

AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
LANDS COMMITTEE MEETING

OPEN TO THE PUBLIC

July 10, 2018
Following Board Meeting

District Headquarters
Live Oak, FL

1. Call to Order / Committee Roll Call
2. Public Comment
3. General Discussion / Update
 - Acquisition and Surplus Review Process
4. Land Acquisition / New Property Offers - None
5. Conservation Easement Modification Requests
 - Third Amendment to the Montechoa Creek Conservation Easement, Alachua County
6. Surplus Lands / Updates - None
7. Announcements
8. Adjournment

A person may not lobby the District until such person has registered as a lobbyist with the Contracts and Procurement Coordinator by filing a registration form.

Definitions:

•"Lobbies" is defined as seeking to influence a district policy or procurement decision or an attempt to obtain the goodwill of a district official or employee. (112.3261(1)(b), Florida Statutes [F.S.]

•"Lobbyist" is a person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. (112.3215(1)(h), F.S.)

MEMORANDUM

TO: Lands Committee
FROM: William McKinstry, Land Management Program Manager
DATE: June 20, 2018
RE: Third Amendment to the Montechoa Creek Conservation Easement

RECOMMENDATION

Staff recommends the Land Committee approve the Third Amendment of the Montechoa Creek Conservation Easement that is owned by Loncala, Inc.

BACKGROUND

The District purchased a Conservation Easement from Loncala, Inc., on 975 acres in Alachua County in November of 2001. The property has been in compliance with the terms of the easement since that time. This will be the third amendment to conservation easement.

This third conservation easement amendment will address two items. The first request from Loncala is to amend Exhibit B of the conservation easement. Exhibit B of the conservation easement which delineates operational areas from protected wetlands systems. Newer technology has improved the mapping used to designate the easement categories which control allowable uses. Specifically, mapped protected areas from operational areas which allow harvesting, site preparation and reforestation. Improved map updates facilitates management planning and implementation and minimizes the potential for easement violations. Staff has recommended the Executive Director bypass the Lands Committee following protocol found in Governing Board Directive 18-0001.

The second request from Loncala is concerning forestry operations rights, specifically in section II, Paragraph 3(C). Since this request impacted the rights that Loncala and the District reserved staff determined it needed to be reviewed by the Lands Committee. The conservation easement restricts certain activities in the 10-year floodplain of the Santa Fe River such as applying herbicide for reforestation site preparation however it does not restrict mechanical bedding. Loncala and District staff have visited the site and agreed with Loncala. Both parties believe that bedding in the 10-year floodplain could potentially lead to negative environmental impacts to the protected wetlands and tributaries of the Santa Fe River. Loncala also has agreed to flat plant or hand plant the trees in the 10-year floodplain which will further protect the natural resources.

Staff considers the both requests from Loncala, Inc., as a mutually beneficial amendment. Both parties will equally share in costs with legal fees associated with this amendment and recording fees.

/wvm
Attachments
020-00015

Prepared by:
William J. Haley, Esquire
Brannon, Brown, Haley,
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P. O. Box 1029
Lake City, FL 32056-1029

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1798276 13 PGS
2001 NOV 29 02:55 PM BK 2403 PG 501
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK2 Receipt#074587
Doc Stamp-Deed: 4,095.00
By:  D.C.

PERPETUAL CONSERVATION EASEMENT

This indenture, made and entered into this 29th day of November, 2001, by and between **Loncala, Incorporated**, a Florida corporation, having a mailing address of 125 N. W. 1st Avenue, High Springs, Florida 32643, hereinafter referred to as "the Grantor" and the **Suwannee River Water Management District**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, Florida 32060, hereinafter referred to as "the Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property lying and being situated in Alachua County, Florida, more specifically described in Exhibit A, attached hereto and incorporated herein by reference, hereinafter referred to as "the Protected Property"; and,

WHEREAS, the Grantor and the Grantee mutually recognize the natural scenic and special character of the Protected Property and have the common purpose of conserving certain natural values and character of the Protected Property by conveyance to the Grantee of a Perpetual Conservation Easement on, over and across the Protected Property, which shall conserve the value, character, ecological integrity and hydrological integrity of the Protected Property, conserve and protect the animal and plant populations on the Protected Property, and limit further development activity on the Protected Property.

WHEREAS, certain lands are excluded from this Easement ("Excluded Residential Property"), but are affected by this Easement.

NOW THEREFORE, the Grantor, in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee and its successors and assigns a Perpetual Conservation Easement on, over and across the Protected Property for the purposes as set forth above, pursuant to Section 704.06, Florida Statutes, and subject to the following terms and conditions.

I. PROHIBITED/RESTRICTED USE

The Grantor hereby restricts the use of the Protected Property as follows:

1. **Construction.** There shall be no further construction of, or the placing of, new buildings, roads, signs, billboards or other advertising, or any other structures on or above the ground, except that the Grantor shall have the right to maintain any and all existing buildings, roads, fences, fish ponds and drainage ditches in an attractive and usable condition without the consent of the Grantee, subject to obtaining all consent or permits lawfully required therefor. The construction and maintenance of fences or other incidental improvements necessary to Silvicultural activities is permitted. Woods roads and fire lines necessary to protect, manage, and harvest timber from the Protected Property are permitted, provided there are no wetland impacts; except, as shown herein.

2. **Dumping.** Except as provided by law, there shall be no dumping or placing of soil, trash, solid or liquid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 96019-96974, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Protected Property.

3. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC). Grantor shall manage and control any occurrence of nuisance exotic or non-native plants to the degree practicable.

4. **Pesticides/Herbicides.** Pesticides or herbicides must be applied according to Best Management Practices (BMP's), if applicable or in their absence, in accordance with current label instructions.

5. **Fertilizer.** Fertilizer shall be applied according to Best Management Practices (BMP's), if applicable, or in their absence, at rates or in a manner that will protect surface water and ground water.

6. **Mining.** Grantor shall not explore for, or extract oil, gas or other mineral, nor shall Grantor mine, excavate, dredge, or remove sand, loam, peat, gravel, rock, soil, or other material. Exploration and drilling by slant drilling shall not be permitted.

7. **Endangered Species.** Grantor shall not commit an intentional act which will adversely impact known endemic threatened or endangered species on a list promulgated by any Federal or Florida governmental agency. Parties shall mutually adopt a plan as to what species are threatened or endangered in the event a list is not promulgated by governmental

agencies and if the parties are unable to agree on the list, then the matter shall be submitted to arbitration in accordance with this Easement.

8. **Archaeological, Cultural, or Historical Sites.** Grantor shall not intentionally destroy or damage any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantor by any Federal, or local governmental agency, unless authorized or approved by the appropriate governmental officials having jurisdiction.

II. RIGHTS RESERVED TO GRANTOR

Grantor reserves in perpetuity, and reserves for its successors and assigns in perpetuity, the reserved rights set forth below. **Rights not specifically reserved herein are not permitted.** These rights may be exercised at any time subject to any notice requirements.

1. **Sale of Property.** Grantor shall have the right to sell, rent or mortgage the Protected Property, provided that the Protected Property is not ever divided or sold as more than a total of two parcels. Any such interest granted subsequent to this document shall be subordinate and subject to this Easement.

(A) **Division of Property** Grantor shall have the right to sell, rent or mortgage the Protected Property, provided that the Protected Property is not divided or sold into more than a total of two parcels of approximately equal size. Any such interest conveyed to a third party will be subordinate and subject to this Easement and any such subsequent owner must agree in writing to abide by the terms of this Easement.

(B) **Mortgage/Foreclosure** Grantor's rights herein may not be transferred, assigned, encumbered or in any way alienated without the prior written notification of Grantee. Grantors may mortgage their interest in the Protected Property so long as the mortgage is to a regularly established lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement. Such assignees and subsequent owners of the Protected Property must agree in writing to be bound by the terms of this Easement and each subsequent transferee or assignee shall be bound by the terms hereof.

2. **Construction of Residential Property.** Grantee shall have the right to construct home sites and hunting headquarters on the Excluded Residential Property. The location of the Excluded Residential Property shall be as determined in paragraph 6 below. Heated and air conditioned residential structures will be allowed on the Excluded Residential Property and will be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Florida, county or other governmental requirements. Appurtenant storage buildings or barns will be allowed on the Excluded Residential Property.

3. **Silviculture.** Grantor shall have the right to conduct commercial forestry operations (Silviculture) in accordance with Best Management Practices (BMP's) subject to the following conditions:

(A) **Best Management Practices.** Unless otherwise defined herein all Silviculture operation shall be in compliance with Silvicultural Best Management Practices Manual, State of Florida, Department of Agriculture and consumer Services, Division of Forestry, 1993 Edition or such later edition as may then be in effect ("BMP Manual" herein

(B) **General Conditions.** All forestry operations on the Protected Property shall be detailed by a Forestry Management Plan prepared by the Grantor.

(C) **Forestry Operations.** Grantor shall have the right to conduct forestry operations (Silviculture) in accordance with Best Management Practices (BMP's) on the Protected Property provided there is no introduction of "off site" species. Forestry practices shall be conducted on those areas of the Protected Property as shown on Exhibit B as land cover codes: (1) 4250 - Temperate Hardwood; (2) 4340 - Hardwood Conifer Mixed; and (3) 4410-4430 Forest Regeneration - Pine Plantation. Those areas of the Protected Property within the boundaries of the 10-year floodplain as defined and shown on Exhibit B shall have no intensive forestry except for the harvesting and planting of pine plantation on existing areas shown as land cover code 4410- 4430 Forest Regeneration - Pine Plantation. The area of the 10-year floodplain as designated and shown on Exhibit B shall be managed to preserve the natural character of the forested floodplain and shall be detailed in the Forest Management Plan as a special management zone. No pesticides, fertilizers and herbicides application shall be used within this defined 10 - year floodplain.

(D) **Wetlands.** Wetlands, shall be defined, as those areas of the Protected Property shown on Exhibit "B" as land cover codes:(1) 6210 - Cypress, and (2) 6300 - Wetland Mixed Forest. There shall be no harvesting, application of herbicides, fertilization, commercial forestry or conversion to other use of these areas.

(E) **Disaster.** In the event of natural disaster, fire, disease, insect infestation or the like, upon notification to the Grantee, Grantor may cut and remove such damaged timber to protect the remaining timber. However, if Grantor fails to remove damaged timber in a reasonable time period after disaster, Grantee may cut and remove such damaged timber and keep the proceeds.

(F) **Chemicals.** Grantor shall not apply nor introduce pesticides, fertilizers, or herbicides within the Wetlands.

4. **Wildlife and Fish.** Grantor shall have the right to observe, maintain, photograph, hunt, remove and harvest wildlife and fish located on the Protected Property so long

as the same do not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the federal and state laws concerning such activities. However, there shall be no transfer or leasing of the hunting and fishing rights without Grantee's prior written approval which shall not be unreasonably withheld.

III. GENERAL PROVISIONS

1. **Taxes.** The Grantor shall be obligated to pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the Protected Property except Grantor reserves the right to contest taxes and assessments.

2. **Development Rights.** This Easement transfers to Grantee all future residential, commercial and incidental development rights of the Grantor. Grantee agrees that it will not exercise the rights to develop the Protected Property for residential, commercial or incidental development purposes.

3. **Indemnity.** The Grantor agrees to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, judgment or claim (including attorneys' fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Protected Property granted herein.

4. **Inspection.** The Grantor shall assist the Grantee in the monitoring and enforcement of the terms and conditions hereof. The Grantee and its agents, employees and assigns may enter upon, over and across the Protected Property at any reasonable time to inspect for the purpose of insuring compliance with the terms and conditions hereof so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor.

5. **General Public.** The Grantee shall not have the right to allow the general public on the Protected Property at any time without the prior written consent of the Grantor.

6. **Survey/Excluded Property.** The Excluded Property is generally as depicted as the "Excluded Area" on Exhibit "B" attached hereto.

(A) The Grantee shall have the Excluded Property surveyed within one year from the date hereof and upon a survey being prepared by a Registered Florida Surveyor, the parties agree that an amendment to this Easement defining the Excluded Property in appropriate recordable form shall be prepared and executed by the parties and the document shall be recorded in the public records of Alachua County, Florida.

(B) The Excluded Residential Property shall consist of a 5 acre site located by the Grantor with the location being subject to Grantee's written consent. In the event the Protected Property is subdivided in accordance with paragraph II.1.A.

above, Grantor shall be entitled to two five acre sites, each located on tracts of the subdivided tracts of the Protected Property.

7. **Violation and Enforcement.** In the event of violation of the terms and conditions hereof, the Grantor or the Grantee shall give written notice to the other party which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by the Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Suwannee County, Florida, unless agreed otherwise by the parties. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of suit, including costs and fees on appeal.

8. **Attorneys' Fees.** If either party employs an attorney to enforce any provision of this Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.

9. **Assignment.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its agents, representatives, successors and assigns and all other successors who have an interest in the Easement.

10. **Servitude.** The Easement shall continue as a servitude running in perpetuity with the Protected Property.

11. **Modification.** The Conservation Easement as herein defined may be modified by mutual written agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (1993) as modified or amended.

12. **Arbitration.** In the event either party disputes the issues of natural resource management, rather than filing an action in a court, the dispute may be submitted to arbitration, to an arbitrator selected by both parties. Once one of the parties selects arbitration as the means to settle or determine a disputed issue, that issue may not be presented to a court for a decision except on appeal or for a court to enforce. In the event the parties are unable to agree on one arbitrator, then each party shall name one arbitrator, and the two arbitrators so chosen shall select a third arbitrator. The decisions of the arbitrator(s) shall be final and both parties shall abide thereby as if the same were a final judgement of a court of law. The arbitrator(s) shall set the rules and procedure of the arbitration. Arbitrator(s) selected must have not less than fifteen (15) years' experience in natural resources management. The arbitrator(s) shall allocate the costs of the arbitration to be paid by the parties. The matter, if arbitrated, shall be submitted to the arbitrator(s) within ten (10) working days of the date either party requests arbitration and after the arbitrators have been selected. The arbitrator(s) will be required to issue a ruling within forty-eight (48) hours after the completion of the arbitration.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered

LONCALA,
INCORPORATED

in the presence of:

Debbie G. Moore
Print Name: Debbie G. Moore

By: Bryan J. Olmert
Bryan J. Olmert
President

William J. Haley
Print Name: William J. Haley

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 29th day of November, 2001, by Bryan J. Olmert as President of Loncala, Incorporated, a Florida corporation, on behalf of said corporation, and who is personally known to me or who furnished Florida Driver's License as identification.

Debbie G. Moore

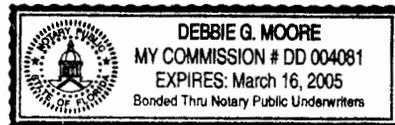


EXHIBIT A

Legal Description

PARCEL 1

TOWNSHIP 7 SOUTH, RANGE 20 EAST

SECTION 27: SW¼, lying South of the Santa Fe River being more particularly described as follows:

BEGIN at the SW corner of said Section 27; thence N 00°42'37" W, along the West line of said Section 27, a distance of 2250.76 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line, the following 94 courses and distances:

- 1) N 54°19'54" E, 26.48 feet, 2) S 04°39'05" E, 38.91 feet, 3) S 77°02'05" E, 58.47 feet,
- 4) N 61°01'59" E, 77.14 feet, 5) S 66°47'23" E, 72.09 feet, 6) N 47°44'44" E, 50.95 feet,
- 7) N 00°56'29" W, 36.57 feet, 8) N 23°43'13" W, 54.29 feet, 9) N 73°14'22" E, 45.07 feet,
- 10) S 23°07'24" E, 79.19 feet, 11) S 17°19'55" E, 110.59 feet, 12) S 56°34'41" E, 32.46 feet,
- 13) N 64°38'20" E, 80.02 feet, 14) S 38°43'48" E, 66.48 feet, 15) S 01°39'24" W, 61.35 feet,
- 16) S 39°34'51" W, 70.89 feet, 17) S 07°53'30" E, 72.94 feet, 18) S 48°03'48" E, 100.39 feet,
- 19) S 18°33'23" E, 59.60 feet, 20) S 45°38'09" E, 64.36 feet, 21) S 41°51'17" E, 38.94 feet,
- 22) N 65°12'39" E, 56.19 feet, 23) N 00°10'06" W, 89.70 feet, 24) N 32°30'16" E, 93.31 feet,
- 25) S 40°00'12" E, 62.66 feet, 26) S 14°07'15" W, 89.40 feet, 27) S 03°14'40" E, 70.76 feet,
- 28) S 47°39'37" E, 96.74 feet, 29) N 45°50'50" E, 61.71 feet, 30) N 00°04'49" E, 69.70 feet,
- 31) S 72°09'38" E, 107.56 feet, 32) S 66°04'22" E, 25.80 feet, 33) N 66°47'49" E, 72.98 feet,
- 34) N 20°43'04" E, 43.36 feet, 35) N 46°45'00" W, 41.16 feet, 36) N 34°57'41" W, 55.21 feet,
- 37) N 85°14'35" E, 54.08 feet, 38) S 52°51'39" E, 50.19 feet, 39) S 68°13'34" E, 28.94 feet,
- 40) N 75°11'06" E, 80.12 feet, 41) N 76°59'03" E, 68.74 feet, 42) N 74°41'12" E, 81.75 feet,
- 43) N 75°59'27" E, 56.94 feet, 44) S 81°51'00" E, 62.41 feet, 45) S 79°34'19" E, 29.19 feet,
- 46) S 47°20'43" E, 115.11 feet, 47) N 84°52'13" E, 86.21 feet, 48) S 39°40'19" E, 47.12 feet,
- 49) S 59°20'08" E, 61.99 feet, 50) S 73°42'59" E, 54.39 feet, 51) N 73°04'02" E, 46.64 feet,
- 52) S 33°20'46" E, 10.47 feet, 53) S 15°40'16" W, 95.10 feet, 54) S 89°49'56" E, 49.29 feet,
- 55) S 19°48'32" E, 36.15 feet, 56) S 06°21'24" E, 68.15 feet, 57) S 23°32'16" W, 95.33 feet,
- 58) S 47°01'34" W, 73.01 feet, 59) S 24°53'47" W, 63.17 feet, 60) S 06°17'10" W, 25.49 feet,
- 61) S 58°02'39" E, 49.61 feet, 62) S 72°37'41" E, 64.81 feet, 63) N 78°06'50" E, 43.68 feet,
- 64) N 59°06'25" E, 60.63 feet, 65) S 47°11'07" E, 37.13 feet, 66) S 58°46'50" E, 26.82 feet,
- 67) N 88°13'01" E, 70.65 feet, 68) N 37°00'23" E, 53.82 feet, 69) N 46°06'33" W, 42.93 feet,
- 70) N 27°14'12" E, 85.63 feet, 71) N 74°56'03" E, 49.56 feet, 72) N 46°34'24" E, 25.13 feet,
- 73) N 11°51'00" E, 56.30 feet, 74) S 70°26'04" E, 21.12 feet, 75) S 31°09'04" E, 35.87 feet,
- 76) S 23°40'47" W, 52.02 feet, 77) S 09°43'56" E, 35.13 feet, 78) S 04°35'03" E, 38.97 feet,
- 79) S 60°17'46" E, 53.67 feet, 80) N 89°27'25" E, 50.33 feet, 81) N 62°42'06" E, 55.53 feet,
- 82) S 37°02'43" E, 18.27 feet, 83) S 31°09'26" W, 56.64 feet, 84) S 14°49'04" E, 59.58 feet,
- 85) S 27°45'42" E, 74.94 feet, 86) S 61°48'50" E, 47.00 feet, 87) N 68°30'56" E, 37.94 feet,
- 88) S 36°02'41" E, 34.31 feet, 89) S 30°21'40" W, 64.92 feet, 90) S 16°26'57" E, 48.13 feet,
- 91) S 72°57'12" E, 77.12 feet, 92) S 11°51'20" E, 82.29 feet, 93) S 62°45'53" E, 70.34 feet,
- 94) S 70°49'52" E, 87.03 feet

to the East line of said SW $\frac{1}{4}$ of Section 27; thence S 00°35'34" E, along said East line a distance of 687.63 feet to the South line of said SW $\frac{1}{4}$ of Section 27; thence S 85°39'35" W, along said South line, a distance of 2705.05 feet to the POINT OF BEGINNING.

PARCEL 2

TOWNSHIP 7 SOUTH, RANGE 20 EAST

SECTION 28: SE $\frac{1}{4}$, lying South of the Santa Fe River being more particularly described as follows:

BEGIN at the SE corner of said Section 28; thence S 85°56'41" W, along the South line of said Section 28, a distance of 2763.57 feet to the SW corner of said SE $\frac{1}{4}$; thence N 02°31'03" W, along the West line of said SE $\frac{1}{4}$, a distance of 2661.36 feet to the NW corner of said SE $\frac{1}{4}$; thence N 87°01'50" E, along the North line of said SE $\frac{1}{4}$, a distance of 1112.47 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Southerly Ordinary High Water Line, the following 38 courses and distances:

1) S 54°45'15" E, 45.75 feet, 2) S 67°01'11" E, 87.63 feet, 3) N 77°02'07" E, 76.73 feet, 4) N 79°40'36" E, 39.45 feet, 5) S 84°35'57" E, 66.32 feet, 6) N 41°29'18" E, 29.87 feet, 7) N 18°49'46" E, 37.42 feet, 8) N 53°20'45" E, 30.12 feet, 9) S 77°45'11" E, 20.07 feet, 10) S 71°05'54" E, 60.50 feet, 11) N 88°25'57" E, 76.00 feet, 12) N 52°03'33" E, 106.94 feet, 13) S 69°05'35" E, 17.48 feet, 14) S 25°28'38" E, 100.09 feet, 15) S 52°00'57" E, 90.91 feet, 16) S 89°23'43" E, 85.61 feet, 17) N 14°16'56" E, 87.77 feet, 18) S 84°04'29" W, 32.25 feet, 19) N 04°13'02" E, 51.21 feet, 20) S 66°26'32" E, 97.77 feet, 21) S 87°23'29" E, 58.67 feet, 22) S 28°26'42" E, 96.09 feet, 23) S 39°54'26" E, 65.37 feet, 24) S 84°39'58" E, 44.14 feet, 25) N 43°55'02" E, 80.62 feet, 26) N 27°50'19" W, 101.64 feet, 27) S 49°46'45" E, 88.31 feet, 28) S 29°05'18" E, 85.50 feet, 29) S 77°52'38" E, 56.97 feet, 30) N 23°49'30" E, 69.67 feet, 31) S 81°36'33" E, 90.28 feet, 32) S 35°01'13" E, 88.09 feet, 33) N 85°42'25" E, 80.95 feet, 34) S 16°25'11" E, 98.56 feet, 35) S 40°33'06" E, 77.20 feet, 36) S 75°42'55" E, 59.71 feet, 37) N 89°58'59" E, 50.54 feet, 38) N 54°19'54" E, 56.17 feet

to the East line of said SE $\frac{1}{4}$; thence S 00°42'37" E, along said East line, a distance of 2250.76 feet to the POINT OF BEGINNING.

PARCEL 3

TOWNSHIP 7 SOUTH, RANGE 20 EAST

SECTION 33: NE $\frac{1}{4}$, being more particularly described as follows:

BEGIN at the NE corner of said Section 33; thence S 00°42'37" E, along the East line of said NE $\frac{1}{4}$, a distance of 2649.49 feet to the South line of said NE $\frac{1}{4}$; thence S 85°56'41" W, along said South line, a distance of 2679.98 feet to the West line of said NE $\frac{1}{4}$; thence N 02°31'03" W, along said West line, a distance of 2645.93 feet to the North line of said Section 33; thence N 85°56'41" E, along said North line, a distance of 2763.57 feet to the POINT OF BEGINNING.

PARCEL 4**TOWNSHIP 7 SOUTH, RANGE 20 EAST**

SECTION 34: S½ of NE¼; N½ of SE¼; NW¼; NW¼ of SW¼; and that part of N½ of NE¼, lying South of the Santa Fe River, being more particularly described as follows:

BEGIN at the NW corner of said Section 34; thence N 85°39'35" E, along the North line of said Section 34, a distance of 2705.05 feet to the NE corner of NW¼ of said Section 34; thence N 86°16'40" E, continuing along said North line of Section 34, a distance of 501.96 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line the following 55 courses and distances:

1) S 42°52'11" E, 59.06 feet, 2) S 39°11'41" E, 42.29 feet, 3) S 70°01'28" E, 59.67 feet, 4) N 64°22'58" E, 113.38 feet, 5) S 48°27'18" E, 100.62 feet, 6) S 21°50'06" E, 48.04 feet, 7) S 68°50'14" E, 57.03 feet, 8) N 40°15'13" E, 81.91 feet, 9) S 59°52'33" E, 21.38 feet, 10) S 00°12'56" W, 90.74 feet, 11) S 33°10'55" E, 56.22 feet, 12) S 20°11'50" W, 46.28 feet, 13) S 67°24'34" E, 70.91 feet, 14) S 65°03'49" E, 41.69 feet, 15) S 00°55'49" E, 31.88 feet, 16) S 25°15'43" E, 37.38 feet, 17) S 65°10'37" E, 47.44 feet, 18) N 42°39'33" E, 51.23 feet, 19) N 01°18'51" W, 66.47 feet, 20) S 35°32'23" E, 114.72 feet, 21) S 82°11'24" E, 45.68 feet, 22) N 77°26'20" E, 68.59 feet, 23) S 21°22'38" E, 76.97 feet, 24) S 86°51'46" E, 66.10 feet, 25) N 37°07'48" E, 89.30 feet, 26) S 68°38'27" E, 85.47 feet, 27) S 68°47'40" E, 29.56 feet, 28) N 29°31'01" E, 78.89 feet, 29) N 17°17'18" W, 49.29 feet, 30) N 26°01'13" W, 28.75 feet, 31) S 67°13'55" E, 50.28 feet, 32) S 38°29'17" E, 46.53 feet, 33) S 00°36'50" E, 27.69 feet, 34) S 04°56'10" E, 58.93 feet, 35) S 07°32'04" E, 22.31 feet, 36) S 02°36'08" E, 47.15 feet, 37) S 70°00'52" E, 41.23 feet, 38) S 76°50'46" E, 70.17 feet, 39) S 67°03'23" E, 56.86 feet, 40) S 60°35'28" E, 78.42 feet, 41) S 41°33'05" E, 73.75 feet, 42) S 10°07'12" E, 37.52 feet, 43) S 38°23'14" E, 42.18 feet, 44) S 75°05'13" E, 155.44 feet, 45) N 31°23'41" E, 101.85 feet, 46) N 42°05'51" E, 54.46 feet, 47) S 34°07'34" E, 35.23 feet, 48) S 04°23'31" E, 93.11 feet, 49) S 72°04'32" E, 93.95 feet, 50) S 88°08'34" E, 97.44 feet, 51) N 78°52'28" E, 118.91 feet, 52) N 19°49'50" E, 63.83 feet, 53) N 39°57'08" E, 79.95 feet, 54) N 43°52'28" E, 41.38 feet, 55) S 87°26'41" E, 48.72 feet

to the East line of said Section 34; thence S 00°13'34" E, along said East line, a distance of 3212.55 feet to the South line of said N½ of SE¼ of Section 34; thence S 86°20'01" W, along said South line, a distance of 2693.28 feet to the West line of said N½ of SE¼ of Section 34; thence N 00°41'41" W, along said West line, a distance of 1320.03 feet to the South line of said NW¼ of Section 34; thence S 86°16'09" W, along said South line, a distance of 1350.67 feet to the East line of said NW¼ of SW¼ of Section 34; thence S 00°51'26" E, along said East line, a distance of 1320.17 feet to the South line of said NW¼ of SW¼ of Section 34; thence S 86°16'24" W, along said South line, a distance of 1347.42 feet to the West line of said Section 34; thence N 00°42'37" W, along said West line, a distance of 3969.57 feet to the POINT OF BEGINNING.

PARCEL 5**TOWNSHIP 7 SOUTH, RANGE 20 EAST**

SECTION 35: NW¼ of NE¼ located South of the Santa Fe River, and that part of the NW¼ located South of the Santa Fe River, being more particularly described as follows:

BEGIN at the SE corner of said NW¼ of NE¼ of Section 35; thence S 85°18'37" W, along the South line of said NW¼ of NE¼, a distance of 1184.89 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Northeasterly, along said Ordinary High Water Line, the following 33 courses and distances:

1) N 70°27'46" E, 60.01 feet, 2) N 67°53'59" E, 68.50 feet, 3) S 78°35'12" E, 117.83 feet, 4) N 81°18'17" E, 91.49 feet, 5) N 33°49'03" E, 52.93 feet, 6) N 37°10'40" E, 65.41 feet, 7) N 71°52'54" E, 87.31 feet, 8) N 75°10'58" E, 39.07 feet, 9) N 73°24'23" E, 87.04 feet, 10) N 64°19'34" E, 70.08 feet, 11) N 06°12'18" W, 72.24 feet, 12) N 17°58'12" W, 75.86 feet, 13) N 03°53'40" W, 67.30 feet, 14) N 01°09'32" W, 63.35 feet, 15) N 11°24'03" W, 53.32 feet, 16) N 25°42'12" E, 41.34 feet, 17) N 15°22'49" E, 34.22 feet, 18) N 48°44'25" E, 65.15 feet, 19) N 36°10'48" E, 38.69 feet, 20) S 53°52'46" E, 23.14 feet, 21) S 53°34'43" W, 40.36 feet, 22) S 38°37'28" W, 50.76 feet, 23) S 30°27'44" W, 36.73 feet, 24) S 17°58'23" E, 55.83 feet, 25) S 54°44'38" E, 58.31 feet, 26) N 89°48'26" E, 76.48 feet, 27) N 66°15'20" E, 28.10 feet, 28) N 22°19'54" E, 71.33 feet, 29) N 48°30'25" E, 87.37 feet, 30) N 43°34'44" E, 69.40 feet, 31) N 18°48'56" E, 89.72 feet, 32) N 65°21'22" E, 75.54 feet, 33) N 66°57'46" E, 102.81 feet

to the East line of said NW¼ of NE¼; thence S 02°26'55" E, along said East line, a distance of 746.46 feet to the POINT OF BEGINNING.

AND

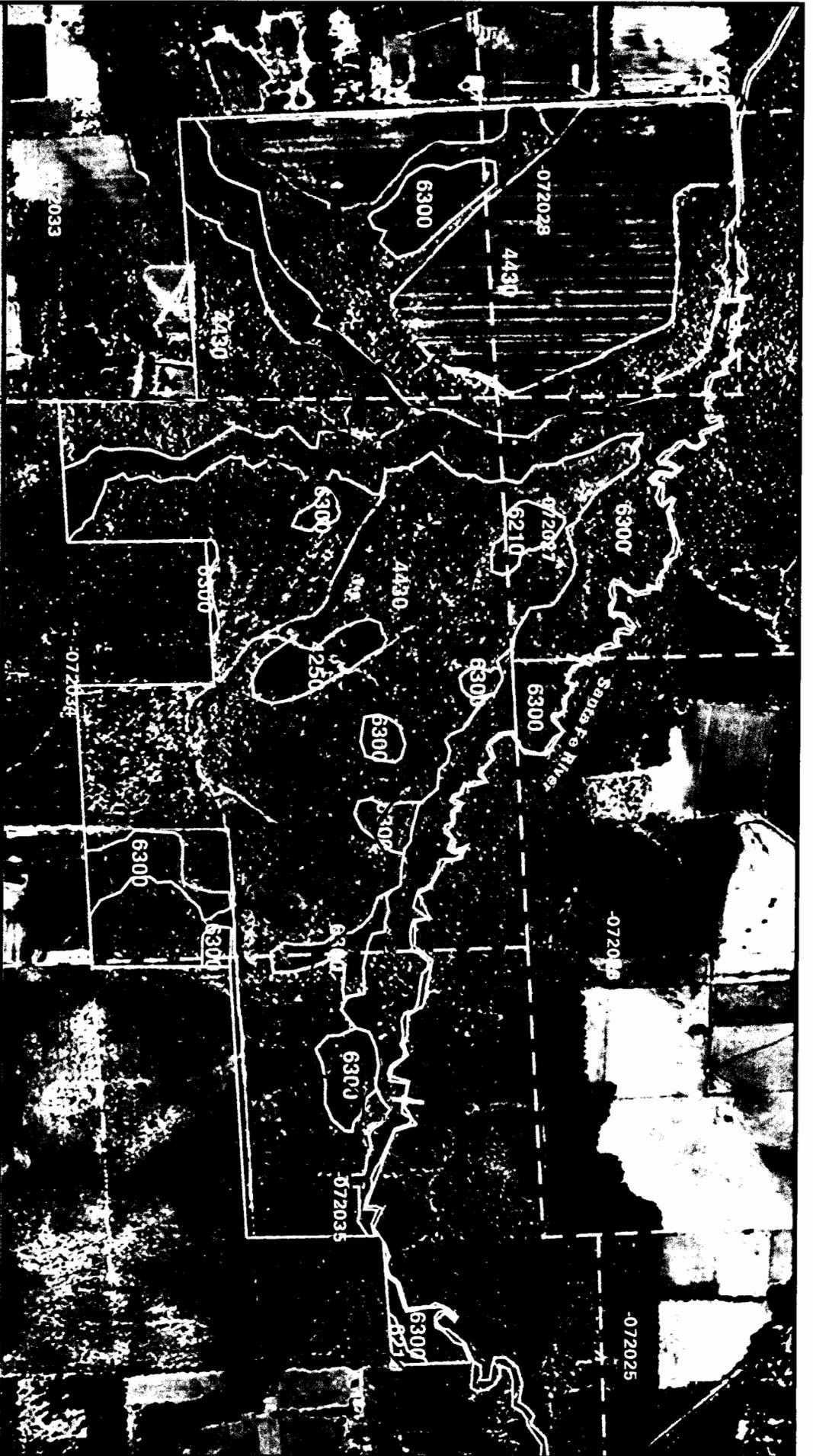
BEGIN at the SW corner of said NW¼ of Section 35; thence N 00°13'34" W, along the West line of said Section 35, a distance of 1894.88 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line, the following 39 courses and distances:

1) S 87°26'41" E, 12.24 feet, 2) S 45°01'53" E, 78.35 feet, 3) S 81°38'49" E, 291.38 feet, 4) S 59°05'18" E, 76.05 feet, 5) S 14°49'58" E, 83.45 feet, 6) S 65°54'14" E, 78.94 feet, 7) N 79°16'07" E, 79.52 feet, 8) N 88°01'16" E, 63.16 feet, 9) S 73°17'09" E, 52.35 feet, 10) S 83°47'56" E, 45.68 feet, 11) N 57°39'51" E, 47.68 feet, 12) N 83°46'09" E, 46.80 feet, 13) S 70°00'29" E, 40.37 feet, 14) S 27°58'26" E, 93.64 feet, 15) S 47°10'10" E, 56.78 feet, 16) S 75°36'26" E, 63.10 feet, 17) N 71°52'49" E, 68.48 feet, 18) N 06°56'19" E, 163.34 feet, 19) S 79°07'40" E, 118.39 feet, 20) S 26°22'16" E, 27.39 feet, 21) S 89°08'15" E, 155.17 feet, 22) N 31°35'54" E, 96.22 feet, 23) N 89°58'17" E, 41.34 feet, 24) S 40°20'13" E, 30.46 feet, 25) S 18°06'52" E, 42.11 feet, 26) S 18°29'30" E, 92.41 feet, 27) S 66°29'20" E, 341.68 feet, 28) S 54°02'00" E, 66.17 feet, 29) S 65°09'45" E, 101.63 feet, 30) S 74°05'04" E, 12.75 feet, 31) N 79°57'01" E, 60.10 feet, 32) S 78°18'21" E, 48.48 feet, 33) S 62°13'26" E, 93.00 feet,

34) S 77°47'42" E, 107.60 feet, 35) N 03°45'51" E, 127.79 feet, 36) S 66°43'00" E, 137.79 feet, 37) N 78°40'43" E, 77.67 feet, 38) N 44°02'49" E, 24.48 feet, 39) N 37°10'03" E, 37.60 feet

to the East line of said NW¼ of Section 35; thence S 1°01'20" E, along said East line, a distance of 1257.77 feet to the South line of said NW¼ of Section 35; thence S 86°02'28" W, along said South line, a distance of 2582.54 feet to the POINT OF BEGINNING.

Together with non-exclusive easements for ingress and egress over, across and upon the West 80 feet of the SW¼ of Section 35, Township 7 South, Range 20 East and the West 80 feet of the NW¼ of Section 2, North of State Road right-of-way, in Township 8 South, Range 20 East.



FLUCFCGSI DESCRIPTION
 4250 Temperate HDW
 4290 Forest Regeneration
 6210 CYPRESS
 8300 Wetland Mixed Forest

Monteocha BND County BND
 & Landcover
 Township, Range 10 Year Floodplain
 & Section SHD River Miles



ACRES
 11.85
 707.45
 228.32

**Monteocha Creek
 Conservation Easement
 Machuca County
 Exhibit B**

NOTE: This map was prepared by the Southwest Water Management District Land Acquisition and Management Department for informational purposes only and does not constitute a final survey. Standards.



Map Scale 1:18,522



November 27, 2001

1820982
MAR 08 4 44

Prepared by/Return to:
Williams J. Haley
Brannon, Brown, Haley,
Robinson & Bullock, P.A.
Post Office Box 1029
Live Oak, FL 32060

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1820982 9 PGS
2002 MAR 08 03:28 PM BK 2427 PG 334
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#085709
Doc Stamp-Deed: 36.40
By: *Sandra Lopez* D.C.

NOV 10 10 10

Record & Return to:
Fred J. Krim, Esq.
Savage, Krim, Simons & Jones
421 NW Third Street
Ocala, Florida 34475

**FIRST AMENDMENT TO
CONSERVATION EASEMENT**

THIS FIRST AMENDMENT TO CONSERVATION EASEMENT
("Easement") is made as of the 30 day of January, 2002, by and between
LONCALA, INCORPORATED, a Florida corporation, having a mailing address of
125 N.W. 1st Avenue, High Springs, Florida 32643, hereinafter referred to as Grantor, and
SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a public body existing under
Florida Statutes Chapter 373, having a mailing address of 9225 CR 49, Live Oak, FL 32060,
hereinafter referred to as Grantee.

WITNESSETH:

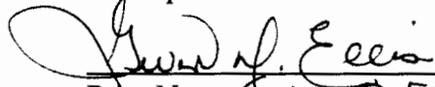
**WHEREAS, Loncala, Incorporated and Suwannee River Water
Management District** entered into a Conservation Easement on November 29, 2001, which was
recorded November 29, 2001, in Official Records Book 2403, page 501, of the public records of
Alachua County, Florida; and

WHEREAS, the parties desire to modify and amend the legal description as
shown on Exhibit A of said Conservation Easement to include additional lands.

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

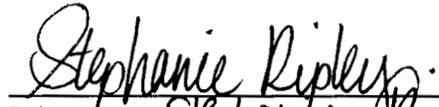
1. The legal description as shown on the original Easement as Exhibit A is hereby stricken and in its place and stead is the amended legal description consisting of 6 pages attached hereto as Schedule A .
2. This Amendment shall be effective as of the day and year first above written.
3. Except as herein modified, the Easement shall remain in full force and effect.

Signed, sealed and delivered
in the presence of:


Print Name: Swen D. Ellis

"GRANTOR"

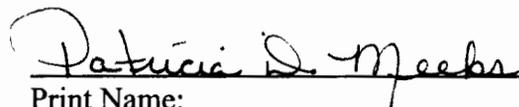
LONCALA, INCORPORATED, a Florida
corporation


Print Name: Stephanie Ripley

By: 
Bryan J. Olmert
President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 30 day of January, 2002, by Bryan J. Olmert, as President of Loncala, Incorporated, a Florida corporation, on behalf of said corporation, and who is personally known to me or who has produced _____, as identification.


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

PATRICIA D. MEEKS
Notary Public, State of Florida
My Comm. Expires Feb. 15, 2005
Comm. No. DD001814

SCHEDULE A**Legal Description****PARCEL 1****TOWNSHIP 7 SOUTH, RANGE 20 EAST**

SECTION 27: SW¼, lying South of the Santa Fe River being more particularly described as follows:

BEGIN at the SW corner of said Section 27; thence N 00°42'37" W, along the West line of said Section 27, a distance of 2250.76 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line, the following 94 courses and distances:

1) N 54°19'54" E, 26.48 feet, 2) S 04°39'05" E, 38.91 feet, 3) S 77°02'05" E, 58.47 feet, 4) N 61°01'59" E, 77.14 feet, 5) S 66°47'23" E, 72.09 feet, 6) N 47°44'44" E, 50.95 feet, 7) N 00°56'29" W, 36.57 feet, 8) N 23°43'13" W, 54.29 feet, 9) N 73°14'22" E, 45.07 feet, 10) S 23°07'24" E, 79.19 feet, 11) S 17°19'55" E, 110.59 feet, 12) S 56°34'41" E, 32.46 feet, 13) N 64°38'20" E, 80.02 feet, 14) S 38°43'48" E, 66.48 feet, 15) S 01°39'24" W, 61.35 feet, 16) S 39°34'51" W, 70.89 feet, 17) S 07°53'30" E, 72.94 feet, 18) S 48°03'48" E, 100.39 feet, 19) S 18°33'23" E, 59.60 feet, 20) S 45°38'09" E, 64.36 feet, 21) S 41°51'17" E, 38.94 feet, 22) N 65°12'39" E, 56.19 feet, 23) N 00°10'06" W, 89.70 feet, 24) N 32°30'16" E, 93.31 feet, 25) S 40°00'12" E, 62.66 feet, 26) S 14°07'15" W, 89.40 feet, 27) S 03°14'40" E, 70.76 feet, 28) S 47°39'37" E, 96.74 feet, 29) N 45°50'50" E, 61.71 feet, 30) N 00°04'49" E, 69.70 feet, 31) S 72°09'38" E, 107.56 feet, 32) S 66°04'22" E, 25.80 feet, 33) N 66°47'49" E, 72.98 feet, 34) N 20°43'04" E, 43.36 feet, 35) N 46°45'00" W, 41.16 feet, 36) N 34°57'41" W, 55.21 feet, 37) N 85°14'35" E, 54.08 feet, 38) S 52°51'39" E, 50.19 feet, 39) S 68°13'34" E, 28.94 feet, 40) N 75°11'06" E, 80.12 feet, 41) N 76°59'03" E, 68.74 feet, 42) N 74°41'12" E, 81.75 feet, 43) N 75°59'27" E, 56.94 feet, 44) S 81°51'00" E, 62.41 feet, 45) S 79°34'19" E, 29.19 feet, 46) S 47°20'43" E, 115.11 feet, 47) N 84°52'13" E, 86.21 feet, 48) S 39°40'19" E, 47.12 feet, 49) S 59°20'08" E, 61.99 feet, 50) S 73°42'59" E, 54.39 feet, 51) N 73°04'02" E, 46.64 feet, 52) S 33°20'46" E, 10.47 feet, 53) S 15°40'16" W, 95.10 feet, 54) S 89°49'56" E, 49.29 feet, 55) S 19°48'32" E, 36.15 feet, 56) S 06°21'24" E, 68.15 feet, 57) S 23°32'16" W, 95.33 feet, 58) S 47°01'34" W, 73.01 feet, 59) S 24°53'47" W, 63.17 feet, 60) S 06°17'10" W, 25.49 feet, 61) S 58°02'39" E, 49.61 feet, 62) S 72°37'41" E, 64.81 feet, 63) N 78°06'50" E, 43.68 feet, 64) N 59°06'25" E, 60.63 feet, 65) S 47°11'07" E, 37.13 feet, 66) S 58°46'50" E, 26.82 feet, 67) N 88°13'01" E, 70.65 feet, 68) N 37°00'23" E, 53.82 feet, 69) N 46°06'33" W, 42.93 feet, 70) N 27°14'12" E, 85.63 feet, 71) N 74°56'03" E, 49.56 feet, 72) N 46°34'24" E, 25.13 feet, 73) N 11°51'00" E, 56.30 feet, 74) S 70°26'04" E, 21.12 feet, 75) S 31°09'04" E, 35.87 feet, 76) S 23°40'47" W, 52.02 feet, 77) S 09°43'56" E, 35.13 feet, 78) S 04°35'03" E, 38.97 feet, 79) S 60°17'46" E, 53.67 feet, 80) N 89°27'25" E, 50.33 feet, 81) N 62°42'06" E, 55.53 feet, 82) S 37°02'43" E, 18.27 feet, 83) S 31°09'26" W, 56.64 feet, 84) S 14°49'04" E, 59.58 feet, 85) S 27°45'42" E, 74.94 feet, 86) S 61°48'50" E, 47.00 feet, 87) N 68°30'56" E, 37.94 feet, 88) S 36°02'41" E, 34.31 feet, 89) S 30°21'40" W, 64.92 feet, 90) S 16°26'57" E, 48.13 feet, 91) S 72°57'12" E, 77.12 feet, 92) S 11°51'20" E, 82.29 feet, 93) S 62°45'53" E, 70.34 feet, 94) S 70°49'52" E, 87.03 feet

to the East line of said SW¼ of Section 27; thence S 00°35'34" E, along said East line a distance of 687.63 feet to the South line of said SW¼ of Section 27; thence S 85°39'35" W, along said South line, a distance of 2705.05 feet to the POINT OF BEGINNING.

PARCEL 2

TOWNSHIP 7 SOUTH, RANGE 20 EAST

SECTION 28: SE¼, lying South of the Santa Fe River being more particularly described as follows:

BEGIN at the SE corner of said Section 28; thence S 85°56'41" W, along the South line of said Section 28, a distance of 2763.57 feet to the SW corner of said SE¼; thence N 02°31'03" W, along the West line of said SE¼, a distance of 2661.36 feet to the NW corner of said SE¼; thence N 87°01'50" E, along the North line of said SE¼, a distance of 1112.47 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Southerly Ordinary High Water Line, the following 38 courses and distances:

- 1) S 54°45'15" E, 45.75 feet, 2) S 67°01'11" E, 87.63 feet, 3) N 77°02'07" E, 76.73 feet,
- 4) N 79°40'36" E, 39.45 feet, 5) S 84°35'57" E, 66.32 feet, 6) N 41°29'18" E, 29.87 feet,
- 7) N 18°49'46" E, 37.42 feet, 8) N 53°20'45" E, 30.12 feet, 9) S 77°45'11" E, 20.07 feet,
- 10) S 71°05'54" E, 60.50 feet, 11) N 88°25'57" E, 76.00 feet, 12) N 52°03'33" E, 106.94 feet,
- 13) S 69°05'35" E, 17.48 feet, 14) S 25°28'38" E, 100.09 feet, 15) S 52°00'57" E, 90.91 feet,
- 16) S 89°23'43" E, 85.61 feet, 17) N 14°16'56" E, 87.77 feet, 18) S 84°04'29" W, 32.25 feet,
- 19) N 04°13'02" E, 51.21 feet, 20) S 66°26'32" E, 97.77 feet, 21) S 87°23'29" E, 58.67 feet,
- 22) S 28°26'42" E, 96.09 feet, 23) S 39°54'26" E, 65.37 feet, 24) S 84°39'58" E, 44.14 feet,
- 25) N 43°55'02" E, 80.62 feet, 26) N 27°50'19" W, 101.64 feet, 27) S 49°46'45" E, 88.31 feet,
- 28) S 29°05'18" E, 85.50 feet, 29) S 77°52'38" E, 56.97 feet, 30) N 23°49'30" E, 69.67 feet,
- 31) S 81°36'33" E, 90.28 feet, 32) S 35°01'13" E, 88.09 feet, 33) N 85°42'25" E, 80.95 feet,
- 34) S 16°25'11" E, 98.56 feet, 35) S 40°33'06" E, 77.20 feet, 36) S 75°42'55" E, 59.71 feet,
- 37) N 89°58'59" E, 50.54 feet, 38) N 54°19'54" E, 56.17 feet

to the East line of said SE¼; thence S 00°42'37" E, along said East line, a distance of 2250.76 feet to the POINT OF BEGINNING.

PARCEL 3

TOWNSHIP 7 SOUTH, RANGE 20 EAST

SECTION 33: NE¼, being more particularly described as follows:

BEGIN at the NE corner of said Section 33; thence S 00°42'37" E, along the East line of said NE¼, a distance of 2649.49 feet to the South line of said NE¼; thence S 85°56'41" W, along said South line, a distance of 2679.98 feet to the West line of said NE¼; thence N 02°31'03" W, along said West line, a distance of 2645.93 feet to the North line of said Section 33; thence N 85°56'41" E, along said North line, a distance of 2763.57 feet to the POINT OF BEGINNING.

PARCEL 4**TOWNSHIP 7 SOUTH, RANGE 20 EAST**

SECTION 34: S½ of NE¼; N½ of SE¼; NW¼; NW¼ of SW¼; and that part of N½ of NE¼, lying South of the Santa Fe River, being more particularly described as follows:

BEGIN at the NW corner of said Section 34; thence N 85°39'35" E, along the North line of said Section 34, a distance of 2705.05 feet to the NE corner of NW¼ of said Section 34; thence N 86°16'40" E, continuing along said North line of Section 34, a distance of 501.96 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line the following 55 courses and distances:

1) S 42°52'11" E, 59.06 feet, 2) S 39°11'41" E, 42.29 feet, 3) S 70°01'28" E, 59.67 feet, 4) N 64°22'58" E, 113.38 feet, 5) S 48°27'18" E, 100.62 feet, 6) S 21°50'06" E, 48.04 feet, 7) S 68°50'14" E, 57.03 feet, 8) N 40°15'13" E, 81.91 feet, 9) S 59°52'33" E, 21.38 feet, 10) S 00°12'56" W, 90.74 feet, 11) S 33°10'55" E, 56.22 feet, 12) S 20°11'50" W, 46.28 feet, 13) S 67°24'34" E, 70.91 feet, 14) S 65°03'49" E, 41.69 feet, 15) S 00°55'49" E, 31.88 feet, 16) S 25°15'43" E, 37.38 feet, 17) S 65°10'37" E, 47.44 feet, 18) N 42°39'33" E, 51.23 feet, 19) N 01°18'51" W, 66.47 feet, 20) S 35°32'23" E, 114.72 feet, 21) S 82°11'24" E, 45.68 feet, 22) N 77°26'20" E, 68.59 feet, 23) S 21°22'38" E, 76.97 feet, 24) S 86°51'46" E, 66.10 feet, 25) N 37°07'48" E, 89.30 feet, 26) S 68°38'27" E, 85.47 feet, 27) S 68°47'40" E, 29.56 feet, 28) N 29°31'01" E, 78.89 feet, 29) N 17°17'18" W, 49.29 feet, 30) N 26°01'13" W, 28.75 feet, 31) S 67°13'55" E, 50.28 feet, 32) S 38°29'17" E, 46.53 feet, 33) S 00°36'50" E, 27.69 feet, 34) S 04°56'10" E, 58.93 feet, 35) S 07°32'04" E, 22.31 feet, 36) S 02°36'08" E, 47.15 feet, 37) S 70°00'52" E, 41.23 feet, 38) S 76°50'46" E, 70.17 feet, 39) S 67°03'23" E, 56.86 feet, 40) S 60°35'28" E, 78.42 feet, 41) S 41°33'05" E, 73.75 feet, 42) S 10°07'12" E, 37.52 feet, 43) S 38°23'14" E, 42.18 feet, 44) S 75°05'13" E, 155.44 feet, 45) N 31°23'41" E, 101.85 feet, 46) N 42°05'51" E, 54.46 feet, 47) S 34°07'34" E, 35.23 feet, 48) S 04°23'31" E, 93.11 feet, 49) S 72°04'32" E, 93.95 feet, 50) S 88°08'34" E, 97.44 feet, 51) N 78°52'28" E, 118.91 feet, 52) N 19°49'50" E, 63.83 feet, 53) N 39°57'08" E, 79.95 feet, 54) N 43°52'28" E, 41.38 feet, 55) S 87°26'41" E, 48.72 feet

to the East line of said Section 34; thence S 00°13'34" E, along said East line, a distance of 3212.55 feet to the South line of said N½ of SE¼ of Section 34; thence S 86°20'01" W, along said South line, a distance of 2693.28 feet to the West line of said N½ of SE¼ of Section 34; thence N 00°41'41" W, along said West line, a distance of 1320.03 feet to the South line of said NW¼ of Section 34; thence S 86°16'09" W, along said South line, a distance of 1350.67 feet to the East line of said NW¼ of SW¼ of Section 34; thence S 00°51'26" E, along said East line, a distance of 1320.17 feet to the South line of said NW¼ of SW¼ of Section 34; thence S 86°16'24" W, along said South line, a distance of 1347.42 feet to the West line of said Section 34; thence N 00°42'37" W, along said West line, a distance of 3969.57 feet to the POINT OF BEGINNING.

PARCEL 5**TOWNSHIP 7 SOUTH, RANGE 20 EAST**

SECTION 35: NW¼ of NE¼ located South of the Santa Fe River, and that part of the NW¼ located South of the Santa Fe River, being more particularly described as follows:

BEGIN at the SE corner of said NW¼ of NE¼ of Section 35; thence S 85°18'37" W, along the South line of said NW¼ of NE¼, a distance of 1184.89 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Northeasterly, along said Ordinary High Water Line, the following 33 courses and distances:

1) N 70°27'46" E, 60.01 feet, 2) N 67°53'59" E, 68.50 feet, 3) S 78°35'12" E, 117.83 feet, 4) N 81°18'17" E, 91.49 feet, 5) N 33°49'03" E, 52.93 feet, 6) N 37°10'40" E, 65.41 feet, 7) N 71°52'54" E, 87.31 feet, 8) N 75°10'58" E, 39.07 feet, 9) N 73°24'23" E, 87.04 feet, 10) N 64°19'34" E, 70.08 feet, 11) N 06°12'18" W, 72.24 feet, 12) N 17°58'12" W, 75.86 feet, 13) N 03°53'40" W, 67.30 feet, 14) N 01°09'32" W, 63.35 feet, 15) N 11°24'03" W, 53.32 feet, 16) N 25°42'12" E, 41.34 feet, 17) N 15°22'49" E, 34.22 feet, 18) N 48°44'25" E, 65.15 feet, 19) N 36°10'48" E, 38.69 feet, 20) S 53°52'46" E, 23.14 feet, 21) S 53°34'43" W, 40.36 feet, 22) S 38°37'28" W, 50.76 feet, 23) S 30°27'44" W, 36.73 feet, 24) S 17°58'23" E, 55.83 feet, 25) S 54°44'38" E, 58.31 feet, 26) N 89°48'26" E, 76.48 feet, 27) N 66°15'20" E, 28.10 feet, 28) N 22°19'54" E, 71.33 feet, 29) N 48°30'25" E, 87.37 feet, 30) N 43°34'44" E, 69.40 feet, 31) N 18°48'56" E, 89.72 feet, 32) N 65°21'22" E, 75.54 feet, 33) N 66°57'46" E, 102.81 feet

to the East line of said NW¼ of NE¼; thence S 02°26'55" E, along said East line, a distance of 746.46 feet to the POINT OF BEGINNING.

AND

BEGIN at the SW corner of said NW¼ of Section 35; thence N 00°13'34" W, along the West line of said Section 35, a distance of 1894.88 feet to the Southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line, the following 39 courses and distances:

1) S 87°26'41" E, 12.24 feet, 2) S 45°01'53" E, 78.35 feet, 3) S 81°38'49" E, 291.38 feet, 4) S 59°05'18" E, 76.05 feet, 5) S 14°49'58" E, 83.45 feet, 6) S 65°54'14" E, 78.94 feet, 7) N 79°16'07" E, 79.52 feet, 8) N 88°01'16" E, 63.16 feet, 9) S 73°17'09" E, 52.35 feet, 10) S 83°47'56" E, 45.68 feet, 11) N 57°39'51" E, 47.68 feet, 12) N 83°46'09" E, 46.80 feet, 13) S 70°00'29" E, 40.37 feet, 14) S 27°58'26" E, 93.64 feet, 15) S 47°10'10" E, 56.78 feet, 16) S 75°36'26" E, 63.10 feet, 17) N 71°52'49" E, 68.48 feet, 18) N 06°56'19" E, 163.34 feet, 19) S 79°07'40" E, 118.39 feet, 20) S 26°22'16" E, 27.39 feet, 21) S 89°08'15" E, 155.17 feet, 22) N 31°35'54" E, 96.22 feet, 23) N 89°58'17" E, 41.34 feet, 24) S 40°20'13" E, 30.46 feet, 25) S 18°06'52" E, 42.11 feet, 26) S 18°29'30" E, 92.41 feet, 27) S 66°29'20" E, 341.68 feet, 28) S 54°02'00" E, 66.17 feet, 29) S 65°09'45" E, 101.63 feet, 30) S 74°05'04" E, 12.75 feet, 31) N 79°57'01" E, 60.10 feet, 32) S 78°18'21" E, 48.48 feet, 33) S 62°13'26" E, 93.00 feet,

34) S 77°47'42" E, 107.60 feet, 35) N 03°45'51" E, 127.79 feet, 36) S 66°43'00" E, 137.79 feet,
 37) N 78°40'43" E, 77.67 feet, 38) N 44°02'49" E, 24.48 feet, 39) N 37°10'03" E, 37.60 feet

to the East line of said NW¼ of Section 35; thence S 1°01'20" E, along said East line, a distance of 1257.77 feet to the South line of said NW¼ of Section 35; thence S 86°02'28" W, along said South line, a distance of 2582.54 feet to the POINT OF BEGINNING.

PARCEL 6

TOWNSHIP 7 SOUTH, RANGE 20 EAST

SECTION 27: SE¼, lying South of the Santa Fe River being more particularly described as follows:

BEGIN at the Southwest corner of said Southeast one-quarter (1/4); thence N 00°35'34" W, along the West line of said Southeast one-quarter (1/4), a distance of 687.63 feet to the southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line, the following 26 courses and distances:

- 1) N 24°10'04" E, 57.05 feet,
- 2) S 79°16'32" E, 65.29 feet
- 3) S 48°08'51" E, 70.62 feet,
- 4) S 65°54'08" E, 57.56 feet,
- 5) N 77°59'18" E, 69.93 feet,
- 6) S 40°13'49" E, 69.41 feet,
- 7) S 10°17'22" W, 46.39 feet,
- 8) S 49°20'13" E, 30.25 feet,
- 9) N 86°26'16" E, 44.75 feet,
- 10) N 43°12'10" E, 74.25 feet,
- 11) N 42°18'48" E, 49.68 feet,
- 12) N 87°46'26" E, 31.65 feet,
- 13) S 35°19'03" E, 90.22 feet,
- 14) S 54°21'33" E, 99.39 feet,
- 15) S 60°31'59" E, 36.63 feet,
- 16) S 72°48'06" E, 39.52 feet,
- 17) S 00°37'57" E, 44.40 feet,
- 18) S 13°17'42" W, 85.47 feet,
- 19) S 14°47'02" W, 80.12 feet,
- 20) S 46°50'31" W, 45.10 feet,
- 21) N 88°55'22" W, 38.31 feet,
- 22) S 38°12'56" W, 63.44 feet,
- 23) S 71°26'19" W, 64.96 feet,
- 24) S 11°11'08" E, 71.36 feet,
- 25) S 03°04'40" E, 59.47 feet,
- 26) S 44°51'22" E, 26.86 feet

to the South line of said SE¼; thence S 86°16'40" W, along said South line, a distance of 501.96 feet to the POINT OF BEGINNING.

EASEMENT

TOGETHER WITH a non-exclusive easement for ingress and egress over, across and upon the West 80 feet of the SW¼ of Section 35, Township 7 South, Range 20 East and the West 80 feet of the W¼ of Section 2, North of State Road right-of-way, in Township 8 South, Range 20 East.

EXHIBIT A

Inholding Parcel

TOWNSHIP 7 SOUTH, RANGE 20 EAST

SECTION 27: SE¼, lying South of the Santa Fe River being more particularly described as follows:

BEGIN at the Southwest corner of said Southeast one-quarter (1/4); thence N 00°35'34" W, along the West line of said Southeast one-quarter (1/4), a distance of 687.63 feet to the southerly Ordinary High Water Line of the Santa Fe River; thence Southeasterly, along said Ordinary High Water Line, the following 26 courses and distances:

- 1) N 24°10'04" E, 57.05 feet,
- 2) S 79°16'32" E, 65.29 feet,
- 3) S 48°08'51" E, 70.62 feet,
- 4) S 65°54'08" E, 57.56 feet,
- 5) N 77°59'18" E, 69.93 feet,
- 6) S 40°13'49" E, 69.41 feet,
- 7) S 10°17'22" W, 46.39 feet,
- 8) S 49°20'13" E, 30.25 feet,
- 9) N 86°26'16" E, 44.75 feet,
- 10) N 43°12'10" E, 74.25 feet,
- 11) N 42°18'48" E, 49.68 feet,
- 12) N 87°46'26" E, 31.65 feet,
- 13) S 35°19'03" E, 90.22 feet,
- 14) S 54°21'33" E, 99.39 feet,
- 15) S 60°31'59" E, 36.63 feet,
- 16) S 72°48'06" E, 39.52 feet,
- 17) S 00°37'57" E, 44.40 feet,
- 18) S 13°17'42" W, 85.47 feet,
- 19) S 14°47'02" W, 80.12 feet,
- 20) S 46°50'31" W, 45.10 feet,
- 21) N 88°55'22" W, 38.31 feet,
- 22) S 38°12'56" W, 63.44 feet,
- 23) S 71°26'19" W, 64.96 feet,
- 24) S 11°11'08" E, 71.36 feet,
- 25) S 03°04'40" E, 59.47 feet,
- 26) S 44°51'22" E, 26.86 feet

to the South line of said SE¼; thence S 86°16'40" W, along said South line, a distance of 501.96 feet to the POINT OF BEGINNING.

THIRD AMENDMENT TO CONSERVATION EASEMENT

THIS THIRD AMENDMENT TO CONSERVATION EASEMENT (hereinafter this “Third Amendment”) is made and entered into this _____ day of _____, 2018, by and between, LONCALA, INCORPORATED., a Florida corporation, having a mailing address of 25755 NW 130th Avenue, High Springs, Florida 32643-5964, (hereafter the “Grantor”) and SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter the “Grantee”) (both the Grantor and the Grantee may be referred to herein collectively as the parties).

WITNESSETH:

WHEREAS, the Grantor granted to the Grantee that certain Perpetual Conservation Easement (hereinafter the “Conservation Easement”) dated November 29, 2001, which was recorded in the public records of Alachua County, Florida on November 29, 2001 at O.R. Book 2403, Page 501; and,

WHEREAS, the parties amended the Conservation Easement by entering into the First Amendment to Conservation Easement (hereinafter the “First Amendment”) dated January 30, 2002 and recorded March 8, 2002, in O.R. Book 2427, Page 334; and,

WHEREAS, the parties further amended the Conservation Easement by entering into the Second Amendment to Conservation Easement (hereinafter the “Second Amendment”) dated November 12, 2002 and recorded November 26, 2002, in O.R. 2560, Page 151 public records of Alachua County, Florida; and,

WHEREAS, the Grantor and the Grantee desire to further modify and amend the Conservation Easement.

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

1. The above recitals are hereby incorporated herein by reference as an integral part hereof.
2. The text of the Conservation Easement is hereby amended, altered, and changed as follows:

2.1 Section II, Paragraph 2 of the Conservation Easement shall hereafter read as follows:

2. Construction of Residential Property. Grantee shall have the right to construct home sites and hunting headquarters on

the Excluded Residential Property. The location of the Excluded Residential Property shall be as shown in Section III, paragraph 6 below. Heated and air conditioned residential structures will be allowed on the Excluded Residential Property and will be served by private well, electric power and either septic tank or other on-site sewage disposal system, which must meet Florida, county or other governmental requirements. Appurtenant storage buildings or barns will be allowed on the Excluded Residential Property.

2.2 Section III, Paragraph 6 of the Conservation Easement shall hereafter read as follows:

6. Excluded Residential Property. The Excluded Residential Property is described on Exhibit “B-1” attached hereto and made a part hereof.

2.3 Section II, Paragraph 3(C) of the Conservation Easement shall hereafter read as follows:

(C). Forestry Operations. Grantor shall have the right to conduct forestry operations (Silviculture) in accordance with Best Management Practiced (BMP’s) on the Protected Property provided there is no introduction of “offsite” species. Forestry practices shall be conducted on those areas of the Protected Property as shown on Exhibit B as land cover codes: 4250 – Temperate Hardwood; 4340 – Hardwood Conifer Mixed; 4410-4430 – Forest Regeneration-Pine Plantation. Those areas of the Protected Property within the boundaries of the ten-year floodplain as defined and shown on Exhibit B shall have no intensive forestry except for the harvesting and planting of pine plantation on existing areas shown as land cover code 4410-4430 Forest Regeneration – Pine Plantation. The area of the 10 – year floodplain as designated and shown on Exhibit B shall be detailed in the Forest Management Plan as a special management zone. No pesticides, fertilizers or mechanical bedding. Site preparation operations within the 10 – floodplain shall be conducted in such a way as to minimize the disruption of soil to reduce the likelihood of sediment release into the adjacent wetlands, Santa Fe River and its tributaries. Grantor may apply herbicides as a form of site preparation for reforestation within the 10 – year floodplain. Grantor shall only flat plant or hand plant trees within the 10 – year floodplain.

3. Except as expressly set out in this Third Amendment, the text of the Conservation Easement shall remain unchanged.

4. The attachments to the Conservation Easement shall hereafter be as follows:
 - 4.1 Exhibit "A" to the Conservation Easement shall be Schedule "A" attached to the First Amendment.
 - 4.2 Exhibit "B" to the Conservation Easement shall be Exhibit "B" which is attached to this Third Amendment.
 - 4.3 Exhibit "B-1" to the Conservation Easement shall be Exhibit "B-1" which is attached to the Second Amendment.
5. There are no attachments to the Conservation Easement except for those attachments expressly set out in this Third Amendment.
6. As a point of clarification, the First Amendment, as recorded in the public records of Alachua County, Florida, does not show on its face that it was ever executed by the Grantee. The parties both affirm that, prior to it being recorded, the First Amendment was properly approved and executed by both the Grantor and the Grantee. Further, the parties hereby reaffirm and ratify the First Amendment to the fullest extent allowed by law.
7. The Conservation Easement, as amended, altered and changed by and set out in this Third Amendment, is hereby ratified by the parties and declared to be in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Third Amendment on the date first written above.

IN WITNESS WHEREOF, this Amendment to Conservation Easement has been duly executed by the parties hereto as of the day and year first above written.

“GRANTOR”

Signed, sealed, and delivered
in the presence of:

Loncala, Inc.

Witness

By: _____
Wesley Carter
President

Print Name

Witness

Print Name

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Bryan J. Olmert, as President of Loncala, Inc. who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

“GRANTEE”

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Signed, sealed and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

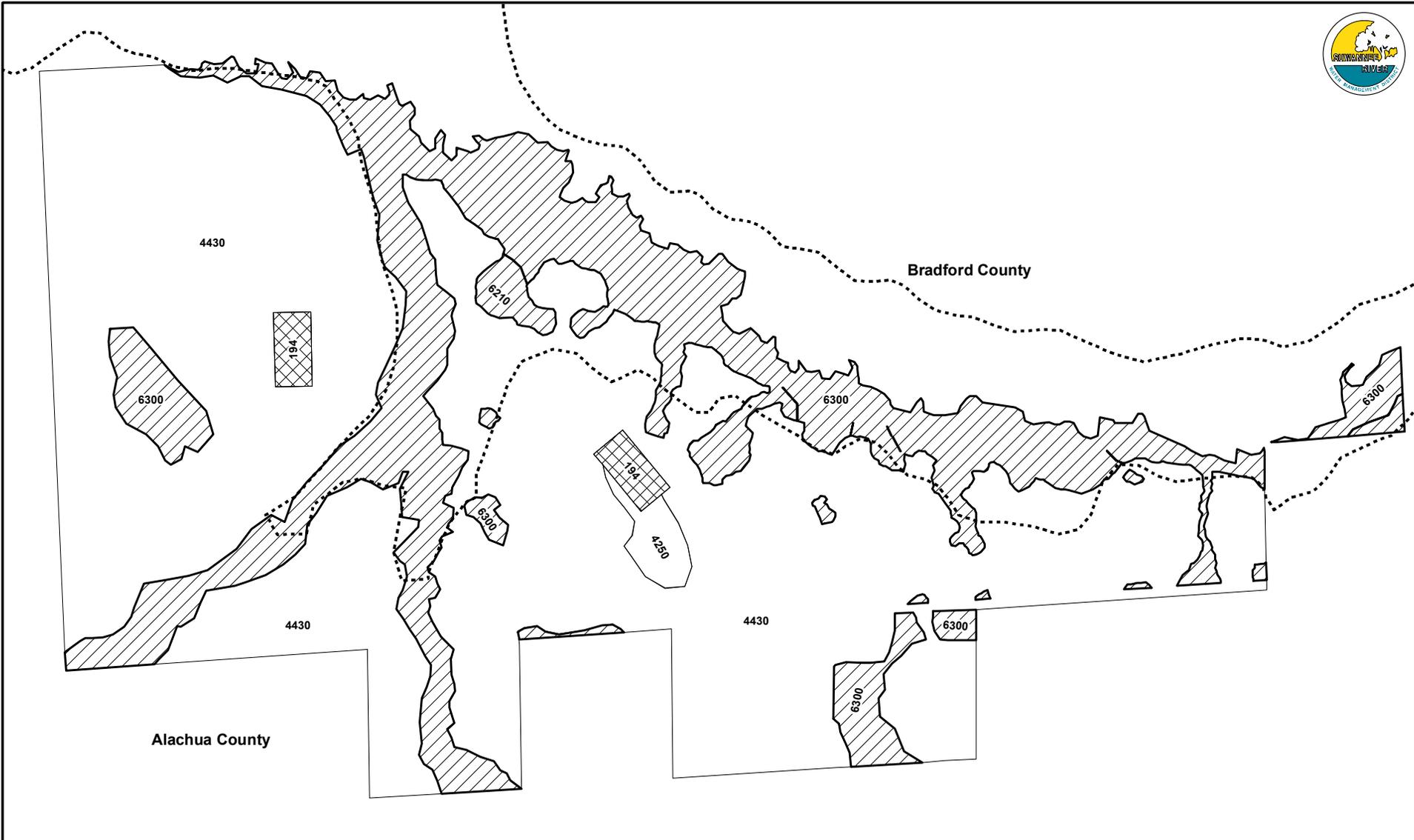
By: _____
Virginia H. Johns
Chair

Attest: _____
Richard Schwab
Secretary/Treasurer

**STATE OF FLORIDA
COUNTY OF SUWANNEE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Virginia H. Johns and Richard Schwab, personally known to me and known to be the Chair and Secretary/Treasurer, respectively, of the governing board of Suwannee River Water Management District and who executed same on behalf of the District.

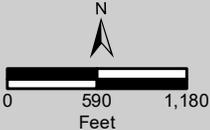
Notary Public
Print Name: _____
My Commission Expires: _____



Monteocha Creek Conservation Easement

Exhibit B

-  Monteocha BND & Landcover
-  Excluded Residential Properties
-  Protected Wetlands
-  10 Year Floodplain



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 6/19/2018