

Memorandum

To: Cone Ranch Environmental Advisory Panel Members
CC: Edith Stewart, Hillsborough County
From: Pamela Jo Hatley
Date: 7/19/2009
Re: Summary of my tour of Cone Ranch

Panel members, I am aware that Mr. Alvin Futch has contacted some or all of you and offered to take you to visit the Cone Ranch property. I do not know how many of you have been able to visit the property, but I would like to share with you the following summary of my observations and impressions from my visit to the property on July 14, 2009:

I toured the Cone Ranch property on Tuesday, July 14, 2009. My guides were Mr. Alvin Futch, a life-long Florida farmer and cattle rancher who grew up on the Cone Ranch property, and Ms. Karen Warren, who manages the cattle ranching enterprise for the lease tenant. Mr. Futch's grandparents owned Cone Ranch in the past, and he is very knowledgeable about the property's features and history. Ms. Warren has lived and worked on the property with her husband for 14 years, and she is very knowledgeable about the property's current features and conditions.

After visiting the property, my overall impression of Cone Ranch is that it consists of strikingly beautiful, well-managed, and highly productive land.

I learned from Mr. Futch that the land supports the growth of some 1.2 million pine trees that were planted by the Rotary Club in 1992-93. These trees were planted under a license agreement between the Rotary Club and Hillsborough County, a copy of which is attached. The trees and the profits and perpetual benefits that they would eventually generate were a gift from the Rotary Club to the people of Hillsborough County. The County agreed to protect and manage the pine forest following accepted silviculture practices, with the recommendations and assistance of the Division of Forestry. Mr. Futch explained that proper management of pine forests like the one on Cone Ranch requires periodic burns.

Mr. Futch explained to me that under the silviculture plan for the pines Rotary planted on Cone Ranch, the trees would grow for 12 to 14 years, and then there would be a first cutting. The first cutting would generate some income and would thin out the forest so the remaining trees could continue to grow and mature. In another 12 to 14 years a second cutting would occur. The second cutting would generate more income than the first cutting, and would allow the remaining trees to continue to grow and mature. In another 12 to 14 years a third and final cutting would occur. This final cutting would again generate more income. After the third cutting, the remaining trees would be left to establish a perpetual pine forest.

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Some years ago it was discovered that some of the pine trees planted by Rotary were diseased. Mr. Futch explained that there should have been a cutting to remove the diseased trees. Unfortunately, this did not occur, and the diseased trees were allowed to remain, which adversely affected the healthy trees. A cutting is presently being carried out; but Mr. Futch expressed dismay that it had not occurred sooner. Mr. Futch also expressed disappointment that the cut trees are being ground for mulch, rather than being put to some more noble use.

Nevertheless, the remaining trees will continue to grow and mature, and have the potential to generate income from subsequent cuttings, and provide myriad other benefits. For example, the trees produce oxygen and help clean the air, stabilize the ground, and provide wildlife habitat. Ms. Warren said she has seen many gopher tortoises in the pine forest area; and I did observe one gopher tortoise in the pine area during my visit.

In addition to the pine forest, the land currently supports some 3000 head of cattle. These cattle are on Cone Ranch under a lease agreement. The cattle are raised for beef, and thus provide food and other products for human consumption. Of course, the beef enterprise is a direct source of income for the lease tenant; but also produces economic benefit to others associated with the cattle and beef industry, including those who provide veterinary services, cattle feed, cattle transport, and slaughter.

The land also produces many acres of grass for consumption by the cattle, for seed generation and harvesting, and for sod harvesting. During my visit I observed many acres of healthy, beautiful grass meadows. These grasses also produce direct income for the lease tenant, who sells the seeds and sod to other industries. Ms. Warren explained that the seeds and sod from these grasses are used in residential and commercial developments, and along highways. The grass meadows also provide wildlife habitat. During my visit I observed several deer and many birds, including meadowlarks, in the grass areas.

Located throughout the grass meadows I also observed many wetland areas. These included many tall, healthy cypress trees. Some of these wetland areas were very large. I observed scores of wading birds using the wetlands apparently for foraging and nesting. Thus, it was apparent that these wetland areas provide wildlife habitat as well as other typical wetland benefits, including flood control and aquifer recharge.

Both Ms. Warren and Mr. Futch pointed out that there are few, if any, functioning drainage ditches remaining on the property. The drainage ditches that existed in the past have not been maintained, and most have filled in over time and are no longer functioning. I did not see any obvious drainage ditches during my visit. Overall, the land appeared to me to be healthy, productive, and strikingly beautiful.

LICENSE AGREEMENT

THIS AGREEMENT, is entered into this 7th day of August, 1991, by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "Licensor" and PLANT CITY ROTARY CLUB and TAMPA EAST ROTARY CLUB, hereinafter referred to as "Licensee".

W I T N E S S E T H

WHEREAS, the Licensor is the owner of the Cone Ranch property purchased for the purpose of providing future water resources for Hillsborough County residents; and

WHEREAS, loss of habitat diversity is recognized as a serious environmental problem both locally and globally; and

WHEREAS, the Board of County Commissioners adopted a Management Plan for Cone Ranch which requires a systematic restoration of the area to a more natural state; and

WHEREAS, portions of the parcel were cleared in the 1940s; and

WHEREAS, a properly designed habitat restoration plan for the Cone Ranch will include reforestation of selected areas; and

WHEREAS, Licensee has expressed interest in reforesting uplands with slash-pine timber and creating a perpetual pine flatwoods natural plant community; and

WHEREAS, the proposed reforestation plan is wholly consistent with the long term multiple-use management of the Cone Ranch as a public wellfield, resource based recreation area, and wildlife preserve and will not impede future wellfield development;

NOW, THEREFORE, in consideration of the promises and mutual

covenants set forth herein the parties hereby mutually agree as follows:

1) Licensor agrees to grant to Licensee the right to utilize the Cone Ranch property for the uses set forth below and shall provide reasonable ingress and egress to said property during the term of this agreement.

2) Licensee shall plant on the Cone Ranch property approximately 200 acres of slash-pine timber for five years, the exact acreage being determined by an annual budget of \$10,000.00 per year and the current costs of services by professional planting contractors. All trees planted by the Licensee on the Cone Ranch property shall become the property of the Licensor.

3) Location of plantings will be in areas determined to be suitable and appropriate by Licensor in consultation with the State Division of Forestry staff. Priority will be given to enhancement of existing wildlife corridors.

4) Licensor shall be responsible for protection and management of the forest following planting with the recommendations and assistance of the Division of Forestry. Protection and management will include, but not be limited to the following:

- A. Protection of seedlings from cattle for three (3) years after planting.
- B. Accepted silvicultural practices including selective thinning, harvesting, and prescribed fire, insect and disease control. In no circumstances will the areas planted be clear cut.

5) Incidental to the creation of a perpetual pine flatwoods natural plant community, excess timber may be produced. Proceeds from these timber sales shall be used by Licensor expressly on the Cone Ranch property for resource management, park development, and site security as per the approved management plan.

6) The reforested area shall be named "The Rotary International Forest". The Licensee shall be permitted to design, build and erect a monument in a mutually agreed upon location to commemorate and interpret the project.

7) Licensee agrees to assume all risk of loss, injury or damage of any kind or nature to any person or property belonging to the Licensor or to others which arise out of the use of the Cone Ranch property by Licensee its agents, members or guests during the term of this agreement while said trees are being planted.

Licensee agrees to indemnify Licensor, defend and hold Licensor harmless from any and all claims, demands and causes of action arising out of Licensee's use, including but not limited to agents, guests, users or assigns, of the Cone Ranch property during the term of this agreement while said trees are being planted.

8) Licensee shall not make or permit any use of the Cone Ranch property which will be unlawful, improper, or contrary to any applicable local, state or federal law, ordinance or regulation.

9) Licensee is expressly restricted to use the Cone Ranch property for those uses determined by this agreement.

10) The term of this agreement shall be for five years beginning with the date first written above.

11) This License Agreement contains the entire agreement of the parties and no other agreement, statement, or promise made by any party, employee, officer, or agent of any party, which is not contained in this Agreement or in a subsequent modification agreement shall be binding or valid.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the day and year first above written.

ATTEST:

RICHARD AKE, CLERK

LICENSOR: HILLSBOROUGH COUNTY,
FLORIDA

By: Lindy A. Stanfield
Deputy Clerk

By: Phyllis Busansky
Phyllis Busansky, Chairman
Board of County Commissioners

ATTEST:

LICENSEE:

PLANT CITY ROTARY CLUB

By: R. Heart J.

By: Alvin C. Fultz
Authorized Representative
Project Chairman
(Title)

TAMPA EAST ROTARY CLUB

By: R. Heart J.

By: S. Murray
Authorized Representative
President - Tampa East
(Title)