

**Conservation Easement Monitoring Report**

**Seven Runs Creek Property (SR-001)  
Walton County, Florida**

**February 2021**

Submitted to

**Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, Mail Station 115  
Tallahassee, Florida 32399-3000**

Produced by

**Florida Natural Areas Inventory  
1018 Thomasville Road, Suite 200-C  
Tallahassee, FL 32303**

**[FNAI website: www.fnai.org](http://www.fnai.org)**



## EXECUTIVE SUMMARY

Florida Natural Areas Inventory conducted a conservation easement monitoring inspection at the Seven Runs Creek Property for the Florida Department of Environmental Protection (DEP). The property comprises 1,103.5 acres in two disjunct parcels approximately eleven miles south of Ponce de Leon, Florida, and two miles west of the Choctawhatchee River. State Road (SR) 81 forms the eastern boundary of the property. The larger northwestern parcel is 1,018.6 acres, and the southeastern parcel is 84.9 acres. The conservation easement was acquired by the Florida Board of Trustees on August 29, 2011. Prior to the site inspection Florida Natural Areas Inventory reviewed the Baseline Documentation Report (BDR) and monitoring reports from 2012, 2013, 2015, and 2017. The inspection was conducted on February 2, 2021.

The Seven Runs Creek Property is composed primarily of uplands with a recent history of commercial pine production and agriculture. Currently most of these uplands are planted longleaf pine stands. Although stands of off-site pines and old clearcuts remain, all dense stands (totaling about 78 acres) have been either cleared or heavily thinned and planted with longleaf pine. Controlled burns are being utilized to facilitate restoration of natural functions to these uplands which were historically a mix of sandhill and upland pine communities. The remaining uplands are sandhill and hardwood areas that do not appear to have changed since the BDR. The property is bisected by Seven Runs Creek and its small seepage stream tributaries. These appear to be in good condition.

Existing infrastructure consists of an old pivot irrigation apparatus and well, vehicle trails, perimeter fences, access gates, and culverts. No significant changes to this infrastructure have occurred since the baseline inventory.

The invasive exotics cogon grass (*Imperata cylindrica*) and Japanese climbing fern (*Lygodium japonicum*) continue to be treated by the manager. Both species appear to be in a maintenance condition; they are not aggressively overtaking native vegetation but will require continued treatment. No other exotic species were found during the site inspection.

Four tracked plant species and three tracked animal species are documented on or very near the Seven Runs Creek Property: Baltzell's sedge (*Carex baltzellii*), serviceberry holly (*Ilex amelanchar*), mountain laurel (*Kalmia latifolia*), pineland hoary-pea (*Tephrosia mohrii*), gopher tortoise (*Gopherus polyphemus*), eastern diamondback rattlesnake (*Crotalus adamanteus*), and Florida pine snake (*Pituophis melanoleucus mugitus*). The property is a gopher tortoise recipient site regulated by FWCC. No significant changes appear to have occurred with any of the rare species' populations.

## GENERAL EASEMENT INFORMATION

**Has the inspection team received and reviewed the following documents which should be required to conduct this inspection:**

- 1. Conservation easement: Yes**
- 2. Easement Documentation Report: Yes**
  - a. Attach a copy of all prohibited uses as specified in the Easement Documentation Report. **Have you reviewed these before commencing inspection Yes**
  - b. Attach a copy of all reserved rights as specified in the Easement Documentation Report. **Have you reviewed these before commencing inspection Yes**
- 3. Last inspection report: Yes**
- 4. Location of photopoints and copies of photos from last inspection or BDR: Yes**

**Date(s) of Inspection:** February 2, 2021

**Date(s) of Last Inspection:** November 8, 2017

**Location:** Seven Runs Creek Property, Walton County, FL (Figure 1)

**Acreage:** Approximately 1,104 acres

**Date Easement Acquired:** August 29, 2011

**Name and Address of Owner at Acquisition:** M. C. Davis  
11490 Emerald Coast Parkway  
Suite 300, Box 3  
Miramar Beach, FL 32550

**Name and Address of present owner (if different):** Stella Davis 2015 Plantation Trust  
4405 Commons Drive East  
Destin, FL 32541

**Length of Time in Present Ownership:** 17-18 years. Most of the property was purchased on July 12, 2002. A smaller portion was purchased in a separate acquisition on October 31, 2003.

**Names of Members of Inspection Team:** Kim Alexander and Katy NeSmith

**Was Landowner or Agent present? Yes If not, name and address of representative and identify permission given:** Matt Aresco, Conservation Director, and Becca Cozad, Research Biologist, were present for the interview, but were not present during the site inspection.

**Ensure that you have several copies of the most recent aerial photo/image of this site before commencing so you can record the location of changes. (Note date and source of aerial images here** 2019 NAIP Digital Ortho Quarter Quads (DOQQs) aerial photography was used for this evaluation.

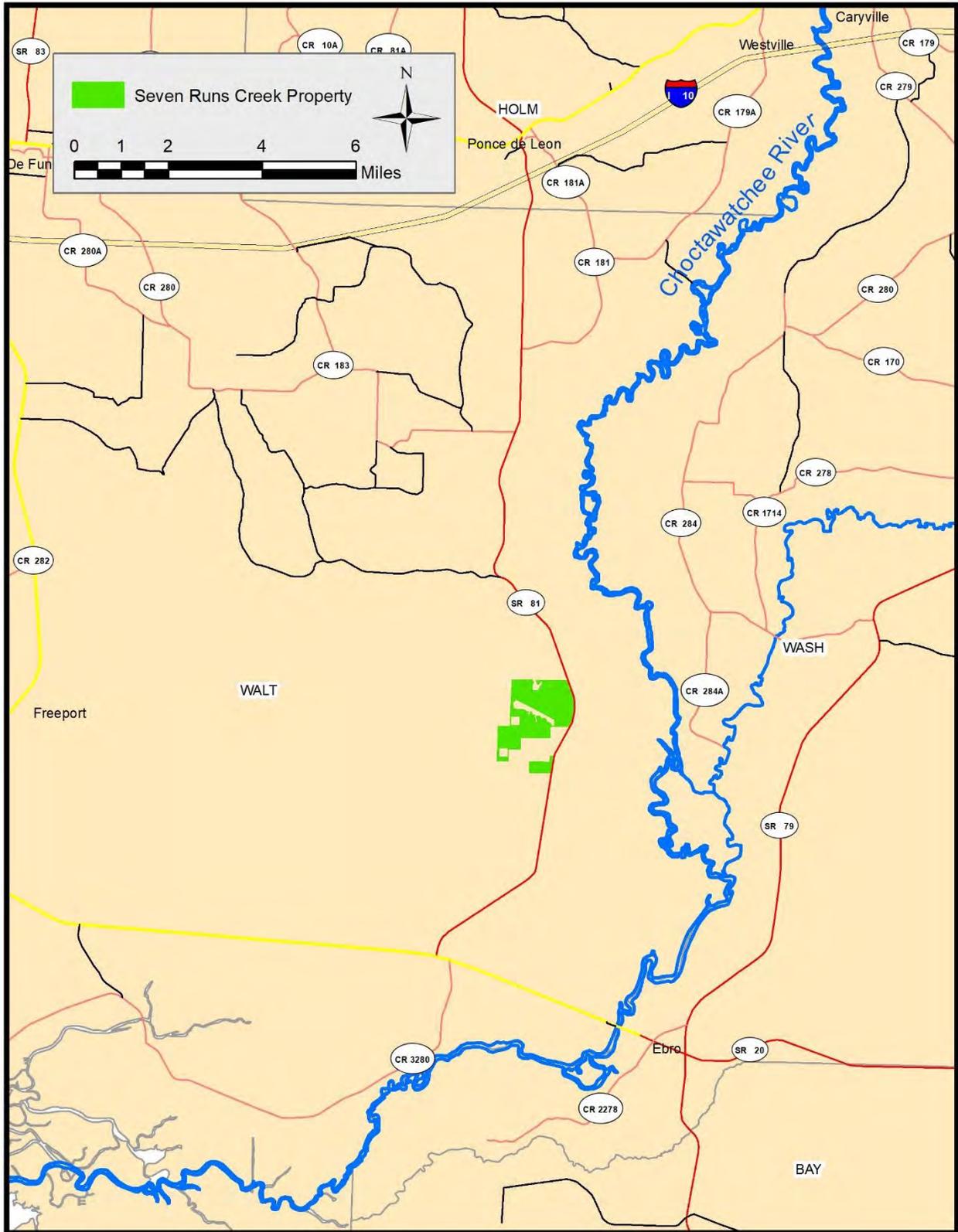


Figure 1. Location of the Seven Runs Creek Conservation Easement property in Walton County.

## RESOURCES AND INFRASTRUCTURE

### Natural Communities Acreage (use FNAI natural community classification)

Table 1 lists the acreages of natural communities on the Seven Runs Creek Property as determined by the BDR. Although most of the uplands have been significantly altered by past silvicultural and agricultural uses, current management activities are in the process of restoring these communities to their historic condition. These uplands are all classified as “forest regeneration.” At the time of the baseline inventory, 52 acres were old clearcuts, 353 acres were planted with longleaf pine, 28 acres were thinned off-site pine stands, and 78 acres were dense off-site pine stands. Prior to the 2012 inspection, about 50 acres of dense off-site pines had been thinned, and 23.5 acres had been clearcut and either burned or scalped in preparation for longleaf pine planting. Since 2012, about 4 acres of dense slash pines were clearcut near SR 81 and replanted with longleaf pines. Planted longleaf pine areas are now showing rapid growth (Photopoint 7), and there is also significant growth of regenerating off-site pines on the northern side of the property. In 2013, a prescribed burn in a large area of densely planted longleaf pines resulted in significant pine mortality. Those areas have since been replanted with young longleaf pines which are growing quickly.

The remaining uplands are sandhills with little or no pine canopy and hardwood forests that line the several seepage streams that traverse the property. The successional oak canopy in these areas is getting large (Photopoint 57), but otherwise no significant changes to these or any of the wetland natural communities were noted during this site inspection. The creek systems and associated steepheads appeared to be in good condition.

Table 1. Natural Communities on Seven Runs Creek Property, as determined in the BDR.

FLUCCS Code	FNAI Classification	BDR Acreage
4430	Forest Regeneration	527.9
3200 4100 4210	Sandhill	137.3
4340	Upland Mixed Woodland	189.5
6300	Baygall	161.4
6140 6460	Shrub Bog	68.5
4200	Upland Hardwood Forest (Slope Forest in BDR)	8.9
6250	Wet Flatwoods	8.4
6410	Wet Prairie	1.6
	<b>TOTAL</b>	<b>1103.5</b>

**Ruderal Areas**

The baseline inventory did not map any ruderal areas on the Seven Runs Creek Property. A small ditch was noted on in the northeastern corner of the property draining south into the Seven Runs Creek floodplain. No changes to this ditch were noted during this site inspection.

**Existing Infrastructure**

Existing infrastructure consists of an old pivot irrigation apparatus and well, vehicle trails, perimeter fences, access gates, and culverts. The manager reports that the well has been capped. All loose debris on the property has been removed. In 2016-2017, two new vehicle trails were established through an area of densely planted longleaf pine. These were constructed as access to two new well houses located in outparcels. No other changes to infrastructure have occurred since the baseline inventory.

## MONITORING TOPICS

***Describe any significant qualitative changes in the condition of existing natural terrestrial and wetland communities that have occurred since the BDR or the last inspection report. Note any recent burns (prescribed or otherwise), overgrowth from fire suppression, changes in exotic plant infestation, changes in topography, significant harvesting of trees, or other changes. Document significant changes with photography.***

Comments: As noted in the Natural Community Acreage section, several areas of dense loblolly pine (“Forest Regeneration”) have been either thinned or clearcut. Since the baseline inventory, about 50 acres of dense planted pines have been thinned and burned, and 23.5 acres have been clearcut and burned or scalped in preparation for longleaf pine planting. Uplands are regularly burned, according to the manager. A further 4 acres of slash pines were clearcut prior to the 2013 inspection. In 2017, 34 acres of densely planted longleaf pines were thinned. Timber loading areas for these operations were burned and are beginning to recover vegetation (Photopoint 65).

No significant qualitative changes to the natural uplands or any of the wetland natural communities were noted during this site inspection. The creek systems and associated hardwood forested slopes appear to be in good condition.

***Existing status of exotic or non-native plant species and any changes in distribution of species observed.***

Comments: The baseline inventory report noted the occurrence of cogon grass (*Imperata cylindrica*) and Japanese climbing fern (*Lygodium japonicum*) on the Seven Runs Creek Property. Dr. Aresco reports that cogon grass infestations are actively sprayed. Japanese climbing fern persists on the property, but treatment is ongoing. Both species appear to be in a maintenance condition; they are not aggressively overtaking native vegetation but will require continued treatment.

***Note any observations of endangered and/or threatened species and any relevant observations of changes in their habitat on the easement property.***

Comments: Several endangered and threatened species are known from the property (Table 2). The baseline inventory report lists several other rare species as occurring on the Seven Runs Creek Property (Table 1 of the BDR), but these appear to be documented only on the Nokuse Plantation Property. Locations of rare species documented in the FNAI BIOTICS database are shown in Figure 2.

The central portion of the property just south of Seven Runs Creek is a gopher tortoise recipient site on which 459 tortoises (257 adults and 202 juveniles) were placed. In July, 2012, the temporary silt fencing surrounding this relocation site was removed. Dr. Aresco reports that tortoises are expanding into the sandhill to the south of the recipient site. An active tortoise burrow was observed in the area during the 2021 inspection.

The patch of native sandhill groundcover in the central portion of the property south of Seven Runs Creek is in good condition. The hardwood forested creek slopes on which Baltzell's sedge, serviceberry holly, and mountain laurel occur are in excellent condition. Large patches of Baltzell's sedge were seen in two locations, and many mountain laurels were observed near Seven Runs Creek during the 2013 inspection.

Table 2. Endangered and threatened species on Seven Runs Creek Property.

Species	Common Name	Fed Status	State Status	Notes
<i>Carex baltzellii</i>	Baltzell's sedge	N	LT	Documented on site
<i>Ilex amelanchier</i>	serviceberry holly	N	LT	Very probable on site; occurrence just off property in adjoining hardwood forest
<i>Kalmia latifolia</i>	mountain laurel	N	LT	Documented on site
<i>Tephrosia mohrii</i>	pineland hoary-pea	N	LT	Documented on site
<i>Gopherus polyphemus</i>	gopher tortoise	N	ST	Documented on site
<i>Crotalus adamanteus</i> †	eastern diamondback rattlesnake	N	N	Documented on site. Seen traveling onto property from road during the 2012 site inspection.
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake	N	ST	very probable on site; recorded just off site in adjoining MC Davis lands
<i>Sciurus niger niger</i> *	southeastern fox squirrel	N	N	Documented on site. Erroneously reported <i>S. n. shermanii</i> in the BDR – Table 1.

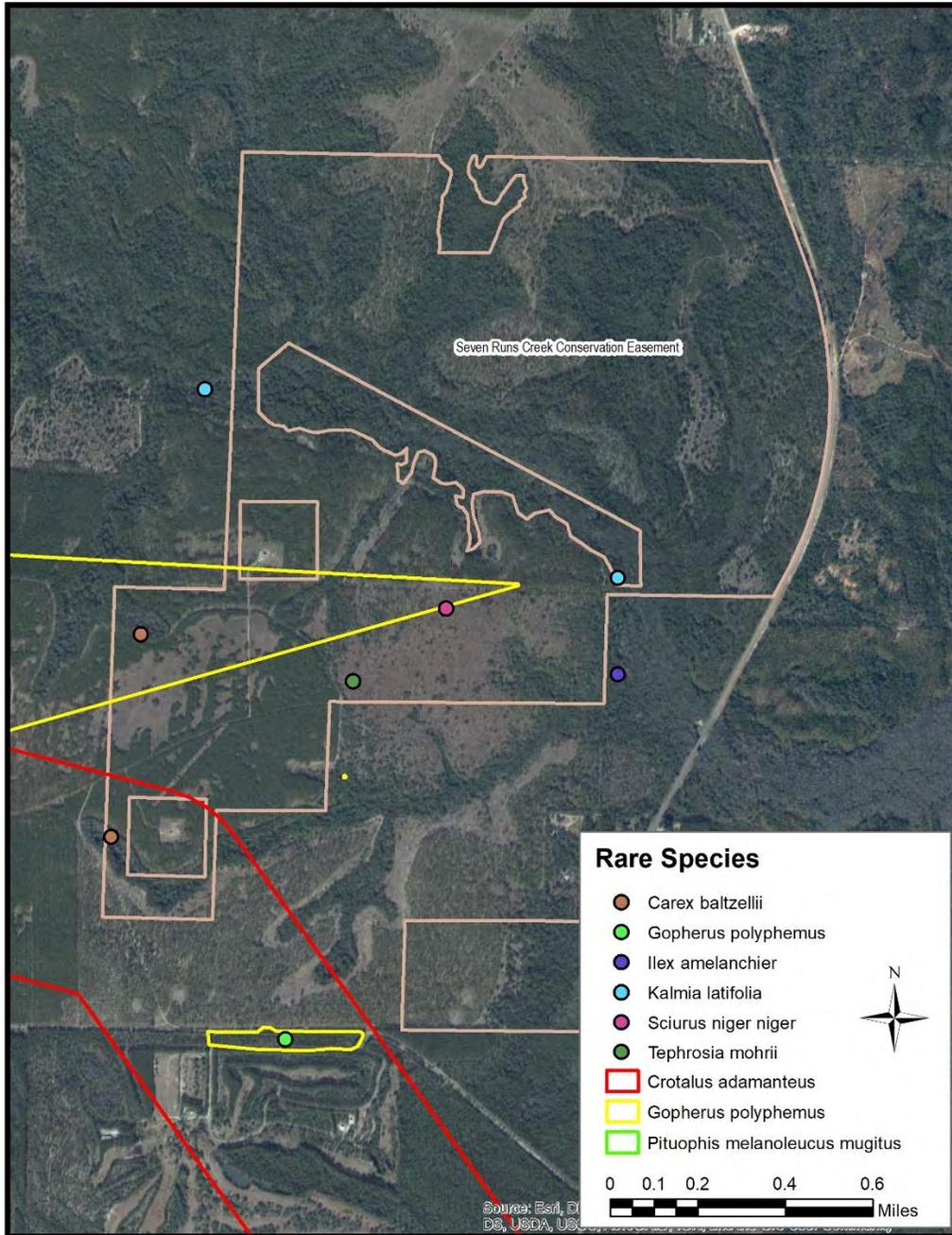


Figure 2. Location map of rare species on Seven Runs Creek Property. 2019 high resolution aerial photography.

*Existing mining and/or excavation activities and any changes in these activities observed since BDR or since last inspection report*

Comments: None.

***Existing hydrologic alterations or disturbances (ditches, culverts, water holes, etc.) and any changes observed since BDR or since last inspection report***

Comments: A small ditch occurs in the northwestern portion of the property and drains southward to the Seven Runs Creek floodplain. A culvert is also located in this general vicinity. The ditch remains in the same condition. The culvert is now lying to one side of the creek.

***Existing location, size and number of wells and any additional wells observed since BDR or since last inspection report***

Comments: There is a single well located on the south side of the property at a former irrigation apparatus. This well has been capped.

***Note any changes in the condition of historical, archeological, or cultural resources and the location of sites discovered since the last inspection report or Baseline Documentation Report.***

Comments: No historic, archeological, or cultural resources are known from the property.

***Existing recreational or motorized vehicle use patterns and any changes observed since BDR or since last inspection report***

Comments: In 2016-2017, two new vehicle trails were established through an area of densely planted longleaf pine. These were constructed as access to two new well houses located in outparcels.

***Restoration or removal of existing dwellings or structures, and any additional structures observed since BDR or since last inspection report***

Comments: No new structures were observed. No permanent structures were noted in the BDR. All loose debris photographed in the BDR has been cleaned up, and silt fencing around the tortoise relocation area has been removed since the BDR.

***Existing agricultural uses and any changes in agricultural uses observed since BDR or since last inspection report***

Comments: None.

***Condition of existing roads and any additional road construction observed since BDR or since last inspection report***

Comments: The existing roads are generally in good condition.

***Describe any new Incompatible adjacent property uses or practices observed or noted by owner or owner representative since BDR or since last inspection report. Indicate locations on aerial photos.***

Comments: No new incompatible uses were observed or reported during the 2021 site visit.

***General recommendations for improving management; need for prescribed fire, exotic plant control, etc***

Comments: Continued restoration of historic pine communities is recommended. Since the BDR, improvements in pine density, fire frequency, and re-introduction of longleaf pine and gopher tortoises have been achieved. The efforts to control feral hogs are commendable, and active trapping efforts should be continued.

***Other significant observations relating to protection of the state's interest in the property***

Comments: None.

***Other comments by inspectors***

Comments: None.

***Comments by owner or representative. Include any plans for impending changes in management, land use or ownership.***

Comments: No changes in management plans were reported by Dr. Aresco. Thinning and clearcutting of off-site pines, planting of longleaf pines, prescribed burning, gopher tortoise management, and other habitat improvement activities will continue.

***Collect photopoints. Repeat photopoint locations and orientation from previous inspection report or BDR and add new points as appropriate. (It is helpful to have the last set collected so you can repeat orientation exactly). Record location of photopoints on aerial photo and provide GPS points if collected. Note orientation (compass direction). Provide hard copy prints as well as digital images. Label each photo with a photopoint number and date. Note the number of photo points retaken and relevant observations from photographs.***

Comments: There are 67 photopoints documented in the BDR and subsequent monitoring reports. Most points were visited and three were re-photographed to demonstrate changes. This report provides a complete list of all photopoints recorded at Seven Runs Conservation Easement (Table 3). Locations are mapped in Figure 3.

***Has an updated aerial photograph been obtained? If so, any relevant observations from the aerial.***

Comments: 2019 NAIP Digital Ortho Quarter Quads (DOQQs) aerial photography was used for this evaluation. There are no significant changes evident from the 2017 aerial photography.

***Any additional Photographs attached?***

No additional photographs are included in this report.

**Signature of Monitor:**



**Date:** May 5, 2021

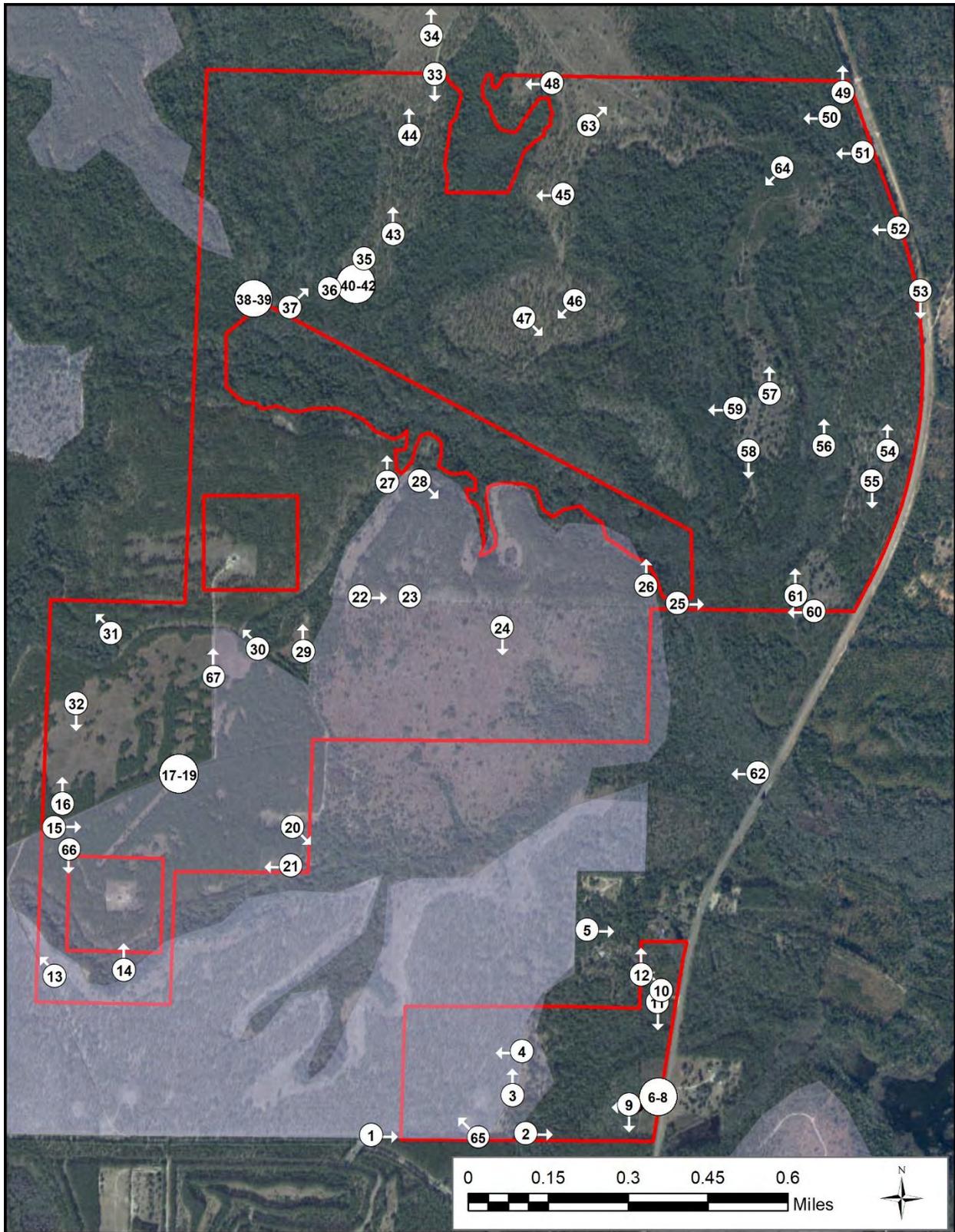


Figure 3. Locations of photopoints on the Seven Runs Creek conservation easement property. Shaded areas were burned within the past three years. 2019 aerial photography.

Table 3. Photopoint locations and descriptions for the Seven Runs Creek Conservation Easement.

<b>ID</b>	<b>Dir</b>	<b>Most Recent Photo</b>	<b>Description</b>	<b>2021 Notes</b>	<b>Latitude</b>	<b>Longitude</b>
1	E	2011	Typical access gate	Same	30.529047	-85.932575
2	E	2011	Typical vegetation	Same	30.529167	-85.927700
3	N	2011	Typical access road	Same	30.530192	-85.928139
4	W	2017	Planted longleaf pines	Same	30.531394	-85.927858
5	E	2011	Adjoining property located to the north of the Subject Property	Same	30.534731	-85.925864
6	N	2011	State Road 81 which is located along the eastern border of the Subject Property	Same	30.529969	-85.923456
7	W	2021	Typical access gate; area behind gate clearcut in 2013	Longleaf pines taller; shrubs getting denser	30.530031	-85.923608
8	W	2011	Typical access road	Same	30.529945	-85.924172
9	S	2011	A sandhill community	Same	30.529992	-85.924461
10	NW	2015	Typical access road; gravel added in 2015	Same	30.533114	-85.923503
11	S	2013	A clear cut; planted longleaf pines	Dense and shrubby; longleaf pines to 20 feet tall	30.532789	-85.923614
12	N	2011	A fire break	Recently disked	30.533533	-85.924139
13	NW	2017	A typical access road; clearcut to east	Recent burn west of the access road	30.533256	-85.942628
14	N	2011	A seepage stream	Same	30.533439	-85.940453
15	E	2011	A typical access road	Same	30.537347	-85.942717
16	N	2011	Planted longleaf pines	Same	30.537944	-85.942469
17		2011	Irrigation piping; removed	n/a	30.538897	-85.938683
18		2011	Former irrigation system; disconnected from pivot	Same	30.538897	-85.938683
19		2011	A concrete pad and irrigation well	Same	30.538897	-85.938683
20	SE	2011	A small depression	Not visited; no change on aerial photography	30.537411	-85.935211
21	W	2011	Planted longleaf pines	Same	30.536358	-85.935236
22	E	2012	Silt fencing around the gopher tortoise relocation area; removed	Same	30.543722	-85.933197
23		2011	A gopher tortoise borrow	n/a	30.543742	-85.931628
24	S	2011	A sandhill community	Nice condition, but sand pines large and regenerating	30.542936	-85.928697
25	E	2011	Seven Runs Creek which bisects the Subject Property	Not accessible; no change on aerial	30.543678	-85.923192

<b>ID</b>	<b>Dir</b>	<b>Most Recent Photo</b>	<b>Description</b>	<b>2021 Notes</b>	<b>Latitude</b>	<b>Longitude</b>
26	N	2011	Silt fencing around the gopher tortoise relocation area	Not accessible; no change on aerial	30.544128	-85.924178
27	N	2011	A seepage stream	Not accessible; no change on aerial	30.546842	-85.932392
28	SE	2011	Cogon grass ( <i>Imperata cylindrica</i> ); treated but persisting in 2013	Not accessible; no change on aerial	30.546897	-85.931369
29	N	2011	Typical vegetation	Same	30.542206	-85.934961
30	NW	2011	A typical access road and planted longleaf pines	Same	30.542250	-85.936394
31	NW	2011	Typical vegetation in a seepage stream ravine	Not visited; no change on aerial photography	30.542614	-85.941033
32	S	2015	Planted longleaf pines; many killed in fire	Same	30.540686	-85.942092
33	S	2017	A typical access road; planted longleaf pines	Same	30.557981	-85.931100
34	N	2011	The adjoining property located to the north of the Subject Property.	Same	30.559033	-85.931225
35	S	2011	A small drainage ditch	Same	30.552922	-85.933236
36	SE	2012	A titi swamp; edge of swamp cut in 2012	Titi less dense, but reaching 10'	30.552314	-85.934111
37	NE	2011	A typical access road; GPS position moved in 2012	Same	30.551568	-85.935540
38		2011	Two metal culverts	Same	30.552022	-85.936617
39	SW	2011	A washed out access road	Same	30.552022	-85.936617
40		2011	A metal 5-gallon drum No soil staining or stressed veg; removed	n/a	30.552269	-85.933575
41		2011	Metal debris; removed	n/a	30.552269	-85.933575
42		2011	Several tires; removed	n/a	30.552269	-85.933575
43	N	2011	Typical vegetation	Same	30.553606	-85.932331
44	N	2013	A clear cut area; planted longleaf pines	Same	30.556306	-85.931864
45	W	2012	Typical vegetation; thinned pines	Abundant slash pines regenerating; some longleaf pine seedlings	30.554764	-85.926997
46	SW	2012	Typical vegetation; thinned pines	Woody debris no longer visible	30.551878	-85.926578
47	SE	2011	Typical vegetation	Same	30.551383	-85.928161
48	W	2011	Typical vegetation	Same	30.557794	-85.927392
49	N	2011	Typical vegetation	Same	30.557658	-85.918222
50	W	2011	A titi swamp	Same	30.556981	-85.918619
51	W	2011	Typical vegetation	Same	30.556031	-85.917561
52	W	2011	Japanese Climbing Fern ( <i>Lygodium japonicum</i> )	Plants present, but brown from frost	30.553978	-85.916400

<b>ID</b>	<b>Dir</b>	<b>Most Recent Photo</b>	<b>Description</b>	<b>2021 Notes</b>	<b>Latitude</b>	<b>Longitude</b>
53	S	2011	State Road 81 which is located along the eastern border of the Subject Property.	Same	30.552281	-85.915683
54	N	2011	Planted longleaf pines	Longleaf pines larger. Vegetation fairly dense and oaks bigger.	30.547908	-85.916636
55	S	2011	Planted longleaf pines	Longleaf pines larger.	30.547092	-85.917117
56	N	2011	A dry creek bed	Same	30.548019	-85.918644
57	N	2021	Typical vegetation	Oaks larger	30.549422	-85.920383
58	S	2011	Typical vegetation	Same	30.547858	-85.921019
59	W	2011	A titi swamp	Same	30.549000	-85.921467
60	W	2011	An access road between NFWMD land and the Subject Property.	Same	30.543514	-85.918867
61	N	2011	Typical vegetation	Same	30.543936	-85.919467
62	W	2011	The intersection of Seven Runs Creek and State Road 81.	Creek access area under renovation.	30.539086	-85.920564
63	NE	2017	Clearcut/scalped area of former planted pines	Same	30.556651	-85.926227
64	SW	2017	Clearcut of planted pines and recent burn; planted longleaf pines	Very dense loblolly pines overwhelming planted longleaf pines	30.555581	-85.920097
65	NW	2021	Timber loading area	Area cleaned up; some debris remaining	30.529047	-85.929352
66	S	2017	New vehicle trail leading to well house	Same	30.536791	-85.942253
67	N	2017	New vehicle trail to well house traversing planted longleaf pine stand killed by fire and regenerating	Longleaf pines growing	30.541506	-85.937779

## **APPENDIX A**

### **Site Photographs**



Photopoint 7. Typical access gate; area behind gate clearcut in 2013. Longleaf pines taller; shrubs getting denser.



Photopoint 57. Typical vegetation. Oaks larger.



Photopoint 65. Timber loading area. Area cleaned up; some debris remaining.

## **PROHIBITED USES and RESERVED RIGHTS**

(Copied from the Easement Documentation Report)

Project Name: Seven Runs Creek

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

#### DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this \_\_\_\_\_ day \_\_\_\_\_, by M. C. Davis, individually and as Trustee of the M. C. Davis 2006 Trust dated March 15, 2006, whose address is 11490 Emerald Coast Parkway, Suite 300, Box 3, Miramar Beach, Florida 33550 ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ("Grantee").

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

#### RECITALS

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

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

C. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the Seven Runs Creek Phase 1 Conservation Easement Tract in Walton County, Florida", dated \_\_\_\_\_ ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation is available from the Department on request.

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

BLA-503, Revised 5-18-09

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

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

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

#### ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

#### ARTICLE II. PURPOSE OF EASEMENT

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

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

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

### ARTICLE III. RIGHTS GRANTED TO THE GRANTEE

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

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

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

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

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

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

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

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

between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantor to the best of Grantor's knowledge.

J. The right to have the Property maintained as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantee, as described in this Easement.

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

#### ARTICLE IV. PROHIBITED USES

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

- A. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.
- B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.
- C. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water

sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding this restriction, Grantor shall be allowed to dig, operate and maintain water wells as necessary for restoration and maintenance of natural areas on the property, subject to legally required permits and regulations.

- D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources ("FDHR") or its successor if historical, archaeological or cultural sites are discovered on the Property, and any sited deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Division of Historic Resources, as amended from time to time.
- E. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees, except as otherwise specifically provided in this Easement.
- F. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the Property. Under no circumstances shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantee.
- G. Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and confined animal feed lot operations other than as specifically allowed in Article V of this Conservation Easement.
- H. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes.
- I. The construction or creation of new roads or jeep trails except as associated with restoration activities allowed under the provisions of Article V.
- J. There shall be no operation of motorized vehicles except on established trails and roads unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, or (ii) for emergency purposes.

- K. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.
- L. Any subdivision of the land except as may otherwise be provided in this Easement.
- M. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property, except that Grantor may erect and maintain signs designating the Property as land under the protection of Grantee.
- N. There shall be no commercial water wells on the Property.
- O. There shall be no mitigation bank established pursuant to sections 373.4135 et seq. Florida Statutes, on the Property.

#### ARTICLE V. GRANTOR'S RESERVED RIGHTS

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

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

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

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

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

E. The right to continue to use, maintain, repair, and reconstruct, but not to relocate or enlarge, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the Baseline Documentation.

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

G. The right to engage in silviculture in accordance with the best management practices of the Division of Forestry of the Florida Department of Agriculture and Consumer Services or its successor for the purpose of restoring the Property to its native condition. Notwithstanding the foregoing, there shall be no harvesting in natural wetlands as depicted in the Baseline Documentation except to remove planted pines and off-site species for the purpose of ecological restoration. After an area is cut to an approximate natural condition, there will be no more commercial silviculture. It is the intent of all parties that as each tract, and eventually the entire property, regains its approximate natural condition (30 to 60 pine trees per acre), all commercial harvesting of trees shall cease, and the property will forever after be a natural uncut forest. Notwithstanding the terms of this paragraph, the Grantor shall continue to have the right to trees that are damaged, diseased or dangerous.

H. The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, historical, archaeological, wildlife, and plant life features and values of the Easement Property in consultation with qualified public or private land management agencies.

I. Grantor shall retain the right to use the Easement Property for scientific, environmental resource and educational programs on the Property provided such programs are conducted by a non-profit organization for the benefit of the public.

#### ARTICLE VI. GRANTEE'S REMEDIES

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

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

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

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

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

#### ARTICLE VII. NO PUBLIC ACCESS

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

#### ARTICLE VIII. MISCELLANEOUS

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

B. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to

Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

C. **Extinguishment.** If circumstances arise in the future such as render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph VIII.D. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

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

E. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

F. **Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to a governmental entity or nonprofit organization whose purposes include the conservation of land or water areas or the preservation of sites or properties. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out.

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

H. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or

sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

\_\_\_\_\_  
Signature of first witness

\_\_\_\_\_  
M. C. Davis, individually and as  
Trustee of the M. C. Davis 2006 Trust  
dated March 15, 2006

\_\_\_\_\_  
Printed name of first witness

\_\_\_\_\_  
Signature of second witness

\_\_\_\_\_  
Printed name of second witness

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared M. C. Davis, individually and as Trustee, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed  
NOTARY PUBLIC  
My Commission Expires: