the 1,089-acre tract contains frontage on the Suwannee River, and associated floodplain and wetlands. This proposal represents approximately 3% of the tract.

ACCESS: The property has frontage along 60<sup>th</sup> Place and 57<sup>th</sup> Drive, Suwannee County graded roads.

CURRENT ZONING: Conservation

INTERESTS TO BE RETAINED: The tract is recommended to be sold without restrictions.

**RESOURCE REVIEW**

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 9% (2.6 acres)

100-year Floodplain: 0% (0 acres)

(b) Management Efficiency:

Public and land management access will be retained to the parent tract on an existing internal road located west of the surplus tract and 60th Place. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

(c) Public Use:

There are no public use sites on this proposed parcel. The public access road will be buffered 100 ft. from the new property line.

(d) Archaeological, Historical:

No Records.

Ecological Records:

Protected Plants: Hooded Pitcher Plant (state threatened)

Protected Animals: No Records

Exotic Plants: No Records

Natural Communities: Mesic flatwoods - 10 acres

Dome swamp - 5 acres

Sandhill - 13 acres

Wet flatwoods - 1 acre

(e) Linkage:

This parcel is on the edge of the parent tract and adjacent to subdivided developed lots along the river. This area is not in any proposed acquisition plan.

(f) Adverse Impact to Future Management:

Staff recommends specifically notifying potential buyers that the property is adjacent to public lands managed with prescribed fire. This notice should be placed on the deed to notify all future owners.

(g) Marketability:

The property is presumed to be marketable on the open real estate market.

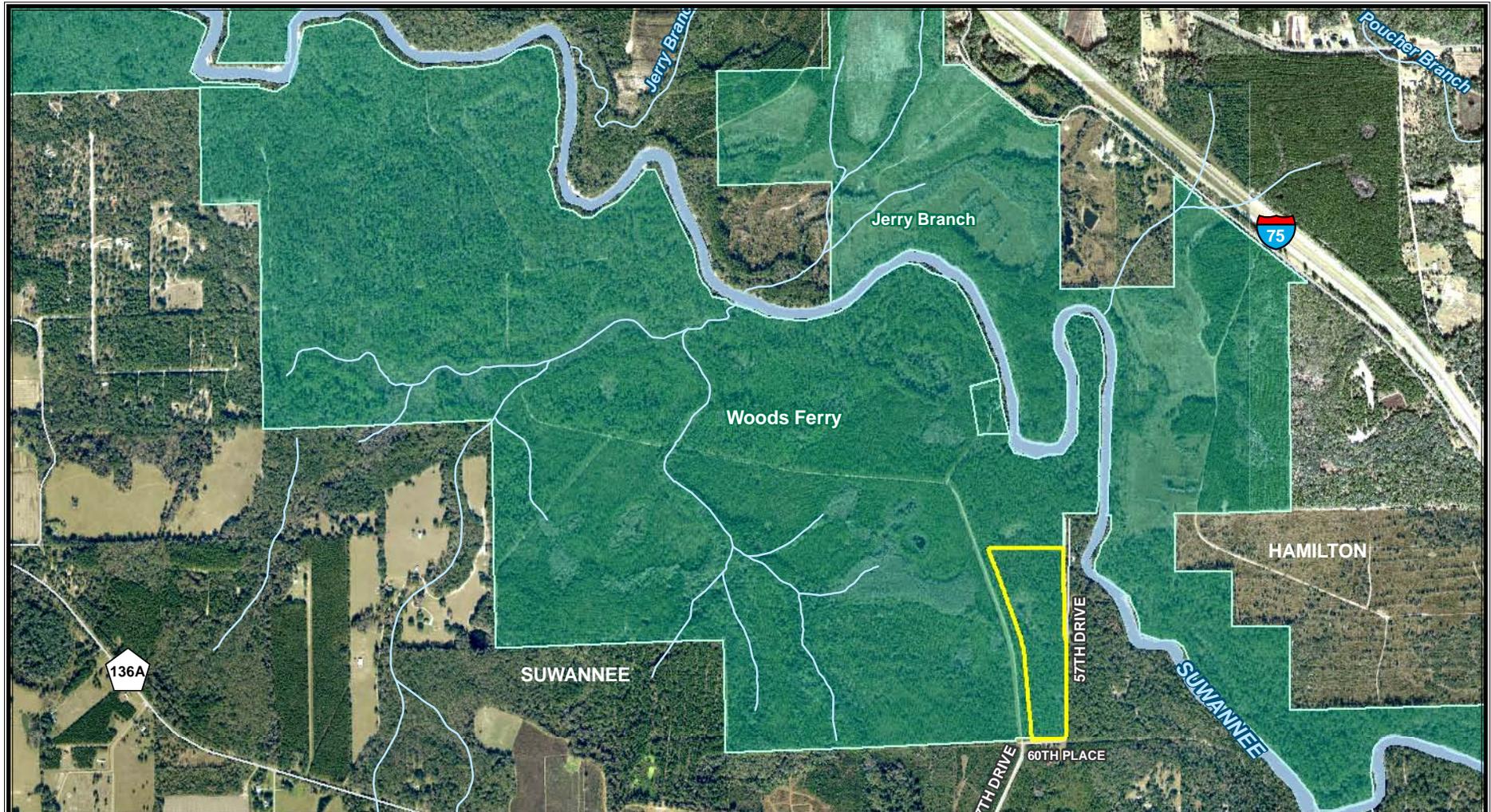
(h) Other Public Land Managers:

Public managers will be notified if the Committee approves the parcel for Governing Board consideration.

(i) Preservation 2000:

Water Management Lands Trust Funds were expended in this acquisition.

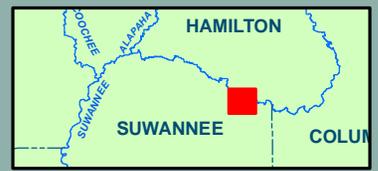
ANALYSIS: The 29 acres of the Woods Ferry parcel is recommended for surplus.



-  Woods Ferry = 29 Acres (+/-)
-  SRWMD Fee Land
-  Rivers & Streams

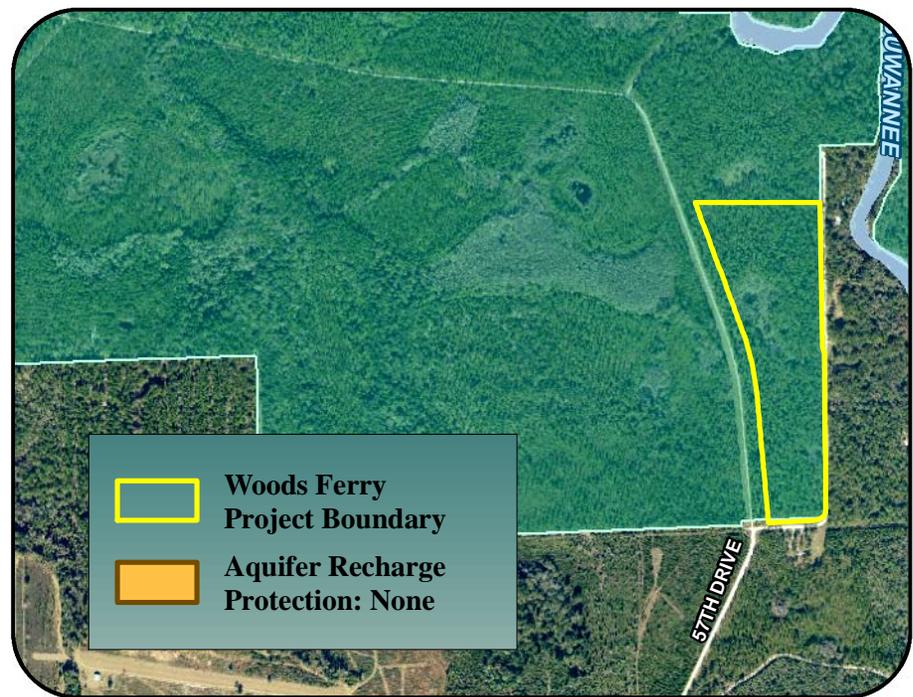
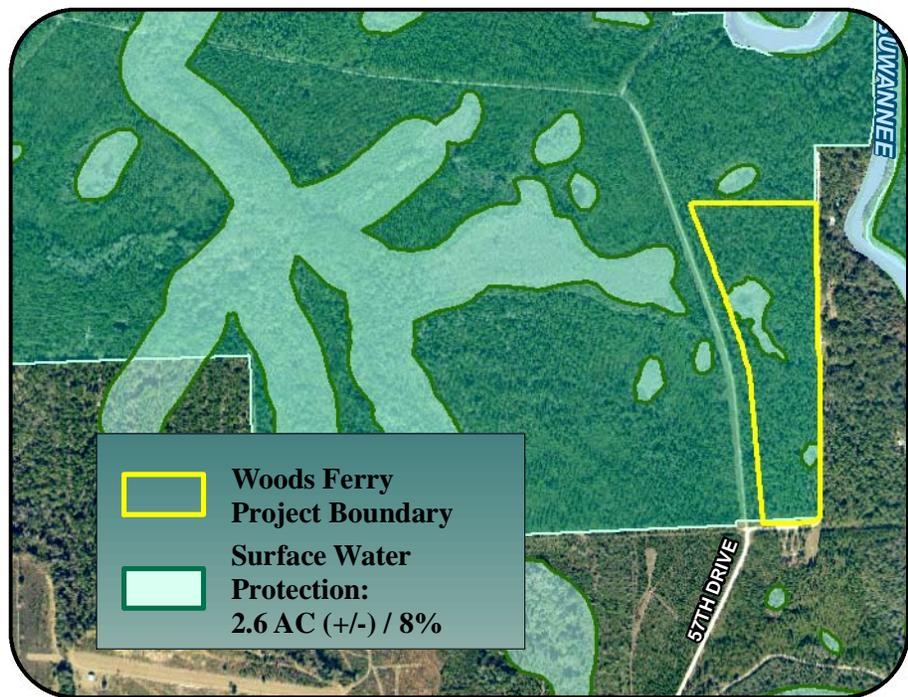
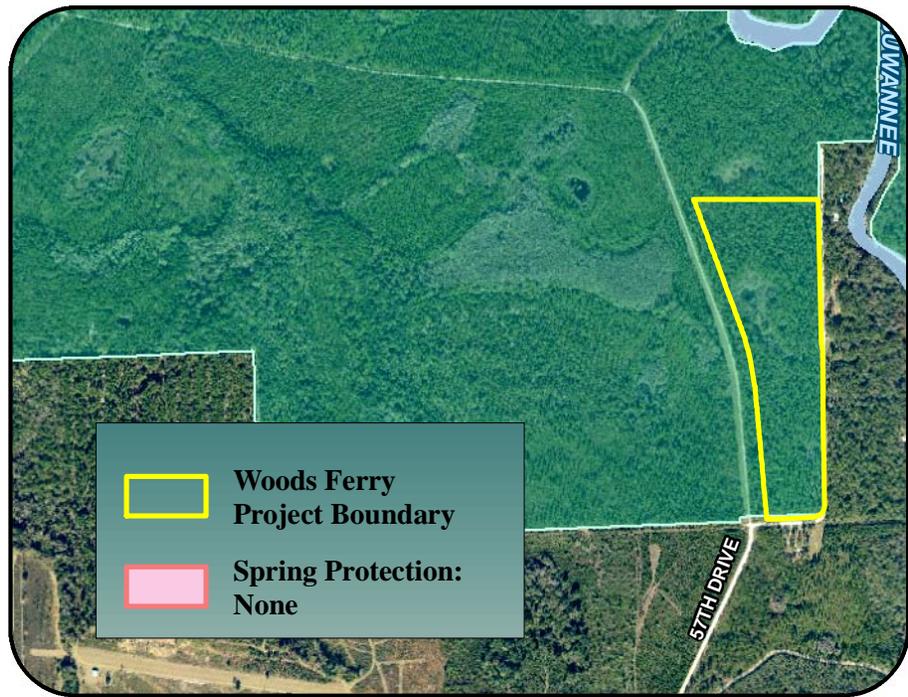


### Woods Ferry Suwannee County, FL



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Date: 04/20/2011



## MEMORANDUM

TO: Governing Board  
FROM: Gwen Lord, Business Resource Specialist  
DATE: April 18, 2011  
RE: Consideration of Resolution 2011-11 Requesting Reimbursement of Preacquisition Costs and Land Management Expenses for the Quarter Ending March 31, 2011

### RECOMMENDATION

**Staff recommends approval and execution of Resolution 2011-11, requesting the Department of Environmental Protection reimburse the District from the Water Management Lands Trust Fund (WMLTF) for preacquisition costs in the amount of \$157,507.06 and quarterly land management expenses in the amount of \$913,653.17 expended during the quarter ending March 31, 2011.**

### BACKGROUND

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

Preacquisition costs cover most expenditures involving program administration and parcel-specific costs incurred prior to execution of a purchase agreement. Direct acquisition costs, including land costs, surveys, appraisals, and legal fees are either requested at the time of contract execution or are reconciled with preacquisition funding after the closing of each particular transaction. Preacquisition costs for the last quarter totaled \$157,507.06.

Land management costs for the same period totaled \$913,653.17. The largest share of this amount was for contractual services, which included site preparation, and forest management agreements.

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003-00100

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 2011-11**

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

**WHEREAS**, the Suwannee River Water Management District has expended funds for certain costs in the acquisition of fee or other legal interest in lands necessary to carry out the five-year plan of acquisition filed with the Legislature and the Florida Department of Environmental Protection and consistent with Section 373.199, Florida Statutes (F.S.); and

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

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

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

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

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

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

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

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

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

**WHEREAS**, the requested funds are within the 2011 Fiscal Year Budget for preacquisition costs and management costs; and,

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

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

**WHEREAS**, the specific acquisition costs are set forth in attachments to this resolution showing expenditures and commitments from January 1, 2011, through March 31, 2011, in the amount of \$157,507.06, and

**WHEREAS**, the specific commitments and expenditures for said management, maintenance, and capital improvements are set forth in attachments to this resolution showing expenditures and commitments from January 1, 2011, through March 31, 2011, in the amount of \$913,653.17.

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

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

(2) District hereby requests the Secretary of the Department of Environmental Protection to release from the Water Management Lands Trust Fund to District the sum of \$157,507.06 for District's acquisition costs necessary to carry out the five-year plan of acquisition.

(3) District hereby requests the Secretary of the Department of Environmental Protection to release from the Water Management Lands Trust Fund the sum of \$913,653.17 for District's expenditures for management, maintenance, and capital improvements of lands previously acquired under Water Management Lands Trust Fund as specifically set forth in the attachments to this resolution.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF MAY 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:**

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PRE-ACQUISITION COSTS FOR THE QUARTER ENDED MARCH 31, 2011

|                                       |                     |
|---------------------------------------|---------------------|
| Staff Salaries                        | \$61,379.88         |
| Insurance                             | \$10,574.40         |
| Retirement                            | \$7,229.02          |
| FICA                                  | \$4,613.24          |
| <b>TOTAL SALARIES &amp; BENEFITS</b>  | <b>\$83,796.54</b>  |
| Other Personal Services               | \$0.00              |
| Legal services                        | \$20,969.94         |
| Contractual Services                  | \$45,187.00         |
| <b>TOTAL OTHER PERSONAL SERVICES</b>  | <b>\$66,156.94</b>  |
| Printing & Binding                    | \$0.00              |
| Publication of Notices                | \$123.58            |
| Postage                               | \$0.00              |
| Meetings                              | \$0.00              |
| Registrations & Training              | \$475.00            |
| Travel                                | \$871.00            |
| Utilities                             | \$0.00              |
| Communications                        | \$0.00              |
| Vehicle Maintenance                   | \$0.00              |
| Facilities Maintenance                | \$0.00              |
| Equipment Maintenance                 | \$0.00              |
| Field Supplies                        | \$0.00              |
| Office Supplies                       | \$0.00              |
| Computer Supplies                     | \$0.00              |
| Fuel & Lubricants                     | \$0.00              |
| Maps & Aerials                        | \$0.00              |
| Books & Documents                     | \$0.00              |
| Non-Capital Land Improvements         | \$0.00              |
| Photographic Supplies                 | \$0.00              |
| Graphic Arts Supplies                 | \$0.00              |
| Office Support Equipment              | \$0.00              |
| Other Commodities                     | \$0.00              |
| Computer Software                     | \$0.00              |
| Equipment Rental                      | \$0.00              |
| Fees & Permits                        | \$0.00              |
| Other Current Charges                 | \$0.00              |
| <b>TOTAL EXPENSES</b>                 | <b>\$1,469.58</b>   |
| Office Equipment                      | \$0.00              |
| Mobile Equipment                      | \$0.00              |
| Field Equipment                       | \$0.00              |
| <b>TOTAL OPERATING CAPITAL OUTLAY</b> | <b>\$0.00</b>       |
| Land Improvements                     | \$0.00              |
| <b>TOTAL OPERATING CAPITAL OUTLAY</b> | <b>\$0.00</b>       |
| Interagency Expenditures              | \$6,084.00          |
| <b>TOTAL INTERAGENCY EXPENDITURES</b> | <b>\$6,084.00</b>   |
| <b>TOTAL PRE-ACQUISITION COSTS</b>    | <b>\$157,507.06</b> |

MANAGEMENT COSTS FOR THE QUARTER ENDED MARCH 31, 2011

|                                       |                     |
|---------------------------------------|---------------------|
| Staff Salaries                        | \$106,912.91        |
| Insurance                             | \$18,876.19         |
| Retirement                            | \$12,561.09         |
| FICA                                  | \$7,959.16          |
| <b>TOTAL SALARIES &amp; BENEFITS</b>  | <b>\$146,309.35</b> |
| Other Personal Services               | \$0.00              |
| Legal Services                        | \$8,536.87          |
| Audit Services                        | \$0.00              |
| Contractual Services                  | \$688,665.05        |
| <b>TOTAL OTHER PERSONAL SERVICES</b>  | <b>\$697,201.92</b> |
| Payments In Lieu Of Taxes             | \$0.00              |
| Printing & Binding                    | \$627.50            |
| Publication of Notices                | \$338.30            |
| Postage                               | \$0.00              |
| Meetings                              | \$0.00              |
| Registrations & Training              | \$806.50            |
| Travel                                | \$450.79            |
| Utilities                             | \$174.95            |
| Communications                        | \$1,350.07          |
| Vehicle Maintenance                   | \$0.00              |
| Facilities Maintenance                | \$4,402.35          |
| Equipment Maintenance                 | \$389.28            |
| Field Supplies                        | \$56,594.68         |
| Office Supplies                       | \$89.75             |
| Computer Supplies                     | \$0.00              |
| Fuel & Lubricants                     | \$0.00              |
| Maps & Aerials                        | \$0.00              |
| Books & Documents                     | \$92.75             |
| Office Support Equipment              | \$2,938.98          |
| Non-Capital Land Improvements         | \$0.00              |
| Photographic Supplies                 | \$0.00              |
| Other Commodities                     | \$0.00              |
| Computer Software                     | \$0.00              |
| Equipment Rental                      | \$0.00              |
| Property & Casualty Ins               | \$0.00              |
| Fees & Permits                        | \$500.00            |
| Other Current Charges                 | \$0.00              |
| <b>TOTAL EXPENSES</b>                 | <b>\$68,755.90</b>  |
| Office Equipment                      | \$0.00              |
| Computer Equipment                    | \$0.00              |
| Mobile Equipment                      | \$0.00              |
| Field Equipment                       | \$0.00              |
| <b>TOTAL OPERATING CAPITAL OUTLAY</b> | <b>\$0.00</b>       |
| Construction                          | \$0.00              |
| Land Improvements                     | \$0.00              |
| <b>TOTAL OPERATING CAPITAL OUTLAY</b> | <b>\$0.00</b>       |
| Interagency Expenditures              | \$1,386.00          |
| <b>TOTAL INTERAGENCY EXPENDITURES</b> | <b>\$1,386.00</b>   |
| <b>TOTAL MANAGEMENT COSTS</b>         | <b>\$913,653.17</b> |

## MEMORANDUM

TO: Governing Board

FROM: Terry Demott, Sr. Land Resource Coordinator

DATE: April 12, 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 May 19, 2011 Governing Board meeting.

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| APPROVED PROJECTS   | STATUS  |
|---|---|
| Andrews Family<br>Cedar Key #4 West & Lukens Reserve<br>Levy County<br>897 acres ±                  | On October 12, 2010 the Governing Board approved a detailed assessment for conservation easement and fee simple appraisal on these properties. An offer has been made to and accepted by Dennis and Roberta Andrews, and Dennis, Kelby and Miles Andrews. Request for approval for acquisition of these two properties will be presented at the May 19, 2011 Governing Board meeting. |
| Cooley Family/Cooley CE<br>Jefferson County<br>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 has been prepared for Governing Board review.   |
| Floyd Family/Floyd CE<br>Jefferson County<br>600 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 has been prepared for Governing Board review.   |
| Guerry, Bryan and Candace<br>Surplus Property Exchange<br>Columbia County<br>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<br>Landing Conservation Easement<br>Suwannee County<br>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 has prepared a final draft of the conservation easement.  |
| Layman Law Firm/Walker Spring CE<br>Jefferson County<br>172 acres ±                                 | Appraisals are complete. An offer authorization has been prepared for Governing Board review.   |
| Nyman, George and Sharon<br>Suwannee River Oaks CE<br>Gilchrist County<br>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. Timber valuation and appraisals are complete. An offer authorization is being prepared.   |

|   |   |
|---|---|
| Rock Bluff Springs Co. LLC/Rock Bluff Spring<br>Gilchrist County<br>176 acres ± | On November 14, 2010 the Governing Board approved detailed assessment of this parcel. Title review is complete, and two appraisers have started work to value the property. First draft of the appraisals are due May 15, 2011.                                   |
| Santa Fe Springs LLC/Sawdust Spring<br>Columbia County<br>234 acres ±           | 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 are complete and have been reviewed by the District's review appraiser. |
| Slezak Trust/Holton Creek Addition<br>Hamilton County<br>30 acres ±             | This parcel was approved for detailed assessment on January 12, 2011. Appraisals are complete. An offer authorization is being prepared and a public hearing to consider purchase approval is scheduled for May 19, 2011.   |

| <b>SURPLUS LANDS</b> | <b>STATUS</b>  |
|----------------------|--|
|                      | 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. Sale of the 320-acre Westwoods West surplus tract to Herring Farms Inc. occurred April 7, 2011. |

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<br>\$123,750   |
| 1       | Bay Creek North | 24    | Columbia  | 02/1988       | WMLTF          | 6/14/2010      | 7/12/2010    | Fee<br>\$60,720  |
| 1       | Owens Spring    | 77    | Lafayette | 03/1999       | P2000          | 6/14/2010      | 7/12/2010    | Fee<br>\$277,200   |
| 1       | Westwood West   | 320   | Madison   | 12/1988       | WMLTF          | 6/14/2010      | 7/12/2010    | Sale of the<br>320-acre<br>Westwoods<br>West surplus<br>tract to Herring<br>Farms Inc.<br>occurred April<br>7, 2011. |
| 1       | Blue Sink       | 79    | Suwannee  | 12/1988       | WMLTF          | 6/14/2010      | 7/12/2010    | Fee<br>entire parcel<br>\$281,600<br>40-acre parcels<br>\$154,000  |
| 2       | Jennings Bluff  | 70    | Hamilton  | 02/1989       | WMLTF          | 7/30/2010      | 8/16/2010    | Fee entire tract<br>\$215,600  |
| 2       | Adams South     | 60    | Lafayette | 05/1990       | WMLTF          | 7/30/2010      | 8/16/2010    | Fee entire tract<br>\$191,400  |
| 3       | Hunter Creek    | 120   | Hamilton  | 09/2002       | P2000          |                | 11/18/2010   | Fee (3 parcels)<br>\$343,200<br>Conservation<br>Easement (3<br>parcels)<br>\$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      |              | Leased to FWC   |
| 3       | Steinhatchee Rise          | 42    | Dixie     | 02/1996       | P2000          | 8/27/2010      | 11/18/2010   | Fee entire tract<br>\$126,940<br>Conservation<br>easement<br>\$97,020 |
| 3       | Timber River               | 1     | Madison   | 03/1998       | WMLTF          | 8/27/2010      | 11/18/2010   | Fee entire tract<br>\$10,780  |
| 3       | Falmouth North<br>(8 lots) | 6     | Suwannee  | 04/1998       | WMLTF          | 8/27/2010      | 11/18/2010   | Fee entire tract<br>(8 lots \$52,030                                  |

## MEMORANDUM

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

### REAL PROPERTY INTERESTS:

Two conservation easement inspections were conducted in the past month. The Florida Sheriff's Youth Ranch easement in Suwannee County and the Moore easement in Jefferson County both were in compliance with the original terms of the easement document.

The Town of Greenville is beginning the grant process to install new public supply wells on property bought by the District for that purpose. Staff expects the Town to ask for a lease of the property in the near future.

Staff members participated in the Program Leader training entitled Coaching and Mentoring Skills for Managers and Supervisors.

Terry Demott attended the Florida Floodplain Managers Association meeting in West Palm Beach. Continuing education credits as a Certified Floodplain Manager were received for participation in this meeting.

### FACILITY MANAGEMENT

District staff and contractors have finished repairing roads on the Mt. Gilead Tract. Two river access points on the Mt. Gilead Tract were improved. At Reams Landing the access road and parking lot were graded to divert the flow of runoff during a rain event to the woods and rock and fencing detail were added to the parking lot. A parking lot for the second river access point was constructed away from the river bank to move vehicles out of the 75-foot setback; access was improved and erosion scars were fixed.

The first phase of installing signs has been completed at R. O. Ranch.

A special use authorization was issued to Thomas Honey to place bees on the Sandlin Bay Tract in Columbia County. District staff worked with Mr. Thomas to select five locations for bee yards.

The District road contractor is working in Steinhatchee Springs repairing and improving roads from recent timber harvesting.

## PUBLIC RECREATION SERVICES

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

| <b>Recreation</b> | <b>Temporary Ingress &amp; Egress</b> | <b>Mallory Swamp ATV Trail</b> | <b>RO Ranch</b> | <b>Goose Pasture Camping<sup>1</sup></b> | <b>Other</b> | <b>Total</b> |
|-------------------|---------------------------------------|--------------------------------|-----------------|--|--------------|--------------|
| 35                | 4                                     | 0                              | 0               | 36                                       | 3            | 78           |

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

The Mallory Swamp ATV trail opened on April 9 and closes September 11, the week before archery season begins. A media release was sent out to all the news outlets in the District announcing the opening.

Edwin McCook attended the open house for the Lower Suwannee National Wildlife Refuge and the Florida Trail Association Annual Conference. He also presented a program to the Road Scholar Program (Elderhostel) about the Suwannee River and history of Suwannee Springs. The program was hosted by Camp Weed & Cerveny Conference Center.

## NATURAL RESOURCE MANAGEMENT

On April 5, 2011, staff showcased District land management to the Land Management Review Team; the title of the tour was "Restoration and Land Management within the Upper Steinhatchee Conservation Area". The review team was comprised of a diverse group of 18 individuals from several public land management agencies, private industry, private landowners, and retired university professors. District staff led the group on a round trip from the R.O. Ranch to Mallory Swamp and Steinhatchee Springs Tracts. The review team was asked to determine whether District land management is within compliance of Florida Statutes and the District Land Management Plan. A board memorandum is forthcoming that will summarize the group's findings.

Rare Species Monitoring has been conducted on District lands as follows:

- 7 tracts were monitored for presence of Pinewoods Dainties (*Phyllanthus liebmannianus platylepis*; Endangered).
- One tract was monitored for presence of Hooded Pitcherplant (*Sarracenia minor*; Threatened).
- 11 tracts were monitored for presence of Atamasco Lillies (*Zephyranthes atamasco*; Threatened).
- 4 tracts were monitored for presence of Treat's Rain Lillies (*Zephyranthes treatiae*; Threatened).

A scattered infestation of Japanese Climbing Fern (FLEPPC Category I) was treated on one tract.

Prescribed Burn Report

**Summary Table FY 2011**

|              | <b>2011 Target Acres</b> | <b>Acres Complete</b> |
|--------------|--------------------------|-----------------------|
| SRWMD        | 8,500                    | 8,385                 |
| DOF TRSF     | 2,000                    | 1,416                 |
| <b>TOTAL</b> | <b>10,500</b>            | <b>9,801</b>          |

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

**Activity Table (February/March 2011)**

| <b>TRACT</b>           | <b>COUNTY</b> | WFS | NRPS | TFC | B&BD | DOF COOP | DOF TRSF | <b>Total Acres</b> | <b>Total Wildfire Acres</b> |
|------------------------|---------------|-----|------|-----|------|----------|----------|--------------------|-----------------------------|
| Turner Bridge          | Hamilton      | 158 |      |     |      |          |          | 158                |                             |
| Lamont                 | Jefferson     | 100 |      |     |      |          |          | 100                |                             |
| Natural Well Branch    | Taylor        | 188 |      |     |      |          |          | 188                |                             |
| Little Creek           | Columbia      | 60  |      |     |      |          |          | 60                 |                             |
| Steinhatchee Springs   | Lafayette     | 201 |      |     |      |          |          | 201                |                             |
| Steinhatchee Wellfield | Taylor        | 74  |      |     |      |          |          | 74                 |                             |
| Cabbage Grove          | Taylor        | 298 |      |     |      |          |          | 298                |                             |
| Holton Creek           | Hamilton      | 333 |      |     |      |          |          | 333                |                             |
| Little Shoals          | Columbia      |     | 42   |     |      |          |          | 42                 |                             |
| Sandlin Bay            | Columbia      |     | 306  |     |      |          |          | 306                |                             |
| Chiefland Wellfield    | Levy          |     | 73   |     |      |          |          | 73                 |                             |
| Santa Fe River Ranch   | Alachua       |     | 68   |     |      |          |          | 68                 |                             |
| Westwood West          | Madison       |     |      |     |      |          | 483      | 483                |                             |
| Anderson Springs       | Suwannee      |     |      |     |      |          | 260      | 260                |                             |
| Ellaville              | Madison       |     |      |     |      |          | 123      | 123                |                             |

|                              |          |              |            |              |              |          |              |              |           |
|------------------------------|----------|--------------|------------|--------------|--------------|----------|--------------|--------------|-----------|
| Pot Springs                  | Hamilton |              |            |              |              |          | 48           | 48           |           |
| Sandlin Bay                  | Columbia |              |            |              |              |          |              | 0            | 80        |
| <i>Sub-total for Period</i>  |          | 1,412        | 489        | 0            | 0            | 0        | 914          | 2,815        | 80        |
| <i>Previous Acres Burned</i> |          | 2,138        | 259        | 2,381        | 1,706        | 0        | 502          | 6,986        | 12        |
| <b>Total Acres</b>           |          | <b>3,550</b> | <b>748</b> | <b>2,381</b> | <b>1,706</b> | <b>0</b> | <b>1,416</b> | <b>9,801</b> | <b>92</b> |

During the report period precipitation levels and soil moisture was sufficient to conduct burns in floodplain areas that contained both organic (duff) soils and higher fuel levels. During this period Burn Managers were able to complete most of the dormant seasons burns planned for 2011.

One escaped prescribed fire occurred on District land during the report period and was the result of a District contract burn. It was approximately 80 acres in size and was located on the Sandlin Bay Tract in Columbia County. The fire was caused by a smoldering snag falling over a fireline into a dry wetland and occurred two or three days after the burn was complete. Because of dry conditions, some duff ignition occurred during this fire. Areas around this escape were burned out to help prevent any further spread. The contractor responsible for the burn mopped up areas where the duff ignition occurred. The contractor and FLDOF monitored the site until it was declared out at the end of March.

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