

LANDS COMMITTEE MEETING AGENDA  
OPEN TO THE PUBLIC

October 11, 2019  
Following Board Workshop

City Hall  
Cedar Key, Florida

1. Call to Order / Committee Roll Call
2. Public Comment  
Land Acquisition / Property Offers
3. Steinhatchee North / RO Ranch Exchange, Lafayette County
4. Drufner Property, Hamilton County
5. Quail Heights Property, Columbia County  
Surplus Lands
6. Forest Woodlands, Gilchrist County  
General Discussion / Updates
7. North Florida Land Trust Agreement  
Conservation Easement Modification Requests - None
8. Announcements
9. 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, Office of Administration Chief

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

DATE: September 26, 2019

RE: Authorization to Commence with Detailed Assessment and Begin Negotiations with Mcb Pinehatchee, LP, for a Potential Property Exchange for RO Ranch Surplused Tracts in Lafayette County

RECOMMENDATION

**Staff requests the Lands Committee recommend to the Governing Board that District staff commence with detailed assessment and begin negotiations for the exchange of a 2,950 acre +/- parcel of real property located in Lafayette County including the potential exchange for all or part of the declared surplused RO Ranch tracts.**

BACKGROUND

The District received an offer to purchase a parcel of real property located in Lafayette County consisting of 2,950 +/- acres. During discussions regarding the offer, the offeror discussed and has expressed an interest in including an exchange for certain surplus parcels of the District, specifically RO Ranch West and RO Ranch East in Lafayette County which comprise 1,277 acres +/-.

The parcel offered for sale or exchange was reviewed by the District staff and was determined to meet the needs of the District. The parcel is adjacent to the Steinhatchee North tract currently owned by the District. The parcel being offered is within a major river (Steinhatchee) surface water protection area, includes 2,336 acres +/- of riverine surface waters, and contains 1,627 acres +/- within the floodplain. The parcel would enhance protection of the Steinhatchee River.

RO Ranch, East and West were purchased by the District on July 27, 2006 using Florida Forever funds. The parcels were declared surplus to the needs of the District on August 11, 2015.

The offeror has expressed an interest exploring an exchange of parcels with the value of each to be determined by appraisals. District staff will consider the requirements for a conservation easement or deed restrictions prior to presenting the final proposal to the Governing Board for approval.

Staff requests that the Land Committee recommend to the Governing Board that staff proceed with detailed assessment and begin negotiations for the exchange.

The property offer and maps of the parcels are attached.

SCS/rl  
Attachments

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
PROPERTY OFFER APPLICATION**

9225 CR 49, Live Oak, FL 32060

(386)362.1001

E-Mail: acquisitions@srwmd.org

Rule 40B-9.041(1), Florida Administrative Code, requires specific information to initiate the acquisition process.

**Applicant Information**

Name: McB Pinehatchee, LP

Address: 2393 H.G. Mosley Parkway Bldg. #2, Ste. 101 City: Longview State TX Zip: 75604

Phone: 903 826 1466 E-Mail: dh@mcbhiniv.com

Applicant Signature: [Signature] - for McB Pinehatchee Date: 8/27/2019

**Owner of Record** (Owner is Applicant yes  no )

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

Owner's Authorization: This is to advise the individual named above as applicant is the Authorized Representative of the owner(s) of the property described below. This authorization is for any communication and negotiations concerning conveyance of the property to the Suwannee River Water Management District.

Owner Signature: [Signature] - for McB Pinehatchee Date: 8/27/19  
Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Property/Project Information**

Asking Price (Fee): \$1,950/acre (Conservation Easement) : None

General Location (address, intersection, etc.) \_\_\_\_\_

Acreage: 2,950 acres County: Lafayette

Tax Parcel Number(s): \_\_\_\_\_

Legal Description: Property map is attached

Improvements: Woods roads and gated entrances

In addition, please provide an aerial, survey, or map identifying property boundaries and a copy of the Deed.

**Title Condition** (Deed restrictions, easements, mineral interest, rights held by others, etc.)

Current owner title policy is available  
\_\_\_\_\_  
\_\_\_\_\_

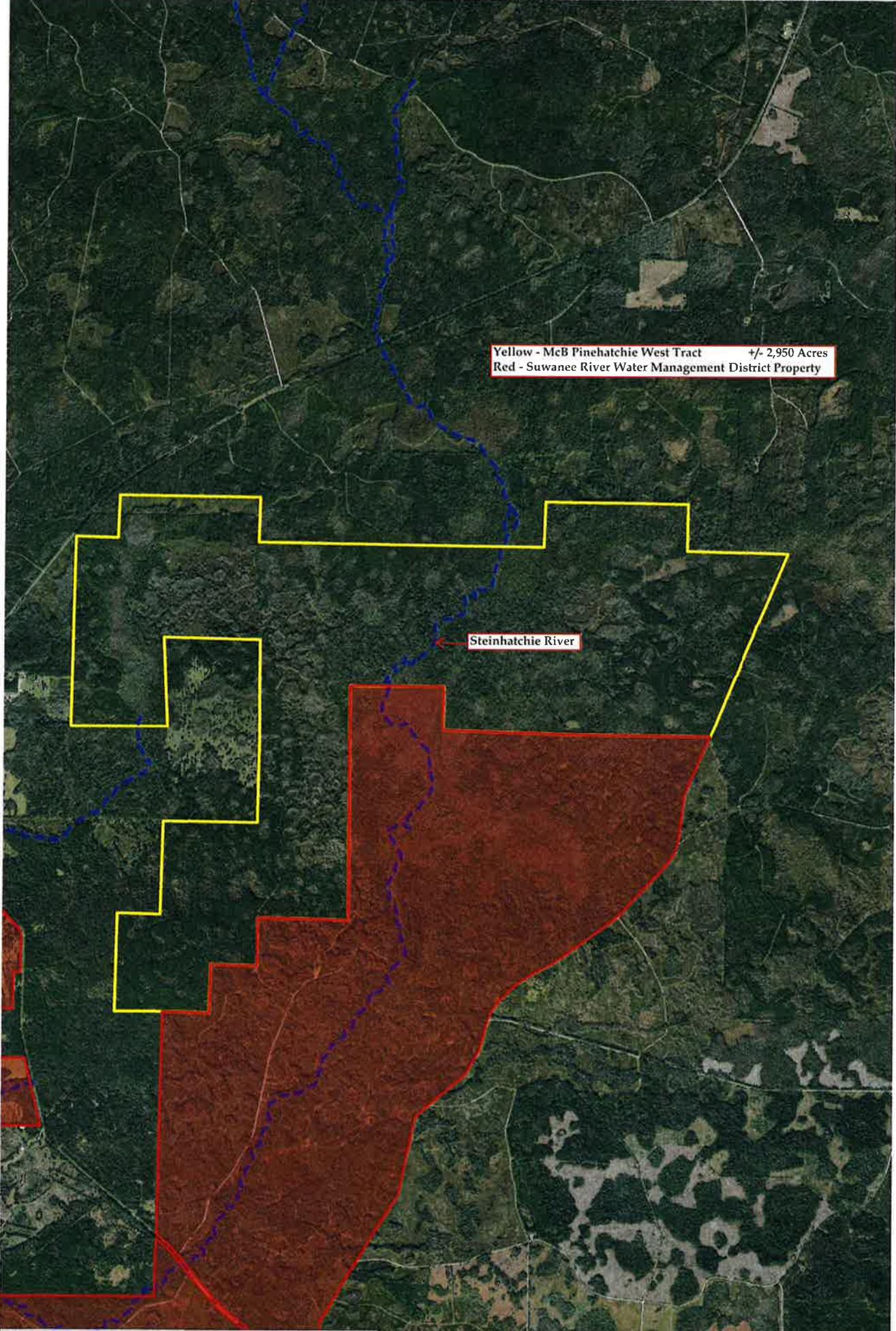
**Agreements** (Identify any existing purchase agreement, option contract, listing agreement, or any other arrangement or agreement.)

No existing listing agreement or contract  
\_\_\_\_\_  
\_\_\_\_\_

**Other Pertinent Information** (Please provide any other information that may be helpful in evaluating the request.)

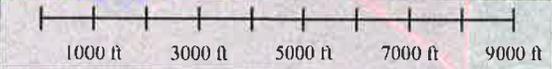
\_\_\_\_\_  
\_\_\_\_\_

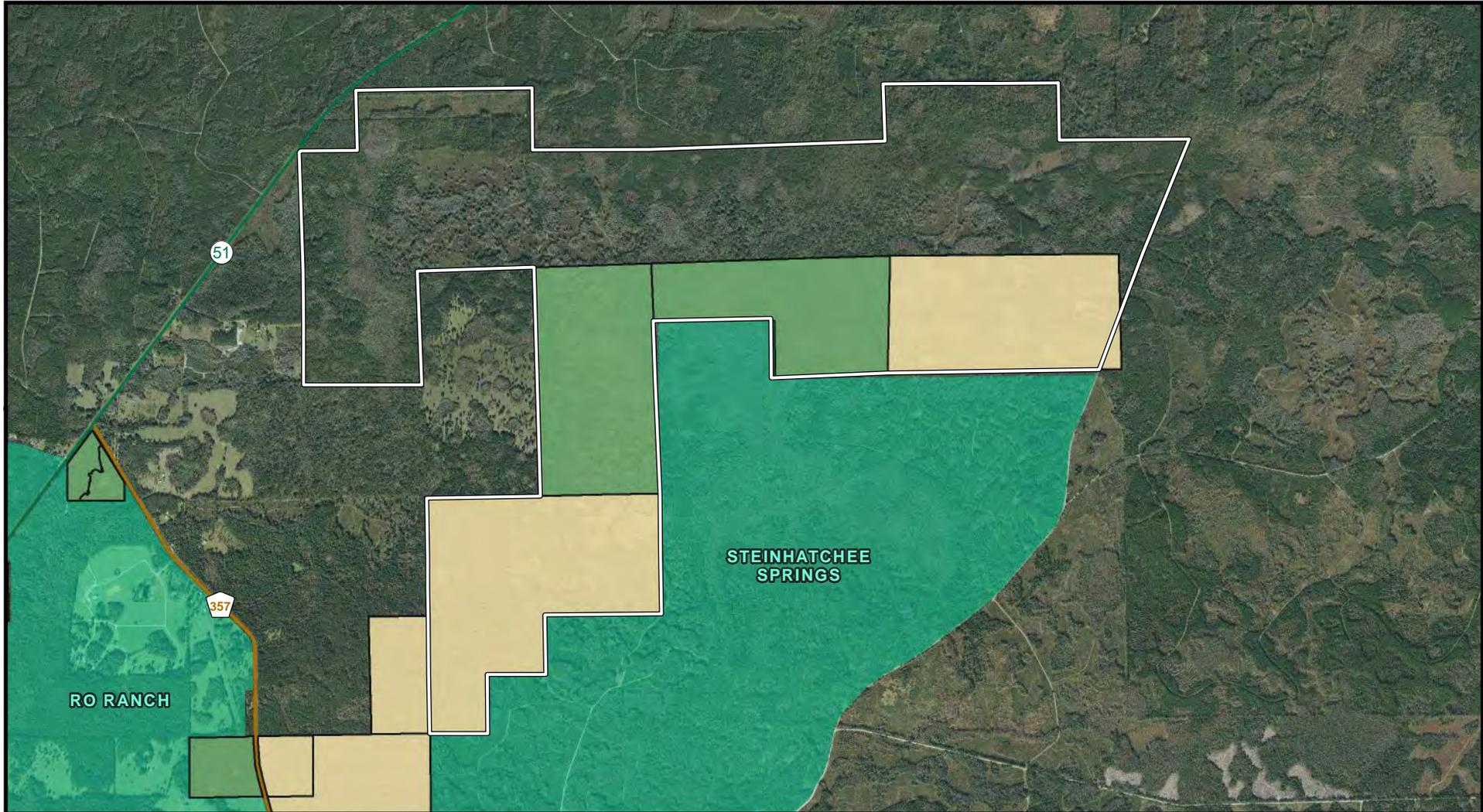




Yellow - McB Pinehatchie West Tract +/- 2,950 Acres  
Red - Suwanee River Water Management District Property

Steinhatchie River



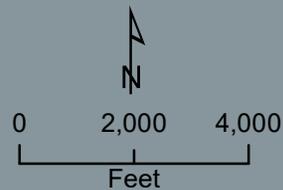


-  Property Boundary
-  SRWMD Ownership
-  Other Public Ownership
-  SRWMD Proposed Acquisitions

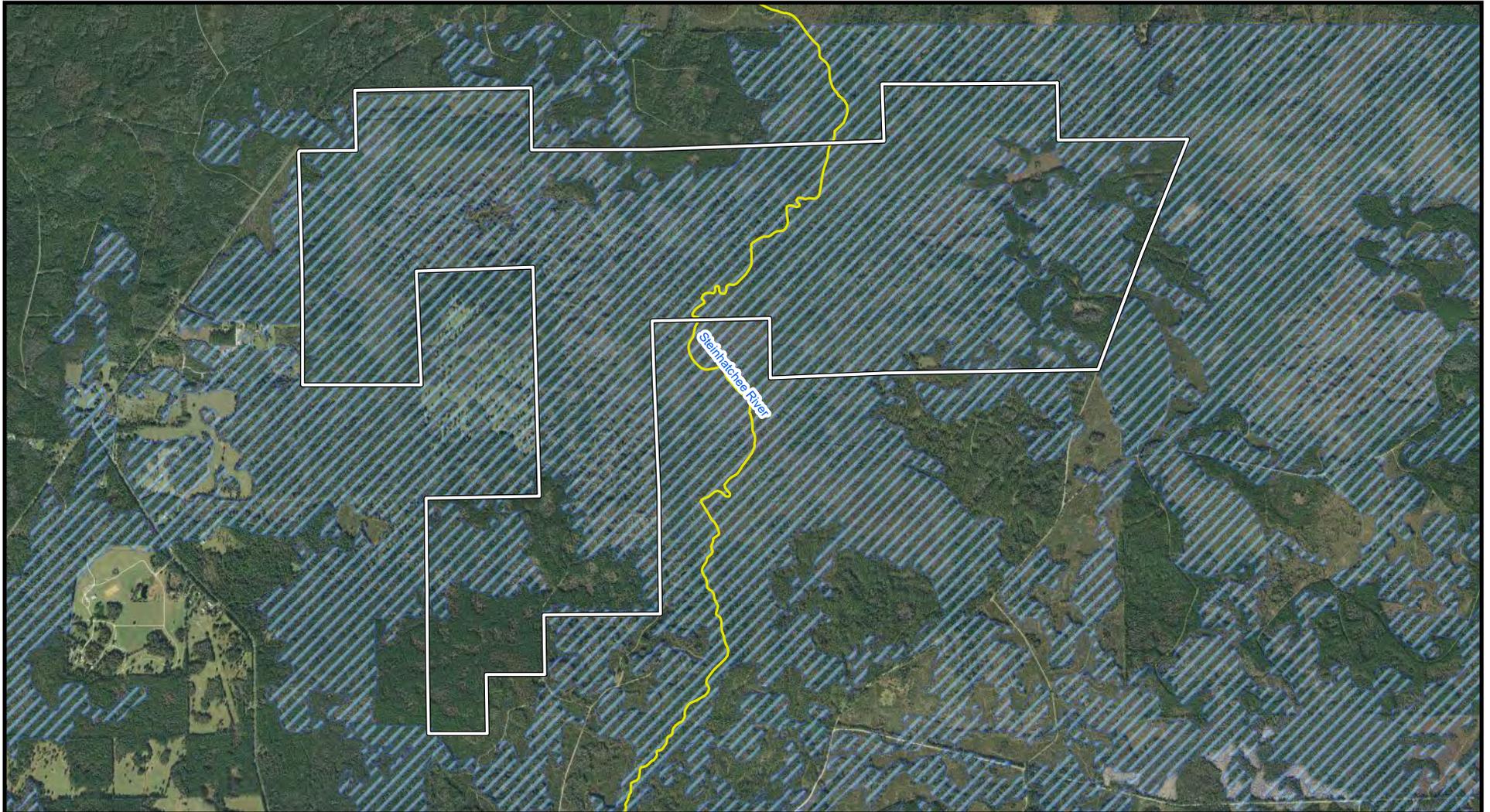
**Adjacent Parcels Ranking**

-  Primary
-  Secondary

**Steinhatcree North  
± 2,950 Ac  
Lafayette County**

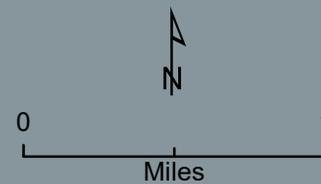


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 9/16/2019

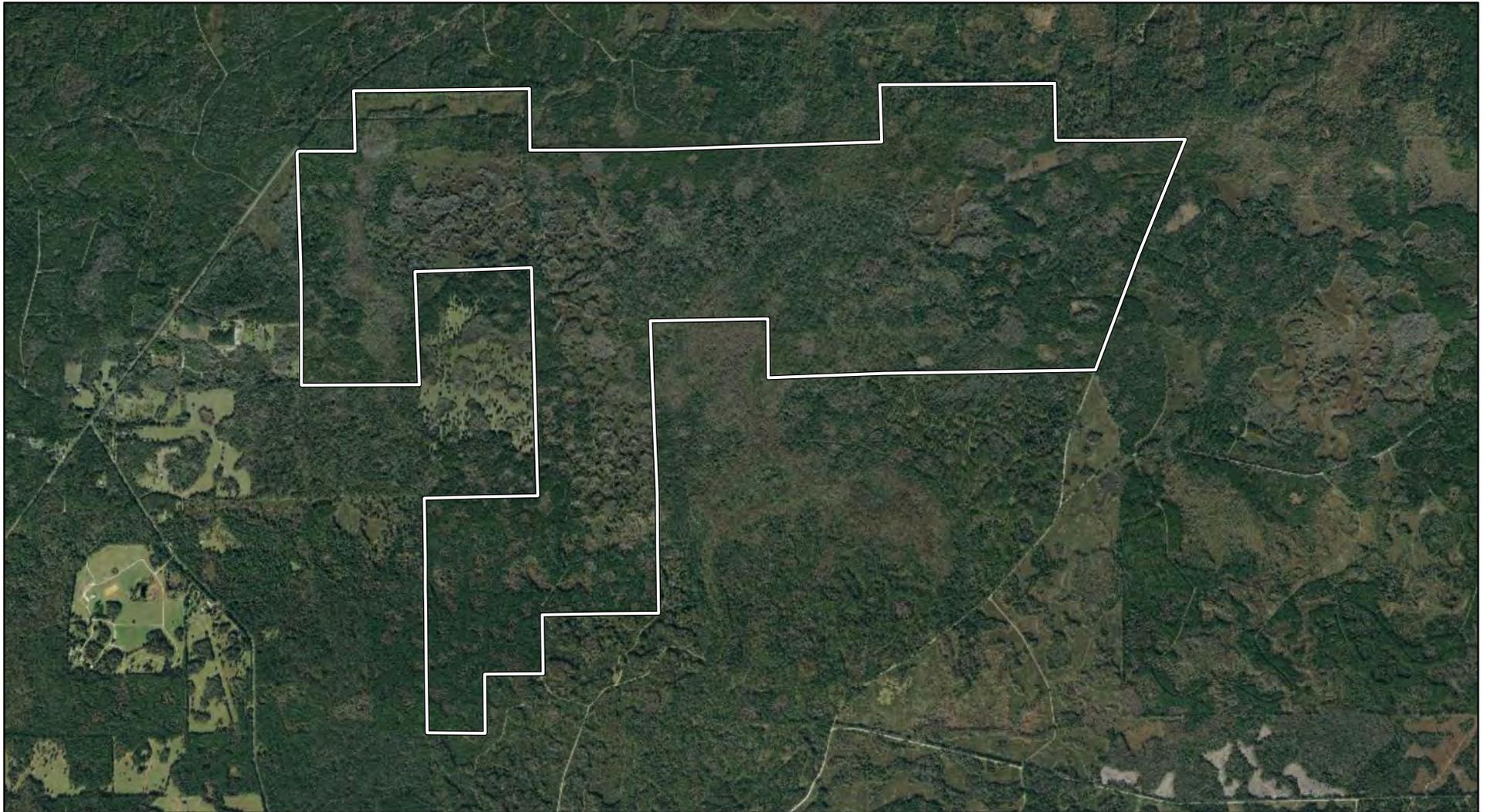


-  Property Boundary
-  Surface Waters (Riverine)
- SRWMD Major Rivers**
-  Priority 1
-  Priority 2
-  Other

### Steinhatchee North Property Offer Surface Water Protection

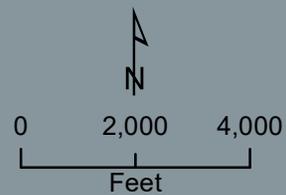


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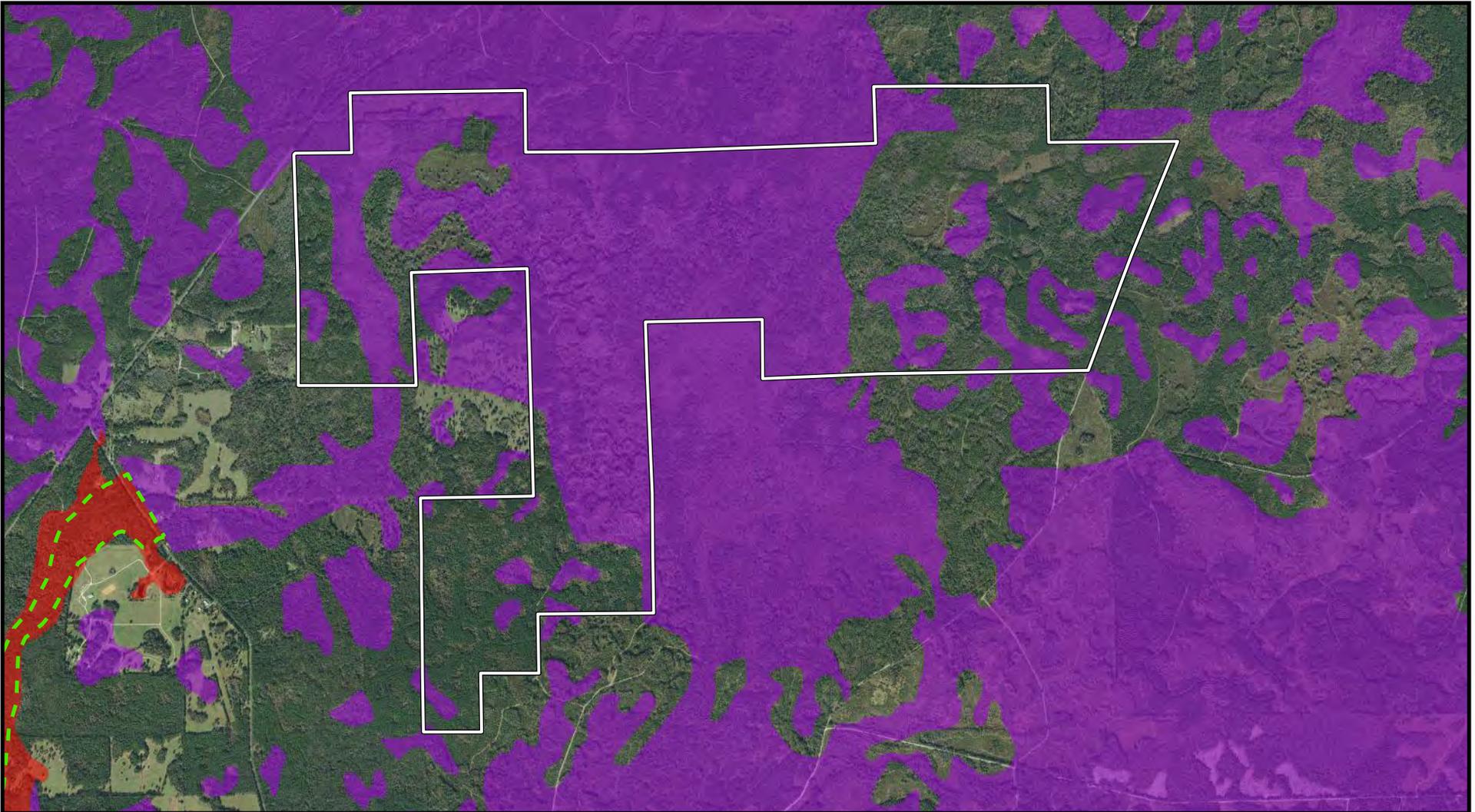


**Property Name  
Property Offer  
Springs Protection**

-  Property Boundary
-  Springs Protection

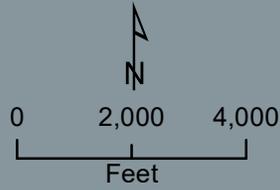
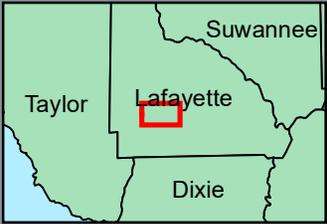


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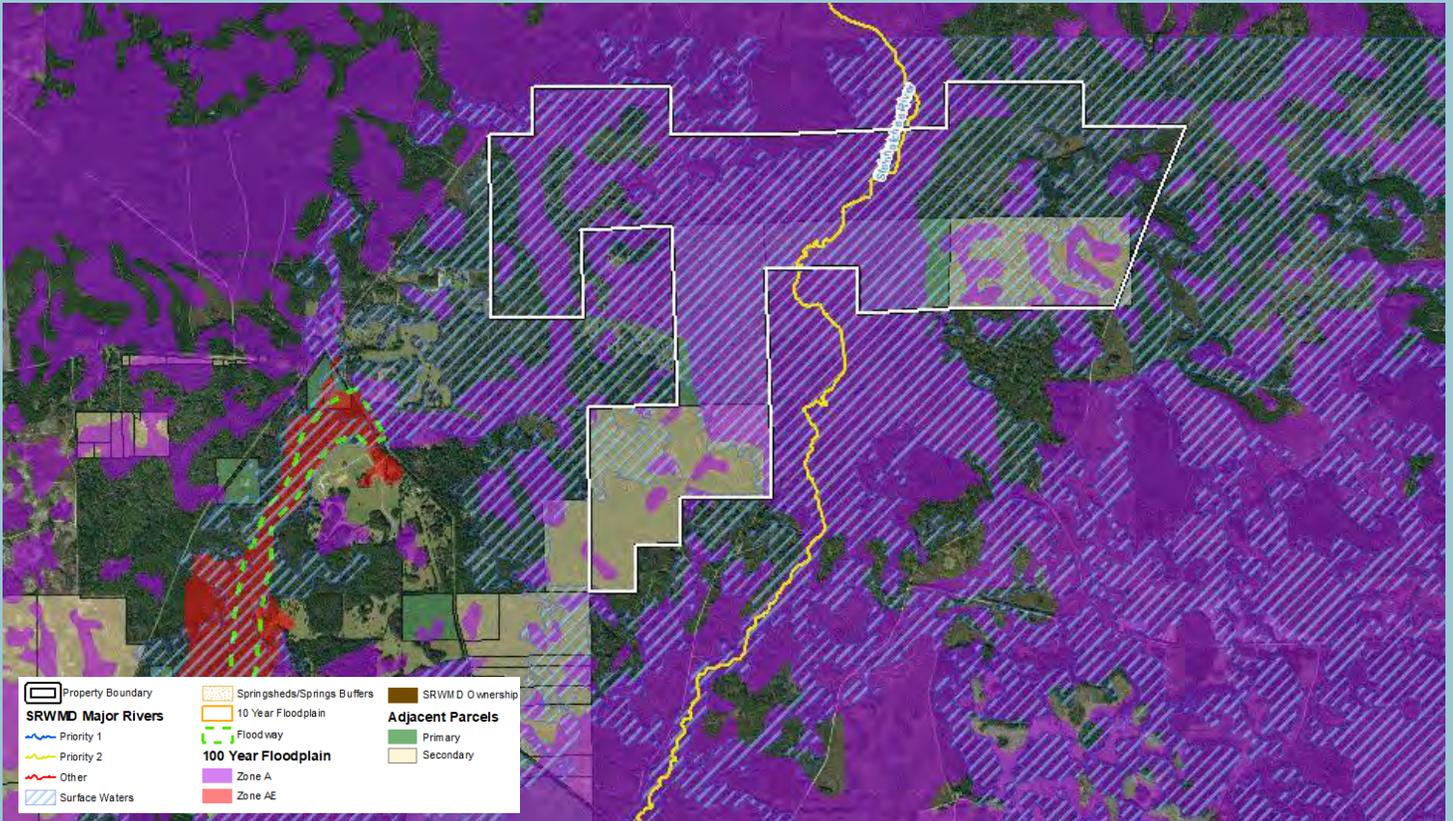
### Steinhatree North Property Offer Floodplain Protection

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



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# Suwannee River Water Management District Triage Analysis Results



Property Name: Steinhatree North

Date:

Acreage: 2,950

County: Lafayette

Transaction Type: Exchange

## Surface Water Protection-

Major River? (Y) [Steinhatree - Priority 2]

Riverine Surface Waters? (Y) [± 2336 ac]

## Springs Protection -

Within Springshed or springs buffers? (N)

## Adjacency

(Y) [Priority 1 & 2 Mixed]

## Flood Protection-

Floodway? (N)

10 Year Floodplain? (N/A)

100 Year Floodplain? (Y) [± 1,627 ac]

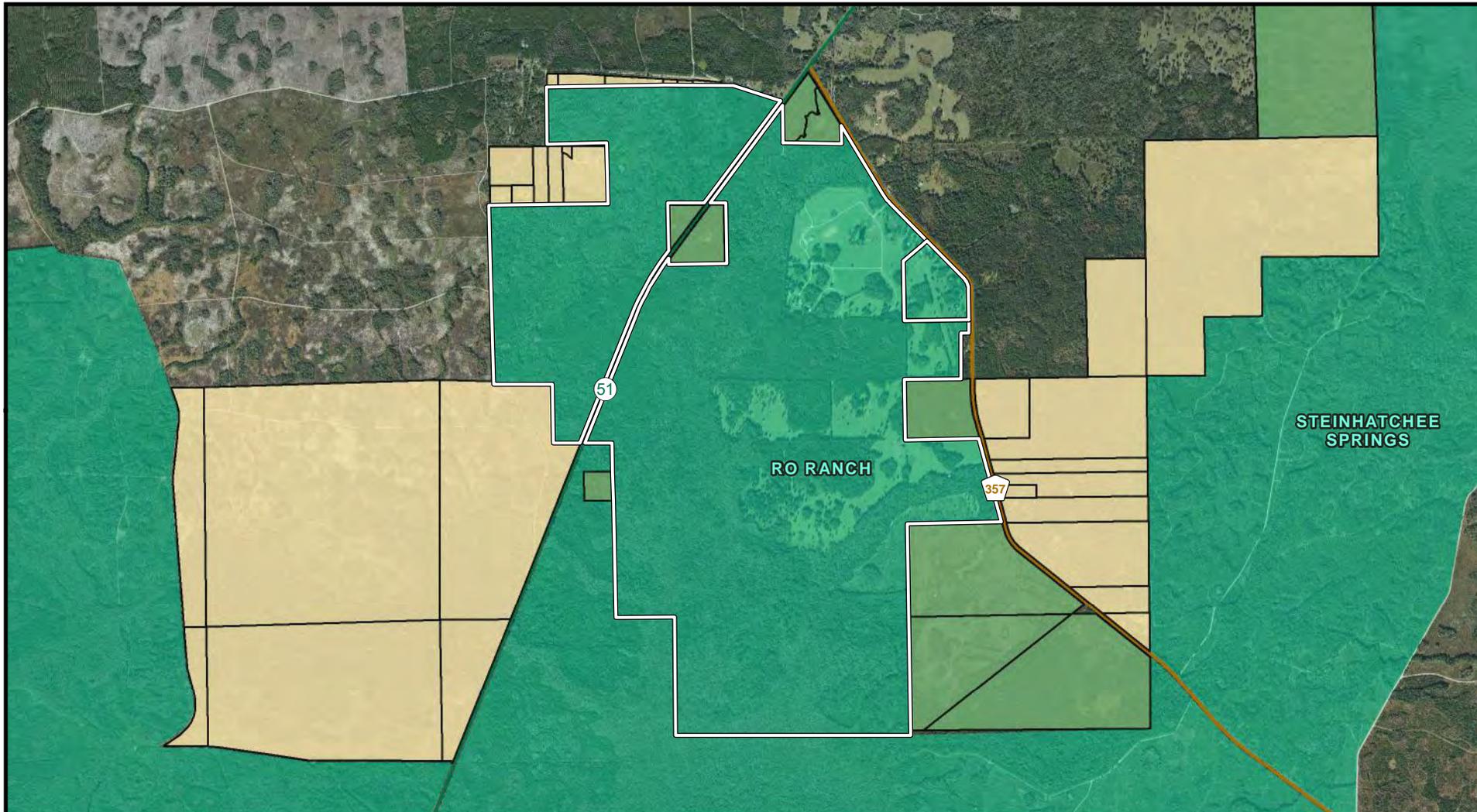
## Miscellaneous:

PFA? (N)

WRCA? (N)

BMAP? (N)



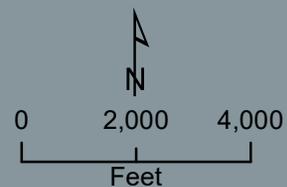


-  Property Boundary
-  SRWMD Ownership
-  Other Public Ownership
-  SRWMD Proposed Acquisitions

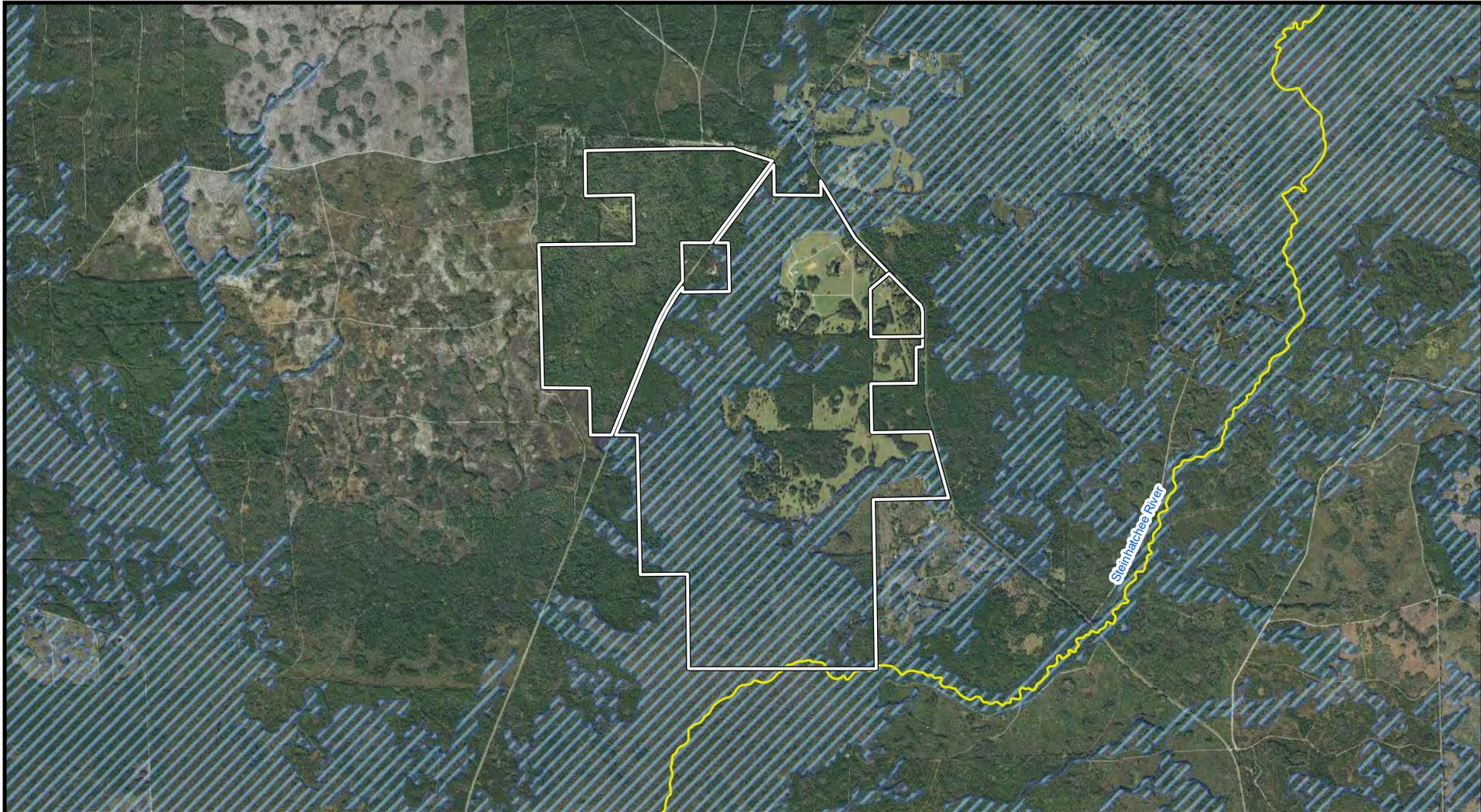
**Adjacent Parcels Ranking**

-  Primary
-  Secondary

**RO Ranch  
± 2485 Ac  
Lafayette County**

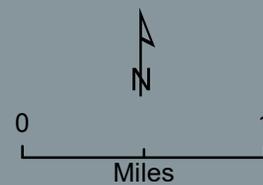


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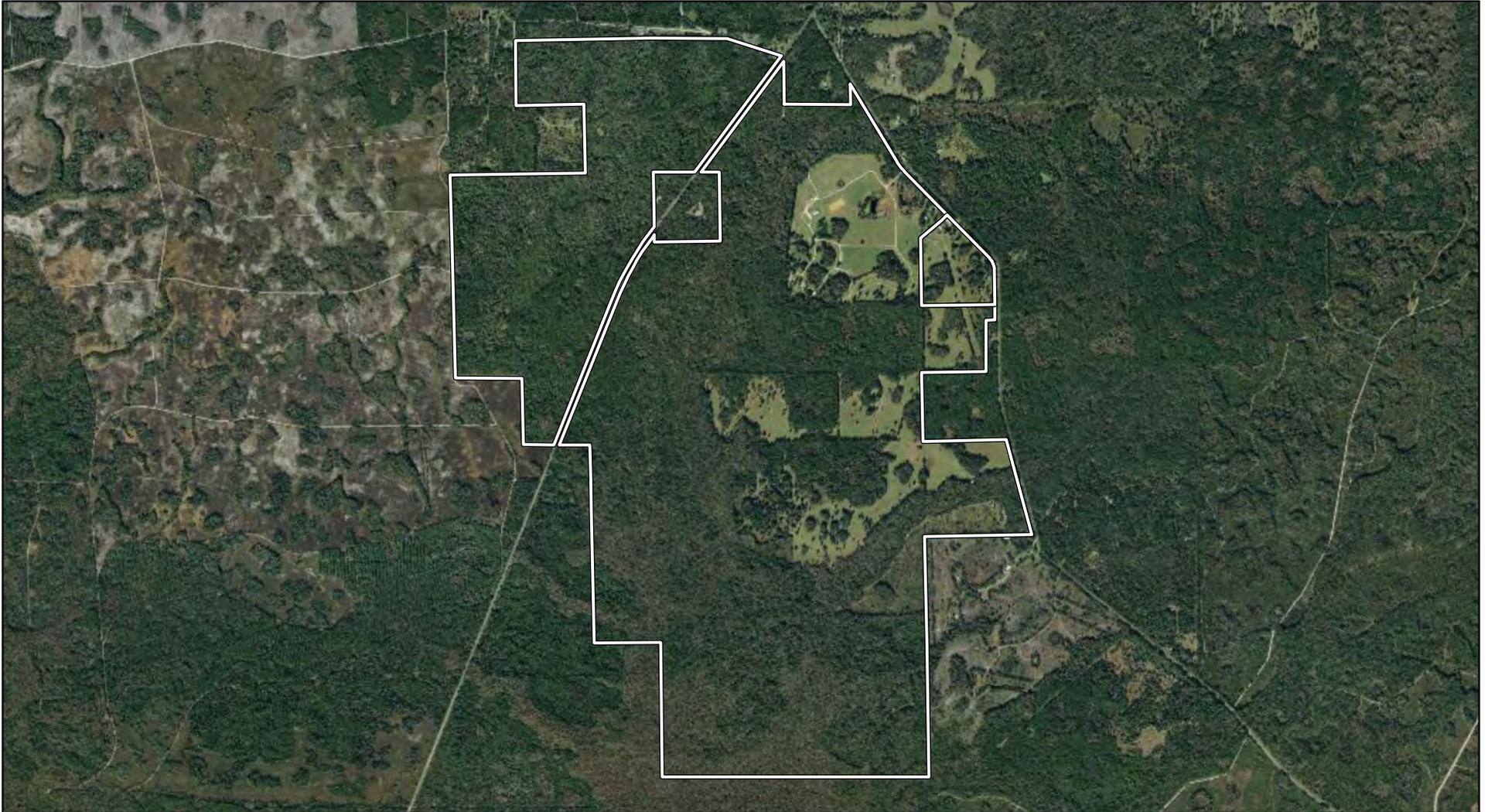


-  Property Boundary
-  Surface Waters (Riverine)
- SRWMD Major Rivers**
-  Priority 1
-  Priority 2
-  Other

**RO Ranch  
Property Offer  
Surface Water Protection**

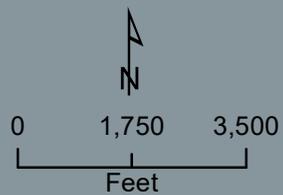


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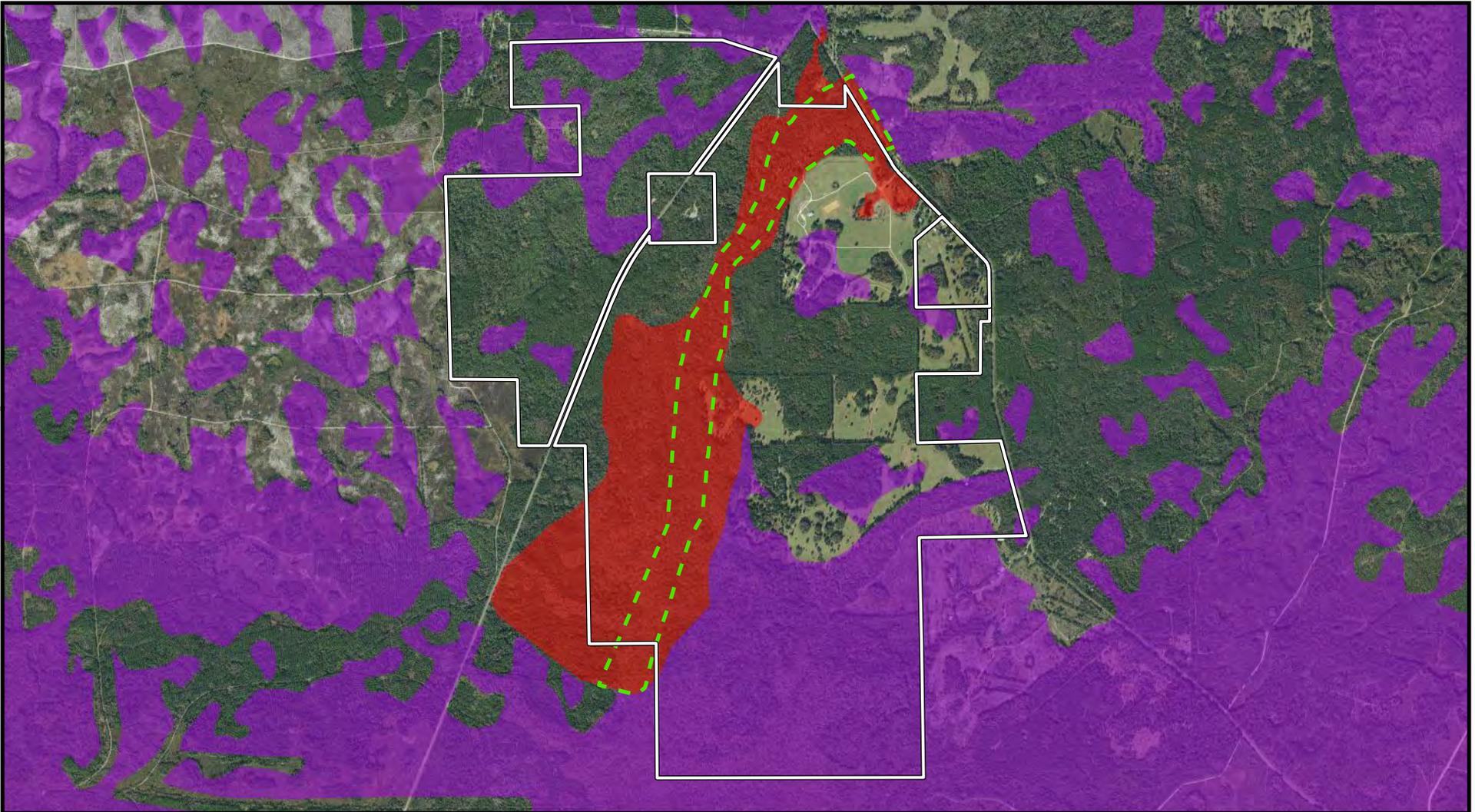


**RO Ranch  
Property Offer  
Springs Protection**

-  Property Boundary
-  Springs Protection

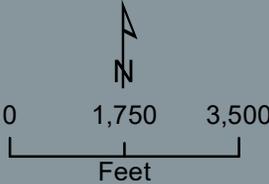


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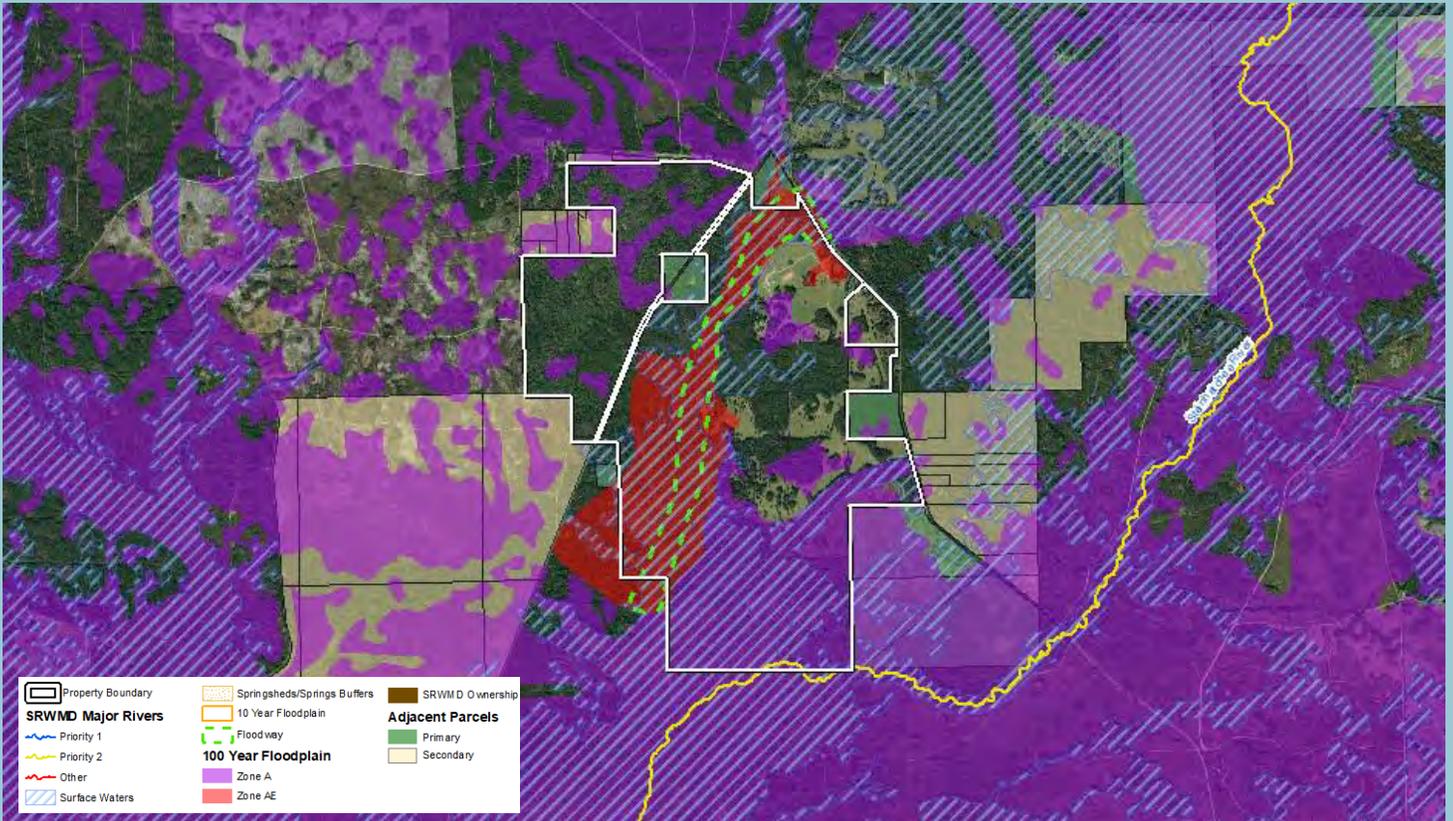
### RO Ranch Property Offer Floodplain Protection

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



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# Suwannee River Water Management District Triage Analysis Results



Property Name: RO Ranch

Acreage: ± 2485

Transaction Type: Exchange

Date: 10/10/19

County: Lafayette

## Surface Water Protection-

Major River? (Y) [Steinhatchee - Priority 2]

Riverine Surface Waters? (Y) [± 998 ac]

## Springs Protection -

Within Springshed or springs buffers?  
(N)

Adjacency  
(N)

## Flood Protection-

Floodway? (Y) [± 181 ac]

10 Year Floodplain? (N/A)

100 Year Floodplain? (Y) [± 1335 ac]

## Miscellaneous:

PFA? (N)

WRCA? (N)

BMAP? (N)



## MEMORANDUM

TO: Lands Committee

FROM: Stephen Schroeder, Office of Administration Chief

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

DATE: September 26, 2019

RE: Approval of Staff Recommendation to Commence with Detailed Assessment and Begin Negotiations for the Purchase of Real Property in Hamilton County

### RECOMMENDATION

**Staff requests the Lands Committee recommend to the Governing Board that the District staff commence a detailed assessment and begin negotiations with Jean Turner Drufner for the purchase of a 10 acre +/- parcel of real property in Hamilton County.**

### BACKGROUND

The District received an offer to purchase a 10 acre +/- parcel of real property in Hamilton County on December 13, 2018 from the owner, Jean Turner Drufner. The offer did not contain an asking price and staff requested that the offeror provide an asking price and an appraisal. The offeror proposed a price of \$19,500 indicating it was negotiable. On July 31, 2019, an appraisal was received which appraised the value at \$25,000. The parcel is adjacent to the District owned Withlacoochee Hills tract.

Staff review found that the parcel would connect the District owned adjacent property to the river. The parcel fronts on the Withlacoochee River. The property is also located entirely within the floodplain protection area. Staff found that the purchase of the parcel will increase protection of the floodplain from future development and will increase protections for the river. The parcel currently has no legal means of access and current access is through District owned property. It is likely that should future develop occur on the property, the District would be burdened with granting an ingress/egress easement to the owners of the parcel.

Staff recommends that the Lands Committee recommend to the Governing Board that the District proceed with detailed assessment and initiate negotiations with for the purchase of the parcel.

The property offer, maps of the parcel, and excerpts of the appraisal are attached.

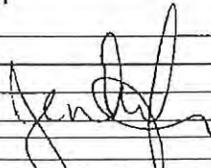
SCS/rl  
Attachments

Approved 3/4  
Awaiting  
Appraisal

## SUWANNEE RIVER WATER MANAGEMENT DISTRICT PROPERTY OFFER APPLICATION

9225 CR 49, Live Oak, FL 32060  
(386)362.1001  
E-Mail: acquisitions@srwmd.org

Rule 40B-9.041(1), Florida Administrative Code, requires specific information to initiate the acquisition process.

<b>Applicant Information</b>				
Name:	Jean Turner Drufer			
Address:	4704 Wilson Dr	City:	Metairie	
		State:	LA	
		Zip:	70003	
Phone:	504 458 1274	E-Mail:	jdrufer@travelers.com	
Applicant Signature:			Date:	12/13/18

<b>Owner of Record</b> (Owner is Applicant yes <input checked="" type="checkbox"/> no <input type="checkbox"/> )			
Name:	_____		
Address:	_____	City:	_____
		State:	_____
		Zip:	_____
Phone:	_____	E-Mail:	_____
Owner's Authorization: This is to advise the individual named above as applicant is the Authorized Representative of the owner(s) of the property described below. This authorization is for any communication and negotiations concerning conveyance of the property to the Suwannee River Water Management District.			
Owner Signature:	_____	Date:	_____
Owner Signature:	_____	Date:	_____

<b>Property/Project Information</b>	
Asking Price (Fee):	TBD (Conservation Easement) : _____
General Location (address, intersection, etc.) _____	
Acreage:	10 County: Hamilton
Tax Parcel Number(s):	5098-050
Legal Description: 3N 10E 3931 THAT PART OF GA FCT LOT 205 IN DB 25-540 ORB 234-337-338 ORB 793-344	
Improvements: none	
In addition, please provide an aerial, survey, or map identifying property boundaries and a copy of the Deed.	

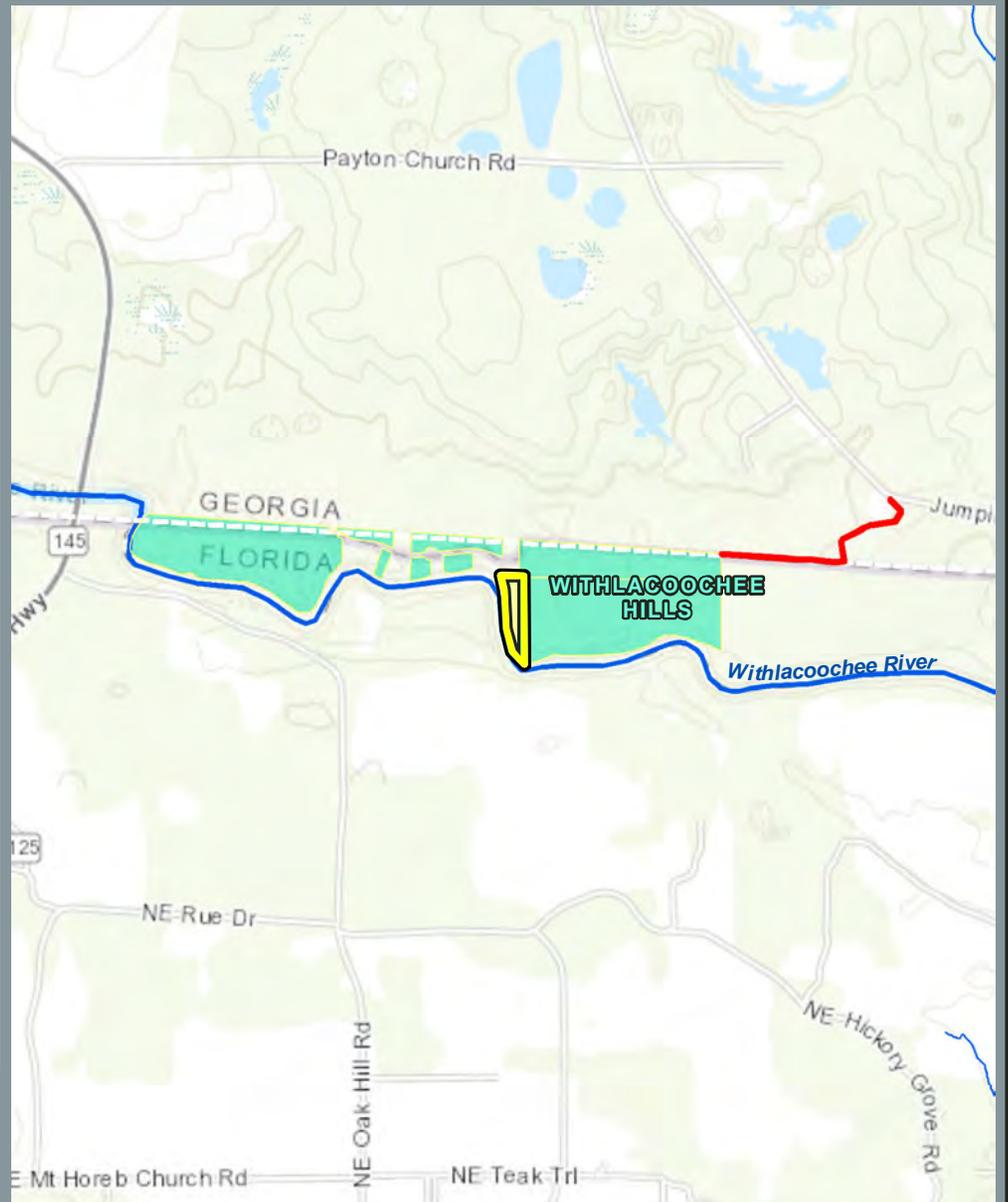
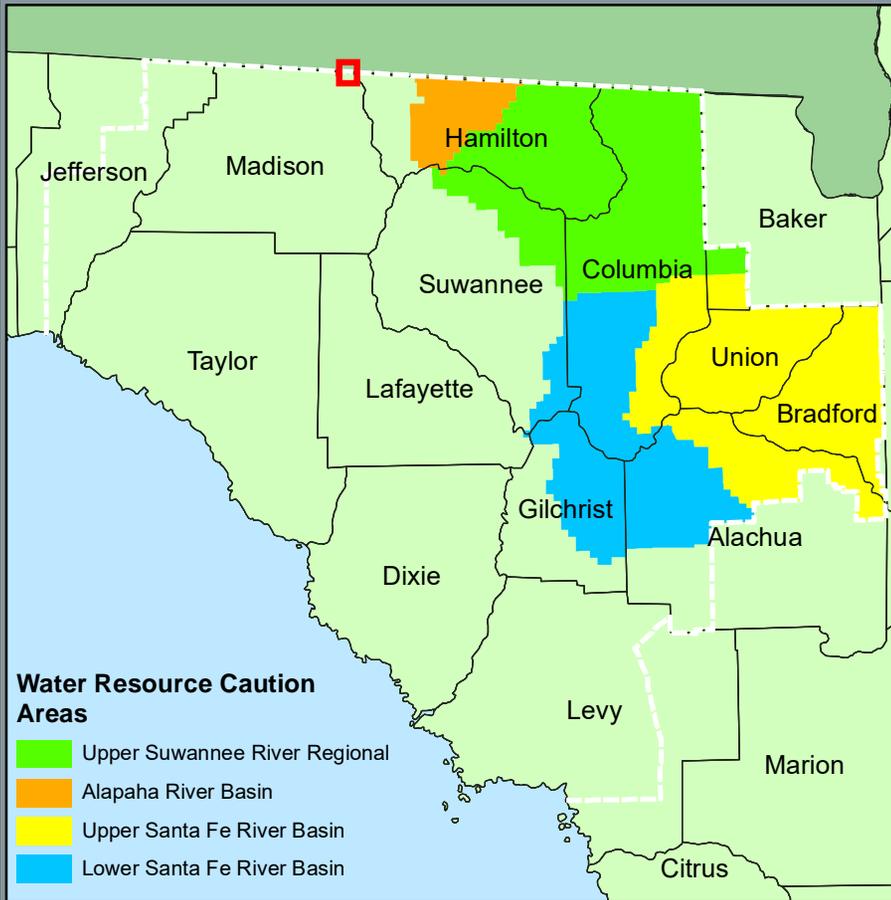
<b>Title Condition</b> (Deed restrictions, easements, mineral interest, rights held by others, etc.)
Currently have a hunting lease agreement

<b>Agreements</b> (Identify any existing purchase agreement, option contract, listing agreement, or any other arrangement or agreement.)
<b>Other Pertinent Information</b> (Please provide any other information that may be helpful in evaluating the request.)
Please let me know if you have the deed and I will locate it and send separately. I inherited this property.



Hold

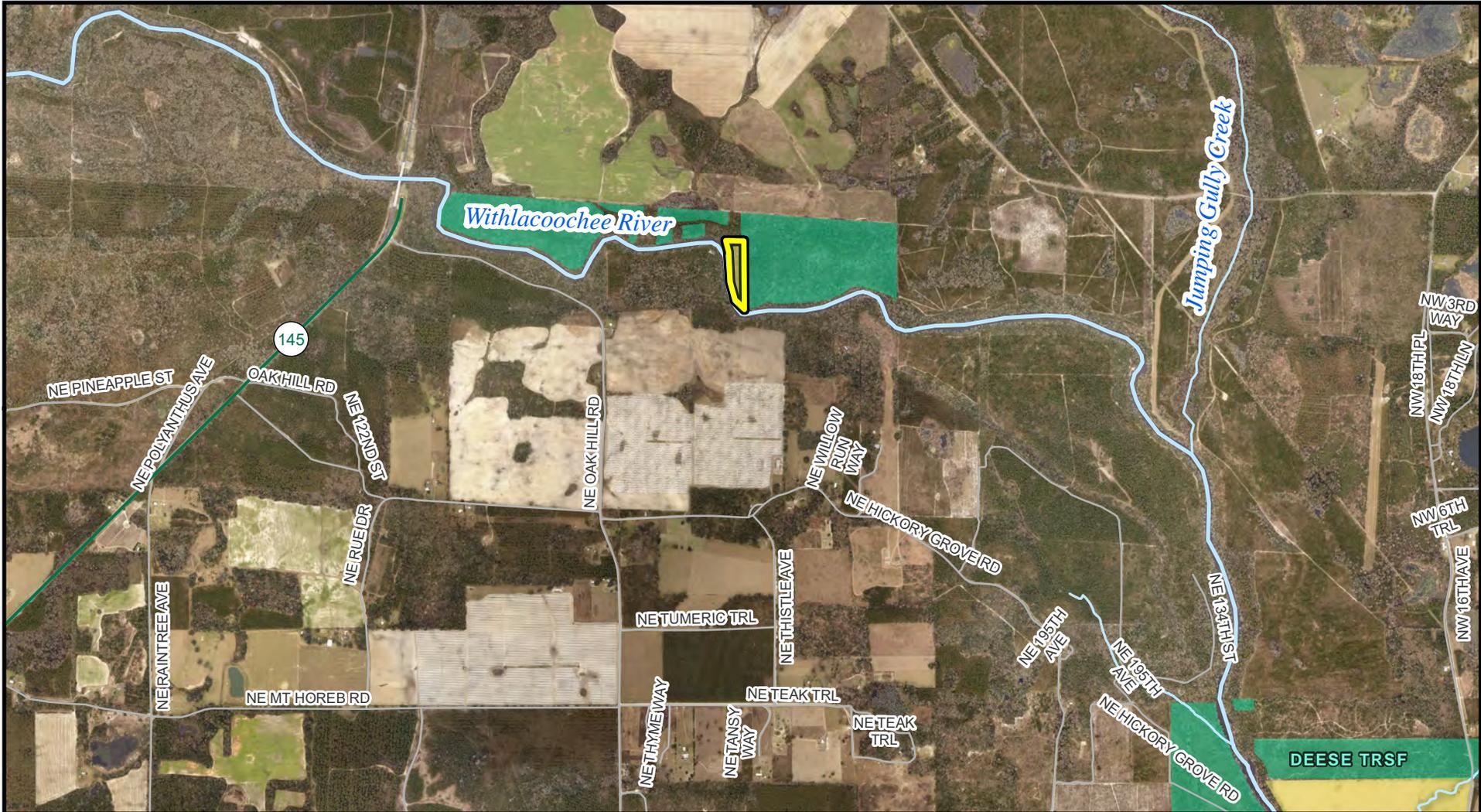
# Drufner Tract Property Offer Location Map



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Map Created 1/4/2019

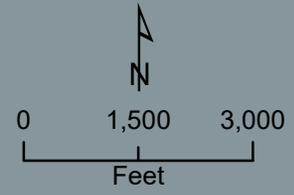
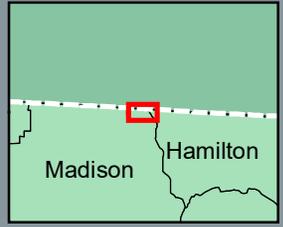
- Property Boundary
- SRWMD Ownership
- SRWMD Boundary
- SRWMD Proposed Acquisition



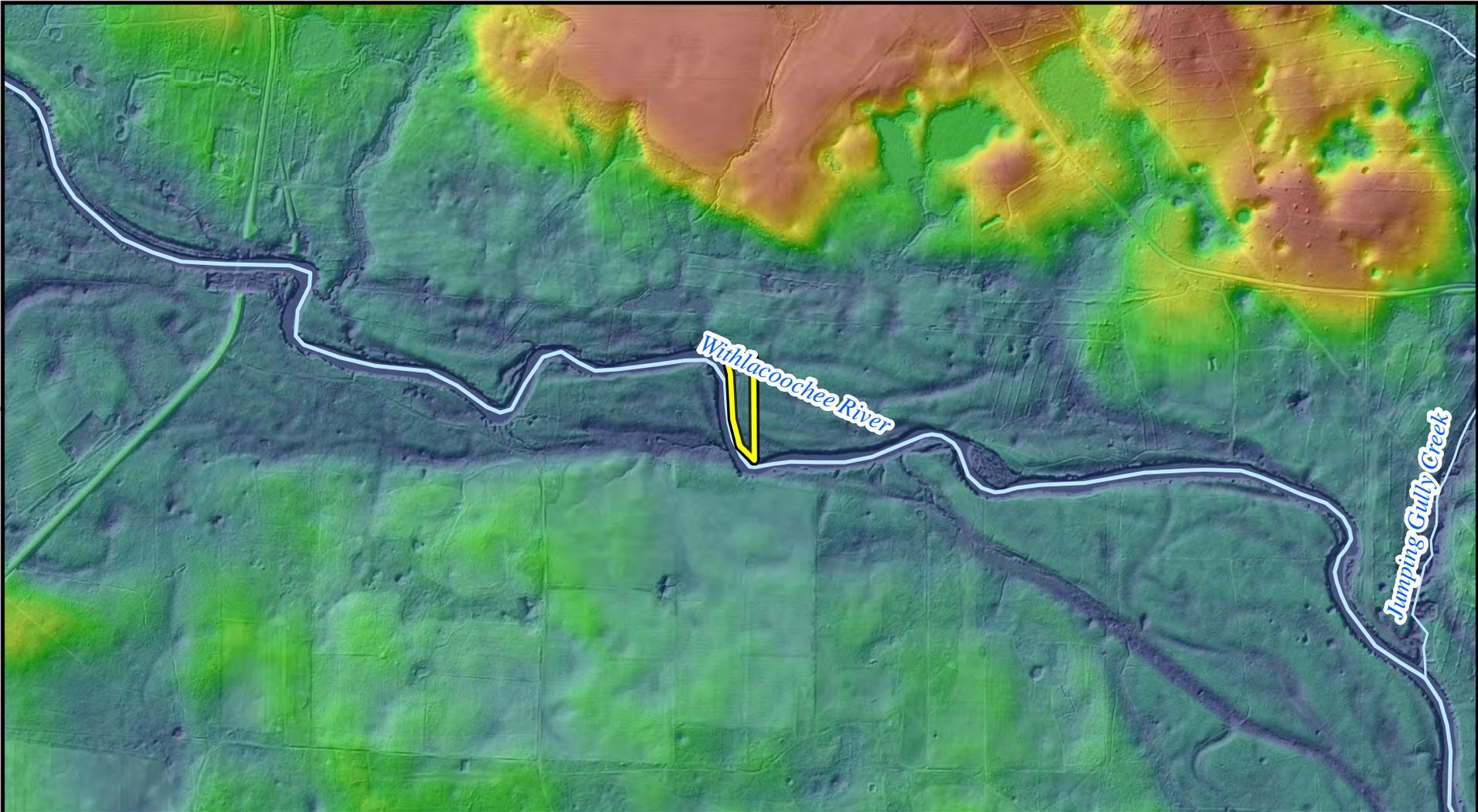


**Drufner Tract  
± 5.84 Ac  
Hamilton County**

-  Property Boundary
-  Rivers and Streams
-  SRWMD Ownership
-  SRWMD Conservation Ownership
-  SRWMD Proposed Acquisitions

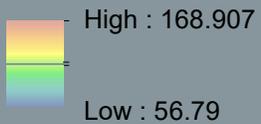


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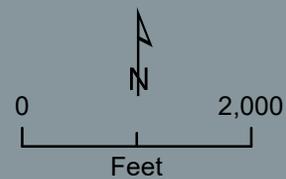
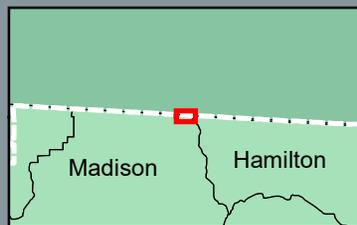
-  Property Boundary
-  Rivers and Streams

**Land Surface Elevation**



(Vertical Datum NAVD88-  
Units US Feet)  
Note: Elevations displayed are  
derived from LiDAR Data.

**Drufner Tract  
Property Offer  
LiDAR Overview**



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 Property Boundary

 Rivers and Streams

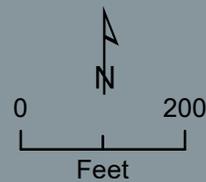
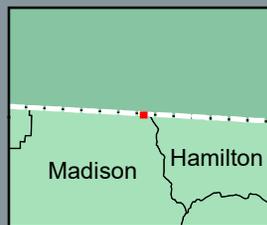
**Land Surface Elevation**

 High : 83.61

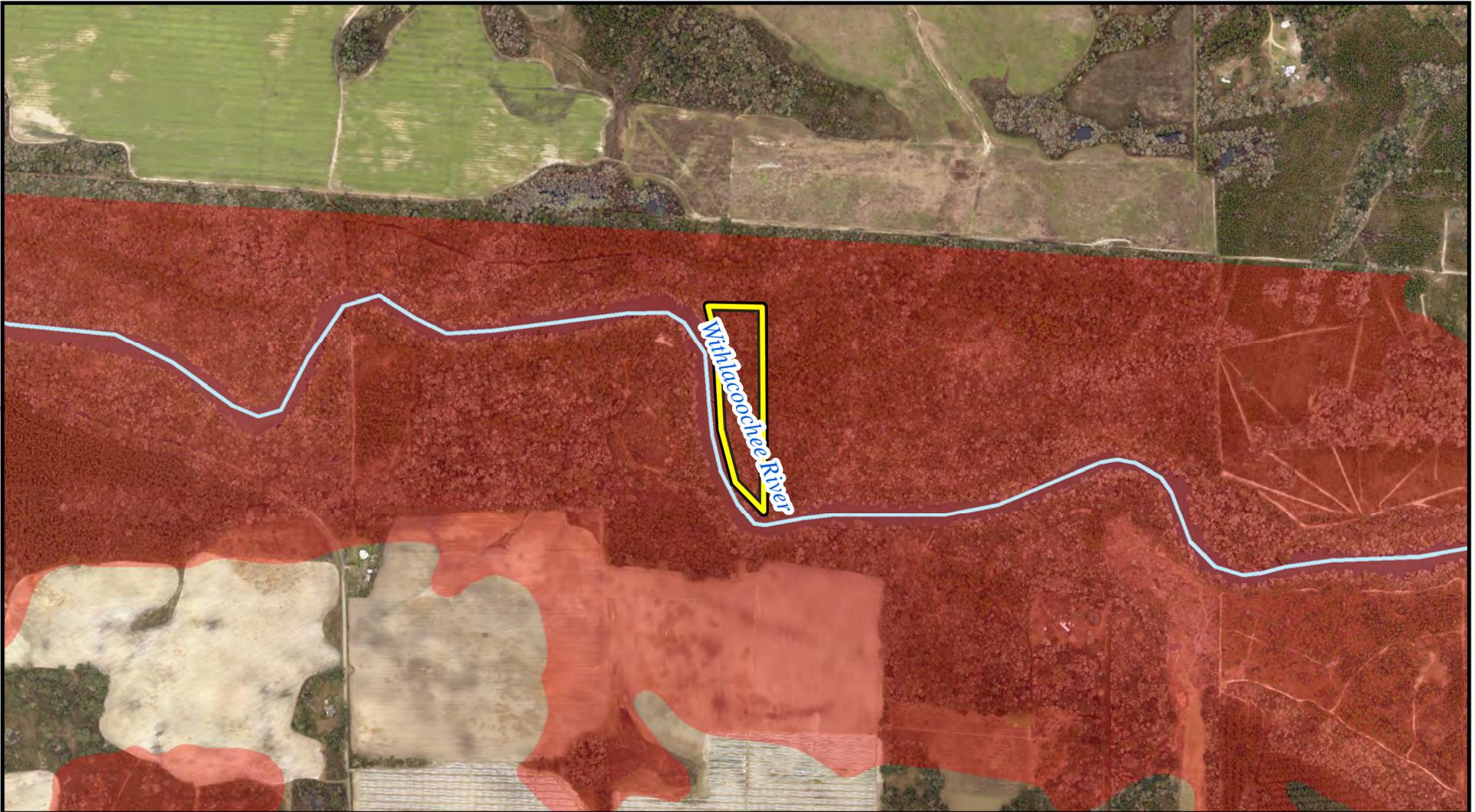
 Low : 57.16

(Vertical Datum NAVD88-  
Units US Feet)  
Note: Elevations displayed are  
derived from LiDAR Data.

**Drufner Property  
Property Offer  
LiDAR DEM Property**

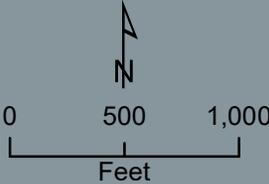
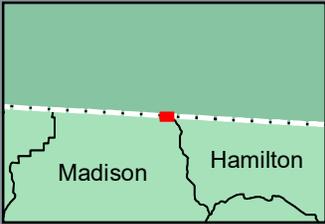


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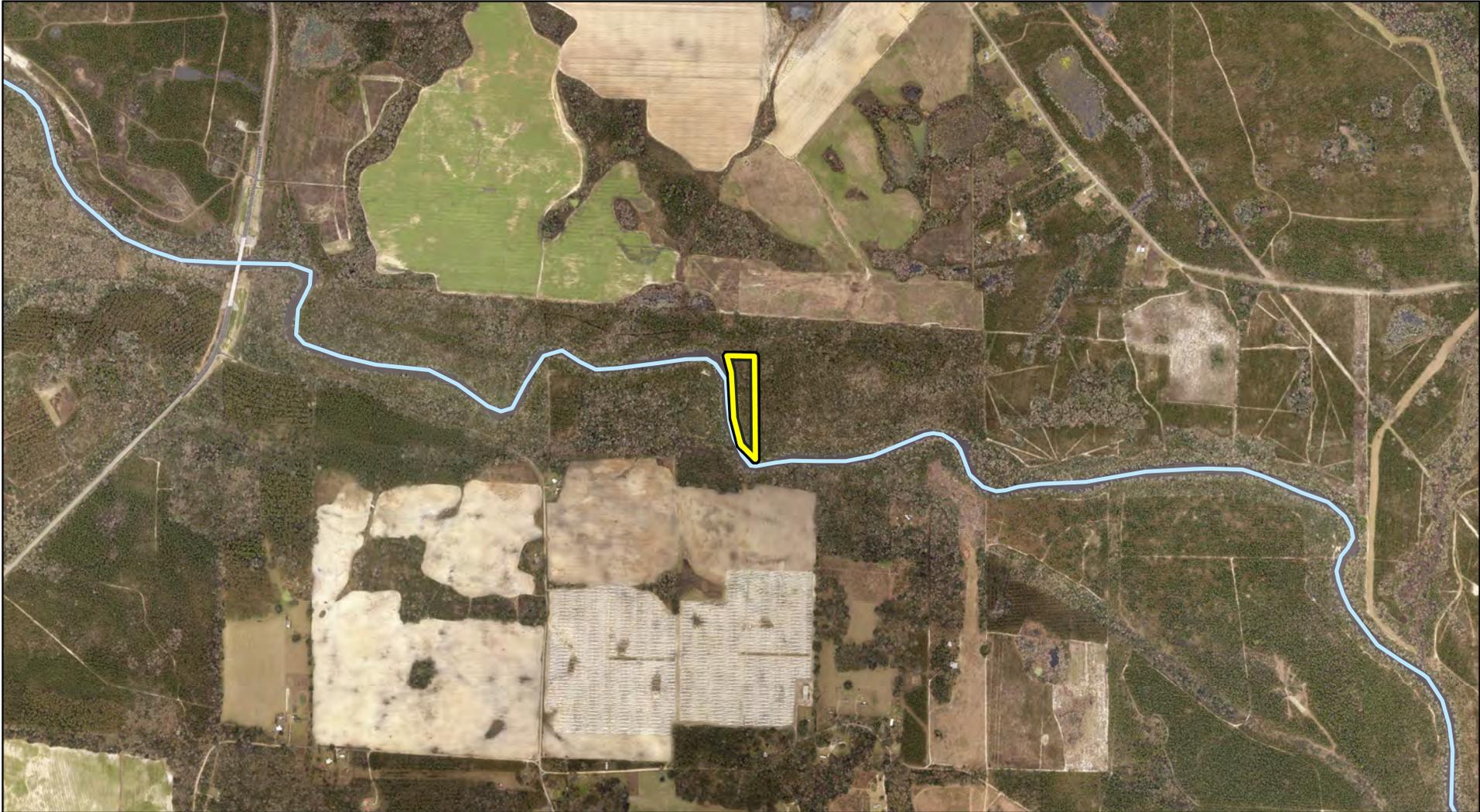


### Drufner Tract Property Offer Floodplain Protection

-  Property Boundary
-  Floodplain Protection - 100% / 5.84 ac
-  Rivers and Streams

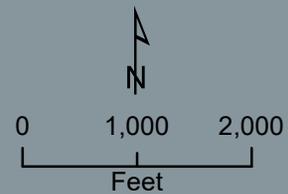


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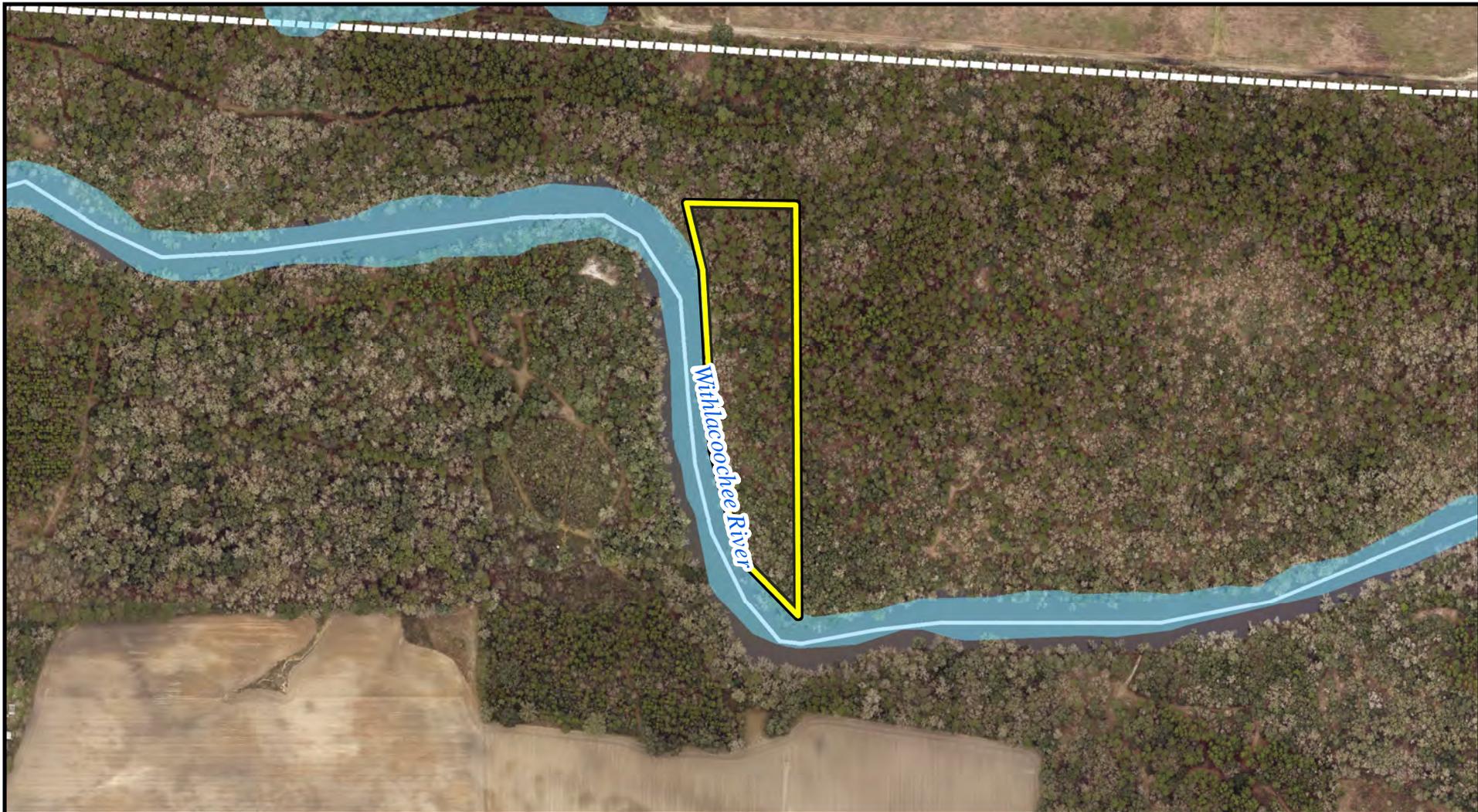


### Drufner Tract Property Offer Springs Protection

-  Property Boundary
-  Springshed 0% / 0 ac
-  Priority Focus Area 0% / 0 ac

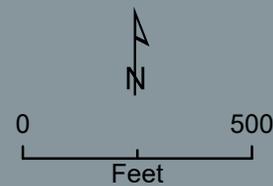
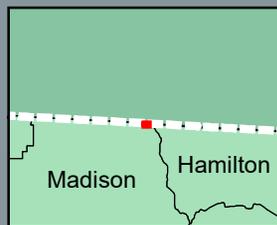


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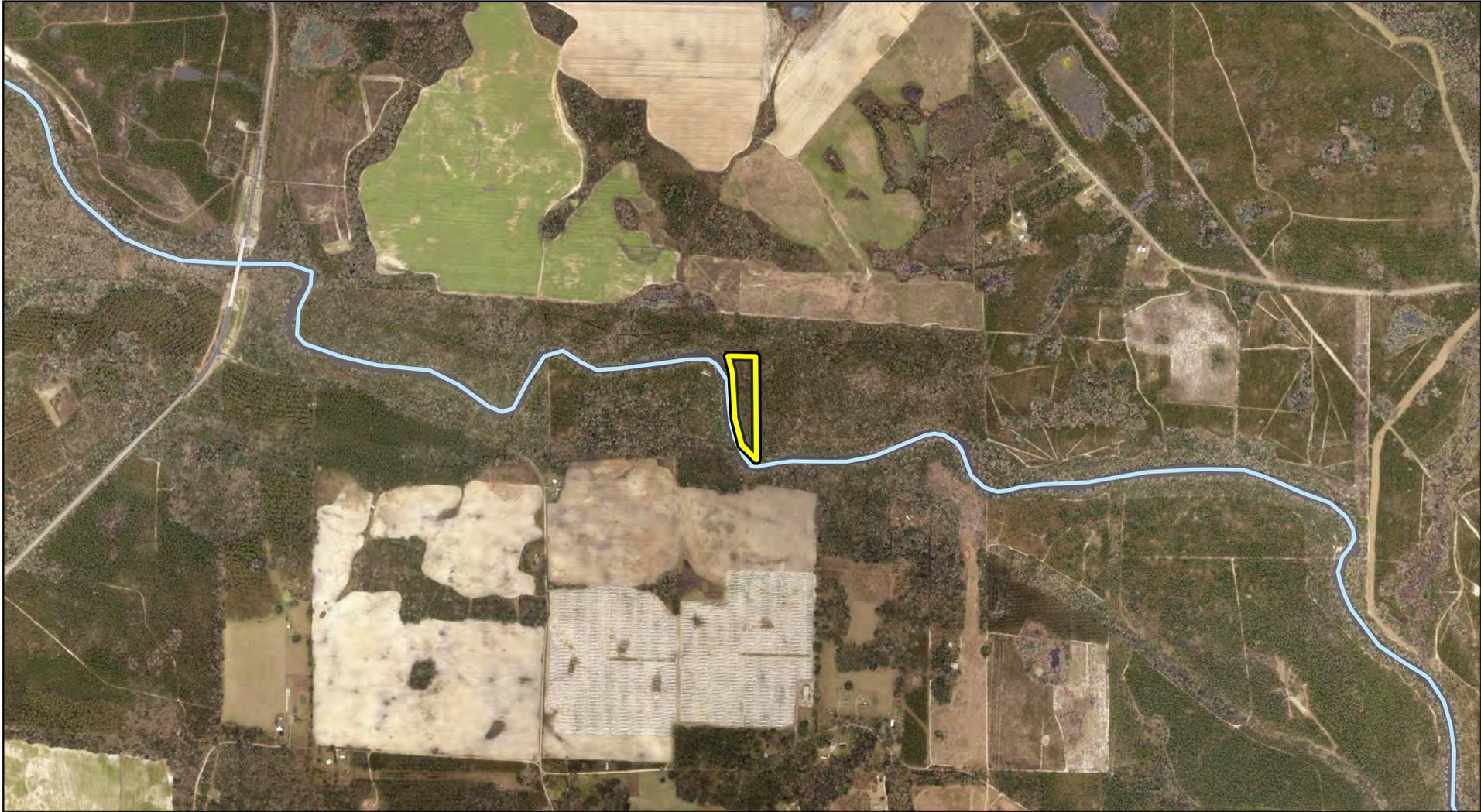


**Drufner Tract  
Property Offer  
Surface Water Protection**

-  Property Boundary
-  Surface Water Protection - 0% / 0 ac
-  Rivers and Streams

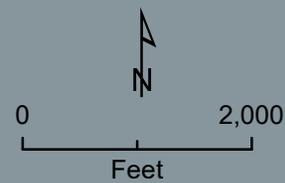
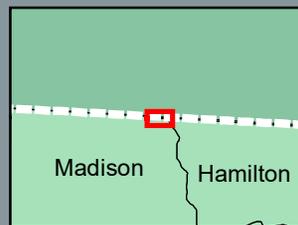


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### Drufrer Tract Property Offer Aquifer Recharge Protection

-  Property Boundary
-  Aquifer Recharge - 0% / 0 ac
-  Rivers and Streams



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## APPRAISAL OF REAL PROPERTY



### LOCATED AT

10 Acres Withlacoochie River/Hamilton County  
Jennings, FL 32053  
3N 10E 3931 THAT PART OF GA FCT LOT 205 IN DB 25-540 ORB 234-337-338 ORB 793-344

### FOR

Jean Turner Drufer  
4704 Wilson Dr., Metairie, LA 70003

### AS OF

July 16, 2019

### BY

Thomas C. Tompkins, ASA, IFA-S  
Tompkins Appraisal Group  
725 SE Baya Dr, Suite 101  
Lake City, FL 32025-6073  
(386) 752-4820  
tommy@tompkinsag.com  
<http://TompkinsAG.com>

Appraisal Report

LAND APPRAISAL REPORT

File No.: 19-138

Loan No.:

The purpose of this appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 10 Acres Withlacoochie River/Hamilton County City: Jennings State: FL ZIP: 32053
Borrower: N/A Owner of Public Record: Jean Turner Drufrner County: Hamilton
Legal Description: 3N 10E 3931 THAT PART OF GA FCT LOT 205 IN DB 25-540 ORB 234-337-338 ORB 793-344
Assessor's Parcel #: 5098-050 Tax Year: 2018 R.E. Taxes: Addenda
Neighborhood Name: Rural Northwest Hamilton County Map Reference: 2010 Census Census Tract: 9602.00
Special Assessments: N/A PUD [ ] Yes [ ] No HOA: \$ N/A [ ] Per Year [ ] Per Month
Property Rights Appraised: [x] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type: [x] Purchase Transaction [ ] Refinance Transaction [ ] Other (describe)
Lender/Client: Jean Turner Drufrner Address: 4704 Wilson Dr., Metairie, LA 70003

CONTRACT ANALYSIS

I [ ] did [x] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. There is no known contract for sale of the property.

Contract Price \$: Date of Contract: N/A Is the property seller the owner of public record? [x] Yes [ ] No Data Sources Property Card
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid. \$ None Assumed

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Table with columns: Neighborhood Characteristics, One-Unit Housing Trends, One-Unit Housing, Present Land Use %. Includes rows for Location, Built-Up, Growth, Neighborhood Boundaries, and various convenience and stability metrics.

Neighborhood Description: The neighborhood is rural with a predominance of agricultural lands and endeavors occurring to include: livestock grazing, hay production, row-crop operations and silviculture activity. This rural area has scattered single-family consisting primarily of larger estate sized tracts and smaller clusters within older developments and along the nearby Withlacoochie River.

Market Conditions (including support for the above conclusions): Market conditions continue to reflect a generally stable market for all property types. Sales transactions have remained slow over the last few years and below historical levels. A moderate supply of small acreage and residential lots continue to exist with limited sales activity for these segments.

SITE DESCRIPTION

Dimensions: Irregular, See Sketch Area: 10.00 [x] Acres [ ] Sq.Ft. Shape: Irregular View: Interior/Rural Res/Riverfront
Zoning Classification: ESA-2; Env Sensitive Zoning Description: Environmentally Sensitive- 1 DU/10 Acres
Zoning Compliance: [x] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Uses permitted under current zoning regulations: Agricultural/Residential (Site Built & Manufactured Homes)
Highest & Best Use: Rural Residential; SD Developed Prior to Zoning/Land Use and Available for Separate Residential as Legal Conforming Lots
Describe any improvements: None
Do present improvements conform to zoning? [ ] Yes [ ] No [x] No improvements If No, explain:

Present use of subject site: Sitting Vacant Current or proposed ground rent? [ ] Yes [x] No If Yes, \$
Topography: Wds/Decl/FZAE/AllUP Size: 10.00/Ac Drainage: Toward W Line/River
Corner Lot: [ ] Yes [x] No Underground Utilities: [ ] Yes [x] No Fenced: [ ] Yes [x] No If Yes, type:
Special Flood Hazard Area: [x] Yes [ ] No FEMA Flood Zone: AE FEMA Map #: 12047C0020C FEMA Map Date: 06/04/2010

Table with columns: Utilities, Public, Other, Provider or Description, Off-site Improvements, Type/Description, Public, Other. Rows include Electricity, Gas, Water, Sanitary Sewer, Other.

Are the utilities and off-site improvements typical for the market? [x] Yes [ ] No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [x] No If Yes, describe:

Neither a survey nor a title abstract were provided which would be required to determine the presence of any adverse easements or encroachments. Review of the property record card, aeriels and discussions with the owner/property appraiser indicates there to be no legal access to the property. Physical access is limited to crossing adjacent lands on to the property. See Addenda.

Site Comments: The property is a 10/Acre tract lying along the easterly bank of the Withlacoochie River. The physical descriptions are based upon a review of aeriels, flood, topographic, elevation and soils maps, etc.. There is no legal access with physical access requiring crossing adjacent tracts or by boat along the river. The property is elongated along the river and is heavily wooded. The easterly end has the highest elevation decreasing but about 30' +/- moving west to its Withlacoochie River frontage. The entire tract is in Flood Zone AE which is a flood hazard area. The NWI Map noted no jurisdictional wetlands. The property is "Landlocked" with no identifiable legal access to the property. Physical access would require crossing the adj. tracts either to the north or east or by boat along the river.

### LAND APPRAISAL REPORT

File No.: 19-138  
Loan No.:

There are   N/A   comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
There were   N/A   comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

#### COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	10 Acres Withlacoochie River/Ham	NW 16th Lane	1464 NE Withla Bluffs Way	1182 NE Withla Bluffs Way
City/St/Zip	Jennings, FL 32053	Jennings, FL 32053	Lee, FL 32059	Lee, FL 32059
Proximity to Subject		3.58 miles SE	14.53 miles S	14.80 miles S
Data Sources	Public Records	TP 4789-140/ORB 810-413	TP1496-010-000/ORB 1217-319	TP 1496-004-000/ORB 1217-108
Verification Sources	Public Records	Pub.Rec/MLS 96342	Public Records	Pub.Rec/MLS 95332
Sale Price	\$	\$ 20,000	\$ 55,000	\$ 62,500
Price/ Acre	\$	\$ 4,837.93	\$ 5,500.00	\$ 6,250.00
Date of Sale (MO/DA/YR)	N/A	12/22/2017 (Sim.)	10/31/2016 (Sim)	10/24/2016 (Sim.)
Days on Market	N/A	334	Unknown	29
Financing Type	N/A	Conventional	Cash to Seller	Cash to Seller
Concessions	None Assumed	None Known	None Known	None Known
Location	Rural NW Hamilton	Rural NW Ham./Su	Rural NW Mad./Sup	Rural NW Mad./Sup
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size (in Acres)	10.00	4.134	10.00	10.00
View	Interior/Rural Res/R	Interior/RuralRes/Ri	Interior/RuralRes/Ri	Interior/RuralRes/Ri
Topography	Wds/Decl/FZAE/All	Wds/Decl/92%FZAE	Wds/Decl/98%FZAE	Wds/Decl/21%FZAE
Available Utilities	Elec/Telephone	Elec/Telephone	Elec/Telephone	Elec/Telephone
Street Frontage	None-Landlocked	Private Road/Sup	County Road/Sup	County Road/Sup
Street Type	None-Landlocked	Private Dirt Road	Graded Dirt Road	Graded Dirt Road
Water Influence	RF/Withlacoochie	RF/Withlacoochie	RF/Withlacoochie	RF/Withlacoochie
Fencing	None	None	None	None
Improvements	None	None	None	None
Zoning	ESA-2;1DU/10Acre	ESA-2;1DU/10Ac	AG-2;1DU/10Acres	AG-2;1DU/10Acres
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -12,071	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -27,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -31,250
Adjusted sales price of the Comparable Sales (in \$ / Acre)		Net Adj. 60.4% (\$ -2920 /Acre) Gross Adj. 60.4% \$ 1,917.93	Net Adj. 50.0% (\$ -2750 /Acre) Gross Adj. 50.0% \$ 2,750.00	Net Adj. 50.0% (\$ -3125 /Acre) Gross Adj. 50.0% \$ 3,125.00

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: Property Record Card/Deed

The appraiser's research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: Property Record Cards. No prior transfers noted for the sales.

The appraiser's research  did  did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: NFLMLS

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	\$ 100 ORB793-344	\$ N/A N/A	\$ N/A N/A	\$ N/A N/A
	\$	\$	\$	\$

Subject property is currently listed for sale?  Yes  No Data Source: NFMLS

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months?  Yes  No Data Source: NFMLS

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: Review of the property record cards on the PA website indicates a transfer via probate (ORB 793, Page 344) in December 2016, which is a non arm's length transfer as indicated by the Documentary Stamps. Public records indicated no transfers of the comparable sales over the last three years.

Summary of the Sales Comparison Approach: All sales are relatively recent occurring in 2016-2017 and during stabilized market conditions. While there are subtle locational differences between the subject and sales, all are positioned in rural, outlying areas of either Hamilton or Madison Counties along the Withlacoochie River with no adjustments applied. The subject and Sales 2-3 are 10/Acres and compare well for size. At 4.134/Acres, Sale 1 is notably smaller with a downward adjustment applied to address its smaller/superior size. All sales have topography typical for tracts lying along the Withlacoochie River, i.e. declining elevation toward their riverfront, considerable flood hazard influence, etc. The physical differences in this area of analysis are considered subtle enough as to not require adjustment. The subject is "Landlocked" with no identifiable legal access per the owner and discussions with the property appraiser. Physical access would/is limited to arranging for crossing of adjacent lands either to the north or east, or by boat along the river front. All of the sales have legal and physical access via either private or county graded roadways. The appraiser has conducted various access studies over the last three decades to measure value differences associated with limited/atypical or an absence of legal access. These studies have included various property types and were located within various markets throughout Florida. Analysis of these studies reveals that landlocked tracts typically sell at 40% to 60% less than similar tracts which have typical legal access. Accordingly, an adjustment of 50% of the \$/Acre of the comparable sales, which represents a midpoint for the Landlocked Access Studies, is considered reasonable and applied within the sales grid to address the access component.

Reconciliation Comments: The Sales Comparison Approach provided the only reliable indication of value. The adjusted unit value range for the sales presented falls between \$1,918/Acre +/- and \$3,135/Acre +/- with a mean indication of \$2,600/Acre +/- . Considering all areas of analysis with primary consideration of the subject's "Landlocked" status, a unit value slightly below the indicated mean at \$2,500/Acre is considered both reasonable and well supported by the data. The unit value opinion results in a total value for the subject of \$25,000 (10.00/Ac @ \$2,500/Ac).

This appraisal is made  "as is", or  subject to the following conditions or inspections: An on site inspection of the property was not conducted. The analysis and value opinion is based upon review of aerials, topo/flood/NWI/soil maps, etc.

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is: Opinion of Market Value: \$ 25,000 , as of: July 16, 2019 , which is the date of inspection and the effective date of this appraisal.

## MEMORANDUM

TO: Lands Committee

FROM: Stephen Schroeder, Office of Administration Chief

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

DATE: September 26, 2019

RE: Authorization to Commence with Detailed Assessment and Begin Negotiations with Quail Heights Real Estate Holdings, LLC., and the Florida Department of Transportation for the Acquisition of Real Property in Columbia County

### RECOMMENDATION

**Staff requests the Lands Committee recommend to the Governing Board that the District Staff commence with a detailed assessment and begin negotiations with Quail Heights Real Estate Holdings, LLC. and the Florida Department of Transportation for the acquisition of a 40.83 acre +/- parcel of real property in Columbia County.**

### BACKGROUND

The District received an offer to purchase 40.83 acres +/- of real property located in Columbia County within Quail Heights. The proposed purchase would be in partnership with the Florida Department of Transportation (FDOT). It is anticipated that other local and state agencies may become involved in the process as potential project uses of the land include stormwater management, flood abatement, and water quality improvement. Cannon Creek runs through the property. FDOT has proposed construction of a retention pond on a portion of the property as a future use. It is also anticipated that FDOT will reimburse the District and/or contribute to the purchase. The contributions and uses by the District and FDOT will be negotiated as part of the purchase process.

The property is entirely within the Ichetucknee Springs Protection area and Priority Focus Area and 9.74 acres +/- are within the floodplain. Staff review found that the property has project potential to improve water quality and water flow within the Ichetucknee Springshed. Staff recommends that the Lands Committee recommend to the Governing Board to proceed with detailed assessment and initiate negotiations with Quail Heights Real Estate Holding, LLC.

The property offer and maps of the parcel are attached.

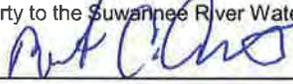
SCS/rl  
Attachments

# SUWANNEE RIVER WATER MANAGEMENT DISTRICT PROPERTY OFFER APPLICATION

9225 CR 49, Live Oak, FL 32060  
(386)362.1001  
E-Mail: acquisitions@srwmd.org

Rule 40B-9.041(1), Florida Administrative Code, requires specific information to initiate the acquisition process.

<b>Applicant Information</b>			
Name:	Mine of Lake City, Inc.		
Address:	397 South Marion Avenue	City:	Lake City State FL Zip: 32025
Phone:	(386) 623-3493	E-Mail:	dwc10115@gmail.com
Applicant Signature:			Date July 8, 2019

<b>Owner of Record (Owner is Applicant yes ___ no <input checked="" type="checkbox"/>)</b>			
Name:	Quail Heights Real Estate Holdings, LLC		
Address:	161 SW Quail Heights Terrace	City:	Lake City State FL Zip: 32025
Phone:	386-365-7097 (Chet Carter)	E-Mail:	ccarter@quailheightscc.com
Owner's Authorization: This is to advise the individual named above as applicant is the Authorized Representative of the owner(s) of the property described below. This authorization is for any communication and negotiations concerning conveyance of the property to the Suwannee River Water Management District.			
Owner Signature:			Date: July 8, 2019
Owner Signature:			Date:

<b>Property/Project Information</b>			
Asking Price (Fee):	\$2,000,000.00	(Conservation Easement) :	
General Location (address, intersection, etc.)	NE Quadrant I-75/SR247		
Acreage:	40.83	County:	Columbia
Tax Parcel Number(s):	02-4S-16-02719-001		
Legal Description:	SE 1/4 lying South of S.R. 247 and East of I-75. ORB 786-1886; Corr QC 1120-2720, ORB 1124-1542, CT 1270-2749, WD 1315-2049 containing 40.83 acres, more or less.		
<b>Improvements:</b> This parcel was formerly nine holes of the Quail Heights Golf Course. It contains manufactured water features, small maintenance shelters (2) and irrigation systems including a 8-10 inch well.			
In addition, please provide an aerial, survey, or map identifying property boundaries and a copy of the Deed.			

<b>Title Condition (Deed restrictions, easements, mineral interest, rights held by others, etc.)</b>
No easements or other restrictions having an adverse impact are known or presumed.

<b>Agreements (Identify any existing purchase agreement, option contract, listing agreement, or any other arrangement or agreement.)</b>
The 40.83 acre parcel is currently under option to Mine of Lake City, Inc. (The Applicant)
<b>Other Pertinent Information (Please provide any other information that may be helpful in evaluating the request.)</b>
Cannon Creek runs through a portion of the property. Cannon Creek has been proven to impact the Ichetucknee River through sinkholes. Mine of Lake City is aware that offers to purchase are limited to appraised amounts.



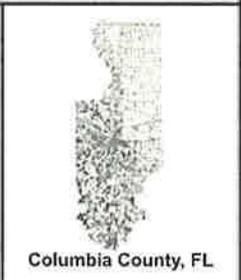


**Columbia County Property Appraiser** Jeff Hampton | Lake City, Florida | 386-758-1083

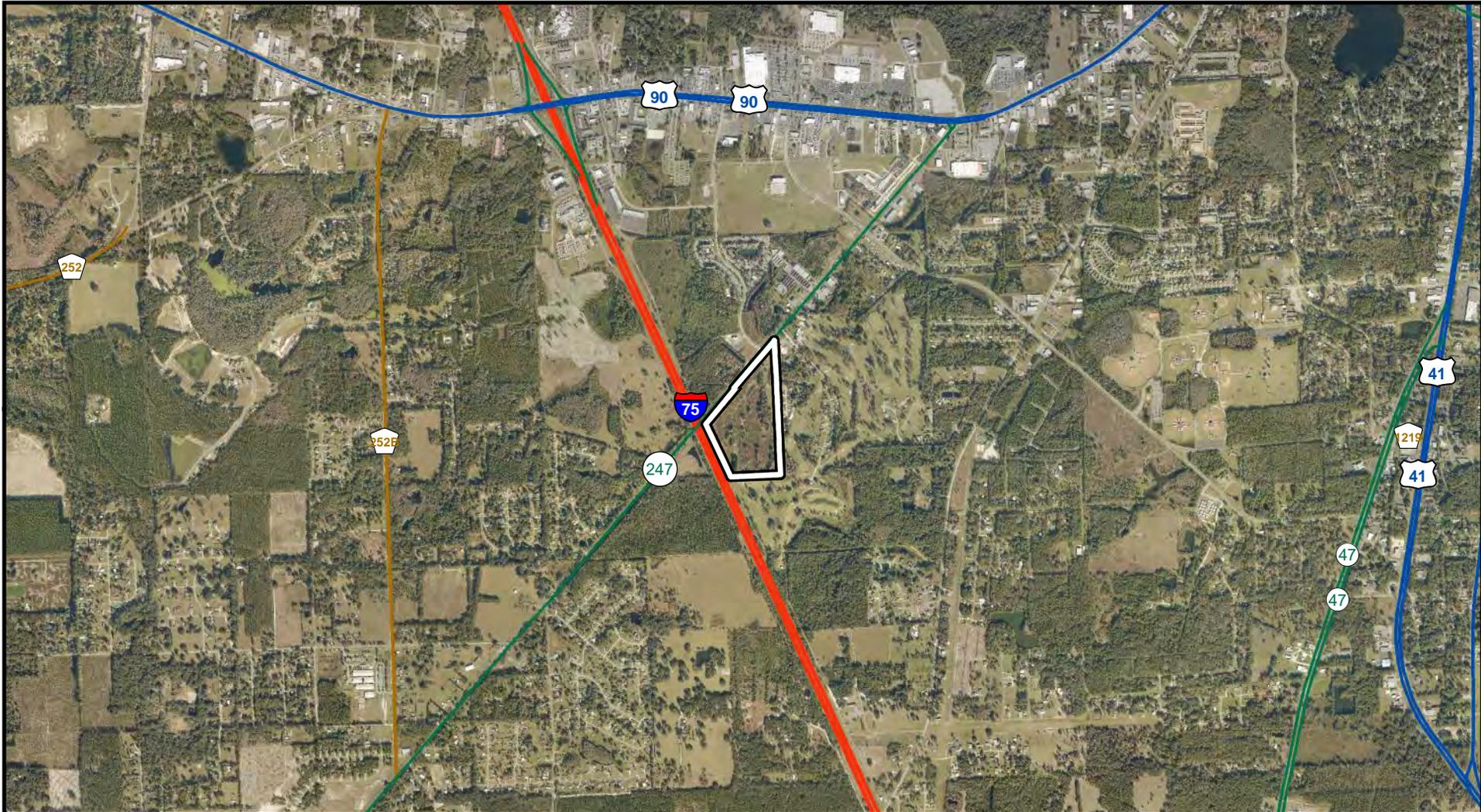
**PARCEL: 02-4S-16-02719-001** | TIMBERLAND (005700) | 40.83 AC  
 SE1/4 LYING S OF SR-247 & E OF I-75, ORB 786-1886, CORR QC 1120-2720, ORB 1124-1542, CT 1270-2749, WD 1315-2049,

<b>QUAIL HEIGHTS REAL</b>		<b>2018 Certified Values</b>			
Owner:	ESTATE HOLDINGS LLC	Mkt Lnd	\$0	Appraised	\$8,043
	161 SW QUAIL HEIGHTS TER	Ag Lnd	\$8,043	Assessed	\$8,043
	LAKE CITY, FL 32025	Bldg	\$0	Exempt	\$0
Site:	.	XFOB	\$0	county:	\$8,043
Sales	5/26/2016 \$1,000,000 V(U)	Just	\$441,907	city:	\$8,043
Info	2/26/2014 \$100 I(U)			other:	\$8,043
	6/28/2007 \$5,916,600 I(U)			school:	\$8,043

**NOTES:**

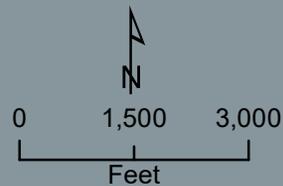
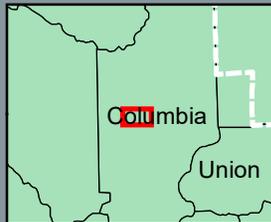


This information, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

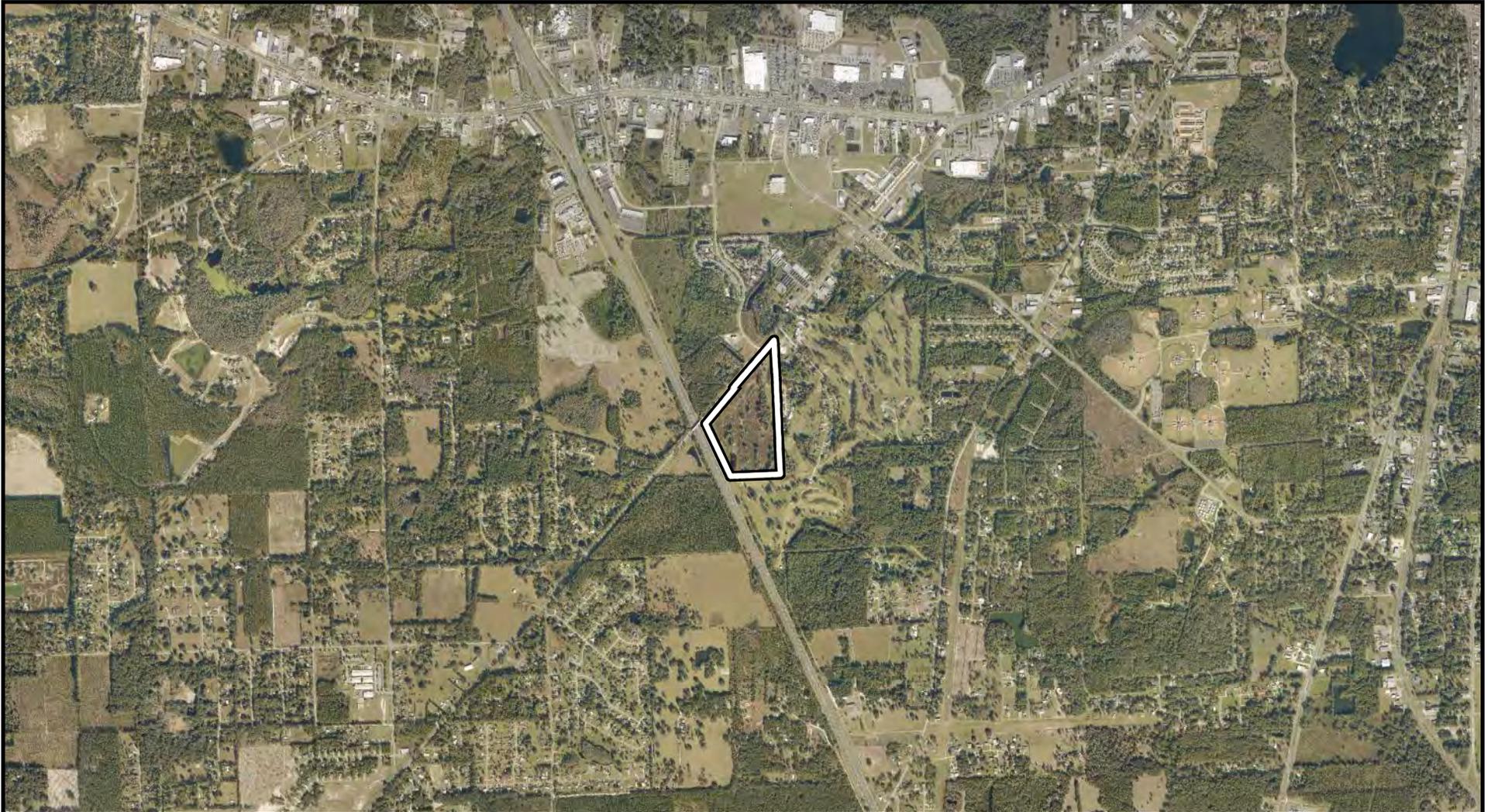


-  Property Boundary
  -  SRWMD Ownership
  -  Other Public Ownership
  -  SRWMD Proposed Acquisitions
- Adjacent Parcels Ranking**
-  Primary
  -  Secondary

**Quail Heights  
± 40.83 Ac  
Columbia County**

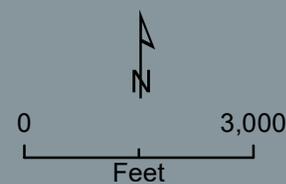
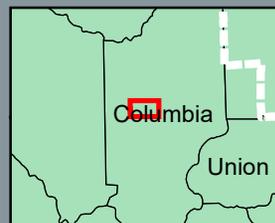


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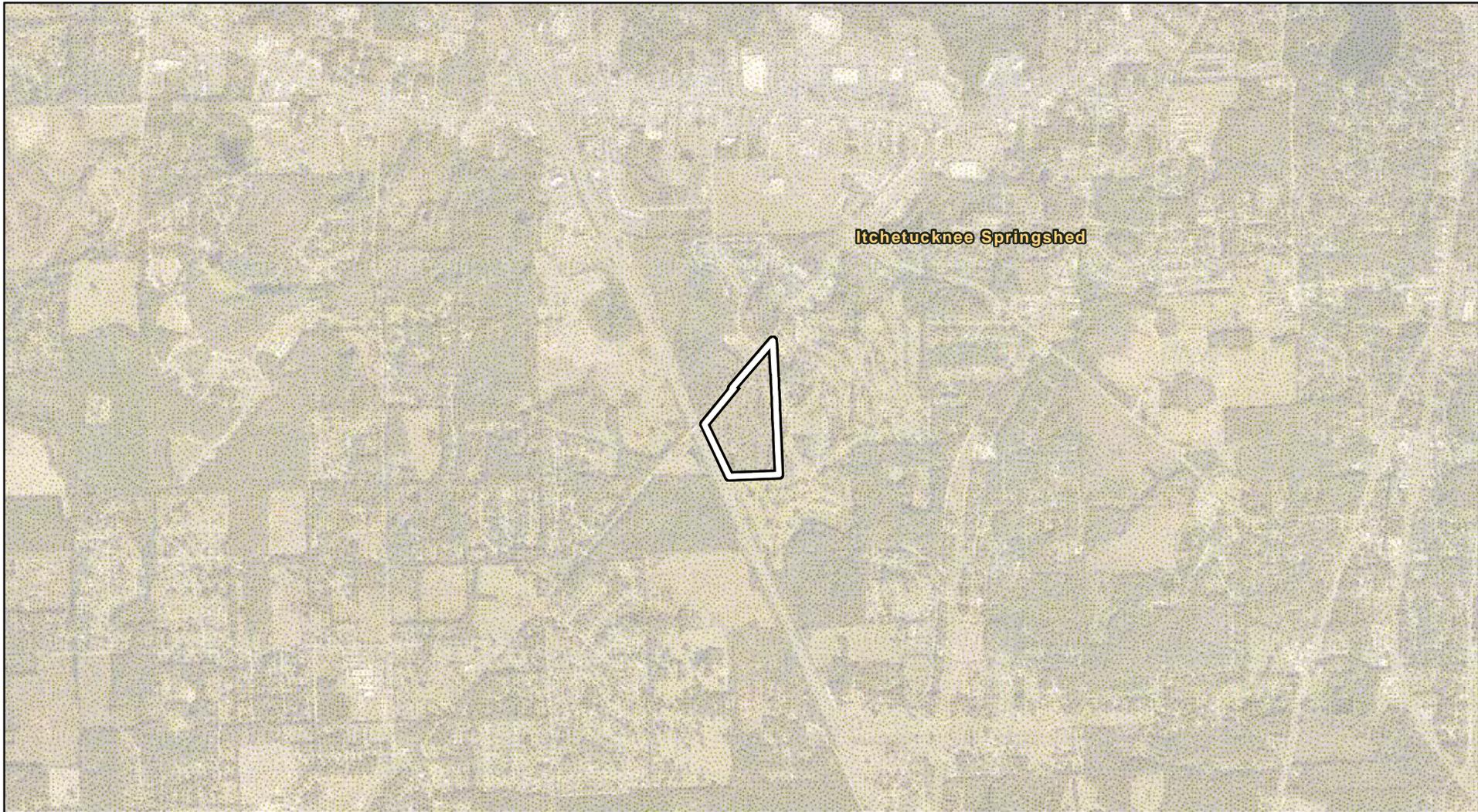


-  Property Boundary
-  Surface Waters (Riverine)
- SRWMD Major Rivers**
-  Priority 1
-  Priority 2
-  Other

### Quail Heights Property Offer Surface Water Protection



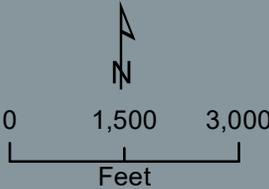
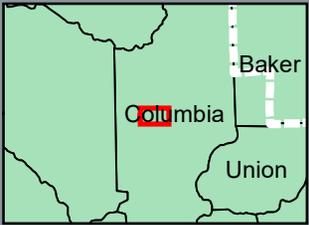
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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 8/1/2019



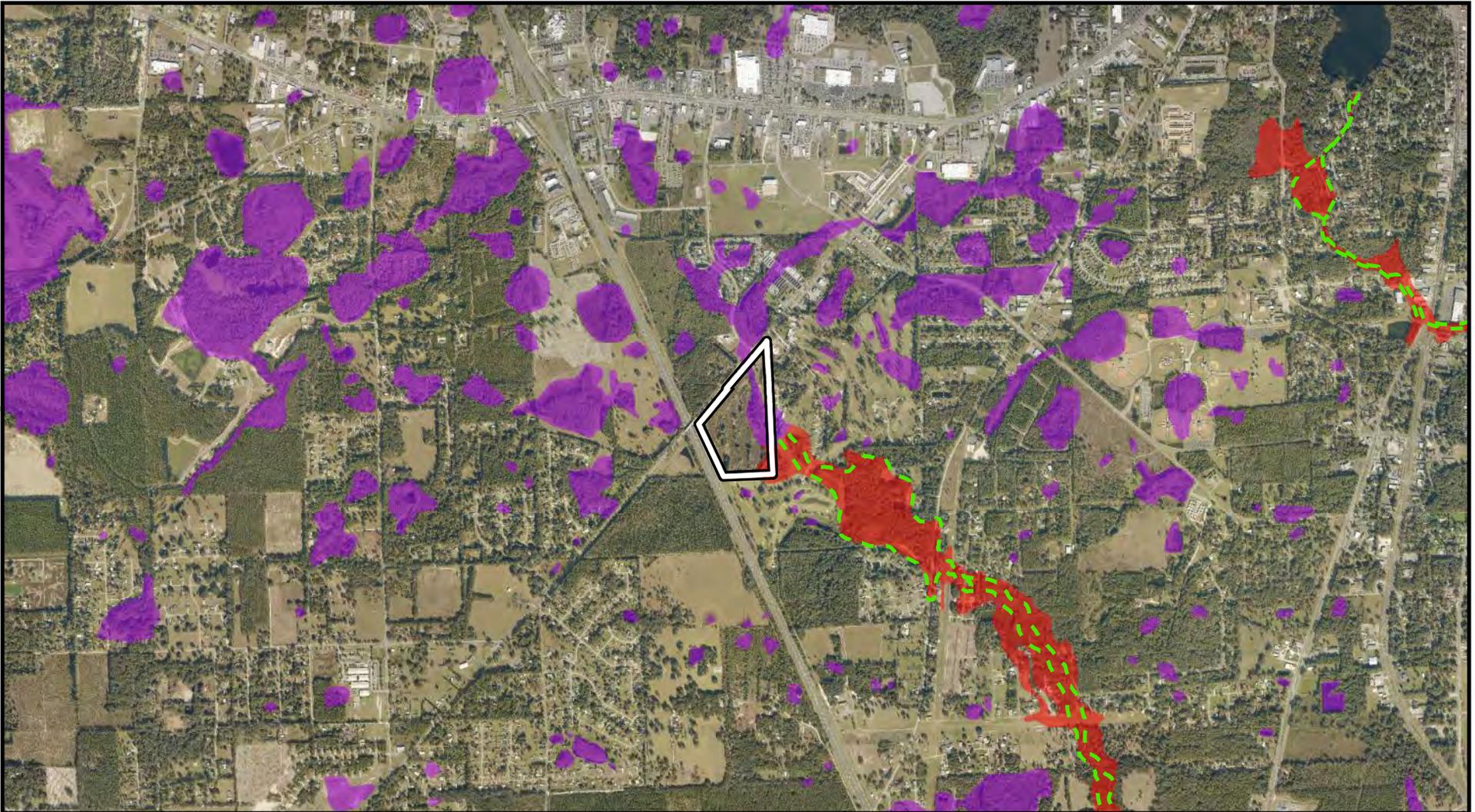
**Itchetucknee Springshed**

**Quail Heights  
Property Offer  
Springs Protection**

-  Property Boundary
-  Springs Protection

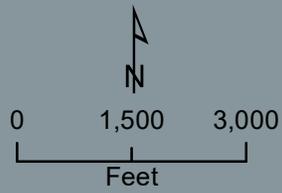
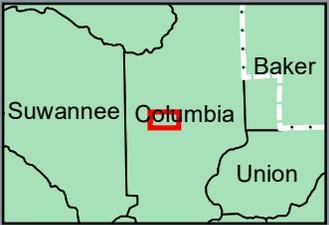


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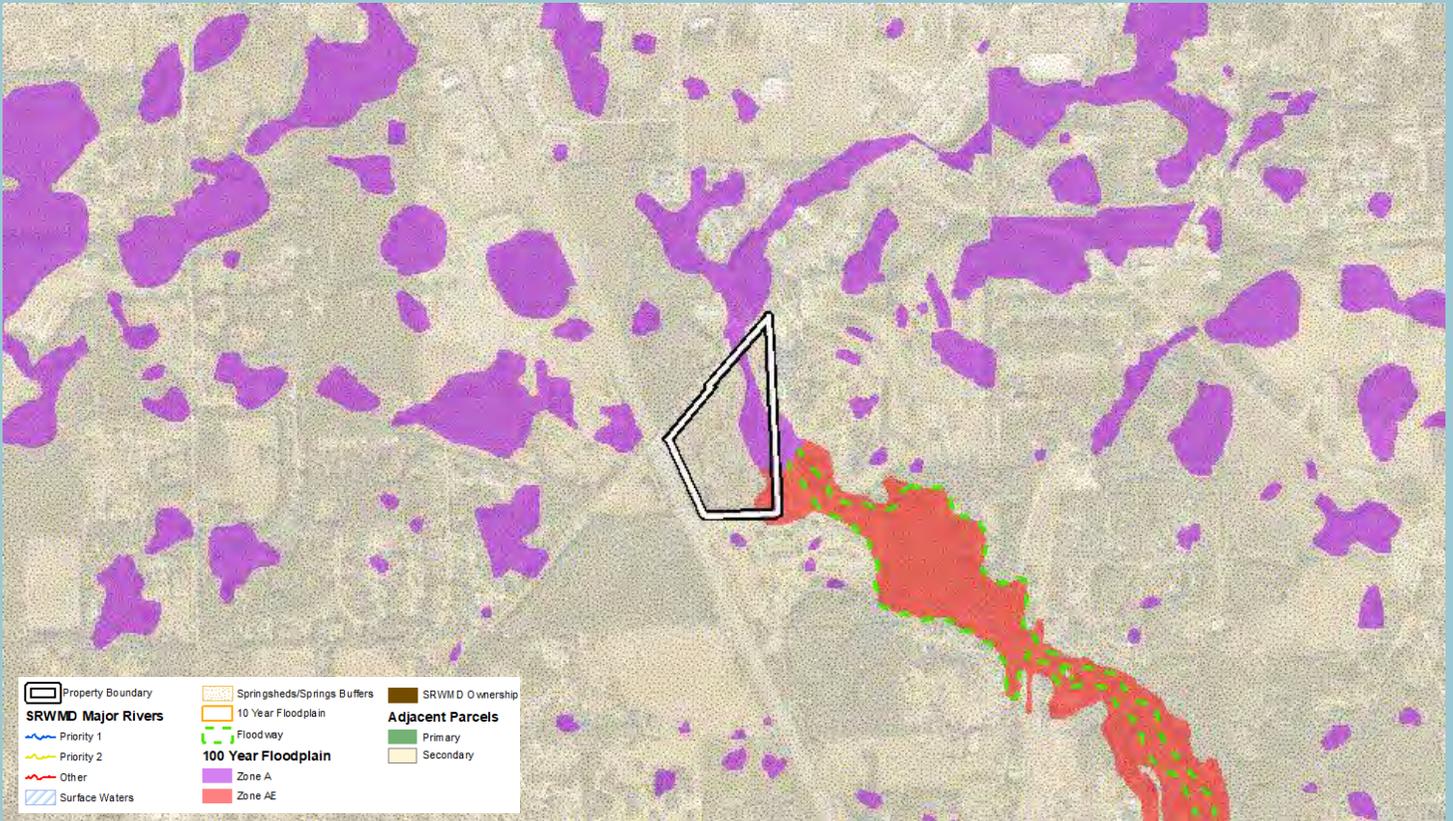
### Quail Heights Property Offer Floodplain Protection

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



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# Suwannee River Water Management District Triage Analysis Results



Property Name: Quail Heights

Acreage: ± 40.83 ac

Transaction Type: Acquisition

Date: 08/08/19

County: Columbia

## Surface Water Protection-

Major River? (N)

Riverine Surface Waters? (N)

## Springs Protection -

Within Springshed or springs buffers?  
(Y) [Itchetucknee] [± 40.83 ac]

## Adjacency

(N)

## Flood Protection-

Floodway? (N)

10 Year Floodplain? (N)

100 Year Floodplain? (Y) [± 9.74 ac]

## Miscellaneous:

PFA? (Y) [Itchetucknee]

WRCA? (Y) [Eastern]

BMAP? (Y) [Santa Fe]



MEMORANDUM

TO: Lands Committee

FROM: Stephen Schroeder, Office of Administration Chief

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

DATE: September 26, 2019

RE: Approval of Staff Recommendation to Declare as Surplus Two Adjoining Forest Woodlands Parcels in Gilchrist County

RECOMMENDATION

**Staff requests the Lands Committee recommend to the Governing Board to declare as surplus two parcels of land totaling 10.56 acres +/- of real property located in Gilchrist County in accordance with Chapter 373, Florida Statutes, and District policies and procedures.**

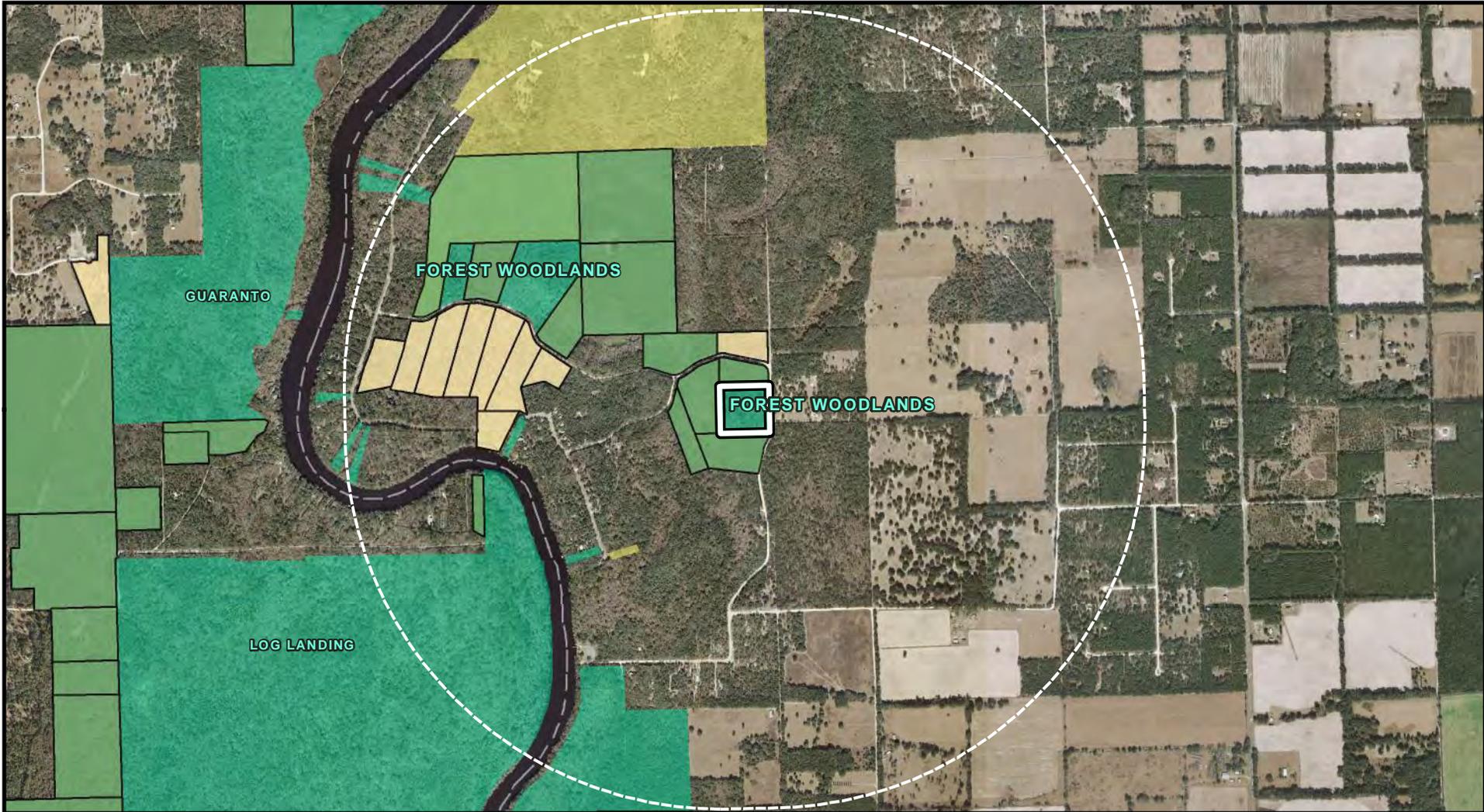
BACKGROUND

The District received a request to surplus two parcels of real property totaling 10.56 acres +/- of real property located within the Forest Woodlands subdivision in Gilchrist County from an adjacent property owner. District staff reviewed the request and determined that the parcels no longer serve the conservation needs of the District. The property was purchased by the District on October 11, 1996 using Save our Rivers funds. The parcels are not adjacent to other District property, are not within a springs protection area, and are not within a Priority Focus Area. The parcels encompass 1.93 acres +/- of riverine surface water protection areas and are entirely within the floodplain

Staff recommends that the parcels be declared as surplus and offered for sale to adjacent owners in accordance with section 373.089(8), Florida Statutes. Any sale will retain deed restrictions or a conservation easement restricting the owner from adding a permanent structure, well or septic system on the property.

The maps of the parcels are attached.

SCS/rl  
Attachments

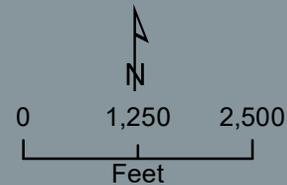


-  Property Boundary
-  SRWMD Ownership
-  Other Public Ownership
-  SRWMD Proposed Acquisitions
-  1 Mile Buffer

**Adjacent Parcels Ranking**

-  Primary
-  Secondary

**Forest Woodlands - Padgett Offer**  
**± 10.56 Ac**  
**Gilchrist County**

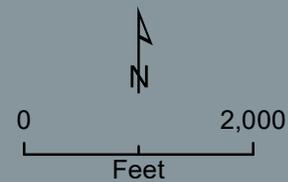


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-  Property Boundary
-  Surface Waters (Riverine)
- SRWMD Major Rivers**
-  Priority 1
-  Priority 2
-  Other

**Forest Woodlands - Padgett Offer  
Property Offer  
Surface Water Protection**

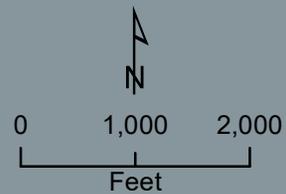


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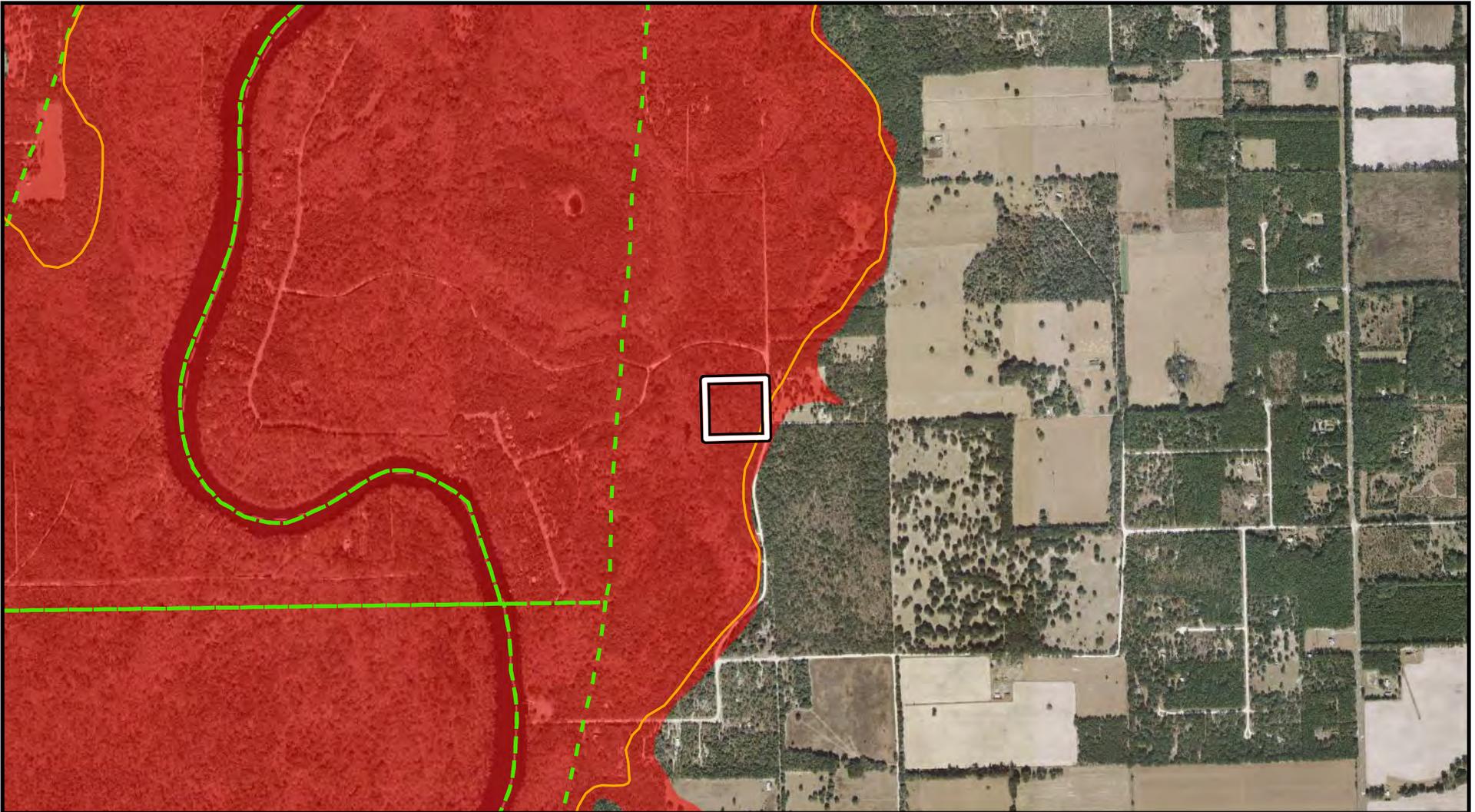


**Forest Woodlands - Padgett Offer  
Property Offer  
Springs Protection**

-  Property Boundary
-  Springs Protection

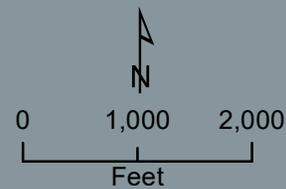


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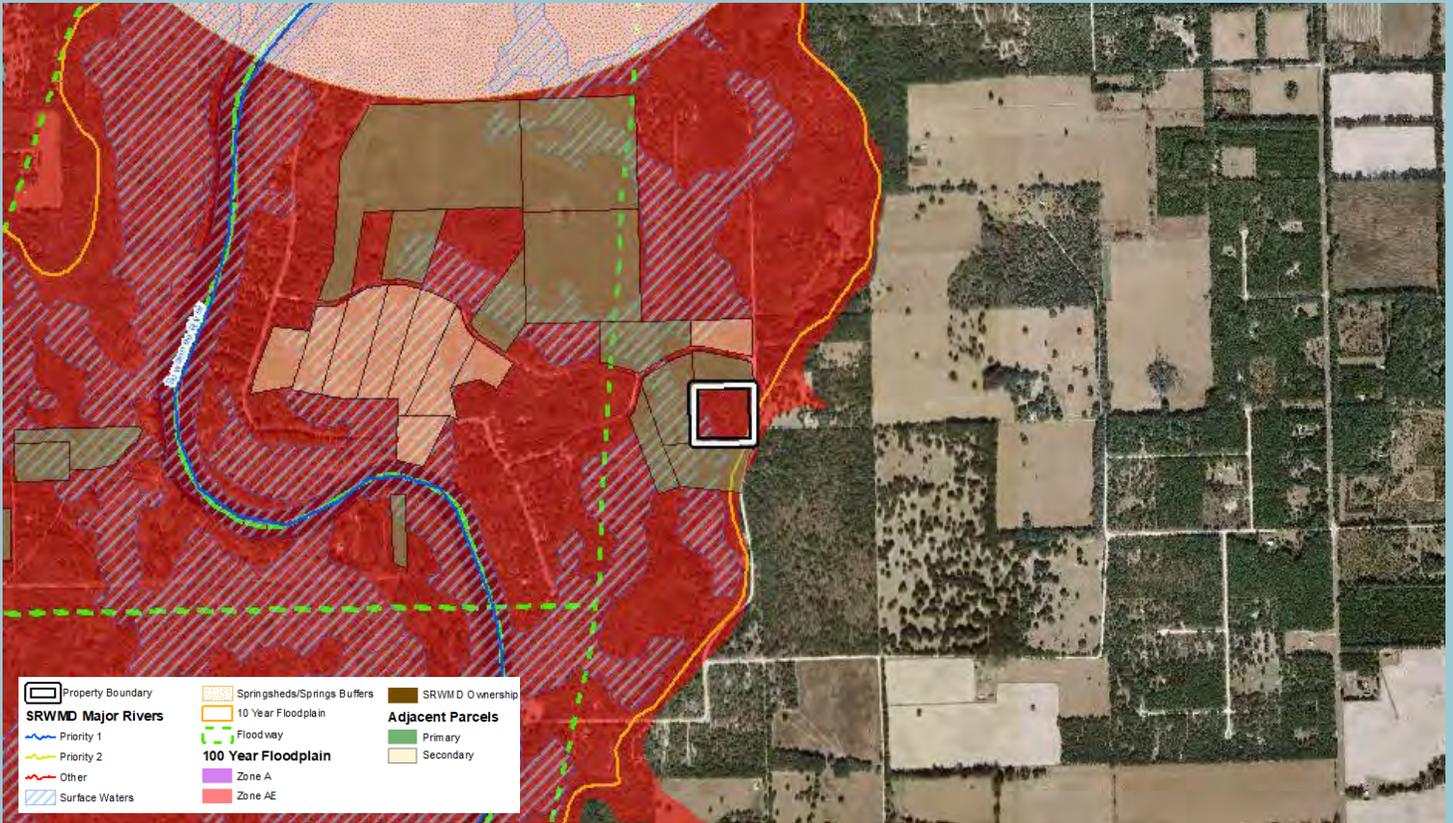
### Forest Woodlands - Padgett Offer Property Offer Floodplain Protection

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



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# Suwannee River Water Management District Triage Analysis Results



Property Name: Forest Woodlands -  
Padgett Offer

Acreage: 10.56

Transaction Type: Surplus

Date: 06/26/19

County: Gilchrist

## Surface Water Protection-

Major River? (N)

Riverine Surface Waters? (Y) [± 1.93 ac]

## Springs Protection -

Within Springshed or springs buffers?  
(N)

Adjacency  
(N)

## Flood Protection-

Floodway? (N)

10 Year Floodplain? (Y) [± 10.19 ac]

100 Year Floodplain? (Y) [± 10.56 ac]

## Miscellaneous:

PFA? (N)

WRCA? (Y) [Eastern WRCA]



MEMORANDUM

TO: Lands Committee  
FROM: Stephen Schroeder, Office of Administration Chief  
THRU: Steve Minnis, Deputy Executive Director, Business and Community Services  
DATE: September 26, 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

This item was tabled at the September 24, 2019 the Lands Committee Meeting with a request that staff provide additional information.

During Fiscal Year (FY) 2018-2019, the District utilized the services of North Florida Land Trust (NFLT) for the acquisition of real property. These services included contracting for appraisals, surveys, drafting language for conservation easements, and other relevant due diligence procedures. NFLT has also assisted the District by facilitating exchange of closing documents and addressing other issues as they arose during the acquisition process. The current contract was for a one-year term and expired September 30, 2019.

The proposed new agreement 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 duties which will be detailed in related Task Work Assignments (TWA) to include assistance with the disposition surplus real property and property acquisition and surplus planning.

Each TWA includes a proposed budget, estimated time for completion and a complete delineation of related costs and expenses, including the costs of appraisals, surveys, environmental assessments, title insurance, recording fees, and other costs. During FY 2018-2019, no TWAs exceeded the anticipated budget.

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

Funding for this recommendation is included in the FY 2019-2020 Final Budget under account codes 10-2586-3-2100-19, 13-2586-3-2100-10, and 13-2586-3-2100-19.

/scs  
Attachment

**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](mailto: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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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
<b>TOTAL DUE BY</b>	<b>Upon Receipt</b>

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: \_\_\_\_\_