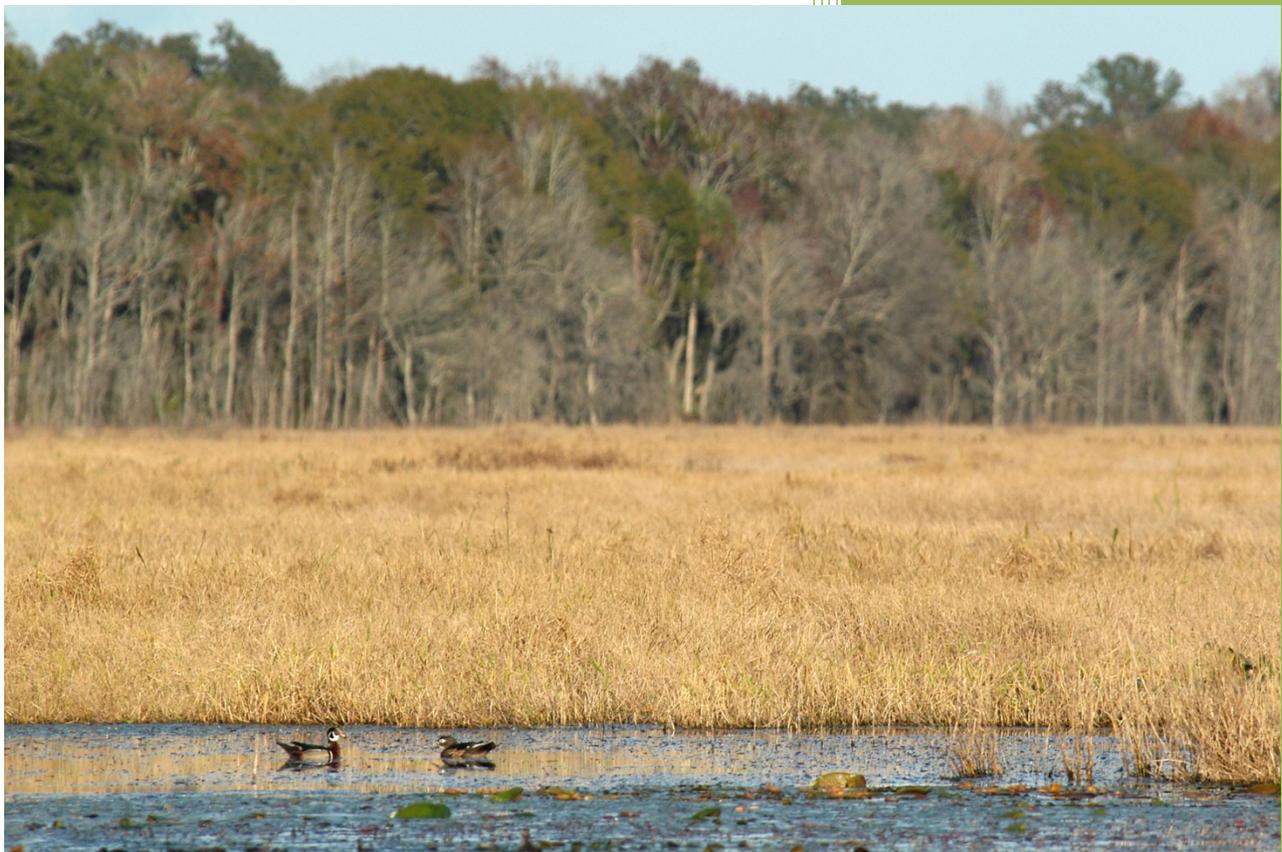




Barr Hammock Preserve Management Plan

Approved October 28, 2014



**Alachua County
Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, FL 32601**



**Barr Hammock / Ledwith Prairie / Levy Prairie
Management Plan
FCT Project #06-110-FF6 and
#07-114-FF7**

Submitted By:

**Alachua County
Environmental Protection Department
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Original Plan adopted by Alachua County Board of County Commissioners, April 10, 2007.
Updates adopted: October 14, 2008, January 27, 2009, May 8, 2012

Original Plan approved by Florida Communities Trust April 17, 2007
This Plan Update Approved by the Alachua County Board of County Commissioners,
October 28, 2014

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Barr Hammock Preserve Management Plan Summary

Date of Plan:	October 28, 2014
Management Area:	5,719 acres (original Barr Hammock acquisition 2,303 acres; Levy Prairie Addition 3,251 acres; Hare Addition 79 acres; Perry Addition 86 acres)
Location:	South Central Alachua County, near Alachua/Marion County line
Date Acquired:	September 26, 2006 (original Barr Hammock acquisition); March 13, 2009 (Levy Prairie Addition); March 13, 2009 (Hare Addition); December 9, 2010 (Perry Addition)
Cost:	Total: \$14, 990,087:\$9,957,376 (original Barr Hammock acquisition) + \$4 million (Levy Prairie Addition) + \$692,711 (Hare Addition) + \$340,000_Perry Addition
Funding Source:	Original Barr Hammock acquisition: Alachua County Forever bond 37%, SWFWMD 3%, Florida Communities Trust grant 60%; Levy Prairie Addition: North American Wetland Conservation Act grant 20%, Florida Communities Trust grant 60%, Seller donation 20%; Hare Addition: Alachua County Forever bond 11%, Florida Communities Trust grant 60%, North American Wetland Conservation Act grant 29% ; Perry Addition: Wild Spaces Public Places sales tax 100% .
Stewardship Partners:	Conservation Trust for Florida

Summary:

The Barr Hammock Preserve is located in south central Alachua County approximately one mile from the Alachua/Marion County line. It was acquired with funds from Alachua County through the Alachua County Forever bond, the Wild Spaces Public Places sales tax, Florida Communities Trust grant (FCT), North American Wetland Conservation Act grants and the Southwest Florida Water Management District. The Conservation Trust for Florida (CTF) was a partner in the grant applications and has agreed to assist Alachua County with the management of the Preserve. Outstanding biotic features include: hydric hammock, baygall, and basin marsh. The natural communities of the site support at least 27 plant and animal species that are protected by the State of Florida. The Preserve will be managed to protect, preserve and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience.

Key Management Objectives:

1. Maintain or enhance existing natural communities.
2. Inventory natural features of the site, including flora, fauna and natural communities.
3. Implement the prescribed fire management plan.
4. Protect populations of significant and listed plant and animal species.
5. Restore natural communities as appropriate.
6. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.

7. Effectively and responsibly manage historic resources.
8. Promote public outdoor recreation and environmental education consistent with preserving the historic and natural resources of the site.

Resource Management Issues:

- **RESTORATION / ENHANCEMENT**- Restore/enhance 798 acres of disturbed upland and 160 acres of disturbed wetland communities.
- **FIRE MANAGEMENT** - Develop a prescribed fire management plan to aid in restoration and enhancement of natural communities, to discourage non-fire tolerant vegetation and to maintain open habitat for listed species.
- **INVASIVE PLANTS** - Control or eradicate invasive, non-native plant species.
- **HISTORIC RESOURCES** - Protect known sites from disturbance, and coordinate with Florida Department of State, Division of Historic Resources regarding identification and protection of historic sites.
- **MONITORING** - Monitor property through field inspections and photopoints to determine relative success of management strategies and impacts of public use on the resources.

Site Development and Maintenance

- **PHYSICAL IMPROVEMENTS** – Develop two trailhead/parking facilities, entrance sign, bike rack, interpretive kiosks, interpretive signs, tetherball court, horseshoe pit, bird blind, wildlife observation platforms and overlooks.
- **RECREATION** – Develop network of hiking/biking and equestrian trails.
- **EDUCATION** - Develop interpretive exhibits (kiosk, trail signs), and host 12 regularly scheduled educational classes yearly at each site.
- **MAINTENANCE** - Maintain all improvements.
- **SECURITY** - perform regular security patrols, install informational and regulatory signage, and install additional access control.

I. INTRODUCTION

The Barr Hammock Ledwith Prairie Project and the Levy Prairie Project, known together as Barr Hammock Preserve is owned by Alachua County. The Preserve is managed by the Alachua County Environmental Protection Department, Land Conservation Division in cooperation with the Conservation Trust for Florida, Inc. (CTF). It was acquired with funds from the Alachua County Forever (ACF) bond, Wild Spaces Public Places sales tax, Florida Communities Trust (FCT) grants, North American Wetland Conservation Act grants, and the Southwest Florida Water Management District to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable, educational, and passive recreational experience. This management plan was developed to ensure that the project site will be managed and developed in accordance with the goals of the ACF program, the FCT Grant Award Agreements (Appendix A) and in furtherance of the purpose of the FCT grant applications.

FCT provides grants to eligible applicants for the acquisition of land for community-based parks, open spaces, and greenways that further outdoor recreation and natural resource protection needs identified in local government comprehensive plans. The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of the FCT grant award.

The Alachua County Forever program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. The Wild Spaces Public Places sales tax approved by voters in 2008 provided additional funds to continue acquisitions that meet the goals of the ACF program. The Barr Hammock Preserve project epitomizes the goals of the program.

LOCATION & ADJACENT USES

The 5,719-acre Barr Hammock Preserve is located in south central Alachua County between I-75, Wacahoota Road and SR-121, approximately one mile north of the Alachua/Marion County line (Exhibit A). It comprises a portion of Ledwith Prairie, the majority of the land bridge between Levy and Ledwith Prairies, and a large portion of Levy Prairie. There are a number of access points to the property. Public access to the property is planned off of SE 175th Ave, west of Micanopy and off of Wacahoota Rd via SE 11th Dr . Staff has access for management via three other privately owned roadways with access easements, and off of Wacahoota Road.

Paynes Prairie Preserve State Park is adjacent to Barr Hammock Preserve, and is located just east of the Interstate (Exhibit B). Adjacent land uses include rural, large-lot residences and agricultural properties used for cattle and timber operations. Some of these properties are also used for recreational hunting.

ACQUISITION HISTORY

The Barr Hammock Preserve originally was nominated to the County's ACF program on March 22, 2001 by CTF. Alachua County placed it on the ACF Active Acquisition List on February 26, 2002 and purchased the fee simple interest in the property from Rayonier Forest Resources L.P, on September 26, 2006 for \$9,957,376. Thirty-seven percent of the funds came

from the ACF bond, 3% from the South West Florida Water Management District through Florida Department of Transportation mitigation monies, and 60% from a Florida Communities Trust grant. Florida Communities Trust is funded primarily through the Florida Forever program, an initiative to protect important conservation and recreation lands throughout the state.

The Levy Prairie Addition to Barr Hammock Preserve was nominated to the County's ACF program on March 22, 2001 by CTF. Alachua County placed it on the ACF Active Acquisition List on June 27, 2006 and purchased the fee simple interest in the Property from V. E. Whitehurst & Sons Inc. on March 13, 2009 for \$4,000,000. Twenty percent of the funds used to purchase the property came from a North American Wetland Conservation Act grant; 60% from a Florida Communities Trust grant, and the sellers donated an additional 20%.

The Hare Addition to Barr Hammock Preserve was nominated to the County's ACF program on March 22, 2001 by CTF. Alachua County placed it on the ACF Active Acquisition List on October 14, 2008 and purchased the fee simple interest in the property on March 13, 2009 for \$692,711. Eleven percent of the funds used to purchase the property came from the ACF bond, 60% from a Florida Communities Trust grant, and 29% from a North American Wetland Conservation Act grant. Appendix B contains a copy of the deeds for Barr Hammock Preserve and Exhibit C depicts the boundaries of each acquisition.

The Perry Addition to Barr Hammock Preserve was nominated to the ACF program on March 22, 2001 by CTF. The property was placed on the active acquisition list on June 27, 2006. The county purchased the fee interest in the property on December 09, 2010. Funding for the project came from the Wild Spaces Public Places sales tax (100%).

NATURAL RESOURCES SUMMARY

Barr Hammock Preserve contains a diverse assemblage of 17 upland and wetland natural communities. It comprises the land bridge between Ledwith and Levy Prairies, and includes approximately 2/3 of Levy Prairie and a portion of Ledwith Prairie. Ledwith and Levy Prairies fluctuate between being lakes and basin marshes, much like the significantly larger and better known Paynes Prairie. Ledwith Prairie is especially important because it is one of the only large prairie/lakes in Alachua County where you can view a natural shoreline uninterrupted by development. At least 26 listed species of plants and animals are known to occur on the site. The Barr Hammock Preserve contains habitat recognized as typically suitable for 25 listed animal species as modeled by the Florida Fish and Wildlife Conservation Commission.

PREVIOUS USES

Barr Hammock has a long history of human use dating from the pre-historic cultures of the Middle Archaic to modern silvicultural and ranching activities. The 13 documented archaeological sites on the property include pre-historic Native American occupation and late 19th to 20th century farms. Previous uses include citrus, ranching and silvicultural operations in addition to recreational hunting.

Prior to acquisition by the County, the original Barr Hammock property was owned by industrial timber interests from 1933 to 2005. Ocala Manufacturing, Ice and Packing Company purchased the property including portions of Levy Prairie from the Barr family in 1933. Other portions of the prairie were in other ownerships including the Camp Phosphate Company. Ocala Manufacturing, Ice and Packing owned the property until the late 1960's/early 1970's when the Levy Prairie Portion was sold to a local family in 1968, and the wooded land bridge was sold to Container Woodlands Corporation in 1973. The wooded land bridge portion of the property was

subsequently owned by various industrial timber interests until County acquisition. Portions of the timberland appear to have been cut several times since 1933 (See Forest Resources, below). In the intervening years between harvests, cattle operations were ongoing on the property. A cattle dip vat and associated structures dating from perhaps the 1940's were located on the property. In fact, old timber company maps and locals familiar with the area call the Preserve "Barr Pasture."

Deed searches indicate that prior to 1933 the Barr family purchased and consolidated ownership of what we now know as Barr Hammock from a number of owners, who owned much smaller holdings. Many of the historic period remains on the property likely date from homesteading attempts in and prior to the 1930's. Numerous old, former agricultural areas occur on the property that appear in the 1930's aerials as clearings. In addition, structures and several roadways within the Preserve are depicted on the oldest topographic maps (USGS 1890). A number of 19th and 20th century archaeological sites also occur on the Preserve.

Uses on the Levy Prairie portion of the property did not include timber management; much of the Levy Prairie property was a marsh. Beginning in the late 1960's, the landowner drained the eastern portions of the property in order to make the land more suitable for agricultural production, primarily ranching, though sod farming occurred on the property as well (B. Whitehurst, pers. comm.). These activities continued until the 1990's, and most recently the eastern end of the property has undergone a wetland restoration. Today, the bulk of the prairie consists of herbaceous marsh with shrub invasion in some interior portions and forested wetlands ringing the perimeter.

RECREATION

Recreational facilities at Barr Hammock Preserve will include two parking area/trailhead facilities; approximately 25 miles of hiking, biking and equestrian trails, two scenic observation platforms, a bird blind, a tetherball court, horseshoe pit, interpretive signage, covered benches and 12 regularly scheduled educational classes or programs per year on each FCT-funded property that promote the protection of environmental resources.

II. PURPOSE

The purpose of the Barr Hammock Preserve project is to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience. Barr Hammock Preserve will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site. The desired future condition of Barr Hammock Preserve is the preservation of existing high quality natural communities, and restoration and/or enhancement of species diversity and wildlife habitat in areas affected by previous agricultural uses, while providing visitors with an enjoyable nature experience that enhances their understanding and appreciation of Alachua County's rich natural and cultural history.

Management goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning.

Barr Hammock Preserve will be identified in all literature and advertising as acquired with funds from the Florida Communities Trust and Alachua County Forever and operated as a natural conservation area and outdoor nature-based recreation area.

PRIORTIZED MANAGEMENT OBJECTIVES

1. Maintain or enhance existing natural communities where feasible and appropriate.
2. Inventory natural features of the site, including flora, fauna and natural communities.
3. Protect populations of significant and listed plant and animal species.
4. Implement the prescribed fire management program.
5. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.
6. Effectively and responsibly manage historic resources.
7. Promote public outdoor recreation and environmental education consistent with preserving the historic and natural resources of the site.

COMPREHENSIVE PLAN CONSISTENCY

Alachua County Comprehensive Plan directives that will be furthered by managing the site as proposed include but are not limited to the following (Alachua County Department of Growth Management. 2011):

- Policies and objectives in the Comprehensive Plan establish a level of service standard for recreation. Objective 1.1 and Policy 1.1.2 of the Recreation Element require Alachua County to maintain 5.0 acres (minimum) of improved resource-based recreation sites per 1,000 persons in the unincorporated area of Alachua County.
- Historic Preservation Element Objective 3.1 directs the County to evaluate, and where appropriate, conserve, protect, or acquire sites and areas of archaeological significance. Policy 3.1.2 directs that significant archaeological sites shall be protected from destruction.
- Policies 2.2.1, 2.2.2, and 2.2.5 of the Conservation and Open Space Element require the County to encourage environmental stewardship and provide educational programs concerning natural resource issues, including native vegetative communities, exotic species control, and natural areas protection.
- Objective 4.9 of the Conservation and Open Space Element directs the County to maintain and enhance biodiversity by protecting significant habitats, providing habitat corridors, and preventing habitat fragmentation.
- Policies 4.10.1 and 4.10.4 of the Conservation and Open Space Element direct the County to conserve and develop management strategies for strategic ecosystems, including land acquisition and resource management. Barr Hammock Preserve lies within the Barr Hammock - Levy Lake Strategic Ecosystem identified in the Alachua County Ecological Inventory Project (KBN 1996).
- Policy 5.4.13 of the Conservation and Open Space Element requires the County to accommodate the use of prescribed fire for maintaining ecosystem health and wildfire prevention.
- Objective 6.3 of the Conservation and Open Space Element directs the County to develop a linked open space network, or greenways system, for the protection enhancement and restoration of functional and connected natural systems while providing unique

opportunities for recreation, multi-modal transportation, and economic development. Conservation and Open Space Policies 6.3.2, 6.3.3, and 6.3.6 detail the components of the greenways system.

- Policies 6.6.5 and 6.6.6 of the Conservation and Open Space Element direct Alachua County to restore and enhance degraded natural areas on County-owned preservation, conservation and recreation lands, including removal of invasive non-native plants and animals, reforestation, re-establishment of fire regimes for fire-adapted ecosystems, and restoration of shorelines and natural hydrology, as needed.

LAND USE AND ZONING

Future land use designation for all tax parcels (07421-000-000, 07420-000-000, 16471-000-000, 16826-000-000, 16825-000-000, 16822-000-000, 07418-000-000, 07419-000-000, 07421-001-000, 16374-004-000, 16471-001-000, 16472-000-000, 16476-000-000, 16478-001-000, 16812-000-000, 16822-001-000, 16823-000-000, 16824-000-000, 16824-001-000, 16825-001-000, 16430-002-000, 16844-001-000 and 16475-000-000) is Preservation. In addition, the zoning has been changed from Agriculture to Preservation on all parcels.

There is a small platted subdivision with a road in Section 30, Township 11, Range 20E (Exhibit D). Staff will investigate vacating this plat and road with the Alachua County Public Works Department.

Land Use and Zoning Strategies

- Investigate vacating plat and road with Public Works Department.

III. NATURAL AND CULTURAL RESOURCES

SOILS

Twenty-two soil types recognized by the Natural Resources Conservation Service are present within the Barr Hammock Preserve (Exhibit E; Thomas et al. 1985). The upland soils are generally sandy in the surface layers and loamy or clayey with low permeability in the lower layers. The large acreages of wetland soils are dominated by mucks with poor drainage. The majority of the property, approximately 5,282 acres or 93%, has somewhat poorly drained to very poorly drained soils. Approximately 111 acres, or 2% of the Preserve, are dominated by moderately well-drained soils. The remaining area, approximately 307 acres or 5%, is classified as open water. Over 350 acres of Barr Hammock Preserve either has been farmed or was bedded or double bedded for silvicultural operations prior to County acquisition, which may have altered upper portions of soil profiles in these areas. Other than small deposits of phosphatic limestone, there are no other known mineral resources on site.

There is currently little to no evidence of erosion problems on site. Land stewards will follow generally accepted best management practices to prevent soil erosion and conserve soil and water resources on site. Saturated soils in many portions of the Preserve may limit recreational or other development. (See Appendix C for detailed soils descriptions)

HYDROLOGY AND GEOLOGY

Barr Hammock Preserve lies in the Alachua Lake Cross Valley physiographic province, a region characterized by karst topography and large flat-bottomed lakes and prairies. Two large basins, Levy and Ledwith Prairies, partially lie within the boundaries of the Preserve and are thought to have been formed by the dissolution of underlying limestone causing the slumping of

the land surface. The Preserve and this Alachua Lake Cross Valley region overlie two geologic formations: the eroded surface of Ocala Limestone, and the Coosawhatchie formation of the Hawthorn Group, which tends to exist as remnants along ridges between the basins (Williams et. al. 1977). Because the floors of the basins lie close to the top of the Ocala or Hawthorn limestone formations, at times the potentiometric surface of underlying aquifers can also be near the floors of the basins causing inundation from groundwater. However with increased water withdraws in Florida and potentiometric surface declines, inundation by groundwater may become less common.

Elevations within the Preserve range from 56 ft to 122 ft, with the highest elevations generally occurring in the southeastern portion of the Preserve corresponding with the Hawthorne group formation and lowest elevations within the two prairies, specifically in areas that generally hold water the longest.

The basins of Barr Hammock receive surface water from the surrounding landscape as well as possible inputs from groundwater. Barr Hammock lies within a drainage basin that extends to the south of Ledwith Prairie and northeastward toward Paynes Prairie and westward to Kanapaha Prairie. An area of hardwood forest, traditionally referred to as Barr Hammock, separates Ledwith Prairie from Levy Prairie. During high water, Ledwith drains north to Levy Prairie through a slough-like depression in the hardwood forest and as sheet flow through the lowest portions of the hydric hammock. Levy Prairie then drains to the west to Kanapaha Prairie where waters from the basin enter the aquifer through Pearson's Sink.

These freshwater marshes undergo water level fluctuations that coincide with climatic and seasonal rainfall patterns. Ledwith Prairie is often referred to as a lake because during wetter periods it is a large shallow expanse of open water accessible by small boats, and during dryer times it is a basin marsh with only small areas of open water, much like the significantly larger and more well known Paynes Prairie. A prior long term lessee of the property told staff that Ledwith "Lake" has gone dry twice since the 1970's and is again dry this summer of 2011. Seasonal fluctuations in water levels also follow rainfall patterns and tend to be highest in summer months when rainfall in North Florida peaks. Water levels in Ledwith Prairie have been observed to come up without associated significant rainfall (Joel Smith pers. comm.) demonstrating the influence of groundwater and the proximity of underlying limestone and associated aquifers. Ledwith Prairie is in excellent condition. It's hydrology is less altered than that of many of the surrounding, similar prairies. In contrast to Ledwith Prairie, Levy Prairie has undergone extensive hydrologic and vegetative alterations. The earliest alterations of Levy Prairie occurred on parcels to the north of the Levy Prairie Addition. Beginning in the late 1960's the prior owner of the Levy Prairie Addition portion of the prairie constructed a series of levees and ditches and installed pumps to convert Levy Prairie into a system that could be utilized for agriculture. The eastern end of Levy Prairie has been encircled with a dike and canal system with numerous interior ditches. The levee system on the western end of Levy Prairie consists of a north, a south and an east levee: the encircling levee system was never completed. As intended, this system of ditches, dikes and pumps profoundly changed the hydrology of Levy Prairie. From the time the ditch and dike system was completed the only water that the eastern prairie received was from rainfall or groundwater. The western portion received direct rainfall, water pumped from the east end and backflow of water that was captured and conveyed to the very western portions of the lake via the exterior ditch system. The ditch and dike system cut off

all surface water and seepage inputs from the surrounding landscape, significantly drying Levy Prairie.

During the El Niño winter of 1997-1998 excessive rainfall caused flooding of residences near the downstream Kanapaha Prairie, and residences to the north of the eastern portion of Levy Prairie. At that time, pumping of water for agricultural reasons from the eastern portion of Levy Prairie ceased as part of flood control measures and has never resumed. The flooding also brought attention to the role that Levy Lake could play in attenuation of flooding if it could again be utilized for water storage.

In 2001, the US Department of Agriculture, Natural Resources Conservation Service (NRCS), Wetland Reserve Program (WRP) purchased a conservation easement encompassing the portions of Levy Prairie formerly in Whitehurst ownership and a small fringe of uplands to the east of the basin (see Exhibit F for a map and Appendix D for the Conservation Easement Deed). The purpose of the easement includes restoration, protection, and management of wetlands as well as floodwater retention. Under the terms of the easement the NRCS has begun a wetland restoration project primarily focusing on the eastern end of Levy Prairie. The restoration has allowed waters from the surrounding basin to pass on to the eastern prairie through a series of water control structures. These same structures allow the NRCS to impound water in the eastern portion of the prairie under flood conditions. The western end of Levy Prairie receives water from the east side of the prairie and from areas to the south. It does not receive waters from the north, however, and will likely remain much altered in hydrology and vegetation from its historic condition. As easement holder the NRCS is responsible for management and upkeep of all water control structures associated with the levee system on Levy Prairie.

During times of high water, water flows from Ledwith to Levy Prairie. A water control structure is located along a service road at the juncture with the slough-like depression that connects the two prairies. Past managers have impounded water in Ledwith Prairie, however, Alachua County will not control water levels unless emergency conditions such as downstream flooding occur or other water management agencies (i.e., Alachua County Public Works, St Johns River Water Management District or other agencies) deem impounding water necessary. Numerous other culverts occur along the system of service roads. Not all culverts are mapped. Some are in fair to poor condition and will require replacement or modification in the near future.

Other water resources include a number of intermittent seepage streams that drain wetlands perched on higher elevations. The largest of these streams is known as Still Branch, which drains the large basin marsh on the Perry Addition. Several others occur along the south shore of Levy Prairie.

Hydrologic Strategies

- Investigate options for further hydrologic restoration of the western portion of Levy Prairie.
- Continue to monitor the condition of existing culverts in interior roadways of the Preserve.
- Maintain and replace as needed existing culverts within Alachua County Environmental Protection Department responsibility.

- Cooperate with regional water managing authorities (St. Johns River Water Management District, and Alachua County Public Works) should water levels in Ledwith Prairie require management.

NATURAL AND ALTERED COMMUNITIES

There are 17 natural communities within Barr Hammock Preserve, as classified by the Florida Natural Areas Inventory (Exhibit G, Table 1, FNAI 2010). Barr Hammock Preserve is composed of portions of two large prairies, Levy and Ledwith, the heavily wooded land bridge between Ledwith and Levy Prairies and a few mostly wooded parcels to the north and south of the prairies. Ledwith Prairie is unusual because it is one of the only large prairie/lakes in Alachua County with relatively unaltered hydrology and a natural shoreline view uninterrupted by development. Levy Prairie is also an important hydrologic, natural and scenic resource.

In terms of acreage, the prairie communities comprise a little over half of the Preserve. Hardwood dominated, non-fire dependent communities are the next most common community types and represent another third of the Preserve. It is the eastern end of the Preserve that has higher elevations, somewhat drier soil conditions and contains a mosaic of pine dominated fire-dependent communities with wetlands and hardwood forests.

Barr Hammock has a rich history of human use dating from prehistoric times to modern day which has shaped its condition and vegetative patterns (see Previous Uses). The result is a mosaic of beautiful high quality natural areas and disturbed areas that will require minimal to extensive restoration.

Basin Marsh & Flatwoods/Prairie/Marsh Lake

There are 3,155 acres of basin marsh or marsh lake within Barr Hammock Preserve. The majority of the Levy Prairie Addition is basin marsh (2799 acres), as are approximately 30 acres of the Hare Addition. The remaining acres of basin marsh within the Preserve lie within Ledwith Prairie (approximately 326 acres). Portions of both prairies lie outside of county ownership. Ledwith Prairie is in excellent condition with areas of open water and vast expanses of herbaceous vegetation. Very few woody plants are present in the Ledwith Prairie basin. Its water levels fluctuate with local groundwater levels and rainfall events (see hydrology). The portion of Levy Prairie (approximately 2/3) that lies within the Barr Hammock Preserve varies in condition from poor to fair on the west end of the Prairie to good to excellent on the eastern end of the property. The eastern end of the property has remained an herbaceous system, whereas much of the west end has become invaded with shrubs and trees. Active management of the eastern end while being used for cattle range, in concert with deeper water since the floods of 1998, likely has prevented the tree and shrub invasion that occurred on the western end of the prairie

Both Ledwith and Levy Prairies host a great diversity of birds including some excellent habitat for waterfowl such as ring-necked duck, wood duck, blue-wing teal, northern shoveler, ruddy duck, lesser scaup, and black-bellied whistling duck. Florida sandhill cranes, woodstorks, glossy ibis, snowy egrets, little blue and tri-colored herons also utilize the basins extensively. These marshes are also important resources for reptiles and amphibians. The invasive water hyacinth (*Eichhornia crassipes*) is present in the ditches and in expanses of open water on Levy Prairie and Chinese Tallow (*Sapium sebiferum*) are scattered through Levy Prairie.

Hydric Hammock

There are 1,154 acres of hydric hammock on the Preserve, making it the second most abundant natural community within the Preserve. It ranges in quality from excellent to poor. Species typically present in the hydric hammock include live oak (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), swamp chestnut (*Quercus michauxii*), shumard (*Quercus shumardii*), water oak (*Quercus nigra*) and diamond leaf oaks (*Quercus laurifolia*), winged elm (*Ulmus alata*), soapberry (*Sapindus saponaria*), muscle wood (*Carpinus caroliniana*), green ash (*Fraxinus pennsylvanica*), parsley haw (*Crataegus marshallii*), bluestem palmetto (*Sabal minor*), guinea hen weed (*Petiveria alliacea*), slender woodoats (*Chasmanthium laxum*), and switchcane (*Arundinaria gigantea*) among many others. Two plants of note occurring within the hydric hammock are Godfrey's privet (*Forestiera godfreyi*) a state endangered plant, and golden polypody (*Phlebodium aureum*), an epiphytic fern that is uncommon in locations as far north and interior as Barr Hammock. The character of the hydric hammock is somewhat variable corresponding with elevation and hydroperiod. Low areas that stay wet longer can have populations of ashes, willows, gum and maples with buttressed bases. While slightly higher areas are populated with live oaks, pines, palms and other species. The hammock, especially the western end, is dotted with depressions that stay wet for longer periods, the larger of which are mapped as basin swamps (see below). Some of the smaller or less pronounced depressions remain unmapped.

Much of the acreage of hydric hammock within Barr hammock has been continuously forested since the 1930 aerial photos, however, some patches within the hammock have been harvested in a clear-cut manner at least twice (just prior to 1984 and just prior to 2005). Pines tend to dominate in areas that have been harvested in the past. There is also evidence (stumps) of past selective logging throughout the hydric hammock. Nearly all of the acreage of continuously forested hydric hammock is in good to excellent condition.

Patches of logged hydric hammock are in fair condition (226 acres: 168 upland acres and 58 wetland acres). They are densely vegetated with species such as blackberry (*Rubus* spp.), saltbush (*Baccharis* spp.), loblolly pine (*Pinus taeda*), oaks of various species, elms, persimmon (*Diospyros virginiana*), sweetgum, gum (*Liquidambar styraciflua*), musclewood and many other species found in mature hydric hammock. As of 2011 many tree species in the most open areas reach 12+ ft in height. Areas that experienced the most intense disturbance (log loading zones) are vegetated with blackberry, shrubs and loblolly pine. Other areas were cut over in a patchier manner with many mature trees still in place with advanced regeneration in patches between areas of closed canopy. Patches of logged hydric hammock are found on the original Barr Hammock purchase (Rayonier property) and on the newest addition, the Perry Addition. These areas were cut at roughly the same time and are currently in poor to fair condition, but are recovering.

A few patches of hydric hammock also occur on the inside of the constructed levee of Levy prairie (~27 acres). Patches of hydric hammock within the eastern restored end of Levy Prairie are shrinking and likely to become basin marsh. Trees are dying likely due to high water levels resulting from the impounding of water on the eastern end of the prairie. Patches of hydric hammock on the west end of Levy Prairie, however, may be expanding, or at least the forested cover has expanded since the levee system was constructed. The effects of routing water through

the western end of the prairie as part of the eastern end restoration remain to be seen with respect to woody encroachment on the western end of Levy Prairie.

Exotic plants that occur within continuously forested hydric hammock include scattered individuals and dense patches of tri-lobate orange (*Poncirus trifoliata*) trees, an exotic plant not listed on the FLEPPC List of Most Invasive Species and likely spread by cattle in the past, populations of Japanese climbing fern (*Lygodium japonicum*), a few wax begonia (*Begonia cucullata*) and skunk vine (*Paederia foetida*) among others. Invasive plants known from cut-over areas include Japanese climbing fern, a few small patches of cogon grass (*Imperata cylindrica*), chinaberry (*Melia azedarach*), and occasional Chinese tallow. Several small scattered populations of tropical soda apple (*Solanum viarum*) plants occur on former hydric hammock inside the levee of Levy Prairie, in areas formerly heavily used by cattle, and in some clear-cut areas on the original Barr Hammock purchase. It is primarily disturbed areas that host populations of exotic plants, along roadways and in heavily logged areas.

Feral hogs continue to be problematic in the Preserve despite hunting and trapping efforts. The large expanses of inaccessible areas (Levy Prairie and hammock) along with movements driven by changing water levels, food supplies and hunting pressure have complicated removal efforts. Removal is ongoing.

Management of the hydric hammock will involve invasive plant control and survey, monitoring recovery of clear cut areas, continued floral and faunal surveys, monitoring culverts along roadways already in place to ensure their function, and removal of feral hogs.

Mesic Hammock

Mesic hammock covers approximately 279 acres of Barr Hammock Preserve. It occurs in locations along the north perimeter of Levy Prairie, intermixed with hydric hammock in the western-most portion of the land bridge between Ledwith and Levy Prairies, in areas around Still Branch, just to the west of Still Branch and just upslope from hydric hammock on the Perry Addition. In the western area, it is dominated by large live oaks and with occasional sabal palms, American holly (*Ilex opaca*), sweetgum, loblolly pines and various shrubs including saw palmetto (*Serenoa repens*). The ground cover is somewhat sparse in places. Close to the prairies, groundcover is dominated by guinea hen weed, and in other places by saw palmetto. There are several basin swamps in ancient karst features within this mesic hammock in the western land bridge area. Areas of mesic hammock near Still Branch and just to the west are dominated by live oak, with hickories (*Carya glabra*), red bay, water and laurel oaks. It has various shrubs including saw palmetto and a few rusty staggertbush (*Lyonia ferruginea*). Some of these areas may be former fire-adapted communities that have been long protected from fire. This community is largely in excellent condition. Scattered individuals of tri-lobate orange and tropical soda apple are present in some locations.

Another area of mesic hammock is located on the north side of Levy Prairie on the Hare Addition. The slopes near the prairie have a richer species mix and include basswood (*Tilia americana*), holly, sweetgum and other species. Invasive species were formerly widespread, but have been much reduced through repeated treatment. Now only scattered individuals of Ardisia (*Ardisia crenata*), tuberous sword fern (*Nephrolepis cordifolia*), mimosa (*Albizia julibrissin*), camphor (*Cinnamomum camphora*) and air potato (*Dioscorea bulbifera*) remain. Follow-up treatments are ongoing. Portions of the mesic hammock on the Hare Addition were burned in a

wildfire in 2009. Mortality of more sensitive hardwoods has occurred, but it is still in good condition.

Like other communities on the Perry Addition, the mesic hammock was heavily logged. Remaining mature trees are live oaks. The aspect of the community is brushy, but is becoming less dense as trees self-thin. It is currently in poor to fair condition, but recovering. A large patch of air potato and smaller patches of Japanese honeysuckle (*Lonicera japonica*) are known from this community.

Monitoring and invasive plant control is the primary management strategies for this community.

Mesic Flatwoods

There are 236 acres of mesic flatwoods on Barr Hammock Preserve. One hundred eighty acres are in pine plantation, approximately 10 acres were logged and not replanted and approximately 46 acres have a mature canopy. All acreage is in fair to poor condition. Planted areas vary in condition depending on number of rotations and site preparation techniques. Some of the planted areas in the best condition are in management zones 2G - northern portions (within Stand C.1, See Stand Map and Management Zone Map), The portions of Stand C.1 in management zones 2C, and northern 2D/E. Wiregrass, various perennial bunch grasses and other forbs are still present in sparse patches. These areas have good potential for restoration. Management zone 1F has some remnant herbaceous plants and has only had one rotation of pines. Other areas are lacking in almost all herbaceous vegetation except hatpins and bracken fern (2A, eastern 2C), have tall beds and scattered to dense shrubs (2B). Other areas are invaded by off-site oaks intermixed with pines and have an herbaceous flora more representative of disturbed areas, though some remnant groundcover and shrubs remain (Southern 2G, 2F). Most of the flatwoods in management zone 1 have been through two rotations of pines: 2000's and mid 1980's and have fewer valuable herbaceous remnants left in the flora.

Several areas of mesic flatwoods still have a canopy present. Areas of mesic flatwoods (33 acres) within the NRCS conservation easement and adjacent to I-75 have a pine canopy. These areas are in fair to poor condition, primarily suffering from fire exclusion. The southernmost area is characterized by slash and scattered loblolly pines with various hardwoods. A tall, dense understory of palmetto, gallberry (*Ilex glabra*), fetterbush (*Lyonia lucida*) and blueberries (*Vaccinium* spp.) underlies the canopy. Herbaceous groundcover is sparse and the duff layer is deep. Another area further north is similar except the canopy is more open and comprised of slash and longleaf pine. The NRCS is primarily responsible for managing these areas of flatwoods. Managing these lands with fire will be difficult due to fuel build-up and the proximity to I-75. Alternative methods of fuel reduction and vegetation management will be explored. Mesic flatwoods with a canopy also occur in the southeastern part of zone 1A. It is what is left of a 1984 loblolly pine plantation. Growth was extremely poor and when the planted stand in zone 1A was logged, the smallest unmerchantable trees were left. Another area in management zone 3D has a mature canopy of mixed pine species. This area is suffering from fire suppression and borders wetlands. It too has a tall, dense understory of palmetto, gallberry, fetterbush and blueberries with sparse to non-existent herbaceous groundcover and a very deep duff and litter layer. These areas will require careful reintroduction of prescribed fire, possible mechanical fuels reduction and thoughtful use of natural fire breaks.

Some portions of zone 1A were logged and never replanted. They are characterized by a shrubby layer, few pines sparse to non-existent herbs and a duff layer. They are in poor condition and difficult to burn under moderate conditions due to lack of fine fuels and the duff layer.

The disturbed mesic flatwoods will be restored through the use of prescribed fire, exotic plant control, natural regeneration, direct seeding with appropriate understory and ground cover plants, planting longleaf pines and understory species as necessary, and periodic thinning of the plantation. All proceeds from the thinning of pines will be used for resource management activities on Barr Hammock Preserve.

Basin Swamp

Barr Hammock Preserve contains approximately 182 acres of basin swamp in excellent to poor condition including several smaller basin swamps within the hydric hammock and large areas adjacent to Levy Prairie. Typical species include swamp tupelo (*Nyssa sylvatica* var. *biflora*), slash pine (*Pinus elliottii*), maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*), willow (*Salix caroliniana*) and pop ash (*Fraxinus caroliniana*).

Several areas of basin swamp are mapped just south of the southern Levy Prairie levee. Aerial photography indicates that these areas were formerly depression marsh and have become basin marsh since the construction of the levee system around Levy Prairie in the 1960's. These areas tend to be dominated by tupelo trees with maple and other wetlands species. Unlogged areas are in good to excellent condition, while areas that were logged are in poor condition. One logged area in particular has deep rutting (~6 acres). Vegetation is recolonizing the hummocks between ruts and the area is on a successional trajectory back to basin swamp.

Depressions in the hydric hammock are uncharacteristic basin swamps. They tend to be somewhat small, can be circular or irregular in shape, and are likely karst features. Some are clearly dominated by gum trees, and ash, others have concentric bands of vegetation with gum and maple near the wetland edge transitioning to shrubs, such as willow and button bush toward the center, and may or may not have an herbaceous center. Other areas have maturing maple, ash and gum trees as an overstory, with suppressed and senescent button bush and willow below.

Another sizable area of basin swamp is the area adjacent to I-75 that conveys water received from the east side of I-75 to Levy Prairie. This area is in good to excellent condition. It is much like the other basin swamps of the Preserve: it is dominated by tupelo trees with other hardwoods intermixed. The understory is generally open with herbaceous plants and ferns.

The basin swamp on the Perry Addition Property is currently in poor - fair shape. It was clearcut with the rest of the property just prior to 2005. The area currently tends to be dominated by herbs and sphagnum with bay and gum trees regenerating in patches. It has a large component of vines and some typical wetland shrubs such as fetter bush. It also has patches of pine. This area, like other forested wetlands are recovering.

All areas of basin swamp will be monitored for invasive plants and treated as needed. Areas in less good condition (timbered areas) will be monitored as they succeed back to basin swamp.

Upland Hardwood Forest

Upland hardwood forest covers approximately 154 acres of the Preserve and ranges in quality from poor to excellent. An area of excellent quality upland hardwood forest lies to the

west of Still Branch. This area is characterized by a diverse forest of hardwoods including bluff oak, basswood, basket oak and others with an open understory. It grades downslope toward Still Branch Creek. Going westward, this area grades into slightly less diverse mesic hammock.

There are two additional blocks of what is thought to have been upland hardwood forest that were converted to bedded pine plantation. These areas are in poor condition. Vegetation signatures on old aerials, original survey notes and communications with long-time care takers indicate that the area was formerly dominated by a mixture of hardwoods and some pine. Numerous hardwood saplings of a relatively diverse assemblage of species are present in these blocks amongst the planted pine. The history of the areas include minor selective logging prior to 1979 when the areas appear to have been more heavily selectively logged, followed by clearing by 1984. Records indicate that the western area was not replanted, regeneration of loblolly pines appears to have been through volunteer recruitment. The eastern block was replanted in the mid 1980's with loblolly pine. Both areas were cleared again by 2001 to 2004 with the exception of small bands along two sections of the boundary. Both areas since have been more intensively site prepared and replanted in slash pine. These areas will require restoration to return them to upland hardwood forest (see Restoration below).

Wet Flatwoods

Like the mesic flatwoods in the Preserve, there are wet flatwoods in three categories: 1. bedded plantation, 2. wet flatwoods with a canopy, and 3. logged and not replanted. In all there are 76 acres of wet flatwoods on Barr Hammock Preserve ranging in quality from fair to poor. Eleven acres are double bedded slash pine plantation with a dense shrub layer of giant gallberry (*Ilex coriacea*), fetterbush, gallberry, and few to no herbs (within Stand A, Zone 3B). A block of approximately 15 acres is severely fire excluded with a mature pine canopy of pond (*Pinus serotina*), loblolly and slash pines. Red bay (*Persea borbonia*), sweetbay (*Magnolia virginiana*), swamp tupelo and saw palmetto are also present in this area (Zone 3A). The western-most 6 acres of wet flatwoods has a patchy canopy of primarily pond pine. Shrubs are extremely dense and it does not appear to have burned in many years. Pines become thicker toward two wetland areas that surround the wet flatwoods to the north, east and west. Patches of the pines closest to the wetlands have extremely thick litter and duff surrounding upright saw palmetto (Zone 3D). Another 11 acres occur adjacent to I-75 within the NRCS conservation easement. This area is dominated by pond pine in the canopy with an understory of palmetto and dense shrubs. Due to fuel build up and its proximity to I-75, management of this area with fire will be difficult. The NRCS is primarily responsible for management of this area, however, Alachua county will be supportive of investigating alternative methods for vegetation management and fuels reduction.

Approximately 33 acres were logged prior to county acquisition, but were neither bedded nor planted with pines (Zones 3B, 3C, and 3D). Management in the un-logged area will include safely reintroducing fire into the system; management in the logged area will involve restoring the prescribed fire regime, exotic plant monitoring and treatment where necessary, natural regeneration and planting understory species as necessary.

Baygall

Sixty acres of baygall occur on the Preserve. Baygalls are located on the eastern end of the Preserve where elevation changes are pronounced and where shallow aquifers seep out of the

hillsides. The conditions of the baygalls vary from excellent to poor depending on land use history. The baygall that surrounds the blackwater stream, Still Branch, and another baygall to its northeast are in excellent condition. None of these areas have recent evidence of logging. They are scenic and characterized by large loblolly bays (*Gordonia lasianthus*), tupelo trees, sweetbay and red maple, with an understory of cinnamon (*Osmunda cinnamomea*), royal (*Osmunda regalis*) and netted chain ferns (*Woodwardia areolata*) and can have a shrubby understory or not. Two small patches of ardisia occur in and just upslope of these two areas. Both have been treated. Other areas of baygall just to the east are surrounded by logged areas, and one baygall was partially cut (Zones 3D and 2G). The most disturbed parts of these areas tend to be dominated by vines, but overall they are generally in fair to good condition. Two baygalls (northern-most) were clearcut and are dominated by vines and shrubs with mats of sphagnum moss at ground layer (Zones 3B and 3C). Loblolly bay and sweet bay saplings are re-sprouting in these areas. The cutover baygalls are in poor condition, but recovering. This community will require monitoring and invasive plant control as necessary.

Xeric Hammock

There are three distinct areas of xeric hammock (approximately 38 acres) in the southeastern portion of the Preserve in good to excellent condition. The southeastern-most block has many scrubby oaks and saw palmetto. Good quality xeric hammock occurs in an area between wet flatwoods, scrubby flatwoods and mesic flatwoods, and has a canopy of sand live oaks (*Quercus geminata*) with stagger bush and palmetto and is in good condition. The last area is located just east of Still Branch and runs between two baygalls. Vegetation in the area includes sand live oak, staggerbush, sparkleberry (*Vaccinium arboreum*), pignut hickory, hog plum (*Ximenia americana*) and wild olive (*Osmanthus americanus*). Management of the xeric hammock will involve monitoring and invasive plant control as necessary.

Sandhill

Two small areas of sandhill occur on the Preserve (19 acres) and both are in poor condition. They are both in second rotation slash pine plantation. In the last rotation they were chemically site prepared and the less physically disturbed portions of each area have more remnant forbs and grasses than most other fire-maintained areas on the Preserve. The southern portion of the western area appears to have been more physically disturbed than the other sandhill areas. Restoration of these areas will include re-introduction of fire, off site hardwood control, thinning planted pines and re-planting areas as needed.

Dome Swamp

Eight acres of dome swamp are found within the Barr Hammock Preserve, both on the Hare Addition and within the mesic flatwoods community in the original Barr Hammock Acquisition. These areas are dominated by swamp tupelo with red maple, slash pine, maidencane (*Panicum hemitomon*) and lizard tail (*Saururus cernuus*). They all have concentric bands of vegetation with gum trees at the outer edge transitioning to a grassy/herb-dominated center. The domes on the Hare Addition are in excellent to good condition; The domes in the mesic flatwood have been disturbed more recently. All pines were removed from the western dome between 2001 and 2004, but gums and other trees were left. These domes will require

diligent invasive plant monitoring and swift control, along with assessment of the successional trajectories.

Depression Marsh

A number of depression marshes occur within the matrix of flatwoods on the Preserve. Some areas mapped as depression marshes are the grassy centers of dome swamps or in one case the center of a basin swamp. All 10 acres of depression marshes are in fair to excellent condition. Those in less good condition were the ones recently disturbed by logging operations, but are recovering. In addition feral hogs root the edges from time to time. Depression marshes within the matrix of flatwoods are suffering from fire suppression at their edges, but will be burned with the surrounding flatwoods in the future. These wetlands are monitored for invasive plants and are treated for exotics as needed.

Blackwater Stream

There is one blackwater stream (approximately 3 acres), in excellent to good condition within the Preserve, Still Branch. It drains a large cut over basin swamp on the Perry addition and leads to Levy Prairie. The stream is intermittent and often dry. The waters of the large basin swamp coalesce into a defined creek just downstream of culverts at the main road into the eastern portion of the Preserve. These culverts are aging and may require replacement in the near future. The upper reaches of the stream is surrounded by pine plantation on old field and is more shrubby than lower reaches of the stream that pass through mature forest. The stream will be monitored for invasive plants and treated as needed.

Seepage Stream

There are four seepage streams draining various wetlands on the Preserve; all are intermittent. The southernmost begins outside the Preserve in a wetland complex east of the Perry Addition and drains to the large basin swamp on the Perry Addition. It passes through an area that was clearcut prior to County acquisition and is in fair condition. Another seepage stream in excellent condition begins in a depression marsh, extends through upland hardwood forest, then drains southward off the Preserve toward Ledwith Prairie. Waters from a series of baygall wetlands coalesce to form another seepage stream of excellent quality, which is located east of Still Branch and drains to a basin swamp on the south side of Levy Prairie (formerly prairie prior to levee construction). The northwestern-most seepage stream arises in an area of topographic relief in mesic hammock to the west of Still Branch and drains to a basin swamp (former prairie) adjacent to Levy Prairie. This sinuous stream with incised banks is also in excellent condition. It is crossed by one seldom-used roadway. This stream will be monitored for sediment downstream of the crossing, though currently there does not appear to be a sedimentation issue.

Scrubby Flatwoods

Barr Hammock Preserve contains 2 acres of scrubby flatwoods in fair to good condition. While all of this area has been logged, there are areas with good understory and ground cover components remaining, i.e., deer tongue (*Carphephorus paniculatus*), saw palmetto, wire grass (*Aristida stricta* var *beyrichiana*), rusty stagerbush, reindeer moss and various scrub oaks. Prescribed burning and natural succession should be all that is required in this area.

Sinkhole Lake

One sinkhole lake of less than an acre lies west of the blackwater stream, Still Branch. This small sinkhole lake is in excellent condition with relatively shallow sides vegetated with button bush, and willow.

Successional Hardwood Forest

Several areas of successional hardwood forest occur on the Preserve (64 acres). Much of the uplands on the Hare Parcel, with the exception of steep slopes near the prairie was cleared for agriculture sometime prior to 1938 until the mid to late 1960's. Since then succession has occurred and species present in formerly cleared areas include loblolly pine, live oak, cabbage palm, laurel oak, small magnolias (*Magnolia grandiflora*) and other species. Except for the prevalence of loblolly pine and laurel oak in patches, the area is beginning to resemble mesic hammock. Other areas include old pasture with remnant upland pine species on the Perry Addition property and long-unburned areas in the south eastern portion of the Preserve that have remnant wiregrass, and turkey oaks (*Quercus laevis*) among other pyric vegetation.

Old Pasture/Plantation

There are 115 acres of old pasture/ pine plantation on the Preserve. Eighty-seven acres are scheduled for restoration and discussed in the Restoration and Forest Resources sections below. Two areas are not scheduled for restoration in the near term: the Crane Field, which is being managed in an open state to provide foraging habitat for Sandhill Cranes that walk to the uplands from Ledwith Prairie, and a small area of plantation on the north rim of Levy Prairie (approximately 9 acres) that has a sparse canopy of slash pine, over bahia grass (*Paspalum notatum*). This 9-acre area was pasture in the 1930's aeriels and prior to conversion to pasture, may have been hardwood-dominated vegetation, based on other patterns around the basin rim. The area is small, and portions of it may be utilized for infrastructure development (teatherball, horseshoes, possible security residence). Upon completion of development, consideration will be given to restoring the natural communities. The other old pasture/plantaion areas generally have pasture grasses or weedy species in the understory, some degree of hardwood invasion and a dense cover of slash pine except where pines already have been heavily thinned.

Canal/Levee

Approximately 113 acres of canals and levees have been constructed on the perimeter of Levy Prairie. The eastern encircling dike (levee) is part of the structure that impounds waters on the eastern lobe of Levy Prairie. The condition of those levees vary from original construction with native material ("gumbo clay") colonized with many large trees to newly constructed levee on the north side made of imported sand and clay. The newly constructed levees are not yet colonized by large trees, but willows are beginning to establish on slopes and in adjacent ditches. There is concern that root penetration into new levees from willows or other woody plants could weaken the levee. The NRCS is responsible for maintaining the water control structures (as the permit holder), however, EPD staff will assist in implementing willow and woody control on the newly constructed levees.

Disturbed

Three areas totaling 5 acres are labeled disturbed. One is on the north rim of Levy Prairie, another is the area off SE 11th Dr. that was formerly utilized as a stock loading area, then subsequently used to stockpile dirt and stage machinery utilized in the restoration of the northern levee system, and the third is the hunt camp area overlooking Ledwith Prairie. A trailhead is planned for a portion of the disturbed area off 11th Dr. The area is currently vegetated with ruderal plants. An overlook is planned for the disturbed area overlooking Ledwith Prairie where a few stately live oaks stand in a clearing vegetated mostly by bahia grass. This area overlooking Ledwith Prairie has been cleared of most vegetation since at least the 1930's.

Borrow Pit

A two acre excavation (presumably borrow for fill) is located on the southern parcel of the Whitehurst addition near Still Branch Creek. The area is vegetated chiefly with centipede grass (*Eremochloa ophiuroides*) and loblolly pines, except where water stands which has more wetland sedges.

Abandoned Pasture

A former agricultural area of approximately 11 acres is located on the Perry Addition property adjacent to SE175th Ave. The area was most recently in active agriculture around 2000. In the intervening time the area has become invaded by loblolly pine, laurel, water and live oaks, with an understory of bahia grass, blackberries and other ruderal species. It is in this abandoned pasture that trailhead facilities and a security residence will be developed.

Table 1. A summary of natural communities, acreages, condition and community rarity within the Barr Hammock Preserve. Classification follows FNAI except where noted.

Barr Hammock Preserve				
Name	Acres	% of Area	Quality	FNAI Ranking
Basin Marsh	3102	54	Excellent-Poor	S4
Basin Swamp	182	3	Excellent-Fair	S3
Baygall	60	1	Excellent- Poor	S4
Blackwater Stream	3	>1	Excellent-Good	S2
Depression Marsh	10	>1	Good	S4
Dome Swamp	11	>1	Excellent - Good	S4
Flatwoods Prairie Lake	53	1	Excellent	S3
Hydric Hammock	1154	20	Excellent-Poor	S4
Mesic Flatwoods	236	4	Fair-Poor	S4
Mesic Hammock	279	5	Excellent - Fair	S4
Sandhill	19	>1	Fair-Poor	S2
Scrubby Flatwoods	2	>1	Fair	S3
Seepage Stream	2	>1	Excellent	S2
Sinkhole Lake	>1	>1	Excellent	S3
Upland Hardwood Forest	154	3	Excellent- Poor	S3

Wet Flatwoods	76	1	Fair-Poor	S4
Xeric Hammock	38	>1	Good	S3
<u>Other</u>				
Abandoned Pasture	11	>1		
Borrow Pit	2	>1		
Canal/Levee	113	2		
Disturbed	5	>1		
Old Pasture/Plantation	115	2		
Successional Hardwood forest	64	1		

INVASIVE EXOTIC PLANTS

Fifteen plants listed as Florida Exotic Pest Plant Council (FLEPPC) Category I species, one FLEPPC Category II species, and two invasive exotic species not listed by FLEPPC are currently known to occur on Barr Hammock Preserve (see Table 2, and http://www.fleppc.org/list/2013PlantList_HiRes.pdf, the Florida Exotic Pest Plant Council’s 2013 List of Invasive Species). Most of the infestations within the Preserve are small, with the exception of Japanese Climbing Fern.

Invasive exotic plants are known to alter native plant communities by displacing native species, changing community structure or ecological functions. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of this program is to eliminate invasive exotic plant species whenever possible and maintain a diverse association of native vegetation. This will be accomplished through an integrated pest management program that includes physical removal, chemical control, bio-control as applicable and public education. Control techniques for invasive exotic plants will follow accepted control technologies, and sites will be monitored on a yearly or more frequent interval to track populations for control operations.

Several exotic plant species are known from Barr Hammock Preserve. The following are the highest priority for treatment. Skunk vine occurs in an isolated location within un-disturbed hammock, though adjacent to a roadway. Prior to treatment it was ~ 0.5 acres with 75% cover. After repeated yearly treatments it occurs within its original footprint as isolated individuals. Treatments will continue with the goal of eradication. Japanese climbing fern is present in a number of locations in the Preserve. It has occurred as a large infestation along the southwestern levee of Levy prairie, as another sizable ~ 1.8 acre population within a clearcut in the western part of the Preserve and in scattered locations along service roads in the Preserve. It is suspected that vehicles and feral hogs are instrumental in spreading Japanese climbing fern - the worst infestations are in locations utilized by feral hogs. All of these populations have been treated at least once. Cogongrass is known along roadways and ditches of the Preserve, it also has been discovered in a number of cut-over areas of the Preserve and could possibly have been introduced by logging equipment. All cogongrass is promptly treated and each infestation site visited each year and treated as needed. Several treated areas have had no cogon present for more than two years of successive visits. Coral ardisia is present in several locations within the Preserve: as scattered individuals on the northern-most portion of the Levy Prairie Addition, as two small colonies in upland mixed forest near Still Branch, and as scattered clumps and

individuals on the Hare Addition. All populations have been treated at least once. White-flowered wandering jew (*Tradescantia fluminensis*) occurs in one small location on a levee on the south side of Levy Prairie. These species will continue to be treated in attempts to remove them from the Preserve and to avoid any expansion of their populations.

Other species lower in priority for control also occur in the Preserve. Small, manageable populations of air potato, tuberous sword fern, camphor and mimosa are known from the Hare Addition. These populations were treated multiple times to prevent further spread. Scattered Chinese tallow are known and have been treated on Levy Prairie and in open areas of the hydric hammock. Tropical soda apple (*Solanum viarum*) is present predominately in logged areas, in mesic hammock, scattered at the highest elevations within Levy Prairie and on levees surrounding Levy Prairie. Tropical soda apple has an overall coverage of <1%. Treatment options include herbicide and/or a possible biocontrol release. Populations within the prairie may be killed due to flooding during high water events. At this time staff does not believe the populations are large enough to merit or sustain an effective bio-control program. However, if the populations expand or if biocontrol becomes a viable option then it will certainly be pursued. Yellow flag (*Iris pseudacorus*) is found in ditches north of the north levee of Levy Prairie. It has spread from adjacent ornamental plantings in neighbors' yards. Treatment of this species will be a priority in upcoming years.

The Perry addition has a sizable population of air potato along its southwestern boundary and along the road edge. The population on the Perry Addition is part of a larger population that extends across the road to the south. This area has been treated multiple times and as of 2014 is infested with the biocontrol agent the air potato leaf beetle (*Lilioceris cheni*). Other exotics known from the Perry addition include scattered mimosa, chinaberry, Japanese honeysuckle and wax begonia in the basin swamp.

Another invasive plant found in ditches and canals and in patches of open water on Levy Prairie is water hyacinth. The Levy Prairie system is within the NRCS conservation easement and is primarily managed by the NRCS. Alachua County staff working with NRCS has implemented treatment for hyacinth and continues to investigate biocontrol .

Chinaberry is present in scattered locations in the hammock portion of Barr Hammock Preserve, and staff observed one Lantana (*Lantana camara*) plant on the property. Chinaberry treatments have been initiated by staff. While the trifoliolate orange (*Poncirus trifoliata*) is the most frequent and widespread exotic species on the site, the population is not expected to expand rapidly and therefore it is a lower priority for control. It is scattered through the hydric hammock, upland mixed forest, pine plantation, and other communities, with higher densities towards the west side of the property and an overall coverage of <5%. Staff treats this species if it is within other treatment areas and will concentrate on its treatment as time and funding become available.

Invasive Plant Strategies

- Continue staff surveys for invasive exotic plants.
- Treat invasive plant infestations using appropriate techniques.
- Work with the NRCS to treat exotics within the Conservation Easement.
- Monitor treated sites and institute a follow-up treatment program.
- Maintain exotic species database for property.

Table 2. Invasive exotics occurring at Barr Hammock Preserve.

Barr Hammock Preserve			
Common Name	Latin Name	FLEPPC Category	Abundance and Frequency Observed
Air Potato	<i>Dioscorea bulbifera</i>	I	Small patches
Winged Yam	<i>Dioscorea alata</i>	I	One small patch
Camphor	<i>Cinnamomum camphora</i>	I	Scattered individuals
Chinaberry	<i>Melia azedarach</i>	II	Numerous scattered individuals
Chinese Tallow	<i>Sapium sebiferum</i>	I	Scattered individuals
Cogongrass	<i>Imperata cylindrica</i>	I	Scattered individuals within treated areas and untreated populations in cut-over areas
Coral Ardisia	<i>Ardisia crenata</i>	I	Scattered individuals over 20 acres (Hare addition), scattered juvenile individuals in former population locations
Japanese Climbing Fern	<i>Lygodium japonicum</i>	I	Several populations along levees and in disturbed forest
Lantana	<i>Lantana camara</i>	I	One individual
Mimosa	<i>Albizia julibrissin</i>	I	Scattered individuals
Tropical Soda Apple	<i>Solanum viarum</i>	I	<1%, Several scattered populations
Skunk Vine	<i>Paederia foetida</i>	I	<<1% one known location
Trifoliolate Orange	<i>Poncirus trifoliata</i>	N/A	<5%, Scattered individuals throughout property
Yellow Flag	<i>Iris pseudacorus</i>	N/A	Scattered clumps north of north levee in Levy Prairie <1 acre
Sword Fern	<i>Nephrolepis cordifolia</i>	I	Scattered individuals over approximately ¼ acre
Water Hyacinth	<i>Eichornia crassipes</i>	I	Scattered patches on Levy Prairie
Wax Begonia	<i>Begonia cucullata</i>	II	Small Patch along roadway in fill, small patch in basin swamp on new addition
White-flowered	<i>Tradescantia</i>	I	< 1%

Wandering Jew	<i>fluminensis</i>		
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RESTORATION

Approximately 798 acres within Barr Hammock Preserve are identified as having been disturbed and as requiring varying levels of ecological restoration or enhancement (Exhibit G). This includes adaptive restoration of nearly 638 acres of uplands and 160 acres of wetlands. General strategies for restoring the ecological function of these natural communities are briefly outlined below. These strategies provide logical, initial steps for the long-term restoration of the biological structure and function of the target areas. The strategies will be assessed and refined as needed during the restoration process to achieve long-term restoration success. Large blocks of pine plantation that span more than one community type may be restored on a pine stand-level basis as long as natural community goals can be achieved in doing so.

Logged Hardwood Forests and Forested Wetlands (176 Upland Acres, 127 Wetland Acres)

Large areas of hardwood dominated forests were logged most recently just prior to 2005. This includes Roughly 242 acres of hydric hammock, 9.5 acres of baygall, 8 acres of mesic hammock, and 44 acres of basin swamp.

Because hydric hammock can be an upland or wetland community based on the species, hydrology and soils present, staff has opted to use the St. John’s River Water Management District’s wetland GIS coverage to provide a rough estimate of how many acres fall within each classification. According to this method there are 168 acres of logged upland hydric hammock and 74 acres of logged wetland hydric hammock.

Restoration of these areas will be deemed successful as native trees and plants common in adjacent hydric hammock communities become established in the logged areas and as the canopy closes. Management will include invasive plant surveys and control, along with assessments of successional trajectories. At present, logged hydric hammock is brushy in aspect, but numerous saplings and older trees of species common in surrounding hammock are present in the cut-over areas. Natural successional processes appear to be meeting the goals of restoration of these areas.

There are 6 acres of basin swamp that were severely disturbed by logging activities. This disturbed area was deeply rutted during the logging process. Even during a dry period, the site’s soil type and moisture levels precluded the use of heavy equipment to repair rutting. The non-rutted areas currently support 12 foot and taller basin swamp tree species. The ruts do not extend to the levee ditch and have a ponding effect with regard to water. Time and sedimentation processes will gradually fill the ruts. Vegetation is recovering via natural successional processes.

A large basin swamp on the Perry Addition and adjacent hydric hammock was clearcut most recently between 2001 and 2004. Like other forested communities natural succession is allowing vegetation to recover.

Approximately 10 acres of baygall were clearcut. Like the other cut over areas, these areas are densely vegetated with saplings and small trees of appropriate species occupying the area. Like other forested wetlands in the Preserve, the vegetation of these areas is recovering via natural succession.

Hardwood Forest and Forested Wetland Restoration Strategies

- Establish and implement monitoring protocols, including photo-monitoring.

- Control invasive species.

Logged Flatwoods and Fire Suppressed Flatwoods (11 Upland Acres, 33 Wetland Acres)

Two areas of mesic and wet flatwoods that were harvested and never planted nor site prepared occur on the Preserve (approximately 38 acres, in portions of Zone 1A (4.5 acres) and zones 3B and 3C, and 3D, 32.5 acres). These areas were cut in 2004 or 2005 (aerial photography). Burning will be attempted and if successful will be continued. If unsuccessful in carrying through the fuels or in controlling off-site oaks, other methods including mechanical and/or chemical treatment will be implemented. Many of these areas will require the introduction of plants that provide fine fuels to carry fires (i.e., perennial bunch grasses and longleaf, or pond pines).

A portion of zone 1A has parts of a 1984 loblolly pine plantation that was left because of exceptionally poor growth (~6 acres). With repeated prescribed fires the stunted loblolly pine canopy will likely experience mortality and need to be replaced with a more fire-tolerant pine species. Some mortality was observed after the 2010 fire in zone 1A. Mechanical and chemical treatment of hardwoods, prescribed fire and replanting have been implemented in zone 1A.

Flatwoods Restoration Strategies

- Develop a restoration plan that outlines specific goals, operational activities, costs, and adaptive strategies that are area specific.
- Provide restoration plans to FCT that describe planned restoration activities for wetlands (wet flatwoods) and mesic flatwoods to meet requirements of the Grant Award Agreement.
- Implement prescribed fire plan.
- Control native off-site hardwoods.
- Monitor for invasive species.
- Plant appropriate pine seedlings.
- Re-introduce herbaceous groundcover where appropriate.

Severely Fire Suppressed Communities (46 Upland Acres)

Several areas of successional hardwood forest occur on the Preserve. Some are much farther from their desired condition than others. Two areas in the SE corner of the Preserve (Zones 2D/E) have the most remnant plant species and appear to have had a less intensive land use history than other patches of successional hardwood forest on the property. Other successional hardwood forests include an old field on the north end of the Perry Addition and an area of loblolly pines and other hardwoods that came up in the cleared area around the borrow pit. A fifth area on the Hare Addition more closely resembles Mesic Hammock and will not be considered for intensive restoration to a fire-type community.

Fire will be re-introduced to the successional hardwood forest as possible. The two areas in Zones 2D/E will be the highest priority for re-introduction of fire and further efforts at restoration. The density of off-site hardwoods is such that remnant plant species tend to be near the edges of the forest. After a number of iterations of fire, the areas will be assessed for further restoration actions, such as targeted hardwood removal with the purpose of releasing remnant desirable plants.

Severely Fire Suppressed Communities Restoration Strategies

- Re-introduce fire as possible and burn frequently.
- Target areas with the most remnant desirable plant species for more intensive restoration activities such as targeted hardwood removal.
- Re-assess progress and the need for future restoration activities after several iterations of prescribed fire.

Pine Plantation Restoration Fire Maintained Communities (210 Upland Acres)

Pine plantations were established within sandhill, wet flatwoods and mesic flatwoods (Zones 2A through 2G and Zones 1C, 1D, 1E, 1F, 1G, 1K). Most of the area is in second rotation and the site preparation varies from unknown to chemical preparation to single and double bedded plantation. Restoration strategies and management actions will vary somewhat depending on site conditions and specific needs of specific sites. In general the following will be required for all plantations. Prescribed fire will be reintroduced to these areas once pines are of an age/size to tolerate low-intensity fires (often cited as at least 5 years or when the trees are 12 to 15 feet in height (Wade et al. 1986), but where fuel loads are high, perhaps older). The youngest stands in the Preserve are now 5 years of age. Where shrubs are tall and dense, mechanical treatment of fuels in between selected rows may be needed for safe burning. Tools for restoration include re-introduction of fire, timber harvest, specifically thinning at intervals, possible re-planting or seeding of groundcover, and eventual replacement of canopy pines with species that reflect the original forest composition (i.e., longleaf, slash and pond pine mixtures depending on site). Some of these areas fall into the buffer zone of an active Bald Eagle nest and therefore timing of management actions are restricted unless the staff pursues permits (see Listed Species for a discussion of management within the buffer zone). Numerous areas, particularly along the preserve boundary have been mulched between rows and/or burned as of 2014.

Approximately 105 acres of plantation burned in a wildfire in the summer of 2011. Mortality rates in much of the burned area were low (0 to 10 %), however, at least a 30 acre block had a near 95% mortality rate. These areas have been replanted with fire-tolerant species.

Fire Maintained Plantation Restoration Strategies

- Develop a restoration plan that outlines specific goals, operational activities, costs, and adaptive strategies that are area specific.
- Provide restoration plans to FCT that describe planned restoration activities for pine plantation to meet requirements of the Grant Award Agreement.
- Implement prescribed burn plan.
- Control off-site hardwoods where appropriate.
- Treat invasive plants in pine plantation.
- Conduct thinning of timber stands.
- Plant long leaf and pond pine seedlings as needed.
- Enhance understory and groundcover through planting or direct seeding of native flatwoods species.

Pine Plantation on Old Pastures (87 Upland Acres)

There are a number of former agricultural areas (cleared in early aerial photos) that have since become pine plantation (87 acres; Zones: 1B, 2F, 2G, 2J, and 3D). Two of these areas, the Crane Field and zone 1B, were heavily thinned prior to County acquisition. These two areas are

currently being managed as open areas to provide habitat for specific animals or suites of animals. The crane field is being maintained in an open state to allow sandhill cranes to walk uphill from Ledwith Prairie to pasture foraging areas and is not scheduled for restoration in the near term. Zone 1B is being managed to provide habitat for gopher tortoises and other species that utilize open areas such as savannah sparrows, grasshopper sparrows, song sparrows, bobwhite quail, turkey, fly catchers, southeastern kestrels, ground doves, and eastern bluebirds. The site has been burned two times and treated to reduce hardwood cover, and planted with longleaf pine since 2009. The area will continue to be burned on a 2 to 3 year rotation. Staff will monitor longleaf survival and conduct additional plantings as needed to establish a low stocking of pines to provide fine fuels for fire.

Plantations planted on old fields generally have poor quality groundcover dominated by needle litter, vines, oak seedlings and pasture grasses, including centipede grass (*Eremochloa ophiuroides*). Old field plantations vary from open understory and midstory (grasses and needle litter) to extremely dense, and tall mid-story with significant amounts of water oak, laurel oak and vines interspersed. Plantations planted on old fields, will be restored in the longer term, but in the shorter term will be managed to achieve a structural resemblance to the natural system, if not a species composition resemblance. Under these conditions species that utilize pinelands such as gopher tortoises, pocket gophers, and bluebirds will benefit. Tools will include thinning timber and controlling off-site hardwoods via fire, mechanical harvest and herbicides, and invasive plant control.

Pine Plantation Restoration Strategies

- Develop a restoration plan that outlines specific goals, operational activities, costs, and adaptive strategies that are area specific.
- Provide restoration plans to FCT that describe planned restoration activities to meet requirements of the Grant Award Agreement.
- Implement prescribed burn plan.
- Conduct mowing where appropriate (Crane Field)
- Control off-site hardwoods where appropriate.
- Treat invasive plants in pine plantation.
- Conduct thinning of timber stands.
- Plant long leaf and pond pine seedlings as needed.
- Enhance understory and groundcover through planting or direct seeding of native flatwoods species.

Pine Plantation on Non-fire Adapted Communities (108 Upland Acres)

Pine plantations were established on several areas that are believed formerly to have been dominated by hardwoods or a mixture of hardwood and pine (Zones 1D, 1K, 1L: 108 upland acres). The management goals of these areas are to return them to hardwood-dominated areas. Management actions will likely include thinning these areas when appropriate (at approximately 18 years of age). In the meantime management will consist of controlling exotics, evaluating the extent of hardwood regeneration, and evaluating the extent and effects of bedding. The latter two factors will affect the extent of timber harvest and possible efforts to rehabilitate bedded areas.

Plantation Restoration Strategies

- Develop a restoration plan that outlines specific goals, operational activities, costs, and adaptive strategies that are area specific.
- Conduct thinning of timber stands.
- Treat invasive plants in pine plantation.

PRESCRIBED FIRE

The restoration of natural communities and management of fuel loads are two primary reasons to utilize fire in the management of fire dependent communities at Barr Hammock Preserve. In general, the eastern end of Barr Hammock is of higher elevation and drier than the western end and it is generally the eastern end that contains the fire dependent communities including sandhill, mesic flatwoods, scrubby flatwoods and wet flatwoods. Much of the acreage of these community types is currently in pine plantation, however small patches of logged and unlogged fire dependent communities are present. In addition there are former agricultural fields that are also in pine plantation. Historically natural fires, and today prescribed fires play an important role in reducing fuel loads to help prevent catastrophic wildfire, maintaining the forest structure, promoting diversity of groundcover and creating wildlife habitat.

Prescribed fires at Barr Hammock Preserve will be utilized such that they mimic the natural fire regime to the greatest extent possible. As part of the restoration and management process, prescribed fires will be applied to pine plantations and natural communities in roughly the frequencies that would have occurred historically: mesic flatwoods (every 3 years but 1-7), wet flatwoods (5 to 7 years) and sandhill (1 to 3 years) (FNAI 2010). In areas of old field, target fire return intervals will be those of the natural community to which it is being restored or the greatest frequency at which it will carry fire and achieve goals. At present, fuel loads in fire dependent communities of the Preserve are high. The initial fires on the property have been and will continue to be dormant season burns with goals of reducing fuel loads and minimizing mortality in planted pine. As fuel loads decrease, and pine size and fire resilience increase, the season in which fire is applied will transition to growing season. Where necessary, other fuel management practices may be utilized prior to applying fire. For example, management units that contain a tall shrub layer may require mowing between every 3 to 5 rows before fire can be safely applied or planted pine may require thinning prior to applying fire. Other units without a pine canopy may need mechanical treatment – mowing or chopping so that fuels will more readily carry fire (Unit 1A, eastern side of 3D – logged portion).

In addition, Barr Hammock contains portions of two large basin marshes. Fire history of both marshes has not been frequent though one small wildfire occurred in 2010. Applying fire to basin marsh should be done only under conditions that would prevent ignition of a ground fire so as not to produce excessive smoke. Fire could be an important tool in the restoration of western Levy Prairie. However, application of fire would be coordinated with NRCS, and be a part of an overall marsh restoration program which would include hydrologic changes that would discourage woody invaders or at least other woody plant control methods coupled with fire. Much of the established woody vegetation on western Levy Prairie is too large to be controlled with fire alone.

The Preserve contains approximately 480 acres (572 acres including acreage under the NRCS conservation easement) of fire dependent communities or vegetation that will readily

carry fire (not including basin marshes). In order to mimic natural fire frequencies, approximately 160 acres (190 with NRCS acreage) of the Preserve would have to be burned each year. Staff continues to work toward that goal.

The recent fire history of Barr Hammock largely has been one of fire suppression. Prior to Alachua County management, no prescribed fire has been applied to fire dependent communities since at least the 1970's (Joel Smith, personal communication). At least one prescribed fire on the eastern part of Levy Prairie occurred in the 1990's while Levy Prairie was still being ranched. It apparently involved ground fuels and caused extended smoke problems. From 2009 to 2011 four prescribed fires occurred burning approximately 130 acres. There is evidence of past wildfire in the form of fire plow scars. In addition, there have been two known wildfires since 2006: one of approximately 95 acres on the north rim and within the basin of Levy Prairie in 2009; and another of approximately 115 acres in 2011 that occurred primarily within planted pine on the eastern portion of the Preserve.

Smoke management on Barr hammock Preserve is a large concern due to the proximity of smoke sensitive I-75 and US 441 to the east. Much of the eastern end of Barr Hammock Preserve requires an easterly component to winds so that smoke is blown safely away from I-75. In addition, some burn units that were logged recently have much large debris left scattered throughout. This debris creates smoke hazards if sufficient moisture is not present when burning is attempted. Given wind and moisture constraints, some portions of the eastern end of Barr Hammock have narrow burn windows. Other mechanical techniques may need to be utilized for management of these areas if conditions for burning do not materialize.

Management Zones have been designated for fire-type (and non-fire type) communities of the Preserve (see Management Zone Map, Exhibit H). Most permanent fire breaks have been installed or are planned for installation in 2011. Boundary fire breaks will be maintained on a continuous schedule with a goal that they will function as fire breaks on a year-round basis. Other temporary fire breaks may be required for initial burns or to allow burn units to be burned under a wider range of conditions. These breaks will be installed as needed. Maintenance schedules for permanent and temporary fire breaks are being developed by staff. No new fire breaks have been established on fire-type communities within the NRCS conservation easement (adjacent to I-75). Some burning and burn preparations may be constrained by the presence of nesting bald eagles or other potential listed species. In such cases, published management guidelines shall be followed.

Staff is in the process of coordinating with NRCS to determine fire management goals for fire type communities adjacent to I-75 and within the NRCS easement. These areas in particular have heavy fuels and lie adjacent to I-75. This pond pine dominated wet flatwoods has experienced fire exclusion for many years, and staff feel that the potential for smoke-related impacts is great. The NRCS has primary responsibility for determining management of the easement area and Staff will encourage NRCS to explore options that will mimic the effects of fire as closely as possible while reducing hazardous fuel loads and creating a more open forest. Tools available may include harvesting timber, mowing, and roller chopping.

Each fiscal year and each fire season fire management units are selected for burning by ACF Staff based on ecological and operational priorities and placed on that year's and season's burn plan. Fire management goals for each unit are developed. These goals change with restoration progress, burn history and the outcomes of previous fires. Staff conducts detailed monitoring of the effects of fires with both photographs and the collection of basic vegetation

and fuels related data. Detailed burn prescriptions designed to achieve stated goals are developed for each burn unit and are kept on file in EPD offices. Burn prescriptions contain burn goals, site descriptions, desired weather conditions, desired fire behavior, smoke management strategies, resources required, maps and unit descriptions, neighbor coordination, firing techniques, and contingency plans among other factors.

Current outreach efforts include a prescribed burn notification process for neighbors and planned interpretive signage explaining the benefits of prescribed fire. The notification process consists of a mail out to neighbors within a quarter mile of the Preserve before the burn season, notifying them of the intention to burn, benefits of the burn program and time frame for burning during the upcoming year. A specific request is made of landowners to contact ACF staff if they wish to be contacted the day prior to any burns.

Fire Management Goals:

- Continue to establish and maintain internal fire management units and boundary fire breaks.
- Apply fire management techniques within the fire adapted vegetative communities to re-establish and mimic the natural fire regime.
- Implement the appropriate fire frequencies and seasons for each target area.
- Maintain and or enhance biological diversity.
- Maintain and or enhance habitat for threatened and endangered species.
- Reduce fire hazards by managing fuel loads.
- Continue the outreach program to inform Preserve neighbors about the benefits of prescribed fire and its importance to the successful management of the Preserve.
- Burn approximately 160 acres/year.

A comprehensive wildfire plan will also be developed in cooperation with the Florid Forest Service (FFS). The primary goal of the plan is to develop a management strategy outlining the most desirable response to wildfires on the property, the locations of existing pre-suppression fire breaks, natural fire breaks, known hazardous areas, fuel conditions, and desired mitigation practices to reduce the risks of destructive wildfires. An informal program is already in place. Alachua County staff has created and provided map books of Alachua County Preserves to local emergency response agencies detailing locations of fire breaks and existing infrastructure as well as contact numbers for Preserve managers. Rehabilitation of fire control lines is standard practice to minimize vegetation damage, erosion problems and other operational issues associated with fire suppression lines.

Prescribed Burn Program Strategies

- Complete the wildfire management plan for Barr Hammock Preserve.
- Implement wildfire and prescribed fire management plans.
- Continue to participate in the North or Central Florida Prescribed Fire Working Groups.
- Educate neighbors and visitors about the natural role of fires in Florida.
- Cooperate with NRCS to develop and implement a prescribed fire plan within the boundaries of the Conservation Easement.

FERAL ANIMAL PROGRAM

Currently the only feral animals observed on the property are hogs. Feral hogs are large, non-native omnivorous animals common to Florida and possess the highest reproductive potential of any North American large mammal. Feral hogs impose a variety of negative environmental impacts through habitat degradation, predation on native species, and competition with native species.

A duty of the current hunt licensee on Barr Hammock is feral hog removal among other duties. Staff will investigate other methods of hog removal and put them in place once the Preserve is officially opened to the public and the license agreement is terminated. Staff will continue to monitor the site for utilization by feral animal species.

Feral Animal Program Strategies

- Continue agreement with licensee for feral hog trapping.
- Investigate other opportunities for hog removal including USDA, special licensees or other opportunities.

LISTED SPECIES

Protecting populations of listed species is a primary management concern. To accomplish this, staff will continue to survey the Preserve for listed species and manage their natural communities appropriately. Observations of FNAI tracked species will be reported to FNAI using the Field Reporting Form or by utilizing the on-line reporting form at <http://www.fnai.org/fieldreportingforms.cfm>. Management activities to protect listed species will include invasive species control, prescribed fire where appropriate, minimizing human impacts, and restoration of disturbed areas. Management activities will be analyzed to determine potential impacts on listed species (i.e. location of trails and physical improvements, timing of prescribed burns, timber harvests and planting).

Listed Plant Species

Thus far two State Endangered, two Threatened and three Commercially Exploited plants are known from Barr Hammock Preserve (Table 3). All of these plants are found in the undisturbed hammock and wetland portions of the Preserve. Further inventory of the Preserve is likely to reveal additional listed species. FNAI has identified portions of the site as Priority 1 or Priority 2 Potential Habitat for Rare Species. Plant species identified by FNAI as possibly occurring on or near the Preserve include pondspice, incised groove-bur, variable-leaved Indian-plantain, Wagner's spleenwort, Curtiss' spleenwort, ruffled spleenwort, many-flowered grass-pink, celestial lily, pinewood dainties, giant orchid, Florida mountain-mint, silver buckthorn, pinkroot and variable-leaf crownbeard.

Table 3. Listed plant species at Barr Hammock Preserve

Barr Hammock Preserve		
Common Name	Latin Name	Listed Status
Godfrey's privet	<i>Forestiera godfreyi</i>	Endangered (FL)
Florida spiny pod	<i>Matelea floridana</i>	Endangered (FL)
Anglepod	<i>Matelea gonocarpos</i>	Threatened (FL)

Treat's rainlily	<i>Zephyranthes atamasca</i> var. <i>treatiae</i>	Threatened (FL)
Greenfly Orchid	<i>Epidendrum conopseum</i>	Commercially exploited (FL)
Cinnamon fern	<i>Osmunda cinnamomea</i>	Commercially exploited (FL)
Royal fern	<i>Osmunda regalis</i>	Commercially exploited (FL)

Listed Animal Species

Twenty listed animal species have been observed utilizing habitats within Barr Hammock Preserve, including bald eagle (*Haliaeetus leucocephalus*), Florida sandhill crane (*Grus canadensis pratensis*), tri-colored heron (*Egretta tricolor*), white ibis (*Eudocimus albus*), round-tailed muskrat (*Neofiber alleni nigrescens*), and American alligator (*Alligator mississippiensis*) (see Table 4). There are several records of other listed species utilizing the Preserve that have not been verified in recent years including observations of Limpkin (*Aramus guarauna*), , Sherman's fox squirrel (*Sciurus niger shermani*), and the Florida pine snake (*Pituophis melanoleucus*). All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species. Sightings of the Florida black bear (*Ursus americanus floridanus*) were reported north of the Preserve in 2014. No sightings or verifiable sign have yet been reported within the Preserve as of late 2014.

The Preserve is managed in a manner that protects and enhances habitat for listed wildlife species that utilize or potentially utilize the project site. In general, management focuses on natural community level or ecosystem level management rather than single species management, with the philosophy that community level management will promote natural community health and therefore rare animal habitat. In certain cases management may be focused on single species. For example, an area of old field (Management Zone 1B) with somewhat better drained soils than much of the surrounding area that hosts a population of tortoises is actively being managed for tortoises. Surrounding areas are hardwood dominated or young pine plantation. Therefore, while pine plantations are being restored, Zone 1B will be managed to provide tortoise habitat. Prescribed fire has been applied to the area and herbicides have been utilized to decrease shrub and off-site hardwood cover to levels consistent with those recommended for tortoise habitat (<60% shrubs and canopy; FWC 2007 p. 32). Henceforth, fire will be utilized to encourage growth of tortoise forage (herbaceous plants) and to maintain an open aspect. Pines in low densities and native groundcover may also be planted.

At least 2 bald eagle pairs nest within the Preserve. One nest is a number of years old and well away from service roads or proposed trails. The other nest is a new nest site (established 2010 nesting season) presumably built by the same pair that was utilizing a nest on the edge of Levy Prairie that fell, and the nest tree subsequently died. The presence of two confirmed and actively used Bald Eagle nests will constrain some management activities particularly during the nesting season (October 1 through May 15). Staff will consult and follow guidelines established in the [Florida Bald Eagle Management Plan](#).

The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys are conducted to determine listed species occurrences within the Preserve.

Table 3. Listed Animal Species of Barr Hammock Preserve

Barr Hammock Preserve				
Common Name	Latin Name	GRANK	SRANK	STATE
American Alligator	<i>Alligator mississippiensis</i>	G5	S4	LS
American Redstart	<i>Setophaga ruticilla</i>	G5	S2	N
Bald Eagle	<i>Haliaeetus leucocephalus</i>	G5	S3	N
Blue Purse Web Spider	<i>Sphodros abboti</i>	GNR	S4	N
Cooper's Hawk	<i>Accipiter cooperii</i>	G5	S3	N
Eastern Indigo Snake	<i>Drymarchon couperi</i>	G3	S3	LT
Florida Sandhill Crane	<i>Grus canadensis pratensis</i>	G5T2T3	S2S3	LT
Fox Squirrel	<i>Sciurus niger shermani</i>	G5T3	S3	LS
Glossy Ibis	<i>Plegadis falcinellus</i>	G5	S3	N
Gopher Tortoise	<i>Gopherus polyphemus</i>	G3	S3	LT
Great Egret	<i>Ardea alba</i>	G5	S4	N
Little Blue Heron	<i>Egretta caerulea</i>	G5	S4	LS
Merlin	<i>Falco columbarius</i>	G5	S2	N
Osprey	<i>Pandion haliaetus</i>	G5	S3S4	LS*
Round-tailed Muskrat	<i>(Neofiber alleni nigrescens),</i>	G3	S3	N
Snowy Egret	<i>Egretta thula</i>	G5	S3	LS
Southeastern American Kestrel	<i>Falco sparverius paulus</i>	G5T4	S3	LT
Swallow-tailed Kite	<i>Elanoides forficatus</i>	G5	S2	N
Tricolored Heron	<i>Egretta tricolor</i>	G5	S4	LS
White Ibis	<i>Eudocimus albus</i>	G5	S4	LS
Wood Stork	<i>Mycteria americana</i>	G4	S2	LE

G/S2 = Imperiled because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.

G/S3 = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted range or vulnerable to extinction from other factors.

G/S4 = Apparently secure (may be rare in parts of range).

G/S5 = Demonstrably secure.

LE = Listed as Endangered ;LT = Listed as Threatened Species; LS = Listed as Species of Special Concern; N = Not currently listed, nor currently being considered for listing.

Listed Species Strategies

- Report listed and tracked species occurrence data to FNAI using the appropriate Field Reporting Form available at <http://www.fnai.org/fieldreportingforms.cfm>.
- Survey Barr Hammock Preserve for listed species and document population locations and habitats.
- Manage management zone1B to provide gopher tortoise habitat and evaluate other areas for inclusion in habitat management for tortoises.
- Follow management guidelines in relation to nesting bald eagles or other listed species.

INVENTORY OF NATURAL COMMUNITIES AND BIOTA

Surveys of flora, fauna and natural communities within Barr Hammock Preserve are ongoing, and species lists are continually updated (see Exhibits I and J). Surveys conducted by volunteer plant and wildlife experts will be encouraged through educational events on the property, including research projects, organized seasonal bird counts, and fieldtrips conducted by local natural history organizations such as the Florida Native Plant Society.

Photo monitoring is the primary method of tracking natural community changes that result from management and restoration activities. Site-specific baseline photographs are established prior to initiating major management activities and retaken periodically. Photopoints are established and monitored. Photopoint monitoring locations are stored in a Geographic Information System (GIS).

Inventory Strategies

- Continue to survey flora, fauna and natural communities.
- Encourage surveys by volunteer plant and wildlife experts and local natural history organizations.
- Maintain photopoints, and monitor.
- Utilize GIS database for tracking monitoring activities.

CULTURAL RESOURCES

The Barr Hammock Preserve is located in a culturally important region, known for its density of archeological sites and the periods represented. Nearby Paynes Prairie Preserve State Park contains 85 listed sites that span all known prehistoric cultural periods, as well as several historic period sites (FDEP 2002). Thirteen archeological sites and one resource group listed with the Florida Master Site file are located on Barr Hammock Preserve, AL04901 – AL04907, AL02607, AL4780, AL5447, AL5589, AL5590, AL02325 and resource group AL 5240. Eight of the 13 known archaeological sites within the preserve were discovered during an archeological survey performed to locate Pilgrimage Plantation, the earliest Jewish Settlement in Florida and an early sugar plantation (Wayne and Dickinson 2003). The founder of Pilgrimage Plantation was Moses Levy, the father of David Levy Yulee who was a Florida US Senator in the mid 1800's and an instrumental railroad developer. Both Levy Prairie and Levy County are named after this family. Based on current research, the remains of this settlement are thought to lie just north of the Levy Prairie Addition, and not on Barr Hammock proper.

Cultural periods thus far known from Barr Hammock Preserve include prehistoric Archaic, Cades Pond and Alachua cultures, 19th Century American through 20th Century to present day. The types of resources include native American habitation sites to artifact scatters, to historic period homestead/farmstead sites. The resource group includes structures and archaeological resources associated with a 20th century cattle operation, specifically a dip vat that was removed due to soil contamination.

Topographic maps as early as 1864 show a road with residences along it running west from Micanopy to Ledwith Lake. Joel Smith informed staff that the main road through Barr Hammock was an old stagecoach road. This road is likely to be associated with historic farm evidence discovered in the archaeological survey.

In addition, Barr Hammock Preserve may be on the route traveled by William Bartram. In his 1774 travels through Florida, William Bartram journeyed for the second time to the Alachua Savannah (now Paynes Prairie Preserve State Park). According to the Bartram Trail

Conference, Inc, President, Kathryn H. Braund, “the Alachua-Paynes Prairie-Micanopy area is one of the most significant Bartram locations in the South. Not only is the Barr Hammock-Ledwith Prairie site linked to Bartram’s journey, it is also continues as an important natural area with considerable biological diversity.” Bartram’s written materials provide excellent information for inclusion in interpretive exhibits along the trails detailing both cultural and natural history.

Extensive areas within the project’s boundaries are considered to have high potential to contain significant archaeological resources based upon the predictive criteria developed in “An Archaeological Survey of Unincorporated Alachua County, Florida: Phase 1 and Phase 2” (Southeastern Archaeological Research, Inc. 2001). To protect known and unknown cultural sites located on the property, a protection plan will be implemented in conjunction with the Division of Historical Resources (DHR). The plan consists of the following practices:

1. Cultural resources will be protected pursuant to Alachua County Code Chapter 116 Sections 1-9 and Florida Statutes Chapter 267, specifically Sections 267.061 2(a) and (b).
2. Collection of artifacts or the disturbance of archaeological and historic sites, including for research purposes, is prohibited unless prior authorization has been obtained from the Alachua County Environmental Protection Department and DHR.
3. Archeological testing shall be performed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archeological sites or identified site areas shall be closely coordinated with DHR in order to prevent the disturbance of significant sites.
4. Staff will maintain records and maps of all known cultural sites on the property, such that management staff has access to information about sites. Locations of known sites will not be identified on public maps of the property.
5. Known sites will be monitored for disturbance on a yearly basis, unless factors merit more frequent monitoring.
6. Newly discovered sites will be documented and recorded in the Florida Master Site File.

Cultural Resource Protection Strategies

- Implement the protection plan for archaeological and historical resources in coordination with DHR.
- Survey areas for cultural or historical resources before any ground disturbing activities occur.
- Interpret the cultural significance of Barr Hammock Preserve and surrounding area to the public through educational signage.

IV. FOREST RESOURCES

Prior owners of Barr Hammock Preserve harvested much of the merchantable pine timber and significant amounts of hardwood timber from the property prior to County acquisition. Subsequently, some areas were replanted in pine. Those planted pines will not be of merchantable size/age until approximately 2016-2019 and after. Forest management practices have now shifted from intensive silvicultural operations to preserving, enhancing and restoring the natural resource values of the Preserve.

Managing forest resources in order to maximize timber production is a common economic practice in Florida, and one that occurred at Barr Hammock. Immediately prior to acquisition by the County, large blocks of timber were harvested. The areas harvested in the early 2000's were replanted. Stands were established from 2001 to 2006. The previous rotation of pines was established by 1984-85 with harvesting mature stands of natural origin in the late 1970's (Aerial photographs and Rayonier Timber Company records). The exact history varies from stand to stand, and is recorded in EPD records.

Timber resources at Barr Hammock Preserve consist of approximately 347 acres of pre-merchantable planted slash pine and areas with the same history are depicted as stands (Exhibit K). Other forested areas on the Preserve do not currently require manipulation of the forested canopy to reach management goals or require further evaluation to determine what actions might be required

All stands of recently planted pine were intensively prepared for planting. Site preparation techniques vary from stand to stand and included chemical site preparation, and single and double bedding. The most recently established stands have no records, but show evidence of bedding and/or chemical application. The type of site preparation, intensity, and number of rotations of pines has affected the ecological condition of the stands. Stands that were established on old fields have few native remnants, shrub or groundcover (Portion of Stand C.2, Stand D). A few small patches remain that are first rotation plantation and these areas have a higher diversity and cover of native groundcover species. In general, in the fire maintained areas, double bedded plantations have the fewest remnant groundcover species (Stand A), except for old fields. Stand A also had a very tall and somewhat dense shrub layer. Portions of Stand A had the greatest pine mortality from the summer 2011 100+-acre wildfire. Stands that were single bedded have a healthy but patchy shrub layer, scattered remnant herbs and grasses and very few, but occasional scattered perennial bunchgrasses (Stand B, E.1, parts of E.2). Some of these single bedded areas have off-site oak invasion problems (Stand E.1, E.2). The most herbaceous remnants tend to be in areas that are in first rotation (Stand G, and small patches in Stand B) or in areas that were chemically site prepared (Stand C.1).

The Management goals for Stands A, B, C.1, E.1, portions of E.2, F, G, and H are to restore the stands to the appropriate fire maintained natural community (mesic flatwoods, wet flatwoods, or sandhill); i.e., an uneven-age age pine forest with a relatively low basal area (50-65 ft² /acre) and a diverse native groundcover. A long-term approach will be taken to achieve these goals and stand treatments will include conventional thinning, removal of off-site hardwoods, creation of canopy gaps (openings in the continuous cover formed by tree crowns), plantings within canopy openings, regular use of prescribed fires and targeted application of herbicides if needed. Retaining a pine canopy and planting grasses and longleaf pines in gaps is important to provide fine fuels that will carry fires to control hardwood competition. This method mimics the natural processes that maintain natural longleaf pine forests (frequent fires, death of single canopy trees creating "gaps" that then fill with dense longleaf pine reproduction). In the long term, once an uneven-aged stand is established at approximately the desired basal area, timber can continue to be harvested from the forest through single tree and group selection methods at intervals of 8 to 12 years. Under this scenario, the amount of timber harvested is equal to or less than the amount grown during that time period (McIntyre et al. 2008). Since many of these stands will not be of a merchantable age until 2016 and beyond, management actions in the mean-time will include frequent prescribed fire and possible off-site hardwood control. In

addition, in Stands A and B, initial thinning may preferentially target inferior slash pine that have a twisted growth pattern and therefore cannot be utilized for anything but pulp (least economically valuable product class). Better formed trees will be retained, where possible, to grow into more valuable product classes, but with the overall goal remaining the creation of small canopy gaps and retention of fine fuels for fire.

A portion of Stand A, which was severely damaged by a wildfire in 2011, will be managed slightly differently. Because mortality is extensive (approximating 100%) in an estimated 30 acres of this area, the affected area will be prepared for reforestation with longleaf pine and possibly groundcover species (should budgets permit). As part of the preparation process, beds will be flattened to the degree possible without causing excessive disturbance to remaining native plant species. This stand may still require thinning in the future and will likely require additions of other plant species to increase species diversity and improve the habitat for associated animals.

Timber Stands C.2 and D were planted on old fields and therefore lack large assemblages of native vegetation. Stands C.2 and D.2 are planted on sandy soils and have populations of tortoises within portions of the stands. The management goal for these stands is to provide habitat for gopher tortoises in the short and long term, while maintaining a canopy of pine to provide fuels for fires. This goal will be achieved in the short term through reduction of off-site hardwoods (prescribed fire, and/or herbicide application). In the long-term, management will be consistent with stands discussed above with the goal of creating uneven-aged stands with relatively low basal areas and a diverse native groundcover, however the priority for complete restoration of these stands will rank lower than those with larger assemblages of native vegetation.

Stand D.1 will be managed in the near term with a goal of creating a longer rotation stand with larger product classes. This stand will be managed to create a revenue stream to support management on the Preserve. In the short term this stand should structurally resemble the native pine forests. In the long-term the stand will be restored to native uneven-aged pine forest with a diverse groundcover. As funds permit portions of these stands may be integrated into the flatwoods restoration program discussed above in the shorter term.

Management goals for Stands E.3, J, I, and the western portion of Stand E.2 are to convert them back to a mixed pine hardwood stand (upland hardwood forest, or mesic hammock). Management tools will include a heavy thinning once merchantable, aimed to release advanced regeneration of hardwood species. These stands require further evaluations to determine the extent of hardwood regeneration throughout the stands and the extent to which beds are disrupting ecological processes (drainage). Other work may be required to flatten beds in selected locations. Management of these stands should be adaptive and be aimed to achieve goals of restoration of hardwood-dominated natural communities.

A small area of planted slash pine north of Levy Prairie (~5 acres) was established on an old field, however, due to the small area and poor rate of establishment, it is not likely to be merchantable on its own and it is too far from other stands in the Preserve to be lumped with other sales and is not considered for timber management at this time.

Reasons for deviating from practices stated above to achieve goals include issues with tree health, insect outbreaks, wildfires, changes in technology and restoration techniques or other unforeseen events.

Revenue generated from forest management within Barr Hammock Preserve will be used to fund restoration activities in the Preserve.

Objectives of Timber Management:

- Improve the health and diversity of forested communities.
- Manage for natural regeneration of the desired species.
- Manage for native groundcover that helps promote a frequent low intensity fire regime where appropriate.
- Manage for older aged forest conditions.
- Manage for a variety of forest stand structures and age classes.
- Utilize sound timber harvesting practices to maintain or enhance the natural communities and pine plantations and to provide revenues for funding management and restoration activities.
- For harvest operations, minimize the number of new roads required, limit the size of staging areas and place staging areas in the least ecologically sensitive areas.

Timber Management Strategies

- Continue to monitor the health and condition of forest stands until the initial harvests in approximately 2016 or beyond.
- Implement management techniques (prescribed fire and hardwood control) as needed to achieve overall management goals.

V. SITE DEVELOPMENT AND IMPROVEMENT

ACKNOWLEDGEMENT SIGN

FCT requires that permanent recognition signs be erected and maintained at the trailheads of the Barr Hammock Preserve. The signs acknowledge that Barr Hammock Preserve was purchased with funds from the Florida Communities Trust Program. The signs are designed to be 3 feet by 4 feet in size. One of the two required signs has been installed as of 2014.

Acknowledgement Sign Strategies

- Fabricate and install the remaining acknowledgement sign.

EXISTING PHYSICAL IMPROVEMENTS

Original Barr Hammock Acquisition-

The physical improvements on the Barr Hammock site include approximately 14 miles of unpaved forest roads (some stabilized, some not), and associated culverts; fencing in good to poor condition, associated gates; one well (four were abandoned when the cattle dip vat was removed), historic structures associated with a long-abandoned and recently removed cattle dip vat, pine plantation, and a utility and ingress/egress easement.

County efforts to clean up contaminated soils associated with the cattle dip vat have been completed.

There are two easements on the property; a utility easement and an ingress/egress easement extending from the SW 179th Avenue entrance of the Preserve to the Hudson Property, approximately 2,600 feet. The utility easement includes above ground utility lines.

Levy Prairie Addition

The existing physical improvements on the Levy Prairie Addition include a series of canals and levees and associated water control structures, unpaved forest roadway and associated culverts. Maintenance and repair of the levee and associated water control structures to function as such are the responsibility of the NRCS, however maintenance of the levee to function as a trail is the responsibility of Alachua County and is detailed in a Compatible Use Agreement between the NRCS and Alachua County.

On the parcel north of Levy Prairie there is a well that has been temporarily capped that was likely formerly used for livestock water.

Hare Addition

No improvements are located on the Hare Addition.

Perry Addition

No improvements, except fencing in poor condition are located on the Perry Addition.

Existing Physical Improvement Strategies

- Maintain roads and associated structures
- Maintain fences that are in good enough condition to warrant maintenance.
- Cooperate with the NRCS for the maintenance of dikes, ditches and water control structures.

PROPOSED PHYSICAL IMPROVEMENTS

Proposed physical improvements for Barr Hammock Preserve consist of facilities needed to promote public access to the site consistent with maintaining conservation values and those improvements needed to facilitate management and security.

Generally the public access facilities include two trailheads, a series of trails utilizing existing roadways where possible, and constructed trail; signage for the purposes of Preserve identification, education, interpretation, regulation and wayfinding. Several amenities are also proposed including bike racks, two wildlife observation platforms, a bird blind, a bridge to connect the original Barr Hammock acquisition to the Levy Prairie Addition, one or more covered benches, geocaching, and several benches at scenic locations. Proposed locations for improvements are shown in Exhibit L. All proposed amenities will be constructed as funding is available with target dates as shown in Section VIII.

Much of the Levy Prairie Addition is encumbered by a perpetual conservation easement held by the Natural Resources Conservation Service (NRCS). The easement prohibits a number of activities, and without Compatible Use Agreements or some other similar document, prevents some of the proposed improvements from being constructed within the boundaries of the easement. The county has entered into a 5 year Compatible Use Agreement with the NRCS that allows the County to construct a trailhead and associated amenities at the SE 11th Drive entrance within the boundaries of the conservation easement. This agreement will be considered for

renewal after the first 5-year period (expiring in 2015). Staff is in the process of renewing the CUA as of 2014. Staff will continue to work closely with NRCS to both meet the purpose of the conservation easement and to provide public access to the property. Staff will work on further Compatible Use Agreements to find suitable sites for other proposed amenities.

Two trailheads are planned: one has been constructed at SE 11th Drive and one will be constructed on the Perry Addition off of SE 175th Avenue. The SE 11th Drive trailhead is a 0.5-acre trailhead/parking area surrounded by a fence with an entrance sign, bike rack, interpretive signs, wayfinding signs, FCT acknowledgement sign and an interpretive kiosk. From this area, a +/- 6.5 mile loop can be walked or biked along the levee. Stabilization of portions of the levee surface is required.

The Perry Addition Trailhead will be accessed off of the publicly maintained SE 175th Avenue. The Perry Addition Trailhead will include bike and pedestrian parking, with an adjoining but separated equestrian parking area. Parking areas will include fencing, an entrance sign, interpretive signs, bike rack, wayfinding signs, FCT acknowledgement sign, and one or more interpretive kiosks. From this trailhead visitors will be able to access +/- 20 miles of trail designed in several loop systems that will be opened in phases. Equestrian use will be limited to existing roadways and trails constructed for equestrian use and will not be permitted on the levee system in order to prevent potential erosion from equestrian traffic that could cause damage to the levee system. At least three structures and several areas of trail stabilization associated with bike, equestrian and pedestrian trails will need to be constructed such that visitors can cross wetlands and water courses (likely one culvert, one boardwalk and one small foot bridge. See Exhibit L). Stabilization will include additional wetland/watercourse crossing improvements in the form of low-water crossings and/or culverts along trails utilized by equestrians, pedestrians and cyclists. In later phases of development, the trail system may be expanded and will be connected to the Levy Prairie trails accessed from SE 11th Dr. in which case a fourth structure (likely a bridge/boardwalk) will be required. Loop trails will be developed where feasible, and to the greatest extent possible trails will follow existing pathways. The general design of trails will be such that near the trailhead, equestrians will have single-use trails to the greatest extent possible. In areas farther away from the trailhead, trails will be multi-use trails, shared by pedestrians, cyclists and equestrians.

In later phases of opening the Preserve other amenities will be designed, permitted and constructed. One or more bird blind-type overlooks will be placed on the south or east levee near the connecting bridge or the SE 11th Dr. entrance. Staff will continue to work with the NRCS to find an appropriate site for an observation platform, bird blinds and other amenities on the Levy Prairie property. Hitching posts, will be constructed at one or more scenic overlook locations.

The area previously used as a hunt camp located on the original Barr Hammock acquisition will be developed into a trailside destination point, featuring a scenic observation platform for viewing wildlife on the lake. Interpretive materials will provide visitors with information on the unique natural and cultural features of Barr Hammock Preserve. The other shoreline access points will also feature scenic overlooks of Ledwith and Levy Prairies and interpretive materials.

Up to two security residence sites and one seasonal caretaker site shall be developed on Barr Hammock Preserve. The initial residence shall be constructed on the Perry Addition Property within the old field portion of the property if possible. The security resident will be a

general year round presence at the parking area and can provide other security functions as well. The security resident site shall include a stabilized roadway, power hookup, well and septic. Security residents will need to provide housing (mobile home or other suitable structure). The seasonal caretaker RV site will be co-located in proximity to the security resident to share well, septic and power. The seasonal caretaker is anticipated to be a licensee who trades an RV spot for site maintenance services. The second possible security residence site will be located on the north rim of Levy Prairie (Exhibit L) to provide a presence for the northern areas of the Preserve and be responsible for monitoring the SE 11th Dr. trailhead. Security residences will be developed based on need and as funding allows. Should either location be unsuitable for development, staff will attempt to locate other possible security resident sites within the preserve that minimize natural, and cultural resource impacts.

Should for any reason, the SE 11th Dr. trailhead become unavailable, the county will pursue moving the trailhead to the Hare Addition property along Wacahoota Road. The Hare Addition site will require more extensive and expensive development (land clearing, driveway relocation, permitting and construction of a boardwalk and trail development) to provide the same services as the SE 11th Dr. trailhead, so is therefore not the first priority for development.

Other improvements required for management may include construction of fencing and gates, additional firebreaks, stabilization where roadways/firebreaks cross wetlands, stabilization of roadways for timber management access.

To the greatest extent possible, improvements will be located to minimize impacts to the resources and to avoid impacts to listed plant and animal species. Should storm water facilities be necessary, they will be designed to provide recreational open space or wildlife habitat, and will have shallow slopes and not be fenced. The need for utility lines beyond those short segments required to provide power to security residences is not anticipated. Should additional utility lines become necessary, new lines will be buried if possible.

A review of all proposed development sites shall be sought from DHR prior to the commencement of proposed development activities in that area. Development will be sited to the greatest extent possible to avoid known archaeological sites.

Alachua County acknowledges that any proposed modifications to the Management Plan and/or undertaking any site alterations or physical improvements that are not addressed in the approved Management Plan requires prior FCT review and approval.

Improvement Strategies

- Open Barr Hammock Preserve in Phases, starting with the SE 11th Dr. Trailhead followed by the Perry Addition Trailhead, followed by additional trail loops, then development of other amenities.
- Collaborate with NRCS to execute Compatible Use Agreements that will allow limited public education and recreational amenities within the easement boundaries.
- Design, permit, and construct trailhead/parking facilities and structures for trails.
- Mark existing trails, cut needed trails.
- Design, permit, and construct wildlife observation platforms, connecting bridge and other amenities.
- Design, fabricate and install interpretive exhibits.
- Investigate alternative construction opportunities (i.e. Scouts, community service).
- Permit and construct security resident/seasonal caretaker sites.

WETLAND BUFFER

A 100-foot buffer will be provided between wetlands and major new facilities, except wildlife observation platforms, and boardwalks.

STORMWATER FACILITIES

Stormwater facilities are not anticipated for the Preserve, except if required for the parking area on the Perry Addition. Should stormwater facilities be required for future site development, they will be designed with shallow slopes and provide recreational open space or wildlife habitat in a park-like setting and will not be fenced.

EDUCATION SIGNS

Interpretive signage will be provided to educate visitors about the natural environment of the site and the cultural significance of the general area. Signs/kiosks will be placed along the trails at points of interest. Staff will investigate grant opportunities for funding the interpretive signs.

Educational Signs Strategies

- Design, fabricate and install interpretive signage and kiosks.
- Investigate funding opportunities for interpretive materials.

EDUCATION PROGRAM

Trained educators and/or resource professionals conduct twelve regularly scheduled environmental or historical educational programs per year on each property (original acquisition and the Levy Prairie Addition). Groups that take advantage of these opportunities include environmental and civic organizations, elementary, secondary and university school groups, extra-curricular student groups, and the general public. Staff regularly hosts Audubon Christmas Bird Counts and other Audubon trips, Florida Native Plant Society field trips, fieldtrips through the Florida Trail Association, and the Barr Hammock Photo Shoot Out. Inquiries from the North American Butterfly Association and the University of Florida's Wildlife Department and Law School regarding fieldtrips, butterfly surveys, coordinating a BioBlitz and hosting a wetland delineation class for environmental law students are being explored.

Education Program Strategies

- Provide 12-environmental or historical educational programs per year on each property.

PERMITS

Alachua County Staff will continue to seek proper permits for all development, maintenance and restoration work including:

- County Flood hazard area permits when projects are conducted in floodplains
- County Building permits where they are required
- County Driveway permits
- Development order issued by the Alachua County Development Review Committee for any activities not specifically exempted by the Unified Land Development Code

- Noticed General Environmental Resources Permit issued by the St. Johns River Water Management District for activities in wetlands
- Nationwide Permit 27 for stream and wetland activities issued by the U.S Army Corps of Engineers

Permit Strategies

- Apply for required permits prior to initiating physical improvements and management activities.

EASEMENTS, CONCESSIONS, AND LEASES

There are no concessions or leases on the original Barr Hammock acquisition, nor are there any proposed for the property. There are two easements on the original Barr Hammock acquisition; a utility easement and an ingress/egress easement from the SW 179th Avenue entrance of the Preserve to the Hudson Property, approximately 2,600 feet.

The County has a License Agreements with several entities to meet management goals. The Conservation Trust for Florida is a licensee and helps meet stewardship/ outreach goals. A former hunt lessee of the original Barr Hammock acquisition has a License Agreement to provide site security, maintenance and feral hog removal services in exchange for limited hunting privileges. This agreement will end once the Preserve is opened to the public or sooner. The County is developing a License Agreement with the Florida Trail Association such that the Florida Trail can conduct field trips to the site without staff presence.

The Levy Prairie parcel is encumbered by a perpetual conservation easement held by the U.S. Department of Agriculture Natural Resource Conservation Service (NRCS) as a condition of restoration activities being conducted through the Wetland Reserve Program. The easement is fairly restrictive, and prohibits the fee holder from undertaking a number of activities typically associated with land management. Permission to engage in certain activities can be obtained from the NRCS by issuance of an NRCS Compatible Use Agreement if deemed appropriate by NRCS. NRCS intends to give the landowner opportunity to participate in the management and restoration activities on the easement area.

A 5.34 acre conservation easement held by the St. Johns River Water Management District is located in the NW corner of the Perry Addition. This easement is restrictive and prohibits development or other activities that would harm the environmental values of the property. Certain management activities may be allowed on the easement with prior written consent from the easement holder (See Appendix E).

Alachua County will provide FCT with 60-days written notice and information regarding lease of any interest, the operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person’s capacity as a member of the general public, and no document will be executed without the prior written approval of FCT. Research and collecting permits may be issued by ACF for scientific research.

Should any fees be collected in the future, monies will be placed in a segregated account solely for the upkeep and maintenance of the project site.

Easement Concession and Lease Strategies

- Coordinate with NRCS on management of the area under Conservation Easement.

- Coordinate with St. Johns River Water Management District on management of the area under Conservation Easement.

VI. MANAGEMENT NEEDS

COOPERATIVE MANAGEMENT

Alachua County and the Conservation Trust For Florida, Inc., (CTF) a nonprofit corporation registered in the State of Florida, jointly applied for and were awarded two FCT grants for Barr Hammock Preserve and Levy Prairie. While Alachua County holds title to Barr Hammock Preserve Alachua County and CTF have agreed to manage both projects as one Preserve in partnership, with the County as the lead manager. CTF has committed to assist the County with educational programs and other technical and stewardship projects on the Barr Hammock Preserve.

CTF will assist the County with nature-based recreational and educational opportunities on the Preserve by recruiting participants, promoting and coordinating events. They will also assist with fund-raising, developing the Management Plan, and by providing technical expertise and advice for the implementation of the natural resources restoration and management and site improvements described in the Management Plan.

GREENWAYS

The Barr Hammock Preserve is within the Florida Ecological Greenways Network, in a Priority 6 Ecological Greenway (Exhibits M1). The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection's Office of Greenways and Trails. GIS data on land use and significant ecological areas were integrated in a process that identified a statewide Ecological Greenways Network containing all of the largest areas of ecological and natural resource significance and the landscape linkages necessary to link these areas together in one functional statewide network (Hector et al. 2002).

Barr Hammock Preserve will be protected and managed as part of an ecological corridor within the County's designated Emerald Necklace greenway system (Exhibit M2). The Alachua County Emerald Necklace Land Conservation Initiative seeks to create a publicly accessible, connected, and protected network of trails, greenways, open spaces, and waterfronts surrounding the Gainesville urban area. The Emerald Necklace Conservation Initiative is composed of large public conservation areas that are imperative to the protection of Alachua County's natural resources and smaller high conservation value tracts of lands that provide linkages between existing large conservation lands as well as linking natural areas to urban centers. Public lands in the Emerald Necklace include Paynes Prairie State Preserve, Lochloosa Wildlife Conservation Area, San Felasco Hammock, Murphree Wellfield Conservation Area, Balu Forest, and Austin Cary Memorial Forest. The Emerald Necklace is one of Alachua County's legislative priorities; the County is continuing to acquire significant tracts throughout the Necklace to create new and enhanced greenways and recreational trail systems as part of a municipal defining greenbelt.

Additionally, Barr Hammock Preserve is a key link in the Office of Greenways and Trails Northwest Marion Greenway conceptual project aiming to provide an ecological and recreational

connection between Paynes Prairie Preserve State Park, Price's Scrub, and Goethe State Forest. The Preserve lies in close proximity to the Old Florida Heritage Highway, a network of scenic roads including a portion of U.S. 441 and its connecting loop and spur roads, which together are designated a Florida Scenic Highway Corridor by the Florida Department of Transportation and Alachua County (FDOT 2008, Old Florida Heritage Highway, Inc. 2001 and 2011). County Road 234, which lies to the east of Barr Hammock Preserve, is a spur road of the Old Florida Heritage Highway. At such time as the FDOT announces that state byways may apply for extensions, consider the designation of "Jubilee Slough Road," shown on road maps as SE 175 Avenue, to be a designated segment along the Old Florida Heritage Highway.

PUBLIC INVOLVEMENT

Public involvement and local government participation was sought in the development of the Barr Hammock Preserve Management Plan through noticed public meetings and public review periods for the draft management plans. See Exhibit N for the Alachua County Forever Barr Hammock Preserve Management Planning Meeting Minutes and the Summary of Comments Received.

MAINTENANCE

Alachua County will coordinate maintenance activities through County staff, volunteers and contractors, with possible assistance from Conservation Trust for Florida. Maintenance activities include solid waste removal, maintenance of trails, roads and firebreaks, fences, gates, locks, signs and other amenities.

A temporary license agreement for maintenance and security of the original Barr Hammock acquisition was granted to a caretaker in return for limited hunting rights. Upon opening, the temporary license agreement will terminate. However, staff will pursue another caretaker license agreement trading RV camping space for Preserve maintenance services.

A perpetual conservation easement held by the U.S. Department of Agriculture Natural Resource Conservation Service is in place and affects the bulk of the Levy Prairie Addition. Alachua County staff will coordinate extensively with NRCS to achieve maintenance activities.

Access for maintenance, management and guided tours of the Preserve will be via public trailheads and via privately owned roadways over which the county has access easements.

Maintenance Strategies

- Conduct maintenance activities using County staff, volunteers, contractors, and partners as possible.
- Continue the temporary license agreement for hog trapping, maintenance and security in return for defined hunting rights until the opening of the Preserve.
- Coordinate with NRCS to determine allowed maintenance activities within eased portions of Levy Prairie.

SECURITY

The County will continue the temporary license agreement with a caretaker that exchanges limited hunting rights for maintenance and security on the original Barr Hammock acquisition. ACF staff will also work with Alachua County Sheriff's Office, Florida Fish and

Wildlife Conservation Commission (FWC), NRCS, contractors, volunteers, and neighbors on any security issues that may arise. A security residence may be developed on the property near the Perry Addition Trailhead to provide oversight of the parking area and general security, funding permitted. Unauthorized access will be evaluated and appropriate measures to discourage it will be implemented. These may include additional or more secure fencing or gates, placement of boulders or bollards and additional security patrols. Informational and regulatory signage will be posted on the site. Design and placement of these signs will be coordinated with the Alachua County Sheriff's Office and FWC law enforcement staff. Construction of fence will be undertaken only where it is necessary for security or visitor safety due to costs associated with construction and maintenance.

Security Strategies

- Provide regular security patrols.
- Post site boundaries
- Fabricate and install informational and regulatory signage.
- Fence east boundary of Perry Addition.

STAFFING

Alachua County Forever staff will coordinate the management of Barr Hammock Preserve, with assistance from other County departments, contractors, volunteers and Conservation Trust for Florida.

VII. MONITORING AND REPORTING

Alachua County Forever staff will prepare an Annual Stewardship Report on or before April 30th of each year. This report will evaluate the implementation of the management plan.

Any proposed modification of the management plan and/or undertaking any site alterations or physical improvements that are not addressed in the Barr Hammock Preserve Approved Management Plan requires prior FCT review and approval.

VII. REFERENCES

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VIII. MANAGEMENT PLAN IMPLEMENTATION CHART

Task	Target Date	Cost	Funding Source	Potential Cooperators
<u>Land Use and Zoning</u>				
Amend Future Land Use to Preservation for the Perry Parcel	Complete	Staff time		ACGMD
Change zoning to Preservation	Complete	Staff time		ACGMD
Investigate vacating plat and road with Public Works Department	Underway	Staff time		ACPW, ACGMD, ACEPD
<u>Natural Resource Protection</u>				
Coordinate review of management plan with the FWC	Complete	Staff time		FWC
Report listed and FNAI tracked species occurrence data to FNAI	Ongoing	Staff time		FNAI
Survey Barr Hammock Preserve for listed species and document population locations and habitats	Ongoing	Staff time		CTF, Volunteers
Survey flora, fauna and natural communities	Ongoing	Staff time		CTF, Volunteers
Develop GIS database for tracking monitoring activities	Ongoing	Staff time		
Establish monitoring protocols, including photo-monitoring in intact and disturbed areas throughout the Preserve	Ongoing	Staff time, plus \$50/yr	ACF	CTF, Volunteers
Manage management zone 1B to provide gopher tortoise habitat and evaluate other areas for inclusion in habitat management for tortoises.	Ongoing	Staff time		
Follow management guidelines in relation to nesting bald eagles or other listed species.	Ongoing	Staff time		
<u>Hydrologic Strategies</u>				
Continue to document the location, condition and sizes of existing culverts in interior roadways of the Preserve.	Complete	Staff time		
Maintain and replace as needed existing culverts except within the NRCS WRP easement.	As needed	Staff Time & \$3,500 /culvert replacement	ACF	

Task	Target Date	Cost	Funding Source	Potential Cooperators
<u>Invasive Plant Strategies</u>				
Work with FNAI to intensively survey invasive plants on the Preserve	Complete		FNAI	FNAI
Treat invasive plant infestations using appropriate techniques	Ongoing	Staff time, \$2500/yr	ACF	CTF
Monitor treated sites and institute a follow-up treatment program.	Ongoing	Staff time \$500/yr		CTF
Develop exotic species database for property.	Complete	Staff time		
Work with the NRCS to treat exotics within the Conservation Easement	Ongoing	Staff time		NRCS
<u>Restoration Strategies for Fire Maintained Communities and Old Pastures</u>				
Implement prescribed burn plan.	Ongoing			
Develop a restoration plan that outlines specific goals, operational activities, costs, and adaptive strategies that are area specific.	2012, 2015 and after	Staff Time		
Provide restoration plans to FCT that describe planned restoration activities to meet requirements of the Grant Award Agreement.	2012, 2015 and after	Staff Time		
Control off-site hardwoods where appropriate.	2013 and after.	\$14,000	ACF/Timber Revenues /Grants	
Conduct thinning of timber stands.	2016-2019 and after		Revenue Positive	
Plant long leaf, slash or pond pine seedlings as needed.	2012-2015, 2018-2021	\$29,000	ACF/ Timber Revenues /Grants	
Enhance understory and groundcover through planting or direct seeding of native flatwoods species.	2012-2015, 2018-2021	\$15,000	ACF/Timber Revenues /Grants	
Conduct Mowing of the Crane Field	yearly	\$1,050/yr	ACF	Licensee/contractor
<u>Restoration Strategies for Non-fire Type Communities</u>				
Develop a restoration plan for pine plantation on mesic hammock/upland hardwood that outlines specific goals, operational activities, costs, and adaptive strategies that are area specific.	2020	Staff Time		
Conduct thinning of timber stands.	2021-2024		Revenue positive	
Task	Target	Cost	Funding	Potential

	Date		Source	Cooperators
Evaluate Successional trajectories of disturbed natural communities such as logged hardwood forest and logged forested wetlands	Ongoing	Staff time		CTF, Volunteers
Pursue funding for restoration activities	Ongoing	Staff time		CTF, FWC
<u>Prescribed Burn Program Strategies</u>				
Complete the wildfire management plan for Barr Hammock Preserve.		Staff Time		
Implement wildfire and prescribed burn plan	9/07 Ongoing	\$4,000/yr	ACF	ACF, FFS
Continue to participate in the North Central Florida Prescribed Fire Working Group.	Ongoing	Staff time		CTF
Establish remaining fire breaks	9/07 Ongoing	\$5,000	ACF	FFS, Contractors
Cooperate with NRCS to develop and implement a prescribed fire plan within the boundaries of the Conservation Easement.	2010	Staff time		ACFR, FFS, NRCS
<u>Feral Animals</u>				
Control feral hogs on site	3/07 Ongoing	Staff Time	ACF	Licensee
<u>Cultural Resource Protection</u>				
Implement the protection plan for archaeological and historical resources in coordination with DHR	Ongoing	Staff time		DHR
Survey areas for cultural or historical resources before any ground disturbing activities occur	As needed	TBD	ACF	DHR, Contractor
<u>Timber Management Strategies</u>				
Continue to monitor the health and condition of forest stands until the initial harvests in approximately 2016 or beyond.	Ongoing	Staff Time		
Implement management techniques (prescribed fire and hardwood control) as needed to achieve overall management goals.	(see Prescribed fire and Restoration)			
<u>Site Development & Improvement</u>				
Fabricate and install acknowledgement signs	Sign 1, complete 2013; Sign 2, 2016	\$500	ACF/Grants	Contractor, Volunteers
Remove cattle dip vat and associated contaminated soils	07/08 Complete	\$55,000	\$50,000 Rayonier/ \$5,000 ACF Bond	ACEPD, FDEP

Task	Target Date	Cost	Funding Source	Potential Cooperators
Collaborate with NRCS to modify the existing conservation easement to specifically allow limited public education and recreational amenities within the easement boundaries.	First 5-year Agreement Complete. Continue to pursue additional agreements for future development by 2015	Staff time		
Open Barr Hammock Preserve Phase I :Design, permit and construct SE 11th Dr. Trailhead associated trails and signage.	Complete	\$12,000	ACF Bond/ Grants	
Initial Levee Vegetation Management	2012 Complete	\$7,500	ACF/ NRCS	
Phase II: Design, permit and construct Perry Addition Trailhead, associated trails, boardwalks/bridges and signage.	2016	\$410,000	ACF Bond /Grants	
Phase III: Design, permit and construct other amenities (connecting bridge, bird blinds, overlooks, teatherball, horseshoe courts).	2018	\$193,000	ACF Bond /Grants	
Design, fabricate and install interpretive exhibits.	2012-2018	\$4,250	Staff time, ACF Bond, Grants	
Permit and construct a security resident homesite.	2017	\$17,000	ACF Bond	
Investigate alternative construction opportunities (i.e. Scouts, community service workers)	Ongoing	Staff time		CTF, Volunteers
Investigate funding opportunities for development of interpretive materials	Ongoing	Staff time		CTF, Volunteers
Provide 12-environmental or historical educational programs per year	Ongoing	Staff time		CTF, WWG, Audubon Society, FNPS, UF, North American Butterfly, FTA
<u>Maintenance</u>				
Conduct maintenance activities using County staff, volunteers, contractors, and partners as possible	Ongoing	\$16,000/yr licensee will provide most of these services prior to opening	ACF/ NRCS	Volunteers, Contractors, or Licensee, NRCS
Continue the temporary license agreement for hog trapping, maintenance & security in return for minimal hunting rights	Ongoing	Staff time		Licensee

Task	Target Date	Cost	Funding Source	Potential Cooperators
<u>Security</u>				
Provide regular security patrols	Ongoing	Staff time / Licensee /Security Resident	ACF	Staff, licensee, volunteers, contractors, FWC, ACSO
Post boundaries	Ongoing		Staff time	
Fence east boundary of Perry Addition.	Complete	\$10,000	ACF Bond	
Fabricate and install informational & regulatory signage	Phase 1- Complete Phase 2- 2016. Phase 3- 2018	\$1,000	ACF	Volunteers, Public Works, community service, contractors

ACEPD Alachua County Environmental Protection Department
ACF Alachua County Forever
ACFR Alachua County Fire Rescue Department
ACGMD Alachua County Growth Management Department
ACOE United States Army Corps of Engineers
ACSO Alachua County Sheriff's Office
ACPW Alachua County Public Works
CTF Conservation Trust for Florida
DHR Department of State Division of Historic Resources
FDEP Florida Department of Environmental Protection
FFS Florida Forest Service

FNAI Florida Natural Areas Inventory
FNPS Florida Native Plant Society
FTA Florida Trails Association
FWC Florida Fish and Wildlife Conservation Commission
NRCS USDA, Natural Resource Conservation Service
SJRWMD St. Johns River Water Management District
UF University of Florida
WWG Women for Wise Growth

EXHIBIT B PUBLIC LANDS MAP

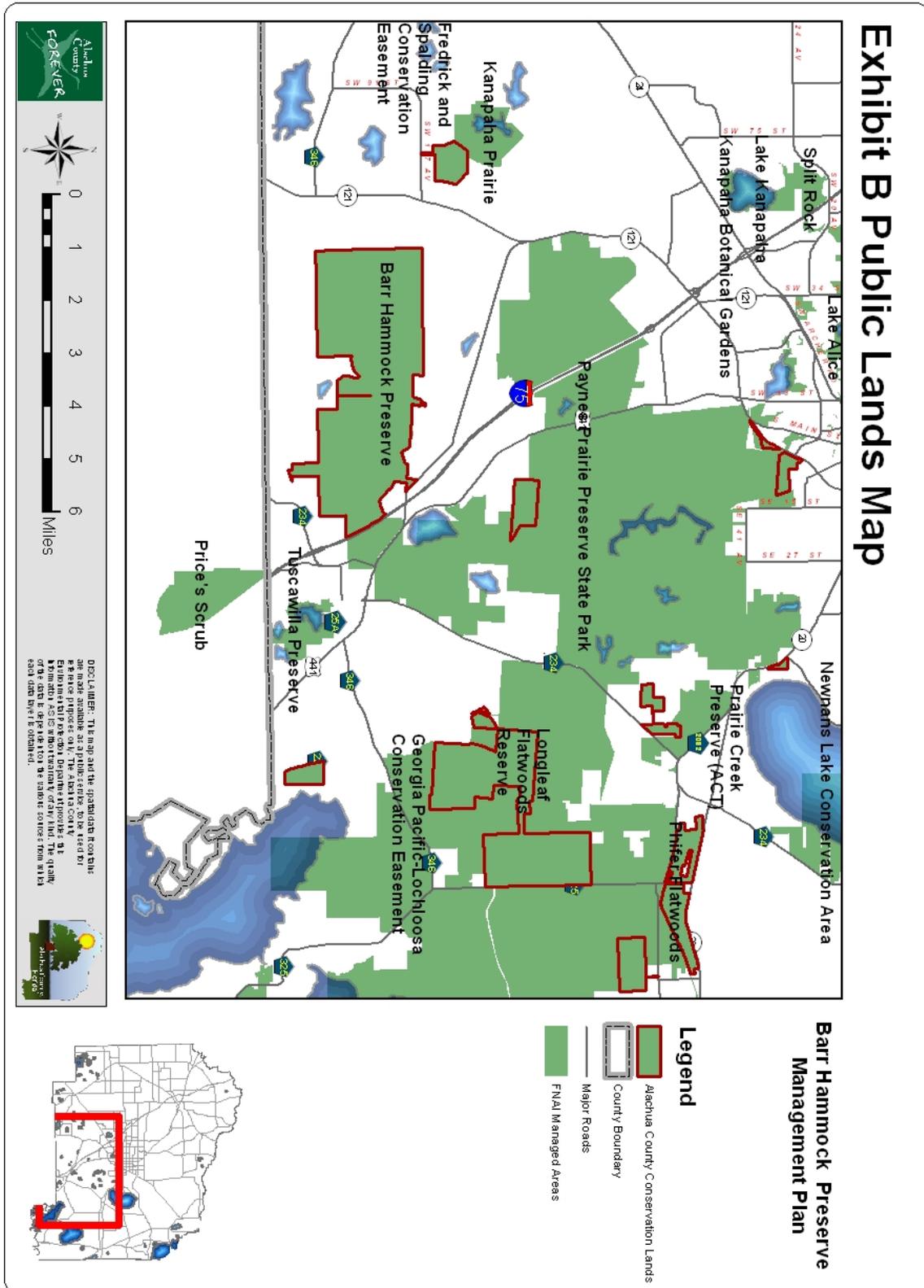


EXHIBIT C ACQUISITION HISTORY

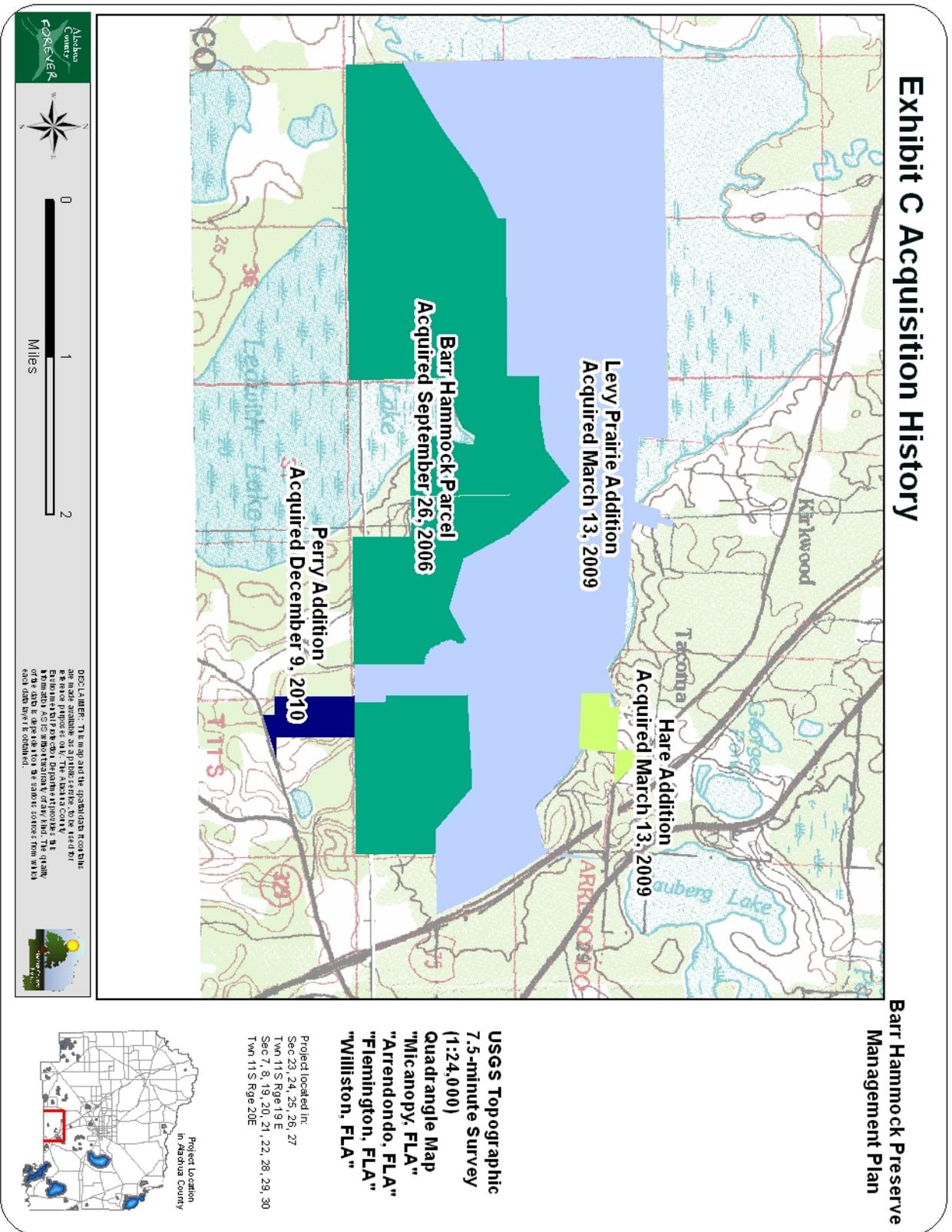


EXHIBIT D PLATTED PORTION OF BARR HAMMOCK PRESERVE

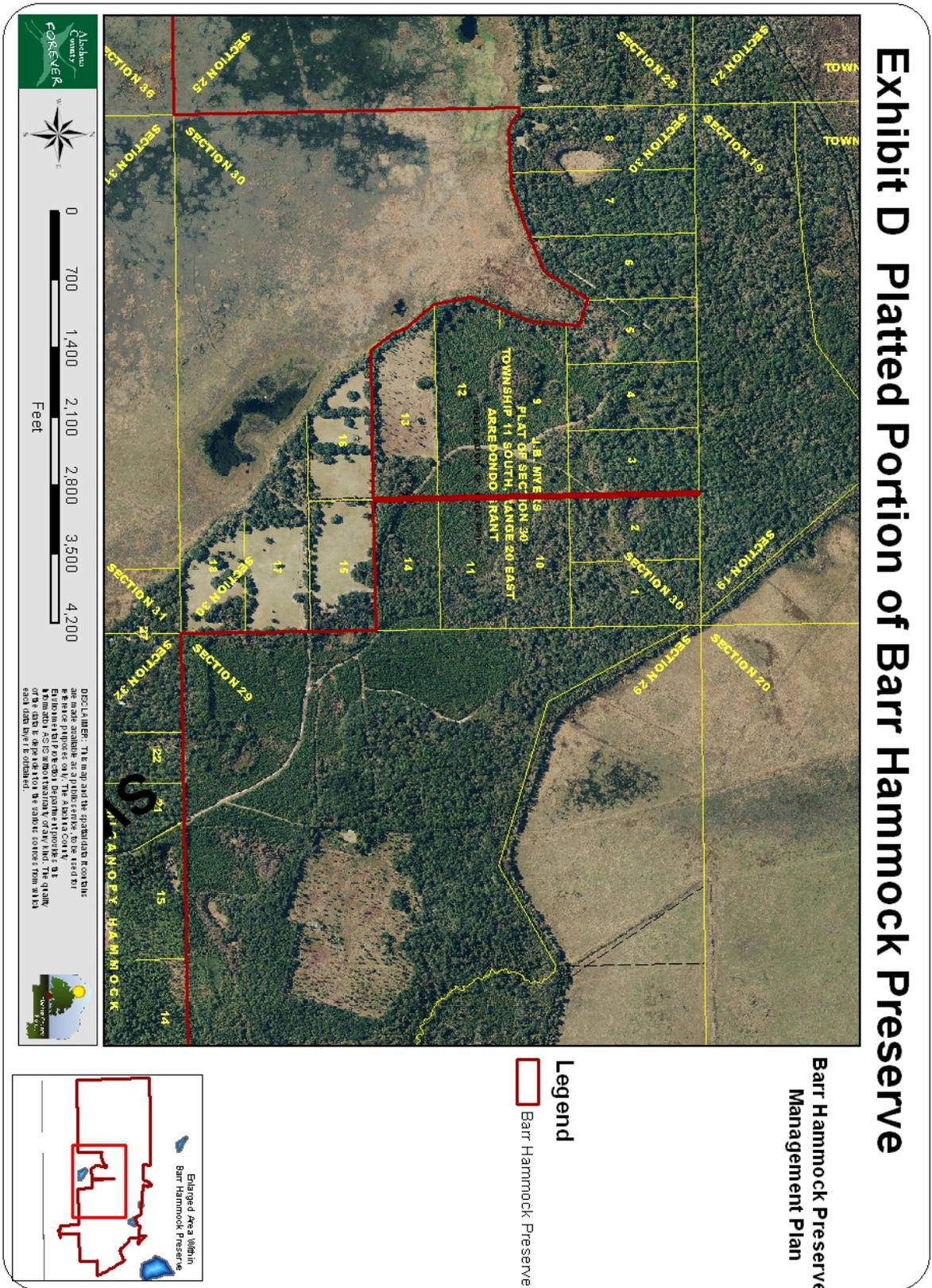


EXHIBIT E SOILS MAP

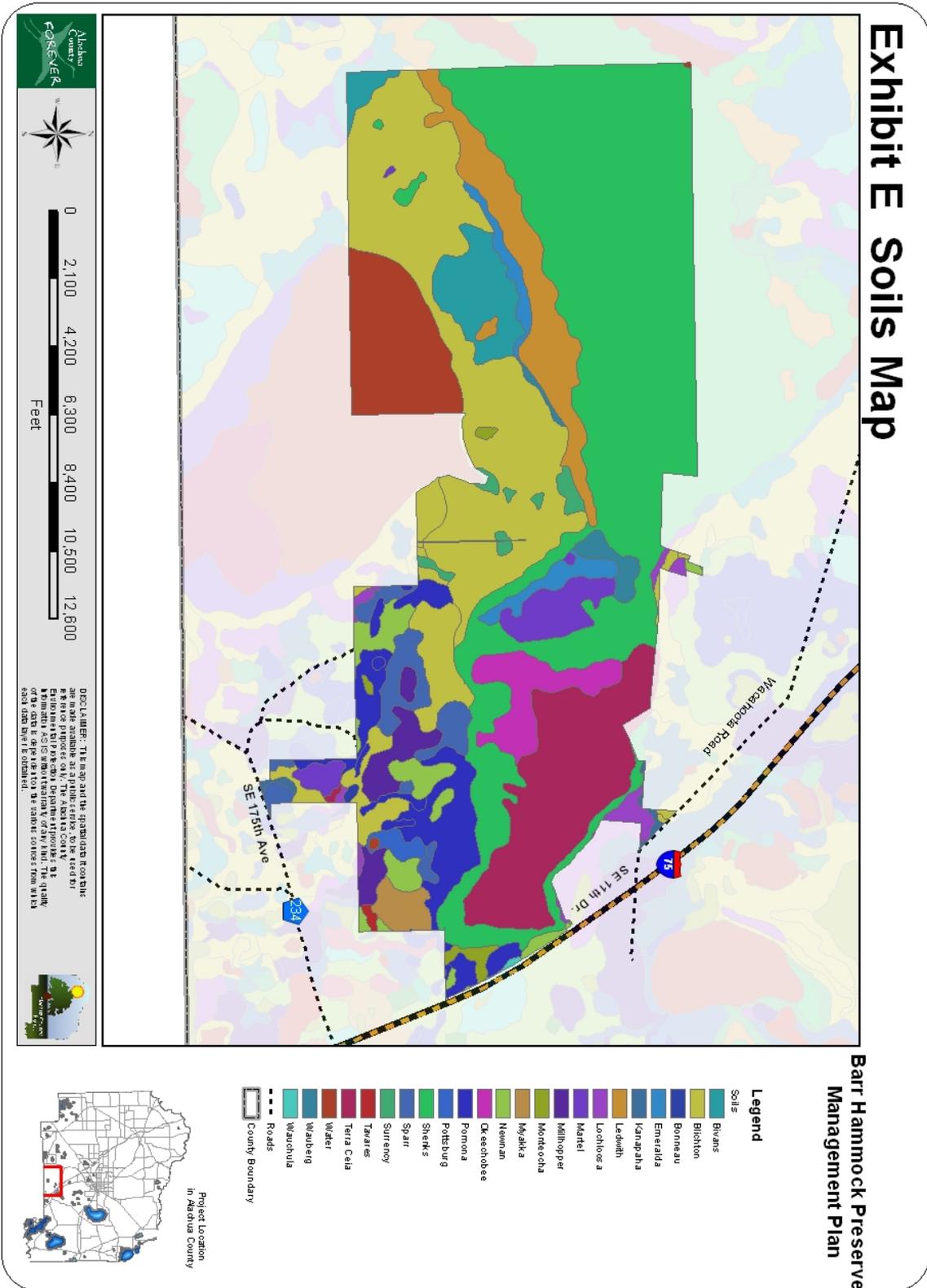


EXHIBIT F CONSERVATION EASEMENT BOUNDARIES

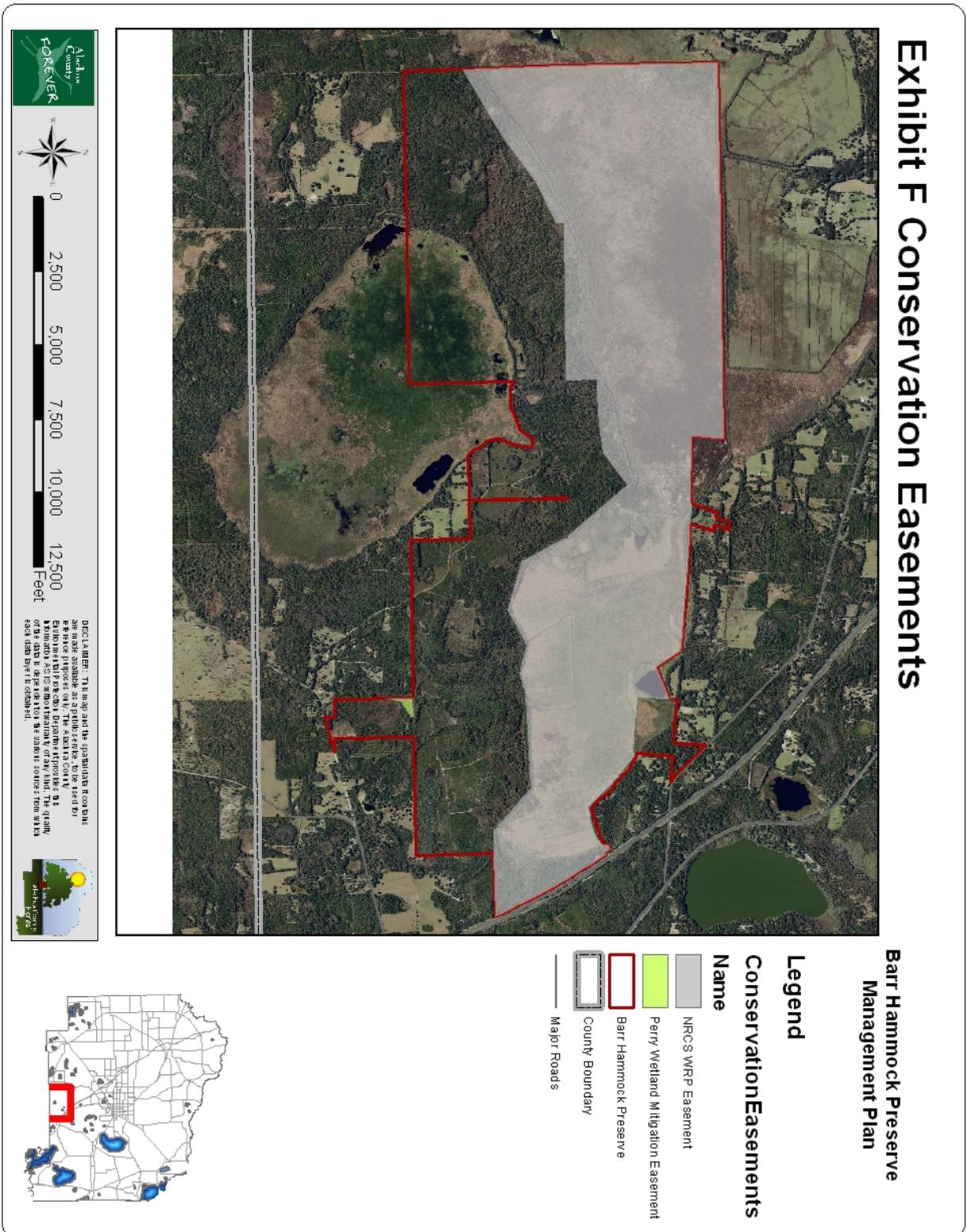


EXHIBIT G NATURAL COMMUNITIES MAP

Exhibit G Natural Communities Map

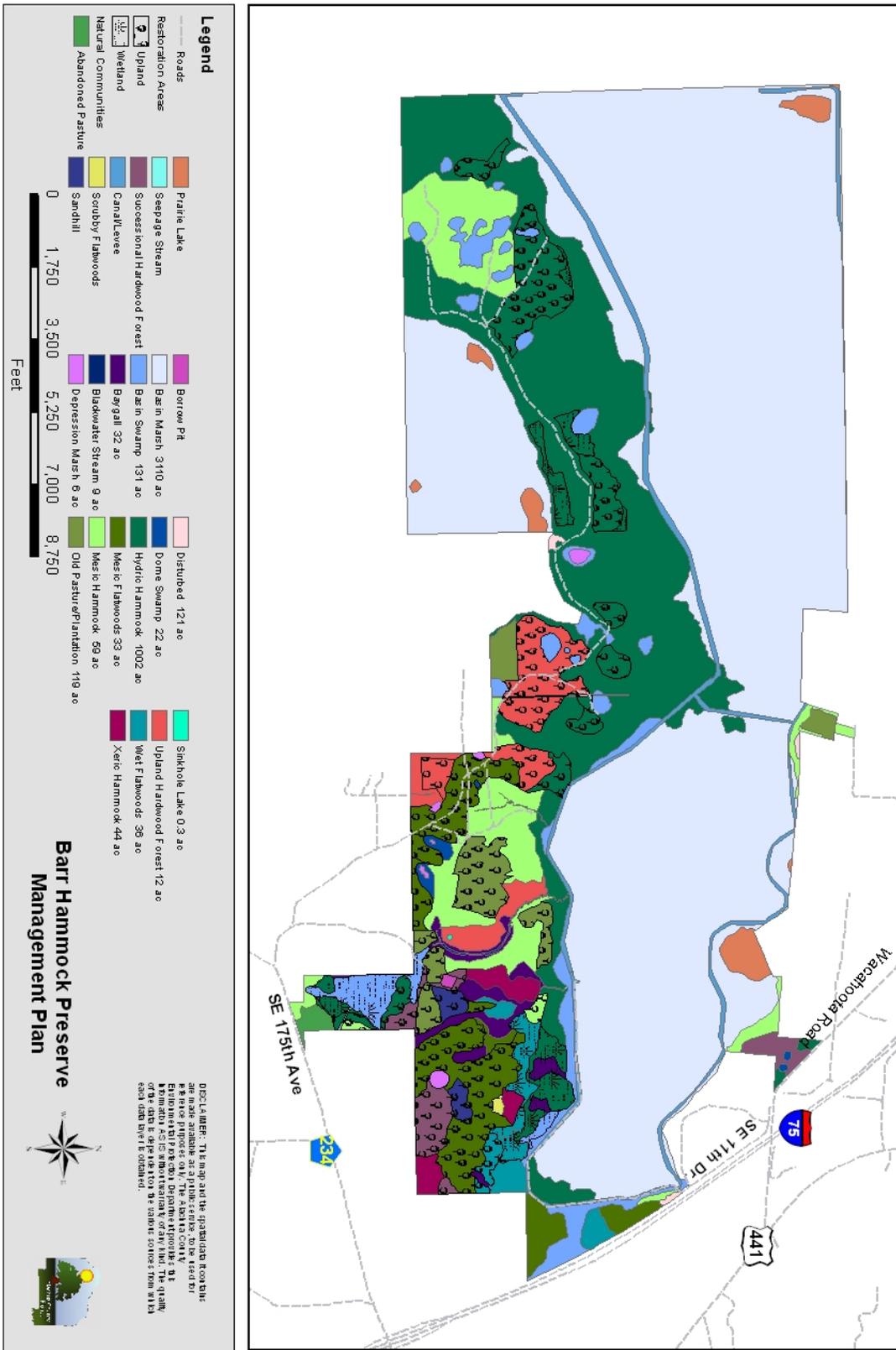
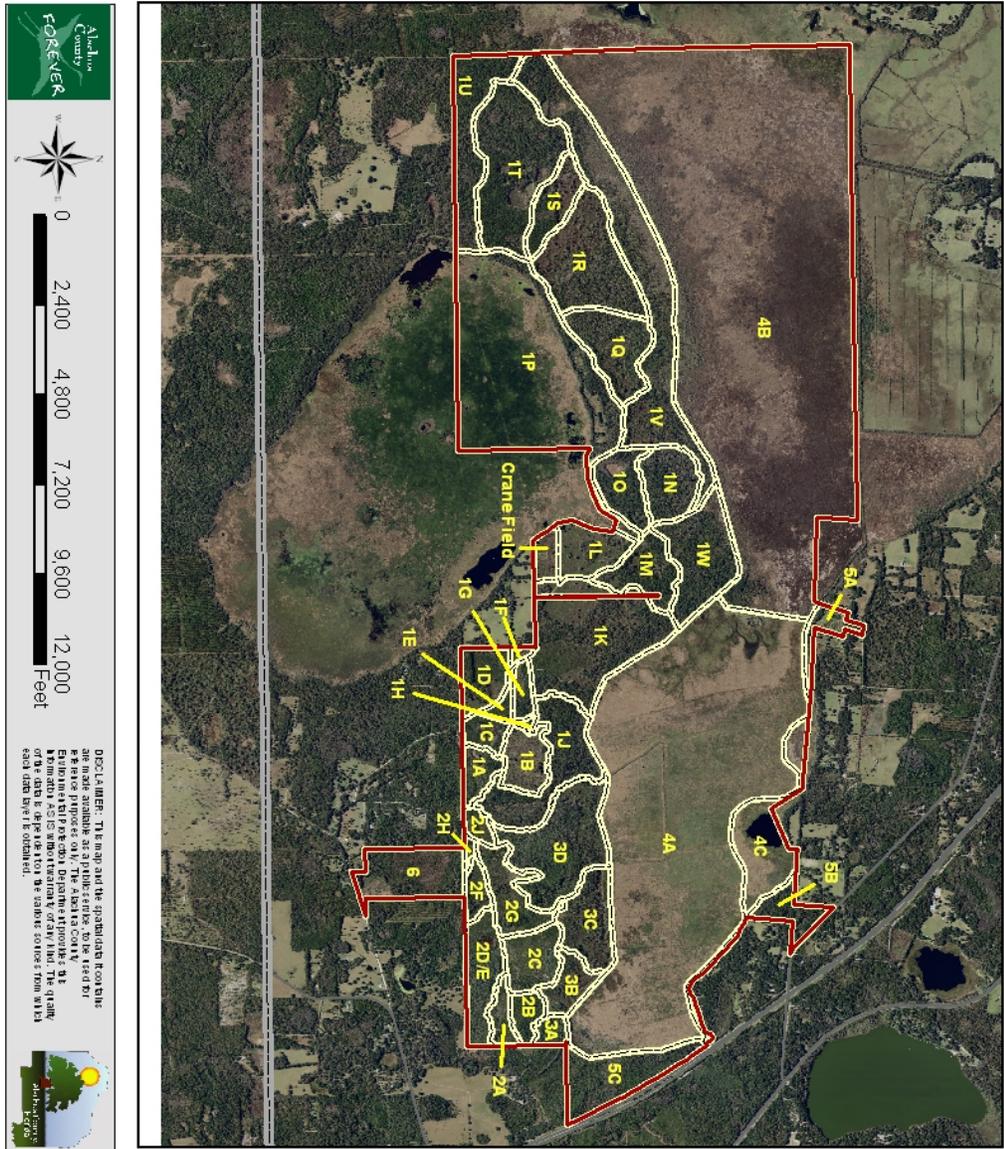


EXHIBIT H MANAGEMENT ZONE MAP

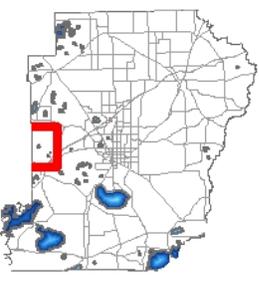
Exhibit H Resource Management Zones



**Barr Hammock Preserve
Management Plan**

Legend

- Barr Hammock Preserve
- Resource Management Zones
- County Boundary
- Major Roads









DISCLAIMER: The map and the spatial data from this map were obtained from a public source, and the user is advised to verify the accuracy of the data before use. The quality of the data is dependent on the source from which the data were obtained.



Exhibit I Plants of Barr Hammock Preserve

Scientific Name	Common Name	Origin	FDA	FWS	FNAI
<i>Acer rubrum</i>	RED MAPLE				
<i>Ageratina jucunda</i>	HAMMOCK SNAKEROOT				
<i>Albizia julibrissin</i>	SILKTREE	Exotic			
<i>Amaranthus australis</i>	SOUTHERN AMARANTH				
<i>Ambrosia artemisiifolia</i>	COMMON RAGWEED				
<i>Ampelopsis arborea</i>	PEPPERVINE				
<i>Andropogon sp.</i>	BLUESTEM; BROOM GRASS				
<i>Andropogon glomeratus</i>	BUSHY BLUESTEM				
<i>Andropogon ternarius</i>	SPLITBEARD BLUESTEM				
<i>Aralia spinosa</i>	DEVIL'S WALKINGSTICK				
<i>Ardisia crenata</i>	SCRATCHTHROAT	Exotic			
<i>Arisaema dracontium</i>	GREENDRAGON				
<i>Arisaema triphyllum</i>	JACK-IN-THE-PULPIT				
<i>Aristida rhizomophora</i>	FLORIDA THREEAWN	Endemic			S2
<i>Aristida spiciformis</i>	BOTTLEBRUSH THREEAWN				
<i>Aristida stricta</i>	WIREGRASS				
<i>Arundinaria gigantea</i>	SWITCHCANE				
<i>Asclepias cinerea</i>	CAROLINA MILKWEED				
<i>Asclepias pedicellata</i>	SAVANNAH MILKWEED				
<i>Asclepias tuberosa</i>	BUTTERFLYWEED; BUTTERFLY MILKWEED				
<i>Asimina angustifolia</i>	SLIMLEAF PAWPAW				
<i>Asplenium platyneuron</i>	EBONY SPLEENWORT				
<i>Azolla caroliniana</i>	CAROLINA MOSQUITO FERN				
<i>Baccharis halimifolia</i>	GROUNDSEL TREE				
<i>Baccharis sp.</i>	GROUNDSEL TREE; SEA MYRTLE; SILVERLING				
<i>Baptisia lecontei</i>	PINELAND WILD INDIGO				
<i>Begonia cucullata</i>	WAX BEGONIA; CLUB	Exotic			
<i>Bejaria racemosa</i>	TARFLOWER				
<i>Bidens bipinnata</i>	SPANISH NEEDLES				
<i>Bidens laevis</i>	BURRMARIGOLD; SMOOTH BEGGARTICKS				
<i>Bidens mitis</i>	SMALLFRUIT BEGGARTICKS				
<i>Bignonia capreolata</i>	CROSSVINE				
<i>Boehmeria cylindrica</i>	FALSE NETTLE; BOG HEMP				
<i>Botrychium biternatum</i>	SOUTHERN GRAPE-FERN				
<i>Callicarpa americana</i>	AMERICAN BEAUTYBERRY				
<i>Campsis radicans</i>	TRUMPET CREEPER				
<i>Canna flaccida</i>	BANDANA-OF-THE-				
<i>Carex glaucescens</i>	CLUSTERED SEDGE				

Exhibit I Plants of Barr Hammock Preserve

Scientific Name	Common Name	Origin	FDA	FWS	FNAI
Carex sp.	SEDGE				
Carphephorus corymbosus	COASTALPLAIN CHAFFHEAD; FLORIDA PAINTBRUSH				
Carphephorus odoratissimus	VANILLALEAF				
Carphephorus paniculatus	HAIRY CHAFFHEAD;				
Carpinus caroliniana	AMERICAN HORNBEAM; MUSCLEWOOD; IRONWOOD; BLUEBEECH				
Carya alba	MOCKERNUT HICKORY				
Carya glabra	PIGNET HICKORY				
Carya sp.	HICKORY				
Castanea pumila	CHINQUAPIN				
Celtis laevigata	SUGARBERRY				
Cephalanthus occidentalis	COMMON BUTTONBUSH				
Chasmanthium laxum	SLENDER WOODOATS				
Chasmanthium sp.	WOODOATS				
Cinnamomum camphora	CAMPHORTREE	Exotic			
Cladium jamaicense	JAMAICA SWAMP SAWGRASS				
Clematis virginiana	VIRGINSBOWER				
Cnidioscolus stimulosus	TREAD-SOFTLY				
Commelina virginica	VIRGINIA DAYFLOWER				
Conyza canadensis var. pusilla	DWARF CANADIAN HORSEWEED				
Cornus asperifolia	ROUGHLEAF DOGWOOD				
Crataegus marshallii	PARSLEY HAWTHORN				
Crataegus sp.	HAWTHORN				
Crotalaria rotundifolia	RABBITBELLS				
Crotalaria spectabilis	SHOWY RATTLEBOX	Exotic			
Cynanchum scoparium	LEAFLESS SWALLOWWORT				
Dalea pinnata	SUMMER FAREWELL				
Decodon verticillatus	WILLOW-HERB; SWAMP LOOSESTRIFE				
Dichanthelium commutatum	VARIABLE WITCHGRASS				
Dichanthelium sp.	WITCHGRASS				
Dioscorea alata	WHITE YAM	Exotic			
Dioscorea bulbifera	AIR-POTATO	Exotic			
Dioscorea floridana	FLORIDA YAM				
Diospyros virginiana	COMMON PERSIMMON				
Dyschoriste humistrata	SWAMP TWINFLOWER; SWAMP SNAKEHERB				
Eichhornia crassipes	COMMON WATER-HYACINTH	Exotic			
Elephantopus carolinianus	CAROLINA ELEPHANTSFOOT				
Elytraria caroliniensis	CAROLINA SCALYSTEM				

Exhibit I Plants of Barr Hammock Preserve

Scientific Name	Common Name	Origin	FDA	FWS	FNAI
<i>Epidendrum conopseum</i>	GREEN-FLY ORCHID		C		
<i>Eremochloa ophiuroides</i>	CENTIPEDEGRASS	Exotic			
<i>Eryngium aromaticum</i>	FRAGRANT ERYNGO				
<i>Erythrina herbacea</i>	CORALBEAN; CHEROKEE BEAN				
<i>Euonymus americanus</i>	AMERICAN STRAWBERRYBUSH				
<i>Eupatorium capillifolium</i>	DOGFENNEL				
<i>Euthamia caroliniana</i>	SLENDER FLATTOP GOLDENROD				
<i>Forestiera godfreyi</i>	GODFREY'S SWAMPPRIVET	Endemic	E		S2 S3
<i>Forestiera ligustrina</i>	UPLAND SWAMPPRIVET				
<i>Fraxinus americana</i>	WHITE ASH				
<i>Fraxinus caroliniana</i>	CAROLINA ASH; POP ASH; WATER ASH				
<i>Fraxinus pennsylvanica</i>	GREEN ASH; PUMPKIN ASH				
<i>Gaylussacia dumosa</i>	DWARF HUCKLEBERRY				
<i>Gaylussacia frondosa</i> var. <i>tomentosa</i>	BLUE HUCKLEBERRY				
<i>Gelsemium sempervirens</i>	YELLOW JESSAMINE				
<i>Geranium carolinianum</i>	CAROLINA CRANESBILL				
<i>Gordonia lasianthus</i>	LOBLOLLY BAY				
<i>Gratiola hispida</i>	ROUGH HEDGEHYSSOP				
<i>Hamamelis virginiana</i>	AMERICAN WITCHHAZEL				
<i>Helianthemum</i> sp.	FROSTWEED				
<i>Hibiscus moscheutos</i>	CRIMSONEYED ROSEMALLOW				
<i>Hydrocotyle umbellata</i>	MANYFLOWER				
<i>Hypericum</i> sp.	ST JOHNS WORT				
<i>Hyptis alata</i>	CLUSTERED BUSHMINT; MUSKY MINT				
<i>Ilex ambigua</i>	CAROLINA HOLLY; SAND				
<i>Ilex coriacea</i>	LARGE GALLBERRY; SWEET GALLBERRY				
<i>Ilex glabra</i>	INKBERRY; GALLBERRY				
<i>Ilex opaca</i>	AMERICAN HOLLY				
<i>Ilex vomitoria</i>	YAUPON				
<i>Imperata cylindrica</i>	COGONGRASS	Exotic			
<i>Indigofera hirsuta</i>	HAIRY INDIGO				
<i>Iris pseudacorus</i>	Yellow Flag Iris	Exotic			
<i>Juncus effusus</i>	SOFT RUSH				
<i>Juncus polycephalos</i>	MANYHEAD RUSH				
<i>Juniperus virginiana</i>	RED CEDAR				
<i>Kalmia hirsuta</i>	WICKY; HAIRY LAUREL				
<i>Kosteletzkya virginica</i>	VIRGINIA SALTMARSH				
<i>Lantana camara</i>	LANTANA; SHRUBVERBENA	Exotic			

Exhibit I Plants of Barr Hammock Preserve

Scientific Name	Common Name	Origin	FDA	FWS	FNAI
<i>Lespedeza hirta</i>	HAIRY LESPEDEZA				
<i>Leucothoe racemosa</i>	SWAMP DOGHOBBLE				
<i>Licania michauxii</i>	GOPHER APPLE				
<i>Limnobia spongia</i>	AMERICAN SPONGEPLANT; FROG'S-BIT				
<i>Liquidambar styraciflua</i>	SWEETGUM				
<i>Lonicera japonica</i>	JAPANESE HONEYSUCKLE	Exotic			
<i>Lonicera sempervirens</i>	CORAL HONEYSUCKLE; TRUMPET HONEYSUCKLE				
<i>Ludwigia leptocarpa</i>	ANGLESTEM PRIMROSEWILLOW				
<i>Ludwigia maritima</i>	SEASIDE PRIMROSEWILLOW				
<i>Ludwigia peruviana</i>	PERUVIAN PRIMROSEWILLOW				
<i>Lygodium japonicum</i>	JAPANESE CLIMBING FERN	Exotic			
<i>Lyonia ferruginea</i>	RUSTY STAGGERBUSH				
<i>Lyonia fruticosa</i>	COASTALPLAIN				
<i>Lyonia lucida</i>	FETTERBUSH				
<i>Magnolia grandiflora</i>	SOUTHERN MAGNOLIA				
<i>Magnolia virginiana</i>	SWEETBAY				
<i>Matelea floridana</i>	FLORIDA MILKVINE; FLORIDA SPINY POD	Endemic	E		S3
<i>Matelea gonocarpus</i>	ANGULARFRUIT MILKVINE; ANGLE POD		T		
<i>Melia azedarach</i>	CHINABERRYTREE	Exotic			
<i>Melothria pendula</i>	CREEPING CUCUMBER				
<i>Mikania scandens</i>	CLIMBING HEMPVINE				
<i>Mitchella repens</i>	PARTRIDGEBERRY;				
<i>Monarda punctata</i>	SPOTTED BEEBALM				
<i>Morus rubra</i>	RED MULBERRY				
<i>Myrica cerifera</i>	WAX MYRTLE				
<i>Nephrolepis cordifolia</i>	TUBEROUS SWORD FERN	Exotic			
<i>Nyssa sylvatica</i>	BLACKGUM				
<i>Nyssa sylvatica</i> var. <i>biflora</i>	SWAMP TUPELO				
<i>Oplismenus hirtellus</i>	WOODSGRASS; BASKETGRASS				
<i>Opuntia humifusa</i>	PRICKLYPEAR				
<i>Orontium aquaticum</i>	GOLDENCLUB; NEVERWET				
<i>Osmanthus americanus</i>	WILD OLIVE; AMERICAN DEVILWOOD				
<i>Osmunda cinnamomea</i>	CINNAMON FERN		C		
<i>Osmunda regalis</i>	ROYAL FERN		C		
<i>Ostrya virginiana</i>	EASTERN HOPHORNBEAM				
<i>Paederia foetida</i>	SKUNKVINE	Exotic			
<i>Panicum hemitomon</i>	MAIDENCANE				

Exhibit I Plants of Barr Hammock Preserve

Scientific Name	Common Name	Origin	FDA	FWS	FNAI
<i>Parthenocissus quinquefolia</i>	VIRGINIA CREEPER				
<i>Paspalum notatum</i>	BAHIAGRASS	Exotic			
<i>Paspalum repens</i>	WATER PASPALUM				
<i>Paspalum urvillei</i>	VASEYGRASS	Exotic			
<i>Passiflora incarnata</i>	PURPLE PASSIONFLOWER				
<i>Passiflora lutea</i>	YELLOW PASSIONFLOWER				
<i>Pediomelum canescens</i>	BUCKROOT				
<i>Peltandra sagittifolia</i>	WHITE ARROW ARUM; SPOONFLOWER				
<i>Persea borbonia</i>	RED BAY				
<i>Petiveria alliacea</i>	GUINEA HEN WEED				
<i>Phanopyrum gymnocarpon</i>	SAVANNAH PANICUM				
<i>Phlebodium aureum</i>	GOLDEN POLYPODY				
<i>Phoradendron leucarpum</i>	OAK MISTLETOE				
<i>Photinia pyrifolia</i>	RED CHOKEBERRY				
<i>Phyla nodiflora</i>	TURKEY TANGLE FOGFRUIT; CAPEWEED				
<i>Phytolacca americana</i>	AMERICAN POKEWEED				
<i>Pinus clausa</i>	SAND PINE	Endemic			
<i>Pinus elliottii</i>	SLASH PINE				
<i>Pinus glabra</i>	SPRUCE PINE				
<i>Pinus palustris</i>	LONGLEAF PINE				
<i>Pinus serotina</i>	POND PINE				
<i>Pinus taeda</i>	LOBLOLLY PINE				
<i>Polygala lutea</i>	ORANGE MILKWORT				
<i>Polygala nana</i>	CANDYROOT				
<i>Poncirus trifoliata</i>	HARDY ORANGE; TRIFOLIATE ORANGE				
<i>Pontederia cordata</i>	PICKERELWEED				
<i>Prunus caroliniana</i>	CAROLINA LAURELCHERRY				
<i>Prunus serotina</i>	BLACK CHERRY				
<i>Prunus umbellata</i>	FLATWOODS PLUM; HOG PLUM				
<i>Ptelea trifoliata</i>	COMMON HOPTREE; WAFER				
<i>Pteridium aquilinum</i> var. <i>pseudocaudatum</i>	TAILED BRACKEN				
<i>Pterocaulon pycnostachyum</i>	BLACKROOT				
<i>Quercus chapmanii</i>	CHAPMAN'S OAK				
<i>Quercus falcata</i>	SOUTHERN RED OAK				
<i>Quercus geminata</i>	SAND LIVE OAK				
<i>Quercus hemisphaerica</i>	LAUREL OAK				
<i>Quercus laevis</i>	TURKEY OAK				
<i>Quercus laurifolia</i>	LAUREL OAK				

Exhibit I Plants of Barr Hammock Preserve

Scientific Name	Common Name	Origin	FDA	FWS	FNAI
<i>Quercus michauxii</i>	BASKET OAK; SWAMP CHESTNUT OAK				
<i>Quercus myrtifolia</i>	MYRTLE OAK				
<i>Quercus nigra</i>	WATER OAK				
<i>Quercus shumardii</i>	SHUMARD'S OAK				
<i>Quercus virginiana</i>	LIVE OAK				
<i>Rhexia</i> sp.	MEADOWBEAUTY				
<i>Rhus copallinum</i>	WINGED SUMAC				
<i>Rosa palustris</i>	SWAMP ROSE				
<i>Rubus argutus</i>	SAWTOOTH BLACKBERRY				
<i>Rubus cuneifolius</i>	SAND BLACKBERRY				
<i>Rubus</i> sp.	BLACKBERRY				
<i>Ruellia caroliniensis</i>	CAROLINA WILD PETUNIA				
<i>Sabal minor</i>	DWARF PALMETTO; BLUESTEM				
<i>Sabal palmetto</i>	CABBAGE PALM				
<i>Sabatia brevifolia</i>	SHORTLEAF ROSEGENTIAN				
<i>Sacciolepis striata</i>	AMERICAN CUPSCALE				
<i>Saccharum giganteum</i>	SUGARCANE PLUMEGRASS				
<i>Sageretia minutiflora</i>	SMALLFLOWER MOCK				
<i>Sagittaria lancifolia</i>	BULLTONGUE ARROWHEAD				
<i>Salix caroliniana</i>	CAROLINA WILLOW				
<i>Salvia lyrata</i>	LYRELEAF SAGE				
<i>Sambucus nigra</i> subsp. <i>canadensis</i>	AMERICAN ELDER; ELDERBERRY				
<i>Sapindus saponaria</i>	SOAPBERRY				
<i>Sapium sebiferum</i>	CHINESE TALLOWTREE	Exotic			
<i>Saururus cernuus</i>	LIZARD'S TAIL				
<i>Selaginella apoda</i>	MEADOW SPIKE-MOSS				
<i>Serenoa repens</i>	SAW PALMETTO				
<i>Setaria magna</i>	GIANT BRISTLEGRASS				
<i>Seymeria cassioides</i>	YAUPON BLACKSENNA				
<i>Smallanthus uvedalia</i>	HAIRY LEAFCUP				
<i>Smilax glauca</i>	CAT GREENBRIER; WILD SARSAPARILLA				
<i>Smilax laurifolia</i>	LAUREL GREENBRIER;				
<i>Smilax</i> sp.	GREENBRIER				
<i>Solanum viarum</i>	TROPICAL SODA APPLE	Exotic			
<i>Solidago</i> sp.	GOLDENROD				
<i>Sorghum halepense</i>	JOHNSONGRASS	Exotic			
<i>Sphagnum</i> sp.	SPHAGNUM MOSS				
<i>Spiranthes sylvatica</i>	WOODLAND LADIESTRESSES				
<i>Sporobolus indicus</i>	SMUTGRASS				

Exhibit I Plants of Barr Hammock Preserve

Scientific Name	Common Name	Origin	FDA	FWS	FNAI
<i>Stillingia sylvatica</i>	QUEENSDELIGHT				
<i>Stylisma patens</i>	COASTALPLAIN DAWNFLOWER				
<i>Symphotrichum dumosum</i>	RICE BUTTON ASTER				
<i>Symphotrichum elliotii</i>	ELLIOTT'S ASTER				
<i>Taxodium distichum</i>	BALD CYPRESS				
<i>Tephrosia chrysophylla</i>	SCURF HOARYPEA				
<i>Thelypteris kunthii</i>	SOUTHERN SHIELD FERN				
<i>Tilia americana</i>	BASSWOOD				
<i>Tillandsia bartramii</i>	BARTRAM'S AIRPLANT				
<i>Tillandsia recurvata</i>	BALLMOSS				
<i>Tillandsia usneoides</i>	SPANISH MOSS				
<i>Toxicodendron radicans</i>	EASTERN POISON IVY				
<i>Trachelospermum difforme</i>	CLIMBING DOGBANE				
<i>Tradescantia fluminensis</i>	SMALL-LEAF SPIDERWORT	Exotic			
<i>Trichostema dichotomum</i>	FORKED BLUECURLS				
<i>Typha latifolia</i>	BROADLEAF CATTAIL				
<i>Ulmus alata</i>	WINGED ELM				
<i>Ulmus americana</i>	AMERICAN ELM				
<i>Ulmus americana</i> var. <i>floridana</i>	FLORIDA ELM				
<i>Vaccinium arboreum</i>	SPARKLEBERRY; FARKLEBERRY				
<i>Vaccinium corymbosum</i>	HIGHBUSH BLUEBERRY				
<i>Vaccinium myrsinites</i>	SHINY BLUEBERRY				
<i>Vaccinium stamineum</i>	DEERBERRY				
<i>Vernonia gigantea</i>	GIANT IRONWEED				
<i>Viburnum rufidulum</i>	RUSTY BLACKHAW				
<i>Viola</i> sp.	VIOLET				
<i>Viola walteri</i>	PROSTRATE BLUE VIOLET				
<i>Vitis rotundifolia</i>	MUSCADINE				
<i>Woodwardia areolata</i>	NETTED CHAIN FERN				
<i>Woodwardia virginica</i>	VIRGINIA CHAIN FERN				
<i>Ximenia americana</i>	TALLOW WOOD; HOG PLUM				
<i>Yucca filamentosa</i>	ADAM'S NEEDLE				

Federal Legal Status: E = Endangered species; T = Threatened Species; C = Candidate species for addition to the Threatened or Endangered Wildlife and Plants List
 State Legal Status: C = Commercially Exploited; T = Threatened; E = Endangered
 FNAI Tracking Status: S1 = Critically imperiled in Florida; S2 = Imperiled in Florida; S3 = Very rare or locally restricted in Florida; S4 = apparently secure in Florida.

Exhibit J Animals of Barr Hammock

Common Name	Scientific Name	SRAN	FEDER	STATE	Status
Birds					
Acadian Flycatcher	<i>Empidonax virescens</i>				
American Coot	<i>Fulica americana</i>				
American Crow	<i>Corvus brachyrhynchos</i>				
American Goldfinch	<i>Carduelis tristis</i>				
American Kestrel	<i>Falco sparverius</i>				
American Redstart	<i>Setophaga ruticilla</i>	S2	N	N	
American Robin	<i>Turdus migratorius</i>				
Anhinga	<i>Anhinga anhinga</i>				
Bald Eagle	<i>Haliaeetus leucocephalus</i>	S3	N	N	
Barred Owl	<i>Strix varia</i>				
Belted Kingfisher	<i>Megaceryle alcyon</i>				
Black Vulture	<i>Coragyps atratus</i>				
Black-and-white Warbler	<i>Mniotilta varia</i>				
Black-bellied Whistling-Duck	<i>Dendrocygna autumnalis</i>				
Black-bellied Whistling-Duck	<i>Dendrocygna autumnalis</i>				
Blue Grosbeak	<i>Passerina caerulea</i>				
Blue Jay	<i>Cyanocitta cristata</i>				
Blue-gray Gnatcatcher	<i>Polioptila caerulea</i>				
Blue-headed Vireo	<i>Vireo solitarius</i>				
Blue-winged Teal	<i>Anas discors</i>				
Boat-tailed Grackle	<i>Quiscalus major</i>				
Bobolink	<i>Dolichonyx oryzivorus</i>				
Brown Thrasher	<i>Toxostoma rufum</i>				
Brown-crested Flycatcher	<i>Myiarchus tyrannulus</i>				
Brown-headed Cowbird	<i>Molothrus ater</i>				
Carolina Chickadee	<i>Poecile carolinensis</i>				
Carolina Wren	<i>Thryothorus ludovicianus</i>				
Cattle Egret	<i>Bubulcus ibis</i>				
Cedar Waxwing	<i>Bombycilla cedrorum</i>				
Chimney Swift	<i>Chaetura pelagica</i>				
Chipping Sparrow	<i>Spizella passerina</i>				
Common Grackle	<i>Quiscalus quiscula</i>				
Common Ground-Dove	<i>Columbina passerina</i>				
Common Moorhen	<i>Gallinula chloropus</i>				
Common Snipe	<i>Gallinago gallinago</i>				
Common Yellowthroat	<i>Geothlypis trichas</i>				
Cooper's Hawk	<i>Accipiter cooperii</i>	S3	N	N	

Exhibit J Animals of Barr Hammock

Common Name	Scientific Name	SRAN	FEDER	STATE	Status
Double-crested Cormorant	<i>Phalacrocorax auritus</i>				
Downy Woodpecker	<i>Picoides pubescens</i>				
Eastern Bluebird	<i>Sialia sialis</i>				
Eastern Phoebe	<i>Sayornis phoebe</i>				
Eastern Screech Owl	<i>Otus asio</i>				
Eastern Towhee	<i>Pipilo erythrophthalmus</i>				
Field Sparrow	<i>Spizella pusilla</i>				
Fish Crow	<i>Corvus ossifragus</i>				
Florida Sandhill Crane	<i>Grus canadensis pratensis</i>	S2S3	N	LT	
Forster's Tern	<i>Sterna forsteri</i>				
Glossy Ibis	<i>Plegadis falcinellus</i>	S3	N	N	
Golden-crowned Kinglet	<i>Regulus satrapa</i>				
Golden-winged Warbler	<i>Vermivora chrysoptera</i>				
Grasshopper Sparrow	<i>Ammodramus savannarum</i>				
Gray Catbird	<i>Dumetella carolinensis</i>				
Great Blue Heron	<i>Ardea herodias</i>				
Great Egret	<i>Ardea alba</i>	S4	N	N	
Great Horned Owl	<i>Bubo virginianus</i>				
Great Horned Owl	<i>Bubo virginianus</i>				
Greater Sandhill Crane	<i>Grus canadensis tabida</i>				
Greater Yellowlegs	<i>Tringa melanoleuca</i>				
Green Heron	<i>Butorides virescens</i>				
Green-winged Teal	<i>Anas carolinensis</i>				
Hermit Thrush	<i>Catharus guttatus</i>				
Hooded Merganser	<i>Lophodytes cucullatus</i>				
Hooded Warbler	<i>Wilsonia citrina</i>				
House Wren	<i>Troglodytes aedon</i>				
Indigo Bunting	<i>Passerina cyanea</i>				
Killdeer	<i>Charadrius vociferus</i>				
Lesser Scaup	<i>Aythya affinis</i>				
Little Blue Heron	<i>Egretta caerulea</i>	S4	N	LS	
Loggerhead Shrike	<i>Lanius ludovicianus</i>				
Magnolia Warbler	<i>Dendroica magnolia</i>				
Mallard	<i>Anas platyrhynchos</i>				
Marsh Wren	<i>Cistothorus palustris</i>				
Merlin	<i>Falco columbarius</i>	S2	N	N	
Mississippi Kite	<i>Ictinia mississippiensis</i>				
Mottled Duck	<i>Anas fulvigula</i>				
Mourning Dove	<i>Zenaida macroura</i>				

Exhibit J Animals of Barr Hammock

Common Name	Scientific Name	SRAN	FEDER	STATE	Status
Northern Bobwhite	<i>Colinus virginianus</i>				
Northern Cardinal	<i>Cardinalis cardinalis</i>				
Northern Flicker	<i>Colaptes auratus</i>				
Northern Harrier	<i>Circus cyaneus</i>				
Northern Mockingbird	<i>Mimus polyglottos</i>				
Northern Parula Warbler	<i>Parula americana</i>				
Northern Shoveler	<i>Anas clypeata</i>				
Orange-crowned Warbler	<i>Vermivora celata</i>				
Osprey	<i>Pandion haliaetus</i>	S3S4	N	LS*	
Ovenbird	<i>Seiurus aurocapilla</i>				
Palm Warbler	<i>Dendroica palmarum</i>				
Pied-billed Grebe	<i>Podilymbus podiceps</i>				
Pileated Woodpecker	<i>Dryocopus pileatus</i>				
Pine Warbler	<i>Dendroica pinus</i>				
Prairie Warbler	<i>Dendroica discolor</i>				
Purple Gallinule	<i>Porphyrio martinica</i>				
Red-bellied Woodpecker	<i>Melanerpes carolinus</i>				
Red-eyed Vireo	<i>Vireo olivaceus</i>				
Red-headed Woodpecker	<i>Melanerpes erythrocephalus</i>				
Red-shouldered Hawk	<i>Buteo lineatus</i>				
Red-tailed Hawk	<i>Buteo jamaicensis</i>				
Red-winged Blackbird	<i>Agelaius phoeniceus</i>				
Ring-billed Gull	<i>Larus delawarensis</i>				
Ring-necked Duck	<i>Aythya collaris</i>				
Rock Pigeon	<i>Columba livia</i>				Introduced
Ruby-crowned Kinglet	<i>Regulus calendula</i>				
Ruddy Duck	<i>Oxyura jamaicensis</i>				
Savannah Sparrow	<i>Passerculus sandwichensis</i>				
Sedge Wren	<i>Cistothorus platensis</i>				
Sharp-shinned Hawk	<i>Accipiter striatus</i>				
Snowy Egret	<i>Egretta thula</i>	S3	N	LS	
Song Sparrow	<i>Melospiza melodia</i>				
Sora	<i>Porzana carolina</i>				
Southeastern American Kestrel	<i>Falco sparverius paulus</i>	S3	N	LT	
Summer Tanager	<i>Piranga rubra</i>				
Swallow-tailed Kite	<i>Elanoides forficatus</i>	S2	N	N	
Swamp Sparrow	<i>Melospiza georgiana</i>				
Tree Swallow	<i>Tachycineta bicolor</i>				
Tricolored Heron	<i>Egretta tricolor</i>	S4	N	LS	

Exhibit J Animals of Barr Hammock

Common Name	Scientific Name	SRAN	FEDER	STATE	Status
Tufted Titmouse	<i>Baeolophus bicolor</i>				
Turkey Vulture	<i>Cathartes aura</i>				
Vesper Sparrow	<i>Pooecetes gramineus</i>				
White Ibis	<i>Eudocimus albus</i>	S4	N	LS	
White-eyed Vireo	<i>Vireo griseus</i>				
White-throated Sparrow	<i>Zonotrichia albicollis</i>				
Wild Turkey	<i>Meleagris gallopavo</i>				
Wood Duck	<i>Aix sponsa</i>				
Wood Stork	<i>Mycteria americana</i>	S2	LE	LE	
Yellow-bellied Sapsucker	<i>Sphyrapicus varius</i>				
Yellow-breasted Chat	<i>Icteria virens</i>				
Yellow-rumped Warbler	<i>Dendroica coronata</i>				
Yellow-throated Vireo	<i>Vireo flavifrons</i>				
Yellow-throated Warbler	<i>Dendroica dominica</i>				
Invertebrates					
Arrow-shaped Spider	<i>Micranthema sagittata</i>				
Banana Spider, Golden Silk Orb	<i>Nephila clavipes</i>				
Blue Dasher	<i>Pachydiplax longipennis</i>				
Blue Purse Web Spider	<i>Sphodros abboti</i>	S4	N	N	
Carolina Saddlebags	<i>Tramea carolina</i>				
Cloudless Sulphur	<i>Phoebis sennae</i>				
Cloudless Sulphur	<i>Phoebis sennae</i>				
Common Buckeye	<i>Junonia coenia</i>				
Eastern Lubber Grasshopper	<i>Romalea microptera</i>				
Eastern Pondhawk	<i>Erythemis simplicicollis</i>				
Gemmed Satyr	<i>Cyllopsis gemma</i>				
Giant Swallowtail	<i>Papilio cresphontes</i>				
Great Purple Hairstreak	<i>Atlides halesus</i>				
Gulf Fritillary	<i>Agraulis vanillae</i>				
Hackberry Emperor	<i>Asterocampa celtis</i>				
Io Moth	<i>Automeris io</i>				
Needham's Skimmer	<i>Libellula needhami</i>				
Palamedes Swallowtail	<i>Papilio palamedes</i>				
Pearl Crescent	<i>Phyciodes tharos</i>				
Robberfly	<i>Laphria sp.</i>				
Scarlet Bodied Wasp Moth	<i>Cosmosoma myrodora</i>				
Southern Pearly Eye	<i>Enodia portlandia</i>				
Viceroy	<i>Limenitis archippus</i>				

Exhibit J Animals of Barr Hammock

Common Name	Scientific Name	SRAN	FEDER	STATE	Status
Zebra Longwing	<i>Heliconius charithonia</i>				
Mammals					
Beaver	<i>Castor canadensis</i>				
Bobcat	<i>Felis rufus</i>				
Coyote	<i>Canis latrans</i>				Introduced
Eastern Cottontail	<i>Sylvilagus floridanus</i>				
Eastern Mole	<i>Scalopus aquaticus</i>				
Fox Squirrel	<i>Sciurus niger shermani</i>	S3	N	LS	
Gray Squirrel	<i>Sciurus carolinensis</i>				
Nine-banded Armadillo	<i>Dasypus novemcinctus</i>				Introduced
Raccoon	<i>Procyon lotor</i>				
River Otter	<i>Lutra canadensis</i>				
Southeastern Pocket Gopher	<i>Geomys pinetis</i>				
White-tailed Deer	<i>Odocoileus virginianus</i>				
Wild Pig	<i>Sus scrofa</i>				Introduced
Reptiles and Amphibians					
American Alligator	<i>Alligator mississippiensis</i>	S4	SAT	LS	
Barking Treefrog	<i>Hyla gratiosa</i>				
Broadhead Skink	<i>Eumeces laticeps</i>				
Bronze Frog	<i>Rana clamitans</i>				
Dusky Pigmy Rattlesnake	<i>Sistrurus miliarius barbouri</i>				
Eastern Diamondback Rattlesnake	<i>Crotalus adamanteus</i>	S3	N	N	
Eastern Indigo Snake	<i>Drymarchon couperi</i>	S3	LT	LT	
Florida Box Turtle	<i>Terrapene carolina bauri</i>				
Florida Cottonmouth	<i>Agkistrodon piscivorus conanti</i>				
Florida Cricket Frog	<i>Acris gryllus dorsalis</i>				
Florida Softshell	<i>Apalone ferox</i>				
Gopher Tortoise	<i>Gopherus polyphemus</i>	S3	N	LT	
Green Anole	<i>Anolis carolinensis</i>				
Green Anole	<i>Anolis carolinensis</i>				
Green Treefrog	<i>Hyla cinerea</i>				
Ground Skink	<i>Scincella lateralis</i>				
Southern Fence Lizard	<i>Sceloporus undulates</i>				
Southern Racer	<i>Coluber constrictor priapus</i>				
Southern Toad	<i>Bufo terrestris</i>				
Spring Peeper	<i>Pseudacris crucifer</i>				
Squirrel Treefrog	<i>Hyla squirella</i>				

Exhibit J Animals of Barr Hammock

Common Name	Scientific Name	SRAN	FEDER	STATE	Status
Striped Mud Turtle	<i>Kinosternon bauri</i>				
Two-toed Amphiuma	<i>Amphiuma means</i>				
Yellow Rat Snake	<i>Elaphe obsoleta quadrivittata</i>				

G/S1 = Critically imperiled because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or man-made factor.

G/S2 = Imperiled because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or man-made factor.

G/S3 = Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals) or found locally in a restricted

range or vulnerable to extinction from other factors.

G/S4 = Apparently secure (may be rare in parts of range).

G/S5 = Demonstrably secure.

LE = Listed as Endangered

LT = Listed as Threatened Species

LS = Listed as Species of Special Concern

N = Not currently listed, nor currently being considered for listing.

EXHIBIT K STAND MAP

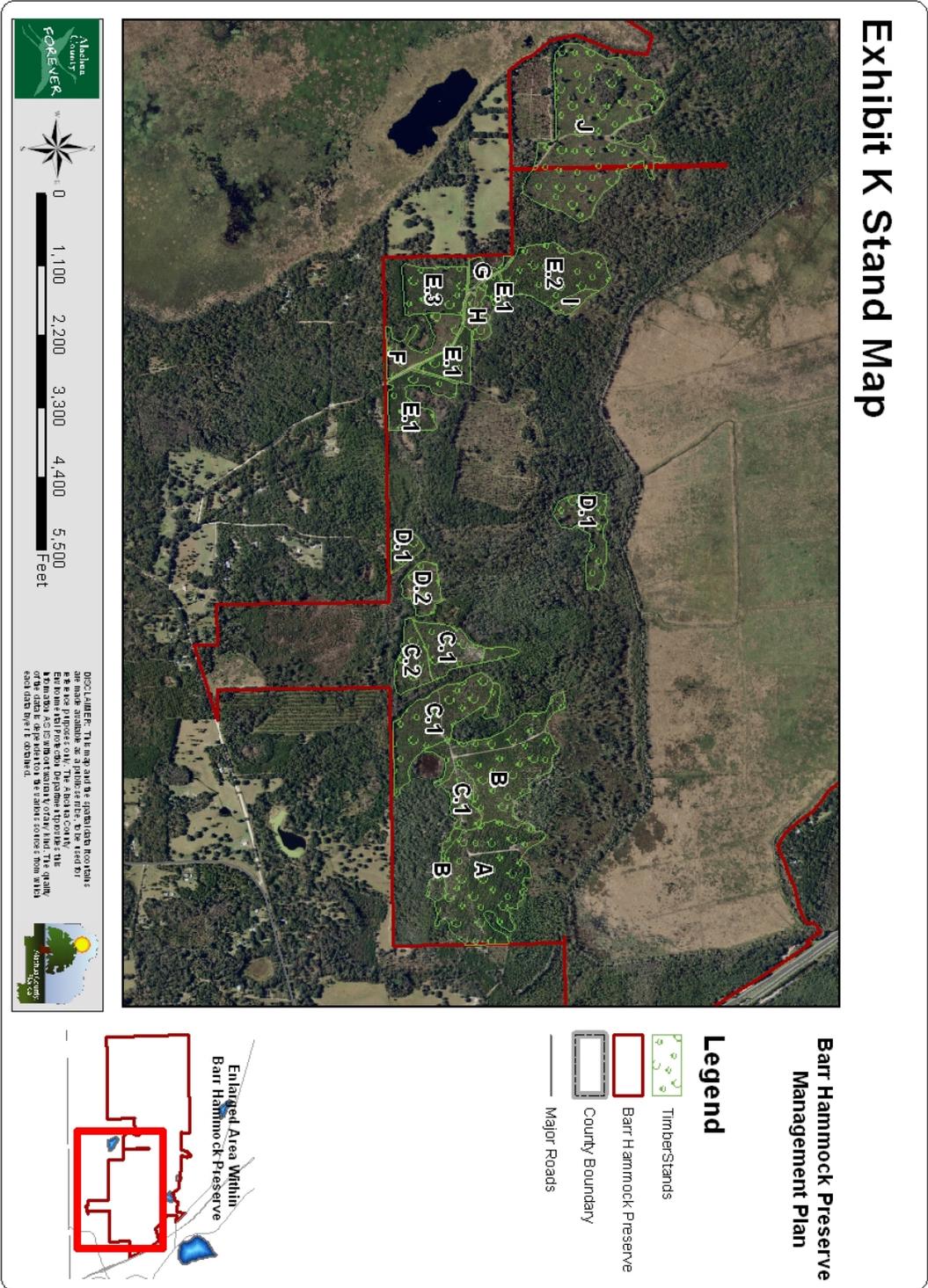


EXHIBIT M2 EMERALD NECKLACE

Exhibit M2 Emerald Necklace

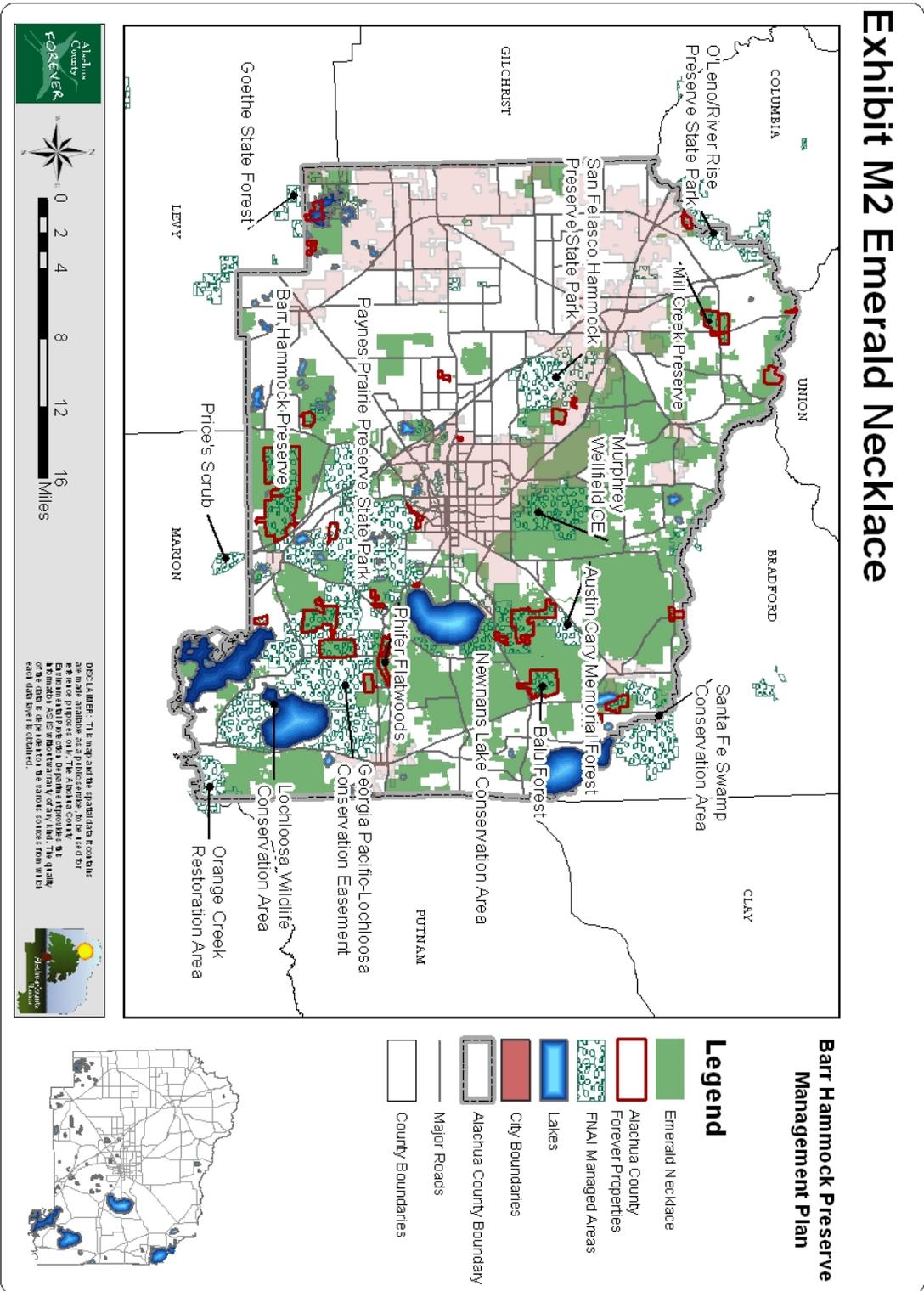


EXHIBIT N PUBLIC INVOLVEMENT

The Barr Hammock Preserve was posted on the internet for public comment from March 16th to March 30th, 2012. Neighbors within one quarter mile of the Preserve were notified of the posting and public meeting via a mailing. Staff also put out a press release requesting comment. A Public Meeting was held on March 27th, 2012 at 6:30PM at Ryan Hall, Episcopal Church of the Mediator in Micanopy, Florida to receive public comments on the Management Plan. Twenty-six people attended the meeting and 5 people provided written comments at the meeting. An additional 2 people provided comments via e-mail. One letter was received.

PUBLIC MEETING SUMMARY

Alachua County Forever Barr Hammock Preserve Management Planning Meeting

Date: March 27, 2012

Location: Ryan Hall, Episcopal Church of the Mediator, 501 NE Chokolka Blvd, Micanopy, Florida

Present: Sandra Vardaman, Kelly McPherson, Les Singleton, Helen Koehler, Susan Kasemeyer, Donna McCracken, David McCracken, Polly Smith, Joel Smith, Carol Sweeney, Bill Sheaffer, Paul Lyrene, Irma Harris, Tim Gant, Lisa Gant, Reva Phillips, Tinka Phillips, Nancy Curlin, Brenda Kidwell, Mary Joee (?), Suzan Loerzel, William Smith, Orianna Myers, Ron Myers, Howard Beck, Mike Campbell, Helen Suits, Greg Emerson

-
1. Welcome and introduction by Sandra Vardaman
 2. Site overview, natural resources and land management overview, recreational opportunities and Conceptual Site Plan presented by Kelly McPherson with question/answer.
 3. Public Comments – An informal discussion between attendees covered:

David McCracken asked about Levy Prairie conservation easement.

Question by (?) regarding security residences & access to them. Staff explained that the residences would be developed as needed in later phases of preserve development and that access to the residence would likely be through the southern parking area or near it.

Helen Koehler asked about the size of parking provided for horses and was concerned that a 1 acre parking area would not be sufficient for large horse trailers.

Paul Lyrene asked about the time frame for preserve development and in particular when the southern and northern sets of trails would be connected.

Mary Joee (?) asked how many miles of trails would be provided for each user group (pedestrians, cyclists and equestrians). Staff replied that pedestrians would have the most followed by cyclists then equestrians and gave an estimate of 26 miles for cyclists/pedestrians and approximately 18 miles for equestrians and pointed out that other firebreaks would be available, but were not currently mapped as part of the trail system.

Nancy Curlin asked questions about the size of northern trailhead parking area, attributes of the pass-through, neighborhood involvement in keeping the gate locked and other security issues. Staff indicated a willingness to work with neighborhood residents to formalize an agreement whereby the neighborhood residents could lock the gate each night. Staff suggested that a neighborhood meeting could be organized to discuss the issue and begin to formalize an agreement.

Helen Koehler asked how staff planned to allow horses but exclude motorized vehicles such as ATV's. Staff replied that there are a number of different published designs for gates and pass-through, however, the exact design for that area had not yet been chosen.

David McCracken suggested that revenues from timber grown on the property be utilized for management and security.

Brenda Kidwell suggested that more signage is needed from Wacahoota road to the northern trailhead and vice versa to keep the public off of private roads in the neighborhood. Staff noted the point and will plan for appropriate additional signage.

Paul Lyreen asked about the mowing schedule for levees. He also noted that Levy Prairie is sometimes called Levy Lake on maps and that there is another Levy Prairie in Putnam County.

David McCracken voiced concerns with staff-lead tours of the property that involve bringing the public across private roads. Potential liability of private landowners was a concern and asked if the new, southern entrance would solve that issue. Staff replied that the practice of bringing the public into the preserve as staff-lead tours would continue and that the new addition did not provide road access. Joel Smith also noted that the private roadways would likely be utilized for access for mobility impaired persons. Tim Gant reiterated concern about liability issues. Staff was unable to answer questions about liability issues and asked that concerned citizens submit comments in writing that could be directed to the County Attorney.

Brenda Kidwell asked about the longevity of the Northern entrance in its currently depicted location. Staff indicated that the area would be used as long as there was an agreement with the NRCS to do so and that the current agreement is on a 5-year renewal cycle.

Orianna Myers stated a concern that SE 11th Drive currently needs maintenance and asked when the county opens the parking area, will the county be providing road maintenance. Staff was unable to commit to maintenance schedules and indicated that ownership of the ROW should be researched and that citizens could contact Alachua County Public Works with questions about road maintenance schedules.

David McCracken voiced concern and noted the importance of fire breaks. Staff indicated that exterior breaks were currently maintained twice a year and indicated that residents could contact Kelly McPherson should there be questions. Mr. McCracken also wanted to know about burn notifications.

Paul Lyrene asked when educational walks were taking place. Staff indicated an upcoming walk and also to consult the newsletter to find out more details about future walks and indicated a willingness to work with organizations to set up walks.

Several local residents discussed bear sightings in the area.

Carol Sweeny asked why SE 11th Drive was chosen for a trailhead and expressed concerns about traffic in the neighborhood. Staff answered that the area was already disturbed and would take minimal modifications to create the parking area. Staff was also willing to add signage to direct the public to stay on public roadways.

Staff requested written public comments. Those submitted at the meeting are shown below.

4. Meeting adjourned

SUMMARY OF COMMENTS RECEIVED

E-mails:

Hi Kelly,

I was at the Barr Hammock public meeting Tuesday night. My property borders the north side of the preserve. Thank you for the review and update, and chance to comment.

Here are my comments.

1. I'm concerned about increased traffic on SE 11th Drive. It is a quiet, lightly used road now. Many of us walk and bike on that road. I hope that Preserve visitors can be encouraged to drive slowly and safely on SE 11th.
2. There has been some "parking" near the Preserve entrance at SE 11th Dr in the past. I don't know if the Preserve becoming public will add to the problem or discourage it.
3. I would like to discourage folks from entering the SE 9th Terr. neighborhood by posting a directional sign at SE 11th Dr. and SE 9th Terrace pointing visitors to the Preserve entrance. A "dead end" sign on SE 9th Terr. may help also. The folks on SE 149th Place would probably like similar treatment for their road.
4. Truth is, I wish you didn't have to use SE 11th Drive. I know it's what's most convenient and inexpensive for you at this time.
5. Can "private property" signs be posted on the properties bordering the levee?

I love our bit of paradise here and find it difficult to relinquish some privacy. But I'm happy that the land has been purchased for conservation purposes. Thank you for your efforts to care for it.

Carol Sweeney

I did see a building behind the church which appeared to be empty and not lit.

We're neighbors (1107 SE 149 PL, Micanopy, FL) affected by the proposed plans.

Our concerns: (1) Security. An open gate leaves our homes vulnerable to trespassers from the levee. (2) The road is very poorly maintained. Adding more traffic will not help us.

Our homes have been burgled by people who created their own access by sawing the lock so it appeared to be locked.

Nathan Folland

EXHIBIT O AGENCY COMMENT

**APPENDIX A1 FCT -- DECLARATION OF RESTRICTIVE COVENANTS – ORIGINAL
BARR ACQUISITION**

This document prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399



FLORIDA COMMUNITIES TRUST
FF6 AWARD #06-110-FF6
FCT Contract # 07-1N-07-F6-J1-110
BARR HAMMOCK PRAIRIE

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and ALACHUA COUNTY, a political subdivision of the State of Florida, and CONSERVATION TRUST OF FLORIDA, a non-profit environmental organization ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax

purposes;

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Alachua County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: _____

ATTN: _____

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish

and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The management plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities including nature trails and wildlife observation platforms shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
2. A permanent recognition sign, a minimum size of 3' x 4', shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust and Alachua County.
3. Interpretive signage shall be provided to educate visitors about the area's natural environment and unique history.
4. At least 12 regularly scheduled and ongoing educational classes or programs that promote the protection of environmental resources shall be provided at the project site.
5. Bike parking stands shall be installed at the project site to provide an alternative to

automobile transportation to the project site.

6. A survey of the natural communities and plant species on the project site shall be conducted prior to the development of the project site. The survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site.
7. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
8. Approximately 548 acres of degraded uplands will be restored in terms of biological composition and ecological function.
9. Approximately 103 acres of degraded wetlands will be restored to a natural condition in terms of biological composition and ecological function.
10. The project site shall be managed in a manner that protects and enhances listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
11. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.
12. The project site shall be protected and managed as part of an ecological corridor within the County's designated "Emerald Necklace" greenway system.
13. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
14. A feral animal removal program shall be developed and implemented for the project site, as necessary.
15. An archaeological survey shall be performed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historic Resources for the protection of know historic site located on the project site.

16. Any parking facility shall be designed and located to have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the “disallowable activities,” may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person’s capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to

remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a

reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

INSTRUMENT # 2373561
19 PGS

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Rhonda Baxter
Print Name: Rhonda Baxter

Sandra Varchaman
Print Name: Sandra Varchaman

ALACHUA COUNTY, a political subdivision
of the State of Florida

By: [Signature]
RANDALL H. REID, COUNTY MANAGER

Date: 6/28/07

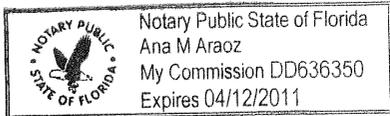
Approved as to Form and Legality:

By: APPROVED AS TO FORM
Print Name: _____

[Signature]
ALACHUA COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28th day of June,
2007, by Randall H. Reid on behalf of the Local Government, and who is personally
known to me.



Ana M. Araoz
Notary Public
Print Name: ANA M. ARAOZ
Commission No. DD636350
My Commission Expires: 04/12/2011

INSTRUMENT # 2373561
19 PGS

Witness:

Ramesh Buch
Print Name: RAMESH BUCH

Judi Scarborough
Print Name: Judi Scarborough

CONSERVATION TRUST OF FLORIDA, a
non-profit environmental organization

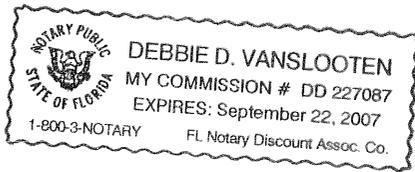
By: Louise Kishig. Shine Byerly

Date: June 20, 2007

Approved as to Form and Legality:
By: Terry J. Zinn
Print Name: Terry J. Zinn

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of June,
2007, by Louise K.S. Byerly on behalf of the Local Government, and who is personally
known to me. presented identification, Florida D/L # 5621-531-72-639-0



Debbie Vanslooten
Notary Public
Print Name: Debbie Vanslooten
Commission No. _____
My Commission Expires: 9/22/07

INSTRUMENT # 2373561
19 PGS

Witness:

[Signature]
Print Name: John T. Siley

[Signature]
Print Name: GAYLE H. BRETT

FLORIDA COMMUNITIES TRUST

By: [Signature]
Janice Browning, Director, Division of
Housing and Community Development

Date: 7/11/07

Approved as to Form and Legality:

By: [Signature]
Kristen C. Coetz
Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

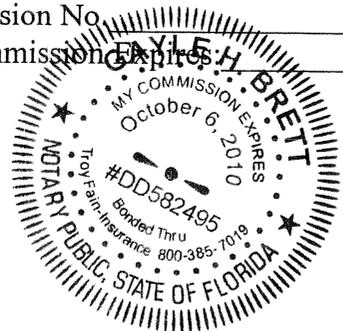
The foregoing instrument was acknowledged before me this 11th day of July, 2007, by **Janice Browning**, Director, Division of Housing and Community Development. She is personally known to me.

[Signature]
Notary Public

Print Name: _____

Commission No. _____

My Commission Expires _____



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EXHIBIT "A"

Description: As Furnished (Per Official Records Book 2260, Page 2038)

TOWNSHIP 11 SOUTH – RANGE 19 EAST:

Section 25:

All of Section 25.

Section 26: All of Section 26, LESS the following tract of land: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01°56'12" West, along the West line of said Section 26, 1,939.95 feet to the Point of Beginning; thence continue North 01°56'12" West, along the West line of said Section 26, 3,366.41 feet to the Northwest corner of said Section 26; thence run North 89°18'00" East, along the North line of said Section 26, 5,317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64°37'45" West, 1,500.92 feet, more or less; thence run South 52°52'45" West, 1,882.15 feet; thence run South 59°24'15" West, 712.30 feet; thence run South 59°23'15" West, 579.30 feet; thence run South 59°24'45" West, 1,435.35 feet to the Point of Beginning.

ALL OF THE FOREGOING BEING IN TOWNSHIP 11 SOUTH – RANGE 19 EAST

TOWNSHIP 11 SOUTH – RANGE 20 EAST

Section 19: The following described land in Section 19, Township 11 South, Range 20 East: Commence 71.13 feet West of the Southeast corner of Said Section 19 for the Point of Beginning; thence run North 40°34'15" West, 2,629.54 feet; thence South 53°00'45" West, 1,355.85 feet; thence South 81°57'45" West, 981.30 feet; thence South 85°36'45" West, 1,053.50 feet; thence West to the West line of said Section 19; thence South along Section line to Southwest corner; thence East along Section line to the Point of Beginning.

Section 28: All of Section 28, Township 11 South, Range 20 East; LESS The South 350 yards of the West 70 yards; AND LESS the following tract of land: Begin at the Southeast corner of the Northeast 1/4 of Section 28, Township 11 South, Range 20 East, and run South 01°00'19" East, along the East line of said Section 28, 3.08 feet; thence run South 89°25'47" West, 784.69 feet; thence run North 48°45'13" West, 1,901.22 feet; thence run South 86°50'02" West to the West line of said Section 28; thence run North 00°56'41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89°18'00" East, along the North line of said Section 28 to the Northeast corner of said Section 28; thence run South along the East line of said Section 28 to the Point of Beginning.

Section 29: All of Section 29 Township 11 South, Range 20 East; LESS 166 acres on the East side thereof sold to Bauknight in Deed Book "I", Page 125, Public Records of Alachua County, Florida. ALSO LESS the following described property: Begin at the Northwest corner of Section 29,

Township 11 South, Range 20 East, and run North 89°18'00" East, along the North line of said Section 29, 2,657.00 feet to the Northeast corner of the Northwest 1/4 of said Section 29; thence run South 34°12'54" East, along the Bauknight West property line, 1,716.96 feet; thence leave said Bauknight West property line, and run South 60°16'17" West, 1,350.86 feet; thence run North 73°32'43" West, 1,742.65 feet; thence run North 28°21'23" West to the West line of said Section 29; thence run North 00°46'06" West, along the West line said Section 29, to the Point of Beginning.

Section 30: Lots 1 to 14, both inclusive in Section 30, Township 11 South, Range 20 East, as per survey recorded in Deed Book "O", Page 491, Public Records of Alachua County, Florida.

The above described parcel of land being more particularly described as follows:

PARCEL 1

A parcel of land lying conjointly in Sections 25 and 26, Township 11 South, Range 19 East, Sections 19, 29 and 30, Township 11 South, Range 20 East, and being a portion of the J.B. Myers Plat of Section 30, Township 11 South, Range 20 East, in the Arredondo Grant, all lying in Alachua County, Florida and being described as follows:

Begin at a 4"x4" concrete monument marking the Southwest corner of Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 26, N 1°56'39" W, a distance of 1940.41 feet to a found 4"x4" concrete monument; thence departing said East line, N 59°23'04" E, a distance of 1434.15 feet to a found 3/4" iron pipe; thence N 59°21'41" E, a distance of 579.33 feet to a found 3/4" iron pipe; thence N 59°21'32" E, a distance of 712.00 feet to a found 3/4" iron pipe; thence N 52°49'22" E, a distance of 1882.05 feet to a found 3/4" iron pipe; thence N 64°40'06" E, a distance of 1513.64 feet to a set 4"x4" concrete monument stamped LB 6888, said concrete monument being on the East line of said Section 26, the same being the West line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 25, N 1°36'21" W, a distance of 263.06 feet to a found 3/4" iron pipe at the Northwest corner of said Section 25; thence departing said West line and on the North line of said Section 25, N 89°15'46" E, a distance of 5318.19 feet to a found 4"x4" concrete monument stamped RLS 940 at the Northeast corner of said Section 25, the same being the Southwest corner of Section 19, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said North line and on the West line of said Section 19, N 0°47'10" W, a distance of 1032.11 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 89°56'25" E, a distance of 442.95 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 85°33'10" E, a distance of 1053.50 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 81°54'10" E, a distance of 981.30 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 52°57'10" E, a distance of 1355.85 feet to a found 1" iron pipe; thence S 40°37'50" E, a distance of 2635.16 feet to a found 1 1/2" iron pipe, said iron pipe being on the South line of said Section 19; thence on the South line of said Section 19, N 89°14'34" E, a distance of 68.69 feet to a found 5/8" iron rod and cap stamped LB 6895 at Southeast corner of said Section 19, the same being the Northwest corner of Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said South line and on the West line of said Section 29, S 0°50'57" E, a distance of 124.23 feet to a found 1 3/4" iron pipe; thence departing said West line, S 28°24'50" E, a distance of 1635.84 feet to a found 3/4" iron pipe; thence S 73°36'21" E, a distance of 1742.53 feet to a

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found 1" iron rod; thence N 60°15'37" E, a distance of 1107.60 feet to a set 4"x4" concrete monument stamped LB 6888; thence continue N 60°15'37" E, a distance of 63.4 feet more or less to the centerline of Still Branch, said centerline being the West line of a parcel of land as described in Deed Book "I", Page 125, of the Public Records of Alachua County, Florida; thence Southerly on the meanderings of the centerline of Still Branch, the same being the West line of said parcel of land as described in Deed Book "I", Page 125, a distance of 2441 feet more or less to an intersection with the West line of said parcel as described in Deed Book "I", Page 125; thence departing the centerline of Still Branch and continuing on the West line of said parcel of land as described in Deed Book "I", Page 125, S 0°57'25" E, a distance of 8 feet more or less to a found 4"x4" concrete monument; thence continuing on said West line, S 0°57'25" E, a distance of 2350.87 feet to found 4"x4" concrete monument, said concrete monument being the Southwest corner of said parcel of land as described in Deed Book "I", Page 125, said monument also being on the South line of said Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing the West line of said parcel of land as described in Deed Book "I", Page 125 and on the South line of said Section 29, the same being the North line of Micanopy Hammock, as recorded in Plat Book "K", Page 46, of the Public Records of Alachua County, Florida, S 89°04'58" W, a distance of 4274.64 feet to a found 4"x4" concrete monument at Southwest corner of said Section 29, the same being the Southeast corner of Section 30, Township 11 South, Range 20 East, Alachua County, Florida, the same also being the Southeast corner of Lot 18, J.B. Myers Plat of Section 30 of the Arredondo Grant, as recorded in Deed Book "O", Page 491, of the Public Records of Alachua County, Florida; thence N 0°50'57" W on the West line of said Section 29, the same being the East line of said Section 30, the same also being the East line of Lots 18, 17 and 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, a distance of 1985.15 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southeast corner of Lot 14 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West and East lines and on the South line of said Lot 14 the same being the North line of Lot 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1314.77 feet to a set 4"x4" concrete monument stamped LB 6888 on the East right of way of an un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said South and North lines and on the East right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, N 1°06'54" W, a distance of 3316.18 feet to a set 4"x4" concrete monument stamped LB 6888 on the North line of Lot 2 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said East right of way line and on the North line of Lot 2 and 3 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida, S 89°14'34" W, a distance of 33.00 feet to a set 4"x4" concrete monument stamped LB 6888 on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said North lines and on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 1°06'54" E, a distance of 3316.37 feet to a set 4"x4" concrete monument stamped LB 6888 on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West right of way line and on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1505.85 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being the Easterly edge of Ledwith Lake; thence departing said South

line and on the West and South lines of Lots 13, 12, 9, 5, 6, 7 and 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant and the Easterly and Northerly edge of said Ledwith Lake through the following courses, N 37°32'43" W, a distance of 275.60 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 23°21'39" W, a distance of 163.48 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 40°54'09" W, a distance of 368.35 feet to found 4"x4" concrete monument; thence N 11°10'10" W, a distance of 383.14 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 21°35'51" E, a distance of 450.02 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 24°41'11" E, a distance of 200.00 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 5°18'09" E, a distance of 505.72 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 73°04'16" W, a distance of 287.92 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 32°11'37" W, a distance of 520.86 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 66°55'45" W, a distance of 494.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 70°07'46" W, a distance of 440.53 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 88°06'24" W, a distance of 574.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 67°08'34" W, a distance of 94.66 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 51°25'08" W, a distance of 105.96 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 82°39'46" W, a distance of 58.08 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being on the West line of aforesaid Section 30, Township 11 South, Range 20 East, Alachua County, Florida and also being the East line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 30 the same being on the East line of said Section 25, S 1°10'10" E, a distance of 3521.04 feet to a found 2" iron pipe at the Southwest corner of said Section 30 the same being the Southeast corner of said Section 25; thence departing said East and west lines and on the South line of said Section 25, S 89°13'42" W, a distance of 5277.80 feet to a found 4"x4" concrete monument at the Southwest corner of said Section 25, the same being the Southeast corner of aforesaid Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence departing the South line of said Section 25 and on the South line of the Southeast 1/4 of said Section 26, S 89°02'56" W, a distance of 2642.76 feet to a found 5/8" iron rod at the Southwest corner of the Southeast 1/4 of said Section 26, the same being the Southeast corner of the Southwest 1/4 of said Section 26; thence on the South line of the Southwest 1/4 of said Section 26, S 89°15'45" W, a distance of 2646.07 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A parcel of land lying in Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida and being described as follows:

Begin at a found 4"x4" concrete monument at the Southeast corner of Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida; thence on the South line of the Southeast 1/4 of said Section 28, S 89°13'35" W, a distance of 2661.31 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of the Southeast 1/4 of said Section 28, the same being the Southeast corner of the Southwest 1/4 of said Section 28; thence on the South line of the Southwest 1/4 of said Section 28, S 89°13'35" W, a distance of 2451.31 feet to a set 4"x4"

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concrete monument stamped LB 6888 at the Southeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said South line and on the East line of the South 350 yards of the West 70 yards of said Section 28, N 0°59'27" W, a distance of 1050.01 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said East line and on the North line of the South 350 yards of the West 70 yards of said Section 28, S 89°13'35" W, a distance of 210.00 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northwest corner of the South 350 yards of the West 70 yards of said Section 28 the same being on the West line of said Section 28; thence departing said North Line and on the West line of said Section 28, N 0°59'27" W, a distance of 2724.33 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 86°47'16" E, a distance of 3126.50 feet to a found 1 1/2" iron pipe; thence S 48°46'52" E, a distance of 1901.52 feet to a found 1 1/4" iron pipe; thence N 89°24'29" E, a distance of 784.89 feet to a found 1 1/2" iron pipe on the East line of aforesaid Section 28; thence on said East line, S 1°06'07" E, a distance of 2632.72 feet to the POINT OF BEGINNING.

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**APPENDIX A2 FCT DECLARATION OF RESTRICTIVE COVENANTS – LEVY PRAIRIE
ADDITION**

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→ CARPENTER



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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2490070 18 PGS
Mar 13, 2009 03:46 PM
BOOK 3864 PAGE 582
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 401878

This document prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF7 AWARD #07-114-FF7
FCT Contract #08-CT-C1-07-F7-A1-114
LEVY PRAIRIE

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and **ALACHUA COUNTY**, a local government of the State of Florida, and **CONSERVATION TRUST OF FLORIDA**, a nonprofit environmental organization of the State of Florida (collectively referred to as "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Alachua County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and

charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
 Department of Community Affairs
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
 ATTN: Program Manager

Recipient: Alachua County Board of County Commissioners
 P.O. Box 2877
 Gainesville, Florida 32602
 ATTN: Randall H. Reid, County Manager

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site

shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to

inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. The following recreational facilities including a bench swing, wildlife observation platform, tetherball court, and horseshoe pit shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and Alachua County.
3. Interpretive kiosks shall be provided on the project site to educate visitors about the area's natural resources.
4. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

5. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
6. Exotic vegetation shall be removed from the project site.
7. A significant portion of the upland area on the project site shall be planted with native vegetation.
8. The development and management of the project site shall be coordinated with agencies managing multi-jurisdictional recreational trails in Alachua County to ensure the project site is managed as part of a linked land-based trail system.
9. The project site shall be protected and managed as part of the County's designated Emerald Necklace Greenway.
10. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.
11. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
12. A feral animal removal program shall be developed and implemented for the project site.
13. An archaeological survey shall be preformed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of known historic sites located on the project site.
14. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.
15. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental and historic resources.

16. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the St. Johns River Water Management District.

17. A nature trail of at least ¼ mile shall be provided on the project site.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the “disallowable activities,” may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person’s capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or

- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-

through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):

Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

INSTRUMENT # 2490070 18 PGS

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

INSTRUMENT # 2490070 18 PGS

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

INSTRUMENT # 2490070 18 PGS

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

ALACHUA COUNTY, a local government of the State of Florida

By: [Signature]
RANDALL H. REID, COUNTY MANAGER

Date: 3/2/09

Approved as to Form #
By: [Signature]
Print Name: _____

[Signature]
Print Name: Phyllis Brock
[Signature]
Print Name: RAMISH BUCH

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 2nd day of March, 2009, by Randall Reid on behalf of the Local Government, and who is personally known to me.

[Signature]
Notary Public
Print Name: Brian Block
Commission No. DD808140
My Commission Expires: 7/21/12



Witness:

CONSERVATION TRUST FOR FLORIDA,
INC., a local government of
the State of Florida

Ramesh Buch
Print Name: Ramesh Buch

Sandra Vardaman
Print Name: Sandra Vardaman

By: Louise Shires-Beverly

Date: Feb. 24, 2009

Approved as to Form and Legality:

By: Terry L. Zinn
Print Name: Terry L. Zinn

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 24th day of February,
2009, by Louise Shires-Beverly on behalf of the Local Government, and who is personally
known to me.



BRIAN BLOCK
MY COMMISSION # DD 808140
EXPIRES: July 21, 2012
Bonded Thru Budget Notary Services

Brian Block
Notary Public

Print Name: Brian Block
Commission No. DD 808140
My Commission Expires: 7/21/12

Witness:

FLORIDA COMMUNITIES TRUST

Gayle H. Brett
Print Name: GAYLE H. BRETT

By: Ken Reecy
Ken Reecy, Community Program Manager
Florida Communities Trust

Pamela J. Kugler
Print Name: Pamela J. Kugler

Date: 3-11-09

Approved as to Form and Legality:

By: Kristen L. Coons
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11th day of March, 2009, by **Ken Reecy**, Community Program Manager, Florida Communities Trust, who is personally known to me.

Gayle H. Brett
Notary Public

Print Name: _____

Commission No. _____

My Commission Expires _____

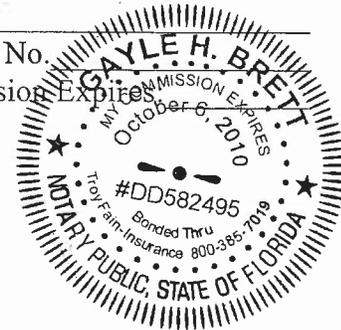


Exhibit "A"

All of That Portion of Lot 78 of Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map or Plat Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, Lying South of the Micanopy-Wacahoota Paved Road;

And Also:

Commence 883 Feet-West of the Southeast Corner of Lot 78 of the Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, and Run West 1757 Feet; Thence Run South 80 Rods; Thence Run East 1757 Feet; Thence Run North 80 Rods to Point of Beginning; All Lying and Being in Section 21, Township 11 South, Range 20 East, Alachua County, Florida.

Less and Except: Three (3) Acres in the Northwest Corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida. Said three acres being more particularly described as: Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run North 85 degrees, 59 minutes, 59 seconds West 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet more or less to the Point of Beginning.

Tax Parcel No. 07418-000-000

All Section 23, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07419-000-000

All of Section 24, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07421-001-000

A tract of land situated in Section 26, Township 11 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01° 56' 12" West, along the West line of said Section 26, 1939.95 feet to the Point of Beginning; thence continue North 01° 56' 12" West, along the West line of said Section 26, 3366.41 feet to the Northwest corner of said Section 26; thence run North 89° 18' 00" East, along the North line of said Section 26, 5317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64° 37' 45" West 1500.92 feet, more or less; thence run South 52° 52' 45" West, 1882.15 feet; thence run South 59° 24' 15" West, 712.30 feet; thence South 59° 23' 15" West, 579.30 feet; thence run South 59° 24' 45" West, 1435.35 feet to the Point of Beginning.

Tax Parcel No. 16374-004-000

Begin at the Northeast corner of Lot 39, Harrison Subdivision of Lot 7 of the Levy Grant, recorded in Chancery Order Book "C," page 432 of the Public Records of Alachua County, Florida, and thence run South 19° 21' 46" West 525.0 feet to a concrete monument and the Point of Beginning; thence continue South 19° 21' 46" West 846.97 feet to a concrete monument and the South line of Lot 39; thence run North 86° 36' 28" West 683.10 feet to a point; thence un North 19° 21' 42" East 232.06 feet to a concrete monument; thence continue North 19° 21' 42" East 722.0 feet to a concrete monument; thence run South 70° 38' 18" East 209.0 feet to a concrete monument; thence run North 19° 21' 43" East 477.57 feet to a concrete monument; thence run South 86° 36' 00" East 267.80 feet to a concrete monument; thence run South 19° 21' 46" West 525.0 feet to a concrete monument; thence run South 86° 35' 56" East 210.0 feet to a concrete monument and the Point of Beginning.

Tax Parcel No. 16472-000-000

All in Lake (all water) in Section 20, Township 11 South, Range 20 East, less and except the following:

Commencing at the Northeast corner of Section 20, Township 11 South, Range 20 East, thence run North 85 1/4 degrees West on South line of Moses E. Levy Grant 25 chains to lake, thence South 33 degrees, 48 minutes East 15 chains to a corner, thence North 67 1/2 degrees East 14 1/2 chains to East line of Section 20, thence North 1.75 chains to beginning, all in the Northeast corner of Section 20, Township 11 South, Range 20 East.

Tax Parcel No. 16476-000-000

That part of Fractional Section in Levy Lake, Less North 1320 feet of West 1757 feet of Section 21, Township 11 South, Range 20 East EXCEPT: That part of the North 1/2 of Fractional Section 21, Township 11 South, Range 20 East, and being more particularly described as follows: Commence at the Northeast corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida,

~~EXHIBIT A PAGE 2 OF 9~~

for a point of reference, thence run South 01° 09' 00" West along East line of said Fractional Section 21, a distance of 1721.03 feet to an intersection with the survey center line of State Road No. 93 (I.R. 75), thence continue South 01° 09' 11" West along the said East line of said Fractional Section 21, a distance of 35.83 feet, thence run South 58° 42' 07" West a distance of 216.52 feet to an intersection with the Southwesterly right-of-way line of a 66 foot service road for State Road No. 93 (I.R. 75) and the point of beginning. From said point of beginning, thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 25.0 feet, thence run South 58° 42' 07" West a distance of 155.96 feet to an intersection with the East property line of the Allen Richards property, thence run North 04° 07' 55" East along the said East line of the Allen Richards property a distance of 245.16 feet to an intersection with the said Southwesterly right-of-way line of the 66 foot service road for State Road No. 93 (I.R. 75), thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 175.12 feet to the point of beginning.

Tax Parcel No. 16471-001-000

A tract of land being Section 19, Township 11 South, Range 20 East, Alachua County, Florida, LESS the following described parcel of land: Commence at the Southeast corner of Section 19, Township 11 South, Range 20 East, and run South 89° 18' 00" West, along the South line of said Section 19, 71.13 feet to the Point of Beginning; thence run North 40° 34' 15" West, 1602.79 feet; thence run North 40° 34' 15" West, 1026.75 feet; thence run South 53° 00' 45" West 1355.85 feet; thence run South 81° 57' 45" West, 981.30 feet; thence run South 85° 36' 45" West, 1053.50 feet; thence run West to the West line of said Section 19; thence run South, along the West line of said Section 19, to the Southwest corner of said Section 19; thence run North 89° 18' 00" East, along the South line of said Section 19, to the Point of Beginning.

Tax Parcel No. 16822-001-000

A tract of land situated in Section 28, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Southeast corner of the Northeast Quarter (NE ¼) of Section 28, Township 11 South, Range 20 East, and run South 01° 00' 19" East, along the East line of said Section 28, 3.08 feet; thence run South 89° 25' 47" West, 784.69 feet; thence run North 48° 45' 13" West, 1901.22 feet; thence run South 86° 50' 02" West, to the West line of said Section 28; thence run North 00° 56' 41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89° 18' 00" East, along the North line of said Section 28, 5315.24 feet to the NE corner of said Section 28, thence run South along the East line of Section 28 to the Point of Beginning.

Tax Parcel No. 16824-000-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-001-000 which is North of dike.

Tax Parcel No. 16824-001-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-000-000 which is South of dike and North of Micanopy Hammock Subdivision.

Tax Parcel No. 16825-001-000

A tract of land situated in Section 29, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Northwest corner of Section 29,

APPENDIX B DEEDS

INT. TAX 0
DOC. STAMPS 70157.50
RECORDING 69.50
TOTAL \$70227.00

This Instrument Prepared By:
Tracy K. Arthur, Esq.
P.O. Box 723
Fernandina Beach, Florida 32034

Return to:
Salter, Feiber, Murphy et al.
P.O. Box 357399
Gainesville, FL 32635-7399

SFMH&M Ref
↑
RETURN TO: ↑

SPECIAL WARRANTY DEED

THIS INDENTURE, is made this 26 day of September 2006, from **RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership** (prior to name change, known as RAYONIER TIMBERLANDS OPERATING COMPANY L.P., LIMITED PARTNERSHIP, a Delaware limited partnership, prior to merger, known as Rayonier Woodlands, LLC, a Delaware limited liability company; and prior to name change, known as R1999 Timberlands, LLC, a Delaware limited liability company) whose mailing address is: 1901 Island Walkway, Fernandina Beach, FL 32034, (the "Grantor"), to **ALACHUA COUNTY, FLORIDA, a political subdivision of the State of Florida, and on behalf of the PUBLIC AT LARGE**, whose mailing address is c/o Alachua County Forever Land Conservation Program, ACEPD, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida, 32601 (collectively the "Grantee"). (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's successors and assigns forever, all the land and improvements thereon located in Alachua County, Florida, and more particularly described as follows ("Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

TOGETHER WITH that certain Easement dated December 18, 1979 and recorded in OR Book 1261, Page 839 et seq., of the Public Records of Alachua County, Florida.

TAX PARCEL ID: See **EXHIBIT "B"**

THIS CONVEYANCE IS SUBJECT to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

TO HAVE AND TO HOLD the same unto the said Grantee in fee simple forever.

AND THE SAID GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF the Grantor has executed these presents, the day and year first written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.
By its Managing General Partner: **RAYONIER**
TIMBERLANDS MANAGEMENT, LLC

Kathleen Baker
Kathleen Baker (Print)

Kathia Pinto
Kathia Pinto (Print)

By: Larry Davis
Larry Davis
Its: Director, Southeast Forest Resources

Attest: Tracy K. Arthur
Tracy K. Arthur
Its: Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of September 2006, by Larry Davis, Director, Southeast Forest Resources and Tracy K. Arthur, Assistant Secretary, respectively, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.



Deleene B. Goode
Deleene B. Goode
Notary Public, State of Florida
My Commission Expires:
Commission No.:

EXHIBIT "A"

Description: As Furnished (Per Official Records Book 2260, Page 2038)

TOWNSHIP 11 SOUTH – RANGE 19 EAST:

Section 25:

All of Section 25.

Section 26: All of Section 26, LESS the following tract of land: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01°56'12" West, along the West line of said Section 26, 1,939.95 feet to the Point of Beginning; thence continue North 01°56'12" West, along the West line of said Section 26, 3,366.41 feet to the Northwest corner of said Section 26; thence run North 89°18'00" East, along the North line of said Section 26, 5,317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64°37'45" West, 1,500.92 feet, more or less; thence run South 52°52'45" West, 1,882.15 feet; thence run South 59°24'15" West, 712.30 feet; thence run South 59°23'15" West, 579.30 feet; thence run South 59°24'45" West, 1,435.35 feet to the Point of Beginning.

ALL OF THE FOREGOING BEING IN TOWNSHIP 11 SOUTH – RANGE 19 EAST

TOWNSHIP 11 SOUTH – RANGE 20 EAST

Section 19: The following described land in Section 19, Township 11 South, Range 20 East: Commence 71.13 feet West of the Southeast corner of Said Section 19 for the Point of Beginning; thence run North 40°34'15" West, 2,629.54 feet; thence South 53°00'45" West, 1,355.85 feet; thence South 81°57'45" West, 981.30 feet; thence South 85°36'45" West, 1,053.50 feet; thence West to the West line of said Section 19; thence South along Section line to Southwest corner; thence East along Section line to the Point of Beginning.

Section 28: All of Section 28, Township 11 South, Range 20 East; LESS The South 350 yards of the West 70 yards; AND LESS the following tract of land: Begin at the Southeast corner of the Northeast 1/4 of Section 28, Township 11 South, Range 20 East, and run South 01°00'19" East, along the East line of said Section 28, 3.08 feet; thence run South 89°25'47" West, 784.69 feet; thence run North 48°45'13" West, 1,901.22 feet; thence run South 86°50'02" West to the West line of said Section 28; thence run North 00°56'41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89°18'00" East, along the North line of said Section 28 to the Northeast corner of said Section 28; thence run South along the East line of said Section 28 to the Point of Beginning.

Section 29: All of Section 29 Township 11 South, Range 20 East; LESS 166 acres on the East side thereof sold to Bauknight in Deed Book "I", Page 125, Public Records of Alachua County, Florida. ALSO LESS the following described property: Begin at the Northwest corner of Section 29,

EXHIBIT "A"

Township 11 South, Range 20 East, and run North 89°18'00" East, along the North line of said Section 29, 2,657.00 feet to the Northeast corner of the Northwest 1/4 of said Section 29; thence run South 34°12'54" East, along the Bauknight West property line, 1,716.96 feet; thence leave said Bauknight West property line, and run South 60°16'17" West, 1,350.86 feet; thence run North 73°32'43" West, 1,742.65 feet; thence run North 28°21'23" West to the West line of said Section 29; thence run North 00°46'06" West, along the West line said Section 29, to the Point of Beginning.

Section 30: Lots 1 to 14, both inclusive in Section 30, Township 11 South, Range 20 East, as per survey recorded in Deed Book "O", Page 491, Public Records of Alachua County, Florida.

The above described parcel of land being more particularly described as follows:

PARCEL 1

A parcel of land lying conjointly in Sections 25 and 26, Township 11 South, Range 19 East, Sections 19, 29 and 30, Township 11 South, Range 20 East, and being a portion of the J.B. Myers Plat of Section 30, Township 11 South, Range 20 East, in the Arredondo Grant, all lying in Alachua County, Florida and being described as follows:

Begin at a 4"x4" concrete monument marking the Southwest corner of Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 26, N 1°56'39" W, a distance of 1940.41 feet to a found 4"x4" concrete monument; thence departing said East line, N 59°23'04" E, a distance of 1434.15 feet to a found 3/4" iron pipe; thence N 59°21'41" E, a distance of 579.33 feet to a found 3/4" iron pipe; thence N 59°21'32" E, a distance of 712.00 feet to a found 3/4" iron pipe; thence N 52°49'22" E, a distance of 1882.05 feet to a found 3/4" iron pipe; thence N 64°40'06" E, a distance of 1513.64 feet to a set 4"x4" concrete monument stamped LB 6888, said concrete monument being on the East line of said Section 26, the same being the West line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 25, N 1°36'21" W, a distance of 263.06 feet to a found 3/4" iron pipe at the Northwest corner of said Section 25; thence departing said West line and on the North line of said Section 25, N 89°15'46" E, a distance of 5318.19 feet to a found 4"x4" concrete monument stamped RLS 940 at the Northeast corner of said Section 25, the same being the Southwest corner of Section 19, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said North line and on the West line of said Section 19, N 0°47'10" W, a distance of 1032.11 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 89°56'25" E, a distance of 442.95 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 85°33'10" E, a distance of 1053.50 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 81°54'10" E, a distance of 981.30 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 52°57'10" E, a distance of 1355.85 feet to a found 1" iron pipe; thence S 40°37'50" E, a distance of 2635.16 feet to a found 1 1/2" iron pipe, said iron pipe being on the South line of said Section 19; thence on the South line of said Section 19, N 89°14'34" E, a distance of 68.69 feet to a found 5/8" iron rod and cap stamped LB 6895 at Southeast corner of said Section 19, the same being the Northwest corner of Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said South line and on the West line of said Section 29, S 0°50'57" E, a distance of 124.23 feet to a found 1 3/4" iron pipe; thence departing said West line, S 28°24'50" E, a distance of 1635.84 feet to a found 3/4" iron pipe; thence S 73°36'21" E, a distance of 1742.53 feet to a

EXHIBIT "A"

found 1" iron rod; thence N 60°15'37" E, a distance of 1107.60 feet to a set 4"x4" concrete monument stamped LB 6888; thence continue N 60°15'37" E, a distance of 63.4 feet more or less to the centerline of Still Branch, said centerline being the West line of a parcel of land as described in Deed Book "I", Page 125, of the Public Records of Alachua County, Florida; thence Southerly on the meanderings of the centerline of Still Branch, the same being the West line of said parcel of land as described in Deed Book "I", Page 125, a distance of 2441 feet more or less to an intersection with the West line of said parcel as described in Deed Book "I", Page 125; thence departing the centerline of Still Branch and continuing on the West line of said parcel of land as described in Deed Book "I", Page 125, S 0°57'25" E, a distance of 8 feet more or less to a found 4"x4" concrete monument; thence continuing on said West line, S 0°57'25" E, a distance of 2350.87 feet to found 4"x4" concrete monument, said concrete monument being the Southwest corner of said parcel of land as described in Deed Book "I", Page 125, said monument also being on the South line of said Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing the West line of said parcel of land as described in Deed Book "I", Page 125 and on the South line of said Section 29, the same being the North line of Micanopy Hammock, as recorded in Plat Book "K", Page 46, of the Public Records of Alachua County, Florida, S 89°04'58" W, a distance of 4274.64 feet to a found 4"x4" concrete monument at Southwest corner of said Section 29, the same being the Southeast corner of Section 30, Township 11 South, Range 20 East, Alachua County, Florida, the same also being the Southeast corner of Lot 18, J.B. Myers Plat of Section 30 of the Arredondo Grant, as recorded in Deed Book "O", Page 491, of the Public Records of Alachua County, Florida; thence N 0°50'57" W on the West line of said Section 29, the same being the East line of said Section 30, the same also being the East line of Lots 18, 17 and 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, a distance of 1985.15 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southeast corner of Lot 14 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West and East lines and on the South line of said Lot 14 the same being the North line of Lot 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1314.77 feet to a set 4"x4" concrete monument stamped LB 6888 on the East right of way of an un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said South and North lines and on the East right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, N 1°06'54" W, a distance of 3316.18 feet to a set 4"x4" concrete monument stamped LB 6888 on the North line of Lot 2 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said East right of way line and on the North line of Lot 2 and 3 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida, S 89°14'34" W, a distance of 33.00 feet to a set 4"x4" concrete monument stamped LB 6888 on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said North lines and on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 1°06'54" E, a distance of 3316.37 feet to a set 4"x4" concrete monument stamped LB 6888 on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West right of way line and on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1505.85 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being the Easterly edge of Ledwith Lake; thence departing said South

EXHIBIT "A"

line and on the West and South lines of Lots 13, 12, 9, 5, 6, 7 and 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant and the Easterly and Northerly edge of said Ledwith Lake through the following courses, N 37°32'43" W, a distance of 275.60 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 23°21'39" W, a distance of 163.48 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 40°54'09" W, a distance of 368.35 feet to found 4"x4" concrete monument; thence N 11°10'10" W, a distance of 383.14 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 21°35'51" E, a distance of 450.02 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 24°41'11" E, a distance of 200.00 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 5°18'09" E, a distance of 505.72 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 73°04'16" W, a distance of 287.92 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 32°11'37" W, a distance of 520.86 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 66°55'45" W, a distance of 494.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 70°07'46" W, a distance of 440.53 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 88°06'24" W, a distance of 574.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 67°08'34" W, a distance of 94.66 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 51°25'08" W, a distance of 105.96 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 82°39'46" W, a distance of 58.08 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being on the West line of aforesaid Section 30, Township 11 South, Range 20 East, Alachua County, Florida and also being the East line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 30 the same being on the East line of said Section 25, S 1°10'10" E, a distance of 3521.04 feet to a found 2" iron pipe at the Southwest corner of said Section 30 the same being the Southeast corner of said Section 25; thence departing said East and west lines and on the South line of said Section 25, S 89°13'42" W, a distance of 5277.80 feet to a found 4"x4" concrete monument at the Southwest corner of said Section 25, the same being the Southeast corner of aforesaid Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence departing the South line of said Section 25 and on the South line of the Southeast 1/4 of said Section 26, S 89°02'56" W, a distance of 2642.76 feet to a found 5/8" iron rod at the Southwest corner of the Southeast 1/4 of said Section 26, the same being the Southeast corner of the Southwest 1/4 of said Section 26; thence on the South line of the Southwest 1/4 of said Section 26, S 89°15'45" W, a distance of 2646.07 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A parcel of land lying in Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida and being described as follows:

Begin at a found 4"x4" concrete monument at the Southeast corner of Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida; thence on the South line of the Southeast 1/4 of said Section 28, S 89°13'35" W, a distance of 2661.31 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of the Southeast 1/4 of said Section 28, the same being the Southeast corner of the Southwest 1/4 of said Section 28; thence on the South line of the Southwest 1/4 of said Section 28, S 89°13'35" W, a distance of 2451.31 feet to a set 4"x4"

Project: BARR PASTURE

OWNER: Rayonier Forest Resources, L.P.

Date: 6-26-06

Prepared by: L.D. Bradley Land Surveyors

Page 4 of 5

EXHIBIT "A"

concrete monument stamped LB 6888 at the Southeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said South line and on the East line of the South 350 yards of the West 70 yards of said Section 28, N 0°59'27" W, a distance of 1050.01 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said East line and on the North line of the South 350 yards of the West 70 yards of said Section 28, S 89°13'35" W, a distance of 210.00 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northwest corner of the South 350 yards of the West 70 yards of said Section 28 the same being on the West line of said Section 28; thence departing said North Line and on the West line of said Section 28, N 0°59'27" W, a distance of 2724.33 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 86°47'16" E, a distance of 3126.50 feet to a found 1 1/2" iron pipe; thence S 48°46'52" E, a distance of 1901.52 feet to a found 1 1/4" iron pipe; thence N 89°24'29" E, a distance of 784.89 feet to a found 1 1/2" iron pipe on the East line of aforesaid Section 28; thence on said East line, S 1°06'07" E, a distance of 2632.72 feet to the POINT OF BEGINNING.

Mar 23, 2009 02:14 PM
BOOK 3865 PAGE 2364
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK10 Receipt # 402722

This instrument prepared by:
Ronald A. Carpenter
CARPENTER & ROSCOW, P.A.
5608 NW 43rd St.
Gainesville, FL 32653

Doc Stamp-Deed: \$0.70



2491709 2 PGS

QUIT CLAIM DEED

THIS INDENTURE, made and entered into on this 18th day of March, A.D., 2009, by and between **V.E. WHITEHURST & SONS, INC., a Florida corporation**, as Grantor* and **ALACHUA COUNTY, a charter county and political subdivision of the State of Florida**, whose address is P.O. Box 1188, Gainesville, Florida 32602, as Grantee*;

WITNESSETH, That said grantor, for and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described land, situate, lying and being in the County of Alachua, State of Florida; to wit:

See attached Exhibit "A"

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book 3864 Page 582. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

This Quit Claim Deed references that certain Quit Claim Deed recorded at OR Book 3864 Page 605, which did not intend to less and except that portion of the legal description, but to include it in Exhibit "A".

* "Grantor" and "grantee" are used for singular or plural, as context requires.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written.

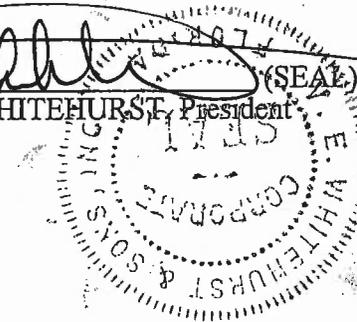
Signed, sealed and delivered in our presence as witnesses:

Witness [Signature]
CHAS BURLESON
PRINTED NAME

Witness [Signature]
Devin Whitehurst
PRINTED NAME

V.E. WHITEHURST & SONS, INC., a Florida corporation,

[Signature] (SEAL)
WILLIAM J. WHITEHURST, President



STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this day by WILLIAM J. WHITEHURST, as President of V.E. WHITEHURST & SONS, INC., a Florida corporation, who is personally known to me or who have produced _____ as identification and who acted on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of March, 2009.

[Signature]
Notary Public, State of Florida
My Commission Expires: 4-15-2010
J. CHRISTOPHER BURLESON
Notary Public - State of Florida
My Commission Expires Apr 15, 2010
Commission # DD 513558
Bonded By National Notary Assn.

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

AND:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

EXHIBIT "B"

(Tax Parcel ID No.)

07420-000-000

07421-000-000

16471-000-000

16822-000-000

16825-000-000

16826-000-000

1920



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2490072 2 PGS
Mar 13, 2009 03:46 PM
BOOK 3864 PAGE 605
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 401878

This instrument prepared by:
Ronald A. Carpenter
CARPENTER & ROSCOW, P.A.
5608 NW 43rd St.
Gainesville, FL 32653

2490072 2 PGS

Doc Stamp-Deed: \$0.70

QUIT CLAIM DEED

THIS INDENTURE, made and entered into on this 13th day of ~~February~~ March, A.D., 2009, by and between **V.E. WHITEHURST & SONS, INC., a Florida corporation**, as Grantor* and **ALACHUA COUNTY, a charter county and political subdivision of the State of Florida**, whose address is P.O. Box 1188, Gainesville, Florida 32602, as Grantee*;

WITNESSETH, That said grantor, for and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described land, situate, lying and being in the County of Alachua, State of Florida; to wit:

See attached Exhibit "A"

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book 3864 Page 582. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

* "Grantor" and "grantee" are used for singular or plural, as context requires.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

V.E. WHITEHURST & SONS, INC., a Florida corporation

Witness Philip A. DeLaney
PRINTED NAME

By: William J. Whitehurst (SEAL)
WILLIAM J. WHITEHURST, President

Witness GAYLE BUSBARD
PRINTED NAME

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this day by WILLIAM J. WHITEHURST, as President of V.E. WHITEHURST & SONS, INC., a Florida corporation, who is personally known to me or who have produced FLDL as identification and who acted on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of February, 2009.

March

Philip A. DeLaney
Notary Public, State of Florida
My Commission Expires April 15, 2010
Commission # DD507269
Expires April 15, 2010
Bonded Trust Fee: \$100.00 per \$100,000.00

Exhibit "A"

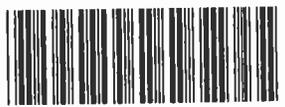
Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

LESS AND EXCEPT:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

Wpu seller

28,000.00
44
28,044



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2490071 5 PGS
Mar 13, 2009 03:46 PM
BOOK 3864 PAGE 600
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 401878

THIS INSTRUMENT PREPARED BY:
RONALD A. CARPENTER
CARPENTER & ROSCOW, P.A.
5608 NW 43rd Street
Gainesville, Florida 32653

2490071 5 PGS

Doc Stamp-Deed: \$28,000.00

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 13th day of March, 2009, by **V.E. WHITEHURST & SONS, INC., a Florida corporation**, hereinafter referred to as GRANTOR*, to **ALACHUA COUNTY**, a political subdivision of the State of Florida, whose post office address is P.O. Box 1188, Gainesville, Florida, 32602-1188, hereinafter referred to as GRANTEE*.

WITNESSETH: That the GRANTOR for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, all that certain land situate in Alachua County, Florida, to wit:

See Exhibit "A" attached hereto.

"By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book 3864 Page 582. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

SUBJECT TO and together with easements, restrictions limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed; and subject to taxes for the year 2009 and all subsequent years. Without limiting the foregoing, subject to that certain Warranty Easement Deed, recorded August 17, 2001, in OR Book 2380 Page 1102 of the Public Records of Alachua County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THE PROPERTY conveyed herein is not the homestead property of the grantor, and neither the grantor nor the grantor's spouse, nor anyone for whose support the grantor is responsible, resides on or adjacent to said land.

TO HAVE AND TO HOLD the same in fee simple forever.

SAID GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomever.

*"GRANTOR" and "GRANTEE" are used for singular or plural, as context requires.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:
V.E. WHITEHURST & SONS, INC., a Florida corporation,

Printed Name Philip A. DeHamer

By: William J. Whitehurst
WILLIAM J. WHITEHURST, President

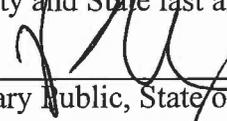
Printed Name Gayle Bussard

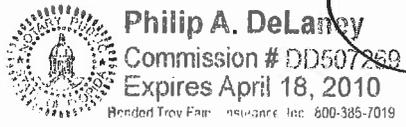
STATE OF FLORIDA
COUNTY OF ALACHUA

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, personally appeared **William J. Whitehurst, President of V.E. Whitehurst & Sons, Inc., a Florida corporation**, who is personally known to me to be the person described in, or presented FLDL as proof of identification, and who under oath, executed the foregoing instrument and he/she acknowledged before me that he/she executed the same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of February, 2009.

Mauch

(Seal) 
Notary Public, State of Florida



Tax Parcel No. 07418-000-000

All Section 23, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07419-000-000

All of Section 24, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07421-001-000

A tract of land situated in Section 26, Township 11 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01° 56' 12" West, along the West line of said Section 26, 1939.95 feet to the Point of Beginning; thence continue North 01° 56' 12" West, along the West line of said Section 26, 3366.41 feet to the Northwest corner of said Section 26; thence run North 89° 18' 00" East, along the North line of said Section 26, 5317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64° 37' 45" West 1500.92 feet, more or less; thence run South 52° 52' 45" West, 1882.15 feet; thence run South 59° 24' 15" West, 712.30 feet; thence South 59° 23' 15" West, 579.30 feet; thence run South 59° 24' 45" West, 1435.35 feet to the Point of Beginning.

Tax Parcel No. 16374-004-000

Begin at the Northeast corner of Lot 39, Harrison Subdivision of Lot 7 of the Levy Grant, recorded in Chancery Order Book "C," page 432 of the Public Records of Alachua County, Florida, and thence run South 19° 21' 46" West 525.0 feet to a concrete monument and the Point of Beginning; thence continue South 19° 21' 46" West 846.97 feet to a concrete monument and the South line of Lot 39; thence run North 86° 36' 28" West 683.10 feet to a point; thence un North 19° 21' 42" East 232.06 feet to a concrete monument; thence continue North 19° 21' 42" East 722.0 feet to a concrete monument; thence run South 70° 38' 18" East 209.0 feet to a concrete monument; thence run North 19° 21' 43" East 477.57 feet to a concrete monument; thence run South 86° 36' 00" East 267.80 feet to a concrete monument; thence run South 19° 21' 46" West 525.0 feet to a concrete monument; thence run South 86° 35' 56" East 210.0 feet to a concrete monument and the Point of Beginning.

Tax Parcel No. 16472-000-000

All in Lake (all water) in Section 20, Township 11 South, Range 20 East, less and except the following:

Commencing at the Northeast corner of Section 20, Township 11 South, Range 20 East, thence run North 85 1/4 degrees West on South line of Moses E. Levy Grant 25 chains to lake, thence South 33 degrees, 48 minutes East 15 chains to a corner, thence North 67 1/2 degrees East 14 1/2 chains to East line of Section 20, thence North 1.75 chains to beginning, all in the Northeast corner of Section 20, Township 11 South, Range 20 East.

Tax Parcel No. 16476-000-000

That part of Fractional Section in Levy Lake, Less North 1320 feet of West 1757 feet of Section 21, Township 11 South, Range 20 East EXCEPT: That part of the North 1/2 of Fractional Section 21, Township 11 South, Range 20 East, and being more particularly described as follows: Commence at the Northeast corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida,

EXHIBIT "A" - PAGE 2 OF 3

for a point of reference, thence run South $01^{\circ} 09' 00''$ West along East line of said Fractional Section 21, a distance of 1721.03 feet to an intersection with the survey center line of State Road No. 93 (I.R. 75), thence continue South $01^{\circ} 09' 11''$ West along the said East line of said Fractional Section 21, a distance of 35.83 feet, thence run South $58^{\circ} 42' 07''$ West a distance of 216.52 feet to an intersection with the Southwesterly right-of-way line of a 66 foot service road for State Road No. 93 (I.R. 75) and the point of beginning. From said point of beginning, thence run South $35^{\circ} 15' 29''$ East along the said Southwesterly right-of-way line a distance of 25.0 feet, thence run South $58^{\circ} 42' 07''$ West a distance of 155.96 feet to an intersection with the East property line of the Allen Richards property, thence run North $04^{\circ} 07' 55''$ East along the said East line of the Allen Richards property a distance of 245.16 feet to an intersection with the said Southwesterly right-of-way line of the 66 foot service road for State Road No. 93 (I.R. 75), thence run South $35^{\circ} 15' 29''$ East along the said Southwesterly right-of-way line a distance of 175.12 feet to the point of beginning.

Tax Parcel No. 16471-001-000

A tract of land being Section 19, Township 11 South, Range 20 East, Alachua County, Florida, LESS the following described parcel of land: Commence at the Southeast corner of Section 19, Township 11 South, Range 20 East, and run South $89^{\circ} 18' 00''$ West, along the South line of said Section 19, 71.13 feet to the Point of Beginning; thence run North $40^{\circ} 34' 15''$ West, 1602.79 feet; thence run North $40^{\circ} 34' 15''$ West, 1026.75 feet; thence run South $53^{\circ} 00' 45''$ West 1355.85 feet; thence run South $81^{\circ} 57' 45''$ West, 981.30 feet; thence run South $85^{\circ} 36' 45''$ West, 1053.50 feet; thence run West to the West line of said Section 19; thence run South, along the West line of said Section 19, to the Southwest corner of said Section 19; thence run North $89^{\circ} 18' 00''$ East, along the South line of said Section 19, to the Point of Beginning.

Tax Parcel No. 16822-001-000

A tract of land situated in Section 28, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 11 South, Range 20 East, and run South $01^{\circ} 00' 19''$ East, along the East line of said Section 28, 3.08 feet; thence run South $89^{\circ} 25' 47''$ West, 784.69 feet; thence run North $48^{\circ} 45' 13''$ West, 1901.22 feet; thence run South $86^{\circ} 50' 02''$ West, to the West line of said Section 28; thence run North $00^{\circ} 56' 41''$ West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North $89^{\circ} 18' 00''$ East, along the North line of said Section 28, 5315.24 feet to the NE corner of said Section 28, thence run South along the East line of Section 28 to the Point of Beginning.

Tax Parcel No. 16824-000-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-001-000 which is North of dike.

Tax Parcel No. 16824-001-000

Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-000-000 which is South of dike and North of Micanopy Hammock Subdivision.

Tax Parcel No. 16825-001-000

A tract of land situated in Section 29, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Northwest corner of Section 29,

EXHIBIT "A" - PAGE 3 OF 3

Township 11 South, Range 20 East, and run North 89° 18' 00" East, along the North line of said Section 29, 2657.00 feet to the Northeast corner of the Northwest Quarter (NW 1/4) of said Section 29; thence run South 34° 12' 54" East, along the Bauknight West property line, 1716.96 feet; thence leave Bauknight West property line and run South 60° 16' 17" West, 1350.86 feet; thence run North 73° 32' 43" West, 1742.65 feet; thence run North 28° 21' 23" West, to the West line of said Section 29; thence run North 00° 46' 06" West, along the West line of said Section 29, to the Point of Beginning., said tract of land containing approximately 117.7 acres.

Tax Parcel No. 16812-000-000

That part of the North Half (N 1/2) of Section 27, in Township 11 South, Range 20 East, Alachua County, Florida lying West of Interstate Highway I-75.

Tax Parcel No. 16478-001-000

All that part of Section 22, Township 11 South, Range 20 East, Alachua County, Florida, lying West of Interstate Highway I-75.

Tax Parcel No. 16823-000-000

Beginning at the Southwest corner of Section 28, Township 11 South, Range 20 East and running thence North 1050 feet to a stake; thence East 210 feet to a stake; thence South 1050 feet to a stake; thence West 210 feet to the beginning, and containing 5 acres. All lying and being in Alachua County, Florida.

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4899.00
18.50
4867.10



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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2490073 2 PGS

Mar 13, 2009 03:46 PM
BOOK 3864 PAGE 607
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 401878

Doc Stamp-Deed: \$4,849.60

Prepared by and return to:
RONALD A. CARPENTER
CARPENTER & ROSCOW, P.A.
5608 NW 43rd Street
Gainesville, FL 32653

TAX ID# 16475-000-000
16430-002-000

PERSONAL REPRESENTATIVE'S DEED

THIS Personal Representative's Deed made this 25th day of February, 2009, between **MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, Decedent**, whose mailing address is 7411 Springdale Drive, Sugar Land, Texas, 77479, hereinafter called "Grantor", and **ALACHUA COUNTY, a charter county and political subdivision of the State of Florida**, whose mailing address is P.O. Box 1188, Gainesville, FL 32602, hereinafter called "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the premises and the sum of Ten Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida**, to-wit:

See attached Exhibit "A".

"By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book 3864 Page 587. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed; and subject to taxes for the year 2009 and all subsequent years.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor warrants the title to said land for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has set her hand and seal on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Beth Hermes
Printed Name: Beth Hermes

Benjamin Estrada
Printed Name: Benjamin Estrada

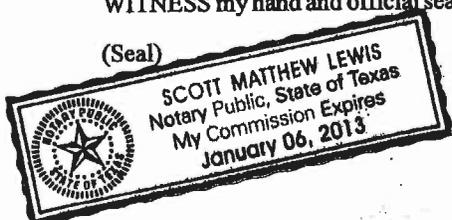
STATE OF TEXAS
COUNTY OF FORT BEND

Grantor:

Mildred L. Galbreath
MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, Decedent

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, Decedent**, to me known to be the Grantor described in the foregoing Personal Representative's Deed, and having taken an oath, she acknowledged and swore to the execution of the said Personal Representative's Deed.

WITNESS my hand and official seal in the County and State last aforesaid on this 25th day of February, 2009.



Notary Public, State of TEXAS

Exhibit "A"

All of That Portion of Lot 78 of Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map or Plat Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, Lying South of the Micanopy-Wacahoota Paved Road;

And Also:

Commence 883 Feet West of the Southeast Corner of Lot 78 of the Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, and Run West 1757 Feet; Thence Run South 80 Rods; Thence Run East 1757 Feet; Thence Run North 80 Rods to Point of Beginning; All Lying and Being in Section 21, Township 11 South, Range 20 East, Alachua County, Florida.

Less and Except: Three (3) Acres in the Northwest Corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida. Said three acres being more particularly described as: Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run North 85 degrees, 59 minutes, 59 seconds West 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet more or less to the Point of Beginning.

1920

This instrument prepared by:
Ronald A. Carpenter
CARPENTER & ROSCOW, P.A.
5608 NW 43rd St.
Gainesville, FL 32653



2490074

2 PGS

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2490074 2 PGS

Mar 13, 2009 03:46 PM
BOOK 3864 PAGE 609
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County Florida
CLERK13 Receipt # 401878

Doc Stamp-Deed: \$0.70

QUIT CLAIM DEED

THIS INDENTURE, made and entered into on this 27th day of February, A.D., 2009, by and between **MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, decedent**, whose address is 7411 Springdale Drive, Sugar Land, Texas, 77479, as Grantor* and **ALACHUA COUNTY, a charter county and political subdivision of the State of Florida**, whose address is P.O. Box 1188, Gainesville, Florida 32602, as Grantee*;

WITNESSETH, That said grantor, for and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described land, situate, lying and being in the County of Alachua, State of Florida; to wit:

See attached Exhibit "A"

* "Grantor" and "grantee" are used for singular or plural, as context requires.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Witness *Diane Chambers*
Diane Chambers
PRINTED NAME

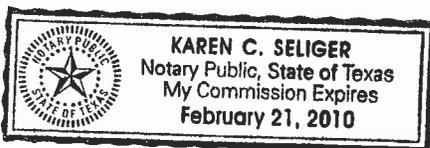
Mildred L. Galbreath (SEAL)
MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, Decedent

Witness *Patricia Hoane*
PATRICIA HOANE
PRINTED NAME

STATE OF Texas
COUNTY OF Fort Bend

The foregoing instrument was acknowledged before me this day by MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, Decedent, who is personally known to me or who have produced T.O.L. as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of February, 2009.



Karen C. Seliger
Notary Public, State of Texas
My Commission Expires: 02/21/2010

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book ~~3864~~ Page ~~582~~. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

19.00

This instrument prepared by:
Ronald A. Carpenter
CARPENTER & ROSCOW, P.A.
5608 NW 43rd St.
Gainesville, FL 32653



2490075 2 PGS

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2490075 2 PGS

Mar 13, 2009 03:46 PM
BOOK 3864 PAGE 611
J. K. "BUDDY" IRBY
Clerk Of Circuit Court
Alachua County, Florida
CLERK13 Receipt # 401878

Doc Stamp-Deed: \$0.70

QUIT CLAIM DEED

THIS INDENTURE, made and entered into on this 24th day of February, A.D., 2009, by and between **MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, decedent**, whose address is 7411 Springdale Drive, Sugar Land, Texas, 77479, as Grantor* and **ALACHUA COUNTY, a charter county and political subdivision of the State of Florida**, whose address is P.O. Box 1188, Gainesville, Florida 32602, as Grantee*;

WITNESSETH, That said grantor, for and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described land, situate, lying and being in the County of Alachua, State of Florida; to wit:

See attached Exhibit "A"

* "Grantor" and "grantee" are used for singular or plural, as context requires.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Witness Diane Chambers
Diane Chambers
PRINTED NAME

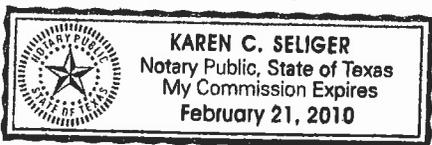
Mildred L. Galbreath (SEAL)
MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, Decedent

Witness Patricia Horne
Patricia Horne
PRINTED NAME

STATE OF Texas
COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me this day by MILDRED L. GALBREATH, as Personal Representative of the Estate of MILDRED K. HARE, Decedent, who is personally known to me or who have produced TDL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of February, 2009.



Karen C. Seliger
Notary Public, State of Texas
My Commission Expires: 2/21/2010

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.13 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet more or less to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book ~~3864~~ Page ~~582~~. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

SENT TO:  SEMINUM

Not

Prepared by and return to:
James E. Slater, P.A.
Broad and Cassel
Bank of America Center
390 North Orange Avenue, Suite 1100
Orlando, Florida 32801

Recording
Doc Stamps
Intangible Tax
Total

\$ 27.00
\$ 2380.00
\$ 2407.00
1

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2615636 3 PG(S)
December 10, 2010 08:28:42 AM
Book 4000 Page 1645
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: \$2,380.00



WARRANTY DEED

THIS INDENTURE, made and executed and delivered as of the 9th day of December, 2010, by DELCALA LAND, LLC, a Florida limited liability company, whose mailing address is 5950 Lakehurst Drive, Suite 271, Orlando, Florida 32819 ("Grantor") to ALACHUA COUNTY, a political subdivision of the State of Florida, whose mailing address is 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee certain real property located in Alachua County, Florida ("Property") which is more particularly described as follows:

The West half of the Northwest quarter and the Northeast quarter of the Southwest quarter and the East 11-1/2 Chains of the West half of the Southwest quarter, all lying North of the graded road, in Section 33, Township 11 South, Range 20 East, Alachua County, Florida.

Parcel Identification Number: 16844-000-000 (Portion of)

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

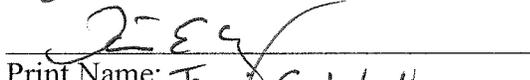
TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2010, and those matters specified on Exhibit "A" attached hereto and by this reference made a part hereof, provided, however, that this reference shall not serve to reimpose same.

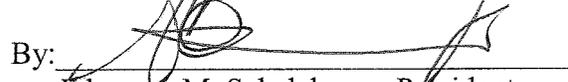
IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:


Print Name: James E. Slater


Print Name: Tami E. Whaley

DELCALA LAND, LLC, a Florida limited liability company

By: 
Johannes M. Schalekamp, President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of November 2010, by Johannes M. Schalekamp, as President of Delcala Land, LLC, a Florida limited liability company, who is personally known to me, or produced _____ as identification.


Notary Public

TAMI E. WHALEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD837441
EXPIRES 1/4/2013
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

Permitted Encumbrances

1. Final Decree concerning boundary line between the East ½ and the West ½ of the Northwest ¼ as recorded in Official Records Book 289, Page 123, Public Records of Alachua County, Florida.
2. Conservation Easement from Grantor to the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, of even date herewith, and being recorded in the Public Records of Alachua County, Florida, contemporaneously herewith.

APPENDIX C SOIL DESCRIPTIONS

Bivans Sand, 2 to 5 percent slopes

This gently sloping, poorly drained soil is on relatively broad flats and at the base of slopes of the rolling uplands. Surface and subsurface soils are shallow and sandy with rapid permeability. The subsoil is sandy clay over sandy clay loam, with sandy clay loam underlying material, and slow to very slow permeability. Subsurface and subsoils have a few nodules of ironstone and fragments of phosphatic limestone. Bivans soil has a perched water table that is in the surface and subsurface layers and the upper part of the subsoil for 1 to 4 months during most years.

Blichton Sand, 0 to 2 percent slopes

This nearly level to gently sloping, poorly drained soil is on relatively broad flats and at the base of slopes of the gently rolling uplands. These soils are sandy in the surface and subsurface layers with 2% phosphatic limestone and ironstone in the subsurface layer. The subsoil is sandy loam over sandy clay loam with moderately slow permeability. This Blichton soil has a water table that is less than 10 inches below the surface for 1 to 4 months during most years.

Blichton Sand, 2 to 5 percent slopes

This gently sloping, poorly drained soil is found on gently rolling uplands. Slopes are slightly convex. These soils are sandy in the surface and upper subsurface layers with phosphatic limestone and ironstone nodules or fragments in the surface, subsurface, and subsoil layers. The lower subsurface is loamy sand, and the subsoil is sandy clay loam. In this Blichton soil, the subsurface layer and the upper part of the subsoil are saturated by a perched water table for 1 to 4 months during most years.

Blichton Sand, 5 to 8 percent slopes

This sloping, poorly drained soil is on rolling uplands. The areas are irregular in shape and elongated and range from about 5 to 45 acres. These soils are sandy in the surface and subsurface layers, sandy loam over sandy clay loam in the subsoil layer, and underlying material of sandy clay loam. All layers have 1% to 4% phosphatic limestone and ironstone nodules or fragments. This Blichton soil is saturated by a perched water table within 10 inches of the surface for 1 to 4 months during most years. Wetness is caused by hillside seepage.

Bonneau fine sand, 2 to 5 percent slopes

These soils are gently sloping, moderately well drained in areas of about 10 to 40 acres on uplands. They have sandy surface and subsurface layers 20 to 40 inches thick, and moderately slowly permeable sandy loam over slowly to very slowly permeable sandy clay loam subsoils. These soils have a water table at a depth between 40 and 60 inches for 1 to 3 months most years. The water table may be perched at a depth of about 36 to 40 inches for less than 1 month during some years.

Emeralda fine sandy loam, 0 to 2 percent slopes

This nearly level, poorly drained soil is in areas of about 15 to 100 acres on rolling uplands of the prairies and in broad wet areas of the flatwoods. The soils have a surface layer of sandy loam over sand, a sandy subsurface layer, and sandy clay over sandy clay loam subsoil. In normal years these hydric soils have a water table less than 10 inches below the surface for 4 to 6 months.

Kanapaha sand, 0 to 5 percent slopes

This nearly level to gently sloping, poorly drained soil occurs on uplands. Kanapaha soils have moderately rapid permeability sandy surface and subsurface layers. The subsoil is sandy clay loam with slow to moderately slow permeability. The water table is less than 10 inches below the surface for 1 to 3 months most years. Surface runoff is slow.

Lochloosa fine sand, 2 to 5 percent slopes

This gently sloping, somewhat poorly drained soil occurs on the rolling uplands. Slopes are slightly convex. The surface layer is fine sand, with a subsurface layer of loamy sand or sand. The subsoil is sandy loam and sandy clay loam. In normal years these soils have a seasonal high water table at a depth of between 30 and 40 inches for 1 to 4 months. The water table rises to 20 to 30 inches below the surface for 1 to 3 weeks.

Lochloosa fine sand, 5 to 8 percent slopes

This sloping, somewhat poorly drained soil is in areas of about 10 to 50 acres on sharp breaking slopes and along long, narrow slopes of the upland. They have sandy surface and subsurface layers and moderately permeable sandy loam over slowly permeable sandy clay loam in the subsoil. The lower subsoil underlying material is sandy clay with fine pockets of sandy loam and sandy clay loam. The water table is at a depth of between 30 and 40 inches for 1 to 3 months most years, and a water table at a depth of between 20 and 30 inches for 1 to 3 weeks. The wetness is caused by hillside seepage.

Ledwith muck, less than 2 percent slopes

The Ledwith mucky soils occur in freshwater marshes, swamps, and prairie areas of central and southern Florida. They are typically very deep, very poorly drained, slowly permeable soils. Water is above the surface for about 4 months or more during most years. The water table is within 10 inches of the surface for about 6 months or more during the year.

Martel sandy clay loam, less than 1 percent slopes

This nearly level, very poorly drained soil is in 5 to 300 acre areas in wet depressional areas of the flatwoods and on grassy prairies of the uplands. They have a moderately permeable sandy clay loam surface layer and a very slowly permeable sandy clay subsoil and underlying material. The water table is within 10 inches of the surface for 6 to 12 months most years. The soil is covered with shallow water much of the time, usually 6 or more months each year.

Millhopper sand, 0 to 5 percent slopes

This nearly level to gently sloping, moderately well drained soil is in 10 to 250 acre areas on uplands and on slightly rolling knolls in the broad flatwoods. The soils have rapidly permeable sandy surface and subsurface layers. The subsoil has moderately rapid permeability in the upper loamy sand layer, and moderately slow permeability in the mid subsoil sandy clay loam and lower subsoil sandy loam layers. The water table is at a depth of 40 to 60 inches for 1 to 4 months most years, and at a depth of 60 to 72 inches for 2 to 4 months.

Monteocha loamy sand, less than 2 percent slopes

This nearly level, very poorly drained soil is in wet ponds and shallow depressional areas of about 5 to 35 acres in the flatwoods. The surface layer is rapidly permeable loamy sand; the subsurface and upper subsoil layers are moderately rapid to rapidly permeable sand, with moderately

slow to moderately permeable fine sandy loam over sand in the lower subsoil. This soil has a water table that is within 10 inches of the surface for more than 6 months during most years. Most areas are covered with water for more than 4 months.

Myakka sand, 0 to 8 percent slopes

This nearly level, poorly drained soil is in broad areas of the flatwoods, from about 10 to 100 acres. This soil has sandy layers to a depth of 82 inches or more. This soil has a water table that is at a depth of less than 10 inches for 1 to 4 months and at a depth 10 to 40 inches for 2 to 4 months during most years. The natural vegetation of this soil is longleaf and slash pines.

Newnan sand, 0 to 5 percent slopes

This nearly level, somewhat poorly drained soil is in small to relatively large areas in the flatwoods. The areas generally range from about 10 to 250 acres. The soils have sandy surface and subsurface layers. The subsoil is loamy sand over fine sandy loam, over sandy clay loam and loamy in the lower part. In normal years these soils have a seasonal high water table at a depth of between 18 to 30 inches for 1 to 2 months during most years and at a depth of 30 to 60 inches for 2 to 5 months. This soil is rapidly permeable in the top layers, decreasing with depth to moderately slow at 59 to 82 inches.

Okeechobee muck, less than 1 percent slopes

Okeechobee soils formed in organic deposits of freshwater marshes, and occur in freshwater marshes within peninsular Florida. These soils are very poorly drained with rapid permeability. In natural areas the water table is at or above the surface for much of the year; in other areas the water table is controlled by man.

Pomona sand, 0 to 2 percent slopes

These are nearly level, poorly drained soils on flatwoods, hammocks, and other flat areas. They are dominantly sandy with a loamy subsoil layer. In normal years the water table is within 10 inches of the surface for 1 to 3 months, and is at or near the surface in wet periods. During dry seasons the water table recedes to a depth of more than 40 inches.

Pomona sand, depressional

These nearly level, very poorly drained soils are found in shallow depressional areas and along narrow drainage ways in the flatwoods. These areas are irregularly shaped or elongated and range from about 10 to 35 acres. They have sandy surface and subsurface layers and sandy loam in the lower part of the subsoil layers. The underlying material is sandy loam and loamy sand. In this soil, the water table is less than 10 inches below the surface for about 6 months or more. These soils are subject to frequent ponding, water is on the surface for 4 months or more during most years.

Pottsburg sand, 0 to 2 percent slopes

This is a nearly level, poorly drained soil in the broad areas of the flatwoods. All layers of this soil are sandy to a depth of 86 inches or more. The areas are usually irregular in shape and range from about 15 to 250 acres. These soils have a water table that is at a depth of less than 12 inches for 1 to 4 months and is at a depth of 12 to 40 inches for 4 months or longer during most years.

Shenks muck, less than 2 percent slopes

These hydric, nearly level, very poorly drained organic soils are found on broad flats and depressions, in the wetter parts of large prairies and marshes. The areas are usually irregular or

elongated in shape and range from about 200 acres to more than 500 acres. The surface layer is muck, about 21 inches thick. The subsurface is clay loam, with clay subsoils. Runoff is very slow. In natural conditions these soils have a seasonal high water table at or above the surface except during extended dry periods.

Sparr fine sand, 0 to 8 percent slopes

This map unit consists of nearly level and gently sloping, somewhat poorly drained soils on low ridges within the flatwoods and on nearly smooth to lightly convex slopes of the gently rolling uplands. They have rapidly permeable sandy layers to depths of more than 40 inches. The subsoil is loamy sand over fine sandy loam. These soils have a water table at a depth of between 20 and 30 inches for about 1 to 2 months and at a depth of 30 to 40 inches for about 2 to 3 months. During dry seasons it receded to a depth of more than 40 inches.

Surrency sand, 0 to 1 percent slopes

This nearly level, very poorly drained soil is in ponds and depressional areas in the broad flatwoods and in areas of wet prairie on uplands. The areas are relatively small and range from about 10 to 40 acres. The surface and subsurface layers are sandy, over sandy clay loam subsoil. In normal years these hydric soils have a seasonal high water table within 6 inches of the surface for 2 to 6 months or more. In other months the water table is usually below these depths. These soils are also ponded frequently for long duration with water approximately 2 feet above the surface. Most often ponding occurs in the winter and spring, but it may occur during any wet season.

Tavares sand, 0 to 5 percent slopes

This is a nearly level to gently sloping, moderately well drained deep and sandy soil. It is on slightly convex slopes in broad areas of the flatwoods and along gentle slopes of the rolling uplands. The areas are irregular in shape, and range from about 10 to 125 acres. The water table is at a depth of 40 to 72 inches for a cumulative period of 6 months or more during most years. It recedes to more than 72 inches below the surface during droughty periods.

Terra Ceia muck, less than 1 percent slopes

Terra Ceia mucky soils occur in nearly level fresh water marshes or in depressions within areas of flatwoods, and sometimes in river flood plains or tidal areas flooded daily by brackish water. These soils formed from nonwoody fibrous plant remains. Terra Ceia soils are very poorly drained; runoff is slow to ponded. In undrained areas, the water table is at or above the soil surface except during extended dry periods, and areas on flood plains are flooded for long durations. Average annual rainfall is 50 to 60 inches; mean annual air temperature is about 70 to 74 degrees Fahrenheit.

Wauberg sand, 0 to 2 percent slopes

This nearly level, poorly drained soil is mostly in large areas on prairie in the southern part of the County. The areas are irregular or elongated in shape, and range from 40 to 500 acres. The surface and subsurface layers are sandy over sandy clay loam subsoil. The underlying material is clay. This soil has a water table that is less than 10 inches below the surface for 3 to 5 months during most years, and at or near the surface during wet periods. Permeability is very high in the surface and subsurface layers and slow to very slow in the subsoil.

Wauchula fine sand, 0 to 5 percent slopes

Wauchula fine sands are typical of flatwoods, flats, and depressions of the Lower Coastal Plain. They formed in sandy and loamy marine sediments. These soils are very deep and poorly to very poorly drained, with moderately slow or slow permeability. The average annual precipitation in areas where these soils occur ranges from 50 to 60 inches .

APPENDIX D WRP EASEMENT

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1775959 11 PGS

2001 AUG 17 12:13 PM BK 2380 PG 1102

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#063265

Doc Stamp-Deed: 11,914.70
By: Substantia D.C.

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Scott M. Clements, Esq.
FOLEY & LARDNER
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

WARRANTY EASEMENT DEED

**WETLANDS RESERVE PROGRAM
AGREEMENT NO. _____**

THIS WARRANTY EASEMENT DEED, is made by and between **V.E. WHITEHURST & SONS, INC.**, a Florida corporation, whose address is 20551 NE 75th Street, Williston, Florida 32696 (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, acting by and through the Commodity Credit Corporation, U.S. Department of Agriculture, (hereafter referred to as the "CCC"), c/o Natural Resources Conservation Service, P.O. Box 141510, Gainesville, Florida 32614-1510 (hereafter collectively referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties."

WITNESSETH

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **One Million Seven Hundred Two Thousand Seventy-Eight AND 02/100 DOLLARS (\$ 1,702,078.02)**, the Grantor(s), hereby grants and conveys with general warranty of title to the **UNITED STATES OF AMERICA** and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the

easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on **EXHIBIT "A"** which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in **EXHIBIT "B"** which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.

C. **Control of Access.** The right to prevent trespass and control access by the general public.

D. **Recreational Uses.** The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of **EXHIBIT "C"**.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. **Prohibitions.** Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for

compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management Activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

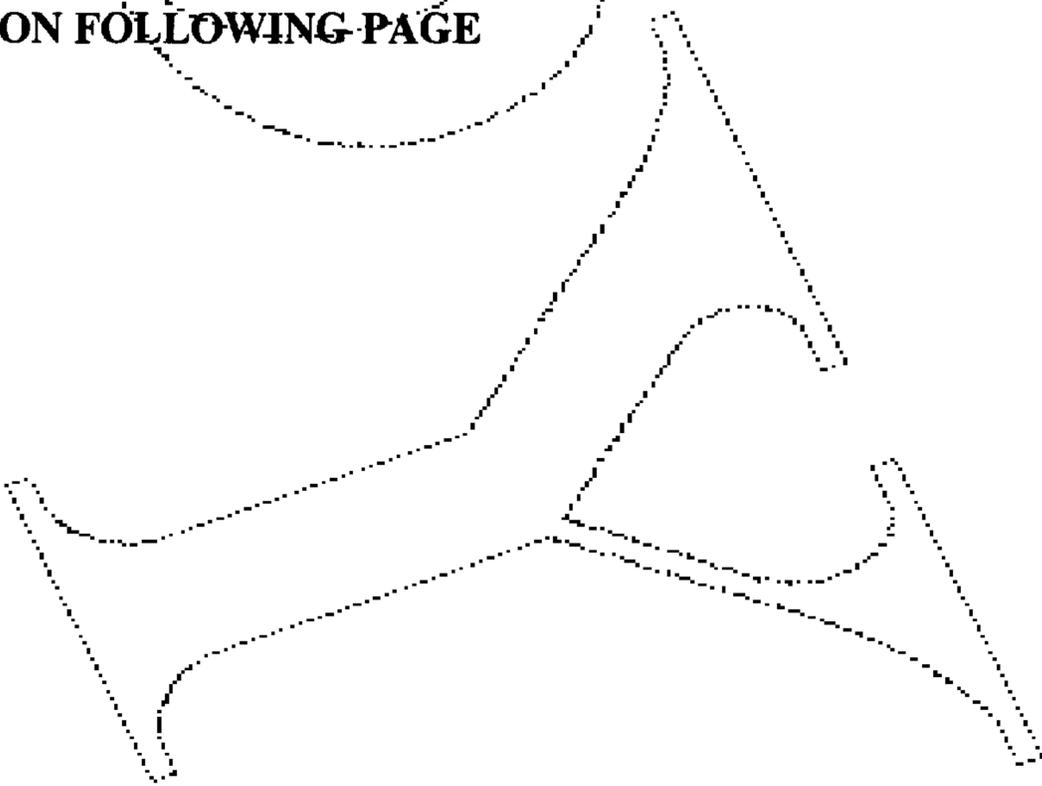
B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any)

Use of the easement area will be in accordance with a separate restoration plan agreed to by the Parties.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

SIGNATURES ON FOLLOWING PAGE



Dated this 14 day of August, 2001.

LANDOWNER:

V.E. WHITEHURST & SONS, INC., a Florida corporation

J. Christopher Burleson

Print Name: V. CHRISTOPHER BURLESON

William J. Whitehurst

Name: WILLIAM J. WHITEHURST

Title: PRESIDENT

Wanda S. Smith

Print Name: Wanda S. Smith

STATE OF FLORIDA
COUNTY OF LEWY

The foregoing instrument was acknowledge before me this 14 day of August, 2001, by WILLIAM J. WHITEHURST, as PRESIDENT of V.E. WHITEHURST & SONS, INC., a Florida corporation, who is personally known to me, or produced _____ as identification.

(NOTARIAL SEAL)

OFFICIAL NOTARY SEAL
J CHRISTOPHER BURLESON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC726642
MY COMMISSION EXP. APR. 15, 2002

J. Christopher Burleson
Notary Public

My Commission Expires:

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D C 20250, and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington D C. 20503

EXHIBIT "A"

Wetland Reserve Program Easement

FL-105-99-S-00112

V.E. WHITEHURST & SONS, INC.

Alachua County, Florida

LEGAL DESCRIPTION

A PORTION OF THE LANDS OF V.E. WHITEHURST & SONS LYING IN SECTIONS 23, 24 AND 26, TOWNSHIP 11 SOUTH, RANGE 19 EAST, AND IN SECTIONS 19, 20, 21, 28 AND 29, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE N89°04'21"E, ALONG THE NORTH LINE OF SAID SECTION 23, 5347.75 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°11'53"E, ALONG THE NORTH LINE OF SAID SECTION 24, 5347.08 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N89°11'53"E, ALONG THE NORTH LINE OF SAID SECTION 19, 2056.72 FEET, TO THE WEST LINE OF THE MOSES E. LEVY GRANT; THENCE S04°56'17"W, ALONG THE WEST LINE OF SAID MOSES E. LEVY GRANT AND NORTHERLY LINE OF SAID SECTION 19, 909.84 FEET, TO THE SOUTHWEST CORNER OF SAID MOSES E. LEVY GRANT; THENCE S85°44'14"E, ALONG THE SOUTH LINE OF SAID MOSES E. LEVY GRANT AND NORTH LINE OF SAID SECTION 19, 3360.99 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE CONTINUE S85°44'14"E, ALONG SAID SOUTH LINE OF THE MOSES E. LEVY GRANT AND NORTH LINE OF SAID SECTION 20, 3690.24 FEET; THENCE CONTINUE ALONG SAID SOUTH AND NORTH LINES, S85°11'55"E, 202.99 FEET, TO THE WESTERNMOST CORNER OF THE EXCEPTION TO SAID SECTION 20, AS RECORDED IN OFFICIAL RECORDS BOOK 442, PAGES 327-328, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE S50°12'56"E, ALONG THE SOUTH LINE OF SAID EXCEPTION, 989.50 FEET, TO THE SOUTHERNMOST CORNER OF SAID EXCEPTION; THENCE CONTINUE ALONG SAID SOUTH LINE, N66°37'21"E, 957.00 FEET, TO THE WEST LINE OF SAID SECTION 21 AND THE SOUTHEAST CORNER OF SAID EXCEPTION; THENCE S02°22'10"W, ALONG SAID WEST LINE, 1205.08 FEET, TO THE SOUTHWEST CORNER OF THE NORTH 1320.00 FEET OF THE WEST 1757.00 FEET OF SAID SECTION 21; THENCE S85°55'50"E, ALONG THE SOUTH LINE OF SAID NORTH 1320.00 FEET OF THE WEST 1757.00 FEET, 1757.77 FEET, TO THE SOUTHEAST CORNER OF SAID NORTH 1320.00 FEET OF THE WEST 1757.00 FEET; THENCE N80°30'43"E, 201.41 FEET; THENCE S51°14'44"E, 992.42 FEET; THENCE S47°42'53"E, 458.82 FEET; THENCE S43°40'07"E, 844.70 FEET; THENCE N85°39'12"E, 418.15 FEET; THENCE N73°51'10"E, 507.62

FEET; THENCE N59°31'06"E, 221.68 FEET; THENCE N53°33'53"E, 245.49 FEET, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF PARCEL NUMBER 18 OF THE ISLAND FIELD UNRECORDED SUBDIVISION; THENCE N06°04'25"E, ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE, 196.59 FEET, TO THE SOUTHWEST CORNER OF THE EXCEPTION TO SAID SECTION 21, AS RECORDED IN OFFICIAL RECORDS BOOK 442, PAGES 327-328, OF SAID PUBLIC RECORDS; THENCE N58°56'46"E, ALONG THE SOUTH LINE OF SAID EXCEPTION, 154.30 FEET, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A 66 FOOT WIDE SERVICE ROAD FOR UNITED STATES INTERSTATE NUMBER 75; THENCE S35°16'21"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 68.39 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 22746.31 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND CURVE, 186.84 FEET, THROUGH A CENTRAL ANGLE OF 00°28'14" AND CHORD BEARING AND DISTANCE OF S35°02'14"E, 186.84 FEET, TO THE EAST LINE OF SAID SECTION 21; THENCE N01°06'00"E, ALONG SAID EAST LINE AND RIGHT-OF-WAY, 111.47 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 22812.31 FEET, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-LINE OF UNITED STATES INTERSTATE NUMBER 75; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 4376.71 FEET, THROUGH A CENTRAL ANGLE OF 10°59'33" AND CHORD BEARING AND DISTANCE OF S29°31'56"E, 4370.00 FEET, TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 27; THENCE S88°59'38"W, ALONG SAID SOUTH LINE, 2130.40 FEET, TO THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE S01°11'17"E, ALONG THE EAST LINE OF SAID SECTION 28, 3.13 FEET, TO THE SOUTHEAST CORNER OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 490, PAGES 316-318 AND CORRECTED IN OFFICIAL RECORDS BOOK 534, PAGE 334, OF SAID PUBLIC RECORDS; THENCE S89°23'29"W, ALONG THE SOUTH LINE OF SAID PARCEL 3, 784.69 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, N48°47'31"W, 1901.22 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S86°48'04"W, 3127.60 FEET, TO THE EAST LINE OF SAID SECTION 29 AND THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE S78°44'49"W, 276.03 FEET; THENCE S74°12'47"W, 498.61 FEET; THENCE N77°42'22"W, 493.11 FEET; THENCE N74°34'35"W, 502.19 FEET, TO THE EASTERNMOST CORNER OF PARCEL 4, AS DESCRIBED IN OFFICIAL RECORDS BOOK 490, PAGES 316-318, OF SAID PUBLIC RECORDS; THENCE S60°13'57"W, ALONG THE SOUTH LINE OF SAID PARCEL 4, 1350.86 FEET; THENCE N73°35'03"W, ALONG SAID SOUTH LINE, 1742.65 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, N28°24'37"W, 1635.94 FEET, TO THE WEST LINE OF SAID SECTION 29; THENCE N00°51'04"W, ALONG SAID WEST LINE, 124.17 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 29 AND THE SOUTHEAST CORNER OF PARCEL 5, AS DESCRIBED IN OFFICIAL RECORDS BOOK 490, PAGES 316-318, OF SAID PUBLIC RECORDS; THENCE S89°14'46"W, ALONG THE SOUTH LINE OF SAID SECTION 19 AND SAID PARCEL 5, 68.70 FEET; THENCE CONTINUE

ALONG THE SOUTH LINE OF SAID PARCEL 5, N40°37'29"W, 2629.54 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S52°57'31"W, 1355.85 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S81°54'31"W, 981.30 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S85°33'31"W, 1053.50 FEET; THENCE S89°56'46"W, ALONG SAID SOUTH LINE, 446.84 FEET, TO THE EAST LINE OF SAID SECTION 24 AND THE SOUTHWEST CORNER OF SAID PARCEL 5; THENCE S00°46'59"E, ALONG SAID EAST LINE, 1028.09 FEET, TO THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE S89°15'41"W, ALONG THE SOUTH LINE OF SAID SECTION 24, 5318.52 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE S00°06'17"E, ALONG THE EAST LINE OF SAID SECTION 26, 263.19 FEET, TO THE SOUTHEAST CORNER OF PARCEL 1, AS DESCRIBED IN OFFICIAL RECORDS BOOK 490, PAGES 316-318; THENCE S64°36'18"W, ALONG THE SOUTH LINE OF SAID PARCEL 1, 1500.92 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S52°51'18"W, 1882.15 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S59°22'48"W, 712.30 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S59°21'48"W, 579.30 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, S59°18'20"W, 1440.59 FEET, TO THE WEST LINE OF SAID SECTION 26 AND THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE N01°56'45"W, ALONG SAID WEST LINE, 3367.94 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N01°23'08"W, ALONG THE WEST LINE OF SAID SECTION 23, 5288.57 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "B"

None.

EXHIBIT "C"

None.

APPENDIX E PERRY ADDITION CONSERVATION EASEMENT



Prepared by:
James E. Slater, P.A.
BROAD AND CASSEL
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

Recording \$ 86.50
Doc Stamps \$ 70
Intangible Tax \$ 0
Total \$ 87.20

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December 10, 2010 08:28:42 AM
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J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: \$0.70


Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street / Highway 100 West
Palatka, FL 32177

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 8th day of December, 2010 by DELCALA LAND, LLC, a Florida limited liability company, having an address at 5950 Lakehurst Drive, Suite 271, Orlando, Florida 32819 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street / Highway 100 West, Palatka, Florida 32177 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Alachua County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-083-110715-2 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, 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 "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, except for directional, boundary and regulatory signs, and perimeter fence as described in the attached Exhibit B .

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing trimming or destroying trees, shrubs, or other vegetation, except for the purpose of restoring vegetative communities to a more natural ecological state, as described in the attached Exhibit B.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, except for ecological restoration activities, as described in the attached Exhibit B.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or

invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation 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. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without

limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Alachua County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(Signatures on following page)

Witnesses:

James E. Slatu
James E. Slatu

GRANTOR:

DELCALA LAND, LLC, a Florida limited liability company

Tami E. Whaley
Tami E. Whaley

By: Johannes M. Schalekamp
Johannes M. Schalekamp
Its Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

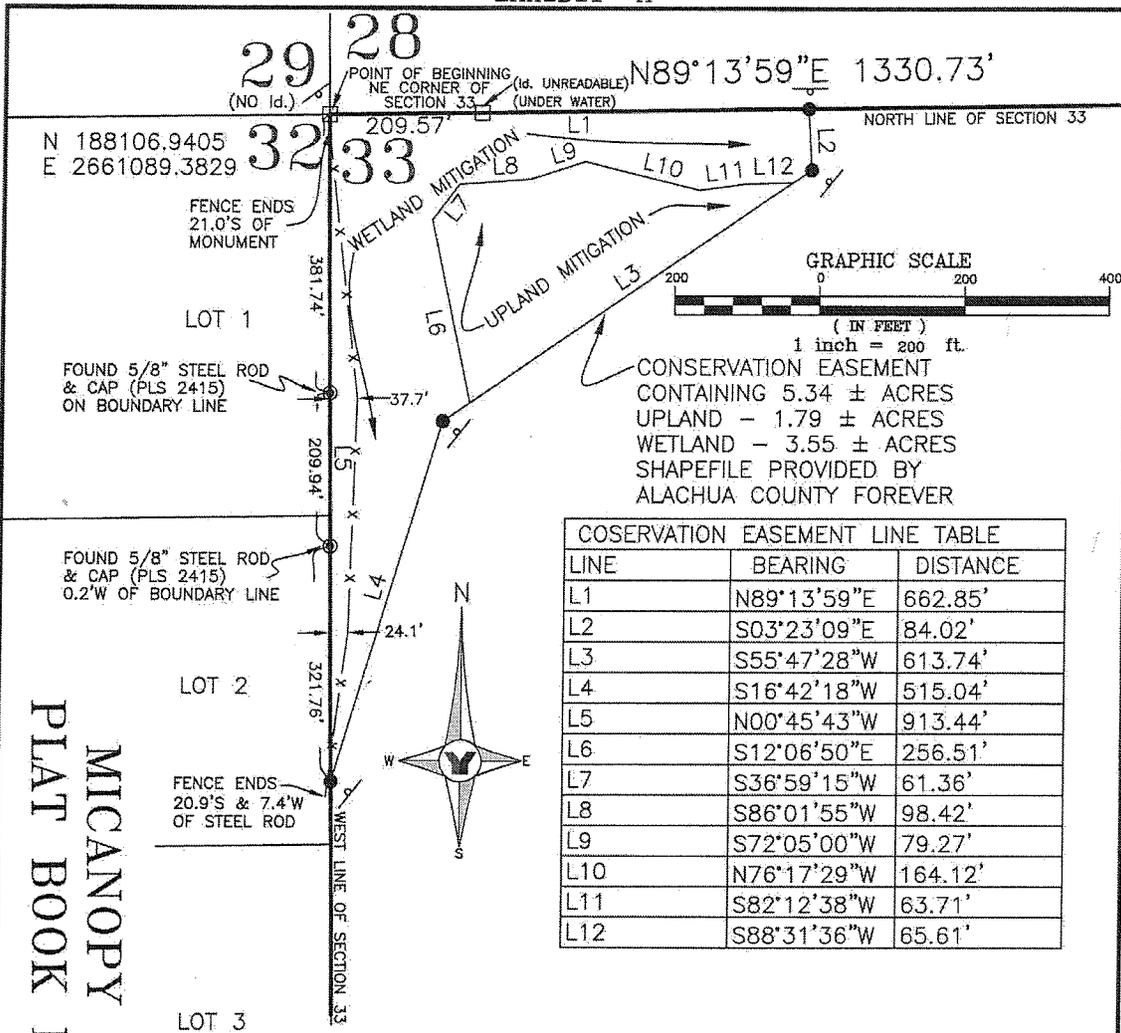
The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Johannes M. Schalekamp, as Managing Member of Delcala Land, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or provided _____ as identification.

SEAL

Tami E. Whaley
Print Name: _____
Notary Public – State of Florida
My Commission Expires: _____

TAMI E. WHALEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD837441
EXPIRES 1/4/2013
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"



CONSERVATION EASEMENT
CONTAINING 5.34 ± ACRES
UPLAND - 1.79 ± ACRES
WETLAND - 3.55 ± ACRES
SHAPEFILE PROVIDED BY
ALACHUA COUNTY FOREVER

LINE	BEARING	DISTANCE
L1	N89°13'59"E	662.85'
L2	S03°23'09"E	84.02'
L3	S55°47'28"W	613.74'
L4	S16°42'18"W	515.04'
L5	N00°45'43"W	913.44'
L6	S12°06'50"E	256.51'
L7	S36°59'15"W	61.36'
L8	S86°01'55"W	98.42'
L9	S72°05'00"W	79.27'
L10	N76°17'29"W	164.12'
L11	S82°12'38"W	63.71'
L12	S88°31'36"W	65.61'

LEGAL DESCRIPTION (CONSERVATION EASEMENT - BY THIS OFFICE)

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" SQUARE CONCRETE MONUMENT (NO Id.) AT THE NORTHWEST CORNER OF SAID SECTION 33 FOR A POINT OF BEGINNING; THENCE RUN N89°13'59"E ALONG THE NORTH LINE THEREOF, A DISTANCE OF 662.85 FEET; THENCE RUN S03°23'09"E, A DISTANCE OF 84.02 FEET; THENCE RUN S55°47'28"W, A DISTANCE OF 613.47 FEET; THENCE RUN S16°42'18"W, A DISTANCE OF 515.04 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 33; THENCE RUN N00°45'43"W ALONG SAID WEST LINE, A DISTANCE OF 913.44 FEET TO THE POINT OF BEGINNING.

LEGEND OF SYMBOLS & ABBREVIATIONS

- x — x — Indicates fence line
- Indicates 4"x4" concrete monument found (Id. as noted)
- Indicates 1/2" steel rod & cap set (GFY-LB 021)
- ⊙ Indicates steel rod & cap found (size & Id. as noted)
- Indicates metal sign (conservation easement)
- Id. Indicates Identification

SURVEYOR'S CERTIFICATION

I hereby certify to the Alachua County Board of County Commissioners that the sketch hereon is an accurate representation of the lands described hereon, is in compliance with the Minimum Technical Standards in Chapter 5J-17 of the Florida Administrative Code as set forth by the Florida Board of Professional Surveyors and Mappers pursuant to Section 472.027 Florida Statutes, as surveyed under my direct supervision and is true and correct to the best of my knowledge and belief.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S NOTES

- The bearings hereon are Lambert Grid Bearings (Florida North Zone) based on the Alachua County Densification and Land Corner Survey of 1988. All distances are ground measurements.
- Underground utilities, structures and/or foundations, if any, were not located and are not shown.
- Recorded easements and/or adjacent deeds not furnished to the surveyor are not shown.
- Jurisdictional wetlands, if any, were not located and are not shown.

<p>DELCALA/PERRY PARCEL CONSERVATION EASEMENT - SKETCH OF DESCRIPTION SECTION 33, TOWNSHIP 11 S., RANGE 20 E.</p>		BY	DATE	DESCRIPTION
INITIALS	DATE	<p>George F. Young, Inc. 1005 SOUTH MAIN STREET GAINESVILLE, FLORIDA 32601 PHONE (352) 376-5444 - FAX (352) 372-2302 BUSINESS ENTITY LIST ARCHITECTURE - ENGINEERING - ENVIRONMENTAL - LANDSCAPE PLANNING - SURVEYING - UTILITIES ORLANDO - GAINESVILLE - OLANO - PALM BEACH GARDENS - SANAROA - ST. PETERSBURG - TAMPA</p>		
CREW CHIEF	MH 09/28/10	JOB NO. 0853011707		
DRAWN	CRB 12/07/10	SHEET NO.		
CHECKED		S1 OF S1		
FIELD BOOK	FB 610			
FIELD DATE	09/28/10			

EXHIBIT B

The following activities and uses shall specifically be allowed on the "Property" in the manner described below.

1. Signage Information and regulatory signs may be placed on the Property to list preserve rules and regulations, i.e., No Trespassing, establish boundaries, see Map B2, and warn of hazards or impacts to resources.

2. Perimeter Fence Existing perimeter fence may be maintained, repaired or replaced as necessary to ensure that the Property is protected from inappropriate access and activities. Fences will be replaced with a similar type of farm fence as currently exists on the property, either hog wire, or 3-4 strands of barbed or high tensile wire.

3. Natural Resource Management and Enhancement Natural resource management and enhancement shall be allowed in a manner consistent with management practices conducted at the Barr Hammock Management Plan, (as adopted by Alachua County Commission on January 27, 2009) and may include:

a) Activities associated with the implementation of a prescribed fire program for natural resource enhancement and wild fire prevention, including installation of fire breaks and fuels treatments. Firebreaks shall be sighted to avoid altering hydrology. Written approval by Grantee is required prior to implementing any part of a prescribed fire program or fire prevention activity;

b) Removing or controlling native invasive or non-native invasive plants. In addition, Grantor may maintain the Property as specifically authorized by the Permit, including:

i) controlling or removing invasive plant species, as listed on Florida Exotic Pest Plant Council's 2009 List of Invasive Species (as may be updated periodically);

ii) removing dead trees that are endangering people or property; or

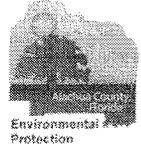
iii) as otherwise approved in writing by the Grantee.

c) Thinning and ground cover restoration in the flatwoods where such activities have been approved in writing by the Grantee;

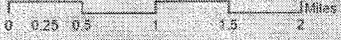
d) Supplemental planting of appropriate native vegetation to restore the historic natural communities where such activities have been approved in writing by the Grantee.

4. Revisions or Additional Activities/Uses. Written approval by Grantee is required for revisions to the activities and uses allowed herein, subject to duly adopted release and amendment rules, and in conformance with Section 704.06, Florida Statutes, and the conditions of permit #4-083-110715-2, issued by Grantee.

Exhibit B1 - Delcala Conservation Easement - Conservation Context



- Legend**
- Delcala Conservation Easement
 - Public Property
 - Barr-Hartwick Preserve
 - Major Roads
 - Streams



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Exhibit B2 - Delcala Conservation Easement - Boundary Signs

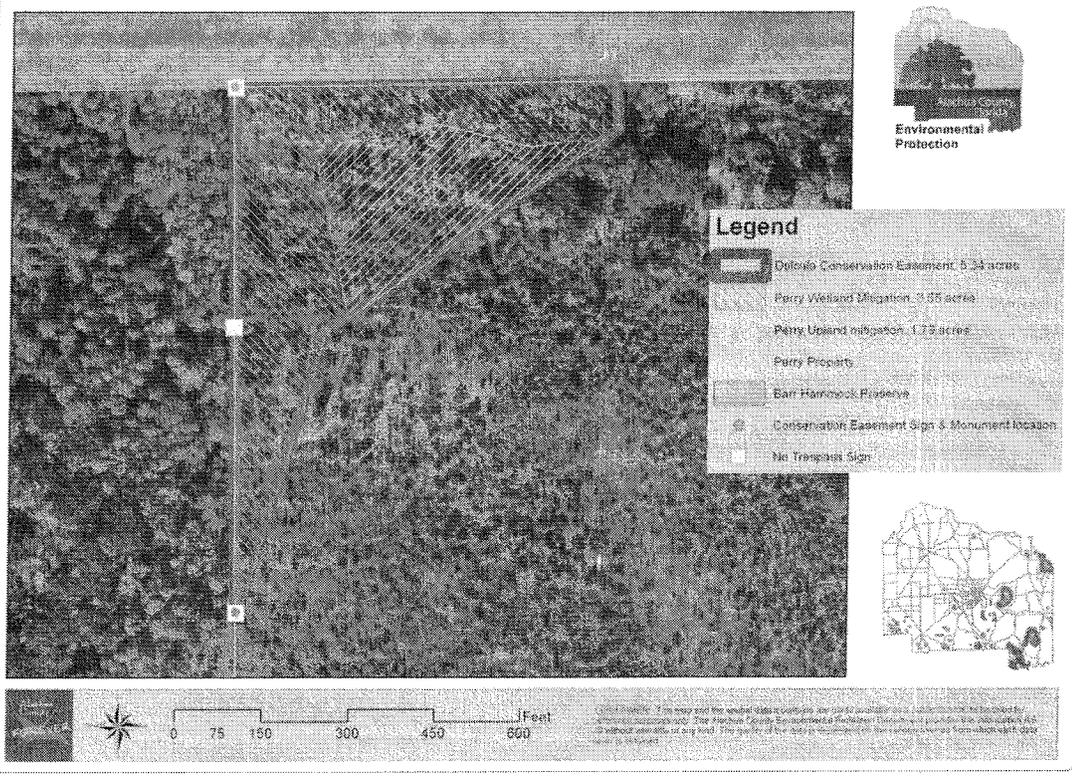
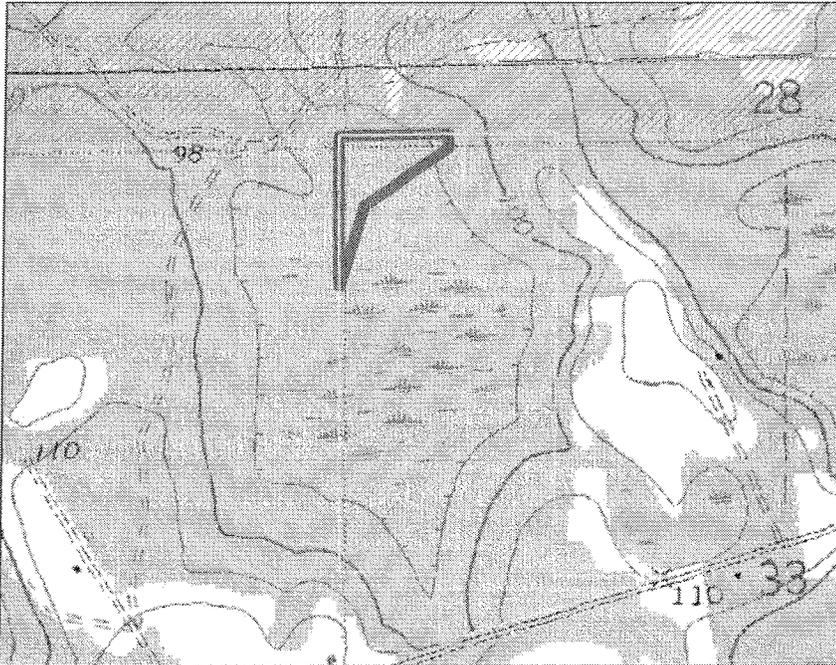


Exhibit B3 - Delcala Conservation Easement - USGS Quadrangle Map



Legend

- Delcala Conservation Easement
- Prop. Projects
- Bar Harbor Plebeian



DISCLAIMER: This map and the data used to create it were prepared as a public service by the U.S. Geological Survey. The accuracy of the information provided depends on the accuracy of the data provided to the Survey. The accuracy of the information provided is not guaranteed. The accuracy of the information provided is dependent on the accuracy of the data provided to the Survey. The accuracy of the information provided is not guaranteed.

APPENDIX F: LICENSE AGREEMENT WITH CONSERVATION TRUST FOR FLORIDA

LICENSE AGREEMENT
For
Barr Hammock Preserve

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____, 20__, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County”, and the Conservation Trust For Florida, Inc., a non profit corporation registered in the State of Florida hereinafter referred to as “Licensee”;

WITNESSETH:

WHEREAS, on March 22, 2001, the Licensee nominated the Barr Hammock Ledwith Prairie project to Alachua County Forever; and

WHEREAS, certain lands in the Barr Hammock Ledwith Prairie Project were purchased by Alachua County through the Alachua County Forever Program, depicted in Attachment A and as may be amended as additional tracts are acquired, and hereinafter referred to as “Parcels”; and

WHEREAS, the Parcels were successfully nominated by the County and the Licensee for funding by Florida Communities Trust, hereinafter referred to as FCT; and

WHEREAS, one of the Guiding Principles adopted by the BoCC on February 25, 2002 for the ACF Program was “...To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of “no loss of conservation values” stewardship; and

WHEREAS, the Licensee, in their capacity as an Independent Contractor to the County as described in Paragraph 3 of this Agreement, wishes to continue to assist Alachua County with educational programs and other technical and stewardship assistance as requested by the County on the Parcels; and

Revision Date: March 12, 2007

WHEREAS, the County finds that this use would be beneficial to the County by providing these services at minimal cost to the County; and

WHEREAS, FCT through their Grant Contract Section VII.3, requires an agreement between the County and the Licensee as joint applicants and as the recipient of the FCT grant; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1) Term. The term of this Agreement shall be from _____, 20__ through _____, 20__.

2) Property. This Agreement is for the use of Barr Hammock Preserve, hereinafter referred to as the “Property” and as depicted by the map contained in Attachment A to this Agreement and made a part thereof.

3) Independent Contractor Status. In the performance of this Agreement, the Licensee is acting in the capacity of an Independent Contractor and not as an agent, employee, partner, joint venturer or associate of the County. The Licensee is solely responsible for the means, method, technique, sequence, and procedure utilized by the provider in the full performance of this Agreement. As a service provider outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee verifies that he has posted clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to worker's compensation benefits.

Revision Date: March 12, 2007

- 4) Use of Property. Licensee agrees to use the Property exclusively to perform their Duties as specified under the terms of this Agreement.
- 5) Grant. The County grants to Licensee:
 - a) The right to perform services on the Property within the scope of this Agreement.
 - b) The right to access to the Property.
 - c) The right to use their own equipment on the Property to fulfill the purposes of this Agreement.
- 6) Duties and Restrictions.
 - a) Duties of Licensee - In accordance with their joint application to FCT for the Parcels and the FCT Grant Contract for the Parcels, the Licensee shall have and perform the following duties, obligations, and responsibilities to the County:
 - i) Assist the County with the provision of educational opportunities by recruiting participants, promoting these opportunities within the community, and coordinating these opportunities.
 - ii) Assist the County with the provision of nature-based recreational opportunities such as hiking, bird watching, nature-appreciation walks, by recruiting participants, promoting these opportunities within the community, and coordinating these opportunities.
 - iii) Assist the County where possible with fund-raising from the community to accomplish the objectives of the Management Plan.
 - iv) Assist the County with implementing the natural resources restoration and management and site improvements described in the Management Plan by providing technical expertise and advice as available.

Revision Date: March 12, 2007

- v) Assist the County with the development of the Management Plan by providing technical expertise and advice as available.
- b) Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to the Licensee:
 - i) Administer the terms and conditions of the FCT Contract for the Parcels.
 - ii) Develop and implement the Parcels' site management plan.
 - iii) Secure the necessary financial resources to implement the approved site management plan on the Parcels.
 - iv) Maintain the Key Contact responsibilities with FCT and communicate with the Licensee any appropriate and pertinent information regarding the Parcels.
- 7) Right of Assignment. Licensee shall not have the right to assign this Agreement without the written consent of the County.
- 8) Notices. All notices shall be in writing and sent to:

County: Land Conservation Manager
 Alachua County Environmental Protection Department
 201 SE 2nd Avenue, Suite 201
 Gainesville, FL 32601

The Licensee: Executive Director
 Conservation Trust for Florida, Inc
 P.O. Box 134
 Micanopy, Florida, 32667

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
 Alachua County Florida
 Post Office Box 939
 Gainesville, Florida 32602-939
 Attn: Finance and Accounting

And to

Revision Date: March 12, 2007

Office of Management and Budget
105 SE First Street, Suite 6
Gainesville, FL 32601
Attn; Contracts

- 9) Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this Agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the County beyond the waiver provided in Florida Statue 768.28.
- 10) Insurance. The Licensee will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment B.
- 11) Termination. This License Agreement may be revoked at any time, in writing, by the Director of the Alachua County Environmental Protection Department.
- 12) Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations

that may in any way affect the work outlined in this Agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

- 13) Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 14) Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.
- 15) Severability Clause. If any provision of this Agreement is declared void by court of law, all other provisions will remain in full force and effect.
- 16) Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 17) Governing Law and Venue. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.
- 18) Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.
- 19) Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

(continued)

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

WITNESSES:

APPROVED AS TO FORM

Alachua County Attorney

LICENSEE

CONSERVATION TRUST FOR FLORIDA:

By: _____

Print: _____

Title: _____

NOTARY

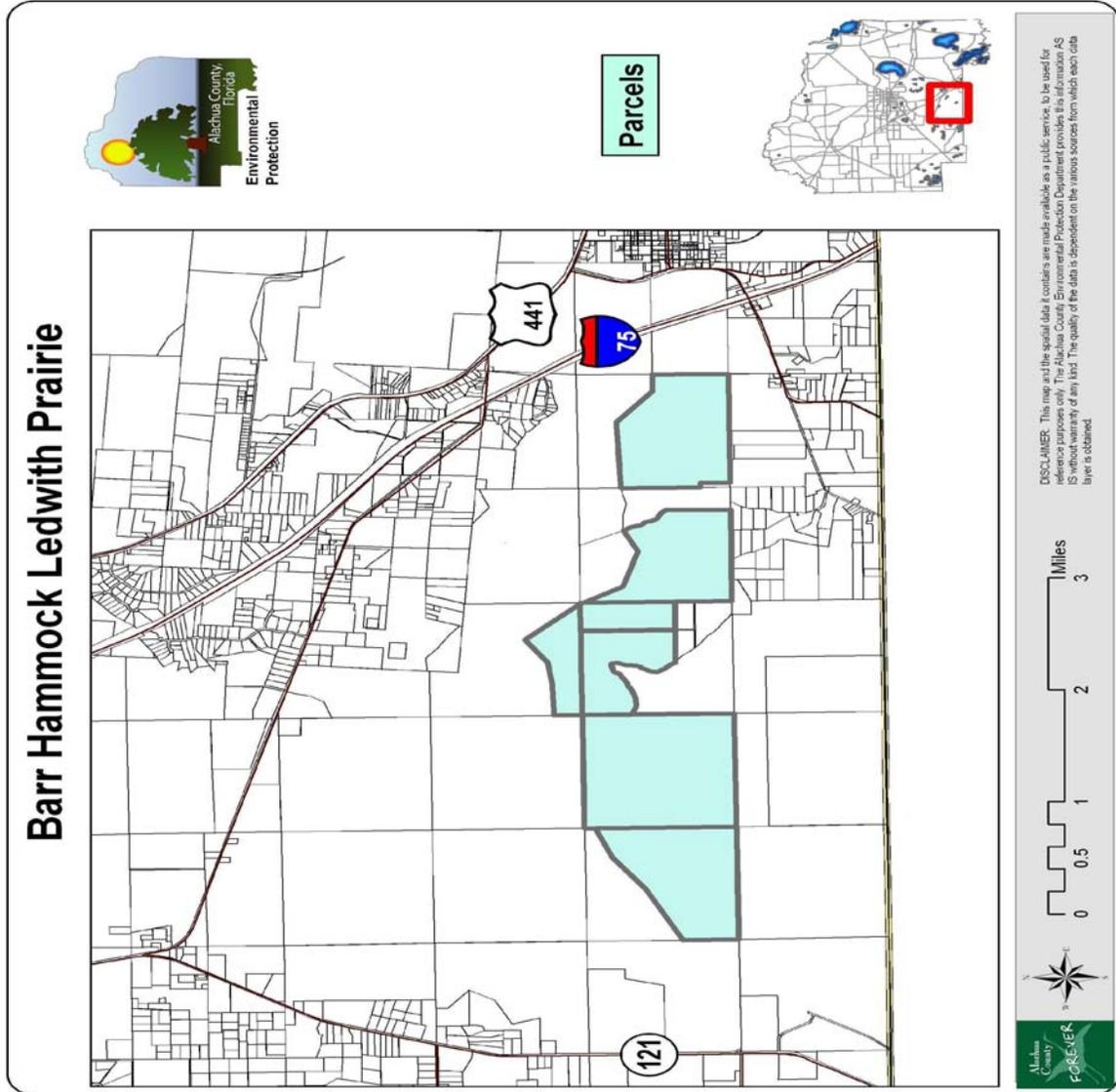
Dated this ___ day of _____, 20__.

SWORN TO AND SUBSCRIBED BEFORE ME THIS ___ day of _____, 20__, by _____, who is personally known to me/ produced _____ as identification.

Notary Public, State of Florida at Large
My Commission expires:

Revision Date: March 12, 2007

Attachment A.
Map of the Property



Revision Date: March 12, 2007

Attachment B.
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence from policy for limits not less than \$1,000,000 general aggregate, \$1,000,000 products / completed operations aggregate, \$1,000,000 Personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

II. ALL COVERAGES

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

III. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All overages for subcontractors shall be subject to all of the requirements stated herein.