

Flagler County Land Acquisition Committee (LAC) Environmentally Sensitive Lands Acquisition Program Application Form

Site Name: *Pringle Creek Forest*

Submitted by: *St. Johns River Water Management District* Date Submitted: *March 12, 2010*

Contact (email/phone): *Raymond B. Bunton, Jr., rbunton@sjrwmd.com 386-329-4335*

Property Owner: *North Tracts – Rayonier Timberlands Operating Company, LP
South Tract – Rayonier Timberlands Acqs. Four (aka Terrapointe)*

Contact (email/phone): *Ed Montgomery, ed.montgomery@rayonier.com (904) 321-5508*

1. Property Size: +/- 8,432 acres:

North Tract A - +/- 1,667 acres

North Tract B - +/- 4,924 acres

South Tract - +/- 1,841 acres

2. Flagler County Tax Parcel Identification Number: *please see **Attachment 1***

3. Site Location (*Please attach a location map delineating the site and describe it's location*): *please see **Attachment 2** – property is located in NE Flagler County, west of I-95 and US 1, south of Pellicer Creek Conservation Area and north of SR 20. Attachment 2 also includes three maps for the North Tracts and the South Tract – USGS Quad map, an aerial/Digital Imagery map, and a 100-year floodplain map.*

*Please see **Attachment 3** for a summary of acres for uplands and wetlands, adjacency to public lands and adjacency to water bodies and for an Uplands-Wetlands map.*

4. Provide additional comments the LAC should know regarding this potential acquisition. Please consider the program objectives attached to this form when providing comments.

PRIMARY PROGRAM OBJECTIVES:

- Preserves wildlife habitat; protects health and diversity of wildlife, esp. threatened and endangered species – *please see **Attachments 4 and 5** that show Pringle Creek Forest's high priority as a critical linkage in Florida's Ecological Greenways Network and it's priority as Strategic Habitat. Although none are shown as being reported on site, **Attachment 6** reflects the endangered or rare species occurrences that have been reported to the Florida Natural Areas Inventory that are in close proximity to Pringle Creek Forest.*
- Promotes improved water quality and preserves the Floridan aquifer and water recharge areas – *purchase of Pringle Creek Forest will provide protection for Pringle Swamp that provides sheetflow and water storage for*

storm events. This exceptionally large wetland is the headwaters for Pringle Branch (located on the North A Tract) that flows directly into the Pellicer Creek Aquatic Preserve – please see the maps in **Attachment 2**; the Property is over 38% wetlands – please see **Attachment 3**; purchase of the Property will provide a respite from Palm Coast development and approved development plans that surround the Property, and the potential impacts to water quality – please see **Attachment 2** that shows that the city limits of Palm Coast surrounding the Property; Pringle Creek Forest provides a moderate level of aquifer recharge – please see **Attachment 9**.

- Preserves rare natural communities or wildlife habitats/ecosystems - Although none are shown as being reported on site, **Attachment 6** reflects the endangered or rare species occurrences that have been reported to the Florida Natural Areas Inventory that are in close proximity to Pringle Creek Forest.
- Preserves unique cultural, historic, scenic and significant geologic features – purchase of Pringle Creek Forest would provide a scenic and natural respite for the surrounding areas that have been, or are planned, for development.
- Promotes economic development through the creation of nature tourism property, infrastructure and opportunities – purchase of Pringle Creek Forest would add over 8,400 acres to public lands in Flagler County, adjacent to and enhancing Pellicer Creek Conservation Area, Pellicer Creek Aquatic Preserve, Guana Tolomato Matanzas National Estuarine Research Reserve and Faver-Dykes State Park; the Property would provide ample opportunities for hiking, biking and horseback riding, wildlife viewing, nature study, primitive camping and canoeing.

Primary Area Specific Program Objectives:

- The northeast corner of Pringle Creek Forest is adjacent to the westerly boundary of Guana Tolomato Matanzas National Estuarine Research Reserve.
- Pringle Creek Forest is directly south of and adjacent to Pellicer Creek Aquatic Preserve – please see **Attachment 2**, Site Location Map.
- Speckled Perch Lake, Tank Lake, Black Lake and Lake Neoga are all located on land that is also owned by the owner of Pringle Creek Forest; the lakes are all less than 2 miles west of the South Tract of Pringle Creek Forest – please see the **Attachment 2 – South Tract USGS Quad Map**.

Primary Need Specific Program Objectives: n/a

SECONDARY PROGRAM OBJECTIVES:

- Preserves green space as passive recreation in close proximity to development to provide refuge for residents, visitors and wildlife – Pringle Creek Forest is surrounded by the city limits of Palm Coast and approved development plans. Purchase of the Property would provide not only protection for the natural flora and fauna of the area, but passive recreational opportunities for the citizens of the adjacent communities, and extend the nature-based experiences for visitors of the existing Pellicer Creek Conservation Area, Princess Place Preserve and Faver-Dykes State Park – please see **Attachments 7 and 8**.

- Reduces capital acquisition and land management costs by partnering with other agencies – *St. Johns River Water Management District is willing to assist with the management of Pringle Creek Forest.*
- Enhances existing recreation facilities throughout the County by acquiring adjoining properties – *purchase of Pringle Creek Forest would enhance the recreational opportunities for the existing and adjacent Pellicer Creek Conservation Area, Princess Place Preserve and Faver-Dykes State Park, including hiking, biking and horseback riding, wildlife viewing, nature study, primitive camping and canoeing – please see **Attachments 7 and 8.***
- Establishes wildlife corridors throughout the county promoting wildlife protection, habitat preservation and migration – *please see **Attachments 4 and 5** that show Pringle Creek Forest to be priority areas to protect for strategic habitat and a critical linkage for the Florida Ecological Greenways Network.*
- Establishes recreational trail corridors throughout the County promoting alternative transportation modes, nature viewing, and fitness/exercise opportunities - *purchase of Pringle Creek Forest would enhance the recreational opportunities for the existing and adjacent Pellicer Creek Conservation Area, Princess Place Preserve and Faver-Dykes State Park, including hiking, biking and horseback riding, wildlife viewing, nature study, primitive camping and canoeing – please see **Attachments 7 and 8.** In addition, the east, south and west boundaries of the Property are adjacent to the city limits of Palm Coast and planned developments, providing opportunities to create and connect trail corridors and alternative transportation modes throughout the community – please see **Attachment 2 – Site Location Map** and **Attachment 7.***
- Restores damaged habitats that can have substantial positive environmental impacts upon being restored – *the Property provides restoration opportunities for habitats impacted by commercial forestry operations, including bedded areas, road networks and canals – please see **Attachment 2 – North Tracts Digital Imagery and South Tract Digital Imagery maps.***

Please return this form to:

Tim Telfer
 Flagler County Board of County Commissioners
 1769 E. Moody Blvd.
 Bunnell, FL 32110
 (386) 313-4066
 FAX (386) 313-4109

**Owner's Authorized Representative
To the Flagler County Board of County Commissioners
for the Environmentally Sensitive Lands Program**

In accordance with CH. 253, Florida Statute, this is to advise that the individual named below is the authorized representative of the owner(s) for the real property described below, which is located in Flagler County, Florida, for any negotiations concerning conveyance of the property to the Flagler County Board of County Commissioners.

AUTHORIZED REPRESENTATIVE(S):

Name(s) and Title: *Ed Montgomery*

Address: *1901 Island Walkway, Fernandina Beach, FL 32035*

Telephone: *(904) 321-5508* Fax: *(904) 261-9322* Email: *ed.montgomery@rayonier.com*

Owner Name (Please Print): *requested from Rayonier*
for Rayonier Timberlands Operating Company, LP

Owner Signature: _____

Date Signed: _____

**Owner's Authorized Representative
To the Flagler County Board of County Commissioners
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Telephone: *(904) 321-5508* Fax: *(904) 261-9322* Email: ed.montgomery@rayonier.com

Owner Name (Please Print): *requested from Rayonier*
for Rayonier Timberlands Acqs. Four (aka Terrapointe)

Owner Signature: _____

Date Signed: _____

AUTHORIZATION TO ENTER PROPERTY

Regarding: Land submitted to the Flagler County Environmentally Sensitive Lands Program (ESL)

I, **Ed Montgomery**, the ~~Owner~~ or Owner's Representative of the property described below agree that from the date this Agreement is executed, the members of the Land Acquisition Selection Advisory Committee and County staff, upon reasonable notice, shall have the right to enter the property located at:

*Pringle Creek Forest properties depicted on **Attachment 2***

for the purposes of environmental site review and for all lawful purposes associated with the evaluation of the property for acquisition consideration under the Environmentally Sensitive Lands Program.

This permission is to be used for the following activities which may be performed by Flagler County, its agents, representatives, or contractors:

Survey of the natural community types on-site and/or property boundary survey prior to closing.

Nondestructive surveys of the flora and fauna on-site, including the identification and survey of rare, threatened, or endangered plants and animals.

The collection of written and photographic data required for comprehensive site review during the ESL site selection process or property appraisal review.

Requested from Rayonier

Ed Montgomery

*Authorized Representative of Rayonier Timberlands Operating Company, LP
Authorized Representative of Rayonier Timberlands Acqs. Four (aka Terrapointe)*

Date

**Owner's Authorized Representative
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AUTHORIZED REPRESENTATIVE(S):

Name(s) and Title: Ed Montgomery, Director Real Estate Sales and Marketing,
TerraPointe Services, Inc.
Address: 1901 Island Walkway, Fernandina Beach, FL 32034
Telephone: 904-321-5508
Fax: 904-277-4465
Email: Ed.Montgomery@terrapointeservices.com
Cell: 904-688-0363

OR:

Kathy Terwilliger, Area Sales Manager
TerraPointe Services, Inc.
Address: 1901 Island Walkway, Fernandina Beach, FL 32034
Telephone: 904-321-5548
Fax: 904-277-4465
Email: Kathy.terwilliger@terrapointeservices.com
Cell: 904-465-7253

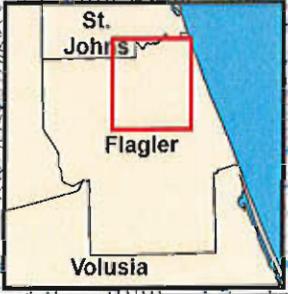
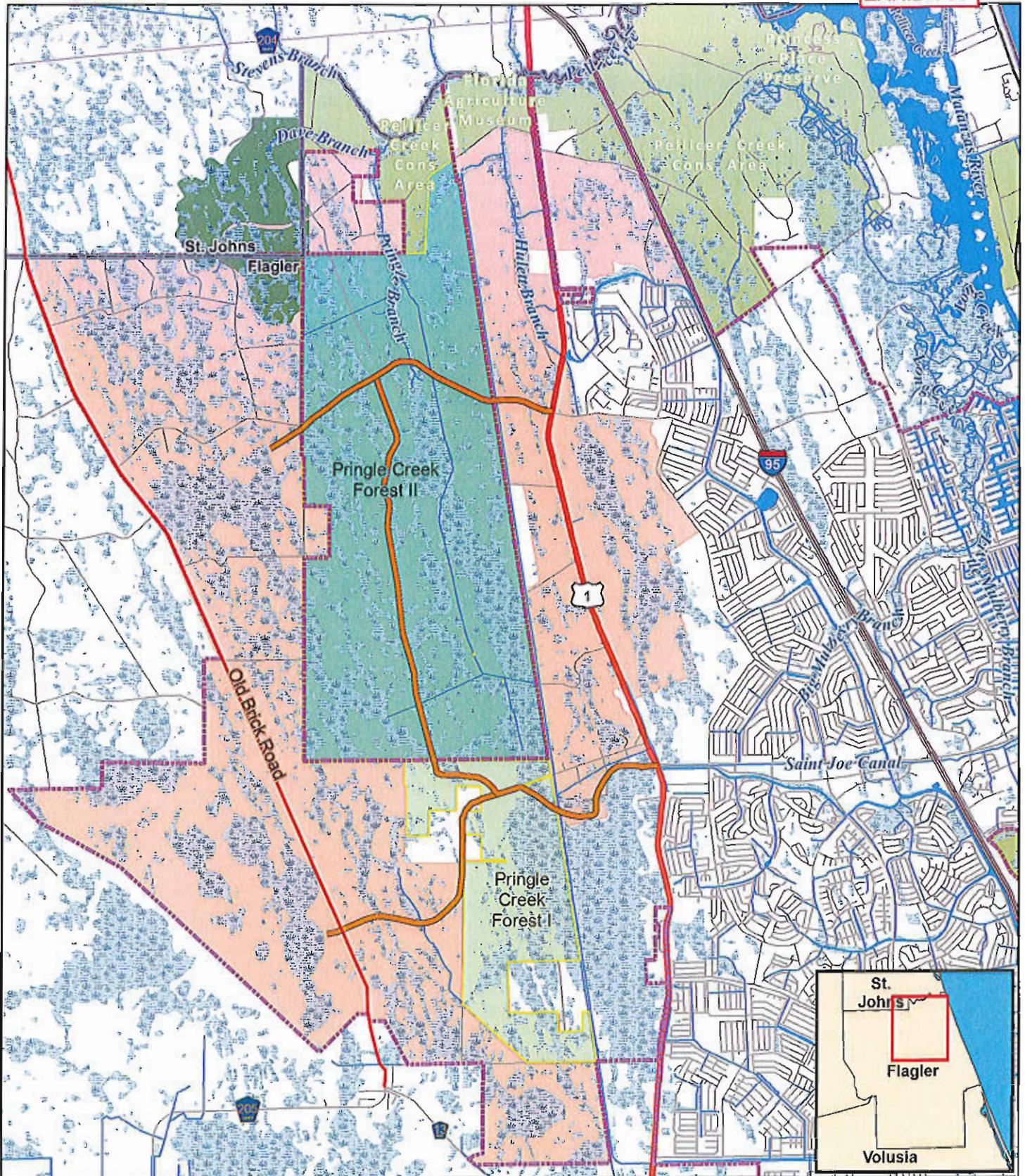
Owner Name (Please Print): RAYONIER TIMBERLAND ACQUISITIONS FOUR, LLC

Owner Signature: 

Name: TRACY K. Arthur

Title: Asst Secretary

Date Signed: 3/15/10



Pringle Creek Forest

Flagler County, Florida



**Owner's Authorized Representative
To the Flagler County Board of County Commissioners
for the Environmentally Sensitive Lands Program**

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OR:

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Address: 1901 Island Walkway, Fernandina Beach, FL 32034
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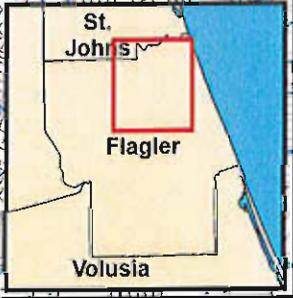
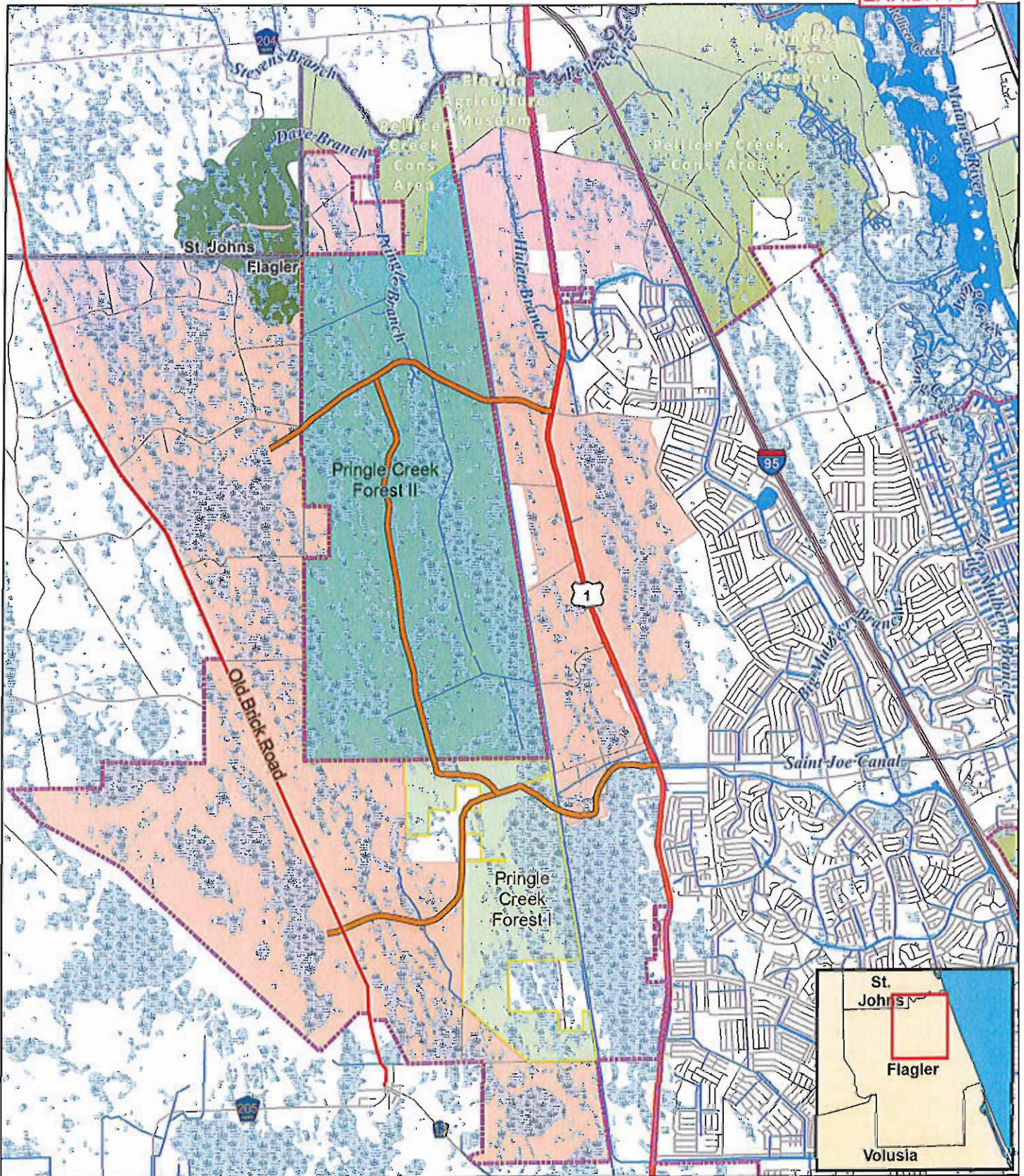
Owner Name (Please Print): RAYONIER FOREST RESOURCES, L.P., by its managing general
partner, Rayonier Timberlands Management, LLC

Owner Signature: 

Name: Larry Davis

Title: Director, Eastern Forest Resources

Date Signed: 3/15/10



Pringle Creek Forest

Flagler County, Florida



RIGHT OF ENTRY PERMIT AND LICENSE AGREEMENT

This Agreement is by and between **Rayonier Timberland Acquisitions Four, LLC** (“Rayonier”), a Delaware limited liability company with a business address of 50 North Laura Street, Suite 1900, Jacksonville, Florida, 32202 and **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** (“Licensee”), whose address is 1769 E. Moody Blvd., Bunnell, FL 32110, and shall be effective as of the later of the dates executed by all parties hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, **Rayonier** hereby grants to LICENSEE the right and privilege to enter upon tracts of land situated in Flagler County, Florida (hereinafter referred to as the Premises, a map of which is attached hereto as Exhibit A and incorporated by reference), specifically and solely for the purposes identified herein and during the herein stated term and upon the following conditions:

1. The purpose of this Permit and License Agreement is to permit LICENSEE, its agents and representatives at no cost, liability or expense to **Rayonier** or its affiliated or related companies, to enter upon the Premises for the purpose of **Site Inspection for a potential submission of an offer to purchase all or a portion of the property.**
2. The term of this Right of Entry and License Agreement shall be for a period of 90 days from the effective date. **Rayonier** shall, however, have the right to cancel this Agreement at its sole discretion for no reason or as a result of the violation of any condition hereof. If so canceled, LICENSEE shall immediately cease operations hereunder and quit the Premises and remove or cause to be removed therefrom all equipment, property and personnel present thereon. LICENSEE shall exercise the rights of entry herein granted in the least obtrusive manner possible and in a manner so as to not unreasonably disturb or interfere with any of the owners, tenants, or occupants of adjacent property, and/or any of the tenants or occupants of the Premises.
3. LICENSEE’s vehicular traffic shall remain on existing roads, fire-breaks, truck trails and other established routes.
4. LICENSEE shall not have the right to conduct any other work or engage in any other activities beyond the scope described in this Agreement without prior written consent of **Rayonier**. LICENSEE shall not take any actions or do anything, and shall not permit anyone accessing the Premises under this Agreement to take any action or do anything, which would cause any change in or constitute a breach or violation of any permit, license, order, rule or authorization of any governmental body, unit or authority now or hereafter in effect with respect to the Premises.
5. It is understood that LICENSEE shall submit to **Rayonier** any reports published or unpublished resulting from data collected on the Premises.
6. LICENSEE shall conduct its operations on the Premises with all due care and caution for itself as well as for the health and viability of the trees and timber growing thereon and such other property of **Rayonier** located thereon; LICENSEE further agrees that if damage or destruction of said trees or timber or other property results from its operations on the Premises it shall compensate **Rayonier** for such damage or destruction and otherwise make **Rayonier** or its affiliated or related companies whole for said damage or destruction. Furthermore, LICENSEE shall act in compliance with all applicable laws, statutes, ordinances, orders, rules and regulations of any Governmental Authority or agency having jurisdiction over the Premises.
7. LICENSEE shall not (a) cut or uproot, or permit anyone accessing the Premises under this Agreement to cut or uproot, any living trees, underbrush or other vegetation situated on the Premises without the prior written consent of **Rayonier**; which consent may be withheld or refused by **Rayonier** in its absolute and exclusive discretion, or (b) disturb, or permit anyone accessing the Premises under this Agreement to disturb, any wetland or land subject to any ordinance in respect of environmentally sensitive land adopted by any applicable governmental authority.
8. No hazardous or otherwise regulated materials or other material or substances which may contaminate, injure, or taint Rayonier’s land (the Premises itself or property adjacent thereto), shall be allowed on the Premises. LICENSEE shall be liable for any and all damages, losses, and expenses and will defend, indemnify and hold harmless Rayonier and its affiliated or related companies against and from any discovery by any person or

governmental entity, of hazardous wastes or materials generated, stored, or disposed of as a result of LICENSEE's use of the Premises. LICENSEE shall keep the Premises free of all trash, litter and refuse from its use hereunder.

9. No fires may be set upon the Premises, nor shall any firearms, flammables or corrosive materials be brought upon the Premises by LICENSEE.

10. During the term of this Agreement the following person(s) shall be notified prior to entry or commencement of any work conducted on the Premises:

Kathy Terwilliger, Area Sales Manager
TerraPointe Services Inc.
P.O. Box 1188
Fernandina Beach, FL 32035
904-321-5548 Telephone
904-465-7253 Cell
904-277-4465 Fax

Contact for LICENSEE:

Tim Telfer
Planning and Zoning
386-437-7484 x 244
_____ mobile
_____ fax

11. LICENSEE acknowledges that there are certain inherent risks associated with conducting its intended activities on the Premises due to the primitive/unimproved nature of the Premises. LICENSEE is put on notice that the Premises are in a remote location and neither the condition of the Premises nor the roads are guaranteed in any way by Rayonier. LICENSEE acknowledges and agrees that Rayonier and its affiliated or related companies shall bear no responsibility or liability to or for LICENSEE, its agents, invitees, contractors or contractor employees while they are on the Premises. LICENSEE further acknowledges that others have been given permission to enter the Premises including hunting club members who may be upon the Premises with guns to hunt and timber vendees who may be upon the Premises to harvest timber and other forest products with men and machinery.

12. LICENSEE agrees to pay and to indemnify, protect, save, defend and hold forever harmless Rayonier and its affiliated or related companies, and their directors, officers, employees, agents and independent contractors (hereinafter "Indemnitees") from and against any and all actions or cases of action, obligations, claims, demands, liabilities, loss, damage, judgments, awards, penalties or cost or expense of whatsoever kind of nature, including without limitation (a) court costs, expert witness fees and attorneys' fees and expenses at trial and on appeal and (b) any costs and expenses resulting from the imposition of additional conditions or requirements by governmental or quasi-governmental bodies, authorities or agencies or by utility providers, which the Indemnitees, or any of them, may incur, suffer or sustain, or for which the Indemnitees, or any of them, may become obligated or liable by reason of:

(i) any breach or violation by LICENSEE or anyone entering the Premises under this Agreement of the provisions of this Agreement;

(ii) any injury to or death of persons or loss of or damage to property in connection with, or as a result of, any entry or entries upon, or use of, the Premises by LICENSEE or anyone entering the Premises under this Agreement, or any of them; and

(iii) any labor or services performed or any materials furnished by or for the account or benefit, or at the sufferance of, LICENSEE in respect of the Premises.

13. In case any action, suit or proceeding is brought against any of the Indemnitees referenced in paragraph 12 above, by reason or on account of any of the occurrences referenced in this Agreement, LICENSEE shall, at its own expense, resist and defend and cause to be resisted and defended, such action, suit or proceeding, by legal counsel engaged by the Indemnitee after consultation with, but not subject to the approval of LICENSEE. The obligations of LICENSEE under Paragraph 8, 11, 12, 13 and 14 shall survive the termination or expiration of the rights of entry granted under this Agreement.

14. To the extent permitted by the laws of the State of Florida, LICENSEE, for and on behalf of itself and anyone entering the Premises pursuant to this Agreement, hereby waives all rights and claims by LICENSEE or anyone entering the Premises pursuant to this Agreement may have against the Indemnitees for damages or injury incurred or sustained, resulting from or in connection with any negligent or willful act or omission done or suffered by any person associated with Rayonier.

15. LICENSEE agrees and bind itself at its own cost and expense to promptly correct any hazardous or potentially hazardous conditions (leaning trees, trees cut and downed across roads, etc.) caused by LICENSEE while on said Premises.

16. LICENSEE, its agents, contractors, invitees, and employees agree to abide by applicable law, federal, state or local statutes, rules and regulations and shall obtain at its own cost and expense all permits required by any governmental agency having jurisdiction; and further to immediately notify Rayonier in the event of any unusual occurrences or in the event it locates upon the Premises any controlled or regulated or hazardous substances, including but not limited to marijuana, or discarded refuse or goods.

17. LICENSEE waives all rights to seek restitution or compensation from Rayonier, its affiliated or related companies, business invitees, contractors, agents or assigns, for any damage occurring to LICENSEE's property upon the Premises that may result from logging, forestry, or road maintenance activities, or other activities conducted on or adjacent to the Premises by Rayonier, its agents, assigns, invitees, contractors, affiliated companies or trespassers.

18. Intentionally omitted.

19. This Right of Entry Permit and grant of License is by and in the nature of a quit-claim, Rayonier warranting to LICENSEE only the corporate authority of its execution, and granting unto LICENSEE only such rights hereunder as is consistent with its record title in and to the Premises.

20. Exclusive use of the Premises is NOT hereby granted to LICENSEE, and Rayonier retains the right to use the Premises for any and all purposes; further, it retains the right to grant to others nonexclusive use of the Premises for any lawful purpose not inconsistent with LICENSEE's use. Moreover, Rayonier herein specifically advises LICENSEE that it has granted rights to utilize the Premises to others including hunting clubs and business invitees who have purchased timber from Rayonier.

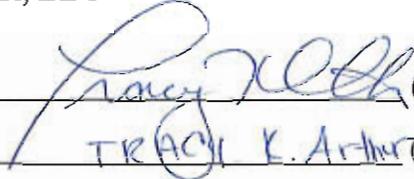
21. LICENSEE shall remove from the Premises all fixtures and personal property it constructed or brought upon the Premises during the term hereof and restore the Premises to its original, above-grade condition at or prior to the expiration of this Agreement. In case of the breach of this covenant, Rayonier shall have the privilege of removing all fixtures and personal property and restoring the Premises to its original condition and LICENSEE shall be liable to Rayonier for any and all expenses including attorney's fees and court costs incurred by Rayonier in securing performance of this covenant.

22. LICENSEE shall not assign this Agreement without the prior written approval of Rayonier. This Agreement shall not be recorded in the public records of any county.

23. This RIGHT of ENTRY PERMIT and LICENSE AGREEMENT embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged thereby, and then such waiver or consent shall be effective only for the specific instance and for the specific purpose for which given.

IN WITNESS whereof, this instrument has been executed by the parties whose hand is affixed hereto.

**RAYONIER TIMBERLAND ACQUISITIONS
FOUR, LLC**

By:  (sign)
TRACY K. ARTHUR (print)
As Its: Asst Secretary (title)
Date: 3/15/10

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
(LICENSEE)**

1769 E. Moody Blvd., Bunnell, FL 32110

By: _____ (sign)
_____ (print)
As Its: _____ (title)
Date: _____

RIGHT OF ENTRY PERMIT AND LICENSE AGREEMENT

This Agreement by and between **RAYONIER FOREST RESOURCES, L.P.**, (Licensor), hereinafter referred to as "**RAYONIER**", and **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** (Licensee), hereinafter referred to as "**LICENSEE**", and shall be effective as of the later of the dates executed by all parties hereto.

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1. The purpose of this Permit and License Agreement is to permit LICENSEE, its agents and representatives at no cost, liability or expense to RAYONIER or its affiliated or related companies, to enter upon the Premises for the purpose of **Site Inspection for a potential submission of an unsolicited offer to purchase all or a portion of the property.**
2. The term of this Right of Entry and License Agreement shall be for a period of 90 DAYS from the effective date. RAYONIER shall, however, have the right to cancel this Agreement at its sole discretion for no reason or as a result of the violation of any condition hereof. If so canceled, LICENSEE shall immediately cease operations hereunder and quit the Premises and remove or cause to be removed therefrom all equipment, property and personnel present thereon. LICENSEE shall exercise the rights of entry herein granted in the least obtrusive manner possible and in a manner so as to not unreasonably disturb or interfere with any of the owners, tenant, or occupants of adjacent property, and/or any of the tenants or occupants of the Premises.
3. LICENSEE's vehicular traffic shall remain on existing roads, fire-breaks, truck trails and other established routes.
4. LICENSEE shall not have the right to conduct any other work or engage in any other activities beyond the scope described in this Agreement without prior written consent of RAYONIER. LICENSEE shall not take any actions or do anything, and shall not permit anyone accessing the Premises under this Agreement to take any action or do anything, which would cause any change in or constitute a breach or violation of any permit, license, order, rule or authorization of any governmental body, unit or authority now or hereafter in effect with respect to the Premises.
5. It is understood that LICENSEE shall submit to RAYONIER any reports published or unpublished resulting from data collected on the Premises.
6. LICENSEE shall conduct its operations on the Premises with all due care and caution for itself as well as for the health and viability of the trees and timber growing thereon and such other property of RAYONIER located thereon; LICENSEE further agrees that if damage or destruction of said trees or timber or other property results from its operations on the Premises it shall compensate RAYONIER for such damage or destruction and otherwise make RAYONIER or its affiliated or related companies whole for said damage or destruction. Furthermore, LICENSEE shall act in compliance with all applicable laws, statutes, ordinances, orders, rules and regulations of any Governmental Authority or agency having jurisdiction over the Premises.
7. LICENSEE shall not (a) cut or uproot, or permit anyone accessing ~~the~~ the Premises under this Agreement to cut or uproot, any living trees, underbrush or other vegetation situated on the Premises without the prior written consent of RAYONIER, which consent may be withheld or refused by RAYONIER in its absolute and exclusive discretion, or (b) disturb, or permit anyone accessing the Premises under this Agreement to disturb, any wetland or land subject to any ordinance in respect of environmentally sensitive land adopted by any applicable Governmental Authority.
8. No hazardous or otherwise regulated materials or other material or substances which may contaminate, injure, or taint RAYONIER's land (the Premises itself or property adjacent thereto), shall be allowed on the Premises. LICENSEE shall be liable for any and all damages, losses, and expenses and will defend, indemnify and hold harmless RAYONIER and its affiliated or related companies against and from any discovery by any person or governmental entity, of hazardous wastes or materials generated, stored, ~~or~~ disposed of as a result of LICENSEE's use of the Premises. LICENSEE shall keep the Premises free of all trash, litter and refuse from its use hereunder.

9. No fires may be set upon the Premises, nor shall any firearms, flammables or corrosive materials be brought upon the Premises by LICENSEE.

10. During the term of this Agreement the following person(s) shall be notified prior to entry or commencement of any work conducted on the Premises:

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904-465-7253 cell
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Contact for LICENSEE:

Tim Telfer
Planning and Zoning
386-437-7484 x 244
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12. LICENSEE agrees to pay and to indemnify, protect, save, defend and hold forever harmless RAYONIER and its affiliated or related companies, and their directors, officers, employees, agents and independent contractors (hereinafter "Indemnitees") from and against any and all actions or cases of action, obligations, claims, demands, liabilities, loss, damage, judgments, awards, penalties or cost or expense of whatsoever kind of nature, including , without limitation, (a) court costs, expert witness fees and attorneys' fees and expenses at trial and on appeals and (b) any costs and expenses resulting from the imposition of additional conditions or requirements by governmental or quasi-governmental bodies, authorities or agencies or by utility providers, which the Indemnitees, or any of them, may incur, suffer or sustain, or for which the Indemnitees, or any of them, may become obligated or liable by reason of:

(i) any breach or violation by LICENSEE or anyone entering the Premises under this Agreement, of the provisions of this Agreement;

(ii) any injury to or death of persons or loss of or damage to property in connection with, or as a result of, any entry or entries upon, or use of, the Premises by LICENSEE or anyone entering the Premises under this Agreement, or any of them; and

(iii) any labor or services performed or any materials furnished by or for the account or benefit, or at the sufferance of, LICENSEE in respect of the Premises.

13. In case any action, suit or proceeding is brought against any of the Indemnitees referenced in paragraph 12 above, by reason or on account of any of the occurrences referenced in this Agreement, LICENSEE shall, at its own expense, resist and defend and cause to be resisted and defended, such action, suit or proceeding, by legal counsel engaged by the Indemnitee after consultation with, but not subject to the approval of LICENSEE. The obligations of LICENSEE under Paragraph 8, 11, 12, 13 and 14 shall survive the termination or expiration of the rights of entry granted under this Agreement.

14. To the extent permitted by the laws of the State of Florida, LICENSEE, for and on behalf of itself and anyone entering the Premises pursuant to this Agreement, hereby waives all rights and claims by LICENSEE or anyone entering the Premises pursuant to this Agreement may have against the Incemnitees for damages or injury incurred or sustained, resulting from or in connection with any negligent or willful act or omission done or suffered by any Person associated with RAYONIER.

15. LICENSEE agrees and bind itself at its own cost and expense to promptly correct any hazardous or potentially hazardous conditions (leaning trees, trees cut and downed across roads, etc.) caused by LICENSEE while on said Premises.

16. LICENSEE, its agents, contractors, invitees, and employees agree to abide by applicable law, federal, state or local statutes, rules and regulations and shall obtain at its own cost and expense all permits required by any governmental agency having jurisdiction; and further to immediately notify RAYONIER in the event of any unusual occurrences or in the event it locates upon the Premises any controlled or regulated or hazardous substances, including but not limited to marijuana, or discarded refuse/or goods.

17. LICENSEE waives all rights to seek restitution or compensation from RAYONIER, its affiliated or related companies, business invitees, contractors, agents or assigns, for any damage occurring to LICENSEE's property upon the Premises that may result from logging, forestry, or road maintenance activities, or other activities conducted on or adjacent to the Premises by RAYONIER, its agents, assigns, invitees, contractors, affiliated companies or trespassers.

18. Intentionally omitted.

19. This Right of Entry Permit and grant of License is by and in the nature of a quit-claim, RAYONIER warranting to LICENSEE only the corporate authority of its execution, and granting unto LICENSEE only such rights hereunder as is consistent with its record title in and to the Premises.

20. Exclusive use of the Premises is NOT hereby granted to LICENSEE, and RAYONIER retains the right to use the Premises for any and all purposes; further, it retains the right to grant to others nonexclusive use of the Premises for any lawful purpose not inconsistent with LICENSEE's use. Moreover, RAYONIER herein specifically advises LICENSEE that it has granted rights to utilize the Premises to others including hunting clubs and business invitees who have purchased timber from RAYONIER.

21. LICENSEE shall remove from the Premises all fixtures and personal property it constructed or brought upon the Premises during the term hereof and restore the Premises to its original, above-grade condition at or prior to the expiration of this Agreement. In case of the breach of this covenant, RAYONIER shall have the privilege of removing all fixtures and personal property and restoring the Premises to its original condition and LICENSEE shall be liable to RAYONIER for any and all expenses including attorney's fees and court costs incurred by RAYONIER in securing performance of this covenant.

22. LICENSEE shall not assign this Agreement without the prior written approval of RAYONIER. This Agreement shall not be recorded in the public records of any county.

23. This RIGHT of ENTRY PERMIT and LICENSE AGREEMENT embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged thereby, and then such waiver or consent shall be effective only for the specific instance and for the specific purpose for which given.

IN WITNESS whereof, this instrument has been executed by the parties whose hand is affixed hereto.

RAYONIER FOREST RESOURCES, L.P.,
By its Manager: **RAYONIER**
TIMBERLANDS MANAGEMENT, LLC.
P.O. Box 728, Fernandina Bch., FL 32035

By:  (sign)
Larry Davis (print)

As Its: Director, Eastern Forest Resources (title)

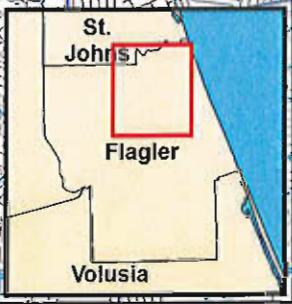
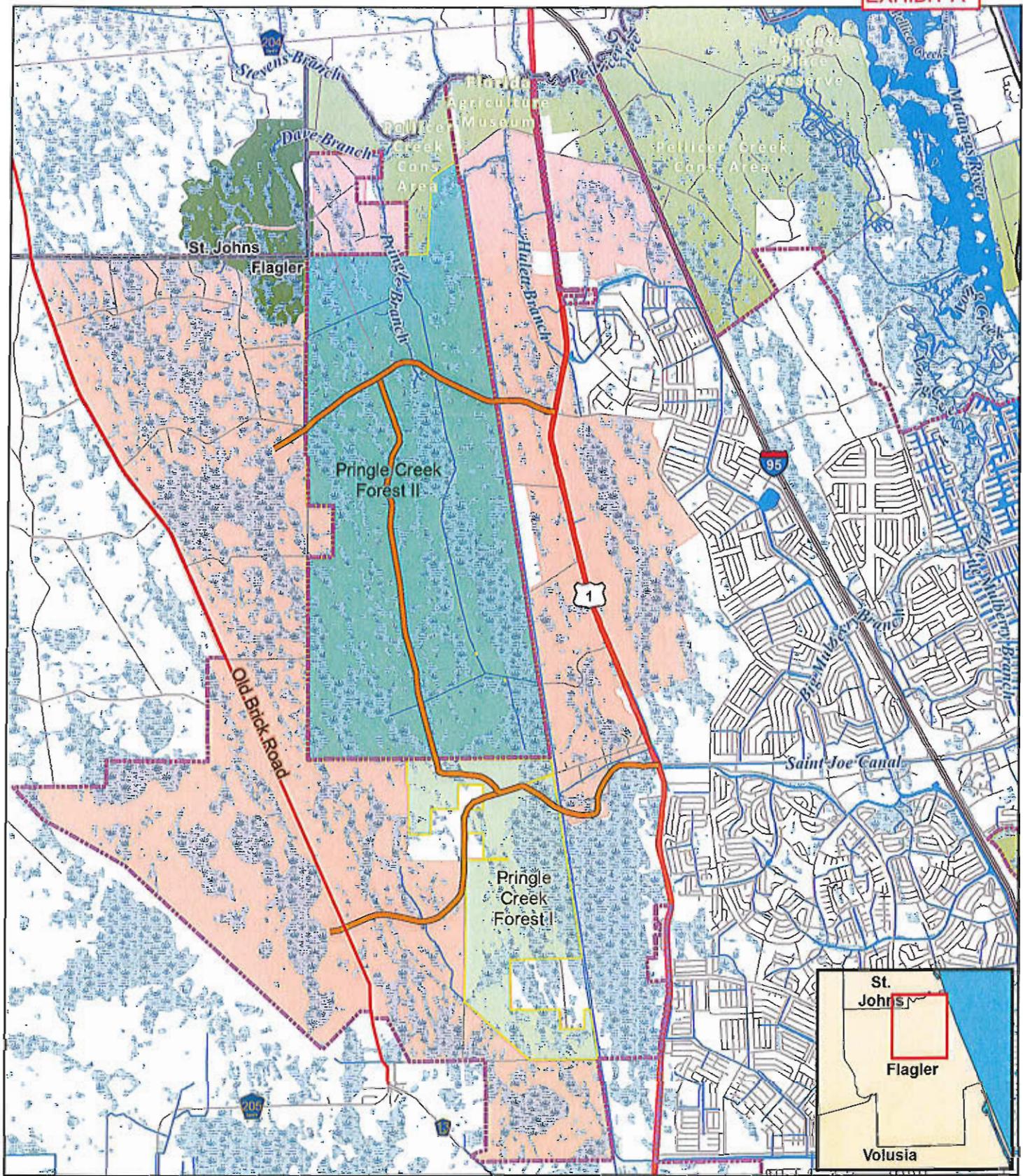
Date: 3-15-10

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
(LICENSEE)
1769 E. Moody Blvd., Bunnell, FL 32110

By: _____ (sign)
_____ (print)

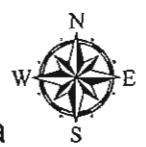
As Its: _____ (title)

Date: _____



Pringle Creek Forest

Flagler County, Florida



Pringle Creek Forest Management Prospectus

1. The management goals for the property.

The primary management goals for Pringle Creek Forest include the restoration of the onsite natural communities, providing public access and limited facilities for recreation, managing and controlling exotic invasive species, and protecting habitat for imperiled species.

The Pringle Creek Forest property consists of approximately 8,400 acres. The majority of the property (77%) is wetlands with the vast majority of uplands in silviculture and approximately 2,500 acres of the jurisdictional wetlands also in silviculture production. Flagler County desires to, over time, convert natural communities altered by commercial tree production into their historic natural communities.

Pringle Creek Forest is within the Guana Tolomato Matanzas National Estuarine Research Reserve's (GTMNERR) Coastal and Estuarine Land Conservation Program (CELCP) targeted watershed boundary. This will qualify the parcel for federal acquisition funding under CELCP. CELCP reserves fifteen percent of its appropriated funds for acquisitions within National Estuarine Research Reserves' targeted watersheds. Florida Forever listing is a prerequisite for funding through CELCP.

Additional management obligations and details will be presented in a later comprehensive land management plan. These obligations and details are not fully known at this time due to the grant obligations and restrictions that may arise with the use of CELCP funds. Currently the GTMNERR is an anticipated co-manager of the Pringle Creek Forest property, however, these obligations and restrictions may shape future management activities and partnerships.

2. The conditions that will affect the intensity of management.

Managing this property is not anticipated to require intense management due to the proposed activities.

3. An estimate of the revenue-generating potential of the property, if appropriate.

The revenue generating potential is limited to the harvesting of existing silviculture stands. At this time it is premature to speculate on the revenue potential as it is unknown whether the current owner intends to harvest merchantable timber as part of the purchase and sale terms.

4. A timetable for implementing the various stages of management and for providing access to the public, if applicable.

The timetable for implementing the intended uses of this property would begin immediately. It is anticipated that environmental studies and archaeological and cultural resource surveys would be initiated as part of or immediately following the acquisition process. The development of passive recreation plans, permitting and construction of the improvements would have a goal of initiation within 5 years.

5. A description of potential multiple-use activities as described in this section and s. 253.034.

Multiple use activities intended for this park will provide for the protection and preservation of the resource while providing public access. Planned multiple use activities include the protection of Pellicer Creek, public access for recreation, and lowintensity camping facilities.

6. Provisions for protecting existing infrastructure and for ensuring the security of the project upon acquisition.

No is presently on the property. Planned infrastructure includes the installation of restroom facilities and a parking facility, picnic tables, limited camping facilities, and nature trails with bird watching stations.

Flagler County Parks and Recreation will perform grounds keeping and maintenance on the facilities and improvements.

Flagler County Land Management will oversee the natural community restoration and maintenance.

Security will be provided by the Flagler County Sheriff's Office.

7. The anticipated costs of management and projected sources of revenue, including legislative appropriations, to fund management needs.

Development, operation, and maintenance costs for natural communities activities, passive recreation and camping will be provided by Flagler County via grants and general revenue funding.

8. Recommendations as to how many employees will be needed to manage the property, and recommendations as to whether local governments, volunteer groups, the former landowner, or other interested parties can be involved in the management.

The County will assume responsibility for managing the park utilizing existing staff. County Parks and Recreation personnel will maintain the park features and facilities and the Land Management Department will monitor and conduct natural resource activities. Volunteer and educational groups will be welcomed and encouraged to become involved in the management and care of the park.

Attachment 1 – Tax Parcel Numbers**North Tracts:**

PARCELID	OWN_NAME
29-10-30-0000-01020-0000	RAYONIER TIMBERLANDS OPERATING CO LP
30-10-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
20-10-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
09-11-30-0000-0102A-0020	RAYONIER TIMBERLANDS OPERATING CO LP
04-11-30-0000-01010-00B1	RAYONIER TIMBERLANDS OPERATING CO LP
06-11-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
17-10-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
32-10-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
08-11-30-0000-01010-0010	RAYONIER TIMBERLANDS OPERATING CO LP
19-10-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
47-10-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
07-11-30-0000-01010-0000	RAYONIER TIMBERLANDS OPERATING CO LP
05-11-30-0000-01010-0010	RAYONIER TIMBERLANDS OPERATING CO LP
31-10-30-0000-04020-0000	RAYONIER TIMBERLANDS OPERATING CO LP

South Tract:

PARCELID	OWN_NAME
28-11-30-0000-01020-0000	RAYONIER TIMBERLANDS ACQs. FOUR LLC
28-11-30-0000-04020-0000	RAYONIER TIMBERLANDS ACQs. FOUR LLC
29-11-30-0000-01010-0000	RAYONIER TIMBERLANDS ACQs. FOUR LLC
20-11-30-0000-01010-0000	RAYONIER TIMBERLANDS ACQs. FOUR LLC
21-11-30-0000-01010-0000	RAYONIER TIMBERLANDS ACQs. FOUR LLC
16-11-30-0000-01010-0000	RAYONIER TIMBERLANDS ACQs. FOUR LLC
17-11-30-0000-01030-0000	RAYONIER TIMBERLANDS ACQs. FOUR LLC

Pellicer Creek
Conservation Area

North A
1,667 acres

North B
4,924 acres

CR13

95

1

FEMA Flood Zones

-  100 year
-  North A
-  North B
-  Full Fee
-  Joint Fee
-  Less Than Fee
-  Other Public Lands

**Pringle Creek Forest
Flagler County
2009 Digital Imagery**



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Pellicer Creek Conservation Area

North A
1,667 acres

North B
4,924 acres

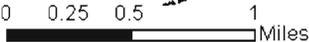
CR13

95

1

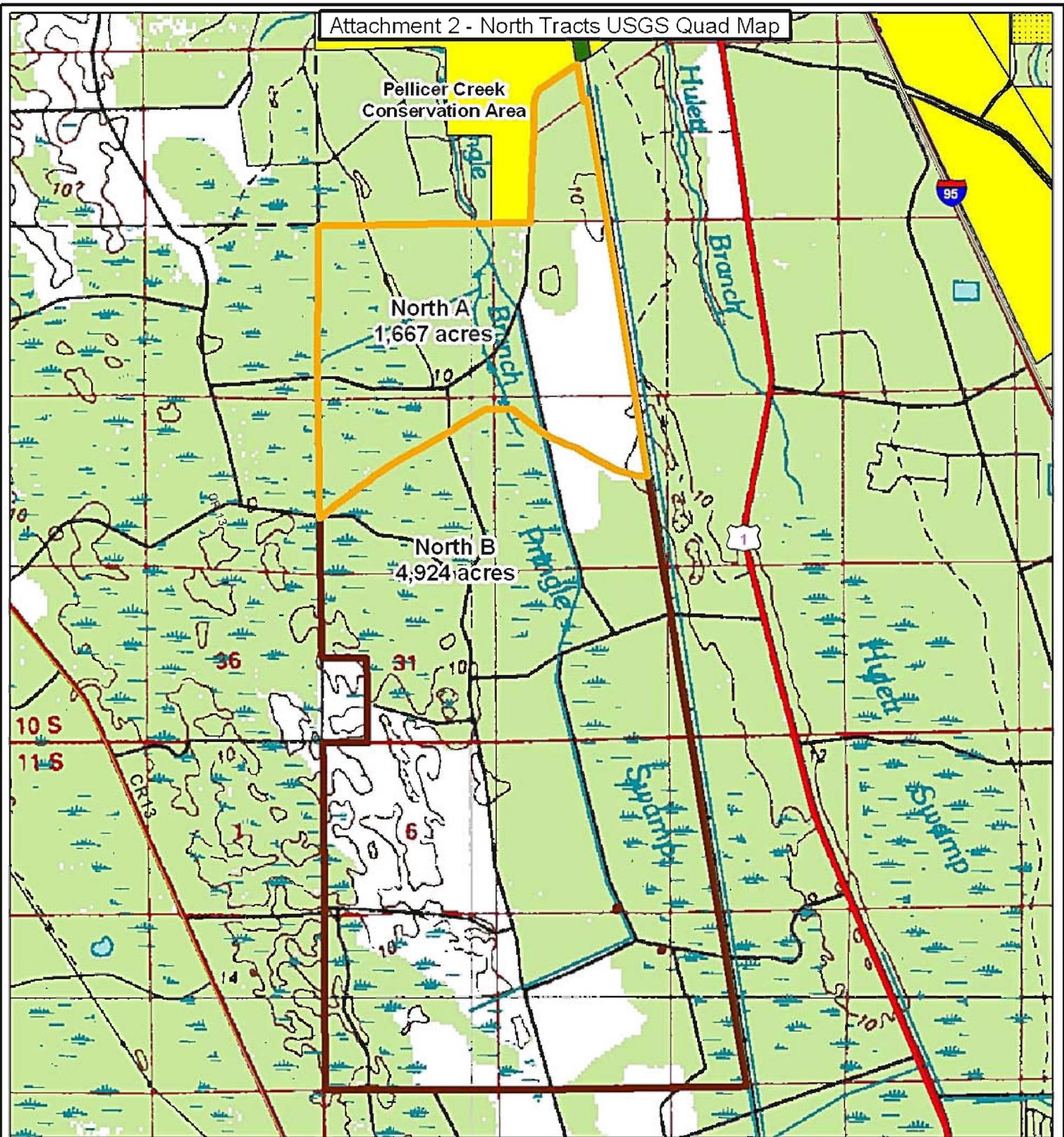
-  North A
-  North B
-  Full Fee
-  Joint Fee
-  Less Than Fee
-  Other Public Lands

**Pringle Creek Forest
Flagler County
2009 Digital Imagery**



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**Pringle Creek Forest
Flagler County
USGS Quad Map**

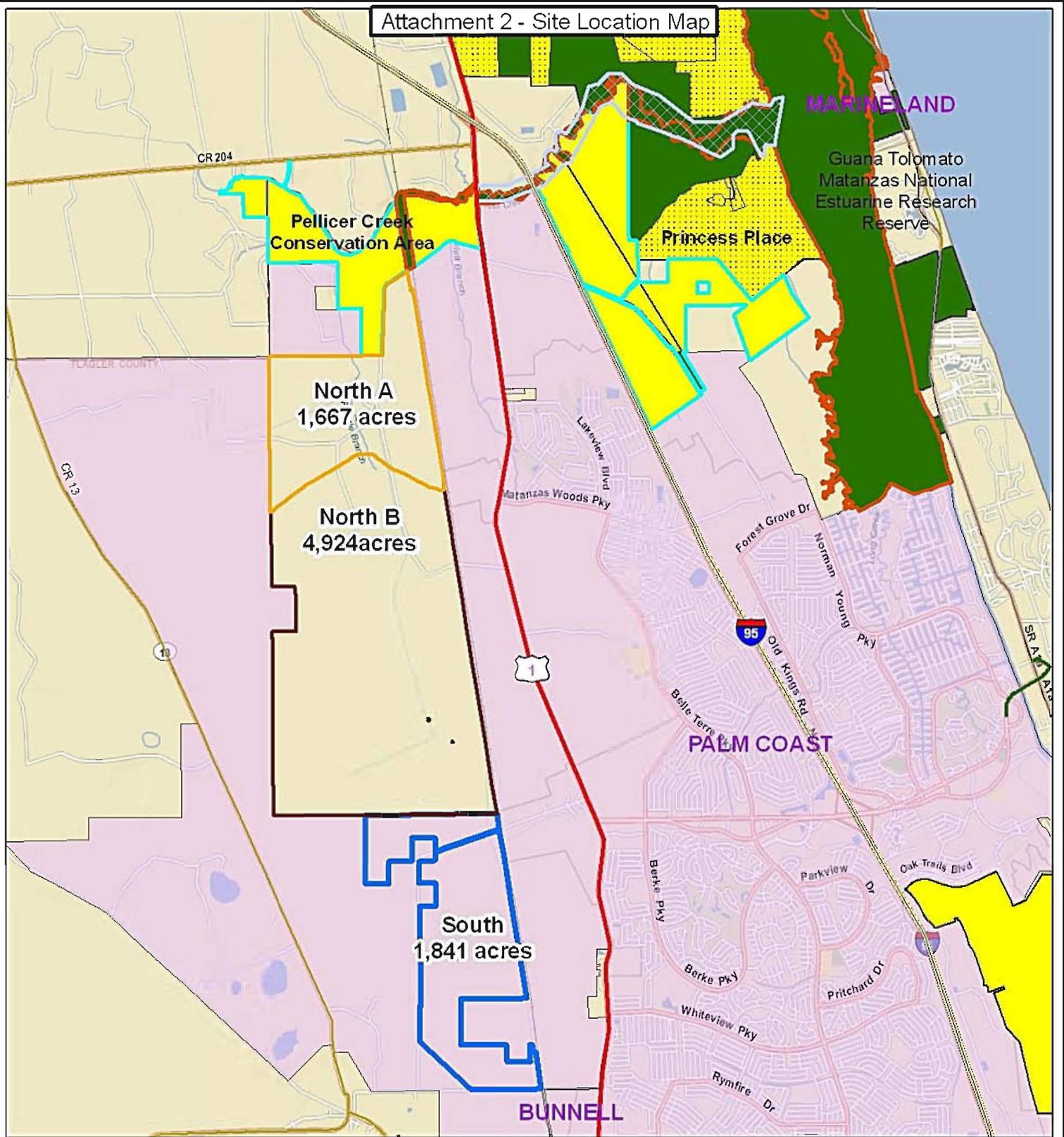
-  North A
-  North B
-  Full Fee
-  Joint Fee
-  Less Than Fee
-  Other Public Lands



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Attachment 2 - Site Location Map

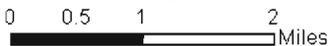


**Pringle Creek Forest
Flagler County**



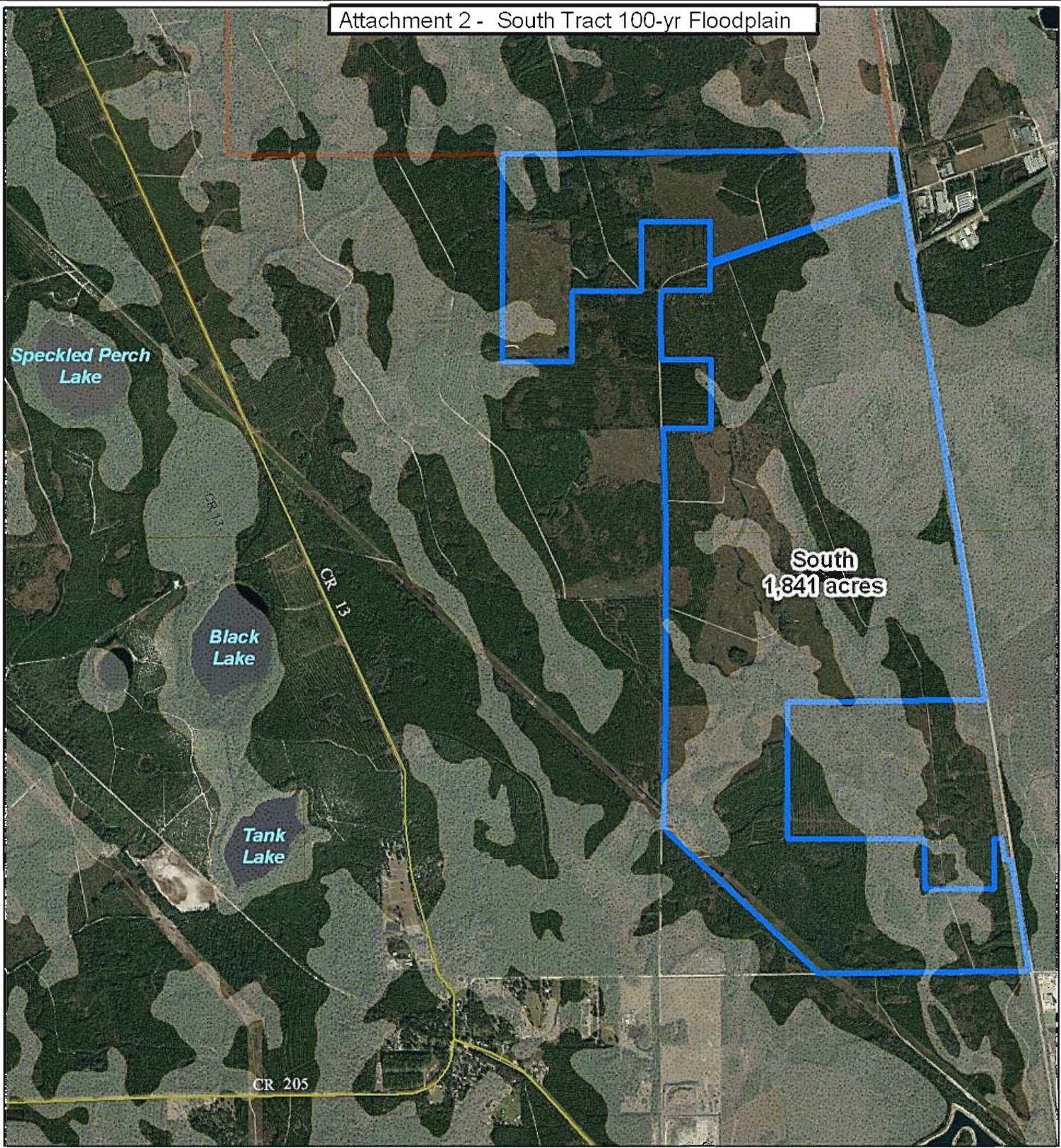
- North A
- North B
- South
- Full Fee
- Joint Fee
- Less Than Fee
- Other Public Lands
- Cities 2008

- Pellicer Creek Aquatic Preserve
- Guana Tolomato Reserve
- Pellicer Creek Conservation Area



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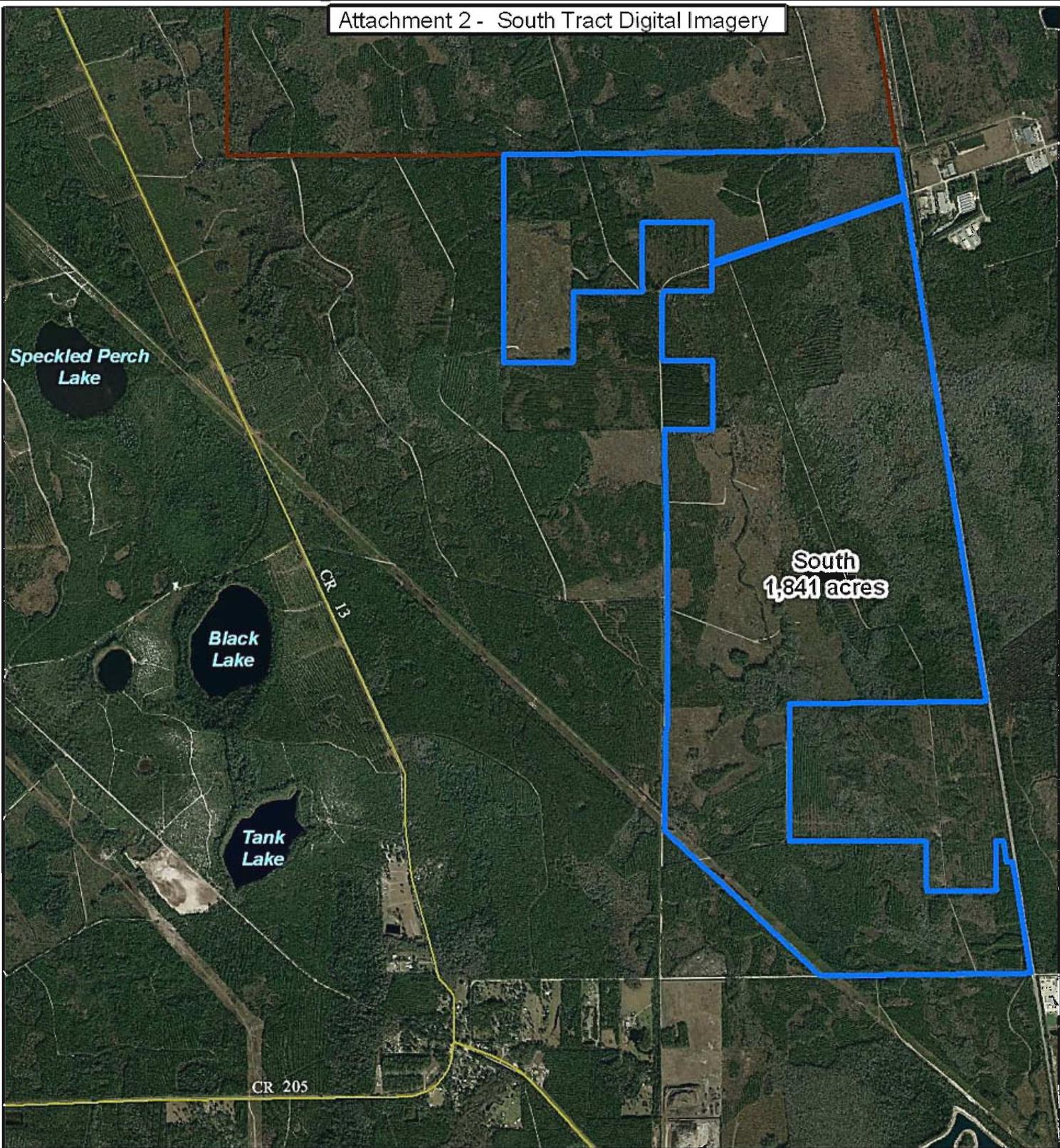
**Pringle Creek Forest
Flagler County
2009 Digital Imagery**

- FEMA Flood Zones
-  100 year
 -  South
 -  North B



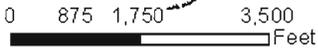
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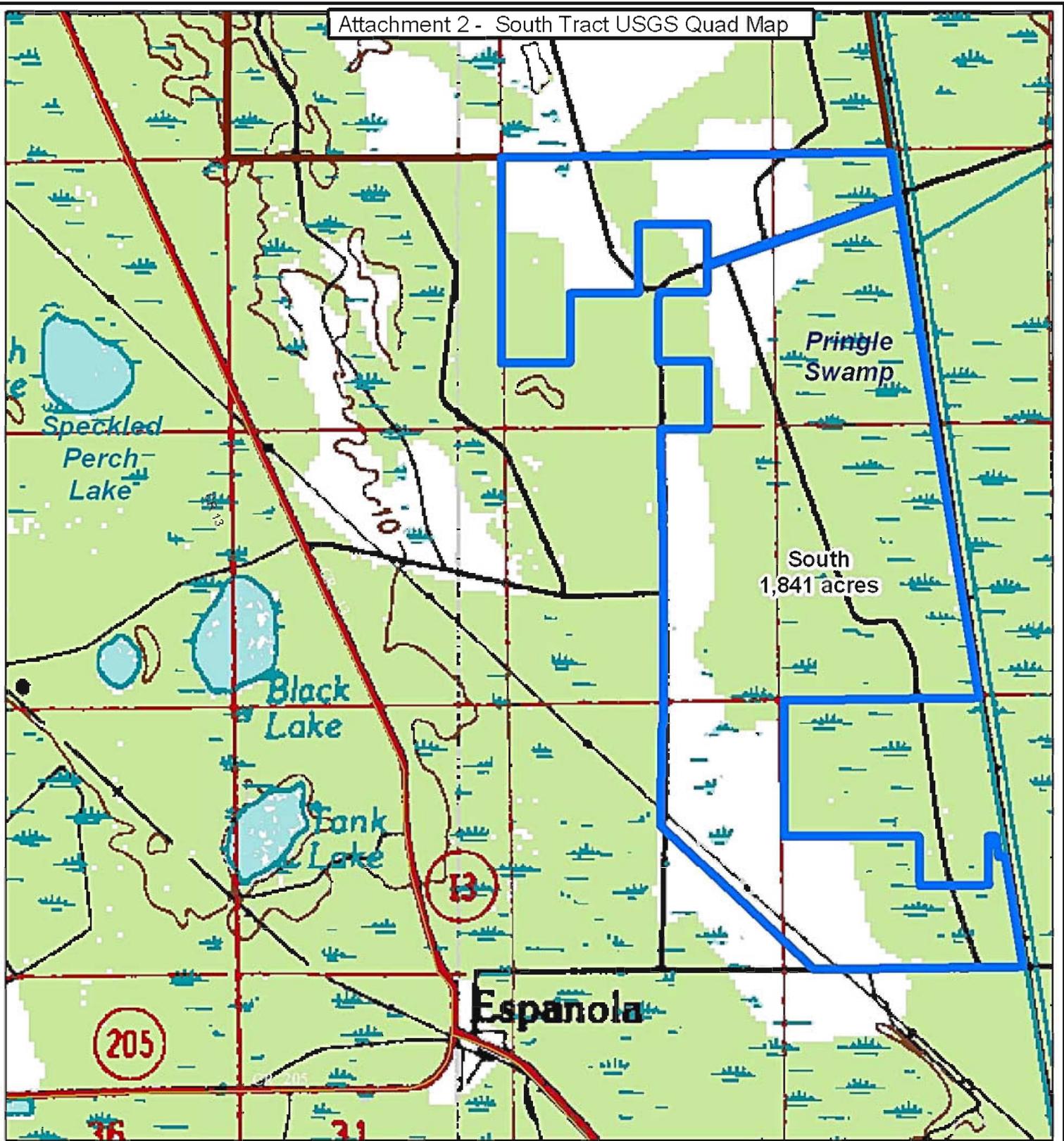
-  South
-  North B

**Pringle Creek Forest
Flagler County
2009 Digital Imagery**



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**Pringle Creek Forest
Flagler County
USGS Quad Map**

-  South
-  North B



0 875 1,750 3,500 Feet

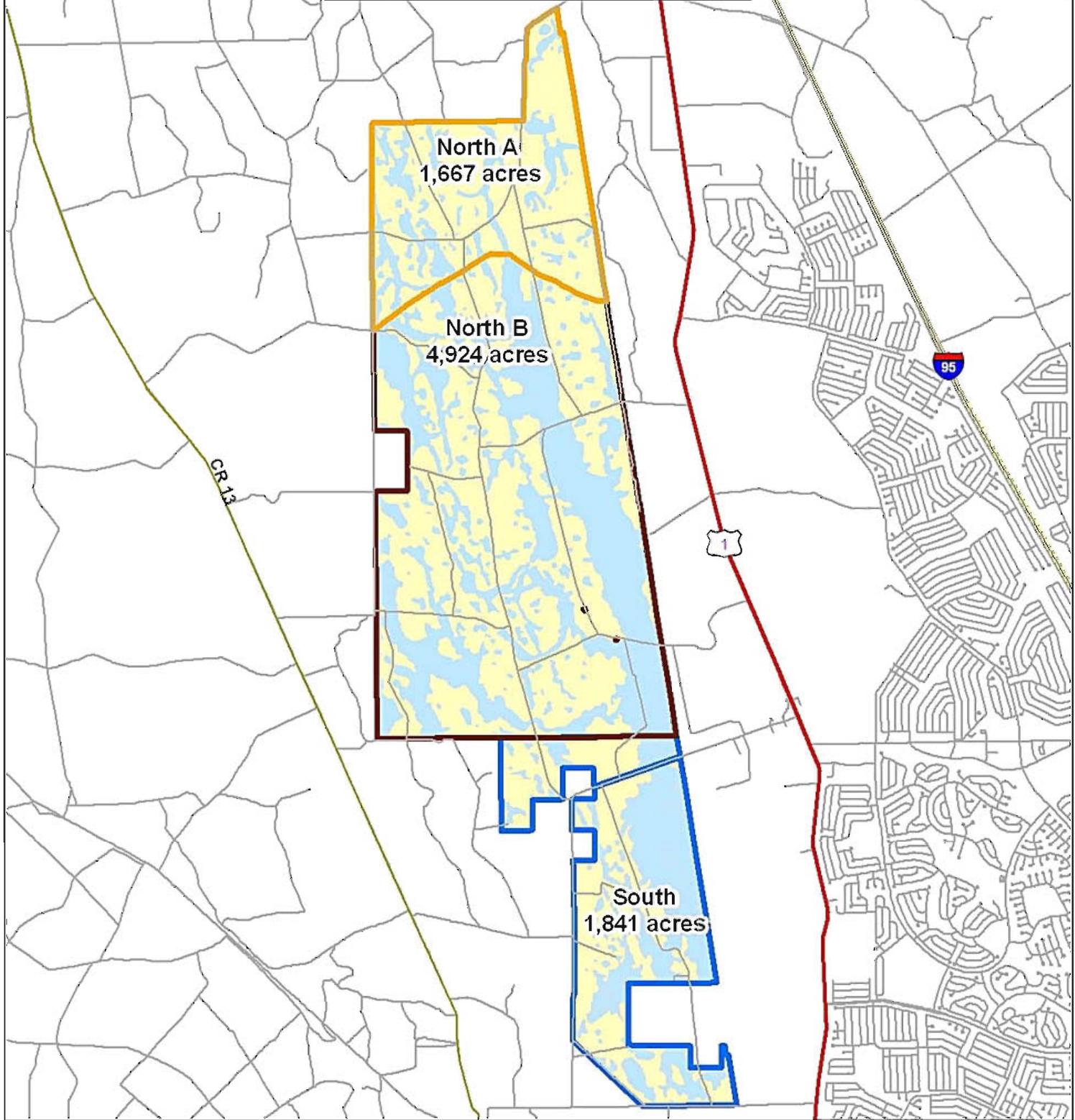
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Attachment 3 – Acreage Table

Tract	Approx. Acres	Approx. Uplands	Approx. Wetlands	Adjacency to Public Lands	Adjacency to Water Bodies
North Tract A	1,667	74.7%	25.3%	SJRWMD's Pellicer Creek Conservation Area	Pringle Branch; Pringle Swamp along east of Property
North Tract B	4,924	59.2%	40.8%	City of Palm Coast well sites	Pringle Swamp along east side of Property
South Tract	1,841	60.0%	40.0%	City of Palm Coast well sites	Pringle Swamp along east side of Property
Total Property	8,432	61.8%	38.3%	-----	-----

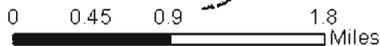
Attachment 3 - Uplands - Wetlands Map



**Pringle Creek Forest
Flagler County
NWI Wetlands Map**

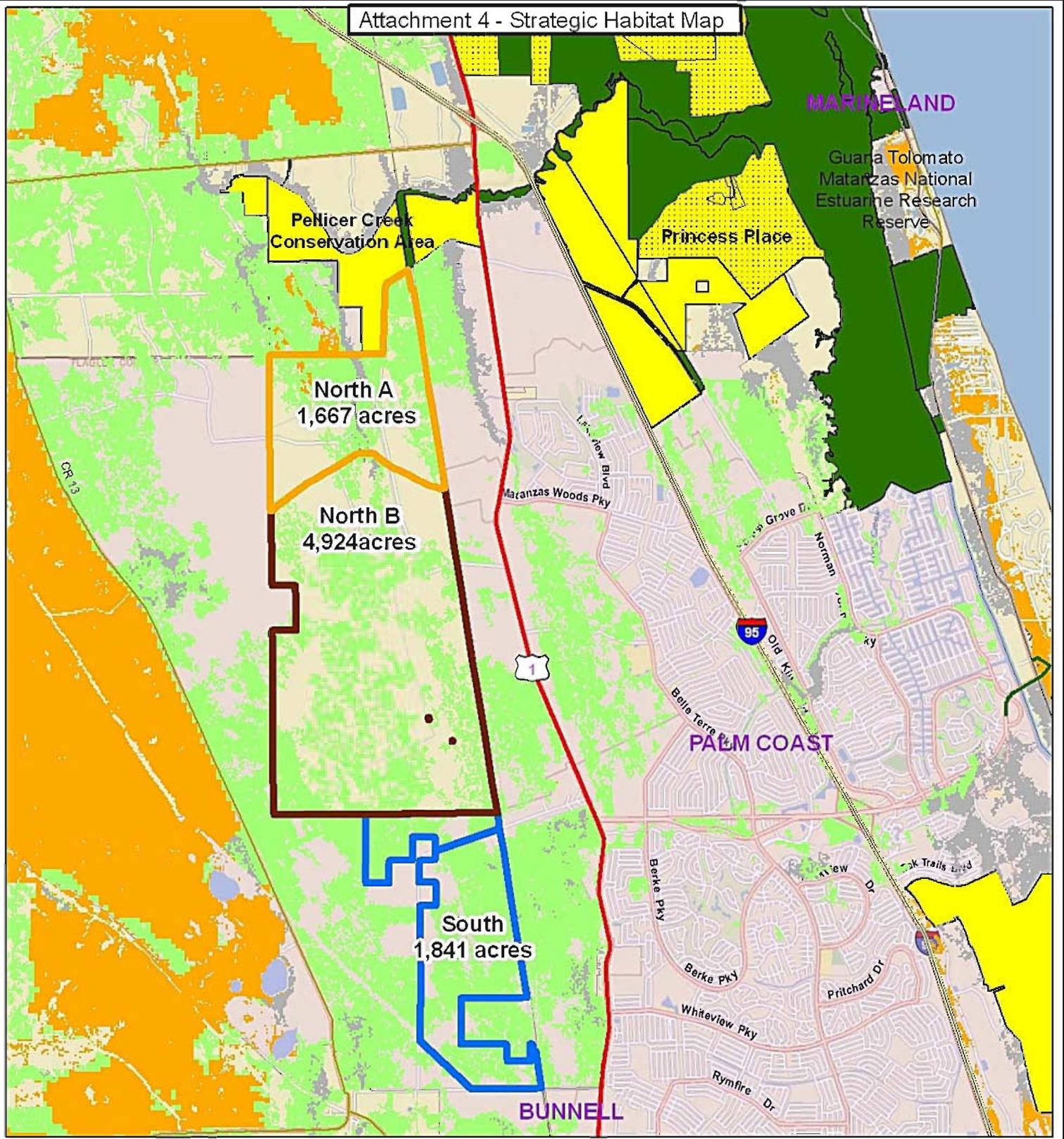
**Pringle Creek Forest
NWI Wetlands**

-  Probable jurisdictional wetlands
-  Probable uplands



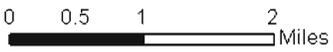
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-  North A
-  North B
-  South
-  Full Fee
-  Joint Fee
-  Less Than Fee
-  Other Public Lands
-  Cities 2008

**Pringle Creek Forest
Flagler County**



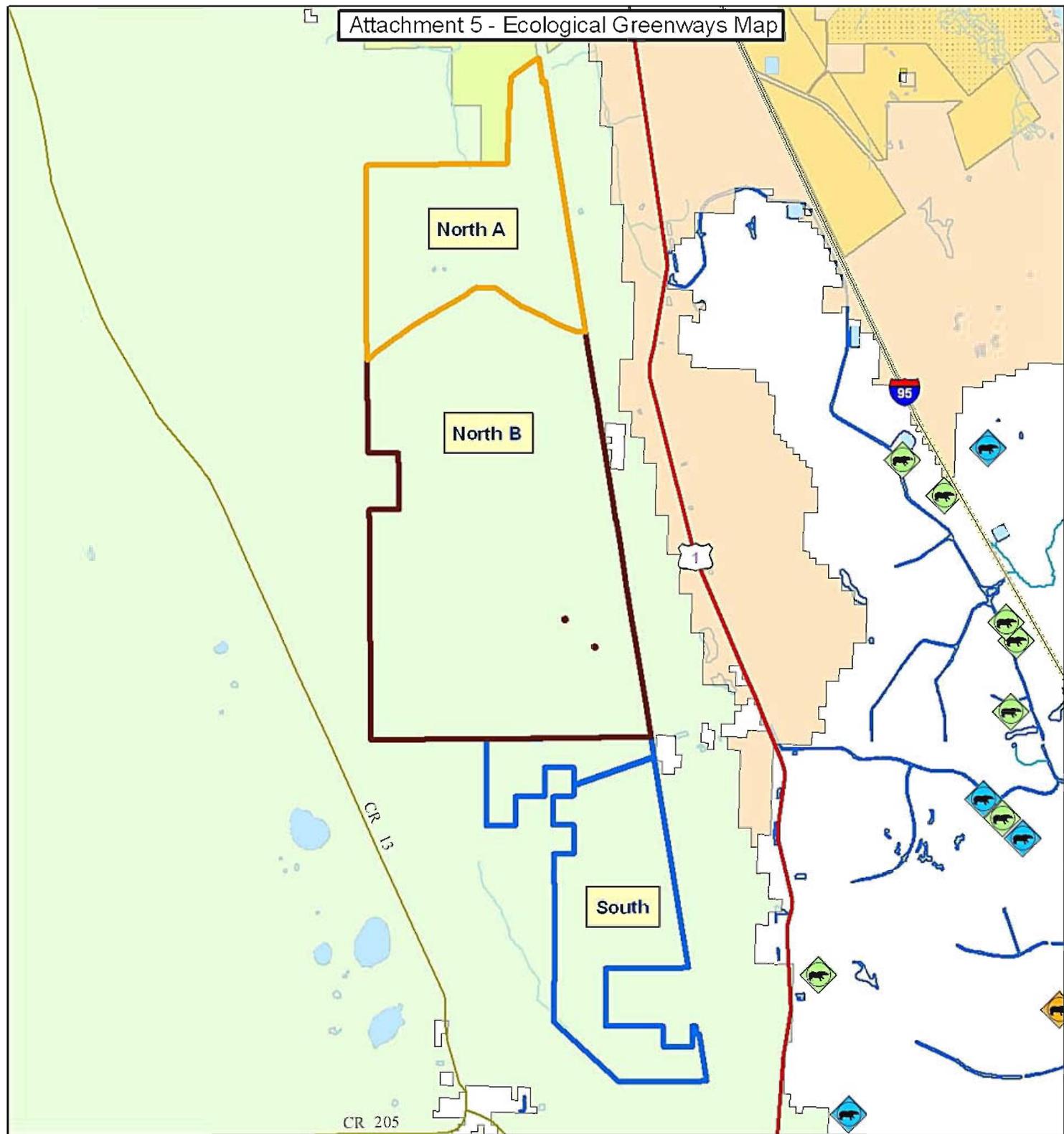
Strategic Habitat (FWC 2009)

-  Priority 1
-  Priority 2
-  Priority 3
-  Priority 4
-  Priority 5

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Attachment 5 - Ecological Greenways Map



Florida Ecological Greenways Network Critical Linkages

Prioritization/Tom Hodor

- 1
- 2
- 3
- 4
- 5
- 6

North A

North B

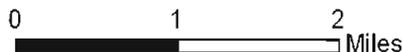
South

SJRWMD Full Fee

SJRWMD Joint Fee

SJRWMD Conservation Easements

Pringle Creek Forest
Flagler County



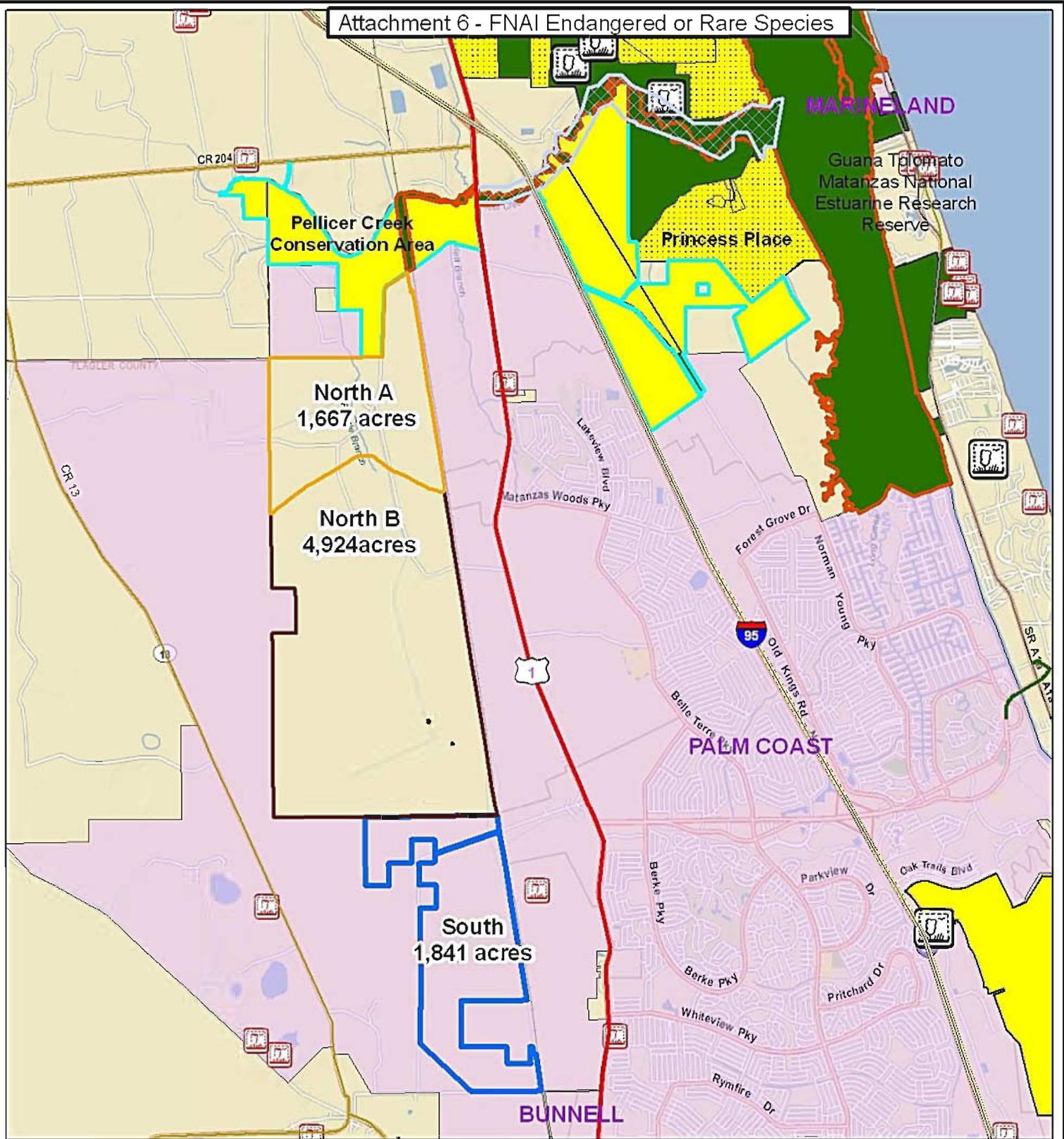
Black Bear (FL FWCC)

- IN AREA
- IN FEED, IN FEEDER
- IN YARD
- PROPERTY DAMAGE
- Bear Roadkill

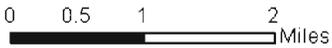
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Attachment 6 - FNAI Endangered or Rare Species



**Pringle Creek Forest
Flagler County**



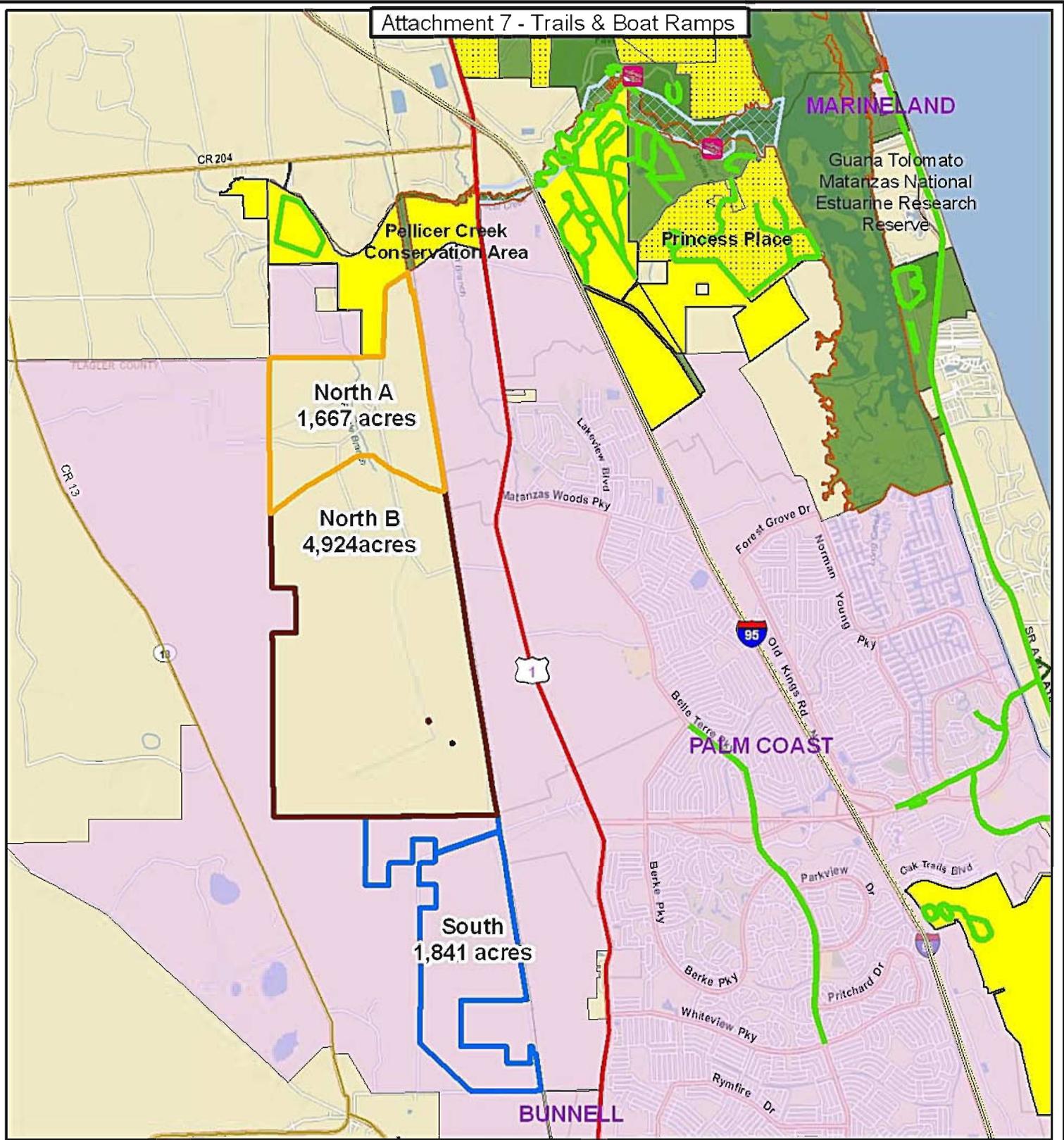
**FNAI Endangered or Rare
Species Occurrence,
March 2008**

- Natural Community, < 5 acres
- Natural Community, >= 5 acres
- Pellicer Creek Aquatic Preserve
- Guana Tolomato Reserve
- Pellicer Creek Conservation Area

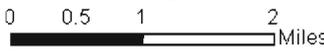
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Attachment 7 - Trails & Boat Ramps



**Pringle Creek Forest
Flagler County**



- North A
- North B
- South
- Full Fee
- Joint Fee
- Less Than Fee
- Other Public Lands
- Cities 2008

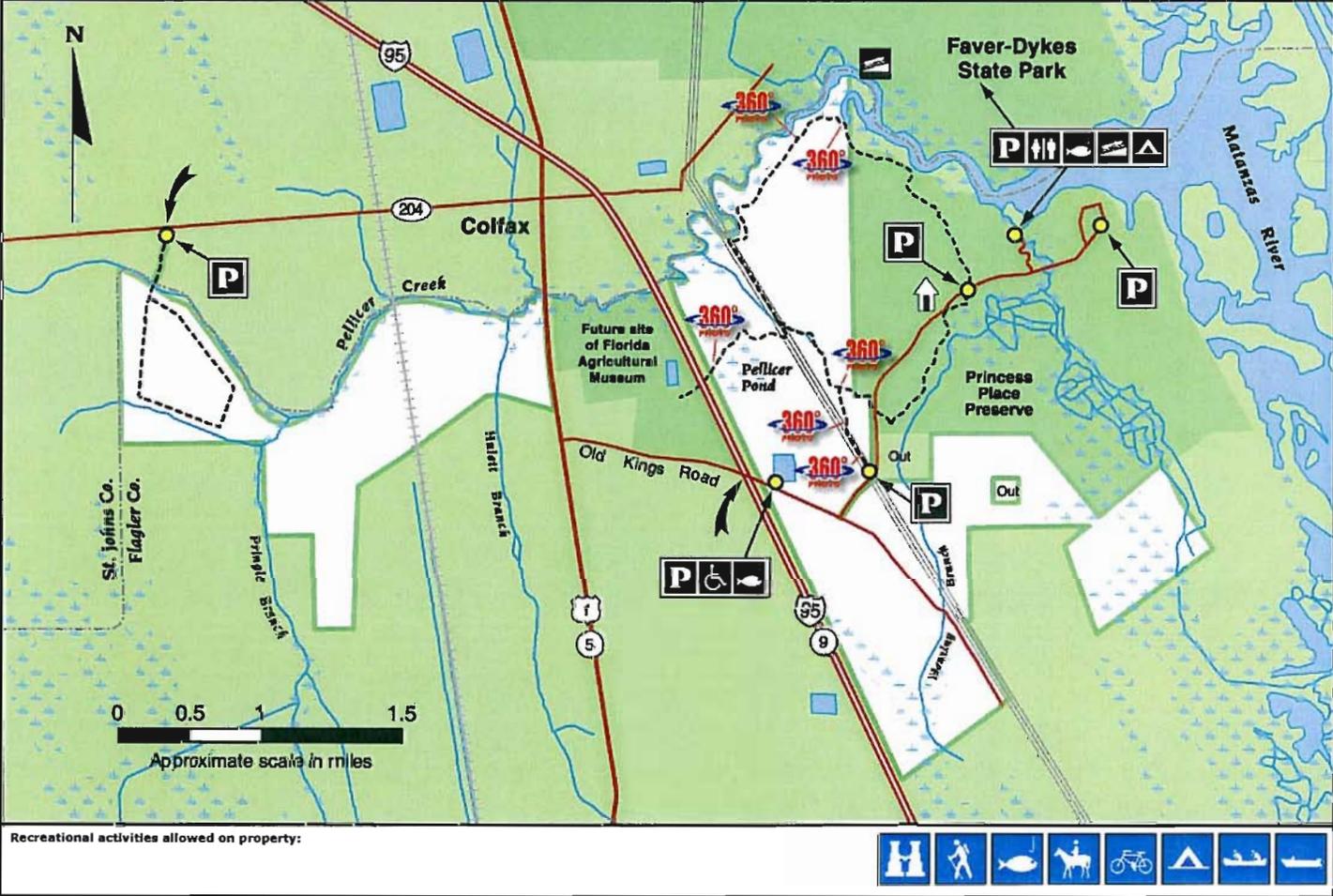
- Boat Ramps
- UF Geo Plan Center
September 2008
- Existing Recreational Trails
- Guana Tolomato Reserve
- Pellicer Creek Aquatic Preserve

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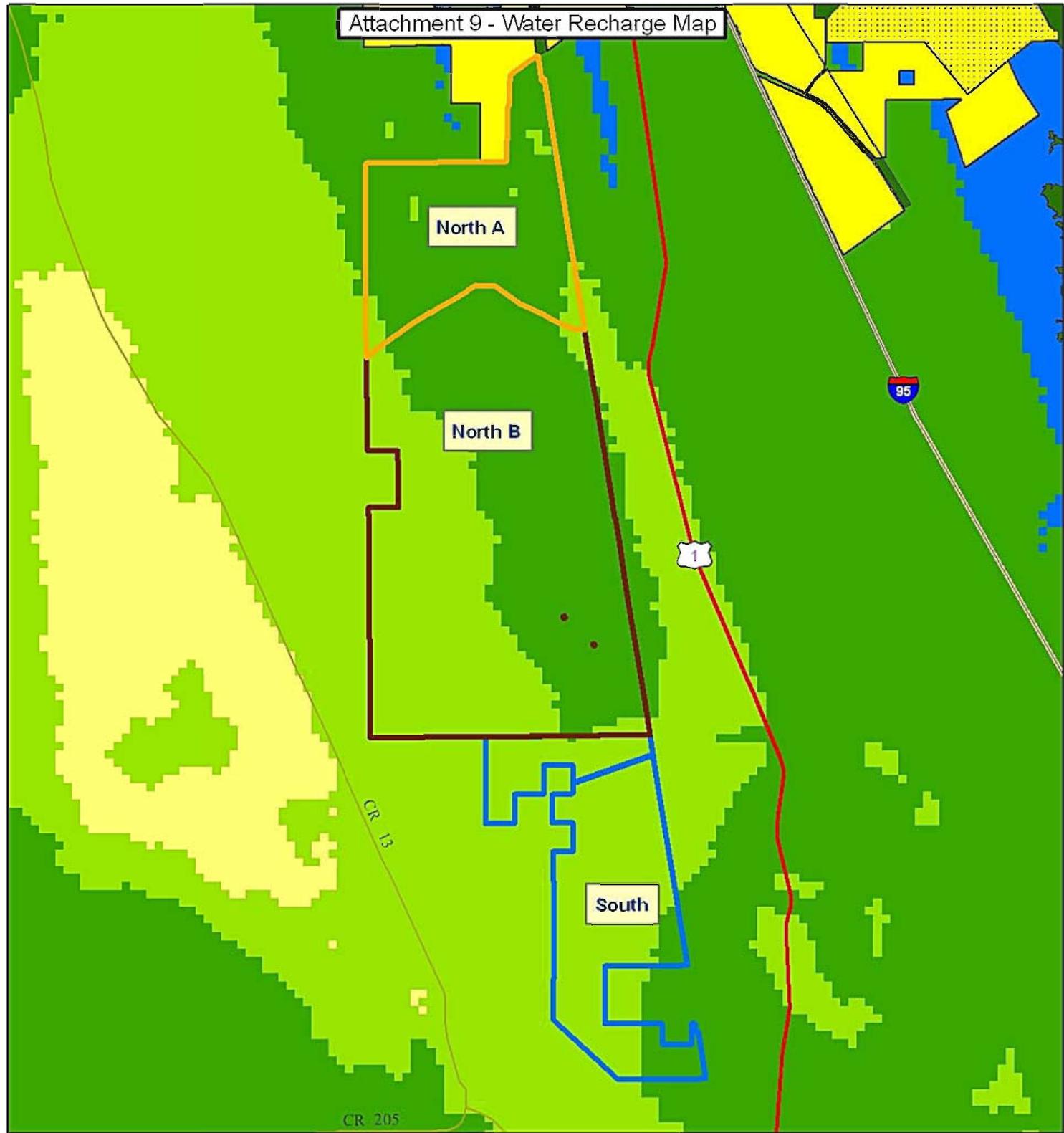


**Attachment 8 – SJRWMD Pellicer Creek
Conservation Area Recreation Map**

Pellicer Creek Conservation Area
Property map

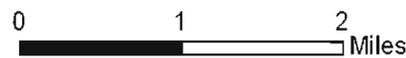


Attachment 9 - Water Recharge Map



- North A
- North B
- South
- SJRWMD Full Fee
- SJRWMD Joint Fee
- SJRWMD Conservation Easements
- Other Public Lands

**Pringle Creek Forest
Flagler County**



- RECHARGE 2005**
RECH_RANGE
- Discharge Area
 - 0 - 4 In/Yr
 - 4.001 - 8 In/Yr
 - 8.001 - 12 In/Yr
 - 12.001 - 20 In/Yr
 - More than 20 In/Yr

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