

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
LANDS COMMITTEE MEETING AGENDA

September 24, 2019
Following Audit Committee Meeting

District Headquarters
Live Oak, Florida

1. Call to Order / Committee Roll Call
2. Public Comment

General Discussion / Updates
3. North Florida Land Trust Agreement

Land Acquisition / Property Offers
4. Walker Springs Right of First Refusal, Jefferson County

Conservation Easement Modification Requests
5. Carter Estate, Tract 2 Conservation Easement Amendment, Columbia County

Surplus Lands

No Items
6. Announcements
7. 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: Stephen Schroeder, Business and Community Service Manager
THRU: Steve Minnis, Deputy Executive Director, Business and Community Services
DATE: August 30, 2019
RE: Request to Recommend Agreement Between the District and North Florida Land Trust

RECOMMENDATION

Staff requests Lands Committee recommend to the Governing Board the approval of an agreement for services between the District and North Florida Land Trust for services related to land acquisition and surplus.

BACKGROUND

Currently the District uses the services of North Florida Land Trust (NFLT) during the acquisition of real property. These services have included contracting for appraisals, surveys, and other relevant due diligence procedures. NFLT has also assisted the District by facilitating exchange of closing documents and addressing other issues as they arise during the acquisition process. The current contract was for a one-year term and expires September 30, 2019.

The new agreement for which approval is sought, is for a two-year term commencing October 1, 2019 and running through September 30, 2021, with the District having the option to renew the contract for two additional one-year terms. The proposed new agreement also expands potential tasks to include assistance with the disposition of real property declared surplus to the needs of the District.

To date, NFLT's contractual performance has been satisfactory and in conformance with the terms of the contract, including timely delivery of deliverables, accuracy, and completeness of assigned tasks.

Funding for this recommendation is included in the Fiscal Year 2019-2020 Tentative Budget under account codes 10-2586-3-2100-19, 13-2586-3-2100-10, and 13-2586-3-2100-19 and is contingent upon approval of the final budget.

/scs
Attachments

**AGREEMENT FOR SERVICES BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
NORTH FLORIDA LAND TRUST, INC.**

THIS AGREEMENT for Services (the "Agreement") is made as of the _____ day of _____, 2019, by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373 of Florida Statutes, with its offices located at 9225 County Road 49, Live Oak, Florida 32060 (hereinafter referred to as the "District") and the North Florida Land Trust, Inc., a Florida not-for-profit corporation, which is qualified as a tax exempt entity under I.R.C. § 501(c)(3) with offices located at 2038 Gilmore Street, Jacksonville, Florida 32204 (hereinafter referred to as the "Land Trust"). The District and the Land Trust are hereinafter collectively referred to as the "parties".

IN CONSIDERATION of the mutual promises and covenants hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: BASIC SERVICES OF THE LAND TRUST

- 1.1 The District, in the execution of its mission to "manage water and related natural resources in north-central Florida by providing water quality and quantity monitoring, research, regulation, land acquisition and management, and flood protection," occasionally acquires conservation lands in furtherance of that mission. Through this agreement, the Land Trust agrees to provide certain conservation real estate services to and on behalf of the District which may include outreach and negotiations for purchase or exchange of land or interests in land, execution of appropriate due diligence in acquiring that land, surplus of properties, coordination with District staff, committees and the Governing Board in facilitation of acquisitions and surplus, and other services deemed necessary towards the acquisition of land and disposition of surplus land in support of the District. The full scope of these services is otherwise described in Exhibit A, Scope of Work.
- 1.2 The Land Trust shall give reasonably prompt written notice to the District whenever the Land Trust observes or otherwise becomes aware of any development that affects the scope or timing of the Land Trust's services.

ARTICLE 2: ADDITIONAL SERVICES OF THE LAND TRUST

- 2.1 If the parties agree in writing, the Land Trust shall furnish additional services pursuant to this Agreement otherwise unprovided for in Exhibit A, for compensation mutually agreed by the parties, by amendment of Exhibit A, Scope of Work.

ARTICLE 3: THE DISTRICT'S RESPONSIBILITIES

- 3.1 The District shall promptly provide to the Land Trust available information regarding the requirement for the Services and whatever data needed by the Land Trust to complete the services as described in Exhibit A.
- 3.2 The District shall give prompt written notice to the Land Trust whenever the District observes or otherwise becomes aware of any development that affects the scope or timing of the Land Trust's Services.

ARTICLE 4: PAYMENTS TO THE LAND TRUST

- 4.1 At the request of the District, the Land Trust shall provide to the District an estimated budget for the detailed assessment and negotiations stage of a transaction (the "Assessment and Negotiations Budget") in the format attached as Exhibit B for each property chosen by the District for acquisition services by the Land Trust. Once the Assessment and Negotiations Budget is approved, the Land Trust may proceed with the acquisition services listed in the Assessment and Negotiations Budget. The Land Trust shall not exceed the Assessment and Negotiations Budget without first obtaining a written amendment to the Assessment and Negotiations Budget from the District. Upon review and confirmation by the District, reimbursements and payments will be made to the Land Trust within thirty (30) days of presentation of the invoice that includes a summary of work performed, hours worked, documentation of costs for services contracted, and copies of all work products created in the process of acquisition, , and a copy of the canceled checks or other verifiable evidence that payments have been made. Invoices shall be submitted in the form attached as Exhibit D.
- 4.2 If negotiations are successful, at the request of the District, the Land Trust shall provide to the District an estimated budget for the contract stage of a transaction (the "Contract Budget") in the format attached as Exhibit C for each property chosen by the District to continue to the contract stage. Once the Contract Budget is approved, the Land Trust may proceed with the acquisition services listed in the Contract Budget. The Land Trust shall not exceed the Contract Budget without first obtaining a written amendment to the Contract Budget from the District. Upon review and confirmation by the District, reimbursements and payments will be made to the Land Trust within thirty (30) days of presentation of the invoice that includes a summary of work performed, hours worked, documentation of costs for services contracted, and copies of all work products created in the process of acquisition, and a copy of the canceled checks or other verifiable evidence that payments have been made. Invoices shall be submitted in the form attached as Exhibit D.
- 4.3 The Assessment and Negotiations Budget and the Contract Budget shall hereinafter collectively be referred to as the "Budgets".
- 4.4 The purchase price and other closing costs towards properties identified by the Land Trust shall be directly forwarded to closing agent or escrow account for closing.

- 4.5 An estimated budget will be requested by District staff prior to the Land Trust providing other real estate services, such as but not limited to, acquisition planning, and surplus of properties. Once the budget is approved, the Land Trust may proceed with the services listed in the budget. Upon review and confirmation by the District, reimbursements and payments will be made to the Land Trust within thirty (30) days of presentation of the invoice that includes a summary of work performed, hours worked, documentation of costs for services contracted or performed, and copies of all work products created in the process of surplus or activity, and a copy of the canceled check or other verifiable evidence that payment has been made. Invoices shall be submitted in the form attached as Exhibit D.

ARTICLE 5: TERMINATION

- 5.1 This Agreement shall remain in force through September 30, 2021, subject to the right of the District to renew the Agreement for two one-year periods. In the event of non-renewal of the agreement, then the District may extend the contract through such additional time period as the District deems necessary in order to complete any unfinished projects within the Scope of Work.
- 5.2 Either party may withdraw from this Agreement at any time by giving thirty (30) days written notice to the other party. All products and information regarding open projects must be submitted by the Land Trust before final payments will be made by District.

ARTICLE 6: ONLY DISTRICT TO ENTER INTO CONTRACTS

- 6.1 Notwithstanding anything else herein to the contrary, the Land Trust shall not have the authority to bind the District to any contracts or quasi contracts.
- 6.2 Only the District itself, acting through its Governing Board, may bind the District to:
- 6.2.1 A contract for the purchase of interests in real property;
 - 6.2.2 A contract for the reimbursement of any expenses concerning the possible purchase of real property; or,
 - 6.2.3 Any other contractual or quasi contractual relationship.
- 6.3 In its dealings with others, the Land Trust shall make clear that it does not have the authority to enter into any contracts on behalf of the District or bind the District to any contracts. To document the above, before it begins working on any particular parcel of property, the Land Trust shall have a disclosure, in substantially the form attached hereto as Exhibit "E", executed by the landowner.
- 6.4 In the event that the Land Trust enters into contracts between the Land Trust and contractors as authorized by the District in the Budgets, the District shall reimburse the Land Trust as described in Article 4.

ARTICLE 7: MISCELLANEOUS PROVISIONS

- 7.1 The District may not use the Land Trust's name and/or logo in any way without prior written consent from the Land Trust, nor the Land Trust use the District's name and/or logo without the District's prior written consent. This section does not apply to verbal or written use during the assessment and negotiations of a specific project.
- 7.2 This Agreement shall become binding when signed by both parties. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Agreement between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.
- 7.3 If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.
- 7.4 Pursuant to Section 373.139 (3)(a), Florida Statutes, the Land Trust shall maintain the confidentiality of appraisal reports, offers, and counteroffers until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the Governing Board. Upon approval by the District, the Land Trust may disclose appraisal reports to private landowners during negotiations for acquisitions using alternatives to fee simple techniques, if the District determines that disclosure of such reports will bring the proposed acquisition to closure.
- 7.5 Independent Contractor Status. The Land Trust shall be deemed to be an independent contractor in all its operations and activities hereunder.
- 7.5.1 Land Trust's Employees. The employees furnished by the Land Trust to perform the work provided herein and the Land Trust's subcontractors shall be paid by the Land Trust for all such services. The Land Trust will be responsible for all obligations and reports concerning FICA, unemployment insurance, worker's compensation, income tax, and other reports and deductions required by an applicable state or federal law. Under no circumstances shall such employees and subcontractors be deemed to be the employees of the District.
- 7.5.2 Land Trust Not to Be Agent. The Land Trust is not an agent of District and does not have any authority with respect to any matter or in any manner to obligate or commit District by contract or otherwise.
- 7.6 W-9 Requirement. The Land Trust shall immediately submit to the District a completed IRS Form W-9, for reporting purposes only. The District shall make no payments to the Land Trust, under this Agreement or for any other reason, unless and until such form is submitted to District.
- 7.7 Insurance Coverages. The Land Trust shall provide insurance as follows:

- 7.7.1 The Land Trust will purchase and maintain all insurance necessary to protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Land Trust's operations under this Agreement, whether those operations be by the Land Trust or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- 7.7.2 This insurance shall be written for not less than (i) for workers' compensation insurance, the limits shall be as required by law; (ii) for motor vehicular liability insurance, the limits shall be for not less than \$500,000 combined single limit; (iii) for general liability insurance, the limits shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate; (iv) for professional liability insurance, the limits shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate.
- 7.7.3 Before starting work under this Agreement, the Land Trust will file with the District certificate(s) of insurance, acceptable to the District, providing evidence that the Land Trust has in full force and effect the insurance required herein with insurers authorized to do business in the State of Florida. These certificate(s) shall contain provision(s) that provide, without limitation, the following:
- 7.7.3.1 For all insurances except for professional liability insurance, name the District as a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of District's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.
- 7.7.3.2 The coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the District.
- 7.8 Compliance with Laws. The Land Trust, employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations of the federal, state, or local government, including but not expressly limited to those relating to wages, hours, and work conditions.
- 7.9 Ownership of and Rights to Items Produced. District shall have absolute ownership of and unlimited rights in all items produced or delivered in the performance of this Agreement. The Land Trust shall not publish or use any of the information or products generated by this Agreement for advertising, presentations not directly connected with this Agreement, or for other uses not connected with this Agreement without the prior written approval of the District.

- 7.10 Indemnification. The Land Trust shall be solely responsible for and shall hold District free and harmless from, and hereby indemnifies District against any and all claims, demands, courses of action, loss, cost, damages, and expenses, attorneys fees and consultants fees arising out of or in connection with, property damage, or injuries or death of any and all persons in any way sustained, or alleged to have been sustained, in connection with, or arising out of the performance of the work set out herein by the Land Trust, its agents and employees, and its subcontractors, unless caused by the sole negligence of District employees while working for District. To the extent permitted by law, the District shall be solely responsible for and shall hold the Land Trust free and harmless from, and hereby indemnifies the Land Trust against any and all claims, demands, courses of action, loss, cost, damages, and expenses, attorneys fees and consultants fees arising out of or in connection with, property damage, or injuries or death of any and all persons in any way sustained, or alleged to have been sustained, in connection with, or arising out of the performance of the work set out herein by the District, its agents and employees, and its subcontractors, unless caused by the sole negligence of the Land Trust employees while working for Land Trust.
- 7.11 Records. The books, records, and documents of Land Trust, insofar as they relate to the work performed or money received under this Agreement, shall be subject to audit, at any reasonable time and upon reasonable notice, by District or other duly authorized representatives of the State.
- 7.12 Gifts. The Land Trust shall not pay any part of the amounts paid to it as provided herein, directly or indirectly, to any officer or employee of District or the State of Florida as wages, compensation, or gifts in exchange for or in connection with any work contemplated or performed in connection with this Agreement, without prior District approval.
- 7.13 Non Discrimination. The Land Trust will not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps or marital status with respect to any operations and activities hereunder.
- 7.14 Conflicts. The Land Trust covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Land Trust further covenants that, in the performance of this Agreement, no person having any such interest shall be employed. The Land Trust warrants that it has not employed, retained, paid, or agreed to pay any company or person, other than a bonafide employee, to solicit or secure this Agreement contingent upon or resulting from the award or making of this Agreement.
- 7.15 Public Records. This Agreement is subject to the requirements of Section 119.0701, Florida Statutes regardless of whether such requirements are expressly set out herein. However, as required by such statute, the Land Trust shall:
- 7.15.1 Comply with all public records laws of the State of Florida.
- 7.15.2 Keep and maintain all records it generates and/or receives in the performance of the services set out herein.

- 7.15.3 Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Ch. 119, Florida Statutes or as otherwise provided by Florida law.
- 7.15.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of this Agreement the Land Trust does not transfer the records to the District.
- 7.15.5 Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Land Trust or keep and maintain public records required by the District to perform the services set out herein. If the Land Trust transfers all public records to the District upon completion of this Agreement, the Land Trust shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Land Trust keeps and maintains public records upon completion of this Agreement, the Land Trust shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE LAND TRUST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAND TRUST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

Telephone at 386.362.3036
E-mail at Stephen.schroeder@srwmd.org
U.S. Mail to: Stephen Schroeder
Office of Administration Chief
Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060

- 7.16 Extension of Services. District and the Land Trust may by mutual agreement, in writing extend the scope of these services including additional work to be performed by the Land Trust with additional payments by District. However, for this to be effective, the document must be executed in writing with same formalities as this Agreement.
- 7.17 No Third-Party Beneficiaries. This Agreement is between the District and the Land Trust and shall not be interpreted to be for the benefit of any party or entity not signing this Agreement.

- 7.18 Drug Free Workplace. Land Trust represents that it has established a drug free workplace and shall maintain a drug free workplace during the term of this Agreement.
- 7.19 Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not perform the work set out herein as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017 F.S. for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. The Land Trust warrants that it has not been placed on the convicted vendor list for a public entity crime.
- 7.20 Land Trust, by its signature hereon, certifies that it is not a scrutinized company as described in Section 287.135, F.S. and agrees that it shall not use as a contractor or subcontractor any individual or entity that is a scrutinized company.
- 7.21 Venue and Jurisdiction of Litigation. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Agreement shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
- 7.22 Waiver of Jury Trial. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
- 7.23 Limitation on Remedy. Notwithstanding anything else in herein to the contrary, the parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding enforcing, construing, arising out of or relating to this Agreement. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be interpreted to mean that absent this provision such damages would have been recoverable.
- 7.24 No Waiver of Sovereign Immunity. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the District's sovereign immunity and/or the protections given the District under Section 768.28, Florida Statutes.
- 7.25 Terms Not to Be Construed Against Either Party. This Agreement is the product of negotiation between the parties, thus the terms of this Agreement shall not be construed against either party as the drafter.
- 7.26 Assignment. Neither party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other party and such consent shall not be unreasonably withheld.

7.27 Governing Law. This Agreement shall be governed by Florida law without regard to its conflict of laws rules.

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SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Suwanee River Water Management
District

THE NORTH FLORIDA LAND TRUST, INC.
a Florida not-for-profit corporation

By: _____
Hugh Thomas
As its Executive Director

By: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Negotiate the purchase, exchange or donation of fee simple rights, conservation easements and/or development rights for those properties identified by the Suwannee River Water Management District

The North Florida Land Trust will manage a program of land acquisition on behalf of Suwannee River Water Management District, planning and/or managing the real estate process under District direction, ensuring land and interests in land are promptly and properly conveyed to the District in support of their conservation mission. Upon request by the District, for acquisition, exchange, conveyance, or donation of a property, District staff will provide information to the Land Trust including acres, county, tax parcel ID, type of acquisition (fee, conservation easement, other interest), and summary of reason for purchase. The Land Trust will then provide a Detailed Assessment and Negotiations Budget in the format shown in Exhibit B, which must be approved by District before work commences. If negotiations are successful, upon request by the District, the Land Trust will provide a Contract Budget in the format shown in Exhibit C, which must be approved by the District before work commences.

Upon request by the District, to surplus a parcel, District staff will provide information to the Land Trust including acres, county, tax parcel ID, and reason for the surplus.

The Land Trust shall provide the following services:

Negotiations and Partnerships

1. Negotiate agreements for the purchase or donation of fee simple rights, conservation easements and/or development rights on targeted properties as directed by the District.
2. Facilitate and participate in coordination meetings and teleconferences with the District.
3. Coordinate with partners that may have funds available that can be used towards the acquisition of target properties if necessary.
4. Determine the bundle of rights for potential acquisitions that the Seller can agree upon, hire appraisers to conduct the appraisals based on the agreed upon rights, and obtain title work on the property for the appraiser.
5. Negotiate agreements for the purchase of land or conservation easements and draft conservation easements, purchase agreements or agreements to acquire development rights including fee simple purchase, easements, donations, and other less than fee mechanisms.
6. Draft documents related to the purchase or any donation(s) of fee simple rights, conservation easements and/or development rights subject to review and approval

by the District's General counsel.

7. Upon request by the District, participate in initial site visits and landowner meetings in preparation for Land Committee and Governing Board approval of projects and Budgets.

Due Diligence and Closing

1. Obtain and review appraisals, surveys, title work, Phase 1 Environmental Assessments and any other due diligence necessary to implement the purchase or donation(s) of fee simple rights, conservation easements and/or development rights. Provided that for such purposes, the Land Trust shall only use appraisers, surveyors and engineers from the District's approved lists. All title work shall be obtained through the District's General Counsel as the authorized agent for a Florida licensed title insurance company.
2. Complete Easement Documentation Report(s) for new conservation easements, as requested by the District.
3. Resolve title defects and any other issues necessary and assist the closing agent with closing and finalizing the transaction(s).

Other Services

1. At the request of and upon approval from the District, the Land Trust may complete other services, including but not limited to, acquisition planning, and sale of surplus lands.

EXHIBIT B

Detailed Assessment and Negotiations Budget

Example Budget: Project 1, X acres, County, Tax Parcel ID	Not to exceed cost
Land Trust Detail Assessment and Negotiations Fee (fixed cost):	
Appraisal(s):	
Title Search/Commitment:	

Exhibit C Contract Budget

Example Budget: Project 1, X acres, County, Tax Parcel ID	Not to exceed cost
Acquisition Price:	
Land Trust Contract Fee (fixed cost):	
Boundary Survey	
Title Insurance:	
Baseline Documentation Report (for easements only):	
Geological Survey:	
Closing Agent Fee:	
Title Insurance:	
Recording Fee:	
Taxes:	
Phase I Environmental Site Assessment:	
Phase II Environmental Site Assessment:	

**EXHIBIT D
Sample Invoice**



BILL TO	SHIP TO	INSTRUCTIONS
		Please remit to : North Florida Land Trust 2038 Gilmore Street Jacksonville FL 32204

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
(1)		\$0	\$0
(2)		\$0	\$0
(1)		\$0	\$0

SUBTOTAL	\$0 .00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE BY [SELECT DATE]	Upon Receipt

Thank you for your business!
 North Florida Land Trust
 2038 Gilmore Street
 Jacksonville FL 32204

EXHIBIT E
ACKNOWLEDGMENT OF DISCLOSURE

I HEREBY acknowledge that I am the owner, or the authorized representative of the owner, of that certain parcel of real property in _____ County, Florida assigned parcel No. _____ and that I have read and am aware of the following:

1. The North Florida Land Trust, Inc., a Florida not-for-profit corporation, (the "Land Trust") has been retained by the Suwannee River Water Management District a special taxing district organized under Chapter 373 of Florida Statutes (the "District") as a consultant to assist in the acquisition of real property and provide other services with regards to real property.
2. However, neither the Land Trust nor its agents nor employees have any authority to legally bind the District to any agreement or contract.
3. The District will not be bound to any agreement relating to the purchase of any rights in real property (or otherwise) until and unless such agreement is reduced to a written contract and approved and executed by the District's Governing Board. Further, the District will not be liable for any cost or expense incurred by a landowner in seeking a contract with the District, unless such cost or expenses is approved, in advance, and in writing by the District's Governing Board.

Date: _____, 20____.

Print Name: _____

Signature: _____

MEMORANDUM

TO: Lands Committee

FROM: Stephen Schroeder, Business and Community Services Manager

THRU: Steve Minnis, Deputy Executive Director, Business and Community Services

DATE: August 30, 2019

RE: Approval of Staff Recommendation to Decline the Exercise of the Districts Right of First Refusal to Purchase the Fee Interest in Land Subject to the Walker Springs Conservation Easement

RECOMMENDATION

Staff requests the Lands Committee recommend to the Governing Board that the District decline to exercise its right of first refusal to purchase the fee interest in land subject to the Walker Springs Conservation Easement.

The District purchased on Conservation Easement on 167.14 acres of land known as the Layman Law Firm – Walker Springs Conservation Easement for \$250,710. Subsequently, the property was subdivided with 84.32 acres being sold to a third party. At the time of purchasing the Conservation Easement, the District also reserved a right of first refusal to purchase the fee on said land in the event the owner elected to sell to a third party.

On July 15, 2019, the District received notice that the current owner had received a *bona fide* offer to purchase the 84.32-acre parcel for \$500,000.00. Under the terms of the Conservation Easement, the District has 90 days to exercise its right of first refusal to purchase the property. A copy of the terms of the right of first refusal language is attached.

Upon review, staff determined that the ownership of the fee would not enhance the Districts ability to provide for conservation on the property and would not otherwise benefit the District. Staff is therefore recommending that the District decline to exercise its right of first refusal.

The District previously declined to exercise this right in 2016. The sale to a third party will have no impact on the Districts enforcement of its conservation easement which will continue to be binding on the purchasers. The contract for sale specifically makes the property subject to the Conservation Easement.

SCS/rl
File #09-010
Attachments

WALKER SPRINGS RIGHT OF FIRST REFUSAL LANGUAGE

22. FIRST RIGHT OF REFUSAL In the event Grantor/Optionor desires to sell or transfer the Conservation Property or property that is adjacent to the Conservation Property (the "Adjacent Property"), to a third party, not a Lineal Descendent, spouse of Grantor, or spouse of such Lineal Descendants, Grantor/Optionor does hereby give to Grantee/Optionee the option ("Option") to acquire the Conservation Property. *The Notice of the Option ("Notice") or offer to sell shall be in writing from Grantor/Optionor to Grantee/Optionee and Grantee/Optionee shall have ninety (90) days thereafter from receipt of the written Notice to submit an offer of price and terms in writing to the Grantor/Optionor.* Grantor/Optionor may either sell the property so offered to Grantee/Optionee at the price and for the terms specified or place the property on the market for sale to a third party. Upon receiving a bonafide offer from a third party, the Grantor/Optionor shall notify the Grantee/Optionee, in writing, within five days of receipt of the bonafide offer, setting forth the terms and conditions of the bonafide offer. In the event that the bonafide offer does not exceed 120% of the price offered by Grantee/Optionee pursuant to the Notice, then Grantee/Optionee shall have the option to (A) purchase the property at the lesser of the price offered pursuant to the Notice or the bonafide offer, or (B) reject the offer. In the event the bonafide offer exceeds 120% over the Notice price offered by Grantee/Optionee and it is rejected by Grantee/Optionee, then Grantor/Optionor may sell the property to the bonafide third party.

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

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



Vacant Land Contract

1* **1. Sale and Purchase:** Walker Springs Properties LLC (“**Seller**”)
 2* and Keystone Holdings LLC (“**Buyer**”)
 3 (the “parties”) agree to sell and buy on the terms and conditions specified below the property (“Property”)
 4 described as:

5* Address: S Salt Rd., Lamont, FL
 6* Legal Description: [See Attachment]
 7 _____
 8 _____
 9 _____

11* SEC 29 /TWP / 2 S /RNG 5 E of Jefferson County, Florida. Real Property ID No.: 11958
 12* including all improvements existing on the Property and the following additional property: _____
 13 _____

14* **2. Purchase Price:** (U.S. currency).....\$500,000.00
 15 All deposits will be made payable to “Escrow Agent” named below and held in escrow by:
 16* Escrow Agent’s Name: Title Agency of Florida
 17* Escrow Agent’s Contact Person: Amy Auerbach
 18* Escrow Agent’s Address: 19535 Gulf Blvd. - #C, Indian Shores, FL 33785
 19* Escrow Agent’s Phone: 727.596.0700
 20* Escrow Agent’s Email: Amy.Auerbach@fnf.com

21 (a) Initial deposit (\$0 if left blank) (**Check if applicable**)
 22* accompanies offer
 23* will be delivered to Escrow Agent within 5 days (3 days if left blank)
 24* after Effective Date\$10,000.00

25 (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____

28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____

29* (d) Other:\$ _____

30 (e) Balance to close (not including **Buyer’s** closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds\$490,000.00

32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35* calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
 36* accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
 39* delivered to all parties on or before 7/13/2019, this offer will be withdrawn and **Buyer’s** deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. **The “Effective Date” of this contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter offer.**

43* **4. Closing Date:** This transaction will close on on or before 08/30/2019 (“Closing Date”), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
 48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
 50 other items.

Buyer and Seller acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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51 **5. Financing: (Check as applicable)**
 52* (a) **Buyer** will pay cash for the Property with no financing contingency.
 53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
 54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
 55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
 56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
 57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
 58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
 59* returned.
 60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
 61* or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
 62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
 63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
 64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
 65* disclose all such information to **Seller** and Broker.
 66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
 67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
 68* follows: _____
 69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
 70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
 71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
 72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
 73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
 74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
 75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
 76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
 77* **Seller** will make the loan.
 78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
 79* _____
 80* LN# _____ in the approximate amount of \$ _____ currently payable at
 81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
 82* fixed other (describe) _____
 83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
 84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
 85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
 86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
 87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
 88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89* **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
 90* contract, may assign but not be released from liability under this contract, or may not assign this contract.

91* **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
 92* deed special warranty deed other (specify) _____ General Warranty Deed _____, free of liens, easements,
 93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
 94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
 95* other matters to which title will be subject) _____,
 96* provided there exists at closing no violation of the foregoing.

97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
 98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
 99* **Seller** will deliver to **Buyer**, at
 100* (Check one) **Seller's** **Buyer's** expense and
 101* (Check one) within _____ days after Effective Date at least _____ days before Closing Date,
 102* (Check one)
 103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
 104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
 105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
 106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
 107* **Buyer** within 15 days after Effective Date.

108 * (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.

115 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 15 days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118 * **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
129

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134 * (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 45 days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161 * (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
- 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
- 166 contingent on **Buyer** conducting any further investigations.
- 167 **(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
- 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
- 169 expired or if Paragraph 8(a)(2) is selected.
- 170 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
- 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
- 172 to improving the Property and rebuilding in the event of casualty.
- 173 **(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
- 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
- 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
- 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
- 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
- 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
- 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
- 180 with the shore line of the Property being purchased.
- 181* **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be

183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title

184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds

185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to

186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the

187 costs indicated below.

- 188 **(a) Seller Costs:**
- 189 Taxes on deed
- 190 Recording fees for documents needed to cure title
- 191 Title evidence (if applicable under Paragraph 7)
- 192* Other: _____

- 193 **(b) Buyer Costs:**
- 194 Taxes and recording fees on notes and mortgages
- 195 Recording fees on the deed and financing statements
- 196 Loan expenses
- 197 Title evidence (if applicable under Paragraph 7)
- 198 Lender's title policy at the simultaneous issue rate
- 199 Inspections
- 200 Survey
- 201 Insurance
- 202* Other: _____

203 **(c) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real

204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,

205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be

206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 **(d) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**

208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount

209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but

210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be

211* paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is

212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a

213 Homeowners' or Condominium Association.

214 **(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**

215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**

216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**

218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**

219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

- 220 (f) **Foreign Investment in Real Property Tax Act (“FIRPTA”):** If **Seller** is a “foreign person” as defined by
 221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
 222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
 224 closing or after) under Section 1031 of the Internal Revenue Code (“Exchange”), the other party will
 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
 227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
 229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
 230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
 231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
 232 **this contract.**

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
 234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
 235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
 236 terminate this contract by written notice to the other within 10 days after **Buyer’s** receipt of **Seller’s** notification,
 237 and **Buyer’s** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
 238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
 240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
 241 prevented by an act of God or force majeure. An “act of God or “force majeure” is defined as hurricanes,
 242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
 243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
 244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
 245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
 246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
 247 the other; and **Buyer’s** deposit(s) will be returned.

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
 249 electronic means. **Buyer’s failure to timely deliver written notice to Seller, when such notice is required by**
 250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
 251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
 252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
 253 **delivered to or received by that party.**

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
 255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
 256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
 257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
 258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
 259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
 260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
 261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
 262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
 263 This contract will not be recorded in any public record. The terms “**Seller**,” “**Buyer**,” and “**Broker**” may be singular
 264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
 265 permitted, of **Seller**, **Buyer**, and Broker.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
 267 closing or termination of this contract.

268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller’s** obligations under this contract, **Buyer**
 269 may elect to receive a return of **Buyer’s** deposit(s) without thereby waiving any action for damages resulting
 270 from **Seller’s** breach and may seek to recover such damages or seek specific performance. **Seller** will also
 271 be liable for the full amount of the brokerage fee.

272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
276 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
277 equity to enforce **Seller's** rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
296 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
297 **government agencies for verification of the Property condition and facts that materially affect Property**
298 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

321* (a) Premier Sotheby's International Realty (Seller's Broker)
322* will be compensated by **Seller** **Buyer** both parties pursuant to a listing agreement other
323* (specify): FSBO, property off-market - 4% commission to be paid by seller.
324* (b) _____ (Buyer's Broker)
325* will be compensated by **Seller** **Buyer** both parties **Seller's** Broker pursuant to a MLS offer of
326* compensation other (specify): N/A

327* **21. Additional Terms:**
 328 - Property is being sold "As Is" with any and all structures and condition of property as is, and as shown by the cross hatch on the map attached
 329 hereto as Exhibit "A".
 330 - House plans, complete copy of engineering study on cabin, all replanted food plots, all installed game cameras; all Camo which have been added
 331 to the existing deer stands and the deer (condo) stand to convey with purchase.
 332 - If available, seller to provide copies of title opinions/policies, surveys, maps, reports, studies, audits, appraisals and other information
 333 concerning the Property.
 334 - In the event Buyers have the Property surveyed as provided in this Contract, and such survey reflects any changes or differences in what has
 335 been conveyed as the property, then the Purchase Price will be subject to an adjustment.
 336 - Property is subject to an existing Conservation Easement associated with the Suwanee River Water Management District ("SRWMD"). The
 337 Conservation Easement gives SRWMD the first right of refusal to purchase the Property. The Property will be conveyed to Buyers subject to the
 338 Conservation Easement, and Buyers shall examine the Conservation Easement during the Due Diligence period to determine if the Conservation
 339 Easement easement is acceptable to Buyers. If the Conservation Easement is not acceptable to Buyers, then Buyers shall send written notice of
 340 termination of this contract to Seller before the end of the Due Diligence period.
 341
 342

COUNTER-OFFER/REJECTION

344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.**

349* **Buyer:** Roger Swinford dotloop verified 07/11/19 1:08 PM EDT JE8B-QNSQ-OV3Z-AMBP Date: _____

350* Print name: Keystone Holdings LLC, Roger Swinford - Manager

351* **Buyer:** Amy Swinford dotloop verified 07/11/19 1:17 PM EDT EAQQ-VLH8-IV06-U1ZK Date: _____

352* Print name: Keystone Holdings LLC, Amy Swinford - Manager

353 **Buyer's address for purpose of notice:**

354* Address: 5823 Bowen Daniel Dr. - Unit 1606, Tampa, FL 33616

355* Phone: _____ Fax: _____ Email: RSwinford@calhouninternational.com

356* **Seller:** J. Clint Wallace dotloop verified 07/11/19 5:43 PM EDT XHRH-NGNB-WUJF-TF5L Date: _____

357* Print name: J. Clint Wallace

358* **Seller:** _____ Date: _____

359* Print name: _____

360 **Seller's address for purpose of notice:**

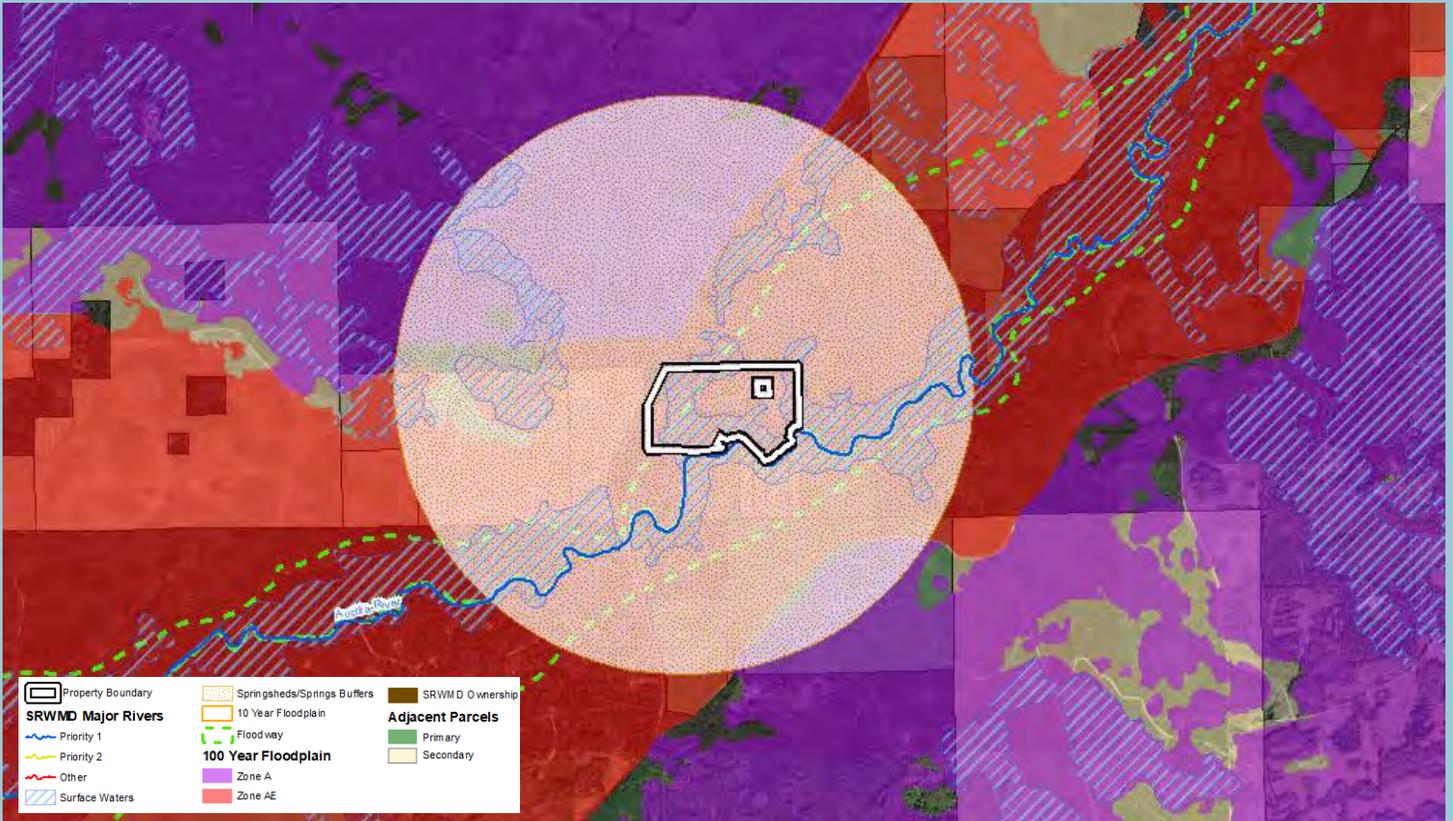
361* Address: 209 E. Brevard St., Tallahassee, FL

362* Phone: (850) 222-7777 Fax: (850) 222-7778 Email: cwallace@scottandwallacelaw.com

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
 364 **final offer or counter offer.)**

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Suwannee River Water Management District Triage Analysis Results



Property Name: Walker Springs CE

Date: 08/08/19

Acreage: 84.32

County: Jefferson

Transaction Type: Acquisition

Surface Water Protection-

Major River? (Y) [Aucilla- Priority 1]

Riverine Surface Waters? (Y) [\pm 44.17 ac]

Springs Protection -

Within Springshed or springs buffers?

(Y) [Spring on-site] [84.32 ac]

Adjacency

(Y) [Priority 1]

Flood Protection-

Floodway? (Y) [\pm 60.43 ac]

10 Year Floodplain? (NA)

100 Year Floodplain? (Y) [\pm 79.59 ac]

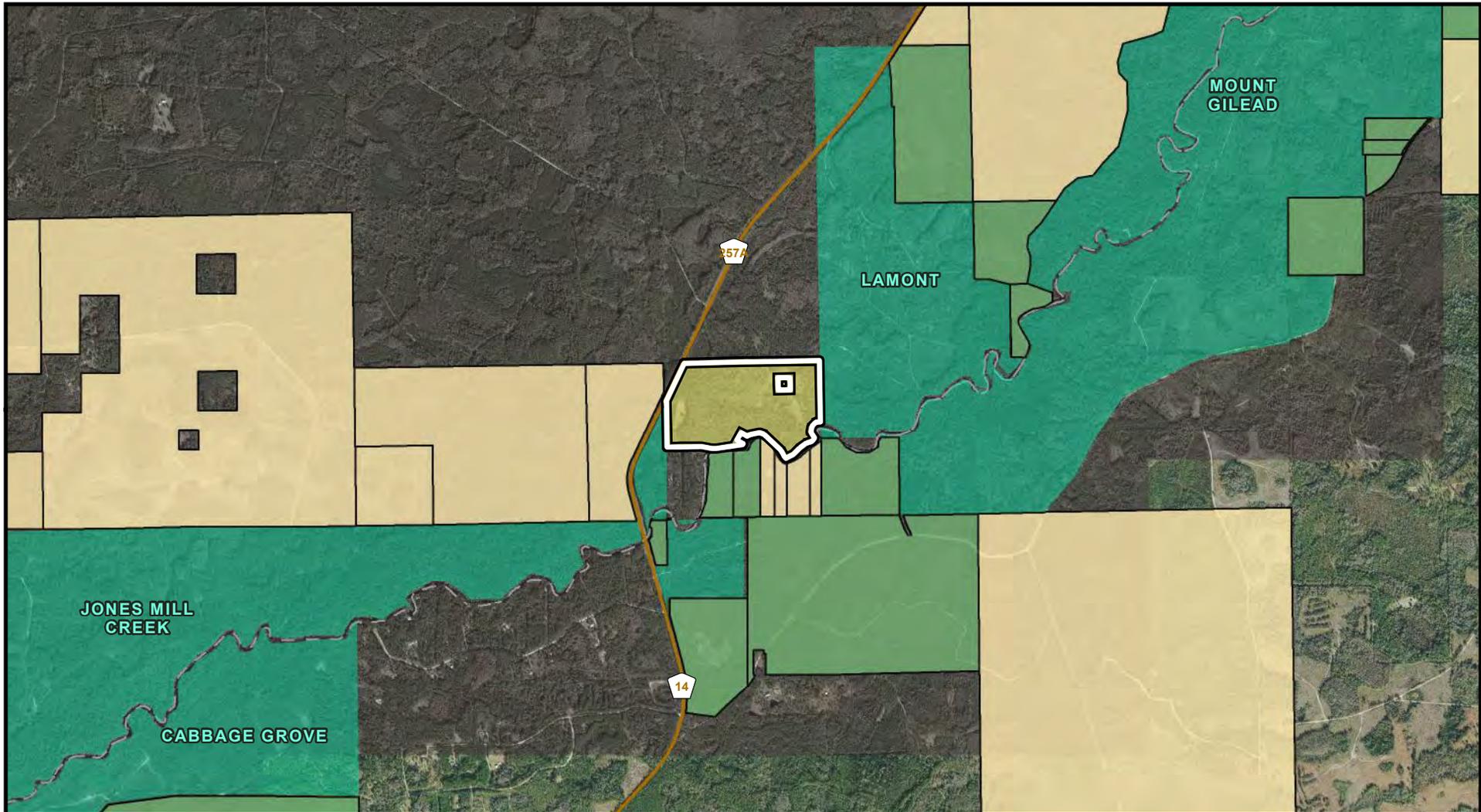
Miscellaneous:

PFA? (N)

WRCA? (N)

BMAP? (N)





Property Boundary



SRWMD Ownership



Other Public Ownership



SRWMD Proposed Acquisitions

Adjacent Parcels Ranking

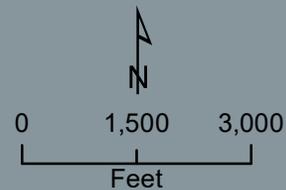


Primary

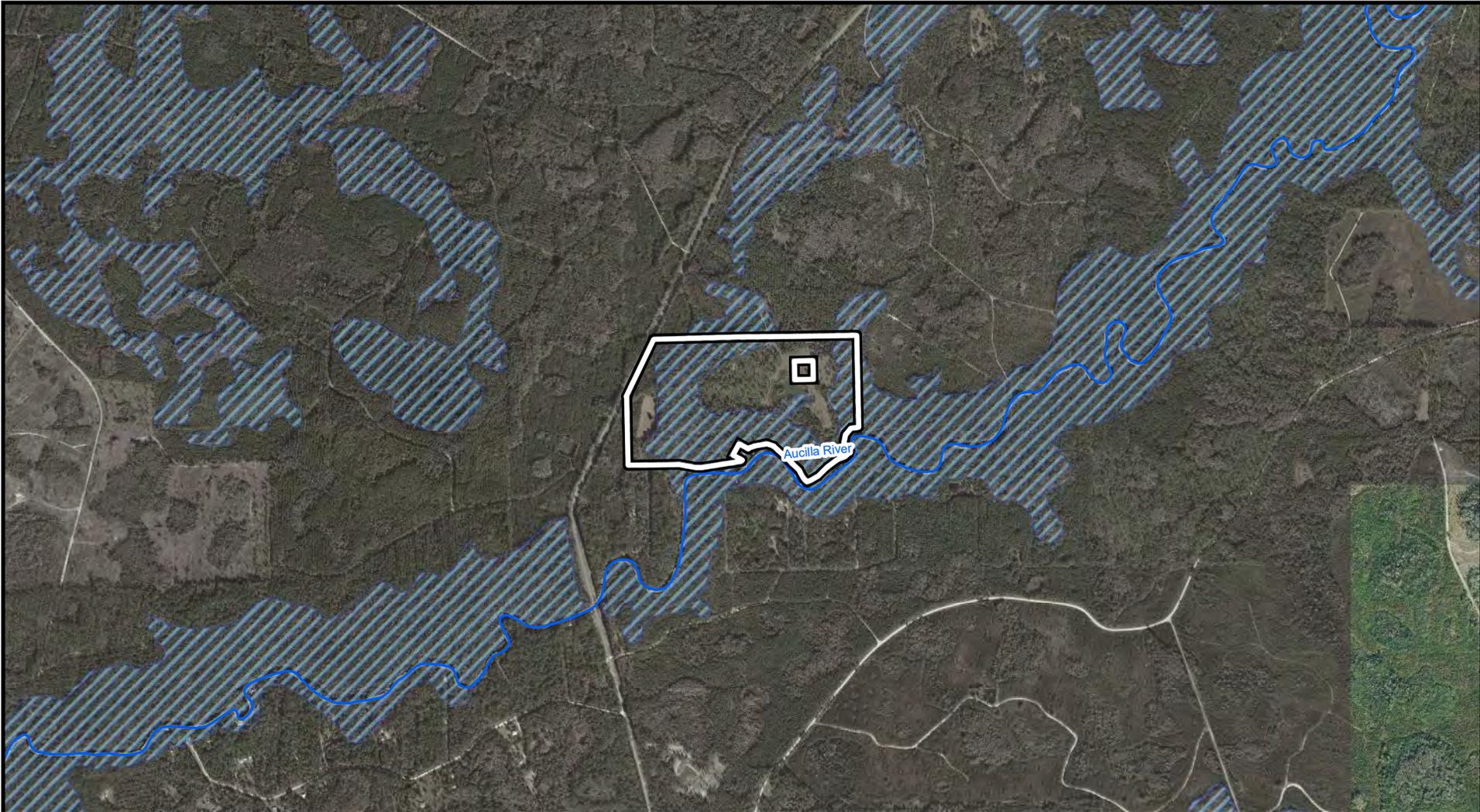


Secondary

**Walker Springs CE
± 84.32 Ac
Jefferson County**

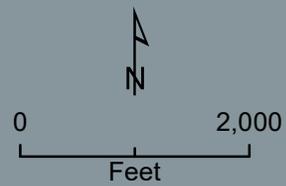


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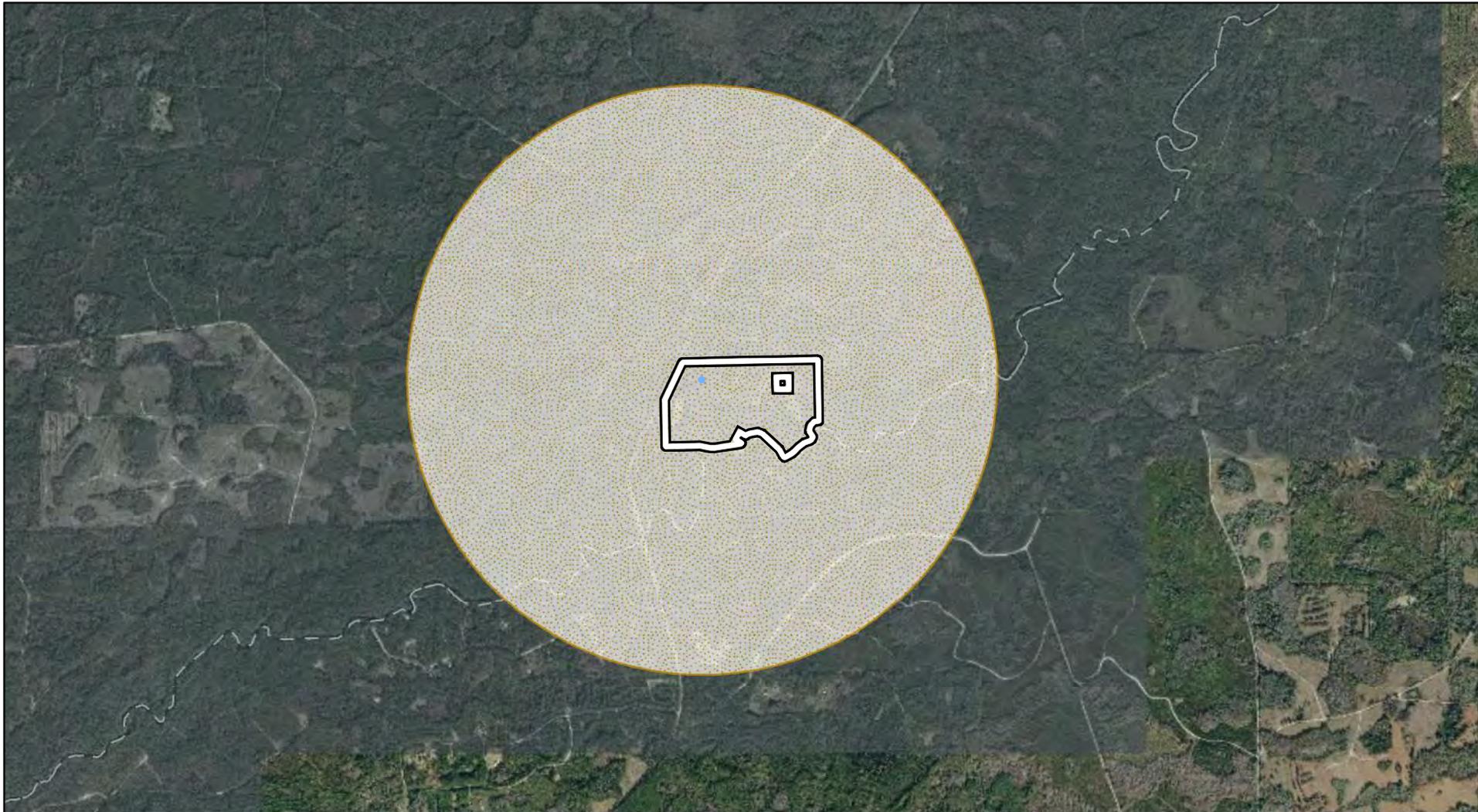


-  Property Boundary
-  Surface Waters (Riverine)
- SRWMD Major Rivers
-  Priority 1
-  Priority 2
-  Other

Walker Springs CE Property Offer Surface Water Protection

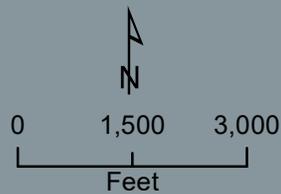


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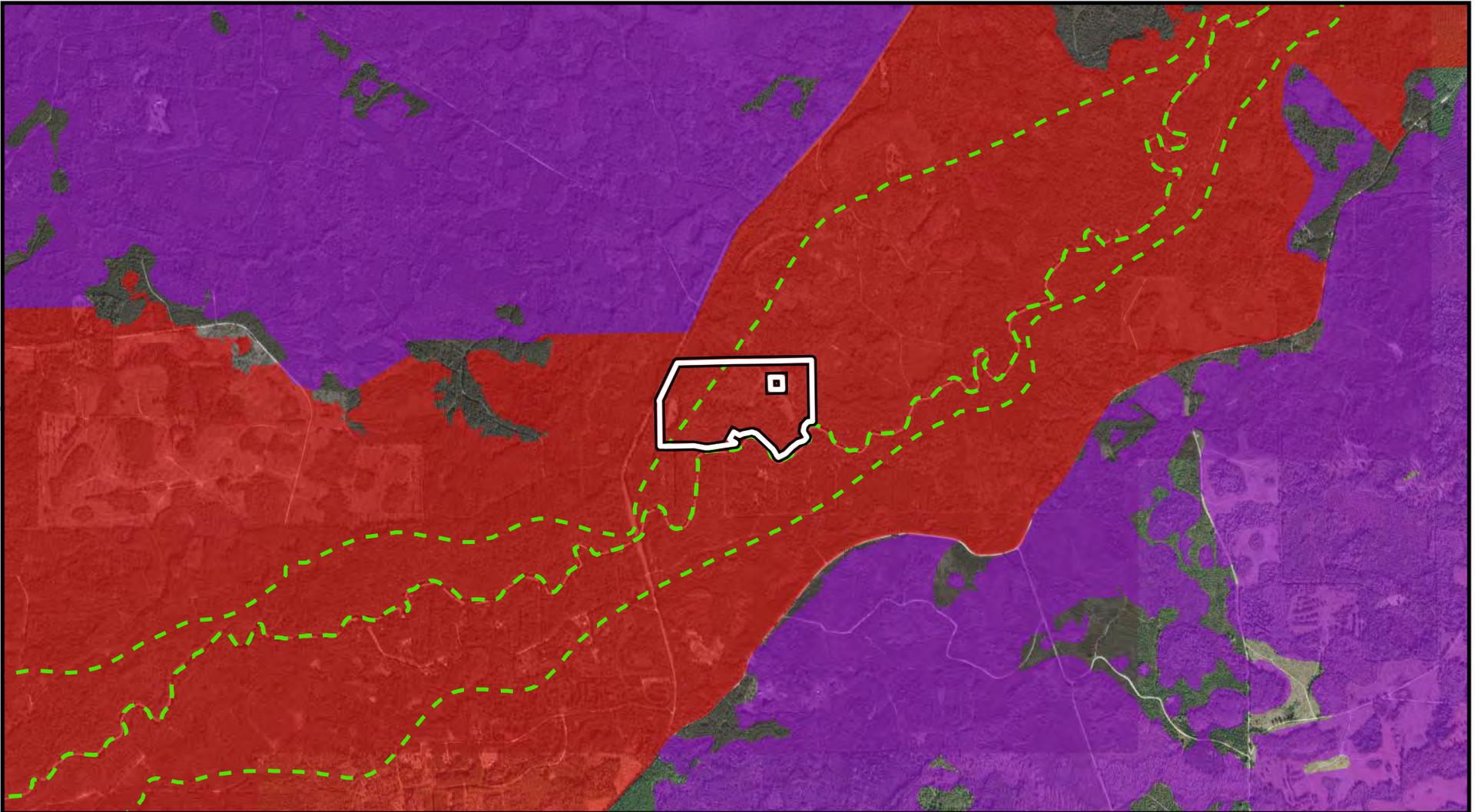


**Walker Springs CE
Property Offer
Springs Protection**

-  Property Boundary
-  Springs Protection

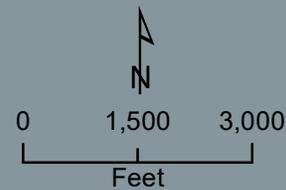


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Walker Springs CE Property Offer Floodplain Protection

-  Property Boundary
-  10 Year Floodplain
-  Floodway
- 100 Year Floodplain**
-  Zone A
-  Zone AE



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MEMORANDUM

TO: Lands Committee

FROM: Stephen Schroeder, Business and Community Services Manager

THRU: Steve Minnis, Deputy Executive Director, Business and Community Services

DATE: August 26, 2019

RE: Approval of Staff Recommendation to Accept the Proposed Amendment to the Carter Estate, Tract 2 Conservation Easement in Columbia County

RECOMMENDATION

Staff requests the Lands Committee recommend to the Governing Board that the District approve the amendment to the Carter Estate, Tract 2 Conservation Easement in Columbia County to authorize construction of an access road.

The District currently owns a conservation easement in Columbia County identified as Carter Estate, Tract 2 consisting of approximately 575 acres. The terms of the easement permit the fee owner to conduct timber operations on a large portion of the property. The timber rights have been, and continue to be, leased to a third party and access has previously been provided through the adjacent parcel to the South. Because the owner of the parcel to the South intends to not renew the timber lease, access through that parcel will be eliminated. Access through the existing northern lumber road has been deemed unsafe due to its position on a curve on US 441.

The fee owners of the Carter Estate, Tract 2 approached the District seeking to add an access road onto the property in an area roughly depicted on the attached aerial maps. The construction of the access road will be done in accordance with standards established by the District and the conservation easement will be amended to reflect the restrictions on the road's construction, maintenance and use. The proposed road will consist of approximately 1.1 acres. In exchange, the fee owner has offered to include additional protected areas consisting of approximately 3.5 acres. The fee owner has agreed to absorb all costs associated with the amendment.

Staff reviewed the proposed amendment and finds that it would enhance District conservation efforts, that the road would have minimal impact on the protected portions of the property and that the amendment would not adversely impact the purpose of the conservation easement. Staff is recommending approval of the amendment.

SCS/rl
File #00-034
Attachments

I hereby agree to the tentative protected area (3.5 acres) for road access (1.1 acres) exchange acreages as depicted on the attached map. I acknowledge that these areas were interpreted aerially, and may be modified upon ground-truthing.

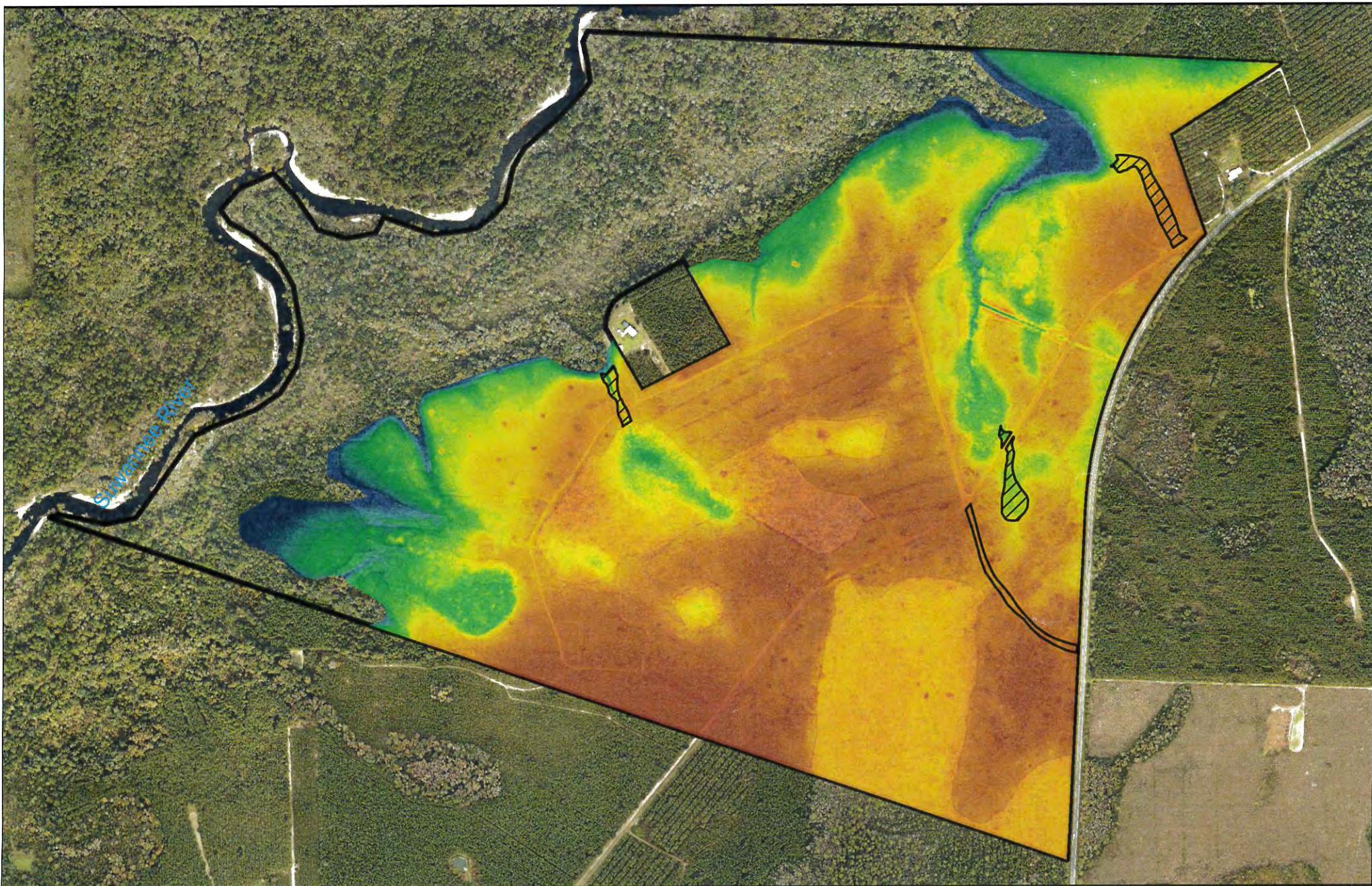


-  Proposed Road (1.1 ac)
-  Proposed Protected Area Additions (3.5 ac)
-  FOREST OPERATIONS
-  PROTECTED AREA
-  ROADS
-  SPECIAL USE AREA

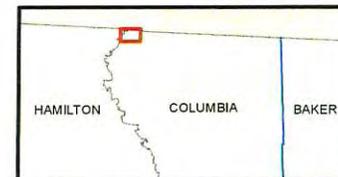


**Carter Estate - Conservation Easement
 Proposed Amendment
 "Tract 2" - David Hinson
 Columbia County - 575 acres**





**Carter Estate - Conservation Easement
"Tract 2" - David Hinson
Columbia County - 575 acres**



July 26, 2019

RE: Carter Estate – Conservation Easement “Tract 2” Columbia County – 575 acres

Dear Mr. Sims.

Per our previous conversation, we are requesting a minor modification to the terms of the Conservation Easement to allow a timber road connection from the existing timber road to the straight part of U.S. 441 as shown on the attached map to allow the timber lease holder to continue its timber management on the property.

For background, PCA currently holds a timber lease over my property and the adjacent property to the south of me. That lease (over both parcels) expires within the next 18 months. They have been accessing my property through the adjacent property for their timber harvesting and timber management operations as there is not currently a timber access road that allows safe access to U.S. Highway 441 from my property.

The adjacent property owner has elected not to renew the PCA lease for his property, so PCA will no longer be able to access my property to manage and harvest the timber. I would like to renew the PCA lease on my property as they have been a good steward of the property and I would like them to continue that.

If I do not renew the lease, PCA will harvest all of the timber within the remainder of their lease period. This will result in a major clear cutting of all of the timber at one time instead of rotational harvesting on a periodic basis.

The current lease does not contain a requirement to replant. I do not have the equipment, resources, or expertise to replant and manage the timber myself. PCA has agreed to replant and continue their management of the timber if we can renew the lease, however, PCA will not renew the lease unless they can obtain a safe access to U.S. 441. They are willing to construct the access connection being requested.

The lease allows the owner to manage the property for timber. Without safe access to U.S. Highway 441 for timber harvest and management equipment, the timber management cannot continue.

Mutual benefits to allowing this connection include:

- Continued rotational harvesting of timber instead clear cutting all ages of timber at one time, allowing a diversity of tree ages which, in turn, allows a diversity of wildlife habitat.
- Replanting of harvested areas with best management practices (if lease renewed) vs clear cutting all of the timber at one time with no replanting and no management, which increases the opportunity for soil erosion from the timbered Forest Operations areas into the Protected Areas.
- Controlled burns, fire break maintenance, disease control, and road maintenance of the Forest Operations areas by PCA also benefits the Protected Areas as they are located within or adjacent to the Forest Operations areas.

Therefore, we respectfully request that this access connection be allowed.

Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "David L. Hinson". The signature is written in a cursive style with a large initial "D".

David L. Hinson

FOREST OPERATIONS
PROTECTED AREA
SPECIAL USE AREA



Carter Estate - Conservation Easement
"Tract 2" - David Hinson
Columbia County - 575 acres

