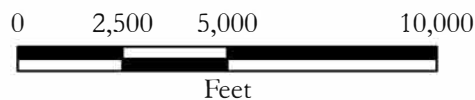


- Subject Parcels/Proposed Mitigation Bank
- Florida Forever Project Boundaries
- State Managed Conservation Lands
- City/County Managed Conservation Lands
- Private Managed Conservation Lands



**St. Johns River Blueway**  
 Owner: Meldrim Heritage Timberlands, LLC  
 St. Johns County, Florida

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

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

Approved for Agenda  
Purposes Only

By: [Signature]  
DEP Attorney

Date: 9/19/2025

**FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT**  
(Meldrim Heritage Timberlands)

This **FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT** (this "**Amendment**") is made as of as of the \_\_\_\_ day of \_\_\_\_\_ 2025 by and between **ROBERTS CAPITAL VENTURES, LLC**, a Florida limited liability company, whose address is 12469 West State Road 100, Lake Butler, Florida 32054 (the "**Grantor**"), as successor in title to MELDRIM HERITAGE TIMBERLANDS, LLC, a Florida limited liability company, in favor of the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("**Grantee**"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000. Grantor and Grantee shall sometimes be referred to as "Party" or "Parties" as context requires.

**RECITALS**

**WHEREAS**, MELDRIM HERITAGE TIMBERLANDS, LLC, a Florida limited liability company and Grantee entered into to that certain Deed of Conservation Easement dated August 18, 2016 and recorded in Official Records Book 4244, Page 1586 of the Public Records of St. Johns County, Florida (the "**Conservation Easement**");

**WHEREAS**, Grantor is the successor in title to MELDRIM HERITAGE TIMBERLANDS, LLC by virtue of that certain warranty deed recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of St. Johns County, Florida;

**WHEREAS**, Article VIII(K) of the Conservation Easement provides that the Conservation Easement may be amended by the mutual consent of the Parties provided the amendment is executed with the formalities of a deed and recorded in the Public Records of St. Johns County; and

**WHEREAS**, Grantor and Grantee desire to amend the Easement as more particularly set forth herein.

**NOW THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.
2. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Conservation Easement.

3. Prohibited Uses. Subsection (P) of Article VI of the Conservation Easement is hereby deleted.

4. Grantor's Reserved Rights. The following provision is hereby added to Article V as subsection (K):

K. Notwithstanding anything contained in this Easement, Grantor shall have the right to establish and operate on the Property a mitigation bank pursuant to Sections 373.4135 et seq. Florida Statutes, including the recording of a conservation easement required by same.

5. Amendment. Except as herein specifically modified or amended, the Conservation Easement shall remain unchanged and in full force and effect.

6. Successors. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.

7. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Amendment. Signature pages may be detached from various counterparts and attached to a single copy of this Amendment to physically form one contract. A facsimile version of any signature hereto shall be deemed an original for all purposes.

\*\*\*Remainder of page left blank\*\*\*

THIS AMENDMENT has been executed as of the day and year last indicated above.

**Grantee:**

Witnessed by:

**BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA**

**BY DIVISION OF STATE LANDS OF THE  
FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (print/type)

\_\_\_\_\_  
Address

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (print/type)

\_\_\_\_\_  
Address

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me via [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, the \_\_\_\_\_, of the **DIVISION OF STATE LANDS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, and behalf of the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed on behalf of the Board of Trustees.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

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

My Commission Expires: \_\_\_\_\_

**Grantor:**

Witnessed by:

**ROBERTS CAPITAL VENTURES, LLC**, a  
Florida limited liability company

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (print/type)

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (print/type)

\_\_\_\_\_  
Address

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me via ☐ physical presence or ☐ online notarization, this  
\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, the \_\_\_\_\_, of  
**ROBERTS CAPITAL VENTURES, LLC**, a Florida limited liability company, on behalf of the company,  
who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

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

My Commission Expires: \_\_\_\_\_



Project Name: Meldrim Heritage Timberlands

This instrument prepared by and returned to:  
Dustin Dailey, Senior Counsel  
Division of State Lands  
3900 Commonwealth Blvd.  
Mail Station 115  
Tallahassee, FL 32399-3000

### DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 18<sup>th</sup> day of August, 2016 by MELDRIM HERITAGE TIMBERLANDS, LLC, a Florida limited liability company, whose address is 805 Solano Cove Road, St. Augustine, FL 32092 (collectively, "Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ("Grantee") Grantor and Grantee shall sometimes be referred to as "Party" or "Parties" as context requires.

*The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors and assigns.*

### RECITALS

A. Grantor is the sole owner in fee simple of certain real property in St. Johns County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property").

B. Grantor and the Grantee mutually recognize the special character of the Property and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activity on the Property.

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the Meldrim Heritage Timberlands Conservation Easement Tract in St. Johns County, Florida", dated 7/25/16 ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation is available from the Department on request.

D. Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

E. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

F. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantee in accepting it.

To achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement").

#### **ARTICLE I. DURATION OF EASEMENT**

This Easement shall be perpetual. It is an easement in gross, as a servitude that runs with the land, and is enforceable by each Party against the other Party. Enforcement rights and obligations shall run to and benefit and burden each Party's respective personal representatives, heirs, successors and assigns, lessees, agents, and licensees (individually, "Successor in Interest"; plural or collectively, "Successors in Interest"). Notwithstanding anything in this Easement to the contrary, each Party's rights and obligations created under this Easement shall terminate as to that Party, but not as to any person or entity claiming by, through, or under that Party as a Successor in Interest upon a transfer of all of that Party's interest in this Easement or the Property as applicable, except that rights or liabilities of that Party based on acts or omissions occurring prior to that transfer shall survive the transfer. Additionally, the rights and obligations of co-tenants or other holders of an undivided or divided interest together with any Party shall survive transfer of any Party's interest to a Successor in Interest.

#### **ARTICLE II. PURPOSE OF EASEMENT**

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the Property and its environs, through management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance of soil productivity and control of soil erosion;
- Maintenance and enhancement of wildlife and game habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance or creation of a healthy balance of uneven aged timber classes;
- Maintenance or improvement of the overall quality of the timber resource;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas.



- \* Maintenance of economically viable agricultural and silvicultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property.

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

The purpose of this Easement is that the Conservation Purposes as stated shall preserve the Property in perpetuity consistent with IRC §170(h), Treasury Regulations §1.170A-14 and §704.06, Florida Statutes, as well as §196.26, Florida Statutes. The Easement constitutes a "real property interest" as established by IRC §170(h). To the extent that the Easement is conveyed for less than fair market value, the Grantee is a "qualified organization" as set forth in IRC §170(h)(3), (b)(i) (A) (5) and (c)(i); an "eligible donee" within the meaning of Treasury Regulation §1.170A-14(c)(i)(i); and a "governmental body or agency" whose purposes are those set forth in §704.06(3), Florida Statutes.

**No Representation of Tax Benefits.** The undersigned Grantor or Grantors represent, warrant and covenant to Grantee that:

A. The undersigned Grantor or Grantors have not relied upon any information or analyses furnished by Grantee with respect to either the availability, amount or effect of any deduction, credit or other benefit to Grantor or Grantors under applicable law; or the value of the Easement or the Property.

B. The undersigned Grantor or Grantors have relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial and accounting professionals engaged by the undersigned Grantor or Grantors. If any person providing services in connection with this grant of conservation easement or the Property was recommended by Grantee, the undersigned Grantor or Grantors acknowledge that Grantee is not responsible in any way for the performance of services by these persons.

C. This Easement is not conditioned upon the availability or amount of any deduction, credit or other benefit under applicable law.

### ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

To accomplish the Conservation Purposes of this Easement the following rights are conveyed to Grantee by this Easement:

A. The right to enforce protection of the conservation values of the Property;

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights

scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

E. The right of ingress and egress to the Property.

F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

G. A right to notice of intent to sell. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantee notice of such intent, and shall, in good faith, afford Grantee an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantee desires to negotiate the acquisition of the Property, or such portion thereof or interest therein, Grantee shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantee are unable, in good faith to agree to terms of an acquisition of the Property, or such interest therein or portion thereof as applicable, within 120 days thereafter, Grantor may sell the Property free of the right granted herein. Provided, however, that closing on such sale shall occur within one year of the date of Grantor's notice to Grantee. If the Property, or such portion thereof or interest therein as is applicable, has not sold within one year after Grantee's notice to Grantor that Grantee does not intend to negotiate acquisition of the property or within one year after failure to reach agreement to terms of an acquisition, then any intent to sell the Property thereafter shall require renewed notice to Grantee. This right of notice shall not be triggered by sales or transfers between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property, except to the extent arising solely out of any negligent or willful action or omission by Grantee or by any of the Indemnified Parties, all as set forth in subparagraph VI. D., below.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantor to the best of Grantor's knowledge, except to the extent arising solely out of any negligent or willful action or omission by Grantee or by any of the Indemnified Parties, all as set forth in subparagraph VI. D., below.

J. The right to have the Property maintained as reflected on the Baseline Documentation,

as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

K. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantee, in its sole discretion to cut and remove said timber. Any such cutting and removal by Grantee shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.

#### ARTICLE IV. PROHIBITED USES

The Property shall be maintained to preserve the Conservation Purposes of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted:

A. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

B. 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.

C. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, 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, 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.

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Property, and any sited deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Division of Historic Resources, as amended from time to time.

E. There shall be no 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 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.

F. Commercial or industrial activity, 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 feed lot operations.

G. 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 hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes.

H. The construction or creation of new roads or jeep trails except consistent with all applicable agricultural or silvicultural best management practices (BMPs), as appropriate.

I. There shall be no operation of motorized vehicles except on established trails and roads unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, (ii) for emergency purposes, (iii) for agricultural and silvicultural purposes, and (iv) to retrieve game that has been hunted legally.

J. Silvicultural or agricultural may continue only in accordance subparagraphs V.G. and V.H.. Areas that are currently in improved pasture as depicted in the Baseline Documentation shall not be converted to more intense silvicultural or agricultural use. Lands that are depicted in the Baseline Documentation as being wetland areas shall remain wetland areas, provided, however, Grantor may implement forest management within the wetland areas using controlled burning and thinning methods pursuant to applicable BMPs.

K. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

L. Any subdivision of the land except as may otherwise be provided in this Easement.

M. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property, except: (1) Grantee may erect and maintain signs designating the Property as land under the protection of Grantee; and (2) Grantor may erect and maintain signs concerning the on-site agribusiness, such as the existing sign stating "Meldrim Heritage Timberlands, LLC," with attached signs denoting "Tree Farm" and Stewardship Forest"; "No Hunting" and No Trespassing" signs; small, diamond-shaped boundary marker signs; and old road signs. Grantor may ask Grantee for permission to reasonably add similar signs, but no billboards or commercial signs, and Grantee's permission shall not be unreasonably withheld.

N. There shall be no commercial water wells on the Property.

O. Consistent with BMPs, as amended from time to time, timber harvesting on the Property shall continue.

P. There shall be no mitigation bank established pursuant to sections 373.4135 et seq.

Florida Statutes, on the Property.

#### ARTICLE V. GRANTOR'S RESERVED 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 Conservation Purposes 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 Conservation Purposes of this Easement.

A. The right to observe, maintain, photograph, introduce and stock fish or wildlife, native to the state of Florida, on the Property; to use the Property for non-commercial hiking, camping, and horseback riding, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated above. 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.

B. The right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

C. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

D. The right to contest tax appraisals, assessments, taxes and other charges on the Property.

E. The right to continue to use, maintain, repair, and reconstruct, but not to relocate or enlarge, 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.

F. The right to exclusive use of the improvements depicted in the Baseline Documentation and as otherwise allowed in this Easement.

G. The right to engage in sustainable forestry practices on the portions of the Property outside of any herbaceous or forested wetland area or open water area as delineated in the Baseline Documentation. "Sustainable forestry" is defined as logging practices that maintain a canopy structure of trees typical of natural northern Florida flatwoods without damaging the ability of native ground cover, shrubs or trees to maintain their ecological integrity and intact community structure and the ability to successfully reproduce or regenerate. Alternatively, participation in the Florida Forest Stewardship program administered by the Florida Department of Agriculture and Consumer Services, Division of Forestry, or a similar program approved by the Florida Department of Environmental Protection that considers sustainable forestry shall also satisfy the required standards for such activities. Fertilizer application shall be in accordance with agricultural best management practices recommended therefor 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. There shall be no cutting of cypress trees on any wetland area of the Property. Notwithstanding the terms of this paragraph, the Grantor shall continue to have the right to control burn, prune, and thin trees according to accepted BMPs and to remove trees that are damaged, diseased or dangerous.

H. The right to continue existing agricultural practices as depicted in the Baseline Documentation, or to modify such existing agricultural practices, including adding or changing to other agricultural practices ("changes"), provided that no such changes shall impair the conservation purposes of this Easement any more than those existing practices as depicted in the Baseline Documentation. Without limiting the above, naturally growing trees may be timbered and replaced with planted or seed trees consistent with best management practices and further subject to the limitations in subparagraph V.G.

I. The right to host on the Property relocated endangered or threatened species or species of special concern that are native to the State of Florida.

J. The Grantor shall have the right to conduct hiking, non-motorized biking and horseback riding tours over existing roads and trails, and to conduct walking tours over boardwalks installed in accordance with permits obtained for the purpose from authorities with jurisdiction.

#### ARTICLE VI. GRANTEE'S REMEDIES

A. **Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in



the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**C. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**D. Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless and to the extent caused solely by the negligent or willful action or omission of any of the Indemnified Parties (2) the obligations specified in subparagraphs VIII.A. and VIII.B.; and (3) the existence or reasonable administration of this Easement.

**E. Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession or prescription.

#### **ARTICLE VII. NO PUBLIC ACCESS**

The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition.

#### **ARTICLE VIII. MISCELLANEOUS**

**A. Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**B. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

**C. Extinguishment.** If circumstances arise in the future such as render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction

of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with subparagraph VIII.D. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

**D. Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of subparagraph VIII.C., the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

**E. Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law based on the ratio as set by subparagraph VIII.D. above, pursuant to Treasury Regulation §1.170A-14(g). Grantee must use its share of any proceeds for conservation purposes in full compliance with Treasury Regulation §1.170A-14(g)(6).

**F. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to a governmental entity or nonprofit organization whose purposes include the conservation of land or water areas or the preservation of sites or properties as required by this Easement, consistent with §196.26, Florida Statutes, §704.06, Florida Statutes, IRC §170(h), and Treasury Regulation §1.170A-14. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out.

**G. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

**H. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

**I. Recordation.** Grantee shall record this instrument and any amendments in timely fashion in the official records of St. Johns County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

J. **Non-Homestead Certification.** Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

K. **Amendments.** The terms and provisions of this Easement may be amended but only by the mutual written consent of the Parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records of St. Johns County.

L. **Controlling Law.** The laws of the State of Florida shall govern the interpretation and performance of this Easement.

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

N. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

O. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

P. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.

Q. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective Successors in Interest and shall continue as a servitude running in perpetuity with the Property.

R. **Termination of Rights and Obligations.** A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

S. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.



IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

MELDRIM HERITAGE TIMBERLANDS,  
LLC, a Florida limited liability company

Sharon L. Phillips  
Signature of first witness

BY: Carolyn M. Moore  
CAROLYN M. MOORE, as Manager

Sharon L. Phillips  
Printed name of first witness

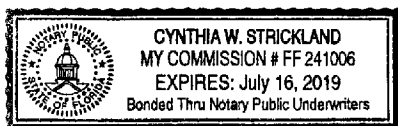
Cynthia W. Strickland  
Signature of second witness

Cynthia W. Strickland  
Printed name of second witness

STATE OF FLORIDA  
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared CAROLYN M. MOORE, as Manager of Meldrim Heritage Timberlands, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 18<sup>th</sup> day of August, 2016



Cynthia W. Strickland  
Signed  
Cynthia W. Strickland  
Printed  
NOTARY PUBLIC  
My Commission Expires:

Witnesses:

Sandra D. Ray  
Signature of first witness

Sandra D. Ray  
Printed name of first witness

Lynda I. Godfrey  
Signature of second witness

Lynda I. Godfrey  
Printed name of second witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA

BY DIVISION OF STATE LANDS OF THE FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

BY: David A. Clark  
NAME: David A. Clark  
AS ITS: Director

8/19/16  
Date signed by Buyer

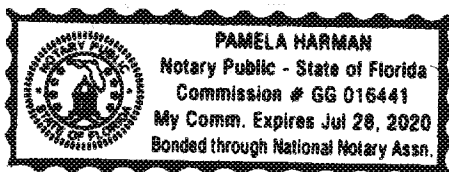
STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared DAVID A. CLARK, as Director of the DIVISION OF STATE LANDS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, and behalf of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed on behalf of the Board of Trustees.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of AUGUST, 2016

Pamela Harman  
Signed  
Pamela Harman  
Printed  
NOTARY PUBLIC

My Commission Expires:



BLA-503, Revised 5-18-09

APPROVED AS TO  
FORM AND LEGALITY

AUG 19 2016  
BY: [Signature]  
(DEP ATTORNEY)

## EXHIBIT "A"

### **Parcel 1:**

The East ½ of Section 10, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 017010-0000)

The East ½ of the Southwest ¼ of Section 10, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 017050-0000)

### **Parcel 2:**

Government Lot 1 and the Southwest ¼ of the Northwest ¼ of Section 11, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017060-0000)

The Southwest ¼ of Section 11, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 017080-0000)

Government Lots 4 and 5 and the West ½ of the Southeast ¼ of Section 11, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017090-0000)

### **Parcel 3:**

Government Lots 2, 3 and 4, and the Southeast ¼ of the Southwest ¼ of Section 12, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017120-0000)

### **Parcel 4:**

The West ½ of the Northwest ¼; the Northeast ¼ of the Southwest ¼; the Northeast ¼ of the Northwest ¼; the Northwest ¼ of the Southeast ¼; and the Southwest ¼ of the Northeast ¼ of Section 13, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017170-0000)

The Northwest ¼ of the Southwest ¼ of Section 13, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 017180-0000)

### **Parcel 5:**

The North ½ and the Southeast ¼ of Section 14, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017210-0000)

### **Parcel 6:**

The North ½ of the North ½; the Southeast ¼ of the Northeast ¼; the Southwest ¼ of the Northwest ¼; the Southwest ¼ of Section 15, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida, EXCEPT right of way for State Road 13 and except O.R. Book 130, Page 13. (Parcel No. 017220-0000)

St Johns River Blueway  
Meldrim Heritage Timberlands, LLC  
St. Johns County  
Sheet 1 of 3

BSM  
BY SK  
Date: 6.02.2016



**Parcel 7:**

Government Lot 1 in Section 16, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida, EXCEPT right of way for State Road 13. (Parcel No. 017250-0000)

Government Lot 4 in Section 16, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 017270-0000)

**Parcel 8:**

The North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ ; the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; and the Southeast  $\frac{1}{4}$  of Section 22, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017290-0000)

The East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  in Section 22, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 017380-0000)

**Parcel 9:**

The South  $\frac{1}{2}$ ; the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ ; and the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 23, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida, EXCEPT right of way for State Road 13. (Parcel No. 017390-0000 and 017390-0010)

**Parcel 10:**

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ ; and the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , all lying and being in Section 24, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida, EXCEPT Parcel No. 017420-000 recorded in O.R. Book 3302, Page 1582, St. Johns County Public Records. (Parcel No. 017410-0000 & 017410-0010 & 017430-000))

**Parcel 11:**

The Northwest  $\frac{1}{4}$ ; The Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; and the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017500-0000 & 017500-0010)

Government Lot 11 in Section 26, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 017530-0000)

**Parcel 12:**

The North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 27, Township 7 South, Range 27 East, all lying and being in St. Johns County, Florida. (Parcel No. 017640-0000)

A portion of Government Lot 1 in Section 27, Township 7 South, Range 27 East, as described in Deed Book 182, Page 551, Public Records of St. Johns County, Florida. (Parcel No. 017650-0000)

St Johns River Blueway  
Meldrim Heritage Timberlands, LLC  
St. Johns County  
Sheet 2 of 3

BSM  
BY SK  
Date: 6.02.2016

**Parcel 13:**

Grant to Manuel Crespo in Section 40, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida, EXCEPT right of way for State Road 13. (Parcel No. 018110-0000)

**Parcel 14:**

Grant to Lewis Guibert in Section 43, Township 7 South, Range 27 East, lying and being in St. Johns County, Florida. (Parcel No. 019580-0000)

**Parcel 15:**

All of Section 19, Township 7 South, Range 28 East, lying and being in St. Johns County, Florida, (Parcel No. 029930-0000 & 029930-0010)

COPY



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## Memorandum

**To:** Office of the Secretary  
Office of General Counsel  
Florida Coastal Office  
District Office  
Division of Recreation and Parks  
Division of Water Resource Management  
Division of State Lands

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
X

**FROM:** David Clark, Director  
Office of Cabinet Affairs

**SUBJECT:** Notice of Board Action

**DATE:** April 26, 2016

---

ITEM #      **Item 4**

TITLE:      **Jo Meldrim, et al, Option Agreement/Conservation Easement/St. Johns River  
Blueway Florida Forever Project**

CABINET MEETING DATE: April 26, 2016

ACTION: Approved without objection.

---

☐ Future Board of Trustees' Action Required  
If required, date to be taken to Board of Trustees: \_\_\_\_\_

☐ Action/Follow-Up Needed  
Comments: \_\_\_\_\_

### MEMBERS:

	Present	Absent
GOVERNOR SCOTT	X	
ATTORNEY GENERAL BONDI	X	
CHIEF FINANCIAL OFFICER ATWATER	X	
COMMISSIONER OF AGRICULTURE PUTNAM	X	

The above action was taken on the subject division agenda item at today's meeting. Will you please see that the information is provided to appropriate staff for further processing/handling of the matter and that the formal action as noted is made a part of the division's master file.

Please contact me immediately if you have any questions relating to the item's action as noted (245-2024).  
Thank you for your cooperation.

DC/cb



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

**STATE OF FLORIDA**

**COUNTY OF LEON**

## **CERTIFICATE**

I, David Clark, do hereby certify that the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, met on April 26, 2016 and approved the following Item 4 on the agenda for that date.

### **Item 4 Jo Meldrim, et al, Option Agreement/Conservation Easement/St. Johns River Blueway Florida Forever Project**

**REQUEST:** Consideration of (1) an option agreement to acquire a conservation easement over approximately 5,236 acres within the St. Johns River Blueway Florida Forever project from Jo Meldrim, et al; (2) the authority to waive the survey requirement, pursuant to rule 18-1.005, F.A.C.

**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:** St. Johns

**LOCATION:** Sections 10 through 16, 22 through 24, 26, 27, 40 and 43, Township 07 South, Range 27 East; and Section 19, Township 07 South, Range 28 East

**CONSIDERATION:** \$5,975,000

<u>PARCEL</u>	<u>ACRES</u>	<u>APPRAISED BY</u>		<u>MAXIMUM VALUE</u>	<u>SELLER'S PURCHASE PRICE</u>	<u>TRUSTEES' PURCHASE PRICE</u>	<u>OPTION DATE</u>
		Ryan (04/29/15)	Zink (04/29/15)				
Meldrim	5,236.3	\$6,636,000	\$6,750,000	\$6,750,000	*	\$5,975,000** (89%)	120 days after BOT Approval

\*Property was acquired by the Meldrim family in the early 1900s. The original tract was acquired in 1909 and the property was assembled to 5,200 acres by the mid 1930s. Title names have changed for estate planning but no arm's length transactions in over 70 years.

\*\*\$1,141 per acre. Fee Value is \$14,000,000 including timber and the CE value is 48% of the fee value for the higher appraisal. The CE purchase price is 43% of the fee value.

**STAFF REMARKS:** The property is located within the St. Johns River Blueway Florida Forever project, ranked number 9 in the Florida Forever Climate Change Lands project category, approved by the Board of Trustees on September 1, 2015. The project contains 26,272 acres, of which 6,984



**Certificate for Item 4**  
**April 26, 2016 Trustees' Agenda**  
**Page Two**

acres have been acquired or are under agreement to be acquired. If the Board of Trustees approves this agreement, 19,288 acres, or 73 percent of the project, will remain to be acquired.

**Project Description**

The St. Johns River Blueway runs along the eastern shore of the St. Johns River between Green Cove Springs and Palatka. It includes considerable forested wetlands by the river and around six tributary creeks, plus mesic flatwoods, freshwater marsh, and a portion of disturbed uplands. The project also bounds and this property specifically is adjacent to the Watson Island State Forest on the west bank of the St. Johns River.

The St. Johns River Blueway project meets the Florida Forever measures and public purposes of enhancing the coordination and completion of land acquisition projects, using alternatives to fee-simple; increasing the protection of Florida's biodiversity at the species, natural community and landscape levels; protecting, restoring and maintaining the quality and natural functions of land, water and wetland systems of the state; ensuring that sufficient quantities of water are available to meet the current and future needs of natural systems and the citizens of the state; increasing natural resource-based public recreation or educational opportunities; preserving significant archaeological or historic sites; and increasing the amount of forestland available for sustainable management of natural resources.

**Property Information**

The property is owned by the Meldrim family and is the essential conservation easement property remaining to be acquired in the project. The Meldrims have been timbering this property since the early 1900s and continue to have a timber operation on the property. The Meldrims work very closely with the Department of Agriculture and Consumer Services' Florida Forest Service's County Forester to advise on sustainable timber management.

The conservation easement will permanently limit development, while allowing the landowner to sustainably harvest timber, thereby ensuring important forestry jobs stay in the community. It will also enhance ecotourism in the region by protecting the St. Johns River in which people swim, fish, and boat.

The property has four noncontiguous segments of river frontage, totaling approximately one mile, along the St. Johns River. Additionally the property has frontage on the Toco Creek, which is a navigable waterway for small water craft.

**Prohibited Uses**

Under the proposed conservation easement, the 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;

**Certificate for Item 4**  
**April 26, 2016 Trustees' Agenda**  
**Page Three**

- 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 under Article V;
- Acts or uses detrimental to the preservation of any historical or archaeological area will be prohibited;
- 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 restoration 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; and (2) for emergency purposes;
- Current agricultural uses shall not be converted to more intense agricultural uses and wetlands shall remain as wetland areas using Best Management Practices (BMPs) for burning and thinning;
- 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;
- Commercial water wells on the property are prohibited;
- Timber harvesting shall continue using BMPs; and
- There shall be no mitigation bank 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 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. In addition, the owner reserves hunting and fishing rights related to the property and may lease and sell privileges of such rights;
- The right to conduct controlled and prescribed burns with proper authorization;

**Certificate for Item 4**  
**April 26, 2016 Trustees' Agenda**  
**Page Four**

- The right to mortgage the property;
- The right to contest property taxes, appraisals and assessments;
- The right to continue to use, maintain, repair and reconstruct, but not to relocate or enlarge, all existing buildings as depicted on the Baseline Documentation Report (BDR);
- The right to exclusive use of improvements depicted on the BDR;
- The right to engage in sustainable forestry practices based on BMPs in the allowable areas delineated on the BDR;
- There shall be no harvesting in the wetlands except if needed after a natural disaster and there shall be no cutting of cypress trees in any wetland area;
- The right to continue existing agricultural practices as depicted in the BDR and the use of commonly accepted fertilizers, pesticides and herbicides using BMPs;
- The right to host relocated endangered or threatened species or species of special concern that are native to the State of Florida;
- The right to conduct eco-tours over the property; and
- The easement runs with the land and will be included in any sale of the property.

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

**Survey Waiver Request**

It is the opinion of DEP's Bureau of Survey and Mapping that the available boundary information is sufficient to reasonably protect the public's interest, and any additional benefit derived from a survey is minimal relative to cost. Therefore, a waiver of the requirement for a survey of the property is being requested pursuant to section 18-1.005, F.A.C.

While the property is being recommended for a waiver of survey at this time, should the title commitment and field inspection reveal a substantive surveying or surveying related issue, which impacts the property, a certified survey will be provided by the purchaser prior to closing.

**Closing Information**

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

**Monitoring Agency**

This property will be monitored by DEP's Office of Environmental Services as a silviculture operation based on the BDR and according BMPs.

**Certificate for Item 4**  
**April 26, 2016 Trustees' Agenda**  
**Page Five**

**Comprehensive Statement**

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 1-84)

**RECOMMEND APPROVAL**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Board of Trustees of the Internal Improvement Trust Fund on this 26<sup>th</sup> day of April A.D., 2016.

SEAL

  
\_\_\_\_\_  
David Clark, Director  
Office of Cabinet Affairs