

**AGENDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
September 21, 2021**

Attachments to the items below can be viewed at the following link:

<https://floridadep.gov/cab/cab/content/agendas>

Item 1 Minutes

Submittal of the Board of Trustees' Minutes from the May 4, 2021, and June 15, 2021, 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 <https://floridadep.gov/cab/cab/content/agendas>)

RECOMMEND APPROVAL

Item 2 BOT/ The Florida State University Board of Trustees/ Bloomfield Holdings, LLC, Exchange Agreement/ Determination

REQUEST: Consideration of (1) a determination that, pursuant to Rule 18-2.018(3)(b)1.c., F.A.C., an exchange of three parcels of state-owned non-conservation land in Leon County, totaling approximately 1.64-acres, provides a greater benefit to the public than retention in Board of Trustees' ownership; and (2) approval of an exchange agreement to convey the three parcels, totaling approximately 1.64-acres, in exchange for a privately owned, 0.40-acre parcel, containing a 32,732 square foot. office building, from Bloomfield Holdings, LLC, a Georgia Domestic Limited Liability Company.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Leon

APPLICANT: The Florida State University Board of Trustees (FSU)

LOCATION: 200 W. College Avenue, Tallahassee

CONSIDERATION: Parcel-for-parcel with \$187,000 in cash boot to be deposited into the Internal Improvement Trust Fund.

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>EXCHANGE VALUE</u>	<u>CLOSING DATE</u>
		Griffith <u>(11/03/20)</u>	Marr <u>(11/03/20)</u>		
BOT	1.64±	\$3,184,000	\$3,090,000	\$3,137,000*	
Bloomfield Holdings, LLC	0.4±	Brown <u>(5/28/21)</u> \$3,000,000	Griffith <u>(5/28/21)</u> \$2,900,000	\$2,950,000*	60 days after BOT approval

*Average of two appraisals

Item 2, cont.

STAFF REMARKS:

FSU currently leases three Board of Trustees-owned parcels, made up of multiple platted lots, totaling 1.64 acres in downtown Tallahassee, under Board of Trustees Lease No. 2736 as part of the FSU campus. The parcels are used as scattered parking areas near the main campus. FSU is also leasing office space in a privately-owned 32,732 sq. ft. office building at 200 W. College Avenue. FSU is requesting the Board of Trustees approve the exchange of the scattered parcels for the .40-acre parcel, containing the office building, to expand administrative and program office space.

Background

Between 1996 and 2003, the Board of Trustees purchased most of the subject parcels as part of FSU's efforts to create an assemblage between the FSU's main campus and Gaines Street for campus expansion. However, the assemblage stalled over the next decade during the economic downturn, and as real estate values increased following private investment in the Gaines Street corridor. The parcels are vacant platted subdivided lots, intermingled among private ownerships, and are isolated from the main campus. The scattered parcels are candidates for surplus or exchange opportunities, as the remaining privately-owned parcels needed for the expansion efforts in this area were not able to be acquired.

A similar exchange was conducted in 2020 with an entity affiliated with Bloomfield Holdings, LLC for a single parcel-for-parcel exchange in this area for a parcel leased to FSU. The exchange was completed under authority delegated by the Board of Trustees.

Project Details

FSU is now requesting the Board of Trustees approve the exchange of these three scattered parcels for a .40-acre parcel containing a three-story, 32,732 square foot downtown office building under contract to Bloomfield Holdings, LLC. FSU currently leases office space in the building, which includes other short-term small office leases that will be terminated at the end of each individual lease term. The longest remaining lease term will expire in 2025, unless terminated by the lessee. FSU intends to use the property for administrative office space supporting various departments, programs, centers, institutes, units, and other state and university affiliated entities.

The office building is included in the most recent campus master plan and the proposed exchange was approved by the Florida State University Board of Trustees on June 17, 2021.

Exchanging the 1.64 acres of scattered individual parcels provides FSU the ability to transfer into a fully operational landmark office building; strategically located in close proximity to FSU's campus and downtown government buildings with frontage on Duval Street and College Avenue. Also, the proposed exchange is an opportunity to eliminate the management inefficiencies of three isolated holdings in the Pensacola St./St. Augustine St. corridor. The FSU Director of Transportation and Parking has reviewed the proposal and confirmed the loss of the small parking areas will not have a negative impact on overall campus parking.

Item 2, cont.

Bloomfield Holdings, LLC, is an affiliate of University Holdings, a small full-service student housing brokerage firm focusing on asset acquisitions, dispositions, development and property management primarily in the Southeast, based out of its home city of Athens, Georgia. The proposed plan is for Bloomfield Holdings LLC to develop the scattered lots into boutique student housing that will be situated near the main FSU campus.

Rule Requirement

Pursuant to Rule 18-2.018(3)(b)1.c., F.A.C., the conveyance of these three parcels by exchange must provide a greater benefit to the public than its retention in Board of Trustees' ownership. The Department offers the following to assist the Board of Trustees in making this determination:

- The original intent of acquiring the scattered lots was to assemble property that would ultimately benefit FSU. The "scattered lots" are now primarily used as parking areas, but their sizes and isolated locations make them difficult to manage and maintain. Without further assemblage, these lots create liability as they are frequently used for unauthorized parking, dumping, or trespass.
- Exchanging these lots would give the Board of Trustees a prime real estate asset with immediate operational utility, located in the prominent section of downtown Tallahassee.
- Exchanging these lots will allow further development of walkable student housing, proximate to campus, which is beneficial to student safety and potentially reduces the number of cars that park and travel in an area that is designed for student housing.
- FSU would receive an additional campus property that currently houses FSU offices with the potential to further consolidate its off-campus leases, allowing FSU to convert those lease expenses into support for a state-owned property.
- These costs savings will support FSU's ongoing recognition as having one of the highest ranked operating efficiencies among the nation's public universities – having ranked first or second for six consecutive years.

Noticing

Pursuant to section 253.115, F.S., noticing is not required for conveyances that are less than five acres in size.

Comprehensive Plan

The Department has determined the proposed exchange is not subject to the local government planning process.

(See Attachment 2, Pages 1-21)

RECOMMEND APPROVAL

Item 3 City of Doral Conveyance/ Determination

DEFERRED FROM THE MAY 4, 2021, AGENDA

REQUEST: Consideration of (1) a determination that approximately 0.98-acre of land owned by the Board of Trustees is (a) no longer needed for conservation purposes, pursuant to Article X, section 18 of the Florida Constitution and section 253.0341(1), F.S.; and (b) surplus; (2) a determination that the conveyance of a 0.98-acre parcel of state-owned conservation land will provide a greater benefit to the public than its retention in Board of Trustees’ ownership, pursuant to Rule 18-2.018(3)(b)1.c., F.A.C.; and (3) approval to convey the approximately 0.98-acre of state-owned conservation land to the City of Doral for public park purposes.

VOTING REQUIREMENT FOR APPROVAL: Three votes

COUNTY: Miami-Dade

APPLICANT: City of Doral

LOCATION: Section 28 Township 53 South, Range 40 East

CONSIDERATION: \$21,250.00 to be deposited into the Internal Improvement Trust Fund.

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY Waronker <u>(1/17/21)</u>	APPROVED <u>VALUE</u>	CLOSING <u>DATE</u>
BOT	0.98±	\$21,250.00	\$21,250.00	120 days after BOT approval

STAFF REMARKS: The Department of Environmental Protection’s (Department) Division of State Lands (DSL) received a request from the City of Doral (City) to acquire a 0.98-acre strip of state-owned conservation land (Parcel) that the City currently manages under Board of Trustees Lease No. 4617 as part of a city park. This isolated strip lies between City-owned park property and County-owned improved property with the current lease term expiring on August 23, 2059. The conveyance is being considered only at the request of the City as the parcel is not available for surplus to any agencies, local governments or the public while under lease. The City is in compliance with all terms of the lease.

Background

The Board of Trustees obtained the approximately 50 feet by 850 feet Parcel as part of a foreclosure master deed in 1935. Conservation funding was not used to acquire this parcel.

Project Detail

The City received its adjacent park property from Miami-Dade County (County) in 2004 with a deed restriction that it be maintained as a public park in perpetuity. There is also an Interlocal Agreement between the City and County stipulating the City would allow parking at the park during elections and election-related activities. The City is now planning major renovations and improvements for the park and has requested to acquire the isolated Parcel prior to committing

Item 3, cont.

bonded funds for the overall proposed improvements. The Parks General Obligation Bond was passed on November 6, 2018, for a total of \$150 million. The total bond covers multiple park projects throughout the City, with an estimated \$117 million specifically for Doral Central Park (Park).

The Parcel is located along the southern boundary of the Park at the proposed southern entrance from NW 87th Avenue. The Parcel will have a portion of a small road and traffic circle to provide better traffic flow within the Park and make it easier and more efficient to enter and exit the facility. The remainder of the Parcel will be used as overflow turf parking area.

Acquisition and Restoration Council

The proposed conveyance request to the City was approved by the Acquisition and Restoration Council on October 9, 2020.

Constitutional, Statutory, and Rule Requirements

Pursuant to Article X, section 18 of the Florida Constitution, the fee interest in real property may be disposed of only if the members of the governing board of the entity holding title determine the property is no longer needed for conservation purposes and only upon a vote of two-thirds of the governing board. Pursuant to section 253.0341(1), F.S., in order to surplus conservation lands, the Board of Trustees, by a vote of at least three members, must make a determination that the lands are no longer needed for conservation purposes. Pursuant to Rule 18-2.018(3)(b)1.c., F.A.C., the Board of Trustees must make a determination that conveying a parcel by sale, gift or exchange provides a greater benefit to the public than its retention in Board of Trustees' ownership. The Department recommends the Board of Trustees determine the conveyance is no longer needed for conservation purposes, provides a greater public benefit, and approve the conveyance. The Department offers the following to assist the Board of Trustees in making this determination:

The Parcel will:

- Be conveyed only to the City, as Lessee, with a deed restriction limiting the use of the property to public park purposes, which retains its conservation status. The land will revert at the option of the Board of Trustees if used for any other purpose.
- Continue to be available to the local community for park purposes as it is currently.
- Have overflow turf parking and a portion of the entrance road and traffic circle accessing the Park.
- Be owned and managed by the City instead of an isolated, stand-alone parcel owned by the Board of Trustees.

Comprehensive Plan

The Department has determined that the proposed action is not subject to the local government planning process.

(See Attachment 3, Pages 1-26)

RECOMMEND APPROVAL

Item 4 Wedgworth Farms, Inc. Option Agreement/ Conservation Easement/ Kissimmee-St. Johns River Connector Florida Forever Project

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 6,665 acres within the Kissimmee-St. Johns River Connector Florida Forever project from Wedgworth Farms, 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.

COUNTIES: Indian River and Okeechobee

LOCATION: Sections 04, 05, 08 through 10, 14 through 16, 22, 23, 25 through 27, 35 and 36, Township 33 South, Range 35 East

CONSIDERATION: \$15,000,000

<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 (04/08/21)</u>	<u>String (04/08/21)</u>				
Wedgworth Farms, Inc.	6,665	\$17,329,000	\$17,000,000	\$17,329,000	\$2,231,250*	\$15,000,000** (87%)	120 days after BOT approval

*Seller purchased 7,049 acres, including the subject property, in July 1981, for \$3,180,966.
**\$2,251 per acre.

STAFF REMARKS: The subject property is located within the Kissimmee-St. Johns River Connector Florida Forever project, ranked number 8 in the Florida Forever Less-Than-Fee category, approved by the Board of Trustees on May 4, 2021. The project contains 40,752 acres, of which 9,530 acres have been acquired or are under agreement to be acquired.

Project Description

The Kissimmee-St. Johns River Connector Florida Forever project provides a habitat and hydrological connection between the Fort Drum Marsh Conservation Area, to the east, and the Kissimmee Prairie State Preserve and the Ordway-Whittell Kissimmee Prairie Sanctuary to the west. This area is important for the Florida grasshopper sparrow, sandhill crane, mottled duck, wood stork, crested caracara, and other imperiled wildlife species, as most of the project is within a strategic habitat conservation area and central to the long-term conservation of these species. Acquiring lands within this project meets Florida Forever goals of increasing protection of Florida's biodiversity, as well as protecting and restoring the natural functions of the property. The project lies within a wildlife corridor of the Florida Ecological Greenways Network.

Property Description

The 6,665-acre subject property has been owned by Wedgworth Farms, Inc., for 30 years. The property, known as Osowaw Ranch, is a working cow-calf operation of approximately 1,000 head of cattle and used by the family for recreational purposes. The subject property shares its northeastern boundary with Indian River County's Padgett Branch Conservation Area and southeastern boundary with the St. Johns River Water Management District's Fort Drum Marsh

Item 4, cont.

Conservation Area. Adjacent to the Florida Turnpike, that runs along the subject property’s western boundary, is the United States Department of Agriculture’s Grassland Reserve Program’s conservation easements and the Red Bay Foundation Preserve.

The subject property consists of improved pasture with native areas and wetlands. Three waterways (Jim Green Creek, Fort Drum Creek, and Padgett Branch) are located on the subject property. The forested Jim Green Creek and Fort Drum Creek extend along the western portion of the subject property and flow south and eastward, offsite. Padgett Branch Creek, located in the northern section of the property, drains into the headwaters of the St. Johns River, Blue Cypress Lake. Acquiring less-than-fee protection over the property helps protect functional wetlands and habitat for rare and imperiled species.

Prohibited Uses

Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement; There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property, unless approved by DEP or the WMD for the purposes of environmental benefits through altered hydrology and/or improved water quality. Provided, however, Grantor may continue to operate, maintain, or replace existing ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding this restriction, Grantor shall be allowed to maintain and deepen existing watering holes for cattle in improved pasture area as defined or depicted on the Baseline Documentation (the “Improved Pasture Areas”);
- Commercial water wells on the Property are prohibited;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- The removal, destruction, cutting, trimming, mowing, alteration, or spraying with biocides of trees, shrubs, or other natural vegetation will be prohibited, unless needed for conservation purposes, as provided in the easement;

Item 4, cont.

- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor’s reserved rights in Article V;
- New construction or placing of temporary or permanent structures or buildings on the Property will be prohibited except as may be necessary for maintenance, normal operation or emergency situations, or as permitted in Article V;
- Construction of new roads or jeep trails will be prohibited;
- The operation of motorized vehicles will be prohibited except on established trails and roads unless (1) necessary to protect or enhance the conservation values of the property; (2) for emergency purposes; (3) for cattle ranching purposes; and (4) to access, hunt or to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and Natural Areas shall remain Natural Areas;
- The right to maintain existing food plots for game as indicated on the Baseline Documentation report provided that the total area of all food plots on the Property does not exceed 200 acres of the total acreage within the Property;
- Spring recharge areas must use, best management practices for fertilizer use, as established by Florida Department of Agriculture and Consumer Services and agriculture activities within 100 feet of sinkholes, springs and other karst features is prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the Property is prohibited, except as provided in the easement under Article V;
- Signs, billboards, or outdoor advertising is prohibited except signs directional or postal signs;
- No commercial water wells;
- No commercial timber harvesting; and
- There shall be no mitigation banks established on the Property.

Owner’s Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner’s rights includes, but is not limited to, the following:

- The easement runs with the land and will be included in any sale of the Property;
- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights on, or related to, the Property and Grantor may lease and sell privileges of such rights;
- The right to conduct controlled and prescribed burns with proper state and local authorization;
- The right to mortgage the property, provided, however the Mortgagee’s lien shall be inferior to and lower in priority than this Easement;
- The right to contest taxes appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing structures, roads, ponds, drainage ditches and other such facilities on the Property as depicted

Item 4, cont.

- on the Baseline Documentation Report (BDR);
- The right to exclusive use of the improvement per the BDR;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using best management practices (BMPs);
- The right to host relocated endangered, threatened or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to maintain a commercial cattle operation, leasing all or a portion of the Property to one or more third persons for cattle grazing and cow/calf development in accordance with BMPs;
- The right in the agricultural areas as depicted on the BDR, to construct additional agriculture structures as may be required for its cattle operation, such as fencing, ponds, and cattle pens constructed for temporary and periodic use of cattle, so long as structures do not significantly impair the conservation values of the Property and do not exceed 10,000 cumulative square feet;
- The right to engage in sustainable forestry practices on the portions of the Property outside of any herbaceous or forested wetland area or pen water area as delineated in the BDR;
- The right to subdivide the Property into no more than three (3) parcels. Each parcel shall be no less than 50 acres;
- The right to construct three (3) additional residential areas. Each residential area shall be limited to no more than three (3) residential buildings, with associated outbuildings, and contain no more than 20,000 square feet of impervious area. Each residential area is limited to 15 acres; and any and all access drives created pursuant to the right to create additional residential areas and the right to subdivide shall not include impervious materials. The terms of this Easement shall remain in full force and effect over the allowed subdivided lots as well as the remaining area of the Property; and
- Grantor does not provide public access.

Mortgages and Liens

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 the Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information

A title insurance commitment, environmental site assessment, baseline documentation report, and survey will be provided by the buyer prior to closing.

Monitoring Agency

The subject property will be monitored by the Department's Office of Environmental Services (OES). OES currently monitors 136 conservation easements that include 253,717 acres.

Item 4, cont.

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.

(See Attachment 4, Pages 1-47)

RECOMMEND APPROVAL

Item 5 Walco Leasing, LLC Option Agreement/ Conservation Easement/ Hardee Flatwoods Florida Forever Project

REQUEST: Consideration of (1) an option agreement to acquire a conservation easement over approximately 1,661 acres within the Hardee Flatwoods Florida Forever project from Walco Leasing, LLC; (2) designation of the Florida Department of Environmental Protection, Office of Environmental Services as the monitoring agency; and (3) confirmation of the management policy statement.

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: Hardee

LOCATION: Sections 01 through 03 and 34, Townships 33 and 34 South, Range 27 East

CONSIDERATION: \$4,125,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>APPROVED</u>	<u>SELLER’S</u>	<u>TRUSTEES’</u>	<u>OPTION</u>
		<u>Clayton</u>	<u>String</u>				
		<u>(05/04/21)</u>	<u>(05/04/21)</u>	<u>VALUE</u>	<u>PRICE</u>	<u>PRICE</u>	<u>DATE</u>
Walco Leasing, LLC	1,661	\$4,983,450	\$4,700,000	\$4,983,450	\$1,056,500*	\$4,125,000** (83%)	120 days after BOT approval

*Seller purchased 1,671 acres, including the subject property, in June 2000 for \$1,421,500.

**\$2,483 per acre.

STAFF REMARKS: The subject property is located within the Hardee Flatwoods Florida Forever project, ranked number 23 in the Florida Forever Less-Than-Fee category, approved by the Board of Trustees on May 4, 2021. Upon approval and closing of this property, the project will be substantially complete.

Project Description

The Hardee Flatwoods Florida Forever project is a single contiguous tract of land located in eastern Hardee County that borders the Highlands County line. The subject property contains a mixture of mesic flatwoods, hydric hammock and improved pasture, with various wetlands components

Item 5, cont.

throughout. This area contributes to habitat connectivity that is necessary for bears and other wide-ranging species, given its location within a mosaic of conservation lands and private ranches. The Project lies within a wildlife corridor of the Florida Ecological Greenways Network.

Property Description

The 1,661-acre subject property has a small cow-calf operation of approximately 130 head of cattle on the improved pasture, on the western portion of the subject property, and is used by the family for recreational purposes; it shares the eastern boundary with Highland County’s Sun ‘n Lake Preserve. The subject property includes most of the headwaters of Bee Branch, a tributary of Charlie Creek, which, itself, is a principle headwater of the Peace River. There is very little protected land along the significant tributaries to the Peace River and none in the vicinity of the subject property. The subject property is the only land along Bee Branch that remains in its natural state. Acquiring less-than-fee protection over the subject property protects the water quality of the Peace River, which is the main source of fresh water for Charlotte Harbor.

Prohibited Uses

Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration and extraction by grantor for oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil maintenance as provided in the Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Provided, however, Grantor may continue to operate, maintain, or replace existing ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding this restriction, Grantor may continue to operate, maintain, or replace existing watering holes or dig new watering holes for cattle, so long as the excavation does not exceed one percent (1%) of the improved pasture area as defined or depicted on the Baseline Documentation (the “Improved Pasture Areas”);
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- The removal, destruction, cutting, trimming, mowing, alteration, or spraying with biocides of trees, shrubs, or other natural vegetation will be prohibited, unless needed for conservation purposes, as provided in the Easement;

Item 5, cont.

- There shall be no planting of nuisance exotic or non-native plants. Except for domestic pasture grasses needed to support allowed cattle grazing activity and approved by the Institute for Food and Agricultural Sciences, no other exotic or non-native plants may be planted on the Property. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or nonnative plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee;
- Commercial and industrial activities will be prohibited, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy, and poultry operations and confined animal feedlot operations;
- New construction or placing of temporary or permanent structures or buildings on the property will be prohibited except as may be necessary for maintenance, normal operation or emergency situations, or as permitted in Article V;
- Construction of new roads or jeep trails will be prohibited, except as associated with activities allowed under the provisions of Article V of the Easement;
- The operation of motorized vehicles will be prohibited except on established trails and roads unless (1) necessary to protect or enhance the conservation values of the Property; (2) for emergency purposes; (3) for cattle ranching purposes or silviculture purposes; and (4) to access, hunt or to retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses, and Natural Areas shall remain Natural Areas;
- Spring recharge areas must use best management practices (BMPs) for fertilizer use, as established by Florida Department of Agriculture and Consumer Services and agriculture activities within 100 feet of sinkholes, springs and other karst features is prohibited;
- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the Property is prohibited, except as provided in the easement under Article V;
- Signs, billboards, or outdoor advertising is prohibited except signs designating the Property as conservation lands protected by the State of Florida or reasonable directional or postal signs;
- No commercial water wells;
- No commercial timber harvesting except as provided in the easement under Article V; and
- There shall be no mitigation banks established on the Property.

Owner's Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The easement runs with the land and will be included in any sale of the Property;
- The right to observe, maintain, photograph, fish, hunt, and introduce and stock native fish or wildlife, to use the Property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and

Item 5, cont.

fishing rights on, or related to, the Property, including the right to construct, locate and maintain temporary structures typically used for hunting that result in no surface alteration, so long as said structures do not cause impact adverse to the conservation values of the Property and Grantor may lease and sell privileges of such rights;

- The right to conduct controlled and prescribed burns with proper state and local authorization;
- The right to mortgage the Property; provided, however the Mortgagee's lien shall be inferior to and lower in priority than this Easement;
- The right to contest taxes appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate all existing buildings as depicted on the Baseline Documentation Report (BDR). If any of the existing facilities on the Property requires construction or replacement due to depreciation, obsolescence, destruction or severe damage, the replacement structures may be increased in size no longer than one hundred and twenty five (125%) percent of the size of the original structure it replaces as such size is documented in the BDR, and shall be situated at the same site;
- The right to exclusive use of the improvement per the BDR;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using best management practices (BMPs);
- The right to host relocated endangered, threatened or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to maintain a hunting camp not to exceed three (3) acres and be occupied by no more than ten (10) motor vehicles per day. The camp area may have non-permanent structures in the primitive campsites for temporary overnight use;
- The right to maintain existing food plots for game as indicated on the BDR;
- The right to sell, devise or otherwise transfer ownership of the Property to a third party;
- The right to continue historical brush management practices as designated in the BDR;
- The right to maintain a commercial cattle operation in accordance with BMPs;
- The right to maintain as depicted in the BDR and construct new firebreaks after consultation with and approval by FDACS' Florida Forest Service;
- The right to construct additional agricultural structures and fencing, as may be required for cattle operation, in the silvicultural or agricultural area as depicted in the BDR, not to exceed 20,000 cumulative square feet;
- The right to cultivate forage for cattle and harvest hay from the existing pasture or hay areas as depicted on the BDR; provided, however, at least seventy-five percent of the improved pasture or hay area shall remain unharvested in any one calendar year; and
- The right to construct up to three (3) watering structures for commercial cattle operations, subject to legally required permits and regulations.

Mortgages and Liens

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 the Department the authority to review

Item 5, cont.

and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information

A title insurance commitment, environmental site assessment, and a baseline documentation report, and survey will be provided by the buyer prior to closing.

Monitoring Agency

Pursuant to section 259.032(7)(d), F.S., the Department of Environmental Protection’s Division of State Lands (DSL), staff recommends the Board of Trustees designate DSL’s Office of Environmental Services (OES) as the monitoring agency for this site. The site will be managed as a conservation easement in perpetuity. OES currently monitors 136 conservation easements, containing 253,717 acres.

Management Policy Statement

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the project as provided by section 253.035, F.S., consistent with the purposes for which the lands are acquired. The Department’s staff recommends that the Board of Trustees confirm the management policy statement as follows:

As a proposed conservation easement or other less-than-fee interest, the project will be managed by the private landowner with restrictions under the agreement. The purchase of the development rights, the prohibition of any further conversion of existing natural areas to agriculture uses and limited public access will likely be the primary focus of the conservation easement.

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.

(See Attachment 5, Pages 1-45)

RECOMMEND APPROVAL

Item 6 Millstone Institute for Preservation, Inc. Option Agreement/ Conservation Easement/ Millstone Plantation Florida Forever Project

REQUEST: Consideration of an option agreement to acquire a conservation easement over approximately 64 acres within the Millstone Plantation Florida Forever project from the Millstone Institute for Preservation, Inc.

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Item 6, cont.

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: Leon

LOCATION: Section 21, Township 02 North, Range 01 East

CONSIDERATION: \$1,500,000

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY		<u>APPROVED</u> <u>VALUE</u>	SELLER'S <u>PURCHASE</u> <u>PRICE</u>	TRUSTEES' <u>PURCHASE</u> <u>PRICE</u>	OPTION <u>DATE</u>
		Brown <u>(01/14/20)</u>	Griffith <u>(12/13/19)</u>				
Millstone Institute for Preservation, Inc.	64	\$1,765,000	\$1,591,000	\$1,765,000	\$0*	\$1,500,000** (85%)	120 days after BOT approval

*Property was conveyed through a last will and testament.

**\$23,437 per acre.

STAFF REMARKS: The subject property is located within the Millstone Plantation Florida Forever project, ranked number 35 in the Less-Than-Fee Florida Forever project category, approved by the Board of Trustees on May 4, 2021. Upon approval and closing of this property, the project will be substantially complete.

Project Description

The Millstone Plantation Florida Forever project is located at the southern edge of the Red Hills region in northwestern Leon County. Millstone is a highly significant archaeological site with evidence of a continuous pattern of settlement for over 10,000 years.

The Project includes significant shoreline on Lake McBride, one of the last unpolluted sinkholes, or clastic upland lakes, in Leon County as well as Millstone Creek, a seepage stream which forms the headwaters of the Lake Lafayette Basin. Millstone also encompasses a significant recharge area for the Floridan Aquifer. This area contains a basin swamp, upland mixed forest, and upland pine forests that are suitable for restoration.

Property Description

The mission of the Millstone Institute for Preservation is to preserve and protect the Lake McBride aquatic system as well as Millstone's buildings and grounds, so that the property can be used for cultural, historic, and educational programming for the public and that the grounds remain a place for respite and enjoyment.

The 64-acre property consists of a mosaic of vegetated communities, open pasture, and a portion of Lake McBride. The subject property falls within the Red Hills region of Leon County, which consists of pine-dominated uplands and numerous karst sinkholes and lakes. The subject property ranges in elevation from 140 to 225 feet above sea level and is a critical recharge area for the Floridan aquifer.

Item 6, cont.

The lakes of Leon County comprise one of the most important groups of solution lakes in the northern hemisphere. Most of these lakes hold sinkholes that breach the Floridian aquifer, so it is important that they are afforded protection from runoff. The seepage stream and karst lake are breeding, nesting, and foraging areas for numerous wildlife species. The lands of Millstone Plantation are also rich in archaeological sites, as recorded by the Department of State's Division of Historic Resources.

Prohibited Uses

Under the proposed conservation easement, the subject property will be restricted in perpetuity by the provisions of the easement, a summary of which includes, but is not limited to, the following prohibited uses:

- Dumping of trash, waste, hazardous materials, and soil will be prohibited;
- Exploration by the grantor for and extraction of oil, gas, minerals, peat, muck, limestone, etc., by means of surface exploratory and extractors operations will be prohibited, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities;
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation will be prohibited, unless needed for maintenance as provided in the easement; Commercial water wells on the Property are prohibited; Grantor shall be allowed to dig one (1) new well for such non-commercial activities as allowed under the provisions of Article V;
- Acts or uses detrimental to the preservation of any historical, or archaeological area, will be prohibited;
- The removal, destruction, cutting, trimming, mowing, alteration, or spraying with biocides of trees, shrubs, or other natural vegetation will be prohibited, unless needed for conservation purposes, as provided in the easement under Article V;
- There shall be no planting of nuisance exotic or non-native plants;
- Commercial and industrial activities will be prohibited, except as may be incidental to the exercise of grantor's reserved rights, as specifically provided for in Article V;
- New construction or placing of temporary or permanent structures or buildings on the Property will be prohibited except as may be necessary for maintenance, normal operation or emergency situations, or as permitted in Article V;
- Construction of new roads or jeep trails will be prohibited, except as associated with activities allowed under the provisions of Article V of the Easement;
- The operation of motorized vehicles will be prohibited except on established trails and roads unless (1) necessary to protect or enhance the conservation values of the property; (2) for emergency purposes; (3) cattle ranching purposes; and (4) retrieve game hunted legally;
- Current agricultural uses shall not be converted to more intense agricultural uses and Natural Areas shall remain Natural Areas;
- Spring recharge areas must use, best management practices for fertilizer use, as established by Florida Department of Agriculture and Consumer Services and agriculture activities within 100 feet of sinkholes, karsts and springs is prohibited;

Item 6, cont.

- Actions or activities that may be expected to adversely affect threatened or endangered species is prohibited;
- Subdivision of the Property is prohibited, except as provided in the easement under Article V;
- Signs, billboards, or outdoor advertising is prohibited except signs designating the Property as conservation lands protected by the State of Florida; Grantors, however, may erect and maintain reasonable: (a) signs indicating the name of the Property, (b) boundary markers, (c) directional signs, (d) signs regarding hunting, fishing, trapping, trespassing on the Property or signs otherwise regarding public access to the Property, (e) memorial plaques, (f) temporary signs indicating that the Property is for sale or lease, (g) signs informing the public that any agricultural or timber products are for sale or are being grown on the Property, (h) political or religious signs, or (i) signs informing the public of a use approved pursuant to Section V., below. Grantee may erect and maintain signs designating the Property as land under the protection of Grantee;
- No commercial water wells;
- No commercial timber harvesting; and
- There shall be no mitigation banks established on the Property.

Owner's Rights Retained

The proposed conservation easement will allow the owner to retain certain rights. The summary of owner's rights includes, but is not limited to, the following:

- The easement runs with the land and will be included in any sale of the Property;
- The right to observe, maintain, photograph, and introduce and stock native fish or wildlife, to use the Property for non-commercial, passive, resource-based recreation not inconsistent with the purpose of the easement. Grantor shall continue to own hunting and fishing rights on, or related to, the Property and Grantor may lease and sell privileges of such rights;
- The right to conduct controlled and prescribed burns with proper authorization;
- The right to mortgage the Property;
- The right to contest taxes appraisals, assessments, taxes and other charges on the Property;
- The right to continue to use, maintain, repair, and reconstruct, but not relocate or enlarge, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted on the Baseline Documentation Report (BDR);
- The right to exclusive use of the improvement per the BDR;
- The right to continue existing agricultural practices, as depicted in the BDR, and the use of commonly accepted fertilizers, pesticides, and herbicides using best management practices (BMPs);
- The right to host relocated endangered, threatened or special concern of native Florida species;
- The right to maintain or restore the existing natural habitat communities per the BDR;
- The right to maintain a livestock operation in accordance with BMPs;
- The right to construct open pavilions or barn type structures of no more than 1,000 cumulative square feet;
- The right to erect one (1) bathhouse in compliance with zoning and environmental regulations and compliant to ADA regulations. The bathhouse shall have no more than two (2) stalls, one

Item 6, cont.

- (1) shower and two (2) sinks - incorporating solar, composting or other eco-friendly technology as possible. The bathhouse shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation;
- The right to repurpose the existing roadway as depicted in the Baseline Documentation to a use consistent with the uses and rights provided in this Article V., and to construct one (1) new access road utilizing the existing access easement on the property as depicted in the Baseline Documentation;
- The right to lease a portion or all of the Property; and
- Grantor does provide public access.

Mortgages and Liens

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 the Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information

A title insurance commitment, environmental site assessment, baseline documentation report, and survey will be provided by the buyer prior to closing.

Monitoring Agency

The subject property will be monitored by the Department's Office of Environmental Services (OES). OES currently monitors 136 conservation easements for 253,717 acres.

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.

(See Attachment 6, Pages 1-48)

RECOMMEND APPROVAL

Item 7 Alico, Inc. Option Agreement/ Devil's Garden Florida Forever Project

REQUEST: Consideration of an option agreement to acquire approximately 1,638 acres within the Devil's Garden Florida Forever project from Alico, 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.

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Item 7, cont.

COUNTY: Hendry

LOCATION: Section 36, Township 44 South, Range 30 East; and Sections 01, 02, 11, 12, 23 and 25, Township 45 South, Range 30 East

CONSIDERATION: \$5,675,000

<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 (2/5/21)</u>	<u>String (2/5/21)</u>				
Alico, Inc.	1,638	\$7,043,000	\$6,900,000	\$7,043,000	\$82,828,250*	\$5,675,000** (81%)	120 days after BOT approval

*Seller purchased 91,397.47 acres, including the subject property, in 1960.

**\$3,465 per acre.

STAFF REMARKS: The subject property is located within the Devil’s Garden Florida Forever project, ranked number 15 in the Critical Natural Lands project category, approved by the Board of Trustees on May 4, 2021. The project contains 82,995 acres, of which 34,755 acres have been acquired or are under agreement to be acquired.

Project Description

Devil’s Garden includes 82,995 acres in Hendry and Collier Counties. The project is named after a wetland slough in the eastern portion of the overall project. The western portion, the focus of this acquisition, is comprised of a mosaic of natural lands used primarily for cattle grazing. The project lies within a wildlife corridor of the Florida Ecological Greenways Network.

The connectivity of uplands and wetlands draining both to the north and south are important to protecting the state’s water resources. The natural systems of Fakahatchee Strand and Big Cypress National Preserve are dependent on the water supplied from this area, and a majority of the Devil’s Garden project lies within the Western Everglades Restoration project planning boundary.

A landscape connection with other conservation lands, including federal ownership, ensures longevity for a wide range of species including the Florida panther, and provides opportunities for wetlands and watershed protections.

Property Description

The subject property consists of two non-contiguous parcels totaling 1,638 acres. Both the northern 896-acre parcel and the southern 742-acre parcel share the majority of its boundary with the Okaloacoochee Slough Wildlife Management Area and the Okaloacoochee Slough State Forest Serving as a primary and secondary zone for the federally endangered Florida panther, numerous records of panther use, as well as other rare and threatened plants and animals, have been noted throughout the subject property. Increasing the conservation land footprint, stretching from the Caloosahatchee River to Big Cypress National Wildlife Preserve, provides habitat critical to panther recovery and their long-term survival.

Preservation of the subject property will contribute to increased protection of Florida’s biodiversity

Item 7, cont.

at the species, natural community, and landscape levels. Additionally, it will reduce potential nutrient impacts within the Caloosahatchee River Watershed and Western Everglades Basin, enhance the hydrologic connection of conservation land within the South Florida ecosystem, allow for improved land management activities and expand public recreational opportunities.

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 the Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, Department 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 will be provided by the purchaser prior to closing. The current tenant, with an active cattle lease on the property, will be issued a termination notice prior to closing.

Management Agency

The subject parcel will be managed by the Florida Fish and Wildlife Conservation Commission as part of Okaloacoochee Slough Wildlife Management Area.

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.

(See Attachment 7, Pages 1-28)

RECOMMEND APPROVAL

Item 8 Evergreen Timberco FL LLC Option Agreement/ Management Policy Statement Confirmation/ Coastal Headwaters Longleaf Forest Florida Forever Project

REQUEST: Consideration of (1) an option agreement to acquire approximately 2,115 acres within the Coastal Headwaters Longleaf Forest Florida Forever project from Evergreen Timberco FL LLC; (2) designation of the Department of Agriculture and Consumer Services, Florida Forest Service, as the managing agency; and (3) confirmation of the management policy statement.

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: Santa Rosa

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Item 8, cont.

LOCATION: Sections 06 and 07, Township 03 North, Range 27 West; Section 01, Township 03 North, Range 28 West; Sections 11 and 12, Township 03 North, Range 28 West; Section 36, Township 04 North, Range 28 West; and Section 31, Township 04 North, Range 27 West

CONSIDERATION: \$6,387,200 (If approved, the Board of Trustees’ consideration could be reduced by up to a total of \$5,090,000, which includes \$4,590,000 from the United States Forest Service’s Forest Legacy program and \$500,000 from the National Fish and Wildlife Foundation’s Acres for America program. The Board of Trustees’ portion would be \$1,297,200 or 20 percent).*

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u> Brodbeck <u>(3/30/20)</u>	<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>
Evergreen Timberco FL LLC	2,115	\$6,520,000	\$6,520,000	\$19,942,900**	\$6,387,200*** (98%)	9/30/21

*If additional funding is realized, percentages include 72% from Forest Legacy, 8% from Acres for America, and 20% from Florida Forever.

**RMS, LLC purchased 2.8 million acres, including the subject property, on November 3, 2006. On December 6, 2020, the subject property was conveyed to Evergreen Timberco FL LLC due to internal entity restructuring.

***\$3,020 per acre.

STAFF REMARKS: The subject property is located within the Coastal Headwaters Longleaf Forest Florida Forever project, ranked number 3 in the Less-Than-Fee project category, approved by the Board of Trustees on May 4, 2021. The Project contains 99,544 acres, of which 2,115 acres have been acquired or are under agreement to be acquired.

Project Description

The Coastal Headwaters Longleaf Forest project is comprised of land managed as commercial timberland for decades in Escambia and Santa Rosa Counties. The intention of this project is to preserve working forest lands and return them to the historic stands of longleaf pine and accompanying understory habitat for flora and fauna; provide resource protection for the Escambia River watershed; enhance the landscape-sized network of conservation lands in the area; increase protection of Florida’s biodiversity at the species, natural community, and landscape levels; and preserve significant archaeological or historic sites. The project lies within a wildlife corridor of the Florida Ecological Greenways Network.

Property Description

The 2,115-acre subject property is located 10 miles north of the City of Milton and directly adjacent to the Blackwater River State Forest (State Forest), both to the northeast, the west, and southwest. An essential parcel that contributes toward the corridor connection extending from Whiting Field Naval Air Station (NAS), northward to Blackwater River State Forest, is one of many phased acquisitions of this large landscape acquisition partnership between local, state, and federal branches of government, as well as non-profit organizations.

Preservation of the subject property will help build on an effort to restore longleaf forests, one of the most threatened and ecologically diverse ecosystems in the world; allow for more recreational opportunities, such as camping, hiking, biking, hunting, and fishing; provide for better prescribed

Item 8, cont.

fire and smoke management of the State Forest; and protect valuable water resources by restricting development on property that helps to clean and filter surface waters by recharging the surficial aquifer, the primary source of potable water for Santa Rosa County.

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 the Department of Environmental Protection (Department) the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, Department 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 will be provided by the purchaser prior to closing. All hunting leases will be terminated prior to closing.

Management Agency

Pursuant to section 259.032(7)(d), F.S., the Department recommends that the Board of Trustees designate the Department of Agriculture and Consumer Services, Florida Forest Service as the managing agency for the subject property. The subject property will be managed as an addition to the Blackwater River State Forest.

Management Policy Statement

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

The subject property will be managed as an addition to Blackwater River State Forest. The property will increase the State Forest's ecological value, provide public access and resource-based outdoor recreational opportunities, and better resource management due to the direct connectivity to other State Forest lands. Further, all management activities will be implemented according to the Blackwater River State Forest Management 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.

(See Attachment 8, Pages 1-37)

RECOMMEND APPROVAL

**Item 9 J. Pat Corrigan Family Limited Partnership, LLLP Option Agreement/
Managing Agency Designation/ Management Policy Statement Confirmation/
BOT/Department of Air Force Declaration of Restrictive Covenants/ Corrigan
Ranch Florida Forever Project**

REQUEST: Consideration of (1) an option agreement to acquire 4,381 acres within the Corrigan Ranch Florida Forever project from J. Pat Corrigan Family Limited Partnership, LLLP; (2) designation of Department of Environmental Protection, Division of Recreation and Parks, as the managing agency; (3) confirmation of the management policy statement; and (4) request to place a restrictive covenant over the property in favor of the United States of America, by and through the Department of the Air Force, pursuant to the executed agreement.

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: Okeechobee

LOCATION: Sections 07, 08, 16 through 20, 29 and 30, Township 34 South, Range 32 East; and Sections 12, 13, and 24, Township 34 South, Range 31 East

CONSIDERATION: \$14,500,000 (If approved, the Board of Trustees’ consideration could be reduced by up to a total of \$1,501,800 for a military restrictive covenant, as discussed under the Military Agreement section, provided the Department of the Air Force approves the supporting acquisition documentation. The Board of Trustees’ portion would be \$12,998,200 or 79 percent).

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY String <u>(03/26/21)</u>	APPROVED <u>VALUE</u>	SELLER’S PURCHASE <u>PRICE</u>	TRUSTEES’ PURCHASE <u>PRICE</u>	OPTION <u>DATE</u>
J. Pat Corrigan Family, LLLP	4,381	\$16,530,000	\$16,530,000	\$3,651,700*	\$14,500,000** (88%)	12/17/21

*Seller purchased the property 10/22/89.

**\$3,310 per acre.

STAFF REMARKS: The subject property is located within the Corrigan Ranch Florida Forever project, ranked number 17 in the Florida Forever Critical Natural Lands project category, approved by the Board of Trustees on May 4, 2021. The project contains 6,211 acres, of which 4,381 acres have been acquired or are under agreement to be acquired.

Project Description

The Corrigan Ranch project is located in the Northern Everglades Headwaters National Wildlife Refuge Conservation Partnership Area in west Okeechobee County, and borders the south boundary of Kissimmee Prairie Preserve State Park (KPPSP) and the east boundary of the Kissimmee River Conservation Area; managed by the South Florida Water Management District. Acquisition of the subject property will allow for the protection and management of thousands of acres of additional high-quality habitat in an area of Florida known for its rare wildlife, imperiled habitats, and significant hydrological resources. Acquiring the subject property would provide

Item 9, cont.

additional resource-based public recreation opportunities, such as assisting with the completion of the Florida National Scenic Trail and expand the acreage of the KPPSP, the state’s first Dark Sky Park recognized by the International Dark Sky Association. The project also lies within a wildlife corridor of the Florida Ecological Greenways Network.

This project improves connectivity for both wildlife and watershed as well as provides base buffering protection to Avon Park Air Force Range (APAFR).

Property Description

The subject property consists of approximately 3,000 acres of imperiled dry prairie ecosystem. In 2017, it was reported that there were approximately 50-60 Florida grasshopper sparrows (FGSP) remaining in the wild. A FGSP survey, completed in May 2020, reported there were approximately 30 reproducing FGSP on Corrigan Ranch. Protecting this property is extremely important for the survival of the FGSP, but it also helps APAFR as they must mitigate for the species in their maneuvers due to the decline in this species.

Some other observed imperiled species on the property includes multiple gopher tortoise burrows and burrow areas, burrowing owl family groups, Florida scrub jays, roseate spoonbill, and crested caracara.

Military Agreement

On August 4, 2021, the Air Force and the Department of Environmental Protection (Department) entered into an agreement for the acquisition of restrictive covenants over the Military Impact Protection Area (MIPA), which includes several Florida Forever projects. The agreement provides that: (1) if the state buys certain lands in the area shown on the map; and (2) if the Air Force chooses to contribute to the acquisition, by way of placing a restrictive covenant over the lands; then (3) the state will agree to place a restrictive covenant, protective of the Air Force’s flight operations and approved by the Air Force, over that land. The Air Force has currently committed \$1,501,800 to be used towards the cost share for the restrictive covenant. The agreement expires on September 30, 2026. All commitments will be subject to the Air Force’s approval of supporting documentation. However, if the Air Force does not approve the supporting documentation for the contribution to the purchase price, the Department will exercise the option agreement and acquire the property in fee without the Air Force restrictive covenant.

Mortgages and Liens

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 the Department the authority to review and evaluate marketability issues as they arise on all chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information

A title insurance policy, survey and environmental site evaluation will be provided by the buyer

Item 9, cont.

prior to closing. Hunting leases will be canceled at closing.

Management Agency

Pursuant to section 259.032(7)(d), F.S., the Department’s Division of State Lands (DSL) staff recommends that the Board of Trustees designate the Department’s Division of Recreation and Parks (DRP) as the managing agency for this site. The site will be managed as an addition to Kissimmee Prairie Preserve State Park.

Management Policy Statement

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department’s staff recommends that the Board of Trustees confirm the management policy statement as follows:

It shall be the policy of the DRP to promote the state park system for the use, enjoyment, and benefit of the people of Florida and visitors: to acquire typical portions of the original domain of the state which will be accessible to all of the people, and of such character as to emblemize the state’s natural values; conserve these natural values for all time; administer the development, use and maintenance of these lands and render such public service in so doing, in such a manner as to enable the people of Florida and visitors to enjoy these values without depleting them; to contribute materially to the development of a strong mental, moral, and physical fiber in the people; to provide for perpetual preservation of historic sites and memorials of statewide significance and interpretation of their history to the people; to contribute to the tourist appeal of Florida.

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.

(See Attachment 9, Pages 1-37)

RECOMMEND APPROVAL

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

REQUEST: Consideration of (1) an option agreement to acquire a perpetual conservation easement over approximately 3,279 acres within the Cow Creek Ranch project of the Florida Department of Agriculture and Consumer Services’ Florida Forest Service (FDACS/FFS) Rural and Family Lands Protection Program (RFLPP) from Cow Creek Ranch Land, LLC; and (2) designation of FDACS/FFS as the monitoring agency.

Item 10, cont.

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: Okeechobee

LOCATION: Sections 25, 26, 35, and 36, Township 35 South, Range 36; Sections 01 and 12, Township 36 South, Range 36 East

CONSIDERATION: \$5,920,000 (\$2,960,000 of the acquisition costs may be provided through a grant from the United States Department of Agriculture, Natural Resources Conservation Service (NRCS))

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY String (01/08/21)	APPROVED <u>VALUE</u>	SELLER’S PURCHASE <u>PRICE</u>	TRUSTEES’ PURCHASE <u>PRICE</u>	OPTION <u>DATE</u>
Cow Creek Ranch Land, LLC	3,279	\$6,700,000*	\$6,700,000	**	\$5,920,000*** (88.4%)	120 days after BOT approval

*Fee value was determined to be \$26,500,000

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

***The Trustees’ purchase price may be reduced to \$2,960,000 as a result of receiving an NRCS grant in the amount of \$2,960,000. The purchase price for the conservation easement is \$1,805.42 per acre.

STAFF REMARKS: This acquisition was negotiated by FDACS/FFS under its RFLPP. If approved, this project will be the fifty-second perpetual conservation easement proposed for acquisition, with a total of approximately 63,080 acres preserved under the RFLPP. The Cow Creek Ranch project is ranked in Tier One on the RFLPP Acquisition List.

Property Description

The Larson family legacy, in the Florida ranch industry, spans 75 years and three generations. In 1942, the family patriarch “Red” Larson took a summer job milking cows for a few dollars a day. Today, the Larson Family is known for cattle ranching and dairy throughout Florida. Red Larson purchased a ranch and moved to Okeechobee in 1971. In 1992, Red’s son Woody bought the 6,801-acre Cow Creek Ranch located in Okeechobee and St. Lucie Counties. Cow Creek Ranch straddles the boundary of Okeechobee and St. Lucie County boundaries and is approximately 13 miles west of Port St. Lucie and 13 miles northeast of the City of Okeechobee. The current 3,279-acre RFLPP project represents the Okeechobee County portion of the Ranch.

The project is within the St. Lucie River Estuary basin, a focus of the Central Everglades Restoration Project. Cow Creek Ranch’s cypress swamps and mixed hardwood forests are the headwaters of both Cow Creek and Cypress Creek. Both these creek systems flow into a system of drainage canals that connect to the C-23 and C-24 Canals, which ultimately flow into the North Fork of the St. Lucie River. The property contains several natural communities, including hydric hammock, cypress domes, and numerous freshwater wetlands associated with Cow Creek and

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Cypress Creek. These communities typically provide habitat for several threatened and endangered animal species, including Florida panther, gopher tortoise, Florida sandhill crane, wood stork, and bald eagle. The project's historic resources include remnants of the Basinger Grade; once a major travel route between Ft. Pierce and the Basinger Community.

Cow Creek Ranch is adjacent to several United States Department of Agriculture, Natural Conservation Service (NRCS) Grassland Preserve and Wetland Preserve Program Easements and is also in the vicinity of the South Florida Water Management District's Cypress Creek Complex.

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. Limited mining is allowed to combat erosion or flooding, or for limited on-farm agricultural uses;
- 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;
- 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 reasonably be expected to adversely affect threatened or endangered species;
- Any subdivision of the Property;
- Commercial water wells on the Property;
- Cutting of cypress trees anywhere on the Property;
- Mitigation banks pursuant to Section 373.4135, et. seq., Florida Statutes;

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- Construction or conversion of Significant Natural Areas (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

- The right to utilize the Property for any agricultural and silviculture purposes and uses; the right to convert the existing Improved Pasture, as delineated in the BDR, to other agricultural and silviculture purposes and uses; 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; the right, as part of the cattle operation, to supplement the cattle using mineral, hay and molasses; 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 the right to install, use, maintain, replace and repair non-commercial ground water wells on the Property;
- 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. Prior to conducting prescribed burning on the Property, the Grantor shall coordinate with Avon Park Air Force Range, or its successor, by calling the Avon Park Air Force Range Wildland Fire Management Officer and/or the Avon Park Air Force Range Control;
- 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, animal pens, outbuildings, fences, roads, ponds, wells, utilities, drainage ditches 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;
- 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

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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 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 (1) Building Envelope not to exceed ten (10) contiguous acres. Grantor shall provide a legal description and survey of the proposed Building Envelope prior to development. After giving notice to Grantee, Grantor is allowed to develop up to 15,000 square feet of impervious surfaces within the Envelope. Development within the Building Envelope is limited to one (1) single family residence and ancillary structures;
- 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 a septic system. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, waterlines, telecommunications towers, and wind farms is prohibited, unless by Grantee. Notwithstanding this prohibition, the Grantor may grant or modify easements for utility connections necessary to serve the permitted uses of the Property that are consistent with the Easements Purposes. Existing utilities may be repaired at their current location;
- Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage identified in EXHIBIT F.

Encumbrances

All mineral interests on the project site will be extinguished prior to closing. There are no other 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.

Monitoring Agency

This perpetual conservation easement will be monitored by the FFS.

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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 1-113)

RECOMMEND APPROVAL