

Bagdad Mill Site Land Use Plan

Sublease 4470-01

APPROVED MAY 3, 2006

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May 3, 2006

Ms. Robin Turner
Greenways and Trails Coordinator
Office of Greenways and Trails
3900 Commonwealth Blvd., M.S. 795
Tallahassee, Florida 32399

**Re: Management Plan, Bagdad Mill Site
Lease # 4470**

Dear Ms. Turner:

The Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, approves the management plan for the Bagdad Mill Site on May 3, 2006. Pursuant to Section 253.034, Florida Statutes, and Chapter 18-2, Florida Administrative Code this plan's ten-year update will be due no later than May 3, 2016.

Approval of this land management plan does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project.

Sincerely,

Paula L. Allen
Office of Environmental Services
Division of State Lands
Department of Environmental Protection

PLA/kgs

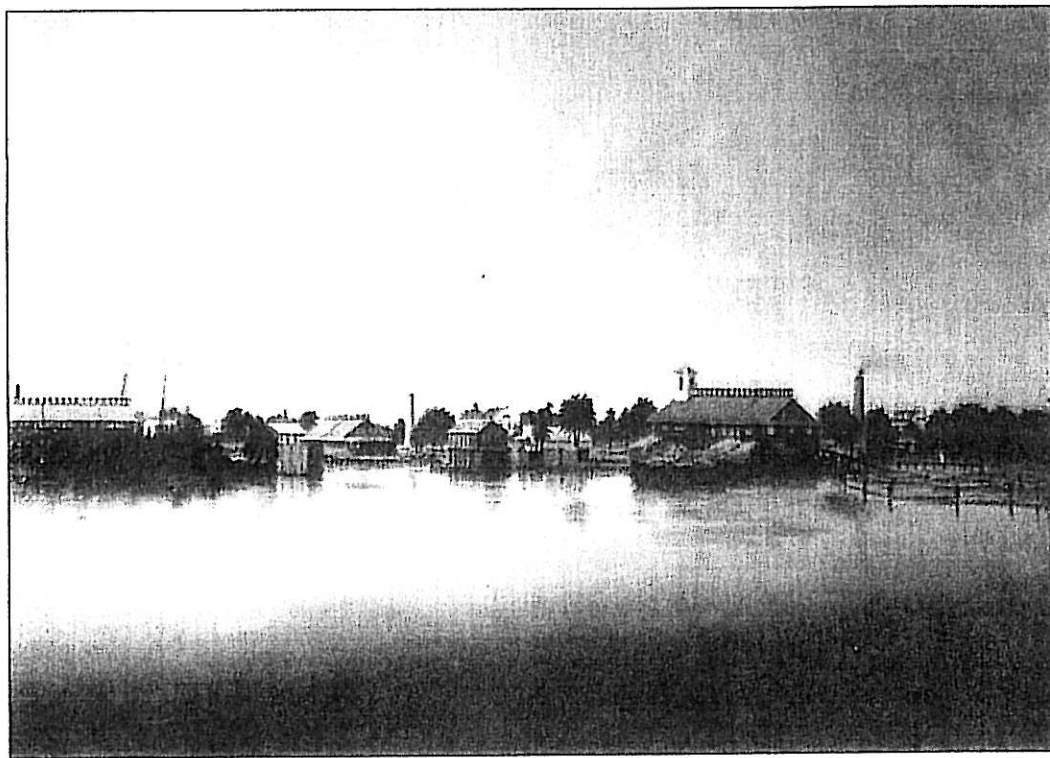
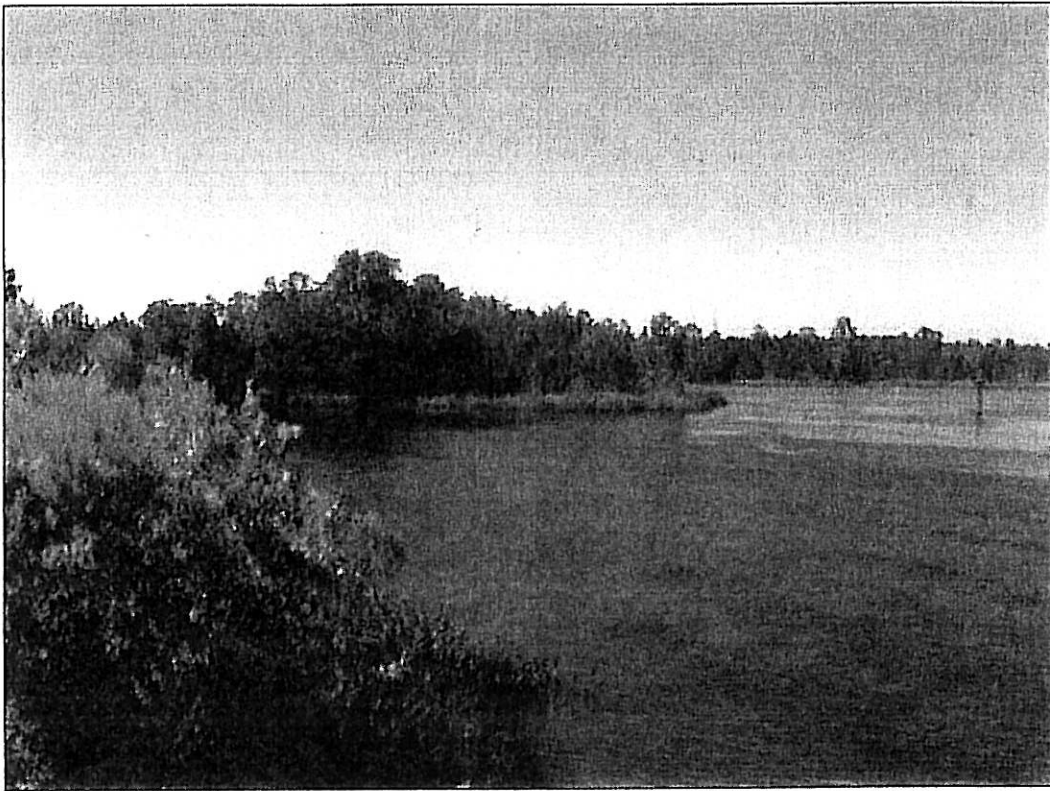
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OFFICE OF
GREENWAYS TRAILS



Bagdad Mill Site, Santa Rosa County

MANAGEMENT PLAN COMPLIANCE CHECKLIST

REQUIREMENTS	PAGE OR ITEM NUMBER
18-2.021, F.A.C. Land Management Advisory Council.	
(4) Management Plans. Plans submitted to the division for council review under the requirements of Section 253.034 F.S. should contain where applicable to the management of resources the following:	
1. The common name of the property.	page 1 #2
2. A map showing the location and boundaries of the property plus any structures or improvements to the property.	ATTACHMENT 1
3. The legal description and acreage of the property.	ATTACHMENT 7, p 13
4. The degree of title interest held by the Board, including reservations and encumbrances such as leases.	page 1 #2, page 4 #7
5. The land acquisition program (e.g., C. A. R. L., E. E. L., Save Our Coast), if any, under which the property was acquired.	page 1 #3
6. The designated single use or multiple use management for the property, including other managing agencies.	page 1 #3, page 9 #11
7. Proximity of property to other significant State, local, or federal land or water resources.	page 3 #5
8. A statement as to whether the property is within an aquatic preserve or a designated area of critical State concern or an area under study for such designation.	page 3 #6
9. The location and description of known and reasonably identifiable renewable and non-renewable resources of the property including, but not limited to, the following:	page 6 #9B
A. Brief description of soil types, using U. S. D. A. maps when available;	ATTACHMENT 2b
B. Archaeological and historical resources;	page 6 #9a
C. Water resources including the water quality classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Waters;	page 6 #9b
D. Fish and wildlife and their habitat;	page 6 #9c
E. State and federally listed endangered or threatened species and their habitat;	page 7 #9c
F. Beaches and dunes;	page 7 #9d
G. Swamps, marshes and other wetlands;	page 7 #9d
H. Mineral resources, such as oil, gas and phosphate;	page 8 #9e
I. Unique natural features, such as coral reefs, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams; and	page 8 #9e
J. Outstanding native landscapes containing relatively unaltered flora, fauna, and geological conditions.	page 8 #9e
10. A description of actions the agency plans, to locate and identify unknown resources such as surveys of unknown archaeological and historical resources.	page 8 #10
11. The identification of resources on the property that are listed in the Natural Area Inventory.	ATTACHMENT 9
12. A description of past uses, including any unauthorized uses of the property.	page 9 #12
13. A detailed description of existing and planned use(s) of the property.	page 10 #13+14
14. A description of alternative or multiple uses of the property considered by the managing agency and an explanation of why such uses were not adopted.	page 12 #15

REQUIREMENTS	PAGE OR ITEM NUMBER
15. A detailed assessment of the impact of planned uses on the renewable and non-renewable resources of the property and a detailed description of the specific actions that will be taken to protect, enhance and conserve these resources and to mitigate damage caused by such uses.	page 13 #20
16. A description of management needs and problems for the property.	page 4-6 #8, p8 #10
17. Identification of adjacent land uses that conflict with the planned use of the property, if any.	page 13 #19
18. A description of legislative or executive directives that constrain the use of such property.	page 10 #13
19. A finding regarding whether each planned use complies with the State Lands Management Plan adopted by the Trustees on March 17, 1981, and incorporated herein by reference, particularly whether such uses represent "balanced public utilization", specific agency statutory authority, and other legislative or executive constraints. A copy of the plan may be obtained by writing to the Department of Environmental Protection, Division of State Lands, Bureau of Land Management Services, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000.	page 10 + 15-16
20. An assessment as to whether the property, or any portion, should be declared surplus.	page 10
21. Identification of other parcels of land within or immediately adjacent to the property that should be purchased because they are essential to management of the property.	page 13 #19
22. A description of the management responsibilities of each agency and how such responsibilities will be coordinated, including a provision that requires that the managing agency consult with the Division of Archives, History and Records Management before taking actions that may adversely affect archaeological or historic resources.	page 12 #17
23. A statement concerning the extent of public involvement and local government participation in the development of the plan, if any, including a summary of comments and concerns expressed.	page 4 #8
Additional Requirements—Per Trustees	
24. Letter of Compliance of the management plan with the Local Government Comprehensive Plan.	ATTACHMENT 8
253.034, F.S. State-Owned Lands; Uses. —	
(5) Each entity managing conservation lands shall submit to the Division of State Lands a land management plan at least every 5 years in a form and manner prescribed by rule by the board.	
25. All management plans, whether for single-use or multiple-use properties, shall specifically describe how the managing entity plans to identify, locate, protect and preserve, or otherwise use fragile nonrenewable resources, such as archaeological and historic sites, as well as other fragile resources, including endangered plant and animal species.	page 8 #10
26. Provide for the conservation of soil and water resources and for the control and prevention of soil erosion.	page 2 #4b+c
27. Land management plans submitted by an entity shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land management plan.	
28. All land management plans for parcels larger than 1,000 acres shall contain an analysis of the multiple-use potential of the parcel, which analysis shall include the potential of the parcel to generate revenues to enhance the management of the parcel.	N/A

REQUIREMENTS	PAGE OR ITEM NUMBER
29. Additionally, the land management plan shall contain an analysis of the potential use of private land managers to facilitate the restoration or management of these lands.	N/A
253.036 Forest Management. —	
For parcels larger than 1,000 acres the lead agency shall prepare the analysis, which shall contain a component or section prepared by a qualified professional forester which assesses the feasibility of managing timber resources on the parcel for resource conservation and revenue generation purposes through a stewardship ethic that embraces sustainable forest management practices if the lead management agency determines that the timber resource management is not in conflict with the primary management objectives of the parcel.	N/A
259.032 Conservation And Recreation Lands Trust Fund; Purpose. —	
(10)(a) State, regional, or local governmental agencies or private entities designated to manage lands under this section shall develop and adopt, with the approval of the board of trustees, an individual management plan for each project designed to conserve and protect such lands and their associated natural resources. Private sector involvement in management plan development may be used to expedite the planning process. Individual management plans shall conform to the appropriate policies and guidelines of the state land management plan and shall include, but not be limited to:	
30. Individual management plans required by s. 253.034(5), for parcels over 160 acres, shall be developed with input from an advisory group.	N/A
31. The advisory group shall conduct at least one public hearing within the county in which the parcel or project is located.	N/A
32. Notice of such public hearing shall be posted on the parcel or project designated for management, advertised in a paper of general circulation, and announced at a scheduled meeting of the local governing body before the actual public hearing.	N/A
33. The management prospectus required pursuant to paragraph (9)(d) shall be available to the public for a period of 30 days prior to the public hearing.	N/A
34. Individual management plans shall conform to the appropriate policies and guidelines of the state land management plan and shall include, but not be limited to:	
A. A statement of the purpose for which the lands were acquired, the projected use or uses as defined in s. 253.034, and the statutory authority for such use or uses.	Page 1 #3
B. Key management activities necessary to preserve and protect natural resources and restore habitat, and for controlling the spread of nonnative plants and animals, and for prescribed fire and other appropriate resource management activities.	Page 8 #10
C. A specific description of how the managing agency plans to identify, locate, protect, and preserve, or otherwise use fragile, nonrenewable natural and cultural resources.	Page 13-15 #21a
D. A priority schedule for conducting management activities, based on the purposes for which the lands were acquired.	Page 10 #14
E. A cost estimate for conducting priority management activities, to include recommendations for cost-effective methods of accomplishing those activities.	Page 13
F. A cost estimate for conducting other management activities which would enhance the natural resource value or public recreation value for which the lands were acquired. The cost estimate shall include recommendations for cost-effective methods of accomplishing those activities.	Page 13

REQUIREMENTS	PAGE OR ITEM NUMBER
35. A determination of the public uses and public access that would be consistent with the purposes for which the lands were acquired.	page 10 #14
259.036, F.S. Management Review Teams.—	
36. The managing agency shall consider the findings and recommendations of the land management review team in finalizing the required 5-year update of its management plan.	n/a
Office of Greenways and Trails Requirements	
37. Potential Ecological and Recreational Linkages to other Public Lands - planning and management opportunities that exist for integrating into the larger connected ecological and recreational greenway system.	page 11 #14
38. Conceptual description of all construction and other improvements identified in the acquisition proposal.	pages 10-12 #14
39. Description of the how the local entity will defend title for the state owned land.	page 3 (d)
40. Plans for building environmental programs into the project.	page 10
41. Partnerships - Provide a narrative description of partnering agreements to obtain the assistance of other public and private entities. Include any unique public agency partnerships and all partnerships with corporations, businesses, private landowners and nonprofit groups that will assist with implementing and managing the project.	page 4
42. OGT's Role - Include the statement that the Office of Greenways and Trails must review all proposed construction plans and proposed plans for improvements, even if the construction or improvements are identified within the management plan. OGT must review all third party agreements for easements, concession agreements or other actions affecting the site.	page 16

BAGDAD MILL SITE PARK
LAND MANAGEMENT PLAN EXECUTIVE SUMMARY

Lead Agency: Santa Rosa County in partnership with Blackwater River Foundation

Common Name of Property: Bagdad Mill Site Plan

Location: Bagdad, Santa Rosa County

Total Acreage: 17.99 acres

Acreage Breakdown:

Land Cover Classification	Acreage
Wetlands	Apprx. 3 acres
Fill dirt over brown field	Apprx. 10.99 acres
Asphalt paved parking lot	1 acre
Vegetation	Apprx. 3 acres

Lease Number: 4470-01

Use: Single ☐ Multiple ☒

Management Responsibility:

Agency	Responsibilities
Santa Rosa Co.	Overall management
Blackwater River Foundation	Funding development for operations Assistance with community input

Designated Land Use: passive park

Sublease(s): Santa Rosa County

Encumbrances: none

Type Acquisition: Fee simple title held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The County has a sublease with the State of Florida.

Unique Resources:

Natural	Blackwater River and Pond Creek
Archaeological	Potential water and land based archeological potential exists at or around the site
Historical	Site and area of historical significance to Santa Rosa County and Florida

Management Needs: 1) Restoration of wetlands area, including removal of invasive species, 2) Repair of retaining wall and repair of retention ponds, 3) Replacement of fencing around site, 4) Development of community input on site development through Waterfronts Project, 5) Repair of existing building on site, 6) Development of a conservation and education program with community partners, 7) Development of fishing platform, canoe launch and picnic areas, 8) Construction of pavilions, movement of select historic homes to site for use in community events and educational programs.

Acquisition Needs/Acreage: 2.15 acres, parcel #15-1N-28-0120-00100-0020

Surplus Land Needs/Acreage: none

Public Involvement: Blackwater River Foundation as Community Support Organization, Waterfronts Florida Partnership Program visioning project

DO NOT WRITE BELOW THIS LINE (FOR DIVISION OF STATE LANDS USE ONLY)

ARC Approval Date: _____

Trustees Approval Date: _____

Comments: _____

Bagdad Mill Site Park Land Use Plan

Santa Rosa County

A. General Information

1. Land Management Plan Executive Summary
Cover attachment
2. Common name of the property
Bagdad Mill Site Park
3. Indicate how the land was acquired. (For instance, quit claim, appropriation, budget grant, donation, etc.)

The Bagdad saw mill operated under various owners from 1835 to 1939 and at one time was the largest producer of yellow pine timber in the United States; shipping products world-wide in locally constructed sailing vessels and steam ships. Included on the site were different types of saw and planing mills, sash and door factories, grist mills and a furniture factory.

After these enterprises ceased operation in 1939, the site was used to manufacture pre-stressed concrete products and finally asphalt paving material. In 2000, the approximately 21-acre mill site was donated to the State of Florida Board of Trustees for the Internal Improvement Fund in conjunction with an application to develop the Ichetucknee Trace Limerock Mines in another county. Public records at the time included a statement that the donated property was to be used as a public park.

The Office of Greenways and Trails entered into a lease agreement on July 27, 2004 under lease number 4470 for the Bagdad Mill Site. The term of the lease ends on July 26, 2054. Fee simple title to the Bagdad Mill Site is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The County has a sublease with the Office of Greenways and Trails State of Florida for the Bagdad Mill Site under sublease number 4470-01. The term of the sublease is January 28, 2005 to July 26, 2054.

4. Attach a map showing the location and boundaries of the property including the location and type of structures or improvements on the property, as well as identifying the location and type of proposed improvements.

The attached aerial maps of the property (attachments #1 & #2) show the site with earth fill covering a significant portion of the property. The mill site, as shown, is a heavily impacted brownfield with no remaining entirely natural habitat within its metes and bounds. The site has a two-story, 4,000 square foot, concrete-slab office building constructed by one of the pre-stressed concrete companies. This building was equipped by the last private owner with large restrooms, shops and storage rooms. Unfortunately the windows and interior fixtures were vandalized or stolen, and the roof membrane was removed by Hurricane Ivan. However, the storm did not damage the concrete roof, walls, floors or stairs. There is an approximately one-acre

asphalt-paved parking area adjacent to the building at the end of a road from the Main Street gate.

Also on the site are a two-vehicle, 700 square foot, concrete-slab garage (with an adjacent concrete containment area for fuel tanks) and two, covered storage facilities (concrete floor, open sides and metal roofs). The roof of the smaller storage building was totally destroyed by two hurricanes, while the larger building sustained major roof damage.

The west boundary of the site (from Pond Creek to Thompson Street) is bordered by a six-foot cypress privacy fence, now mostly collapsed by hurricane winds. The east boundary from Pond Creek south to Cross Street is lined by cut-off concrete bridge pilings stacked to form a retaining wall four to six feet high. The top of this piling wall is level with and holds in place fill-dirt covering industrial debris including broken concrete and scrap metal and concrete foundations (more than 15 acres were covered and leveled). The sand or gravel on the surface is presently being overgrown by grasses and other types of vegetation.

The east piling wall was breached by hurricane-related flood waters in one location allowing storm water to flow directly into the Blackwater River.

There is a small, stormwater retention pond on the southern most extension of the property just behind the piling wall, which has no spillway to the Blackwater River.

At the junction with Pond Creek, where the remaining historic saw mill foundation is located, the piling wall extends approximately northwest to the interior of property connecting with the northeast wall of a detention pond paralleling Pond Creek and about three acres of developing tidal freshwater swamp (including an island about 50-foot wide and 300-feet long that appears to be within the legal description for the site).

The approximately two-acre, stormwater detention pond includes perforated pipes under coarse sand and a wide concrete spillway leading into the Pond Creek wetlands. Hurricane flooding has damaged the north retention pond wall in one place east of the spillway.

Because this is a passive park focused on conservation and protection of nearby natural and historic resources and designed to provide a portal for public outdoor recreation, proposed improvements or repairs to existing improvements will be limited. These might include after further assessment and planning:

- (a) repair of the office building for use as a public education facility and offices and removal of debris from the adjacent parking lot to provide necessary parking,
- (b) reconstruction of damaged piling walls,
- (c) connection of a small portion of the Bagdad stormwater system on Forsyth Street, which flows unrestricted into Pond Creek, to the north detention pond,

- (a) repair or replacement of the western cypress privacy fence and addition of a picket fence along river-front piling wall to prevent people, especially children, from falling on to the concrete littered and heavily vegetated riverbank,
 - (b) construction of a canoe-launch facility (canoe-level docks) at the old steam boat landing near the mill foundation (north end of the property) and possibly an adjacent boardwalk for fishing,
 - (c) construction of a boardwalk in front of the north detention wall paralleling the developing river swamp and extending toward the Pond Creek bridge on Highway 191,
 - (g) connection of the mill site park with the Blackwater Heritage State Trail to the north, and
 - (h) construction of a multiple use trail through and within the park to connect to Water Street (on existing county right-of-way) and connect a loop trail for hiking and walking to the multiple use trail.
5. Identify any Federal, State, local, or private conservation lands within 10-miles of the property. Attach a map showing the location in relation to this property.

The Blackwater Heritage State Trail is a short distance away from the Bagdad Mill Site to the west northwest (attachment #3). A number of the islands and tidal river swamp in the area of the Mill Site has been sold or donated to the Northwest Florida Water Conservation District for permanent conservation. The Yellow River Aquatic Preserve is located south of the site. To the north is situated the Blackwater River State Forest which includes the Juniper Creek Primitive Area on a tributary of the Blackwater River (attachments #4 & #5).

6. Is the property within an Aquatic Preserve or a designated Area of Critical State Concern, or an area under study for such designation? If yes, has the appropriate managing agency been notified of the plan? Please provide a statement of proof.

The property is not located within an aquatic preserve or a designated area of critical state concern; however, it does border the Blackwater River, which has been designated a "Special Water" and an "Outstanding Florida Water."

1. Are there any agency-specific statute requirements or legislative executive directives that constrain the use of the property? (These restrictions can frequently be found in the lease or lease agreement)

YES

"Subleasee (Santa Rosa County) shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with

other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.”

7. Identify the degree of title held by the Board of Trustees, including any reservations or encumbrances such as leases.

The title was conveyed on September 7, 2000 from Panhandle Land and Timber Co., Inc., to the Board of Trustees by special warranty deed subject to exceptions listed by the First American Title Insurance Company which are attached as “Schedule B.” (attachment #6) The lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Florida Department of Environmental Protection, Office of Greenways and Trails and the Sublease between the State of Florida Department of Environmental Protection, Office of Greenways and Trails and Santa Rosa County are attached (attachment #7)

8. State the extent of, if any, public involvement and local government participation in developing the plan, including a summary of comments and concerns expressed. (properties less than 160 acres do not require an advisory group, as referenced in Chapter 259.032, P.5.)

This management plan was prepared with the cooperation of Santa Rosa County and the Blackwater River Foundation, Inc., a private, nonprofit 501(c)(3), Florida corporation (N02000002248). The Foundation was officially designated on May 25, 2004 by the Santa County Board of Commissioners to serve as the Citizens Support Organization (CSO) for development and maintenance of the Bagdad Mill Site Park. Primary objectives and purposes of the Foundation include the following items:

- a. advancing knowledge of the Blackwater River ecosystem including upland drainage areas and the estuarine and marine portions of Blackwater Bay;
- b. identifying, preserving and restoring cultural resources;
- c. educating the public concerning natural and anthropogenic processes;
- d. developing methods to reclaim, protect, preserve and restore any portion of the Blackwater River ecosystem;
- e. developing methods to conserve open space for public enjoyment and cultural enrichment;
- f. sponsoring workshops, seminars and other gatherings to suggest or develop solutions to environmental problems;
- g. applying for grants to accomplish the above listed objectives.

The Foundation works closely with the Bagdad Village Preservation Association (BVPA), which is committed to preserving the unique features of the historic village of Bagdad and has archival resources to share.

In May 2005, the Foundation, with the support of the Commissioners, applied to the Department of Community Affairs for a Waterfronts Florida Partnership Program grant (\$25,000 per year for two years). The application was approved in July 2005 with a formal announcement made on September 14, 2005 (delay due to hurricanes).

The Foundation contracted the services of a half-time program manager (Mr. Joshua Wilks), who has an office in the Milligan House adjacent to the Bagdad Museum (space provided by BVPA).

Included in the Waterfronts Florida Partnership Program grant will be a visioning process involving a Partnership Advisory Committee made up of Santa Rosa County governmental officials, including a commissioner and a member of the planning department, and residents of Bagdad and surrounding areas of Santa Rosa County. Eventually professional planners and engineers will be engaged to deal with long-term development and public use of the Bagdad waterfront (of which the Mill Site Park is a significant part) as envisioned by the advisory committee.

The Waterfronts Florida Partnership Program has four major areas of focus: environmental and cultural resource protection; hazard mitigation, public access, and enhancement of the viable traditional economy. Three of the focus areas are specific goals of the Foundation and refer directly to the lease restrictions for the Bagdad Mill Site Park. They are listed here as an integral part of the developing management plan.

Environmental and Cultural Resource Protection - Relative to the environment, most of the site is a brownfield with about three acres gradually changing into a tidal freshwater river swamp. Specific goals are to identify and map the remaining ecological communities on the park waterfront including river swamp and sea grass beds and develop plans to conserve and expand these resources.

The Village of Bagdad is the only county-zoned historic district in Santa Rosa County, and it is listed on the National Register of Historic Places. Specific goals are to preserve the remaining archeological resources on the site and to move an endangered historic building (the Mason-Allen House) from Milton to the Mill Site Park for preservation. Bagdad is only 0.9 miles from the National Register Historic District of Downtown Milton, which is a city-zoned historic district.

Hazard Mitigation - The goal is to eliminate existing waterfront hazards and control stormwater discharge into Pond Creek and the Blackwater River. Derelict boats and some of the construction debris will be removed from the waterfront (recent hurricane induced storm surges and flooding have removed a large part of the problem already). Damaged areas in retention walls will be repaired. Fences will be repaired and added as necessary for public safety. The north detention pond will be connected to the Forsyth Street stormwater system to reduce the impact of stormwater discharge on the creek and river. Non-native invasive plants in the mill site park will be fully identified and a plan will be developed for control or removal.

Public Access - Roads surrounding the site presently covered with vegetation will be opened to the public. A canoe launching facility may be constructed to connect to designated canoe trails and an area for fishing will be set aside. (Adjacent to the mill site, Shell Landing is a public launch facility for power boats.) A boardwalk/nature trail may be constructed overlooking but not directly impacting the developing wetlands. The park may eventually be connected to the Blackwater Heritage State Trail on the SR191 corridor. It should be noted that the State Trail is a linear park

built on the roadbed of the railroad that transported timber to the Bagdad Sawmill for its last three decades of operation.

Enhancement of the Viable Traditional Economy - The economic focus area of the Waterfronts Florida Partnership Program does not apply directly to the conditions of the sublease. However, in the past, Bagdad's traditional industrial economy was almost totally based on the mills located at the Bagdad Mill Site Park and the adjacent shipyards. Obviously it is not possible to return to any aspect of that era. It has been suggested that the primary focus of the village economy should be eco-tourism and heritage tourism providing recreational services for local residents and visitors. Community input into any final focus for the Bagdad economy will be determined as part of the Waterfronts Bagdad project over the next two years. The mill site park could be central to the resource based recreation concept because it will provide a portal to Pond Creek and the Blackwater River. And if developed as conceptualized, the mill-site park will help to preserve the ambience of the antebellum sawmill town that surrounds it on two sides.

B. Natural and Cultural Resources

9. Please provide the following information:

- a) Are there any archaeological and/ or historical resources on site?
YES

In 1862 during the withdrawal of Confederate troops from the Pensacola area, the original mill was destroyed by fire. Rebuilt after the war, the mill sustained another fire in 1934, which burned many mill structures and equipment constructed in the decades after the Civil War. After the sawmill closed in 1939, the mill buildings were dismantled for scrap and salvage during World War II. Subsequent industrial activity on the site unrelated to lumbering destroyed remaining archaeological resources except for a portion of the massive brick and concrete foundation of the steam-powered gang mill constructed after the Civil War. The foundation contains impressions of the motor mounts for the steam engines that operated the gang mill.

- b) Are there any water resources, including water quality classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Waters on site?
YES

Pond Creek, a Class III Florida Water, borders the property to the north and a 100-foot portion of the creek including a small island is within the legal description of the property. The creek, which gets its name from its use as the log pond for the Bagdad Saw Mill, joins the Blackwater River at the northeast corner of the property where the historic mill foundation still exists. Bordering this section of the creek are approximately three acres of developing tidal freshwater river swamp.

The Blackwater River, designated a "Special Water" and an "Outstanding Florida Water" borders the east side of the site, but it is not included in the legal description. Riparian and littoral rights do exist relative to the river, and there are reservations in the deed concerning the use of pilings in the river that were put in place by operators of the saw mill. These pilings no longer exist, so the reservations are moot.

- c) Are there any State and federally listed endangered or threatened species, or imperiled habitat on site?
YES

The indicated "YES" is a qualified one. The whole site is a brownfield with about three acres of heavily impacted, re-vegetating wetland habitat remaining adjacent to Pond Creek. According to the Florida Natural Areas Inventory (copy attached, attachment #9), no listed endangered or threatened species has been recorded within the legal description for the site; however, there is a strong potential the blackmouth shiner, also known as the Pond Creek shiner, *Notropis melanostomus*, will be found in the quiet water behind the above mentioned island in Pond Creek. The species has been captured within a three hundred feet of this area and is actually common in the more western parts of Pond Creek. Florida pondweed, *Potamogeton floridanus*, the Panhandle lily, *Lilium iridollae*, and the Gulf sturgeon, *Acipenser oxyrinchus desotoi*, have been recorded in Pond Creek or the Blackwater River within one mile of the site.

- d) Are there any beaches, dunes, swamps, marshes or other wetlands on site?
YES

For 150 years prior to 1939 this site was almost completely cleared of vegetation and heavily impacted by industrial activity associated with one of the largest sawmills in the United States. The shoreline was filled by dredging sand from the creek and river to facilitate operation of steamboats, steam tugs and lumber barges. Many mill buildings were built on pilings over low land and the water.

About three acres bordering Pond Creek, which includes filled land, has gradually returned to a somewhat natural condition as a freshwater tidal swamp. Historically this area was used as the site for Bagdad's water powered grist mill, railroad equipment sheds and lumber drying sheds. It was also subjected to filling and stormwater discharge by subsequent owners. The area is now covered by a developing forest of water and laurel oaks and magnolia, willow, bay, sweet gum, black gum, Atlantic white cedar and cypress trees. Some of that vegetation was planted as mitigation by a previous owner of the site. The re-vegetating shoreline is a favored habitat for beavers, which are active at sundown.

Bordering this wetland and surrounding the island there is a zone of emergent vegetation and submerged grasses (including *Ruppia maritima* and *Vallesneria americana*) extending into the Blackwater River and south in a patchy pattern along the river frontage. A goal of the Waterfronts Florida Partnership Program will be to survey and map the extent of both types of vegetation (on the whole Bagdad Waterfront) and develop plans for protection and expansion of what

presently exists. This activity would help to conserve habitat for the blackmouth shiner.

- e) Are there any mineral resources, such as oil, gas and phosphates, any unique natural features, such as coral reefs, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams, and outstanding native landscapes containing relatively unaltered flora, fauna, and geological features on site?

YES

Although the area was leased for oil exploration in the late 1960s and early 1970s when the Jay oil field was developed, no mineral resources were identified at that time or subsequently. Presently mineral rights are reserved by previous owners.

Because the site is a brownfield, most of the original natural features have been destroyed; however, it does have the advantage of a scenic view of the Blackwater River at the confluence with Pond Creek. Here the view extends for one-half mile across the river to the opposite bank and more than a mile upstream.

During the years the sawmill operated, this view would have included a variety of sailing vessels at anchor and scores of lumber drying racks on both banks of the river being tended by steam-powered tugboats and lumber barges. There was a plank walkway north to Milton and a draw bridge to a satellite mill on nearby Island No. 2.

Today sand live oak, water oak, laurel oak, bay, black gum, sweet gum, magnolia, slash and longleaf pines, Atlantic white cedar, willow and cypress are slowly re-vegetating the entire area. The existing vegetation, which will require more than 100 years to approach its original condition, already provides a beautiful vista interrupted by only a single private homestead. More than eighty percent of the river wetlands and islands that comprise this scenic view are presently controlled by the Northwest Florida Water Management District and will therefore be preserved.

10. Please provide the management strategies to be implemented to protect the resources found on site.

Relative to archaeological resources, the remaining portion of the foundation of the historic sawmill will be cleared of overgrowth and stabilized according to recommendations that will be solicited from archaeologists at the University of West Florida. Then the foundation will become a public display to demonstrate the historical importance of the Bagdad Mill in the growth and development of Santa Rosa County and Northwest Florida.

Strategies that will protect and expand developing natural habitat have been outlined as part of the Waterfronts Florida Partnership Program. The remaining brownfield that has returned to a somewhat natural condition will be allowed to continue to do so without further interference except for removal of non-native invasive plants. Most of the recently filled area on the site will be seeded with native grasses to control

stormwater runoff especially to the Blackwater River. Sand live oaks, which were originally common on the upland portions of the site, will be planted in appropriate clusters in the filled area. See 21(b) for a list of non-native exotic species currently identified on site.

Since the 1960s, untreated stormwater from Forsyth Street has flowed out of a pipe at the Main Street entrance to the site and into a ditch paralleling the western property line and entering the developing wetlands adjacent to Pond Creek. An important strategy will be to route a portion or all of this stormwater through the existing north detention pond, which is approximately a hundred feet from the ditch. Detention of the stormwater for even a short period will control sedimentation and moderate stormwater impact on the wetlands, the creek and the river. The engineering design necessary for this small project will be supplied by the Waterfronts Florida Partnership Program project.

Strategies to protect the scenic view at the pond and riverfront would require supporting the Northwest Florida Water Management District's future plans for wetlands under its control. That is the intention of Santa Rosa County and the CSO.

C. USAGE OF THE PROPERTY

11. Identify the designated single or multiple uses of the property, as required in Chapter 253.034, F .5.

Multiple uses are conservation and protection of natural and historic resources and resource-based public outdoor recreation and education.

12. Describe the recent past uses of the property, and any unauthorized uses, if known.

The most recent previous use of the property was the manufacture of asphalt road paving material. Crushed rock (aggregate) was barged on the Blackwater River to the site, offloaded and stored in mountainous piles along the riverbank. In addition, a rock crusher was used to pulverize concrete from roads and bridges into particulate material to be incorporated in the paving material. Materials to supply the rock crusher were stored on the site. Liquid asphalt was trucked to the site and stored in heated tanks prior to use in a massive asphalt batch plant. Chipped automobile tires were melted by heaters to produce liquid rubber to be incorporated into the paving mix. There were fuel, paint, drum and equipment storage facilities and repair facilities for the equipment and vehicles. The concrete building, constructed on the site by a pre-stressed concrete company, was converted into offices, machine shops, storage facilities and restrooms with showers for employees.

Considerable controversy was generated during the years the asphalt plant was operating. At issue was whether or not appropriate permits were held and whether or not industrial wastewater and particulate materials from the above mentioned activities were entering the air and/or the surrounding surface water in particular the Blackwater River, an Outstanding Florida Water. That controversy eventually led to the construction of a stormwater detention pond, directing discharge into Pond Creek

only a few hundred feet from the Blackwater River, and a stormwater retention pond on the bank of the Blackwater River having no direct discharge. Before the controversy was resolved, the property was donated to the state to be used as a park.

It was just prior to the donation that a large portion of the property was covered with several feet of earth, most excavated during the construction of stormwater detention ponds managing runoff from Highway 89 in Milton, which buried the concrete foundations used in the manufacture of pre-stressed products and the debris of almost all previous industrial activity.

13. What is the purpose for which the property was acquired and the statutory authority for such uses?

The property was acquired as a donation by the Florida Department of Environmental Protection, Bureau of Land Acquisition and was accepted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Public records of the discussion before the Trustees prior to the transfer indicate the property was donated for use as a park. All lands will be used for the original purpose for which they were acquired and leased. No alternative uses of the property other than those stated above have been considered by the County. No properties should be declared surplus.

14. Identify any proposed uses in detail (Attach a map that depicts any planned development of the property, or additions to existing structures.)

Proposed uses of this passive park are all in keeping with the concept of protecting natural and historic resources, especially those peripheral to the park in Pond Creek and the Blackwater River and comply with the State Lands Management Plan adopted by the Trustees on March 17, 1981. Each planned use represents "balanced public utilization". The park will be open, dawn to dusk, free of charge to serve as a portal for resource-based public outdoor recreation on Pond Creek and the Blackwater River and eventually a resource location for the Blackwater Heritage State Trail. There will also be recreational opportunities on the site. Map references are those in Item 4 above (attachments #1-3).

The 4,000 square foot office building may be renovated for use as offices, public education facilities, and public restrooms. The offices could be used by non-profit organizations or public agencies requiring access to the nearby waterways. Large rooms in the building will be converted into satisfactory classrooms and field laboratories to serve science programs of the Santa Rosa county schools, especially Bagdad Elementary School (with tours and in-service training), Pensacola Junior College, The University of Florida and The University of West Florida. Existing restrooms will be converted to public facilities available when the park is open. The building and the surrounding area can be used for interpretive displays and it will support the activities of civil war re-enactors and heritage craftsmen.

An endangered historic 1870 building (The Mason-Allen House) presently located on property near the county courthouse within the Milton Historic District is being considered for transfer to the Bagdad Mill Site Park and restored to serve as a public-use facility (meeting rooms for local organizations, weddings and other private gatherings). The building has been evaluated by a structural engineer with historical

architecture experience and deemed moveable (attachment #10). If not relocated, the building will continue to deteriorate and eventually need to be demolished. Rental of the Mason-Allen House would generate funds to support maintenance of the structure and the park should that be determined a viable option.

Moving endangered period buildings to the park site is entirely in keeping with the site and the surrounding historic district. The mill site originally contained a row of antebellum residences constructed on Main Street where it entered the site and on Water Street extending south from the site. Except for two buildings that were moved to other locations in Bagdad, these structures were destroyed in the previously mentioned fires.

The partially shaded, grassy meadow, which eventually will be created as the park is developed, will encourage individuals and families to use the site and included trails and enjoy the river view. It will also provide a broad venue for public activities including outdoor cultural events. Discussions have occurred for development of camping facilities for the occasional group campers who use the canoe trail. It is much too early to develop procedures for this possibility since some repair and restoration work needs to occur prior to allowing camping on site.

Connection of a small portion of the Bagdad stormwater system on Forsyth Street, which flows unrestricted into Pond Creek, to the north detention pond, as mentioned earlier, will serve to mitigate impacts of stormwater on adjacent water resources.

Repair or replacement of the hurricane damaged cypress privacy fence and gate will provide better security to the site. Before the park can be opened to the public, a picket fence (or some other type of barrier in keeping with the natural features of the site) should be installed along the riverfront piling wall to prevent people, especially small children, from falling onto the concrete littered and heavily vegetated riverbank below the wall. Most of the concrete and brick debris on the riverbank was partially or completely frozen in place by concrete poured over it by previous owners to check erosion by the river.

Construction of a canoe-launch facility (canoe-level docks) at the old steamboat landing near the mill foundation or on Pond Creek adjacent to the mill foundation (north end of the property) would be beneficial in providing public access to the county designated Pond Creek canoe trail (attachment #2). At different times of the year fishing is popular at the site. An area near the launch facing a favored deepwater area may be set aside with a convenient boardwalk (also on the north end of the property).

A boardwalk built in front of the north detention wall paralleling the developing river swamp and extending toward the Pond Creek Bridge on Highway 191 would provide access to the small wetland without compromising its development. It would be especially useful during the seasons when migratory birds are passing through the area.

A priority item is connection of the park to the Blackwater Heritage State Trail to the north and to proposed extensions of the trail to the south (attachment #3 for proximity of existing trail to Bagdad Mill Site). The Blackwater River Foundation has submitted

grant applications to provide funding for this purpose to be combined with County bed-tax funds that are being collected for the same purpose. Future construction related to this priority will include securing funding to extend the multi-use path near the river bank and connect to the County's Oyster Shell Landing boat launching facility via Water Street.

15. Have alternative or multiple uses of this property been considered? (For example, recreation, silviculture, etc.)
YES

Within the constraints on the use of the property as noted in Item 7, multiple uses considered include: hiking, biking, fishing, canoe launching, camping, other forms of passive recreation such as bird watching, providing educational facilities for laboratory activities, providing a public use rental facility, archaeological interpretation of the site and a location for accepting endangered historical buildings compatible with historic buildings that once stood on the site.

16. a) Are there any parcels of land within or adjacent to the property that should be purchased because they are essential to its management?
YES

Santa Rosa Parcel No. 15-1N-28-0120-00100-0020, currently owned by L. V. Davis and Sons Limited Partnership, P.O. Box 252, Bagdad, FL 32530, is situated adjacent to the park and is currently vacant land zoned for commercial development. Future development of this parcel with a commercial enterprise inconsistent with passive recreation would have a negative impact on the use of the park for that purpose. This area would also be important for future expansion of the park and should be considered for purchase to prevent an incompatible use. This commercial site presently is vegetated and provides the only substantial buffer existing between the park and SR 191 (Forsyth Street).

- b) Are there any portions of this property no longer needed for your use?
NO

D. MANAGEMENT ACTIVITIES

17. If there is more than one agency managing this property, describe the management responsibilities of each agency and how such responsibilities will be coordinated.

The park will be managed by Santa Rosa County with the aid of the designated CSO, the Blackwater River Foundation, Inc. The CSO will attempt to obtain a portion of funding necessary to operate and maintain the park through activities associated with use of the site, potential lease of facilities and grants for planning and development, such as the Florida Waterfronts Partnership. The Foundation expects to invite the Office of Greenways and Trails, Blackwater Heritage Trail State Park, to participate in the process. Presently the Foundation has engaged a project manager for the Waterfronts Partnership Program who will coordinate management of the Bagdad Mill Site Park with Santa Rosa County for at least the first two years.

18. List all important management needs and problems for the property. Explain how you plan to address these needs. For management problems, describe proposed solutions, including potential mitigation project sites.

Management needs with proposed solutions are already listed under different headings of this form (Items 8, 10, 14, and 21). Current cost estimates for priority management activities is estimated to be approximately \$100,000. Other management activities suggested in this document will range from \$250,000-\$400,000 to accomplish. Funding will come from grants and County funds.

19. Are there any adjacent land uses that conflict with the planned use of the property?

NO

Adjacent land use supports the passive park at the moment. Private property to the west includes two residences, one a significant historic structure originally the residence of an owner of the original antebellum sawmill. One lot on the west side at the intersection of Forsyth and Main Streets is zoned highway commercial and presently undeveloped. However, commercial development of this lot with a use inconsistent with passive recreational use of the Bagdad Mill Site Park has the potential to conflict with the planned use of the property in the future (see 16a.).

There is a county-owned powerboat launching facility (with two docks) south of the site (Oyster Shell Landing) separated from the passive park by a parcel with zoning that would allow construction of a marina. Recognizing the ecological significance of the Blackwater River, the owner of the marina parcel intends to put in place no more than eight docks for private boats (the number of lots in his parcel). A county road presently overgrown with vegetation, Water Street, extends from the south line of the park to the public launching ramps.

20. Are the planned uses of the property expected to impact the renewable and non-renewable resources of the property?

NO

21. How does your agency plan to provide for the following? (Note any drainage problems, development that might cause erosion, and sources of possible soil or water contamination, including any hazardous or petroleum products which are to be stored on site. Describe how these problems will be prevented. If no problems are anticipated, briefly explain why.):

- a) Conservation of soil and water resources (including control and prevention of soil erosion and water and soil contamination)

Systems for the control of runoff already on the site require minor repairs. There is a breach under the east piling-wall caused by water pooling behind the wall and then percolating through an area not faced with concrete. The solution will be to expose the damaged section, install a concrete plug and replace the fill until it is nearly level with the piling wall. Contouring the soil toward the south retention pond will prevent pooling of stormwater behind the wall that caused the initial failure.

The partial breach in the north detention pond, which is less than three feet wide under the still intact wall can be easily repaired with fill and probably prevented from reoccurring by elevating the retaining wall about one foot with concrete-filled sandbags to prevent over wash (this part of the wall may have been constructed lower than the top of the spillway). It is also possible that part of this damage is due to a leak from the percolation system where it exits under the wall toward Pond Creek.

Two stacked pilings in the wall adjacent to the old mill foundation are being pushed out of alignment by the weight of fill dirt. The fill behind them should be removed, and the two pilings realigned in a vertical position before the fill is replaced.

After repairs to the control system are complete, the 15-acre portion of the site that was filled should be leveled (a few low mounds of sand and gravel still exist) and seeded with native grasses where those are presently absent. The resulting expanse of grass can be maintained by mowing to form a semi-natural meadow to slow stormwater runoff. Sand live oak trees should be planted in clusters away from the river to provide additional soil stabilization and add to the natural ambience of the site. Less than one acre at the south end of the site, which is supporting some river swamp associated vegetation, will be conserved in its present state.

Soil and water contamination on the site is residual to the activities of previous industrial owners. Phase I and II environmental site assessments were prepared by Harding Lawson Associates, Tallahassee, Florida.

A summary of the first report noted. "Stained soil was observed at numerous locations including the maintenance/repair area, the former location of the asphalt batch plant and the drum storage area. Motor oil and hydraulic oil leakage outside of the above ground storage tank containment area was observed. Groundwater in this area is reportedly less than 12 feet below land surface."

The second report was based on actual soil and groundwater sampling and analyses for contamination at only four areas of concern as noted above. Conclusions in the second report were as follows. "No excessively contaminated soil was detected at any of the areas of concern."

"A significant amount of buried concrete was encountered during the boring program. It is assumed that the concrete encountered during this assessment was associated with the pre-stressed concrete plant that was previously operated at this facility. In addition, a small band of black ash-like material that was observed at several of the boring locations at a depth of approximately 24 inches could be from the lumber mill operations that also operated at this site in the past."

"Groundwater samples collected from the areas of concern did not indicate the presence of petroleum or solvent contamination. With the exception of TRPH at 1.5 ppm from an area adjacent to the above ground fuel tanks, all of the volatile

and semi-volatile parameters were reported below detection limits. The groundwater cleanup target level (GCTL) for TRPH is 5 ppm. Total concentrations for the metal arsenic, cadmium, and lead were reported above GCTL..."

"Based on site observations, soil screening data and soil and groundwater laboratory confirmation samples, no evidence of excessive soil or groundwater contamination have been observed at this facility. No further action is recommended at this site."

After repairs and leveling of the site as mentioned above, there are no proposed activities that would disturb the so-called areas of concern and the filled areas or introduce other contamination to the site.

b) Control of invasive, non-native plants

Brownfields often create conditions that allow invasive, non-native plants to flourish and the mill site is no exception. Except for cogon grass, following exotic species are common on the site in areas that were not filled, including the wetlands and all boundary areas :

- Camphor tree, *Cinnamomum camphora*
- Chinese climbing fern, *Lygodium* sp.
- Cogon grass, *Imperata cylindrica*
- Lantana, *Lantana camara*
- Mimosa, *Albizzia julibrissin*
- Popcorn tree (Chinese tallow), *Sapium sebiferum*
- Privet, *Ligustrum* sp.

In most cases removal of these exotic plants will have to be done individually with topical application of herbicide if the plant can not be removed with the roots intact. Unfortunately this eradication procedure will have to be continued annually on the mill site because the surrounding river swamps are populated with reproducing exotics.

Because earth fill was applied recently, the exotics on the 15 filled acres were destroyed. However, cogon grass has been established on the fill in the southeast corner where some grading equipment was stored. This small area (0.01 acre) will be treated with an appropriate herbicide in the fall, and retreated as necessary until the exotics are eliminated.

22. Please note your agreement with the following statement:

THE MANAGING AGENCY FOR THE PROPERTY DESIGNATED IN THIS MANAGEMENT PLAN WILL CONSULT WITH THE DIVISION OF HISTORICAL RESOURCES BEFORE TAKING ACTIONS THAT MAY ADVERSELY AFFECT ARCHAEOLOGICAL OR HISTORICAL RESOURCES. THIS MANAGEMENT PLAN COMPLIES WITH THE "STATE LANDS MANAGEMENT PLAN, 11 ADOPTED BY THE BOARD OF TRUSTEES ON

MARCH 17, 1981, AND THE PLAN REPRESENTS BALANCED PUBLIC UTILIZATION.

AGREE X

24. Does the local government agree that this plan complies with their Local Government Comprehensive Plan? (Provide as a numbered attachment a letter from the local government, or at a minimum, a copy of the letter that your agency sent to them requesting this information.)

YES X

Attachment #8

The Office of Greenways and Trails must review all proposed construction plans and proposed plans for improvements, even if the construction or improvements are identified within the management plan. OGT must review all third party agreements for easements, concession agreements or other actions affecting the site.



Gregory S. Brown, CFA
Santa Rosa County
Property Appraiser

6495 Caroline Street
Milton, Florida 32570

(850) 983-1300 Voice
(850) 623-1284 Fax
info@srcpa.org

Map Interaction Mode: Click Any Parcel On Map To Update
Parcel Information Table



ZOOM OUT



ZOOM IN

Selected Parcel



0 0.02 0.04 0.06 0.08 mi

Remove Aerial Photography

The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, it's use or interpretation. The assesment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[SANTA ROSA HOME](#)

[RETURN TO SEARCH PAGE](#)

PARCEL INFORMATION TABLE

Selected Parcel	15-1N-28-0120-00100-0010
Property Use	FOREST, PA
Acres	17.99
Land Use	STATE

OWNERSHIP INFORMATION

Name	TIITF/GREENWAYS & TRAILS
Mailing Address	BAGDAD DONATION (OLD MILL SITE) C/O DEP TALLAHASSEE, FL 32399-3000
Situs Address	6953 MAIN ST

CERTIFIED VALUES

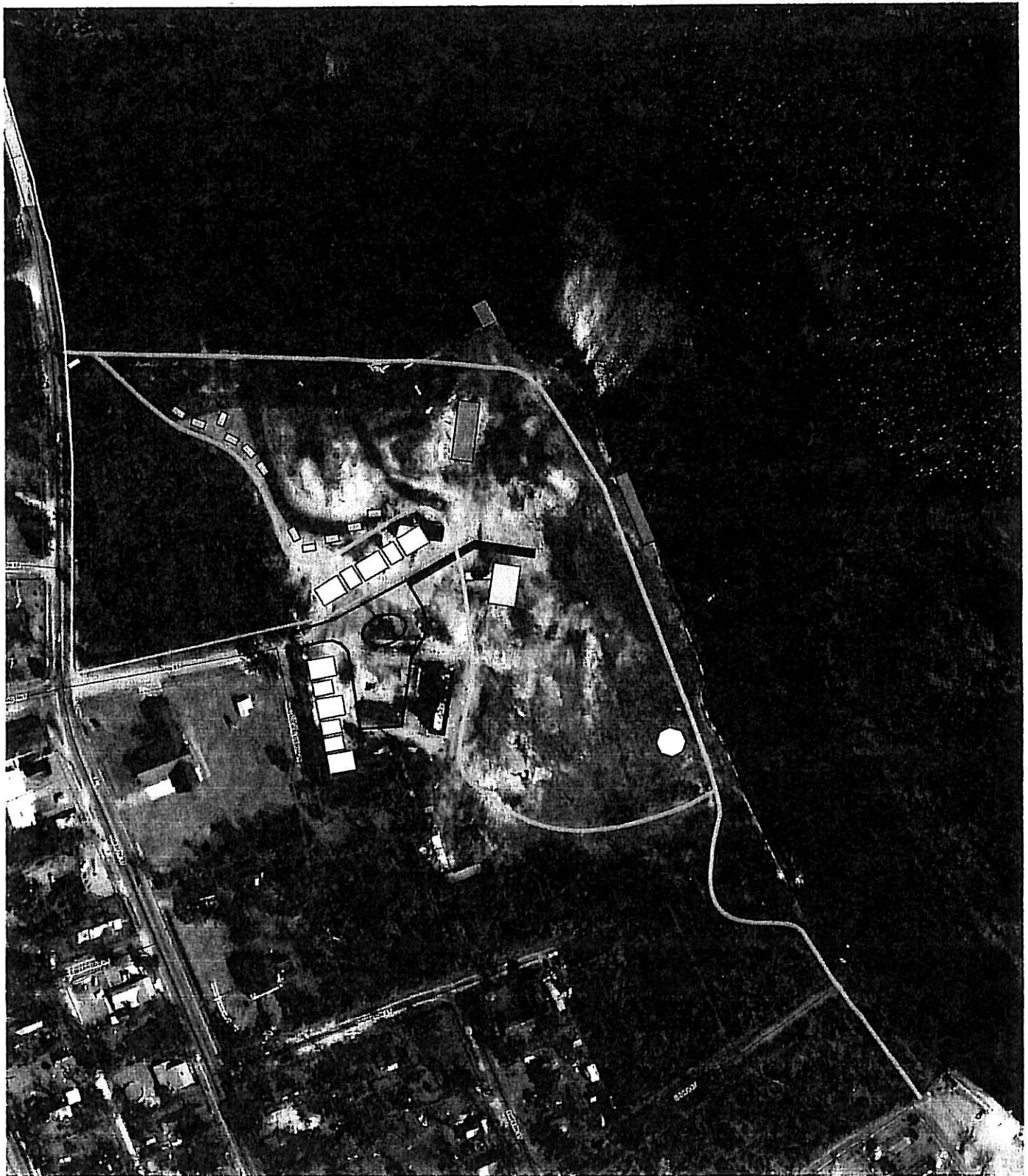
Land Value	169,290
Agricultural Value	0
Building Value	70,234
Misc Value	3,500
Just Value	243,024
Assessed Value	243,024
Exempt Value	243,024
Taxable Value	0
Homesteaded	N

LAST 2 SALES

Date	Price	Vacant?	Qual
09-2000	100	N	U
09-2000	100	N	U

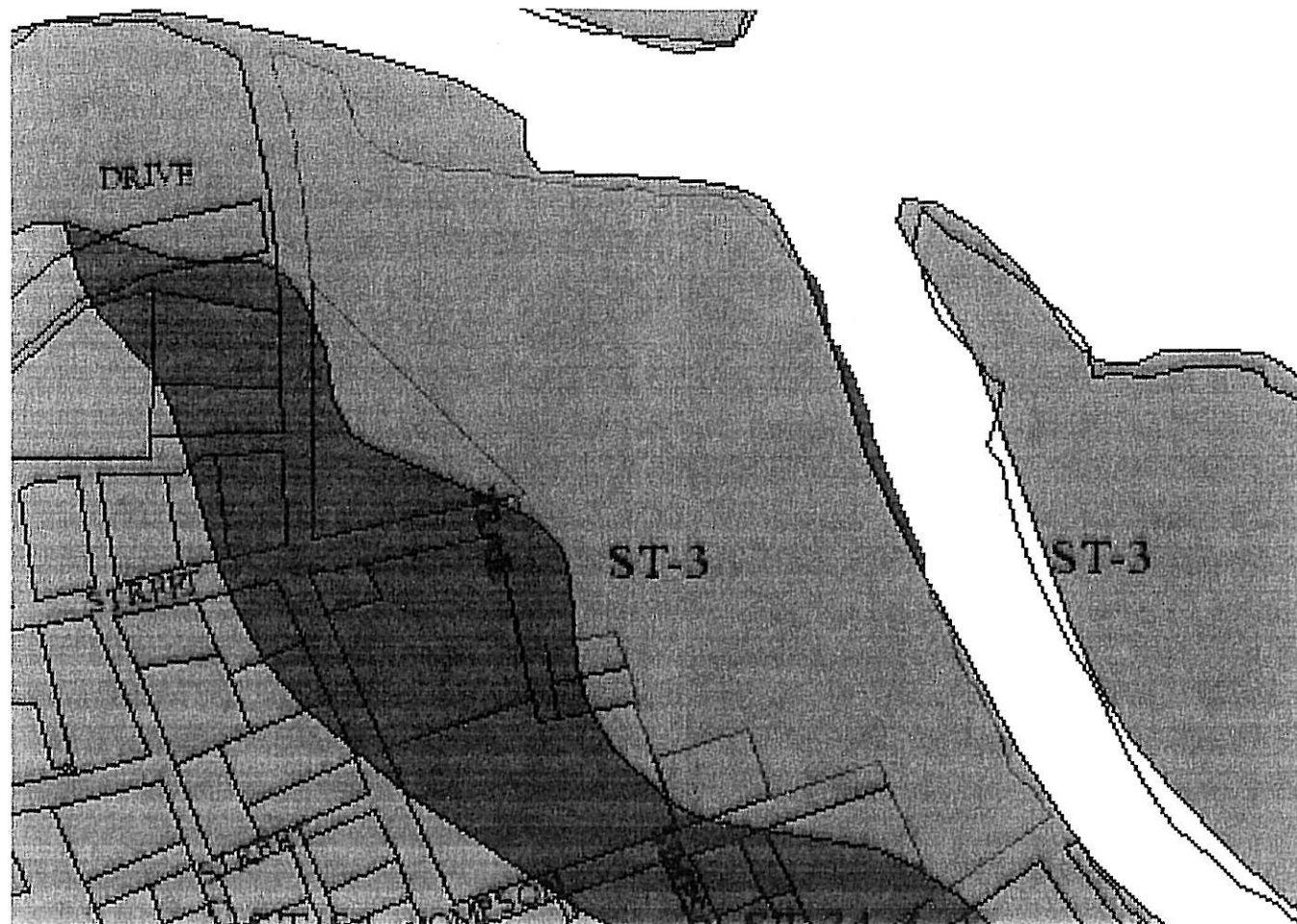


Relative location within Santa
Rosa County



Proposed Improvements to the Bagdad Mill Site Park

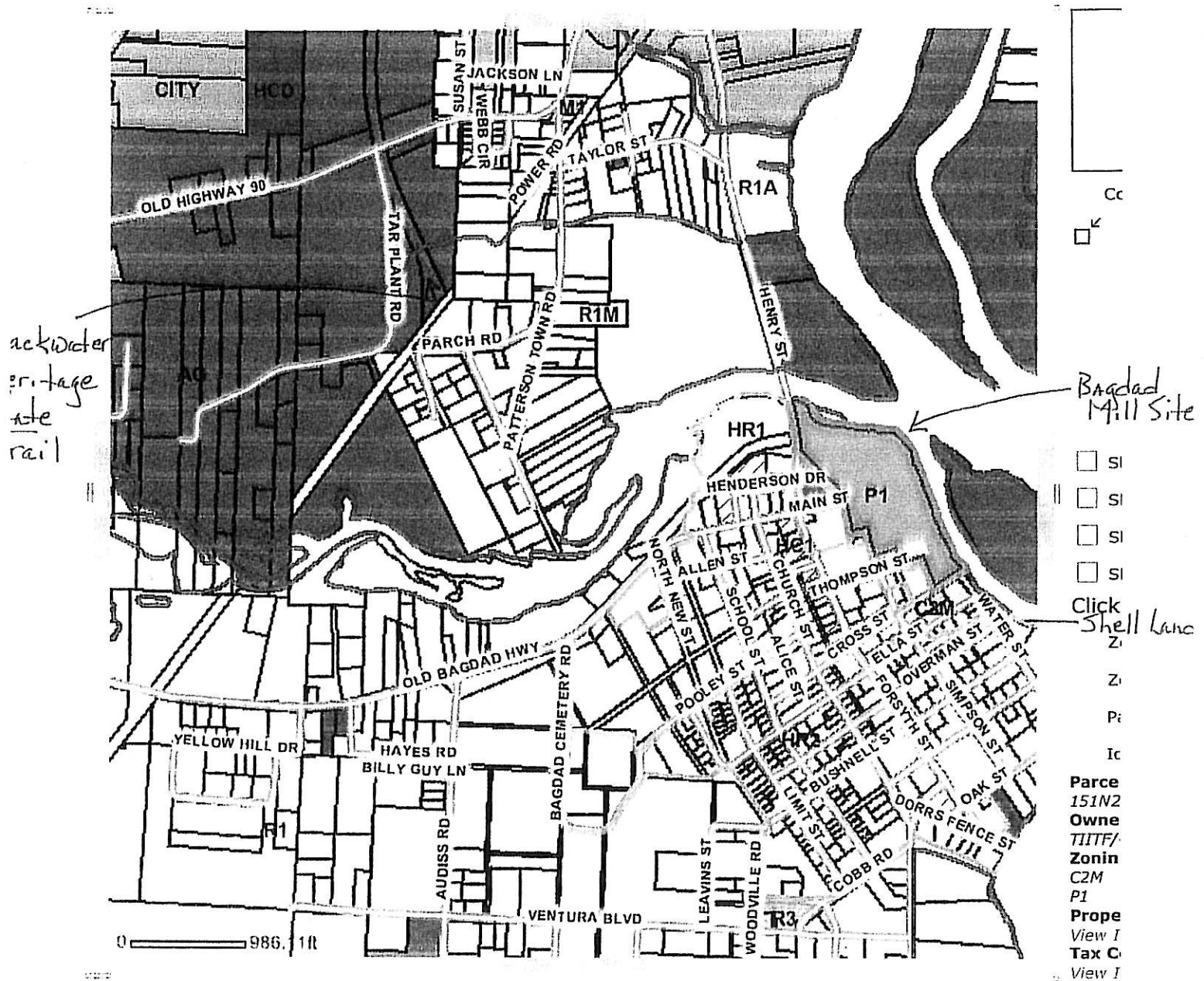
Legend:		Existing Concrete Structure		Brick Road
		Potential Site for Mason-Allen House		Paved Multiple Use Trail
		Potential Sites for Other Historic Structures		Fishing Platform
		Small Entertainment Pavilion		Canoe Kayak Launch Facility
		Large Entertainment Pavilion		Parking Area
		Picnic Tables (With Overhead Structures)		Property lines



ST-1	ALBANY LOAMY SAND, 0-5% SLOPES	ST-2	ANGIE VARIANT LOAM
ST-3	BIBB-KINSTON ASSOCIATION	ST-4	BOHICKET-HANDBORO
ST-5	BONIFAY LOAMY SAND, 0-5% SLOPES	ST-6	CHEWACLA-WAHEE-RIVERVIEW ASSOCIATION
ST-7	DOROVAN-PAMLICO	ST-8	DOTHAN FINE SANDY LOAM, 0-2% SLOPES
ST-9	DOTHAN FINE SANDY LOAM, 2-5% SLOPES	ST-10	DOTHAN FINE SANDY LOAM, 5-8% SLOPES
ST-11	ESCAMBIA FINE SANDY LOAM, 0-2% SLOPES	ST-12	ESTO LOAM, 0-2% SLOPES
ST-13	ESTO LOAM, 5-8% SLOPES	ST-14	FUQUAY LOAMY SAND, 0-5% SLOPES
ST-15	FUQUAY LOAMY SAND, 5-8% SLOPES	ST-16	GARCON LOAMY FINE SAND
ST-17	GULLIED LAND	ST-18	JOHNS FINE SANDY LOAM
ST-19	KALMIA LOAMY FINE SAND, 2-5% SLOPES	ST-20	KUREB SAND, 0-8% SLOPES
ST-21	LAKELAND SAND, 0-5% SLOPES	ST-22	LAKELAND SAND, 5-12% SLOPES
ST-23	LAKELAND SAND, 12-30% SLOPES	ST-24	LEON SAND, 0-2% SLOPES
ST-25	LUCY LOAMY SAND, 0-5% SLOPES	ST-26	LUCY LOAMY SAND, 5-8% SLOPES
ST-27	LYNCHBURG FINE SANDY LOAM	ST-28	MAXTON LOAMY FINE SAND, 2-5% SLOPES
ST-29	MULAT LOAMY FINE SAND	ST-30	ORANGEBURG SANDY LOAM, 0-2% SLOPES
ST-31	ORANGEBURG SANDY LOAM, 2-5% SLOPES	ST-32	ORANGEBURG SANDY LOAM, 5-8% SLOPES
ST-33	ORTEGA SAND, 0-5% SLOPES	ST-34	PACTOLUS LOAMY SAND, 0-5% SLOPES
ST-35	PICKNEY LOAMY SAND	ST-36	PITS
ST-37	RAINS FINE SANDY LOAM	ST-38	RED BAY SANDY LOAM, 0-2% SLOPES
ST-39	RED BAY SANDY LOAM, 2-5% SLOPES	ST-40	RUTLEGE LOAMY SAND
ST-41	TIFTON SANDY LOAM, 0-2% SLOPES	ST-42	TIFTON SANDY LOAM, 2-5% SLOPES
ST-43	TIFTON SANDY LOAM, 5-8% SLOPES	ST-44	TROUP LOAMY SAND, 0-5% SLOPES
ST-45	TROUP LOAMY SAND, 5-8% SLOPES	ST-46	TROUP LOAMY SAND, 8-12% SLOPES
ST-47	TROUP-ORANGEBURG-COWARTS, 5-12% SLOPES	ST-48	URBAN LAND
ST-49	NEWHAN-COROLLA COMPLEX, ROLLING	ST-50	BEACHES
ST-51	MEADOWBROOK FINE SAND	ST-52	GOLDHEAD FINE SAND
ST-53	ARENTS, MODERATELY WET	ST-54	FOXWORTH SAND, 0-5% SLOPES
ST-55	COROLLA-DUCKSTON SANDS, GENTLY UNDULATING, FLOODED		

For More Information About Santa Rosa Soil Types - Download this MS Excel Document -> [Santa Rosa Soil Types](#)

Community Planning, Zoning and Development



Zoning Maps Disclaimer: Areas which are outlined as a Special Planning Areas, Protection Areas or Historic Areas may have additional limitations that regulate the use of the property. Zoning Boundaries are not static .. contact us for any changes which may have occurred since the publication of this map document. Zoning boundaries do not always follow the parcel lines .. please insure you look closely at the map document when checking zoning. Please contact the Community Planning, Zoning and Development Division for additional information and/or zoning verification - 981-7075.

Return To Zoning Search | View Legend | Zoning Classifications | Mapping By ROK
 County Home Page | Planning & Zoning Home Page

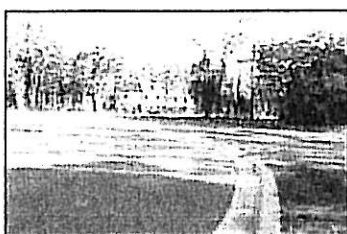
Santa Rosa County

Citizen Service Center



Zoning Classifications

[Our Site Index](#)



Phones: 850 - 981-7075

Fax: 983-9874

Email: Staff Emails

Our Office is located at:

6051 Old Bagdad Hwy
Milton, FL 32583

Office Hours:

7:30 am - 4:30 pm.

Planners Available for Walk-Ins:

7:30 am - 4:30 pm.

Due to the volume of planning requests, appointments are recommended and have priority over walk-ins.

Zoning Classifications

District	Definition	LDC Article	LDC Page
AG	Agriculture/Rural Residential	6.05.02	6-26
AG2	Agriculture	6.05.03	6-30
C1M	Marina	6.05.16	6-79
C2M	Marina and Yacht Club	6.05.17	6-86
CT	Commerce and Technology Park	6.05.18	6-90
ER	Estate Residential	6.05.11	6-52
HC1	Historical - Commercial	6.05.22.C.3	6-106
HCD	Highway Commercial Development	6.05.15	6-74
HD	Historical District	6.05.22	6-105
HR1	Historical - Single Family	6.05.22.C.1	6-105
HR2	Historical - Multiple Family	6.05.22.C.2	6-106
M1	Restricted Industrial	6.05.19	6-93
M2	General Industrial	6.05.20	6-98
NC	Neighborhood Commercial	6.05.14	6-70
P1	Passive Park	6.05.01	6-23
P2	Active Park	6.05.01	6-23
PBD	Planned Business District	6.05.13	6-62
PID	Planned Industrial Development	6.05.21	6-100
PUD	Planned Unit Development	6.05.12	6-54
R1	Single Family Residential	6.05.05	6-36
R1A	Single Family Residential	6.05.06	6-38
R1M	Mixed Residential Subdivision	6.05.07	6-40



LEGEND

Man Layers

☒ Conservation Lands

Series 5

☐ State Highways

☒	Water Bodies
☒	Water Bodies Text
☐	Township Range
☐	Township Range Section

☒ Water Bodies Text
☐ Township Range
☐ Township Range Section

☐ Township Range
☐ Township Range Section

Data Last Updated: Dec 2005

Map is designed to be accessed with Internet Explorer and may not work with other browsers.

Not all conservation lands are open to the public; contact managing agency for additional information.





SERVICES DATA PRODUCTS PARTNERSHIPS ABOUT STAFF CONTACT

Florida's Conservation Lands

Map Zoom

to County

to Conservation Land

Show Conservation

within County

by Lead Managing Agency

Each conservation land is categorized by lead managing agency. Properties that have multiple managing agencies will be listed only by lead managing agency and not by secondary managers.

Map Layers

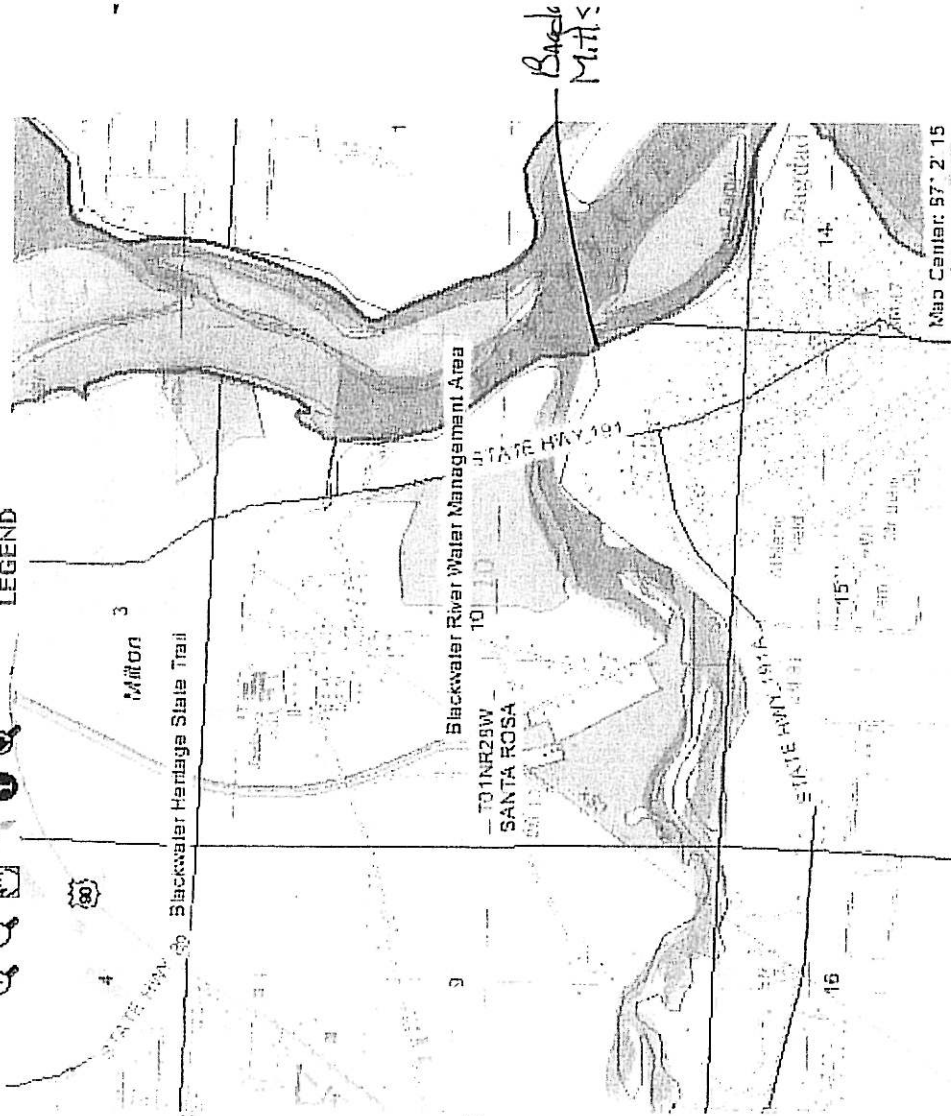
- ☒ Conservation Lands
- ☒ Conservation Lands Text
- ☐ Aerials
- ☒ Digital Raster Graphics
- ☒ State Highways
- ☐ Local Roads
- ☒ Water Bodies
- ☒ Water Bodies Text
- ☒ Township Range
- ☒ Township Range Sector

Data Last Updated: Dec 2005

Map is designed to be accessed with Internet Explorer and may not work with other browsers.

Not all conservation lands are open to the public; contact managing agency for additional information.

LEGEND



FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B

Issuing Office File No.: 2000-20 FA

Policy No.: FA-35-485831

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.

(Exceptions Nos. 1 Thru 6 Above Are Hereby Deleted)

7. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands accreted to such lands.
8. Those portions of the land insured hereunder, if any, comprising land under navigable waters or artificially filled land in what were formerly navigable waters are subject to any and all rights of the United States Government arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce.
9. Riparian and littoral rights are not insured.
10. Subject to Deed or Restrictions recorded in O. R. Book 1599, Page 1267, Public Records of Santa Rosa County, Florida, restricting the operation of a Svedala Industries, Inc. 130/150 Impactmaster II, R.C., or an equivalent device on the property. (Said restrictions shall not apply to the State of Florida during its ownership of the property.)
11. Easement to Gulf Power Company recorded in O. R. Book 332, Page 634, Public Records of Santa Rosa County, Florida, granting and conveying the right to construct, maintain and operate its line of poles upon, over and across Blocks 5 and 6 of Parcel I of the property, including the right of ingress and egress thereto.
12. Underground Easement for Electric Service to Gulf Power Company recorded in O. R. Book 332, Page 636, Public Records of Santa Rosa County, Florida, granting and conveying the right to lay, bury, construct, operate maintain and dig up and repair an underground electrical distribution system and necessary related over head facilities ... on, along, under and across the property, including the right of ingress and egress thereto.
13. Underground Easement for Electric Service to Gulf Power Company recorded in O. R. Book 949, Page 630, Public Records of Santa Rosa County, Florida, granting and conveying the right to lay, bury, construct, operate maintain and dig up and repair an underground electrical distribution system and necessary related over head facilities ... on, along, under and across the property, including the right of ingress and egress thereto.
14. Easements, Roadways and Set Back Lines, if any, as described in the Official Map of Bagdad filed January 1, 1912, Public Records of Santa Rosa County, Florida.
15. Subject to reservation for the use and benefit of The Baghdad Corporation of all piling in the waters bounding the property; and Subject to a leasehold held by The Baghdad Corporation as to a 60 foot square parcel of land described therein, contained in Warranty Deed recorded in O. R. Book 287, Page 812 and Warranty Deed recorded in O. R. Book 287, Page 816, Public Records of Santa Rosa County, Florida. (Said leasehold to expire on July 14, 2040.)

FATIC-522

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B - (CONTINUED) - PAGE 2

Issuing Office File No.: 2000-20 FA

Policy No.: FA-35-485831

16. Subject to Drainage Easement to State Road Department as described in Warranty Deed recorded in O. R. Book 287, Page 812 and Warranty Deed recorded in O. R. Book 287, Page 816, Public Records of Santa Rosa County, Florida.
17. Reservation by B. M. and Elizabeth F. Henderson and Bertha Reeves Griffith contained in Warranty Deed recorded in O. R. Book 287, Page 812, Public Records of Santa Rosa County, Florida, as to three fourths (3/4) of all the gas, oil, sulphur and other mineral rights on, in or under the lands, together with the necessary rights for the development of same.
18. Reservation by Runyan Machine and Boiler Works, Inc. contained in Warranty Deed recorded in O. R. Book 287, Page 816, Public Records of Santa Rosa County, Florida, as to three sixteenths (3/16) of all the gas, oil, sulphur and other mineral rights on, in or under the lands, together with the necessary rights for the development of same.
19. Special Warranty Deed to the State of Florida for use and benefit of the State Road Department recorded in Deed Book 154, Pages 330 and 331, Public Records of Santa Rosa County, Florida.
20. Subject to encroachment of an existing concrete pad located on the Southwesterly portion of the property onto adjoining land, as depicted on survey by Southeastern Environmental Engineering Company, Inc., dated August 25, 2000, Job No. 0099-45.

OAS3

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION, OFFICE OF GREENWAYS AND TRAILS

SUBLEASE AGREEMENT

Sublease Number 4470-01

THIS SUBLEASE AGREEMENT is made and entered into this 28th day of January, 2005, between THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "SUBLESSOR", and SANTA ROSA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the Bagdad Mill Site under TRUSTEES' Lease No. 4470.
2. DESCRIPTION OF PREMISES: The property subject to this sublease, is situated in the County of Santa Rosa, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "subleased premises".
3. SUBLEASE TERM: This sublease shall commence on January 28, 2005 and end on July 26, 2054, unless sooner terminated pursuant to the provisions of this sublease.
4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.
5. CONFORMITY: This sublease shall conform to all terms and conditions of TRUSTEES' LEASE NO. 4470 between the TRUSTEES and SUBLESSOR dated July 27, 2004, a copy of which is attached hereto as Exhibit "B" and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the property or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full, quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 18-2.021(4) Florida Administrative Code, within twelve months of the effective date of TRUSTEES' Lease Number 4470. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within nine months of the effective date TRUSTEES' Lease Number 4470. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every five years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Management Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved

Management Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.
9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.
10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees other than non-native species, shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.
11. INSURANCE REQUIREMENTS: During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. Such policies of insurance shall name SUBLESSEE, the TRUSTEES, SUBLESSOR and the State of Florida as coinsureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. The insurer

must possess a minimum current rating of B+ Class VIII in "Bests Key Rating Guide" in lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE further agrees to immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. SIGNS: SUBLESSEE shall insure that the subleased premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by SUBLESSEE for any project on the subleased premises SUBLESSEE shall erect signs identifying the subleased premises as a federally assisted project.

15. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full

force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

16. TIME: Time is expressly declared to be of the essence of this sublease.

17. NON-DISCRIMINATION: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

18. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to SUBLESSOR and the TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and the TRUSTEES shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same.

21. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

22. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of

any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Office of Greenways and Trails
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 795
Tallahassee, Florida 32399-3000

SUBLESSEE: Santa Rosa County Administrator
6495 Caroline Street, Suite M
Milton, Florida 32570

23. BREACH OF COVENANTS TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees or maintain this sublease in full force and effect and exercise all rights and remedies conferred upon SUBLESSOR herein.

24. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on, or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) Lessee shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or

dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable agencies.

25. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

26. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau

of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 18 and 36 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

27. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

28. PUBLIC LANDS ARTHROPOD CONTROL PLAN: SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease, all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

29. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters

or the air space thereabove.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.
31. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
33. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.
34. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.
35. SUBLEASES: This sublease is for the purposes specified herein and other subleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any sublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.
36. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers, and the like in as good condition as the same may be on the effective date of

this sublease; provided, however, that any removal, closure, etc., of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, and enhancement of the natural and historical resources within the subleased premises and with the approved Management Plan.

37. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

38. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

39. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

40. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

41. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, OFFICE OF
GREENWAYS AND TRAILS

Destiny Bryant
Witness
Destiny L. Bryant
Print/Type Witness Name
Judy A. Brooks
Witness
Judy A. Brooks
Print/Type Witness Name

By: [Signature]
JAMES M. WOOD
Print/Type Name
Title: ASSISTANT DIRECTOR

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of January, 2005, by James M. Wood, as Assistant Director of the Office of Greenways and Trails, Florida Department of Environmental Protection, who is/are personally known to me or who produced [Signature] as identification.



Shannon Franklin
MY COMMISSION # DD119914 EXPIRES
May 23, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public, State of Florida
Shannon Franklin
Print/Type Notary Name

Commission Number: DD119914

Commission Expires: May 23, 2006

SANTA ROSA COUNTY, a political
subdivision of the State of Florida
By its Board of County Commissioners

Merry Beth Andrews
Witness

Merry Beth Andrews
Print/Type Witness Name

Michelle Parker
Witness

Michelle Parker
Print/Type Witness Name

By: [Signature]

Gordon Goodin
Print/Type Name

Title: Chairman

(Official Seal)

Attest: Mary Johnson

Mary Johnson
Print/Type Name

Title: Clerk of Court

STATE OF FLORIDA
COUNTY OF SANTA ROSA

"SUBLESSEE"

The foregoing instrument was acknowledged before me this 18th day of
January 2005, by Gordon Goodin and
Mary Johnson, as Chairman and
Clerk of Court, respectively, on behalf of the Board of
County Commissioners of Santa Rosa County, Florida, who is/are personally known
to me or who produced _____ as identification.

Kelly L. Hobbs
Notary Public, State of Florida

Kelly L. Hobbs
Print/Type Notary Name



Kelly Lynn Hobbs
My Commission DD127503
Expires August 11, 2008

Commission Number:

Commission Expires:

CONSENT

Consented to by the TRUSTEES on this 28th day of January 2005.

Gloria C. Nelson
Gloria C. Nelson, Operations and
Management Consultant Manager,
Bureau of Public Land Administration,
Division of State Lands, Department of
Environmental
Protection

Approved as to Form and Legality

By: [Signature]
DEP Attorney

SALJ

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

LEASE AGREEMENT

BAGDAD DONATION

Lease Number 4470

This lease is made and entered into this 27th day of July, 2004, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by state agencies which may properly use and possess them for the benefit of the people of the State of Florida,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of Santa Rosa, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty years, commencing on July 27, 2004 and ending on July 26, 2054, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and resource-based public outdoor recreation which is compatible with the

conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Section 253.034, Florida Statutes, and subsection 18-2.021(4), Florida Administrative Code. The Management Plan shall be submitted for approval to the Department of Environmental Protection, Division of State Lands, Office of Environmental Services, Mail Station 140, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition, which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE, in any matter pertaining to this lease.

Exhibit "B"
Page 3 of 13

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain fire and extended risk insurance coverage, in accordance with Chapter 284, F.S., for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.
10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.
11. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.
12. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

Exhibit "B"
Page 4 of 13

13. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

14. POST CLOSING RESPONSIBILITIES: In an effort to define responsibilities of the LESSOR and LESSEE with regard to resolving post closing management issues, the parties agree to the following:

- a. After consultation with the LESSEE, LESSOR agrees to provide the LESSEE with the title, survey and environmental products procured by the LESSOR, prior to closing.
- b. LESSOR will initiate surveying services to locate and mark boundary lines of specific parcels when necessary for immediate agency management and will provide a boundary survey of the entire acquisition project at the conclusion of all acquisition within the project boundary. Provided, however, the LESSEE may request individual parcel boundary surveys, if necessary, prior to the conclusion of acquisition activities within the project boundaries.
- c. Unless otherwise agreed to by LESSEE, LESSOR shall at its sole cost and expense, make a diligent effort to resolve all issues pertaining to all title defects, survey matters or environmental contamination associated with the leased premises, including but not limited to trash and debris, which were either known or should have been reasonably known by LESSOR at the time LESSOR acquired the leased premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by the LESSEE in resolving any issue in which the LESSEE is named as a party in any litigation or other legal or administrative proceeding.
- d. With regard to all title defects, survey matters, or environmental contamination associated with the leased premises which were not known or could not have been reasonably known by

Exhibit "B"
Page 5 of 13

LESSOR at the time LESSOR acquired the leased premises, LESSOR and LESSEE agree to cooperate in developing an appropriate strategy for jointly resolving these matters. LESSOR acknowledges and understands that LESSEE is unable to commit any substantial amount of their routine operating funds for the resolution of any title defect, survey matter, or environmental contamination associated with the lease premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by the LESSEE in resolving any issue in which the LESSEE is named as a party in any litigation or other legal or administrative proceeding.

15. SURRENDER OF PREMISES: Upon termination or expiration of this lease LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, written notification shall be made to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, all permanent improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the leased premises and improvements located thereon do not meet all conditions set forth in

Exhibit "B"
Page 6 of 13

paragraphs 18 and 21 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

16. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2) (h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

17. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 58-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

18. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

19. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose location, and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon.

Exhibit "B"
Page 7 of 13

in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be at the date of this lease; provided, however, that any removal, closure, etc., of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, and enhancement of the natural and historical resources within the leased premises and with the approved Management Plan.

22. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

24. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything which purports to create a lien or encumbrance of any nature against the

real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

26. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

27. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to

comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

28. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

29. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.

30. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity

Exhibit "B"
Page 10 of 13

occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

31. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

32. TIME: Time is expressly declared to be of the essence of this lease.

33. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

34. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

35. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

Exhibit "B"
Page 11 of 13

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

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

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name
Lisa Sparkman
Witness
Lisa Sparkman
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS
AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC
LAND ADMINISTRATION,
DIVISION OF STATE LANDS,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of July, 2006, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Theresa M. Brady
Notary Public, State of Florida

Print/Type Notary Name: Theresa M. Brady
Commission Number: DD081826
Expires Jan. 2, 2006
Bonded Thru
Atlantic Bonding Co., Inc.
Commission Expires:

Approved/as to Form and Legality
By: [Signature]
DEP Attorney

FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION, OFFICE OF GREENWAYS AND TRAILS

Destiny Bryant
Witness

Destiny L. Bryant
Print/Type Witness Name

Carolyn Thompson
Witness

CAROLYN Thompson
Print/Type Witness Name

By: James M. Wood

James M. Wood
Print/Type Name

Title: Assistant Director

"LESSER"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of July, 2004, by James M. Wood, as Assistant Director, Florida Department of Environmental Protection, Office of Greenways and Trails. He/she is personally known to me.



Shannon Franklin
MY COMMISSION # DD119914 EXPIRES
May 23, 2006
BONDED THROUGH TROY PAUL INSURANCE, INC.

Shannon Franklin
Notary Public, State of Florida
Shannon Franklin
Print/Type Notary Name

Commission Number: DD119914

Commission Expires: May 23, 2006

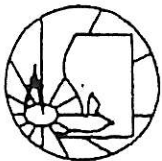
Exhibit "B"
Page 13 of 13

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CROSS STREET (50' R/W) AND THE EAST RIGHT-OF-WAY LINE OF THOMPSON STREET (80' R/W), CITY OF BAGDAD, FLORIDA; THENCE N 57°14'24" E ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 205.0 FEET, MORE OR LESS, TO THE WEST BANK OF THE BLACKWATER RIVER FOR THE POINT OF BEGINNING; THENCE S 67°14'24" W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 205.0 FEET, MORE OR LESS, TO AFORESAID EAST RIGHT-OF-WAY LINE; THENCE N 19°27'25" W ALONG SAID EAST RIGHT-OF-WAY LINE FOR 279.98 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THOMPSON STREET; THENCE S 71°00'32" W ALONG SAID RIGHT-OF-WAY LINE FOR 249.95 FEET; THENCE N 12°31'01" W FOR 137.58 FEET; THENCE S 82°17'05" W FOR 129.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAGNOLIA STREET (R/W VARIES); THENCE N 07°42'55" W ALONG SAID RIGHT-OF-WAY LINE FOR 257.92 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET (60' R/W); THENCE N 38°25'57" W FOR 589.15 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MILTON ROAD (R/W VARIES); THENCE S 87°08'30" W ALONG SAID RIGHT-OF-WAY LINE FOR 2.25 FEET TO THE EAST RIGHT-OF-WAY LINE OF MILTON ROAD, SAID POINT BEING ON THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1932.40 FEET AND A CENTRAL ANGLE OF 08°38'39"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 291.54 FEET, (CHORD = 291.26', CHORD BEARING N 07°10'50" W); THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE FOR 15 FEET, MORE OR LESS, TO THE SOUTH BANK OF POND CREEK; THENCE MEANDER NORTHEASTERLY ALONG SAID SOUTH BANK FOR 80 FEET, MORE OR LESS, THENCE CONTINUING ALONG SAID SOUTH BANK, MEANDER GENERALLY SOUTHERLY AND EASTERLY FOR 1000 FEET, MORE OR LESS, TO THE WEST BANK OF THE BLACKWATER RIVER; THENCE MEANDER SOUTHERLY AND EASTERLY ALONG SAID WEST BANK FOR 1200 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTIONS 10 AND 11, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA

REVIEWED



COMMUNITY PLANNING, ZONING AND DEVELOPMENT DIVISION
SANTA ROSA COUNTY, FLORIDA

October 6, 2005

Robin Turner
Greenways & Trails Coordinator
Office of Greenways & Trails
3900 Commonwealth Blvd., MS 795
Tallahassee, FL 32399-3000

Dear Ms. Turner:

I have reviewed the Bagdad Mill Site Park Land Use Plan and find it to be consistent with the adopted Santa Rosa County Comprehensive Plan.

Sincerely,

Beckie Faulkenberry, AICP
Planning Director



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

March 16, 2004

Mark T. Martin
FL Dept of Environmental Protection
Bureau of Public Land Administration
Division of State Lands
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

Dear Mr. Martin:

Thank you for your request for information from the Florida Natural Areas Inventory (FNAI). We have compiled the following information for your project area.

Project: Notice of Surplus Land for Sale
Date Received: February 6, 2004
Location: Township 1 N, Range 28 W, Section 15
Santa Rosa County

Based on the information available, this site appears to be located within a significant region of natural areas and habitat for several rare species. Extra consideration should be taken to avoid and/or mitigate impacts to these natural resources, and to design land uses that are compatible with these resources.

Element Occurrences

A search of our maps and database indicates that currently we have several Element Occurrences mapped within the vicinity of the study area (see enclosed map and table). Please be advised that a lack of element occurrences in the FNAI database is not a sufficient indication of the absence of rare or endangered species on a site.

The Element Occurrences data layer includes occurrences of rare species and natural communities. The map legend indicates the precision of the element occurrence location, defined as second (within about 300 feet of the point), minute (within about one mile), or general (within about 5 miles). For animals and plants, Element Occurrences generally refer to more than a casual sighting; they usually indicate a viable population of the species. Note that some element occurrences represent historically documented observations that may no longer be extant.

Potential Natural Areas

Portions of the site appear to be located on or near Potential Natural Areas (PNA). These PNA are priority 3 & 5 and may include the following community types: floodplain/ bottomland forest, sandhill, seepage slope, floodplain swamp or wet prairie.



Florida Resources
and Environmental
Analysis Center

Institute of Science
and Public Affairs

Florida State University

Tracking Florida's Biodiversity

ATTACHMENT #9

Mark T. Martin

3/16/2004

Page 2 of 2

Potential Natural Areas are lands that appear to be relatively intact areas of natural vegetation based on aerial photography, as determined by FNAI scientists. Please see the enclosed explanation sheet for more information. PNAs are not a regulatory designation; they are intended for conservation planning purposes. The maps show a revised version of the PNAs, based on 1995 land use land cover data from the water management districts.

Potential Habitat for Rare Species

Portions of the site appear to be located on or near Potential Habitat for Rare Species. This potential habitat is associated with a known occurrence in the vicinity of: blackmouth shiner (*Notropis melanostomus*), Florida pondweed (*Potamogeton floridanus*), Gulf sturgeon (*Acipenser oxyrinchus desotoi*) and narrowleaf naiad (*Najas filifolia*).

FNAI Potential Habitat for Rare Species indicates areas, which based on landcover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Potential habitat layers have been developed for approximately 250 of the most rare species tracked by the Inventory, including all federally listed species.

Potential Habitat is not a regulatory designation, and should not be confused with "critical habitat", which is an official designation made by the U.S. Fish and Wildlife Service. Information on critical habitats can be found in the Code of Federal Regulations, 50 CFR 17.95, which lists all critical habitats that have been designated. The Code of Federal Regulations can be accessed through the following website: "www.access.gpo.gov/nara/cfr/cfr-table-search.html".

The Inventory always recommends that a site-specific survey be conducted to determine the current presence or absence of rare, threatened, or endangered species. Surveys should be conducted by persons familiar with Florida's flora and fauna. For your convenience, a summary of the elements recorded for Santa Rosa County is enclosed.

The database maintained by the Florida Natural Areas Inventory is the single most comprehensive source of information available on the locations of rare species and other significant ecological resources. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. Inventory data are designed for the purposes of conservation planning and scientific research, and are not intended for use as the primary criteria for regulatory decisions.

Information provided by this database may not be published without prior written notification to the Florida Natural Areas Inventory, and the Inventory must be credited as an information source in these publications. FNAI data may not be resold for profit.

Thank you for your use of FNAI services. If I can be of further assistance, please call me at (850) 224-8207.

Sincerely,

Edwin A. Abbey

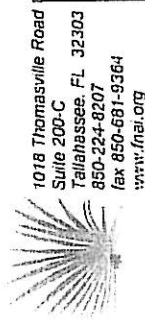
Edwin A. Abbey
Environmental Reviewer

encl

Tracking Florida's Biodiversity

Santa Rosa County

Township 1 N, Range 28 W, Section 15



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
fax 850-681-9364
www.fnai.org

Element Occurrences

- Precision:
second minute general
- Animals
 - Plants
 - △ Communities
 - Other
- U.S. Fish & Wildlife Service
Scrub Jay Survey 1992-96
- FL Fish & Wildlife Cons. Comm.
Breeding Bird Atlas Project 1986-91
center point of 10 sq mi survey block

Conservation Lands

- Federal
- State
- Local
- Private
- State Aquatic Preserves

Land Acquisition Projects

- Florida Forever
- Board of Trustees Projects

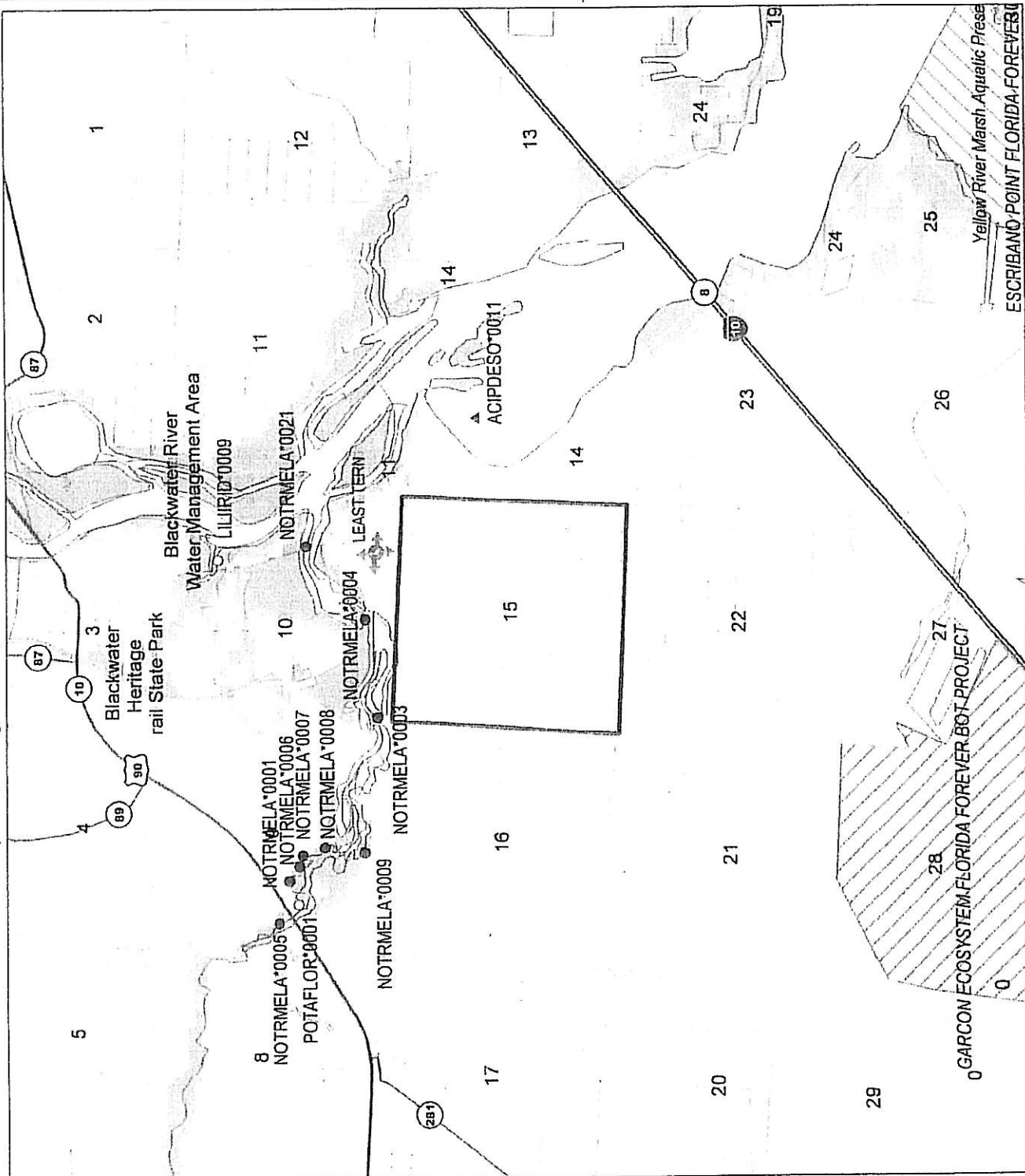
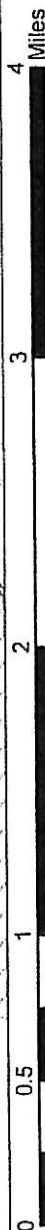
Non-Managed Natural Areas

- FNAI Potential Habitat for Rare Species
- FNAI Potential Natural Areas

County Boundary

- Interstate
- Turnpike
- Major Highway
- Local Road
- Water

Map produced
by EAA
Date Source 11/03
12/15
Map should not be extended without
consulting project records





FLORIDA
NATURAL AREAS
INVENTORY

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-9207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

ELEMENT OCCURRENCES ON OR NEAR PROJECT SITE



Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
ACIPDES00011	Acipenser oxyrinchus desotoi	Gulf Sturgeon	G3T2	S2	LT	LS	1991-03	Blackwater River 003.	Three Gulf sturgeon were collected in the Blackwater River during a Florida Game and Fresh Water Fish Commission (FGFC) striped bass netting project in March 1991. The fish weighed from 5.0 to 12.0 kg (11.0 to 26.5 lb) (FGFC, unpublished data).
UTLIRIP00009	Utricularia	Pearlwort	G2	S2	NT	LE	1999-08-03	1999-08-03: SWAMPY WOODS ALONG CREEK WITH BALD CYPRESS, SWEETBAY AND GUM IN CANOPY AND ROYAL FERN, CINNABAR FERN AND GRINUM LILIES IN UNDERSTORY. PLANTS ARE IN SUNNY OPENING IN CANOPY NEAR EDGE OF WOODS. CA 50 YDS OF S1791: WOODS BORDERED BY WEEDY CLEA	1999-08-03: 6 plants seen, one in bud, the rest vegetative, in opening in canopy (PNDU0401FLUS) 1991: NOT SEEN, E. LUNA (PNDLUN02FLUS), 1976-08-03: FRUITING RARE (S763HOAGFLUS)
POTAFLO0001	Potamogeton floridanus	Florida Pondweed	G1	S1	N	LE	2001-06-00	2001-06: SOUTH END OF FOND CREEK (PNDUR04FLUS).	2001-06: MANY PLANTS WITHIN A 100 SQUARE FOOT AREA AT BOTH THE NORTH AND SOUTH END OF THE PARK, FLOWERING (PNDUR04FLUS) 1966: IN TWO TO FOUR FEET OF WATER AND IN THE VICINITY OF POTAMOGETON DIVERSIFOLIA (A66WLO1FLUS) MORE THAN 1000 INDIVIDUALS OBSERVED AT THIS SITE (U90BOR01) LESS THAN 100 INDIVIDUALS OBSERVED AT THIS SITE (U90BOR01)
NOTRMELA0005	Notropis melanosomus	Blackmouth Shiner	G2	S1	N	LE	1988	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	LESS THAN 100 FISH OBSERVED AT THIS SITE (U90BOR01)
NOTRMELA0009	Notropis melanosomus	Blackmouth Shiner	G2	S1	N	LE	1988	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	SUTTKUS COLLECTED 162 SPECIMENS BETWEEN 21 AUG. 1976 AND 17 JULY 1977 (A90SUT01) 100-1000 INDIVIDUALS OBSERVED AT THIS SITE BY BORTONE ET AL (U90BOR01) SUTTKUS SPECIMENS DEPOSITED IN TULANE MUSEUM (A90SUT01) 15 PARATYPES (USNM-301400, 5; FMNH-98255, 5)
NOTRMELA0007	Notropis melanosomus	Blackmouth Shiner	G2	S1	N	LE	1988	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	ONE SPECIMEN TAKEN BY SUTTKUS ON 21 AUG. 1976 (TU-99356)
NOTRMELA0003	Notropis melanosomus	Blackmouth Shiner	G2	S1	N	LE	1988	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	
NOTRMELA00021	Notropis melanosomus	Blackmouth Shiner	G2	S1	N	LE	1978-08-21	No general description given	



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Florida Natural Areas Inventory



ELEMENT OCCURRENCES ON OR NEAR

PROJECT SITE

Map Label	Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Listing	Observation Date	Description	EO Comments
NOTRMELA*0008	Natropis melanostomus	Blackmouth Shiner	G2	S1	N	LE	1988	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	LESS THAN 100 INDIVIDUALS OBSERVED AT THIS SITE (U90BOR01).
NOTRMELA*0004	Natropis melanostomus	Blackmouth Shiner	G2	S1	N	LE	1988	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	MORE THAN 1000 INDIVIDUALS OBSERVED AT THIS SITE (U90BOR01). THE HOLOTYPE (FMNH-078305) AND 5 PARATYPES (FMNH-078365) COLLECTED AT THIS SITE (A89BOR01).
NOTRMELA*0008	Natropis melanostomus	Blackmouth Shiner	G2	S1	N	LE	1988	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	100-1000 INDIVIDUALS OBSERVED AT THIS SITE (U90BOR01).
NOTRMELA*0001	Natropis melanostomus	Blackmouth Shiner	G2	S1	N	LE	1988-02-08	SILT-BOTTOMED, VEGETATED LENTIC BACKWATER	SPECIES VERY ABUNDANT HERE; BAILEY AND SUTTKUS COLLECTED HUNDREDS OF SPECIMENS BETWEEN 1939 AND 1982 (A90SLUT01). MORE THAN 1000 INDIVIDUALS OBSERVED AT THIS SITE BY BORTONE ET AL (U90BOR01). SPECIMENS IN FMNH (078363) (U90FSM01), TULANE, U.M.I. MUS. ZOOI.

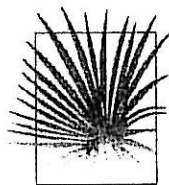
Florida Natural Areas Inventory Potential Natural Areas (PNA) Data Layer

POTENTIAL NATURAL AREAS (PNA)

The Potential Natural Areas data layer indicates, throughout the State of Florida, lands that are in private ownership and are not managed or listed for conservation purposes that are possible examples of good quality natural communities. These areas were determined from FNAI's scientific staff vegetative interpretation of 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region. Element occurrences in the FNAI database may or may not be present on these sites. In order to be classified as a Potential Natural Area (with the exception of internal rank PNA-5) the natural communities identified through aerial photographs must meet the following criteria:

1. Must be a minimum of 500 acres. *Exceptions:* sandhill, min. 320 acres; scrub, min. 80 acres; pine rockland, min. 20 acres; dry prairie, min. 320 acres; *or* any example of coastal rock barren, upland glade, coastal dune lake, spring-run stream or terrestrial cave.
2. Must contain at least one of the following:
 - a. One or more high quality examples of FNAI state ranked S3 or above natural communities.
 - b. An outstanding example of any FNAI tracked natural community.

Potential Natural Areas have been assigned ranks of PNA-1 through PNA-4 mostly based on size and perceived quality and type of natural community present. The areas included in internal rank PNA-5 (former ACI Category C) are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria. These PNA 5 areas are considered lower priority for conservation than areas ranked PNA 1- 4, but nonetheless are believed to be ecologically viable tracts of land representative of Florida's natural ecosystems.



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FLORIDA NATURAL AREAS INVENTORY

Florida Scrub-Jay Survey and Breeding Bird Atlas Data Layers

In addition to our element occurrence database of rare species and natural community locations, the Inventory has additional data layers that have been provided by state and federal agencies.

Florida Scrub-Jay Survey - U.S. Fish and Wildlife Service

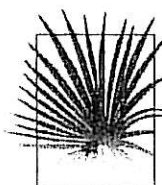
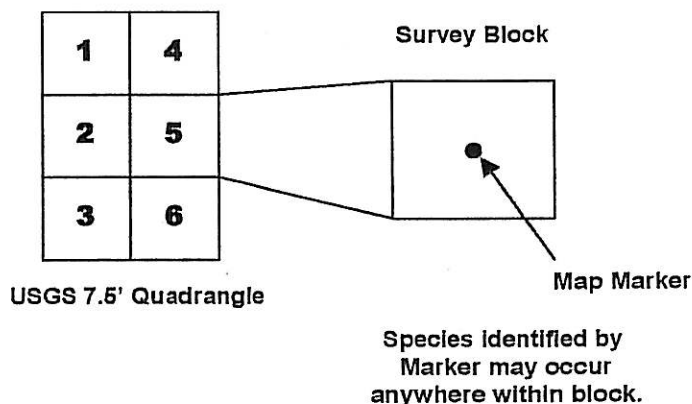
This survey was conducted by staff and associates of the Archbold Biological Station from 1992 to 1996. An attempt was made to record all scrub-jay (*Aphelocoma coerulescens*) groups, although most federal lands were not officially surveyed.

Each map point represents one or more groups.

Florida Breeding Bird Atlas Project - Florida Game and Fresh Water Fish Commission (now Florida Fish and Wildlife Conservation Commission)

This study was conducted from 1986 to 1991, (final report, *An Atlas of Florida's Breeding Birds* by Kale, Pranty, Stith, and Biggs, Nongame Wildlife Program, Florida Game and Fresh Water Fish Commission). The study divided the state into "blocks", with each block representing one-sixth of a U.S. Geological Survey 7.5 minute topographic quadrangle map. Several categories of breeding activity were recorded by observers.

Each map point is located at the center of a block, and represents species listed as Possible or Probable Breeders within the surrounding block (approximately 10 square miles in area).



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January 2004

Santa Rosa County Summary

Page 1

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
<u>FISH</u>					
<i>Acipenser oxyrinchus desotoi</i>	Gulf Sturgeon	G3T2	S2	LT	LS
<i>Atractosteus spanula</i>	Alligator Gar	G3G4	S3	N	N
<i>Crystallaria asprella</i>	Crystal Darter	G3	S1	N	LT
<i>Etheostoma histrio</i>	Harlequin Darter	G5	S1	N	LS
<i>Etheostoma proellare</i>	Cypress Darter	G5	S2	N	N
<i>Fundulus blairae</i>	Lowland Topminnow	G4	S1S2	N	N
<i>Fundulus jenkinsi</i>	Saltmarsh Topminnow	G2	S2	N	LS
<i>Hybognathus hayi</i>	Cypress Minnow	G5	S1S2	N	N
<i>Lythrurus atrapiculus</i>	Blacktip Shiner	G4	S2	N	N
<i>Macrhybopsis sp. 2</i>	Florida Chub	G3	S2	N	N
<i>Maxostoma carinatum</i>	River Redhorse	G4	S1S2	N	N
<i>Nocomis leptocephalus</i>	Bluehead Chub	G5	SNA	N	N
<i>Notropis melanostomus</i>	Blackmouth Shiner	G2	S1	N	LE
<i>Percina austroperca</i>	Southern Logperch	G3	S2	N	N
<i>Percina vigil</i>	Saddleback Darter	G5	S1	N	N
<i>Pteronotropsis welaka</i>	Bluenose Shiner	G3G4	S4	N	LS
<u>AMPHIBIANS</u>					
<i>Ambystoma cingulatum</i>	Flatwoods Salamander	G2G3	S2S3	LT	LS
<i>Ambystoma tigrinum</i>	Tiger Salamander	G5	S3	N	N
<i>Amphiuma pholeter</i>	One-toed Amphiuma	G3	S3	N	N
<i>Desmognathus monticola</i>	Seal Salamander	G5	S1	N	N
<i>Hyla andersonii</i>	Pine Barrens Treefrog	G4	S3	N	LS
<i>Rana capito</i>	Gopher Frog	G3	S3	N	LS
<i>Rana okaloosae</i>	Florida Bog Frog	G2	S2	N	LS
<u>REPTILES</u>					
<i>Agkistrodon contortrix</i>	Copperhead	G5	S2	N	N
<i>Alligator mississippiensis</i>	American Alligator	G5	S4	T(S/A)	LS
<i>Apalone mutica calvata</i>	Gulf Coast Smooth Softshell	G5T3	S1	N	N
<i>Caretta caretta</i>	Loggerhead	G3	S3	LT	LT
<i>Chelonia mydas</i>	Green Turtle	G3	S2	LE	LE
<i>Crotalus adamanteus</i>	Eastern Diamondback Rattlesnake	G4	S3	N	N
<i>Dermochelys coriacea</i>	Leatherback	G2	S2	LE	LE
<i>Drymarchon couperi</i>	Eastern Indigo Snake	G3	S3	N	LT
<i>Eumeces anthracinus</i>	Coal Skink	G5	S3	N	N
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	LS
<i>Graptemys ernsti</i>	Escambia Map Turtle	G2	S2	N	N
<i>Lepidochelys kempii</i>	Kemp's Ridley	G1	S1	LE	LE
<i>Macrochelys temminckii</i>	Alligator Snapping Turtle	G3G4	S3	N	LS
<i>Nerodia clarkii clarkii</i>	Gulf Salt Marsh Snake	G4T3	S3?	N	N
<i>Pituophis melanoleucus mugitus</i>	Florida Pine Snake	G4T3?	S3	N	LS
<u>BIRDS</u>					
<i>Accipiter cooperii</i>	Cooper's Hawk	G5	S3	N	N
<i>Amphispiza aestivalis</i>	Bachman's Sparrow	G3	S3	N	N
<i>Anmodramus maritimus fisheri</i>	Louisiana Seaside Sparrow	G4T4	S1	N	N
<i>Ardea alba</i>	Great Egret	G5	S4	N	N
<i>Charadrius alexandrinus</i>	Snowy Plover	G4	S1	N	LT
<i>Charadrius melodus</i>	Piping Plover	G3	S2	LT	LT
<i>Cistothorus palustris marianae</i>	Marian's Marsh Wren	G5T3	S3	N	LS
<i>Egretta caerulea</i>	Little Blue Heron	G5	S4	N	LS

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
<u>BIRDS</u>					
<i>Egretta thula</i>	Snowy Egret	G5	S3	N	LS
<i>Egretta tricolor</i>	Tricolored Heron	G5	S4	N	LS
<i>Elanoides forficatus</i>	Swallow-tailed Kite	G5	S2	N	N
<i>Eudocimus albus</i>	White Ibis	G5	S4	N	LS
<i>Falco columbarius</i>	Merlin	G5	S2	N	N
<i>Falco peregrinus</i>	Peregrine Falcon	G4	S2	N	LE
<i>Falco sparverius paulus</i>	Southeastern American Kestrel	G5T4	S3	N	LT
<i>Haematopus palliatus</i>	American Oystercatcher	G5	S2	N	LS
<i>Ixobrychus exilis</i>	Least Bittern	G5	S4	N	N
<i>Laterallus jamaicensis</i>	Black Rail	G4	S2	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LE	LE
<i>Nyctanassa violacea</i>	Yellow-crowned Night-heron	G5	S3	N	N
<i>Nycticorax nycticorax</i>	Black-crowned Night-heron	G5	S3	N	N
<i>Pandion haliaetus</i>	Osprey	G5	S3S4	N	LS*
<i>Pelecanus occidentalis</i>	Brown Pelican	G4	S3	N	LS
<i>Picoides borealis</i>	Red-cockaded Woodpecker	G3	S2	LE	LS
<i>Picoides villosus</i>	Hairy Woodpecker	G5	S3	N	N
<i>Plegadis falcinellus</i>	Glossy Ibis	G5	S3	N	N
<i>Rallus longirostris scottii</i>	Florida Clapper Rail	G5T3?	S3?	N	N
<i>Rynchops niger</i>	Black Skimmer	G5	S3	N	LS
<i>Seturus motacilla</i>	Louisiana Waterthrush	G5	S2	N	N
<i>Setophaga ruticilla</i>	American Redstart	G5	S2	N	N
<i>Sterna antillarum</i>	Least Tern	G4	S3	N	LT
<i>Sterna caspia</i>	Caspian Tern	G5	S2	N	N
<i>Sterna maxima</i>	Royal Tern	G5	S3	N	N
<i>Sterna sandvicensis</i>	Sandwich Tern	G5	S2	N	N
<u>MAMMALS</u>					
<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat	G3G4	S2	N	N
<i>Mustela frenata olivacea</i>	Southeastern Weasel	G5T4	S3?	N	N
<i>Peromyscus polionotus leucocephalus</i>	Santa Rosa Beach Mouse	G5T1	S1	N	N
<i>Sciurus niger shermani</i>	Sherman's Fox Squirrel	G5T3	S3	N	LS
<i>Tamias striatus</i>	Eastern Chipmunk	G5	S2	N	LS
<i>Trichechus manatus</i>	Manatee	G2	S2	LE	LE
<i>Ursus americanus floridanus</i>	Florida Black Bear	G5T2	S2	N	LT*
<u>INVERTEBRATES</u>					
<i>Amblema plicata</i>	Threeridge	G5	SH	N	N
<i>Anodonta suborbiculata</i>	Flat Floater	G5	S1S2	N	N
<i>Cordulegaster sayi</i>	Say's Spiketail	G2	S1S2	N	N
<i>Fusconata escambia</i>	Narrow Pigtoe	G2	S1S2	N	N
<i>Homoeoneuria dolani</i>	Blue Sand-river Mayfly	G2	S1S2	N	N
<i>Lampsilis ornata</i>	Southern Pocketbook	G5	S1	N	N
<i>Megalania nervosa</i>	Washboard	G5	S3	N	N
<i>Plectomerus dombeanus</i>	Bankclimber	G4	SH	N	N
<i>Pleurobema strodeanum</i>	Fuzzy Pigtoe	G2G3	S2	N	N
<i>Utterbackia peggyae</i>	Florida Floater	G3	S3	N	N
<u>PLANTS</u>					
<i>Andropogon arctatus</i>	Pine-woods Bluestem	G3	S3	N	LT
<i>Baptisia calycosa var. villosa</i>	Hairy Wild Indigo	G3T3	S3	N	LT
<i>Calamovilfa curtissii</i>	Curtiss' Sandgrass	G3	S3	N	LT
<i>Calycanthus floridus</i>	Sweet-shrub	G5	S2	N	LE
<i>Carex baltzellii</i>	Baltzell's Sedge	G3	S3	N	LT
<i>Carex tenax</i>	Sandhill Sedge	G5?	S3	N	N
<i>Chrysopsis godfreyi</i>	Godfrey's Golden Aster	G2	S2	N	LE
<i>Chrysopsis gossypina ssp. cruiseana</i>	Cruise's Golden Aster	G5T2	S2	N	LE
<i>Cladium mariscoides</i>	Pond Rush	G5	S1	N	N
<i>Coelorachis tuberculosa</i>	Piedmont Jointgrass	G3	S3	N	LT
<i>Drosera intermedia</i>	Spoon-leaved Sundew	G5	S3	N	LT
<i>Eleocharis rostellata</i>	Beaked Spikerush	G5	S1	N	LE

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
PLANTS					
<i>Epigaea repens</i>	Trailing Arbutus	G5	S2	N	LE
<i>Fothergilla gardenii</i>	Dwarf Witch-alder	G3G4	S1	N	LE
<i>Hexastylis arifolia</i>	Heartleaf	G5	S3	N	LT
<i>Ilex amelanchier</i>	Serviceberry Holly	G4	S2	N	LT
<i>Juncus gymnocarpus</i>	Coville's Rush	G4	S2	N	LE
<i>Kalmia latifolia</i>	Mountain Laurel	G5	S3	N	LT
<i>Lachnocaulon digynum</i>	Bog Button	G3	S3	N	LT
<i>Lilium iridollae</i>	Panhandle Lily	G2	S2	N	LE
<i>Lobelia boykinii</i>	Pond's Lobelia	G2G3	S1	N	LE
<i>Lupinus westianus</i>	Gulf Coast Lupine	G3	S3	N	LT
<i>Macranthera flammea</i>	Hummingbird Flower	G3	S2	N	LE
<i>Magnolia ashei</i>	Ashie's Magnolia	G2	S2	N	LE
<i>Magnolia pyramidata</i>	Pyramid Magnolia	G4	S3	N	LE
<i>Medeola virginiana</i>	Indian Cucumber-root	G5	S1	N	LE
<i>Myriophyllum laxum</i>	Piedmont Water-milfoil	G3	S3	N	N
<i>Najas filifolia</i>	Narrowleaf Naiad	G1	S1	N	LT
<i>Nuphar lutea ssp. ulvacea</i>	West Florida Cowli	G5T2	S2	N	N
<i>Panicum nudicaule</i>	Naked-stemmed Panic Grass	G3Q	S3	N	LT
<i>Pinguicula primuliflora</i>	Primrose-flowered Butterwort	G3G4	S3	N	LE
<i>Platanthera clavellata</i>	Little Club-spur Orchid	G5	S1	N	LE
<i>Platanthera integra</i>	Yellow Fringeless Orchid	G3G4	S3	N	LE
<i>Polygonella macrophylla</i>	Large-leaved Jointweed	G3	S3	N	LT
<i>Potamogeton floridanus</i>	Florida Pondweed	G1	S1	N	LE
<i>Pteroglossaspis ecristata</i>	Giant Orchid	G2	S2	N	LT
<i>Quercus arkansana</i>	Arkansas Oak	G3	S3	N	LT
<i>Rhexia parviflora</i>	Small-flowered Meadowbeauty	G2	S2	N	LE
<i>Rhododendron austrinum</i>	Florida Flame Azalea	G3	S3	N	LE
<i>Rhynchospora crinipes</i>	Hairy-peduncled Beakrush	G2	S2	N	LE
<i>Sarracenia leucophylla</i>	White-top Pitcherplant	G3	S3	N	LE
<i>Sarracenia rubra</i>	Sweet Pitcherplant	G3	S3	N	LT
<i>Sideroxylon lycioides</i>	Buckthorn	G5	S2	N	LE
<i>Sideroxylon thornei</i>	Thorne's Buckthorn	G2	S1	N	LE
<i>Stewartia malacodendron</i>	Silky Camellia	G4	S3	N	LE
<i>Tephrosia molirii</i>	Pineland Hoary-pea	G3	S3	N	LT
<i>Xyris scabrifolia</i>	Harper's Yellow-eyed Grass	G3	S3	N	LT
<i>Xyris stricta</i> var. <i>obscura</i>	Kral's Yellow-eyed Grass	G5T3	S1	N	N
NATURAL COMMUNITIES					
Alluvial stream		G4	S2	N	N
Baygall		G4	S4	N	N
Beach dune		G3	S2	N	N
Blackwater stream		G4	S3	N	N
Bog		G2	S1	N	N
Bottomland forest		G4	S3	N	N
Coastal interdunal swale		G3	S2	N	N
Depression marsh		G4	S4	N	N
Dome swamp		G4	S4	N	N
Estuarine mollusk reef		G3	S3	N	N
Estuarine tidal marsh		G5	S4	N	N
Floodplain forest		G4	S3	N	N
Floodplain swamp		G4	S4	N	N
Freshwater tidal swamp		G3	S3	N	N
Maritime hammock		G3	S2	N	N
Mesic flatwoods		G4	S4	N	N
River floodplain lake		G4	S2	N	N
Sandhill		G3	S2	N	N
Scrub		G2	S2	N	N
Seepage slope		G3	S2	N	N
Seepage stream		G3	S2	N	N
Slope forest		G3	S2	N	N
Swamp lake		G4	S3	N	N
Upland hardwood forest		G5	S3	N	N

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
<u>NATURAL COMMUNITIES</u>					
Upland pine forest		G3	S2	N	N
Wet flatwoods		G4	S4	N	N
Wet prairie		G3	S2	N	N
Xeric hammock		G3	S3	N	N
<u>OTHER ELEMENTS</u>					
Bird rookery		GNR	SNR	N	N
Geological feature		GNR	SNR	N	N

Total count:

Number of tracked elements: 167

Number of distinct occurrences: 829



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GLOBAL AND STATE RANKS

Florida Natural Areas Inventory (FNAI) defines an **element** as any rare or exemplary component of the natural environment, such as a species, natural community, bird rookery, spring, sinkhole, cave, or other ecological feature. FNAI assigns two ranks to each element found in Florida: the **global rank**, which is based on an element's worldwide status, and the **state rank**, which is based on the status of the element within Florida. Element ranks are based on many factors, including estimated number of occurrences, estimated abundance (for species and populations) or area (for natural communities), estimated number of adequately protected occurrences, range, threats, and ecological fragility.

GLOBAL RANK DEFINITIONS

- G1 Critically imperiled globally because of extreme rarity (5 or fewer occurrences or less than 1000 individuals) or because of extreme vulnerability to extinction due to some natural or human factor.
- G2 Imperiled globally because of rarity (6 to 20 occurrences or less than 3000 individuals) or because of vulnerability to extinction due to some natural or human factor.
- G3 Either very rare and local throughout its range (21-100 occurrences or less than 10,000 individuals), or found locally in a restricted range, or vulnerable to extinction from other factors.
- G4 Apparently secure globally (may be rare in parts of range).
- G5 Demonstrably secure globally.
- GH Occurred historically throughout its range, but has not been observed for many years.
- GX Believed to be extinct throughout range.
- GXC Extirpated from the wild but still known from captivity or cultivation.
- G#? Rank uncertain (e.g., G2?).
- G#G# Range of rank; insufficient data to assign specific global rank (e.g., G2G3)
- G#T# Rank of a taxonomic subgroup such as a subspecies or variety; the G portion of the rank refers to the entire species, and the T portion refers to the subgroup; T# has same definition as G#.
- G#Q Ranked as species but there is some question as to whether it is a valid species.
- G#T#Q Same as above, but validity as subspecies or variety is questioned.
- GU Global rank unknown; due to lack of information, no rank or range can be assigned.
- G? Temporarily not ranked.

STATE RANK DEFINITIONS

State ranks (S#) follow the same system and have the same definitions as global ranks, except they apply only to Florida, with the following additions:

- SA Accidental in Florida and not part of the established biota.
- SE Exotic species established in Florida (may be native elsewhere in North America).
- SX Believed to be extirpated from state.



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Tracking Florida's Biodiversity

FEDERAL AND STATE LEGAL STATUSES

Provided by FNAI for information only.

For official definitions and lists of protected species, consult the relevant state or federal agency.

FEDERAL LEGAL STATUS

Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

- LE Endangered: species in danger of extinction throughout all or a significant portion of its range.
- LT Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
- E(S/A) Endangered due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.
- T(S/A) Threatened due to similarity of appearance (see above).
- PE Proposed for listing as Endangered species.
- PT Proposed for listing as Threatened species.
- C Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.
- XN Non-essential experimental population.
- MC Not currently listed, but of management concern to USFWS.
- N Not currently listed, nor currently being considered for listing as Endangered or Threatened.

FLORIDA LEGAL STATUSES

Animals: Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

- LE Endangered: species, subspecies, or isolated population so few or depleted in number or so restricted in range that it is in imminent danger of extinction.
- LT Threatened: species, subspecies, or isolated population facing a very high risk of extinction in the future.
- LS Species of Special Concern is a species, subspecies, or isolated population which is facing a moderate risk of extinction in the future.
- PE Proposed for listing as Endangered.
- PT Proposed for listing as Threatened.
- PS Proposed for listing as Species of Special Concern.
- N Not currently listed, nor currently being considered for listing.

Plants: Definitions derived from Sections 581.011 and 581.185(2), Florida Statutes, and the Preservation of Native Flora of Florida Act, 5B-40.001. FNAI does not track all state-regulated plant species; for a complete list of state-regulated plant species, call Florida Division of Plant Industry, 352-372-3505.

- LE Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.
- LT Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.
- PE Proposed for listing as Endangered.
- PT Proposed for listing as Threatened.
- N Not currently listed, nor currently being considered for listing.



**Report of a Limited Site Observation and
Preliminary Structural Assessment**

of

The

Mason-Allen House

Milton, Florida

for

**Florida Main Street
Bureau of Historic Preservation
R.A. Gray Building
500 S. Bronough St.
Tallahassee, FL 32399-0250**

Prepared by

Structural Engineers Group, Inc.

Jacksonville, Florida

July 30, 2005

Handwritten signature and date: 7/30/05



July 30, 2005

Mr. David Ferro, R.A., Administrator
Architectural Preservation Services
Bureau of Historic Preservation
Division of Historic Resources
500 South Bronough Street
Tallahassee, FL 32399-0250

Re: Report of a Limited Site Observation and
Preliminary Structural Assessment
Mason Allen House
Milton, Florida

Dear Mr. Ferro:

Structural Engineers Group has completed their site observation and preliminary assessment of the referenced project in accordance with our proposal of July 21, 2005.

After review of the attached report, please do not hesitate to contact us if you have any questions, or wish to discuss our recommendations further.

SEG appreciates the opportunity to be of service to you and assist in the preservation of the state's historic structures.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Richard C. Givens', written over a horizontal line.

Richard C. Givens, P.E.
President
Fl. P.E. #19937

Executive Summary

SEG has completed their limited site observation and preliminary assessment of the *Mason-Allen House*. We believe that adequate structure and architectural fabric remains to warrant restoration. Efforts should be made to stabilize the structure and limit further deterioration resulting from continued exposure to the elements. We also recommend that the site be secured to prevent unauthorized entry to the property or inside the house.

After removal of the severely deteriorated members, and stabilization of the remaining structure, division of the house into logical sections would allow safe transport of the house to the proposed site when performed by a qualified mover.

Introduction

Purpose of Assessment

Structural Engineers Group, Inc. (SEG) was requested by Mr. David Ferro, R.A. Administrator of Architectural Preservation Services, Bureau of Historic Preservation to visit Milton, FL and perform a preliminary assessment of the house. The purpose of the assessment was to provide our opinion as to whether the house had adequate remaining structural stability to allow it to be relocated, and enough remaining original fabric to warrant restoration. We understand that a company specializing in moving buildings was to visit the site shortly.

Scope of Investigation

The scope of investigation was limited to a visual review of the existing conditions, and discussions of both the history and the intended uses of the building. No testing or field measurements were performed for this assessment. Observations, conclusions and recommendations are included in the body of this report.

Description of Structure

General Description

The *Mason-Allen House* is a single story, wood framed residence which has been given to the Santa Rosa Historical Society for relocation and preservation. The Society's plan is to move the building to the historic Bagdad Mill site and rehabilitate it as a visitors' center. The Bagdad Mill site is an industrial archaeological site that will be developed for passive recreation.

The original portion of the house was built in the 1870's. The house survived the 1909 fire. Changes in exterior siding indicates the limits of subsequent additions to the original residence.

The timber framing is supported on brick piers approximately 3'-6" above the surrounding grade, which is relatively flat. Concrete steps provide access to the house.

Site Visit Observations

Overview

Site observations were limited to areas readily visible without the removal of existing finishes.

Observations

Refer to the General Description above for overview of the structural conditions observed. The following are more specific areas noted during our observations.

1. The front porch and limited areas of the roof structure have severe deterioration of the timber framing caused by neglect, continued exposure to the elements, and the recent storms. Roof rafters over the west side of the original house were charred from a previous fire.
2. The above grade floor framing appears to be in generally good shape, and the floors inside are reasonable level.
3. An original back porch floor and roof area that are currently located within the house by later additions is severely deteriorated.
4. Interior floors and walls appear to have adequate remaining fabric to allow restoration. Currently the floors are covered with debris, paint chips, etc. and are exposed to elements.
5. Wall framing, although presently covered by exterior siding and interior finishes, appeared reasonably straight with no major bows or lateral alignment differentials noted.
6. Some of the connections between the original structure and subsequent additions appear inadequate for normal loadings. These areas can easily be addressed upon re-assembly of the buildings on rebuilt foundations at the new site.
7. The majority of the window glass was broken during the recent hurricane Dennis.
8. The upper portion of the brick chimney on the south side of the original house was also blown over during that storm.

Conclusions and Recommendations

1. There appears to be adequate sound structural material and remaining architectural fabric to warrant restoration of this residence.
2. The site should be made secure by perimeter fencing and adequate barriers to the interior of the house to prevent unauthorized entry. Also, loose materials such as bricks and boards need to be salvaged and safely stored for re-use during any future restoration.
3. Removal of the more severely deteriorated framing will be required to safely stabilize the structure. This would include, but not be limited to the front porch; roof rafters over the northwest area of the original house; the framing

- for the original exterior rear porch currently located near the center of the house; and any obvious areas of unsafe framing not specifically noted.
4. Temporary framing may have to be installed to stabilize the tops of walls or to provide support for roof coverings that will allow the building to be moved and made weather tight.
 5. The front porch posts should be salvaged and stored for re-use. Any existing framing that is currently exposed and unsalvageable (i.e. porch rafters) that will be removed should be documented for replication during restoration.
 6. The interior of the house should be cleaned of all debris which shall be disposed of in a safe manner in accordance with applicable laws. Although no tests were performed, we anticipate that the paint contains lead and appropriate precautions are to be followed with respect to this material.
 7. Removal of the interior debris and sealing the house from water intrusion will limit the progress of any deterioration, allowing time for planning and implementation of restoration efforts without further excessive loss of the existing materials.

Summary

SEG has completed their limited site observation and preliminary assessment of the *Mason-Allen House*. We believe that adequate structure and architectural fabric remains to warrant restoration. Efforts should be made to stabilize the structure and limit further deterioration resulting from continued exposure to the elements. We also recommend that the site be secured to prevent unauthorized entry to the property or inside the house.

After removal of the severely deteriorated members, and stabilization of the remaining structure, division of the house into logical sections would allow safe transport of the house to the proposed site when performed by a qualified mover.

Disclaimers and Limitations

The referenced building was observed for the purpose of assessing the physical condition and state of repair of the major structural components to the extent reasonably ascertainable without disturbing the floor, wall, or ceiling finishes or the roof covering.

It should be noted that the opinions and recommendations contained in this report are based solely on visual observations at randomly selected representative locations and that there is no claim, either stated or implied, that all conditions were observed.

No physical testing was performed and no calculations have been made to determine the adequacy of the structural system or its compliance with accepted building code requirements.

This report does not express or imply any warranty of the existing structural systems, nor an opinion regarding the adequacy of the original design.

Appendix

Mason – Allen House



Photo #1 – Front Porch, Damaged
Roof – South Elevation



Photo #2 – Front Porch,
Damage Roof, South Elevation

Mason – Allen House

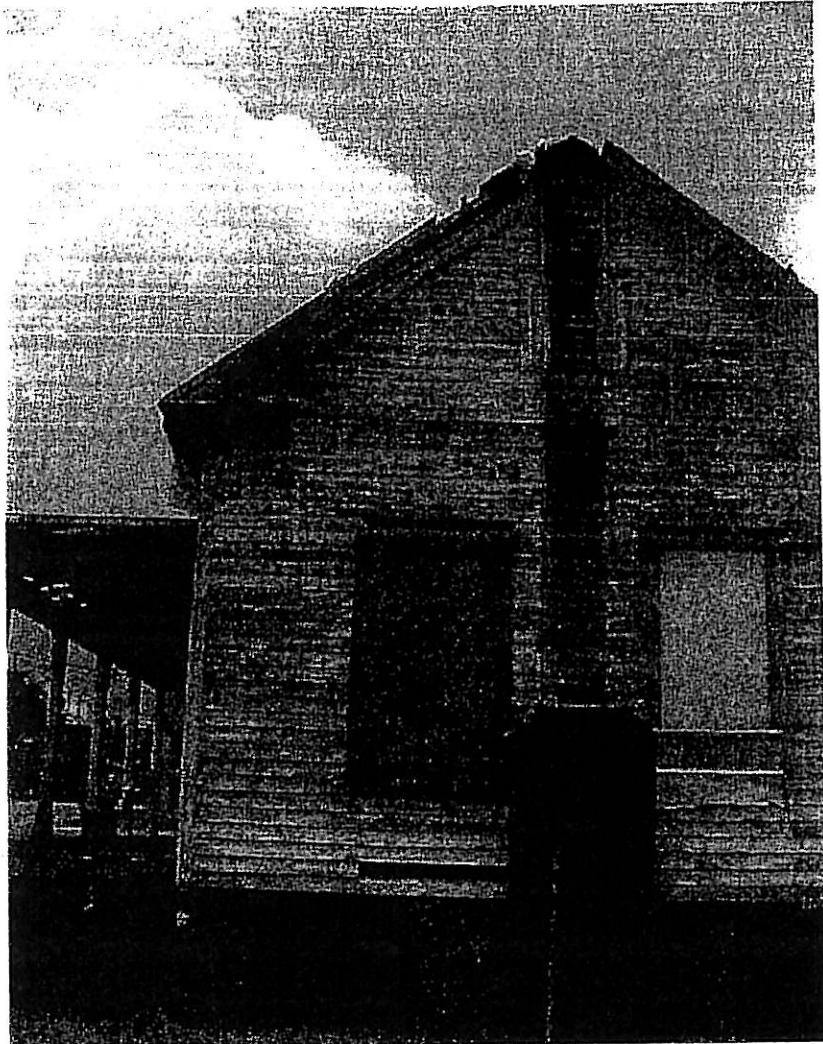


Photo #3 – East Elevation – Original House;
Collapsed Chimney

Mason – Allen House

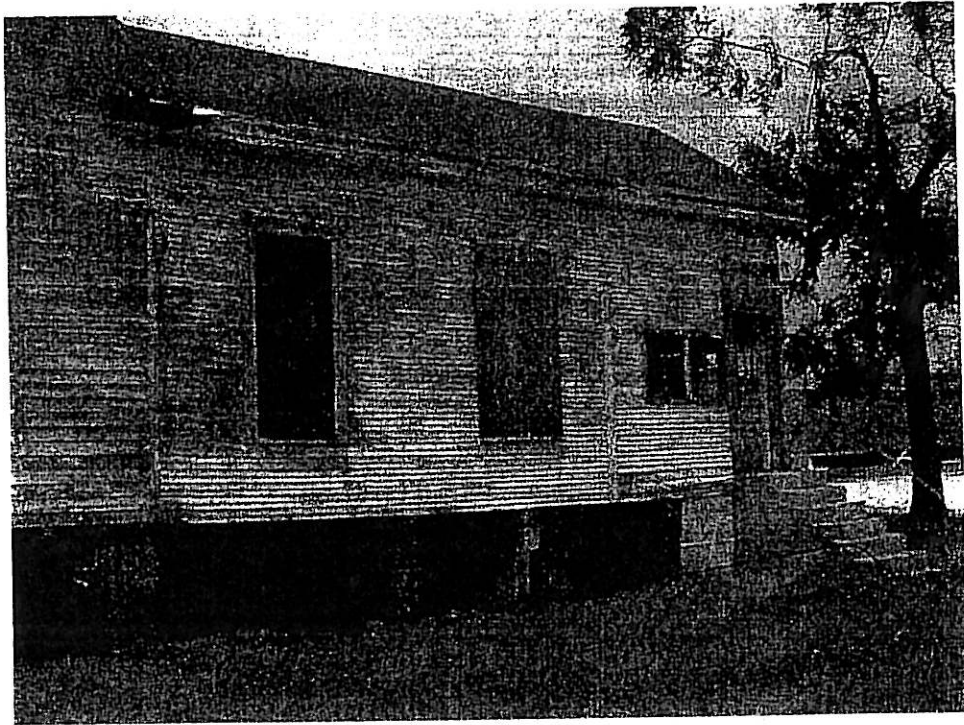


Photo #4 – East Elevation – Siding
Change @ Additions

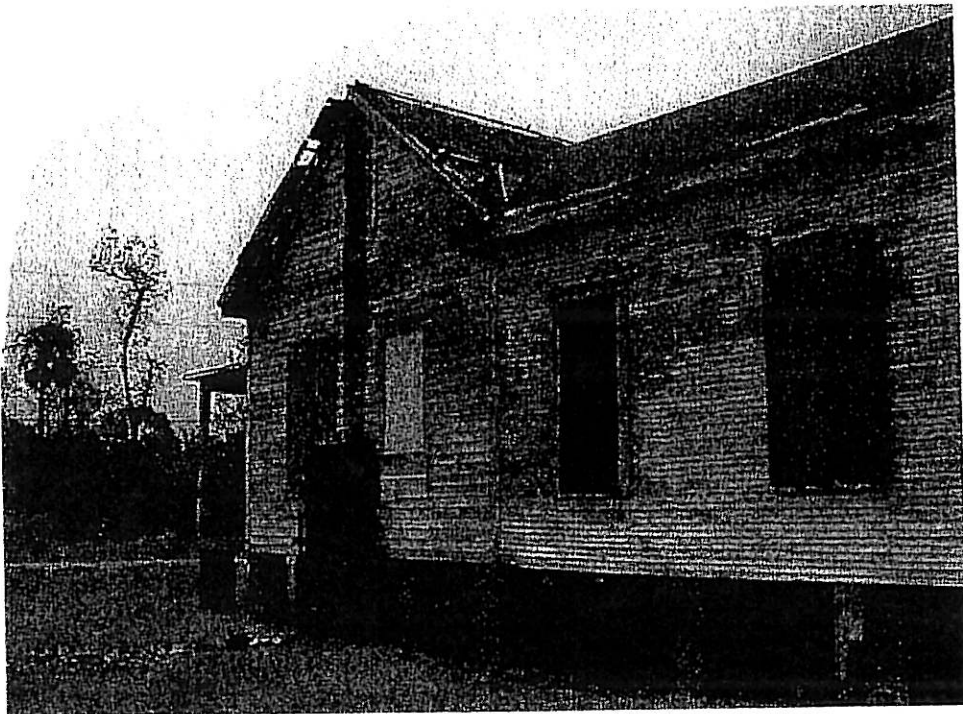


Photo #5 – East Side
Looking South

Mason – Allen House

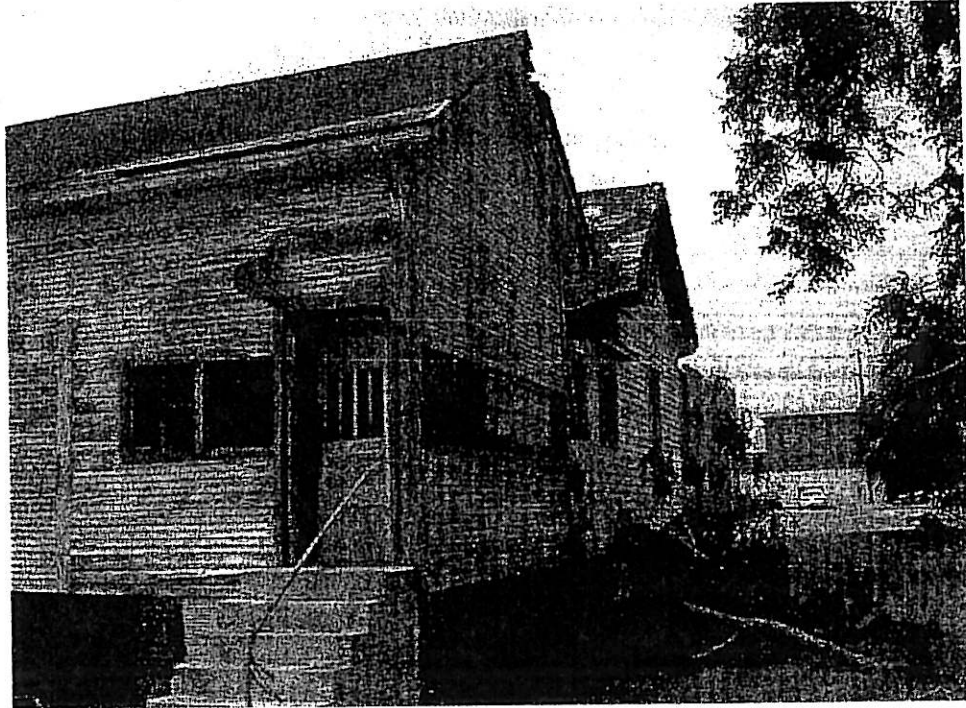


Photo #6 – North East Corner
Looking West



Photo #7 – North Elevation – Flat Roof
over Original Porch

Mason – Allen House



Photo #8 – North West Corner
Looking South