

AGENDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
MARCH 14, 2017

Attachments to the items below can be viewed at the following link:
http://www.dep.state.fl.us/secretary/cab/public_notices.htm

Item 1 Minutes

Submittal of the Board of Trustees' Minutes from the October 25, 2016, December 6, 2016, and January 24, 2017 Cabinet Meetings.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

(See Attachment 1 at http://www.dep.state.fl.us/secretary/cab/public_notices.htm)

RECOMMEND APPROVAL

Item 2 LBS Power Holdings, LLC, Recommended Consolidated Intent/Lease

REQUEST: Consideration of an application for a five-year sovereignty submerged lands lease containing (1) 81,751 square feet, more or less, for a proposed 49-slip commercial docking facility; and (2) authorization for the placement of approximately 523 linear feet of a piling supported wave break.

VOTING REQUIREMENT FOR APPROVAL: Three votes

APPLICANT: LBS Power Holdings, LLC
Lease No. 430034626
Application No. 43-0129236-005

LOCATION: 304 NW Flagler Avenue, Stuart
St. Lucie River, Martin County

CONSIDERATION: \$17,805.78, representing (1) \$14,244.62 as the initial annual lease fee computed at the base rate of \$0.174244 per square foot, pursuant to rule 18-21.011(1)(b)1., F.A.C.; and (2) \$3,561.16 as the one-time 25 percent surcharge payment for the initial area, pursuant to rule 18-21.011(1)(b)3., F.A.C. Sales tax and county discretionary sales surtax will be assessed, pursuant to sections 212.031 and 212.054, F.S., if applicable. The lease fee shall be adjusted based on six percent of the annual income if it proves to be greater than the fee computed at the base rate, pursuant to rule 18-21.011(1)(a)1., F.A.C.

STAFF REMARKS: In accordance with rules adopted pursuant to sections 373.427(2) and 253.77(2), F.S., this "Recommended Consolidated Notice" contains a recommendation for issuance of both the permit required under part IV of chapter 373, F.S., and the authorization to use sovereignty submerged lands under chapter 253, F.S. The Board of Trustees is requested to act on those aspects of the activity which require authorization to use sovereignty submerged lands.

Item 2, cont.

The project is required to demonstrate that it is “not contrary to the public interest,” pursuant to Article X, Section 11 of the Florida Constitution, chapter 253, F.S., and rule 18-21.004(1)(a), F.A.C. The applicant has provided reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the goals and objectives of the “Conceptual State Lands Management Plan”; is consistent with the local government’s comprehensive plan; and will not interfere with the riparian rights of adjacent property owners. Therefore, the Department of Environmental Protection (DEP) is of the opinion that the proposal is “not contrary to the public interest” and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

Background

The original lease containing 192,025 square feet for a 96-slip commercial docking facility was approved by the Board of Trustees on November 22, 2005. The lease was subsequently modified to reconfigure the docking facility and reduce the number of slips to 51 to accommodate larger vessels within the existing lease area. The docking facility was never constructed, so the lease was canceled on May 3, 2010.

The applicant acquired the upland property, which consists of a vacant office building and a parking lot, on August 19, 2015.

Project Detail

The applicant is proposing to construct a 49-slip commercial docking facility to accommodate vessels ranging from 30 to 100 feet in length with drafts up to 7 feet. The applicant is proposing to rent 80 percent of the slips to the general public on a first-come, first-served basis. The remaining slips may be utilized by the applicant, or future upland tenant(s), for potential boat sales.

The applicant is also proposing to install a 523-linear-foot piling supported wave break along the north and east sides of the northernmost dock. The proposed wave break will have a minimum of 5 feet of clearance from the existing bottom to allow for water flow, while reducing wave energy, and to allow manatees to pass under the structure.

The proposed docking facility crosses the Florida Department of Transportation’s (FDOT) right-of-way beneath the Roosevelt Bridge. FDOT has reviewed the proposed project and stated, on June 3, 2016 and February 28, 2017, that it has no objection to the project. However, the applicant must obtain an FDOT Construction Agreement Permit to cover the foot bridge within the FDOT right-of-way. This requirement has been addressed as a special approval condition.

Noticing/Interested Parties

The project was noticed to property owners, within a 500-foot radius of the project, and other interested parties, pursuant to rule 18-21.005(3), F.A.C., and no objections were received.

Item 2, cont.

(See Attachment 2, Pages 1-45)

**RECOMMEND APPROVAL SUBJECT TO THE SPECIAL APPROVAL CONDITION,
THE SPECIAL LEASE CONDITIONS, AND PAYMENT OF \$17,805.78**

Item 3 Bay County Option Agreement/Non-Conservation Base Buffering/Naval Support Activity Panama City

REQUEST: Consideration of (1) an option agreement to acquire approximately 8.4 acres for non-conservation base buffering from Bay County; (2) designation of Bay County as the Interim Manager; and (3) designation of the United States of America, by and through the Department of the Navy, Naval Support Activity Panama City, as the manager of the 8.4-acre parcel.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Bay

LOCATION: Section 04, Township 04 South, Range 15 West

CONSIDERATION: \$1,670,000

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	<u>SELLER'S</u> <u>PURCHASE</u> <u>PRICE</u>	<u>TRUSTEES'</u> <u>PURCHASE</u> <u>PRICE</u>	<u>OPTION</u> <u>DATE</u>
		<u>(01/28/16)</u> Chandler	<u>(01/28/16)</u> Griffith				
Bay County	8.4	\$1,885,000	\$1,855,000	\$1,885,000	\$2,900,000*	\$1,670,000** (89%)	120 days from BOT approval

*Seller purchased the property November 15, 2010.

**\$198,809 per acre. The appraisals state the property was approved for an 88-unit townhome complex, of which 8 units have been built.

STAFF REMARKS: The subject parcel is designated as a Tier 1 priority parcel in the Department of Economic Opportunity/Florida Defense Support Task Force's Military Base Protection Program. This program originated in the 2012 Legislative session (chapter 2012-98, Laws of Florida) and was created to assist Florida's military bases with any potential encroachment challenges from incompatible development that may require the base to alter their mission. This program allows the Board of Trustees to acquire property, in fee or less-than-fee, around Florida's military bases. In 2014, the Legislature appropriated \$7,489,975 (Chapter 2014-1, section 38, Laws of Florida) for the acquisition of non-conservation land adjacent to MacDill Air Force Base (AFB), Naval Support Activity (NSA) Panama City, and Naval Station Mayport, for the purpose of securing and protecting these installations against encroachment.

Item 3, cont.

With reductions in defense spending and the possibility of a future Base Realignment and Closure (BRAC), any incompatible development, and noise or pollution complaints could make any of Florida's military bases vulnerable to BRAC action. NSA Panama City employs approximately 3,000 military and civilian personnel, with a payroll of more than \$330 million. It supports 19 tenant commands with a wide range of military missions with an annual economic impact of approximately \$600 million to the local area. NSA Panama City is also home to the new \$9 million, 30,000-square-foot VA Outpatient Clinic which treats veterans from northwest Florida and southern Alabama. In 2017, NSA Panama City will add the Navy's next generation Landing Craft Air Cushion 100 to its fleet of Research and Development platforms. NSA Panama City has evolved over the years to meet the demanding requirements of the U. S. Navy, which is to "Defend today and plan for tomorrow" in response to national needs that are constantly changing.

NSA Panama City Encroachment Impacts

NSA Panama City is home to the Naval Surface Warfare Center, Panama City Division, which conducts Research, Development, Testing, and Evaluation (RDT&E) for the Navy's newest ships and autonomous vehicles. Its major expertise is in engineering and scientific disciplines in the mission areas of mine warfare, expeditionary warfare, special warfare, and diving and life support. It is also home to the Naval Diving and Salvage Training Center, an all service dive school which instructs students in basic, specialized, and advanced fleet readiness training. The United States Coast Guard Panama City Search and Rescue Station also borders the subject parcel. The Coast Guard Station is home to five tenant commands including two Coast Guard cutters. All these commands utilize Alligator Bayou which is a restricted access waterway located at NSA Panama City.

Acquisition of the subject parcel will prevent development along two sides of NSA Panama City and will create a much-needed buffer from sensitive RDT&E mission areas and training being conducted in Alligator Bayou. The initial development of the subject parcel created a retaining wall and raised the elevation by nearly 5 feet along portions of NSA Panama City's fence. Both Bay County's Joint Land Use Study and NSA Panama City's Encroachment Action Plan identified the subject parcel as an encroachment concern due to Anti-Terrorism and Force Protection issues. Further development of the subject parcel would provide clear observation to sensitive RDT&E areas and would also present an intrusion concern due to the raised elevation of the subject parcel.

Project Description

Bay County owns the subject parcel along the southwest perimeter of NSA Panama City. Acquisition of the subject parcel supports NSA Panama City's efforts in encroachment mitigation and promotes future mission growth at the installation. It will provide a security and observation buffer to the most sensitive and utilized area on the installation and prevent major interruptions to the military mission.

Pursuant to section 288.980, F.S., the Department of Environmental Protection (DEP) is to acquire specific non-conservation lands for base buffering for the purpose of securing and protecting the

Item 3, cont.

installations against incompatible encroachments. There are three ownerships with multiple parcels, located near three installations, designated as top priority. This is the third acquisition of the program and DEP is proposing to acquire the subject parcel in fee, pursuant to section 253, F.S., which provides guidelines for acquisition of non-conservation lands.

Mortgages and Liens/Encumbrances

All mortgages and liens will be satisfied at the time of closing. Therefore, DEP will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Closing Information

A title insurance commitment, and an environmental site assessment will be provided by the buyer prior to closing. A survey will be provided by the seller prior to closing and the buyer will reimburse the survey cost.

Management

The subject parcel will be managed by the Department of the Navy, NSA Panama City. However, the Navy cannot actively manage the subject parcel until it has an interest in the subject parcel, as in a lease agreement. Bay County has agreed to be the interim manager until a lease agreement is signed by the Department of Navy, NSA Panama City. The townhomes will be used for storage initially.

Comprehensive Plan

This acquisition is consistent with section 187.201(21), F.S., the Economy section of the State Comprehensive Plan.

(See Attachment 3, Pages 1-29)

RECOMMEND APPROVAL

Item 4 Conservation Trust for Florida, Inc., Assignment of Option Agreement/Silver Springs Sandhill/Florida's First Magnitude Springs Florida Forever Project

REQUEST: Consideration of the acceptance of an assignment of option agreement to acquire approximately 465.44 acres within the Florida's First Magnitude Springs Florida Forever project from Conservation Trust for Florida, Inc.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Marion

Item 4, cont.

LOCATION: Sections 35 and 36, Township 14 South, Range 22 East

CONSIDERATION: \$4,500,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>Catlett (06/09/16)</u>	<u>Roper (06/09/16)</u>				
Silver Springs Sandhill*	465.44	\$5,818,000	\$5,600,000	\$5,818,000	\$5,224,743	\$4,500,000** (77%)	120 days after BOT approval

*The parcel is comprised of three separate ownerships: Silver Springs Ocala, LLC, Edgewood Ocala, LLC, and Edgewood Ocala II, LLC, that have agreed to sell as a single parcel.

**\$9,668 per acre.

STAFF REMARKS: The subject parcel is located within the Florida’s First Magnitude Springs Florida Forever project, ranked number 1 in the Florida Forever Partnerships & Regional Incentives Projects category approved by the Board of Trustees on April 26, 2016. The Florida’s First Magnitude Springs project contains 16,006 acres, of which 9,425 acres have been acquired or are under agreement to be acquired. If the Board of Trustees approves this agreement, 6,116 acres, or 38 percent of the project, will remain to be acquired.

Project Description

Large springs of clear, continuously flowing water are among Florida’s most famous and important natural and recreational resources. The cavernous, water-filled rocks of the Floridan Aquifer supply the largest springs. By preserving the land around the springs, this project will aid in the protection of springs, karst windows, and the Floridan Aquifer from the effects of commercial, residential, and agricultural runoff; clearcutting and mining. This project will ensure that Floridians and visitors from all over the world will be able to enjoy Florida springs for years to come.

Property Description

The subject parcel, known as the Silver Springs Sandhill, is an important addition to the complex of public lands protecting Silver Springs and the Ocklawaha River Aquatic Preserve. Silver Springs Sandhill connects Marion County’s Coehadjoe Park, along its western boundary, to the Indian Lake State Forest just across a county-owned powerline right-of-way on its northern boundary. Silver Springs Sandhill is in central Marion County less than a mile from the Ocala city limits.

Conservation and appropriate resource management of Silver Springs Sandhill’s highly permeable soils would aid groundwater recharge and provide greater aquifer protection for Silver Springs. Conserving the subject parcel will prevent the pollutants and excess nutrients potentially associated with more intensive land development from leaching into the aquifer. Silver Springs Sandhill’s proximity to Silver Springs’ headsprings makes the subject parcel essential to the protection and health of the springs and the associated fish and wildlife species that depend on a healthy aquatic system for persistence. Once acquired, conservation of the site will increase habitat

Item 4, cont.

for imperiled, rare, and more common wildlife species and native flora species, as well as provide habitat connectivity with similar additional species found on adjacent conservation lands

Public acquisition of this project will contribute to the Florida Forever goals of ensuring sufficient quantities of water are available to meet the current and future needs of natural systems and citizens of the state; increasing natural resource-based public recreation and educational opportunities by connecting Coehadjoe Park and Indian Lakes State Forest, and increasing the amount of open space available in urban areas. Lying less than one mile northwest of Silver Springs, the project protects an area of high aquifer recharge within the Basin Management Action Plan.

Multi-Party Acquisition Agreement

Pursuant to a Multi-Party Acquisition Agreement (MPAA) entered into between DEP and Conservation Trust for Florida, Inc. (CTF), CTF has negotiated an option agreement to purchase the subject parcel from Silver Springs Ocala, LLC, Edgewood Ocala, LLC, and Edgewood Ocala II, LLC, and shall offer to the Board of Trustees the right to purchase an assignment of its option agreement. If the Board of Trustees approves the assignment, the Board of Trustees may exercise the option to purchase, pursuant to the assignment of option agreement, from Silver Springs Ocala, LLC, Edgewood Ocala, LLC, and Edgewood Ocala II, LLC.

Mortgages and Liens/Encumbrances

All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259 F.S. acquisitions and to resolve them appropriately. Therefore, DEP will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Closing Information

A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer.

Management

The subject parcel will be managed by Marion County as part of the Coehadjoe Park. Coehadjoe Park is primarily intact sandhill habitat with trails, tennis, basketball, and restroom facilities.

The landscape connectivity provided by Silver Springs Sandhill has the potential for many resource-based, public outdoor recreation activities, including a significant recreational trail opportunity that may provide a trail connection between Coehadjoe Park and Indian Lake State Forest. In addition, acquisition of Silver Springs Sandhill will allow for Coehadjoe Park to serve as a trailhead for a regionally significant trail system contemplated by the Marion County Silver Springs Regional Connectivity Plan.

Comprehensive Plan

This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

Item 4, cont.

(See Attachment 4, Pages 1-77)

RECOMMEND APPROVAL

Item 5 Chapter 18-2, F.A.C., Final Rule Adoption

REQUEST: Consideration of a request to (1) approve final rules 18-2.019 and 18-2.020, F.A.C., as amended; and (2) file these rules as amended for final adoption with the Department of State, pursuant to section 120.54(3)(e)1., F.S.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Statewide

APPLICANT: Department of Environmental Protection (DEP)

STAFF REMARKS:

Background

Notice of Development of Rulemaking and Workshops: DEP, as staff to the Board of Trustees, published a Notice of Development of Rulemaking for proposed amendments to Chapter 18-2, F.A.C., in the *Florida Administrative Register* (FAR), on July 1, 2015, and held one workshop on July 22, 2015.

Joint Administrative Procedures Committee (JAPC) Review: At DEP's request, staff at JAPC reviewed the draft rules and sent DEP preliminary comments, which DEP addressed. On October 27, 2015, the Board of Trustees authorized DEP to publish a Notice of Proposed Rule in the FAR to amend four rules in Chapter 18-2, F.A.C. (Management of Uplands Vested in the Board of Trustees), and to file the proposed amendments for final adoption with the Department of State if a Notice of Change was not required. After publishing the Notice of Proposed Rule in the FAR, JAPC provided DEP with official comments to Rules 18-2.019 and 18-2.020, F.A.C. DEP requested that these two rule sections be tolled to address JAPC's concerns and any changes that might be required due to proposed 2016 legislative revisions to Chapters 253 and 259, F.S. The amendments to Rules 18-2.017 and 18-2.018, F.A.C., were filed for adoption with the Department of State and became effective on March 2, 2016.

Initial Amendments Published in the Notice of Proposed Rule

The Notice of Proposed Rule for Chapter 18-2, approved by the Board of Trustees on October 27, 2015, and published in the FAR on December 17, 2015, proposed to amend Rules 18-2.019 and 18-2.020, F.A.C., as follows:

Item 5, cont.

- **Rule 18-2.019, F.A.C. (Procedures to Obtain Authorization)**
 - Remove outdated references to Development of Regional Impact (DRI) and Preliminary Development Agreement (PDA) reviews.
 - Update application requirements for state agencies, state universities, and Florida College System institutions to require plans to be submitted to the Board of Trustees when applying to use uplands as required by changes in Chapter 2013-152, Laws of Florida.

- **Rule 18-2.020, F.A.C. (Payments and Consideration)**
 - Update rule to require appraisals when selling surplus land estimated to be valued over \$500,000 as required by changes in Chapter 2013-152, Laws of Florida.
 - Update the determination of value for private easements.
 - Clarify that there are no fees for public easements.
 - Update earnest money deposits for bids.

Additional Amendments to Address JAPC Comments

DEP has continued to work with JAPC to resolve its concerns and proposes the following additional amendments to these two rules:

- **Rule 18-2.019, F.A.C. (Procedures to Obtain Authorization)**
 - Revise rule to correct subsection numbering and statutory citations.
 - Revise language to ensure the proposed rule does not reiterate the statute.
 - Clarify timeframe for submitting business plans for consideration by the Board of Trustees.
 - Change the term state agency to state university to be consistent with Section 253.0341, F.S., and for internal consistency.
 - Remove reference to a timeline for renovation or construction of capital improvements.

- **Rule 18-2.020, F.A.C. (Payments and Consideration)**
 - Revise language to ensure the proposed rule does not reiterate the statute.
 - Revise grammar.

DEP must publish a Notice of Change to address JAPC's comments and changes to several statutory references. If the final amendments to Rules 18-2.019 and 18-2.020, F.A.C., are approved by the Board of Trustees, DEP will publish the required Notice of Change and file these two rules for adoption with the Department of State.

(See Attachment 5, Pages 1-13)

RECOMMEND APPROVAL

Item 6 DEP’s FY 2016-2017 2nd Quarter Performance Accountability Measures

REQUEST: Consideration of the Department of Environmental Protection’s Fiscal Year 2016-2017 2nd Quarter Performance Accountability Measures.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

STAFF REMARKS: In accordance with the Cabinet Governance Guidelines, approved on March 10, 2015, the Department of Environmental Protection is submitting its Fiscal Year 2016-2017 2nd Quarter Performance Accountability Measures.

(See Attachment 6, Pages 1-2)

RECOMMEND ACCEPTANCE

Item 7 Clark Cattle & Citrus Conservation Easement/FDACS/Rural & Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a 212-acre perpetual conservation easement over lands lying within the Clark Cattle & Citrus project of the Florida Department of Agriculture and Consumer Services’ Florida Forest Service (FDACS/FFS) Rural & Family Lands Protection Program (RFLPP) from Clark Cattle & Citrus, Inc. (Ray Clark, President); and (2) designation of FDACS/FFS as the monitoring agency.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

APPLICANT: Florida Department of Agriculture and Consumer Services’ Florida Forest Service

COUNTY: Polk

LOCATION: Portion of Section 16, Township 26 South, Range 24 East

CONSIDERATION: \$171,900

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY Williams (09/12/16)	APPROVED <u>VALUE</u>	SELLER’S PURCHASE <u>PRICE</u>	TRUSTEES’ PURCHASE <u>PRICE</u>	OPTION <u>DATE</u>
Clark Cattle & Citrus	212	\$191,000*	\$191,000	**	\$171,900***	120 days after BOT approval

*Fee value for the Williams appraisal is \$848,000.
**Property was assembled over many years by Clark Cattle & Citrus, Inc.
***The purchase price for the conservation easement is \$810.85 per acre.

Item 7, cont.

STAFF REMARKS:

This acquisition was negotiated by FDACS/FFS under its RFLPP. If approved, this will be the thirty-second perpetual conservation easement proposed for acquisition, with a total of approximately 27,861 acres preserved under the RFLPP. The Clark Cattle & Citrus project is ranked in Tier One on the 2016 RFLPP Acquisition List.

PROPERTY DESCRIPTION:

The Clark Cattle & Citrus property consists of 212 +/- acres in Polk County, about five miles northwest of Polk City. With this easement the entire project will be placed under protection.

The property is managed as a hay and cow-calf operation, with approximately 90 head of Brahma/Angus Cross cows. It is dominated by pasture and contains cypress domes scattered throughout that vary in size and age.

The property is located within the Green Swamp-Peace River Headwaters Florida Forever Project and is nearly surrounded by properties that are either under conservation easement or are otherwise protected. These areas include the Green Swamp/Bass Conservation Easement, Green Swamp Land Authority Land Protection Agreements, and two separate Green Swamp Florida Forever Projects (Withlacoochee River Headwaters and Hilochee Corridor). This conservation easement will fill a significant conservation gap and provide additional connectivity for the improved management of these lands.

The owners have observed several rare species on the property, including Florida scrub jay, Florida sandhill crane, and wood stork.

PROHIBITED USES:

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited.
- The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc.
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property.
- Concentrated and confined animal feed lot operations as defined by the United States Department of Agriculture.

Item 7, cont.

- New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement.
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.
- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those BMPs may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs.
- Actions or activities that may scientifically be expected to adversely affect threatened or endangered species.
- Any subdivision of the Property.
- Commercial water wells on the Property.
- Harvesting of cypress trees in the designated Significant Natural Areas (SNAs).
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S
- Conversion of SNAs to more improved areas.
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

OWNER'S RIGHTS:

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property.

Item 7, cont.

- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency.
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.
- The right to contest tax appraisals, assessments, taxes and other charges on the Property.
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches, swales, water conveyance structures, or other improvements and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement.
- The right to exclusive use of the improvements on the Property.
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities.
- The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.
- Boundary Maintenance. Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement.
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, recreation, eco-tourism activities, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such rights.
- Grantor reserves one five-acre building envelope for a future homesite and the right to develop not more than 45,000 contiguous square feet of impervious surfaces on the easement property within the building envelope. Impervious surfaces are defined as material that does not allow

Item 7, cont.

water to percolate into the soil on the Property; this includes, but is not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Any such development may not be constructed within the SNAs. Grantor shall provide legal descriptions for the building envelope prior to development.

- The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited. Notwithstanding this prohibition the Grantee may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easement Purposes. Existing utilities may be replaced or repaired at their current location.

ENCUMBRANCES:

There are no known encumbrances on the property that adversely affect marketability or the ability to enforce the rights granted under the easement.

MORTGAGES AND LIENS:

All mortgages and liens will be satisfied or subordinated at the time of closing.

On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, DEP staff will review, evaluate and implement an appropriate resolution for these and any other title issues that arise prior to closing.

CLOSING INFORMATION:

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FFS prior to closing.

EASEMENT MONITOR:

This perpetual conservation easement will be monitored by the FFS.

COMPREHENSIVE PLAN:

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(See Attachment 7, Pages 1-89)

RECOMMEND APPROVAL

Item 8 Charlie Creek Cattle Company #1 Conservation Easement/FDACS/Rural & Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a 1,197-acre perpetual conservation easement over lands lying within the Charlie Creek Cattle Company (owned by Michael and Carol Sanders) project of the Florida Department of Agriculture and Consumer Services’ Florida Forest Service (FDACS/FFS) Rural & Family Lands Protection Program (RFLPP) from Carol Butt Waller, also known as Carol Butt Waller Sanders; and (2) designation of FDACS/FFS as the monitoring agency.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

APPLICANT: Florida Department of Agriculture and Consumer Services’ Florida Forest Service

COUNTY: Hardee

LOCATION: Portions of Sections 19, 20, and 21, Township 33 South, Range 27 East

CONSIDERATION: \$2,154,600

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER’S PURCHASE PRICE</u>	<u>TRUSTEES’ PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>String (08/11/16)</u>	<u>Holden (08/11/16)</u>				
Charlie Creek Cattle Company	1,197	\$2,395,000*	\$2,394,000*	\$2,395,000	**	\$2,154,600***	120 days after BOT approval

*Fee value for the String appraisal is \$4,310,000; the fee value for the Holden appraisal is \$4,309,200.

**Property was assembled over a number of years by the Sanders Family.

***The purchase price for the conservation easement is \$1,800 per acre.

STAFF REMARKS:

This acquisition was negotiated by FDACS/FFS under its RFLPP. If approved, this will be the thirty-third perpetual conservation easement proposed for acquisition, with a total of approximately 29,058 acres preserved under the RFLPP. The Charlie Creek Cattle Company project is ranked in Tier One on the 2016 RFLPP Acquisition List.

PROPERTY DESCRIPTION:

The Charlie Creek Cattle Company property consists of 3,440 +/- acres in Hardee County, between Wauchula and Avon Park with frontage along Old Town Creek Road. If this easement and the associated easement in the next item are approved, it will place approximately 52.6% of the project under protection.

The ranch was acquired by Carol Sanders’ grandfather, Mel Smith, who moved from Georgia and settled on the property in the early 1920’s. The property has been managed by the family for the

Item 8, cont.

past 90 years as a commercial cow-calf operation with a herd of 125 head of Brangus crossbred cattle and approximately 50 head of purebred Brahma cattle. The property contains a mix of improved pasture and native range, as well as bottomland hardwood natural areas and multiple wetland habitats, including an open marsh and wildlife travel corridors. Charlie Creek, a tributary of the Peace River, flows through the property for more than three miles. A platted subdivision has been established northeast of the property and phosphate mining is occurring north of the property.

This property is adjacent to the recently acquired Fussell Old Town Creek RFLPP conservation easement and is within one mile of the Old Town Creek Watershed Florida Forever project.

The owner reports the presence of gopher tortoise (state-threatened), Sherman's fox squirrel (state species of special concern), burrowing owl (state species of special concern), and Florida sandhill crane (state-threatened). Some wide-ranging species that are cited in the application and may pass through the property include eastern indigo snake (federally-threatened) and swallow-tailed kite.

PROHIBITED USES:

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited.
- The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc.
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property.
- Concentrated and confined animal feed lot operations.
- New construction or placing of temporary or permanent buildings, mobile homes, or other structures in, on or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement.
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.

Item 8, cont.

- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those BMPs may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs.
- Actions or activities that may scientifically be expected to adversely affect threatened or endangered species.
- Any subdivision of the Property.
- Commercial water wells on the Property.
- Harvesting of cypress trees in the designated Significant Natural Areas (SNAs).
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.
- Conversion of SNAs to more improved areas.
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

OWNER'S RIGHTS:

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency.
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.
- The right to contest tax appraisals, assessments, taxes, and other charges on the Property.
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches, swales, water conveyance structures, or other improvements and such other facilities on the Property as depicted in the BDR, except on SNAs.

Item 8, cont.

- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement.
- The right to exclusive use of the improvements on the Property.
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities.
- The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.
- Boundary Maintenance. Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement.
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, recreation, eco-tourism activities, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such rights.

ENCUMBRANCES:

There are no known encumbrances on the property that adversely affect marketability or the ability to enforce the rights granted under the easement.

MORTGAGES AND LIENS:

All mortgages and liens will be satisfied or subordinated at the time of closing.

On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, DEP staff will review, evaluate, and implement an appropriate resolution for these and any other title issues that arise prior to closing.

CLOSING INFORMATION:

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FFS prior to closing.

Item 8, cont.

EASEMENT MONITOR:

This perpetual conservation easement will be monitored by the FFS.

COMPREHENSIVE PLAN:

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(See Attachment 8, Pages 1-65)

RECOMMEND APPROVAL

Item 9 Charlie Creek Cattle Company #2 Conservation Easement/FDACS/Rural & Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire a 612-acre perpetual conservation easement over lands lying within the Charlie Creek Cattle Company (owned by Michael and Carol Sanders) project of the Florida Department of Agriculture and Consumer Services' Florida Forest Service (FDACS/FFS) Rural & Family Lands Protection Program (RFLPP) from Michael C. Sanders; and (2) designation of FDACS/FFS as the monitoring agency.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

APPLICANT: Florida Department of Agriculture and Consumer Services' Florida Forest Service

COUNTY: Hardee

LOCATION: Portions of Sections 16, 17, and 18, Township 33 South, Range 27 East

CONSIDERATION: \$1,101,600

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>String (08/11/16)</u>	<u>Holden (08/11/16)</u>				
Charlie Creek Cattle Company	612	\$1,225,000*	\$1,224,000*	\$1,225,000	**	\$1,101,600***	120 days after BOT approval

*Fee value for the String appraisal is \$2,205,000; the fee value for the Holden appraisal is \$2,264,400.

**Property was assembled over a number of years by the Sanders Family.

***The purchase price for the conservation easement is \$1,800 per acre.

Item 9, cont.

STAFF REMARKS:

This acquisition was negotiated by FDACS/FFS under its RFLPP. If approved, this will be the thirty-fourth perpetual conservation easement proposed for acquisition, with a total of approximately 29,670 acres preserved under the RFLPP. The Charlie Creek Cattle Company project is ranked in Tier One on the 2016 RFLPP Acquisition List.

PROPERTY DESCRIPTION:

The Charlie Creek Cattle Company property consists of 3,440 +/- acres in Hardee County, between Wauchula and Avon Park with frontage along Old Town Creek Road. If this easement and the associated easement in the previous item are approved, it will place approximately 52.6% of the project under protection.

The ranch was acquired in the early 1920's and has been managed by the family for the past 90 years as a commercial cow-calf operation with a herd of 125 head of Brangus crossbred cattle and approximately 50 head of purebred Brahma cattle. The property contains a mix of improved pasture and native range, as well as bottomland hardwood natural areas and multiple wetland habitats, including an open marsh and wildlife travel corridors. Charlie Creek, a tributary of the Peace River, flows through the property for more than three miles. A platted subdivision has been established northeast of the property and phosphate mining is occurring north of the property.

This property is adjacent to the recently acquired Fussell Old Town Creek RFLPP conservation easement and is within one mile of the Old Town Creek Watershed Florida Forever project.

The owner reports the presence of gopher tortoise (state-threatened), Sherman's fox squirrel (state species of special concern), burrowing owl (state species of special concern), and Florida sandhill crane (state-threatened). Some wide-ranging species that are cited in the application and may pass through the property include eastern indigo snake (federally-threatened) and swallow-tailed kite.

PROHIBITED USES:

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited.
- The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf, et
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property.

Item 9, cont.

- Concentrated and confined animal feed lot operations as defined by the United States Department of Agriculture.
- New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement.
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.
- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those BMPs may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs.
- Actions or activities that may scientifically be expected to adversely affect threatened or endangered species.
- Any subdivision of the Property.
- Commercial water wells on the Property.
- Harvesting of cypress trees in the designated Significant Natural Areas (SNAs).
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.
- Conversion of SNAs to more improved areas.
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

Item 9, cont.

OWNER'S RIGHTS:

- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property.
- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency.
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.
- The right to contest tax appraisals, assessments, taxes and other charges on the Property.
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches, swales, water conveyance structures, or other improvements and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement.
- The right to exclusive use of the improvements on the Property.
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities.
- The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.
- Boundary Maintenance. Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement.
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, recreation, eco-tourism activities, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such rights.

Item 9, cont.

ENCUMBRANCES:

There are no known encumbrances on the property that adversely affect marketability or the ability to enforce the rights granted under the easement.

MORTGAGES AND LIENS:

All mortgages and liens will be satisfied or subordinated at the time of closing.

On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, DEP staff will review, evaluate and implement an appropriate resolution for these and any other title issues that arise prior to closing.

CLOSING INFORMATION:

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FFS prior to closing.

EASEMENT MONITOR:

This perpetual conservation easement will be monitored by the FFS.

COMPREHENSIVE PLAN:

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(See Attachment 9, Pages 1-65)

RECOMMEND APPROVAL

Item 10 Walpole Ranch Conservation Easement/FDACS/Rural & Family Lands Protection Program

REQUEST: Consideration of (1) an option agreement to acquire an approximately 1,825-acre perpetual conservation easement over lands lying within the Walpole Ranch project of the Florida Department of Agriculture and Consumer Services' Florida Forest Service (FDACS/FFS) Rural & Family Lands Protection Program (RFLPP) from Seminole Cattle Operation, LLC (Edwin E. Walpole, III, Manager); and (2) designation of FDACS/FFS as the monitoring agency.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

APPLICANT: Florida Department of Agriculture and Consumer Services' Florida Forest Service

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COUNTIES: Martin & St. Lucie

LOCATION: Portions of Sections 5, 6, and 7, Township 38 South, Range 37 East; Portions of Sections 32 and 33, Township 37 South, Range 37 East

CONSIDERATION: \$3,285,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		<u>Holden (10/05/16)</u>	<u>String (10/05/16)</u>				
Walpole Ranch	1,824.77	\$4,197,000*	\$3,650,000*	\$4,197,000	**	\$3,285,000***	120 days after BOT approval

*Fee value for the Holden appraisal is \$8,941,000; the fee value for the String appraisal is \$8,210,000.

**Property was assembled over a number of years by the Walpole Family.

***The purchase price for the conservation easement is \$1,800.23 per acre. It is the intent of the seller to declare a charitable, non-cash contribution to the state.

STAFF REMARKS:

This acquisition was negotiated by FDACS/FFS under its RFLPP. If approved, this will be the thirty-fifth perpetual conservation easement proposed for acquisition, with a total of approximately 31,495 acres preserved under the RFLPP. The Walpole Ranch project is ranked in Tier One on the 2016 RFLPP Acquisition List.

PROPERTY DESCRIPTION:

The Walpole Ranch property is an approximately 1,825-acre cow/calf operation in Martin and St. Lucie Counties, about two miles northeast of Lake Okeechobee between the towns of Okeechobee and Indiantown. This easement will place approximately 100% of the project under protection.

Natural areas include depression marshes, baygall, pine flatwoods, hydric hammock, and scrub. There are 500 acres of wetlands which include Van Swearingen Creek. The property may also contain the remnants of Fort Van Swearingen, first erected in early 1838 and used in multiple Seminole Wars.

The property adjoins the privately-owned 2,675-acre Bluefield Ranch Mitigation Bank that is adjacent to St. Lucie County's 3,285-acre Bluefield Ranch Preserve and is in close proximity to other conservation areas. These areas include the South Florida Water Management District's Taylor Creek and Nubbin Slough Stormwater Treatment Areas, the Florida Fish and Wildlife Conservation Commission's Allapattah Flats Wildlife Management Area, as well as St. Lucie County's Paleo Hammock Preserve and Pinelands Preserve.

In addition, the property has been designated "Very High Priority" by the Florida Ecological Greenways Network, a model created to delineate the ecological component of a Statewide Greenways System plan developed by the Department of Environmental Protection's (DEP) Office of Greenways and Trails, under guidance from the Florida Greenways Coordinating Council and

Item 10, cont.

the Florida Greenways and Trails Council. The model uses data from FWC, Florida Natural Areas Inventory (FNAI), and DEP to identify a series of hubs, or core areas, of large, landscape-scale ecological significance, and a network of corridors connecting the hubs into a statewide ecological greenways system. A conservation easement on Walpole Ranch would enhance this corridor of protected lands and assist in creating a greenway network of ecological significance.

The owner reports the presence of crested caracara (federally-threatened), Florida sandhill crane (state-threatened), and gopher tortoise (state-threatened), plus two scrub species, large flowered rosemary (state-threatened) and nodding pinweed (state-threatened).

PROHIBITED USES:

- Dumping of non-biodegradable, toxic or hazardous substances, trash garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited.
- The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf, etc.
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, etc.
- Planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property.
- Concentrated and confined animal feed lot operations as defined by the United States Department of Agriculture.
- New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except as may be permitted hereinafter, or as necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in the Easement.
- Construction or placing of roads, billboards or other advertising, utilities, or structures, except those structures and unpaved roads necessary for the agricultural operations on the land or structures necessary for other activities allowed under the Easement, and except for linear facilities described in section 704.06(11), F.S. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee.
- Fertilizer use for agriculture activities shall be in accordance with agricultural Best Management Practices (BMPs) recommended by the Natural Resources Conservation Service

Item 10, cont.

or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those BMPs may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits, except as provided in the applicable BMPs.

- Actions or activities that may scientifically be expected to adversely affect threatened or endangered species.
- Commercial water wells on the Property.
- Harvesting of cypress trees in the designated Significant Natural Areas (SNAs).
- Mitigation banks pursuant to Section 373.4135, et. seq., F.S.
- Conversion of SNAs to more improved areas.
- Activities detrimental to the preservation of historical, architectural, archaeological, or cultural resources on the Property.
- Conversion of forested areas to non-forested areas as shown in the Baseline Documentation Report (BDR) within the SNAs.

OWNER'S RIGHTS:

- Agricultural and Related Rights. Except as prohibited by Article IV: (i) The right to utilize the Property for any agricultural and silviculture purposes and uses; (ii) The right to convert the existing Improved Pasture, as delineated in the BDR, to other agricultural and silviculture purposes and uses; (iii) The right to engage in cattle grazing on the existing Improved Pasture as set forth in the BDR, including the right to maintain, utilize, fertilize, and mow such pasture; (iv) The right, as part of the cattle operation, to supplement the cattle using mineral, hay and molasses; (v) The right to use current technologies on the Property, including but not limited to fertilizers, pesticides and herbicides commonly used on agricultural property in the State of Florida at such time; and (vi) The right to install, use, maintain, replace and repair non-commercial ground water wells on the Property.
- Any and all agricultural uses shall be conducted in accordance with Best Management Practices adopted by Florida Department of Agriculture and Consumer Services, or its successor agency, as amended from time to time, and in compliance with all laws, rules, and regulations.
- Grantor has, and shall be deemed hereby to have retained, the underlying fee simple absolute title in the Property.

Item 10, cont.

- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the FDACS' FFS or its successor agency.
- The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.
- The right to contest tax appraisals, assessments, taxes and other charges on the Property.
- The right to continue to use, maintain, repair, and reconstruct, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches, swales, water conveyance structures, or other improvements and such other facilities on the Property as depicted in the BDR, except on SNAs.
- The right to sell, devise or otherwise transfer ownership of the Property to a third party. This right, however, does not include the right to sell the remaining property rights on the Property for the purposes of a conservation easement or other restriction that would divest the Property of its use under the terms and conditions of the Easement.
- The right to exclusive use of the improvements on the Property.
- Grantor shall obtain and comply with all permits for management of stormwater, for water wells and consumptive uses as may be required by the water management district or any successor agency having jurisdiction over those activities.
- The right to construct, after giving notice to Grantee, buildings or other structures incident to agricultural uses carried on in accordance with sound agricultural practices. Such buildings shall not be used as residences.
- Boundary Maintenance. Nothing shall prohibit Grantor from establishing (by survey, fencing or marking) and maintaining property lines around the perimeter of the Property to protect the Property from trespassing and to assist Grantor in the management of the Property in accordance with the Easement.
- The right to observe, maintain, photograph, introduce, and stock native fish or wildlife on the Property, to use the Property for hiking, recreation, eco-tourism activities, and horseback riding. Grantor reserves, and shall continue to own, the hunting and fishing rights on or related to the Property and Grantor may lease and sell privileges of such right

Item 10, cont.

- Grantor reserves the right to subdivide the Property into not more than three approximately equal parcels, of not less than 500 acres each. Grantor shall provide legal descriptions for the three parcels. There shall be no further subdivision of the Property which is the subject of this Agreement. It is understood by Grantor and Grantee that the three parcels will be conveyed to Grantor's children and such conveyances shall not be subject to the provisions of Article VIII, Paragraph G.1.
- Grantor reserves the right to develop up to 45,000 square feet of impervious surfaces per farm or ranch parcel, as identified in Exhibit C within a building envelope for each subdivided parcel referenced in Paragraph M, above. The building envelopes are limited to 10 acres in size. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property; this includes, but is not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Any such development may not be constructed within the SNAs. If at a later date Grantor determines that a different location would be better for the additional building envelope, Grantor must contact Grantee for approval; however, the building envelope will not be greater in size than the building envelopes depicted in Exhibit C.
- The Property may be improved by a single family residence and related structures to be located within each building envelope, as well as construction of a roadway for access to and from the buildings. Any improvements are subject to Article V, Paragraph N, referenced above. This right includes the right to install connections to normal utility systems, such as electric, cable, water and sewer, and telephone. If a connection to a sewer system is not available, this right shall include the right to install septic systems. This right includes the right to maintain, repair, reconstruct, and enlarge such residences and the immediate surrounding areas for the use and enjoyment of a family that resides in such residences, including the right to construct and maintain ancillary structures. Family residences and related or ancillary structures cannot be within a SNA.

ENCUMBRANCES:

There are no known encumbrances on the property that adversely affect marketability or the ability to enforce the rights granted under the easement.

MORTGAGES AND LIENS:

All mortgages and liens will be satisfied or subordinated at the time of closing.

On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to DEP the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, DEP staff will review, evaluate and implement an appropriate resolution for these and any other title issues that arise prior to closing.

Item 10, cont.

CLOSING INFORMATION:

A title insurance commitment, a survey, and an environmental site assessment of the property will be provided by FFS prior to closing.

EASEMENT MONITOR:

This perpetual conservation easement will be monitored by the FFS.

COMPREHENSIVE PLAN:

This acquisition is consistent with section 187.201(22), F.S., the Agriculture Section of the State Comprehensive Plan.

(See Attachment 10, Pages 1-76)

RECOMMEND APPROVAL