

## MEMORANDUM

TO: Governing Board

FROM: Ann B. Shortelle, Ph.D., Executive Director

DATE: August 6, 2014

RE: Authorization for Executive Director to Bid and Construct a Drainage Well at District Headquarters in Accordance with the Florida Department of Environmental Protection UIC Permit No. 328011-001-UC/5D and Administrative Order

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to Bid and Construct a drainage well in accordance with the Department of Environmental Protection's Underground Injection Control (UIC) Permit Number 328011-001-UC/5D and Administrative Order for a cost not to exceed \$107,900.**

### BACKGROUND

Since the subsidence repair of the executive offices at District Headquarters in 2008 and Tropical Storm Debby in 2012, District property continues to flood on a regular basis. The flooding is associated with an adjacent pond/wetland and has rendered ingress/egress, a portion of the parking area, and the emergency exit of the Board Room unusable. Continued inundation of these features will cause significant damage if not remedied.

The flooding threatens the executive offices which were repaired in 2008. The total cost to repair the executive offices, including the Board Room, was \$224,322. The subsidence repair likely reduced natural recharge from the pond to the underlying Upper Floridan aquifer. Under this condition, water does not recede following precipitation events until evaporated or transpired. Due to the continuation of summer rains, these areas remain inundated and pose a risk to the public by eliminating the rear emergency exit from the Board Room and permanently damaging the ingress/egress to the District and public parking areas.

Limited access to District Headquarters prevents the District from fulfilling its Section 373.439, F.S., responsibilities to take emergency measures to protect life and property. Understanding the emergency nature of the situation, the Florida Department of Environmental Protection issued an Administrative Order/Permit authorizing the District to install a drainage well and associated conveyance. The well will maintain water levels in the pond at an elevation of approximately 100 feet NAVD88, which will prevent harm to the District Headquarters.

The not-to-exceed project cost of \$107,900 includes an estimated \$49,000 for well construction, \$39,900 for conveyance structure construction, and \$19,000 to meet disinfection and flow monitoring requirements. Staff will bid the well construction and appurtenant structures and award contracts in accordance with District procurement policies. The funds are available from the RIVER FY2014 Program Budget.

WZ/rl



MEMORANDUM

TO: Governing Board

FROM: Ann B. Shortelle, Ph.D., Executive Director

DATE: August 11, 2014

RE: **Public Hearing** and Consideration of Resolution Number 2014-19 Authorizing the Purchase of the Rayonier Atlantic Timber Company Tract, 334 Acres +/-, in Bradford County for Camp Blanding Buffering and Acceptance of Partial Assignment of Cooperative Agreement with the Department of Environmental Protection

RECOMMENDATION

**Subject to public comment that may be received, staff recommends the Governing Board (1) approve and execute Resolution Number 2014-19 authorizing the Executive Director to exercise an option to purchase the Rayonier Atlantic Timber Company tract, 334 acres +/-, in Bradford County for Camp Blanding Buffering; and (2) accept the Partial Assignment of Cooperative Agreement with the Department of Environmental Protection (Department) to obtain acquisition funds from the National Guard Bureau.**

BACKGROUND

In accordance with Section 373.139(3)(a), F.S., a public hearing is scheduled for August 12, 2014, to take comments on the purchase of 334 acres ± owned by Rayonier Atlantic Timber Company in Bradford County. A Public Hearing Summary of the proposed acquisition is attached to this memorandum.

The acquisition of this tract will support the implementation of flood abatement and water resource development projects. The tract is located within the targeted area for buffering Camp Blanding and therefore eligible for acquisition funding through the National Guard Bureau aimed at securing buffers around military installations. Funds will be made available to the District under a Letter of Assignment executed by the Department of Environmental Protection (Department), the National Guard, and the District. In addition, staff anticipates developing an agreement with the Florida Department of Military Affairs that would turn routine land management over to Camp Blanding.

The Cooperative Agreement between the National Guard Bureau and the Department contains a provision (Section 719) that the property be transferred to the United States if requested by the Secretary of the Army in the future.

The proposed Partial Assignment of Cooperative Agreement with its attachments follows this memorandum. Department staff has reviewed the proposed Agreement.

While matching funds are not strictly required from the District for this acquisition, the staff at Camp Blanding must report the District's contribution as part of the funding authorization request. There is a program-wide target of 25 percent. The District's contribution is estimated at \$48,260, including appraisals, estimates for staff and attorney expenses, closing costs, and the future construction of access roads within adjacent Rayonier Atlantic Timber Company lands. These future access roads, estimated at 2,800 feet in length, will be necessary to ensure access for Rayonier Atlantic Timber Company once a flood abatement and water resource development project eliminates the existing access.

Staff is drafting a budget amendment for the revenue to be received from the National Guard Bureau for this acquisition. Staff will bring the budget amendment to the Governing Board for consideration at a future meeting once the timing of National Guard Bureau's provision of funding is known.

JD/rl  
Attachments

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 2014-19**

**APPROVING THE ACQUISITION OF LANDS OWNED BY RAYONIER ATLANTIC TIMBER COMPANY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE AN OPTION TO PURCHASE AND TO REQUEST ACQUISITION FUNDS FROM THE NATIONAL GUARD BUREAU**

**WHEREAS**, the Suwannee River Water Management District (District) has been offered fee title to lands owned by Rayonier Atlantic Timber Company consisting of 334 +/- acres in Bradford County, Florida. A legal description of said lands being attached hereto as Attachment A; and

**WHEREAS**, the purchase price for the said lands shall be \$608,882 or \$1,823 per surveyed acre; and

**WHEREAS**, said lands shall be used for flood abatement, water resource development, and other water management purposes; and

**WHEREAS**, the acquisition is consistent with Section 373.139, Florida Statutes (F.S.); and

**WHEREAS**, said lands are within the targeted area for buffering Camp Blanding and therefore eligible for acquisition funding through the National Guard Bureau aimed at securing buffers around military installations; and

**WHEREAS**, the funds hereinafter requested will be used only for the acquisition costs of said lands; and

**WHEREAS**, the District is providing a contribution of acquisition-related costs for said lands including fees for survey, appraisal, due diligence, securing legal and physical access for the seller, and legal activities necessary for the proper transfer of title to said real property; and

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

**WHEREAS**, said lands have been appraised by at least one real estate appraiser and were approved for acquisition after duly noticed public meeting to inform the public of this acquisition; and

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

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

(1) The purchase of the described lands owned by Rayonier Atlantic Timber Company and its successors or assigns is approved, and the Executive Director is authorized to execute an option to purchase and related documents on behalf of the District.

**RESOLUTION NO. 2014-19**

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

(3) The District hereby requests funds for the purchase price of said lands from the National Guard Bureau for the purchase of military base buffers.

**PASSED AND ADOPTED THIS 12th DAY OF AUGUST, 2014 A.D.**

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



**MEMBERS OF THE BOARD:**

- DON QUINCEY, CHAIR**
- ALPHONAS ALEXANDER, VICE CHAIR**
- RAY CURTIS, SECRETARY/TREASURER**
- KEVIN W. BROWN**
- GEORGE M. COLE**
- GARY JONES**
- VIRGINIA H. JOHNS**
- VIRGINIA SANCHEZ**
- GUY N. WILLIAMS**

**ATTEST**



**Attachment "A"**

**LEGAL DESCRIPTION**

**West ½ of Section 1, Township 6 South, Range 22 East, Bradford County, Florida**

Project: \_\_\_\_\_  
Parcel #: \_\_\_\_\_

## AGREEMENT FOR SALE AND PURCHASE

**THIS AGREEMENT FOR SALE AND PURCHASE** ("Agreement") is made this \_\_\_ day of August, 2014, between **RAYONIER ATLANTIC TIMBER COMPANY f/k/a TIMBERLANDS HOLDING COMPANY ATLANTIC, INC.**, a Delaware corporation, authorized for and doing business within Florida, whose address is P.O. Box 728, Fernandina Beach, Florida 32035, as "Seller" and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose address is \_\_\_\_\_ as "Purchaser".

1. **THE PURCHASE.** In response to Purchaser's unsolicited offer to purchase, Seller hereby agrees to sell to Purchaser and Purchaser agrees to purchase from Seller for the purchase price and on the terms and conditions herein set forth, in fee simple, the real property located in Bradford County, Florida, as described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all of the hereditaments including but not limited to transferable development rights, if any, improvements, easements and appurtenances and riparian and littoral rights, if any and subject to the reservations provided herein (the "Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding on Seller upon Seller's execution of the Agreement, and legally binding upon Purchaser only when it is executed by Purchaser, which execution is subject to approval by the Governing Board of the Purchaser **on August 12, 2014**. This Agreement must be executed by Purchaser **on or before August 15, 2014**, after which date all terms herein become null and void unless executed by Purchaser as provided herein.

2.A. **PURCHASE PRICE.** The purchase price is Six Hundred Eight Thousand Eight Hundred Eighty-Two and 00/100 Dollars (\$608,882.00) ("Purchase Price") which will be paid at closing and which, as a material term of this Agreement, shall be **on or before December 8, 2014** ("Closing Date"), unless said closing is extended pursuant to Paragraph 12. The Purchase Price set out above is based on the calculation of \$1,823.00 per acre ("Acre Price") for 334 surveyed acres of land ("Acres"). The Purchase Price will be paid to Seller by wire transfer.

2.B. **ADJUSTMENT OF PURCHASE PRICE.** Should the survey described in Paragraph 4 hereof, show a number of acres for the Property different than 334, then the Purchase Price shall be adjusted to be the product of the number of acres shown in the survey multiplied by the Acre Price. Further, should any portions of the Property be cut out and deleted from the sale pursuant to Paragraphs 3.B. and 6, then the Purchase Price shall be reduced by the number of acres contained in such cut out portions multiplied by the Acre Price.

3.A. **ENVIRONMENTAL SITE ASSESSMENT.** Purchaser, **prior to October 3, 2014**, may commence a Phase I environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If Purchaser elects to conduct an environmental Phase 1 site assessment, Seller shall advance the cost of such assessment to Purchaser unless the assessment provider is willing to accept payment out of closing and at closing Purchaser shall either pay the assessment provider or reimburse Seller for the funds advanced to Purchaser for such assessment. In the event closing does not occur for any reason as contemplated

herein, other than due to Purchaser's default, Seller shall be responsible for the cost of the assessment. Seller's maximum obligation as to costs of the Phase I assessment shall not, however, exceed Seven Thousand Dollars (\$7,000.00), whether for the advance of such costs to Purchaser or for payment in the event closing does not occur for reasons other than Purchaser's default. **On or before October 3, 2014**, Purchaser shall notify Seller of any Hazardous Materials found on the Property during the environmental site assessment(s), although Purchaser will make every reasonable effort to notify Seller of the discovery of any Hazardous Materials as the assessment progresses. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law, which is present at levels on the Property that would mandate remediation under the United States Environmental Protection Agency, or the Florida Department of Environmental Protection laws or regulations (as hereinafter defined in paragraph 3.B.).

3.B. HAZARDOUS MATERIALS. In the event that, **on or before October 3, 2014**, the environmental site assessment provided for in paragraph 3.A. identifies potential contamination of the Property by Hazardous Materials, either party, at such party's sole option, may elect to terminate this Agreement **on or before October 10, 2014**, and neither party shall have any further obligations under this Agreement or any other claim for damages. Should neither party elect to terminate this Agreement, Seller shall, at its sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Laws") placed on the Property during Seller's ownership of the Property. If Seller is unable to complete clean-up of property impacted by Hazardous Materials (the "Impacted Property") prior to the Closing Date (or the date as extended by Paragraph 12), then the parties shall proceed to closing on all the Property except for the Impacted Property together with a reasonable buffer zone around such Impacted Property as the parties shall mutually agree upon (the "Buffer") and reduce the Purchase Price by an amount equal to the number of acres constituting the Impacted Property and Buffer multiplied by the per Acre Price set forth in Paragraph 2.A. Once the Impacted Property has been cleaned up to legal or regulatory standards under applicable Environmental Laws, then the Impacted Property and Buffer shall be conveyed to Purchaser in return for payment for the Impacted Property and Buffer based on the Acre Price herein stated.

Should the estimated cost of clean-up of the Impacted Property exceed Fifty Thousand Dollars and No/100 Dollars (\$50,000.00), the Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement, or if the Seller and Purchaser agree, the Impacted Property may be permanently cut out and the Purchase Price reduced by an amount equal to the number of acres constituting the Impacted Property multiplied by the per Acre Price set forth in Paragraph 2.A. In the event the Seller should subsequently clean up the Impacted Property to legal or regulatory standards under applicable Environmental Laws, then the Seller may request that the Impacted Property be conveyed to Purchaser in return for payment for the Impacted Property based on the Acre Price herein stated. In the event Purchaser has sufficient funding to acquire the Impacted Property, Seller shall provide a special warranty deed, and title, possession and lien affidavit in accordance with Paragraphs 7 and 8, respectively and shall pay all expenses and taxes associated with such conveyance in accordance with Paragraphs 10 and 11 respectively. In the event that Hazardous Materials placed on the Property during Seller's ownership of the Property are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in Paragraph 7 of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the

clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense, subject to the terms of the following paragraph.

Further, in the event that neither party elects to terminate this Agreement as provided above and the parties proceed to closing on or before December 8, 2014, (or as extended pursuant to Paragraph 12), Seller shall indemnify, defend and hold Purchaser harmless from any and all liabilities, claims, costs, expenses, fines, penalties, fees, actions or sanctions asserted by or on behalf of any person or governmental authority arising from or in connection with Seller's use or misuses, handling or mishandling, storage, spillage, discharge, seepage into waterbodies or the ground water of any hazardous material, pollutant or contaminant. Such indemnification is, however, given upon the specific condition, which is a material term hereof, that such indemnification shall be specifically limited to a time period of three (3) years from the date of closing and shall in no event or under any circumstances exceed \$50,000.00.

The contractual limitation on Seller's contractual obligations to indemnify Purchaser and to clean-up Hazardous Materials located on the Property as specified in this Paragraph 3.B. shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property.

4. SURVEY. Purchaser, **prior to October 3, 2014**, at its sole cost and expense, shall have the Property surveyed. If the survey ("Survey"), prepared and certified by professional surveyor and mapper licensed by the State of Florida shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title objection and if Seller is unable to cure the defect pursuant to Paragraph 6, then the affected property shall be addressed in accordance with the provisions of Paragraph 6 herein. The surveyor shall mark boundary lines on all adjacent property of Seller or its affiliated company's property.

5. TITLE INSURANCE. No later than **October 3, 2014**, Seller shall deliver to Purchaser a marketable title search and examination, including a 50 year environmental and lien search required for the Phase I environmental site assessment, in the form of a title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable fee simple title to the Property in the amount of the purchase price. The cost for the title commitment, title policy and related title search fees shall be paid by Seller at closing.

6. TITLE EXCEPTIONS. If the title insurance commitment furnished pursuant to this Agreement discloses any interests, encumbrances, restrictions or other objections in title which are not acceptable to Purchaser, Purchaser shall provide written notice to Seller of such objections no later than thirty (30) days after receipt of such title insurance commitment and Seller shall use reasonably diligent efforts to satisfy the objections in title by **December 1, 2014** ("Curative Period Expiration Date", (except that Seller shall not be required to bring any lawsuits or proceedings to eliminate defects in title). If Seller uses reasonably diligent efforts as provided for herein and Seller is unsuccessful in removing or otherwise satisfying the title objection(s) by the Curative Period Expiration Date, then the parties shall proceed to closing on all the Property except for the property directly impacted by the title objection(s), ("title objection property") which shall be carved out from said closing, and the parties shall reduce the Purchase Price by an amount equal to the number of acres of the title objection property multiplied by the per Acre Price set forth in Paragraph 2.A. Provided that the title objection(s) on such title objection property shall be cleared,

such title objection property shall be later conveyed to Purchaser in return for payment of the number of acres multiplied by the per Acre Price as set forth in Paragraph 2.A. herein; provided, however that Seller shall not be required to initiate litigation to bring any lawsuits or other proceedings to clear any title exceptions for the title objection property. Prior to the Closing Date, Purchaser may also elect to: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed upon by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, or (c) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement or other claim for damages. If Seller fails to make reasonably diligent efforts (acknowledging that Seller shall not be required to bring any lawsuits or legal action of any kind) to remove the title objections prior to the Curative Period Expiration Date, Seller shall be in default and the provisions of Paragraph 16 of this Agreement shall apply.

7. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser special warranty deed(s) containing the final approved surveyor's metes and bounds legal description, acceptable in form and content to Seller and Purchaser conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the reasonable opinion of Purchaser and do not impair the marketability of the title to the Property, and except for the matters referenced in this Agreement.

8. PREPARATION OF CLOSING DOCUMENTS.

A. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement in the form attached hereto as Exhibit "B", as required by Paragraph 286.23, Florida Statutes. Seller shall prepare the deed described in Paragraph 7 of this Agreement, form attached hereto as Exhibit "C", Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Paragraph 627.7842, Florida Statutes, all subject to Purchaser's review and approval, in accordance with this Agreement, and an environmental affidavit in substantially the same form attached hereto as Exhibit "D". Exhibits B, C and D are incorporated herein by these references.

B. TIMBER RESERVATION. In the deed of conveyance, Seller shall reserve unto itself, its successors and assigns the right and title to all timber and forest products located upon that certain parcel of land depicted upon Exhibit "E", attached hereto and incorporated herein by reference ("Timber Reservation") and referred to on said Exhibit "E" as "Reserved Timber & Forest Products." Seller, or its agents or assigns, as owner of the Reserved Timber & Forest Products, may harvest and remove, at its sole discretion, all timber and forest products as designated on Exhibit "E". Such reservation shall provide that all Reserved Timber & Forest Products shall be removed by Seller on or before February 15, 2016 ("Timber Reservation Termination Date"). Notwithstanding anything to the contrary contained herein, Seller shall have the right, upon written notice to Purchaser prior to the Timber Reservation Termination Date, to extend the Timber Reservation Terminate Date for a period of an additional six (6) months from and after February 15, 2016 in the event that weather and soil moisture conditions prevent Seller, in Sellers commercially reasonable judgment, from completing its harvesting operations on or before the Timber Reservation Termination Date. In such case, the Timber Reservation Termination Date shall become August 16, 2016. Ownership of Reserved Timber & Forest Products remaining on the Property after the Timber Reservation Termination Date will revert to Purchaser. At closing, Seller shall reserve in the Deed for itself, its successors, assigns,

agents and contractors the right to enter upon the Property with men, machinery and equipment, together with the rights of ingress and egress and regress thereto, if necessary or convenient to Seller, its successors, assigns, agents and contractors, prior to the Timber Reservation Termination Date, to harvest and remove such Reserved Timber & Forest Products. Purchaser shall not interfere in any way with Seller's activities or operations under this timber reservation. Purchaser, its agents, representatives, employees or assigns shall not direct nor have any right to direct the efforts, in any manner, of Seller, its successors, assigns, agents or any contractors on the Property pursuant to this Section, including but not limited to the designation of any trees to remain during or after the harvesting of the Reserved Timber & Forest Products hereunder. Seller, its successors, assigns, agents or contractors shall have no responsibility to Purchaser for the removal of any logging slash or tree debris remaining during or following the harvesting operations referenced hereunder. Road maintenance for and during Seller's harvesting operations shall be the sole responsibility of Seller, its agents and assigns, and all roads used during Seller's harvesting operations shall be returned to as good or better condition of that existing immediately prior to Seller's harvesting operations to the reasonable satisfaction of Purchaser.

C. MINERALS RESERVATION. In the deed of conveyance, Seller shall reserve a minerals rights royalty interest only as set forth in Exhibit "C" attached hereto and incorporated herein.

9. REVIEW FOR CLOSING. Each party agrees to timely execute and deliver all closing documents contemplated by Paragraph 8.

10. EXPENSES. Seller will pay the documentary revenue stamp tax, if applicable, all other taxes associated with the conveyance, the cost of the title commitment and title insurance policy, the title search and examination fee, an environmental lien search fee. At closing, Purchaser shall pay the cost of Phase I Environmental Site Assessment, the cost of recording the deed(s) described in Paragraph 7 of this Agreement and any other recordable instruments necessary to assure good and marketable title to the Property and all other costs which Seller is not expressly obligated to pay hereunder. In the event the transaction does not proceed to closing, Seller shall be responsible for the Phase I Environmental Site Assessment, subject to the limitation contained in Paragraph 3.A.

11. TAXES AND ASSESSMENTS. All real estate taxes and assessments for all years prior to the year of closing shall be satisfied of record by Seller at closing. If fee title to the Property is transferred to Purchaser between January 1 and November 1, there shall be no proration and the Seller shall satisfy the taxes and assessments for the year of closing, in accordance with Section 196.295, Florida Statutes, by paying the prorated amount to the county tax collector, as determined to be legally due and payable by the county tax collector. If fee title to the Property is transferred to Purchaser between November 1 and December 31, the taxes and assessments for the year of closing shall be paid and satisfied at closing with the cost thereof prorated between the parties as of the date of closing.

12. CLOSING PLACE AND DATE. As a material term of sale, it is agreed that the closing shall be by a mail-away escrow on or before December 8, 2014, unless a defect or delay as to the title to the Property, title commitment, survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller or Purchaser on or before such date, in which case if such defect or delay cannot be resolved in accordance with the provisions of Paragraphs 3.B. and 6 herein prior to December 8, 2014, by carving out property

thereunder, the Closing Date will be extended as necessary for the removal of the applicable defect or impact but not beyond January 31, 2015. If Purchaser does not have sufficient funding for closing, then Seller, as its sole option, retains the right to extend the Closing Date until January 31, 2015. Fidelity National Title Insurance Company shall be the closing agent.

13. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Except to the extent caused by Purchaser or its agents, Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that, except as it relates to the hunt club(s) that license the Property, which license agreements will be terminated effective as of the Closing Date, at the time of closing, there will be no parties other than Seller in occupancy or possession of any part of the Property. Seller agrees to clean up and remove all improvements, abandoned personal property, non-botanical refuse, garbage, junk, rubbish, trash and debris from the Property to the reasonable satisfaction of Purchaser, prior to the Closing Date. Seller may elect to accompany Purchaser during its final inspection of the Property, which shall occur at least 7 days prior to the Closing Date, to determine whether all improvements, abandoned personal property, and non-botanical refuse, garbage, junk, rubbish, trash and debris have been removed from the Property.

14. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement, but shall be present on the Property only between the hours of 9 a.m. and 4 p.m., Eastern Time. Seller does not in any way warrant the condition of Property and Purchaser shall exercise the herein granted rights at its own risk. Purchaser acknowledges that there are certain inherent risks associated with conducting their intended activities on the Property due to the primitive/unimproved nature of the Property. Purchaser is put on notice that the Property is in a remote location, access roads may not be paved and neither the condition of the Property nor the roads are guaranteed in any way by Seller. Purchaser further acknowledges that others have been given permission to enter the Property including hunting club members who may be upon the Property with guns to hunt and timber vendees who may be upon the Property to harvest timber and other forest products with men and machinery. With regard to any entry by Purchaser upon the Property prior to closing, Purchaser shall be responsible during the term of this Agreement for damage or injury to persons or property resulting from Purchaser's entry upon the Property for which Purchaser or its agents, representatives, employees or contractors or anyone entering the land pursuant to Purchaser's access rights hereunder are found legally responsible. Purchaser's liability to Seller or to any third party shall be subject to the limitations and conditions specified in Section 768.28, Florida Statutes, and nothing contained herein shall be construed as a waiver of sovereign immunity. Seller shall deliver possession of the Property to Purchaser at the closing.

15. ACCESS. To the best of Seller's knowledge, there is legal and practical ingress and egress for the majority of the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

16. DEFAULT. If either party defaults under this Agreement, the non-defaulting party may waive the default and proceed to closing, or the defaulting party shall reimburse the non-defaulting party for the costs incurred by the non-defaulting party as may have been reasonably incurred by the non-defaulting party in preparation for closing, in which event both parties shall thereafter be deemed released from any and all further obligations under this Agreement. The remedies described in this paragraph shall be the sole remedies available to the parties in the event of a default.
17. BROKERS. Seller and Purchaser each warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in Paragraph 8. Seller and Purchaser, to the extent allowed by law, shall each indemnify and hold the other harmless from any and all such claims, whether disclosed or undisclosed to the extent arising from each parties' actions.
18. RECORDING. Notice of this Agreement may be recorded by Purchaser in the appropriate county or counties. In the event Purchaser defaults under this Agreement and this transaction does not close, Purchaser will execute and deliver a quit claim deed to Seller which releases all Purchaser's interest in the Property.
19. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.
20. TIME. Time is of the essence with regard to all dates or times set forth in this Agreement.
21. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected, unless such unenforceable provisions contain material terms of the transaction.
22. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's execution of this Agreement, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.
23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Except for the warranties contained in this Agreement and of title to be contained in the Special Warranty Deed to be executed by the Seller, Seller has not made, does not make, and has not authorized anyone else to make any representations as to the Property. Notwithstanding the foregoing, the parties acknowledge that the map description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property, and that at closing the legal description(s) to be utilized will be those contained in the final approved survey of the Property.

24. WAIVER. Failure of Purchaser or Seller to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect until closing, at which time all terms and conditions of this Agreement shall merge into the deeds tendered at closing unless specifically stated herein to survive closing.
25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.
26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.
27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.
29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller and Purchaser set forth in Paragraphs 3.B., 8.B., 8.C., 11, 14, 17, 18 and 31 shall survive closing and not be merged into deeds of conveyance. All other provisions of this Agreement shall be merged into the delivery of the deeds of conveyance and shall not survive closing.
30. EXCHANGE. The parties hereby acknowledge and agree that either party may elect to consummate this transaction as part of a like kind exchange (the "Exchange"), pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that (i) the Closing shall not be delayed or affected by reason of any Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to either party's obligations under this Agreement; (ii) the party consummating the Exchange ("Exchanging Party") shall not be released from any of its obligations under this Agreement; and (iii) the Exchanging Party shall pay any additional costs that would not otherwise have been incurred had the Exchanging Party not consummated the sale or purchase through the Exchange.
31. EASEMENT AND RIGHT OF ENTRY. Seller shall reserve unto itself, its successors and assigns one or more non-exclusive easements over the Land as shown on Exhibit "E" attached hereto and incorporated herein to access its adjacent lands, provided that, upon thirty (30) days prior written notice to Seller, Purchaser shall have the right to relocate all or any portion of the easements in the general locations depicted on Exhibit "E" attached hereto, provided it supplies a right of way with the width and construction equivalent to that replaced, terminating at or near its former points of connection, and providing legal access to and from County Road 225. The easements will be for ingress, egress and regress over, upon and across the Land for vehicular access and utilities for Seller, its affiliated or related companies, their contractors, assigns, licensees and invitees, for activities on the Seller's adjacent lands including, but not limited to, the operation or management of Seller's or its affiliated or related companies'

adjoining timberlands on such adjacent lands, including, but not limited to, harvesting operations. Road maintenance for and during Seller's harvesting operations shall be the sole responsibility of Seller, its agents and assigns, and all roads used during Seller's harvesting operations shall be returned to as good or better condition of that existing immediately prior to Seller's harvesting operations to the reasonable satisfaction of Purchaser. However, neither Seller nor Purchaser shall be required to improve the easement(s) to any higher standard than what is generally considered to be a woods road. Purchaser may, at its option, convey the easement to a governmental entity. If Purchaser elects to do so, Seller agrees to join in such conveyance and termination, at no additional charge or consideration, so as to release its easement rights with respect to the easement parcel, as long as it maintains access to it and its affiliated or related companies' remaining lands.

32. FUNDING OF THIS PURCHASE BY THE UNITED STATES OF AMERICA. The Purchaser intends to purchase the Property as set out herein with funding from the United States of America, as provided in 10 U.S.C. § 2684a. Notwithstanding anything else herein to the contrary, the Purchaser shall not be obligated to close the transaction set out in this Agreement unless and until all of the following have occurred: (A) The approval of this Agreement by the United States of America as set out in 10 U.S.C. § 2684a and related administrative rules; (B) The approval of this Agreement by the Florida Department of Environmental Protection; and, (C) The funding of the purchase price and Purchaser's expenses of the transaction set out in this Agreement by the United States of America as set out in 10 U.S.C. § 2684a and related administrative rules.

Further, notwithstanding anything else herein to the contrary, the Closing Date set out herein shall be continued as reasonably necessary to give time for closing after all of the above conditions has occurred. Provided that should the Closing Date be extended more than 90 days due to the lack of occurrence of any of the above three conditions, either party may terminate this Agreement by giving written notice of such termination to the other in which event both parties shall thereafter be deemed released from any and all further obligations under this Agreement.

The Seller agrees to reasonably cooperate with the Purchaser in Purchaser's compliance with the requirements of 10 U.S.C. § 2684a and related administrative rules, provided such reasonable cooperation does not result in any costs to the Seller or any decrease in the Purchase Price.

32. EXHIBITS. Exhibits "A" through "F" are attached hereto and fully incorporated herein. Said Exhibits consist of:

- Exhibit "A" – Property Description, Map and Depiction of the Easement(s)
- Exhibit "B" – Beneficial Interest and Disclosure Affidavit
- Exhibit "C" – Form of Special Warranty Deed
- Exhibit "D" – Environmental Affidavit
- Exhibit "E" – Reserved Timber & Forest Products

**THIS AGREEMENT IS TRANSMITTED TO THE PURCHASER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE PURCHASER ON OR BEFORE AUGUST 15, 2014, THIS OFFER WILL BE VOID. THIS AGREEMENT WILL BECOME NULL AND VOID IF NOT EXECUTED AND RETURNED TO SELLER, BY CLOSE OF BUSINESS ON AUGUST 15, 2014. PURCHASER ADVISES SELLER THAT ITS RIGHT TO EXECUTE THE AGREEMENT IS SUBJECT TO THE FOLLOWING: (1) APPROVAL OF THE**

AGREEMENT FOR SALE AND PURCHASE BY PURCHASER'S GOVERNING BOARD ON **AUGUST 12, 2014**; AND (2) PURCHASER'S REASONABLE APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[SIGNATURES ON FOLLOWING PAGES]

SELLER

RAYONIER ATLANTIC TIMBER  
COMPANY f/k/a TIMBERLANDS  
HOLDING COMPANY ATLANTIC, INC.

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
Witness as to Seller

By: \_\_\_\_\_  
Name:  
As its:

ATTEST:

By: \_\_\_\_\_  
Name:  
As Its: Assistant Secretary

(CORPORATE SEAL)

F.E.I.D. No.:

\_\_\_\_\_  
Date signed by SELLER

STATE OF FLORIDA)

COUNTY OF NASSAU)

BEFORE ME the undersigned authority personally appeared \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and Assistant Secretary, respectively, of RAYONIER ATLANTIC TIMBER COMPANY f/k/a TIMBERLANDS HOLDING COMPANY ATLANTIC, INC., a Delaware corporation, who acknowledged before me the execution of this instrument by authority and on behalf of said limited partnership. Both are personally known to me.

IN WITNESS WHEREOF I have set my hand and seal upon this \_\_\_\_ day of August \_\_, 2014.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

PURCHASER

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT, a public body  
existing under Chapter 373, F.S.

\_\_\_\_\_  
Witness as to Purchaser

\_\_\_\_\_  
Witness as to Purchaser

By: \_\_\_\_\_  
Name:  
Its:

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name:  
Its:  
F.E.I.D. No.:

\_\_\_\_\_  
Date signed by Purchaser

FOR USE AND RELIANCE ONLY BY  
SUWANNEE RIVER WATER MANAGEMENT  
DISTRICT: Legal form and content approved

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2014, by \_\_\_\_\_ as \_\_\_\_\_ of the Suwannee River Water Management District, a public body existing under Chapter 373, F.S. on behalf of the District. S/He is personally known to me and did not take an oath.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)  
Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2014, by \_\_\_\_\_ as \_\_\_\_\_ of the Suwannee River Water Management District, a public body existing under Chapter 373, F.S. on behalf of the District. S/He is personally known to me and did not take an oath.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)  
Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

"PROPERTY DESCRIPTION, MAP AND EASEMENT(S)"

West ½ of Section 1, Township 6 South, Range 22 East, Bradford County, Florida.

EXHIBIT "A" (continued)

"PROPERTY DESCRIPTION, MAP AND EASEMENT(S)"

Please see attached map.

EXHIBIT "B"

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT  
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 2014, who, first being duly sworn, deposes and says:

1) That affiant is the \_\_\_\_\_ of Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., a Delaware corporation, authorized for and doing business within Florida, whose address is P.O. Box 728, Fernandina Beach, Florida 32035 as "Seller", and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
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2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

**(if non-applicable, please indicate None or Non-Applicable)**

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
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3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the



EXHIBIT "C"

"FORM OF SPECIAL WARRANTY DEED"

**PREPARED BY:**

**S. ALLISTER FISHER, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034**

**RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF BRADFORD**

**SPECIAL WARRANTY DEED**

(Florida Property)

**THIS SPECIAL WARRANTY DEED**, is made this \_\_\_\_ day of \_\_\_\_\_, 2014, from **RAYONIER ATLANTIC TIMBER COMPANY f/k/a TIMBERLANDS HOLDING COMPANY ATLANTIC, INC.**, a Delaware corporation, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), to **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose address is \_\_\_\_\_ ("Grantee").

**W I T N E S S E T H:**

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in **Bradford County, Florida** as more particularly described at EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

**TAX PARCEL ID#** \_\_\_\_\_

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2013; cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**GRANTOR HEREBY EXPRESSLY SAVES**, excepts and reserves from the grant hereby made, unto itself and its successors and assigns, a fifty percent (50%) undivided royalty interest in and to any and all proceeds, whether defined as royalty, bonus, rentals, shut in payment, advance payment, working interest, net profits or the fair market value of any non-cash payments, or any other types of proceeds arising from, or which may be received, or be due and payable under any oil, gas and mineral lease, exploration agreement, seismic or other geophysical permit, unitization agreement, or such related instrument, (collectively, a “Hydrocarbon Lease”) which may hereafter be granted by Grantee, its successors and assigns, (collectively, the “Hydrocarbon Resource Owners”) to an arms-length third party upon the interest in any and all oil, gas and other liquid or gaseous hydrocarbons, including, without limitation, any and all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations, coal, lignite, natural gas dissolved in formation water and any associated energy found in such formation water, shale or hydrocarbon reservoirs, not previously reserved by others, which are conveyed to Grantee in and under the above described land (collectively, the “Hydrocarbon Resources”). Additionally, if the Hydrocarbon Resource Owners participate in the development or consumption of the Hydrocarbon Resources rather than granting a Hydrocarbon Lease to an arms-length third party, then, Grantor hereby excepts and reserves for itself, its successors and assigns, a twenty five percent (25%) royalty interest in and to the net proceeds, from such development or consumption of said Hydrocarbon Resources, forever.

Furthermore, Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns, a fifty percent (50%) undivided royalty interest in and to all proceeds, whether defined as royalties, bonuses, rentals, advance payments, net smelter returns, net profits or the fair market value of any non-cash payments, profit sharing or any other types of proceeds arising from, or which may be received, or be due and payable under any mining lease, exploration agreement, (collectively, a “Non-Hydrocarbon Lease”) or such other related instrument which may hereafter be granted by Grantee or persons claiming under or through Grantee, its successors and assigns (collectively, the “Non-Hydrocarbon Resource Owners”) to an arms-length third party, upon the interest in any and all base and precious metals; ores and industrial minerals; helium; geothermal resources including, without limitation, hydro pressured reservoirs, geopressured reservoirs, steam and other gases, hot water, hot brine, heat, fissionable source materials; phosphate; and sand; heavy mineral sands including, without limitation, Ilmenite, Leucoxene, Rutile, Staurolite and Zircon; clays including, without limitation, common clay; gravel; limestone; humus; marble; granite; gemstones; now or hereafter susceptible to commercial exploitation, not previously reserved by others, which are hereunder conveyed to Grantee in and under the land (collectively, “Non-Hydrocarbon Resources”). Additionally, if the Non-Hydrocarbon Resource Owners participate in the development or consumption of the Non-Hydrocarbon Resources (other than incidental use on the land of the Non-Hydrocarbon Resources) rather than granting a Non-Hydrocarbon Lease to an arms-length third party, then, Grantor hereby excepts and reserves for itself, its successors and

assigns a ten percent (10%) royalty interest in and to the net proceeds from such development or consumption of said Non-Hydrocarbon Resources, forever.

The Hydrocarbon Resource Owners and Non-Hydrocarbon Resource Owners (collectively referred to hereafter as the "Resource Owners") covenant and agree to (1) notify Grantor, its successors or assigns of record, if they have leased, contracted for or plan to remove any Hydrocarbon or Non-Hydrocarbon Resources (hereafter collectively referred to as the "Mineral Resources") from the lands conveyed herein, and notify Grantor or its successors and assigns of the quantities of each type or grade of Mineral Resources removed or consumed within thirty (30) days after the end of each month in which any such payment, removals or consumption occur; (2) maintain records reflecting the payment to, removal or consumption of any and all Mineral Resources from the land, all consideration paid therefore, copies of leases or agreements related to any such removal or consumption, and all other information necessary to determine the royalties and proceeds due hereunder; such records shall be open for inspection, copying, and audit by Grantor, or its successors or assigns, at all reasonable times; and (3) negotiate with third parties in good faith as to the amount of royalties and proceeds to be paid, and pay the reserved royalties to Grantor or its successors or assigns within thirty (30) days after the end of each month in which compensation is received by the Resource Owners, but in no event more than sixty (60) days following the end of the month any Mineral Resources are removed or consumed.

This reservation of a royalty on Hydrocarbon and Non-Hydrocarbon Resources and the conditions reflected above shall be a covenant running with the land and be binding upon Grantee and Grantee's heirs, representatives, successors and assigns, forever.

**GRANTOR HEREBY EXPRESSLY SAVES**, excepts and reserves from the grant hereby made unto itself, its successors and assigns the right and title to all timber and forest products located upon that certain parcel of land depicted on Exhibit "B", attached hereto and incorporated herein by reference ("Timber Reservation") and referred to on said Exhibit "B" as "Reserved Timber & Forest Products". Grantor, or its agents or assigns, as owner of the Reserved Timber & Forest Products, may harvest and remove, at its sole discretion, all timber and forest products as designated on Exhibit "B". All Reserved Timber & Forest Products shall be removed by Grantor on or before February 15, 2016 ("Timber Reservation Termination Date"). Notwithstanding anything to the contrary contained herein, Grantor shall have the right, upon written notice to Grantee, prior to the Timber Reservation Termination Date, to extend the Timber Reservation Terminate Date for a period of an additional six (6) months from and after February 15, 2016 in the event that weather and soil moisture conditions prevent Grantor, in Grantor's commercially reasonable judgment, from completing its harvesting operations on or before the Timber Reservation Termination Date. In such case, the Timber Reservation Termination Date shall become August 16, 2016. Ownership of Reserved Timber & Forest Products remaining on the Property after the Timber Reservation Termination Date will revert to Grantee. Grantor further expressly excepts and reserves unto itself, its successors, assigns, agents and contractors the right to enter upon the Property with men, machinery and equipment, together with the rights of ingress and egress and regress thereto, if necessary or convenient to Grantor, its successors, assigns, agents and contractors, prior to the Timber Reservation Termination Date, to harvest and remove such Reserved Timber & Forest Products. Grantee shall not interfere in any way with Grantor's activities or operations under this Timber Reservation. Grantee, its agents, representatives, employees or assigns shall not direct nor have any right to direct the efforts, in any manner, of Grantor, its successors, assigns, agents or any contractors on the Property pursuant to this Timber Reservation, including but not limited to the

designation of any trees to remain during or after the harvesting of the Reserved Timber & Forest Products hereunder. Grantor, its successors, assigns, agents or contractors shall have no responsibility to Grantee for the removal of any logging slash or tree debris remaining during or following the harvesting operations referenced hereunder. Road maintenance for and during Grantor's harvesting operations shall be the sole responsibility of Grantor, its agents and assigns, and all roads used during Grantor's harvesting operations shall be returned to as good or better condition of that existing immediately prior to Grantor's harvesting operations to the reasonable satisfaction of Grantee.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

**(SIGNATURES ON FOLLOWING PAGE)**

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of: **RAYONIER ATLANTIC TIMBER COMPANY**  
**f/k/a TIMBERLANDS HOLDING COMPANY ATLANTIC, INC.**, a  
Delaware corporation

\_\_\_\_\_  
\_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Print)

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_, of Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., a Delaware corporation, and who are personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:  
Commission No.:

EXHIBIT "D"

ENVIRONMENTAL AFFIDAVIT  
(OTHER)

\_\_\_\_\_ ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to the SUWANNEE RIVER WATER MANAGEMENT DISTRICT ("Purchaser"), and Affiant further states:

1. That the Affiant is the \_\_\_\_\_ of Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., a Delaware corporation, authorized for and doing business within Florida (collectively the "Seller") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Seller to make this Affidavit on Seller's behalf.

2. That Seller is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Bradford County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

3. That Seller is conveying the Property to the Purchaser.

4. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

5. As of the date of Seller's conveyance of the Property to the Purchaser, Seller warrants and represents to Purchaser that:

(i) Except for chemicals used in the ordinary course of Seller's customary industrial forestland silvicultural practices, Seller has not knowingly placed, or permitted to be placed, any Hazardous Materials on the Property, and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) To the best of Seller's knowledge, Seller and any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) To the best of Seller's knowledge, no warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) As to the Property, to the best of Seller's knowledge, Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter relating to the Property arising under any Environmental Law.

6. That Seller makes this Affidavit for the purpose of inducing Purchaser to purchase the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a/their current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped  
Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
DEP Attorney

Date: \_\_\_\_\_  
47 (16)

ENVAFFO.FRM  
REV. 01/01/94  
DNR 61-

Exhibit "E"  
"RESERVED TIMBER & FOREST PRODUCTS"

Please see attached.



**RAYONIER ATLANTIC TIMBER COMPANY  
PUBLIC HEARING SUMMARY**

**DATE:** August 11, 2014

**TRACT:** Camp Blanding Buffer / Rayonier North 334

**SELLER:** Rayonier Atlantic Timber Company

**LOCATION:** West 1/2 of Section 1, Township 6 South, Range 22 East, Bradford County

**ACREAGE:** 334 acres +/-

**WATER RESOURCE PROTECTION:**

River Frontage: None  
Surfacewater Protection: 13% (42 acres)  
FEMA Floodzone A: 34% (114 acres)  
Aquifer Recharge: 0%  
Springs Protection: 0%

**TRACT DESCRIPTION:** The tract lies directly adjacent to and west of the Bradford Timberlands Tract, which was purchased in April 2014 as a buffer to Camp Blanding and for the development of a flood abatement and water resource development project. This proposed acquisition is important to the project because the project will likely span both the Bradford Timberlands Tract and this proposed purchase.

**ACCESS:** Legal access to this tract is an easement through the Bradford Timberlands Tract consisting of the North 100 feet of the East ½ of Section 1, Township 6 South, Range 22 East, lying just west of County Road 225. Physical access to this tract is through the Bradford Timberlands Tract.

As a component of the option to purchase, the District will need to provide access through the subject tract for the seller to access adjacent lands to the west. Once the District commences construction of a flood abatement and water resource development project, the District will need to construct access roads (estimated at 2,800 feet in length) within the seller's lands because the project will likely eliminate the existing access.

**TITLE ENCUMBRANCES:** Rayonier Atlantic Timber Company will reserve a ½ interest in a royalty for the excavation and extraction of any gas, oil, minerals, coal, sand, gravel, and other substances or minerals. The other ½ interest was reserved by Gilman Timberlands Management, LLC.

Rayonier Atlantic Timber Company will keep a reservation of timber for 18 months with an option to extend for six months if required for weather conditions.

**PRICE:** \$1,823 per acre or \$608,882 for 334 +/- acres based on acreage included in Rayonier's option to purchase. If the survey of the property shows the acreage to be different than 334, then the purchase price shall be adjusted accordingly.

Two fair market appraisals valued the property: John A. Robinson and Ana M. Arroyo appraised the property at \$1,938 per acre or \$620,000 for 320 +/- acres. Thomas C. Tompkins appraised the property at \$1,900 per acre or \$608,000 for 320 +/- acres. The appraisal reports have been reviewed and recommended for acceptance by review appraiser Clay Ketcham.

**ACQUISITION FUNDS:** The District will request acquisition funding for the full purchase price from the National Guard Bureau and the acquisition is contingent upon receipt of the funds. The District is providing a match estimated at \$48,260, including appraisals, estimates for staff and attorney expenses, closing costs, and the future construction of access roads within adjacent Rayonier Atlantic Timber Company lands.

**CLOSING COSTS:** The Seller will pay for the documentary stamps and title insurance. The District will pay for the survey, environmental audit and recording fees. Each party will pay its own attorney's fees. Closing costs are estimated at \$11,000 and will be counted in the costs to be matched with the acquisition funds provided by the National Guard Bureau.

**EVALUATION OF LAND MANAGEMENT COSTS:**

Management of this land will consist of forestry and operation and maintenance of a flood abatement and water resource development project. Operation and maintenance costs of the project will be estimated during design of the project. Staff anticipates that Camp Blanding will provide forest management for the property under an agreement with the Florida Department of Military Affairs and the annual forest management cost to be limited to coordination with Camp Blanding on management activities. These management activities have costs that are consistent with the water resource benefits to be derived from acquisition of the property.

## **PARTIAL ASSIGNMENT OF COOPERATIVE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Blvd., M.S. 115, Tallahassee, Florida 32399-3000, referred to as “Assignor”, hereby transfers and assigns to the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, whose address is 9225 County Road 49, Live Oak, Florida 32060, referred to as “Assignee”, all of its right, title and interest in that certain Cooperative Agreement No. W9133L-09-2-3072 dated June 26, 2009, modified on May 13, 2010, March 3, 2011, December 19, 2011, January 7, 2013, September 28, 2013 and December 4, 2013 by and between Assignor and the National Guard Bureau, a copy of which Cooperative Agreement is attached hereto as Exhibit "A" and by this reference made a part hereof (the "Cooperative Agreement"), and assigns and delegates to the Assignee all of the Assignor’s rights and duties under the terms and conditions of the Cooperative Agreement, as limited herein. The scope of this Partial Assignment of Cooperative Agreement is to assign and delegate only those rights and duties of Assignor that would relate to the acquisition of the property owned by Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., which is a parcel of land included in the approved Army Compatible Use Buffer area and identified as Exhibit “B”, if such acquisition were undertaken by Assignor. Subject to terms and conditions hereof the Assignor hereby remises, releases and quit claims unto Assignee and its successors and assigns forever, all of the right, title and interest it would have had in and to the acquisition of such lands under the provisions of the Cooperative Agreement. Should the property owned by Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., be acquired, the Assignee shall take title to such property in the Assignee’s own name.

Assignor hereby authorizes and empowers Assignee, upon the performance by Assignee of all of Assignor's duties and responsibilities under the provisions of the Cooperative Agreement that would be related to the acquisition of the property owned by Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., to demand and receive from the National Guard Bureau the funds covenanted to be given in the Cooperative Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Partial Assignment not been made.

This Partial Assignment of Cooperative Agreement is made without recourse by Assignee or National Guard Bureau against the Assignor.

*Signatures begin on next page*

ASSIGNOR

WITNESSES AS TO ASSIGNOR

<p>_____</p> <p>_____</p> <p>APPROVED AS TO FORM AND LEGALITY</p> <p>_____</p> <p>DEP DEPARTMENT ATTORNEY Date: _____</p>	<p>STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>By: _____</p> <p>Its: Director of the Division of State Lands</p> <p>Date Executed: _____</p>
---	---

*Acceptance by Assignee follows on next page*

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Partial Assignment of Cooperative Agreement and agrees to perform all obligations to be performed by Assignor under the Cooperative Agreement with respect to the Rayonier Atlantic Timber Company f/k/a Timberlands Holding Company Atlantic, Inc., acquisition, according to the terms and conditions therein stated.

ASSIGNEE

WITNESSES AS TO ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

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

Date Executed: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Governing Board Counsel  
Suwannee River Water Management District

*Consent to Assignment follows on next page*

CONSENT TO ASSIGNMENT

National Guard Bureau, by and through its undersigned authority, hereby consents to and joins in the Partial Assignment of Cooperative Agreement on the terms and conditions stated herein.

NATIONAL GUARD BUREAU

Witnesses to National Guard Bureau

By: \_\_\_\_\_

\_\_\_\_\_

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

As: \_\_\_\_\_

\_\_\_\_\_

Dated Executed: \_\_\_\_\_

EXHIBIT "A"

Complete copy of Cooperative Agreement

EXHIBIT "B"

Legal Description

West ½ of Section 1, Township 6 South, Range 22 East, Bradford County, Florida

November 2013

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072	Page 1 of 1
MODIFICATION NO. 06 ISSUED BY: NATIONAL GUARD BUREAU	ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. This modification is issued pursuant to Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.

B. This modification reflects Administrative changes. The following Sections supersede the previous sections of W9133L-09-2-3072. The underlined indicates the revised text.

**Section 701. Term of Agreement.**  
Unless sooner terminated by its terms or extended for project completion, this CA shall terminate on September 30, 2018.

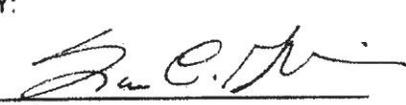
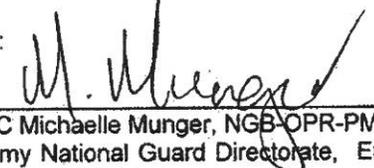
C. Other  
Per Article IV, Section 4019c) the maximum funding limitation for FY13 of cooperative agreement, W9133L-09-2-3072, is hereby increased by the following:

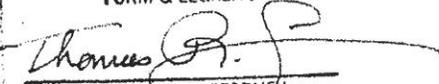
Office of the Secretary of Defense (OSD Readiness and Environmental Protection Integration (REPI) program funding: \$2,800,000.00  
OSD/REPI accounting line: 097 20142014 01001101 A183Y\_04WH56VENQ 3230 W9133L-09-02-3072 021001

The funds will be used for additional parcels indentified in the approved ACUB Project Area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY:  Director  12/4/13 Date	NATIONAL GUARD BUREAU BY:  LTC Michaele Munger, NGB OPR-PM (Army National Guard Directorate, Environmental Programs Division) 12/4/13 Date
--	---

APPROVED AS TO FORM & LEGALITY  
  
DEPT. ATTORNEY  
12/2/13

W9133L-09-2-3072

Modification 06

Exhibit A

September 2013

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072	Page 1 of 1
MODIFICATION NO. 05 ISSUED BY: NATIONAL GUARD BUREAU	ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. This modification is issued pursuant to Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.

B. This modification reflects Administrative changes. The following Sections supersede the previous sections of W9133L-09-2-3072. The underlined indicates the revised text.

**Section 701. Term of Agreement.**  
Unless sooner terminated by its terms or extended for project completion, this CA shall terminate on September 30, 2017.

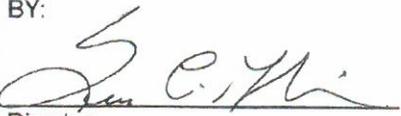
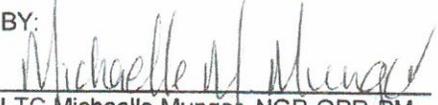
C. Other  
Per Article IV, Section 401 (c) the maximum funding limitation for FY13 of cooperative agreement, W9133L-09-2-3072, is hereby increased by the following:

Army National Guard (ARNG) Army Compatible Use Buffer (ACUB) funding: \$ 2,000,000.00  
ARNG/ACUB accounting line: 021 20132013 2065 181050 A183Y 131G56VENQ 3230 W9133L-09-02-3072 021001

The funds will be used for additional parcels indentified in the approved ACUB Project Area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BY:  Director  9/25/13 Date	NATIONAL GUARD BUREAU BY:  LTC Michaelle Munger, NGB-OPR-PM (Army National Guard Directorate, Environmental Programs Division)  9/25/13 Date
--	---

APPROVED AS TO FORM & LEGALITY  


W9133L-09-2-3072

Modification 05

Exhibit A

December 2012

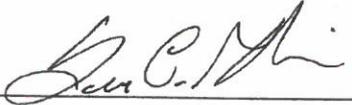
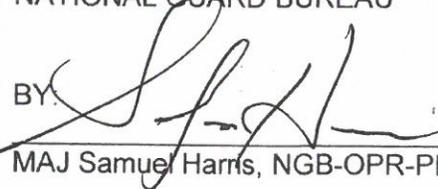
COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072	Page 1 of 1
MODIFICATION NO. 04 ISSUED BY NATIONAL GUARD BUREAU	ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. This modification is issued pursuant to <u>Authority: 31 U.S.C Section 6301-6308</u> & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072. *
B. Per Article IV, Section 401(c) the maximum funding limitation of cooperative agreement, W9133L-09-2-3072, is hereby increased by an additional \$500,000.00 of funds from the Office Secretary of Defense (OSD) Readiness and Environmental Protection Initiative (REPI) program in Fiscal Year 13.  Accounting line: 097 20132013 01001101 A183Y_04WH56VENQ 3230 W9133L-09-02-3072 021001  The funds will be used for parcels outlined in the Fiscal Year 13 REPI request unless otherwise agreed to in writing and included in the approved ACUB proposal and as updated by any biennial reviews.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	NATIONAL GUARD BUREAU
BY: 	BY: 
Director	MAJ Samuel Harris, NGB-OPR-PM
Date 12/20/12	Date 7 Jan 2013
APPROVED AS TO FORM AND LEGALITY	
DEC 20 2012	

BY: MICHAEL D. MORELLY (DEP ATTORNEY)



W9133L-09-2-3072

Modification 04

November 2011

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072  MODIFICATION NO. 03 ISSUED BY NATIONAL GUARD BUREAU	Page 1 of 1  ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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A. This modification is issued pursuant to <u>Authority: 31 U.S.C Section 6301-6308 &amp; Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.</u>
B. Per Article IV, Section 401(c) the maximum funding limitation of cooperative agreement, W9133L-09-2-3072, is hereby increased by an additional \$1,500,000.00 of funds from the Office Secretary of Defense (OSD) Readiness and Environmental Protection Initiative (REPI) program in Fiscal Year 12.  Accounting line: 097 20122012 01001101 A183Y 04WH56VENQ 3230 W9133L-09-02-3072 021001  Funds will be utilized for additional parcels included in the approved Army Compatible Use Buffer area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  BY: <u><i>ch Sell</i></u> Director Date: <u>12/7/11</u>	NATIONAL GUARD BUREAU  BY: <u><i>Gregg L. Hadlock</i></u> LTC Gregg L. Hadlock Chief ARNG-ILE-R Date: <u>19 Dec 2011</u>
APPROVED AS TO FORM AND LEGALITY  DEC 6 2011 <u><i>Michael D. Morelly</i></u> BY: MICHAEL D. MORELLY (DEP ATTORNEY)	

W9133L-09-02-3072

Modification 3

Exhibit A

March 2011

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072  MODIFICATION NO. 02 ISSUED BY NATIONAL GUARD BUREAU	Page 1 of 1  ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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A. This modification is issued pursuant to Authority: 31 U.S.C Section 6301-6308 & Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.
B. The total dollar amount of this cooperative agreement, W9133L-09-2-3072, is hereby amended as follows:  Maximum Federal Funding Limitation is increased an additional \$2,000,000.00 in Fiscal Year 2011.  Accounting line: 97 1 0100 1101 181050 04WH56.00000 3230 W9133L-09-2-3072 W39LAA 9EAA37 044205  Funds will be utilized for additional parcels included in the approved Army Compatible Use Buffer area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  BY: <u><i>Michael D. Morelly</i></u> Assistant Director Date <u>3-1-11</u>	NATIONAL GUARD BUREAU  BY: <u><i>Alisa Dickson</i></u> Alisa Dickson, NGB-OPR-PM ARNG-ILE Natural & Cultural Team Leader Date <u>3 Mar 2011</u>
<p style="text-align: center;"><b>APPROVED AS TO FORM AND LEGALITY</b></p> <p style="text-align: center;">MAR 1 2011</p>	

BY: MICHAEL D. MORELLY (DEP ATTORNEY)

W9133L-09-2-3072

Modification 2

April 2010

COOPERATIVE AGREEMENT MODIFICATION

AGREEMENT NO. W9133L-09-2-3072	Page 1 of 1
MODIFICATION NO. 01 ISSUED BY NATIONAL GUARD BUREAU	ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A. This modification is issued pursuant to <u>Authority: 31 U.S.C Section 6301-6308 &amp; Article VII, Section 703 of Cooperative Agreement W9133L-09-2-3072.</u>
B. The total dollar amount of this cooperative agreement, W9133L-09-2-3072, is hereby increased to an additional \$1,000,000.00 in Fiscal Year 10.  Accounting line: 97 0 0100 1101 181050 04WH56.00000 3230 W9133L-09-02-3072 W39LAA 9EAA37 044205  Funds will be utilized for additional parcels included in the approved Army Compatible Use Buffer area.

Except as provided herein, all terms and conditions of the Cooperative Agreement, as heretofore changed, remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by there authorized representatives; execute this Cooperative Agreement Modification.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	NATIONAL GUARD BUREAU
BY: <u><i>William C. Robinson, Jr.</i></u> Director Date <u>5/13/10</u>	BY: <u><i>[Signature]</i></u> NGB-OPR-PM NGB Environmental Programs Division Date <u>23 April 10</u>
<b>APPROVED AS TO FORM AND LEGALITY</b>	

MAY 13 2010

*WCR*

BY: WILLIAM C. ROBINSON, JR.  
W9133L-09-2-3072

Modification 1

Exhibit A

**SPECIAL MILITARY PROJECT COOPERATIVE AGREEMENT  
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AGREEMENT NO. W9133L-09-2-3072

PAGE 1 OF 32 PAGES

ISSUED BY: NATIONAL GUARD BUREAU

ISSUED TO: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

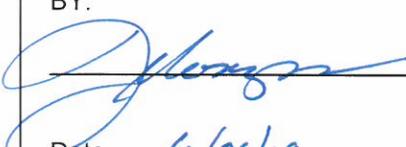
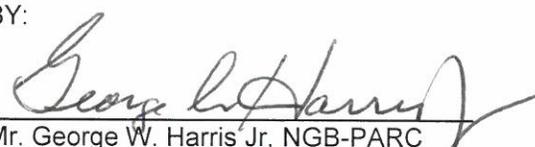
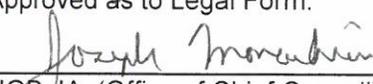
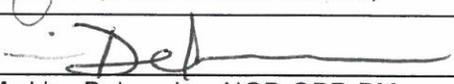
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V	PAYMENT	1	XI	LEGAL AUTHORITY	1
VI	DEFINITIONS	1	XII	TERMINATION, ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS	2
				ATTACHMENTS	4

**EXECUTION**

By executing this Special Military Project Cooperative Agreement, the parties agree to the terms and conditions contained herein, including attachments.

IN WITNESS WHEREOF, the parties by their authorized representatives, execute this Special Military Project Cooperative Agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  BY:  Date <u>4/26/09</u>	NATIONAL GUARD BUREAU  BY:  Mr. George W. Harris Jr, NGB-PARC (Principal Assistant Responsible for Contracting)  Date <u>25 June 2009</u>
<b>APPROVED AS TO FORM AND LEGALITY</b>	Approved as to Legal Form:  NGB-JA (Office of Chief Council)
JUN 26 2009  BY: SANDRA STOCKWELL (DEP ATTORNEY)	 Ms Lisa Delmonico, NGB-OPR-PM (NGB Environmental Programs Division)

ACKNOWLEDGED:

  
**DOUGLAS BURNETT**  
Major General, FLANG  
The Adjutant General

**ARTICLE I - SCOPE, PURPOSE AND AUTHORITY**

**Section 101. General.**

a. The National Guard Bureau (NGB) and the State of Florida Department of Environmental Protection (FDEP) have entered into this Cooperative Agreement (CA) to establish the terms and conditions applicable to the contribution of Federal funds to assist FDEP's acquisition of long-term interests in or title to parcels of land in the vicinity of, or ecologically related to Camp Blanding, Florida in accordance with Title 10 U.S.C. Chapter 159 Section 2684a as amended by Section 2822 of the National Defense Authorization Act (NDAA) for Fiscal Year 2006 and as amended by Section 2825 of the NDAA for Fiscal Year 2008.

b. This CA with attachments includes all terms and conditions related to NGB's contribution of funds for the above stated purpose. Attachments (A. Parcels to be Pursued by FDEP; B. PARTNER Contributions; C. Request of Advance/Reimbursement; and D. Annual Report Template) are an integral part of this CA.

**Section 102. Scope.**

The scope of this CA includes all activities enumerated in this agreement and the attachments.

**Section 103. Performance Specifications.**

Specifications for the performance of these activities are contained within the scope of this CA are contained in Article VII and the attachments.

**Section 104. Authority.**

a. NGB authority: US Code, Title 10, Section 2684a, as amended by Section 2822 of the NDAA for Fiscal Year 2006 and Section 2825 of NDAA for Fiscal Year 2008, authorizes the Secretary of the Army to enter into agreements with State or Local governments or private conservation organizations to address the use or development of real property in the vicinity of a military installation. Such agreements are for the purposes of (a) limiting any development or use of the property that would be incompatible with the mission of the installation; or (b) preserving habitat on the property that is compatible with environmental requirements and that may eliminate or relieve environmental restrictions that would restrict, impede or interfere with military training, testing, or operations on the installation.

Exhibit A

**Section 105. Office of Primary Responsibility.**

The NGB Office of Primary Responsibility (NGB-OPR-PM) for this agreement is the NGB Environmental Division (NGB-ARE-C), Army National Guard Readiness Center, 111 South George Mason Drive, Arlington, VA 22204-1382.

**ARTICLE II - OBLIGATIONS OF THE PARTIES**

**Section 201. Obligations of the PARTNER (Grantee)**

a. The FDEP shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this CA according to sound, efficient, commercial practice and the terms, conditions, and specifications of this CA.

b. The FDEP shall, contingent on an annual appropriation by the Florida Legislature for the purpose and the rank annually assigned to the lands on Attachment A, and further subject to the funding of the appropriation through the issuance of Florida Forever Revenue Bonds by the State of Florida or other funding as provided by the Florida Legislature, obligate sufficient funds to pay its share of the costs of this CA, should FDEP choose to acquire any of the lands on Attachment A.

c. The FDEP's obligations under the provisions of this CA are contingent upon the NGB funding of this CA; provided, however, that NGB's failure to provide funds for an acquisition of lands by FDEP in the vicinity of or ecologically related to Camp Blanding, Florida, shall not prohibit FDEP from proceeding with such acquisitions independent of NGB and the terms of this CA.

d. The FDEP shall be responsible for management of the land or interest in the land acquired and held by the FDEP through this CA.

**Section 202. Obligations of NGB.**

a. The NGB shall share in acquisition costs of the property to which this CA applies, as set forth in Section 401. NGB shall reimburse or advance funds to the FDEP for the allowable acquisition costs as defined in Section 721 incurred in performance of this CA according to its terms and conditions for reimbursement or advance.

b. Whenever the terms of this CA provide for approval by NGB, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by the NGB in a timely fashion.

c. The obligations of NGB are subject to the availability of Federal funds for the CA.

d. In accordance with OMB Circular 102, NGB-ARE-C shall reconcile continuing awards at least annually and evaluate program performance. Financial reports will be submitted on an annual basis via the report template in Attachment D.

**Section 203. Obligations of Both Parties**

a. The FDEP shall deliver to the Chief, National Guard Bureau an accounting of funding and disbursements under the CA for each fiscal year of the agreement by 31 Oct annually. The accounting shall include the property where military funds were expended and include the items outlined in Attachment D. The NGB, Florida Army National Guard (FLARNG), and the FDEP share in the responsibilities for an accurate and timely annual funding closeout of this agreement in accordance with the annual report template (Attachment D)

b. Within 90 days after the end of the Federal fiscal year, or upon termination or closeout of this CA, whichever is earlier, FDEP and NGB-OPR-PM shall prepare a final accounting of all funding and disbursements under the agreement for the fiscal year (1 Oct-30 Sep).

c. Funds not expended for parcels outlined in Attachment A are to either be returned if already dispersed or if not disbursed will be un-obligated.

d. NGB-ARE-C, in conjunction with NGB-PARC, shall close out funding for the Agreement, IAW Chapter 10, NGR 5-1 for a specific fiscal year when it has been determined that all applicable administrative and financial actions have been completed.

### ARTICLE III - COSTS

#### Section 301. General.

NGB shall advance or reimburse FDEP for the allowable costs of performance of this agreement.

#### Section 302. Estimated Cost

a. The total estimated costs of this agreement are specified in Section 401.

b. Whenever any item of cost for the performance of this CA is identified to be funded in part by FDEP contributions and in part by NGB contributions, as listed in Section IV of this agreement, NGB shall be obligated to advance or reimburse FDEP only for its percentage share of the total costs that would otherwise be allowable under this agreement.

#### Section 303. Cost Sharing.

a. The NGB shall determine the appropriate portion of the acquisition costs to be borne by the United States in the sharing of acquisition costs of real property or an interest in real property within the Northeast Florida Timberlands and Watershed Reserve Florida Forever Project, under paragraph (d)(1)(B) of 10 US Code Section 2684a.

b. The portion of acquisition costs borne by the United States in the sharing of acquisition costs of real property, under paragraph (d)(1)(B) may not exceed an amount equal to the fair market value, at the date of acquisition, of any property or interest to be transferred to the United States upon the request of the NGB under paragraph (d)(4) of 10 US Code Section 2684a.

c. The contribution of an entity or entities to the acquisition costs of real property or an interest in real property within the Northeast Florida Timberlands and Watershed Reserve Florida Forever Project, under paragraph (d)(1)(B) of 10 US Code Section 2684a may include, with the approval of the NGB, the following or any combination of the following:

(1) The provision of funds, including funds received by such entity or entities from a Federal agency outside the Department of Defense or a State or local government in connection with a Federal, State or local program.

(2) The provision of in-kind services, including services related to the acquisition or maintenance of such real property or interest in real property.

(3) The exchange or donation of real property or any interest in real property within the project area.

d. The minimum contribution from FDEP for the Fiscal Year 2009 is listed in Section IV, Minimum FDEP Funding. FDEP's contribution to the acquisition of lands in the project area acquired with NGB funds will be in-kind services of negotiating, contracting for and managing the sale; obtaining, reviewing and analyzing the due diligence products. In addition, FDEP has acquired or will acquire on its own behalf other lands within the project area that will constitute cost share by the FDEP whether or not military funds were contributed to the acquisition.

#### Section 304. Allowability of Costs

Except as otherwise stated in this Article or elsewhere in the CA, the allowability of costs incurred by FDEP in performance of this CA shall be determined according to 2 CFR Part 225

**ARTICLE IV - FUNDING LIMITATIONS**

**Section 401. Funding Limitation**

a. Funding - The total estimated Federal costs for this Agreement for this FY are :

Maximum Federal Funding Limitation (FY 09)	\$450,000.00
Minimum FDEP Funding	\$112,500.00
Total:	\$562,500.00

Accounting line for funds (OSD REPI) is:

97 9 0100 1101 181050 04WH53.23000 3230 VENN W9133L-09-02-3072 6ELF37 044205

Accounting line for funds (NGB) is:

Accounting line for funds (Army) is:

b. Maximum Funding Limitation is the total amount of Federal funds obligated, or immediately available for obligation, as the Federal Government's share under this agreement.

c. Within its discretion, NGB may unilaterally increase the maximum funding limitation reflected in this section at any time.

d. FDEP shall have no obligation to incur costs which exceed NGB's share of the maximum funding limitation of this Section. FDEP's minimum funding will be met by in-kind services in accordance with the DoDGARS 33.24 and items outlined in Attachment C. In addition, FDEP has acquired or will acquire on its own behalf other lands within the project area that will constitute cost share by the FDEP whether or not military funds were contributed to the acquisition.

**Section 402. Funding Sources.**

Funds for this agreement are either from the Office Secretary of Defense's (OSD) Readiness and Environmental Protection Initiative (REPI) program based upon the FLARNG's application for such funds or from the NGB based upon the FLARNG's submission in the Status Tool for the Environment (STEP). Only those parcels identified in the REPI request can be funded with OSD REPI funds unless otherwise documented and approved in a memorandum via the NGB-OPR-PM to OSD within the same fiscal year. Only those parcels identified in Attachment A may be pursued utilizing NGB funds.

**Section 403. Limitation on the Availability of Funds for FDEP's Obligation.**

Funds provided by NGB under this CA for any Federal Fiscal Year are available for obligation (as the term "obligation" is defined in 32 CFR 33.3) by the FDEP only as long as the FDEP initiates action during the Fiscal Year to accomplish real estate transactions for parcels listed in the applicable Attachment A. "Initiates action" as the phrase is used herein shall mean and refer to the inclusion of the property on an acquisition list and any one of the following: preparing appraisal mapping for the property, having the property appraised, or initiating negotiations with the owner for the sale of the property or easement as applicable. NGB understands that FDEP's ability to initiate action under the provisions of this section 403 may be constrained by failure to obtain a legislative appropriation for the purpose, failure of the property on Attachment A to be ranked high enough to receive such funding as may be appropriated, or failure of the State of Florida to issue Florida Forever Revenue Bonds or the Florida Legislature to provide other funding. As a result of the foregoing, nothing in this section 403 shall be construed to compel FDEP to initiate action during the Fiscal Year to expend NGB's funds.

**ARTICLE V- PAYMENTS**

**Section 501. Payment by Advance**

a. NGB may reimburse the FDEP in advance. The advance payment shall be made according to the procedures established by the Defense Finance and Accounting Service and the NGB Army Comptroller Division. NGB acknowledges that the property interests subject to this CA, if successfully negotiated for acquisition by FDEP, cannot be acquired under the provisions of this CA until the acquisition funds are received from NGB and the NGB-OPR-PM has authorized their disbursement by signing concurrence on the request for advance/reimbursement of funds form (Attachment C). If NGB's funds are not received by FDEP or the closing agent sufficiently in advance of closing to allow the funds to clear the bank for disbursement then NGB understands FDEP may proceed to acquire the property without participation by NGB, and that FDEP has no mechanism to later accept funds from NGB and reimburse the state account from which FDEP withdrew purchase funds.

b. Funds shall be deposited into an escrow account or similar state account indicating the source and purpose of the funds pursuant to State Accounting and Budgetary Procedures Law. Any interest earned in escrow must be applied to the project.

c. The FDEP agrees to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the FDEP.

d. The funds provided by this advance payment arrangement are to be used solely by the FDEP for the items of allowable acquisition costs incurred in the performance of this CA as defined in Section 721.

e. Appropriate payment documents, such as vouchers, options, or closing statements, for actual expenditures shall be submitted to the NGB Environmental Programs Division (NGB-ARE-C) during the period for which advanced payments have been made. The documents shall be reconciled with the advanced payments that were previously made and shall be applied to the liquidation of those advanced payments outstanding.

f. The FDEP shall make records and accounts pertaining to this CA available for inspection by auditors and other authorized Federal government officials as required; provided, however, that FDEP shall not be required to make available records that are confidential under the provisions of Florida law, including, but not limited to, sellers' social security numbers.

**Section 502. Direct Federal Payment of PARTNER Obligations.**

In no event, shall the NGB make direct payment to a FDEP contractor, FDEP employee, contractor employee, or FDEP vendor for any costs incurred by the FDEP under this CA.

**ARTICLE VI - DEFINITIONS**

**Section 601. Chief, National Guard Bureau.**

The Chief, National Guard Bureau means the head of the National Guard Bureau or his designee.

**Section 602. Fiscal Year.**

Fiscal Year (FY) means the Federal Funding Year that begins on October 1 and ends on September 30.

**Section 603. State of Florida Department of Environmental Protection (FDEP)**

The State of Florida Department of Environmental Protection (FDEP) is the executive branch agency of the State of Florida primarily responsible for administering the State's land and water conservation program known as "Florida Forever".

**Section 604. NGB-OPR-PM.**

A Federal employee (AGR or Civilian) at the A-Staff, G-Staff or J-Staff level, appointed by their respective Commander/Director/Division Chief, to be the program manager for a Military Cooperative Agreement, Military Construction Cooperative Agreement, Cooperative Agreement Appendix or Special Military Project Agreement.

**Section 605. NGR 5-1.**

The National Guard Bureau regulation dealing with Grants and Cooperative Agreements.

**Section 606. National Guard Bureau.**

The National Guard Bureau (NGB) is a Joint Bureau of the Department of the Army and the Department of the Air Force, headed by a chief who is the advisor to the Army Chief of Staff and the Air Force Chief of Staff on National Guard matters. The National Guard Bureau is the channel of communication between the departments concerned and the several States, Territories, Puerto Rico, and the District of Columbia, on all matters pertaining to the National Guard, the Army National Guard of the United States, and the Air National Guard of the United States.

**Section 607. Florida Army National Guard.**

The Florida Army National Guard (FLARNG) is the organized militia of the State of Florida, active and inactive that: is a land force; is trained, and has its officers appointed, under the sixteenth clause of section 8, article I of the Constitution; is organized, armed, and equipped wholly or partly at Federal expense; and is federally recognized (32 USC section 101).

**Section 608. Eligible Entity**

As used in this Agreement and as defined in 10 USC Section 2684a (b), an "eligible entity" is a State or political subdivision of a State or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, as determined by the Secretary concerned.

**ARTICLE VII - GENERAL PROVISIONS**

**Section 701. Term of Agreement.**

Unless sooner terminated by its terms or extended for project completion, this CA shall terminate on 30 September 2014.

**Section 702. Primary Benefit.**

This CA is intended for the primary benefit of NGB, the Florida Army National Guard (FLARNG), and the FDEP, and is not intended to create any other beneficiaries.

**Section 703. Modification.**

This CA may be modified only by a written instrument signed by the parties hereto.

**Section 704. Successors and Assigns.**

This CA may not be assigned by a party without the express written consent of the other party. All covenants made under this CA shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

**Section 705. Entire Agreement.**

This CA forms the entire agreement between the parties as to scope and subject matter of this CA. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this CA.

**Section 706. Severability.**

If any provision of this CA is held judicially invalid, the remainder of the CA shall continue in force and effect to the extent not inconsistent with such holding.

**Section 707. Waiver of Breach.**

If a party waives enforcement of any provision of this CA upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

**Section 708. Notices.**

Any notice, transmittal, approval, or other official communication made under this CA shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated:

Mr. George W. Harris, Jr., PARC  
National Guard Bureau  
ATTN: NGB-PARC  
1411 Jefferson Davis Highway  
Arlington, VA 22202-3231  
703-607-0980

Director, Division of State Lands  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 115  
Tallahassee, Florida 32399-3000  
850-245-2669

**Section 709. Execution.**

This CA may be executed in several counterparts, each of which shall be deemed an original.

**Section 710. Conflict of Interest.**

The FDEP shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

**Section 711. Access to and Retention of Records.**

The FDEP shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the FDEP's custody or control and that relate to its performance under this CA and that are not confidential under the provisions of Florida law. The FDEP shall retain all such records intact in a form, if not original documents, for at least three (3) years following termination of this CA.

**Section 712. Change of Circumstances.**

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this CA.

**Section 713. Liability and Indemnity.**

Nothing in this CA shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this CA, or arising from any other action that may arise as a result of this agreement. Any claims or any liabilities for claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assignees or by third persons, arising out of and during the performance of this CA shall be determined according to applicable law.

**Section 714. Reports.**

In addition to any financial or other reports required by the terms of this CA, NGB will require the FDEP to assist in preparing an annual report to document the contributions of the FDEP toward the acquisition or in the project area, template provided in Attachment D. The NGB may request the FDEP to provide additional information relating to this CA. The FDEP agrees to provide the any additional information within a reasonable time of request and in such detail as may be required and is available to FDEP.

**Section 715. Special State Requirements.**

Changes to established requirements of this CA made necessary by governing state statutes will be coordinated with NGB Office of the Chief Counsel prior to submission of this CA for approval by NGB. Upon acceptance of the submitted change or alteration by the NGB Office of Chief Counsel, a complete statement of alterations or changes, along with their justification, must be either presented below or attached to this CA and will be considered a part hereof.

**Section 716. Confidentiality of Appraisals.**

In accordance with Army Regulation 405-10, paragraph 1-7b, sections 259.041(7)(e) and (8)(c), Florida Statutes (2008), and Rule 18-1, Florida Administrative Code, the NGB will maintain the confidentiality of all appraisals, offers and other negotiation matters until the data becomes public. NGB may disclose such confidential information only to the individuals who sign a confidentiality agreement with FDEP.

**Section 717. Availability of Public Records**

Except as provided in Section 716 above or as may be exempt from public disclosure under the provisions of chapter 119, Florida Statutes, the NGB understands and agrees that all documents, papers, letters, maps and other materials specifically relating to the acquisition of a parcel are public data.

**Section 718. Certifications.**

FDEP will require as a condition of FDEP recommending the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida approve a purchase instrument, a certification that NGB, if it has been provided with or obtained confidential information, has maintained the confidentiality of the appraisals, offers and counteroffers and other negotiation matters. The certification may be signed by legal counsel for NGB. NGB personnel who have access to the appraisals, offers and counteroffers and other negotiation matters will sign a confidentiality agreement with FDEP.

**Section 719. Ownership of Real Estate.**

a. Title to land interests acquired with federal funds under this CA shall be subject to 10 U.S. C. Sec. 2684a(d)(4), and shall be held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

b. If requested by the Secretary of the Army in the future, the FDEP agrees to transfer any portion of the property or interest acquired under this agreement or a lesser interest therein to the United States. Any request from the Secretary of the Army shall be limited to the minimum property or interests necessary to ensure that the property concerned is developed and used in a manner appropriate for purposes of 10 U.S.C. §2684a as outlined in Section 104a.

c. The parties agree and acknowledge that only the parcel or parcels of land severed from the properties acquired in fee simple or less than fee simple with funds provided by NGB under the provisions of this CA shall be deemed "under" the CA, as referred to in title 10, chapter 159, Section 2684a(d)(4). This CA shall not be construed to apply to any real property or interest therein acquired by the PARTNER with other funds whether or not such property is included within the properties listed in Attachment A.

**Section 720. Interest to Be Acquired.**

a. The real property interest to be acquired may be fee simple absolute or less-than-fee simple; provided, however, that if a less-than-fee interest is to be acquired the parties shall have agreed to the form of the acquisition, the property rights to be acquired and the legal rights and responsibilities to be obtained or assumed.

b. The following shall apply for any fee simple real property interest acquired by the FDEP pursuant to the CA:

1. The deed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida shall be recorded in the local land records and shall recite that the land was acquired with assistance from and is subject to rights of the United States Army under the provisions of 10 U.S.C. 2684a(d)(4). Prior to closing, the form of the instrument shall be forwarded to the NGB-OPR-PM and approved by the Army and shall be effective to put prospective transferees on notice of the Army's rights and interests in the property.

c. The following shall apply for any less than fee simple real property interest acquired pursuant to the CA.

1. The FDEP shall ensure that the United States Department of the Army is granted a third party right of enforcement in the conveyance document of the real property interest.

2. Should the FDEP fail to enforce any material term or conditions of said easement, covenant, or other interest in real estate and permit the property to be used or developed in any manner inconsistent with said term or conditions, then the United States through the Secretary of the Army shall have the right to enforce said terms or conditions or request the transfer of an interest in the property sufficient to protect his interest as required by 10 USC 2684a(d)(4).

3. Any assignment or transfer of the FDEP's interest may only be to the United States, a state or local government, or a similar private conservation organization. Said similar private conservation organization must be a qualified organization under Section 170(h) of the Internal Revenue Code of 1986 as amended (or any successor provision) and the applicable regulations there under. The language of such assignment shall require

## Exhibit A

the grantee to assume the rights, restrictions, and obligations under the easement, covenant, or other real property interest.

4. The FDEP will ensure that any conservation easement or other less than fee simple real property interest contains a provision stating that the terms and conditions, and restrictions contained in the instrument will be inserted by reference into any subsequent deed or legal instrument by which the grantor divests either fee simple title or a possessory interest in said property.

### **Section 721. Allowable Acquisition Costs.**

#### a. Fee simple acquisitions:

1. NGB will contribute to the purchase price of the property. NGB may contribute to all valid reimbursable expenses associated with the acquisition such as: legal fees, appraisal and appraisal review fees, closing and recording fees, surveying costs, environmental assessments, and taxes payable.

2. The NGB will not reimburse the FDEP for certain expenses associated with the acquisition including, but not limited to: direct administrative costs, escrows, and indirect expenses.

#### b. Less than fee simple:

1. NGB may contribute to all valid reimbursable expenses associated with the acquisition such as: purchase price, legal fees, appraisal and appraisal review fees, closing and recording fees, surveying costs, environmental assessments, and taxes payable

2. The NGB will not reimburse the FDEP for certain expenses associated with the acquisition including, but not limited to: easement monitoring, direct administrative costs, escrows, and indirect expenses.

### **Section 722. Negotiations.**

Negotiations with the owner of the Parcel will be conducted by the FDEP or its authorized representative, in a manner intended to assure that the most favorable price and terms are obtained for the NGB, FLARNG and the FDEP.

### **Section 723. Management and Monitoring of Lands Acquired by PARTNER**

The costs of long-term management and easement monitoring are the responsibility of the FDEP, subject to an annual appropriation therefore by the Florida Legislature and funding of the appropriation by the Florida Legislature. Pursuant to 10 USC Section 2684a(d)(1)(B), the US may share only in the cost of acquisitions. The FLARNG shall cooperate in development of the land management plan and/or a species habitat management plan where appropriate and practicable. The parcel shall be managed such that development or use of the land will be compatible with the mission of Camp Blanding and such that natural resources on the parcel are preserved to help eliminate or relieve current or anticipated environmental restrictions that might otherwise restrict, impede, or otherwise interfere, either directly or indirectly, with current or anticipated military training and operations on Camp Blanding.

**ARTICLE VIII - REPRESENTATIONS AND CERTIFICATIONS**

**Section 801. Applicable Law.**

This CA is incidental to the implementation of a Federal program. Accordingly, this CA shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States. If FDEP contracts for services or products related to acquisitions under the provisions of this CA that are to be paid for with NGB funds then FDEP shall incorporate into the service or product contracts the provisions of Sections 803 through 807, below. The requirements of this Section 801 shall not be construed to require FDEP to include in the contract to acquire land a portion or all of the purchase price for which will be paid with NGB funds to include the provisions of Sections 803 through 807 in the land purchase agreement.

**Section 802. Governing Regulations.**

To the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, and NGR 5-1, National Guard Grants and Cooperative Agreements, apply to this CA.

**Section 803. Nondiscrimination.**

The Contractor/Vendor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the FDEP's performance under this CA, on the grounds of race, religion, color, national origin, sex, or handicap. Accordingly and to the extent applicable, the FDEP covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- b. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

**Section 804. Lobbying.**

a. The Contractor/Vendor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

**Section 805. Drug-Free Work Place.**

a. The Contractor/Vendor agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the FDEP covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

**Section 806. Equal Employment Opportunity.**

The Contractor/Vendor agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

**Section 807. Copeland "Anti-Kickback" Act.**

The Contractor/Vendor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this CA, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Section 808. Exceptions to Provisions of Article VIII.**

The above provisions in Article VIII do not apply to land transactions. They apply only to any other contracts written as a result of this agreement, which are funded with these federal funds.

Exhibit A

**ARTICLE IX PROCUREMENT (RESERVED)**

**ARTICLE X- PROPERTY (RESERVED)**

**ARTICLE XI - LEGAL AUTHORITY**

**Section 1101. Legal Authority.**

a. Neither the FDEP nor NGB is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this CA. The parties shall promptly notify each other of any legal impediment that arises during the term of this CA that may prevent or hinder its fulfillment of its obligations under this CA.

b. NGB authority: The NGB enters into this CA pursuant to the provisions of Title 10 U.S.C., Chapter 159, Section 2684a and any subsequent amendments and 31 USC Section 6305. By Delegation of Authority dated August 14, 2006, the Secretary of the Army delegated this authority to the Assistant Secretary of the Army (Acquisition, Logistics and Technology). By Delegation of Authority dated September 13, 2006, the Assistant Secretary of the Army (Acquisition, Logistics and Technology) re-delegated this authority to the Chief, National Guard Bureau. By Delegation of Authority dated September 28, 2006, the Chief of the National Guard Bureau re-delegated this authority to the Principal Assistant Responsible for Contracting, National Guard Bureau (NGB-PARC). All of these delegations expire on July 1, 2009, unless sooner rescinded in writing. All of these delegations remain in effect.

c.. FDEP authority: Section 259.04, Florida Statutes, authorizes the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to enter into contracts with the government of the United States providing for or relating to the conservation or protection of certain lands in accomplishing the purposes of chapter 259. The purpose of chapter 259 is to acquire lands and interests in lands to protect Florida's groundwater, surface waters and springs from pressure due to population growth and economic expansion, to provide high-quality outdoor recreational opportunities, trails and open space for urban Florida, to preserve Florida's unique ecosystems, to support a broad range of outdoor recreational opportunities to promote an appreciation for Florida's natural assets and improve the quality of life. Fla. Stat. s. 259.105 (2008). Pursuant to the provisions of section 253.002(1), Florida Statutes, the Department of Environmental Protection performs all staff duties and functions related to the acquisition, administration and disposition of state lands, title to which is or will be vested in the Board of Trustees of the Internal Improvement Trust Fund. The authority to execute multi-party agreements that do not contemplate compensation other than to the real property seller has been delegated to the Bureau of Land Acquisition within the Department's Division of State Lands by delegation from the Board of Trustees by action on February 4, 1992 and reaffirmed on February 16, 2005, through the Secretary of the Department to the Division.

**ARTICLE XII - TERMINATION, ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS**

**Section 1201. Termination.**

This CA may be terminated by either party according to the terms and conditions of 32 CFR § 33.44.

**Section 1202. Enforcement.**

NGB may take such actions to enforce the terms of this CA as may be provided for in and under the terms of 32 CFR § 33.43.

**Section 1203. Claims, Disputes Resolution and Appeals.**

a. Any claim made by the FDEP arising out of this CA shall be presented in writing to the Grants Officer (NGB-PARC). The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the FDEP's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the receipt of a claim. The determination shall be final unless appealed by the FDEP pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is NGB policy to try to resolve all issues concerning cooperative agreements at the Grants Officer's level. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If FDEP decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the FDEP to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.

e. Appeals.

1. Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. The FDEP has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. The FDEP may appeal a decision of the Grants Officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer.

(b) Appeal file. Within 30 days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority and the FDEP the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.

f. Nothing in this section 1103 is intended to limit FDEP's right to any remedy available to it at law or in equity.

Exhibit A

**Attachment A: Parcels to be Pursued by the FDEP**

A parcel or parcels valued at such amount as contributed by NGB via the Cooperative Agreement and subsequent modifications towards a Florida Forever approved project within the Camp Blanding Army Compatible Use Buffer project area.

Whether a parcel or parcels is sufficiently in the vicinity of Camp Blanding shall be determined by NGB.

The parties agree and acknowledge that only the parcel or parcels of land severed from the properties listed above and acquired with funds provided by NGB under the provisions of this CA shall be deemed "under" the CA, as referred to in title 10, chapter 159, s. 2684a(d)(3). This CA shall not be construed to apply to any real property acquired by the state of Florida with Florida's Florida Forever bond funds whether or not such property is included within the properties listed above.

## Exhibit A

### **Attachment B: Partner Contributions**

FDEP's contribution to the acquisition of lands acquired with NGB funds in the project area acquired will be in-kind services in accordance with DoDGARS 33.24 and include negotiating, contracting for and managing the sale; obtaining, reviewing and analyzing the due diligence products. In addition, FDEP has acquired or will acquire on its own behalf other lands within the Camp Blanding Army Compatible Use Buffer (ACUB) project area that contribute towards match requirements.

Exhibit A

**Attachment C: Request for Advance/Reimbursement**

[Organization Name]

[date]

MEMORANDUM FOR NGB-ARE-C (Attn: Lisa Delmonico) ARNG Readiness Center, 111 S. George Mason Dr, Arlington, VA 22204

SUBJECT: Cooperative Agreement #[include modification number(s) as applicable]

1. Description of Action: [Description of Action]

2. Parcel Description:

Name

Acreage

Relationship to installation

Purpose/desired outcome

Closing date

Nature of interest to be acquired

Appraised value

Amount of funds requested from NGB

Partner(s) Cost share including in-kind services

3. Payment Information:

Payee's Name

Address

Federal Tax Identification Number

EFT Routing Number

Account number

Cage Code

4. Costs: [Document all costs to the extent possible regardless of whether or not requesting reimbursement]

Itemized Parcel Costs					
Activity / Tasks	Parcel [Inset Name]				
	Military Funding	Partner Funding	Other Funding #1 (Specify)	Other Funding #2 (Specify)	
<b>Pre Acquisition Cost</b>	\$0	\$0	\$0	\$0	\$0
Attorney's Fees? (Legal Review, Development of Easement, etc.)	\$0	\$0	\$0	\$0	\$0
Appraisal	\$0	\$0	\$0	\$0	\$0
Boundary Survey	\$0	\$0	\$0	\$0	\$0
Biological Survey	\$0	\$0	\$0	\$0	\$0
Baseline Condition Survey	\$0	\$0	\$0	\$0	\$0
Geological Survey	\$0	\$0	\$0	\$0	\$0
Due Diligence (Phase 1 Environmental Assessment)	\$0	\$0	\$0	\$0	\$0
Travel (Mileage, Tolls, Hotel)	N/A	\$0	\$0	\$0	\$0
Title Examination	\$0	\$0	\$0	\$0	\$0
Final Search	\$0	\$0	\$0	\$0	\$0
Abstract Confirmation	\$0	\$0	\$0	\$0	\$0
Staff Hours	N/A	\$0	\$0	\$0	\$0
<b>Acquisition Cost</b>					
Purchase Price / Sales Price of Interest	\$0	\$0	\$0	\$0	\$0
Endowment for Management and Enforcement	N/A	\$0	\$0	\$0	\$0
<b>Recordation</b>					
Closing Fee	\$0	\$0	\$0	\$0	\$0
Title Insurance	\$0	\$0	\$0	\$0	\$0
Recording Fee	\$0	\$0	\$0	\$0	\$0
Taxes	\$0	\$0	\$0	\$0	\$0
<b>Settlement / Closing Costs</b>					
Title Search	\$0	\$0	\$0	\$0	\$0
Bank Fees	\$0	\$0	\$0	\$0	\$0
<b>Natural Resource Management</b>					



Exhibit A

5. Funding Source: [Document value and source of resources considered part of the ACUB effort. Include additional description as appropriate]

Parcel Name	Acreage	Military	Partner (Out of Pocket)	Other (Name Source)	Other (Name Source)	Total

Source	Funds to Date
Army	
DoD	
Partner	
Other (Name Source)	
Other (Name Source)	
Total	

6. A copy of the draft deed is attached for review.

7. [Organization Name] point of contact for this action is [name/phone number/e-mail].

FOR [Organization Name]:

[SIGNATURE BLOCK]

[CF:]  
[Installation point of contact name / address]

Concurrence:

\_\_\_\_\_  
NGB-OPR-PM  
Environmental Programs Division

Exhibit A  
Installation Annual ACUB Report  
Template

**Attachment D: Template Annual Report**  
**DRAFT DUE TO NGB 15 Oct annually**  
**FINAL DUE TO NGB 31 Oct annually**

**INSTALLATION**  
**Army Compatible Use Buffer Report Annual Report**  
**Reporting Period [dd Month yyyy] through [dd Month yyyy]**  
**Action Officer NAME / NUMBER / EMAIL**

<b>Proposal Information</b>		<b>Installation(s)<sup>1</sup></b>		
		<b>Title (If Applicable)<sup>2</sup></b>		
		<b>Proposal Approval Date<sup>3</sup></b>		
		<b>Amendment Date<sup>4</sup></b>		
<b>Cooperative Agreement Information</b>	<b>Cooperative Agreement 1<sup>5</sup></b>	<b>Signatories<sup>6</sup></b>		
		<b>Effective Date<sup>7</sup></b>		
	<b>Cooperative Agreement 2</b>	<b>Signatories</b>		
		<b>Effective Date</b>		
	<b>Cooperative Agreement #</b>	<b>Signatories</b>		
		<b>Effective Date</b>		

<sup>1</sup> **Installation(s):** The installation(s) and any satellite or support facilities included as part of the ACUB proposal.

<sup>2</sup> **Title (If Applicable):** The title of the initiative.

<sup>3</sup> **Proposal Approval Date:** Date ACUB proposal was approved as indicated by the date stamp on the ACSIM approval memo.

<sup>4</sup> **Amendment Date:** Date any modifications are officially approved by the approving official.

<sup>5</sup> **Cooperative Agreement #:** Number the cooperative agreements in the order in which they were awarded.

<sup>6</sup> **Signatories:** Organizations the signatories represent including the partner organization(s) and the acquisition activity. Current authorized acquisition activities include the National Guard Bureau, US Army Medical Research Acquisition Activity (USAMRAA), and Research Development and Engineering Command (RDECOM).

<sup>7</sup> **Effective Date:** Execution date for the cooperative agreement / date at which the cooperative agreement is official as indicated by date of final signature.

Exhibit A  
Installation Annual ACUB Report  
Template

**Description of Partnership (Describe Each Partnership Separately):**

- Cooperative Agreement:
  - Partner mission:
- Mutual goals and objectives:
  
- Cooperative Agreement:
- Partner mission:
  
- Mutual goals and objectives:

**Past Action Monitoring:**

**Past Fiscal Year Actions:**

**Parcel Name:**

- Closing Date:
- Parcel Size:
- Cost Break Out:
  - Please Consider
  - Army
    - ACSIM
    - USAEC
    - Installation
  - DoD (OSD REPI)
  - Partner
    - Partner's own funds
    - Third party funds leveraged by the partner
      - Grants
      - Landowner donations
      - Other resources the partner used / harnessed
  - Other (Please explain)
    - Landowner charitable donations
    - Other government agencies
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:
  - Please Consider
  - Type of interest
    - Fee simple purchase of title
    - Easement
      - Restrictions
      - Land management requirements if applicable
    - Other
      - Lease
      - PDR / TDR
  - Who will hold the interest in the long term and near term if applicable
  - Area covered if less than entire property
  - *Statement about management and enforcement requirements*

**Exhibit A**  
**Installation Annual ACUB Report**  
**Template**

**Parcel Name:**

- Closing Date:
- Parcel Size:
- Cost Break Out:
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:

**Parcel Name:**

- Closing Date:
- Parcel Size:
- Cost Break Out:
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:

**Parcel Name:**

- Closing Date:
- Parcel Size:
- Cost Break Out:
- Description of Parcel and Past, Present, and Future Use:
- Military Purpose Being Served:
- Partner Purpose Being Served:
- Interest Being Acquired:

**Near Term Targets (Actions Planned for the Current and Subsequent Fiscal Year):**

- Parcel name
  - Expected closing date
  - Parcel size
  - Expected cost break out
    - Army
      - ACSIM
      - USAEC
      - Installation
    - DoD (OSD REPI)
    - Partner
      - Partner's own funds
      - Third party funds leveraged by the partner
        - Grants
        - Landowner donations
        - Other resources the partner used / harnessed
    - Other (Please explain)
      - Landowner charitable donations
      - Other government agencies
  - Statement about past, present, and future land use and ownership
  - Statement about military purpose being served, encroachment benefit
  - Statement about partner purpose being served
  - Statement about interest being acquired
    - Type of interest
      - Fee simple purchase of title

**Exhibit A  
Installation Annual ACUB Report  
Template**

- Easement
  - Restrictions
  - Land management requirements if applicable
- Other
  - Lease
  - PDR / TDR
    - Who will hold the interest in the long term and near term if applicable
    - Area covered if less than entire property
  - Statement about management and enforcement requirements

**Long Term Targets:**

- Targets
- Opportunities
- Out-year requirements

**ACUB Map:**

- Installation
  - Boundary
  - Training assets worth noting
  - Areas with encroachment / training restrictions worth noting
  - Other features worth noting
    - Flight corridors
    - Noise contours
    - Wetlands
    - T&E Habitat
- ACUB parcels
  - Protected
  - Targeted
- ACUB area of consideration (ACUB focus area)
- Other protected areas
  - National, state, and local public open space
  - Private reserves, easements, or other protected lands
- Developed areas that preclude ACUB

Installation Annual ACUB Report  
Template

Exhibit A

Funding Obligation History:

Funding Obligation Table		
Fiscal Year of Obligation	Amount of Obligation	Source
2008		
2009		
2010		
2011		
2012		
<b>Total Military Obligation to Date</b>		



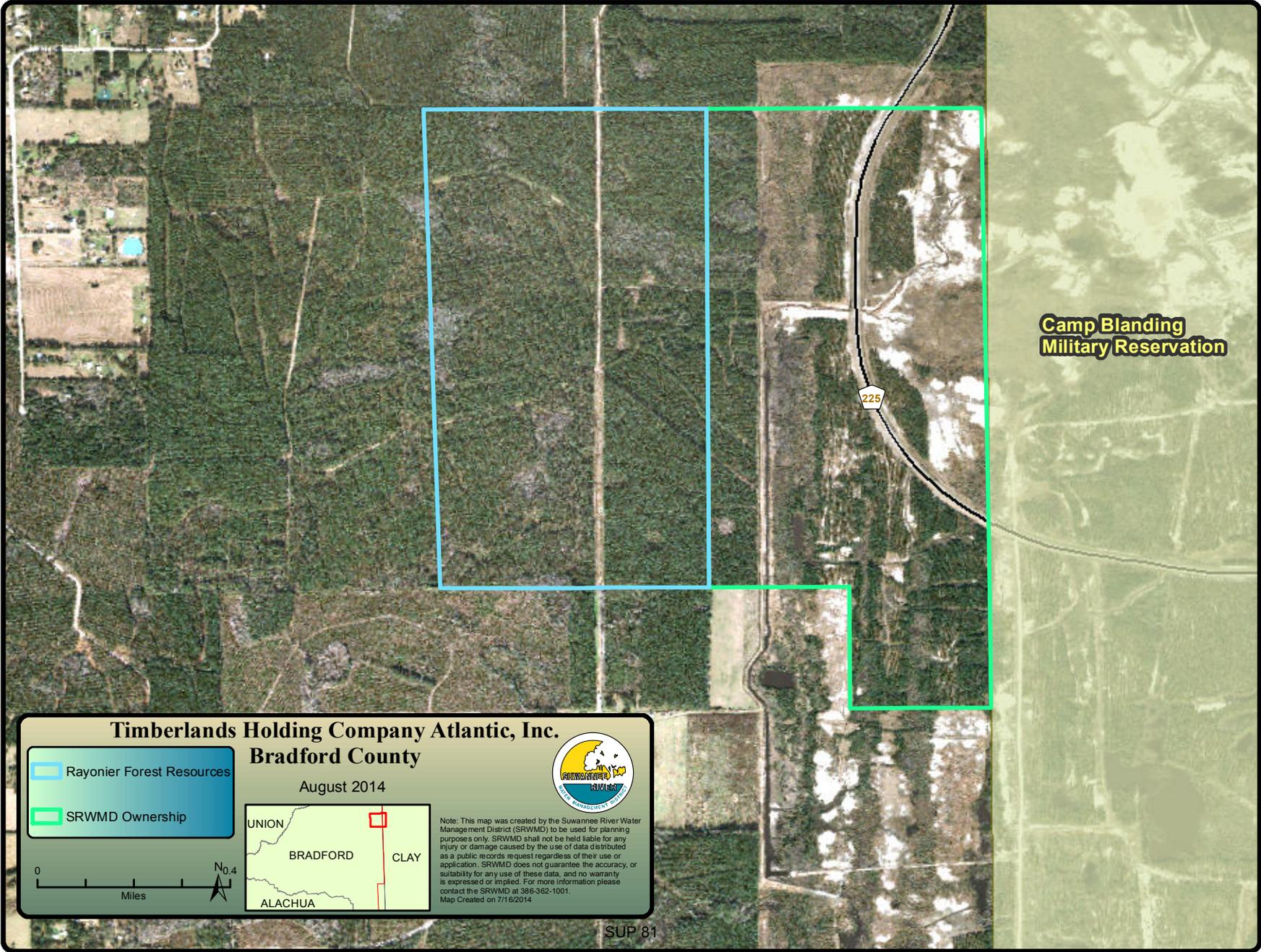
Itemized Parcel Costs				
Parcel Alpha				
Activity / Tasks	Military Funding	Partner Funding	Other Funding #1 (Grant)	Other Funding #2 (Landowner Donation)
<b>Pre Acquisition Cost</b>				
Attorney's Fees? (Legal Review, Development of Easement, etc.)				
Appraisal				
Boundary Survey				
Biological Survey				
Baseline Condition Survey				
Geological Survey				
Due Diligence (Phase 1 Environmental Assessment)				
Travel (Mileage, Tolls, Hotel)	N/A			
Title Examination				
Final Search				
Abstract Confirmation				
Staff Hours	N/A			
<b>Acquisition Cost</b>				
Purchase Price / Sales Price of Interest				
Fee simple				
Easement				
Endowment for Management and Enforcement	N/A			
<b>Recordation</b>				
Closing Fee				
Title Insurance				
Recording Fee				
Taxes				
<b>Settlement / Closing Costs</b>				
Title Search				
Bank Fees				
<b>Natural Resource Management</b>				

Land Management Actions / Tasks (Performed)	N/A			
Land Management Actions / Tasks (Contracted)	N/A			
Land Management Services (Severable Services vs. Non Severable)	N/A			
Natural Resource Studies	N/A			
Natural Resource Management Plans	N/A			
Supplies	N/A			
Facilities (establishment, operations, maintenance)	N/A			
Future Management	N/A			
<b>CA / Easement Monitoring and Enforcement</b>				
Baseline Condition Survey	N/A			
Scheduled Monitoring Visit	N/A			
Monitoring Report	N/A			
Legal Services (In the Event of Violation)	N/A			
<b>Personnel and Other Costs</b>				
Labor	N/A			
Tasks (Performed by Cooperator)	N/A			
Tasks (Contracted Products, Services, and Fees)				
Travel	N/A			
Meals	N/A			
Supplies	N/A			
Overhead	N/A			
<b>Miscellaneous</b>				
Landowner Meetings and Meals	N/A			
Interest on Loans	N/A			
Outreach	N/A			
Pre-Agreement Costs	N/A			
Insert Additional Costs as Necessary	N/A			
<b>Sub Total</b>				
<b>Total</b>				

Itemized Costs Not Parcel Specific:

Itemized Costs
Not Parcel Specific

Activity / Tasks	Military	Partner	Other Funding #1 (name)	Other Funding #2 (name)
<b>Cooperative Agreement</b>				
Attorney's Fees (Legal Review, Development of Agreement, etc.)				
Personnel Time	N/A			
Communications (Phone / Internet / FedEx)				
Auditing				
<b>Personnel and Other "Indirect Costs"</b>				
Labor	N/A			
Tasks (Performed by Cooperator)	N/A			
Tasks (Contracted Products, Services, and Fees)	N/A			
Travel	N/A			
Meals	N/A			
Supplies	N/A			
Overhead	N/A			
<b>Miscellaneous</b>				
Landowner Meetings and Meals	N/A			
Outreach	N/A			
Pre-Agreement Costs	N/A			
Insert Additional Costs as Necessary				
<b>Sub Total</b>				
<b>Total</b>				



**Camp Blanding  
Military Reservation**

225

**Timberlands Holding Company Atlantic, Inc.  
Bradford County**

August 2014



- Rayonier Forest Resources
- SRWMD Ownership



Note: This map was created by the Suwannee River Water Management District (SRWMD) 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 a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001. Map Created on 7/16/2014



