

**COOPERATIVE MANAGEMENT AGREEMENT
LITTLE ORANGE CREEK
ALACHUA COUNTY**

THIS COOPERATIVE AGREEMENT (hereinafter called "Agreement") is made as of the _____ day of _____, 2011, by and between ALACHUA COUNTY, a political subdivision of the State of Florida, whose mailing address is P.O. Box 5547, Gainesville, Florida 32627-5547 (hereinafter called the "COUNTY") and ALACHUA CONSERVATION TRUST, a Florida not-for-profit corporation and a not-for-profit organization as defined under Section 501(c)(3) of the Internal Revenue Code, with an address at 7204 S.E. County Road 234, Gainesville, Florida 32641, (hereinafter called "ACT");

WITNESSETH:

WHEREAS, the COUNTY and ACT jointly purchased approximately 702 acres of land in Alachua County, formerly owned by the Plum Creek Timberlands, LLP and now known as Little Orange Creek as described in Exhibit "A" attached hereto and by this reference made a part hereof, (hereinafter called the "PROPERTY"); and

WHEREAS, the PROPERTY was purchased for the protection of water resources, wildlife habitats and natural areas suitable for resource-based recreation consistent with Alachua County Forever Bond Referendum, Alachua County Resolution 00-60 and 09-10, Ordinance 00-13 and Section 6 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan; and

WHEREAS, ACT and COUNTY recognize that, in addition to natural resource, water resource and wildlife habitat protection and management purposes, the PROPERTY has potential for other public uses if properly managed consistent the Alachua County Forever Bond Referendum Alachua County Resolution 00-60 and 09-10, Ordinance 00-13 and Section 6 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan; and

WHEREAS, ACT can provide the personnel, ability, interest, and willingness to manage the PROPERTY based on sound ecological principles.

NOW THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements hereinafter contained, ACT and COUNTY do hereby agree as follows:

1. The purpose of this Agreement shall be to designate ACT as the lead management entity for the provision of conservation, protection, management, and enhancement of natural resources and to provide public recreation within the PROPERTY, along with other allowable uses as described and provided herein.
2. The term of this Agreement is for a period of ten (10) years, commencing on the effective date of this Agreement. This Agreement will thereafter be automatically renewed in twenty (20) year increments, unless terminated as otherwise set forth herein.
3. As additional parcels that adjoin the boundaries of the PROPERTY are acquired by the COUNTY, each individual parcel may be automatically incorporated within the definition of the PROPERTY herein, subject to written approval by both the COUNTY and ACT for such additions.

4. A Management Plan (the "Plan") for the PROPERTY will be developed by ACT and reviewed and approved by the COUNTY within twelve (12) months of the date of acquisition, subject to the conditions outlined below:
 - a. The Plan shall include, and all future revisions of the Plan shall include, strategies for forest, ecological and fire management, silviculture, long-term management, public recreational uses, access and use of existing roads, site development and improvements, security, protection of cultural resources and establishment of environmental education programs.
 - b. Amendments to the Plan with respect to the PROPERTY may be proposed by either party to this Agreement at any time; however, both parties must agree in writing to the amendments.
5. ACT and COUNTY mutually agree that any use or development of the PROPERTY shall be subject to the minimum conditions and guidelines outlined below:
 - a. The function and condition of the PROPERTY with respect to wildlife habitats, natural resources, water management, water supply and the conservation and protection of water resources will be maintained in its present condition or enhanced;
 - b. Consistent with the conservation and protection of wildlife habitat, natural resources and water resources, the PROPERTY shall be managed for multiple use, including forest management, and for public resource-based educational and recreational purposes (i.e., dependent on existing elements of the natural environment), which may include hiking, wildlife viewing, picnicking, nature study, camping and other related passive outdoor activities, as set forth in the Plan;
 - c. Educational and recreational activities planned or conducted on the PROPERTY shall be resource-based. The development of recreational facilities shall be restricted to trails, boardwalks, or other alterations, as set forth in the approved Plan, which facilitate access for the recreational user, and do not have a significant negative impact on the natural or water resources;
 - d. All educational and recreational uses and activities on the PROPERTY shall be consistent with the mission on ACT and the protection of environmentally significant lands as provided in the Alachua County Forever Bond Referendum, Alachua County Resolution 00-60 and 02-17, Ordinance 00-13 and Section 6 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan;
 - e. It is understood by both parties that there shall be no facilities on the PROPERTY except those directly related to the operation and maintenance of the PROPERTY for conservation, public recreational and environmental educational purposes, as set forth in the approved Plan.
6. ACT shall coordinate and oversee all activities on the PROPERTY; implement the approved Plan to meet the goals and objectives described therein, initiate appropriate management programs to meet the intent of the conditions and guidelines stated herein; coordinate and monitor all management activities undertaken by others; provide for management of the PROPERTY on a day-to-day basis; and coordinate and monitor all public recreation activities on the PROPERTY, including trail construction and maintenance, trail brochure development and other passive recreation activities that are consistent with the Plan.
7. Revenues generated on the PROPERTY by ACT or the COUNTY, or third parties hired by ACT or the COUNTY through compatible secondary-use management, such as the

sale of timber, shall be utilized for the benefit of the PROPERTY to implement approved activities on the PROPERTY to the extent allowable under existing laws and consistent with the Plan. Such revenues and expenditures by the Parties will be reported in writing at least annually by ACT to the County, and will describe, at a minimum, revenues and how generated and expenditures on the Property for the reporting period, any discrepancies between revenues, expenditures and remaining fund balance. Funds placed in an endowment to manage the Property will be described separately and included in the report. If this Agreement is terminated as set forth in paragraph 14 below, the parties agree that

- a. Any funds remaining for the management of the Property must be spent on the Property by the party designated as the lead management entity after termination of the Agreement.
 - b. If the Property is divided among the parties, the funds remaining for the management of the Property must be divided among the parties with an ownership interest in the Property in amounts equal to the parties' pro-rata ownership share and the funds so allocated used to manage the Property.
8. Any equipment, structures, improvements and facilities placed upon or moved in or upon the PROPERTY by ACT or the COUNTY shall be at the sole cost, expense and liability of the initiating party, shall be considered the property of the initiating party, and shall be identified in the approved Plan. The COUNTY shall not be liable for damage to structures, improvements and facilities initiated by ACT; nor shall ACT be liable for damage to structures, improvements and facilities initiated by the COUNTY. If this Agreement is terminated as set forth in paragraph 14 below, ACT must remove its equipment, structures, improvements and facilities within the 45-day notice provision specified in paragraph 14 below or else they will be considered abandoned and become the property of the COUNTY.
 9. Nothing contained in this Agreement or in the Plan prepared pursuant to this Agreement shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of ACT or COUNTY as it now or hereafter exists under applicable laws, rules and regulations.
 10. Each party shall pay all lawful debts incurred by that party with respect to the PROPERTY and shall satisfy all lawful and properly established liens of contractors, subcontractors, mechanics, laborers, and materialmen with respect to any construction, alteration and repair in and on the PROPERTY, and any improvements thereon authorized by such party, its agents or employees, and shall be responsible for its own legal costs and charges, including reasonable attorney's fees on appeal, in any suit involving any claims, liens, judgments or encumbrances suffered by that party as a result of the use or occupancy of the PROPERTY or any part thereof by such party, its agents or employees.
 11. Neither ACT nor COUNTY shall use or permit the PROPERTY to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to archeological and historical sites, with respect to either party's activities in, and use of, the PROPERTY during development of improvements to the PROPERTY.

12. ACT and the COUNTY may enter into agreements with third parties to develop and implement the Plan or to subcontract day-to-day management responsibilities to environmental, educational or governmental organizations and agencies consistent with the approved Plan; provided however, that any such third party agreements entered into by the contracting party shall be subject to the prior written approval of the other party, and such third parties shall agree to comply with the terms and conditions of this Agreement. Neither ACT nor the COUNTY shall unreasonably withhold approval of such third party agreements to be entered into by the other. Any such third party agreements necessary for routine maintenance or previously agreed upon minor improvement of the site shall not require ACT's or COUNTY's written approval.
13. ACT, shall, throughout the term of this Agreement, provide, maintain, and keep in force a program of insurance or self-insurance covering its liabilities as of the types and in the minimum amounts detailed in Exhibit B.
14. ACT shall indemnify, save harmless and defend the COUNTY and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the COUNTY that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this Agreement. In the event the COUNTY is alleged to be liable on account of alleged acts or omissions, or both, of ACT, its subcontractors or agents, then ACT will defend such allegations through counsel chosen by the COUNTY. Furthermore, ACT will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this Agreement. Nothing in this Agreement shall be construed as a waiver of the COUNTY'S sovereign immunity or the provisions or limitation under Section 768.28, Florida Statutes or any other provision of law.
15. Either party may terminate this Agreement with or without cause by giving forty-five (45) days notice in writing of its intent to do so.
16. All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given (i) when mailed by Certified Mail, postage prepaid, return receipt requested, or (ii) by hand delivery to the named individuals below, or (iii) by private parcel delivery services or (iv) facsimile transmission for which a receipt is provided to the notifying party addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other party hereto:

ACT: ALACHUA CONSERVATION TRUST
7204 S.E. County Road 234
GAINESVILLE, Florida 32641
ATTENTION: Executive Director

COUNTY: ALACHUA COUNTY
Office of Management and Budget

105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
Attn: Contracts

With a copy to: Alachua County Environmental Protection Department
408 West University Avenue, Suite 106
Gainesville, Florida 32601
ATTENTION: Alachua County Forever.

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery or transmission thereof, as aforesaid.

17. Whenever used herein the terms "ACT" and "COUNTY" include all parties to this instrument, their employees, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies.
18. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties hereto or their authorized representatives.
19. This Agreement shall be construed and interpreted according to the laws of the State of Florida.
20. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both ACT and COUNTY have contributed substantially and materially to the preparation hereof.
21. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of ACT or COUNTY has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

ALACHUA CONSERVATION TRUST

Robert Hutchinson

Print Name: Robert Hutchinson,
as its: Executive Director
Alachua Conservation Trust

11/22/2011
Date

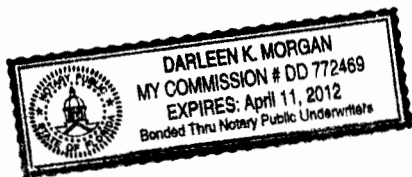
STATE OF Florida)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 22 day of November, 2011, by Robert Hutchinson, as Executive Director of Alachua Conservation Trust. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Darleen Morgan
Notary Public



(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

COUNTY:


BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Paula M. DeLaney, Chair

J. K. Irby, Clerk

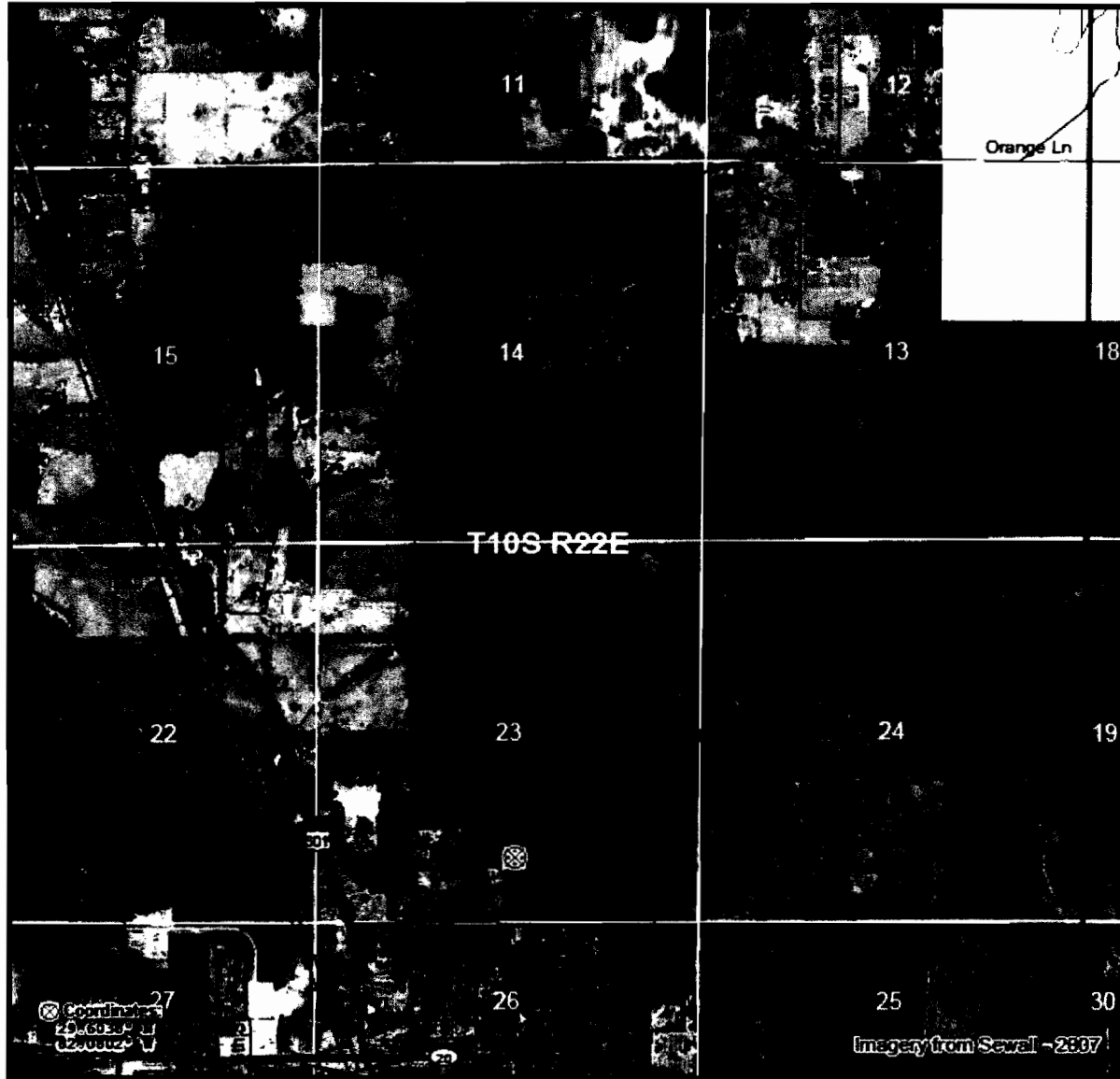
(SEAL)

Approved as to form:


County Attorney

Exhibit "A"

PROPERTY MAP

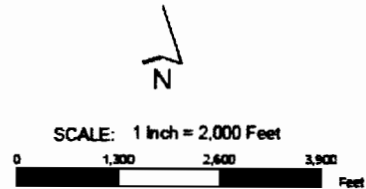


008A-2-3 - Fowlers Pr. NE Hawth West - Photo Map

Parcel # 12001Cs006

Alachua County, FL - approx. 702 acres +/-

Property Listing	Interstate	USFS
County	Primary Highway	NPS
Lake/Reservoir	Secondary Highway	USFWS
Perennial River/Stream	Other Road	BLM
Intermittent Stream	Railroad	BIA/Tribal
		Other Federal
		State
		County/Local



The property depicted on this map has not been surveyed. The acreage is an estimate based upon GIS data. The volume information in this report is based on current information in the seller's inventory system. The information is subject to change due to harvest activities and/or updates resulting from routine maintenance of the inventory system. Neither the owner nor its officers, directors, employees or agents represent or warrant the accuracy or completeness of the ownership acreage, the cover type acreage, timber inventory species, grade or volumes, legal or practical access to the property or operability. 8/12/2011

Exhibit B.
Insurance Requirements

**TYPE “A” INSURANCE REQUIREMENTS
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. BUILDER'S RISK / INSTALLATION FLOATERS.

- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

**Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900**