

**AGENDA
BOARD OF TRUSTEES
DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
JANUARY 19, 2011**

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

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Substitute Item 1 Donation of Circle Pine Farm, Rural and Family Lands Protection Easement

REQUEST: Consideration of (1) an acceptance of donation of an 82 acre perpetual conservation easement over lands lying within the Circle Pine Farm project of the Department of Agriculture and Consumer Services', Division of Forestry (DACS/DOF) Rural & Family Lands Protection Program (RFLPP) from Ms. Jean Wonser, (2) designation of DACS/DOF as the monitoring agency.

VOTING REQUIREMENT: Simple Majority

APPLICANT: Department of Agriculture and Consumer Services' Division of Forestry (DACS/DOF)

COUNTY: Gilchrist

LOCATION: Section 32, Township 08 South, Range 16 East

CONSIDERATION: N/A

STAFF REMARKS:

This donation has been evaluated by DACS/DOF under its RFLPP. This is the fifth perpetual conservation easement proposed for acquisition under this program for a total of 3,647.8 acres preserved under the Rural and Family Lands Protection Program. Currently, Circle Pine Farm is ranked in Tier III of the approved projects for the RFLPP.

PROPERTY DESCRIPTION:

This project abuts the Longleaf Pine Ecosystem Florida Forever BOT Project and falls within a Level 5 Ecological Greenway corridor. The site is within a Strategic Habitat Conservation Area for the Southeastern American Kestrel and a sandhill natural community. Potential Habitat 2008 for eastern indigo snake is also present. The applicant is participating in the Landowner Incentive Program and has a Forest Stewardship Management Plan.

The Circle Pine Farm is focused on the restoration of previously disturbed sandhill/flatwoods natural communities while maintaining the viability of a silvicultural operation mixed with some pasture for horse ranching. Ms. Wonser has developed a good working relationship with several governmental agencies to assist her in achieving the long term goals for her farm.

Ms. Wonser is very interested in seeing that her property not be subdivided in the future. She is very involved in the day to day management of all operations. She is taking a more gentle approach to managing the tract that minimizes the use of heavy equipment and ground disturbing activities in favor of herbicide and hand clearing to remove encroaching hardwoods. She then hand plants longleaf pine seedlings into the openings.

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The desired future condition for the farm centers on the restoration of a longleaf pine/turkey oak ecosystem and the creation of horse pasture. This site was acquired with scattered longleaf pine and hardwood over-story. Off-site slash pine has been removed and followed up with a low intensity replanting of longleaf pine at a stocking level of 50 to 100 trees per acre.

Reintroduction of prescribed fire and selective herbicide treatment is being utilized to control undesirable hardwoods and understory species. The increase vegetative openings will then allow additional longleaf pine to seed in naturally. Gopher tortoise burrows were observed on the more open sites and wiregrass is present in the longleaf pine areas that have been opened following hardwood removal.

Fire lines have been established around the perimeter of the property and some interior trails used for horseback riding will also serve as fire breaks in the future. The only road on the property is the one leading up to the home site following the power line.

PROHIBITED USES:

The Property shall be maintained to preserve the Purposes of this Easement. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted on the Property:

- Dumping of non-biodegradable, toxic or hazardous substances, trash, garbage, wastes, abandoned vehicles, appliances, machinery or similar material is prohibited. This prohibition shall not be construed to include reasonable amounts of waste that is generated in accord with allowed uses, including agriculture or game management, conducted in accordance with the provisions of this Easement, and that is disposed of in accordance with applicable local, state and federal requirements, and Best Management Practices adopted by the Florida Department of Agriculture and Consumer Services or its successor agency.
- 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 or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.
- Activities that affect the hydrology of the land or that detrimentally affect water conservation, erosion control, soil conservation, or fish and wildlife habitat, except those required for environmental restoration, federal, state or local regulatory programs, or Best

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Management Practices. Activity that will be detrimental to drainage, flood control, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, 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 except as consistent with Best Management Practices for the type of agricultural activities being conducted. Provided, however, Grantor may construct, operate, maintain, or replace ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations.

- 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. 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 wild 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 or industrial activity, which, for the purposes of this easement includes but is not limited to swine, dairy and poultry operations, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity, unless expressly provided in this Easement.
- 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 necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for in this Easement. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purposes for which this Easement was acquired.
- 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), Florida Statutes. 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 recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those Best Management Practices may be amended from time to time. No

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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 Best Management Practices.

- Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.
- Any subdivision of the Property except as may otherwise be provided in this Easement.
- There shall be no commercial water wells on the property, except as may be provided in this Easement.
- There shall be no cutting of cypress trees anywhere on the property.
- There shall be no mitigation banks pursuant to section 373.4135, et. seq., Florida Statutes.

OWNER'S RIGHTS:

Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the purpose of the Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the purposes of this Easement.

- The right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the Florida Division of Forestry of the Florida Department of Agriculture and Consumer Services 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 and such other facilities on the Property as depicted in the Baseline Documentation, except on Special Natural Areas.
- 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 this easement.

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- The right to exclusive use of the improvements on the Property.
- The right to pursue agricultural practices on the Property. Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor uses agricultural Best Management Practices as may be adopted from time to time by the Florida Department of Agriculture and Consumer Services (“FDACS”) or its successor. 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.
- The right to construct, after giving notice to Grantee, one additional single family dwelling and related supporting outbuildings. Combined square footage of roof area for such buildings shall not exceed 8,000 square feet. In addition, such building shall be located in an area known as pasture and to be clearly delineated on the Easement Documentation Report. This will make a total of two family dwellings on the property.
- Boundary Maintenance. Nothing herein 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 this 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. 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.
- The right to exclusive use of the improvements on the Property.
- The right to pursue agricultural practices on the Property.
- The right to construct, buildings or other structures incident to agricultural uses.
- The right to maintain property lines around the perimeter of the Property.

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- 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.
- The right to manage the hunting and fishing rights on or related to the Property and the right to lease and sell privileges of such rights.
- The right to harvest landscape and ornamental plants outside of Special Natural Areas. (ie. Palm tree harvesting)

ENCUMBRANCES:

There are no known encumbrances on the property that would adversely affect management.

MORTGAGES AND LIENS:

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

CLOSING INFORMATION:

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

EASEMENT MONITOR:

This perpetual conservation easement will be monitored by the DOF.

COMPREHENSIVE PLAN:

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

(See Attachment 1, Pages 1-24)

RECOMMEND APPROVAL