



Trails and Greenways Committee

Tuesday, March 29, 2022 at 6:00 pm

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. ADDITIONS/DELETIONS/CHANGES
4. CONSENT AGENDA
5. PUBLIC COMMENTS
6. ACTION ITEMS
7. DISCUSSION ITEMS:
 - a. Malabar Scrub Sanctuary Scrub Habitat Restoration Permit Application
Exhibit: Agenda Report Number 7a

Attachments:

- **Agenda Report Number 7a** (Agenda_Report_Number_7a.pdf)

8. OLD/NEW BUSINESS
 - a. Board Member Comments
 - b. Staff Reports
 - c. Next Scheduled Meeting Date
9. ADJOURNMENT

Contact: Richard W. Kohler (rkohler@townofmalabar.org 321-727-7764) | Agenda published on
03/28/2022 at 8:53 AM

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 7.a

Meeting Date: March 29, 2022

Prepared By: Richard Kohler, Deputy Clerk/Treasurer

SUBJECT: Malabar Scrub Sanctuary Scrub Habitat Restoration Permit Application

BACKGROUND/HISTORY:

At the March 21st RTCM, Council voted to send this permit application to the Trails and Greenways Committee for review. Council directed the permit for the Malabar Scrub Restoration Project be split into Malabar Scrub East and Malabar Scrub West, with a permit for Malabar Scrub East to be issued first. Conditions discussed for the Malabar East permit are as follows:

- No permits issued until all barricades restricting public access to public lands are removed.
- In lieu of the required Tree Survey and \$40 per tree fee associated with a standard Malabar tree removal permit, the EELs program leaves a 20-25 foot vegetative perimeter buffer.
- The Trails and Greenways Committee approves the permit plan.
- The Town of Malabar should be able to appoint an inspector to supervise the work in progress.

While work is being completed in Malabar East, it is Council's hope that a more detailed plan can be developed for Malabar West, through increased public engagement. Council has requested this item be heard again at their April 4th RTCM.

Below is the Agenda Report provided to Council by Town Manager Stinnett for the 3/21/2022 RTCM where this issue was discussed.

Brevard County Environmentally Endangered Lands (EELs) is seeking to complete a Scrub Habitat Restoration Project within the Malabar Scrub Sanctuary and is applying for a permit to complete the land clearing and tree removal activities necessary to reach their land management goals.

Based on public input EELs has put together a plan to relocate three trail sections into non-scrub habitat where tree overstory would not be impacted by this project or future projects. They have also specified a selection of desirable trees along trails and abutting residential properties for preservation.

Note: The specified selection in the packet is not all inclusive of the trees to remain across the properties. EELs also provided estimates of tree removal and retention by sector and identified areas which will not be reduced to the management goal including the hammock areas directly adjacent to the drainage systems (see blue on maps), Briar creek hammock (green), hammock in the northwest corner of MSS West (green). Preference for retention will be given to older flat top pines and oaks within the management goal on the remainder of the project site.

Also, shaded in blue are the jurisdictional wetlands where all work is to be reviewed by St. John's Water Management District.

Pine trees and palms that are not a part of the specific selection of trees to be retained or to be left within the management goal will be eliminated, while the scrub oaks regardless of size that are cut or trimmed will re-sprout and be maintained in a more optimal condition and height.

ATTACHMENTS:

Permit application
Project plans and details
Fee waiver request

FINANCIAL IMPACT:

Base permit fee for type IV non-residential land clearing is \$30 Building Admin Fee plus \$100 for the first acre and \$10 per additional acre for a total of \$5440.

Additionally, the fee for multiple tree removal is \$40 per tree which cannot be properly calculated without a tree survey.

ACTION OPTIONS:

Motion to approve the permit application with the accommodations of the trail relocation plan and tree preservation plan as enclosed with a waiver of the tree removal fee.



BOARD OF COUNTY COMMISSIONERS

**Parks and Recreation Department
Environmentally Endangered Lands Program**

91 East Drive
Melbourne, Florida 32904

3/14/2022

Town of Malabar
Town Council

Dear Council Members,

The Brevard County Environmentally Endangered Lands Program is seeking permit approval from the Town of Malabar and a waiver of tree removal fees for a scrub habitat restoration project at the Malabar Scrub Sanctuary.

The proposed site for clearing of trees is within the Malabar Scrub Sanctuary (MSS). The site is owned by The State of Florida and Brevard County and Managed by the Environmentally Endangered Lands Program. The primary management goals for the MSS include the conservation and restoration of ecosystem function, natural communities and native species' habitat. We are applying for the permit for tree trimming and removal as part of a scrub restoration project to benefit the Florida Scrub Jay and associated scrub species. We plan to trim scrub oaks > 5.5ft in height, Sand Pines, Slash Pines, Longleaf Pines and Cabbage Palms and other hardwood species to a density of 2 trees per acre. The goal is to reduce Oak height to <5.5ft and tree coverage to 2 trees per acre per the Florida Fish and Wildlife Conservation Commission Scrub Management Guidelines.

Thanks for your consideration,

Mike Knight – Program Manager
Brevard County
Environmentally Endangered Lands Program

Malabar Scrub Habitat Restoration

Trees identified for preservation along trails and homes.

The Brevard County Environmentally Endangered Lands Program needs to complete a tree thinning and vegetation reduction project at the Malabar Scrub Sanctuary to restore and maintain the scrub habitat for the benefit of the Florida scrub jay and other plant and animal species that also depend on the scrub ecosystem for their long-term survival.

This restoration work is being done to meet the sanctuary management goals and objectives that are defined within the State-approved management plan. The County manages the property under a lease from the State of Florida and is required under the lease and by Florida Statutes to manage the property consistent with the purposes for which it was originally acquired. The Malabar Scrub Sanctuary was originally acquired by Brevard County with acquisition support funding from the State of Florida for the long-term protection of the Florida Scrub Jay and other scrub species.

The sanctuary has a high density of pine trees, overgrown scrub oaks and cabbage palms that are detrimental to the habitat requirements of the Florida Scrub Jay and other scrub animal and plant species. The mechanical thinning of the trees is required to maintain the sanctuary in a more optimal condition for the species that depend on it. High densities of trees and overgrown understory vegetation within the scrub ecosystem limits the amount of sunlight that reaches the ground which prevents the growth of food resources for scrub species such as the gopher tortoise and Florida Scrub jay. High tree densities also contribute significantly to the predation rate on the Florida Scrub jay by raptors that use the trees as hiding spots to ambush and feed on the jays. High tree densities did not historically exist within the scrub ecosystem due to recurring natural fire cycles.

The EEL Program has identified and marked specific trees along the existing trail system and next to the adjacent homes in Country Cove that will be left in place (see Figures 1 – 10). All other trees with the exception of the hammock areas directly adjacent to the drainage systems will be thinned to an average of two trees per acre. Efforts will be made to preserve the larger oaks along the paved trail with appropriate spacing to be consistent with the overall objective of meeting the two trees per acre average (see Fig. 11).

All work completed within jurisdictional wetlands will be reviewed in advance by the St. Johns River Water Management District for compliance with wetland regulations. All wetland areas included in the project are depicted with blue shading on Figure 1.

Beyond the removal of pine trees and cabbage palms, no existing vegetation is being killed. Scrub oaks regardless of size, that are cut or trimmed will re-sprout and be maintained in a more optimal condition and height.

As per Town Council's request, no trees will be removed as part of this restoration project within the Town owned Briar Creek Blvd. 100' Right-of-Way(ROW). The EEL Program will place temporary markers on each edge of the ROW 50' out from the center of the existing road. The EEL Program will continue to maintain the two fire control lines along each side of the existing ROW road for future prescribed burning operations only.

Fig. 1 – Malabar Scrub East Tract
Blue Shaded areas are wetlands within the project area.
Black line is the paved trail.

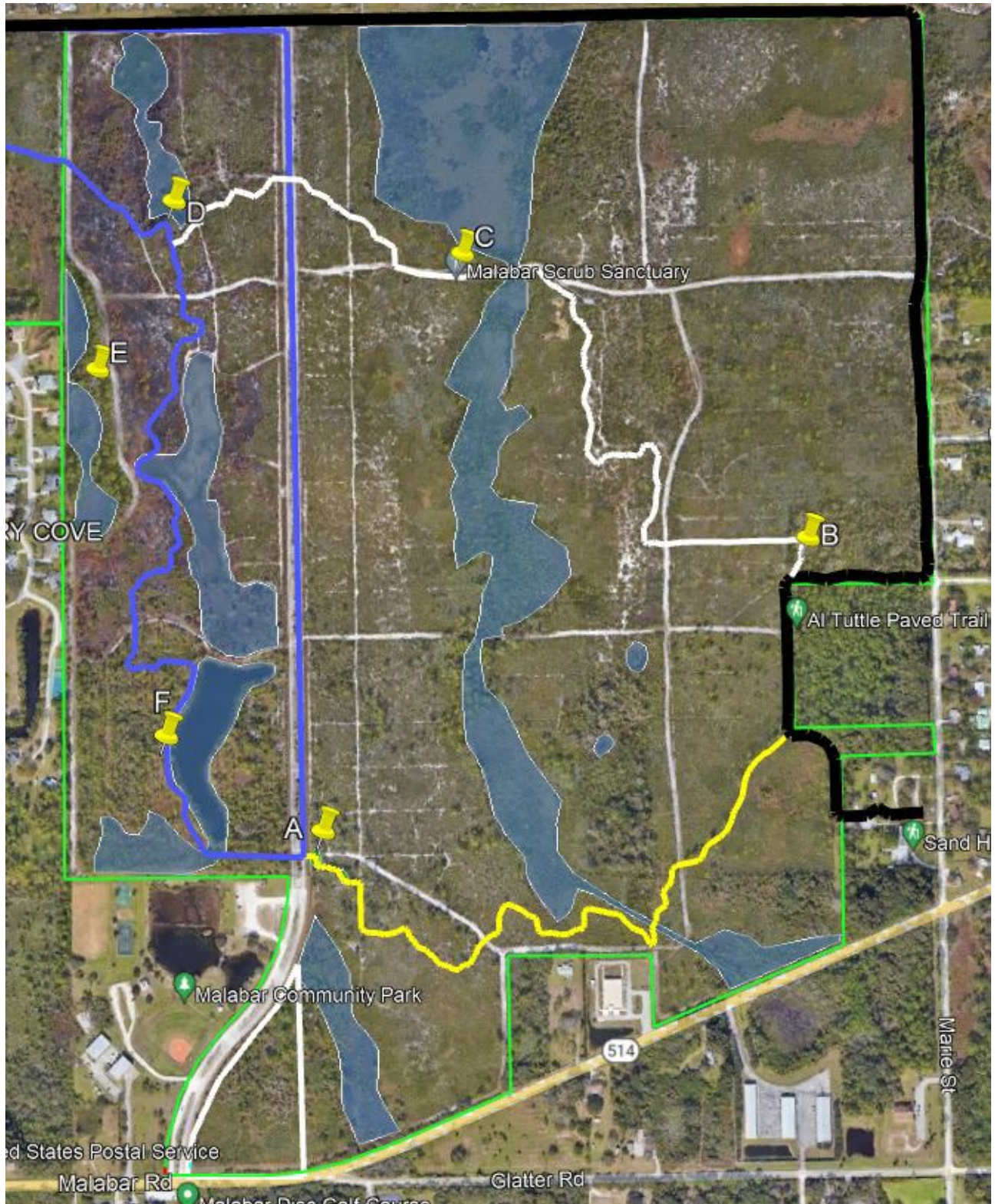


Fig. 2 - Area A – 12 Oaks



Fig. 3 - Area B – 12 Palms



Fig. 4 - Area C – 4 Oaks, 1 Pine

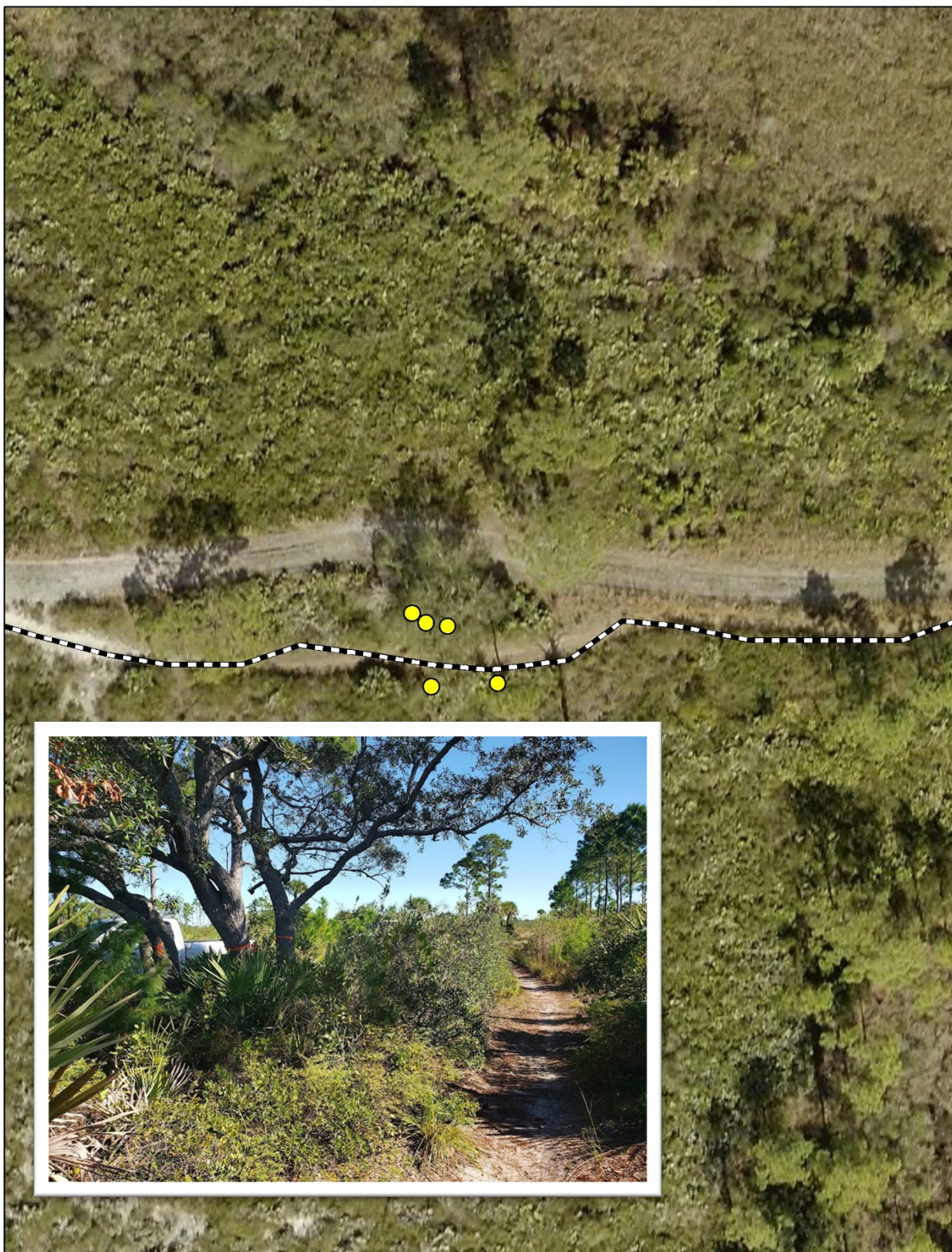


Fig. 5 - Area D – 6 Oaks



Fig. 6 - Area E – 22 Pines



Fig. 7 - Area F – 12 Pines



Fig. 8 - Malabar Scrub West Tract

Green shaded areas are excluded from the restoration plan.
Purple shaded areas are planned for future scrub restoration.
Yellow lines are relocated trails
Blue lines with Black will be closed to compensate for trail relocations.
Orange line with Black will be closed to compensate for trail relocation.
Blue shaded areas are wetlands within the restoration project.
Red double line is the Town-owned Briar Creek Blvd. Right-of-Way

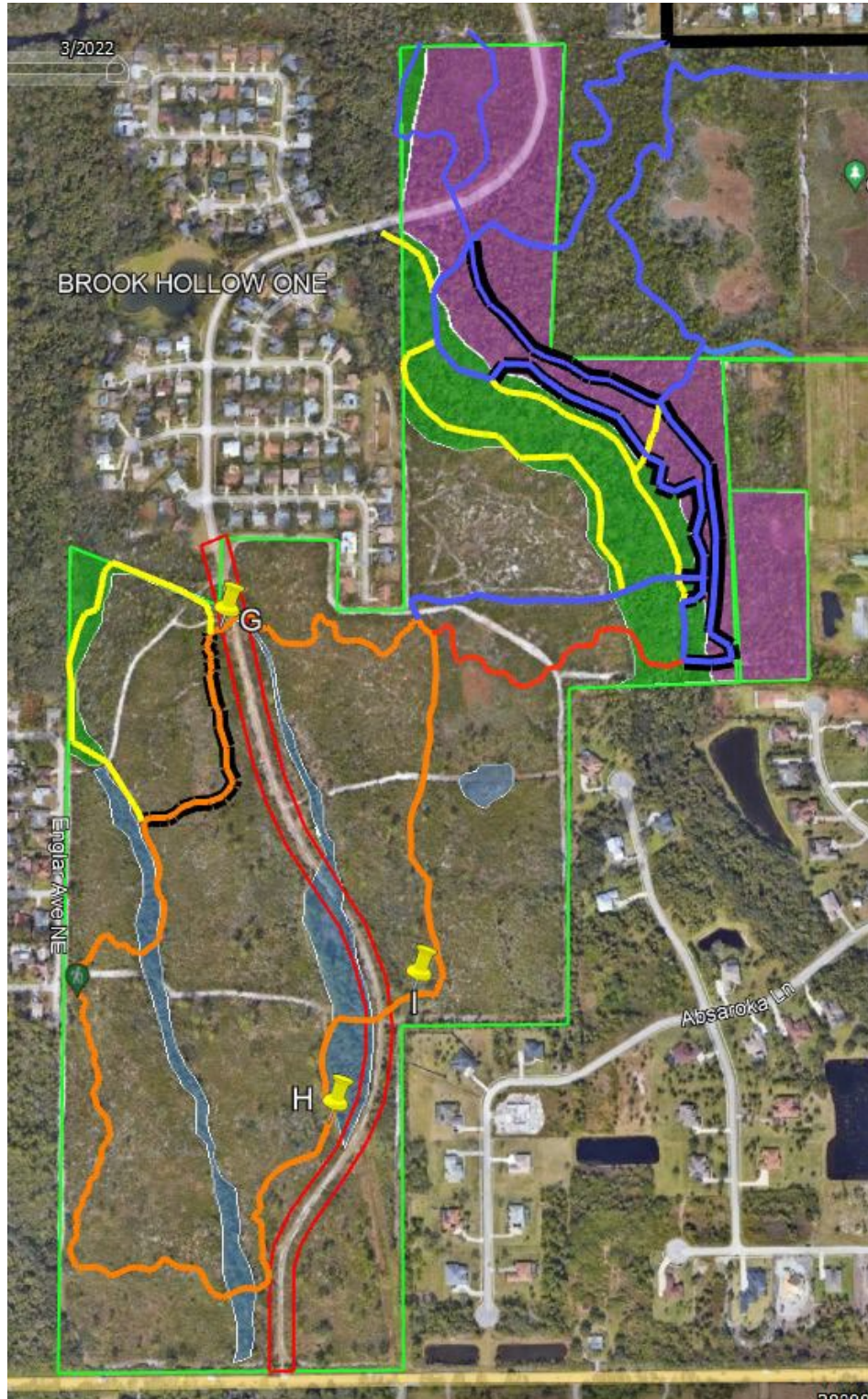


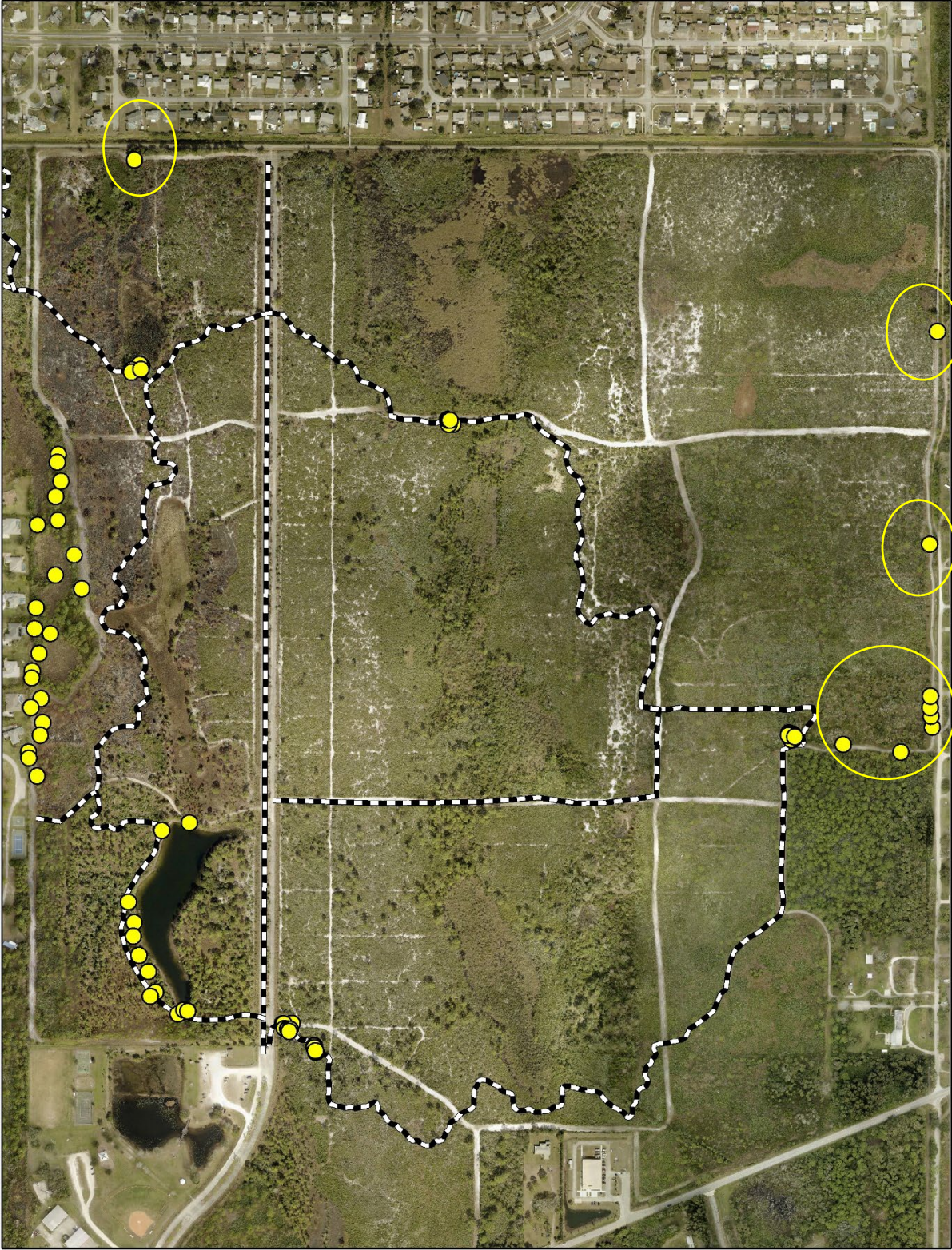
Fig. 9 - Area G – 1 Oak



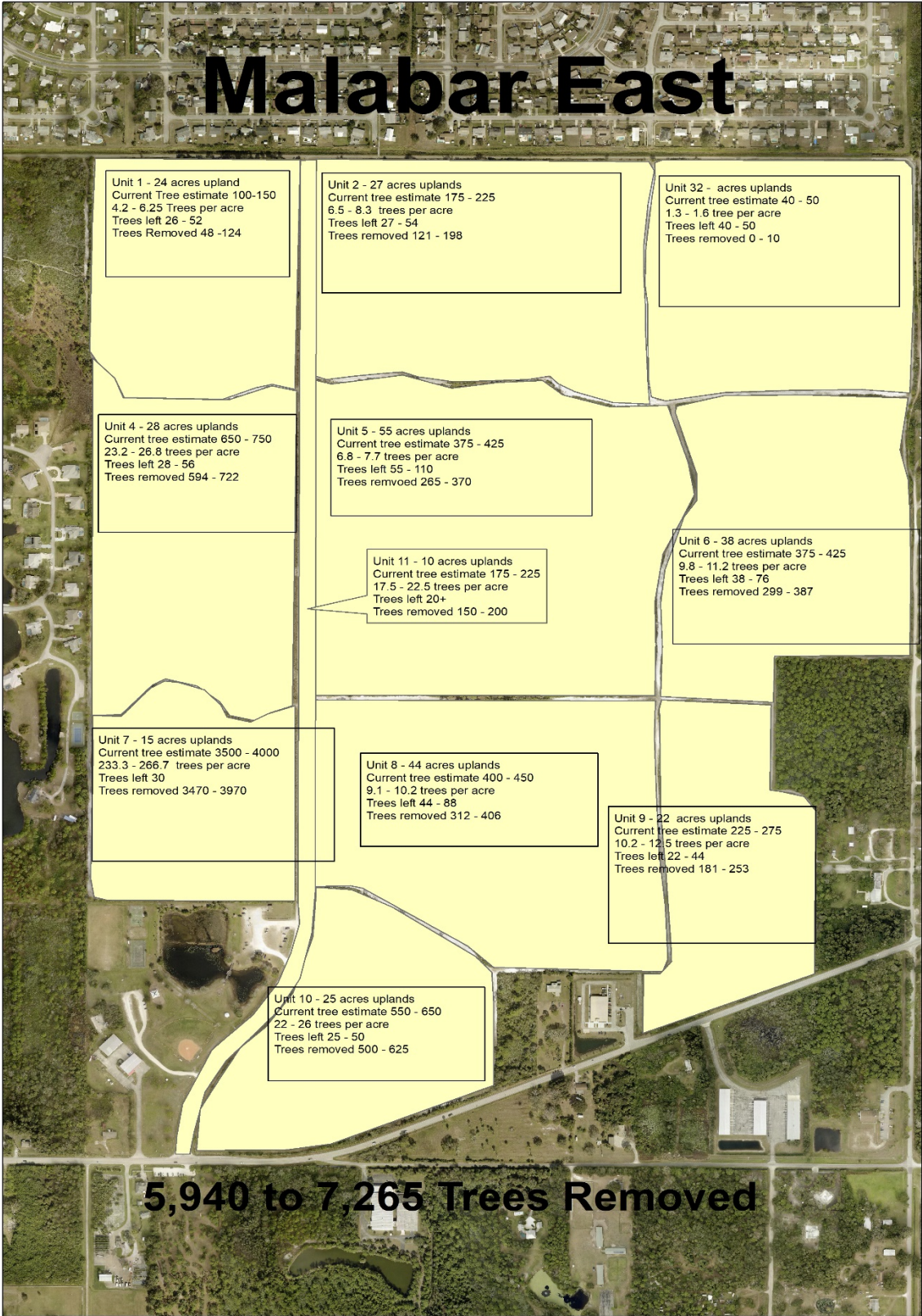
Fig 10 - Areas H & I – 6 Oaks



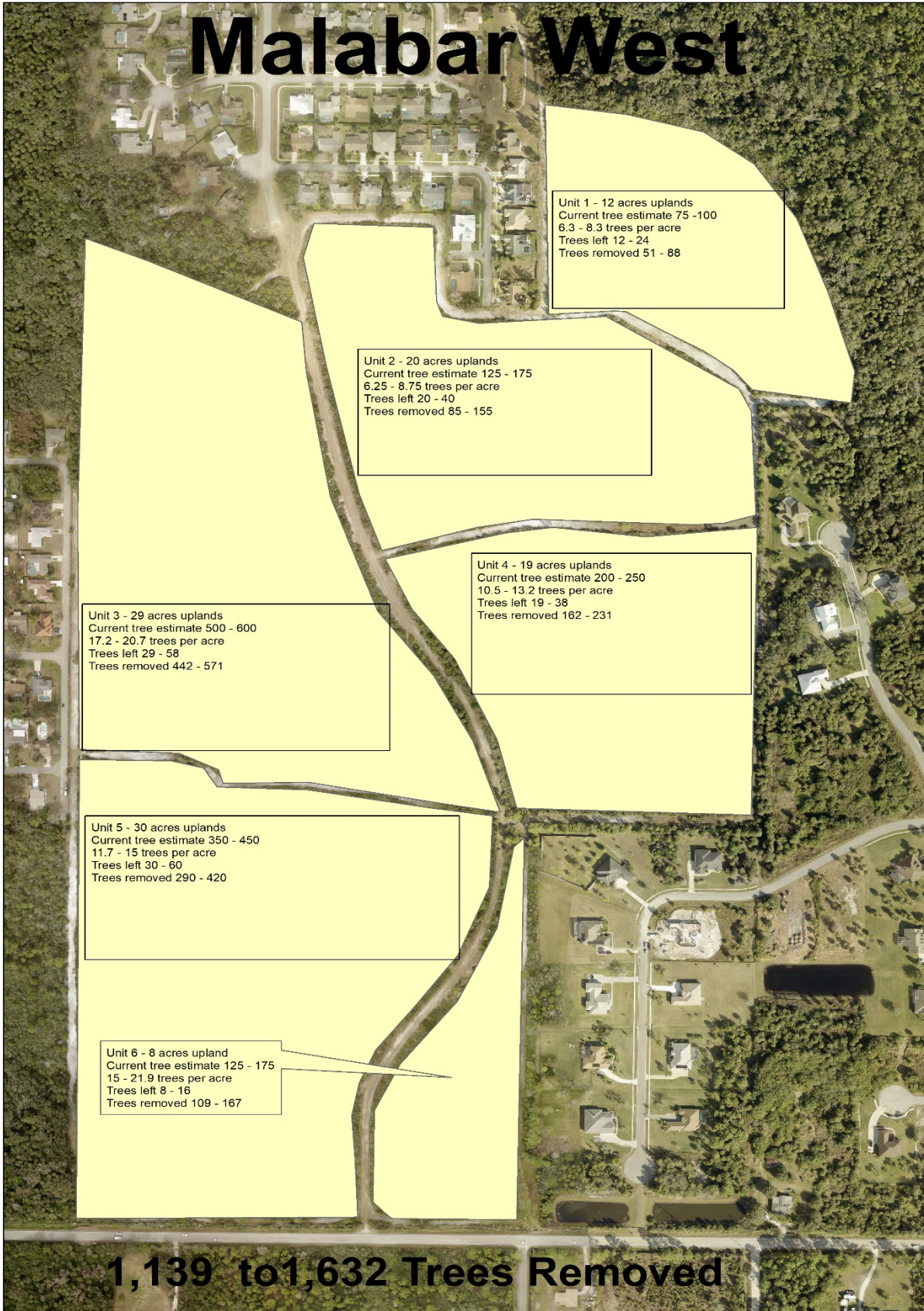
Fig. 11 - Paved Trail Preserved Tree Locations – 6 Oaks, 3



Estimated Tree Numbers at Malabar Scrub



Malabar West



1,139 to 1,632 Trees Removed

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE
STATE LAND TIMBER SALE AGREEMENT

THIS AGREEMENT, made this 19th day of October, 2021, between the STATE of FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE, a State Agency, of Tallahassee, Florida, hereinafter called the SELLER, and Bodaca Timber Inc, PO BOX 1173,, Kathleen, FL , 33846 hereinafter call the PURCHASER.

ARTICLE I
Preamble

For and in consideration of the promises and agreements hereafter contained, SELLER agrees to sell and permit PURCHASER to cut and PURCHASER agrees to purchase, cut and remove such cut timber specified in this Agreement, subject to the agreement provisions hereof.

ARTICLE II
Description

- A. This sale shall be known as Scrub 21/22 Timber Sale.
- B. This sale area of 1127 acres, more or less, within the Brevard County EEL is located in: Section 36, Township 28 South, Range 37 East; Sections 10, 12, 14 and 15, Township 30 South, Range 37 East; Sections 7, 8 and 18, Township 30 South, Range 38 East; Brevard County, Florida.
- C. The boundaries of the sale area, and any subdivision thereof, are as shown on the attached sale area map, which is made a part hereof.

ARTICLE III
Timber Included

This agreement includes only that timber within the sale area as described in Article II B and C, designated in the following manner by a representative of SELLER: Unit one is located on Malabar Scrub Sanctuary and consists of mature natural scattered slash pines and some sand pines. Trees will be thinned leaving one to two trees per acre. Units two and three consist of mature planted slash pines. The current tree density is 100 basal area. Trees will be thinned down to 40 to 50 basal area. Unit four is located on Grant Flatwoods Sanctuary. Unit four consists of mature natural slash and longleaf pines at a density of 120 basal area. Trees will be thinned down to 40 to 50 basal area. Leave trees in all units should be healthy, good formed trees and not be damaged by harvesting operations. Loggers should favor longleaf pines, flat-topped and turpentine trees as leave trees. Units two, three and four will also have a clear-cut of all pines located within 20 feet of the existing firelines and roads. Pines with a DBH of 16 inches or greater will not be harvested. Boundaries are natural stand changes, roads, firelines, trails, and utility right of ways.

ARTICLE IV
Condition of Sale

A. PURCHASER agrees to cut and remove timber included in this Agreement in strict accordance with all conditions and requirement contained herein.

The Forester-In-Charge shall administer this Agreement in consultation with the local land manager if this Agreement has been executed by the SELLER on behalf of another state, county, local, or municipal agency. The Forester-In-Charge has been designated as the SELLER'S representative, and any questions regarding this Agreement and associated harvesting operations shall be addressed directly to the Forester-In-Charge. The PURCHASER is not expected to comply with requests from any source other than the Forester-In-Charge, or their successor or superior officer.

B. PURCHASER hereby agrees to pay SELLER for all timber to be cut as follows:

Product (per ton)

\$5.05/Pulpwood/Mulchwood

Each timber sale settlement is to be written in two separate checks in the following percentages: 80% to Brevard County and 20% to the Florida Department of Agriculture and Consumer Services. All checks should be sent to the Forester-In-Charge along with all other settlement information.

All loads of wood removed are to be weighed on state certified scales and each scale ticket is to be dated and include gross, tare and net weights. The PURCHASER will be provided with an adequate

amount of two-part (Field Copy/Driver Copy) Florida Forest Service State Forest Haul Tickets and weekly harvesting production ledgers for the sale by the Forester-in-Charge. Each load removed will have a State Forest Haul Ticket assigned to that load. The Field Copy will be handled as directed by the Forester-in-Charge. Each Driver Copy will be returned along with the corresponding market weight scale ticket for all loads removed during each week and with a check for the appropriate wood settlement payment within ten (10) days of the week of harvest to the Forester-in-Charge. In addition, each wood settlement will have a copy of that harvesting operation's weekly production ledger attached.

The PURCHASER shall keep the Forester-In-Charge informed as to the delivery point of all timber cut on the sale and the name of the producer shipping the wood. The Florida Forest Service shall be entitled to be present at the weighing of any wood produced from lands covered by this Agreement and may during regular business hours inspect the PURCHASER'S books and records in connection therewith.

C. PURCHASER has furnished a Surety Bond issued by or Check No. 5808, to serve as a security deposit, in the amount of five thousand dollars (\$5,000.00), receipt of which is hereby acknowledged. Said security deposit shall be refunded to PURCHASER at the termination of this Agreement, provided all of its terms have been complied with to the satisfaction of the SELLER. This surety bond or cashier's check furnished by PURCHASER, shall provide protection to SELLER and to all laborers and material person(s) who furnish labor and materials to PURCHASER for work performed under the terms of this Agreement, in accordance with Section 255.05, Florida Statutes.

If a surety bond is provided by PURCHASER, it shall include a provision whereby the surety company waives notice of any alteration or extension of time made by SELLER. The bond will remain in force beyond the initial period of the Agreement in accordance with any extensions granted by SELLER for cause.

D. The term of this Agreement and the terms for which the parties hereto are bound shall be from the final execution date of this Agreement until twelve (12) months. Extensions to this term will be made whenever the Forester-In-Charge has deemed it necessary to suspend harvesting operations on the sale area due to adverse weather conditions, or other extreme contingencies. The PURCHASER will be notified by the Forester-In-Charge as to when harvesting operations may resume, and the extended term will then be reduced accordingly by the number of days until the PURCHASER resumes harvesting operations. Requests for additional extensions must be made by PURCHASER, in writing, at least fifteen (15) days prior to the Agreement termination, with the reasons for request stated therein.

E. PURCHASER or PURCHASER'S representative agrees to have a conference with the Forester-In-Charge before cutting begins, in order to discuss logging plans, roads to be used for hauling, etc.

F. Stumps shall be no higher than six inches (6") above the ground except where otherwise authorized by the Forester-In-Charge. No stump will be cut so low as to eliminate the paint mark if such mark has been applied in accordance with Article III.

G. Title to all designated trees left standing and all portions of trees felled but not utilized prior to the expiration of this Agreement, or any extensions thereof, shall remain with SELLER.

H. All other timber in the Agreement area under valid claims of another agreement or not designated in accordance with Article III is excluded from this sale. All the dead stump wood and lightwood in the Agreement area is also excluded from this sale. The PURCHASER must not remove any dead pines from the area.

I. The designated timber to be cut and utilized shall equal or exceed the following minimum dimensions: Pine pulpwood/mulchwood shall have no minimum butt diameter and shall have at least 16 feet in merchantable length to a 2 inch top diameter inside bark.

J. No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees shall be freed and removed the same day such "lodging" occurs.

K. Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or PURCHASER'S employees. PURCHASER shall be held liable for all damages caused by such fires.

L. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the sale area shall be protected from damage by logging operations, and if damaged, shall be repaired immediately by and at the expense of PURCHASER. When in the judgment of the Forester-In-Charge, it is necessary to avoid risk or damage from logging operations, the PURCHASER may be required to move fences from one location to another without compensation.

M. The Forester-In-Charge shall designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. SELLER reserves the right to designate location of skid trails.

N. Skidding trees down roads, trails and firebreaks is prohibited. Also, these areas will be kept free of logs, tops, brush and debris resulting from PURCHASER'S operations hereunder, and any road, trail or firebreak used by PURCHASER in connection with this sale that is damaged by skidding or logging equipment shall be repaired promptly by PURCHASER at PURCHASER'S expense to its original condition. SELLER retains the right to close down timber sale operations in inclement weather if logging damage to the sale area is deemed by the Forester-In-Charge to be too severe.

O. PURCHASER shall guard the gates used by PURCHASER'S operations hereunder, in any fences enclosing pasture lands, at all times when such gates are open and used by PURCHASER to prevent any cattle, horses or other animals from passing through them, and shall close such gates after using them.

P. When the PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, the same color of paint will not be used as that used by SELLER.

Q. Undesignated live trees which are cut or otherwise injured by PURCHASER'S operations shall be paid for by PURCHASER at double stumpage, based on a stump cruise by SELLER; provided that such payment shall not release PURCHASER from liability for any damage occurring to SELLER, other than for value of said trees. The doubling of the appropriate product class price will be the correct double stumpage figure. The product class will be determined by the Florida Forest Service and its decision is final. The PURCHASER will be liable for all cost incurred by the SELLER to substantiate damages caused by the PURCHASER'S operations.

R. The amounts specified in the paragraph immediately preceding shall be regarded as liquidated damages and may be waived at the discretion of the Forester-In-Charge in accidental or exceptional cases which involve small amounts of material.

S. The Florida Forest Service reserves the right to assess a penalty for any designated merchantable timber sold on a per unit basis as described in Article IV, Paragraph B, and not moved from the sale area at the expiration or termination of this Agreement. The rates paid by PURCHASER will be ten dollars (\$10.00) per tree for pulpwood, twenty-five dollars (\$25.00) per tree for chip-n-saw, and fifty dollars (\$50.00) per tree for sawtimber.

T. The decision of SELLER shall be final in the interpretation of the regulations and provisions governing the sale, cutting, and removal of timber covered by this Agreement.

U. All operations on the sale area may be suspended by the Forester-In-Charge after written notice has been served on PURCHASER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Agreement, the suspension and/or the cancellation of all agreements for other uses of State Forests or Lands.

V. This Agreement will not be assigned in whole or in part without the approval of SELLER.

W. The conditions of sale are completely set forth in this Agreement and none of its terms can be varied or modified, except by a fully executed amendment to this Agreement.

X. All monies deposited under this Agreement shall, upon failure of PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by SELLER to be applied to the satisfaction of PURCHASER'S obligation hereunder.

Y. Title to all timber included in this Agreement shall remain with SELLER until it has been paid for.

Z. The right of ingress, egress and regress is hereby granted to PURCHASER for the duration of this Agreement.

AA. PURCHASER shall be responsible for seeing that the logging area, particularly around loading ramps, shall be free from any litter, such as oil cans, drums, paper and other refuse on a daily basis. If such refuse is not disposed of during the process of the logging operation, it will be the responsibility of said PURCHASER to see that the area is cleaned up upon completion of logging.

BB. PURCHASER agrees to assume full responsibility and to be liable for all damages to persons or property incurred in or resulting from the harvesting of timber; and PURCHASER agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless SELLER and the State of Florida, their officers, agents and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement.

CC. In signing this Agreement, PURCHASER attests satisfaction to the volume of timber advertised and upon which PURCHASER has bid, is present and available.

DD. PURCHASER shall notify SELLER at least two (2) working days prior to completion of the sale so that a compliance inspection can be made.

EE. The PURCHASER must adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Silviculture Best Management Practices Manual. In addition, no cutting will be allowed when logging conditions are determined by the Forester-In-Charge to be excessively wet or hazardous.

FF. The PURCHASER is solely responsible for maintaining the sale roads and making them serviceable prior to logging, as approved by the SELLER. Rutted roads will be back bladed by PURCHASER upon completion of sale and when requested by the Forester-In-Charge during the sale. SELLER retains the right to close down the timber sale operations in inclement weather if damage to roads is deemed by the Forester-In-Charge to be too severe.

GG. The PURCHASER may be required to harvest additional timber from the area prior to the completion of the sale. Any additional timber to be harvested will be designated by the Forester-In-Charge using a different color paint than was used to mark the original timber sale. Said timber will be paid for based on the selling price for this timber sale and the resulting price being paid for each product class as determined by the SELLER. Any additional timber to be harvested is subject to all conditions outlined in paragraph B.

HH. PURCHASER is to exercise care in not damaging trees that adjoin the sale area. Trees shall be felled within the sale boundaries and all logging activities shall take place within the marked sale boundaries.

II. PURCHASER agrees to have a representative to provide routine on site supervision of the harvesting operation that has completed the Florida Master Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. This person will maintain such training certification as long as this Agreement is in effect. Additionally, this representative will schedule weekly onsite cutting inspection visits to the harvesting operation in conjunction with the Forester in Charge to assure compliance with Florida's Best Management Practices.

JJ. Any violations of this Agreement will subject PURCHASER to the possible termination of this Agreement, forfeiture of the Performance Bond and may prohibit the PURCHASER from bidding on future State Lands timber sales for up to five (5) years. Decision of the SELLER is final in this matter.

KK. All State Forest Haul Tickets assigned to this sale, used and unused, must be returned to the Forester-In-Charge at the end of the timber sale. Any tickets not returned may be deemed missing and will be assessed a penalty in the amount equal to the highest value load from the timber sale.

LL. Seller reserves the right to use remote telemetry at any time to ensure contract compliance.

MM. This Agreement is subject to the following additional conditions of sale:

Hiking trails located within the timber sale area will be closed during active logging. The hiking trails must be kept clear of logging slash at all times. Equipment can cross trails only where flagged. Loggers must not cut flagged trees along the hiking trails.

Warning signs to the effect of Trucks Entering Highway will be provided by the winning bidder or their contractors and posted in both directions where logging trucks will enter paved county and/or state roads.

The PURCHASER shall be responsible for seeing that all petroleum leaks and spills are properly contained, and all contaminated soil and materials are disposed of properly. Equipment with excessive leaks may be shut down by the Forester-In-Charge until repairs are made.

When ditches must be crossed to establish loading ramps the ditches can be layered with logs to facilitate the crossing. However, these logs must be removed from the ditch immediately after moving equipment from the ramp site and must be utilized by the purchaser. Any wood left in ditches for over 60 days after equipment is moved will be cleaned out by FFS and the PURCHASER will be charged a fee of \$500 per occurrence plus the penalty as specified in Article IV, section S.

Any piles generated on the loading ramp as a result of the logging operation must be scattered to the satisfaction of the Forester-in-Charge or their representative.

To minimize the possibility of transporting and spreading exotic plant species, harvesting equipment and skidders must be cleaned of all dirt and plant material prior to moving to a new harvest area, and again prior to departing the harvest area.

There is a bald eagle nest at the northern section of the Malabar Scrub Sanctuary (Unit one). There will be a 660-foot exclusion zone around the nest during nesting season which is October 1 - May 15, unless the young fledge before or after May 15. Harvesting equipment will only be allowed in the exclusion zone after nesting season is complete.

Due to Scrub Jay nesting season, the loggers may not engage in harvesting operations within the Malabar Scrub Sanctuary (Unit one) between the dates of March 1st to June 30th.

Gopher tortoise are a protected species and may occur throughout the sale area. Special care must be made not to disturb gopher tortoise burrows by equipment during logging. Burrows are to be avoided by observation of a 25 foot buffer zone by the loggers. It is the loggers' responsibility to ensure that no burrow or gopher tortoise is crushed or otherwise harmed during logging activities. Any individual gopher tortoise or any other wildlife (including all types of snakes) encountered during logging must not be killed, removed or otherwise intentionally harassed. Any gopher tortoise found injured should be reported immediately to the Forester-in-Charge or their representative.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 19th day of October, 2021.

Witnesses:

STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
NICOLE "NIKKI" FRIED, COMMISSIONER

Sarah A. South

Joey B. Hicks

Director, Division of Administration

Joseph Duncan

10/19/2021

Date

PURCHASER: Bodaca Timber Inc

Nancy Cauley

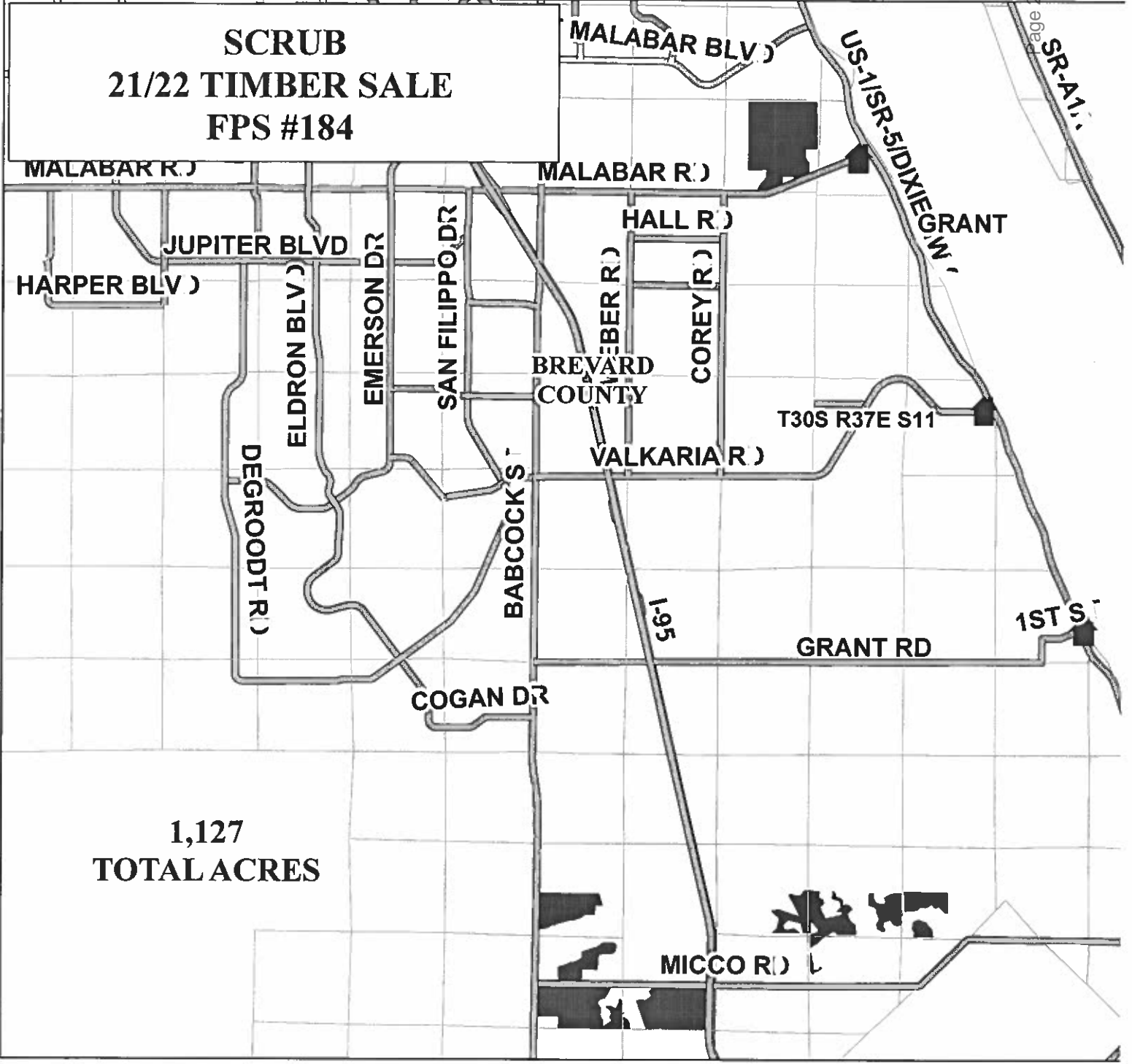
Nancy Cauley President
Signature TTC

Ruth E. Bell

10-8-2021

Date

SCRUB 21/22 TIMBER SALE FPS #184



1,127
TOTAL ACRES

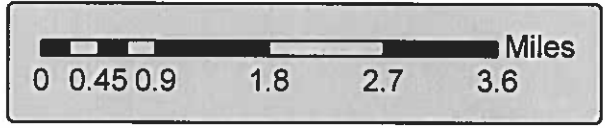
OVERVIEW MAP

SCRUB_TS

S,T,R GRID

ROADS

SCRUB_TS



Created by: Michael Edwards
Senior Forester, OPL Reg.3 & 4
June 4, 2021

DISCLAIMER

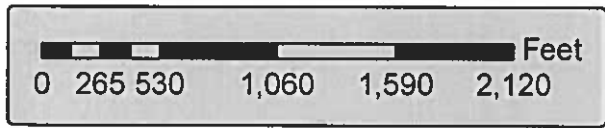
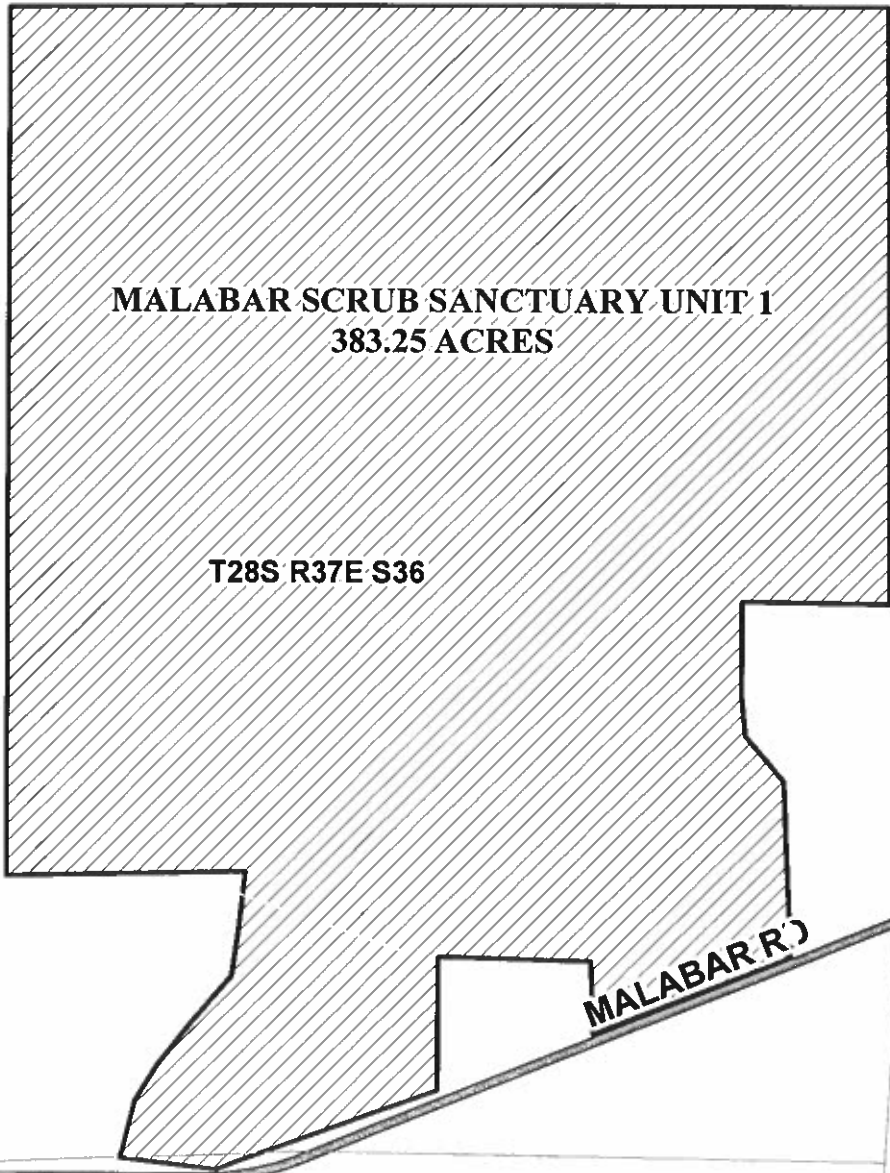
This map is the product of the Florida Forest Service. There are no warranties made as to the fitness of this map for any unlisted purpose. Furthermore, no warranties are provided for data therein, its use, or its interpretation.

**SCRUB
21/22 TIMBER SALE
FPS #184**




E S25

**BREVARD
COUNTY**

T28S R38E S30



TRACT MAP UNIT 1

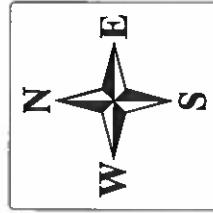
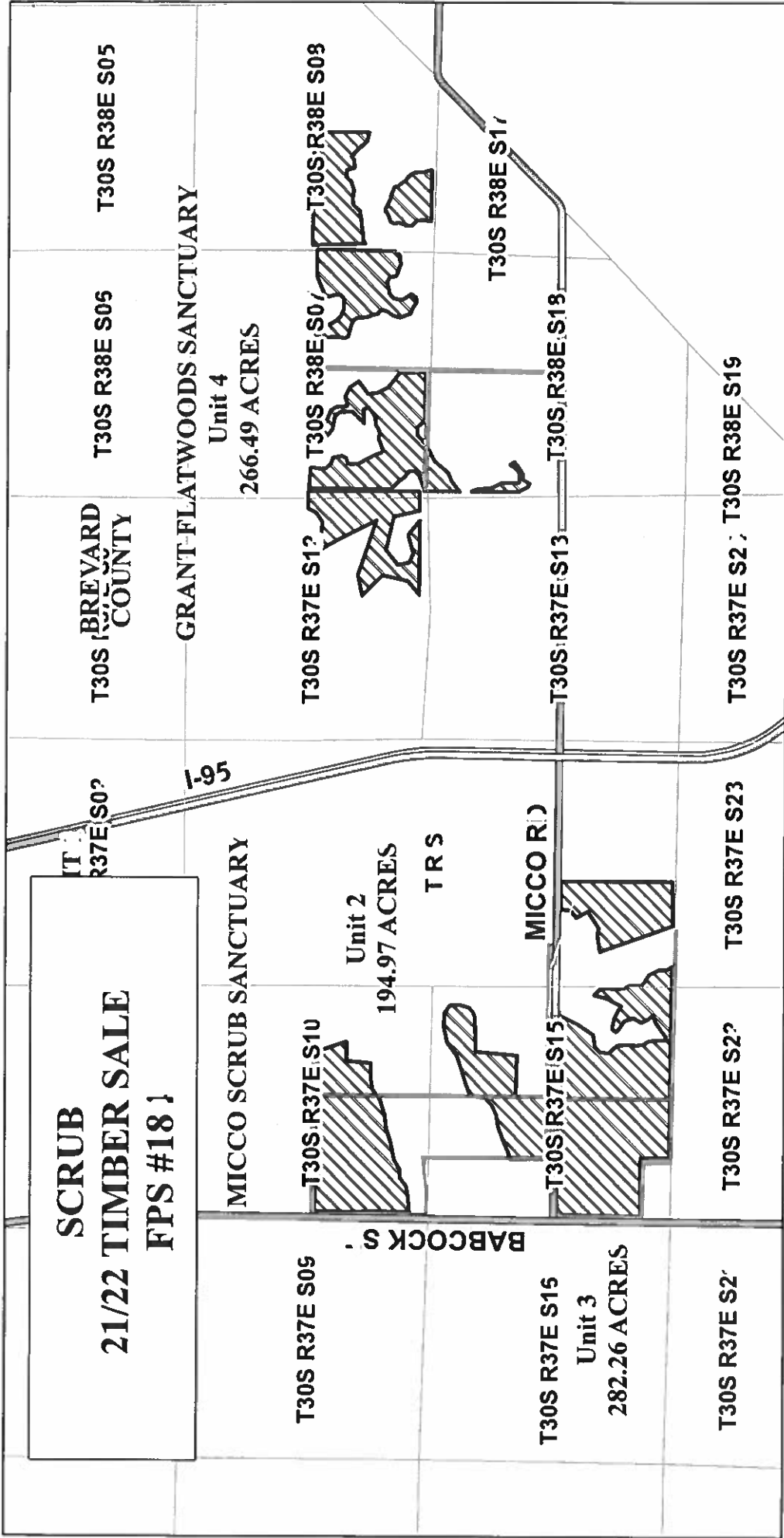
-  S,T,R GRID
-  ROADS
-  **TIMBER SALE UNIT 1**



Created by: Michael Edwards
Senior Forester, OPL Reg.3 & 4
June 4, 2021

DISCLAIMER

This map is the product of the Florida Forest Service. There are no warranties made as to the fitness of this map for any unlisted purpose. Furthermore, no warranties are provided for data therein, its use, or its interpretation.



Created by: Michael Edwards
Senior Forester, OPL Reg.3 & 4
June 4, 2021



TRACT MAP UNITS 2, 3 & 4

- S, T, R GRID
- ROADS
- 20 FOOT BOUNDARY CLEARCUT AREAS
- TIMBER SALE UNITS 2, 3, and 4

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TOWN OF MALABAR

2725 Malabar Road
 Malabar, Florida 32950
 (321) 727-7764
 building@townofmalabar.org

Office Use Only

APPLICATION FOR LAND CLEARING & TREE REMOVAL PERMIT

Select Permit:	Applies to	Development Type & Review Criteria	Required for Submittal
Type I	Removal of trees five (5) inches dbh and larger in conjunction with any development plan	Concurrent with the applicable development plan process.	Tree location survey identifying tree(s) ten (10) inches dbh and larger and all trees two (2) inches dbh and larger. Tree plan prepared or approved by a registered landscape architect as authorized by Florida Statutes Chapter 481, as amended.
Type II	Removal of trees five (5) inches dbh and larger in conjunction with issuance of any right-of-way use or any driveway connection permit.	Concurrent with the submittal of a right-of-way use or driveway connection permit application:	A sketch identifying the location and general description of tree(s) five (5) inches dbh and larger. For projects larger than one single-family dwelling, a Tree Location Survey identifying tree(s) five (5) inches dbh and larger shall be submitted.
Type III	Removal of any tree five (5) inches dbh and larger in conjunction with the application and issuance of a building permit that was not, as a part of a related development permit	Concurrent with the submittal of a building permit application. Reasonable effort has been made to minimize tree removal such as design modification or requests for variances where location of the tree(s) prohibits the use of the site for the intended and desired purpose, where the tree is ten (10) inches dbh or larger.	A sketch showing location and a general description of tree(s) five (5) inches dbh and larger.
Type IV	Removal of any tree where a Type I, II, or III permit is not applicable. The tree is ten (10) inches dbh and larger single-family or five (5) inches dbh and larger for non-single family). Or Removal of any designated tree of special significance or emergency tree removal as defines in Section 1-15.14.	Reasonable effort has been made to minimize tree removal such as design modification or requests for variances where location of the tree(s) prohibits the use of the site for the intended and desired purpose. Proximity for structures. Thinning. The removal of such tree is beneficial to the growth of other trees on site	A sketch showing location and a general description of tree(s) ten (10) inches dbh and larger single-family or five (5) inches dbh and larger for non-single family). A tree replanting plan, if applicable.
Type V	Required for any use of a motorized and or rotary equipment method to remove underbrush and vegetation less than six (6) feet in height, and not defined as a tree, of unimproved property maintenance	Reasonable effort has been made to minimize the impact of root and soil sediment and the topology of the property for the purpose of clearing: nuisance and overgrown vegetation to maintain or gain access for development activities, reduce a nuisance to abutting property owners and rights-of way, or reduce fire hazards.	Survey of the property. Permit application demonstrating compliance with one (1) or more of the criteria below. A sketch showing location and a general description of removal of underbrush and vegetation less than six (6) feet in height. This permit does not permit the removal of any trees.



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APPLICATION FOR LAND CLEARING & TREE REMOVAL PERMIT

Property & Owner Information

Township	Range	Section	Subdivision	Block	Parcel	Tract	Lot
Property Owner's Name:							
Property Address:							
Mailing Address:							
Email:						Telephone:	

Applicant Information (if different from property owner)

Applicant's Name:							
Mailing Address:							
Email:						Telephone:	

Contractor Information

Contractor's Name:							
Mailing Address:							
Email:						Telephone:	
State of FL License # (s):						Expiration:	

PURPOSE FOR CLEARING AND DESCRIPTION OF WORK

Clearly describe the planned use of the land and the reason for applying for a clearing permit. Include the type of vegetation that is planned for removal. Submit a survey indicating the area to be cleared. **All protected trees need to be located on the survey. Any trees with a DBH of 5" or greater need to be shown on the survey.** Malabar has a restrictive tree protection ordinance. Mitigation may be required if protected trees are planned for removal. **FINES UP TO \$500.00 PER TREE MAY BE IMPOSED FOR TREE REMOVAL WITHOUT A PERMIT.**

NO VEGETATION, TREES, BRUSH, OR OTHER DEBRIS MAY BE BURIED ONSITE.

The method of debris removal must also be clearly indicated:

Property Type:

Residential	Commercial	Zoning Code:	Property Acreage:
Acreage of Project Area:	Tree Removal Count	Total DBH of Tree Removal	

Notes:

- 1) A signature of the contractor shall be construed as making the contractor personally liable unless the contractor attaches a written proof of authorization to act on behalf of the applicant.
- 2) All work is subject to final inspection by the Town Manager.
- 3) Permit to be displayed on the job site.
- 4) FDOT Traffic Control is required.
- 5) Approved ingress and egress (access) to the property is required, a culvert permit may be required.
- 6) Applicant is responsible for obtaining permits from other jurisdictional agencies examples include but not limited to: water management district, NDPES (Construction Generic Permit / Environmental Resource Permit), state/federal agencies.

Applicant/Contractor Print & Sign	Date
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Office Use Only – Application & Permit Review:

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Yes	No	Yes	No	Permit #, Authority, Date Issued	Inspection Date, Authority
Complies w/ Access		Soil, Erosion Drainage			



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APPLICATION FOR LAND CLEARING & TREE REMOVAL PERMIT

MALABAR LAND CLEARING & TREE AFFIDAVIT

Property & Owner Information

Township	Range	Section	Subdivision	Block	Parcel	Tract	Lot
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Property Owner's Name:	
Property Address:	

I/we, _____, being first duly sworn depose and say that I/we, am/are **the Owner(s) of the property or applicant** described, which is the subject matter of this application; that all of the answers to the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my/our knowledge and belief. **Check applicable statement(s) in accordance to the permit application:**

(Tree Removal) I/we further state that the clearing that we are requesting a permit for will not include any protected tree not identified on the application or attached survey.

(Land Clearing) I/we further state that the clearing that we are requesting a permit for will not include any protected tree.

Protected trees are all mangroves and trees except the following: Australian Pine, Ear Pod Tree; China Berry; Brazilian Pepper Tree; Melaleuca, Punk or Paper Tree; Chinese Tallow Tree; Air Potatoe; Kudzu Vine; Climbing Fern; African Bowstring Hemp; Castor Bean Plant; Any species found on the Florida Exotic Pest Plant Council's list of Florida's most Invasive Species. Cabbage Palms and Citrus Trees of all varieties shall not be considered to be protected trees, but such trees shall be included in the tree survey.

I/we further state that no cleared debris will be buried. Only clearing and removal of cleared material are covered under this permit.

ANY ADDITION OF FILL MATERIAL REQUIRES A SEPARATE PERMIT APPLICATION.

Applicant/Contractor Print & Sign	Date
Applicant/Contractor Print & Sign	Date

STATE OF FLORIDA

COUNTY OF BREVARD

Sworn to and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, who is personally known to me or produced the following _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 20____.

 Notary Public | SEAL