2025-2035

FRED C. BABCOCK-CECIL M. WEBB WILDLIFE MANAGEMENT AREA

10-YEAR MANAGEMENT PLAN
CHARLOTTE AND LEE COUNTIES

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FL 32399-1600

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PENDING APPROVAL LETTER

The Management Plan
for the
Fred C. Babcock-Cecil M. Webb
Wildlife Management Area

Charlotte and Lee Counties

Owned by the Board of Trustees of the Internal Improvement Trust Fund and the Florida Fish and Wildlife Conservation Commission

Managed by the Florida Fish and Wildlife Conservation Commission

December 2024

Approved _____

Melissa Tucker, Director
Division of Habitat and Species Conservation

LAND MANAGEMENT PLAN EXECUTIVE SUMMARY

Lead Agency: Florida Fish and Wildlife Conservation Commission (FWC)
Common Name of Property: Fred C. Babcock-Cecil M. Webb Wildlife Management Area
Location: Charlotte and Lee Counties, Florida
Acreage Total: 83,832 acres
Acreage Breakdown:

Land Cover Classification	Acres	Percent of Total Area
Mesic flatwoods	30,255.9	36.0%
Depression marsh	15,681.6	18.7%
Wet flatwoods	15,552.4	18.5%
Dry prairie	9,909.5	11.8%
Wet prairie	5,192.0	6.2%
Abandoned field/abandoned pasture	1,363.9	1.6%
Firebreak	1,193.1	1.4%
Clearing/regeneration	904.4	1.1%
Impoundment	622.4	0.7%
Pasture - improved	581.2	0.7%
Basin swamp	560.9	0.7%
Utility corridor	425.1	0.5%
Road	455.7	0.5%
Wildlife food plot	299.9	0.4%
Linear feature	170.5	0.2%
Artificial pond	146.1	0.2%
Developed	169.2	0.2%
Mesic hammock	142.1	0.2%
Canal/ditch	114.6	0.1%
Pine plantation	6.2	<0.1%
Pasture - semi-improved	68.2	0.1%
Scrubby flatwoods	56.1	0.1%
Dome swamp	97.1	0.1%
Restoration mesic flatwoods	31.4	<0.1%
Spoil area	22.1	<0.1%
Baygall	7.4	<0.1%
Hydric hammock	6.8	<0.1%
Invasive non-native monoculture	6.3	<0.1%

*GIS-calculated acreage for land cover classification varies slightly from actual total acreage.

Lease/Management Agreement No.: 4095 (Appendix 11.1)
Use: Single ___ Multiple X
Management Agency: FWC
Management Responsibilities: LEAD, LESSEE (Wildlife Management Area, resource protection, law enforcement)
Designated Land Use: Wildlife Management Area.
Sublease (s): Sublease to the Boy Scouts of America for a 1,280-acre camp, a sublease to the City of Punta Gorda for a wastewater treatment plant, a Florida Forest Service compound, and a sublease to the Department of Management Services for an 800 MHz radio tower, all of which are on the Webb tract.
Encumbrances List: Two ingress/egress easements, a well monitoring easement held by the South. Florida Water Management District, seven utility easements including power and water control structures, numerous active cattle and apiary leases, and staff housing agreements.
Type Acquisition: Pittman-Robertson Act; Conservation and Recreation Lands, Preservation 2000, and Florida Forever programs.
Unique Features: Natural: Natural communities.

Archaeological/Historical: Six cultural resources including five resource groups and one archeological site.
Management Needs: Habitat restoration and improvement; public access and recreational opportunities; hydrological preservation and restoration; invasive species maintenance and control; imperiled species habitat maintenance, enhancement, and restoration.
Acquisition Needs/Acreage: 12,727 acres on the FWC Additions and Inholdings list; 6,407 acres remaining in the Charlotte Harbor Flatwoods Florida Forever project; 7,415 acres remaining in the Hall Ranch Florida Forever project (Figure 4).
Surplus Lands/Acreage: None.
Public Involvement: Management Advisory Group consensus building meeting and Public Hearing (Appendix 11.4).

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

ARC Approval Date _____ BTIITF Approval Date: _____

Comments:

Land Management Plan Compliance Checklist

Required for State-owned conservation lands over 160 acres

Section A: Acquisition Information Items

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
1	The common name of the property.	18-2.018 & 18-2.021	ii, 1
2	The land acquisition program, if any, under which the property was acquired.	18-2.018 & 18-2.021	10,11
3	Degree of title interest held by the Board, including reservations and encumbrances such as leases.	18-2.021	10,11
4	The legal description and acreage of the property.	18-2.018 & 18-2.021	2,10, Appendix 11.1
5	A map showing the approximate location and boundaries of the property, and the location of any structures or improvements to the property.	18-2.018 & 18-2.021	33
6	An assessment as to whether the property, or any portion, should be declared surplus. *Provide Information regarding assessment and analysis in the plan, and provide corresponding map.*	18-2.021	36
7	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. *Please clearly indicate parcels on a map.*	18-2.021	54-57
8	Identification of adjacent land uses that conflict with the planned use of the property, if any.	18-2.021	34-36
9	A statement of the purpose for which the lands were acquired, the projected use or uses as defined in 253.034 and the statutory authority for such use or uses.	259.032(10)	10-11
10	Proximity of property to other significant State, local or federal land or water resources.	18-2.021	2-4,8,26-27

Section B: Use Items

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
11	The designated single use or multiple use management for the property, including use by other managing entities.	18-2.018 & 18-2.021	35-36
12	A description of past and existing uses, including any unauthorized uses of the property.	18-2.018 & 18-2.021	29-30
13	A description of alternative or multiple uses of the property considered by the lessee and a statement detailing why such uses were not adopted.	18-2.018	35-36
14	A description of the management responsibilities of each entity involved in the property's management and how such responsibilities will be coordinated.	18-2.018	10,11, Appendices 11.1-11.2
15	Include a provision that requires that the managing agency consult with the Division of Historical Resources, Department of State before taking actions that may adversely affect archeological or historical resources.	18-2.021	28-29,51,58,65, Appendix 11.17
16	Analysis/description of other managing agencies and private land managers, if any, which could facilitate the restoration or management of the land.	18-2.021	10-12,58
17	A determination of the public uses and public access that would be consistent with the purposes for which the lands were acquired.	259.032(10)	35-36

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
18	A finding regarding whether each planned use complies with the 1981 State Lands Management Plan, particularly whether such uses represent "balanced public utilization," specific agency statutory authority and any other legislative or executive directives that constrain the use of such property.	18-2.021	37
19	Letter of compliance from the local government stating that the LMP is in compliance with the Local Government Comprehensive Plan.	BOT requirement	Appendix 11.21
20	An assessment of the impact of planned uses on the renewable and non-renewable resources of the property, including soil and water resources, and a detailed description of the specific actions that will be taken to protect, enhance and conserve these resources and to compensate/mitigate damage caused by such uses, including a description of how the manager plans to control and prevent soil erosion and soil or water contamination.	18-2.018 & 18-2.021	26-28,50,61
21	*For managed areas larger than 1,000 acres, an analysis of the multiple-use potential of the property which shall include the potential of the property to generate revenues to enhance the management of the property provided that no lease, easement, or license for such revenue-generating use shall be entered into if the granting of such lease, easement or license would adversely affect the tax exemption of the interest on any revenue bonds issued to fund the acquisition of the affected lands from gross income for federal income tax purposes, pursuant to Internal Revenue Service regulations.	18-2.021 & 253.036	34-35
22	If the lead managing agency determines that timber resource management is not in conflict with the primary management objectives of the managed area, a component or section, prepared by a qualified professional forester, that assesses the feasibility of managing timber resources pursuant to section 253.036, F.S.	18-021	28,51,65, Appendix 11.16
23	A statement regarding incompatible use in reference to Ch. 253.034(10).	253.034(10)	36

*The following taken from 253.034(10) is not a land management plan requirement; however, it should be considered when developing a land management plan: The following additional uses of conservation lands acquired pursuant to the Florida Forever program and other state-funded conservation land purchase programs shall be authorized, upon a finding by the Board of Trustees, if they meet the criteria specified in paragraphs (a)-(e): water resource development projects, water supply development projects, storm-water management projects, linear facilities and sustainable agriculture and forestry. Such additional uses are authorized where: (a) Not inconsistent with the management plan for such lands; (b) Compatible with the natural ecosystem and resource values of such lands; (c) The proposed use is appropriately located on such lands and where due consideration is given to the use of other available lands; (d) The using entity reasonably compensates the titleholder for such use based upon an appropriate measure of value; and (e) The use is consistent with the public interest.

Section C: Public Involvement Items

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
24	A statement concerning the extent of public involvement and local government participation in the development of the plan, if any.	18-2.021	13, Appendices 11.3-11.4
25	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.	259.032(10)	13, Appendices 11.3-11.4
26	LMPs and LMP updates for parcels over 160 acres shall be developed with input from an advisory group who must conduct at least one public hearing within the county in which the parcel or project is located. *Include the advisory group members and their affiliations, as well as*	259.032(10)	13, Appendices 11.3, 11.4, 11.9

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
	the date and location of the advisory group meeting.		
27	Summary of comments and concerns expressed by the advisory group for parcels over 160 acres	18-2.021	Appendix 11.4
28	During plan development, at least one public hearing shall be held in each affected county. 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. *Include a copy of each County's advertisements and announcements (meeting minutes will suffice to indicate an announcement) in the management plan.*	253.034(5) & 259.032(10)	Appendices 11.3-11.4
29	The manager shall consider the findings and recommendations of the land management review team in finalizing the required 10-year update of its management plan. *Include manager's replies to the team's findings and recommendations.*	259.036	63-69, Appendix 11.9
30	Summary of comments and concerns expressed by the management review team, if required by Section 259.036, F.S.	18-2.021	Appendices 11.3-11.4
31	If manager is not in agreement with the management review team's findings and recommendations in finalizing the required 10-year update of its management plan, the managing agency should explain why they disagree with the findings or recommendations.	259.036	Appendices 11.3-11.4

Section D: Natural Resources

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
32	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding soil types. *Use brief descriptions and include USDA maps when available.*	18-2.021	14, Appendix 11.8
33	Insert FNAI based natural community maps when available.	ARC consensus	19
34	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding outstanding native landscapes containing relatively unaltered flora, fauna and geological conditions.	18-2.021	18-28, Appendices 11.6-11.7
35	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding unique natural features and/or resources including but not limited to virgin timber stands, scenic vistas, natural rivers and streams, coral reefs, natural springs, caverns and large sinkholes.	18-2.018 & 18-2.021	26-29
36	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding beaches and dunes.	18-2.021	28

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
37	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding mineral resources, such as oil, gas and phosphate, etc.	18-2.018 & 18-2.021	28
38	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding fish and wildlife, both game and non-game, and their habitat.	18-2.018 & 18-2.021	23-26
39	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding State and Federally listed endangered or threatened species and their habitat.	18-2.021	20-24
40	The identification or resources on the property that are listed in the Natural Areas Inventory. *Include letter from FNAI or consultant where appropriate.*	18-2.021	20-24, Appendix 11.5
41	Specific description of how the managing agency plans to identify, locate, protect and preserve or otherwise use fragile, nonrenewable natural and cultural resources.	259.032(10)	63-67
42	Habitat Restoration and Improvement	259.032(10) & 253.034(5)	
42-A.	Describe management needs, problems and a desired outcome and the key management activities necessary to achieve the enhancement, protection and preservation of restored habitats and enhance the natural, historical and archeological resources and their values for which the lands were acquired.	↓	40-43,51,63-65
42-B.	Provide a detailed description of both short (2-year planning period) and long-term (10-year planning period) management goals, and a priority schedule based on the purposes for which the lands were acquired and include a timeline for completion.	↓	63-67
42-C.	The associated measurable objectives to achieve the goals.	↓	63-67
42-D.	The related activities that are to be performed to meet the land management objectives and their associated measures. *Include fire management plans - they can be in plan body or an appendix.*	↓	63-67, Appendices 11.9-11.14
42-E.	A detailed expense and manpower budget in order to provide a management tool that facilitates development of performance measures, including recommendations for cost-effective methods of accomplishing those activities.		70,71
43	***Quantitative data description of the land regarding an inventory of forest and other natural resources and associated acreage. *See footnote.*	253.034(5)	Appendix 11.16
44	Sustainable Forest Management, including implementation of prescribed fire management	18-2.021, 253.034(5) & 259.032(10) ↓	
44-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	40-43, 51, 63-65
44-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	63-67
44-C.	Measurable objectives (see requirement for #42-C).	↓	63-67
44-D.	Related activities (see requirement for #42-D).	↓	63-67, Appendices 11.9-11.14
44-E.	Budgets (see requirement for #42-E).		70,71
45	Imperiled species, habitat maintenance, enhancement, restoration or population restoration	259.032(10) & 253.034(5)	
45-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	20,21,23,24,63
45-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	63
45-C.	Measurable objectives (see requirement for #42-C).	↓	63

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
45-D.	Related activities (see requirement for #42-D).	↓	Appendices 11.9-11.14
45-E.	Budgets (see requirement for #42-E).		70,71
45-F.	Assess the feasibility of managing the lands > 40 contiguous acres as a recipient site for gopher tortoises consistent with rules of the Fish and Wildlife Conservation Commission, as prepared by the agency or cooperatively with a Fish and Wildlife Conservation Commission wildlife biologist.	259.105	24
45-G.	Economic feasibility of establishing a gopher tortoise recipient site, including the initial cost, recurring management costs and the revenue projections.	259.105	24
46	***Quantitative data description of the land regarding an inventory of exotic and invasive plants and associated acreage. *See footnote.*	253.034(5)	21-23
47	Place the Arthropod Control Plan in an appendix. If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the management unit.	BOT requirement via lease language	Appendix 11.20
48	Exotic and invasive species maintenance and control	259.032(10) & 253.034(5)	
48-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	45-48
48-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	64
48-C.	Measurable objectives (see requirement for #42-C).	↓	64
48-D.	Related activities (see requirement for #42-D).	↓	45-48
48-E.	Budgets (see requirement for #42-E).		70,71

Section E: Water Resources

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
49	A statement as to whether the property is within and/or adjacent to an aquatic preserve or a designated area of critical state concern or an area under study for such designation. *If yes, provide a list of the appropriate managing agencies that have been notified of the proposed plan.*	18-2.018 & 18-2.021	11,26
50	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding water resources, including water classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Water under Rule 62-302.700, F.A.C.	18-2.021	26,27
51	Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding swamps, marshes and other wetlands.	18-2.021	18,19,26,27, Appendix 11.6
52	***Quantitative description of the land regarding an inventory of hydrological features and associated acreage. *See footnote.*	253.034(5)	18,19,26,27, Appendix 11.6
53	Hydrological Preservation and Restoration	259.032(10) & 253.034(5)	
53-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	50,64
53-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	64
53-C.	Measurable objectives (see requirement for #42-C).	↓	64
53-D.	Related activities (see requirement for #42-D).	↓	50
53-E.	Budgets (see requirement for #42-E).		70,71

Section F: Historical, Archeological and Cultural Resources

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
54	**Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding archeological and historical resources. *Include maps of all cultural resources except Native American sites, unless such sites are major points of interest that are open to public visitation.*	18-2.018, 18-2.021 & per DHR's request	28,29
55	***Quantitative data description of the land regarding an inventory of significant land, cultural or historical features and associated acreage.	253.034(5)	28,29
56	A description of actions the agency plans to take to locate and identify unknown resources such as surveys of unknown archeological and historical resources.	18-2.021	28,29,51, Appendix 11.8
57	Cultural and Historical Resources	259.032(10) & 253.034(5)	
57-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	65
57-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	65
57-C.	Measurable objectives (see requirement for #42-C).	↓	65
57-D.	Related activities (see requirement for #42-D).	↓	28,29,51, Appendix 11.8
57-E.	Budgets (see requirement for #42-E).		70,71

**While maps of Native American sites should not be included in the body of the management plan, the DSL urges each managing agency to provide such information to the Division of Historical Resources for inclusion in their proprietary database. This information should be available for access to new managers to assist them in developing, implementing and coordinating their management activities.

Section G: Facilities (Infrastructure, Access, Recreation)

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
58	***Quantitative data description of the land regarding an inventory of infrastructure and associated acreage. *See footnote.*	253.034(5)	30-33, 52, 65-66
59	Capital Facilities and Infrastructure	259.032(10) & 253.034(5)	
59-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	65,66
59-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	65,66
59-C.	Measurable objectives (see requirement for #42-C).	↓	65,66
59-D.	Related activities (see requirement for #42-D).	↓	30-33,52,65-66
59-E.	Budgets (see requirement for #42-E).		70,71
60	*** Quantitative data description of the land regarding an inventory of recreational facilities and associated acreage.	253.034(5)	30-33,52,65-66
61	Public Access and Recreational Opportunities	259.032(10) & 253.034(5)	
61-A.	Management needs, problems and a desired outcome (see requirement for # 42-A).	↓	48-50,64
61-B.	Detailed description of both short and long-term management goals (see requirement for # 42-B).	↓	64
61-C.	Measurable objectives (see requirement for #42-C).	↓	64
61-D.	Related activities (see requirement for #42-D).	↓	48-50,64
61-E.	Budgets (see requirement for #42-E).		70,71

Section H: Other/ Managing Agency Tools

Item #	Requirement	Statute/Rule	Page Numbers and/or Appendix
62	Place this LMP Compliance Checklist at the front of the plan.	ARC and managing agency consensus	v-xi
63	Place the Executive Summary at the front of the LMP. Include a physical description of the land.	ARC and 253.034(5)	iii-iv
64	If this LMP is a 10-year update, note the accomplishments since the drafting of the last LMP set forth in an organized (categories or bullets) format.	ARC consensus	42-45, 48, 50-52, 56
65	Key management activities necessary to achieve the desired outcomes regarding other appropriate resource management.	259.032(10)	63-69, Appendices 11.9, 11.12, 11.14,11.15, 11,16
66	Summary budget for the scheduled land management activities of the LMP including any potential fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used to restore, manage, enhance, repopulate, or acquire imperiled species habitat for lands that have or are anticipated to have imperiled species or such habitat onsite. The summary budget shall be prepared in such a manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3) which are resource management, administration, support, capital improvements, recreation visitor services, law enforcement activities.	253.034(5)	69-71
67	Cost estimate for conducting other management activities which would enhance the natural resource value or public recreation value for which the lands were acquired, include recommendations for cost-effective methods in accomplishing those activities.	259.032(10)	69-71
68	A statement of gross income generated, net income and expenses.	18-2.018	34-35, Appendix 11.19

*** = The referenced inventories shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the DEP pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.

Table of Contents

1 Introduction and General Information 1
1.1 Location 2
1.2 Title Interest and Management Authority 10
1.4 Planning Philosophy 13
1.5 Public Involvement 13
2 Natural and Cultural Resources 14
2.1 Physiography 14
2.2 Vegetation 18
2.3 Fish and Wildlife Resources 23
2.4 Water Resources 26
2.5 Forest Resources 28
2.6 Beaches and Dunes 28
2.7 Mineral Resources 28
2.8 Cultural Resources 28
2.9 Scenic Resources 29
3 Uses of the Property 29
3.1 Previous Use and Development 29
3.2 Current Use of the Property 30
3.3 Adjacent Land Uses 34
3.4 Visitation, Economic Benefits, and Revenue-generating Potential 34
3.5 Single- or Multiple-use Management 35
3.6 Acreage Recommended for Potential Surplus Review 36
4 Management Activities and Intent 37
4.1 Land Management Review 37
4.2 Adaptive Management 37
4.3 Habitat Restoration and Improvement 40
4.4 Fish and Wildlife Management, Enhancement, and Population Restoration 43
4.5 Non-Native Species Maintenance and Control 45
4.6 Public Access and Recreational Opportunities 48
4.7 Hydrological Preservation and Restoration 50

4.8 Forest Resource Management 51
4.9 Cultural Resources 51
4.10 Capital Facilities and Infrastructure 52
4.11 Land Conservation and Stewardship Partnerships 52
4.12 Research Opportunities 58
4.13 Cooperative Management and Special Uses 58
4.14 Climate Change 59
4.15 Soil and Water Conservation 61
5 Resource Management Goals and Objectives 63
5.1 Habitat Restoration and Improvement 63
5.2 Imperiled Species Habitat Maintenance, Enhancement, Restoration, or Population Restoration 63
5.3 Other Wildlife (Game and Non-game) Habitat Maintenance, Enhancement, Restoration, and Population Restoration. 63
5.4 Non-Native Species Maintenance and Control 64
5.5 Public Access, Participation, and Recreational Opportunities 64
5.6 Hydrological Preservation and Restoration 64
5.7 Forest Resource Management 65
5.8 Cultural Resources 65
5.9 Capital Facilities and Infrastructure 65
5.10 Land Conservation and Stewardship Partnerships 66
5.11 Climate Change Adaptation 66
5.12 Cooperative Management, Special Uses, and Research Opportunities 67
6 Resource Management Challenges and Strategies 67
7 Cost Estimates and Funding Sources 69
8 Analysis of Potential for Contracting Private Vendors for Restoration and Management Activities 72
9 Compliance with Federal, State, and Local Governmental Requirements 72
10 Endnotes 73

Index of Figures

Figure 1. Vicinity Map 5
Figure 2. Aerial Imagery 6
Figure 3. Section, Township, and Range Location 7
Figure 4. Nearby Conservation Lands and Florida Forever Projects 8
Figure 5. Title Interest 12
Figure 6. Soil Types 16
Figure 7. Depth to Water Table 17
Figure 8. FNAI Natural Communities and Altered Landcover Types 19
Figure 9. Water Resources 27
Figure 10. Facilities 33
Figure 11. FLAM Map of the BWWMA 39
Figure 12. Landscape Conservation Blueprint and Additions and Inholdings 57
Figure 13. Sea Level Rise Potential Inundation Map 62

Index of Tables

Table 1. Florida Forever Projects within a 10-mile Vicinity 2
Table 2. Conservation Lands within a 10-mile Vicinity 3
Table 3. Natural Communities and Altered Landcover Types 18
Table 4. Imperiled Plant Species 20
Table 5. Non-Native Plant Species 21
Table 6. Imperiled Wildlife Species 23
Table 7. Non-Native Wildlife Species 25
Table 8. Cultural Resources 29

Acronym Key

ADA	Americans with Disabilities Act
ARC	Acquisition and Restoration Council
BWWMA	Fred C. Babcock-Cecil M. Webb Wildlife Management Area
BEBR	Bureau of Economic and Business Research
BRP	Babcock Ranch Preserve
CHFI	Charlotte Harbor Flatwoods Initiative
DEP	Department of Environmental Protection
DSL	Division of State Lands
F.A.C.	Florida Administrative Code
FDACS	Florida Department of Agriculture and Consumer Services
FFS	Florida Forest Service
FISC	Florida Invasive Species Council
FNAI	Florida Natural Areas Inventory
F.S.	Florida Statute(s)
FWC	Florida Fish and Wildlife Conservation Commission
FWRI	Fish and Wildlife Research Institute
GFC	Florida Game and Freshwater Fish Commission
GIS	Geographic Information Systems
GPS	Geographic Positioning System
IMPP	Internal Management Policies and Procedures
IPCC	Intergovernmental Panel on Climate Change
LAP	Landowner Assistance Program
LMR	Land Management Review
MAG	Management Advisory Group
NWR	National Wildlife Refuge
OBVM	Objective-Based Vegetation Management
OFW	Outstanding Florida Waters
ORV	Off-Road Vehicle
SFWMD	South Florida Water Management District
SWFWMD	Southwest Florida Water Management District
USAF	United States Air Force
USFS	United States Forest Service
USFWS	United States Fish and Wildlife Service
WCPR	Wildlife Conservation Prioritization and Recovery
WEA	Wildlife and Environmental Area
WMA	Wildlife Management Area

1 Introduction and General Information

Spanning a natural area stretching from Charlotte Harbor to central Charlotte and Lee counties, the Fred C. Babcock-Cecil M. Webb Wildlife Management Area (BWWMA), along with the adjacent Babcock Ranch Preserve (BRP), conserves the largest and highest quality native slash pine forest remaining in south Florida. The BWWMA is one of Florida's oldest and largest publicly owned Wildlife Management Areas (WMA). Although the BWWMA's vast forest of virgin South Florida slash pine timber was cut prior to the Florida Fish and Wildlife Conservation Commission's (FWC) predecessor agency, the Game and Fresh Water Fish Commission (GFC), acquiring the area in 1941, much of the underlying habitat remained essentially intact.

Set within an extensive network of conservation lands, the BWWMA provides an important nucleus within this network and serves as an integral part of a larger system of parks, conservation easements, and other conservation lands within the southwest region of Florida. The BWWMA, along with other conservation lands in the vicinity, provides important water quality protection, conserves vital wildlife habitat and corridors, and enhances the quality of life in the region and the state.

Located near the densely populated cities of Punta Gorda, Cape Coral, and Fort Myers, the BWWMA's forests and associated seasonal ponds, marshes, and wetland depressions provide essential habitat for an extensive array of imperiled, rare, and common wildlife species including red-cockaded woodpeckers (*Picoides borealis*), Florida sandhill cranes (*Antigone canadensis pratensis*), roseate spoonbills (*Platalea ajaja*), Florida bonneted bats (*Eumops floridanus*), as well as white-tailed deer *(Odocoileus virginianus*) and northern bobwhite (*Colinus virginianus*). The BWWMA consists of the Webb tract, 68,232 acres northeast of US Highway 41, and the Yucca Pens Unit, 15,600 acres southwest of US Highway 41. Acquisition began with the Webb tract by the GFC, and all subsequently acquired lands are owned by the Board of Trustees of the Internal Improvement Fund (Board of Trustees), or Governor and Cabinet.

The FWC has lead management authority for all resources within the established boundary (Figures 1 and 2). The BWWMA is managed by the FWC to conserve important natural communities that provide habitat for a wide range of wildlife species, and to provide fish and wildlife-focused public outdoor recreation opportunities including hunting, fishing, wildlife watching, horseback riding, boating, and hiking.

This Management Plan serves as the basic statement of policy and direction for the management of the BWWMA and has been developed to guide each aspect of the BWWMA's resource and operational management for the 10-year planning period. It provides information including the past usage, conservation acquisition history, and descriptions of the natural and cultural resources found on the BWWMA. Furthermore, it identifies the FWC's management intent, goals, and objectives, as well as identifies challenges and potential solutions.

This Management Plan is submitted for review to the Acquisition and Restoration Council (ARC) acting on behalf of the Board of Trustees of the State of Florida through the Florida Department of Environmental Protection's (DEP) - Division of State Lands (DSL), in compliance with Chapters

253 and 259, Florida Statutes (F.S.), and Chapters 18-2 and 18-4, Florida Administrative Code (F.A.C.). Format and content were drafted in accordance with ARC requirements for management plans and the model plan outline provided by the staff of the DSL. Terms (Appendix 11.10) used in this Management Plan describing management activities conform to those developed for the Land Management Uniform Accounting Council Biennial Land Management Operational Report.

1.1 Location

The BWWMA is in Southwest Florida in central Charlotte and northern Lee counties and encompasses approximately 83,832 acres (Figures 1 and 2). The BWWMA lies in all or parts of Sections 25-36 in Township 41S, Range 23E; Sections 1-36 in Township 41S, Range 24E; Sections 3-36 in Township 41S, Range 25E; Sections 1-36 in Township 42S, Range 23E; Sections 1-34 in Township 42S, Range 24E; and Sections 1-24 in Township 42S, Range 25E of Charlotte County; and Sections 1-24 in Township 43S, Range 23E and Section 6 in Township 43S, Range 24E of Lee County. (Figure 3). The BWWMA extends into the edges of Cape Coral and Punta Gorda and is approximately six miles north of Ft. Myers. The BWWMA is not located within a designated Area of Critical State Concern.

1.1.1 Proximity to other Public Conservation Lands

The BWWMA is located in the vicinity of an extensive network of conservation lands, including lands managed by the Southwest Florida Water Management District (SWFWMD), the Florida Forest Service (FFS), and Charlotte and Lee counties. Federally owned properties in the vicinity include several National Wildlife Refuges managed by the U.S. Fish and Wildlife Service (USFWS). Several Florida Forever projects are also located in the vicinity (Figure 4).

Tables 1 and 2 list the Florida Forever projects and conservation lands within a 10-mile radius of the BWWMA, including lands managed by public and private entities that conserve historical and natural resources within this region of Florida.

Most of the conservation lands listed in Table 2 are owned by a public entity. However, some of these areas fall within a less-than-fee ownership classification where the land is owned and being managed by a private landowner while a public agency or not-for-profit organization holds a conservation easement on the land.

Table 1. Florida Forever Projects within a 10-mile Vicinity

Project Name	GIS Acres
Charlotte Harbor Estuary	34,912
Charlotte Harbor Flatwoods	23,651
Hall Ranch	8,519
Pineland Site Complex	211
Welles Ranch	1,183

Table 2. Conservation Lands within a 10-mile Vicinity

Federal Government	**Managing Agency**
Caloosahatchee National Wildlife Refuge	USFWS
Grassland Reserve Program Easement #110	NRCS
Island Bay National Wildlife Refuge	USFWS
Matlacha Pass National Wildlife Refuge	USFWS
State of Florida	**Managing Agency**
Peace River State Forest	FFS
Babcock Ranch Preserve	FFS
Charlotte Harbor Preserve State Park	DRP
Cayo Costa State Park	DRP
Kurgis Conservation Easement	DSL
Babcock Ranch Conservation Easement	DSL
Hickey Creek Wildlife and Environmental Area	FWC
Hawks Haven Preserve	FWC
Randell Research Center	UF
Water Management District	**Managing Agency**
Burnt Store Acres Conservation Easement	SFWMD
Prairie/Shell Creek	SWFWMD
RV Griffin Reserve	SWFWMD
Deep Creek Preserve	SWFWMD
Local Government	**Managing Agency**
Alligator Creek	Charlotte County
Billy Creek Preserve	Lee County
Biscayne Trust Conservation Easement	Charlotte County
Bob Janes Preserve	Lee County
Bocilla Preserve	Lee County
Burcher's Parcel	Charlotte County
Buttonwood Preserve	Lee County
Caloosahatchee Creeks Preserve	Lee County
Caloosahatchee Regional Park	Lee County
Carver Preserve	Lee County
Charlotte Flatwoods Environmental Park	Charlotte County
Charlotte Harbor Buffer Preserve	Lee County

Columbus G. MacLeod Preserve	Lee County
Deep Creek Properties	Charlotte County
Four Mile Cove Ecological Preserve	City of Cape Coral
Four Mile Cover Preserve	Lee County
Hathaway Park	Charlotte County
Hickey's Creek Mitigation Park	Lee County
Hickory Swamp Preserve	Lee County
Manatee Park	Lee County
Morse Shores Preserve	Lee County
Oak Hammock Preserve	Lee County
Olga Shores Preserve	Lee County
Orange River Preserve	Lee County
Pop Ash Creek Preserve	Lee County
Powell Creek Preserve	Lee County
Prairie Creek Preserve	Charlotte County
Prairie Pines Preserve	Lee County
Shell Creek Preserve	Charlotte County
Six Mile Cypress Slough Preserve North	Lee County
Smokehouse Bay Preserve	Lee County
Sunrise Park	Charlotte County
Telegraph Creek Preserve	Lee County
Yellow Fever Creek Preserve	Lee County
Yellow Fever Creek Preserve - Major Park	City of Cape Coral Parks and Recreation
Yucca Pens Preserve	Lee County
Alligator Creek	Charlotte County
Private/Public Conservation Organization	**Managing Agency**
Audubon-Pennington Nature Park	Peace River Audubon Society
Calusa Land Trust and Nature Preserve of Pine Island, Inc.	Calusa Land Trust and Nature Preserve of Pine Island, Inc.
Charlotte Harbor Environmental Center	Charlotte Harbor Environmental Center

Acronym Key	Agency Name
DRP	FL Dept. of Environmental Protection, Division of Recreation and Parks
DSL	FL Dept. of Environmental Protection, Division of State Lands
FFS	Florida Forest Service
FWC	Florida Fish and Wildlife Conservation Commission
USFWS	U.S. Fish and Wildlife Service
NRCS	U.S. Dept of Agriculture, Natural Resources Conservation Service
SFWMD	South Florida Water Management District
SWFWMD	Southwest Florida Water Management District
UF	University of Florida

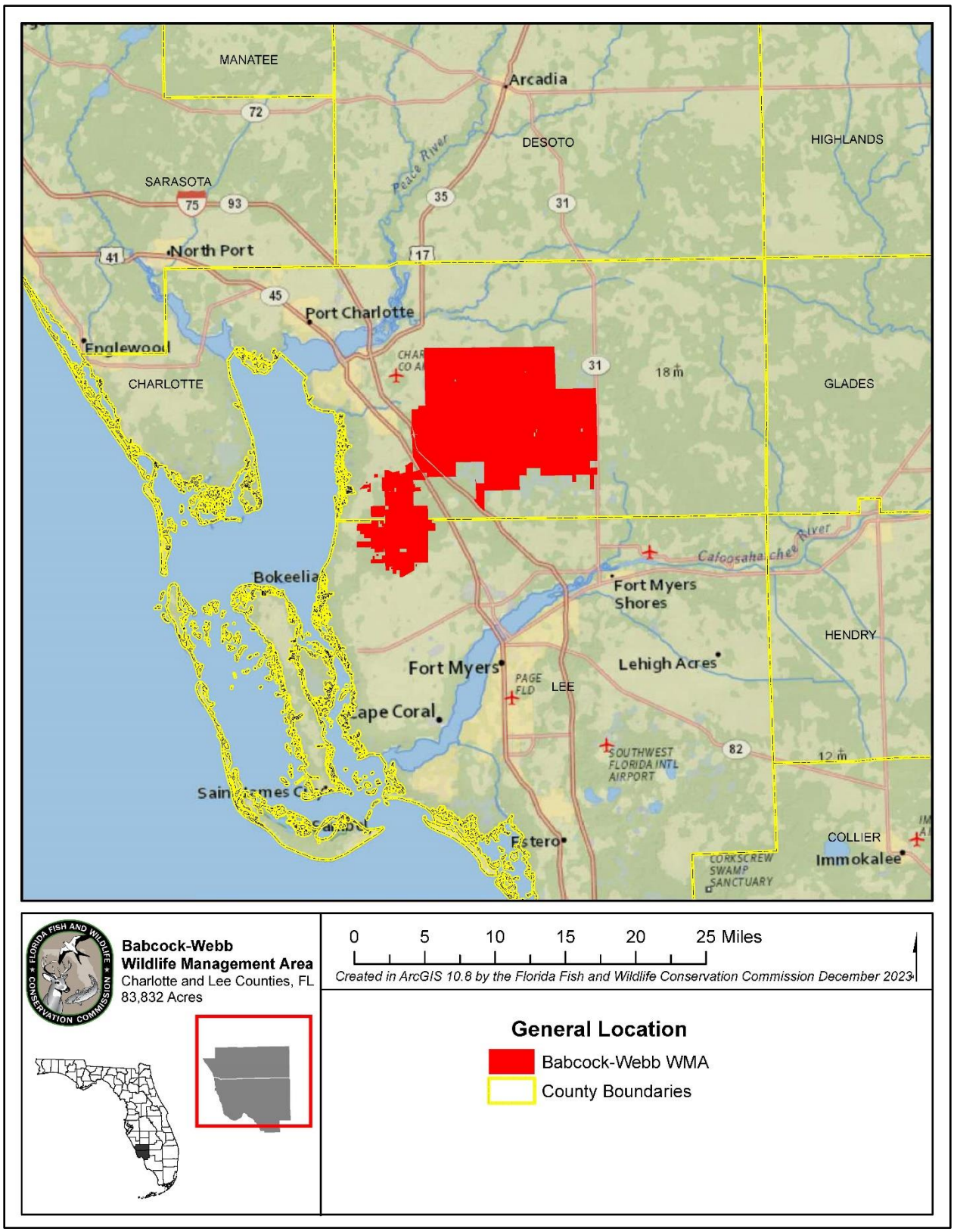


Figure 1. Vicinity Map

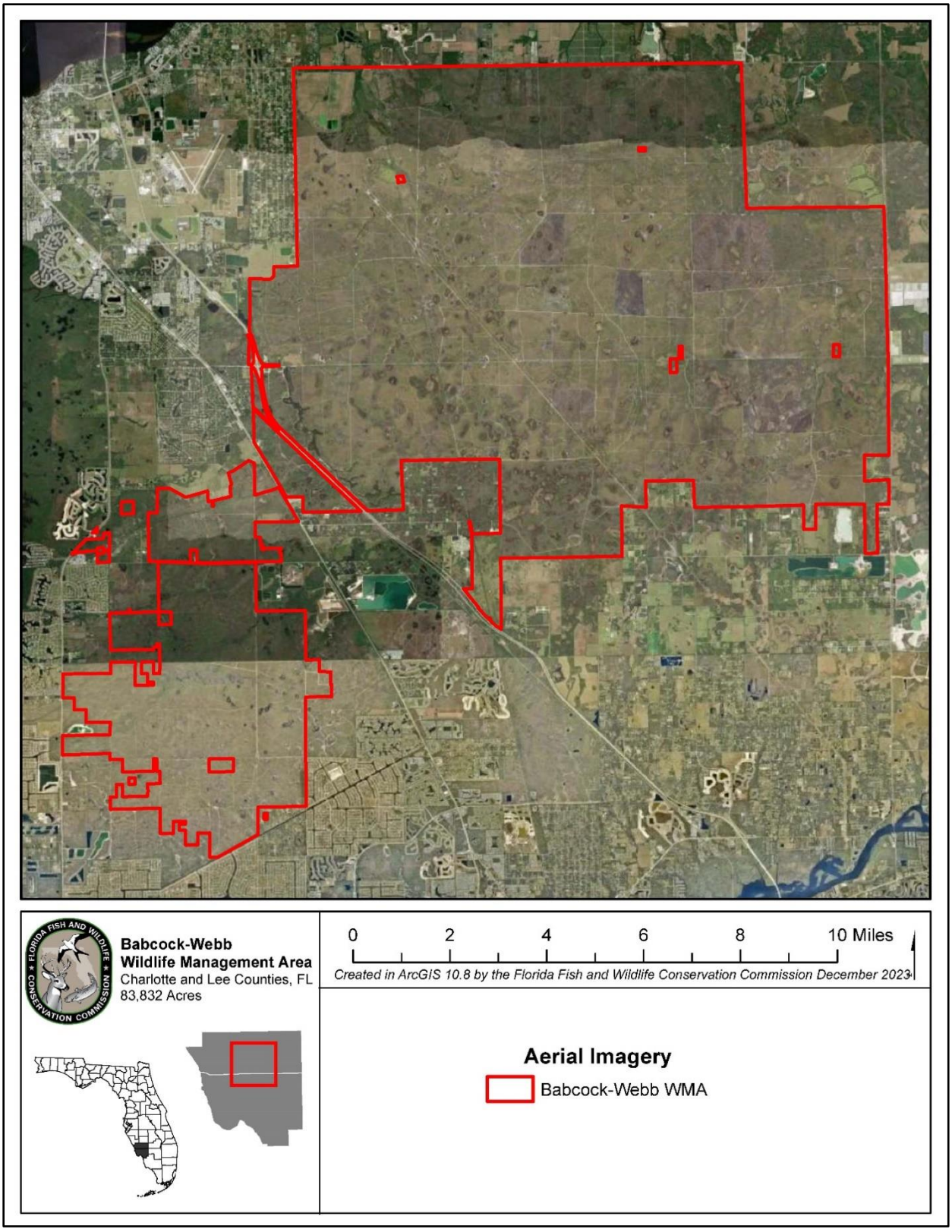


Figure 2. Aerial Imagery

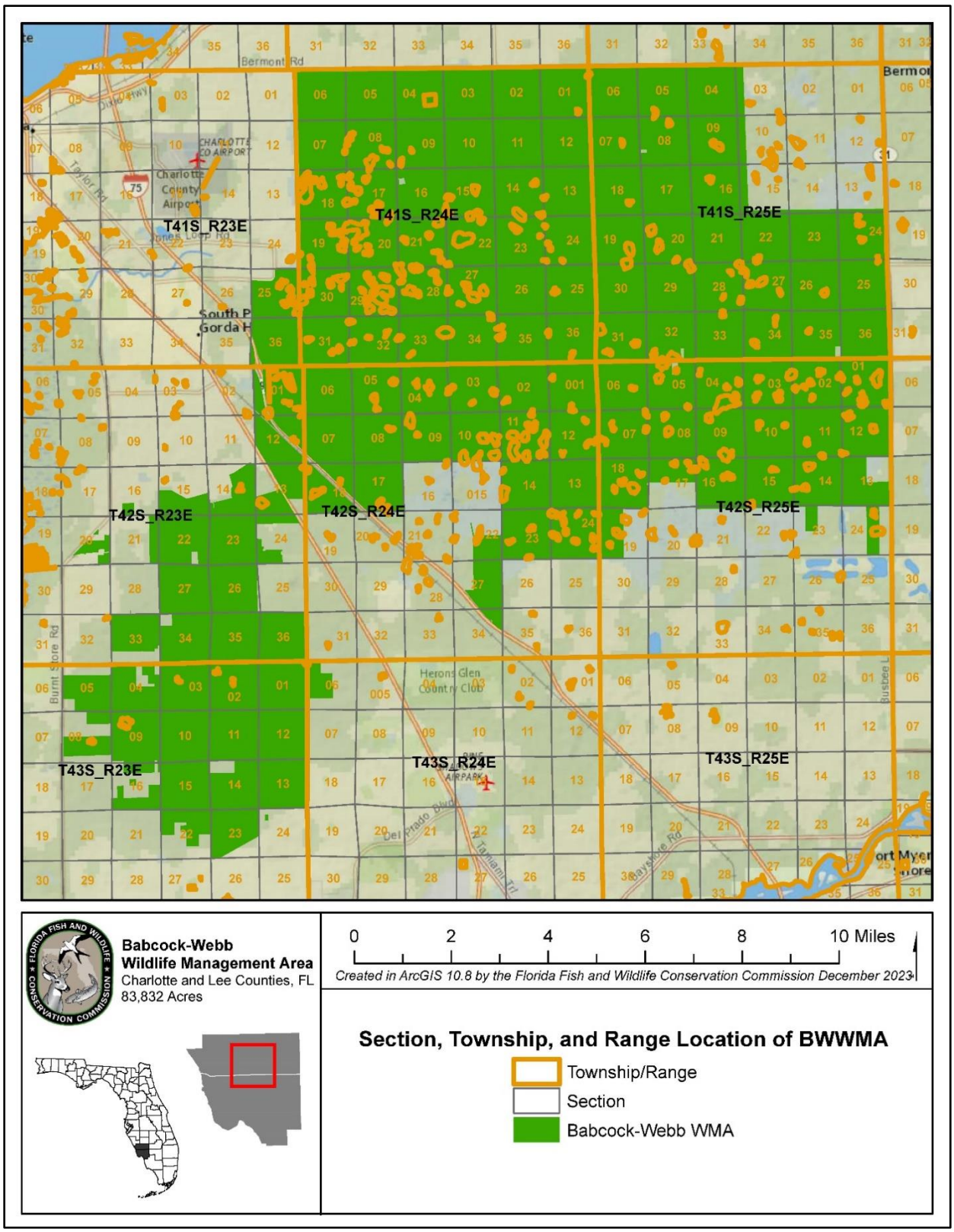
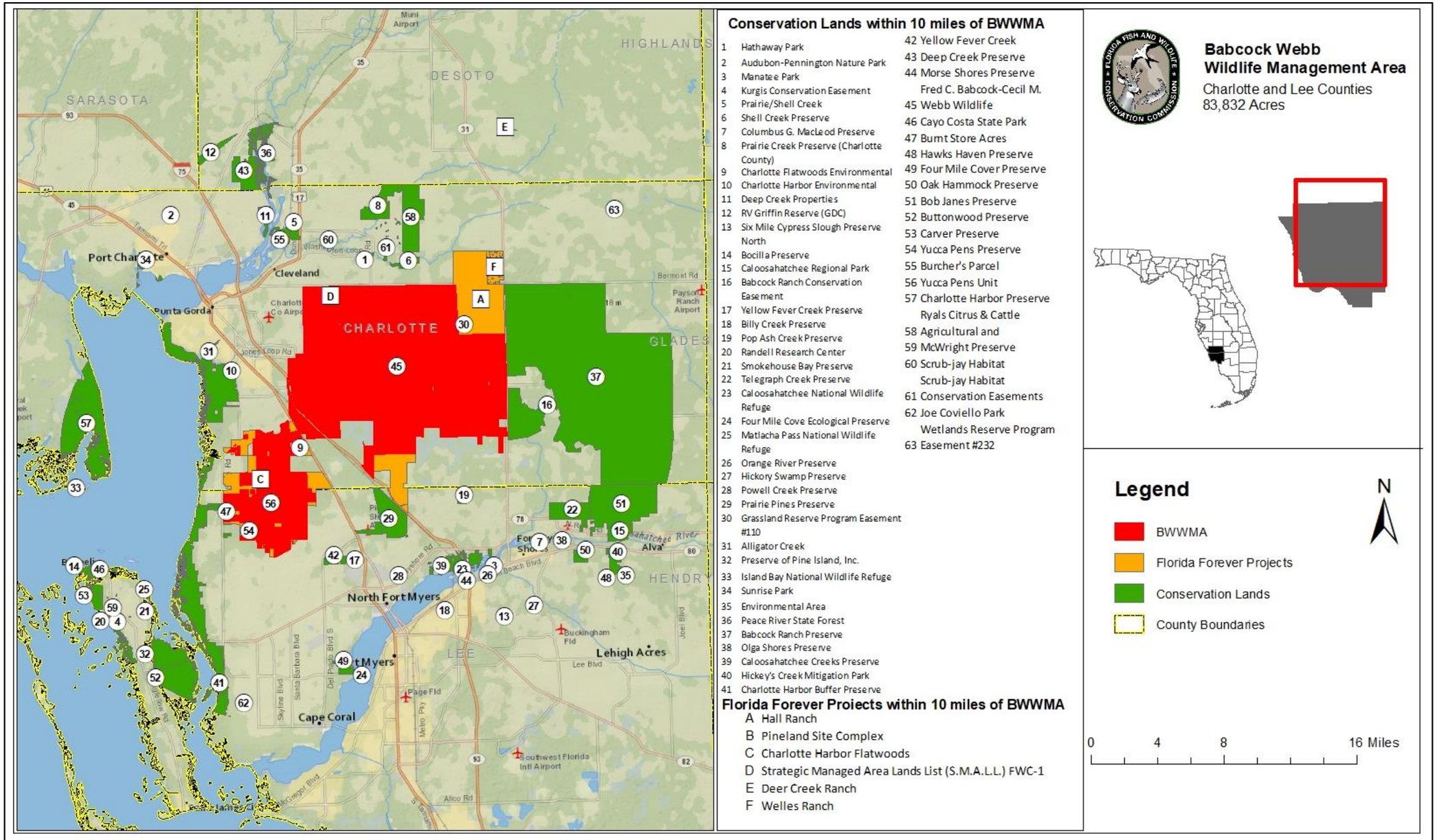


Figure 3. Section, Township, and Range Location



Conservation Lands within 10 miles of BWWMA

1 Hathaway Park
2 Audubon-Pennington Nature Park
3 Manatee Park
4 Kurgis Conservation Easement
5 Prairie/Shell Creek
6 Shell Creek Preserve
7 Columbus G. MacLeod Preserve
8 Prairie Creek Preserve (Charlotte County)
9 Charlotte Flatwoods Environmental
10 Charlotte Harbor Environmental
11 Deep Creek Properties
12 RV Griffin Reserve (GDC)
13 Six Mile Cypress Slough Preserve North
14 Bocilla Preserve
15 Caloosahatchee Regional Park
16 Babcock Ranch Conservation Easement
17 Yellow Fever Creek Preserve
18 Billy Creek Preserve
19 Pop Ash Creek Preserve
20 Randell Research Center
21 Smokehouse Bay Preserve
22 Telegraph Creek Preserve
23 Caloosahatchee National Wildlife Refuge
24 Four Mile Cove Ecological Preserve
25 Matlacha Pass National Wildlife Refuge
26 Orange River Preserve
27 Hickory Swamp Preserve
28 Powell Creek Preserve
29 Prairie Pines Preserve
30 Grassland Reserve Program Easement #110
31 Alligator Creek
32 Preserve of Pine Island, Inc.
33 Island Bay National Wildlife Refuge
34 Sunrise Park
35 Environmental Area
36 Peace River State Forest
37 Babcock Ranch Preserve
38 Olga Shores Preserve
39 Caloosahatchee Creeks Preserve
40 Hickey's Creek Mitigation Park
41 Charlotte Harbor Buffer Preserve
42 Yellow Fever Creek
43 Deep Creek Preserve
44 Morse Shores Preserve
Fred C. Babcock-Cecil M.
45 Webb Wildlife
46 Cayo Costa State Park
47 Burnt Store Acres
48 Hawks Haven Preserve
49 Four Mile Cover Preserve
50 Oak Hammock Preserve
51 Bob Janes Preserve
52 Buttonwood Preserve
53 Carver Preserve
54 Yucca Pens Preserve
55 Burcher's Parcel
56 Yucca Pens Unit
57 Charlotte Harbor Preserve
Ryals Citrus & Cattle
58 Agricultural and
59 McWright Preserve
60 Scrub-jay Habitat
Scrub-jay Habitat
61 Conservation Easements
62 Joe Coviello Park
Wetlands Reserve Program
63 Easement #232

Florida Forever Proiects within 10 miles of BWWMA

A Hall Ranch
B Pineland Site Complex
C Charlotte Harbor Flatwoods
D Strategic Managed Area Lands List (S.M.A.L.L.) FWC-1
E Deer Creek Ranch
F Welles Ranch

Figure 4. Nearby Conservation Lands and Florida Forever Projects

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1.2 Title Interest and Management Authority

As previously noted, in 1941, the GFC acquired the original tract (Webb tract) of the BWWMA. Title to lands within most of the Webb tract are presently held by the FWC. In 1996, the Board of Trustees entered into a 50-year lease agreement (Lease Agreement Number 4095) granting the FWC management authority for the Board of Trustees owned lands that make up the rest of the BWWMA. Further management authority derives from Article IV, Section 9 of the Florida Constitution as well as the guidance and directives of Chapters 253, 259, 327, 370, 373, 375, 378, 379, 403, 487, 597, and 870, F.S. These constitutional provisions and laws provide the FWC the authority to protect, conserve, and manage the State's fish and wildlife resources.

The Board of Trustees' Lease Agreement Number 4095 with the FWC also directs the FWC to "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 253.023(11), F.S...." The lease agreement further directs the FWC to "implement applicable Best Management Practices for all activities under this lease in compliance with paragraph 18-2.018(2)(h), F.A.C., which have been selected, developed, or approved by lessor, lessee, or other land managing agencies for the protection and enhancement of the leased premises."

1.3 Acquisition

1.3.1 Acquisition History

During the late 1930s, the GFC became interested in the purchase of land for wildlife conservation purposes. Following several years of evaluation of wildlife habitat needs, on July 29, 1941, the GFC took official action approving the purchase of lands in Charlotte County. These lands were acquired using funds made available by the Federal Aid in Wildlife Restoration Act (Pittman-Robertson; provided by an excise tax on hunting equipment) for wildlife conservation and outdoor public recreation. When originally acquired, the area was named the Charlotte County Preserve. The BWWMA was later renamed in honor of Cecil M. Webb, a GFC Commissioner from 1948 to 1953 who was committed to managing wildlife resources for the citizens of Florida and had undertaken quail population research in Marion County. In 1995, the management area's name was changed to the Fred C. Babcock-Cecil M. Webb WMA to recognize Fred C. Babcock for the initial sale of 19,200 acres of the Webb tract to the GFC. Subsequent purchases by the GFC with federal Pittman-Robertson funds added approximately 49,012 acres to the Webb tract.

In April of 1996, an acquisition from the Charlotte Harbor Flatwoods Florida Forever project was leased to the FWC (3,500 acres), leading to the creation of the Yucca Pens Unit of BWWMA. Additional acquisition of lands within the Charlotte Harbor Flatwoods project, under Florida Forever, continued to add to the lands within the Yucca Pens Unit. In 1997, two amendments to Lease No. 4095 (Amendments #1 and #2) added an additional 396 and 60 acres. In 1998, the third lease amendment added 41 acres to the Yucca Pens Unit. Three amendments (Amendments #4-6) in 1999 added an additional 3,637 acres. Three amendments in 2000 added 3,801 acres to the Yucca Pens Unit (Amendments #7-9). Amendments #10 and #11 added 1,904

acres in 2001. In 2002, Amendments #12 and #13 added 1,332 acres to the Yucca Pens Unit. From 2004 to 2023, Amendments #14-22, #24-27, and #29 increased the size of the Yucca Pens Unit of BWWMA to its current size of 15,600 acres. Amendments #23, #28, and #30 added 836 total acres to the Webb tract of the BWWMA from 2015-2023. Amendments #9, #28, and #29 were acquired through donations by Port Charlotte Service Corp, the Fish and Wildlife Foundation of Florida, and the Florida Power and Light Company respectively.

1.3.2 Purpose for Acquisition of the Property

The oldest and largest block of BWWMA was acquired through the Pittman-Robertson funding for the purposes of conserving quail habitat and providing associated hunting opportunities. This acquisition allowed for the restoration, conservation, and management of fish and wildlife habitat and associated natural resources and to provide recreational opportunities for the public. Subsequent acquisitions occurred under the State's Conservation and Recreation Lands (CARL), Preservation-2000 (P-2000), and Florida Forever land acquisition programs and through donations from Port Charlotte Service Corp, the Fish and Wildlife Foundation of Florida, and the Florida Power and Light Company. The purpose of these later acquisitions was to protect the native natural communities and associated wildlife habitat, including the largest slash pine flatwoods left in southwest Florida. The area was also acquired to establish a corridor of interconnected conservation lands connecting the BWWMA with the Charlotte Harbor State Buffer Preserve and to aid in the protection of the watershed of Gasparilla Sound-Charlotte Harbor Aquatic Preserve, designated as Outstanding Florida Waters (OFW). The BWWMA is managed by the FWC for the purpose of operating a WMA, providing managed habitat for both common and imperiled wildlife, protecting and enhancing ecological diversity, and providing fish and wildlife-focused outdoor recreational opportunities for the public.

1.3.3 Encumbrances

The boundary survey of the BWWMA lists 10 easements. Two easements are for ingress/egress. There is a well monitoring easement held by the SFWMD. There are seven utility easements including power and water control structures.

Additionally, on the BWWMA, there are numerous active cattle and apiary leases and staff housing agreements. Further, there is a sublease to the Boy Scouts of America for a 1,280-acre camp, a sublease to the City of Punta Gorda for a wastewater treatment plant, an FFS compound, and a sublease to the Department of Management Services for an 800 MHz radio tower, all of which are on the Webb tract. Currently, these encumbrances do not pose any significant impediments to the overall management of the area.

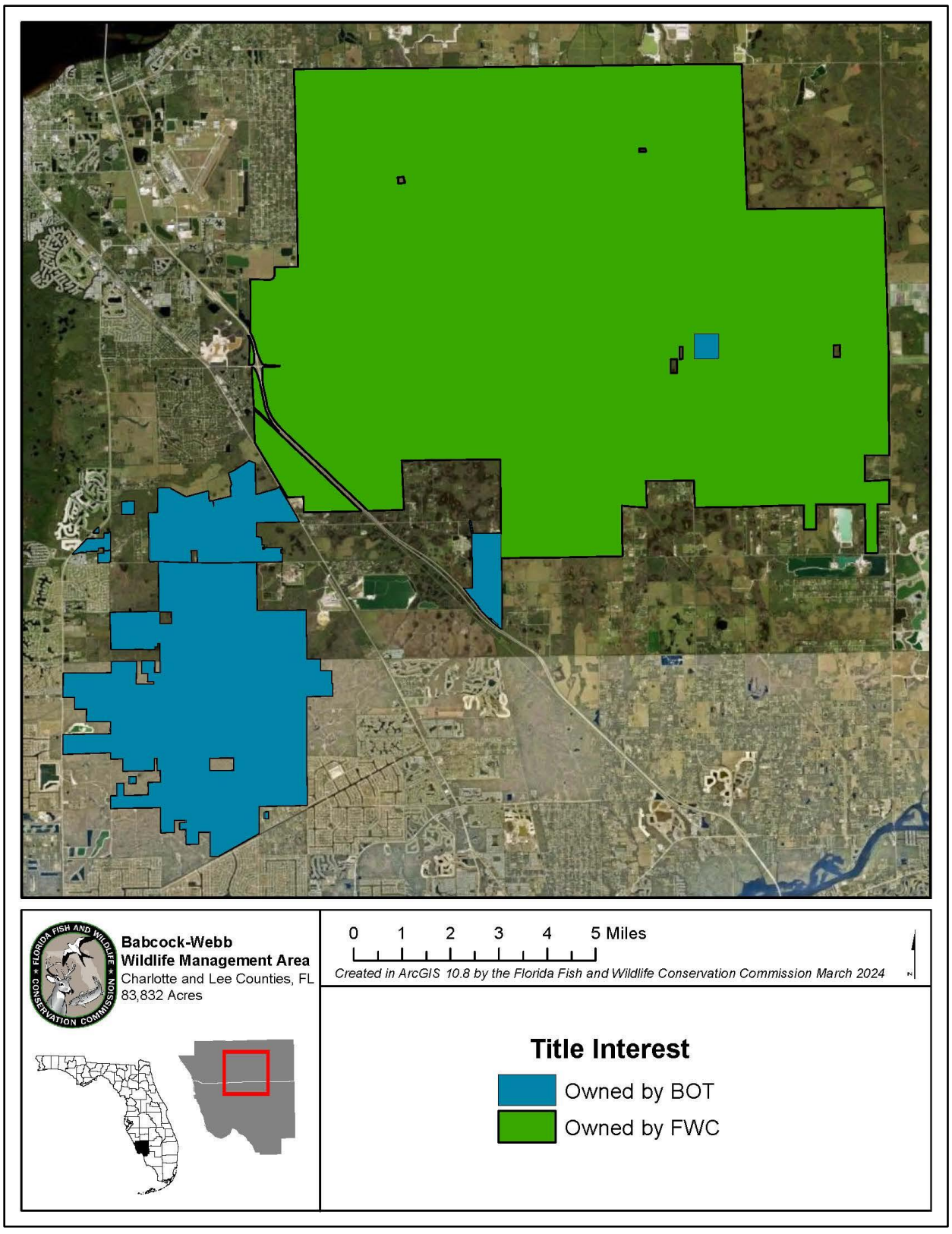

Figure 5. Title Interest

1.4 Planning Philosophy

The FWC's planning philosophy focuses on producing conservation outcomes that align with the needs of an ever-changing world. The FWC emphasizes consensus-building from the beginning of the planning process to engage, understand, and incorporate the ideas of the various interests, user groups, and communities that it serves. To achieve this holistic management approach, the FWC convenes a Management Advisory Group (MAG) meeting which engages stakeholders from various user groups at the beginning of FWC's planning process and a public hearing in which the public can provide formal testimony. The FWC also engages field staff, as well as other FWC staff expertise and other agency experts, in developing Management Plans, thereby facilitating development of meaningful management intent language. Further management planning input is also received through Land Management Reviews (LMR) conducted every five years. LMRs include both a review of the current management plan and a field review of the area conducted by a diverse team of land management auditors, providing the FWC with important information and guidance (Section 4.1).

Furthermore, the FWC maintains transparency and accountability throughout the development and implementation of the Management Plan by following a "living document" concept which links each plan with the previous plan by reporting on the objectives, management activities, and projects accomplished over the last planning timeframe (see Section 4).[1] The Management Plan serves as the guiding framework to implement an adaptive management process and content will be evaluated throughout the planning period to achieve comprehensive conservation goals (Section 4.2). As needed, amendments to Management Plans are presented to the DSL and ARC for review and consideration.

1.5 Public Involvement

The FWC conducted a MAG meeting in Ft. Myers, Florida on February 7, 2024 to obtain input from both public and private stakeholders regarding management of the BWWMA. Results of the meeting were used by the FWC to develop management goals and objectives and identify opportunities and strategies for management to include in the update to the Management Plan. Further, a public hearing, as required by Chapter 259.032(10), F.S., was held in Ft. Myers on March 27, 2024 to solicit input and comments from the public regarding the upcoming update to the Management Plan. The draft Management Plan was made available to the public 30 days prior to the hearing. A report of that hearing is included in Appendix 11.4. A website is also maintained for receipt of public input at https://myfwc.com/conservation/management-plans/develop-mps/. Further testimony and input are received at a public hearing held by ARC. Input received from all public involvement efforts is considered in the development of the update to the Management Plan.

2 Natural and Cultural Resources

2.1 Physiography

2.1.1 Topography and Geologic Formations

Florida has a storied geological history. The State of Florida is a part of the Florida platform that extends into the Atlantic Ocean and extends over 100 miles into the Gulf of Mexico. During the Paleozoic and Mesozoic ages, volcanic and sedimentary rock formed to create the base layer of what is now Florida. Due to rifting and tectonic shift, North America broke away from Pangea and during this time the panhandle of Florida was underwater. Due to the waterway separating Florida from the rest of the United States, sediments eroding from the Appalachian Mountains kept Florida waters clear. This also created a limestone layer that, due to karstification, created the intricate aquifer and cave system in Florida. The final stage that brought Florida into the geologic condition represented today was the northern movement of the continent and receding water levels. This event also created the panhandle of Florida which is characterized by siliciclastic sediments created by the erosion of previously deposited rocks. Through these changes, Florida has a mosaic of geologic formations and soil types.

Florida is part of the Coastal Plain physiographic province, which stretches from Cape Cod to the Mexican border. The Coastal Plain is divided into six physiographic sections, and Florida lies between two of these sections: the Floridian section, which encompasses most of peninsular Florida, and the East Gulf Plain section, which encompasses the panhandle of Florida. Additionally, there are a total of 10 physiographic divisions within Florida. The BWWMA is primarily located in the Peninsular Coastal Lowlands Province of the Peace River District, as well as a region that contains Tamiami formations and Tertiary/Quaternary Shell-Bearing Sediments. These formations are characterized by sandy limestone outcroppings, fossiliferous sediments, and shallow elevations that range from sea level to 100 feet above mean sea level. Specifically, on the BWWMA the maximum elevation is 40 feet above mean sea level.

2.1.2 Soils

The U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) data were used to identify the BWWMA's soil series and soil depth to water table (Figures 6 and 7). The map units described in the soil survey of the BWWMA are distributed as shown in Figure 6. Analyses of depth to water table for map units occurring within the BWWMA are also provided in Figure 6. The NRCS defines a soil map unit as, "A collection of soil areas or non-soil areas (miscellaneous areas) delineated in a soil survey." Soil map units may contain multiple soil components, which are given names that are unique identifiers.

Soils found within the BWWMA are almost entirely (98.9%) comprised of sand. The most predominate sands on the BWWMA are Wabasso sand (28.4%) and Pineda sand (18.2%), although other sands on the area include Oldsmar, Winder, and Malabar sands. Other soil types on the BWWMA include Terra Ceia Muck, Gator Muck, Chobee Muck, and Loam; although these soils comprise less than 1% of the BWWMA.

2.1.3 Climate

In general, moderate climates occur in Charlotte and Lee counties. The BWWMA is characterized by long, warm summers and mild winters. The average daily winter temperature over the last 10 years has been 69° Fahrenheit (F), with an average minimum temperature of approximately 59° F. The average daily summer temperature is 82° F with an average maximum temperature of approximately 89° F. Over the last 10 years, the BWWMA has seen an average annual rainfall of 56 inches with the majority occurring in the summer season. About 23 percent falls during October, November, December, January, and April, with February and March being the driest months.

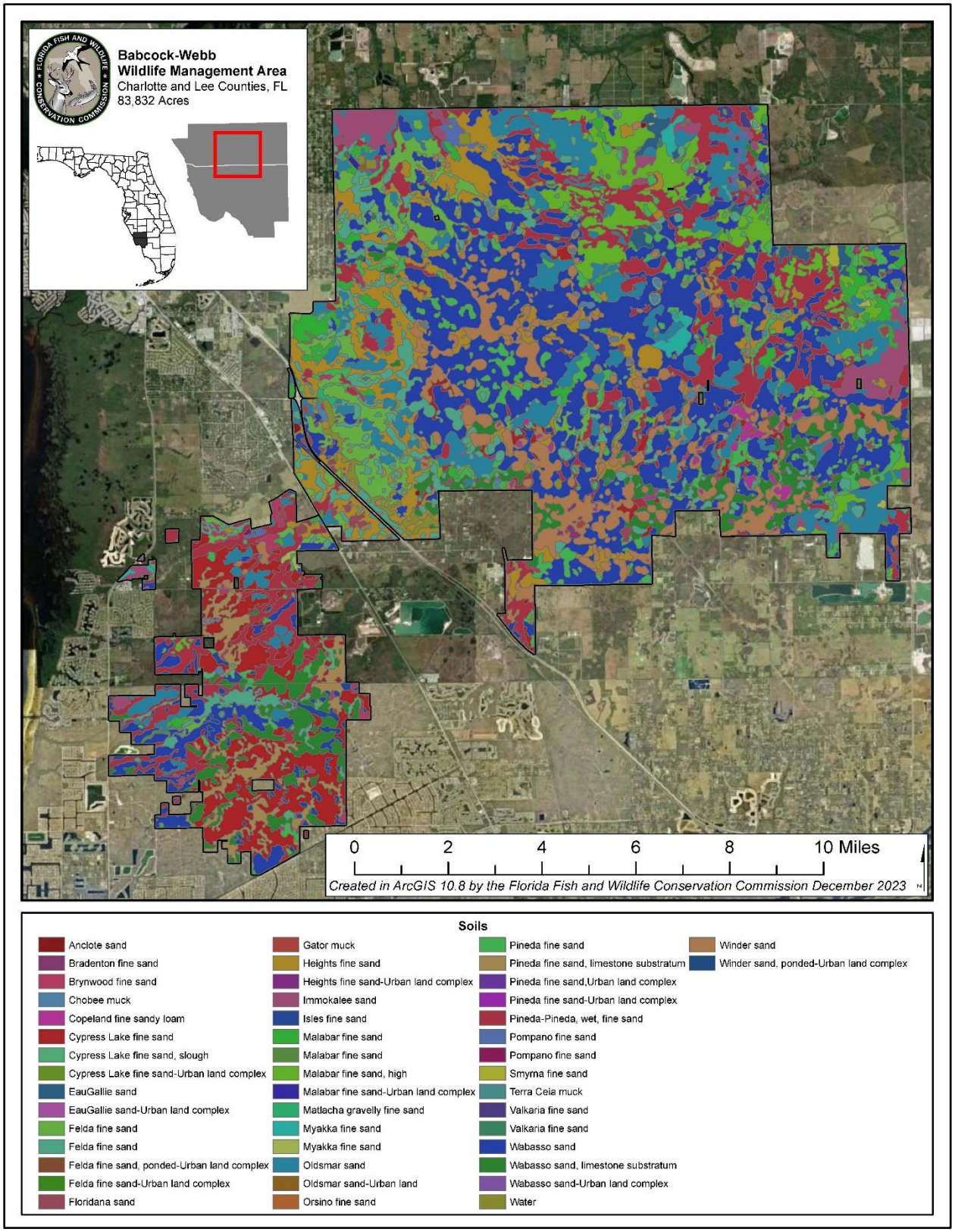

Figure 6. Soil Types

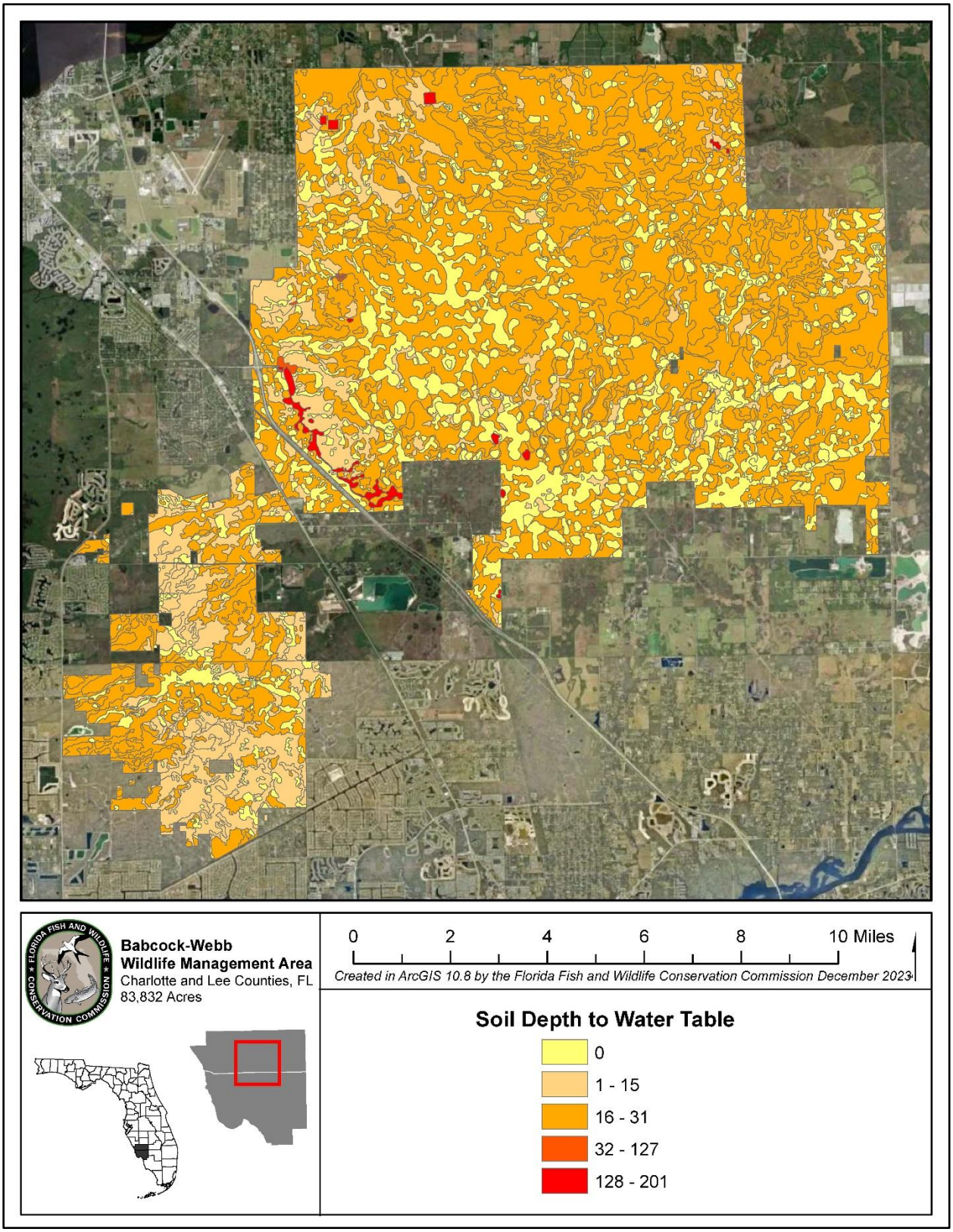

Figure 7. Depth to Water Table (cm)

2.2 Vegetation

Through the services of the Florida Natural Areas Inventory (FNAI), the FWC has mapped the current natural communities and altered landcover types of the BWWMA and documented 28 types existing on the BWWMA (Table 3, and Figure 8).

Additionally, native plant species found by either FWC staff or contractors on the BWWMA have been documented and recorded (Appendix 11.5). Currently, 25 imperiled or Commercially Exploited plant species and 59 non-native plant species have been documented on the BWWMA (Tables 4 and 5, Sections 2.2.2-2.2.3).

Table 3. Natural Communities and Altered Landcover Types

Community Type	GIS Acres	Percentage
Mesic flatwoods	30,255.9	36.0%
Depression marsh	15,681.6	18.7%
Wet flatwoods	15,552.4	18.5%
Dry prairie	9,909.5	11.8%
Wet prairie	5,192.0	6.2%
Abandoned field/abandoned pasture	1,363.9	1.6%
Firebreak	1,193.1	1.4%
Clearing/regeneration	904.4	1.1%
Impoundment	622.4	0.7%
Pasture - improved	581.2	0.7%
Basin swamp	560.9	0.7%
Utility corridor	425.1	0.5%
Road	455.7	0.5%
Wildlife food plot	299.9	0.4%
Linear feature	170.5	0.2%
Artificial pond	146.1	0.2%
Developed	169.2	0.2%
Mesic hammock	142.1	0.2%
Canal/ditch	114.6	0.1%
Pine plantation	6.2	<0.1%
Pasture - semi-improved	68.2	0.1%
Scrubby flatwoods	56.1	0.1%
Dome swamp	97.1	0.1%
Restoration mesic flatwoods	31.4	<0.1%
Spoil Area	20.9	<0.1%
Baygall	7.4	<0.1%
Hydric hammock	6.8	<0.1%
Invasive exotic monoculture	6.3	<0.1%

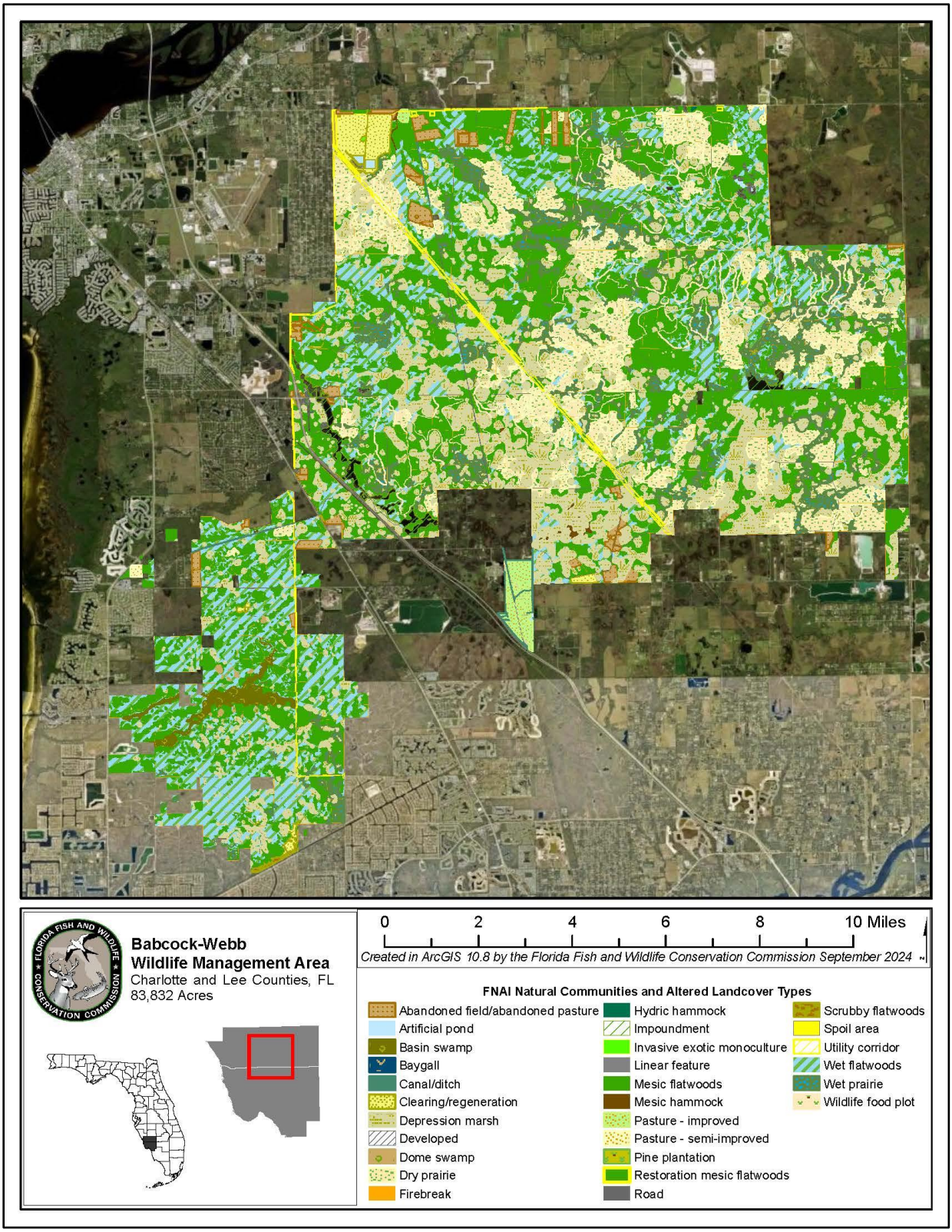

Figure 8. FNAI Natural Communities and Altered Landcover Types

2.2.1 Imperiled Plants

For the purposes of this Management Plan, the term “imperiled species” as it relates to plants refers to plant species that Florida Department of Agriculture and Consumer Services (FDACS) or the USFWS has designated as Endangered or Threatened. This designation is commonly known as “listed species”, and all names and status determinations were derived from Florida’s Regulated Plant Index Rule (5B-40.0055 F.A.C.) that is maintained by FDACS.

FNAI conducted a listed plant survey in 2016 and 2017 on BWWMA and identified 14 imperiled plant species, of which two are state-designated Endangered, 11 are state-designated Threatened, and one is federally-designated Endangered (Table 4). The afforded protections that allow plants that occur on all conservation lands, in conjunction with management actions that include invasive plant treatments and prescribed fires, will continue to maintain and enhance habitat for these and other rare plants. As such, these species should persist under planned management on BWWMA.

In addition to the imperiled plants, five plants that are state-designated as Commercially Exploited are known to occur on the BWWMA (Table 4). The FWC will continue to monitor the known occurrences of these species and report any illegal collection to the appropriate authorities.

Table 4. Imperiled Plant Species

Scientific Name	Common Name	Status	FNAI Ranks*
Andropogon arctatus	Pine-woods bluestem	ST	G3, S3
Bletia purpurea	Pine-pink orchid	ST	G3, S3
Calopogon multiflorus	Many-flowered grass-pink	ST	G2G3, S2S3
Deeringothamnus pulchellus	White squirrel-banana	FE, SE	G1, S1
Encyclia tampensis	Butterfly orchid	CE	G4, SNR
Eulophia ecristata	Non-crested eulophia	ST	G2G3, S2
*Harrisella porrecta***	Threadroot orchid	ST	GU, SNR
Hypericum edisonianum	Edison ascyrum	SE	G2G3, S2S3
Lilium catesbaei	Catesby lily	ST	G4, S4
Lycopodium cernuum	Nodding club-moss	CE	G5, SNR
Nolina atopocarpa	Florida beargrass	ST	G3, S3
Osmunda cinnamomea	Cinnamon fern	CE	G5T5, SNR
Osmunda regalis	Royal fern	CE	G5T5, SNR
Pinguicula caerulea	Blue-flowered butterwort	ST	G4, S3S4
Pinguicula lutea	Yellow-flowered butterwort	ST	G4G5, S3
Pogonia ophioglossoides	Rose pogonia	ST	G5, S3S4
Spiranthes laciniata	Lace-lip ladies’ tresses	ST	G4G5, S3S4
Spiranthes longilabris	Long-lip ladies’ tresses	ST	G3, S3

Spiranthes torta	Southern ladies'-tresses	SE	G5, S1
Stenorrhynchos lanceolatus	Leafless beaked orchid	ST	G4T1, S1
Tillandsia balbisiana	Inflated and reflexed wildpine	ST	G4G5, S3
Tillandsia fasciculata	Common wild-pine	SE	G5, SNR
Tillandsia utriculata	Giant wild-pine	SE	G5, S3
Zamia spp.***	Coontie	CE	G5, SNR
Zephyranthes simpsonii	Simpson's zephyr-lily	ST	G2G3, S2S3

*FNAI Ranking System included in Appendix 11.10.

**Misapplied to *Dendrophylax porrectus*

***Documented as *Zamia integrifolia*

Acronym	Status
CE	Commercially Exploited (state designated)
ST	State Threatened
FT	Federally Threatened
SE	State Endangered

It is possible other imperiled species occur on the BWWMA, and, if encountered, staff will document these occurrences. Florida's imperiled species are adapted to natural communities and should continue to benefit from the FWC's ongoing and planned management to maintain and enhance natural community structure and function. Under the FWC's management, these species have a higher probability of persistence than in the absence of this management. However, while habitat management provides overall benefits to a host of species reliant upon these natural communities, imperiled species sometimes require specific attention.

2.2.2 Non-Native Plants

FWC biologists and contractors have documented 59 non-native plant species (Table 5) on the BWWMA, of which 40 are invasive. Species that are considered invasive are species that (a) are nonnative to a specified geographic area; (b) were introduced by humans (intentionally or unintentionally); and (c) do or can cause environmental, economic, or human harm. The FWC relies on the Florida Invasive Species Council (FISC) for the categorization of invasive plant species.

Table 5. Non-Native Plant Species

Scientific Name	Common Name	FISC Category
Abrus precatorius	Rosary pea	I
Acacia auriculiformis	Earleaf acacia	I
Alternanthera sessilis	Sessile joyweed	-
Ardisia elliptica	Shoebutton ardisia	I
Bambusa vulgaris	Common bamboo	-
Casuarina cunninghamiana	River sheoak	II

Casuarina equisetifolia	Australian pine	I
Casuarina glauca	Suckering australian pine	I
Crotalaria spectabilis	Showy rattlebox	-
Cupaniopsis anacardioides	Carrotwood	I
Cuphea carthagenensis	Colombian waxweed	-
Cynodon dactylon	Bermudagrass	-
Dactyloctenium aegyptium	Durban crowfootgrass	II
Eucalyptus grandis	Grand eucalyptus	-
Eucalyptus robusta	Swamp mahogany	-
Fimbristylis schoenoides	Ditch fimbry	-
Grevillea robusta	Silkoak	-
Hymenachne amplexicaulis	West Indian marsh grass	I
Imperata cylindrica	Cogongrass	I
Lantana strigocamara	Lantana, shrub verbena	I
Leucaena leucocephala	White lead tree	II
Linum grandiflorum	Flowering flax	-
Ludwigia peruviana	Peruvian primrosewillow	I
Lygodium japonicum	Japanese climbing fern	I
Lygodium microphyllum	Small-leaf climbing fern, Old world climbing fern	I
Mangifera indica	Mango	-
Melaleuca quinquenervia	Melaleuca, Paper bark	I
Melinis minutiflora	Molasses grass	II
Melinis repens	Natal grass	I
Melochia corchorifolia	Chocolateweed	-
Murdannia nudiflora	Nakedstem dewflower	-
Nephrolepis multiflora	Asian sword fern	I
Neyraudia reynaudiana	Burma reed, Cane grass	I
Oeceoclades maculata	Monk orchid	-
Panicum maximum	Guinea grass	II
Panicum repens	Torpedo grass	I
Paspalum notatum	Bahiagrass	-
Pistia stratiotes	Water-lettuce	I
Polycarpaea corymbosa	Old-man's cap	-
Psidium cattleianum	Strawberry guava	I
Psidium guajava	Guava	I
Rhodomyrtus tomentosa	Downy rose-myrtle	I
Ricinus communis	Castor bean	II
Ruellia simplex	Britton's wild petunia	I
Sacciolepis indica	Indian cupscale	-
Schinus terebinthifolia	Brazilian pepper	I

Scleria lacustris	Wright's nutrush	I
Sesbania punicea	Purple sesban	II
Solanum viarum	Tropical soda apple	I
Spermacoce verticillata	Shrubby false buttonweed	II
Sphagneticola trilobata	Wedelia, Creeping oxeye	II
Sporobolus indicus	Smutgrass	-
Syzygium cumini	Java plum	I
Talipariti tiliaceum	Sea hibiscus	II
Torenia crustacea	Malaysian false pimpernel	-
Triadica sebifera	Chinese tallow, Popcorn tree	I
Urena lobata	Caesar weed	I
Urochloa mutica	Para grass	I
Vachellia cornigera	Bullhorn acacia	-

2.3 Fish and Wildlife Resources

As described above, the BWWMA has a variety of natural communities and habitat types that support a wide array of imperiled and more common wildlife species. Active wildlife management practices make the BWWMA an excellent place to view wildlife. The BWWMA's mesic flatwoods, depression marshes, wet flatwoods, dry prairie, and other natural communities provide critical habitat for resident and migratory wildlife. The FWC maintains an inventory of fauna occurring on the BWWMA, including mammals, birds, reptiles, amphibians, and invertebrates. Native wildlife occurrences are listed in Appendix 11.5. Additionally, a FWC Wildlife Conservation Prioritization and Recovery (WCPR) Strategy was completed for the BWWMA in 2014 (Appendix 11.15), which guides staff on wildlife monitoring and management

2.3.1 Imperiled Fish and Wildlife

For the purposes of this Management Plan, the term "imperiled species" refers to plant and animal species that are designated as Endangered or Threatened by the FWC, or that are designated as Endangered or Threatened by the USFWS. This designation is also commonly known as "listed species." Table 6 outlines all imperiled fish and wildlife that have been observed on the BWWMA.

Table 5. Imperiled Wildlife Species

Scientific Name	Common Name	Status	FNAI Ranks*
Athene cunicularia	Burrowing owl	ST	G4T3, S3
Caracara cheriway (Polyborus plancus audubonii)	Audubon's crested caracara	FT	G5, S2
Drymarchon couperi	Eastern indigo snake	FT	G3, S2?
Egretta caerulea	Little blue heron	ST	G5, S4
Egretta rufescens	Reddish egret	ST	G4, S2

Egretta tricolor	Tricolored heron	ST	G5, S4
Eumops floridanus	Florida bonneted bat	FE	G1, S1
Falco sparverius paulus	Southeastern American Kestrel	ST	G5T4, S3
Gopherus polyphemus	Gopher tortoise	ST	G3, S3
Grus canadensis pratensis	Florida sandhill crane	ST	G5T2, S2
Mustela vison	Everglades mink	ST	-
Mycteria americana	Wood stork	FT	G4, S2
Picoides borealis	Red-cockaded woodpecker	FE	G3, S2
Platalea ajaja	Roseate spoonbill	ST	G5, S2
Puma conolor coryi	Florida panther	FE	G5T1, S1
Rostrhamus sociabilis plumbeus	Everglade Snail kite	FE	G4G5, S2
Rynchops niger	Black skimmer	ST	G5, S3
Sterna antillarum	Least tern	ST	G4, S3

Acronym	Status
FE	Federally Endangered
FT	Federally Threatened
ST	State Threatened

At the November 2016 Commission meeting, the FWC approved Florida's Imperiled Species Management Plan (http://myfwc.com/wildlifehabitats/imperiled/plan/), which included changes to the listing status for many wildlife species. Subsequent rule changes (68A-27.003 and 68A-27.005 F.A.C.) have come into effect since the Imperiled Species Management Plan was approved and those changes have been incorporated into this Management Plan. All federally listed species that occur in Florida are included in Florida's Endangered and Threatened Species list (https://myfwc.com/media/1945/threatened-endangered-species.pdf) as federally-designated Endangered or federally-designated Threatened. Species that are not federally listed, but which have been identified by the FWC as being at some level of risk of extinction, are state-designated as Threatened.

Gopher Tortoise Recipient Site Eligibility

Per Chapter 259.01 F.S., the FWC has evaluated the BWWMA for eligibility as a recipient site for gopher tortoise relocation and determined that the BWWMA does not meet the Gopher Tortoise Permitting Guidelines and, therefore, would not be a feasible gopher tortoise recipient site. This infeasibility is due to the area's soil composition being primarily wet, poorly drained soil types which are not conducive to supporting gopher tortoise populations. An FWC GIS analysis of the area found approximately nine acres of the area to have permittable soil and landscape

classifications, which is under the 40 acres of contiguous habitat required for a gopher tortoise recipient site.

2.3.2 Non-Native Wildlife Species

In addition to the species recorded on the BWWMA, 15 non-native wildlife species have been documented on the BWWMA (Table 7). The FWC will continue to document any occurrences of non-native species found on the BWWMA. More information on monitoring and management of non-native wildlife can be found in Section 4.5 and Section 5.4.

Table 6. Non-Native Wildlife Species

Scientific Name	Common Name
Anolis equestris	Knight anole
Boa constrictor	Common boa
Cairina moschata	Muscovy duck
Chamaeleo calyptratus	Veiled chameleon
Columba livia	Rock dove
Iguana iguana	Green iguana
Norops sagrei	Brown anole
Osteopilus septentrionalis	Cuban treefrog
Passer domesticus	House sparrow
Rhinella marina	Cane toad
Salvator merianae	Argentine black and white tegu
Sturnus vulgaris	European starling
Sus scrofa	Wild hog
Varanus salvator	Water monitor

2.3.3 FNAI Element Occurrences

A diversity of wildlife species is found on the BWWMA. The FWC uses the FNAI Natural Heritage Database to assist in identifying and recording resources on FWC-managed areas. This database will also supplement the development of the species tables found in the Management Plan. FNAI's Natural Heritage Database is a comprehensive compilation of records documenting the location and ecological status of rare plant and animal species in the state. The database consists of "element occurrences", where an "element" is any exemplary or rare component of the natural environment, such as a species, natural community, or other ecological feature; and an "element occurrence" is an area of land and/or water where an element is, or was, present. FNAI scientists "track" (collect information on) approximately 233 vertebrates, 562 invertebrates, and 492 plants representing approximately 13% of the state's vertebrate species, less than 5% of the invertebrates, and about 12% of the plants. The status of each tracked element is assessed using standardized methodology; each tracked element is assigned ranks that reflect its rarity and degree of imperilment at the global and state level. These ranks are applied using a standardized methodology that incorporates many factors, including geographic range; number, size, and condition of known occurrences; population size and trends; life history characteristics; and

threats. The Natural Heritage ranking system and definitions can furthermore be found on the following website: https://www.fnai.org/PDFs/Rank_and_Status_Explanation.pdf

The FNAI element occurrence records include 78 occurrences of wildlife species in the vicinity (within one mile) of the BWWMA. Several of the imperiled species discussed in Section 2.2.2 and Section 2.3.1 in this report are tracked by FNAI. These species and their ranks are listed in Table 6. Appendix 11.11 contains a letter from FNAI authorizing the FWC to utilize their database for the purpose of identifying known plant and animal resources.

2.4 Water Resources

All surface waters of the State are classified by the DEP according to designated uses as described in Chapter 62-302.44, F.A.C. The surface waters of the BWWMA are designated as Class III and classified for fish consumption and recreation or limited recreation as well as propagation and maintenance of a healthy, well-balanced population of fish and wildlife. Additionally, it is the policy of the DEP to afford the highest protection to OFW and Outstanding National Resource Waters, per Chapter 62-302.700, F.A.C. The BWWMA does not include any water resources that are designated as OFW. The BWWMA is not located within and/or adjacent to an aquatic preserve.

Water resources on the BWWMA consist primarily of seasonal ponds, marshes, and depressions. In addition, there are six ponds totaling 13 acres and a 395-acre lake, known as Webb Lake, which were artificially constructed. There are several springs located in the northern part of Webb Lake and one spring located east of Seaboard Grade and north of Tuckers Grade.

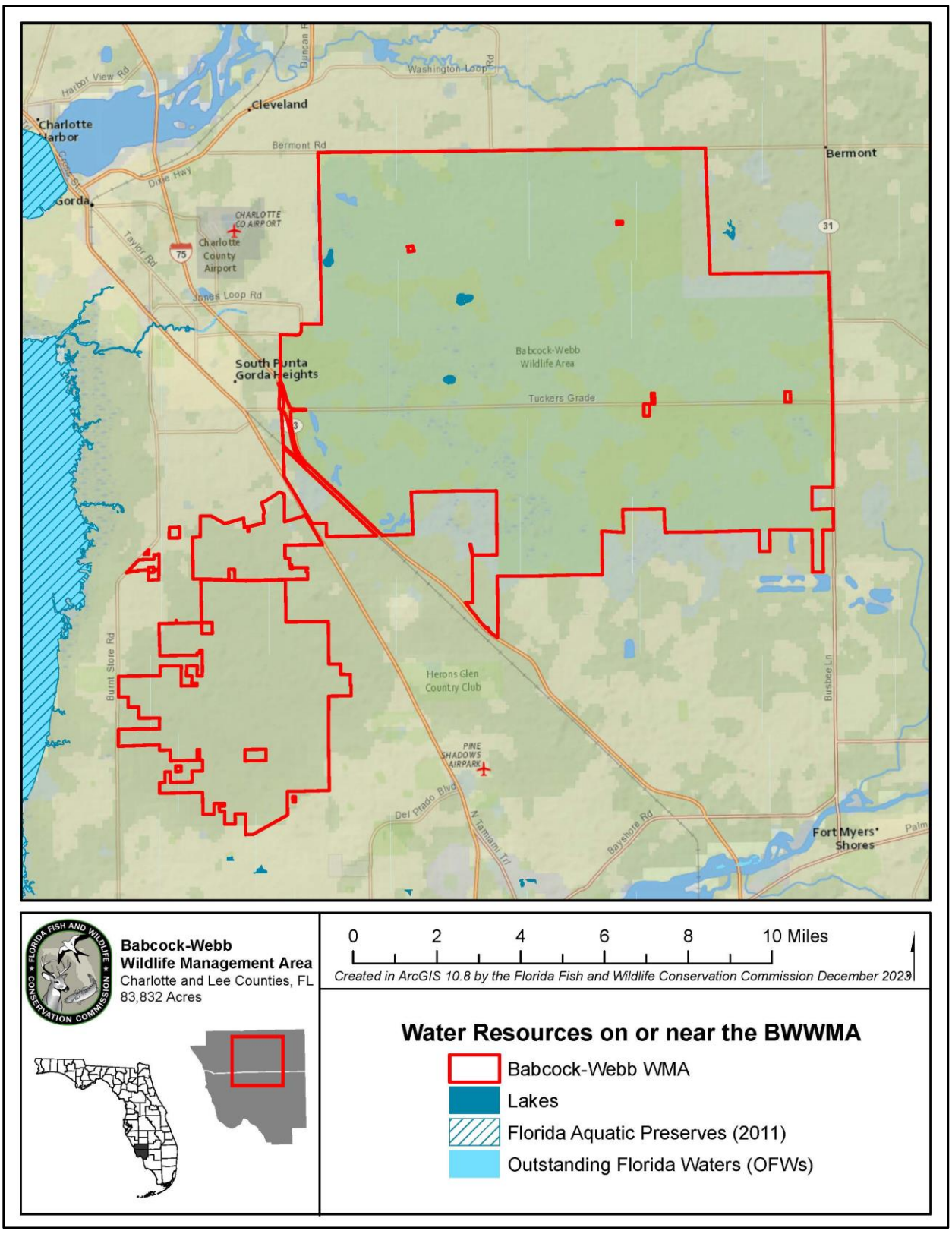

Figure 9. Water Resources

2.5 Forest Resources

Timber resources include some areas with dense natural pine stands in need of thinning for habitat improvement. Thinning of the forest over-story, hydrological restoration, and prescribed burning are the most important factors in re-establishment of natural communities and the enhancement of wildlife habitats in these areas.

2.6 Beaches and Dunes

The BWWMA does not contain beaches or dunes.

2.7 Mineral Resources

There are several mining operations throughout Charlotte County but there are few known, commercially valuable mineral deposits. Sand, shell, and marl deposits occur in the northeastern portion of the county and several commercial lime rock quarries are located on Cook Brown Road, south of BWWMA. Mineral resources in Lee County are primarily undifferentiated resources, which are surface and near surface sediments comprised on clayey, shelly sand, marl and organic muck. These undifferentiated resources occur in the northeastern and western portions of Lee County and are locally valuable as fill materials. Limestone is mined from the near surface of Lee County. Quartz sand occurs on the surface and near surface and has been mined in the county. Additionally, oil fields have been discovered in Lee County. There are no active mineral mines located on BWWMA.

Outstanding oil, gas, and mineral rights on the Yucca Pens Unit were highly fractionalized at the time of state acquisition. Due to the number of fractional owners, the seller was unwilling to attempt to reassemble the outstanding interests for conveyance to the Board of Trustees. A report by the Florida Geological Survey indicates that there is little potential for commercial development of mineral commodities or oil and gas production at BWWMA.

2.8 Cultural Resources

The Florida Master Site File (FMSF), maintained by the Florida Department of State's Division of Historical Resources (DHR), is the State of Florida's official inventory of cultural resources, archaeological and historical survey reports, and other manuscripts relevant to historic preservation in Florida. Categories of resources recorded at the FMSF include archaeological sites, historical structures, historical cemeteries, historical bridges, and historical resource groups (comprised of historic districts, landscapes, and linear features).

To date, the FMSF indicates that 17 previous cultural resource surveys have been conducted on the BWWMA. Additionally, one archaeological site and five resource groups have been recorded on the BWWMA (Table 8). The FWC will consult with the DHR to determine the necessary actions for resource inventory and preservation. All identification, assessment, and preservation strategies will be developed in consultation with the DHR.

Table 7. Cultural Resources

FMSF No.	Resource Category	Resource Title	Acres	National Register of Historic Places Eligibility
CH01589	Resource Group	Burnt Store Road	<0.01	No
CH02059	Resource Group	Jones Loop Road	0.48	No
CH00066	Archeological site	Oil Well Road	<0.01	No
CH02055	Resource Group	Seaboard Air Line	74.61	No
CH02159	Resource Group	SR 31	8.04	No
CH02158	Resource Group	Tuckers Grade	61.80	N/A

2.9 Scenic Resources

Scenic resources at BWWMA include an extensive example of a relatively large and pristine South Florida slash pine flatwoods ecosystem. This ecosystem comprises a pine flatwoods and wetlands complex, including wet prairie and marsh areas, as well as cypress sloughs and domes. A scenic interpretive driving tour around Webb Lake offers visitors an introduction to the natural resources of the area. Additionally, BWWMA is part of a network of sites along the Great Florida Birding & Wildlife Trail, which includes areas across the state selected for their excellent birding, wildlife watching, or educational opportunities. Two of the biggest birding draws for this area are the abundance of wading birds and red-cockaded woodpeckers.

3 Uses of the Property

3.1 Previous Use and Development

The first Paleoindian inhabitants of Florida arrived at least 13,000 years ago. While these and subsequent native inhabitants of Florida were largely fisher-gatherer-hunters, subsequent cultures began to produce domesticated crops, such as maize, beans, squash, and other crops for a growing and increasingly sedentary population. For thousands of years before Europeans arrived, Native peoples thrived in Florida by hunting, fishing, and gathering of wild plants and shellfish. The decimation of these cultures began shortly after the arrival of Europeans, either by the introduction of disease—to which the Native Americans had no resistance—or through outright conflict. In modern day Florida, the Seminole Tribe of Florida and the Miccosukee Tribe of Indians of Florida are federally recognized tribes, the Muscogee Nation of Florida is state recognized, and the Muscogee, along with several other tribes, have active petitions for federal recognition.

By the time Europeans arrived, the landscape of Florida had been shaped and modified by Native Americans for thousands of years. Along with novel agricultural practices, the Spanish, and later the British and other settlers, brought cattle, hogs, horses, and other livestock to Florida. Social programs, such as British agricultural land grants, led to the proliferation of intensive agriculture throughout the state.

Agricultural practices such as rangeland cattle grazing quickly became crucial to the economy of the state from the 16th through the 20th century. The influx of settlers and resulting intensification of agricultural practices led to additional landscape alteration, continuing a trend that had been occurring for centuries. This alteration was quickly outpaced by Florida's boom-and-bust economies of the 19th and 20th centuries. The ensuing widespread environmental modification and commercial and residential development would permanently transform the cultural and ecological landscape of the state.

Prior to its purchase by the state, BWWMA was used primarily for its cattle range and timber resources. During the 1920s and 30s, several timber companies clear-cut pine trees on the area, leaving cull trees and a few small pines. Most of the trees present on the area today are descendants of the cull trees that were not harvested. Pine resources were also used for turpentine production, and in the early 1970s, the FWC issued a 10-year lighter pine stumpage contract. Also prior to—and for the first few years after— purchase by the FWC, the U.S. Army used 16,000 acres as a bombing and strafing range.

In 1957, the field trial grounds were set up in conjunction with field trial clubs that donated materials and supplies to build a clubhouse, stables, kennels, and picnic area to provide training grounds for hunters and their bird dogs. Since 1969, the grounds have been open for limited quail hunting. Establishment of the field trial grounds is in keeping with the purposes of acquisition under the Pittman-Robertson purchase to provide quail habitat and support quail hunting. In 1968, the FWC leased 1,280 acres of the field trial grounds to the Boy Scouts for a camp, which has been developed over the years to include many recreation facilities.

Cattle production has occurred on BWWMA both before and after state acquisition. Historically, the cattlemen utilized frequent fire to reduce fuels and increase productivity for cattle. The first cattle leases on BWWMA were allocated by the acre and the cattlemen determined the stocking rates. In 1977, the FWC capped stocking rates at 50% of the recommended rates determined by the NRCS. Since its inception, BWWMA has been open to multiple uses, including hunting, fishing, camping, bird dog field trials, cattle grazing, apiary leases, target shooting at the range, timber harvest, horseback riding, bird watching, and bicycling.

3.2 Current Use of the Property

Currently, the BWWMA is managed for the conservation and protection of fish and wildlife habitat and fish and wildlife-focused public outdoor recreation. A wide range of operational and resource management actions are conducted on the BWWMA each year, including activities such as prescribed burning; wildlife habitat restoration and improvement; invasive species maintenance and control; road repairs and maintenance; imperiled and locally important species management, monitoring, and protection; facilities and infrastructure maintenance and repair; conservation acquisition and stewardship activities; cultural resources monitoring and protection; and research related activities.

The BWWMA is being managed as a multiple-use conservation land. Multiple-use management strategies incorporate uses related to wildlife, fisheries, forest management, and fish and wildlife-focused public outdoor recreation. Current and anticipated resource uses of the property are

diverse. Public outdoor educational and recreational opportunities are provided that are compatible with the original purposes for acquisition of the BWWMA. Hunting continues to be a popular recreational activity on the BWWMA. The area also offers excellent opportunities for bird watching, especially for wading birds. The diversity of vegetation not only harbors a variety of bird species, but also provides good opportunities for mammalian wildlife watching. Other uses include field trials, shooting, fishing, boating, hiking, photography, biking, sightseeing, and horseback riding. Due to the proximity of population centers in Charlotte and Lee counties, public use can be expected to increase as public awareness of opportunities increases.

3.1.1 Hunting

Currently, the BWWMA offers several hunting opportunities, including archery, small game, muzzleloading gun, hog, deer, migratory bird, quail, and quail field trials. For more information on hunting opportunities at the BWWMA visit the following link: https://myfwc.com/hunting/

3.1.2 Fishing

Fishing is authorized year-round at the BWWMA. There are four bodies of water which are regularly stocked and managed by FWC's Division of Freshwater Fisheries Management (Webb Lake and Marl Pits 1, 2, and 3). Area specific fishing regulations can be found here.

3.1.3 Paddling and Boating

Paddling and boating is authorized year-round on the BWWMA.

3.1.4 Trails and Roads

Currently, the BWWMA offers 14.89 miles of trails, 7.65 of which are marked, multi-use trails. There are 134.7 miles of roads, 119.9 miles of which are for public vehicular access and the remainder used by staff for management purposes. Hiking, biking, and horseback riding are available on all roads and trails within the BWWMA.

3.1.5 Camping

There are 236 sites which are available for camping during weekends, select holidays, and various hunting seasons on the BWWMA. Specific dates where camping is permitted can be found in the regulations brochure. Further details regarding camping permits and requirements can be found here, or may be requested from BabcockWebbWMAcamping@MyFWC.com.

3.1.6 Geocaching

Geocaching, also known as Global Positioning System (GPS) Stash Hunt and GeoStash, is a contemporary combination of orienteering and scavenger hunting generally utilizing a GPS receiver unit. Geocache websites routinely promote good stewardship. However, the potential exists for resource damage, user conflicts, or safety issues caused by inappropriately placed caches and/or links that do not provide adequate information about the area.

It is the policy of the FWC to allow placement of geocaches only in those locations that do not present the potential for resource damage, user conflicts, or threats to the safety of the activity participants. The placement of geocaches on the FWC-managed lands is governed by specific

guidelines. These guidelines may be found on the following FWC website: https://myfwc.com/license/public-land-use/geocaching/guidelines/.

3.1.7 Shooting Range

BWWMA's shooting range is located on Tuckers Grade at Rifle Range Road. The funds for the shooting range were provided through the Pittman-Robertson Act. This range was built with public funds through the FWC's Hunter Safety Program. It is intended for training students enrolled in the Hunter Safety Program and for the public's use. The 10-pad shooting range has 200-yard rifle, 100-yard rifle, and 15, 25, and 50-yard pistol ranges and three shotgun pads.

3.1.8 Field Trial Grounds

The field trial grounds are managed for quail hunting with blank firing weapons only during field trial bird dog competitions. The field trial season begins in mid-September and ends in mid-February. Within that time frame, there are training weekends and field trial weekends. The field trial grounds encompass over 6,000 acres and include a club house facility, a horse stable, dog kennels, and a picnic area.

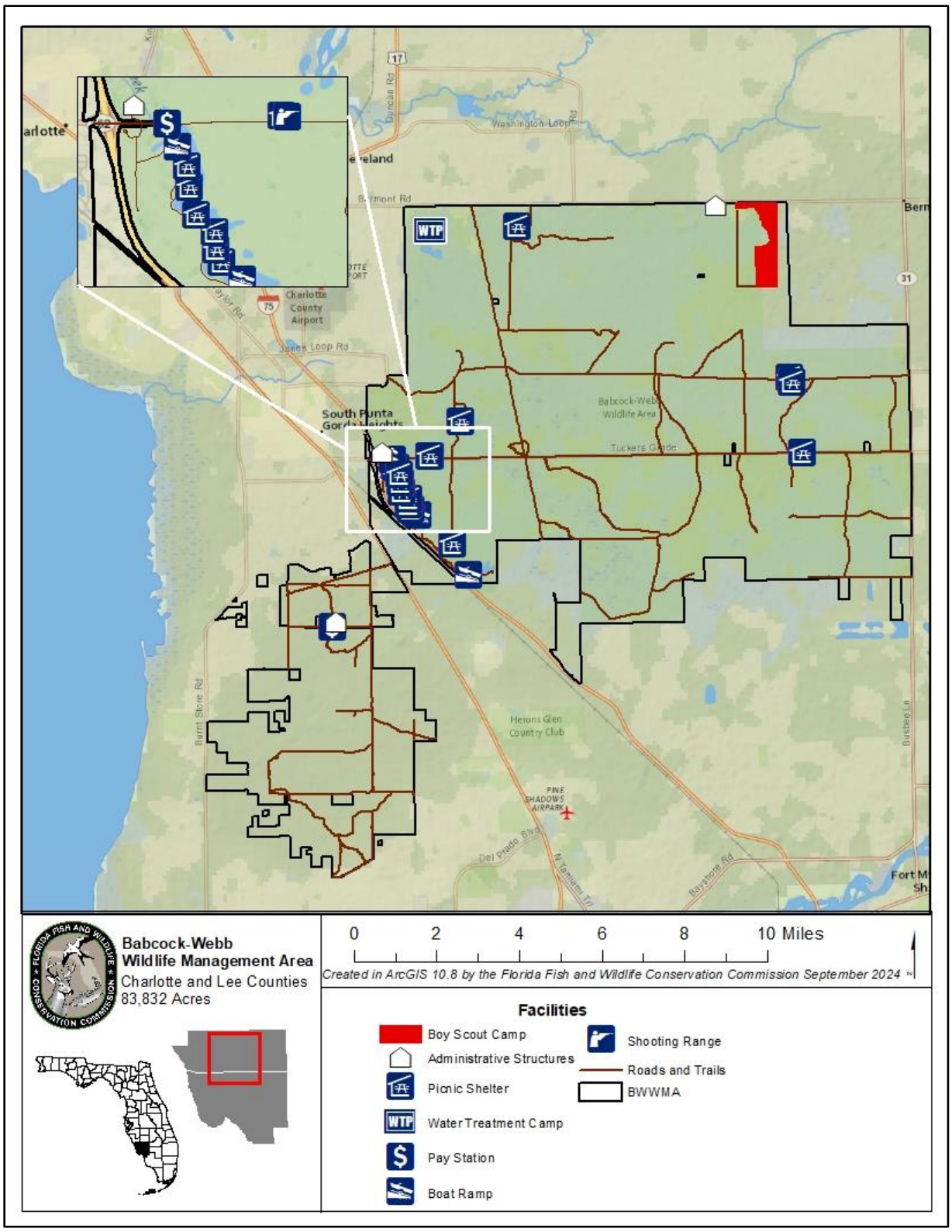

Figure 10. Facilities

3.3 Adjacent Land Uses

The BWWMA is located in southern Charlotte and northern Lee counties, just north of the City of Ft. Myers. The urban areas of Ft. Myers, Cape Coral, and Punta Gorda—which are directly adjacent to the BWWMA—have been growing substantially and will likely continue contributing to development in the area.

The 2020 U.S. Census estimates that there are 190,570 people living in Charlotte County and 782,579 people living in Lee County. The Department of Economic Affairs, Bureau of Economic and Business Research's (BEBR) medium-range population projection indicates that in the year 2035, there will be 225,800 people living in Charlotte County and 983,700 people living in Lee County. The BEBR population projections for the counties surrounding Charlotte and Lee counties for the year 2035 are as follows: Collier County – 455,100; Desoto County – 34,800; Glades County – 12,900; Hendry County – 44,500; Highlands County – 108,300; and Sarasota County – 514,000.

The current zoning ordinance for the Lee County portion of the BWWMA is Agricultural. According to Lee County's Comprehensive Plan, this designation allows for one unit/39,500 square feet. Lee County's future land use maps indicate that the BWWMA will be designated and zoned as Density Reduction/Groundwater Resource, Conservation Lands – Upland, Wetlands, and Conservation Lands – Wetland. The current zoning ordinances for the Charlotte County portion of the BWWMA are Agricultural and Environment Sensitive. According to Charlotte County's Comprehensive Plan, these designations allow for one unit/10 acres. Charlotte County's future land use maps indicate that the BWWMA will be designated and zoned as Resource Conservation and Public Lands and Facilities.

Lands immediately adjacent to the BWWMA are classified as Agriculture, Commercial, Conventional Mobile Home, Developed, Industrial, Planned Development, and Residential.

3.4 Visitation, Economic Benefits, and Revenue-generating Potential

Visitation and public use of the area for fish and wildlife-focused public outdoor recreational opportunities is the primary source of economic benefits from the BWWMA, which contributes to the overall economy for the Southwest region of Florida. In Fiscal Year 2021-22 an estimated 60,707 people visited the BWWMA. Primarily as a result of this visitation and use of the area, the FWC economic analysis estimates that the BWWMA generated an annual economic impact of $11,861,541* for the State and the Southwest region of Florida. This estimated annual economic impact has aided in the support or creation of an estimated 120.8 jobs. *

Further revenue generating potential of the BWWMA will depend upon future uses described in this Management Plan and may include sales of various permits, recreational user fees, or other ecotourism activities, if such projects are feasible. The annual area regulations can be consulted to clarify the necessary and required permits, fees, and regulations. Additionally, the long-term value of ecosystem services, including the protection of air and water quality functions, are considered to be significant to local and regional land and water resources, as well as human health.

**The above figures are based on expenditure data from the 2006 National Survey of Fishing, Hunting and Wildlife-Associated Recreation (USFWS) and 2006 IMPLAN economic models assembled by Southwick Associates and the USFWS. The results were updated in 2010 based on hunting and fishing license trends and inflation. The results were combined and weighted based on the numbers of hunters, anglers, and wildlife viewers statewide. The results assume participants' expenditures and the values used to calculate these expenditures are consistent throughout the state. Users applying these results to local situations should be aware that differences might exist between these statewide averages and the site in question and make adjustments if needed.*

3.5 Single- or Multiple-use Management

As mentioned previously, the BWWMA will be managed under the multiple-use concept as a WMA. The BWWMA will provide fish and wildlife-focused public outdoor recreation and educational opportunities, while protecting the natural and cultural resources found on the area. Any natural and cultural resources on the BWWMA will be managed under the guidance of ARC, the Conceptual State Lands Management Plan, and as outlined in the original purposes for acquisition. A detailed assessment of the benefits and potential impacts of planned uses and activities on natural and cultural resources was an integral part of the development of the management activities and intent, goals, objectives, challenges, and strategies sections of this Management Plan.

3.5.1 Analysis of Multiple-use Potential

The following actions or activities have been considered under the multiple-use concept as possible uses to be allowed on the BWWMA. Uses classified as "Approved" are considered to be in accordance with the purposes for acquisition; the Conceptual State Lands Management Plan; and the FWC agency mission, goals, and objectives as expressed in the FWC Agency Strategic Plan. Uses classified as "Conditional" indicate that the use may be acceptable but will be allowed only if approved through a process other than the management plan development and approval process (e.g., special-use permitting, managed-area regulation and rule development). Uses classified as "Rejected" are not considered to be in accordance with the original purpose of acquisition or one or more of the various forms of guidance available for planning and management.

	Approved	Conditional	Rejected
Apiaries		✓	
Archery		✓	
Astronomy	✓		
Bicycling	✓		
Cattle grazing		✓	
Citrus or other agriculture			✓
Ecosystem services and maintenance	✓		
Ecotourism		✓	
Environmental Education	✓		
First-responder training		✓	

Fishing		✓	
Geocaching		✓	
Hiking	✓		
Horseback riding	✓		
Hunting		✓	
Linear facilities			✓
Military training		✓	
Preservation of cultural resources	✓		
Primitive camping		✓	
Protection of imperiled species	✓		
Off-road vehicle use		✓	
Shooting sports park		✓	
Soil and water conservation	✓		
Timber harvest		✓	
Wildlife observation	✓		

3.5.2 Incompatible Uses and Linear Facilities

Consideration of incompatible uses and linear facilities on the BWWMA are made in accordance with the requirements of Section 253.034(10) F.S.; various applicable Florida constitution, statute, rule, and policy requirements; and other provisions governing applications for proposed incompatible uses or linear facilities on state-owned conservation lands. Upon approval and implementation of this management plan, any proposed future uses that have been classified herein as Rejected, or other proposed future uses that are determined to be incompatible with the purposes of acquisition or other management authorizations and guidance, will be forwarded for review and approval consideration to the DEP-DSL, ARC, the Board of Trustees, and the USFWS as needed, prior to any incompatible use or linear facility being authorized on the BWWMA.

3.6 Acreage Recommended for Potential Surplus Review

On conservation lands where the FWC is the lead manager, the FWC evaluates and identifies recommended areas for a potential surplus designation by the DSL, ARC, and the Board of Trustees. This evaluation consists of GIS modeling and analysis, aerial photography interpretation, analysis of fish and wildlife resources, a review of resource and operational management needs, and a review of public access and recreational use of the area. Also, the FWC considers recommendations for surplus lands as they relate to Florida's "No Net Loss of Hunting Lands" legislation (Ch. 379.3001 F.S.), as well as surplus restrictions for lands acquired through the Federal Aid in Wildlife Restoration Act (Pittman-Robertson) or through other federal grant programs.

The evaluation of the BWWMA by the FWC has determined that all portions of the area are being managed and operated for the original purposes of acquisition and remain integral to the continued conservation of important fish and wildlife resources and continue to provide quality fish and wildlife-focused public outdoor recreational opportunities. Therefore, no portion of the BWWMA is recommended for potential surplus review.

4 Management Activities and Intent

The following section provides a description of agency plans to locate, identify, protect, preserve, or otherwise use fragile natural resources and non-renewable cultural resources. In general, the FWC management intent for the BWWMA is to restore and maintain natural communities in a condition that sustains ecological processes and conserves biological diversity, especially fish and wildlife resources. In conjunction with this primary emphasis, as noted, it is the FWC's intent to provide quality fish and wildlife-focused public outdoor recreational opportunities on the BWWMA. The FWC will utilize the best available data, guidelines, natural resource management practices, and recreational management practices to achieve these outcomes in accordance with the original purposes for acquisition. Furthermore, as noted previously, the management activities described in this section comply with those of the Conceptual State Lands Management Plan.

4.1 Land Management Review

On-site reviews of conservation and recreation lands that exceed 1,000 acres and are titled in the name of the Board of Trustees are required every five years by Section 259.036, F.S. These reviews determine whether the lands are being managed for the purposes for which they were acquired and whether they are being managed in accordance with their land management plan adopted pursuant to Section 259.032, F.S. An LMR was conducted for the BWWMA in 2024, and the results included that management practices, including public access, comply with the management plan, and that the property is being properly managed for purposes that are compatible with conservation, preservation, and recreation (Appendix 11.9).

4.2 Adaptive Management

Adaptive management is "learning by doing";[4] it is the adjustment or modification of conservation actions to achieve a desired conservation goal. In practice, adaptive management is a rigorous process that includes sound planning and experimental design with a systematic evaluation process that links monitoring to management.[4, 5] Adaptive management requires flexibility for implementation but should be fitted over a fundamentally sound, well-planned design.

An adaptive management process produces the strongest inference and most reliable results when experimental design components are incorporated into the monitoring process. Adaptive management is most rigorously applied in an active format when components of experimental design (i.e., controls, replication, and randomization) are included in the monitoring process.[4, 5] Incorporating valid statistical analyses of results will further enhance the value of the adaptive management process. However, in some situations, rigorous experimental design procedures can be relaxed without invalidating monitoring results. In a passive format, adaptive management can involve applying a conservation action at a site, observing the results, and adjusting the action in the future if warranted.[4, 5]

Proposed adaptive management, monitoring, and performance measures are developed through literature reviews and FWC staff meetings. Overall, a results-based approach is incorporated into the Management Plan, for which effective monitoring is an integral component. The FWC will monitor conservation actions, species, habitats, and major threats to the conservation of the natural and cultural resources of the BWWMA.

4.2.1 Monitoring

A well-developed monitoring protocol is also one of the principal required criteria for the management of the BWWMA. Monitoring and performance measures are important, but often overlooked, elements of conservation planning. Monitoring provides the critical link between implementing conservation actions and revising management goals.

Monitoring is the systematic, repeated measurement of environmental characteristics to detect changes, and particularly trends, in those characteristics. Monitoring provides essential feedback, the data needed to understand the costs, benefits, and effectiveness of planned conservation actions, and the management projects undertaken to address them.[2]

For natural communities, monitoring protocols are established through the FWC's Objective Based Vegetation Management (OBVM) program, which monitors how specific vegetative attributes are responding to FWC management (Section 4.3.1). For imperiled and locally important fish and wildlife species, monitoring protocols are established through the FWC's Wildlife Conservation Prioritization and Recovery (WCPR) program (Section 4.4.1). FWC staff may monitor additional fish and wildlife species when deemed appropriate. Invasive plant and animal species are also monitored as needed and appropriate (Section 4.5). Recreational uses are monitored through the FWC's Public Access Services Office (PASO) and work in conjunction with the establishment and adjustment of public access carrying capacities (Section 4.6.3). Cultural resources are monitored with guidance from the DHR (Section 4.9).

4.2.2 Florida Landscape Assessment Model

The FWC has developed the Florida Landscape Assessment Model (FLAM) as a Geographic Information Systems (GIS)-based assessment tool that incorporates a wide variety of landscape and wildlife species data. The FLAM evaluates the Florida landscape based upon important natural resources and habitat needs of wildlife as a way to identify ecologically significant lands in the state and to assess the potential impacts of management and land-use changes. The FLAM was developed to provide technical assistance to various local, regional, state, and federal agencies, and entities interested in wildlife needs and conservation in order to: (1) determine ways to avoid or minimize project impacts by evaluating alternative placements, alignments, and transportation corridors during early planning stages, (2) assess direct, secondary, and cumulative impacts to habitat and wildlife resources, and (3) identify appropriate parcels for public land acquisition for wetland and upland habitat mitigation purposes. The FLAM ranks habitat from a 0-10; a rank of 10 being of greatest value. The FLAM (2021) indicates that the BWWMA has a very high mean wildlife value of 9.4 (Figure 11).

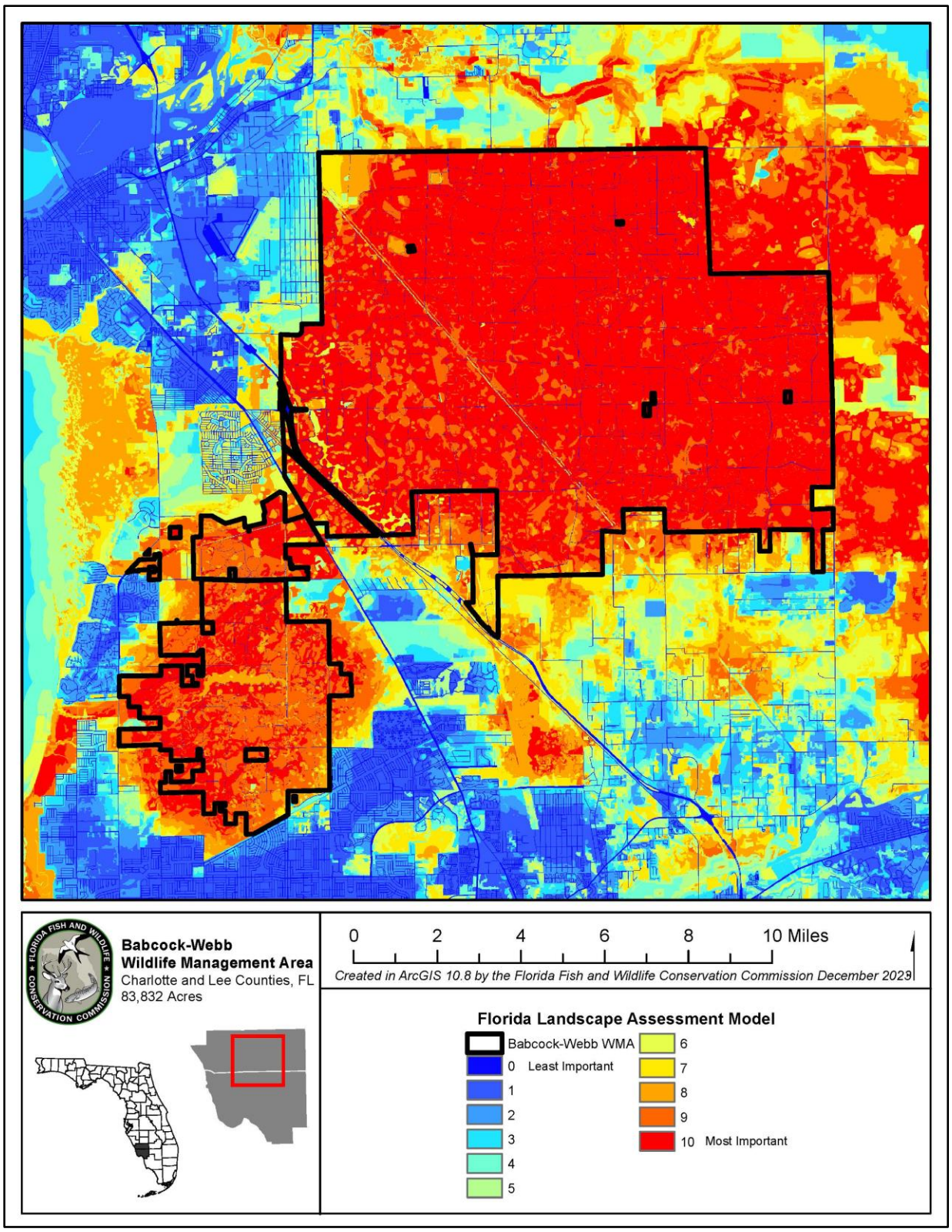

Figure 11. FLAM Map

4.2.3 Performance Measures

Performance measures include qualitative or quantitative measures used to provide an estimate or index of the characteristic of interest and to chart the overall progress of conservation actions towards specific goals. Successful monitoring programs and their associated performance measures provide natural resource professionals with valuable feedback on the effectiveness of conservation actions and make it possible to implement a more flexible adaptive management approach. An adaptive management approach ultimately will be more efficient and effective when it tracks inputs, incorporates an effective monitoring program that integrates performance measures, and evaluates results against desired goals.

4.2.4 Implementation

The BWWMA Management Plan serves as the guiding framework to implement this adaptive management process. It serves as the underpinning for the integration of management programs (OBVM, WCPR, Public Access Assessment, etc.) underway to accomplish needed conservation actions that are planned to manage the natural resources of the BWWMA and resolve conservation threats to fish and wildlife and the habitats they occupy. Based on evaluations of project results, the conservation actions are revised as necessary, and the adaptive management process is repeated.

4.3 Habitat Restoration and Improvement

On the BWWMA, the FWC will focus on managing for native habitat diversity, emphasizing maintenance of natural communities and restoration of disturbed areas. The BWWMA has functioning natural communities including mesic flatwoods, depression marsh, wet flatwoods, and dry prairie that the FWC will continue to manage and protect. The conservation of old growth forest remains an important management consideration when found on an area. On any disturbed upland sites, the FWC intends to continue natural community restoration. Restoration may be achieved on disturbed areas by the reintroduction of fire, restoring historic hydrological conditions, and/or the use of mechanical or chemical forest management techniques as appropriate.

4.3.1 Objective-Based Vegetation Management

The FWC uses a comprehensive resource management approach to improving FWC-managed areas. OBVM is a monitoring tool used by the FWC to monitor how specific vegetative attributes are responding to management.

The first step in implementing OBVM is to map the current, and in most cases the historic natural communities, on the managed area using the FNAI Guide to the Natural Communities of Florida. The FWC contracts with FNAI to provide these mapping services and plans to have natural community maps recertified for most areas on a five-year basis.

FNAI has conducted surveys and mapped the current and historic natural communities on the BWWMA. The most recent mapping update was completed in 2023. New acquisitions that have occurred on the area will be mapped for natural communities and altered land cover types during this planning period.

After natural communities have been mapped, FWC land managers will identify those natural communities that will influence and guide management decisions, known as the actively managed natural communities. The actively managed natural communities that are monitored on the Webb tract are mesic flatwoods, wet flatwoods, dry prairie, and wet prairie. Due to a different management history, the Yucca Pens Unit is monitored separately, with mesic flatwoods and wet flatwoods being monitored. Through OBVM monitoring, the FWC collects data on 12 specific structural attributes that are then compared to FNAI established desired future conditions (DFC) for each natural community. The DFCs are generally based on structural vegetation attributes collected from reference sites that were deemed to be a high-quality, and functioning example of the natural community being monitored and used for comparison purposes.

Overall, natural community mapping, OBVM structural sampling, and plant species lists provide FWC staff with data indicating natural community structure, distribution, and condition on the area. Comparing the monitoring results to DFCs provides important information on the structural condition and composition of a natural community at a given point in time. OBVM sampling is repeated every five years and comparisons with past OBVM monitoring data allows changes over time to be evaluated. This information is then used to guide and prioritize management efforts on the area.

4.3.2 Prescribed Fire and Fire Management

Periodic spring and summer fires occur in fire-adapted communities under natural conditions. Plant species composition reflects the frequency and intensity of these fires. In the absence of fire, fallow fields on former longleaf sites follow a successional pattern through mixed pine-hardwood forests to an exclusively hardwood community rather than to the original plant community. The plant species composition may differ slightly on poorer soils of the slash pine flatwoods, but the dominant role of fire in controlling hardwoods is equally important in either ecosystem.

Site-specific combinations of prescribed fire, mechanical and chemical vegetation control, reforestation, and restoration of natural water regimes are likely actions that will be needed to restore the area to historic natural communities.

The FWC employs a fire management regime to maintain or increase both species and habitat diversity and will continue a prescribed burning program on the BWWMA in accordance with natural community management objectives. As fire moves across a landscape, some areas carry fire better than others. Areas with higher fine fuel loads typically burn more evenly and with greater intensity. Areas with lower fuel loads or wetland areas typically will not carry fire as evenly and usually burn at a lower intensity. Employing a burning program with different fire frequencies, intensities, and seasonality (dormant season vs. growing season) of prescribed burns creates habitat diversity and a mosaic of vegetation patterns. This mosaic landscape will have characteristics of both frequently and infrequently burned areas, benefiting the greatest suite of flora and fauna.

On some areas, prescribed burning is limited by the buildup of mid-story brush and a lack of pyrogenic groundcover fuels. When extensive, this condition creates unsuitable habitat for many

wildlife species. Used in conjunction with prescribed fire, mechanical control of brush by roller chopping, mowing, shredding, or incidentally by equipment during timber thinning operations can reduce shading and encourage the grasses and forbs that best sustain prescribed fire. Mowing and roller chopping can be a valuable management tool, enabling the use of prescribed fires in areas heavily impacted by dense woody vegetation. However, used inappropriately, roller chopping may damage the herbaceous groundcover, especially wiregrass.

Whenever possible, existing firebreaks such as roads and trails, as well as natural breaks such as creeks and wetlands, will be used to define management units. Disk harrows, mowing, and foam lines will be used as necessary to minimize disturbance and damage created by fire plows.

The transitional areas between two adjacent but different natural community types are known as ecotones. Apart from wildfire suppression, mechanical soil disturbance in wetland ecotones will be avoided to protect habitats for important rare species that often occur between upland and wetland margins. Creation of firebreaks will be avoided in wetland margins unless necessary to defend the boundary of a managed area. When safe, fires are allowed to burn into the edges of marshes, swamps, and other wetlands to maintain these habitats. With some exceptions, such as scrub and scrubby flatwoods, most fire managed natural communities are best maintained, or improved, with fire returns of two to three years, preferably during the spring and early summer months when appropriate.

In addition to the general prescribed fire management guidelines described above, an area-specific Prescribed Burn Plan (Appendix 11.14) has been developed and implemented for the BWWMA. This plan includes, but is not limited to, delineation of burn management units, descriptions of prescribed fire methodology, safety, and smoke management guidelines. As further outlined in the area's Prescribed Burn Plan, the FWC plans to continue to conduct prescribed burning on the area's fire adapted communities, with a goal to bring and maintain 100% of the area being maintained with fire within the recommended fire return intervals during this planning period. Challenges that continue to impact the implementation of prescribed fire on the area are described further in Section 7. The continuing benefits of prescribed fire on the area's wildlife habitats, along with other ongoing habitat restoration activities that are being implemented on BWWMA, are described in more detail in Section 4.3.3.

4.3.3 Habitat Restoration and Improvement Activities and Accomplishments

Significant habitat management activities have taken place within many of the natural and altered communities on the BWWMA over the course of the previous management period beginning in 2014. As stated previously, all management units with fire-adapted natural communities will continue to be treated with prescribed fires, most on a repeated basis as established within the Prescribed Burn Plan. This has aided in the improvement and restoration of native groundcover and wildlife habitat throughout the BWWMA. Following is a list of the primary habitat restoration and improvement activities that have occurred on the BWWMA since 2014.

- Prescribed Burn Plan updated in 2024.
- 65,623 acres of the area's fire adapted communities have been treated with prescribed fire.

- Approximately 60,590 acres of the fire-adapted communities are maintained within the recommended fire return intervals.
- 12,066 acres have been mechanically treated including roller chopping, mulching, and mowing.
- 10,361 acres were roller chopped targeting areas with dense palmetto/gallberry components.

Continuing habitat management activities on the BWWMA will focus on enhancing natural communities, maintaining recommended fire return intervals for fire adapted communities, treating and removing invasive plant species, and controlling vegetation through mowing and roller chopping as needed. Invasive species control is more extensively discussed in Section 5.4. Further specific habitat management and improvement objectives planned for the BWWMA are described in Section 5.

4.4 Fish and Wildlife Management, Enhancement, and Population Restoration

Across the BWWMA, the size and diversity of natural communities create a mosaic that supports a wide variety of fish and wildlife species, including imperiled, game, and non-game species. The FWC uses the terms “listed and locally important species” to encompass imperiled species, as well as a select group of common species, that occur on the area and can help guide management activities. By managing the area’s natural communities for listed and locally important species, the area will benefit a host of other species that use these natural communities. To support this goal, the FWC emphasizes conservation, protection, and management of natural communities to protect and enhance populations of fish and wildlife found on the BWWMA. Natural communities vital to listed and locally important species on the BWWMA include mesic flatwoods, depression marsh, wet flatwoods, and dry prairie. Restoration and improvement of any altered communities to expand habitat on the BWWMA is also emphasized.

To guide species management on FWC-managed lands, the FWC takes a proactive, science-based approach in conjunction with input from species experts and individuals with knowledge of the area. Management practices are designed to restore, enhance, or maintain natural communities with an emphasis on the needs of locally important species. Locally important species will be managed for optimum richness, diversity, and abundance. This will be further augmented by following approved Federal and FWC Species Action Plans, guidelines, and other scientific recommendations for these species. Guided by these recommendations, land management activities including prescribed burning and timber thinning will further address locally important species requirements and habitat needs.

For listed and locally important species population monitoring, the FWC takes a tiered approach. Using taxa inventory monitoring and opportunistic observations, staff identify which species occur on the BWWMA and track diversity through time. In addition, when appropriate, staff monitor specific species to track population status. Wildlife experts help to identify the best monitoring approach for the area to inform how management is influencing the populations. Using this tiered monitoring approach, the FWC will gather information about the species using the area and how

select species are responding to management. Section 4.4.1 provides further information on FWC's comprehensive BWWMA Species Management Strategy for all listed and locally important wildlife and their respective habitats.

4.4.1 Locally Important Species: Wildlife Conservation Prioritization and Recovery

The FWC has identified the need to: 1) demonstrate optimal wildlife habitat conservation on FWC-managed lands; 2) develop science-based performance measures to evaluate management; 3) recover imperiled species; and 4) prevent future imperilment of declining wildlife species. To help meet these needs, the FWC uses a comprehensive resource management approach to maintain FWC-managed areas. Restoring the form and function of Florida's natural communities is the foundation of this management philosophy. The FWC uses the OBVM program to monitor how specific vegetative parameters are responding to management and uses the WCPR program to ensure management is having the desired effect on wildlife.

The WCPR program helps assess listed and locally important wildlife species' needs and opportunities, prioritize what the FWC does for listed and locally important species, prescribe management actions to aid in species recovery, prescribe monitoring to allow evaluation of the species' response to management, and ensure the information is shared with others. To determine specific management and monitoring actions needed for each species, the FWC considers the species' status on the area; the current condition of the area's natural communities; the amount and spatial arrangement of the species' potential habitat on the area and adjacent lands; the species' response to management; and any local overriding factors (e.g., status of species in the region, local declines, or extirpations). Staff then combine these assessments with area-specific management considerations to develop a Species Management Strategy for the area (Appendix 11.15). Each area-specific Strategy prescribes management actions to achieve and identifies monitoring to verify progress towards meeting desired outcomes. By providing the FWC managers with information on actions they should undertake, the FWC intends for the Strategy to assure the presence and persistence of Florida's native wildlife.

Through the actions of this program, the FWC facilitates fulfilling the needs of listed and locally important wildlife species on the BWWMA. In the long-term, by implementing the WCPR strategies on FWC-managed lands and continuing to assess wildlife species' needs, the FWC will continue to play an integral role in aiding the recovery of listed and locally important species and preventing the future imperilment of declining wildlife species.

4.4.2 Game Populations

The FWC intends to manage game populations on a sustained-yield basis to assure healthy game populations and a high-quality recreational experience. In general, game wildlife populations will be managed to provide continued recreational sport hunting and wildlife watching opportunities. However, some of the hunting opportunities may be regulated through a limited entry hunt program to ensure the persistence of viable game species populations, as well as hunter safety and satisfaction. The potential for conflicts among recreational activities and user groups will also be considered and continually monitored.

4.4.3 Nuisance Animal Species

The FWC also works to address nuisance animal species on the BWWMA. The FWC will continue to monitor impacts of nuisance animal species on the area and implement mitigation strategies as needed and appropriate.

4.4.4 Fish and Wildlife Management Activities and Accomplishments

During the previous planning period, the FWC conducted monitoring activities for five (northern bobwhite, white-tailed deer, red-cockaded woodpecker, bald eagle, Florida bonneted bat, and monitoring by inventory biologist) listed and locally important species on the BWWMA. Listed and locally important species projects will continue to be implemented in accordance with the WCPR Strategy. In addition to listed and locally important species activities, the FWC will continue to monitor and manage for game and nuisance animal species.

- Annual bald eagle nest monitoring has documented 4 active nests on Webb tract and 6 on Yucca Pens.
- In 2014, FWC successfully conducted northern bobwhite fall whistle surveys with 58 call points.
- From 2022-2024, FWC conducted a meso-mammal inventory where 11 target species were observed.
- From 2022-2024, FWC conducted a reptile/amphibian inventory where 35 target species were observed.
- 50 clusters of red cockaded woodpeckers were monitored annually.
- Swallow tail kite nest monitoring occurred annually; some nests observed in Yucca Pens tract.

4.5 Non-Native Species Maintenance and Control

With invasive species populations continuing to grow in Florida, the FWC takes a proactive and comprehensive approach to the monitoring and management of non-native plants and animals, as well as pests and pathogens, on FWC-managed areas. Non-native species are those species that do not originate from Florida. These species are often introduced as a result of deliberate or accidental human activities and are closely monitored by the FWC for potential future impacts. If a non-native species is found to cause or is likely to cause environmental or economic harm to humans, it is then classified as an invasive, as such this Management Plan uses the term “invasive” where appropriate. On the BWWMA, the FWC has established a variety of control measures for the management of any found non-native plant and animal species as further outlined in Section 4.5.1 and 4.5.2 of this Management Plan.

4.5.1 Non-Native Plant Species

The FWC will continue efforts to control the establishment and spread of FISC Category I and II plants on the BWWMA while using the most current control technologies, which may include mechanical, herbicide, and biological control. Treatments utilizing herbicides will comply with instructions found on the herbicide label and employ the Best Management Practices and current control technologies for their application. More information regarding herbicides used on FWC’s lead managed areas can be found here: https://edis.ifas.ufl.edu/pdf%5CWG%5CWG20900.pdf

During the previous planning period, a number of control activities have occurred (Section 4.5). FWC staff strive to either eradicate infestations or achieve maintenance condition. Maintenance condition is defined as having a given area/acreage with invasive species infestations reduced to a level where no ecological harm will occur by skipping any treatment for a period of one- to several-years, depending on the species. Maintenance condition is not necessarily synonymous with eradication, which is usually impractical to achieve.

Maintenance rotation intervals for invasive plants vary greatly by species. Generally, woody species that form canopies will need a thorough initial treatment and a follow-up treatment the next growing season. Thereafter, the retreatment rotation will need to follow seed germination and seedling/sapling regrowth patterns, with subsequent treatments being necessary every 2-10 years, depending on initial infestation level, seed bank presence, and likely new dispersal into the area from neighboring populations of these species. Woody species that dominate the midstory will need a treatment regimen similar to those that form canopies, except the subsequent retreatment rotation would be every 2-5 years.

Herbaceous species that can affect the midstory and canopy including vines, weak lianas, and climbing ferns need to be detected and treated as early as possible. These need to have an aggressive initial treatment, followed by yearly treatments, until the populations no longer affect the midstory. At this point, a two- to three-year rotation, with treatment as necessary, will keep these infestations in maintenance condition.

Herbaceous and weakly woody species that only dominate the groundcover can be particularly challenging. This group is diverse and includes species such as tropical soda apple, coral ardisia, Caesar weed, cogongrass, and Guinea grass. The rotation intervals can vary from treatments once every two- to three-years (for coral ardisia), to annual treatments, to as many as four treatments in a growing season depending on the species. For this reason, rotation intervals for these species should be developed in coordination with the FWC's Invasive Plant Management Section. Infestations requiring multiple treatments in a growing season should also be mapped individually, because their treatment plans may differ from the rest of the invasive plants in any given unit.

The FWC will continue to focus control and maintenance activities on areas identified as having invasive plant occurrences, as well as treating any new occurrences as they are identified through continued monitoring activities. Natural disasters such as tropical cyclones, flooding, wildfire, and drought can both negatively and positively impact maintenance rotation of an area and affected acreage should be re-surveyed following any of these events to reassess the maintenance state of the area.

The degree of maintenance effort for invasive plant occurrences often varies substantially by species; level of disturbance; environmental conditions; other land management activities such as timber harvesting, groundcover restoration, etc.; and also the status of ongoing eradication and control efforts. FWC staff will make special effort to treat invasive species in coordination with mechanical treatments and prescribed fire, so optimal results are achieved. Treatment strategies

for invasive plants will be adjusted over time as conditions change on the BWWMA. Changes may include hydrological restoration, wildfire, and reintroduction of endangered plant/animal species.

Additionally, the FWC will continue efforts to control the introduction of non-native species, as well as pests and pathogens, on the BWWMA by requiring all personnel, both contracted and internal, to follow the FWC Decontamination Protocol. The BWWMA has a designated site which can be used for decontamination of both equipment and personnel to allow for a proactive approach to controlling new introductions.

FWC area staff will continue to work closely with FWC's Invasive Plant Management Section for guidance and assistance on treatments and management of invasive species on the area. For areas on the BWWMA that require treatments for aquatic based invasive species, FWC area staff will work closely with both FWC's Invasive Plant Management Section and FWC's Aquatic Habitat Conservation and Restoration Section for assistance and guidance on aquatic plant control.

4.5.2 Non-Native Fish and Wildlife Species

The FWC continues to work towards minimizing the adverse impacts of non-native fish and wildlife species in Florida. A non-native species may be considered invasive if it causes or is likely to cause adverse impacts to Florida's ecology, economy, or human health and safety. Minimizing adverse impacts is accomplished through prevention, early detection, rapid response, control and management, and education and outreach. Early detection and rapid response are a critical defense against the establishment of invasive fish and wildlife. The FWC monitors and removes non-native species, responds to new invasions, and continues to assess the risk of species not yet present in our state. Rule 68-5, F.A.C., Federal Lacey Act, and certain F.S. govern the importation, possession, and use of non-native fish and wildlife. Rule 68-5, F.A.C., identifies Conditional and Prohibited non-native species in Florida. More information on these regulations can be found here: https://www.fws.gov/injuriouswildlife/ and https://www.flrules.org/gateway/chapterhome.asp?chapter=68-5. Conditional species (formerly referred to as restricted species) and Prohibited species are considered to be dangerous to Florida's native species and habitats and could pose threats to health and welfare of the people of Florida or the economy. The FWC relies on monitoring efforts and current science including risk determination, supplemental documentation, and research to identify possible invasive species. In order to further assist the FWC's effort on non-native fish and wildlife identification and removal, the FWC encourages the public to utilize the FWC's Exotic Species Hotline at 888-Ive-Got1 (483-4681) or to visit www.IveGot1.org to report observations of non-native species. More information on these public reporting options and other components of the Wildlife Impact Management Section's Nonnative Fish and Wildlife Program can be found here: https://myfwc.com/wildlifehabitats/nonnatives/.

To address the presence of non-native fish and wildlife on the BWWMA, FWC area staff will continue to work closely with FWC's Wildlife Impact Management Section for guidance and assistance. The FWC also relies on public assistance and participation in the control of non-native fish and wildlife species. Executive order 23-16 authorizes the lethal take and removal of non-native reptiles on 32 FWC-managed lands. Trappers and nuisance wildlife control operators can

also apply for an eradication and control permit to assist in the capture of prohibited species on private and public lands including WMAs. More information on this permit process can be found here: https://myfwc.com/wildlifehabitats/nonnatives/rule-development/trappers/. Due to the growing concern related to the impacts of several invasive species, the FWC and partners take a proactive and coordinated approach towards the removal of these harmful non-native species.

An invasive animal species of concern throughout the state and on the BWWMA is the wild hog. These animals have high reproductive rates, and when populations reach high densities, wild hogs can significantly degrade natural communities through foraging activity (rooting). The FWC will consult with other regional natural resource managing agencies and private landowners to coordinate wild hog control measures as necessary. Wild hog populations on BWWMA are managed by hunts during the archery, general gun, and muzzleloading gun seasons.

4.5.3 Non-Native Species Activities and Accomplishments

Invasive plant species known to occur on the BWWMA are shown in table 5. During the previous planning period, FWC staff have worked to survey and control non-native plant and wildlife species found on the BWWMA. Following is a list of activities the FWC accomplished during the last planning period as well as activities that are still ongoing. Non-native species objectives and challenges for the BWWMA for the next 10 years are further detailed in Sections 5-6.

- 74,000 acres have been placed into maintenance rotation.
- Approximately 80% of BWWMA is considered as having achieved maintenance condition.
- An estimated 20% of the BWWMA remains to be surveyed, monitored, and treated as appropriate, as guided by the FWC's Invasive Plant Management Section.
- The FWC continues to offer hunts for control of the wild hog population.

4.6 Public Access and Recreational Opportunities

To facilitate fish and wildlife-focused outdoor recreational opportunities on the area, the FWC has continued to establish and maintain camping facilities, a shooting range, a field trials compound, a check station, boat launches, fishing docks, informational kiosks, picnic shelter facilities, and several miles of trails. The FWC also offers additional opportunities to enhance public access and recreation through statewide programs. The FWC hosts annual events on WMAs throughout the State. Events are designed to help Florida residents and visitors discover some of Florida's best spots to see wildlife and enjoy the outdoors. For more information on the numerous recreation opportunities the FWC offers on all areas visit: https://myfwc.com/recreation/.

In addition to recreation opportunities on the BWWMA,1,280 acres of BWWMA are currently leased to the Boy Scouts of America where camping and other recreational activities occur.

Further planned public access, recreational, and educational opportunities on the area are detailed in Section 7. Ongoing public access and recreational opportunity management challenges are addressed in Section 8. In addition, the FWC will implement activities in accordance with the BWWMA Public Access Assessment.

4.6.1 Americans with Disabilities Act

When public facilities are developed on areas managed by the FWC, every effort is made to comply with the Americans with Disabilities Act (ADA) (Public Law 101-336). As new facilities are developed, the universal access requirements of this law are followed in all cases except where the law allows reasonable exceptions. Recreation facilities in semi-primitive or primitive zones will be planned to be universally accessible to the degree possible except as allowed by the ADA[7] where:

1. Compliance will cause harm to historical resources or significant natural features and their characteristics.
2. Compliance will substantially alter the nature of the setting and therefore the purpose of the facility.
3. Compliance would not be feasible due to terrain or prevailing construction practices.
4. Compliance would require construction methods or materials prohibited by federal or state statutes, or local regulations.

4.6.2 Public Access Assessment

The FWC has adopted a comprehensive approach to the planning and administration of fish and wildlife-focused public outdoor recreational opportunities for the BWWMA. To accomplish this, the FWC will develop a Public Access Assessment for the BWWMA that will be used to further guide the design and development of appropriate infrastructure and interpretive materials that will support the recreational use of the area by the public. This Public Access Assessment will include information on local area demographics, natural features, and wildlife characteristics of BWWMA that contribute to high-quality sustainable outdoor recreation experiences, assessment of current infrastructure, volunteer program opportunities, and interpretive themes.

4.6.3 Public Access Carrying Capacity

Baseline carrying capacities for users on the FWC-managed lands are established by conducting a site-specific sensitivity analysis using available data for the site. The intent of the carrying capacity analysis is to minimize wildlife and habitat disturbance and provide the experience of being “immersed in nature” that visitors to the FWC-managed areas desire. Carrying capacities are just a first step; management of recreational use requires a means of monitoring visitor impacts. Responding to these impacts may require adjusting the carrying capacities as necessary. The carrying capacities generated through this process are used as a tool to help plan and develop public access, wildlife watching, and fish and wildlife-focused public outdoor recreation opportunities. Based on an analysis of the overall approved uses and supported public access user opportunities and the anticipated proportional visitation levels of the various user groups, the FWC has determined that the BWWMA can currently support 2,060 visitors per day. It is important to note that public access carrying capacities are not developed to serve as a goal for expanding the public use of a particular area to match the established carrying capacity. Rather, they are developed to establish maximum thresholds for public use of the respective area in order to protect the natural and cultural resources on the BWWMA and to ensure that visitors will have a high-quality visitor experience. The public access carrying capacity will be periodically reevaluated, and additional capacity may be contemplated.

4.6.4 Public Access and Recreational Activities and Accomplishments

During the previous 10-year planning period, the FWC completed several public access and recreational improvements and enhancements on the BWWMA, including:

- Converted two shelters along Webb Lake for ADA Accessibility.
- Added an entrance package at Yucca Pens that includes accessible parking and kiosk.
- Constructed box culverts on Yucca Pens to facilitate access to northern parcel.
- Added accessible campsites to campground.
- Designated camp spaces for reservation system.
- Added one vault toilet with accessible parking.
- Retrofitted two existing vault toilets for accessibility.

4.7 Hydrological Preservation and Restoration

FWC staff will work towards implementing hydrological restoration and improvement activities as recommended by the area's hydrological assessments (i.e., 1984 hydrological assessment, Charlotte Harbor Flatwoods Initiative, grant-funded modeling). Some recommendations may not be feasible during this planning period due to funding and potential adjacent land impacts. However, during this planning period staff will work to improve and repair existing culverts and low water crossings, as well as install any new culverts or low water crossings, as appropriate.

Currently, staff continue to communicate and collaborate as needed with the SFWMD, SWFWMD, and the DEP on any ground or surface water quality or quantity monitoring. The FWC will cooperate with the DEP and the Water Management Districts to develop and implement any surface water quality and quantity monitoring protocols for the BWWMA. In this capacity, the FWC will primarily rely on the expertise of the Water Management Districts and the DEP to facilitate these monitoring activities as needed. If necessary, the FWC may independently conduct or contract for water resource monitoring on the BWWMA, as guided by the DEP and the Water Management Districts.

4.7.1 Hydrological Preservation and Restoration Activities and Accomplishments

During the previous 10-year planning period, the FWC completed several hydrological restoration and improvement activities on the BWWMA, including:

- Continued restoration of sloughs on the area through regular management activities.
- Added ditch blocks for minor restoration on the Yucca Pens.
- Partnered with the Coastal & Heartland National Estuary Partnership (CHNEP) to receive a $650,000 grant to design and permit initial hydrologic restoration of Yucca Pens.
- Completed the design and permitting of the Bond Farms Hydrologic Impoundment.
- Conducted ongoing water monitoring on Bond Farms and the BWWMA region water model to support the Charlotte Harbor Flatwood Initiative (CHFI).
- Working with partners secured $38 million in Natural Resource Damage Assessment funding to construct the Bond Farm Hydrologic Impoundment and $0.5 million to design and permit a lift station to pump water from Bond Farms to Yucca Pens should the requisite easement be acquired.
- Began construction of box culverts along Seaboard Grade to provide access across a ditch and repair erosion due to off-road vehicles (ORV).

4.8 Forest Resource Management

A Timber Assessment of the timber resources of the BWWMA will be conducted if needed by the FFS, or a contracted professional forester. The management of timber resources will be considered in the context of the Timber Assessment and the overall land management goals and activities.

Pursuant to OBVM management goals, the FWC will continue to manage timber resources for wildlife benefits and natural community restoration. Management activities including the use of timber thinning and harvesting may be utilized. The primary management technique for encouraging reforestation is protection of young trees and seedlings on these sites from damage. However, where natural regeneration is lacking, artificial reforestation may be implemented. Planting trees on these selected sites is used to increase the rate of reforestation and to ensure diversity. Forested wetlands are managed for stands with old growth characteristics. Snags, when possible, will be protected to benefit cavity-nesting species.

4.8.1 Forest Resource Management Activities and Accomplishments

During the previous 10-year planning period, the FWC completed several forest resource management activities on the BWWMA, including:

- Harvested timber on approximately 7,000 acres.
- Planted approximately 625 acres of South Florida slash pine.

4.9 Cultural Resources

A review of the FMSF indicates that six cultural resources have been recorded on the BWWMA (Section 2.8). Additionally, 17 cultural resource surveys have been conducted on the area. In cooperation with the DHR, the FWC will continue to monitor and report on all recorded sites annually.

The FWC will consult with the DHR to determine the procedures necessary to identify, assess, and preserve any unrecorded or unevaluated cultural resources that may be present within the BWWMA. In addition, the FWC will ensure area management staff has the latest DHR Archaeological Resource Management (ARM) training. The FWC will follow the DHR's *Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties*, and, in accordance with Sections 267.061(2)(a,b), F.S., the FWC will consult with and allow the DHR a reasonable opportunity to comment prior to any undertaking that may impact historic properties. Furthermore, should any previously unidentified resources be located on the BWWMA, the FWC will prepare and submit all necessary documentation to the FMSF.

4.9.1 Cultural Resource Management Activities and Accomplishments

During the previous planning period, no significant management activities or changes to the existing cultural resources on the area have occurred other than annual monitoring of sites.

4.10 Capital Facilities and Infrastructure

The FWC's land management philosophy is designed to conserve the maximum amount of wildlife habitat while providing the minimal number of capital facilities and infrastructure necessary to effectively conduct operational and resource management activities and provide ample opportunities for fish and wildlife-focused public outdoor recreation. For these reasons, planned capital facilities and infrastructure will focus on improving access, recreational potential, hydrology, or other resource and operational management objectives.

Current capital facilities and infrastructure on the BWWMA include an office compound, three state residences for staff, camping facilities, a shooting range, a field trials compound, a check station, three boat launches, picnic shelter facilities, Webb Lake fishing dock, two informational kiosks, parking, a Boy Scout camp, approximately 15 miles of trails, and approximately 139 miles of roads. As described in Section 4.6.1 of this Management Plan, for any public facilities that are developed on areas managed by the FWC, every effort is made to comply with the ADA Act (Public Law 101-336). Maintenance and improvement activities of current and future capital facilities are further outlined in Section 5.9.

4.10.1 Capital Facilities and Infrastructure Activities and Accomplishments

During the previous 10-year planning period, the FWC completed several capital facilities and infrastructure improvements on the BWWMA, including:

- Constructed one new office building.
- Upgraded one pole barn.
- Constructed a new pole barn in the office complex.
- Added gutters and stormwater drainage at existing shop to connect with retention pond.
- Added two trailer pads for workforce housing complete with water, sewer, and electric hook ups.
- Raised existing home in the office complex to prevent flooding.

4.11 Land Conservation and Stewardship Partnerships

Landscape conservation is an approach that brings people together across geographies, sectors, and cultures to collaborate on connecting and conserving our diverse landscapes at a large scale – across public and private lands and regardless of political and jurisdictional boundaries. The goals of conservation at the landscape scale are to **conserve** ecosystems, habitats, and species on a large scale and across all borders. Landscape conservation can only be fully achieved by pooling together resources and **connecting** staff, partners, and stakeholders to **collaborate** on conservation at the larger landscape scale.

The end goal is a resilient and adaptive landscape and economy that can support future generations of Floridians. Thriving landscapes and habitats produce a range of benefits such as protecting our water and air, mitigating climate change, and providing habitat for fish, wildlife, and plants. In addition, productive landscapes power local and regional economies by supporting sustainable activities including fishing, farming, ranching, forestry, recreation, and tourism. Maintaining these benefits as Florida is facing ever-increasing significant land and water issues is paramount. Population growth, habitat loss and fragmentation, land use changes, non-native

species, water crises, and climate change can threaten Florida's future. To successfully manage these challenges for the long term, there is a growing need for conservation work to be done at a larger scale and with multiple partners that can pool their resources and incorporate best scientific practices.

4.11.1 FWC's Landscape Conservation Strategic Initiative

Ensuring Florida's natural resources are conserved for future generations and following a legacy of successful conservation efforts, the FWC Landscape Conservation Strategic Initiative (LCSI), which ran from 2020 to 2024, served as the catalyst guiding and informing the FWC's strategic conservation measures. Now in effect, the September 2021 Landscape Conservation policy defines a holistic conservation approach with guidelines supporting statewide implementation of landscape conservation goals and procedures. The primary goal of the initiative was achieving large-scale, long-lasting, and cost-effective conservation outcomes, as well as cultivating strong partnerships with government agencies, conservation organizations, private landowners, academic institutions, and other stakeholders. The landscape conservation efforts include proactive and future-focused planning that is multi-jurisdictional and multi-purpose. FWC staff are implementing the concepts of landscape conservation through the Regional C3 (Connect, Collaborate, and Conserve) Process. Using a variety of tools, FWC staff work to prioritize land acquisition, management actions, and partnership opportunities within identified target conservation areas. As informed by the initiative, the FWC area managers and locally operating biologists implement landscape conservation strategies and track the results.

4.11.2 Decision Support Tools

Florida Conservation Blueprint

The Florida Conservation Blueprint (Blueprint) is a spatial plan that identifies shared conservation priorities across Florida. The Blueprint was developed by the Peninsular Florida Landscape Conservation Cooperative for the cooperative, incorporation of strategies from a suite of partners. The Blueprint supports spatial conservation planning to inform conservation actions and investment. The Blueprint provides planners and managers across organizations the opportunity to align their efforts to protect fish and wildlife habitat, improve quality of life for people, and develop strong economies. The Florida Conservation Blueprint can be accessed from the Florida Conservation Planning Atlas. The FWC uses the Blueprint to help guide and prioritize landscape conservation actions and acquisition opportunities (Figure 12).

Other Decision Support Tools

There are additional data and tools that have been developed as decision support tools for identifying and prioritizing areas for conservation action as well as to guide resource (i.e., time, staff, and funding) allocation. These tools include, but are not limited to, FLAM (Section 4.2.2), Critical Lands and Water Identification Project, the Florida Ecological Greenways Network, FNAI element occurrences database, Simple Map Viewer, Fire Map Viewer, Florida Springs Dashboard, Climate Adaptation Explorer, and the Florida Ecological Report Cards. Tools and supporting data can be found at www.FNAI.org or on the Florida Conservation Planning Atlas.

4.11.3 Conservation Stewardship and Partnership Opportunities

Private Lands Partnerships

The FWC recognizes the interconnected needs of protecting and enhancing private property values and rights and creating new markets and economies that support the conservation value of private working lands. Private landowners seeking assistance with habitat management will likely find it offered within the FWC Landowner Assistance Program (LAP). The FWC LAP program provides many opportunities for conservation minded landowners to obtain the assistance and advice of FWC staff and programs for improving land conservation practices on their lands. The LAP routinely conducts workshops for interested landowners to interact with FWC staff and learn how they may participate in the program. The FWC employs biologists who are available to provide wildlife-related assistance with land use planning and habitat management. In addition, the LAP works with landowners to enroll in the Natural Resources Conservation Service conservation cost-share programs in order to assist with implementation of wildlife friendly practices. There are many forms of assistance that include technical, financial, educational, and various forms of recognition that seek to reward landowners who manage their wildlife habitat responsibly. At the time of the plan development, no specific land stewardship workshops had been conducted for landowners adjacent to the BWWMA. The FWC will continue to evaluate the level of interest and efficacy of providing technical assistance to adjacent private landowners on enhancing the conservation management of their lands. More information on the FWC's LAP program and online habitat management tools are available online at: http://myfwc.com/conservation/special-initiatives/lap/.

Landscape Conservation Partnerships

The FWC will continue to work with partners including government entities, private organizations, and academic institutions on collaborative landscape conservation efforts and acquisition opportunities. Potential partners for the BWWMA and surrounding areas include SFWMD, SWFWMD, FDACS-FFS, USFWS, Charlotte County, Lee County, DEP, CHNEP, CHFI, the Conservation Foundation of the Gulf Coast, and other organizations and potential grant program opportunities. The FWC will continue to commit staff time and other resources to regularly providing information to partners regarding landscape conservation science, opportunities, and progress.

At the BWWMA, staff have coordinated with the CHFI and CHNEP to conduct hydrological restoration as hydrological issues on the BWWMA impact—and are impacted by—the hydrology of the surrounding region.

4.11.4 Land Acquisition

Using identified tools outlined previously, the FWC works to identify lands within or adjacent to FWC-managed areas that are important for the conservation of fish and wildlife, serve as a link or corridor to other publicly owned property, enhance the protection or management of the property, have the potential to create a more manageable boundary configuration, or have a high resource value that would otherwise be unprotected. Preservation of these lands can be accomplished through fee-simple or less-than-fee acquisition. The FWC works to pursue these

opportunities through the FWC Additions and Inholdings Acquisition program, supporting DEP/Board of Trustees acquisition and addition of lands within the Florida Forever program, and continued partnership with other agencies and private organizations on acquisition of identified lands.

Less-Than-Fee Acquisition

Less-than-fee acquisitions, also known as conservation easements, are voluntary agreements between a landowner and government agency or conservation organization that acquires certain rights to a landowner's property for long-term conservation of the land, while the landowner still retains ownership of their property. The agreement is designed for landowners to continue to manage their land to maintain a working landscape in a manner that also enhances the conservation benefits provided by their land. These voluntary agreements to conserve land support the goals of landscape conservation. Less-than-fee acquisition is not only a means of conserving land but is also a cost-effective means for governmental and non-governmental organizations to protect land, while also providing economic and tax benefits to the landowner and local economy.

Fee-Simple Acquisition

Fee-simple acquisition is the process of acquiring complete ownership of the land. Fee-simple acquisition can be accomplished through the State's Florida Forever program or through grant programs and acquisition partnerships. The Florida Forever program is a land acquisition program with the purpose of conserving natural and cultural resources throughout the State. The DEP, as staff to the Board of Trustees, oversees the program. The Florida Forever program replaced the Preservation 2000 program, and since these programs' inception, nearly three million acres have been conserved throughout the State.

FWC's Additions and Inholdings Acquisition Program

Per F.A.C. 18-2.021, the FWC identifies parcels located directly in or adjacent to the subject area which can be recommended for acquisition through the FWC Additions and Inholdings Acquisition program. Several properties, equaling approximately 12,727 acres, have been identified for recommended acquisition under the auspices of the FWC's Additions and Inholdings Acquisition program for the BWWMA (Figures 12). Consistent with Florida Forever program criteria, parcels on the list have been ranked High, Medium, or Low priority based on a score generated by a GIS-based resource evaluation model, along with technical input from FWC staff. The order of acquisition priority may be changed as necessary based on factors including available funding necessary to complete a particular acquisition project, changing development pressures, landowner willingness, funding partnerships, unique acquisition opportunities like bargain sales (less than 80% of appraised value), and donations.

The FWC Additions and Inholdings Acquisition List is updated through time, thus staying up to date for land ownerships, County parcel records, land conservation opportunities, and evolving management challenges. The FWC frequently analyzes, evaluates, and prioritizes its recommended conservation actions in a systematic, comprehensive, and consistent manner over time. At this time, the FWC often recommends fee-simple acquisition of the lands on the FWC Additions and Inholdings Acquisition List for the BWWMA to optimize the conservation of fish and

wildlife, public access and use, and overall resource and operational management of the area. However, as mentioned previously, the FWC may also pursue less-than-fee acquisition with adjacent landowners. It should be noted that landowner preference is often the key element in determining whether to pursue a fee-simple or less-than-fee acquisition.

Parcels on the FWC Additions and Inholdings Acquisition List will be acquired if possible, according to their priority ranking for acquisition, as funding availability allows and based on the landowner's willingness to sell their lands. Participation in any FWC acquisition is entirely voluntary and at the sole discretion of willing landowners. The FWC also continues to assist and support the DEP/Board of Trustees in the acquisition or recommend acquisition of the remaining lands within the Charlotte Harbor Estuary and Charlotte Harbor Flatwoods Florida Forever projects as essential to the long-term conservation of wildlife and other elements important to the ecosystem function on the BWWMA.

Alternative Options

Along with the several land acquisition options described previously, alternative land protection methods are also available. The state accepts donations of land, life estate, and first-right-of-refusal. Life estate is an alternative that allows a landowner to reside on their property during their lifetime, however, ensures state ownership after passing. Additionally, there is also the option that a landowner could offer the state a first-right-of-refusal. After a first offer is denied by a landowner, the first-right-of-refusal option provides the state with a chance to purchase the land in the future. The state offers several alternative possibilities to obtaining the rights and/or ownership to land for conservation purposes, which furthers conversation-based goals and objectives for Florida's future.

4.11.5 Landscape Conservation Activities and Accomplishments

During the previous 10-year planning period, the FWC has worked to advance landscape conservation partnerships and pursue potential acquisition opportunities. The State has acquired 1,549 acres since 2014 that have been added to the BWWMA.

The FWC is also a partner of the CHFI for the purpose of restoring natural drainage across the Gator Slough Watershed with water that has been unnaturally impounded on BWWMA.

- FWC continued to collaborate with DEP on inholding and addition purchases to add to the BWWMA.
- FWC coordinated with partners and agencies on important acquisitions in the vicinity.
- FWC coordinated with partners of the CHFI.
- FWC coordinated with partners of the Florida Wildlife Corridor Foundation for the purpose of permanently connecting, protecting, and restoring the Florida Wildlife Corridor, a statewide network of connected lands and water that supports wildlife and people.

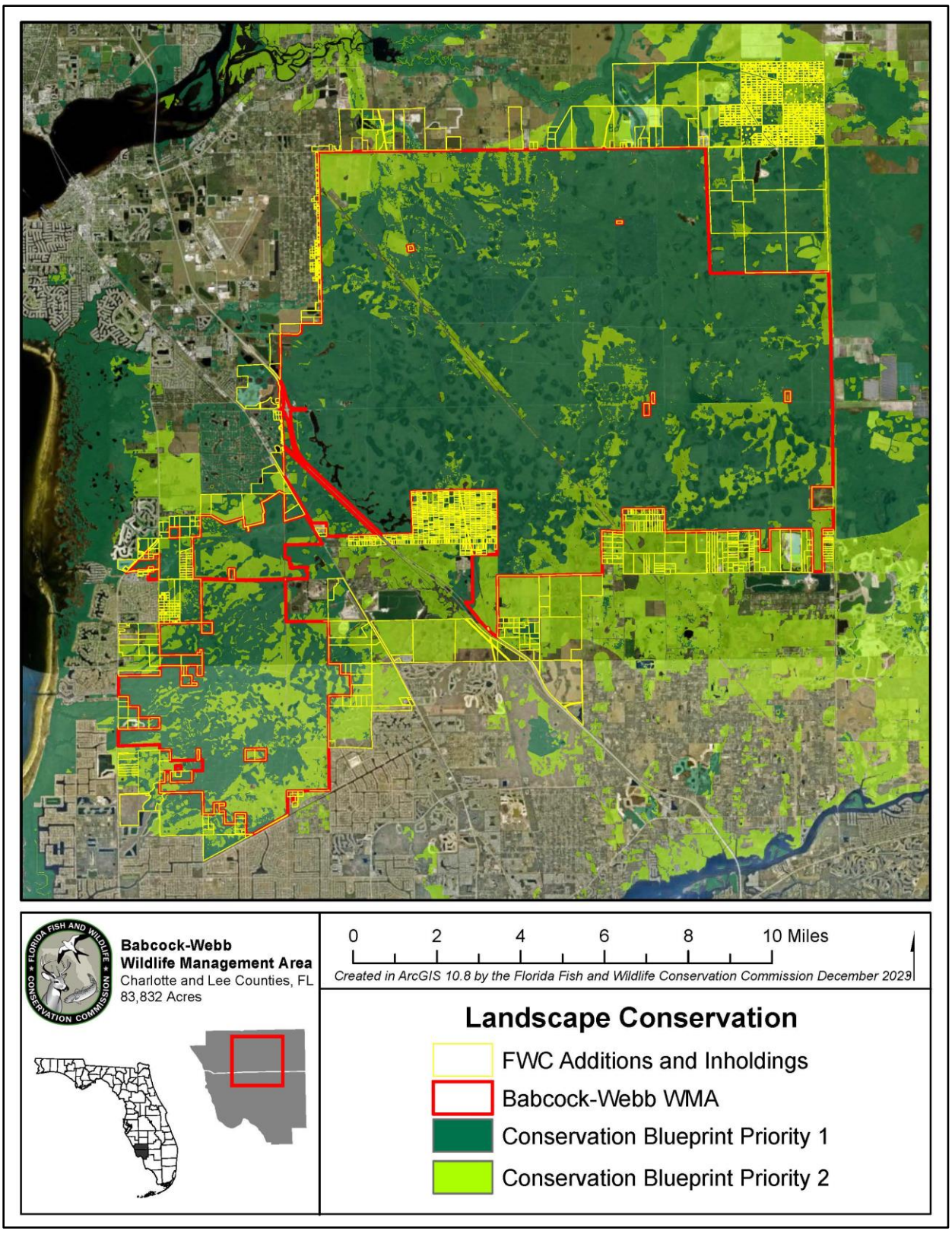

Figure 12. Landscape Conservation Blueprint and Additions and Inholdings

4.12 Research Opportunities

The FWC intends to cooperate with researchers, universities, and others as feasible and appropriate. For the BWWMA, the FWC will continue to assess and identify research and environmental education partnership opportunities as appropriate. Research proposals involving the use of the area are evaluated on an individual basis. All research activities on the BWWMA must have prior approval by the FWC. During the previous 10-year planning period, FWC completed the following:

- Collaborated with University of Florida (UF) and the Institute of Food and Agricultural Sciences on an Argentine black and white tegu study.
- Collaborated with Fish and Wildlife Research Institute, University of Florida, and National Wild Turkey Federation on a wild turkey study.
- Collaborated with USDA - Agricultural Research Service Invasive Plant Research Lab on a melaleuca study.
- Collaborated with UF on Florida bonneted bat projects.

4.13 Cooperative Management and Special Uses

4.13.1 Cooperative Management

The FWC is responsible for the overall management and operation of the BWWMA as set forth in the lease agreements with the Board of Trustees and the deeds held by the FWC. In keeping with the lease agreements, and in order to conduct management operations in the most effective and efficient manner, the FWC cooperates with other agencies to achieve management goals and objectives described in this Management Plan. These include cooperating with the DHR to ensure the requirements of the *Management Procedures Guidelines - Management of Archaeological and Historical Resources* document is followed with regard to any ground-disturbing activities. In addition, the FFS is a designated cooperating agency and assists the FWC by providing technical assistance on forest resource management. Also, the FWC cooperates and consults with the SFWMD, SWFWMD, and DEP for the monitoring and management of both ground and surface water resources and the overall management of the BWWMA.

4.13.2 First Responder and Military Training

First-responder (public governmental police department or agency, fire, and emergency medical service personnel) training and military training are conditionally allowed on the BWWMA. Such activities are considered allowable uses only when undertaken intermittently for short periods of time and in a manner that does not impede the management and public use of the BWWMA and cause no measurable long-term impact to the natural resources of the area. Additionally, FWC staff must be notified and approve the training through issuance of a permit prior to any such training taking place on the BWWMA. Any first-responder or military training that is not low-impact, intermittent and occasional would require an amendment to the Management Plan, and therefore will be submitted by the FWC to the DSL and ARC for approval consideration prior to authorization.

4.13.3 Cattle Grazing

As noted above, cattle grazing has occurred at BWWMA since before state acquisition of the property. Prescribed grazing is a controlled harvest of vegetation by grazing and browsing animals. Cattle grazing helps to maintain open areas and create a mosaic of habitats by creating edge. By maintaining open areas, succession of woody plants and palmettos is dramatically decreased. This has been proven to be beneficial for deer, turkey, and northern bobwhite. The FWC has capped stocking rates at 50% of the recommended stocking rates determined by a forage assessment of BWWMA's pasture areas. The objectives of the prescribed grazing plan are to improve and/or maintain an optimum level of the native forages and assist in the reduction of biomass. The primary forage species in the mesic and wet flatwoods of BWWMA is wiregrass.

4.13.4 Apiaries

Currently, there are two apiaries operating on the BWWMA. Use of apiaries is conditionally approved for the BWWMA and is deemed to be consistent with purposes for acquisition, is in compliance with the Conceptual State Lands Management Plan, and is consistent with the FWC agency mission, goals, and objectives as expressed in the FWC Agency Strategic Plan (Appendix 11.12). Location, management, and administration of apiaries on the BWWMA will be guided by the FWC Apiary Policy (Appendix 11.13).

4.14 Climate Change

Florida's unique ecology and topography make impacts from climate change particularly acute and likely to affect multiple economic, agricultural, environmental, and health sectors across the state. The impact of climate change on wildlife and habitat is already occurring, from eroding shorelines and coral bleaching to increases in forest fires, severe weather events, and saltwater intrusion into inland freshwater wetlands.

The Intergovernmental Panel on Climate Change (IPCC), a multi-national scientific body, reports that climate change is proceeding at a rate where there will be unavoidable impacts to humans, wildlife, and habitat. Given current levels of heat-trapping greenhouse gas emissions, shifts in local, regional, and national climate patterns including changes in precipitation, temperature, increased frequency and intensity of extreme weather events, rising sea levels, tidal fluctuations, and ocean acidification are projected to accelerate. The average global temperature has increased in recent decades, and continued greenhouse gas emissions may result in projected global average increases of 2 –11.5° F by the end of the century.[9]

This apparent change in global climate is likely to disrupt natural processes; in some areas, climate change may cause significant degradation of ecosystems that provide services such as clean and abundant water, sustainable natural resources, and protection from flooding, as well as hunting, fishing, and other recreational opportunities. Consequently, climate change is a challenge not only because of its direct effects, but also because of its potential to amplify the stress on ecosystems, habitats, and species from existing threats such as exponential increases in surface and ground water use, habitat loss due to increased urbanization, introduction of invasive species, and fire suppression.

Potential impacts that may be occurring as a result of climate change include: change in the timing of biological processes, such as flowering, breeding, hibernation, and migration; [10, 11, 12] more frequent invasions and outbreaks of invasive species;[13] and loss of habitat in coastal areas due to sea level rise.[14] Some species are projected to adjust to these conditions through ecological or evolutionary adaptation, whereas others are projected to exhibit range shifts as their distributions track changing climatic conditions. However, the highly developed Florida coastline and significant projected urban growth in the state in coming decades is likely to make it difficult or impossible for many species and habitats to shift their ranges in response to a changing climate. Those species that are unable to respond to changing climatic conditions are projected to go extinct. Some estimates suggest that as many as 20% - 30% of the species currently assessed by the IPCC are at risk of extinction within this century if global mean temperatures exceed increases of 2.7 – 4.5° F.[15] A number of ecosystems are projected to be affected at temperature increases well below these levels.

At this time, the effects of climate change on Florida's conservation lands are just beginning to be studied and are not yet well understood. The FWC has a program in place to increase our understanding of the impacts of climate change on Florida's natural resources and to develop strategies to help wildlife and habitats adapt to changing conditions. While it may not be possible for natural resource managers to prevent or reverse the impacts of climate change, management actions can increase the resilience of natural systems. For example, the FWC follows a process that includes monitoring, evaluating, and determining what specific actions, if any, are recommended to ameliorate the projected impacts of climate change on fish and wildlife resources, native vegetation, and the possible spread of invasive species. Currently, the FWC is continuing its work on the development of future adaptation strategies. However, as noted above, the effects of climate change may become more frequent and severe within the time period covered by this Management Plan update.

For these reasons, there is a continuing need for increased information and research to enable adaptive management to cope with potential long-term climate change impacts. The most immediate actions that the FWC can take are to work with partners to gather the best scientific data possible for understanding natural processes in their current state, model possible impacts and subsequent changes from climate change, develop adaptive management strategies to enhance the resiliency of natural communities to adapt to climate change, and formulate criteria and monitoring for potential impacts when direct intervention may be necessary to protect a species. The FWC has conducted multiple species and habitat vulnerability assessments in recent years, and these models are important tools to help managers assess the severity of climate change impacts. As impacts from climate change continue to accelerate, the FWC will consider the need for updating or conducting additional vulnerability assessments to model the potential effects of climate change, especially sea level rise and storm events, on imperiled species and their habitats on FWC-managed land.
To address the potential impacts of climate change on the BWWMA, goals and objectives have been developed as a component of this Management Plan (Section 5.11). Depending on the

recommendations of the adaptive management strategies described above, additional specific goals and objectives to mitigate potential climate change impacts may be developed for the BWWMA in the future.

4.15 Soil and Water Conservation

Soil disturbing activities will be confined to areas that have the least likelihood of experiencing erosion challenges. On areas that have been disturbed prior to acquisition, an assessment will be made to determine if soil erosion is occurring, and if so, appropriate measures will be implemented to stop or control the effects of this erosion. Water conservation is accomplished through hydrological restoration, management, and monitoring as described in Section 4.7.

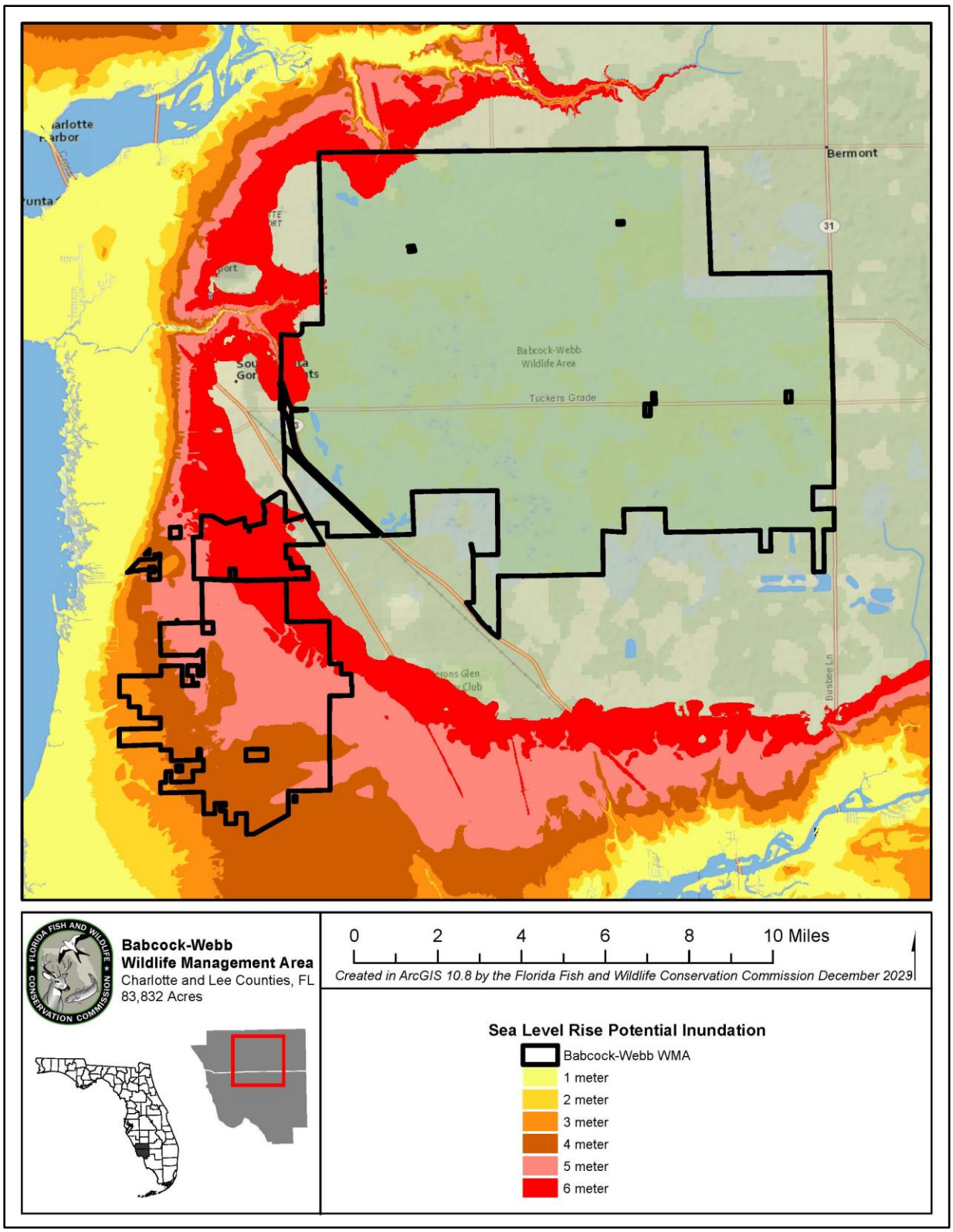

Figure 13. Sea Level Rise Potential Inundation Map

5 Resource Management Goals and Objectives

The management goals and objectives described in this section are broad, enduring statements designed to guide the general direction of management actions aimed at achieving an overall desired future outcome for the BWWMA. The objectives listed within each management goal offer more specific management guidance and measures and are considered the necessary steps to be completed to accomplish the management goals. The objectives are classified as having either short-term (less than two years) or long-term (up to 10 years) timelines for completion.

5.1 Habitat Restoration and Improvement

Goal: Improve extant habitat and restore disturbed areas.

Long-term Objectives

1. Utilize OBVM monitoring to evaluate actively managed natural communities and adjust management efforts to meet desired future conditions.
2. Continue to implement Prescribed Burn Plan.
3. Continue to conduct habitat/natural community maintenance and improvement including prescribed fire, timber management, roller-chopping, mowing, shredding, and cattle grazing.
4. Contract for remapping of current natural communities.
5. Continue to monitor the impacts of ORV usage on natural communities.
6. Evaluate the need for additional firebreaks and develop as necessary.

5.2 Imperiled Species Habitat Maintenance, Enhancement, Restoration, or Population Restoration

Goal: Maintain, improve, or restore imperiled species populations and habitats.

Long-term Objectives

1. Continue to implement the WCPR Strategy by managing identified habitats and monitoring listed and locally important wildlife species.
2. Continue to collect and record opportunistic wildlife species occurrence data.
3. Continue to maintain bat houses.

5.3 Other Wildlife (Game and Non-game) Habitat Maintenance, Enhancement, Restoration, and Population Restoration.

Goal: Monitor, maintain, improve, or restore game and non-game species populations and habitats.

Long-term Objectives

1. Continue to monitor locally important wildlife species, as identified in the WCPR Strategy.
2. Continue to collect opportunistic wildlife occurrence data.
3. Continue to conduct annual spotlight surveys for white-tailed deer.
4. Continue to collect biological harvest data at check station.
5. Continue to maintain established wildlife food plots.
6. Continue to conduct annual northern bobwhite surveys.
7. Evaluate the feasibility of continuing to manage 102-acre dove field and continue as appropriate.

5.4 Non-Native Species Maintenance and Control

Goal: Remove non-native plants and animals and conduct needed maintenance and/or control.

Long-term Objectives

1. Monitor the BWWMA for the level of infestation of FISC Category I and Category II invasive plant species and treat as needed and appropriate through the use of contractual services and local staff.
2. Ensure that staff are familiar with the identification, reporting procedures, and control measures of high priority nonnative wildlife species.
3. Continue to implement control measures on non-native wildlife species.
4. Continue to evaluate permit applications for control and research opportunities for non-native fish and wildlife species.

5.5 Public Access, Participation, and Recreational Opportunities

Goal: Provide public access, participation, and recreational opportunities.

Long-term Objectives

1. Develop a Public Access Assessment.
2. Update the Public Access Assessment if new acquisitions or other factors warrant.
3. Continue to maintain 14.89 miles of trails including 7.65 miles of marked trails.
4. Maintain public access and recreational opportunities to allow for a recreational carrying capacity of 2,060 visitors per day.
5. Assess and improve ADA accessibility for recreation and conservation education programming as needed.
6. Continue to provide a website, 14 interpretive sign panels, and a recreation guide.
7. Continue to provide hunting opportunities for deer, small game, and wild hog.
8. Continue to provide paddling opportunities on appropriate water bodies.
9. Continue to provide fishing opportunities on appropriate water bodies.
10. Continue to provide shooting sport opportunities.
11. Continue to provide public camping opportunities.
12. Continue to provide equestrian opportunities.

5.6 Hydrological Preservation and Restoration

Goal: Protect water quality and quantity, restore hydrology to the extent feasible, and maintain the restored condition.

Long-term Objectives

1. To maintain and enhance natural hydrological functions, install, maintain, or replace low-water crossings, bridges, culverts, and water control structures as appropriate.
2. Contribute to the restoration of natural hydrologic condition and functions in the Charlotte Harbor Estuary ecosystem.
3. Continue to cooperate with the SFWMD, SWFWMD, CHNEP, CHFI, and the DEP for the monitoring of surface and ground water quality and quantity.
4. Continue internal surface and ground water monitoring.
5. Construct Bond Farms Hydrologic Impoundment and Southwest Discharge Station to reduce the amount of impounded water and thus improve the natural hydrology by providing a means of outflow of water.

5.7 Forest Resource Management

Goal: Manage timber resources to improve or restore natural communities for the benefit of wildlife.

Short-term Objectives

1. Consult with FFS or professional forestry consultant to determine the need for an area-wide timber assessment and conduct as necessary.

Long-term Objectives

1. Implement a Timber Management Plan including reforestation, harvesting, and prescribed burning activities based on restoration and maintenance needs of the natural communities and other goals established for management of the BWWMA if necessary and appropriate.
2. Continue to consult with the FFS or a professional forestry consultant regarding forest management activities as appropriate.

5.8 Cultural Resources

Goal: Protect, preserve, and maintain cultural resources.

Long-term Objectives

1. Cooperate with the DHR in designing site plans for development of infrastructure.
2. Continue to follow the DHR's *Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties* for the management of cultural and historic resources.
3. Continue to annually monitor, protect, preserve, and report any changes on six recorded sites on the BWWMA.
4. Ensure any newly identified sites are reported to the DHR for inclusion in the FMSF.
5. Coordinate with the DHR to ensure that staff have received updated Archaeological Resource Management training.
6. Continue to coordinate with the Department of Defense in monitoring and management of historical artillery range.

5.9 Capital Facilities and Infrastructure

Goal: Develop the capital facilities and infrastructure necessary to meet the goals and objectives of this Management Plan.

Long-term Objectives

1. Monitor trails and infrastructure annually for visitor impacts.
2. Continue to maintain 36 facilities.
3. Continue to maintain 14.89 miles of trails.
4. Continue to improve, repair, or replace 36 facilities and 137.8 miles of roads existing on site (if applicable).
5. Modernize and expand the shooting range to bring the facility up to current training, environmental, safety, sound, and ADA standards and expand services offered to the public.
6. Construct homesites (including necessary utilities) for staff housing as feasible.
7. Install two fire wells and one residential well.
8. Evaluate the need for additional storage facilities and construct as necessary.
9. Update and enhance the pay station area to improve visibility, usability, and facilitate compliance with entry fee payment.

10. Evaluate the need for trailer pad facilities and construct as necessary.
11. Explore the feasibility of constructing an entrance facility/welcome center at the main entrance and construct if feasible.

5.10 Land Conservation and Stewardship Partnerships

Goal: Enhance fish and wildlife conservation, resource, and operational management through internal and external partnerships and programs.

Long-term Objectives

1. Continue to identify and evaluate potential important wildlife habitat, landscape-scale linkages, wildlife corridors, and operational management needs for BWWMA as appropriate and necessary.
2. Continue to contact and inform adjoining private landowners about the FWC Landowners Assistance Program, and coordinate with public entities to pursue conservation stewardship partnerships.
3. Continue to evaluate and identify FWC inholdings and additions priority parcels for potential conservation acquisition and pursue acquisitions as funding allows.
4. Continue to maintain a GIS shapefile and other necessary data to facilitate nominations for the FWC landowner assistance and conservation acquisition programs.
5. Continue to identify potential non-governmental land stewardship organization partnerships and grant program opportunities.
6. Determine the efficacy of conducting a landowner assistance/conservation stewardship partnership workshop(s) and pursue as necessary and appropriate.
7. Continue to evaluate and determine if any portions of BWWMA are no longer needed for conservation purposes, and therefore may be designated as surplus lands.
8. Explore possibilities for coordination with the FWC's Florida Youth Conservation Centers Network and construct necessary support facilities as feasible.

5.11 Climate Change Adaptation

Goal: Develop appropriate adaptation strategies in response to current and future projected climate change effects and their potential impacts on natural resources, including fish and wildlife, and the operational management of BWWMA.

Long-term Objectives

1. Coordinate with FWC Climate Resiliency Team to identify potential impacts of projected climate change on fish and wildlife resources and operational management of the BWWMA.
2. As appropriate, update the BWWMA Prescribed Burn Plan, WCPR Strategy, and Public Access Assessment to incorporate new scientific information regarding projected climate change.
3. As necessary, evaluate and modify DFCs considering climate change and land use changes. For example, utilize agency generated Sea Level Affecting Marsh Models to determine areas to resist changes, accept changes, or direct changes to DFCs.

4. As necessary, evaluate management actions focused on restoring to or maintaining historic land cover conditions that may be unsustainable according to climate change projections.

5.12 Cooperative Management, Special Uses, and Research Opportunities

Goal: Provide access and use of the BWWMA to current cooperative managers and continue collaborative management and research efforts.

Long-term Objectives

1. Continue to assess the need for and cooperate with researchers, universities, and others on research and environmental education partnership opportunities as appropriate.
2. Continue to cooperate with Department of Defense military branches to allow for training opportunities for military personnel and other initiatives as appropriate and compatible with the conservation of the BWWMA.
3. Continue to provide oversight for grazing and administer cattle grazing leases at BWWMA.
4. Continue to provide oversight for apiary placement and administer apiary leases at BWWMA.
5. Continue to participate in the CHFI for water monitoring and hydrological restoration efforts at BWWMA.
6. Continue to provide oversight and cooperatively manage approximately 1/4 acre of BWWMA for a communications tower with American Tower, L.P.
7. Continue to manage and provide regulated access to the BWWMA Field Trial grounds.
8. Continue to cooperate with the City of Punta Gorda to operate a deep-water injection well water treatment facility.
9. Continue to provide oversight and cooperatively manage the land and associated facilities of the Boy Scouts of America's Camp Miles.
10. Continue to cooperate with FFS on the management of field office located on the Webb tract.

6 Resource Management Challenges and Strategies

The following section identifies and describes further management needs and challenges associated with the BWWMA and provides solution strategies that will address these challenges. These specific challenges may not be fully addressed in the broader goals and objectives section above and are thereby provided here.

Challenge 1: Natural hydrological flow and function is impeded in Alligator Creek.

Strategy: Continue to work with Charlotte County to restore and maintain flows.

Challenge 2: There are smoke management challenges during prescribed burns due to the proximity to major roadways, airports, and residential areas and air quality restrictions.

Strategy: Use available tools and resources to minimize smoke impact and increase outreach for areas of potential impacts.

Strategy: Coordinate with FWC Law Enforcement, Florida Highway Patrol, Florida Department of Transportation, FFS, and the Charlotte and Lee counties Sheriffs' Offices.

Strategy: If restricted to smaller burns, pursue additional staff resources for additional burn days.

Challenge 3: Non-native plants from adjacent private lands are spreading to BWWMA.

Strategy: Coordinate with the local Cooperative Invasive Species Management Area, FWC's Invasive Plant Management Section, and FWC's Landowner Assistance Program to work with adjacent landowners to control and manage invasive non-native species on adjacent properties.

Strategy: Coordinate with other governmental and private organizations to obtain resources to control and manage non-native species on adjacent properties.

Challenge 4: Illegal activities (e.g., litter, dumping, vandalism, illegal ORV use, illegal saw palmetto berry harvesting) continue to negatively impact the management, operations, and public use of BWWMA.

Strategy: Coordinate with FWC and local law enforcement to assist with control of these illegal activities on BWWMA.

Strategy: Continue to work with other DOIs on ways to address the increase in illegal ORV use on the area.

Strategy: Evaluate alternative methods of combatting illegal palmetto berry picking and pursue if feasible/as necessary.

Challenge 5: Increased spread and establishment of non-native wildlife on BWWMA.

Strategy: Continue to coordinate with the Wildlife Impact Management Section on early detection rapid response.

Strategy: Continue to coordinate with the Division of Hunting and Game Management to allow the take of non-native reptiles.

Challenge 6: Increase in illegal access/fence cutting is negatively impacting cattle grazing on BWWMA.

Strategy: Coordinate with FWC and local law enforcement to assist with control of these illegal activities on BWWMA.

Strategy: Explore the feasibility of utilizing private security contractors.

Challenge 7: The majority of informational and interpretive signs and publications for BWWMA are available in English only.

Strategy: Consider the demographics of the area in designing and delivering conservation education programs and recreational opportunities and provide a welcoming and inclusive experience for the community.

Strategy: Develop Spanish language interpretive, informational, and educational materials as necessary.

Challenge 8: There is a need for increased public awareness of conservation issues, user impacts, and recreation on BWWMA.

Strategy: Cooperate with other agencies, counties, stakeholders, and regional landowners to investigate regional recreational opportunities including linking hiking and multi-use trail systems between adjacent public areas.

Strategy: Continue to include the area in statewide interpretive programming as needed, and support interpretation, education, and wildlife data sharing projects.

Strategy: Include BWWMA in recreational user studies to determine recreational use levels and patterns on the area.

7 Cost Estimates and Funding Sources

The following represents the actual and unmet budgetary needs for managing the lands and resources of the BWWMA. This cost estimate was developed using data developed by the FWC and other cooperating entities and is based on actual costs for land management activities, equipment purchase and maintenance, and development of fixed capital facilities. Funds needed to protect and manage the property and to fully implement the recommended program are derived primarily from the Land Acquisition Trust Fund and from State Legislative appropriations. However, private conservation organizations may be cooperators with the agency for funding specific projects. Alternative funding sources, such as monies available through grants and potential project-specific mitigation, may be sought to supplement existing funding as needed.

The following cost estimate, although exceeding what the FWC typically receives through the appropriations process, is estimated to be what is necessary for optimal management and is consistent with the current and planned resource management and operation of the BWWMA. Cost estimate categories are those currently recognized by the FWC and the Land Management Uniform Accounting Council. More information on these categories, as well as the Fiscal Year 2024-2025 operational plan showing detailed cost estimates by activity and categories of expenditures, can be found in Appendix 11.19.

BWWMA Management Plan Cost Estimate	*Maximum expected one-year expenditure*
Resource Management	***Expenditure***
Invasive Species Control	$2,104,502
Prescribed Burning	$189,601
Cultural Resource Management	$1,182
Timber Management	$98,722
Hydrological Management	$22,877,795
Vegetation Management/Monitoring	$230,354
Wildlife Management/Monitoring	$216,773
Subtotal	**$25,718,929**
Administration	
General administration	**$115,879**
Support	
Land Management Planning	$94,334
Management Reviews	$0
Training/Staff Development	$38,243
Vehicle Purchase	$356,132
Vehicle Operation and Maintenance	$229,108
Other (Technical Reports, Data Management, etc.)	$2,955
Internal Program Review	$591
Technology and Data Management	$16,544
Subtotal	**$1,058,997**
Capital Improvements	
New Facility Construction	$303,397
Facility Maintenance	$742,910
Subtotal	**$1,046,307**
Visitor Services/Recreation	
Info./Education/Operations	**$182,144**
Law Enforcement	
Resource protection	**$228,833**
Total	**$28,356,408**

* Based on the characteristics and requirements of this area, 29.7 FTE positions would be optimal to fully manage this area. All land management funding is dependent upon annual legislative appropriations.

BWWMA Management Plan Cost Estimate			*Ten-year projection*
Resource Management	**Expenditure**	**Priority**	Priority schedule:
Invasive Species Control	$18,490,384	(1)	**(1) Immediate (annual)**
Prescribed Burning	$1,665,853	(1)	*(2) Intermediate (3-4 years)*
Cultural Resource Management	$10,385	(1)	(3) Other (5+ years)
Timber Management	$867,380	(1)	
Hydrological Management	$201,006,801	(1)	
Vegetation Management/Monitoring	$2,023,911	(1)	
Wildlife Management/Monitoring	$1,904,595	(1)	
Subtotal	**$225,969,311**		
Administration			
General administration	**$1,018,125**	(1)	
Support			
Land Management Planning	$828,832	(1)	
Management Reviews	$1,587	(3)	
Training/Staff Development	$336,006	(1)	
Vehicle Purchase	$2,821,133	(2)	
Vehicle Operation and Maintenance	$2,012,965	(1)	
Other (Technical Reports, Data Management, etc.)	$25,963	(1)	
Internal Program Review	$5,193	(1)	
Technology and Data Management	$145,356	(1)	
Subtotal	**$6,177,040**		
Capital Improvements			
New Facility Construction	$818,153	(2)	
Facility Maintenance	$6,527,286	(1)	
Subtotal	**$7,345,439**		
Visitor Services/Recreation			
Info./Education/Operations	**$1,600,337**	(1)	
Law Enforcement			
Resource protection	**$2,010,552**	(1)	
Total	**$244,167,539**	*	

* Based on the characteristics and requirements of this area, 29.7 FTE positions would be optimal to fully manage this area. All land management funding is dependent upon annual legislative appropriations.

8 Analysis of Potential for Contracting Private Vendors for Restoration and Management Activities

The following management and restoration activities have been considered for outsourcing to private entities. It has been determined that items selected as “approved” are those that the FWC either does not have in-house expertise to accomplish or which can be done at less cost by an outside provider of services. Those items selected as “conditional” items are those that could be done either by an outside provider or by the agency at virtually the same cost or with the same level of competence. Items selected as “rejected” represent those for which the FWC has in-house expertise and/or which the agency has found it can accomplish at less expense than through contracting with outside sources:

	Approved	Conditional	Rejected
Dike and levee maintenance		✓	
Non-native species control		✓	
Mechanical vegetation treatment		✓	
Public contact and educational facilities development			✓
Prescribed burning		✓	
Timber harvest activities	✓		
Vegetation inventories		✓	

9 Compliance with Federal, State, and Local Governmental Requirements

The operational functions of FWC personnel are governed by the agency’s Internal Management Policies and Procedures (IMPP) Manual. The IMPP Manual provides internal guidance regarding many subjects affecting the responsibilities of agency personnel including personnel management, safety issues, uniforms and personal appearance, training, as well as accounting, purchasing, and budgetary procedures.

When public facilities are developed on areas managed by the FWC, every effort is made to comply with Public Law 101 - 336, the ADA Act. As new facilities are developed, the universal access requirements of this law are followed in all cases except where the law allows reasonable exceptions (e.g., where handicap access is structurally impractical or where providing such access would change the fundamental character of the facility being provided).

Uses planned for the BWWMA are in compliance with the Conceptual State Lands Management Plan and its requirement for “balanced public utilization,” and are in compliance with the mission of the FWC as described in its Agency Strategic Plan. Such uses also comply with the authorities of the FWC as derived from Article IV, Section 9 of the Florida Constitution as well as the guidance and directives of Chapters 253, 259, 327, 370, 373, 375, 378, 379, 403, 487, 597, and 870, F.S.

The FWC is developing and will utilize an Arthropod Control Plan (Appendix 11.20) for the BWWMA in compliance with Chapter 388.4111 F.S. This plan was developed in cooperation with the local Charlotte and Lee County arthropod control agencies. This plan is also in conformance with the Local Government Comprehensive Plan as approved and adopted for Charlotte and Lee counties, Florida.

10 Endnotes

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11 Appendices

11.1 Lease Agreement

Parent Lease #4095

DIVISION LOG # 2184 AGREEMENT NUMBER 95105

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR DEP / FWC

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE BABCOCK / WEBB WMA – ORIGINAL LEASE 4095

ORIGINATOR/CONTACT D. JERMYN PHONE 488-3831 DIV./OFFICE/MAIL 10

X NEW** __AMENDMENT __RENEWS OR EXTENDS **PURCHASING USE ONLY: POSTING - 7 DAY: 72 HR**

___EXPENDITURE** ___REVENUE ___AGREEMENT ___EASEMENT/DEED X LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION 4/26/96 END DATE 4/25/2046 OPTION FOR ___YEARS

TOTAL CONTRACT AMOUNT $_____ PAYMENT AMOUNT $_____

BILLING PERIODS: ___MONTHLY ___QUARTERLY ___ANNUALLY ___OTHER_____

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) ___NO ___YES (Notify Property Administrator)

****NEW EXPENDITURE: CONTRACTS**
(1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No._____
(2) Vendor/Recipient Checklist: Attached? ___Yes ___No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	CATEGORY	AMOUNT	PROJECT ID			FY

Certified Minority: ___Yes ____No ____Not Available ___Not Appl. Minority Category _____ (See reverse side for options)

Commodity Code_____ Federal Funds: Agcy _____ CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader		12/29/09	Budget Sheet is available upon request by external sources. ___ Yes ___ No
2. Budget Director (Expenditure Only)			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir./Section Leader			
4. Contracts Administrator			
5. Legal			
6. Accounting			Funds Availability: ___ Yes ___ No
7. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**			
__ Expenditure Contracts: Return to Originator for Contractor signature. __ Other documents: Send to **(circle)** Exec./Div./Reg./Inst./Off. Dir. for signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
8. Exec./Div./Reg./Inst. Dir. **execute**			
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*			Send executed Original Contract & Original Routing Form
Originator to OIG FSAA Originals			Send to OIG: Mail Code 1E

FWC 167/rev. 01/08 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

12/30/09

DEPARTMENT OF ENVIRONMENTAL PROTECTION

RECEIPTS SECTION
POST OFFICE BOX 3070
TALLAHASSEE, FL 32315-3070

PERMIT COPY
PAYMENT

Invoice

Date	Invoice #
7/5/2002	5253

Lease #
4095

Due Date
8/4/2002

Bill To
MR SCOTT SANDERS FFWCC 620 SOUTH MERIDIAN TALLAHASSEE, FL 32399-1600

J Scott Sanders 7/16/02

7/17/02

Description	Rate	Amount
AGENCY FEES-UPLANDS (001015)	300.00	300.00

BWM

Date Goods Received _____

Date Inspected & Approved _____

Date Invoice Received 7/16/02

773020 1000 EO 80

Object 499060 Equip # _____

9200 (Species) - 104 (Act.) - 7202 (Proj.)

Cert. Minority Vendor ___ Yes ___ No ___ Not Avail ___ N/A

Subtotal	$300.00
Sales Tax (6.0%)	$0.00
Total	$300.00
Balance Due	$300.00

Journal Transfer Instructions:
SAMAS CODE:
372024080013710030000

BF OBJ: BF CAT:
001000 000100

OBJECT CODE:
001015

F&A USE ONLY:
37101000000 K4

INVOICE

DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECEIPT SECTION
POST OFFICE 3070
TALLAHASSEE, FLORIDA 32315-3070

Telephone (904) 488-2291

INVOICE NO. 98 0927
INVOICE DATE 07/01/98
LEASE NO. 4095

TO: MR SCOTT SANDERS
FGFWFC
620 SOUTH MERIDIAN
TALLAHASSEE, FL 32399-1600

DUE DATE	DESCRIPTION	97/98 FEE	98/99 FEE	AMOUNT
07/01/98	FRED C BABCOCK/CECIL M WE	0.00	300.00	300.00

TO INSURE PROPER CREDIT FOR PAYMENT

1. DEP Divisions- Please send copy of payment request to attention of:
Bonnie Roberts, Bureau of Finance and Accounting, MS 75.

State agencies other than DEP- Please send voucher schedule to attention of:
Bonnie Roberts, Department of Environmental Protection, Bureau of Finance and Accounting, MS 75, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

Non-State agencies- Please return one copy of this invoice with your payment.

2. If you submit an amount different than requested, you must attach a letter of explanation with payment.

3. If you have any questions or comments, please call Tracy Peters at 488-2291.

DIVISION OF STATE LANDS
BUREAU OF LAND MANAGEMENT SERVICES

Organization Code 3710-1000-000/D1

Object Code 001015

Samas Code 37 20 2 408001 37100000 00 000100 00

BWM

DATE GOODS RECEIVED 6/24/98
DATE INSPECTED & APPROVED 11
DATE INVOICE RECEIVED
DIV 30 RCC 4212 EO 20
OBJECT 432400 EQUIP # —
PROJECT# 3000 (PROG(4)) - 113 (ACT(3)) - 7202 (PROJ(4))
Cert. Minority Vendor ___Yes ___No ___Not Avail ___N/A

J. Scott Sanders 7/10/98
7/14/98

FLORIDA GAME AND FRESH WATER FISH COMMISSION

JULIE K. MORRIS
Sarasota

QUINTON L. HEDGEPETH, DDS
Miami

MRS. GILBERT W. HUMPHREY
Miccosukee

THOMAS B. KIBLER
Lakeland

ALLAN L. EGBERT, Ph.D., Executive Director
WILLIAM C. SUMNER, Assistant Executive Director

DIVISION OF WILDLIFE
FRANK MONTALBANO, Director
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(904) 488-3831
TDD (904) 488-9542

August 7, 1996

Mr. John D. Wilson
Director
Lee County Public Safety
P.O. Box 398
Ft. Myers, FL 33902-0398

Dear Mr. Wilson:

Thank you for your July 31 letter proposing that the Fred C. Babcock/Cecil M. Webb Wildlife Management Area Field Trial Facility be made available to serve as a large animal emergency facility in the event of a natural disaster.

After study of the field trial facility and discussions with our staff, we have decided that the Lee County Animal Disaster Preparedness and Response Effort Group can use the facility as a large animal emergency care unit from June through September of each year as the situation so merits. The facility will be used for field trial events after September and prior to March of each year. We request that your group execute a legal agreement for use of the facility addressing such issues as liability and conditions of the facility, which we will send you shortly.

We wish to make you aware of the shortcomings of the facility before you sign such an agreement. It is located on very low, poorly-drained land that could easily have standing water immediately after a hurricane. Additionally, some of the buildings at the facility are old and could be severely damaged by a severe storm.

WEBB

Following public hearings in Tallahassee and in Blountstown, the Game and Fresh Water Fish Commission met in official meeting in Tallahassee on Tuesday, March 17, 1953. The following members were present:

Mr. Cecil Webb, First District, Chairman
Mr. A. F. Rich, Third District
Mr. Walter Warren, Fifth District
Mr. Ben L. McLauchlin, Director
Mr. Earl Frye, Assistant Director
Mr. Walter Burnside, Attorney

The meeting was called to order by Chairman Webb at 9:30 A.M.

Commissioner Rich stated that he had attended both of the public hearings which were held to consider a closed season on fresh water fishing in the Third District. He added that after listening to all of the recommendations from both sides of the question he would like to move that the Chipola River and the Dead Lakes from the point where Flat Creek flows into the Chipola River in Calhoun County, the Dead Lakes south of Scotts Ferry Bridge and Stoney Mill Creek up to State Road No. 71; Lake Wimico, including its tributaries 300 yards from the border of the lake in Gulf County, and Ocheese Pond and Merritts Mill Pond in Jackson County be closed during the month of May. He said that his motion was made in this manner due to the fact that he had no scientific information concerning fishing in the Third District. He requested that the Director be instructed to immediately place two fisheries biologists on the Dead Lakes to check creel limits during the month of April and to make fisheries surveys during the month of May in an effort to collect data upon which action concerning the bodies of water in question could be based in the future. He added further that he would like for his motion to include that the money to be used in this project be taken from the money derived from the controlled seining program which the Commission had been carrying on in other portions of the State.

The motion was seconded by Commissioner Warren and carried.

Commissioner Rich explained that his motion was made due to the fact that there seemed to be an evenly divided opinion concerning the necessity for a closed season and the fact that camp operators in the area affected had already made plans to remain open during the 1952-53 season and a closed season for two months would work a hardship on them.

Mr. Shoemaker was instructed to prepare a news release concerning the action of the Commission.

Commissioner Warren moved the adoption of the following Resolution:

RESOLUTION

Whereas, the departure of the Honorable Cecil M. Webb, as a member of the Game and Fresh Water Fish Commission of the State of Florida, is imminent, and

Whereas, it is the desire of said Commission to go on record as to some of the actions and accomplishments of the said Cecil M. Webb during his tenure of office as a member and Chairman of the said Commission, and,

Whereas it is felt that the public should know that during the five years of service rendered to this Commission by the said Cecil M. Webb, he has not only

discharged his duties in an efficient and conscientious manner; he has put his heart and financial resources into the working of the Commission, far and beyond the call of duty.

That at all times he has demonstrated a sympathetic understanding for the problems and burdens of the other Commissioners and personnel, as well as interested persons appearing before said Commission. That he has constantly maintained an inquiring and open mind on all matters pertaining to conservation, having early arrived at a conservation philosophy bottomed on the proposition that the primary duty of the Commission was not to hoard game and fish but to aid Nature in producing an abundance of game and fish for the sportsman to pursue, to zealously protect the rights and privileges of all by requiring that game and fish be taken in the manner prescribed by law.

That Cecil M. Webb being a keen student of Nature, as well as a practical commercial cattle rancher, made a discovery at his ranch in Marion County, Florida, that in the considered opinion of this Commission, is perhaps the most outstanding contribution to Wildlife conservation made in the United States in recent years. He observed that since Man had disturbed the wilderness provided by Nature, that the cycle of continuous adequate supply of Nature's food for our quail population had been so seriously disrupted, that regardless of the limited shooting of quail, the quail population was diminishing. By a series of studious experiments Cecil M. Webb developed a system of quail feeding stations for year around supplemental food for wild quail, which system fitted in with the basic biological principal that the amount of wildlife directly depends on the amount of food continuously available. Cecil M. Webb has proved that the supply of wild quail can be vastly increased in any area regardless of shooting, by the maintenance of the "Webb Feeder Plan". Not being content with the discovery and proof of such plan, Cecil M. Webb devoted his enormous energy and persuasive ability to make said plan an integral part of Florida Conservation. Notwithstanding the many attacks upon his plan by certain prejudiced and uninformed groups who asserted that said plan constituted "baiting", the said Cecil M. Webb has been able to convince the public of the merits of his plan and this system has been put into effect on numerous areas which are increasing daily throughout the State of Florida, and is being recognized and followed in other states throughout the Union, and

Whereas the said Cecil M. Webb has endeavored to and made it a cardinal principal that the wildlife resources of the State of Florida should be made available without hindrance to all of our citizens, regardless of their financial status, and to that end has vigorously fought for a system of public hunting grounds throughout the State of Florida, and as a result thereof, today Florida has in excess of 2,000,000 acres of managed public hunting grounds and today leads the Nation in the number of acres devoted to this purpose, and

It is the desire of this Commission, within its limited means, to establish a memorial to the said Cecil M. Webb,

THEREFORE, BE IT RESOLVED by the Game and Fresh Water Fish Commission of the State of Florida, in session duly assembled, that the Charlotte County Quail Management Area lying in Charlotte County, Florida, from and after the passage and adoption of this Resolution shall be henceforth known as "THE CECIL M. WEBB QUAIL PRODUCTION AND MANAGEMENT AREA", and henceforth shall be so designated in the official and unofficial records of this Commission.

BE IT FURTHER RESOLVED that the Director immediately have erected at all entrances to said quail management area suitable signs proclaiming this area to be the "CECIL M. WEBB QUAIL PRODUCTION AND MANAGEMENT AREA".

Unanimously adopted on the 17th day of March, 1953.

I, Ben L. McLauchlin, Director of the Game and Fresh Water Fish Commission of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the said Commission at a meeting held on the 17th day of March, 1953.

Witness mu hand this 17th day of March, 1953.

BEN L. MCLAUCHLIN
Director
Game and Fresh Water Fish Commission.

The motion was seconded by Commissioner Rich and carried.

Chairman Webb expressed his deep appreciation for the action taken. He stated that when he departed from the Commission his interest in wildlife conservation would remain the same and that he would forever be grateful for the wonderfully worded Resolution just adopted.

The Director was instructed to have the Resolution printed in full in the next issue of FLORIDA WILDLIFE.

Commissioner Warren presented for consideration by the Commission an Employment Plan for Commission personnel. He stated that a copy of the plan had been in the hands of the Commissioners since February 27 - that it had to do with a merit system or civil service for future employees of the Commission. He added that he presumed that the Commissioners had read the Resolution and were familiar with its contents.

Commissioner Rich stated that he had not gone over it thoroughly.

Commissioner Warren requested that Mr. Dequine read the Resolution.

Mr. Dequine read the Resolution as follows:

RESOLUTION PROVIDING FOR MERIT SYSTEM PLAN FOR EMPLOYING PERSONNEL

Be it resolved by the Game and Fresh Water Fish Commission of the State of Florida that the following procedure shall be used for employing personnel of the Game and Fresh Water Fish Commission of the State of Florida, to-wit:

I. Method of Selecting Personnel.

1. Applicants for any position must apply in writing by filling out the standard application form.

2. Personnel for positions not requiring special skills, such as File Clerk, Trapper, Laborer, will be employed by the Director upon recommendation of the head of the department in which such personnel

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

INVOICE

DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECEIPT SECTION
POST OFFICE 3070
TALLAHASSEE, FLORIDA 32315-3070
Telephone (904) 488-2291

INVOICE NO. 96 0927
INVOICE DATE 07/01/96
LEASE NO. 4095

TO: MR FRANK SMITH
FGFWFC
620 SOUTH MERIDIAN
TALLAHASSEE, FL 32399-1600

DUE DATE	DESCRIPTION	95/96 FEE	96/97 FEE	AMOUNT DUE
07/01/96	FRED C BABCOCK/CECIL M WE	75.00	300.00	375.00

TO INSURE PROPER CREDIT FOR PAYMENT

1. DEP Divisions- Please send copy of payment request to attention of:
Bonnie Roberts, Bureau of Finance and Accounting, MS 75.

State agencies other than DEP- Please send voucher schedule to attention of:
Bonnie Roberts, Department of Environmental Protection, Bureau of Finance and Accounting, MS 75, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

Non-State agencies- Please return one copy of this invoice with your payment.

2. If you submit an amount different than requested, you must attach a letter of explanation with payment.

3. If you have any questions or comments, please call Tracy Peters at 488-2291.

DIVISION OF STATE LANDS
BUREAU OF LAND MANAGEMENT SERVICES

Organization Code 3710-1000-000/D1

Object Code 001015

Samas Code 37 20 2 408001 37100000 00 000100 00

RCC: 4712
Project: 7202
Object: 432000

J. Scott Sanders 6/14/96

Frank B. Smith 6/17/96

DIVISION LOG # LL - 929

RECEIVED
FEB 28 1996
DIRECTOR'S OFFICE
DIV/WILDLIFE

CONTRACT ROUTING REVIEW FORM

(Needed)
CONTRACT NUMBER 95/05 CONTRACTOR DEP GFC

BRIEF TITLE Lease Agreement No 4095 Babcock-Webb 3,500 acres

(✓)NEW ( )RENEWAL ( )EXTENSION ( )AMENDMENT (See Reverse for Definitions)

CONTRACT BEGIN DATE Execution END DATE _____ OPTION FOR 50 YEARS

ORIGINATOR/CONTACT Judy Ann Drymon JS PHONE 8-3831 DIV/OFF Wildlife

TOTAL CONTRACT AMOUNT $_____ PAYMENT AMOUNT $_____

BILLING PERIODS: ( )MONTHLY ( )QUARTERLY ( )ANNUALLY ( )OTHER _____

( )EXPENDITURE ( )REVENUE (✓)AGREEMENT ( )EASEMENT/DEED

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION __YES __NO (NOTIFY PROPERTY ADMINISTRATOR)

RCC CODE 4712 CATEGORY _____ OBJECT CODE _____ PROJECT ~~7200~~ 7202

FUND CARL MINORITY CATEGORY _____ (See reverse side for options)

CERTIFIED MINORITY: ( )YES ( )NO ( )NOT AVAILABLE

ROUTING ORDER FOR APPROVAL	CONCUR/INITIALS	DATE	COMMENTS
1. PROJECT LEADER*	FHS	2/27/96	
2. DIV/REGIONAL DIRECTOR*	[signature]	3/19/96	
3. PURCHASING*	[signature]	3/20/96	
4. LEGAL	PTR	3-21-96	
5. AD SERVICES			
DISBURSEMENT MANAGER			
REVENUE MANAGER			
CHIEF OF ACCOUNTING			
FEDERAL AID ACCOUNTANT*			
GRANTS/DONATIONS			
AD SERVICES DIRECTOR	[signature]	3/21/96	
6. EXEC/DIV/REGION DIRECTOR*	[signature]	25 Mar 95	

*ROUTING OF FEDERAL AID DOCUMENTS ONLY

DIVISION/OFFICES ARE TO FORWARD COMPLETED ORIGINAL CONTRACT AND ROUTING SLIP TO THE PURCHASING OFFICE.

GLASS/GROUP CODE _____ SACCS YES _____ NO _____

GFC Form 167

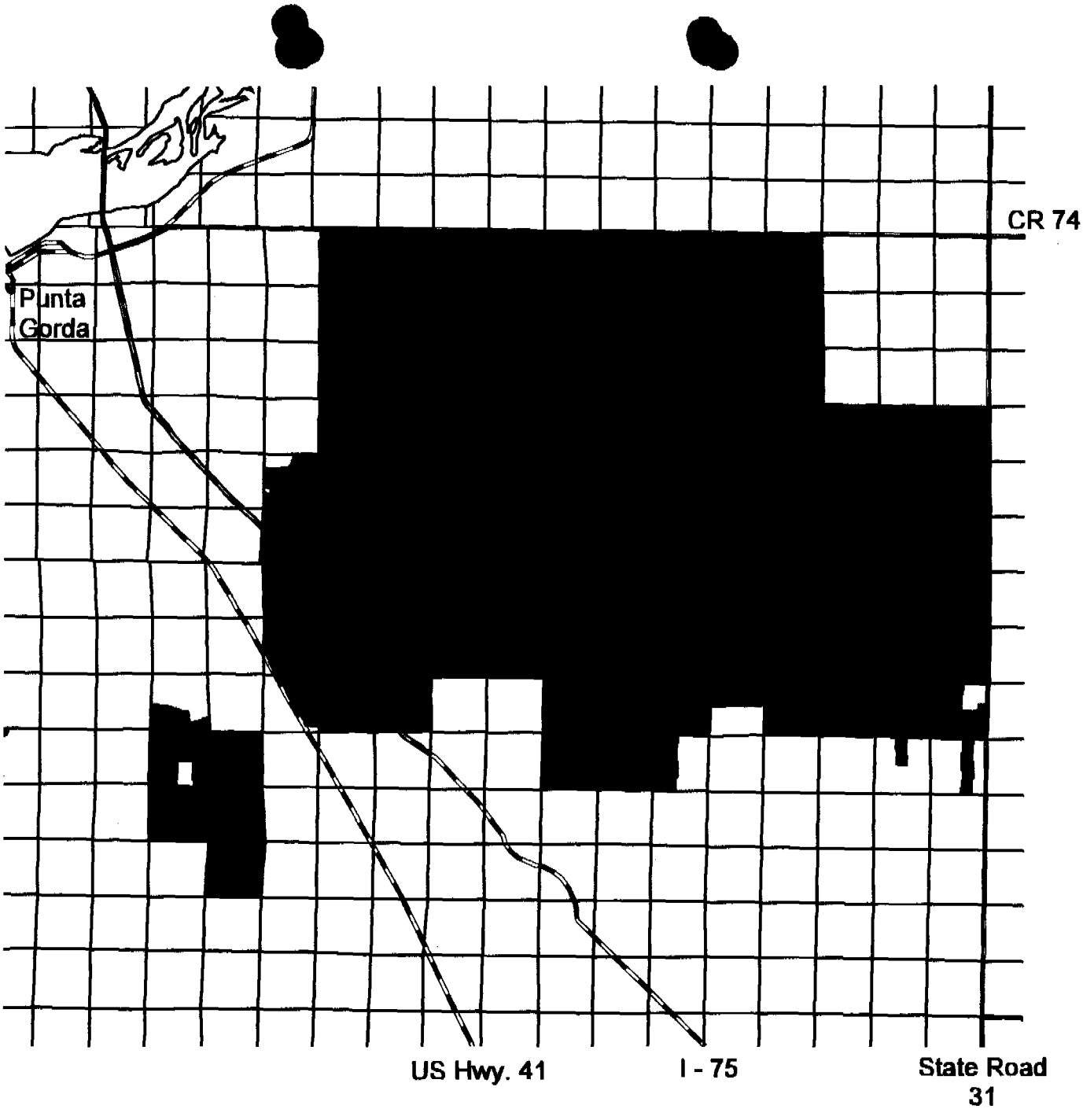
MEMORANDUM

TO: Allan L. Egbert, Ph.D., Executive Director

FROM: Frank Montalbano III, Director, Division of Wildlife

SUBJECT: Babcock-Webb WMA, Lease Agreement No. 4095

Attached are two (2) originals of Lease Agreement No. 4095 for the Babcock-Webb WMA, between the Board of Trustees and the Florida Game and Fresh Water Fish Commission (Lead Agency). The agreement adds 3,500 acres to the Babcock-Webb Wildlife Management Area. The total acreage of the Babcock-Webb WMA is 69,243 acres.



Babcock - Webb WMA

From: CAMPBELL, LARRY (LARRY)
To: JUDY
Date: Thursday, February 22, 1996 2:57 pm
Subject: CHARLOTTE HARBOR FLATWOODS CAPITOL IMP.

JUDY, WE HAVE NOT SEEN ANY BUILDINGS OR OTHER CAPITAL IMPROVEMENTS OR CULVERTS THAT WILL REQUIRE MAINTENANCE ON OUR PART. THE BOUNDARY FENCE IS IN VERY POOR SHAPE.

Department of Environmental Protection

Lawton Chiles
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Virginia B. Wetherell
Secretary

May 2, 1996

RECEIVED
MAY 6 1996
BUREAU OF
WILDLIFE MANAGEMENT

Ms. Judy Drymon
Division of Wildlife Management
Florida Game and Fresh Water Fish Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

Re: Lease Number 4095, Fred C. Babcock/Cecil M. Webb Wildlife Management Area

Dear Judy:

Enclosed is a fully executed original of the above referenced lease for your records.

If you have any questions feel free to call me at (904)488-2291.

Sincerely

Don Poindexter, Planner
Bureau of Land Management Services
Division of State Lands
Mail Station 130, Douglas Building

dp/
Enclosures

Lee COUNTY

P.O. Box 398
Fort Myers, Florida 33902-0398
(941) 335-2111

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number

July 31, 1996

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Administrator

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

DWS
Tim Breault

Frank Smith
Chief Bureau of Wildlife Management
FL Game & Freshwater Fish Commission
620 S. Meridan Street
Tallahassee, FL 32399-1600

Dear Mr. Smith:

We would like to request the proposed use of Cecil M Webb Field Trail Area property in case of an emergency due to disaster that affects large animal emergency care, and/or holding for claiming.

This aforesaid property will be used as a MASH unit and holding area under the direction of Lee County Animal Disaster Preparedness and Response Effort, for the use of large animals for medical treatment in conjunction with local veterinarians and as a holding area for lost and unclaimed animals for identification and claiming.

We will provide all man power for this unit including care of animals and property on a 24-hour basis until such emergency is over with and all animals are claimed or disposed of. All personnel will be authorized by Lee County Animal Disaster Preparedness and Response Effort with identification, and only these personnel will be in charge.

The Lee County Animal Disaster Preparedness and Response Effort group will provide all supplies, prescribed treatments, care, feeding etc., in the holding of these animals. At the end of said emergency we will clean up and return said property to the original condition in which it was turned over to us.

We thank you for this opportunity to present this proposal to you, please let us know if you think this is workable for your property.

Sincerely,

LEE COUNTY PUBLIC SAFETY

John D. Wilson

John D. Wilson, Director

JDW:cmc

cc: Jayne Gayle, Lee Co. Animal Disaster Preparedness
& Response Effort/Large Animal Division
David Saniter, Emergency Management
Rick Zyvoloski, SOFA-West Area Coordinator
Wayne Sallade, Charlotte Co. Emergency Management

SAL8103

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

LEASE AGREEMENT

FRED C. BABCOCK/CECIL M. WEBB
WILDLIFE MANAGEMENT AREA

Lease Number 4095

This lease is made and entered into this 16th day of April 1996, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the FLORIDA GAME AND FRESH WATER FISH COMMISSION, 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 Charlotte, 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 (50) years, commencing on April 26, 1996 and ending on April 25, 2046, 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 253.023(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 Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. 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 at least every five (5) years. 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.

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain adequate fire and extended risk insurance coverage for any improvements or structures located on the leased premises in amounts not less than the full insurable replacement value of such improvements by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form 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 Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399.

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. LESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of LESSEE and its officers, employees, and agents.

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.

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. 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 Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399, at least six (6) 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 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 paragraphs 17 and 20 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

15. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), 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.

16. 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 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

17. 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.

18. 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.

19. 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 and removable improvements 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.

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

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

22. 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 (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) 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.

23. 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.

24. 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.

25. 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.

26. 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 Satutes 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 agencies.

27. 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.

28. 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.

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

30. 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.

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

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

33. 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.

34. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of $300.00. The initial annual administrative fee shall be payable within 30 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.

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

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
DANIEL T. CRABB, CHIEF,
BUREAU OF LAND MANAGEMENT
SERVICES, DIVISION OF STATE
LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1st day of May 1996, by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Florida Department of Environmental Protection, acting as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

(SEAL)

GLORIA H. MADDOX MY COMMISSION EXPIRES SEPTEMBER 25, 1998 #CC 409433 Bonded thru Troy Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

FLORIDA GAME AND FRESH
WATER FISH COMMISSION

K.M. Wright
Witness
K.M. Wright
Print/Type Witness Name

By: Victor Heller For ALE (SEAL)
Victor J. Heller
Print/Type Name

Rosemary Mara
Witness
Rosemary Mara
Print/Type Witness Name

Title: Assist. Exec. Director

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of March, 1996, by Victor J. Heller, as Asst. Executive Director, Florida Game and Fresh Water Fish Commission. He ~~/she~~ is personally known to me ~~or produced~~ _____ ~~as identification.~~

Jimmie C. Bevis
Notary Public, State of Florida
JIMMIE C. BEVIS
Print/Type Notary Name

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

Commission Number:

Commission Expires:

JIMMIE C. BEVIS
MY COMMISSION EXPIRES
DECEMBER 28, 1997
#CC 338592
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Recorded Please Return To:
Bruce F. Iden
Milledge, Iden & Held
2100 Ponce de Leon Blvd., Suite 600
Miami, Florida 33134

SPACE BELOW FOR RECORDER'S USE

IMAGED
SG

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 16th day of May, A.D. 1995, between RONALD M. ANSIN and EDMUND N. ANSIN, as tenants-in-common, of the County of Dade in the State of Florida, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Charlotte County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof, together with all riparian and littoral rights appertaining thereto.

Property Appraiser's Parcel Identification Number: 0072634-000000-3; 0072694-000000-0 0072697-000000-7; 0072706-000000-6; 0072708-000000-4; 0072822-000000-5

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

(SIGNATURE OF FIRST WITNESS AS TO FIRST GRANTOR)
BRUCE D. LAWRENCE
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS AS TO FIRST GRANTOR)
Anthony Corsi
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

(SIGNATURE OF FIRST WITNESS AS TO SECOND GRANTOR)
MARION L. SINGLETARY
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS AS TO SECOND GRANTOR)
ELAINE KRAJEWSKI
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

RONALD M. ANSIN
P.O. Box 610727
Miami, Florida 33261-0227

EDMUND N. ANSIN
P.O. Box 610727
Miami, Florida 33261-0227

Document Tax Pd $ 31,150.00
Record Verified: PAT STOUT, D.C.

Recorded: 05/19/95 11:55 A.M.
Barbara T. Scott, Clerk of the Circuit Court - Charlotte County

NO. 40945
EXHIBIT A
PAGE 12 OF 14

STATE OF Massachusetts)
COUNTY OF Worcester)

The foregoing instrument was acknowledged before me this 12th day of May, 1995, by RONALD M. ANSIN. Such person (Notary Public must check applicable box):

[✓] is personally known to me.
[ ] produced a current driver license.
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Sandra Ann Craig
Notary Public

SANDRA ANN CRAIG
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Sandra Ann Craig
Notary Public
My Commission Expires August 31, 1995

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 9th day of May, 1995, by EDMUND N. ANSIN. Such person (Notary Public must check applicable box):

[✓] is personally known to me.
[ ] produced a current driver license.
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Marion L. Singletary
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
MARION L SINGLETARY
COMMISSION NUMBER
CC305873
MY COMMISSION EXP.
SEPT 14,1997

MARION L. SINGLETARY
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

WARRANTY DEED
REVISED 7/18/94

NO. 40945
EXHIBIT A
PAGE 13 OF 14

DESCRIPTION

ALL OF SECTION 15 LESS THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15, TOWNSHIP 42 SOUTH, RANGE 23 EAST, AND LESS ALL THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE RUN ALONG A LINE WHICH PARALLELS AND LIES SOUTHERLY OF EXISTING FARM FIELDS FOR THE POLLOWING COURSES; S 00° 59' 18" W FOR 1.50 FEET; S 59° 23' 43" E FOR 1964.91 FEET; N 75° 45' 08" E FOR 613.35 FEET; AND N 74° 47' 20" E FOR 1885.85 FEET TO THE EAST LINE OF SECTION 15 AND POINT OF TERMINATION OF THE LINE, ALL IN TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

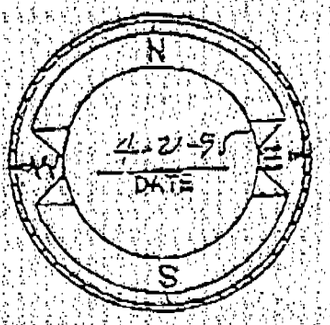
SECTION 22, LESS THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

ALL OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

SECTION 26, LESS THE NORTH 60 FEET FOR PUBLIC ROAD; TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

SECTION 27, LESS THE NORTH 60 FEET FOR PUBLIC ROAD, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

SECTION 35, TOWNSHIP 42 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.



NO. 40945
EXHIBIT A
PAGE 14 OF 14

TOTAL P.04

FLORIDA

Department of
Environmental Protection

Lawton Chiles
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Virginia B. Wetherell
Secretary

STATE OF FLORIDA

COUNTY OF LEON

CERTIFICATE

I, Diana M. Hadi, do hereby certify that the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, met on December 13, 1994 and approved the following Item 11 on the agenda for that date.

Item 11 Edward N. Ansin and Ronald M. Ansin/Charlottte Harbor Flatwoods CARL Project Purchase Agreement

REQUEST: Consideration of (1) a purchase agreement to acquire 3,500.36 acres within the Charlotte Harbor Flatwoods CARL project from Edward N. Ansin and Ronald M. Ansin; (2) release of $8,250,000 from the Preservation 2000 Bond Trust Fund for this acquisition; (3) designation of the Game and Fresh Water Fish Commission as managing agency; and (4) deferral of the management policy statement.

COUNTY: Charlotte

LOCATION: Sections 14, 15, 22, 23, 26, 27 and 35, Township 42 South, Range 23 East

CONSIDERATION: $8,250,000

		APPRAISED BY				
REVIEW NO.	ACRES	Nations (05/14/93)	Hettema (03/25/93)	STATUTORY MAXIMUM	PURCHASE PRICE	PURCHASE DATE
420010	3,500.36	$8,750,000	$8,190,000	$8,750,000	$8,250,000	120 days after BOT approval

STAFF REMARKS: The Charlotte Harbor Flatwoods CARL project is ranked number 21 on the CARL Priority List approved by the Board of Trustees on February 10, 1994 and is eligible for negotiation as a ranked project under the Division of State Lands 1994/95 Land Acquisition Workplan. This project contains 18,608 acres, of which this is the first acquisition. After the Board of Trustees approves this agreement, 15,108 acres or 81 percent of the project will remain to be acquired.

All mortgages and liens will be satisfied at the time of closing. The seller has provided a title commitment and has listed the title exceptions as conditions of the sale. These exceptions include outstanding interests in the oil, gas and mineral rights which have been highly

fractionalized over time. In Parcel 13A, the seller owns a one-fourth interest while the remaining three-fourths interest is held by 21 individuals or trusts. In Parcels 13B-F, the seller owns a one-half interest together with nine additional individuals and the remaining one-half interest is held by 11 individuals or trusts. Because of the number of fractional owners, the seller is unwilling to attempt to reassemble the outstanding interests for conveyance to the Board of Trustees. A report by the DEP Bureau of Geology indicates that there is little potential for commercial development of mineral commodities, or oil and gas production at this site. The managing agency has reviewed the mineral search and the Bureau of Geology's comments and recommends proceeding with the acquisition. The Bureau of Appraisal indicates that the outstanding mineral interests do not negatively impact the appraised value of the property. Based on information provided by the Bureau of Geology, Bureau of Appraisal and managing agency input, staff recommends the acquisition of this parcel subject to these outstanding interests. In the event the commitment for title insurance, to be obtained prior to closing, reveals any other encumbrances which may affect the value of the property, staff will so advise the Board of Trustees prior to closing.

A certified survey and environmental site assessment will be provided by the seller prior to closing with purchaser reimbursing the seller for the actual reasonable cost of the survey. This reimbursement is contingent upon the sale of the property to the Board of Trustees.

Pursuant to section 259.032(9)(b)2., F.S., staff recommends that the Board of Trustees designate the Game and Fresh Water Fish Commission as the managing agency for the project to be managed as an addition to Cecil M. Webb Wildlife Management Area.

Section 259.032(9)(b)2., F.S., also contemplates that the Board of Trustees, concurrent with its approval of this acquisition agreement, would ". . . evaluate and amend, as appropriate, the management policy statement for the project as provided by s. 259.035, F.S., consistent with the purposes for which the lands are acquired." However, a "management policy statement" as required in this recently enacted legislation does not exist, because the recently revised section 259.035(2)(a), F.S., does not require the Land Acquisition Advisory Council to submit these statements until February when the Board of Trustees considers the CARL annual report. The enactment of both legislative provisions creates an unintentional conflict during the period between the act's effective date of May 25, 1994, and the date of the first Board of Trustees' meeting in February of 1995.

This acquisition is consistent with section 187.201(10), F.S., the Natural Systems and Recreational Lands section of the State Comprehensive Plan.

RECOMMEND APPROVAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Board of Trustees of the Internal Improvement Trust Fund's seal on this 13th day of December A.D. 1994.

Diana M. Hadi, Administrator
Legislative and Cabinet Affairs

SEAL

FLORIDA GAME AND FRESH WATER FISH COMMISSION

JULIE K. MORRIS
Sarasota

QUINTON L. HEDGEPETH, DDS
Miami

MRS. GILBERT W. HUMPHREY
Miccosukee

THOMAS B. KIBLER
Lakeland

ALLAN L. EGBERT, Ph.D., Executive Director
WILLIAM C. SUMNER, Assistant Executive Director

DIVISION OF WILDLIFE
FRANK MONTALBANO, Director
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(904) 488-3831
TDD (904) 488-9542

April 24, 1996

Mr. Don Poindexter, Planner
Department of Environmental Protection
Bureau of Land Management Services
3900 Commonwealth Blvd
Suite 213C, Douglas Building
Tallahassee, Florida 32399

Dear Don:

Attached are two (2) original Lease Agreements for Lease No. 4095, Fred C. Babcock / Cecil M. Webb Type I WMA. Upon final execution by your agency, please send me a fully executed original for our agency records.

Please feel free to contact me at (904) 488-3831, if I can be of further assistance.

Sincerely,

Judy Ann Drymon,
Land Management Specialist,
Bureau of Wildlife Management

Attachments
LEG 8-5

Judy\Letters\Lea.4095

FLORIDA GAME AND FRESH WATER FISH COMMISSION

JULIE K. MORRIS
Sarasota

QUINTON L. HEDGEPETH, DDS
Miami

MRS. GILBERT W. HUMPHREY
Miccosukee

THOMAS B. KIBLER
Lakeland

ALLAN L. EGBERT, Ph.D., Executive Director
WILLIAM C. SUMNER, Assistant Executive Director

DIVISION OF ADMINISTRATIVE SERVICES
HARRY F. JOINER, Director
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(904) 488-6551
FAX (904) 488-6988
TDD (904) 488-9542

FAX COVER SHEET
620 South Meridian
Tallahassee, FL 32301
Fax - 904-488-6988

Sender Voice Phone: 488-3831

DATE: 2/28/96

FROM: Judy Ann

TO: Mike Kimmer

TOTAL PAGES 3 INCLUDING THIS COVER SHEET

COMMENTS:

Need written comment on Paragraph #20.

Thank You,

Faxed Legal # 20 for Comment 2 J. Scott 3/7/96. Gab.

Department of Environmental Protection

Lawton Chiles
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Virginia B. Wetherell
Secretary

Febuary 6, 1996

Ms. Judy Drymon
Florida Game and Fresh Water Fish Commission
Division of Wildlife Management
620 South Meridian Street
Tallahassee, Florida 32399-1600

Re: Lease Number 4095

Dear Ms. Drymon:

Enclosed is the first page of Lease Number 4095. I changed the name from Cecil M. Webb Wildlife Management Area to Fred C. Babcock/Cecil M. Webb Wildlife Management Area as requested. Sorry for any inconvenience the mistake may have caused.

If you have any questions, feel free to call me at (904)488-2291.

Sincerely,

Don Poindexter

Don Poindexter, Planner
Bureau of Land Management Services
Division of State Lands

dp/
Enclosures

FLORIDA GAME AND FRESH WATER FISH COMMISSION

JULIE K. MORRIS
Sarasota

QUINTON L. HEDGEPETH, DDS
Miami

MRS. GILBERT W. HUMPHREY
Miccosukee

THOMAS B. KIBLER
Lakeland

ALLAN L. EGBERT, Ph.D., Executive Director
WILLIAM C. SUMNER, Assistant Executive Director

DIVISION OF WILDLIFE
FRANK MONTALBANO, Director
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(904) 488-3831
TDD (904) 488-9542

February 2, 1996

Mr. Don Poindexter, Planner
Department of Environmental Protection
Bureau of Land Management Services
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Dear Don:

Attached for revision is the first page of Lease Number 4095. The correct name for this Wildlife Management Area (WMA) is Fred C. Babcock/Cecil M. Webb. This correction will need to be made before we can route this agreement through our agency.

We appreciate your cooperation in this matter.

Sincerely,

Judy Ann Drymon
Land Management Specialist
Bureau of Wildlife Management

JAD/lz
LEG 8-5
BWM\JUDY\POINDEXT.WEB

Enclosure

Department of Environmental Protection

Lawton Chiles
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Virginia B. Wetherell
Secretary

September 26, 1995

RECEIVED
SEP 28 1995
BUREAU OF
WILDLIFE MANAGEMENT

Ms. Judy Mann
Division of Wildlife Management
Florida Game and Fresh Water Fish Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

Re: Lease Number 4095, Cecil M. Webb Wildlife Management Area

Dear Ms. Mann

Enclosed for execution are two originals of Lease Number 4095 between the Board of Trustees of the Internal Improvement Fund and the florida Gamen and Fresh Water Fish Commission.

Please have both documents signed, witnessed, notarized and sealed by the appropriate person and re[illegible] to this office for further processing and execution. [illegible] tion by this department a fully executed original [illegible] d to you for your records.

If you have any que[illegible] all me at (904)488-2291.

WEBB (Flatwoods)

Don Poindexter

Don Poindexter, Planner
Bureau of Land Management Services

dp/
Enclosures

The following amendments to lease 4095 can be made available upon request.

Lease Number	Date	Acreage	Unit Name	Funding Source	Current Term	Expiration Date
4095	4/26/1996	3500	Yucca Pens	CARL, Preservation 2000 (P2000)	50	2046
4095-1	6/2/1997	396	Yucca Pens Unit	CARL, Preservation 2000 (P2000)	50	2046
4095-2	7/3/1997	60	Yucca Pens Unit	CARL, Preservation 2000 (P2000)	50	2046
4095-3	1/26/1998	41.67	Yucca Pens Unit	Preservation 2000 (P2000)	50	2046
4095-4	2/26/1999	2552.48	Yucca Pens Unit	CARL, Preservation 2000 (P2000)	50	2046
4095-5	5/11/1999	665.04	Yucca Pens Unit	SGTF, Preservation 2000 (P2000)	50	2046
4095-6	11/8/1999	319.7	Yucca Pens Unit	CARL, Preservation 2000 (P2000)	50	2046
4095-7	3/20/2000	3611.66	Yucca Pens Unit	CARL, Preservation 2000 (P2000)	50	2046
4095-8	9/26/2000	21.6	Yucca Pens Unit	CARL, Preservation 2000 (P2000)	50	2046
4095-9	11/8/2000	168.18	Yucca Pens Unit	Donation from Port Charlotte Service Corp (112.77 acres), Preservation 2000 (P2000) (55.41 acres)	50	2046
4095-10	6/15/2001	980.57	Yucca Pens Unit	Preservation 2000 (P2000)	50	2046
4095-11	10/22/2001	924.28	Yucca Pens Unit	Preservation 2000 (P2000)	50	2046
4095-12	4/5/2002	699.44	Yucca Pens Unit	Preservation 2000 (P2000)	50	2046
4095-13	9/13/2002	633.88	Yucca Pens Unit	Preservation 2000 (P2000), Florida Forever	50	2046

				Trust Fund (FFF)		
4095-14	4/29/2004	30.9	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-15	3/15/2004	58.31	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-16	7/27/2004	31.2	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-17	2/22/2005	5.2	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-18	4/1/2005	40.3	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-19	6/1/2006	2.51	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-20	6/8/2007	42.92	Yucca Pens Unit	Preservation 2000 (P2000)	50	2046
4095-21	4/20/2010	47.05	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-22	4/20/2010	183	Yucca Pens Unit	Preservation 2000 (P2000)	50	2046
4095-23	7/23/2015	669.01	Webb Tract	Florida Forever Trust Fund (FFF)	50	2046
4095-24	1/13/2022	272.35	Yucca Pens Unit & Webb Tract	Florida Forever Trust Fund (FFF), Federal Wildlife and Sport Restoration Grant	50	2046
4095-25	6/17/2021	41.2	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-26	6/17/2021	154.17	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046
4095-27	5/27/2022	205.24	Yucca Pens Unit	Florida Forever Trust Fund (FFF)	50	2046

4095-28	1/31/2023	3.18	Webb Tract	Donation from Fish & Wildlife Foundation of Florida, Inc.	50	2046
4095-29	6/30/2023	39.97	Yucca Pens Unit	Donation from Florida Power & Light Company	50	2046
4095-30	8/7/2023	163.7	Webb Tract	Florida Forever Trust Fund (FFF)	50	2046

11.2 Easements and/or Other Agreements

11.2.1 Contract #21021

DIVISION LOG # 3142 AGREEMENT NUMBER

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR BOY SCOUTS OF AMERICA / FWC (BABCOCK WEBB BOY SCOUT CAMP MGT. AGREEMENT)

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE BABCOCK WEBB BOY SCOUT CAMP, ORIGINAL MGT. AGREEMENT

ORIGINATOR/CONTACT D. JERMYN PHONE 488-3831 DIV./OFFICE/MAIL 10

X NEW** __AMENDMENT __RENEWS OR EXTENDS **PURCHASING USE ONLY: POSTING - 7 DAY: 72 HR**

___EXPENDITURE** ___REVENUE X AGREEMENT ___EASEMENT/DEED ___LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION 10/21/68 END DATE 10/20/2067 OPTION FOR _____YEARS

TOTAL CONTRACT AMOUNT _____ PAYMENT AMOUNT $_____

BILLING PERIODS: ___MONTHLY ___QUARTERLY ___ANNUALLY ___OTHER_____

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) ___NO ___YES (Notify Property Administrator)

****NEW EXPENDITURE CONTRACTS:** (1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No._____
(2) Vendor/Recipient Checklist: Attached? ___Yes ___ No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	CATEGORY	AMOUNT	PROJECT ID			FY

Certified Minority: ___Yes ____No ____Not Available ___Not Appl. Minority Category _____ (See reverse side for options)

Commodity Code_____ Federal Funds: Agcy _____CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader		3/4/10	Budget Sheet is available upon request by external sources. ___ Yes ___ No
2. Budget Director (Expenditure Only)			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir./Section Leader			
4. Contracts Administrator			
5. Legal			
6. Accounting			Funds Availability: ___ Yes ___ No
7. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**			
__ Expenditure Contracts: Return to Originator for Contractor signature. __ Other documents: Send to **(circle)** Exec./Div./Reg./Inst./Off. Dir. for signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
8. Exec./Div./Reg./Inst. Dir. **execute**			
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*		3/08/10	Send executed Original Contract & Original Routing Form
Originator to OIG FSAA Originals			Send to OIG: Mail Code 1E

FWC 167/rev. 01/08 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

Scout Leader

FLORIDA GAME AND FRESH WATER FISH COMMISSION

R. BERNARD PARRISH JR.
Chairman, Tallahassee

GEORGE G. MATTHEWS
Vice Chairman, Palm Beach

DONALD G. RHODES, D.D.S.
West Eau Gallie

NELSON A. ITALIANO
Tampa

CECIL C. BAILEY
Jacksonville

ROBERT M. BRANTLY, Executive Director
H. E. WALLACE, Assistant Executive Director

FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, Florida 32304

W/L MGT.
MAY 8 1979
DIR. FWS
ASST.
STATIS.
X BU. CH. 35 JHS
BU. CH. RES.
E. S. COOR.
SECT'Y
X FILE Webb Boy Scout

May 8, 1979

Mr. Randall E. Beaver, Scout Executive
Southwest Florida Council #88
Boy Scouts of America
8600 South Tamiami Trail
Fort Myers, Florida 33907

Dear Mr. Beaver:

I have your letter of May 4 in which you state your readiness to appear before the Commission to present an annual report on your operations as set forth in the current lease agreement.

Since talking with you by phone today and ascertaining that there were no real problems that needed to be brought to the attention of the Commission, I see no reason for you to incur the time and expense of making a personal appearance to present your report.

Therefore, I suggest that you simply provide us with a written report covering activities and developments at the camp for the period July 1, 1978-June 30, 1979.

Please know we do appreciate your cooperation.

Sincerely,

H. E. Wallace
Assistant Executive Director

HEW/ory

bcc: Mr. Fred W. Stanberry
Mr. Larry Campbell

SCOUTING/USA

A program for Cub Scouts, Scouts and Explorers

Boy Scouts of America

Southwest Florida Council #88

8600 South Tamiami Trail
Fort Myers, Florida 33907
Telephone: (813) 936-8072

May 4, 1979

MAY 7

Colonel Robert M. Brantley
Executive Director
Florida Game & Fresh Water Fish Commission
620 Meridian
Tallahassee, FL 32304

Dear Colonel Brantley:

Representatives of the Southwest Florida Council would like to appear before the Commission to report on the status of the Southwest Florida Scout Reservation.

If it is your wish that we should do so, please tell me when such a report will be convenient for you.

Sincerely,

Randall E. Beaver
Scout Executive

Serving the youth of Charlotte, Collier, Lee, and parts of

A participating agency of the United Way of Charlotte County

Webb WMA

October 3, 1978

Mr. Randall E. Beaver
Council Scout Executive
8600 South Tamiami Trail
Ft. Myers, Florida 33907

Dear Mr. Beaver:

Your request for construction of a cub scout and family campground and the construction of a barbwire fence along the western edge of the lake's spillway ditch was approved at the Commission meeting on September 22 in Orlando. It is understood that you will confine the construction of the camp site to the specifications you included in your letter of August 30, 1978, and that gates would be constructed each one-quarter mile of the new barbwire fence along the western boundary.

I am requesting that you contact Biologist Larry Campbell if there are any departures from the agreed-upon specifications for either the campground or fence. I am sure that reasonable arrangements can be made, if required, to make these facilities serve the purpose for which they are intended. I would appreciate receiving a final report on the two projects when they have been completed and look forward to reporting on the completed project to the Commission.

I appreciate your cooperation in providing us information on the proposed construction and I believe that if we keep each other well informed, we can work out mutually acceptable arrangements for both the Boy Scouts and the Commission to accomplish their primary missions on the C. M. Webb Wildlife Management Area.

Sincerely,

Colonel Robert M. Brantly
Executive Director

7007dr/1/5p
cc: Mr. Larry Campbell

Post 10-6

Copies to Larry Campbell
and Bob Towery
Done
8-30 Va FHS

Bring to Fred's Attent
first thing Tommorrow

Florida Fish and Wildlife Conservatio

SCOUTING/USA

A program for Cub Scouts, Scouts and Explorers

Boy Scouts of America

Southwest Florida Council #88
8600 South Tamiami Trail
Fort Myers, Florida 33907
Telephone: (813) 936-8072

W/L MGT.
AUG 30 1978
DIR.
ASST.
STAFF
SU. CH. 35
SU. CH. RES.
E. S. COOR.
SEC'TY
FILE
AUG 30 1978

August 25, 1978

Fm #16

Col. Robert M. Brantley
Executive Director
Florida Game and Fresh Water Fish Commission
620 Meridian
Tallahassee, Florida 32304

Dear Col. Brantley:

Thank you for taking the time to meet with our Scouting officials at the Southwest Florida Scout Reservation this afternoon. All who attended enjoyed the meeting and found it most productive.

You asked that we provide additional information related to our proposed construction of a Cub Scout Family Campground. That information is contained in the attached memo directed toward the members of the Commission.

A color coded map master plan of the Southwest Florida Scout Reservation and a detailed drawing of the proposed Cub Scout Family Camping Area is enclosed.

It is our hope that the Commission will be able to grant us permission at its September meeting to complete the two projects mentioned in the memo. If you need any additional information or clarification please feel free to call at any time.

We will continue to work closely with Game Biologist Larry Campbell in all phases of our camp development. His services to us have been most valuable, and his experience makes his opinion valued.

Thank you again for your continued assistance and cooperation.

Sincerely,

Randall E. Beaver
Scout Executive

REB/kam

Serving the youth of
Charlotte, Collier, Lee,
and parts of
Hendry Counties

A participating agency of the
United Way of Charlotte County
United Fund of Collier County
United Way of Lee County

SCOUTING/USA

A program for Cub Scouts, Scouts and Explorers

Boy Scouts of America

Southwest Florida Council #88
8600 South Tamiami Trail
Fort Myers, Florida 33907
Telephone: (813) 936-3072

W/L MGT.
AUG 30 1978
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BU. CH. RES.
E. S. COOR.
SECT'Y
FILE

TO: Col. Robert M. Brantley
Executive Director
Florida Game and Fresh Water Fish Commission
620 Meridian
Tallahassee, Florida 32304

FROM: Boy Scouts of America, Southwest Florida Council
8600 South Tamiami Trail
Fort Myers, Florida 33907

SUBJ: Requesting permission to conduct limited expansion of the Southwest Florida Scout Reservation.

DATE: August 25, 1978

1. Construction of Cub Scout and Family Campground.

The Campground would be located in the area known as the oil drilling site and would consist of 12 campsites which would be situated along a circular drive approximately 800 feet in diameter. This would be a primitive type camping facility. There would be no electrical or sewage hookups. Each of the 12 camping sites would be selected individually, taking into account the natural vegitation and terrain. Other than placing a few culverts in the ditch that would be dug around the driveway, there would be no need for any excavations.

Water would be brought into the center of the circular drive and this would be the only water outlet made available at this time.

This family camping area would be made available to non Scouting groups as is our camp Dr. Franklin Miles.

2. Construction of a barbed wire fence along the western boundry

We would like to ammend our original request. It would best suit our purposes to construct the barbed wire fence along the western edge of the lakes' spillway ditch. In compliance with your request, the gates would be constructed each ¼ mile.

3. Additional Information

A color coded master plan of the Southwest Florida Scout Reservation and detail drawing of the Cub Scout Family Camping Area is attached.

3. Additional Information (continued)

It is our hope that the Commission will be able to grant us permission at its September meeting to complete the two projects mentioned.

Thank you for your continued assistance and cooperation.

Respectfully submitted,

Randall E. Beaver
Council Scout Executive

File
Webb Boy Scout

August 16, 1978

Mr. Larry Campbell
Game and Fresh Water Fish Commission
Route 2, Box 992
Punta Gorda, Florida 33950

Dear Larry:

This is my response to your questions in your letter of August 7, 1978.

1. Hunting - Only on that portion of the area where actual construction has taken place will hunting be excluded. This area will be posted by the Commission (par. 7 of the lease). The area does not have to be closed but they would assume liability if they allowed use. They are responsible for $500,000 in liability insurance under par. 4 of the lease. In par. 7, they also agreed to minimum use during the hunting season.

2. Public Access - Those lakes constructed by the Boy Scouts should be used only by the Boy Scouts. This is not directly addressed but it would only be equitable. Further agreements, if any, should include an addendum to address this issue, or for that matter, we could draw up an addendum to spell this out in the present lease. We should discuss this at our meeting.

3. Scout Usage of the Webb Area - Their activities should be confined to the area described in the Agreement, par. 1. Under par. 5 they are to abide by our present regulations which require a Webb area recreation or management area permit. Hikes during field trials should be prohibited if they interfere with the field trials.

4. Cattle Grazing - Our lease with the cattle man is legal, including portions of the area leased to the Boy Scouts.

5. Timber Management - The Boy Scouts are not given any rights for timber management, harvesting or sale in the present lease.

6. Control Burning and Fire Lanes - The Commission is responsible for all control burning. There is no language in the present lease to allow the Boy Scouts to burn any portion of the area.

7. Water - I need your specific recommendations on this issue. They should be allowed to handle their drainage problems unless they interfere with the overall water management plan for the Webb area.

8. Nuisance Wildlife - I believe it is necessary to remove the alligators since we agreed to their using the area and developing it. We obviously usurped the priority of wildlife when we allowed the Boy Scouts to come into the area. If there was a large nuisance alligator on the lake which is being developed near the interstate, I believe that we would remove the alligator to assure public use or peace of mind, or whatever.

9. Insurance - We need an answer from the attorney on this. Under any conditions, a suit or a claim could be made against the State since no one is exempt from liability claims.

10. Minerals - The contract does not give the Boy Scouts or anyone else the mineral rights to the areas, period. Any mineral, soil, spoil or rock belongs to the State. Anyone would need special permission from the State to remove it. If such arrangements are anticipated, it should be addressed in their plans to the Commission.

11. Fencing - They can not build a fence without the Commission's permission. This should be adequate control.

12. Federal Aid - I am not aware that the Federal Aid people know about the Boy Scout lease. At least, since I have been in this office. Why were they not involved when the contract with the Boy Scouts was initiated in 1968?

I think we need to get our ducks in a row before we contact them at this late date.

Attached is a copy of the signed contract.

Sincerely,

Fred W. Stanberry, Director
Division of Wildlife

7007v1oR2/A
cc: Mr. Gene Wallace
Mr. Ken Gilleland
Major J. O. Brown
Mr. Frank Smith
Mr. Bob Towry

Read to #7 12:15 PM 7-13-78 F. Myers 1974

Upon motion of Mr. Thomas, seconded by Mr. Burnett and carried, the Opening and Closing Orders were approved, with the exception of Item E, Authorization to advertise establishment of Merritt Island bird sanctuary, Brevard County. Mr. Thomas made a motion, seconded by Mr. Burnett and carried, that action on this item be tabled until the December meeting.

Chairman Phipps stated that at this time he would like to recognize one particular gentleman from south Florida who dedicates his life to conservation efforts, both in terms of money and time spent, and who has the highest principles that anyone could possibly have. He stated that the Commission has been long overdue in honoring Calvin R. Stone, a member of the staff of Florida Power and Light Company, a past president of the Florida Wildlife Federation, and a member of the Everglades Conservation and Sportsmen's Club. He pointed out that Mr. Stone had donated his own lands to the State of Florida and has always acted in the best interest of the sportsmen of the entire state. He related that Mr. Stone came to him when he was appointed a member of the Commission, told him he would never interfere with his decisions, and assured him that he was available for any help he could render. The Chairman asked Mr. Stone to come forward to receive a small token of the Commission's appreciation for his untiring service to conservation. He then presented him with a plaque for his outstanding contribution to wildlife and natural resources.

Mr. Stone stated: "I feel very honored; I accept this with all sincerity and I will cherish it. I have known the Commission just about all its life--watched it grow from a baby, you might say. It has not always been perfect, but it is a part of our state and I feel it has grown to adulthood. I am really happy with the Commission, and I stand ready to help in any research or to give any information in my office which is available. I feel as a citizen of Florida that the Commission deserves as much recognition as any other conservation department in the nation. Thank you very much."

The Chairman recognized Mr. Ralph Nash, Scout Executive, Southwest Florida Council of the Boy Scouts of America, Ft. Myers, who presented a progress report on activities on the Scout reservation at the Webb Wildlife Management Area in Charlotte County. He expressed appreciation to the Commission for the use of this land. He advised that in October 1968 the Southwest Florida Council entered into a lease for two sections of land on the eastern boundary of the field trial area within the Webb area, a land and facilities utilization plan was then developed, construction of the reservation began in February 1970, and the camp was formally dedicated on July 4, 1971. Mr. Nash stated that the camp had accommodated about 300 summer campers per season and reached 400 during the summer of 1974. In addition, the Council provided the camp facilities at no cost to the Lee County Association for Retarded Children, who camped about 50 children for one week, and the Peace River Baptish Youth Association, with 100 children attending. Other uses of the camp included District Camporees, Webelos Father and Son programs, Parents Without Partners, various church adult and youth groups, professional organizations and civic clubs. The camp is also open for weekend trips, thus serving other people in the community and giving them better rapport for scouting.

Commissioner Thomas asked if facilities were available for asthmatic children or others with allergies who could not sleep on the ground. Mr. Nash replied that no accommodations were available at this time since no cabins were built for sleeping but that the Council was implementing a plan to serve handicapped children and family camping.

The Chairman thanked Mr. Nash for his report, stating that he felt a great job was being done and that he also appreciated the dedicated citizens working with the Council to make this program possible.

Under Old Business, Mr. Woods reported that the Fisheries staff had met to discuss future bass tournaments in Florida and the Commission's involvement with them. He stated that at this time the staff could not find biological damage to the bass populations due to bass tournaments. He reported that fishery personnel have monitored three bass tournaments so far and plan to monitor the big tournament being held on Lake Kissimmee November 21 and 22. He indicated that Mr. Steve Smith, Project Leader of the Commission's Largemouth Bass Investigations, had been designated to establish a monitoring program in the big tournaments. Mr. Smith will be in a position to recommend guidelines for the conduct of bass tournaments in Florida. At this time he felt the staff should encourage a live release program but could not recommend the replacement of tournament-caught fish with fingerlings or sub-adult fish as being biologically necessary. Mr. Woods indicated that some tournament sponsors had expressed a desire to contribute financially to conservation and that he felt a program to accept and administer such projects should be established.

Mr. Woods felt that the Commission could establish any rules necessary to protect the fish, but it was possible that additional legislation would be necessary to protect the fishermen. He felt eventually the permit requirement should be a part of the Wildlife Code Book. Mr. Hoffman was instructed to review the existing statutes to determine any additional legislation that may be necessary and to determine whether a rule requiring bass tournament permits should be established at the December Commission meeting or whether it should be established as a part of the Code Book changes.

Mr. Heath presented the financial report as of October 31, 1974 which reflected a cash balance of $970,000. He advised that all invoices received by the Division of Administrative Services by October 1, 1974 had been vouchered and sent to the to the Comptroller for payment, that revenue received is $800,000 below the budget projections, and expenditures are $1,090,000 lower than budget projection. He summarized the previously presented detailed report to the Commission and Staff concerning the aquatic weed fund in which he pointed out that with the help of the State Auditor a discrepancy in record-keeping dating back to 1969 had been discovered and is being corrected. He stated that after deducting approximately $200,000 due the Commission for rent and overhead, a total of approximately $250,000 remains in the fund available for aquatic weed operations. This evaluation is still in process and may bring about further adjustments. Mr. Heath explained that the youth camps have experienced $16,000 costs over income the past six months and that the Information-Education Division will absorb this cost.

Webb WMA

October 3, 1978

Mr. Randall E. Beaver
Council Scout Executive
8600 South Tamiami Trail
Ft. Myers, Florida 33907

Dear Mr. Beaver:

Your request for construction of a cub scout and family campground and the construction of a barbwire fence along the western edge of the lake's spillway ditch was approved at the Commission meeting on September 22 in Orlando. It is understood that you will confine the construction of the camp site to the specifications you included in your letter of August 30, 1978, and that gates would be constructed each one-quarter mile of the new barbwire fence along the western boundary.

I am requesting that you contact Biologist Larry Campbell if there are any departures from the agreed-upon specifications for either the campground or fence. I am sure that reasonable arrangements can be made, if required, to make these facilities serve the purpose for which they are intended. I would appreciate receiving a final report on the two projects when they have been completed and look forward to reporting on the completed project to the Commission.

I appreciate your cooperation in providing us information on the proposed construction and I believe that if we keep each other well informed, we can work out mutually acceptable arrangements for both the Boy Scouts and the Commission to accomplish their primary missions on the C. M. Webb Wildlife Management Area.

Sincerely,

Colonel Robert M. Brantly
Executive Director

7007dr/1/5p
cc: Mr. Larry Campbell

Att 10-6

SPEED LETTER

TO Mr. Ford Snowell
Bureau of Sport Fisheries and Wildlife
Peachtree-Seventh Building
Atlanta, Georgia

FROM A. G. Sprott, Asst. Chief
Game Division
Florida Game and Fresh Water Fish
Commission
Tallahassee, Florida

SUBJECT

NO. 9 & 10 FOLD

MESSAGE

DATE April 6 1971

Dear Ford: Here is the copy of the lease between the Commission and the Southwest Florida Council, Boy Scouts of America, which you asked me for.

If we may be of further assistance in this regard, please advise.

SIGNED

REPLY

DATE 19

NO. 9 FOLD

NO. 10 FOLD

SIGNED

Gray Line "SNAP-A-WAY" FORM 44-902 3 PARTS
WILSON JONES COMPANY • © 1961

770

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

SNAP-A-WAY AND RETAIN YELLOW COPY. SEND WHITE AND PINK COPIES WITH CARBON INTACT

17 October 1969

MEMORANDUM

TO: H. E. Wallace, Assistant Director

FROM: James A. Powell, Chief, Game Division

I checked the Boy Scount lease on the Webb Area and find that the lease was dated 21 October 1968; therefore, they have until October 1970 to initiate construction.

JAP:jc

SHEPPARD & WOOLSLAIR

ATTORNEYS AT LAW

LORRAY BUILDING, 1412 JACKSON STREET

FORT MYERS, FLORIDA 33902

W. A. SHEPPARD
JOHN K. WOOLSLAIR
JOHN WOOLSLAIR SHEPPARD

PLEASE REPLY TO

P. O. BOX 509
PHONE EDISON 4-1141

October 28th, 1968

Game and Fresh Water Fish Commission
Farris Bryant Building
620 South Meridian Building
Tallahassee, Florida 32304

S

Attn: Mr. James A. Powell
Chief, Game Division

Re: Southwest Florida Council, Inc.
Boy Scouts of America

Dear Mr. Powell:

In further reference to the captioned matter I now enclose herewith two fully executed copies of an agreement which has been signed by the Southwest Florida Council, Inc. I also enclose herewith our office check in the amount of $1.00 which payment was specified in the agreement.

If there is anything further that may be required at this point, please let me know.

Yours very truly,

John W. Sheppard

JWS/se
Enclosures
cc: Mr. Jim Watson

$1.00 check & lease
copy to fiscal
4 Nov 68

GAME ... DIV.

This Agreement, made and entered into this, the 21st day of October, 1968, by and between the SOUTHWEST FLORIDA COUNCIL, INC., BOY SCOUTS OF AMERICA, its successors or assigns, hereinafter referred to as the "Council" and the GAME AND FRESH WATER FISH COMMISSION OF THE STATE OF FLORIDA, hereinafter referred to as the "Commission":

W I T N E S S E T H

The parties hereto for and in consideration of the sum of One Dollar ($1.00), cash in hand paid by each to the other, and other valuable considerations; namely the education and development of the youth of Florida, particularly in the area of wildlife conservation, and our honest efforts of making better men out of boys; and the mutual covenants and agreements hereinafter contained, do hereby covenant and agree as follows:

1. The Commission hereby leases, assigns and sets over unto the Council subject to the conditions herein set forth, Sections 4 and 9, Township 41 South, Range 25 East, of the Cecil M. Webb Wildlife Management Area for the purpose of developing and maintaining a Boy Scout Camp for the period of 99 years from July 1st, 1968, the rental hereon of $1.00 payable in advance. The Commission shall grant the use of suitable and convenient rights of way for ingress and egress to the area.

2. The property which is the subject of this Agreement shall be used for the general corporate purposes of the Boy Scouts of America and primarily for camping purposes, the construction and maintenance of permanent buildings, rifle and archery ranges, skeet shooting, fishing, boating and swimming lakes and facilities, temporary camp sites, nature trails, and other facilities customarily a part of the Scouting movement from time to time. The actual acreage within the two sections that will be removed from wildlife production through the construction of facilities will not exceed two to three acres total. All development plans shall be in accordance with the National Council of the Boy Scouts of America, Inc., provided that the Commission shall be provided with a detail of all proposed plans for development and improvement which proposals and improvements shall include proposed plantings and foliage thereon planned. Initial overall development plans, lay-out plans and construction plans for this area, its camp and adjunctive facilities must be approved in advance and in writing by the Director of the Commission. It is hereby

agreed that prior to any modification of a substantial nature of the initial plan referred to above, said modification shall be presented to the Commission for its concurrence; and that on or before July 1 of each year during the term of this Agreement representatives of the Council shall present its current report of the year's operations and plans for future operations to the Commission for its information and concurrence. Trees or shrubs or foliage removed from or added to the premises shall be with prudence and all effort shall be used to preserve the natural beauty and to proceed with good conservation practices. The Council shall use all reasonable effort to begin construction and occupancy under this Agreement within twenty-four months from the effective date of this Agreement.

3. The camp and all of its appurtenances shall be operated by and under the direction of the Council and the Commission in accordance with the purposes and methods of the Boy Scouts of America for the education and development of the youth of Florida.

4. The Council shall maintain the premises to standards of good repair, orderliness, neatness, sanitation and safety acceptable to the Commission, which shall be sufficient if the same shall meet the safety standards established by the Boy Scouts of America. The Council shall maintain public liability insurance protecting and holding harmless the Commission to the extent which shall be comparable to similar type facilities throughout the country but in no event less than $500,000.00.

5. The Council, in exercising the privileges granted by this Agreement, shall comply with all regulations and rules of the Commission and with all Federal, state, county and municipal laws, ordinances, or regulations, which are applicable to the area or to the operations covered by this agreement.

6. Upon abandonment, termination, revocation or cancellation of this Agreement, the Council shall remove within a reasonable time all structures and improvements except those owned by the Commission, and shall restore the site, to its original state as nearly as possible, unless otherwise agreed upon in writing or in this Agreement. If the Council fails to remove all such structures or improvements within twenty-four (24) months, they shall become the property of the Commission.

7. The Commission and Council hereby acknowledge: that the primary purpose of the Cecil M. Webb Wildlife Management Area is for the production of fish and wildlife and related public outdoor recreation and that it is the intent of both parties hereto to cooperatively work together toward the maximum realization of this primary purpose consistent with the objectives of the Council as herein outlined; that control burning, food planting, ditching, and free access to the area by Commission personnel is important to the realization of this primary purpose; that use of the camp will be kept to the minimum during that period of the year when the management area is opened to hunting, said period shall be announced at the annual planning meeting; and further that only those portions of the area where actual camp construction has occurred and on which camping is actually taking place and where hunting would constitute a hazard to campers or property will be closed to hunting as a result of this Agreement. Those areas where hunting is prohibited will be posted by the Commission.

8. In the event the Council shall fail to perform fully, completely, and promptly any obligation imposed upon it by this Agreement or to comply with any of the terms or provisions of this Agreement and shall fail to fully and completely correct and cure such default within sixty (60) days after written notice is given it by the Commission, the Commission may, at its option, terminate and cancel this Agreement and all rights and privileges of the Council hereunder. The failure of the Commission to terminate this Agreement for the non-performance by the Council of any of the obligations herein imposed upon it shall not be deemed a waiver of forfeiture and shall not operate to bar, abridge, or destroy the right of the Commission to terminate this Agreement upon any subsequent breach by the Council.

9. It is clearly understood that nothing under the terms of this Agreement or any usage of the Commission's land contemplated by this Agreement will render the Commission liable for property or personal damages resulting from any usage of this area by the Council or by persons authorized by the Council to use said area.

10. The word "Council", wherever used in this Agreement, shall mean the Southwest Florida Council, Inc., Boy Scouts of America, its successors

and assigns carrying out similar related purposes and the "Commission" shall mean the Game and Fresh Water Fish Commission of the State of Florida and its legal successors.

11. All notices to be given the Council shall be addressed to: President, Southwest Florida Council No. 88, Boy Scouts of America, P. O. Box 1139, Fort Myers, Florida 33902, or to such other address as the Council, from time to time, may furnish the Commission, and all notices to be given the Commission shall be addressed to: Game and Fresh Water Fish Commission of the State of Florida, Tallahassee, Florida 32304, or to such other address, as from time to time, may be furnished the Council by the Commission.

12. This Agreement is executed in two counterparts, each of which shall for all purposes be considered and deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and on their behalfs by their respective officers thereunto duly authorized on the day and year first above written.

SOUTHWEST FLORIDA COUNCIL, INC.

By _____
President

ATTEST:

_____
Secretary

GAME AND FRESH WATER FISH COMMISSION
OF THE STATE OF FLORIDA

By _____
Chairman

ATTEST:

_____
Director

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this 21st day of October, 1968, before me personally appeared H. Milton Link and James H. Watson, President and Secretary, respectively of Southwest Florida Council, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Agreement and severally acknowledged that the execution thereof was their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal the day and year last aforesaid.

Fred H. Edenfield, SR
Notary Public

(NOTARY'S SEAL)

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Aug. 2, 1971 Bonded By American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY, that on this 30th day of September, 1968, before me personally appeared W. B. Copeland and O. E. Frye, Jr., Chairman and Director, respectively, of the Game and Fresh Water Fish Commission of the State of Florida, to me known to be the persons described in and who executed the foregoing Agreement and severally acknowledged that the execution thereof was their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said Commission, and the said instrument is the act and deed of said Commission.

WITNESS my signature and official seal the day and year last aforesaid.

Hilda M. Elkins
Notary Public

(NOTARY'S SEAL)

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires March 20, 1969 Bonded By American Fire & Casualty Co.

Mospens, Richard

From: Mospens, Richard
Sent: Thursday, January 07, 2010 12:53 PM
To: Brooks, Mike
Cc: Johnson, David; McGrady, Jeff; Kemmerer, Mike; Taylor, Lee
Subject: RE: Boy Scout Gun Range Expansion
Attachments: BScout Lease-102168.pdf

Mike,
I have reviewed the Agreement dated Oct 21, 1968 between FWC and the Southwest Florida Council, Inc, Boy Scouts of America (a copy of which is attached) by which we lease the property in Sec 4 and 9, T41S, R25E for the use of a Boy Scout Camp. Here is the pertinent information from that lease:

1. The lease is for 99 years from July 1, 1968, thereby ending June 30, 2068.
2. The rental was $1.00, payable in advance.
3. The property is to be used for the general corporate purposes of the Boy Scouts of America and primarily for camping purposes, the construction and maintenance of permanent buildings, rifle and archery ranges, skeet shooting, fishing, boating and swimming lakes and facilities, temporary camp sites, nature trails and other facilities customarily a part of the Scouting movement from time to time.
4. The actual acreage that may be removed from wildlife production through the construction of facilities will not exceed 2-3 acres total.
5. We must be apprised of all development plans and provide prior written approval from the FWC Director.
6. By each July 1, we are to receive a report of the previous year's operation and plans for future operations for our information and concurrence.
7. Use of the camp is to be kept to a minimum during hunting season.

With the above information, I can make the following observations (though legal counsel input may be needed) regarding the proposed shooting range modification/addition:

1. I believe the allowed use is broad enough to include the shooting range change so long as what is planned is customary at other Boy Scout Camps. It would be nice to know exactly what the 100 yd range will be used for – there has been no mention of the caliber. I have connections with a local scout troop and the local council so I am sure I can determine if other camps offer what is planned. I did check the Rifling Merit Badge requirements and it is only with a muzzleloading rifle does it call for a 100 yd distance for target shooting. The other rifles mentioned are small caliber (modern cartridge type) (.22 rimfire) and air rifle (BB or pellet).
2. On the facilities issue, it is probably a question of original intent when the lease was drafted. A legal definition of "facility" is "something that is built or installed to perform some particular function". That is broad enough to include an entire shooting range area, but I do not believe that was the intent. Three acres is only about 360 ft x 360 ft. A shooting range alone could easily be that size.

It would probably make sense to at least send an email to Wayne Waltz to bring it to his attention, but if the plan is customary, I would not think anything special would be required.

I hope this helps to shed some light. Let me know if there are any other questions or need assistance with USFWS. -- Rich

From: Brooks, Mike
Sent: Tuesday, January 05, 2010 10:04 AM
To: Mospens, Richard
Cc: Johnson, David; McGrady, Jeff
Subject: FW: Boy Scout Gun Range Expansion

Rich, please look into this issue and coordinate with Legal to determine if this request is acceptable under our current agreement with BSA. If not, could we amend the agreement? I will contact Bill Cline and see what he knows. When we get these answers, then we will deal with the USFWS.

From: McGrady, Jeff
Sent: Tuesday, January 05, 2010 9:44 AM
To: Brooks, Mike
Cc: Johnson, David
Subject: FW: Boy Scout Gun Range Expansion

See bottom of string for description of request. I don't know if you have had any past dealings with BSA on Webb (I have not). Maybe we can add to today's discussion....

Jeffrey B. McGrady
Regional Wildlife Biologist
Florida Fish and Wildlife Conservation Commission
3900 Drane Field Road
Lakeland, FL 33811-1299
863-648-3205

Visit us at: http://myfwc.com/

From: Taylor, Lee
Sent: Monday, January 04, 2010 3:28 PM
To: McGrady, Jeff
Cc: Kemmerer, Mike
Subject: FW: Boy Scout Gun Range Expansion

After looking over the lease agreement, I can't determine whether or not the gun range is permitted under the lease agreement. My interpretation is that they are to keep all construction facilities to 2 to 3 acres which sounds like they are at or close to exceeding this size restriction. Looks like we will need a legal interpretation of what "construction facilities" are.

The agreement also states that if they abandon the site that the Boy Scout Council would be required to returned everything to its natural state; should we stipulate how this is to be done since there is potentially going to a lot of lead out there? With all that being said, I don't want to necessarily prevent them from developing another rifle range since they are promoting and educating youth on wildlife conservation; I just don't know if we can permit this under this lease agreement.

Lee

From: Kemmerer, Mike
Sent: Monday, January 04, 2010 2:20 PM
To: Taylor, Lee
Subject: RE: Boy Scout Gun Range Expansion

Here is a copy of the Boy Scout Lease, it has not been put on Sharepoint. From reading the lease, I am not sure they are allowed paintball but it would depend on contract interpretation since it could be deemed a necessary part of the Boy Scouts since they are generating funding to keep them operational. Another clause in the lease states they can only have 2-3 acres of improvements. The clause does not stipulate if improvements include only buildings or if cleared areas for campgrounds are included in this amount. If campgrounds are included, they are currently well over the amount, if it is only buildings, I do not know but probably very close.

From: Taylor, Lee
Sent: Tuesday, December 22, 2009 2:18 PM
To: Kemmerer, Mike
Subject: RE: Boy Scout Gun Range Expansion

The plan is to hold off commenting or forwarding this to Brooks until we can get a copy of the lease to see if this complies with the lease agreement and then send it to Brooks w/ our comments and recomendations.

From: Kemmerer, Mike
Sent: Tuesday, December 22, 2009 2:14 PM
To: Taylor, Lee
Subject: RE: Boy Scout Gun Range Expansion

It is not on the sharepoint as of yet. The 50 yd. range is a .22 range and the berm is not adequate for larger caliber weapons that are used on it. There was talk at one time about them converting it into the shotgun area but I am not sure that is still the plan. Shooting competitions were not mentioned in the 1960's lease agreement but it did say, close approximation, they could conduct activities for the betterment of the Boy Scout organization. At this time I am not aware of any shooting competitions but they do have bi-weekly paintball wars.

From: Taylor, Lee
Sent: Tuesday, December 22, 2009 2:01 PM
To: Kemmerer, Mike
Subject: RE: Boy Scout Gun Range Expansion

Do you have a copy of their lease or agreement with us? What is their reason(s) for having a 100yds range? Is the 50yd range inadequate or in need of repairs so they are upgrading? What about the shooting competitions out there is that in line w/ their original agreement/lease.

From: Kemmerer, Mike
Sent: Tuesday, December 22, 2009 1:52 PM
To: Taylor, Lee
Subject: Boy Scout Gun Range Expansion

Lee,

I have attached a request from the Boy Scouts at Camp Miles on the Babcock/Webb WMA to modify their gun range. They are requesting permission to add a 100 yd. rifle range. The range in the past is used by the Boy Scouts and FWC Hunter Education. The current gun range footprint occupies approximately 2.5 acres. The addition of the 100 yard range will increase the developed footprint to approximately 5 acres. The impact berm on the new range is located to the east of the fence dividing the Field Trial grounds from the Boy Scout camp. The range will be oriented east and west. The original plan had the berm in more of a southeast to northwest orientation which had the bullet impact area going towards the clubhouse and field trial residence. The bullet impact zone is now going into the middle of the field trial grounds. It is my understanding that Hunter Education has been working with them during the planning stages.

The range change was not addressed in the Babcock/Webb CMP and approvals must also come from Brooks and Fish and Wildlife Service. For my part, I do not have a problem with the addition but I am concerned about the long term small additions which are gradually eroding the native wildlife habitat for which the land was purchased.

Thanks,
Mike

December 14, 2009

TO WHOM IT MAY CONCERN

RE: PRICE SANDERS SCOUT RESERVATION

Dear Sir:

The Boy Scouts of America are proposing to build a 100 yard range pointing due West. We have a current 50 foot range which points northwest toward Bermont Road (Highway 74).

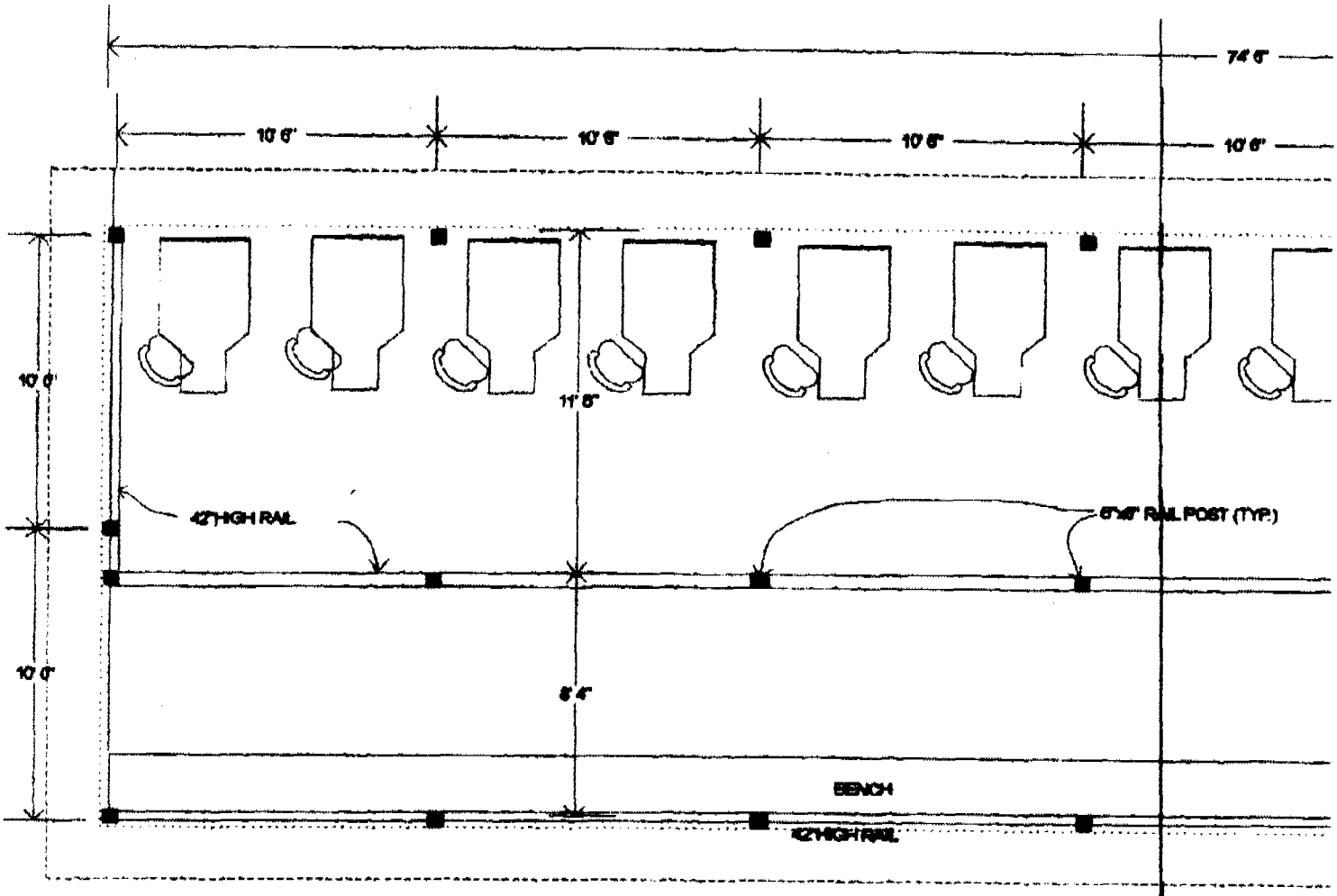
I have enclosed a drawing of the property reflecting the proposed 100 yard range. We have received from the N.R.A. a $16,000.00 Grant for the purpose of constructing this range house. We plan to construct a range house consisting of 10 new shooting stations and a storage room.

We are very anxious to start the scheduling of these improvements and hope to hear from you soon.

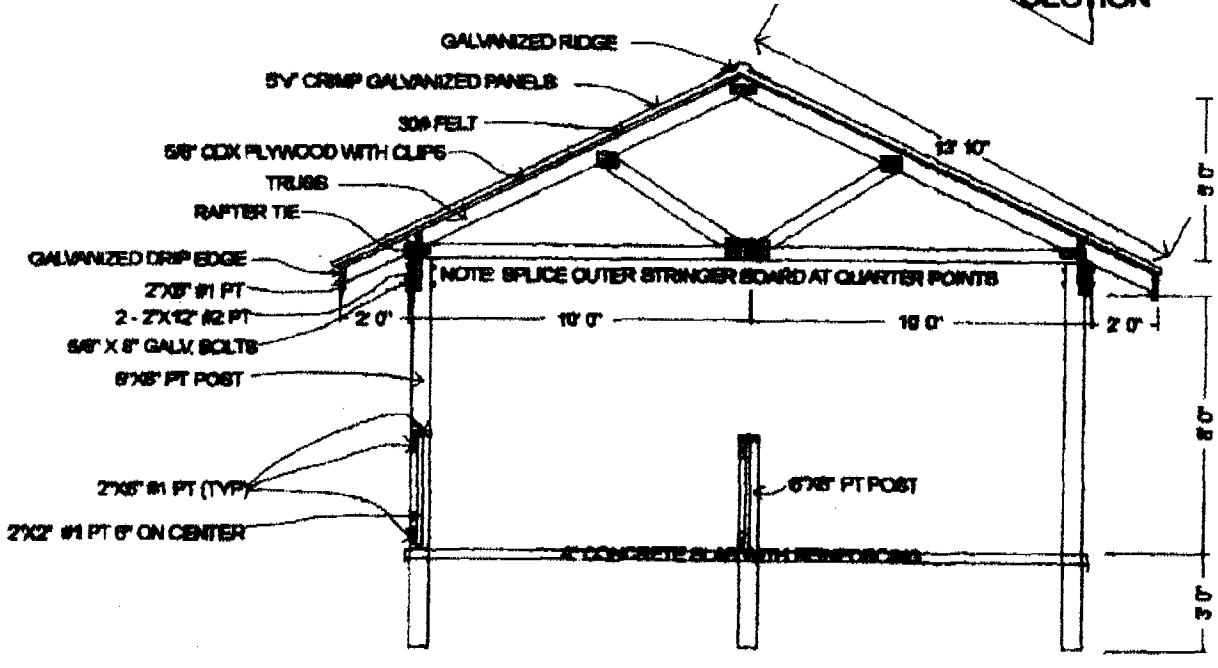
Of course, in the interim, should you have any questions regarding the above, please do not hesitate to contact me. I can be reached on my personal cell phone 941-769-7849 or my work cell phone 941-585-9244.

Sincerely,

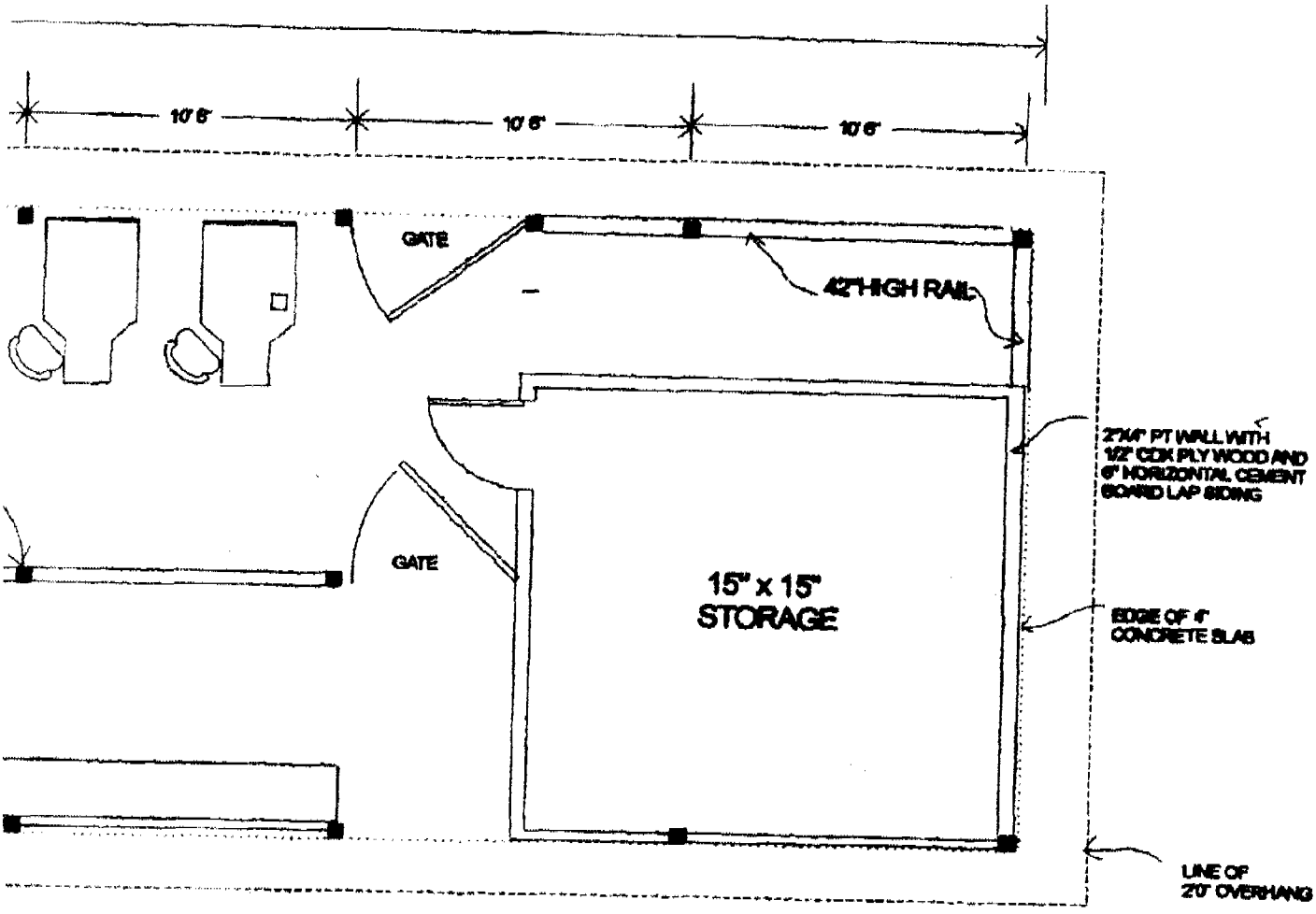
VAN A. HENRY
Director of SW FL Shooting Sports



SECTION

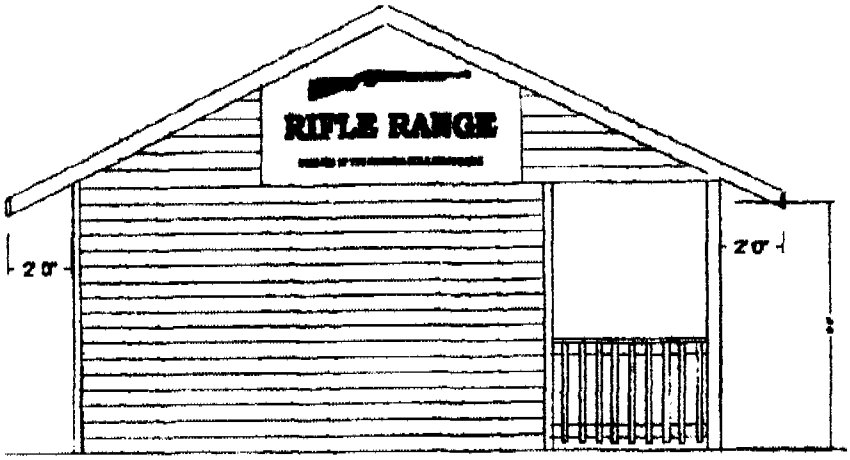


SECTION

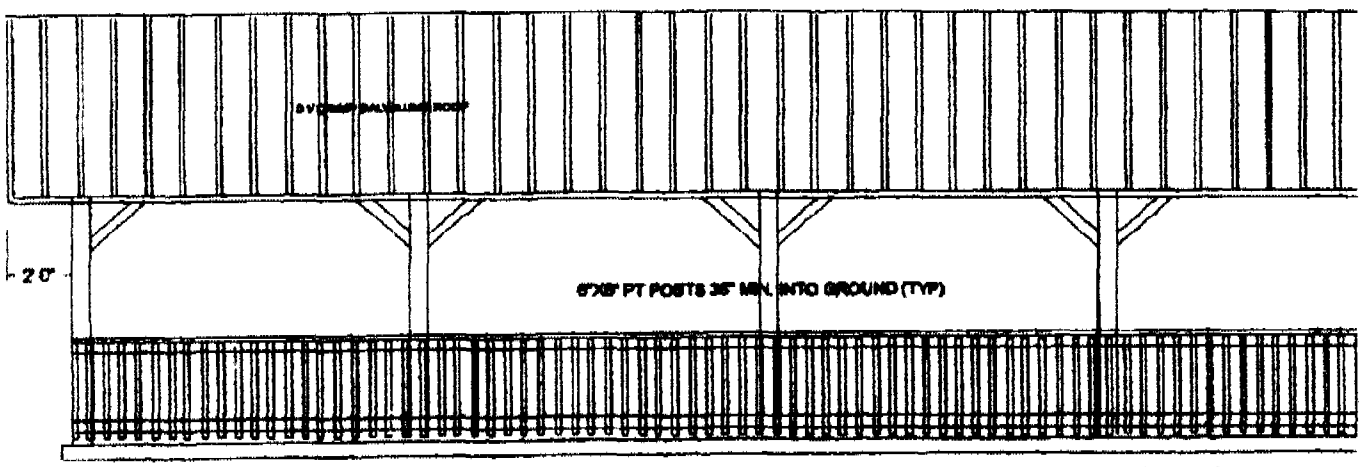


RIFLE RANGE SHELTER

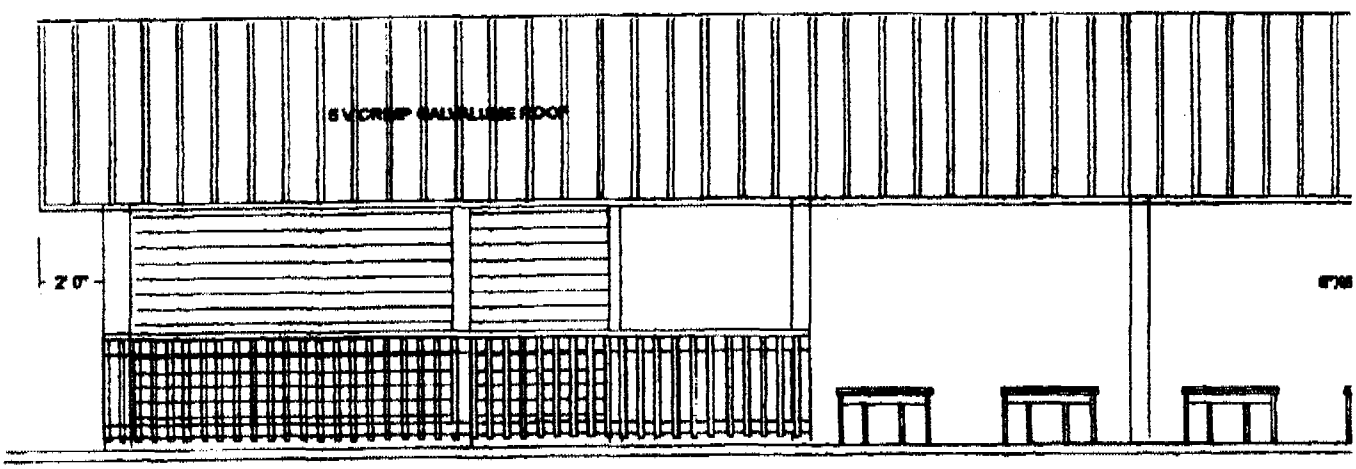
drawn by andy fleischman
11/10/09
scale 3/16"=1'0"



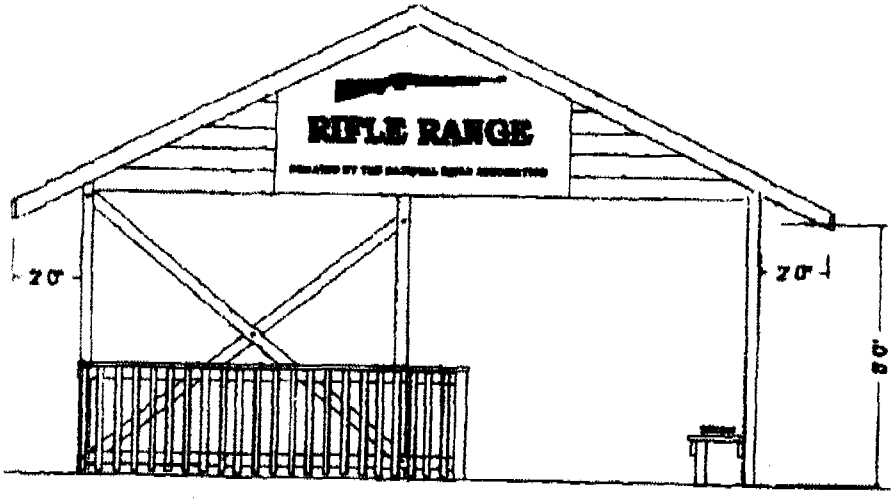
SHED END ELEVATION



ELEVATION

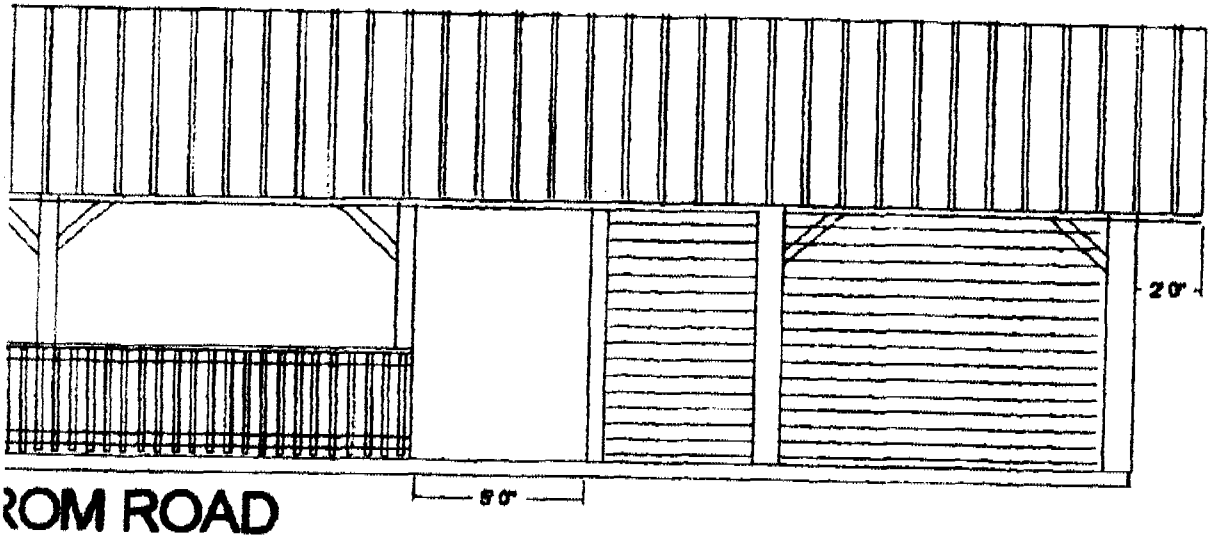


ELEVATION

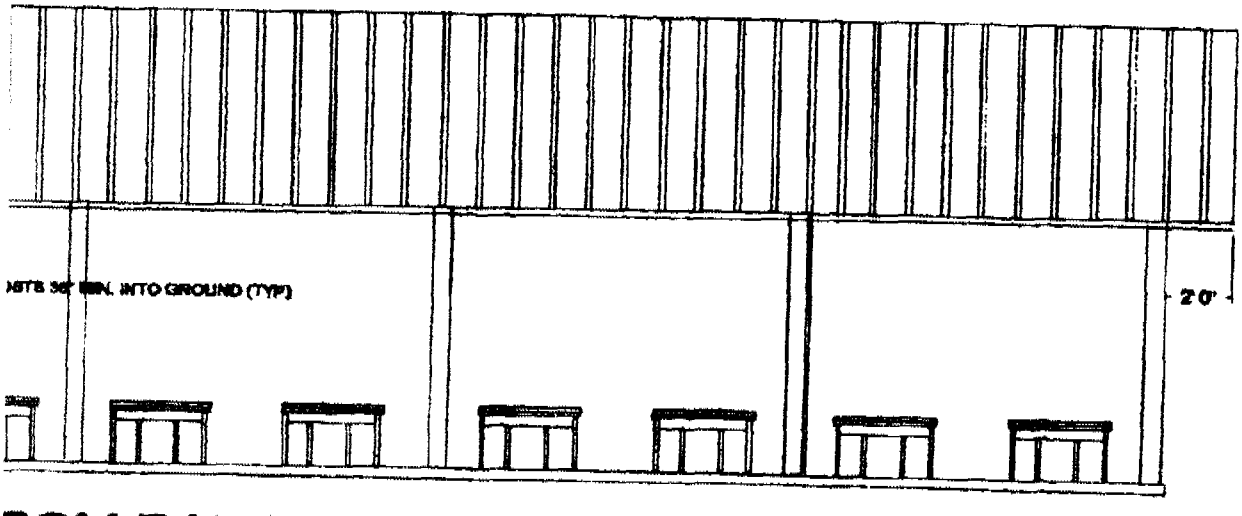


drawn by andy fleischman
11/7/09
scale 3/16" =1'0"

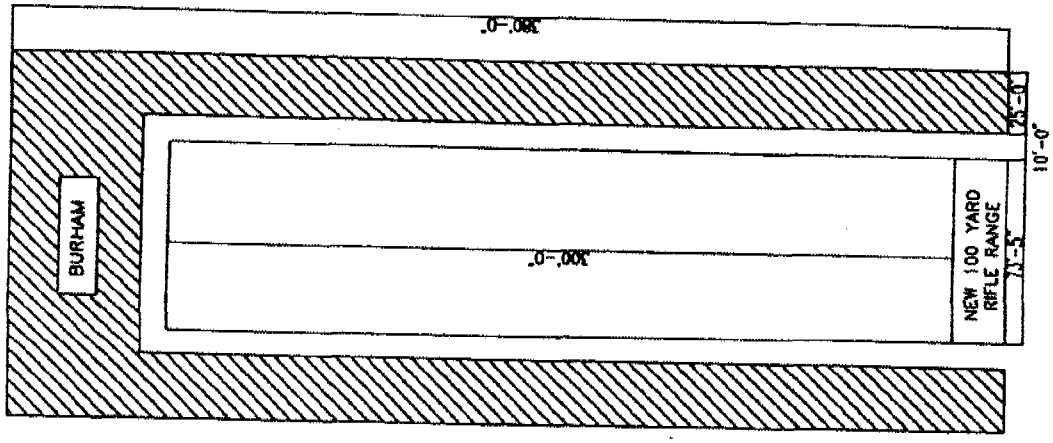
OPEN END ELEVATION

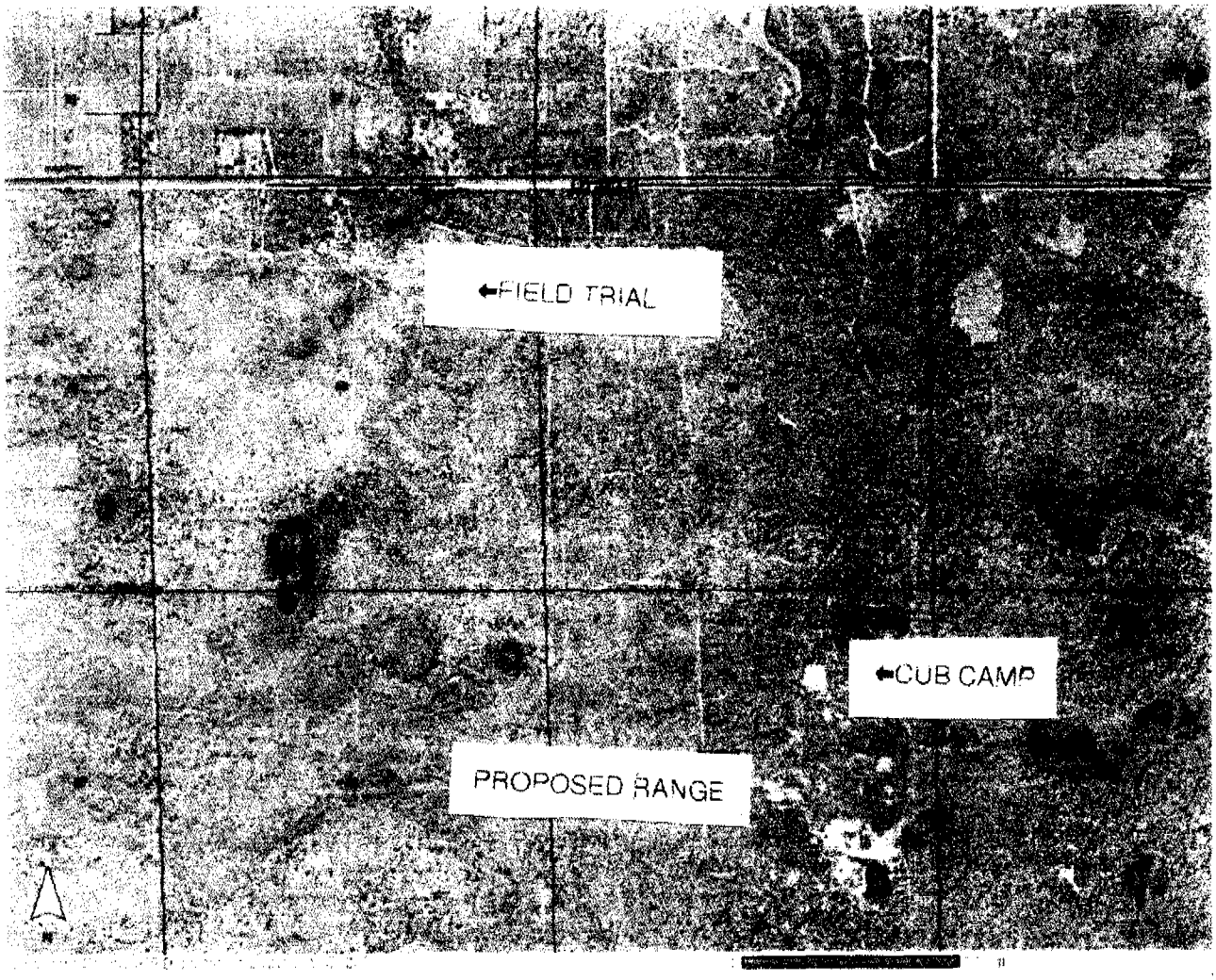


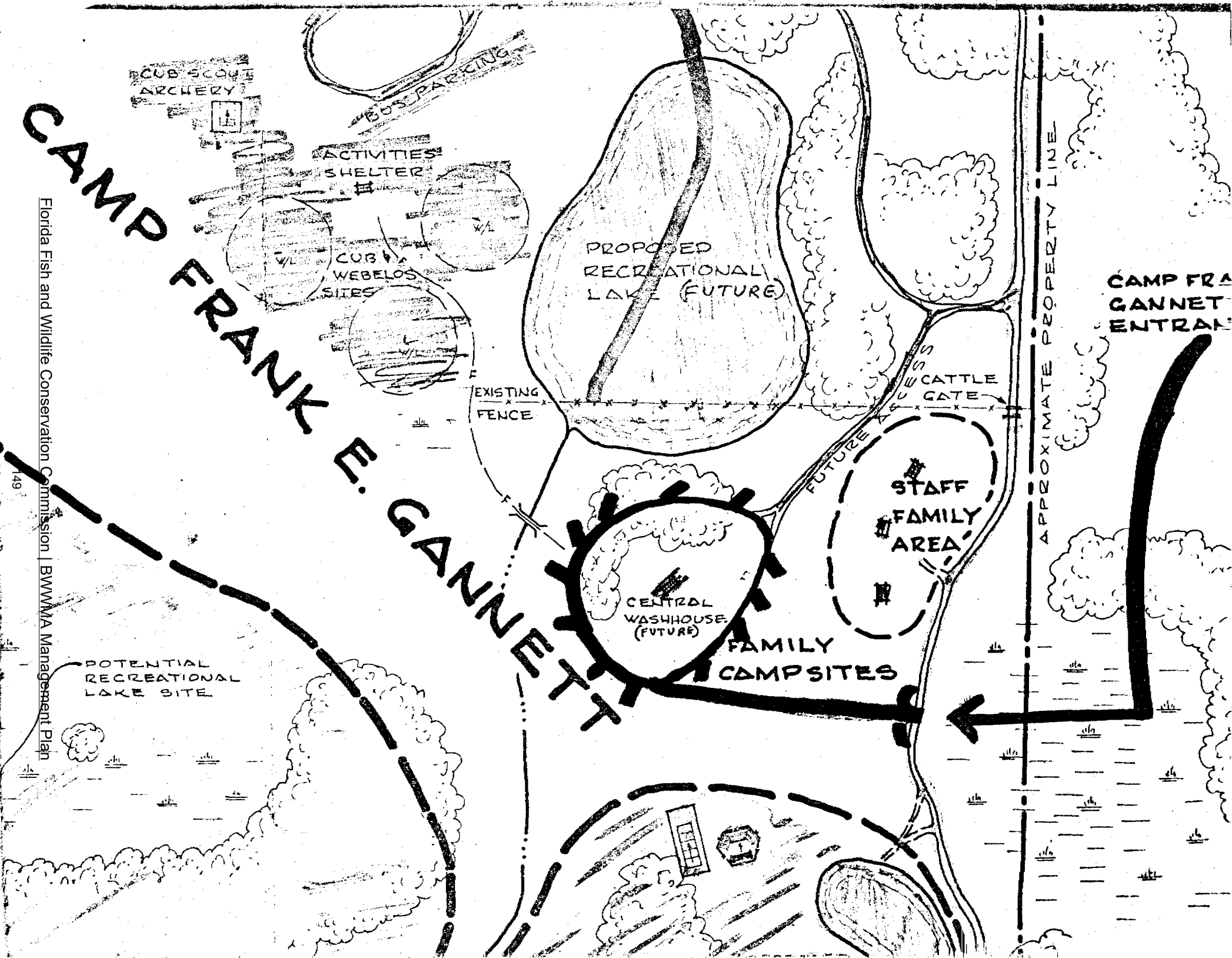
ROM ROAD



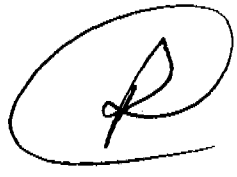
ROM RANGE


BURNHAM
NEW 100 YARD
RIFLE RANGE
10'-0"


←FIELD TRIAL
←CUB CAMP
PROPOSED RANGE


CAMP FRANK E. GANNETT
CUB SCOUT ARCHERY
BUS PARKING
ACTIVITIES SHELTER
W/L
CUB & WEBELOS SITES
PROPOSED RECREATIONAL LAKE (FUTURE)
EXISTING FENCE
CATTLE GATE
FUTURE
STAFF FAMILY AREA
APPROXIMATE PROPERTY LINE
CENTRAL WASHHOUSE (FUTURE)
FAMILY CAMPSITES
POTENTIAL RECREATIONAL LAKE SITE
CAMP FRA
GANNET
ENTRAN

LARGE FOLD OUT MAPS FOR THIS FILE ARE LOCATED WITH DALE JERMYN AND HIS FILES WITHIN THE OFFICE OF HABITAT AND SPECIES OFFICE AT SOUTH END OF 3RD FLOOR.



11.2.2 Contract #01224

DIVISION LOG # W 1453 [redacted] CONTRACT NUMBERS 01224

CONTRACT ROUTING REVIEW FORM

CONTRACTOR NAME FWC AND DMS

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. N/A

BRIEF TITLE LEASE FOR RADIO TOWER ON BABCOCK WEBB

__X__ NEW** _____ RENEWAL _____ EXTENSION __ AMENDMENT

CONTRACT BEGIN DATE EXECUTION END DATE 50 YEARS OPTION FOR N/A YEARS

ORIGINATOR/CONTACT P DOERR PD PHONE 488-3831 DIV./OFFICE/MAIL DOW/ BWM

TOTAL CONTRACT AMOUNT $ N/A PAYMENT AMOUNT $ N/A

BILLING PERIODS: ___ MONTHLY ___ QUARTERLY ___ ANNUALLY ___ OTHER _____

___ EXPENDITURE** ___ REVENUE _X_ AGREEMENT ___ EASEMENT/DEED __ LEASE

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION _X_ NO ___ YES (Notify Property Administrator)

**ALL NEW EXPENDITURE CONTRACTS: (1) FSAA State Project Checklist: Copy must be attached. (check to verify) ___ Yes N/A
N/A for the FWC
(2) Vendor/Recipient Checklist: Copy must be attached if State Project Checklist shows this is a State Project. Attached? ___ Yes ___ No

ORG. CODE	E.O.	OBJECT CODE	AMOUNT	PROJECT ID			FY

Certified Minority: ___Yes ___No ___Not Available ___Not Appl. Minority Category _____ (See reverse side for options)

Class/group Code _____ FLAIR: ___ Yes ___ No Federal Funds: Agcy _____ CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader	[signature]	5/28/02	
2. Bureau Chief	[signature]	5/28/02	
4. Bur. of Office Operations	[signature]	5/28/02	
5. Legal	[signature]	5/28/02	Change signature (is Dr. E's) and initial
6. ~~Division Director~~ Executive Director. **execute**	[signature]	4 June-2002	
Originator Copy to Accounting	N/A - pd		
Originator to Bur. of Office Ops.	[signature]	6/5/02	Send executed Original Contract and Routing Slip to BOO
Bur. of Office Ops. to Central Files			

Bwm/patti/contracts/misc/DMS Webb Rtgnewform

[signature] 12/29/10

MEMORANDUM

TO: Contract Reviewers

FROM: Nick Wiley, Chief, Bureau of Wildlife Management

SUBJECT: Lease Agreement for a Radio Tower on Babcock Webb WMA

Attached are two originals of a lease agreement between the Department of Management Services (DMS) and The Fish and Wildlife Conservation Commission (FWC). This agreement provides DMS the authority to contract with Com-Net Ericsson Critical Radio Systems Inc. to build a radio tower on lands owned by the FWC.

Thank you for your consideration of this matter.

LEG 8-5
PD
w\patti\contracts\misc\DMS Webb Lease Mem
Attachment

LEASE AGREEMENT

This lease is made and entered into between **FISH AND WILDLIFE CONSERVATION COMMISSION OF THE STATE OF FLORIDA**, hereinafter referred to as "**LESSOR**", and the **DEPARTMENT OF MANAGEMENT SERVICES, STATE TECHNOLOGY OFFICE**, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, the FISH AND WILDLIFE CONSERVATION COMMISSION hold title to certain lands and property being utilized by the State of Florida for public purposes; and

WHEREAS, the LESSOR may enter into leases for the use and benefit of public lands which are in the possession of LESSOR for the benefit of the people of the State of Florida.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations herein 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 Wildlife, Florida Fish and Wildlife Conservation Commission.

2. DESCRIPTION OF PREMISES: The property subject to this lease is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the leased premises.

3. TERM: The term of this sublease shall be for a period of fifty (50) years commencing the date of final execution, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises pursuant to the terms and conditions of the Service and Access Agreement ("Agreement") entered into on the 28th day of September 2000, by and between the State of Florida, acting through the LESSEE, and M/A-Com Private Radio Systems, Inc., which Agreement is incorporated herein by reference. LESSEE shall also be authorized to use the leased premises for other related uses, which are necessary for the accomplishment of the purposes set forth in the Agreement.

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. 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.

8. LIABILITY: Each party is responsible for all personal and property damage attributable to the negligent acts or omissions of the 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.

9. 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 Division of Historical Resources of the Department of State. 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.

10. EASEMENTS: All easements other than those which are recorded as of this lease including, but not limited to, utility easements, are expressly prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any easements not approved in writing by LESSOR shall be void and without legal effect.

11. SUBLEASES: This lease is for the purpose specified herein and subleases of the real property are prohibited with the exception that LESSOR acknowledges that LESSEE will be subleasing its interest in this lease to M/A-Com Private Radio Systems, Inc., and LESSOR hereby consents to this sublease.

12. 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.

13. SURRENDER OF PREMISES: Upon expiration or termination of this lease, LESSEE shall immediately surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Division of Wildlife, Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, Florida, 32399, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description 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, the LESSEE may (I) negotiate a new lease with the LESSOR or (II) promptly remove any or all improvements and physical structures. To the extent LESSEE does not negotiate a new lease or remove all improvements, including both physical structures and modifications to the to the leased premises, they 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 not removed by the LESSEE 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 Wildlife shall perform an on-site inspection and the keys to any buildings which LESSEE does not intend to remove on the leased premises shall be turned over to the Division. If the leased premises do not meet all conditions as set forth in paragraphs 18 and 21 herein, LESSEE shall, at its expense, pay all cost necessary to meet the prescribed conditions.

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

15. 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 5E-13, Florida Administrative code, for the purpose of obtaining a public lands arthropod control plan for such lands.

16. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest or LESSEE by reason of such exploration and recovery operations.

17. 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.

18. 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. Provided, however, LESSOR acknowledges that LESSEE shall be subleasing its interest in this lease to M/A-Com Private Radio Systems, Inc., and M/A-Com Private Radio Systems, Inc., will be assigning its sublease interest to American Tower, L.P. and LESSOR hereby consents to this assignment.

19. 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. Removable equipment and removable improvements placed on the leased premises shall remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

20. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition working order and repair in accordance with the Agreement including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated, keeping the leased premises free of trash or litter 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 lease.

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

22. 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 (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR with sixty (60) days of receipt of written notice, LESSOR may either terminate 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. However, if default is of such a nature that it could not reasonably be performed within sixty (60) days, such sixty (60) day period shall be extended so long as LESSEE takes corrective action within the sixty (60) days and thereafter diligently and continuously works to cure the default.

23. NO WAIVER OF BREACH: The failure of LESSOR to insist on 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 by 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 and signed by LESSOR.

24. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRACES: Fee title to the leased premises is held by LESSOR. LESSEE 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 leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

25. 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.

26. 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 or 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 substances 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.

27. 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.

28. 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, during the term of this lease and for three years after the expiration or termination of this lease.

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

30. 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.

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

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

33. 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.

34. SPECIAL CONDITIONS: The following special conditions shall apply to this lease:

A. Communications equipment on any tower located on the leased premises at the time of commencement of this lease shall remain in place unless removal is authorized in writing by the current user.

B. The activities authorized by the lease shall be administered in accordance with the covenants, terms and conditions of the Agreement. Failure to comply with the covenants, terms and conditions of the Agreement shall result in a breach of the lease as provided for in paragraph 23 of this lease.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: Victor J Heller
Name: ~~Allan L. Egbert, PH.D~~ VICTOR J Heller
Title: ~~Executive Director~~ Assistant Executive Director

Date: 4-June-2002

Approved as to Form and Legality

By: Preston T. Robertson
FWC Attorney

DEPARTMENT OF MANAGEMENT SERVICES, STATE TECHNOLOGY OFFICE, STATE OF FLORIDA

By: Kymberly Bahrani
Name: Kymberly Bahrani
Title: Acting State CIO

Date: 4/3/02

Approved as to Form and Legality
Gray, Harris & Robinson, P.A.

By:
DMS Attorney

PARENT TRACT

of Sections 12 and 13, Township 42 South, Range 23 East, lying in Charlotte County, Florida.

100.00 FEET x 100.00 FEET LEASE AREA

ıg within the following described parent tract:

l of Sections 12 and 13, Township 42 South, Range 23 East, lying in Charlotte County, Florida.

›re particularly described as follows:

gin at a 1/2" iron rod (#4596), located at the Southwest corner of a 100.00 feet x 100.00 feet area, said Point of ginning lies 370.43 feet Northeasterly of the Northeasterly right of way line of U.S. Highway No. 41 as shown on eet 12 of the right of way map for State Road No. 45, U.S. 41, Section 01010-2512 (3512), Dated August 20, 1974, d Point of Beginning is further referenced as follows:

A railroad spike located at the P.I. Station 250+36.00 as shown on said right of way map lies S 06°45'50" W, 784.12 et from said Point of Beginning.

A railroad spike located at the P.I. Station 264+21.68 as shown on said right of way map lies N 61°46'52" W, 891.57 et from said Point of Beginning.

The center of an existing guy tower lies N 63°49'25" E, 68.58 feet from said Point of Beginning.

ience, leaving said Southwest corner and said Point of Beginning, run N 00°00'00" E, 100.00 feet to a 1/2" iron rod 4596); Thence run S 90°00'00" E, 100.00 feet to a 1/2" iron rod (#4596); Thence run S 00°00'00" W, 100.00 feet to a 2" iron rod (#4596); Thence run N 90°00'00" W, 100.00 feet to the Point of Beginning. Containing 10,000 square feet 0.23 acres more or less.

20.00 FEET WI[redacted]INGRESS/EGRESS AND UTILIT[redacted]ASEMENT

ing within the following described parent tract:

ll of Sections 12 and 13, Township 42 South, Range 23 East, lying in Charlotte County, Florida.

ing 10.00 feet on both sides of the following described centerline:

ommence at a 1/2" iron rod (#4596), located at the Southwest corner of a 100.00 feet x 100.00 feet area, said Point of ommencement lies 370.43 feet Northeasterly of the Northeasterly right of way line of U.S. Highway No. 41 as shown n sheet 12 of the right of way map for State Road No. 45, U.S. 41, Section 01010-2512 (3512), Dated August 20, 974, said Point of Commencement is further referenced as follows:

. A railroad spike located at the P.I. Station 250+36.00 as shown on said right of way map lies S 06°45'50" W, 784.12 et from said Point of Commencement.

. A railroad spike located at the P.I. Station 264+21.68 as shown on said right of way map lies N 61°46'52" W, 891.57 et from said Point of Commencement.

. The center of an existing guy tower lies N 63°49'25" E, 68.58 feet from said Point of Commencement.

hence, leaving said Southwest corner and said Point of Commencement, run N 00°00'00" E, 100.00 feet to a 1/2" iron od (#4596); Thence run S 90°00'00" E, 100.00 feet to a 1/2" iron rod (#4596); Thence run S 00°00'00" W, 100.00 feet o a 1/2" iron rod (#4596); Thence run N 90°00'00" W, 69.39 feet to the Point of Beginning; Thence run S 25°32'20" V, 252.70 feet; Thence run S 38°07'46" W, 144.22 feet; Thence run S 53°27'08" W, 55.05 feet to said Northeasterly ght of way line and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet t angle points and or boundary lines.

20.00 FEET WIDE GUY EASEMENT "A"

ying within the following described parent tract:

All of Sections 12 and 13, Township 42 South, Range 23 East, lying in Charlotte County, Florida.

ying 10.00 feet on both sides of the following described centerline:

Commence at a 1/2" iron rod (#4596), located at the Southwest corner of a 100.00 feet x 100.00 feet area, said Point of Commencement lies 370.43 feet Northeasterly of the Northeasterly right of way line of U.S. Highway No. 41 as shown n sheet 12 of the right of way map for State Road No. 45, U.S. 41, Section 01010-2512 (3512), Dated August 20, 974, said Point of Commencement is further referenced as follows:

. A railroad spike located at the P.I. Station 250+36.00 as shown on said right of way map lies S 06°45'50" W, 784.12 eet from said Point of Commencement.

. A railroad spike located at the P.I. Station 264+21.68 as shown on said right of way map lies N 61°46'52" W, 891.57 eet from said Point of Commencement.

. The center of an existing guy tower lies N 63°49'25" E, 68.58 feet from said Point of Commencement.

Thence, leaving said Southwest corner and said Point of Commencement, run N 00°00'00" E, 29.94 feet to the Point of Beginning; Thence run S 89°42'34" W, 181.58 feet to the Point of Termination. The sidelines of said easement are to be hortened or prolonged to meet at boundary lines.

2[redacted] FEET WIDE GUY EASEMENT [redacted]

lying within the following described parent tract:

All of Sections 12 and 13, Township 42 South, Range 23 East, lying in Charlotte County, Florida.

lying 10.00 feet on both sides of the following described centerline:

Commence at a 1/2" iron rod (#4596), located at the Southwest corner of a 100.00 feet x 100.00 feet area, said Point of Commencement lies 370.43 feet Northeasterly of the Northeasterly right of way line of U.S. Highway No. 41 as shown on sheet 12 of the right of way map for State Road No. 45, U.S. 41, Section 01010-2512 (3512), Dated August 20, 1974, said Point of Commencement is further referenced as follows:

1. A railroad spike located at the P.I. Station 250+36.00 as shown on said right of way map lies S 06°45'50" W, 784.12 feet from said Point of Commencement.

2. A railroad spike located at the P.I. Station 264+21.68 as shown on said right of way map lies N 61°46'52" W, 891.57 feet from said Point of Commencement.

3. The center of an existing guy tower lies N 63°49'25" E, 68.58 feet from said Point of Commencement.

Thence, leaving said Southwest corner and said Point of Commencement, run N 00°00'00" E, 100.00 feet to a 1/2" iron rod (#4596); Thence run S 90°00'00" E, 100.00 feet to a 1/2" iron rod (#4596); Thence run S 00°00'00" W, 3.07 feet to the Point of Beginning; Thence run N 29°39'10" E, 167.74 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at boundary lines.

20.00 FEET WIDE GUY EASEMENT "C"

ying within the following described parent tract:

All of Sections 12 and 13, Township 42 South, Range 23 East, lying in Charlotte County, Florida.

ying 10.00 feet on both sides of the following described centerline:

Commence at a 1/2" iron rod (#4596), located at the Southwest corner of a 100.00 feet x 100.00 feet area, said Point of Commencement lies 370.43 feet Northeasterly of the Northeasterly right of way line of U.S. Highway No. 41 as shown n sheet 12 of the right of way map for State Road No. 45, U.S. 41, Section 01010-2512 (3512), Dated August 20, 974, said Point of Commencement is further referenced as follows:

. A railroad spike located at the P.I. Station 250+36.00 as shown on said right of way map lies S 06°45'50" W, 784.12 eet from said Point of Commencement.

. A railroad spike located at the P.I. Station 264+21.68 as shown on said right of way map lies N 61°46'52" W, 891.57 eet from said Point of Commencement.

. The center of an existing guy tower lies N 63°49'25" E, 68.58 feet from said Point of Commencement.

hence, leaving said Southwest corner and said Point of Commencement, run N 00°00'00" E, 100.00 feet to a 1/2" iron od (#4596); Thence run S 90°00'00" E, 100.00 feet to a 1/2" iron rod (#4596); Thence run S 00°00'00" W, 100.00 feet o a 1/2" iron rod (#4596); Thence run N 90°00'000" W, 20.61 feet to the Point of Beginning; Thence run S 30°32'17" . 208.98 feet to the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at oundary lines.

ROPICAL GULF WEB SHEET 3 OF 3

Webb Tower cc: Nicki Wiley done TJW 12/3/01

United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

NOV 26 2001

IN REPLY REFER TO:
FWS/R4/MS

Mr. Thomas J. Wright
Florida Game and Fresh Water Fish Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

Dear Tom:

Thank you for your letter of October 29, 2001, informing us of a proposal by the Florida Department of Management Services (DMS) to replace an existing radio tower on the Babcock/Webb Wildlife Management Area which was acquired with and is managed with Wildlife Restoration funds. We concur with your proposal as described in your letter. Your letter explains that the new tower is important for multi agency safety concerns by providing clear communications for law enforcement during tropical storms, wildfires, hurricanes and other emergency situations. Both are benefits endorsed by your agency.

Information provided in your letter explains that the new tower will replace an existing tower and significantly reduce landscape and habitat impacts. We have discussed the tower construction with our NEPA Regional Environmental Coordinator and we concur with your determination that the activities involved in this improvement are within the meaning of the Categorical Exclusions described in the Federal Register, Volume 62, No. 11, 516 DM Appendix I, 1.4 Categorical Exclusions, B. Resource Management, Paragraph 2. Additionally our Division of Migratory Birds has reviewed the proposal and recommends your agency implement the enclosed guidance on Communications Tower Siting, Construction, Operation, and Decommissioning.

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments 43 CFR 12.71 Real Property, paragraph (b) Use, explains that real property will be used for the originally authorized purposes as long as needed for the purpose. Additionally, 50 CFR Part 80 Administrative Requirements, Federal Aid in Fish and Wildlife Restoration Acts Section 80.14 Application of Federal Aid Funds, paragraph (b) provides similar guidance. Real property acquired or constructed with Federal Aid funds must continue to serve the purpose for which acquired or constructed.

We appreciate your effort to keep us appraised of this project, and we would like a copy of the final engineering plans upon completion. If you have questions please contact Mike Piccirilli at 404/679-7058.

Sincerely yours,

Cleophas R. Cooke, Jr.
Chief-Federal Aid

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

JULIE K. MORRIS
Sarasota

DAVID K. MEEHAN
St. Petersburg

H.A. "HERKY" HUFFMAN
Deltona

JOHN D. ROOD
Jacksonville

QUINTON L. HEDGEPETH, DDS
Miami

EDWIN P. ROBERTS, DC
Pensacola

RODNEY BARRETO
Miami

ALLAN L. EGBERT, Ph.D., Executive Director
VICTOR J. HELLER, Assistant Executive Director

FRANK MONTALBANO, Director
TIMOTHY A. BREAULT, Assistant Director
DIVISION OF WILDLIFE
(850) 488-3831 TDD (850) 488-9542

October 29, 2001

Mr. Cleophas R. Cooke, Jr.
Chief, Division of Federal Aid
U.S. Fish and Wildlife Service
Federal Aid
1875 Century Boulevard
Atlanta, Georgia 30345

Attention: Mr. Mike Picirrilli

Dear Mr. Cooke:

On April 27, 1999, the Florida Fish and Wildlife Conservation Commission (FWC) advised you that we had received a proposal from the Florida Department of Management Services (DMS) to place a new 800 MHz radio tower on the Babcock/Webb Wildlife Management Area.

I will not restate the information provided in the April 27 letter, however, there is one change and one addition to the proposed project that I need to mention. The actual area to be used for the site is only 10,000 square feet as opposed to 22,500 square feet originally referenced. The existing tower will be replaced with a self-support tower capable of holding our system and additional co-location tenants at no cost to the State. DMS and the provider, M/A-Com, will execute a lease for the 10,000 square feet. Shared revenues collected from the wireless tenants will go to DMS. The FWC will not receive any revenue from this project.

The location of the proposed work has been highlighted on the attached map. This site consists of pine-palmetto upland with no wetlands in the vicinity of the proposed construction.

We are requesting concurrence and a Categorical Exclusion under Appendix I, Section 1.4, B, (2) of the Federal Register dated January 16, 1997, for replacement of a small structure.

The FWC is supportive of this project because DMS has modified their tower design, at an increased cost to them, (removed guy wires) for the welfare of wildlife and birds. In addition, the land use area will be greatly reduced.

As part of the permitting process, our agency will have the opportunity to review and comment on the permit application. This letter of support does not presuppose any conditions the FWC may recommend be implemented in the permit.

With the advent of the September 11 attack, not only is this tower important to our safety, but it provides clear communications for law enforcement during tropical storms, wildfires, hurricanes and other emergency conditions.

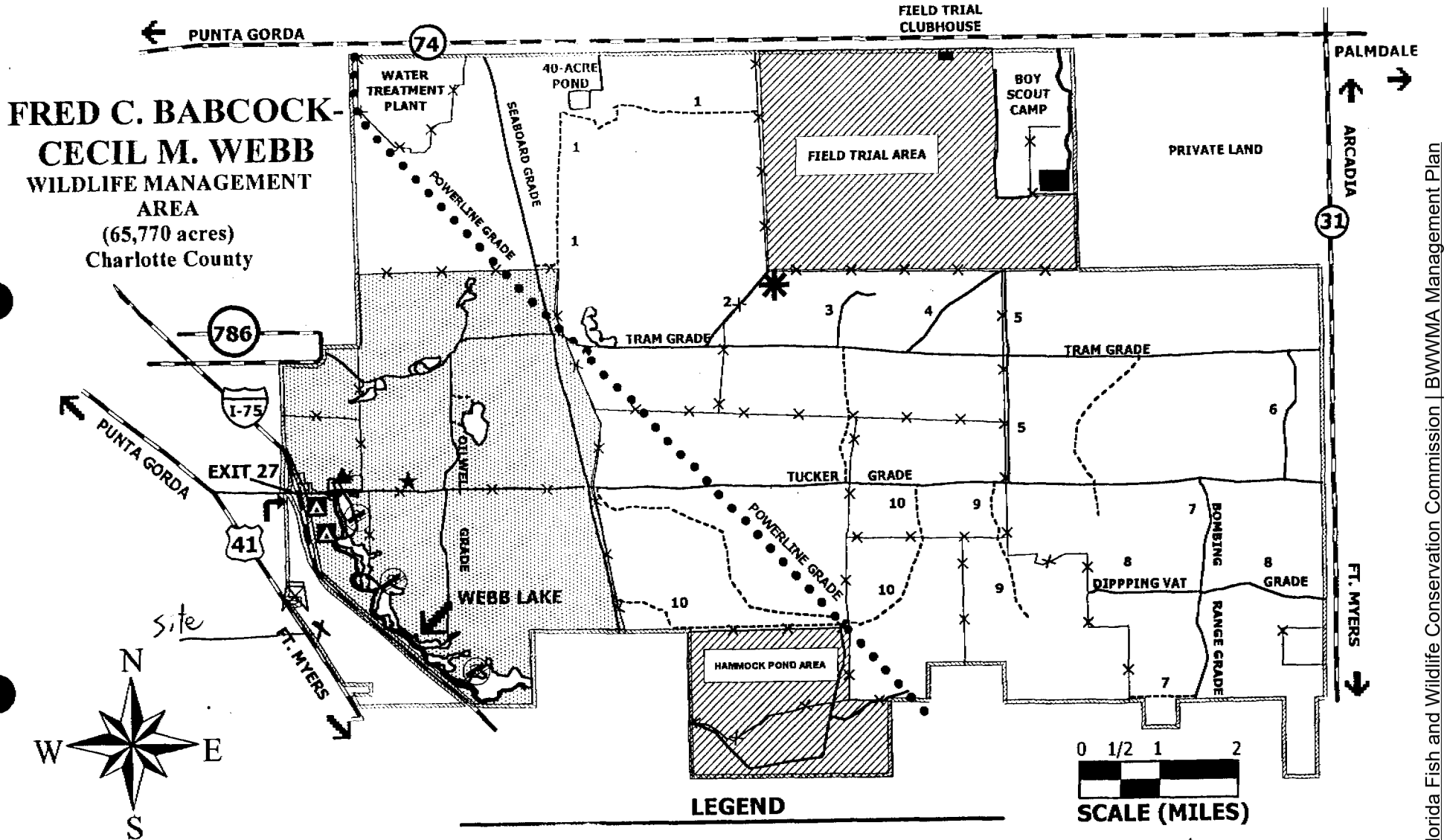
We request your support and concurrence for this project. Because the issue of time is so critical to the future of this system, we would appreciate an acknowledgment by telephone or e-mail with a formal notice to follow.

Sincerely,

Thomas J. Wright
Wildlife Restoration Coordinator

W207
c:\data\wp\pr-tower.WEBB.10.29.01
WLD 11-2
Attachment

cc: Frank Montalbano
Nick Wiley



Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

MyFlorida.com

STATE OF FLORIDA

STATE TECHNOLOGY OFFICE

4030 Esplanade Way • Tallahassee, Florida 32399-0950

JEB BUSH
Governor

FRANK BROGAN
Lieutenant Governor

KIM BAHRAMI
Acting
Chief Information Officer

Post-it™ Fax Note 7671

To VIC Thomas	Date 10/25/01	# of pages ▶ 2	
Co./Dept.	From Rick Kewisks		
Phone #	Co.		
Fax # 2-4250	Phone #		
	Fax # 7-2329		

October 25, 2001

Mr. Nick Wiley
Chief, Bureau of Wildlife Management
620 South Meridian
Tallahassee, Florida 32399

Re: Communications Tower at the Webb Wildlife Management Area.

Dear Mr. Wiley:

The State of Florida, State Technology Office has entered into a public/private partnership agreement with M/A-Com Wireless to construct and operate the Statewide Law Enforcement Communications Network. We are currently constructing Phase 3 of the system on the West Coast of Florida from Collier County through Citrus County. Phases 1 and 2 on the East Coast from Key West through Flagler County are operational.

System Users Include:

* Florida Highway Patrol
* Department of Law Enforcement
* Fish and Wildlife Conservation Commission
* DBPR – Division of Alcohol, Beverage and Tobacco
* Department of Environmental Protection
* Department of Transportation – Motor Carrier Compliance
* Department of Insurance – Fraud and Fire & Arson Investigations
* Department of Corrections
* Department of Juvenile Justice
* Office of Attorney General – Medicaid Fraud Control Unit
* Department of Management Services – Capitol Police
* Florida Atlantic University
* Florida International University
* University of Central Florida

The system is designed to provide clear communications for these law enforcement officers in all areas of the State including remote lands and offshore waters in all conditions including tropical storms, wildfires and hurricanes. Each of these agencies operate independently during the normal course of their duties but in times of emergency the system allows users to communicate between agencies facilitating the coordinated effort by emergency management personnel.

The system would be particularly beneficial when a hurricane threatens. All state officers would be called into service to facilitate the evacuation of barrier islands and low lying areas. These officers would be able to communicate with each other regardless of the agency affiliation and provide a coordinated planning effort that would be effective in saving many lives. The System is also the communications backbone for the State effort to combat the terrorism threat.

The system is designed with towers that exceed local wind load rating requirements, concrete shelters and propane generators to provide communications when power is out and normal communications are not available. This proved to be an invaluable asset in South Florida after Hurricane Andrew.

The system is a critical component of the State's Law Enforcement program and is essential for the coordination and operation of emergency management functions. The tower site at the Webb Wildlife Management Area is essential to the system and provides the microwave link to connect other towers along the West coast of the State. Without this site communications will be lost throughout the management area, along I-75, Charlotte Harbor and the immediate coastal waters.

The construction plan is to replace the existing tower with a stronger self-support tower and remove the old tower with a minimum impact on the wildlife area.

Time is of the essence for the completion of Phase 3 of the project. We have FCC licenses for all of our sites, which will expire if we have not completed construction and have the system transmitting by June of 2002. The FCC will not grant an extension to this deadline and has already auctioned some of these frequencies if this deadline is not met.

The tower site in question is owned by the State of Florida, Fish and Wildlife Conservation Commission. Our agreement provides for M/A-Com to build and own the tower at this site at no expense to the State. In exchange, M/A-Com will be allowed to place additional wireless providers on the tower and share revenues with the State for the benefit of the system. The existing tower will be replaced with a self-support tower capable of holding our system and additional co-location tenants.

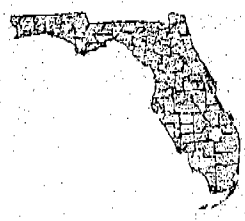
Because the issue of time is so critical to the future of our system we are requesting that the Fish and Wildlife Conservation Commission seek the immediate approval of the use of this tower site as outlined above from the appropriate Federal agency.

If you have any questions, please call me at 850-413-9533.

Sincerely,

Rick Rewiski
Project Manger

RR:ldm:FWC-Webb.doc



Statewide Law Enforcement Radio System
Action Report

Volume 1, Issue 1

October 25, 2001

In conjunction with the state of Florida, Tyco / M/A-COM, the successor to Com-Net, is constructing a digital computerized 800 MHz radio infrastructure to provide users with 98% guaranteed radio coverage throughout the state. The Statewide Law Enforcement Radio System will allow the state to increase the capacity and coverage of radio communications consequently enhancing the ability of state and local law enforcement officials to communicate.

A bulleted progress report is listed below.

- The Statewide Law Enforcement Radio System is on time, and in some instances, ahead of schedule. The conveyance of state towers for phase 3 is on schedule, while phases 4 and 5 are ahead of schedule. The system is scheduled to be completed in 2004.
- Phases 1 and 2 will continue to operate as phases 3, 4 and 5 are completed and will continue to operate until their replacements are in place and functional, thereby guaranteeing continued safety for system users.
- The project is on budget. M/A-COM will not request any additional state funds to complete the project.
- In light of recent events, M/A-COM has agreed to assist the state by making the entire $25.5 million credit from conveyance of state towers immediately available to the state. M/A-COM is providing the state the full credit, even before all of the towers have been conveyed to M/A-COM.

Tyco Quick Facts:

Tyco International is the world's largest manufacturer and servicer of electrical and electronic components.

M/A-COM is part of the growing family of Tyco International companies, and is a unit of Tyco Electronics, the largest business unit of Tyco International.

Tyco International employs over 5,200 Floridians in 18 different counties.

To unsubscribe to this monthly action report, please call (850) 222-3767.

FLORIDA GAME AND FRESH WATER FISH COMMISSION

QUINTON L. HEDGEPETH, DDS
Miami
MRS. GILBERT W. HUMPHREY
Miccosukee
THOMAS B. KIBLER
Lakeland
JAMES L. "JAMIE" ADAMS JR.
Bushnell
JULIE K. MORRIS
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ALLAN L. EGBERT, Ph.D., Executive Director
VICTOR J. HELLER, Assistant Executive Director

DIVISION OF WILDLIFE
FRANK MONTALBANO, Director
TIM BREAULT, Assistant Director
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(850) 488-3831
TDD (850) 488-9542
FAX (850) 921-7793

April 27, 1999

Mr. Cleophas R. Cooke, Jr.
Assistant Regional Director
U.S. Fish and Wildlife Service
Federal Aid
1875 Century Boulevard
Atlanta, Georgia 30345

Dear Mr. Cooke:

The Florida Game and Fresh Water Fish Commission (GFC) has received a proposal from the Florida Department of Management Services (DMS) to place a new 800 MHz radio tower on the Babcock/Webb Wildlife Management Area. Currently, there is a GFC radio tower on the site which was constructed in the May of 1977. The tower is 280 feet tall with a 20-foot antenna and guy wires extending approximately 242 feet from the base. This results in an area in excess of 500 ft. square being used for communication purposes. The proposed 350 foot tower will be constructed without guy wires and will be centrally located on a 150 ft. square site. This will reduce the surface area for the tower from 250,000 sq. ft. to 22,500 sq. ft. The new tower will be housed on three concrete piers of 55 inches each in diameter. The existing tower has a concrete foundation at the main base and at each point where the six guy wires intersect the ground. Upon completion of the new tower, the old tower and foundation will be removed. The location of the proposed work has been highlighted on the attached map. This site consists of pine-palmetto upland with no wetlands in the vicinity of the proposed construction.

The GFC is supportive of this project because DMS has modified their tower design, at an increased cost to them, (removed guy wires) for the welfare of wildlife and birds. In addition, the land use area will be greatly reduced. If we deny their request, they will build a tower adjacent to the WMA using their original design.

As part of the permitting process, our agency will have the opportunity to review and comment on the permit application. This letter of support does not presuppose any conditions the GFC may recommend be implemented in the permit.

Further, a formal document between the GFC and DMS must be executed outlining the operating procedures before these structures are placed into service.

We request your support of the proposed project.

Sincerely,

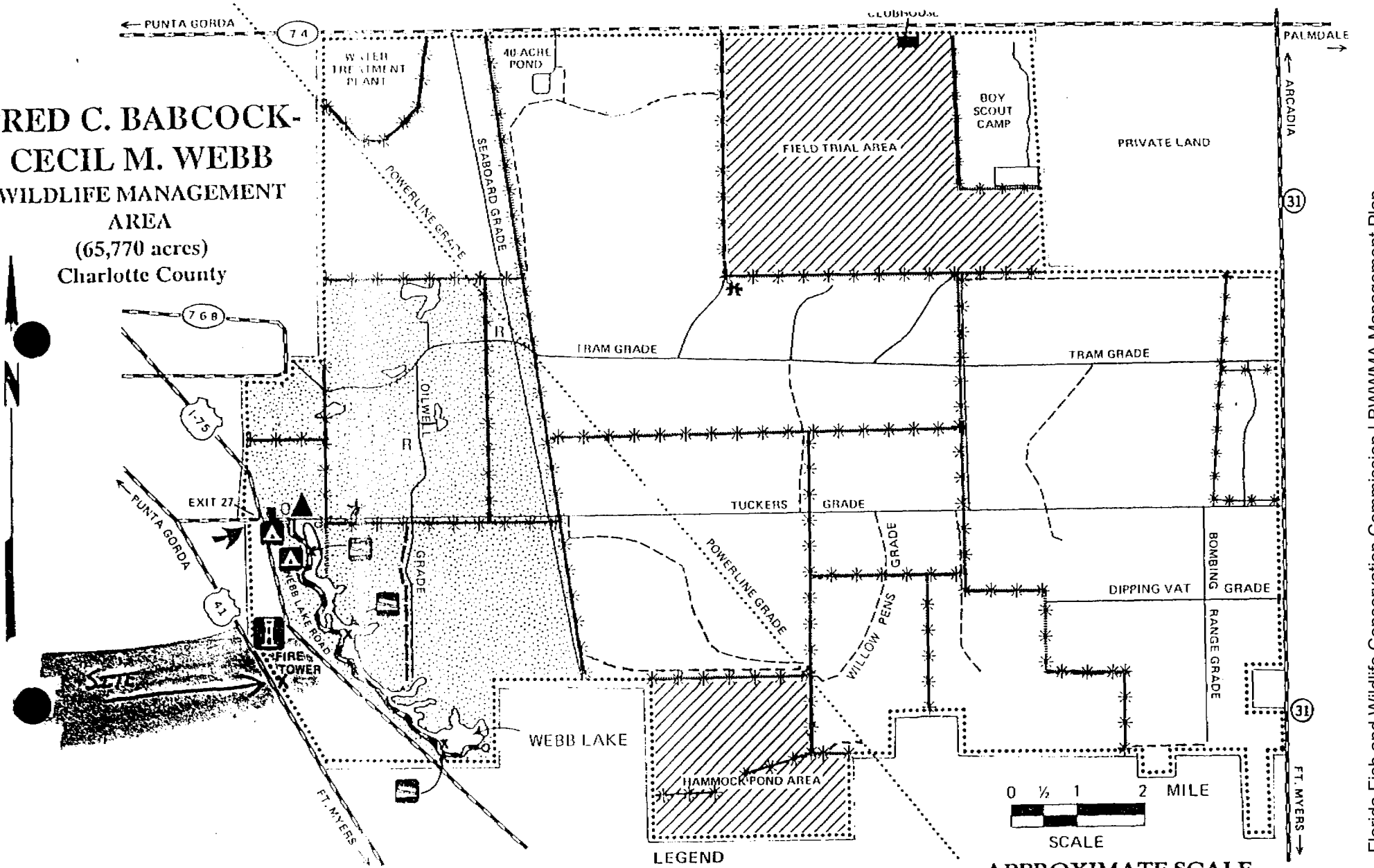
Thomas J. Wright
Wildlife Restoration Coordinator

W207
c:\data\wp\pr-tower.99
WLD 11-2
Attachment

cc: Frank Montalbano

FRED C. BABCOCK-CECIL M. WEBB WILDLIFE MANAGEMENT AREA

(65,770 acres)
Charlotte County



Printed on recycled paper.

THCR FILE CHECKOFF SHEET

Project Name: Communication Tower
WMA/~~WEA~~: Babcock Webb Sub Folder Date: 12/17/10

ACTION ITEMS TO BE PERFORMED AFTER EXECUTED DOCUMENT RECEIVED:

Action	*Done*	
✓		1. Purge file folder, punch two holes in top of documents and attach to file folder using fastener.
✓		2. Check all originals of the concerned document to be sure dates and other blanks are filled in and all originals are executed, notarized, witnessed etc.
✓		3. Put all originals of the Contract, Routing Form in the folder. Income producing Contracts; pull out originals of Performance Bond (PB) and Power of Attorney (POA); make a copy of each and insert in file folder. Make a copy Insurance Certificate (if applicable) and put with originals of PB and POA (Label to go to Purchasing). No staples in file documents to be scanned by Purchasing. **Label any documents in file folder that are not to be scanned. Note:** If PB and POA or Insurance Certificate are received after the fact, then these documents will be routed to Purchasing as indicated above after copies are made and inserted into the THCR file.
N/A		4. Revenue & Expenditure Producing Contracts or Amendments – Accounting requires "Revenue Set-up Form" to be filled out and sent to Accounting along with a copy of Contract/Amendment and a copy of the Routing Sheet. Make copy of set-up form for file. Send copy of Contract or Amendments for Expenditure documents executed.
✓		5. Label file folder as follows:

Upper Left Label:
Line 1: WMA/WEA Title: Seasonal
Line 2: Indicate whether "Original or Amendment (Indicate Number) original
Line 3: Contractor(s) or Cooperators FWC - DMS/State Technology Office

Middle Label:
Line 1: Contract Number 01224
Line 2: Term: Executed On: 6/4/2002 Ends On: 6/3/2052

Upper Right Label:
Line 1: Lease # — (if applicable)
Line 2: Acreage Impact (+ or -) 0.23 AC
Line 3: Type of File Lease (Housing, Apiary, etc)

✓		6. Deliver THCR file folder with Originals to Purchasing for scanning, mail Original copy to Contractor.
✓		7. When file folder is returned from Purchasing (indicates been scanned), perform SharePoint linking process.
✓		8. Notify Regional Biologist by email that their WMA or WEA file folder has been updated in SharePoint.
✓		9. Notify Land Planning and Rosa Torres by email that a Contract process has been completed and note the Contract Number and WMA or WEA impacted.
✓		10. Give File Folder to THCR originator to be input into Contact Due Date Spreadsheet. File folder in THCR file cabinet. Note: Originator will update On-line Contract Log Book.

Special Instructions. _____

Index: Indicate With "X" if Action Required, Indicate With "X" When Action Done, Indicate With "N/A" if No Action Required

Rvsd 8/9/2010

Tyco / M/A-Com Assignment to Harris Corporation
FWC - DMS Lease for Tower #614
US Rt. 41 Punta Gorda - Babcock Webb.

6/10/09 - ± 5:25 Sent email to Charles Hadley, DMS asking if any amendments to DMS - M/A-Com ~~6/7/00~~ 9/28/00 agreement?

7/7/09 - ± 5:40 Sent email again to Charles Hadley asking for docs.

7/16 - 5:42 Sent email to CK, cc C Hadley + Bruce Meyers

7/20 - 5:14 Ret Gerry York's earlier email + phone calls - he's a DMS asst Gen counsel (410-1698) Working on other docs w/ other State parties. Gerry to send our Lease Agreement + will advise Thoughts.
- Cathy - did email Lease Agreement to GY

7/21 - GY emailed - doesn't see any need to amend LA -
- called GY - he ~~says~~ DMS hasn't subleased nor assigned to another party - M/A-Com is still the party of this asset only held by another Co (Harris) - now understand, but emailed Linda Miralia for her legal opinion.
9:32 - ~~2:37~~ She responded she was okay with it & I felt it was the same entity.
- 2:38 - I sent email to GY advising of DMS's Thoughts

8/10/09 - 3:40 CK emailed asking status of the document execution.
9/13 - 10:47-10:48 BM responded to CK That it was not necessary for FWC to execute the doc based on email string.

Tyco/M/A-Com Assignment To Harris Corporation
FWC - DMC Lease for Tower
Babcock Webb

± 5/29/09 Ken Haddad & Todd Preston received packages which contained Consent to Assignment form & Estoppel Letter

6/2 - 11:43a Christine Kroah, Tyco, emailed me on our executing the docs

- later saw Todd Preston ~~while~~ c his fc. ~~total~~ Appears ~~I~~ had come to see me on 6/1 & I was out/away - he went to see Pat Harrell - contacted DMS - DMS attny feels no need for FWC to execute. Told TP not sure I agree due to assign language, etc - I'll get of Legal

- 4:15 sent email to CK

6/3 - 10:41 sent email to Quilla for her legal opinion

6/4 or 5 Met of Quilla in Michael Yarris office - my said I need to get of DMS since that is our arrangement.

6/10 - 2:46 c Frank Wood, DMS (922-7410) Per VM, his on vacation until 6/18. In his absence, can call Charles Hadley (922-7505) or Michelle Barfield (414-2951)

2:47 c CH - explained situation - his to pull file - I'm to draft amendment - ~~he will be point of contact until FW comes back~~ but MB may handle for them.

4:52 Sent email to CK in response to her 2:43 status inquiry email advising we didn't feel we needed to execute the assignment & estoppel since our relationship was with DMS/M/A-Com/American Tower. Asked her for chronology of M/A-Com to Wireless Systems Business

Mospens, Richard

From: Meyers, Bruce [Bruce.Meyers@dms.myflorida.com]
Sent: Sunday, September 13, 2009 10:48 PM
To: Kroah, Christine; Mospens, Richard
Cc: York, Gerry; Hadley, Charles; Meyers, Bruce; Wood, Frank; Preston, Todd; Miralia, Quilla
Subject: FW: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Hi Christine,

FYI

From the following e-mail thread in July, I believe both FWC and DMS counsels took the position that the FWC sublease to DMS made it unnecessary for FWC to sign the document.

Bruce A. Meyers, P.E.
SLERS System Manager
Phone: 850-922-7510
Cell: 850-766-0412
Fax: 850-488-9837
e-mail: bruce.meyers@dms.myflorida.com
SLERS WEB PAGE: http://dms.myflorida.com/suncom/public_safety/radio_communications/statewide_law_enforcement_radio_system_slers

We Serve Those Who Serve Florida

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

From: York, Gerry
Sent: Tuesday, July 21, 2009 2:41 PM
To: Meyers, Bruce; Wood, Frank
Subject: FW: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

FYI

Gerard York
Assistant General Counsel
Florida Department of Management Services
4050 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950
Office: (850) 410-1698
Facsimile: (850) 922-6312
E-mail: gerard.york@dms.myflorida.com
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From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Tuesday, July 21, 2009 2:38 PM
To: York, Gerry
Subject: FW: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Gerry,
As you will see below, Quila, FWC Legal, has responded to my inquiry below. It appears she is willing to buy into your reasoning to which I concur. Thanks. -- Rich

Richard C. Mospens
Conservation Land Manager
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
(850) 488-3831
(850) 443-2514 - cell
richard.mospens@MyFWC.com

From: Miralia, Quilla
Sent: Tuesday, July 21, 2009 9:32 AM
To: Mospens, Richard
Subject: RE: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

If you believe that it is the same entity, then it works for me.

From: Mospens, Richard
Sent: Tuesday, July 21, 2009 8:43 AM
To: Miralia, Quilla
Subject: FW: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Quila,
I have finally been able to get to someone at DMS that has some knowledge and involvement into the concerned transaction. Gerry York is a DMS Assistant General Counsel and as you will see from his email, he does not think there is a need for any amendment to the FWC – DMS lease agreement. From his comments and talking further with him, he feels that DMS has not subleased to any other party. M/A-Com has not changed. It may have been acquired by Tyco (primarily a holding company) or a subsidiary of Tyco with the M/A-Com assets now sold to Harris, but it is still M/A-Com. He is willing to discuss the matter further though if FWC feels otherwise. After further thought, I believe he is correct, but look to you for your thoughts. Let me know. Thanks. -- Rich

From: York, Gerry [mailto:Gerard.York@dms.myflorida.com]
Sent: Tuesday, July 21, 2009 8:14 AM
To: Mospens, Richard
Subject: RE: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Perhaps I am missing something, but my general understanding of the recent transaction was that Tyco assigned its interest in MACOM to Harris. I will be glad to discuss further, but I do not see how any of that is inconsistent with the DMS/FWC lease mentioned below. That lease did not speak to ownership of MACOM.

Gerard York
Assistant General Counsel
Florida Department of Management Services
4050 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950
Office: (850) 410-1698
Facsimile: (850) 922-6312
E-mail: gerard.york@dms.myflorida.com
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From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Monday, July 20, 2009 6:54 PM
To: York, Gerry
Cc: Hadley, Charles; Meyers, Bruce; Wood, Frank; Preston, Todd; Miralia, Quilla
Subject: RE: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Gerry,
It was good to talk to you earlier and to know that I may get a resolution on the concerned matter. Attached is the scanned Lease Agreement dated 6/4/02 between FWC and DMS for your review.

In reviewing our Lease Agreement, I point to the following:

1. Section 4 of the Lease Agreement states that DMS shall manage the leased premises per a Service and Access Agreement dated 9/28/00 between the State of Florida and M/A-Com Private Radio Systems, Inc.
2. Section 11 prohibits any sublease of the lease except for that anticipated to M/A-com.
3. Section 18 states the lease shall not be assigned in whole or in part without the prior written consent of FWC, except for FWC acknowledging that DMS would be subleasing its interest to M/A-Com which interest would then be assigned to American Tower, L.P. FYI, American Tower, L.P. is a an active corporation registered as a foreign limited partnership, whose principal place of business is in Boston, MA.

It is my understanding FWC realizes the importance of the tower. It is one of 36 towers involved in the sale to Harris that are controlled by FWC, the IITF or DOT. The towers are a part of a state-wide law enforcement communication network. FWC is not adverse to the assignment and is not aware of any item where Tyco or M/A-Com is in default of its obligations under the Lease Agreement.

Let me know your thoughts. FYI, I will be on vacation starting at about noon on this Thursday, July 23, returning on Monday, August 3. Thank you for your timely input. -- Rich

Richard C. Mospens
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Florida Fish and Wildlife Conservation Commission
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(850) 443-2514 - cell
richard.mospens@MyFWC.com

From: York, Gerry [mailto:Gerard.York@dms.myflorida.com]
Sent: Monday, July 20, 2009 9:36 AM
To: Mospens, Richard
Cc: Hadley, Charles; Meyers, Bruce; Wood, Frank
Subject: FW: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Dear Mr. Mospens:

I would appreciate an opportunity to discuss this matter at your convenience.

Gerard York
Assistant General Counsel
Florida Department of Management Services
4050 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950
Office: (850) 410-1698
Facsimile: (850) 922-6312
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From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Friday, July 17, 2009 4:42 PM
To: Meyers, Bruce; Kroah, Christine
Cc: Miralia, Quilla; Hadley, Charles; Preston, Todd
Subject: RE: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Hi Bruce!!!! My email is directed to you as advised my Charles Hadley last month. Our arrangement with DMS on the concerned tower was limited to allowing DMS to work with M/A-Com and American Tower. No assignment to any other party was allowed without our prior written consent. Therefore, for DMS to consent to the sale of M/A-Com to Harris, FWC should have provided its prior written consent which was not sought by DMS, but by Tyco at about the time their deal with Harris was consummated. Though after the fact, it would appear I need to talk to someone in your shop. Let me know who it should be. Thanks. -- Rich

Richard C. Mospens
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Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
(850) 488-3831
(850) 443-2514 - cell
richard.mospens@MyFWC.com

From: Meyers, Bruce [mailto:Bruce.Meyers@dms.myflorida.com]
Sent: Friday, July 17, 2009 4:35 PM
To: Mospens, Richard; Kroah, Christine
Cc: Miralia, Quilla; Hadley, Charles
Subject: RE: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Hi Rich,

This is Bruce Meyers, System Manager for SLERS over at DMS, can you tell me who you are trying to communicate with at DMS?

If I can help, our attorney working most of the lease assignments and any amendments would be Gerry York, and I will be glad to get him in touch with anyone on the FWC side.

Todd Preston forwarded an e-mail from you to Christine that asked some questions of the evolution from M/A-COM to Tyco which I believe that I answered.

Let me know how I can help so we can get on the proper side of these consents to assumptions and assignments.

Call me if it makes things easier.

Thanks,

Bruce A. Meyers, P.E.
SLERS System Manager
Phone: 850-922-7510
Cell: 850-766-0412
Fax: 850-488-9837
e-mail: bruce.meyers@dms.myflorida.com
SLERS WEB PAGE: http://dms.myflorida.com/suncom/public_safety/radio_communications/statewide_law_enforcement_radio_system_slers

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From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Friday, July 17, 2009 4:19 PM
To: Kroah, Christine
Cc: Miralia, Quilla; Hadley, Charles; Meyers, Bruce
Subject: RE: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Christine,
I am not an attorney, and may be overridden, but our arrangement is with DMS, not Tyco, M/A Com or Harris. Therefore, we can only deal with our DMS arrangement and there is no reason for us to sign the consent letter and estoppels certificate. My assumption is that DMS has already given a blanket approval to you, et al, though DMS should technically had our amendment completed prior to their including our concerned tower in DMS's consent. I started my amendment, but have questions and cannot proceed until I receive information from DMS and they are not communicating for whatever reason. I still await hearing from DMS. I hope this helps. -- Rich

Richard C. Mospens
Conservation Land Manager
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
(850) 488-3831
richard.mospens@MyFWC.com

From: Kroah, Christine [mailto:christine.kroah@tycoelectronics.com]
Sent: Friday, July 17, 2009 10:57 AM
To: Mospens, Richard
Cc: charles.hadley@dms.myflorida.com; bruce.meyers@dms.myflorida.com
Subject: 7.17URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Rich,

My current understanding is that FWC will not sign the attached consent letter and estoppel certification assigning the lease from M/A-COM to Harris Corp. If the Amendment does not serve this purpose, than what needs to happen in order to have the lease assigned to Harris Corp? Is FWC taking the position that because the DMS already consented to the lease assignment, that a separate consent from FWC is not required?

Please advise.

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Thursday, July 16, 2009 5:42 PM
To: Kroah, Christine
Cc: charles.hadley@dms.myflorida.com; bruce.meyers@dms.myflorida.com
Subject: RE: 7.16URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Ms. Kroah,

I apologize if there is a misunderstanding. The amendment will have nothing to do with Tyco or M/A-Com, but will rather be between our Commission and the Florida Department of Management Services. -- Rich

Richard C. Mospens
Conservation Land Manager
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600

(850) 488-3831
richard.mospens@MyFWC.com

From: Kroah, Christine [mailto:christine.kroah@tycoelectronics.com]
Sent: Thursday, July 16, 2009 3:21 PM
To: Mospens, Richard; charles.hadley@dms.myflorida.com
Subject: 7.16URGENT: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA
Importance: High

As a follow-up to the e-mail from last week, can you please advise as to the status of the Amendment to lease agreement?

To recap, the Amendment is in lieu of the attached correspondence that was mailed in May (see attached pdf file and e-mail chain). If you are able to send me the draft Amendment in Word format, I will be happy to forward it onto counsel for review and comment.

As always, thank you for your time and assistance.

Regards,
Christine

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Tuesday, July 07, 2009 5:42 PM
To: charles.hadley@dms.myflorida.com
Cc: Kroah, Christine
Subject: FW: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Mr. Hadley,
I am at a standstill waiting to know if there are any amendments to the 9/28/2000 DMS – M/A-Com Private Radio Systems, Inc. Service and Access Agreement. I also need to see a sublease to American Tower, L.P. should you have a copy thereof.

I would appreciate your prompt attention to the matter as Tyco is anxious to see this matter completed. Thanks. -- Rich

Richard C. Mospens
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(850) 488-3831
richard.mospens@MyFWC.com

From: Mospens, Richard
Sent: Wednesday, June 10, 2009 5:25 PM
To: 'Charles.Hadley@dms.myflorida.com'
Subject: FWC - DMS Lease Agreement Dated 6/4/02 Re: M/A-Com Tower #X614 US Hwy 41, Punta Gorda, FL - Babcock-Webb WMA

Mr. Hadley,
Following up on our earlier phone conversation, I am drafting an amendment to the referenced lease agreement. In viewing our records, those records filed with the Florida Department of State, Division of Corporations and that provided by Tyco, I am unfamiliar with the chronology from and relationship of M/A-Com Private Radio Systems, Inc. to Tyco Electronics Corporation Wireless Systems Business. I have asked the question of Tyco and am awaiting a response. In our lease agreement, reference is made to the Service and Access Agreement dated 9/28/00 between the State of Florida and M/A-Com Private Radio Systems, Inc. Was that agreement ever amended? If so, could you please provide me with a copy of those amendment(s)? You may send them electronically. Thanks. -- Rich

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

M/A-COM, INC.

Filing Information

Document Number	P99000036471
FEI/EIN Number	650916944
Date Filed	04/21/1999
State	FL
Status	ACTIVE
Last Event	MERGER
Event Date Filed	12/20/2002
Event Effective Date	NONE

Principal Address

1011 PAWTUCKET BLVD.
LOWELL MA 01854

Changed 04/04/2009

Mailing Address

1011 PAWTUCKET BLVD.
LOWELL MA 01854

Changed 04/04/2009

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND RD.
PLANTATION FL 33324 US

Officer/Director Detail

Name & Address

Title PD

DOUGHERTY, CHARLES
1011 PAWTUCKET BLVD.
LOWELL MA 01854

Title DVPS

SUMINSKI, RICHARD JAMES
1011 PAWTUCKET BLVD.
LOWELL MA 01854

Title DIR

VARNEY, JOHN G
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LOWELL MA 01854

Title TRES

ERNST, THOMAS G
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LOWELL MA 01854

Title VPAT

WHITEBREAD, LUKE F
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LOWELL MA 01854

Title VP

CULLEN, WILLIAM E
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Annual Reports

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HARRIS

News Release

Harris Corporation Completes Corporate Actions and Announces Cost-Reduction Initiatives

MELBOURNE, Fla., June 1, 2009 — Harris Corporation (NYSE:HRS), an international communications and information technology company, has announced the spin-off of a majority-owned subsidiary, the completion of a major acquisition, company-wide cost-reduction initiatives, and the impairment of goodwill and other intangible assets in its Broadcast Communications segment. As a result of lower amortization expense in Broadcast Communications, the company has increased its earnings guidance for fiscal 2010, which begins July 4, 2009.

Spin-off of Harris Stratex Networks, Inc.
The distribution of the approximately 56 percent of the outstanding shares of Harris Stratex Networks, Inc., owned by Harris occurred on May 27, 2009. Harris shareholders of record, as of 5:30 p.m. Eastern Time on May 13, 2009, the record date for the spin-off, received 0.248418 of a share of Harris Stratex Class A common stock for each share of Harris common stock held.

As expected, the spin-off will result in a $60 million to $70 million after-tax charge in the fourth quarter of fiscal 2009, which will be reflected in discontinued operations in Harris' financial statements and is related to the write-down of Harris Stratex net assets to the fair value of the Harris Stratex shares distributed to Harris shareholders and other spin-off related charges. Harris recently filed a Form 8-K including pro forma historical financial statements, reflecting the classification of Harris Stratex in discontinued operations.

In addition, Harris will incur a non-cash share-based compensation charge of approximately $4 million related to the adjustment of outstanding employee stock options to reflect the spin-off of Harris Stratex. The charge will be included in Harris fourth quarter fiscal 2009 results from continuing operations.

Acquisition of Wireless Systems Business
On May 29, 2009, Harris completed its previously announced acquisition of the Tyco Electronics Wireless Systems business (formerly known as M/A-COM). Wireless Systems is an established provider of mission-critical wireless communications systems for law enforcement, fire and rescue, and public service organizations.

Excluding acquisition-related charges, the acquisition is expected to be neutral to Harris non-GAAP earnings in fiscal 2009 and slightly accretive in fiscal 2010. The acquisition is expected to be a significant contributor to Harris earnings in fiscal 2011 and fiscal 2012.

"The combination of the Wireless Systems business with our very successful RF Communications business creates a powerful supplier in the growing $9 billion global land mobile radio systems market," said Howard L. Lance, chairman, president and CEO of Harris. "This acquisition greatly accelerates our entry into the federal, state and local public safety markets and creates a significant opportunity for new growth. The acquisition was completed ahead of schedule and integration activities are underway."

Cost-Reduction Actions
The company also announced a number of cost-reduction actions across its business segments and at its corporate headquarters. Cost-reduction initiatives are expected to result in charges in the fourth quarter of fiscal 2009 that total $24 million to $28 million and are expected to result in annualized cost savings of approximately $70 million to $75 million.

"As we previously indicated, the global economic slowdown, pressure on Department of Defense spending, and contract delays are negatively impacting orders in the second half of fiscal 2009," Lance said. "We have initiated a number of cost-reduction actions across the company to ensure the best possible operating performance in fiscal 2010, while still allowing investment in new technology, products and markets. Beyond fiscal 2010, the company is well-positioned to return to growth."

Asset Impairment Charge at Broadcast Communications
The company has concluded that the current carrying value of its goodwill and other intangible assets related to its Broadcast Communications segment is impaired. Harris performs an annual impairment review, as required by Statement of Financial Accounting Standards No. 142 "Goodwill and Intangible Assets." The timing of the review coincides with the fourth quarter strategic planning cycle. The review indicated that the fair value of goodwill and other intangible assets has been reduced below its carrying value because the current market conditions have resulted in reduced levels of capital expenditures related to broadcast infrastructure systems.

As of the fiscal third quarter ended April 3, 2009, the book value of the goodwill and other intangible assets in the Broadcast Communications segment was $928 million. Harris expects to record a $250 million to $275 million non-cash charge in the fourth quarter of fiscal 2009 to write down a significant portion of these assets. The company expects to finalize this estimate by the end of fiscal 2009. This will result in lower amortization expense in fiscal 2010 of approximately $20 million, compared with fiscal 2009.

Updated Earnings Guidance
As a result of lower amortization expense in the Broadcast Communications segment, the company increased its fiscal 2010 guidance range for non-GAAP earnings from continuing operations to $3.20 to $3.50 per diluted share ($3.05 to $3.40 per diluted share on a GAAP basis), compared to the previous non-GAAP earnings guidance range of $3.10 to $3.40 per diluted share ($2.95 to $3.30 per diluted share on a GAAP basis). Revenue from continuing operations in fiscal 2010 is still expected to be in a range of $4.9 billion to $5.1 billion. Fiscal 2010 non-GAAP earnings guidance excludes acquisition-related costs.

To reflect the above charges for cost-reduction actions and share-based compensation related to the Harris Stratex spin-off, the company revised guidance for non-GAAP earnings per diluted share from continuing operations for fiscal 2009 ending July 3, 2009, from the low end of the range of $3.93 to $4.03 ($3.88 to $3.98 on a GAAP basis) to a range of $3.77 to $3.79 ($2.07 to $2.29 on a GAAP basis). Non-GAAP earnings guidance excludes acquisition-related costs and the impairment of goodwill and other intangible assets. Revised fiscal 2009 non-GAAP earnings guidance for continuing operations represents an increase of 13 percent compared to the prior-year. Revenue from continuing operations for fiscal 2009 is still expected to increase by approximately 7 percent compared with fiscal 2008. A reconciliation of GAAP to non-GAAP financial measures is provided in Table 1 and 2, along with the accompanying notes.

About Harris Corporation
Harris is an international communications and information technology company serving government and commercial markets worldwide. Headquartered in Melbourne, Florida, the company has annual revenue of approximately $5 billion and 15,000 employees — including nearly 7,000 engineers and scientists. Harris is dedicated to developing best-in-class *assured communications*® products, systems, and services. Additional information about Harris Corporation is available at www.harris.com.

###

Non-GAAP Financial Measures
This press release contains non-GAAP financial measures within the meaning of Regulation G promulgated by the SEC, including fiscal 2009 guidance excluding acquisition-related costs and , impairment of goodwill and other intangible assets and fiscal 2010 guidance excluding acquisition related costs. Harris management believes that these non-GAAP financial measures, when considered together with the GAAP financial measures, provide information that is useful to investors in understanding period over period operating results separate and apart from items that may, or could, have a disproportionately positive or negative impact on results in any particular period. Management also believes that these non-GAAP financial measures enhance the ability of investors to analyze Harris business trends and to understand Harris performance. In addition, Harris may utilize non GAAP financial measures as a guide in its forecasting, budgeting, and long-term planning process and to measure operating performance for some management compensation purposes. Any analysis of non-GAAP financial measures should be used only in conjunction with results presented in accordance with GAAP.

Attachments: Financial Statements (two tables).

###

Forward-Looking Statements
Statements in this press release that are not historical facts are forward-looking statements that reflect management's current expectations, assumptions, and estimates of future performance and economic conditions. Such statements are made in reliance upon the safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements in this press release

include but are not limited to: the impact of the acquisition of the Tyco Electronics Wireless Systems business on Harris earnings, and the amount of expected charges relating to the spin-off of Harris Stratex Networks, the amount of charges and savings related to the cost-reduction actions, earnings and revenue guidance for fiscal 2009 and fiscal 2010 and statements regarding outlook, including expected revenue and growth opportunities. The company cautions investors that any forward-looking statements are subject to risks and uncertainties that may cause actual results and future trends to differ materially from those matters expressed in or implied by such forward-looking statements. The Company's consolidated results and the forward-looking statements could be affected by many factors, including but not limited to: the loss of our relationship with the U.S. government or a shift in U.S. government funding; potential changes in U.S. government or customer priorities; risks inherent with large long-term fixed-price contracts, particularly the ability to contain cost overruns; financial and government and regulatory risks relating to international sales and operations; our ability to continue to develop new products that achieve market acceptance; the consequences of future geo-political events; strategic acquisitions and the risks and uncertainties related thereto, including our ability to manage and integrate acquired businesses; performance of our subcontractors and suppliers; potential claims that we are infringing the intellectual property rights of third parties; the successful resolution of patent infringement claims and the ultimate outcome of other contingencies, litigation and legal matters; customer credit risk; risks inherent in developing new technologies; changes in our effective tax rate; the potential impact of natural disasters on our significant operations in Florida, California and other locations; changes in future business conditions that could cause business investments and/or recorded goodwill to become impaired; and the recession in the United States and general downturn in the global economy. Further information relating to factors that may impact the company's results and forward-looking statements are disclosed in the company's filings with the SEC. The forward-looking statements contained in this press release are made as of the date of this press release, and the company disclaims any intention or obligation, other than imposed by law, to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

###

Investor Relations inquiries: Pamela Padgett at 321-727-9383, or pamela.padgett@harris.com

Media inquiries: Jim Burke at 321-727-9131, or jim.burke@harris.com

For additional information, contact Harris Corporation at webmaster@harris.com.

Tyco Electronics

Lee S. Zimmerman
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and Associate General Counsel
Tyco Electronics Corporation
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lee.zimmerman@tycoelectronics.com
www.tycoelectronics.com

May 18, 2009

VIA OVERNIGHT MAIL & CERTIFIED MAIL

Department of Management Services
State Technology Office
4030 Esplanade Way
Tallahassee, FL 32399-0950
Attn: Contract Manager and System Manager

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
Department of Environmental Protection
Division of State Lands
Bureau of Public Administration, M.S. 130
3900 Commonwealth Blvd
Tallahassee, FL 32399-3000

Fish and Wildlife Conservation Commission of the State of Florida
620 South Meridian Street
Tallahassee, FL 32399

State of Florida Department of Transportation
Florida's Turnpike Enterprise
Turnpike Headquarters
Post Office Box 613069
Ocoee, FL 34761

Subject: The agreements for use and occupancy of the tower sites set forth in Schedule 1 attached hereto (the "Leases")

Reference: Assignment & Consent

Dear Sir/Madam:

We are pleased to inform you that on April 16, 2009, Tyco Electronics Group S.A. signed a definitive agreement to sell its Wireless Systems business (formerly known as M/A-COM) to Harris Corporation ("Harris"). Harris is an international communications and information technology company serving government and commercial markets in more than 150 countries. Headquartered in Melbourne, Florida, the company has annual revenue of more than $5.4 billion and 16,000 employees. Additional information about Harris Corporation is available at www.harris.com. The Department of Management Services may have already received a consent solicitation letter dated May 11, 2009 from M/A-COM, Inc. and Harris related to this transaction.

At the closing of the transaction, M/A-COM, Inc. will be assigning all of its rights, liabilities and obligations under the Leases to Harris (collectively, the "Assignments"). With your consent, on the closing date of the transaction, Harris will fully assume, subject to the terms of our transaction agreement, the obligations of M/A-COM, Inc. under the Leases. In this regard, we ask that you indicate your consent, effective upon the closing, to the applicable Assignments. In addition, by acknowledging such Assignments, you agree that the consummation and closing of the transaction shall not require further consent by you nor be deemed to be a default under the applicable Lease nor require any payment to you pursuant to the applicable Lease. If the transaction does not close for any reason, this consent will be null and void and without any force or effect whatsoever.

Please indicate your consent to this transaction by executing the duplicate original of this letter and returning it to:

Tyco Electronics Corporation
2901 Fulling Mill Road
MS 140-42 Attn: Christine Kroah
Middletown, PA 17057
and via facsimile at 717-592-4022.

As we expect to close our transaction on May 29, 2009, we appreciate in advance your prompt return of this letter on or before May 22, 2009. Your prompt return of this letter will ensure that your business relationship with Harris will continue uninterrupted during the important transition period to come.

We have also enclosed an estoppel certificate which has been requested by Harris and we request that you complete, sign and return the estoppel certificate along with this letter. After the closing of the transaction, all notices under the Leases should be sent to:

Robert G. Whelen
Corporate Director, Real Estate
Harris Corporation
1025 W. NASA Blvd.
Mail Stop A-12E
Melbourne, FL 32919
Phone: (321) 724-3920
Mobile: (321) 501-7343
Fax: (321) 726-3034
Email: robert.whelen@harris.com

Thank you very much in advance for your cooperation. If you have any comments or questions, please feel free to e-mail them to christine.kroah@tycoelectronics.com.

Very truly yours,

Lee S. Zimmerman
Director, Global Real Estate and
Associate General Counsel
Tyco Electronics Corporation

cc: Bruce Meyers and Frank Wood
State of Florida
State Technology Office
4030 Esplanade Way
Tallahassee, FL 32399-0950

The undersigned consents to the applicable Assignments:

Department of Management Services
State Technology Office

By: _____
Name:
Title:

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Department of Environmental Protection, Division of State Lands

By: _____
Name:
Title:

Fish and Wildlife Conservation Commission of the State of Florida

By: _____
Name:
Title:

State of Florida Department of Transportation, Florida's Turnpike Enterprise

By: _____
Name:
Title:

Schedule 1
Leases

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

TE Site ID	Tower Location
0A812	6501 North 49th St Pinellas Park, FL 33781
E2-14	9019 Lake Sunset Dr Tampa, FL 33626
E2-2	CR 69 off SR 71 Blountstown, FL 32424
E2-3	CR 250 .5mi N of SR 10 Lake City, FL 32055
E2-32	US-98 and CR 319 E Eastpoint, FL 32328
E2-36	US 441 3 Mi N Leesburg, FL 34748
E3-49	2929 N 25th Street Fort Pierce, FL 34946
E3-74	SR-64 10mi NE Avon Park, FL 33825
N009	2981 NE Pine Isl Rd N. Ft. Myers, FL 33903
N016	2417 Duchaine Dr Tallahassee, FL 32305
P007	SR 408 & SR 435 Orlando, FL 32808
X1013	400 Tedder Rd Century, FL 32535
X1018	11650 Munson Hwy Milton, FL 32570
X1019	691 WWII Veteran's Ln Defuniak Springs, FL 32433
X107	2796 Overseas Hwy Marathon, FL 33050
X111	2 Andros Rd Key Largo, FL 33037
X202	35950 SW 192nd Ave Florida City, FL 33034
X430	19225 US 27 Clermont, FL 34711
X501	11305 McKinley Dr Tampa, FL 33612
X520	10800 Evans Rd Polk City, FL 33868

X602	3210 Beck Blvd Naples, FL 34114
X612	1174 US 27 North Lake Placid, FL 33852
X615	721 N Brevard Ave Arcadia, FL 34266
X712	875 SR 16 St. Augustine, FL 32095
X716	Russell Rd/US 17N Green Cove Springs, FL 32043
X717	8719 W Beaver St Jacksonville, FL 32210
X810	SE 159th Avenue White Springs, FL 32096
X816	2325 US 90W Madison, FL 32340
X914	2225 Pat Thomas Pkwy Quincy, FL 32351
XC2	9544 CR 476B Bushnell, FL 33513

Fish and Wildlife Conservation Commission of the State of Florida

TE Site ID	Tower Location
X614	US41 Punta Gorda, FL 33955

State of Florida Department of Transportation, Florida's Turnpike Enterprise

TE Site ID	Tower Location
X203	14655 SW 122nd Ave Miami, FL 33186
X210	14205 W Okeechobee Rd Miami, FL 33166
X303	7951 Glades Rd Boca Raton, FL 33432
X304	Lk Worth Serv Plz Lk Worth, FL 33467
X306	8021 W Indiantown Rd Jupiter, FL 33478

Tyco Electronics
Our commitment. Your advantage.

HARRIS

May 11, 2009

State of Florida
State Technology Office
4030 Esplanade Way
Tallahassee, FL 32399-0950
Attention: Contract Manager and System Manager

Re: Sale of the Wireless Systems Business of Tyco Electronics Ltd. (formerly referred to as M/A-COM) to Harris Corporation

Dear Frank Wood and Bruce Meyers:

Reference is made to the following agreements to which you and M/A-COM, Inc. ("M/A-COM") are a party: (1) Service and Access Agreement by and between Com-Net Ericsson Critical Radio Systems, Inc. (predecessor to M/A-COM) and the State of Florida, acting through the Department of Management Services and the State Technology Office, dated September 28, 2000, as amended by Clarification dated December 29, 2000, Second Clarification dated March 14, 2001, and Letter Agreement dated June 4, 2004, (2) Long Term Purchase Agreement dated September 28, 2000 between Com-Net Ericsson Critical Radio Systems, Inc. and The State of Florida, acting by and through the Department of Management Services, and (3) User Equipment Maintenance Agreement between Com-Net Ericsson Critical Radio Systems, Inc. and The State of Florida, acting by and through the Department of Management Services (as each has been modified, amended or supplemented, together with all orders issued thereunder or in connection therewith and all exhibits, schedules and annexes thereto, collectively referred to as the "**Agreement**").

As you may be aware, on April 16, 2009, Tyco Electronics Ltd. ("TE") announced that it had entered into a definitive agreement to sell its Wireless Systems Business (the "**Transaction**"), which is conducted in the U.S. primarily through M/A-COM, to Harris Corporation, a Delaware corporation ("**HARRIS**"). The Transaction involves an assignment of the Agreement to HARRIS, as a result of which HARRIS will assume the rights, obligations and liabilities of M/A-COM under the Agreement effective as of the closing of the Transaction (the "**Closing**"). The Closing is contemplated to occur by the end of June 2009, subject to the satisfaction of a number of customary conditions to the Closing. If the Closing does not occur for any reason, this letter will be null and void and without any force or effect whatsoever.

The purpose of this letter is to seek your consent to the assignment of the Agreement to HARRIS, insofar as any such consent may be required under the Agreement, and your acknowledgment and agreement (i) that the Closing and the Transaction will not require further consent by you or be deemed to be a default or breach under the Agreement (including, without limitation, by reason of the assignment of the Agreement), (ii) that the Agreement will remain in full force and effect, (iii) that no termination of the Agreement will occur as a result of the Transaction, (iv) that all notice and other requirements under the Agreement are satisfied with respect to the Transaction, and (v) that, as of the Closing, neither TE nor M/A-COM nor any of their affiliates shall have any further obligations or liabilities under the Agreement.

Tyco Electronics
Our commitment. Your advantage.

HARRIS

Upon the Closing, HARRIS is contemplated to acquire the assets of M/A-COM used in, and employ the employees employed in, TE's Wireless Systems Business, including those assets and employees utilized and employed in the performance of the Agreement. Except for a change in the identity of the performing entity (from M/A-COM to HARRIS), the performance of the Agreement should not change as a result of the Transaction, and any bonds issued pursuant to the Agreement and outstanding as of the Closing will remain in place in accordance with the terms thereof or will be replaced with an equivalent bond(s) satisfying the applicable requirements under the Agreement. As indicated in the enclosed materials, HARRIS is an international communications and information technology company serving government and commercial markets in more than 150 countries. Headquartered in Melbourne, Florida, HARRIS, which has been listed among Fortune Magazine's 500 largest American companies, has annual revenue of $5.4 billion and 16,000 employees, including nearly 7,000 engineers and scientists. Further information about HARRIS (including its annual report and recent financial statements) is available on its website at www.harris.com.

If the foregoing meets your approval, please sign and date where indicated below and fax a copy of this letter to Michelle Taylor at 978-442-5354 and send the original in the enclosed envelope within ten (10) business days of your receipt of this letter, which shall constitute our agreement with respect to the subject matter of this letter.

This letter may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one and the same instrument.

If you have any questions concerning the foregoing, please feel free to call Mike Muscatello at 978-442-5313, or Larry Ward at 978-442-4367.

Thank you for your prompt attention to this matter.

Very truly yours,

M/A-COM, INC.

By:
Print Name: Chuck Dougherty
Title: President, Wireless Systems

HARRIS CORPORATION

By:
Print Name: Dana Mehnert
Title: President, RF Communications Division

Acknowledged, accepted and agreed
This __ day of _____ 2009

State of Florida
Department of Management Services

By: _____
Print Name:
Title:

State of Florida
State Technology Office

By: _____
Print Name:
Title:

ESTOPPEL CERTIFICATE

This Estoppel Certificate is given to Harris Corporation, a Delaware corporation ("Purchaser"), by the undersigned landlord ("Landlord").

Pursuant to those certain sublease agreements described on Exhibit A hereto (each an "Agreement"), Landlord subleased or sublicensed to M/A-COM Inc. (as successor to or as formerly known as COM-NET Ericsson Critical Radio Systems, Inc. and/or M/A-COM Private Radio Systems, Inc., collectively, "Tenant") the use of those certain premises identified on Exhibit A (the "Tower Sites").

Pursuant to that certain Asset Purchase Agreement dated April 16, 2009, by and among Purchaser, Tyco Electronics Group S.A. and Tyco Electronics Ltd., Purchaser will acquire substantially all of the assets of Tenant (the "Transaction"). The Transaction will include assignment of each of the Agreements by Tenant to Purchaser (the "Assignment").

Landlord hereby acknowledges, agrees, represents, warrants and certifies to Tenant and Purchaser, and each of their respective successors and assigns, as follows:

1. Landlord has consented to the Assignment. Landlord acknowledges that such Assignment will not be deemed a default under any Agreement. All requirements of each Agreement, including notice requirements, have been satisfied with regard to the Assignment.

2. Each Agreement is in full force and effect and has not been modified or amended except as described on Exhibit A. Landlord has not assigned its interests in any Agreement, and each Agreement, together with the respective overlease and that certain Service and Access Agreement by and between Landlord and Tenant, dated as of September 28, 2000, as amended, represents the entire agreement between Landlord and Tenant with respect to the Tower Site identified on Exhibit A with respect to such Agreement.

3. The current term of each Agreement, as well as any renewal terms, is set forth on Exhibit A.

4. The current fixed or base rent currently payable under the Agreement is set forth on Exhibit A. All rent and other charges required to be paid under each Agreement which are currently due and payable, or attributable to periods prior to the date hereof, have been duly and timely paid through and including May 31, 2009, and no other amounts are due for any such periods. No rent under any Agreement beyond the current month has been paid in advance by the Tenant.

5. Except as set forth on Exhibit B, Landlord has no knowledge of any existing default under any Agreement and no event has occurred to the knowledge of the Landlord that, with or without the giving of notice or with the passage of time, or both, would constitute a default under any Agreement. Landlord acknowledges that each Tower Site and Tenant's equipment located thereon is currently in a physical condition and repair that complies with all of Tenant's obligations set forth in each Agreement.

6. Landlord acknowledges receipt of the "Security Deposit" in the amount of set forth on Exhibit A with respect to each respective Agreement, which amount is being held by Landlord in accordance with the terms of each such Agreement. Landlord has no current claim against any such "Security Deposit."

[Signature on following page.]

The undersigned has executed this Estoppel as of this ____ day of _____, 2009.

DEPARTMENT OF MANAGEMENT SERVICES, STATE TECHNOLOGY OFFICE

By: _____
Name:
Title:

The undersigned over-lessors hereby acknowledge and certify to Tenant and Purchaser that they have consented to the aforementioned Assignment of the respective Agreements of which they are over-lessor and which Agreements require their consent to such Assignment:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (as to Nos. 7, 8 and 9)

By:_____
Name:
Title:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE (as to Nos. 2, 3, 4, 5 and 6)

By:_____
Name:
Title:

FISH AND WILDLIFE CONSERVATION COMMISSION OF THE STATE OF FLORIDA (as to No. 1)

By:_____
Name:
Title:

Exhibit A

No.	Agreement	Date	Tower Site Number and Address	Current Fixed Rent	Expiration of Current Term	Renewal Options	Security Deposit
1	Sublease Agreement	8/28/2002	Site X614 Gorda US 41-Punta		8/27/2051	None	None
2	Sublease Agreement	1/21/2003	Site X306 Palm Beach Jupiter Toll Plaza		1/20/2053	None	None
3	Sublease Agreement	1/21/2003	Site X304 Lake Worth Lake Worth Service Plaza State Road 41		1/20/2053	None	None
4	Sublease Agreement	1/21/2003	Site X303 Boca Raton Boca Raton Service Plaza		1/20/2053	None	None
5	Sublease Agreement	1/21/2003	Site X210 Miami-Dade Okeechobee Road		1/20/2053	None	None
6	Sublease Agreement	1/21/2003	Site X203 Miami-Dade Coral Reef Drive		1/20/2053	None	None
7	Sublease Agreement Amendment	8/15/2001	Site E2-32 Eastpoint FHP		8/14/2051	None	None

No.	Agreement	Date	Tower Site Number and Address	Current Fixed Rent	Expiration of Current Term	Renewal Options	Security Deposit
	Number 1 Amendment Number 2 Amendment Number 3	5/29/2002 10/10/2003 4/25/2005	Site X712 St. Augustine Site E3-49 Fort Pierce FHP Site X816 Madison FHP Site X501 Tampa FHP Site X602 Naples FHP Site X612 Lake Placid Site X202 Florida City Site XC2 Sumter CI Site X107 Marathon DMS Site N016 Tallahasse Game & Fish GFC Site X1013 Century CI Site E2-2 Calhoun CI Site X717 Marietta FHP Site N009 Ft. Meyers FMP/Pine				

No.	Agreement	Date	Tower Site Number and Address	Current Fixed Rent	Expiration of Current Term	Renewal Options	Security Deposit
			Island Site E2-14 Largo Site X615 Arcadia Site E2-36 Leesburg Site X716 Green Cove Springs Site X111 Key largo Site X914 Quincy CI Site X520 Polk CI Site X1019 Walton CI/ Defuniak Springs Site X501 Tampa FHP Site P007 Orlando Expressway (Orange Blossom) Site 08A12 Largo DMS Site X430 Lake CI Site X1018 Munson (Santa) Site X810 White				

No.	Agreement	Date	Tower Site Number and Address	Current Fixed Rent	Expiration of Current Term	Renewal Options	Security Deposit
			Springs Site E3-74 Avon Park				
8	Sublease Agreement	8/15/2001	Site X716 Russell Road US 17N Green Cove Springs		8/14/2051	None	None
9	Sublease Agreement	8/15/2001	Site X717 8719 W. Beaver St., Jacksonville		8/14/2051	None	None

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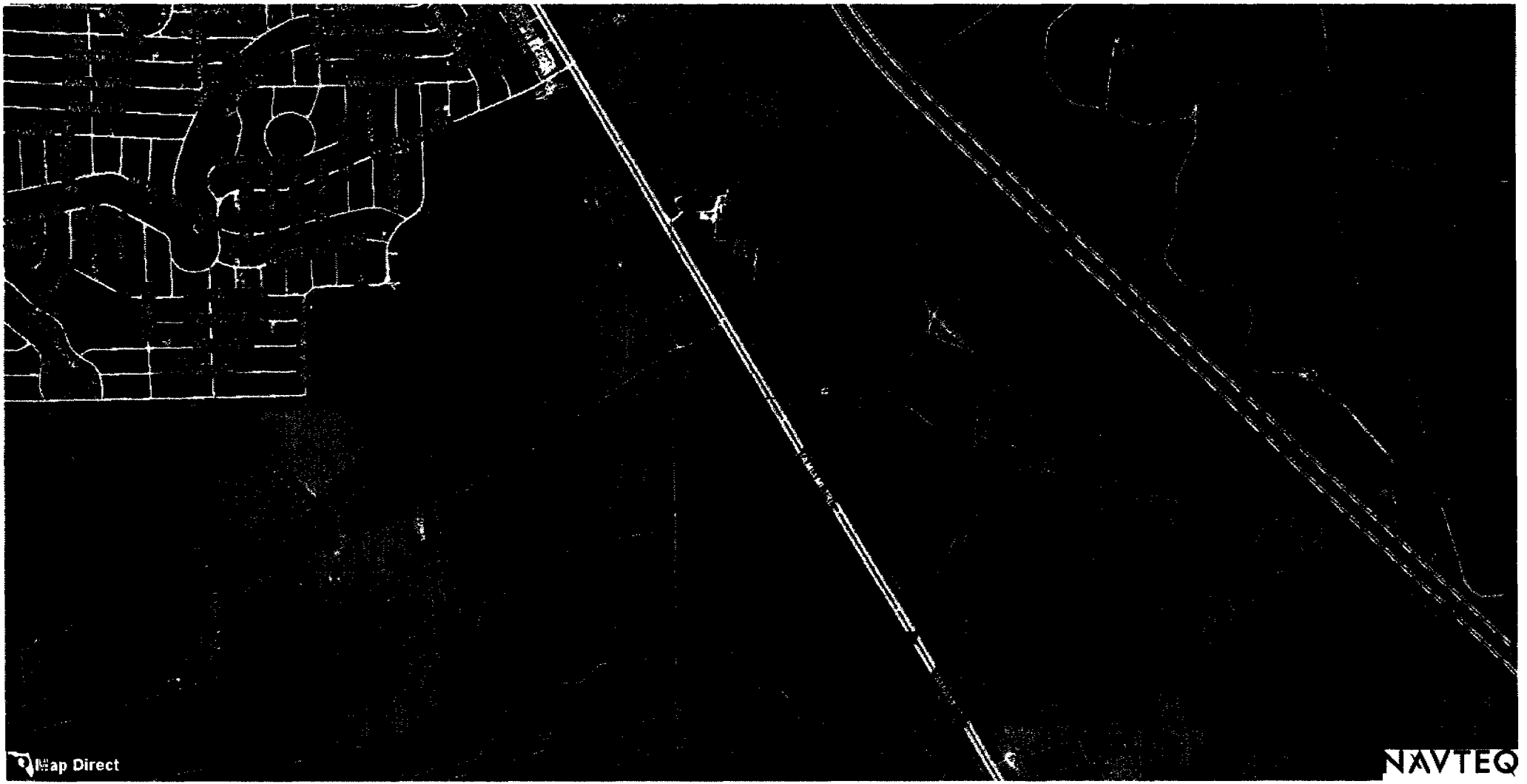

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11.2.3 Contract 88194

88194.

DIVISION LOG # W500

FOR COMMISSION REVIEW ONLY

CONTRACT ROUTING REVIEW FORM

CONTRACT NUMBER 88194 CONTRACTOR Mr. & Mrs. Charles M. McWilliams III.

BRIEF TITLE Land Acquisition Contract for 20 acres in Webb W.M.A.

(✓) NEW ( ) RENEWAL ( ) EXTENSION ( ) MODIFICATION

CONTRACT BEGIN DATE Upon Execution END DATE none OPTION FOR none YEARS

ORIGINATOR/CONTACT Tom Wright PHONE 8-3831 DIV/OFF Wildlife

TOTAL CONTRACT AMOUNT $ 22,000.00 PAYMENT AMOUNT $ _____

BILLING PERIODS: ( ) MONTHLY ( ) QUARTERLY ( ) ANNUALLY ( ) OTHER Lump Sum

(✓) EXPENDITURE ( ) REVENUE ( ) AGREEMENT

RCC CODE 9269 PROPOSED OBJECT CODE 562000 PROJECT (IF NONGAME) _____

Indicate estimated percent of total contract that is for commodities 0 %.

ROUTING ORDER FOR APPROVAL	CONCUR/INITIALS	DATE	COMMENTS
1. PROJECT LEADER*	TW	6/23/89	attachments are appraisal, Disclosure Affidavit, Title Policy and Lien Affidavit and Comm. Meeting Minutes authorizing Acq. and Letter accepting Offer.
2. DIV/REGIONAL DIRECTOR*	[illegible]	6/26/89	
3. PURCHASING*	BS4	6/29/89	
4. LEGAL	[illegible]	7/11/89	
5. AD SERVICES			
DISBURSEMENT SUPERVISOR	[illegible]	7/12/89	
REVENUE SUPERVISOR	AK	7/12/89	
FEDERAL AID ACCOUNTANT*			
CHIEF OF ACCOUNTING			
for AD SERVICES DIRECTOR	[illegible]	7/12/89	
6. EXEC/DIV/REGION DIRECTOR*			

*ROUTING OF FEDERAL AID DOCUMENTS ONLY

DIVISION/OFFICES ARE TO FORWARD COMPLETED ORIGINAL CONTRACT AND ROUTING SLIP TO THE PURCHASING OFFICE.

GFC Form 167

I wonder about the clarity of clauses 7.12 Do we need a survey

L-280 # 88194

DIVISION LOG # W535

CONTRACT ROUTING REVIEW FORM

CONTRACT NUMBER 88194 CONTRACTOR Mrs. Joan R. McWilliams

BRIEF TITLE Land Acquisition / 20 acres in Cecil M. Webb WMA.

(✓) NEW ( ) RENEWAL ( ) EXTENSION ( ) MODIFICATION

CONTRACT BEGIN DATE na END DATE na OPTION FOR na YEARS

ORIGINATOR/CONTACT Tom Wright PHONE 8-383/ DIV/OFF Wildlife

TOTAL CONTRACT AMOUNT $ 22,000.00 PAYMENT AMOUNT $

BILLING PERIODS: ( ) MONTHLY ( ) QUARTERLY ( ) ANNUALLY (✓) OTHER Lump Sum

(✓) EXPENDITURE ( ) REVENUE ( ) AGREEMENT

RCC CODE 9269 PROPOSED OBJECT CODE 562000 PROJECT (IF NONGAME)

Indicate estimated percent of total contract that is for commodities 0 %.

ROUTING ORDER FOR APPROVAL	CONCUR/INITIALS	DATE	COMMENTS
1. PROJECT LEADER*	[illegible]	11/27/89	Will hand carry
2. DIV/REGIONAL DIRECTOR*	[illegible]	11/27/89	
3. PURCHASING*			
4. LEGAL	KM for JVA	11/27	Based on prior approval by #161
5. AD SERVICES			
DISBURSEMENT SUPERVISOR			
REVENUE SUPERVISOR			
FEDERAL AID ACCOUNTANT*			
CHIEF OF ACCOUNTING			
AD SERVICES DIRECTOR			
6. EXEC/DIV/REGION DIRECTOR*	[illegible]	12/4/89	

*ROUTING OF FEDERAL AID DOCUMENTS ONLY

DIVISION/OFFICES ARE TO FORWARD COMPLETED ORIGINAL CONTRACT AND ROUTING SLIP TO THE PURCHASING OFFICE.

GFC Form 167

FLORIDA GAME AND FRESH WATER FISH COMMISSION

LAND ACQUISITION

CONTRACT FOR SALE AND PURCHASE

PARTIES: Joan R. McWilliams hereinafter called SELLER, and Florida Game And Fresh Water Fish Commission, hereinafter called BUYER, hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions hereinafter set forth.

1. LEGAL DESCRIPTION of real estate located in Charlotte County, Florida: "The West 1/2 of the Southeast Quarter of the Southeast Quarter of Section Thirty-five (35) of Township Forty-one (41) South (S) of Range Twenty-five (25) East, containing Twenty (20) Acres, more or less".

2. STREET ADDRESS: None.

3. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE: None.

4. METHOD OF PAYMENT: All monies due at closing shall be tendered in cash or certified funds.

TOTAL APPRAISED VALUE: Has been established by a qualified appraiser who was chosen by and met Commission requirements.

PURCHASE PRICE/BALANCE TO CLOSE EXCLUDING BUYER'S EXPENSES: Appraised value.

5. TIME FOR ACCEPTANCE: If this offer is not executed by SELLER and BUYER prior to 5:00 (p.m.) on November 22, 1989, this offer shall be null and void. The date of this contract shall be the date when the last party has signed this contract.

6. CLOSING AND POSSESSION: This contract shall be closed and the deed delivered on or before December 31, 1989, unless extended by other provisions of this contract. If additional time is required by closing

agent to close, closing and possession date shall be extended, not to exceed 60 days. Possession of the property shall be delivered to BUYER at closing.

7. COMMISSION review of the deed, title information and survey: within 30 days after the execution of this agreement the seller will submit the following items to GFWFC for review and final approval:

   a. Copy of the proposed general warranty deed.
   b. Marketable title insurance committment.
   c. Beneficial interest and disclosure affidavits as required by sections 286.23, 375.031(1) and 380.08(2), Florida Statutes on appropriate GFWFC forms.
   d. No-lien and possession affidavit certified to both the GFWFC and to the title insurer, in accordance with section 627.2842, Florida Statutes.

   BUYER will approve or reject each item within 30 days after receipt. SELLER will have 30 days hereinafter to cure and resubmit any rejected item. In the event the SELLER fails to timely deliver any item, or GFWFC rejects any item after delivery, BUYER may in its discretion extend either its option exercise deadline or closing date a comensurate length of time. If the SELLER refuses to provide a required item BUYER may in its discretion either cancel this agreement and receive a refund of all money paid to that time.

8. EVIDENCE OF TITLE: ___ SELLER __X__ BUYER shall order for delivery to the BUYER (check one).

   ___ ABSTRACT OF TITLE: Covering a period of at least 35 years prior to the date of contract prepared by a reputable abstract firm and purporting to be an accurate synopsis of the instruments affecting the title to that real property recorded in public records of that county to the date of contract, showing in SELLER a fee simple title in accordance with the standards adopted from time to time by The Florida Bar, subject only to liens, encumbrances, exceptions, or

qualifications set forth in this contract and those which shall be discharged at or before closing. BUYER shall have fifteen (15) days from the date of receiving the abstract to examine the same.

X A TITLE BINDER: To be followed by TITLE INSURANCE issued by a qualified title insurer agreeing to issue to BUYER upon recording of the conveyance hereafter mentioned an owner's title insurance policy in the amount of the purchase price, insuring the title to that real property, which policy shall be reasonably acceptable to BUYER and which shall insure against all defects in title whether or not such defects appear of record, subject only to liens, encumbrances, exceptions or qualifications set forth in this contract and those which shall be discharged at or before closing.

If a defect in title is discovered, SELLER shall have reasonable time, not to exceed ninety (90) days, to clear same at his expense. If any such title defect cannot be cured, BUYER shall have the option of accepting the title as it then is, or canceling the contract.

9. INSTRUMENTS: Title to real property shall be conveyed by GENERAL WARRANTY DEED unless otherwise agreed in writing. SELLER represents that he has legal authority and capacity to convey title to the property with all improvements. SELLER shall furnish to BUYER a SELLER's affidavit that there have been no improvements to subject property for 90 days preceding date of closing for which a lien could be filed. If subject property has been improved within 90 days preceding closing date, the SELLER shall deliver releases or waivers of all mechanic's liens or receipted bills, executed by general contractors, subcontractors, suppliers or material men, and SELLER's mechanic's lien affidavit. Upon request, copies of all instruments shall be furnished at least 24 hours prior to closing.

10. RESTRICTIONS AND EASEMENTS: BUYER agrees to take title to the property subject to any zoning and other governmental restrictions, plat

restrictions and qualifications, public utility easements, and restrictive covenants of record, provided that none of the foregoing shall prevent use of the property for wildlife restoration purposes. However, the COMMISSION does not accept or take the property subject to the existing lease between the SELLER and Bob Driggers, Wade Driggers and Carroll Phillips. This lease shall be void as of the date of coveyance of this property to the Commission. The Commission will renegotiate a grazing lease with the above-cited parties in accordance with its standard grazing lease instrument for the Webb Wildlife Management Area.

11. WOOD DESTROYING ORGANISMS INSPECTION: SELLER agrees to furnish without expense to BUYER, a Wood Destroying Organisms Inspection Report made within 30 days prior to closing by state licensed pest control firm showing all buildings on the premises to be visibly free of infestation or damage by termites or other wood-destroying organisms. If a report shows such infestation or damage, SELLER shall treat the infestation and repair the damages up to the amount as set forth in Section 16. If the amount required is in excess of the dollar amount shown in Section 16, and if SELLER elects not to remedy same, then BUYER shall have the right to accept the property without regard to infestation or damage and complete this contract, or to terminate this contract and receive a refund of the deposit.

12. EXISTING MORTGAGES: SELLER shall furnish a status letter from each mortgage setting forth the principal balance, escrow balance, method of payment, and the standing of each mortgage.

13. CONDITION OF PROPERTY: BUYER ACKNOWLEDGES THAT HE HAS NOT RELIED UPON ANY REPRESENTATIONS MADE BY REALTORS(S) AS TO THE CONDITION OF THE PREMISES. (Check one of the following.)

___ SELLER warrants that the electrical, plumbing, air and heat systems, and appliances, if any, shall be in working order on the date of closing. SELLER agrees to repair any of these items not in working

order. BUYER agrees to inspect the property prior to closing to determine condition of said items; cost of said inspection, including turning on utilities if required, to be borne by BUYER. If BUYER fails to make inspection prior to closing BUYER agrees to accept property in "as is" condition.

_X_ SELLER agrees to deliver the property in its present as is condition. BUYER acknowledges that he has inspected the property prior to signing this contract.

14. MAINTENANCE: Between date of contract and date of closing or the date of possession, whichever occurs first, the property, shall be maintained by SELLER in the condition existing on the date of the contract, ordinary wear and tear excepted.

15. RISK OF LOSS: The risk of loss or damage to the premises by fire or otherwise is assumed by SELLER until closing of this transaction. If premises are damaged in excess of three (3) percent of contract price, BUYER shall have the option to void this contract. If the premises are damaged less than three (3) percent of contract price, SELLER shall restore premises within ninety (90) days to original condition as of the date of the contract and proceed to closing.

16. PRORATIONS: All taxes from the current year, rents, hazard insurance premiums on policies assumed by BUYER, interest and other income and expenses of property association dues shall be prorated as of date of closing. BUYER shall be deemed the owner of the property on date of closing. If information as to current year's taxes is not available at the time of closing, taxes shall be prorated on the basis of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either party when the tax bill for the year of closing becomes available. All prorations shall be adjusted to the cash due at closing.

17. EXPENSES

BUYER SHALL PAY FOR THE FOLLOWING:

X	Owners title insurance	X	Recording fees
X	State documentary stamps on deed	___	Survey on deed
___	Intangible tax on mortgage	___	Title checkdown or recertification
___	Appraisal fee	___	BUYER'S attorney fees
___	Opinion of title	___	_____

SELLER SHALL PAY FOR THE FOLLOWING:

___	Abstract fee	___	State documentary stamps on deed
___	_____ title insurance	___	Real estate brokerage fee
___	Wood Destroying Organisms inspection/treatment/ repairs not to exceed $_____	___	Prepayment penalty not to exceed $_____
		X	Preparation of deed, affidavit
		X	Satisfaction of mortgage and recording thereof
X	SELLER'S attorney fees		_____

18. SURVEY: If BUYER desires a survey, he shall have the property surveyed at his expense prior to closing date. If the survey shows an encroachment, the same shall be treated as a title defect.

19. DEFAULT BY BUYER AND DEFAULT BY SELLER: If BUYER fails to perform any covenants of this contract within the time specified, any deposits paid by BUYER may be retained by or for the account of SELLER. Additionally, if BUYER defaults, he expressly agrees he is liable for all charges incurred on his behalf and liable to SELLER for all damages. If SELLER fails to perform any covenants of this contract any deposits, at the option of the BUYER, shall be returned. Upon such event, all parties shall be released of their rights and obligations under this contract.

Either party, however, at his option may proceed at law or in equity to enforce his legal rights under this contract, including, but not limited to, the right to bring suit for specific performance.

20. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

21. SPECIAL ASSESSMENT LIENS: Certified, confirmed, ratified or pending special assessment liens as of the date of closing are to be paid by SELLER.

22. LEASE: SELLER shall furnish copies of all written leases to BUYER prior to closing. If there are any persons in possession of the property without written leases, estoppel letters from such persons specifying the nature and duration of occupancy shall be furnished to BUYER by SELLER prior to date of closing.

23. TIME IS OF THE ESSENCE IN THIS CONTRACT.

24. The parties expressly agree that BUYER's performance hereunder is conditioned upon this acquisition being in conformity with state purchasing rules and regulations and consistent with legislative authorization.

25. TYPEWRITTEN, WRITTEN AND OTHER AGREEMENTS: There are no agreements, promises, or understandings between these parties except as specifically set forth herein. No alterations or changes shall be made to the contract except those in writing, signed and dated by all parties.

26. SPECIAL CLAUSES: Paragraph #11 does not apply to this contract.

27. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF YOUR ATTORNEY PRIOR TO SIGNING. THIS CONTRACT SHALL NOT BE RECORDED.

Executed by SELLER on 11-22-89 (date)

Witnesses as to SELLER

Joan R. McWilliams (SEAL)
Joan R. McWilliams

State of Florida

County of Lee

The foregoing instrument was acknowledged before me this 22nd day of November 1989, by Lisa M. Carroll.

(Notary Seal)

Notary Public
Notary Public, State of Florida
My Commission Expires Dec. 29, 1989
Bonded Thru Troy Fain-Insurance Inc.
My Commission Expires

Game and Fresh Water Fish Commission

Executed by BUYER on 12/4/89 (date)

Witnesses as to BUYER

Robert M. Brantly (SEAL)
Colonel Robert M. Brantly
Executive Director

State of Florida

County of Leon

The foregoing instrument was acknowledged before me this 4th day of December, 1989, by Colonel Robert M. Brantly, Executive Director, Florida Game and Fresh Water Fish Commission, as agent for the COMMISSION.

(Notary Seal)

Notary Public
Notary Public, State of Florida
My Commission Expires Nov. 7, 1993
My Commission Expires

W207-4309
PRO 4-6

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
for JVA
Commission Attorney

GFWFC ACQUISITION NO. _____
PARCEL NO. _____

Florida Game and Fresh Water Fish Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
(904)487-1764

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF LEE)

Before me, the undersigned authority, personally appeared JOAN R. McWILLIAMS, this 22 day of Nov., 1989, who, first being duly sworn, deposes and says:

1) That JOAN R. McWILLIAMS whose address is 811 HYDRANGEA DR., N. FT. MYERS, FL 33903 the record owner of the real property described in Exhibit A being considered for acquisition by the Florida Game and Fresh Water Fish Commission. The following is a list of all "persons" (as defined in Section 1.01(3), Florida Statutes) having a beneficial interest in the real property. (If more space is needed, attach separate sheet.)

Name	Address	Interest
NONE		

2) That to the best of the affiant's knowledge all persons who have received or who are to receive real estate commissions, attorney or consultant fees or any other costs or benefits incident to the sale of the real property and the reasons for the payments are:

Name	Address	Reason for Payment	Amount
NONE			

(To be completed and delivered to GFWFC with Option/Purchase/Exchange Agreement.)

3) That, to the best of the affiant's knowledge, the following is an accurate record of the tax assessment, taxes paid and exemptions (if any) on the property for the 5 years prior to the date of the affidavit:
One half of the amount listed below, as parcel taxed as 40 acres with 20 acres not included in this transaction

Year	Assessed Value	Taxes Paid	Exemption
1984	$32,000	$17.49 ($7.40)	AGRICUL
1985	$32,000	$15.29 ($7.65)	"
1986	$32,000	$18.08 ($9.04)	"
1987	$32,000	$30.76 ($15.38	"
1988	$32,000	$31.98 ($15.99)	"

4) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions concerning the said property which have taken place during the 5 years prior to the date of this affidavit:

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
Bob Driggers ETAL	1-29-86	Grazing Lease	$1.00 per acre per year
Dorothy L Smith and Charles M. McWilliams III	11-14-88	Warranty Deed for 20 of 40 acres.	$10.00 and other considerations

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

Joan R. McWilliams

Sworn to and subscribed
before me this 22 day
of November, 1989.

Lisa M Carroll
Notary Public

My Commission Expires: [illegible]

Florida Game and Fresh Water Fish Commission
Approved as to Form and Legality

BY: [signature] for JVA

DATE: 11/27/89

D123-7368

Florida Game and Fresh Water Fish Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
(904) 487-1764

TITLE, POSSESSION & LIEN AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEE

JOAN R. McWILLIAMS, 811 HYDRANGEA DR. NORTH FORT MYERS, FL 33903, ("Seller"), being first duly sworn, deposes and says that Seller makes these representations, based on Seller's knowledge and belief, to the Florida Game and Fresh Water Fish Commission, ("Buyer") and to _____ ("title insurer") to induce Buyer to purchase and title insurer to insure title to that certain property described below, and Seller further states:

1. Seller is the sole owner of the real property (hereinafter the "property") described as: The West ½ of the SE ¼ of the SE ¼ of Section 35 of Township 41 South, Range 25 East, containing 20 acres, more or less, as filed in the Office of the Clerk of the Circuit Court, Charlotte County, Florida.
   Subject to easement, restrictions, reservations of record, taxes for the current year and subsequent years.

2. The interest to be insured is fee simple, subject to any declarations, easements or restrictions listed in the schedule of exceptions in the title insurance policy insuring the interest to be received by Buyer.

3. There are no matters pending against the Seller that could give rise to a lien that would attach to the property or cause a loss of title of impair the title between the last title insurance binder effective date, and the recording of the interest to be insured, and the Seller has not and will not execute any instrument that would adversely affect the title or interest to be insured.

4. Seller has undisputed possession of the property; there is no other person or entity in possession or who has any possessory right in the property; Seller knows of no defects in the property title.

5. No "Notice of Commencement" has been recorded which pertains to the property since the last title insurance binder effective date, there are no unrecorded labor, mechanics, or materialmens liens against the property, and no material has been furnished to the property for which payment has not been paid in full.

6. Within the past 90 days, there have been no improvements, alterations, or repairs to the above-described property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid, except the following: _____

_____

7. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities, or improvements made by any governmental instrumentality. Should any bill be found which relates to the period of Seller's possession, Seller will pay such bill upon demand. No notice has been received of any public hearing regarding future of pending zoning changes, or assessments for improvements by any governmental instrumentality.

8. There are no unrecorded deeds, judgements, liens, mortgages, easements or rights-of-way for users, or adverse interests with respect to the property.

9. If this is improved property then Seller is the owner of, and there are no claims, liens or security interest whatsoever of any kind or description against the furniture, fixtures, equipment and personal property located in the improvements on the property and sold as part of this transaction. All tangible personal property taxes are paid.

10. There are no existing contracts for sale affecting the property.

11. That, if married, Sellers have been continuously married during the entire time of the ownership of the property, have never been divorced and have not entered into any separation or property settlement agreement.

12. That, if married and the spouse of the affiant does not join in the deed of conveyance, the property to be conveyed is not now, nor has it ever been, the homestead of the Seller within the meaning of Florida Law and that the Seller resides at _____

811 Hydrangea Drive, North Fort Myers, Florida 33903.

13. There is no civil action pending which involves the property in anyway. There is no action for dissolution of marriage, divorce or bankruptcy pending against the Sellers.

14. The Real Estate Taxes will be paid to date of closing pursuant to Section 196.295, Florida Statutes.

15. That Seller is not a "non-resident alien" for the purposes of United States income taxation, nor is he a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations); that his/her Social Security Number(s) (or F.E.I. Number) is/are 267-42-2751 that he understands that the certification made in this Paragraph may be disclosed to the Internal Revenue Service by the Purchaser; that any false statement contained in this Paragraph could be punished by fine, imprisonment, or both; and that the information contained in this Paragraph, to the best knowledge and belief of the Seller is true and correct and as provided under penalties of perjury.

16. This Affidavit is executed in duplicate, each of which shall be considered an original, with one original to be delivered to the Buyer and one original, with to be delivered to the title insurer.

THIS AFFIDAVIT is made pursuant to Section 627.7842, Florida Statutes, for the purpose of inducing the Buyer to close and the title insurer to insure the title to the property and to disburse the proceeds of the sale. Seller intends for Buyer and the title insurer to rely on these representations.

William F. Gaddy
Witness

Joan R. McWilliams

Mary Violette
Witness

SWORN TO and subscribed before me this 22 day of November, 1989.

(SEAL)

Lisa M Carroll
Notary Public
My Commission Expires:

Prepared By:

Florida Game and Fresh Water
Fish Commission
Approved as to Form and Legality
[illegible] for JVA

By: _____

Date: _____

D123-7368

11.2.4 Lease #317

DIVISION LOG # 3004 AGREEMENT NUMBER

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR CITY OF PUNTA GORDA. / FWC Mgt. Agree. Punta Gorda

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE BABCOCK / WEBB WMA – CO-OP MANAGEMENT AGREEMENT

ORIGINATOR/CONTACT D. JERMYN PHONE 488-3831 DIV./OFFICE/MAIL 10

X NEW** _AMENDMENT __RENEWS OR EXTENDS **PURCHASING USE ONLY: POSTING - 7 DAY: 72 HR**

___EXPENDITURE** ___REVENUE X AGREEMENT ___EASEMENT/DEED ___LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION 1/25/80 END DATE 1/24/2025 OPTION FOR ____YEARS

TOTAL CONTRACT AMOUNT $_____ PAYMENT AMOUNT $_____

BILLING PERIODS: ___MONTHLY ___QUARTERLY ___ANNUALLY ___OTHER_____

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) ___NO ___YES (Notify Property Administrator)

****NEW EXPENDITURE: (1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No._____**
CONTRACTS (2) Vendor/Recipient Checklist: Attached? ___Yes ___No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	CATEGORY	AMOUNT	PROJECT ID			FY

Certified Minority: ___Yes ____No ____Not Available ___Not Appl. Minority Category _____ (See reverse side for options)

Commodity Code_____ Federal Funds: Agcy _____CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader		12/29/09	Budget Sheet is available upon request by external sources. ___Yes ___No
2. Budget Director (Expenditure Only)			Budget Authority: __Existing __New
3. Div./Reg./Inst./Off. Dir./Section Leader			
4. Contracts Administrator			
5. Legal			
6. Accounting			Funds Availability: ___Yes ___No
7. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**			
__ Expenditure Contracts: Return to Originator for Contractor signature. __ Other documents: Send to **(circle)** Exec./Div./Reg./Inst./Off. Dir. for signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
8. Exec./Div./Reg./Inst. Dir. **execute**			
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*			Send executed Original Contract & Original Routing Form
Originator to OIG FSAA Originals			Send to OIG: Mail Code 1E

FWC 167/rev. 01/08 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

MEMORANDUM

December 16, 1992

TO: Frank Smith, Chief
Wildlife Land Management
Tallahassee

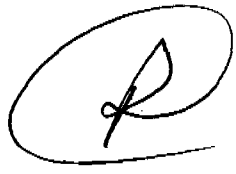
FROM: Larry Campbell, Biological Scientist III
Cecil M. Webb Wildlife Management Area
Punta Gorda

SUBJECT: City of Punta Gorda Sewage Plant (on C.M. Webb WMA)

Attached is the map you requested. Please note that the date on the map is January, 1988. I believe that the lease was written in 1982.

attachment
LDC/lav
GFC 7-5

LARGE FOLD OUT MAPS FOR THIS FILE ARE LOCATED WITH DALE JERMYN AND HIS FILES WITHIN THE OFFICE OF HABITAT AND SPECIES OFFICE AT SOUTH END OF 3RD FLOOR.



Frank,
Is this permissible under their Lease??

Jerry

Thursday, February 14, 1991

Punta Gorda now intends to grow own

By GEORGE COLLINS
Staff Writer

In the not-too-distant future, most of the trees and plants you see adorning public property in Punta Gorda will come from home-grown stock.

The City of Punta Gorda is nearing completion of a nursery at the Punta Gorda Wastewater Treatment Plant on State Road 74 (Bermont Road), which will be the source of thousands of plants and trees that can be used for landscaping and beautification projects, said Ernie Miles, director of public works.

The nursery will occupy seven acres of the 885-acre treatment plant property.

A greenhouse and a shadehouse, both measuring 30-by-100-feet, are about 75 percent complete. There also will be a potting shed and a small office for a full-time worker in charge of the nursery.

The climate-controlled greenhouse will be for plants requiring special care, with the shadehouse used for more hardy plants, according to Kathleen Peters, assistant director of public works. Each house will be able to handle up to 3,000 plants.

The nursery will include mulching and composting operations and the development of a small-scale tree farm, Miles said.

The nursery will enable the city to supply most of its own trees and plants to replace dead ones, and to spruce up areas where none exist, including city buildings, streets and parks.

"We hope to have it operational by the end of February, with plants developed here available by the first of April," Peters said.

Peters said the wastewater treatment plant site is ideal for the nursery.

"The plant provides us plenty of water and sludge from the plant can be used for potting material."

The existence of the nursery doesn't mean the city will discontinue buying trees from private sources entirely, but will mean it can purchase them at stages where the cost will be less expensive, and the city can then nurture them until they are ready to be planted.

"It will make us more self-sufficient regarding our landscaping needs," Miles said.

GC/SC

Have talked to Farming Activities

July 21, 1983

Mr. Leslie M. Buie
Divisional IG for Audits
Office of Inspector General
Southern Division, Suite 515
U.S. Environmental Protection
Agency
1371 Peachtree Street, Northeast
Atlanta, GA 30309

Dear Mr. Buie:

Executive Director Robert M. Brantly has asked me to respond to your June 7 correspondence referencing an EPA grant to the city of Punta Gorda, Florida. I assume you have received correspondence from Alex B. Montgomery, Assistant Regional Director for Federal Assistance, U.S. Fish and Wildlife Service in Atlanta.

In my opinion, Mr. Montgomery, in his June 14 letter to you, thoroughly addressed the issues you referenced in your correspondence. If you have other specific questions, I will do my best to assist.

Sincerely,

AUG 0 1 1983

Allan L. Egbert
P-R Coordinator

1W199/m
WLD 8-5-3 (Webb Sewage Treatment Lease)
cc: Mr. Robert Barber

United States Department of the Interior

FISH AND WILDLIFE SERVICE
75 SPRING STREET, S.W.
ATLANTA, GEORGIA 30303

JUN 16 1983

JUN 14 1983

To 76
USF+W Service reply to questions raised in letter you have on

Mr. Leslie M. Buie
U.S. Environmental Protection Agency
Office of Inspector General
1371 Peachtree Street, NE., Suite 515
Atlanta, Georgia 30309

Dear Mr. Buie:

We are pleased to respond to your inquiry of June 7, 1983, regarding the C. M. Webb Wildlife Management Area EPA Punta Gorda Grant C120711-05.

The lease between the city of Punta Gorda and the State was not executed on a no-cost basis because our regulations preclude such an arrangement. I have enclosed a copy of a portion of the regulations governing the program under which the C. M. Webb Wildlife Management Area (WMA) was purchased and is currently operated. Please direct your attention to Section 80.14. The city's proposal to use 884 acres of the WMA was determined to be contrary to 50 CFR 80.14b and required replacement of the land. You are probably aware that the city's attempts to locate replacement lands that would fulfill the requirements of 80.14b(1) were not successful.

The value of the 884-acre WMA tract was established by standard real estate appraisal techniques. Two independent real estate appraisers prepared reports which were reviewed by our U.S. Fish and Wildlife Service review appraiser. One appraiser estimated the value of the tract at $1,279 per acre and the other at $1,400 per acre. Our review appraiser recommended that the value was between $1,200 and $1,400 per acre.

It is our understanding that the city of Punta Gorda suggested the use of the lease agreement when their efforts to find replacement property were not successful.

We presume your statement concerning a previous lease refers to the State's lease of grazing rights on the WMA. Grazing of cattle is compatible with the purpose for which the land was purchased and the right to do so is permitted on the basis of short-term leases, the value of which is set by competitive bid.

(X) WILDLIFE
JUN 16 '83
___DIRECTOR
___ASSISTANT
___ADM. ASSISTANT
___EU. CH. LAND MGT.
___ASST. LAND MGT.
___PLANNER
___QUOTA DIRECTOR
___EU. CH. RESEARCH
___EU. CH. RESOURCES
___E. S. COORDINATOR
___E. S. BIOLOGIST
___SECRETARY
___FILE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

OFFICE OF INSPECTOR GENERAL

SOUTHERN DIVISION, SUITE 515
1371 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309

REGIONAL OFFICE:
EARLE CABELL BLDG., RM. 2F50
DALLAS, TX 75242

JUN 7 1983

Mr. John Christian
Assistant Regional Director Federal Assistance
United States Dept. of the Interior
Fish and Wildlife Servcice
75 Spring St., SW
Atlanta, GA 30303

RE: C. M. Webb Wildlife Mgmt Area
EPA Punta Gordo Grant C120711-05

Dear Mr. Christian:

Thank you for sending to us information showing how the disposition of funds received by the State of Florida Game and Fresh Water Fish Commission.

As you know EPA paid 85 percent of the costs of the $1.0M grant. Therefore, we would like for you to provide us the following information:

1. Reasons why the lease between the City of Punta Gordo and the State was not executed at a no-cost basis; and

2. Calculations or rationale showing the basis for the $1.0M.

We have evidence that the land was previously leased to a private concern at substantially less cost.

Any additional data that you may provide for us to understand the circumstances of the lease would be beneficial. If there are any questions, please call Richard Solomon on (404) 881-3623.

Sincerely,

Leslie M. Buie
Divisional IG for Audits
Southern Division

cc: Col. Brantly, Fla Game & Fresh Water Commission

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

OFFICE OF INSPECTOR GENERAL

SOUTHERN DIVISION, SUITE 515
1371 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309

REGIONAL OFFICE:
EARLE CABELL BLDG., RM. 2F50
DALLAS, TX 75242

JUN 7 1983

Colonel Robert M. Brantly
Executive Director
Game and Fresh Water Fish Commission
620 South Meridian St.
Tallahassee, FL 32301

RE: C. M. Webb Wildlife Mgmt. Area
EPA Grant C120711-05
Punta Gordo, FL

Dear Colonel Brantly:

The EPA Inspector General's Office has been requested to audit EPA's grant to Punta Gordo, FLorida. Under this grant we found that the City leased land at a cost of almost $1.0M from the State Game and Fresh Water Fish Commission to build their sewage facility. As you know EPA paid 85 percent of the cost of the lease.

We would like for you to provide to us the following data:

1. Reasons why the lease between the City of Punta Gordo and the State was not executed at a no-cost basis; and

2. Calculations or rationale showing the basis for the $1.0M lease.

We have evidence that the land was previously leased to a private concern at substantially less cost.

Any additional information that you may provide for us to understand the circumstances of the lease will be beneficial.

If there are any questions, please call Richard Solomon on (404) 881-3623.

Sincerely,

Leslie M. Buie
Divisional IG for Audits
Southern Division

cc: John Christian, Dept. of Interior
Richard W. Smith, Chief, Bureau of Wastewater Mgmt. & Grants
State of Florida, Dept. of Environmental Regulations

1/9/81

for immediate release

NEWS RELEASE

florida game and fresh water fish commission

Office of Informational Services • Tallahassee, Fla. 32301 • (904) 488-4676

Contact: Frank Smith (904) 488-3831

PUBLIC HEARING SET
FOR USE OF MONIES
FROM LAND LEASE

TALLAHASSEE - A public hearing will be held Wednesday (January 14) to discuss a proposed plan for use of $1,005,000 to be received by the Florida Game and Fresh Water Fish Commission from the City of Punta Gorda as a result of a long-term land use lease.

"The Commission and the City of Punta Gorda have worked out an arrangement whereby 884 acres of the Webb Wildlife Management Area will be utilized for a much needed spray irrigation sewage treatment system for the city," said Fred W. Stanberry, director of the Division of Wildlife for the Commission.

The public hearing will be held in meeting room two of the Charlotte County Courthouse on Taylor Street in Punta Gorda. The meeting will begin at 7:30 p.m.

Stanberry said under the Commission proposal, revenue from the 45-year lease arrangement would be utilized to enhance the 63,300-acre wildlife management area.

The proposed plan calls for the acquisition of private land holdings within the management area, a hydrology study, purchase of new equipment, construction of a new residence for use by the wildlife biologist assigned to the management area, rebuilding of a boundary fence and construction of a bulk feed bin for improving the efficiency of the quail feeder program.

(MORE)

Also, construction of artificial hammocks, moving an existing residence building, melaleuca control, survey of ten miles of boundary lines and implementation of a water management plan.

Public comments on the Commission proposal are welcomed, according to Stanberry. He said written comments may be mailed through January 16 to Frank H. Smith, Jr., chief of the Bureau of Wildlife Management for the Commission at 620 South Meridian Street, Tallahassee, Florida, 32301.

-30-

RS/OIS

Fred - For your review
[illegible] FHS

Environmental Assessment

State: Florida Project Number: W-35

Title: Lease of 884-Acre Portion of Cecil M. Webb Wildlife Management Area

I. Purpose and Need:

The City of Punta Gorda in Charlotte County is badly in need of a site for a sewage treatment plant to adequately treat an expanded volume of effluent which has resulted from growth of the city. Due to various guidelines and parameters established by the Environmental Protection Agency and the need for a fairly large tract of land near the City of Punta Gorda itself, the 884-acre tract on the Cecil M. Webb Wildlife Management Area was selected. The City of Punta Gorda has leased, for 45 years, a portion of the Webb area which is nearest town and is comprised primarily of improved pasture of little value to wildlife or the hunter.

The treatment plant to be established on the Webb site is a spray irrigation type which will have less effects on the environment than an overland flow type or a percolation pond type system. The City of Punta Gorda, as a result of the 45-year lease, will pay to the Florida Game and Fresh Water Fish Commission $1,005,000. The Commission plans to use this money over a three-year period for such expenditures as follows:

a. $132,000 for acquisition of private inholdings
b. $91,500 for the purchase of heavy equipment
c. $70,000 for a hydrology study
d. $102,437 for construction of a new residence building
e. $235,635 to rebuild 53 miles of perimeter boundary fence
f. $38,000 for melaleuca control
g. $6,282 for a bulk feed bin
h. $54,000 for construction of hardwood hammocks

i. $15,000 to move an existing residence building

j. $15,000 to survey ten miles of boundary

k. $245,146 to implement a plan to restore natural water regimes

The Commission would benefit greatly from the expenditure of these funds in this manner. These projects will be of immense value to the Webb wildlife management area and are projects which will probably never be funded without an extraordinary source of income.

II. Alternatives:

These are three viable alternatives to this problem:

a. The first alternative is for the Commission to lease the 884 acres of the Webb area to the City of Punta Gorda. The money received would be used for purchase of inholdings and other needed management projects. The purchase of adjacent tracts of land with the money is not practical at the present time because of a lack of land for sale and problems with appraisals. This is the recommended alternative.

b. The second alternative is for the Commission to trade the 884 acres of land to the City of Punta Gorda for land adjacent to the Webb area which is of equal value to wildlife and of equal monetary value. This alternative was originally recommended but, due to discrepancies in appraisal values, was abandoned.

c. The third alternative is to refuse to allow the City of Punta Gorda to construct a sewage treatment plant on the Webb wildlife management area. This course of action would cause severe hardship for the city because there is no other land available in the proper location for efficient construction of the plant. This would cause severe public relations problems for the Commission in the area and would possibly result in condemnation proceedings being filed against the Commission.

III. Affected Environment:

The 884-acre portion of the Webb wildlife management area which is leased to the City of Punta Gorda is one large improved pasture which has been planted to Pensacola bahia grass. The land was originally southern slash pine flatwoods with an understory of saw palmetto and associated grassy vegetation. It was converted to improved pasture ___ years ago and since that time has been of little value to wildlife.

The remainder of the Webb wildlife management area which may be affected by the proposed expenditure of funds consists of the following vegetative types: 4-5% south Florida slash pine flatwoods, 5% cabbage palm hammocks, 5% bayheads, 5% freshwater marshes, 35% wet prairies and 5% dry prairies. The entire area is flood-prone during hurricanes and extremely wet periods. Known soil association are Immokalee, Sunniland, Keri, Leon, Felda, Pomello, Broward, Charlotte and ArGell fine sands or loamy fine sands.

IV. Environmental Consequences:

The environmental consequences of the construction of the sewage treatment plant are discussed as follows:

Surface Water: The major concern with respect to the possible impact on the surface water is to assess whether the proposed land application will adversely affect the flow and quality of the receiving water. The surface runoff and underdrainage of the site is to be discharged to Myrtle Slough from the northeast corner of the site. Myrtle Slough discharges into Shell Creek just below the Punta Gorda impoundment for water supply. There are no flow records for Myrtle Slough. Shell Creek is gauged just above the impoundment. Between 1965 and 1975, the average discharge of Shell Creek after adjusting for water supply is 365 cubic feet per second (cfs). Since surface runoff generated on the site will be retained on the site by soil berms, its contribution to Myrtle Slough is negligible. Generally, the surface discharge from the site is the water collected by the underdrains, which will be pumped

out from the northeast corner of the site to Myrtle Slough. The overall percolated water from the spray field is 7.7 feet per year which is approximately the proposed eight feet per year's wastewater application. If the underdrains collect all percolating water from the surface, the average discharge of the underdrainage is about six cfs when the site is fully utilized or (1.5 cfs per MGD application). This flow should have no affect on Shell Creek because it simply returns the flow which is previously diverted for water supply by the city.

Since there are no historic flow records for Myrtle Slough, it is difficult to quantify the impact of this surface discharge to Myrtle Slough. Our field observations indicate that little or no flow occurred in Myrtle Slough during the dry season. The water depth of the slough during the period of the site specific study ranged from one to three feet at the Highway 74 bridge; this can be considered the normal wet weather flow. As a result of this low-flood characteristic, the discharge of underdrainage to Myrtle Slough may significantly increase the flow during the dry season. The net result may be an overall reduction of zero flow days for the slough. For example, all streams in Charlotte County, except Prairie Creek and Peace River, had 30 consecutive zero flow days on the average of once every 20 years. By discharging underdrainage to Myrtle Slough, there may be few or no dry days for Myrtle Slough in a normal year. In the wet season, the surface discharge will constitute only a small portion of the flow. Since there will be no waste application when the site is wet, the rainfall up to a two-year, four-hour storm will be retained on the site. During a storm, the proposed project will actually reduce peak flow of Myrtle Slough and then discharge to the slough when the storm is over.

Based on the above discussion, the net impact of the land application to Myrtle Slough acts like a small impoundment to a stream; that is, it will increase the low flows and reduce the high flows. As a result, the proposed project actually improves the hydrological characteristics of the receiving stream.

To assess the impact of the surface discharge to the water quality of the receiving waters, the expected quality of the underdrainage is compared to the existing quality of Myrtle Slough and Shell Creek. It is noted that the expected BOD value for the underdrainage will be less than that found in the slough or creek water and the phosphorus content of the underdrainage, which is expected to be very low, is also in the range of that found in the receiving water. However, the expected nitrogen content in the underdrainage will be much higher than the existing nitrogen level in the receiving water, especially during the winter (or dry) months. The average nitrogen content of the percolating water is estimated to range from 1.4 mg/l to 22.5 mg/l for a period from October to May. This amounts to 141 pounds per acre per year, or 40 tons of nitrogen per year when the entire site is fully utilized. This loading is only slightly higher than the loading of 27 tons per year if advanced treatment effluent were to be discharged to the slough.

It is difficult, if not impossible, to quantify the effect of nitrogen loading to the water quality of Myrtle Slough. However, it is certain that there are several favorable factors which will result in rapid removal of nitrogen in the slough water. These are: (1) dense vegetation in the channel of the slough permits high nitrogen uptake; (2) the relatively high concentration of nitrogen in the underdrainage only occurs in winter months, which is also the dry season during which there is a very low flow in the slough. As a result, the travel time for the surface discharge in the slough is very long which promotes the nitrification-denitrification process in the slough. In addition, in these months the slough may experience wet and dry cycles which also increase the nature assimilative capacity of the slough.

Based on the above analysis, it is concluded that the surface discharge from the land application site would not significantly degrade the water quality of the receiving stream. It should be pointed out that the site is currently receiving waste from 200 head of cattle grazing on the land. On a BOD basis, one beef animal is equivalent to 18 to 20 persons. In other words, the BOD produced by 200 cattle is equivalent to that produced by 40,000 persons after secondary treatment.

This is greater than the projected population for the Punta Gorda service area in the year 2000. Therefore, it stands to reason that the proposed waste application, which applies secondary treated effluent on land where substantial amounts of nutrients from the applied wastewater will be removed in the harvested crop, will not significantly degrade the existing water quality of the receiving streams.

Ground Water: There are two major concerns over the possible impacts of the proposed land application on the ground water resource. The first is the possibility of depletion of ground water as a result of the surface and subsurface drainage systems to be constructed on the site. The second and more important is the possibility of contamination of the ground water by the percolating water from the spray field.

It should be pointed out that the drainage system designed for the site is quite different from the south Florida land development drainage system. The purpose of drainage for land development (normally in the form of drainage ditches or canals) is to permanently drain the land for housing or other developments. The drainage system to be provided on the Webb site is carefully designed to lower the ground water table about three feet below the surface at the time when the ground water table would normally be high. Therefore, the proposed land application will not in any way deplete the ground water resource. Actually, by retaining the runoff on the site and allowing a portion of applied effluent to percolate to the ground water, the proposed land application will stabilize the ground water table and reduce the fluctuation of the ground water table in the area.

As to whether the percolating water will contaminate the ground water, it appears the percolating water will have no effect whatsoever on the use of ground water as the water supply by the residents of the area. This assessment is based on the following facts:

1. The ground water contamination is one of the major criteria employed for selecting and designing the land application system of sewage treatment. Many provisions have been built into the system for

protection of the ground water quality. These include providing secondary treatment, disinfection and storage of the waste water before it is applied on the land and limiting the application rate when the effluent is applied on the land. It has been shown that substantial amounts of various constituents in the applied effluent are to be removed in the harvested crop or absorbed by the soil particles. The limiting factor for spray irrigation of effluent on an aquifer which is used for water supply is nitrogen. The regulatory standard for the percolating water is higher than 10 mg/l. There is no practical way to determine what portion of the total nitrogen is nitrate. However, it can be expected that when the percolating water reaches the ground water, its final equilibrium concentration will be further reduced through dilution, dispersion and, most importantly, the nitrification-denitrification reaction. It should be pointed out that the average rate of movement for ground water in the site area is about 0.1 feet/day. At this rate, it takes about a year for a particle in the ground water to move from one side of Highway 74 to the other side. With such a long travel time, the removal of nitrogen from the ground water by nitrification-denitrification is very high.

It is also considered that the chance for the percolating water to reach the water supply well fields across Highway 74 is very remote. First, a large portion of the water is collected by the underdrains and discharged to Myrtle Slough as surface discharge. Then the small portion of water that does percolate into the ground water is confined in the shallow water table by the clayey layer located approximately 20 to 25 feet below the surface. Since most wells in the area are extended much deeper than the shallow water table aquifer, it will still not enter the water supply, even if the percolating water does reach the residential area, because the clayey layer separates the shallow water table from the confined Tamiami Formation in which most drinking water wells are located.

Vegetation and Wildlife: A description of the existing vegetation has been addressed above. The use of the area for the spray irrigation project will undoubtedly lead to changes in the vegetation due to the increased nutrient load. However, the area affected will be harvested

regularly to keep the ground cover low. Furthermore, the small area of flatwoods in the southwestern portion of the project area will not be used and will probably not change significantly.

Of the birds seen on the site, the most abundant species which characteristically utilizes this kind of open, improved pasture habitat is the Eastern meadowlark. The use of the site for spray irrigation will probably limit its use for nesting by the meadowlark, but will not limit its value in the species' feeding. However, nesting territory will be available around the margins of spray fields.

Five species seen on the site are designated on various lists concerning the status of their populations. The Southeastern American kestrel (subspecies of the American kestrel) and the Florida sandhill crane (subspecies of the sandhill crane) are both listed as threatened by the Florida Game and Fresh Water Fish Commission and by the Florida Committee on Rare and Endangered Plants and Animals. The little blue heron, the great egret and the Florida burrowing owl (subspecies of the burrowing owl) are listed as "species of special concern" by the latter group. The impacts of the proposed spray irrigation project on each of these species (or respective subspecies as the case may be) will be addressed below.

A few American kestrels are seen about the site. As this species utilizes trees for nesting, and tree branches, wires, poles, etc., as perches, the proposed use of the site should not have any adverse impacts on this species. The potential of the area to produce food for the species may actually increase as the nutrient material will provide for food chains leading to prey items including large insects (e.g., grasshoppers), lizards, treefrogs, etc.

As many as eleven sandhill cranes were seen feeding together in the area during field work. This species preys upon various reptiles, amphibians and invertebrates, including small snakes, lizards, frogs, toads, earthworms and crayfish. The use of the site for spray irrigation will not damage, and may even enhance, the potential of the area as a

feeding ground since it will continue to support prey species, some in greater numbers than previously. Furthermore, areas within the site will be alternately wet and dry so there will always be territory which is not receiving irrigation where these birds may feed. However, it will be necessary to cut the area regularly to prevent vegetation from growing too high. This species prefers habitats with very low grass cover.

Herons and egrets which utilize the site will continue to do so where there are available bodies of water (ditches, swales and marsh habitats). As the site currently provides only a small amount of wetland habitat, the consideration of these species is of relatively small importance. The little blue heron and the great egret, both seen on the site, are listed in the "Rare and Endangered Biota of Florida" as species of special concern only because of the general concern in Florida with regard to wetlands habitat.

The use of the site by burrowing owls is extensive, both as a feeding and nesting area. Burrowing owls occur in open, prairie-like habitats, including areas which are seasonally wet, providing there is adequate dry ground where they can construct their burrows. Burrows extend diagonally downward to a depth of about one and one-half feet and then turn horizontally and extend as far as nine feet. Although large colonies of burrowing owls were known in the past, most burrows are widely separated single nests with each pair utilizing several acres. The capacity of the spray irrigation site to support these birds is currently based on acceptable open territory used for feeding and small elevated soil banks suitable for burrows. The use of the site for spray irrigation is likely to be compatible with the feeding activities of this species provided the vegetation is not allowed to grow more than two feet high. However, elevated areas, perhaps one and one-half to two feet higher than the expected high water condition, will have to be provided where they are protected from direct spraying. Perimeter dikes, if kept relatively free of shrubs and trees, should provide an adequate nesting area.

The potential for other wildlife to utilize the site can be improved by providing some alternative habitat for cover and/or nesting. If the perimeter of the site is to have a "vegetation screen" for aesthetic purposes, then the selection of certain native species could also provide for wildlife. Live oaks and cabbage palms have been suggested as valuable tree species which would enhance the wildlife potential of the perimeter of the site while also acting as a visual screen for the spray irrigation project. Oaks planted on 25-foot centers would grow to form a continuous canopy suitable for squirrels and nesting sites for numerous birds. Cabbage palms planted in small clumps would further enhance both the wildlife and aesthetic value of the screen. Such improvements, together with the measures suggested in the discussions on the sandhill crane and the burrowing owl, should improve the general wildlife habitat value to exceed its present condition. This improvement would be of general benefit as an effective multiple use of the site itself (spray irrigation treatment use and wildlife management) as well as a benefit to the Cecil M. Webb Wildlife Management Area.

The environmental consequences of the proposed expenditure of funds received by the Commission from the lease are discussed as follows:

The proposed purchase of inholdings should have no environmental consequences other than to allow increased protection of the inholdings from future development which might have an adverse effect on surrounding lands currently owned by the Commission.

The proposed purchase of equipment will facilitate improved management of the Webb area for public access and wildlife. The purchase of a large tractor and dump truck will allow better upkeep of existing access roads. Construction of new roads with this equipment is not anticipated. The purchase of a heavy duty disc harrow will permit an improved program of prescribed burning which will be beneficial for wildlife (covered in previously submitted environmental assessment). The proposed purchase of a roller chopper will benefit wildlife when used for limited, carefully planned chopping. Chopping will increase diversity of the area, edge effect and the resprouting of perrenial wildlife food-producing plants.

It will also encourage the increased growth of annual wildlife food-producing plants.

The proposed purchase of a herbicide spray unit plus the expenditure of funds for melaleuca control will have a positive effect on the environment. The herbicide spray unit will be used in conjunction with the melaleuca control project. Melaleuca, an exotic tree from Australia, has been invading south Florida wetlands at an alarming rate and has begun to encroach on the Webb wildlife management area. The trees are still limited in number on the Webb area and, we believe, can be controlled by the application of carefully selected herbicides on a localized basis. The melaleuca tree is extremely competitive and rapidly forms dense heads which crowd out most competing natural vegetation. The trees are of little value to wildlife other than as cover and roosting sites and the overall environmental impacts of this species are believed to be extremely negative.

The proposed expenditure of funds for a hydrology study to identify the best methods for restoring the natural water regime to the Webb area are believed to be very beneficial environmentally. The Webb area has been "drying up" for the past thirty years as a result of a lowered water table and drainage projects on adjacent lands. Ponds, sloughs and marshes which have held water year-round now contain water only during wet periods of the year. This has certainly had an adverse effect on all aquatic life including wading birds, waterfowl, snipe, otters and other smaller mammals adapted for aquatic environments.

The proposed construction of a new residence and the moving of an existing residence to a new location will have little effect environmentally other than the actual space required for the structures will be lost as productive wildlife habitat. The proposed locations for the buildings will be in a portion of the Webb area heavily used by the public and will increase the availability of the employees living in the area for public assistance.

The proposed rebuilding of 53 miles of boundary fence is expected to have no appreciable environmental impacts.

The proposed construction of a bulk feed bin to improve the efficiency of the quail feeder operation on the Webb area is expected to have no appreciable environmental impact. An environmental assessment has already been submitted on the operation of wildlife feeders.

The proposed construction of artificial hardwood hammocks is expected to have a positive effect on the environment. The Webb area is currently almost devoid of hardwood hammock and is severely lacking in tree cover in general. The procedure involved with construction of artificial hammocks will include construction of a slightly elevated site and planting of various species of oaks and other hardwoods on the site. When the hammocks mature, they will provide extremely valuable sources of food, cover and nesting sites for such wildlife species as white-tailed deer, wild hogs, wild turkeys, gray squirrels and numerous species of small mammals and birds.

The proposed survey of ten miles of boundary is expected to have negligible effects on the environment.

The implementation of a water management plan to restore the natural water regime to the Webb area will have very positive effects on the environment of the area. Populations of wading birds, waterfowl, aquatic mammals including otter, fish and amphibians, should be increased as the nesting sites, food supply and other critical habitat necessities are increased.

V. Consultation:

The following persons were consulted in preparing this environmental assessment:

1. Mr. Larry Campbell, Biologist, Florida Game and Fresh Water Fish Commission.

2. Mr. John Roboski, Regional Wildlife Biologist, Florida Game and Fresh Water Fish Commission.

3. Mr. Tom Logan, Chief, Bureau of Wildlife Research, Florida Game and Fresh Water Fish Commission.

4. Mr. Randy Kautz, Biologist, Office of Environmental Services, Florida Game and Fresh Water Fish Commission.

In addition, the public has been consulted regarding the proposed action at a public hearing held on January 14, 1981, in Punta Gorda, Florida. Records of this public meeting are on file in our offices.

Table 2. Birds Identified in the Proposed Spray Irrigation Area.

Common Name[1]	Status		
	Federal	State	Florida Audubon DOE
Little Blue Heron			SSC
Cattle Egret			
Great Egret			SSC
Pintail[3]			
Blue-winged Teal[3]			
Turkey Vulture			
Black Vulture			
Marsh Hawk			
American Kestrel[4]		T	T
Bobwhite			
Sandhill Crane[5]		T	T
Killdeer			
Mourning Dove			
Burrowing Owl[6]			SSC
Red-bellied Woodpecker			
Common Flicker			
Tree Swallow			
Mockingbird			
American Robin			
Eastern Meadowlark			
Boat-tailed Grackle			

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[1] Since the common names of birds have been standardized, no scientific names are included here. Names listed here follow usage in American Birds, July 1977, Vol. 31, No. 4.

[2] Status according to listings in "Endangered and Threatened Wildlife and Plants." U.S. Dept. of the Interior, Fish and Wildlife Service. Federal

Register, Vol. 42, No. 135, July 14, 1977:36420-31; Wildlife Code, Florida Game and Fresh Water Fish Commission. Effective July 1977; Rare and Endangered Biota of Florida (Peter C.H. Pritchard, Ed.), Vol. 2, Birds (Herbert W. Kale II, Ed.), Florida Committee on Rare and Endangered Plants and Animals for the Florida Game and Fresh Water Fish Commission:Univ. Presses of Florida, 1978. T=threatened, SSC=species of special concern. See text for explanation.

[3] Reported to utilize marsh and ponds on site by Mr. Larry Campbell, Florida Game and Fresh Water Fish Commission.

[4] Status designations are for the Southeastern American kestrel, a subspecies.

[5] According to Mr. Larry Campbell, Florida Game and Fresh Water Fish Commission, the greater sandhill crane, a migratory subspecies, has probably utilized the site in recently past years in addition to the local population of the Florida sandhill crane, which is non-migratory. Status designations listed here refer to the latter subspecies.

[6] Reference here is to the Florida burrowing owl, a subspecies.

W201/SPWL10/L

#7

FLORIDA GAME AND FRESH WATER FISH COMMISSION

GEORGE G. MATTHEWS, Chairman, Palm Beach
CECIL C. BAILEY, Vice Chairman, Jacksonville
DONALD G. RHODES, D.D.S., West Eau Gallie
R. BERNARD PARRISH JR., Tallahassee
THOMAS L. HIRES SR., Tampa

ROBERT M. BRANTLY, Executive Director
H. E. WALLACE, Assistant Executive Director

FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, Florida 32301

WILDLIFE
JAN
DIR.
ASST.
ADM. ASST.
X BU. CH. 35
ASST. 35
PLANNER
BU. CH. RES.
BU. CH. 54
X Webb Area

January 29, 1980

Honorable Charles E. Phipps
Mayor, City of Punta Gorda
City Hall
326 West Marion Avenue
Punta Gorda, Florida 33950

Dear Mayor Phipps:

Enclosed is a fully executed copy of the lease providing for a 45 year occupancy of 884 acres of the Webb Wildlife Management Area by the City of Punta Gorda, this land to be used for a wastewater disposal facility.

We are pleased that this matter could be resolved in a mutually satisfactory manner and look forward to a pleasant relationship during the term of the lease.

Sincerely yours,

H. E. Wallace
Assistant Executive Director

HEW/ory
Encl.

Lease File
Make sure Carleen has the "original" or at least a copy in the general file
Carleen has copy 1-31-80

City of Punta Gorda, Florida

CITY HALL
326 WEST MARION AVENUE
PUNTA GORDA, FLORIDA 33950

PHONE: (639-2469)
Area Code 813

January 16, 1980

H. E. Wallace,
Assistant Executive Director
Florida Game and Fresh Water Fish Commission
Farris Bryant Building
620 South Meridian Street
Tallahassee, Florida 32301

Re: Land Lease
Cecil Webb Wildlife Area

Gentleman:

Enclosed is the above executed copy and original of said document. It is my understanding that this will be on your agenda of January 25, 1980.

Please be advised that two (2) Councilmen will be present at the above meeting representating the City.

Very truly yours,

Nola F. White

(Mrs.) Nola F. White
City Clerk

enc.

Certified Mail RRR

MEMORANDUM December 17, 1980

TO: Colonel Robert M. Brantly, Executive Director

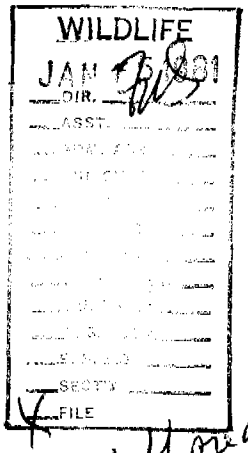
FROM: G. Kenneth Gilleland, General Counsel

SUBJECT: Cecil M. Webb Lease to the City of Punta Gorda

Section 372.023, Florida Statutes, requires that the Board of Trustees of the Internal Improvement Trust Fund approve certain actions of the Florida Game and Fresh Water Fish Commission regarding the Cecil M. Webb Wildlife Management Areas.

It is my opinion that the leasing of the tract of land to the City of Punta Gorda, Florida, does not fall into the category of actions which require Trustee approval.

1161mms3/31



Wetfor a leases

The correspondence file on this lease is rather voluminous. If you care to examine it here in our office, please call and we will be happy to arrange a time.

Sincerely yours,

/S/ Alex B. Montgomery

Assistant Regional Director
Federal Assistance

Enclosure (80.14-FA Regs)
cc:
Colonel Robert Brantly, Florida Game and Freshwater Fish Commission

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 25th day of January, A.D., 1980, between

FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as the LESSOR; and

CITY OF PUNTA GORDA, hereinafter referred to as the LESSEE.

WITNESSETH, That

WHEREAS, the LESSEE is a municipal corporation existing and exercising its powers under the provisions of Chapter 63-1832 LAWS OF FLORIDA, 1963, and the GENERAL LAWS OF FLORIDA, regarding municipal corporations; and

WHEREAS, pursuant to the aforesaid laws and Chapter 180, FLORIDA STATUTES, 1977, the LESSEE operates and manages sewage disposal facilities within its boundaries and extensions thereof as well as portions of the Charlotte County Regional Wastewater Authority district; and

WHEREAS, the present wastewater disposal plant has been determined inadequate for the requirements of the good health and welfare of the residents of the City to provide adequate and safe wastewater disposal; and

WHEREAS, it has been determined that it is necessary to construct a new wastewater disposal plant using a land spread disposal of treated effluent and residues; and

WHEREAS, the City has been ordered to construct a new wastewater disposal plant using a land spread disposal of treated effluent by both the Department of Environmental Regulation, State of Florida and the Environmental Protection Agency of the United States; and

WHEREAS, it has been determined that the most suitable site for the construction of said plant and spray irrigation disposition is property situate and lying in Charlotte County, Florida, in the northwest corner of the CECIL WEBB WILDLIFE AREA owned by the FLORIDA GAME AND FRESH WATER FISH COMMISSION, described hereinafter; and

WHEREAS, it has been determined by the LESSEE that it would be most cost effective to lease said land from the LESSOR for a term of years rather than purchase the same for its fair market value; and

WHEREAS, it has been determined that the useful life the proposed plant is forty-five (45) years and that a reasonable lease payment for said term is ONE MILLION FIVE THOUSAND AND NO/100 ($1,005,000.00) DOLLARS; and

WHEREAS, funds for the financing of this lease will be provided by the United States Environmental Protection Agency; and

WHEREAS, it has been determined by the LESSOR that the leasing of said land to the LESSEE for the project contemplated by the LESSEE, is in the best interest of the LESSOR and would not adversely affect the remainder of said area.

NOW, THEREFORE, LESSOR hereby leases and LESSEE does hereby take the following described property, situate and lying in Charlotte County, Florida, to-wit:

> Commence at the N.W. Corner of Section 6, Township 41 South, Range 24 East, Charlotte County, Florida; thence run S00°26'01" East along the W. line of said Section 6, 50.00' to a C.M. on the S R/W of SR 74. Thence run S 89°33'55" E. along said R/W, 170.01 ft. to a C.M. and the Point of Beginning, said point also being on the E'ly line of a 170' Florida Power & Light Easement. Thence continue S 89°33'55"E. along said S. R/W SR 74, 2759.68' to a D.O.T. R/W C.M. Thence run S 89°44'07" E. along the S. R/W of SR 74, 2681.81' to a D.O.T. R/W C.M. Thence run S89°43'42" E. along said S. R/W 1839.32' to a C.M. Thence run the following courses and distances: S 27°03'56"W., 491.67'; S 07°47'30"W, 628.59'; S 05°06'15"E., 996.34'; S 83°50'44"W, 625.42'; S 08°05'03"W, 951.64'; S 03°51'04"w, 1760.24'; S81°09'51"W, 748.25'; S 59°08'14"W, 682.34'; S 03°06'38"W, 1417.06'; S 40°08'50"W, 582.29'; S 87°57'45"W, 957.78'; N 01°56'57"E, 343.68'; N 85°10'29"W, 1029.38' to a C.M., on the N.E'ly R/W of the aforementioned 170' Florida Power & Light Co. Easement. Thence run N 40°22'28"W along said N.E'ly R/W 3717.21' to a C.M. at the P.I. of the E'ly R/W of said Easement; thence run N 00°26'01"W, along said E'ly R/W line, 3957.79' to the Point of Beginning

for a term of FORTY-FIVE (45) YEARS, BEGINNING ON THE 25th day of January, A. D., 1980, for the total rental lease payment of ONE MILLION FIVE THOUSAND AND NO/100 ($1,005,000.00) DOLLARS, said sums to be payable in a lump sum amount to the LESSOR upon the prior approval of this lease by the ENVIRONMENTAL PROTECTION AGENCY of the UNITED STATES OF AMERICA and upon the availability of the STEP III GRANT from the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, according to the Charlotte County 201 Facilities Plan under Public Law 92-500.

It is mutually agreed between the LESSOR and the LESSEE that the purpose of this lease is to provide an area for land application of treated wastewater effluent and activities incident to said land application including the construction of a treatment and irrigation system as shown on the plan prepared by EDWARD E. CLARK, ENGINEERS-SCIENTISTS, INC. (attached hereto and incorporated herein)

It is further agreed that the LESSEE may enter into subleasing agreements consistent with the use of the land and application purposes including such farming

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

operations as are consistent with the "PLAN".

It is specifically understood and agreed that the LESSEE shall fence the demised premises and create the necessary buffer zones required by the ENVIRONMENTAL PROTECTION AGENCY of the UNITED STATES OF AMERICA and the FLORIDA GAME AND FRESH WATER FISH COMMISSION.

It is further agreed that the demised premises shall not be open to the general public for hunting or otherwise in connection with the proposed spreadout application of treated effluent.

It is specifically recognized and understood that the salvage value of the improvements located on the property at the end of the lease term will be sufficient to cover the costs of restoration and LESSOR specifically waives any requirements of the LESSEE to restore the property at the end of the lease term.

IN WITNESS WHEREOF, the parties have hereunto executed and delivered this LEASE AGREEMENT in the State of Florida, the date and year first above written.

Witnesses: FLORIDA GAME AND FRESH WATER FISH COMMISSION

Jimmie C. Bevis
First Witness

J. F. Wallace
Second Witness
As to Lessor

By Robert M. Brantly
(LESSOR)

CITY OF PUNTA GORDA

Nola J. White
First Witness

Second Witness
As to Lessee

By Charles E. Thigpen
(LESSEE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Commission Attorney

11.2.5 Amendment 1 to Lease #317

AMENDMENT 1 TO LEASE AGREEMENT BETWEEN THE CITY OF PUNTA GORDA AND THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR OPERATION OF A WASTEWATER TREATMENT PLANT ON THE BABCOCK/WEBB WILDLIFE MANAGEMENT AREA

THIS AMENDMENT, entered into this 19th day of February, 2000, between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 S. Meridian Street, Tallahassee, FL 32399-1600, successor to the Florida Game and Fresh Water Fish Commission, hereinafter referred to as the **LESSOR** and CITY OF PUNTA GORDA,326 W. Marion Avenue, Punta Gorda, FL 33950,hereinafter referred to as the **LESSEE**, amends the lease agreement entered into on January 25, 1980, hereinafter referred to as the **ORIGINAL LEASE**.

IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the **ORIGINAL LEASE**, the parties agree to amend the **ORIGINAL LEASE** as follows, which amendments shall govern to the exclusion of any provision of the **ORIGINAL LEASE** to the contrary. All provisions of the **ORIGINAL LEASE** not specifically amended herein shall remain in full force and effect.

1. The **LESSEE** maintains and operates an existing wastewater treatment plant property situate and lying in Charlotte County, Florida, in the northwest corner of the BABCOCK/WEBB WILDLIFE MANAGEMENT AREA owned by the **LESSOR**, described in the **ORIGINAL LEASE**.

2. The **LESSEE**, in cooperation with the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, has determined that construction of a new wastewater disposal system, using deep well injection of treated effluent, shall bring the existing wastewater treatment plant into compliance with current Federal and State regulations.

3. All wastewater treatment activities conducted by the **LESSEE** shall be permitted and in compliance with standards as required by the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and the U. S. ENVIRONMENTAL PROTECTION AGENCY.

4. The **LESSOR** and **LESSEE** agree that the purpose of this lease is to provide an area for wastewater treatment in accordance with a design and operations plan approved by the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and the **LESSOR**.

5. The **LESSEE** shall maintain a fence on the demised premises that creates an effective barrier to humans, cattle and hogs, and also maintain the necessary buffer zones required by the U. S. ENVIRONMENTAL PROTECTION AGENCY, and the **LESSOR**.

6. The demised premises shall not be open to any hunting except as specifically noted in paragraph 7 below.

7. The **LESSEE** shall establish and maintain a planted field for public dove hunting consisting of at least one hundred (100) acres on the property described in the **ORIGINAL LEASE**. The **LESSEE** shall plant and manipulate agricultural crops such as millet and corn on this portion of the property for public dove hunting in accordance with specifications provided by the **LESSOR**. The **LESSOR** shall be responsible for administering public dove hunts and associated public access restrictions, and the **LESSEE** shall cooperate in

implementing these dove hunts.

8. The **LESSEE** shall treat and remove invasive exotic plants from the demised premises in accordance with specifications provided by the **LESSOR**, including provision for surveillance and re-treatment of recurring exotic plant infestations during the term of this lease.

9. This lease agreement shall terminate immediately upon the **LESSOR** giving written notice to the **LESSEE** in the event of fraud, willful misconduct, or breach of this lease agreement.

10. An employer-employee relationship does not exist between the **LESSOR** and the **LESSEE**, and the **LESSOR** is not responsible for providing Workers' Compensation insurance and withholding services for the **LESSEE** or the employees.

11. There is no conflict of interest or any other prohibited relationship between the **LESSEE** and the **LESSOR** as per Chapter 112, F.S.

12. The **LESSOR** reserves the right to unilaterally cancel this lease agreement for refusal by the **LESSEE** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received by the **LESSEE** in conjunction with this lease agreement.

13. All notices shall be sent to the **LESSEE** at:

City of Punta Gorda
City Manager
326 West Marion Avenue
Punta Gorda, Florida 33950

and the **LESSOR** at

Florida Fish and Wildlife Conservation Commission
Bureau of Wildlife Management
620 South Meridian Street
Tallahassee, Florida 32399-1600

14. The parties agree and acknowledge that nothing herein shall be construed as a waiver of sovereign immunity, the provisions of Section 768.28, F.S., or other applicable limitations on liability found under applicable law.

15. The parties agree to waive all rights to a trial by jury, in law or equity, in all actions based on this lease.

16. No third party benefits are intended or construed by this lease.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Brenda Collins
Witness

Brenda Collins
Type/Print Witness Name

Cynthia Ward
Witness

Cynthia Ward
Type/Print Witness Name

By: Allan L. Egbert, Ph.D.
Executive Director

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Amendment was acknowledged before me this 17th day of February, 2000, by Allan L. Egbert as Executive Director. He is personally known to me.

Jimmie C. Bevis
Notary Public, State of Florida

JIMMIE C. BEVIS
Print/Type Notary Name

Commission Number:

My Commission Expires:

Jimmie C. Bevis
MY COMMISSION # CC702862 EXPIRES
December 28, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Commission Attorney

CITY OF PUNTA GORDA, FLORIDA

Witness

Type/Print Witness Name

Witness

Type/Print Witness Name

By: Dr. Robert H. Shedd
Title: Mayor of Punta Gorda

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing Amendment was acknowledged before me this 19th day of January, 2000, by Robert H. Shedd as Mayor. He/~~she~~ (is personally known to me,) or produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: _____

My Commission Expires: _____

Susan Selner
MY COMMISSION # CC794700 EXPIRES
April 4, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

L-317

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 25th day of January, A.D., 1980, between

FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as the LESSOR; and

CITY OF PUNTA GORDA, hereinafter referred to as the LESSEE.

WITNESSETH, That

WHEREAS, the LESSEE is a municipal corporation existing and exercising its powers under the provisions of Chapter 63-1832 LAWS OF FLORIDA, 1963, and the GENERAL LAWS OF FLORIDA, regarding municipal corporations; and

WHEREAS, pursuant to the aforesaid laws and Chapter 180, FLORIDA STATUTES, 1977, the LESSEE operates and manages sewage disposal facilities within its boundaries and extensions thereof as well as portions of the Charlotte County Regional Wastewater Authority district; and

WHEREAS, the present wastewater disposal plant has been determined inadequate for the requirements of the good health and welfare of the residents of the City to provide adequate and safe wastewater disposal; and

WHEREAS, it has been determined that it is necessary to construct a new wastewater disposal plant using a land spread disposal of treated effluent and residues; and

WHEREAS, the City has been ordered to construct a new wastewater disposal plant using a land spread disposal of treated effluent by both the Department of Environmental Regulation, State of Florida and the Environmental Protection Agency of the United States; and

WHEREAS, it has been determined that the most suitable site for the construction of said plant and spray irrigation disposition is property situate and lying in Charlotte County, Florida, in the northwest corner of the CECIL WEBB WILDLIFE AREA owned by the FLORIDA GAME AND FRESH WATER FISH COMMISSION, described hereinafter; and

WHEREAS, it has been determined by the LESSEE that it would be most cost effective to lease said land from the LESSOR for a term of years rather than purchase the same for its fair market value; and

WHEREAS, it has been determined that the useful life the proposed plant is forty-five (45) years and that a reasonable lease payment for said term is ONE MILLION FIVE THOUSAND AND NO/100 ($1,005,000.00) DOLLARS; and

WHEREAS, funds for the financing of this lease will be provided by the United States Environmental Protection Agency; and

WHEREAS, it has been determined by the LESSOR that the leasing of said land to the LESSEE for the project contemplated by the LESSEE, is in the best interest of the LESSOR and would not adversely affect the remainder of said area.

NOW, THEREFORE, LESSOR hereby leases and LESSEE does hereby take the following described property, situate and lying in Charlotte County, Florida, to-wit:

> Commence at the N.W. Corner of Section 6, Township 41 South, Range 24 East, Charlotte County, Florida; thence run S00°26'01" East along the W. line of said Section 6, 50.00' to a C.M. on the S R/W of SR 74. Thence run S 89°33'55" E. along said R/W, 170.01 ft. to a C.M. and the Point of Beginning, said point also being on the E'ly line of a 170' Florida Power & Light Easement. Thence continue S 89°33'55"E. along said S. R/W SR 74, 2759.68' to a D.O.T. R/W C.M. Thence run S 89°44'07" E. along the S. R/W of SR 74, 2681.81' to a D.O.T. R/W C.M. Thence run S89°43'42" E. along said S. R/W 1839.32' to a C.M. Thence run the following courses and distances: S 27°03'56"W., 491.67'; S 07°47'30"W, 628.59'; S 05°06'15"E., 996.34'; S 83°50'44"W, 625.42'; S 08°05'03"W, 951.64'; S 03°51'04"w, 1760.24'; S81°09'51"W, 748.25'; S 59°08'14"W, 682.34'; S 03°06'38"W, 1417.06'; S 40°08'50"W, 582.29'; S 87°57'45"W, 957.78'; N 01°56'57"E, 343.68'; N 85°10'29"W, 1029.38' to a C.M., on the N.E'ly R/W of the aforementioned 170' Florida Power & Light Co. Easement. Thence run N 40°22'28"W along said N.E'ly R/W 3717.21' to a C.M. at the P.I. of the E'ly R/W of said Easement; thence run N 00°26'01"W, along said E'ly R/W line, 3957.79' to the Point of Beginning

for a term of FORTY-FIVE (45) YEARS, BEGINNING ON THE 25th day of January, A. D., 1980, for the total rental lease payment of ONE MILLION FIVE THOUSAND AND NO/100 ($1,005,000.00) DOLLARS, said sums to be payable in a lump sum amount to the LESSOR upon the prior approval of this lease by the ENVIRONMENTAL PROTECTION AGENCY of the UNITED STATES OF AMERICA and upon the availability of the STEP III GRANT from the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, according to the Charlotte County 201 Facilities Plan under Public Law 92-500.

It is mutually agreed between the LESSOR and the LESSEE that the purpose of this lease is to provide an area for land application of treated wastewater effluent and activities incident to said land application including the construction of a treatment and irrigation system as shown on the plan prepared by EDWARD E. CLARK, ENGINEERS-SCIENTISTS, INC. (attached hereto and incorporated herein)

It is further agreed that the LESSEE may enter into subleasing agreements consistent with the use of the land and application purposes including such farming

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

operations as are consistent with the "PLAN".

It is specifically understood and agreed that the LESSEE shall fence the demised premises and create the necessary buffer zones required by the ENVIRONMENTAL PROTECTION AGENCY of the UNITED STATES OF AMERICA and the FLORIDA GAME AND FRESH WATER FISH COMMISSION.

It is further agreed that the demised premises shall not be open to the general public for hunting or otherwise in connection with the proposed spreadout application of treated effluent.

It is specifically recognized and understood that the salvage value of the improvements located on the property at the end of the lease term will be sufficient to cover the costs of restoration and LESSOR specifically waives any requirements of the LESSEE to restore the property at the end of the lease term.

IN WITNESS WHEREOF, the parties have hereunto executed and delivered this LEASE AGREEMENT in the State of Florida, the date and year first above written.

Witnesses: FLORIDA GAME AND FRESH WATER FISH COMMISSION

Jimmie C. Bevis
First Witness

[illegible] By Robert M. Brantly
Second Witness (LESSOR)
As to Lessor

CITY OF PUNTA GORDA

Nola F. White
First Witness

[signature] By Charles E. Hughes
Second Witness (LESSEE)
As to Lessee

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[signature]
Commission Attorney

11.2.6 Contract #22292

Florida Fish & Wildlife Conservation Commission
Contract/Agreement Routing Review Form

1. TYPE: ☑ New ☐ Amendment # ☐ Task Assignment # ☐ Renewal/Extension ☐ Modification
☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 22292 **3. Contract Manager's Name/Telephone Number:** Byron A. Williams 850-617-9510

4. Project Manager: Andrew Pope **Date:** 5/26/2023 **Telephone #:** 941-833-2555 **Division/Office** HSC

5. ☑ **Financial** ☐ **Non-Financial** **Method of Procurement:** H-Agency Invitation to Bid [s. 287.057 (1)(a), FS] **Solicitation #:** 22/23-82

6. Project Title/Contract Description: Cattle Grazing Lease with 5F Cattle LLC on Babcock/Webb WMA Pasture 4

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 215,940.00	$	$	$

8. Contract Begin Date: Upon Execution **Original End Date:** 5 Years after Executi **New End Date:**

9. Vendor Name: 5F Cattle LLC **Telephone#:** 863-673-6049

10. Vendor's Contact Name: Bobby Joe Fulford, Jr. **11. Vendor/Tax ID#** 82-3087263 **Seq.#**

12. Cost/Price Analysis Required? ☐ Yes ☑ No **13. Risk Assessment Required?** ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed				
	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.			
☑	**Contract Manager Name:** Byron A. Williams	Digitally signed by Byron A. Williams Date: 2023.05.30 15:33:43 -04'00'	**Date:** 5/30/2023	**FCCM #:** 22092
☑	*If not applicable, indicate with "N/A"* **Budget Reviewer Name:** Rosa Guthrie	Digitally signed by Rosa Guthrie Date: 2023.05.30 16:21:16 -04'00'	**Date:** 5/30/2023	**Edits:** ☐ Yes ☑ No
☑	*Delegate based on current Fiscal Year Delegation of Authority* **Div/Off Director or Delegate:** Ingrid Easom	Digitally signed by Ingrid Easom Date: 2023.05.30 16:49:48 -04'00'	**Date:** 5/30/2023	**Edits:** ☐ Yes ☑ No
	If not applicable, indicate with "N/A" **Chief Information Officer:**		**Date:**	**Edits:** ☐ Yes ☐ No
☑	**FBO Contract Admin.:** Jordan Irving	Digitally signed by Jordan Irving Date: 2023.06.09 12:10:05 -04'00'	**Date:** 6/9/2023	**Edits:** ☐ Yes ☐ No
☑	*Applicable when one or more of the following applies (Over $325k, a five-year or longer contract term, Requires OED Execution), if none apply indicate with "N/A"* **General Services Section Leader:** P.T. Stone	Digitally signed by P.T. Stone Date: 2023.06.29 14:07:36 -04'00'	**Date:** 06/29/2023	**Edits:** ☐ Yes ☑ No

15. Contract Execution ***(MUST be Hard Copy Review/Signatures)***
If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Joseph Meyer Digitally signed by Joseph Meyer Date: 2023.06.13 09:15:15 -04'00' **Date:** 06/13/2023

Print Name:

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: 6/10/2023 **Date Received Back from Vendor:** 6/26/2023

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams Digitally signed by Byron A. Williams Date: 2023.06.29 14:15:45 -04'00' **Date:** 6/29/2023

Print Name: Byron A. Williams

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: **Date:**

Print Name: N/A

If not applicable (under $500k or less than 5 years or does not require OED Execution), indicate with "N/A"

****Chief Operating Officer Signature:** Sarah Barrett Digitally signed by Sarah Barrett Date: 2023.07.07 11:39:45 -04'00' **Date:** 7/7/2023

Print Name: Sarah Barrett

Executive Director or Designee Signature: Thomas H. Eason, Ph.D. Digitally signed by Thomas H. Eason, Ph.D. Date: 2023.07.10 07:58:50 -04'00'

Print Name: Thomas H. Eason, Ph.D., Assistant Executive Director

EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 07/10/2023

FBO Contract Admin. Signature: **Date Entered into FACTS:**

Date Received: **Print Name:**

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

FWC CONTRACT/GRANT REVIEW FORM INSTRUCTIONS
(INCLUDES MOA/MOU's, INTER-AGENCY AGREEMENTS AND ANY OTHER TYPE OF CONTRACTUAL AGREEMENT)

1. **Type:** Check the box next to the appropriate type of agreement to indicate what is to be reviewed/executed. If the type is an Amendment or Task Assignment, also indicate the number (i.e. Amendment # 1 indicates this is the first amendment to this contract.)
2. **Contract Number:** For all new agreements, the Purchasing/Contract Administration Unit will assign FWC contract numbers. For all modifications/ amendments/renewals to an agreement, the Contract Manager must enter the contract number on the Contract/Grant Routing Review Form.
3. **Contract Manager's Name & Telephone #:** Enter the name and telephone number of the employee who is a Certified Contract Manager and is responsible for managing the contract. Select the appropriate acronym to indicate which Division/Office will manage the agreement or will fund the agreement.
4. **Project Manager:** Enter the name of the person who assisted in the preparation of the agreement and assists in ensuring the execution of the contract. This should be the person any reviewer can contact for questions regarding the project.
5. **Financial/Non-Financial:** Check the appropriate box to indicate if the agreement is financial (involves payments) or non-financial (no payments involved). Select the appropriate **Method of Procurement** to be used. This identifies the type of procurement from which the contract is derived.
6. **Project Title/Contract Description:** Provide a brief description of the commodities/services to be delivered or rendered.
7. Enter the **Original Contract Amount** total. If an amendment, enter the amount of the **Increase/Decrease** and the **Revised Contract Amount.**
8. **For new, unexecuted agreements**, enter the anticipated begin date and end date of contract/grant. **For existing or executed agreements**, enter the actual begin date (the execution date of the original contract/grant, or the date the last person signed the original contract/grant, whichever is later.) **For renewals**, enter the original end date as the date the agreement is expected to terminate. If the agreement is to be extended or has been extended, enter that date as the revised end date. The end date will change with each renewal.
9. **Vendor Name/Telephone #:** Enter the name and telephone number of the entity or person with whom we are contracting to provide commodities/services.
10. **Vendor's Contact Name:** Enter the name of the contractor's primary contact person during the contract term.
11. **Vendor/Tax ID#:** Enter the Vendor Number or the Tax ID Number of the "Contractor" of this contract/grant.
12. **"Cost/Price Analysis Required?":** If a Cost Analysis is required as per s.216.3475, check "Yes" and attach the analysis with this Contract/ Grant Routing Review Form. If it is not required, check "No".
13. **"Risk Assessment Required?"** Check "Yes" if a Financial Assistance Recipient Risk Assessment form has been completed. (Example: Sub-Recipients, flow through contracts or grants) Check "No" if not applicable. If you have any questions concerning whether Federal funding and/or State match was used, please contact your appropriate Budget Approver.
14. **Administrative Review:** This review is conducted prior to routing for Contract Execution in the order presented on the form and can be performed in either Electronic (via email and track changes) or Hard Copy format.
    - **Electronic Review -** *In order to maintain a comprehensive and transparent account of review/approve/disapprove, the electronic transmissions MUST be in a continuous string of emails. (i.e. Continuous forwarding from the original email sent by the Contract Manager for initial review/approval.)*
        - **Approved:** Each reviewer will click in the box under "Reviewed", type Reviewer name and date reviewed, click in the box next to "No" indicating no edits, and forward to the next applicable reviewer. Once all applicable reviewers designated in this section have reviewed, the final reviewer will forward the continuous email string with all documents attached to the Contract Manager. The Contract Manager will then prepare Hard Copy of documents to be submitted to Legal to begin the Contract Execution process.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer will utilize track changes/comments in the document(s) and forward the continuous email string to the Contract Manager to implement edits.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will forward the continuous email string with attached document(s) to the Contract Manager before the document(s) continue to the next reviewer.
    - **Hard Copy Review**
        - **Approved:** Each reviewer will initial under "Reviewed" to indicate approval, print name and date reviewed, check "No" indicating no edits, and route to the next applicable reviewer.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer, will initial under "Reviewed", print name and date reviewed, check "Yes" indicating edits, and route to the next applicable reviewer.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will print their name, date reviewed and check "Yes" indicating edits. The reviewer will return all documentation to the Contract Manager for editing before continuing to the next reviewer.
15. **Contract Execution:** *Contract Execution **MUST** be conducted in Hard Copy with original signatures and in the order presented on the form.*
    - **The Legal Office** review is required regardless of dollar amount. Once reviewed**,** Legal will return the document(s) to the Contract Manager to obtain Vendor Signature.
    - Contract Manager will indicate **Date Sent to Vendor** and **Date Received Back from Vendor**
    - **If no changes were made by the vendor,** the Contract Manager will sign the attestation indicating as such. **If changes were made by the vendor,** the Contract Manager will provide a documented list of changes and obtain Legal review prior to the completion of this form and execution of the contract.
    - **Chief Operating Officer** review is required if the Contract Amount is $500,000 or more.
    - **Executive Director or Designee** review is required regardless of the amount. **Designee** is based on the agency's approved Delegation of Authority. **Execution Date** is the date signed by the Executive Director or Designee. Once signed and dated, the Executed Contract will be sent in its entirety to the FWC Purchasing Contract Administration Unit (*Mail Station 4A2.*)
    - **FBO Contract Administration:** The employee within the Finance and Budget Office, Purchasing, Contract Administration Unit who receives the Executed Contract, will sign and indicate the **Date Received**.
    - **Date Entered in FACTS:** Once the Executed Contract has been entered into FACTS, the employee within the Finance and Budget Office, Purchasing, Contract Administration Unit will indicate the date entered.
    - **Should you have any questions completing the Contract /Grant Routing Review Form, please contact the Purchasing/Contract Administration Office at (850) 488-6551.**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: May 30, 2023

To: Contract Reviewers

From: Byron A. Williams
HSC/WHM

RE: Contract 22292, Cattle Grazing, 5F Cattle LLC, Babcock/Webb WMA, Pasture 4

Included for your review is the above referenced Contract which defines a Cattle Grazing Agreement between FWC and 5F Cattle LLC, on Babcock/Webb WMA, Pasture 4. The services were bid under ITB # FWC 22/23-82 and awarded to 5F Cattle LLC on Pasture 4. There were seven bidders on this competitive solicitation and 5F Cattle LLC submitted the highest responsive and responsible bid in the amount of $43,188.00 per year for the first five years and $43,188.00 per year for the second five years if renewed.

This will be a five (5) year contract commencing upon execution and ending five (5) years after execution. Mr. Bobby Joe Fulford, Jr. is the owner for 5F Cattle LLC. Pasture 4 is a new grazing lease.

Your prompt review and delivering to the next reviewer would be appreciated. Should there be any questions, please call me at 617-9510.

Thank you for your assistance.

Attachment (Original)

CONTRACT FOR
CATTLE GRAZING ON BABCOCK/WEBB WMA, PASTURE 4

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 22292

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and 5F Cattle LLC, 82-3087263, whose address is 3006 Wayman Road, Moore Haven, FL 33471, hereinafter "Contractor," collectively, "Parties". If the Contractor is a corporation, its Florida corporate status must be current, and an individual must sign as the guarantor.

INTRODUCTORY CLAUSES

The Commission and Contractor intend to partner together to provide cattle grazing services in accordance with the solicitation, FWC 22/23-82, this Contract, and the awarded vendor's response.

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes (F.S.); and Such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Contractor shall be provided access to Babcock/Webb WMA, Pasture 4 to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in solicitation number FWC 22/23-82 (Competitive Solicitation, Attachment A), which includes the Commission's Prescribed Grazing Plan (Scope of Work), Specifications for Fence Construction (Exhibit I), SS AGR-77, Tropical Soda Apple Information Bulletin (Exhibit II), Babcock/Webb WMA, Pasture 4 Grazing Map (Figure Three) and any addenda.

The Commission and the Contractor intend to partner together to provide cattle grazing services in accordance with the Competitive Solicitation, this Contract, and the awarded vendor's response. The Competitive Solicitation and the awarded vendor's response are hereby attached and incorporated into this Contract.

Section 2. DELIVERABLES.

The following services or service tasks are identified as deliverables for the purposes of this Contract:

a. Performance of all services set forth in this Contract and the Scope of Work.

b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

Section 3. PROPERTY.

The property on which these activities described in this Contract will occur is shown in Figure Three of this Contract. This is a Contract for the provision of cattle grazing by the Contractor and shall not be construed to be a lease of real property.

Section 4. DAMAGES TO STATE PROPERTY.

Any damage to state property (e.g., structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

Section 5. PERFORMANCE.

A. Contractor Performance.

The Contractor shall perform cattle grazing as described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products, or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The Contractor shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

B. Contractor Responsibilities.

Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

C. Commission Rights to Assign or Transfer.

Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

Section 6. COMPLIANCE WITH LAWS.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that

are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination. The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules, and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

Section 7. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by both Parties and expires five (5) years from that date, inclusive unless terminated earlier in accordance with its term.

B. Renewal – Competitive Procurement.

The Commission has the option to renew this Contract for a period of five (5) years after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor, if it desires to exercise this renewal option, will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission's Contract Manager.

C. Extension.

If this is a contract for contractual services, any extension of this contract as provided for in Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

Section 8. PAYMENTS.

A. Contractual Payment Schedule.

The Contractor shall submit the first semi-annual payment and the $65,000.00 Performance Bond within ten (10) consecutive calendar days after the execution of the Contract. The Commission shall invoice the Contractor for subsequent semiannual payments. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation Commission, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150. The contract and revenue (R) number should be included in the note field on all payments.

B. Stocking Rate.

The Contractor shall semi-annually pay the Commission $183.00 per animal grazing unit for the life of the contract ($21,594.00 subtotal due semi-annually). Cattle shall be stocked at a rate not

to exceed two hundred thirty-six (236) animal grazing units on BABCOCK/WEBB WMA PASTURE 4. The stocking rate will be adjusted if necessary, following any updated grazing plans by Natural Resources Conservation Service (NRCS). The stocking rate may only be increased with written permission by the Commission. The stocking rate may be decreased by the Commission upon written notice to the Contractor if grazing is excessive for optimum wildlife management. The Contractor shall accordingly increase or decrease such stocking rate within 60 days of written notice by the Commission.

C. Contract Adjustments.

The initial annual Contract payment shall be adjusted if the Commission increases or decreases the stocking rate. The Commission shall notify the Contractor in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the Contractor shall pay the Commission the amount of such adjustment. The annual Contract payment shall also be adjusted if the Commission withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the Contractor. Within thirty (30) days of written notice by the Commission, the Contractor shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The Commission shall rebate the amount of such adjustment to the Contractor.

D. Late Fee.

Should the Contractor fail to make the semiannual Contract payment, Contractor shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due Contract payments will be at the expense of the Contractor.

Section 9. PERFORMANCE BONDS.

The Contractor shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. The Performance Bond shall be submitted to the Commission's Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the purchase order or contract number assigned to the project by the Commission, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Contractor is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the Contractor does not perform the yearly fire line disking requirement, fence maintenance, holding pens maintenance or in case of a default violation according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the Contractor.

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based upon 12- month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid), plus the estimated value of fence maintenance each year ($10,000.00), plus the estimated cost of disking fire lines each year (total length of 75 miles X 2 at $60.00 per mile). The performance bond number calculated will be rounded up to nearest $5000 increment. Example: If the total number comes to $17,595.00 then the annual bond requirement will be set at $20,000.

Work shall not begin before the Commission receives the Performance Bond and Power of Attorney. Failure to provide a Performance Bond and Power of Attorney may be grounds to find the Contractor in default, which could include cancellation of the Contract, and/or the Contractor's removal from the State's approved vendor list for future solicitations.

Failure of the Contractor to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the Contract or provide a new bond annually within thirty (30) consecutive calendar days of the Commission's semi-annual invoice date during the term of this Contract may be grounds to find the Contractor in default, which could include cancellation of the Contract, and/or the Contractor removal from the FWC approved vendor list for future solicitations.

The Contractor is required to submit the original of the Performance Bond and original of the Power of Attorney to the Commission's Contract Manager. Additionally, the Contractor is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the Contractor shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation Commission
Attn: WHM Contract Manager-FWC 22/23-82
620 South Meridian Street, M/S – 10
Tallahassee, Florida, 32399-1600

Section 10. MONITORING.

The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A.

Section 11. CONTRACTOR RESPONSIBILITIES.

A. Marking Ownership.

The Contractor shall mark all cattle with the Contractor's brand, tag, or other owner identification before releasing the cattle for grazing on the above Commission land. The Contractor shall mark all calves born in the grazing lands at the first gathering after their births,

which shall be undertaken within six months of such births. All cattle grazed under this Contract shall be the property of the Contractor and therefore the sole responsibility of the Contractor.

B. Fence Maintenance and Holding Pens.

The Contractor shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The Contractor shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in Exhibit I, attached hereto. All fences, gates, and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property to the standards of the attached fence specifications (Exhibit 1). Contractor shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be the sole and exclusive expense of the Contractor, except stated under "COMMISSION RESPONSIBILITIES". **The fencing shall be inspected regularly including one complete annual inspection with repairs during the dry season (January – April). The Contractor will provide FWC (Contract Manager and Lead Area Biologist) documentation of the regular and annual inspections including the location of the repairs and what repairs were performed no later than one week after the regular and annual inspection is performed.** Each annual inspection must include the tightening of any loose wire, replacement of any missing staples, replacement of any missing or rotten wire, replacement of any rotten posts and rehang any malfunctioning gates. The Contractor shall promptly remove storm debris from fencing and make the appropriate repairs. The Contractor shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the Commission upon termination of this Contract. Furthermore, the Contractor shall be required to use only the Commission's furnished key or combination locks for said gates.

Failure of the Contractor to properly maintain the holding pens and fences shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the Commission.

C. Grazing Accoutrements.

The Contractor shall be required to have the Commission's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The Contractor shall be required to maintain all fences within authorized grazing units in accordance with specifications in Exhibit I and other constructed physical alterations or improvements to the grazing lands that are necessary to the Contractor's grazing operations, and which are necessary for the Contractor to fulfill the covenants to which he or she is bound. The Contractor shall not cross-fence the grazing lands without prior written approval of the Commission. Hay shall not be brought onto the property for supplemental feeding. Pellets, minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the Commission. All supplemental feeding sites shall be located to avoid imperiled species and the locations shall be approved by the Project Manager. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the Contractor shall remain the property of the Contractor and the Contractor shall expeditiously remove same upon termination of this Contract and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the Commission.

D. Ground Disturbing Activities.

The Contractor shall not initiate any ground disturbing activities including construction of

ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the Commission except as outlined herein. These restrictions do not exempt the Contractor from the annual fire line maintenance requirement.

E. Exotic Vegetation.
In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a designated quarantine pen on the BABCOCK/WEBB WMA PASTURE 4 before being released to graze on other pastures. The quarantine pen and grazing units may be inspected at various times by the Project Manager. If it can be determined that the Contractor's cattle are spreading Tropical Soda Apple and/or other exotics because cattle were not held for the full required quarantined period, the Contractor will be responsible for the elimination of the exotics in the other infested pastures. The Contractor is responsible for maintaining the quarantine pen free of exotics between quarantines.

Exotic plant elimination shall be done in accordance with Exhibit II attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the Contract, forfeiture of Performance Bond and immediate payment of remaining Contract fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

F. Water Control Structures.
The Contractor shall not manipulate any water control structures and/or water level monitoring staff gauges.

G. Fire Lines.
No less than once every 12 months between October 15 and January 15 of each year, the Contractor shall disk existing fire lines (75 miles) of no less than ten-foot widths within the authorized grazing units. Such fire lines shall divide established burn units and completely encircle the perimeter of each management/pasture unit within the contracted area as identified in Figure Three, attached hereto. Such fire lines shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (e.g., soil remains in fire line to avoid creating a ditch). The Contractor may request from the Commission, in writing, an extension of time past January 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The Contractor may request from the Commission, in writing, to disk fire lines in a different time of year. Contractor shall disk fire lines following written acceptance of the request by the Project Manager. Such request for extension shall be made by the Contractor on or before October 1 of each year. Approval for such extension must be in writing from the Commission and shall specify the date upon which the extension shall expire. The granting of an extension for fire line maintenance shall not be unreasonably withheld.

Failure of the Contractor to properly disk no earlier than October 15 of each calendar year and no later than January 15 of the following calendar year or such date upon which any extension shall expire if such extension is approved by the Commission, shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the

Commission.

H. Burning.
The Contractor specifically agrees not to willfully set fire or allow any agent or employee of the Contractor to set fire to the grazing lands. Failure to comply will be cause for immediate cancellation of the Contract after review by the Commission. If it is determined by the Commission that the Contractor was negligent, the negligence shall provide grounds for a claim against the Contractor's Performance Bond.

I. Vehicles.
The Contractor shall register with the Contract Manager any vehicles used by the Contractor, its agents, and employees on the grazing lands. Only registered vehicles may operate as part of this Contract.

J. Camping.
The Contractor shall not allow camping, except as approved in writing by the Commission and at campsites designated by the Commission.

K. Gathering Notice.
The Contractor shall give no fewer than seven days written notice to the Commission and other Contractor's whose use or contract adjoins the grazing lands, prior to the gathering or round- up of cattle within the grazing lands.

L. Regulations.
The Contractor shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the Contractor shall be responsible to the Commission under this Contract for its agents and employees so abiding by all such laws, rules and regulations.

M. Assignment.
The Contractor shall not assign any or all of the rights, liabilities, duties or obligations of the Contract nor subcontract any part of the grazing lands, without the prior written approval of the Commission.

Section 12. COMMISSION ACTIVITIES AND RESPONSIBILITIES.
In consideration of this Contract, Commission permits Contractor to utilize the Property to Contractor's benefit in accordance with this Contract. The Commissions' activities and responsibilities in regard to the Property will be as follows:

A. Land Management and Public Use.
Commission shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the Contractor's activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. Commission will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the Contractor. The Commission may engage in land management, controlled burns and exotic plant control activities, which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by Commission personnel, or under Commission supervision. The Contractor shall not willfully nor negligently set fire or allow any agent or employee of the Contractor to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

B. Withdrawal of Acreage.
When the Commission, in its sole discretion, determines that it is necessary for wildlife management or other management reasons (including but not limited to a sale or other disposition of all or part of the Property), to withdraw acreage from the Property, such acreage shall be withdrawn upon 60 days' notice to Contractor. Upon such withdrawal, the Commission shall notify the Contractor of the reduction of payments due under this Contract. Such reduction shall be determined by the Commission based on the price paid by the Contractor per animal unit, times the number of animal units permitted on the reduced acreage.

C. Fence.
The Commission, at its discretion, may install new fencing, and shall coordinate such activities with those of the Contractor.

D. Burning.
All burning prescribed shall be conducted by the Commission and/or its authorized agents.

E. Outdoor Recreation.
The Commission shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the Contractor activities authorized under this Contract.

F. Mineral use.
The Commission shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the Contractor are confined solely to the grazing of cattle.

G. Other Uses.
The Commission shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

Section 13. TERMINATION.

A. Unilateral Termination.
Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the Commission, the Contractor may be given reasonable time, determined by the sole discretion of the Commission, to remove equipment, etc. In the event of termination under this provision by the Contractor, the Contractor must ensure all provisions that impact the condition of the WMA (fencing, roads, etc.) and/or payments owed must be paid in full including any partial payments due the Commission for use days since last payment before Contract closeout.

B. Termination – Fraud or Willful Misconduct.
This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

C. Termination – Late Payments
This Contract shall terminate upon the Commission giving written notice to the Contractor in the event the annual Contract payment is not paid when due. Such termination is at the option

of the Commission.

D. Termination – Other.

The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Contractor of its intent to terminate the Contract for cause. In the notice, the Commission shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Contractor does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Contract will be terminated for cause. At that time, the Commission will send a second notice to the Contractor noting that this Contract is being terminated for cause upon receipt of the notice and documenting the reasons this Contract is being terminated. The Commission reserves the right in its sole discretion to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

E. Contractor Discontinuation of Activities After Termination Notice.

If the Contract is terminated upon written notice, the Contractor shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands. Additionally, at the end of the Lease the Contractor shall have thirty (30) days to remove his cattle from the grazing lands.

Section 14. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. The designation of a new Contract Manager shall not require a formal Amendment to the Contract.

COMMISSION CONTRACT MANAGER CONTACT INFORMATION:	CONTRACTOR CONTRACT MANAGER CONTACT INFORMATION:

Byron Williams
Contract Manager
Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399
850-617-9510
Byron.williams@myfwc.com

Bobby Joe Fulford, Jr.
Owner
5F Cattle LLC
3006 Wayman Road
Moore Haven, FL 33471
863-673-6049
Bfulford5f@gmail.com

Section 15. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

Section 16. RELATIONSHIP OF THE PARTIES.

A. Independent Contractor.

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

B. Contractor Training Qualifications.

Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non- compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.
Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

E. Commission Rights to Undertake or Award Supplemental Contracts.
Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 17. SUBCONTRACTS.
Select an option.

A. Authority.
Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A.

B. Contractor Payments to Subcontractor.
The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.
The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor.
The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

Section 18. MANDATORY DISCLOSURE.
These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees.
This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.

B. Convicted Vendors.
Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.
Scrutinized Companies. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

D. Discriminatory Vendors.
Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;

may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Contract, Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

Section 19. INSURANCE.

A. Reasonably Associated Insurance.

During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of $100,000.00 per accident, $100,000.00 per person, and $500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such

liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.
During the Contract term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in Attachment A.

E. Written Verification of Insurance.
Upon execution of this Contract, the Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.
The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

Section 20. PUBLIC RECORDS.

A. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

i. **IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE Contractor's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 21. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 22. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

Section 23. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities.

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the

performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.
The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention.
Unless otherwise specified in the Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors.
In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Section 24. FEDERAL COMPLIANCE.
As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.
All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.
This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.
This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.
The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.
The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 25. INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 26. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Section 27. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each Party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The Party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other Party ten working days from receipt of the notice to respond in writing.

ii. If the Party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other Party within seven (7) days.

iii. The Parties have two weeks after notice to agree in writing upon a mediator.

iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.

c. The terms of this Contract and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any Party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail

to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 28. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Contract, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 29. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of quantum meruit.

Section 30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a Party to this Contract.

Section 31. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

Section 32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager in writing of the delay

or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE Contractor's SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

Section 33. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in Attachment A.

Section 34. MEDIA REQUESTS.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Contract, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

Section 35. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachment A, if the Contractor intends to use a small Unmanned Aircraft System (sUAS) at any time throughout the duration of the Contract, the Contractor shall request approval from the Commission in writing prior to use. Upon request by the Commission, the Contractor shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Contractor in writing of the approval or rejection of the request. If approved, the Contractor will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating the sUAS.

Section 36. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the

Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

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SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

Contractor Execution Signature	**Commission execution signature**
5F Cattle LLC	**Florida Fish and Wildlife Conservation Commission**
Bobby Joe Fulford, Jr. Contractor Signature	Thomas H. Eason, Ph.D. Digitally signed by Thomas H. Eason, Ph.D. Date: 2023.07.10 08:01:13 -04'00' Executive Director (or Designee) Signature
Bobby Joe Fulford, Jr. Print Name	Thomas H. Eason, Ph.D. Print Name
Owner Title	Assistant Executive Director Title
6-16-23 Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, FWC 22/23-82
- Exhibit I Specifications for Fence Construction
- Exhibit II SS AGR-77, Tropical Soda Apple Information Bulletin
- Exhibit III BABCOCK/WEBB WMA Pasture 4 Grazing Map

SCOPE OF WORK

CATTLE GRAZING AT BABCOCK/WEBB WILDLIFE MANAGEMENT AREA PASTURE 4

GENERAL DESCRIPTION & BACKGROUND

Babcock/Webb Wildlife Management Area is 65,758 acres of seasonally wet pine flatwoods, freshwater marshes, and dry prairie. It is located seven miles southeast of Punta Gorda in Charlotte County. Babcock/Webb's cow/calf operation is divided into multiple pastures with separate leases. This solicitation is an award for the procurement for pasture 4.

- Pasture 4 consists of 10,182 acres of seasonally wet pine flatwoods, freshwater marshes, and dry prairie of which 3,720 acres are in rotational grazing. The NRCS determined the Pasture 4cattle lease is capable of producing enough forage to support 472 AUs. A stocking rate of 236 AUs, half of that recommendation, is currently being offered for lease.

OBJECTIVES & DEFINITIONS

The objectives of this grazing plan are to improve or maintain an optimum level of native forages and assist in the reduction of biomass. Grazing and prescribed burning will help maintain the natural plant communities in an earlier stage of succession and more open state. This will benefit wildlife and future ground cover restoration efforts.

Brood cows will presumably make up most of the herd. Bulls and heifers may be included in the herd as needed as long as the overall suggested stocking rate is not exceeded. The following AU values will be used to estimate heifer and bull numbers. The suggested bull: cow ratio is 1:20.

Cow with Calf = 1.0 AU
Bull (Over 2 year) = 1.35 AU
Heifer or Bull (Over 1 year and under 2 year) = 0.80 AU

LIVESTOCK FORAGE INVENTORY & MAP

Forage will vary due to climatic conditions and management of the grazing system. The forage inventory should be evaluated weekly to ensure proper stocking rate according to the goals listed for the site and to meet the forage requirements of the livestock. Grazing will be deferred if forage supplies and quality are inadequate to meet livestock demand. Current stocking rate is 43.1 acres of native south Florida plant communities per AU.

RECOMMENDED GRAZING HEIGHTS AND STOCKING RATES

Grazing animals can rapidly and substantially alter the productivity and amount of forage in each pasture. Overgrazing adversely affects forage growth, water and soil conservation, and may induce more use of wetland areas in some seasons. Since improving existing forages is not a goal for this project, a unique balance may be obtained to ensure a desirable stand of forage and limit grazing on the wetland areas included in the same grazing unit.

Grazing heights for native forage plants are dependent upon the species and the time of year the plant is grazed. For native grasses, remove no more than 50% (by weight) of the plant in any grazing event. This will provide proper use of the forage while maintaining sufficient plant material to provide wildlife habitat, protect soil, and maintain the health of the plant community.

If herbicides are used to control common weeds and invasive species, grazing will be adjusted to meet the requirements, if any, listed on the herbicide label. Cattle will not be allowed to re-enter the area for the

duration shown on the herbicide label. Temporary fences may be used to protect areas during deferment periods.

A cross-fence bisects the grazing area to allow for rotational grazing. The Contractor must utilize rotational grazing following best management practices.

ADJUSTMENTS TO THE GRAZING SYSTEM

Adjustments to grazing may be necessary during and after restoration and other management activities, such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of all domestic animals for the duration of the deferment.

If herbicides are used to control common weeds and invasive species, grazing will be adjusted to meet the requirements, if any, listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label. Temporary fences may be used to protect areas during deferment periods.

OPERATION AND MAINTENANCE

The location of mineral and supplement feeders will be moved to evenly distribute grazing animals throughout the pasture. Supplemental feeding of hay is not allowed. To protect the wildlife food plots herds must be completely removed before May 1 and will not be allowed back in until September 30 of each year. The aforementioned herd removal applies to:

- Pasture 4: 3,720 acre rotation pasture

The lessee will be required to disk firelines. This requires the fireline surface to be brought down to bare mineral soil leaving all disturbed material in the fireline. The lessee will not be permitted to throw material outside of the fireline lowering the fireline elevation. The aforementioned disking removal applies to:

- Pasture 4: approximately 75 miles

CONTINGENCY MANAGEMENT PLAN

a. When the forage is not adequate, the grazing system will be adjusted. When prolonged periods of adverse climatic condition effect the supply of forage, the grazing system and/or stocking rates will be adjusted.

b. The lessee may be required to provide a Forage Assessment and Maximum Stocking Rate estimate performed by either a local NRCS extension office or a professional rangeland consultant prior to contract renewal at five (5) years, any rebidding process or may be required by the Area Biologist if there is an appearance of conditions indicating overgrazing.

c. Lessees must submit and FWC must approve an annual plan for the movement and scheduled rotation of mineral vats and other supplemental feeds.

d. Stocking rates are subject to change based on the results of the annual forage and stocking rate assessment.

e. Lessee is required to comply with all Florida Cow Calf Best Management Practices.

FENCE MAINTENANCE AND HOLDING PENS

The Contractor shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The Contractor shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in Exhibit I, attached hereto. All fences, gates, and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property to the standards of the attached fence specifications (Exhibit 1). Contractor shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be the sole and exclusive expense of the Contractor, except stated under "Commission Responsibilities". The fencing shall be inspected regularly including one complete annual inspection with repairs during the dry season (January – April). The Contractor will provide FWC (Contract Manager and Lead Area Biologist) documentation of the regular and annual inspections including the location of the repairs and what repairs were performed no later than one week after the regular and annual inspection is performed. Each annual inspection must include the tightening of any loose wire, replacement of any missing staples, replacement of any missing or rotten wire, replacement of any rotten posts and rehang any malfunctioning gates. The Contractor shall promptly remove storm debris from fencing and make the appropriate repairs. The Contractor shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the Commission upon termination of this contract. Furthermore, the Contractor shall be required to use only the Commission's furnished key or combination locks for said gates.

Failure of the Contractor to properly maintain the holding pens and fences shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the Commission.

PAYMENTS

The annual contract payment shall be the bid price multiplied by the total animal units allowed on an annual basis. Payments shall be made to FWC on a semiannual (six (6) month increment) basis.

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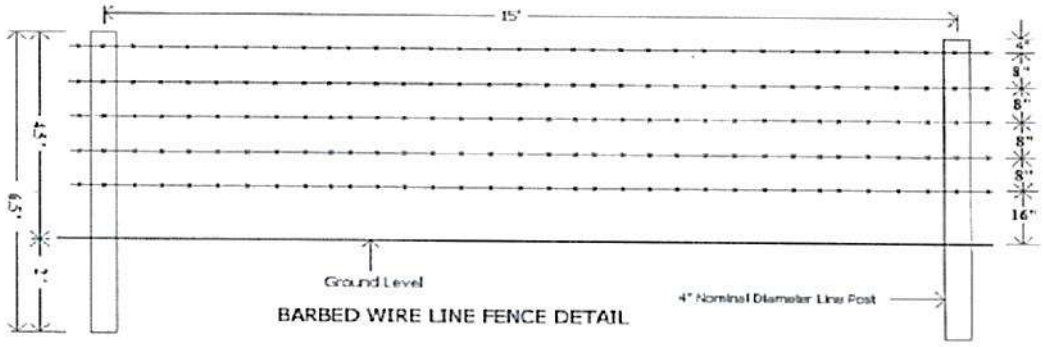
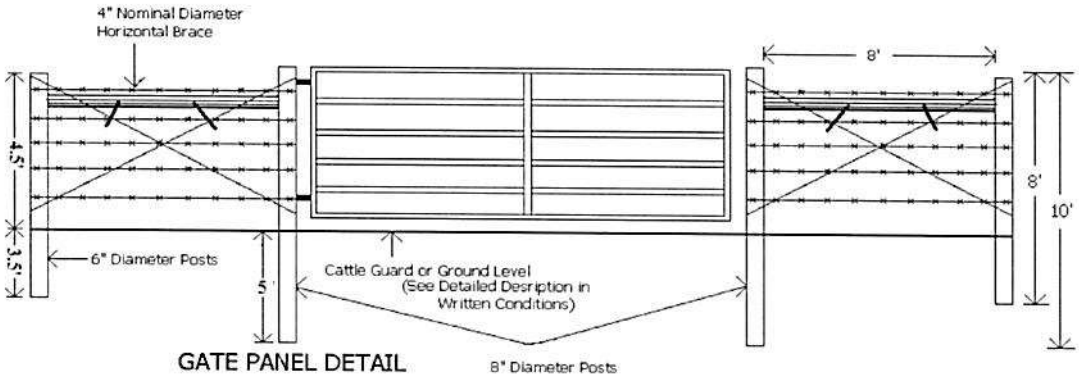
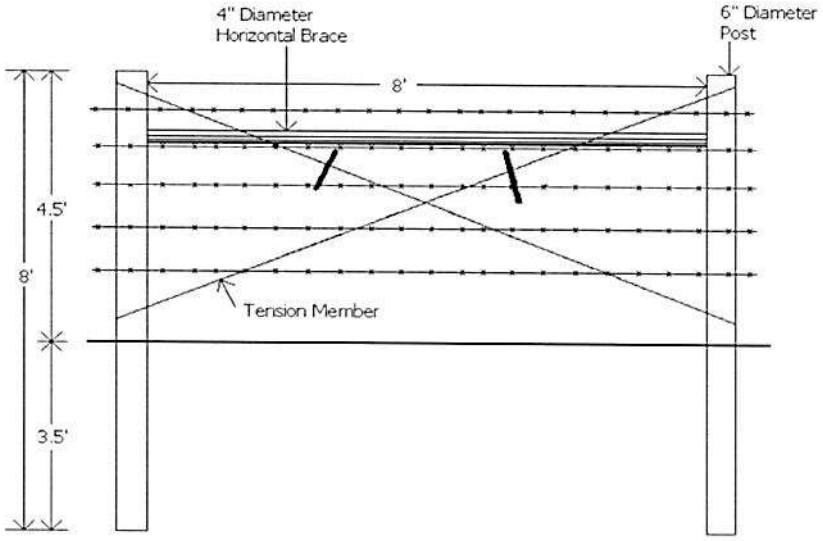
EXHIBIT I – SPECIFICATIONS FOR FENCE CONSTRUCTION



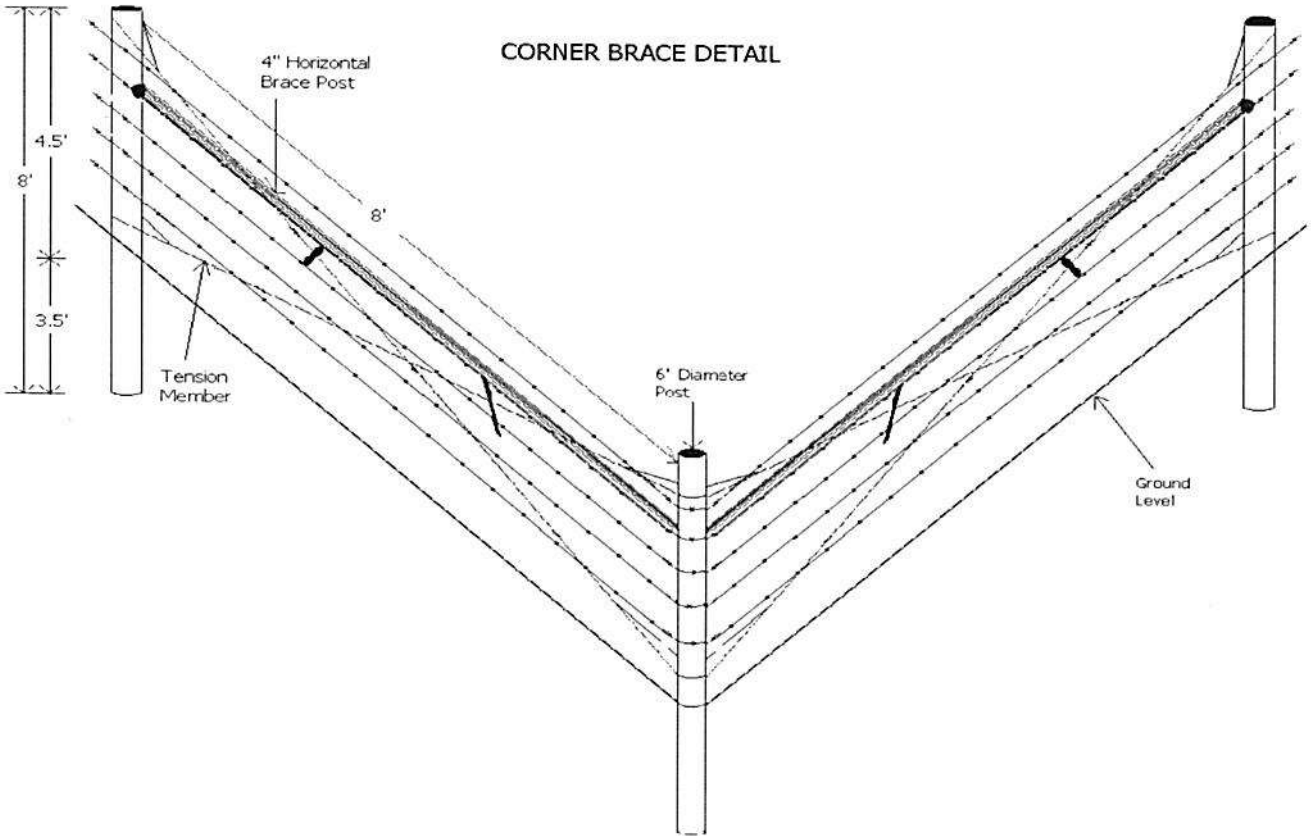
BARBED WIRE LINE FENCE DETAIL



GATE PANEL DETAIL



IN-LINE BRACE DETAIL


CORNER BRACE DETAIL
4" Horizontal Brace Post
4.5'
8'
3.5'
8'
Tension Member
6" Diameter Post
Ground Level

UF | IFAS Extension UNIVERSITY of FLORIDA

SS-AGR-77

Tropical Soda Apple: Biology, Ecology, and Management of a Noxious Weed in Florida[1]

B. A. Sellers, Pratap Devkota, J. Jeffrey Mullahey, and J. A. Ferrell[2]

Tropical soda apple (*Solanum viarum* Dunal) is a serious weed problem in many perennial grass pastures and native areas of Florida. With foliage unpalatable to livestock, this invasive weed can infest a pasture in as little as one to two years, resulting in reduced forage production and lower stocking rates. This publication is intended for UF/IFAS Extension faculty, state and federal government personnel, and producers who need additional information on the management of this invasive species.

Figure 1. Tropical soda apple in a typical South Florida bahiagrass pasture.

Geographically, the incidence of this weed in Florida has been highest in South Florida, although the plant is now commonly observed throughout the state. Tropical soda apple (TSA) is a common weed in pastures, ditch banks, citrus groves, sugarcane fields, and rangeland. The plant appears to be restricted to semi-disturbed sites. The highest incidence of TSA has occurred in improved pastures, such as bahiagrass, with an estimated 1 million acres infested in Florida.

This invasive weed produces a yellow fruit when mature (1–1.5 inches in diameter), which contains 200–400 seeds per fruit. Little or no seed dormancy has been observed, and germination is generally greater than 75%. The plant is readily identified by its immature fruit, which are green with white mottling, similar to watermelon. Fruit production occurs throughout the year, but mostly from September through May, providing 40,000–50,000 viable seeds per plant per year. Wildlife, such as feral hogs, raccoons, and deer, feed on the fruit and are vectors for spreading seed through their feces. Cattle will also consume the fruit and spread the seed in this way.

Weed Taxonomy

At maturity, TSA is 3–6 feet tall and can be as wide as it is tall. Stems, leaves, flower stalks and calyxes have broad-based, white to yellowing thorns up to 0.4 inches long. Pubescent leaves are 4–7 inches long and 2–6 inches wide, deeply divided into broad, pointed lobes. Flowers are white

1. This document is SS-AGR-77, one of a series of the Agronomy Department, UF/IFAS Extension. Original publication date October 1993. Revised April 2016 and December 2022. Visit the EDIS website at https://edis.ifas.ufl.edu for the currently supported version of this publication.

2. Brent Sellers, associate professor, Agronomy Department, UF/IFAS Range Cattle Research and Education Center; Pratap Devkota, assistant professor, WFREC; and Jay Ferrell, associate professor, Agronomy Department; J. Jeffrey Mullahey, professor emeritus, Department of Wildlife Ecology and Conservation, UF/IFAS West Florida Research and Education Center; and Pat Hogue, county Extension director, UF/IFAS Extension Okeechobee County; UF/IFAS Extension, Gainesville, FL 32611.

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with yellow stamens, a few together on stems below the leaves. Fruits are glabrous, globular, about 1 inch in diameter, and yellow when mature. Seeds are light red-brown, and 0.10 inches in diameter. Seeds are only moderately flattened, contained in a mucilaginous layer that contains a glyco-alkaloid called solasodine.

Figure 2. Thorn-like prickles on a tropical soda apple leaf.

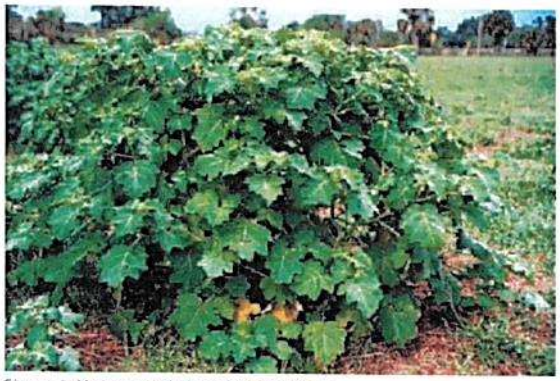


Figure 3. Mature tropical soda apple plant.

Weed Biology

Tropical soda apple flowers throughout the year, but flowering is concentrated from September through May. Fruit production is also yearly, and a mature plant will commonly have both immature fruit (green) and mature fruit (yellow). Seed germination from green fruit is often similar to that of yellow fruit. Regardless of fruit color, if seed is white in color, it is not viable.

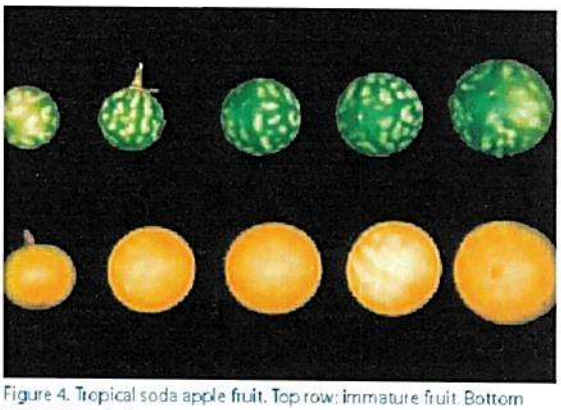


Figure 4. Tropical soda apple fruit. Top row: immature fruit. Bottom row: mature fruit.

Seedling emergence primarily occurs during the dry season (October through May). New plants will emerge either from seed or perennial roots. Roots have buds that regenerate new shoots. The root system can be extensive, with feeder roots (0.25–1.0 inch in diameter) located a few inches below the ground and extending 3–6 feet from the crown of the plant.

Seed germination has occurred from seed planted 3.25 inches into the ground. It is not known how deep TSA seed may be placed in the soil before germination is inhibited. However, preliminary evidence suggests that seeds of this plant buried 6 inches deep will not germinate until they are brought back to the soil surface. Seed germination depends on temperature, light, and age of seed. Under laboratory conditions, seed germination was highest (95%) for 5-month-old seed, followed by a gradual decline to zero germination at 25 months. Under field conditions, preliminary evidence suggests that buried seed may survive longer than seed left on the soil surface.

Weed Ecology

Tropical soda apple is a common weed in South America, India, the West Indies, Honduras, and Mexico. The plant is native to Argentina and central Brazil and has been introduced in Africa and Nepal. Tropical soda apple can be expected to occur in other subtropical areas as well.

In Florida, TSA has been observed as a common weed in pastures, ditch banks, citrus groves, sugarcane fields, and wet areas of rangeland. In South Florida, TSA is typically found on seasonally wet soils. During extended periods (more than three weeks) of standing water, TSA plant death can occur. In ideal conditions, TSA was once commonly found growing as a monoculture covering up to 50 acres or more. Currently, monocultures of 50 acres or more

are typically rare, but TSA monocultures are common in feeding and lounging areas within pastures.

Solanum sp. was first reported by ranchers in South Florida in the early 1960s. However, these initial reports indicated the fruit was a cherry red color, not yellow. Apparently, ranchers were observing *Solanum capsicoides* (Figure 5), not TSA. For the past 15–20 years in South Florida, TSA has been the most prevalent of those two species.

Reasons for the increase in TSA are not well understood. Although cases were reported of severe leaf defoliation of TSA caused by Colorado potato beetle, as well as the released biocontrol agent *Gratiana boliviana* (commonly referred to as the TSA beetle), death of TSA plants due to defoliation is rare. Occasionally, TSA plants appear stressed and display symptoms of leaf mottling, inclusions, etc., associated with fungi or bacteria.

Figure 5. *Solanum capsicoides*, commonly known as cockroach berry or red soda apple, is often mistaken for TSA. However, *Solanum capsicoides* is not as common.

Chemical Control

Dense Infestations

Aminopyralid-containing herbicides (Milestone, GrazonNext HL, Chaparral, and DuraCor) are the most effective for controlling dense stands of TSA. These herbicides possess postemergence control of existing plants and preemergence control of germinating seeds. Our research has shown that these herbicides will control germinating seedlings for at least six months after application.

The application rates for these herbicides are: Milestone at 5–7 oz/A, G GrazonNext HL at 1.5–2.1 pt/A, Chaparral at 3.0 to 3.3 oz/A, and DuraCor at 16 to 20 oz/A. Although the lower application rates are highly effective on existing TSA plants, the higher rates suggested for these two herbicides will provide more soil activity and are suggested if large amounts of TSA seed are present in the soil. Although mowing prior to herbicide application is not required, it is important to add a non-ionic surfactant (0.25% v/v) and apply the herbicide solution in at least 20 gallons of water per acre. The proper choice of these herbicides is dependent upon the desirable forage in the pasture or hayfield.

Another option is to use triclopyr (Remedy Ultra, others). When using triclopyr, mow plants to a 3-inch stubble height as soon as possible to keep plants from producing fruit and seed. Repeat mowing when plants reach the flowering stage (50–60 days) through April. Fifty to 60 days after the April mowing, when plant regrowth is at the first flower stage (late May–June), spray triclopyr at 1 qt/A + 0.25% v/v non-ionic surfactant in 40 gal/A of water. Triclopyr does not possess soil residual activity, and follow-up applications to control escaped or new seedlings will be necessary.

Regardless which herbicide is used, regular scouting after treatment is necessary. Tropical soda apple can produce fruit at almost any time during the growing season and give rise to hundreds of additional plants. It is important to monitor the fields to ensure that no plants are allowed to reestablish and produce fruit.

Sparse Infestations

Areas with low TSA infestation should be targeted, and each plant sprayed individually. Recommended herbicides for 95%–100% control are as follows:

1. Milestone at 0.5–0.8 oz per 2.5 gal (15–20 ml per 2.5 gal) + 0.25% v/v non-ionic surfactant + color marker. (Use a color marker with the herbicide solution to avoid spraying the same plant twice or not spraying a plant at all).

2. GrazonNext HL or triclopyr at 0.5 to 1% solution (50 to 100 ml per 2.5 gal) + 0.25% non-ionic surfactant + color marker.

3. DuraCor at 0.13 to 0.63% solution (0.5 to 2.4 fl oz per 3 gal) + 1% methylated seed oil (MSO) + color marker. Use the lower amount when using high-volume foliar applications.

When spot-spraying, cover the entire plant with spray solution to ensure herbicide uptake and maximum control. Allow herbicides to dry on plants three to four hours before rainfall. Monitor treated areas monthly, and treat new TSA seedlings. Do not allow plants to produce fruit. Be sure to follow the guidelines for spraying volatile herbicides such as triclopyr. (For more information, see EDIS publication

SS-AGR-12, *Florida's Organo-Auxin Herbicide Rule - 2012*, https://edis.ifas.ufl.edu/publication/wg051.)

Biological Control

Biological herbicide. A natural, biological herbicide to control TSA is currently under development and is not available for public use at this time. The product is called SolviNix™ and contains a naturally occurring virus called *Tobacco mild green mosaic tobamovirus* (TMGMV). Preliminary research has determined that very small quantities of the virus (2 g of active ingredient per acre) provide excellent control of TSA. Two application methods are currently being tested that appear to be practical and user-friendly for both boom spraying and spot-spraying. For additional information on Solvinix, including label and contact information, see the BioProdex, Inc. website: http://bioprodex.com/products/.

TSA beetle. A beetle known as *Gratiana boliviana* (TSA beetle) has been investigated over the past several years for control of TSA plants. This beetle is native to South America and underwent a rigorous quarantine process prior to its release in 2003. Host-specificity tests were conducted in both the United States and South America; the tests proved that this beetle is highly specific to TSA. From 2003–2011, over 250,000 beetles were released throughout Florida and populations are considered established. For more detailed information on the TSA beetle, see EDIS publication ENY-865 Classical Biological Control of Tropical Soda Apple with *Gratiana boliviana* (https://edis.ifas.ufl.edu/in971).

Unless present at very high populations, the TSA beetle does not control individual plants. However, this beetle reduces the overall fitness of the plant, making the plant less competitive with other plants. The beetle also reduces the number of fruit formed by the TSA plant. Therefore, the beetle would not be suited for controlling large populations of TSA, but is appropriate for small infestations or where TSA is present in remote areas. Whether TSA stands treated with the beetle are sparse or dense, it is likely the TSA will rebound during the winter months (particularly during winters with no hard freezes). The TSA beetle goes through a period of diapause during winter months and will not feed on leaf tissue or reproduce during that period. Monitor the effectiveness of these beetles as they have many natural enemies. Currently, TSA beetles are no longer being reared for additional releases.

Management to Prevent the Spread of TSA

Because populations of TSA continue to increase in the southeastern United States, it is imperative to continue to prevent the spread of TSA within and across the Florida border. Although the movement of TSA seed by wildlife cannot be prevented, movement of this seed can be limited in some ways. One way to prevent the movement of TSA seed is to clean all equipment when leaving a pasture or area infested with TSA. Be sure to clean vehicles, mowers, tractors, and shoes.

Cattle can also transport TSA seeds. Therefore, it is important to ship cattle from an area that does not have TSA or is TSA fruit free. Mowing a TSA-infested pasture prior to shipping will eliminate the fruit and the consumption of TSA seed by the cattle. The TSA seed can remain viable in the digestive tract for up to six days. Therefore, when you buy cattle, hold them in one area for up to six days to avoid the spread of TSA to other areas on your ranch.

Further Information

Sellers, B.A. and J.A. Ferrell. 2013. *Tank-Mix Options for Control of Tropical Soda Apple and Dogfennel*. SS-AGR-300. Gainesville, FL: University of Florida Institute of Food and Agricultural Sciences. https://edis.ifas.ufl.edu/publication/ag306

Tropical Soda Apple Best Management Practices:

TAME Tropical Soda Apple: https://pesticide.ifas.ufl.edu/TropicalSodaApple/index.shtml

Publication History

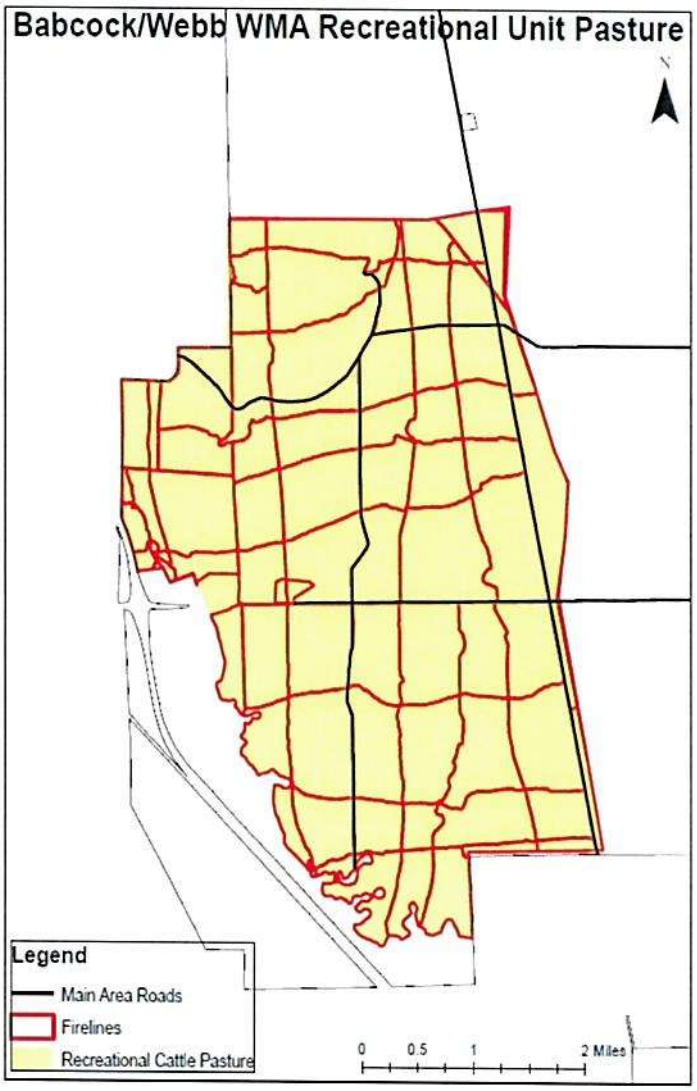
Since its original publication in print format in 1993, this fact sheet has undergone many revisions by various authors. The following previous versions are available in the UF Digital Library

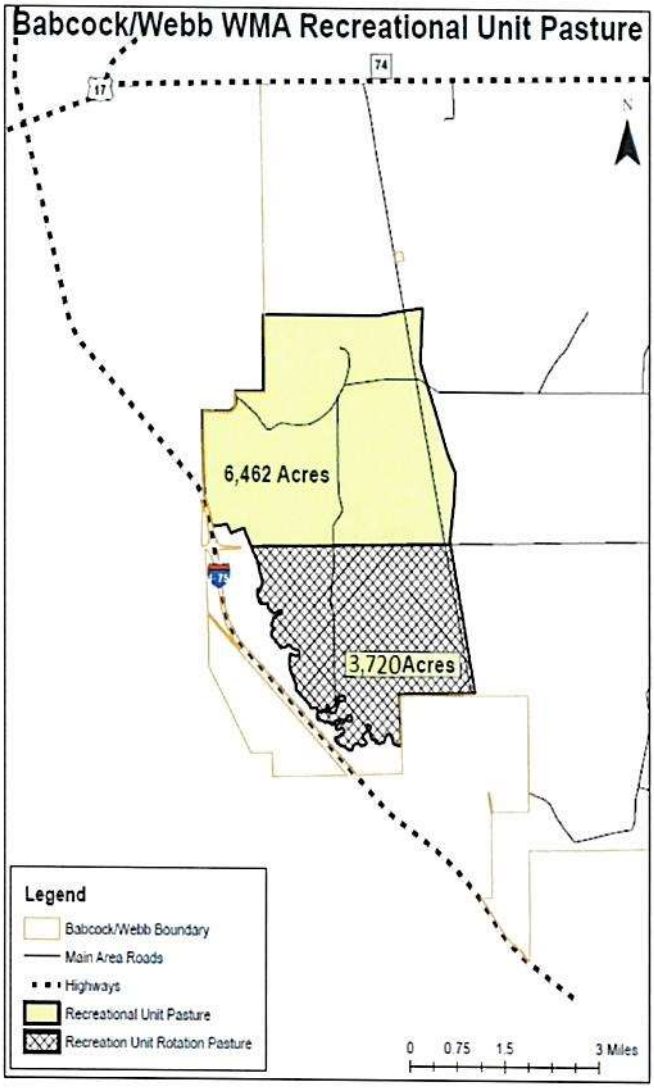
Mullahey, J. Jeffrey and Daniel L. Colvin. 1998. *Tropical Soda Apple: A New Noxious Weed in Florida*. WEC-7. [UFDC]

Mullahey, J. Jeffrey. 2003. Tropical Soda Apple: *A New Noxious Weed in Florida*. WEC-7. [UFDC]

Mullahey, J. Jeffrey, Jason Ferrell, and Brent Sellers. 2006. *Tropical Soda Apple: A Noxious Weed in Florida*. SS-AGR-77. [UFDC]

Exhibit III BABCOCK/WEBB WMA, PASTURE 4 GRAZING MAP





FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

CONFLICT OF INTEREST CERTIFICATION

As set forth in Section 112.313, Florida Statutes, employees of the Florida Fish and Wildlife Conservation Commission (FWC/Commission) may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest. Therefore, I hereby certify that I have no present conflict of interest and that I will recuse myself from any capacity in taking part in the solicitation, development, or selection criteria for evaluation; the evaluation process and the decision making, approval, disapproval, or recommendation of any consultant/contractor for selection on any contract; or management of any contract if I have a conflict of interest or a potential conflict of interest.

I realize that violation of the above-mentioned statute would be punishable in accordance with Section 112.317, Florida Statutes, and may result in disciplinary action by the Commission.

22292

FWC Grant Agreement/Contract #

Byron A. Williams

Print Name

Byron A. Williams Digitally signed by Byron A. Williams Date: 2023.05.26 15:21:44 -04'00' 5/26/2023

Signature **Date**

11.2.7 Contract #22290

Florida Fish & Wildlife Conservation Commission
Contract/Agreement Routing Review Form

1. TYPE: ☑ New ☐ Amendment #_____ ☐ Task Assignment #_____ ☐ Renewal/Extension ☐ Modification
☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 22290 **3. Contract Manager's Name/Telephone Number:** Byron A. Williams 850-617-9510

4. Project Manager: Andrew Pope **Date:** 5/26/2023 **Telephone #:** **Division/Office** Choose One

5. ☑ **Financial** ☐ **Non-Financial** **Method of Procurement:** H-Agency Invitation to Bid [s. 287.057 (1)(a), FS] **Solicitation #:** 22/23-82

6. Project Title/Contract Description: Cattle Grazing Lease with AK AG LLC on Babcock/Webb WMA Pasture 1

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 385,500.00/5 years	$	$	$

8. Contract Begin Date: Upon Execution **Original End Date:** 5 Yrs after Execution **New End Date:**

9. Vendor Name: AK AG LLC **Telephone#:** 772-215-6268

10. Vendor's Contact Name: Zach Adams **11. Vendor/Tax ID#** 84-4169331 **Seq.#**

12. Cost/Price Analysis Required? ☐ Yes ☑ No **13. Risk Assessment Required?** ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed	*If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.*			
✓	**Contract Manager Name:** Byron A. Williams	Digitally signed by Byron A. Williams Date: 2023.06.05 15:33:55 -04'00'	**Date:** 6/5/2023	**FCCM #:** 22092
✓	*If not applicable, indicate with "N/A"* **Budget Reviewer Name:** Rosa Guthrie	Digitally signed by Rosa Guthrie Date: 2023.06.08 11:50:34 -04'00'	**Date:** 6/8/2023	**Edits:** ☐ Yes ☑ No
	Delegate based on current Fiscal Year Delegation of Authority **Div/Off Director or Delegate:** Ingrid Easom	Digitally signed by Ingrid Easom Date: 2023.06.08 12:32:23 -04'00'	**Date:** 6/8/2023	**Edits:** ☐ Yes ☑ No
	If not applicable, indicate with "N/A" **Chief Information Officer:**		**Date:** N/A	**Edits:** ☐ Yes ☐ No
✓	**FBO Contract Admin.:** Jordan Irving	Digitally signed by Jordan Irving Date: 2023.06.26 07:35:27 -04'00'	**Date:** 6/26/2023	**Edits:** ☑ Yes ☐ No
✓	*Applicable when one or more of the following applies (Over $325k, a five-year or longer contract term, Requires OED Execution), if none apply indicate with "N/A"* **General Services Section Leader:** P.T. Stone	Digitally signed by P.T. Stone Date: 2023.06.26 10:20:57 -04'00'	**Date:** 6/26/2023	**Edits:** ☐ Yes ☑ No

15. Contract Execution ***(MUST be Hard Copy Review/Signatures)***
If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Joseph Meyer — Digitally signed by Joseph Meyer Date: 2023.06.28 09:52:23 -04'00' **Date:** 06/28/2023

Print Name: _____

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: 6/29/2023 **Date Received Back from Vendor:** 8/3/2023

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams — Digitally signed by Byron A. Williams Date: 2023.08.03 15:40:11 -04'00' **Date:** 8/3/2023

Print Name: Byron A. Williams

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: _____ **Date:** _____

Print Name: N/A

If not applicable (under $500k or less than 5 years or does not require OED Execution), indicate with "N/A"

****Chief Operating Officer Signature:** Sarah Barrett — Digitally signed by Sarah Barrett Date: 2023.08.08 08:36:26 -04'00' **Date:** 8/8/2023

Print Name: Sarah Barrett

Executive Director or Designee Signature: Thomas H. Eason, Ph.D. — Digitally signed by Thomas H. Eason, Ph.D. Date: 2023.08.08 16:42:08 -04'00'

Print Name: Thomas H. Eason

EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 08/08/2023

FBO Contract Admin. Signature: Dana Ross — Digitally signed by Dana Ross Date: 2023.08.10 15:04:56 -04'00'

Date Received: 08/10/2023 **Print Name:** Dana Ross

Date Entered into FACTS: N/A

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

FWC CONTRACT/GRANT REVIEW FORM INSTRUCTIONS
(INCLUDES MOA/MOU's, INTER-AGENCY AGREEMENTS AND ANY OTHER TYPE OF CONTRACTUAL AGREEMENT)

1. **Type:** Check the box next to the appropriate type of agreement to indicate what is to be reviewed/executed. If the type is an Amendment or Task Assignment, also indicate the number (i.e. Amendment # 1 indicates this is the first amendment to this contract.)
2. **Contract Number:** For all new agreements, the Purchasing/Contract Administration Unit will assign FWC contract numbers. For all modifications/ amendments/renewals to an agreement, the Contract Manager must enter the contract number on the Contract/Grant Routing Review Form.
3. **Contract Manager's Name & Telephone #:** Enter the name and telephone number of the employee who is a Certified Contract Manager and is responsible for managing the contract. Select the appropriate acronym to indicate which Division/Office will manage the agreement or will fund the agreement.
4. **Project Manager:** Enter the name of the person who assisted in the preparation of the agreement and assists in ensuring the execution of the contract. This should be the person any reviewer can contact for questions regarding the project.
5. **Financial/Non-Financial:** Check the appropriate box to indicate if the agreement is financial (involves payments) or non-financial (no payments involved). Select the appropriate **Method of Procurement** to be used. This identifies the type of procurement from which the contract is derived.
6. **Project Title/Contract Description:** Provide a brief description of the commodities/services to be delivered or rendered.
7. Enter the **Original Contract Amount** total. If an amendment, enter the amount of the **Increase/Decrease** and the **Revised Contract Amount.**
8. **For new, unexecuted agreements**, enter the anticipated begin date and end date of contract/grant. **For existing or executed agreements**, enter the actual begin date (the execution date of the original contract/grant, or the date the last person signed the original contract/grant, whichever is later.) **For renewals**, enter the original end date as the date the agreement is expected to terminate. If the agreement is to be extended or has been extended, enter that date as the revised end date. The end date will change with each renewal.
9. **Vendor Name/Telephone #:** Enter the name and telephone number of the entity or person with whom we are contracting to provide commodities/services.
10. **Vendor's Contact Name:** Enter the name of the contractor's primary contact person during the contract term.
11. **Vendor/Tax ID#:** Enter the Vendor Number or the Tax ID Number of the "Contractor" of this contract/grant.
12. **"Cost/Price Analysis Required?":** If a Cost Analysis is required as per s.216.3475, check "Yes" and attach the analysis with this Contract/ Grant Routing Review Form. If it is not required, check "No".
13. **"Risk Assessment Required?"** Check "Yes" if a Financial Assistance Recipient Risk Assessment form has been completed. (Example: Sub-Recipients, flow through contracts or grants) Check "No" if not applicable. If you have any questions concerning whether Federal funding and/or State match was used, please contact your appropriate Budget Approver.
14. **Administrative Review:** This review is conducted prior to routing for Contract Execution in the order presented on the form and can be performed in either Electronic (via email and track changes) or Hard Copy format.
    - **Electronic Review -** *In order to maintain a comprehensive and transparent account of review/approve/disapprove, the electronic transmissions MUST be in a continuous string of emails. (i.e. Continuous forwarding from the original email sent by the Contract Manager for initial review/approval.)*
        - **Approved:** Each reviewer will click in the box under "Reviewed", type Reviewer name and date reviewed, click in the box next to "No" indicating no edits, and forward to the next applicable reviewer. Once all applicable reviewers designated in this section have reviewed, the final reviewer will forward the continuous email string with all documents attached to the Contract Manager. The Contract Manager will then prepare Hard Copy of documents to be submitted to Legal to begin the Contract Execution process.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer will utilize track changes/comments in the document(s) and forward the continuous email string to the Contract Manager to implement edits.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will forward the continuous email string with attached document(s) to the Contract Manager before the document(s) continue to the next reviewer.
    - **Hard Copy Review**
        - **Approved:** Each reviewer will initial under "Reviewed" to indicate approval, print name and date reviewed, check "No" indicating no edits, and route to the next applicable reviewer.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer, will initial under "Reviewed", print name and date reviewed, check "Yes" indicating edits, and route to the next applicable reviewer.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will print their name, date reviewed and check "Yes" indicating edits. The reviewer will return all documentation to the Contract Manager for editing before continuing to the next reviewer.
15. **Contract Execution:** *Contract Execution **MUST** be conducted in Hard Copy with original signatures and in the order presented on the form.*
    - **The Legal Office** review is required regardless of dollar amount. Once reviewed**,** Legal will return the document(s) to the Contract Manager to obtain Vendor Signature.
    - Contract Manager will indicate **Date Sent to Vendor** and **Date Received Back from Vendor**
    - **If no changes were made by the vendor,** the Contract Manager will sign the attestation indicating as such. **If changes were made by the vendor,** the Contract Manager will provide a documented list of changes and obtain Legal review prior to the completion of this form and execution of the contract.
    - **Chief Operating Officer** review is required if the Contract Amount is $500,000 or more.
    - **Executive Director or Designee** review is required regardless of the amount. **Designee** is based on the agency's approved Delegation of Authority. **Execution Date** is the date signed by the Executive Director or Designee. Once signed and dated, the Executed Contract will be sent in its entirety to the FWC Purchasing Contract Administration Unit (*Mail Station 4A2.*)
    - **FBO Contract Administration:** The employee within the Finance and Budget Office, Purchasing, Contract Administration Unit who receives the Executed Contract, will sign and indicate the **Date Received**.
    - **Date Entered in FACTS:** Once the Executed Contract has been entered into FACTS, the employee within the Finance and Budget Office, Purchasing, Contract Administration Unit will indicate the date entered.
    - **Should you have any questions completing the Contract /Grant Routing Review Form, please contact the Purchasing/Contract Administration Office at (850) 488-6551.**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: June 2, 2023

To: Contract Reviewers

From: Byron A. Williams
HSC/WHM

RE: Contract 22290, Cattle Grazing, AK AG LLC, Babcock/Webb WMA, Pasture 1

Included for your review is the above referenced Contract which defines a Cattle Grazing Agreement between FWC and AK AG LLC, on Babcock/Webb WMA, Pasture 1. The services were bid under ITB # FWC 22/23-82. There were seven bidders on this competitive solicitation and AK AG LLC submitted the highest responsive and responsible bid in the amount of $77,100.00 per year for the first five years and $77,100.00 per year for the second five years if renewed.

This will be a five (5) year contract commencing upon execution and ending five (5) years after execution. Mr. Zach Adams is the Manager for AK AG LLC.

Your prompt review and delivering to the next reviewer would be appreciated. Should there be any questions, please call me at 617-9510.

Thank you for your assistance.

Attachment (Original)

CONTRACT FOR
CATTLE GRAZING ON BABCOCK/WEBB WMA, PASTURE 1

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 22290

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and AK AG LLC, 85-4169331, whose address is 2110 W. Platt Street, Tampa, Florida 33606, hereinafter "Contractor," collectively, "Parties". If the Contractor is a corporation, its Florida corporate status must be current, and an individual must sign as the guarantor.

INTRODUCTORY CLAUSES

The Commission and Contractor intend to partner together to provide cattle grazing services in accordance with solicitation number FWC 22/23-82, this Contract, and the awarded vendor's response.

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes (F.S.); and Such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Contractor shall be provided access to Babcock/Webb WMA, Pasture 1 to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in solicitation number FWC 22/23-82 (Competitive Solicitation, Attachment A), which includes the Commission's Prescribed Grazing Plan (Scope of Work), Specifications for Fence Construction (Exhibit I), SS AGR-77, Tropical Soda Apple Information Bulletin (Exhibit II), XX WMA Grazing Map (Exhibit III) and any addenda.

The Commission and the Contractor intend to partner together to provide cattle grazing services in accordance with the Competitive Solicitation, this Contract, and the awarded vendor's response. The Competitive Solicitation and the awarded vendor's response are hereby attached and incorporated into this Contract.

Section 2. DELIVERABLES.

The following services or service tasks are identified as deliverables for the purposes of this Contract:

a. Performance of all services set forth in this Contract and the Scope of Work.

b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

Section 3. PROPERTY.

The property on which these activities described in this Contract will occur is shown in Exhibit III of this Contract. This is a Contract for the provision of cattle grazing by the Contractor and shall not be construed to be a lease of real property.

Section 4. DAMAGES TO STATE PROPERTY.

Any damages to state property (e.g., structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

Section 5. PERFORMANCE.

A. Contractor Performance.

The Contractor shall perform cattle grazing as described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The Contractor shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

B. Contractor Responsibilities.

Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

C. Commission Rights to Assign or Transfer.

Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

Section 6. COMPLIANCE WITH LAWS.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination. The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

Section 7. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by both Parties and expires five (5) years from that date, inclusive unless terminated earlier in accordance with its term.

B. Renewal – Competitive Procurement.

The Commission has the option to renew this Contract for a period of five (5) years after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor, if it desires to exercise this renewal option, will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission's Contract Manager.

C. Extension.

If this is a contract for contractual services, any extension of this contract as provided for in Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

Section 8. PAYMENTS.

A. Contractual Payment Schedule.

The Contractor shall submit the first semi-annual payment and the $105,000.00 Performance Bond within ten (10) consecutive calendar days after the execution of the

Contract. The Commission shall invoice the Contractor for subsequent semiannual payments. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation Commission, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150. The contract and revenue (R) number should be included in the note field on all payments.

B. Stocking Rate.

The Contractor shall semi-annually pay the Commission $257.00 per animal grazing unit for the life of the contract ($38,550.00 total due semi-annually). Cattle shall be stocked at a rate not to exceed three hundred (300) animal grazing units on BABCOCK/WEBB WMA PASTURE 1. The stocking rate will be adjusted if necessary, following any updated grazing plans by Natural Resources Conservation Service (NRCS). The stocking rate may only be increased with written permission by the Commission. The stocking rate may be decreased by the Commission upon written notice to the Contractor if grazing is excessive for optimum wildlife management. The Contractor shall accordingly increase or decrease such stocking rate within 60 days of written notice by the Commission.

C. Contract Adjustments.

The initial annual Contract payment shall be adjusted if the Commission increases or decreases the stocking rate. The Commission shall notify the Contractor in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the Contractor shall pay the Commission the amount of such adjustment. The annual Contract payment shall also be adjusted if the Commission withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the Contractor. Within thirty (30) days of written notice by the Commission, the Contractor shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The Commission shall rebate the amount of such adjustment to the Contractor.

D. Late Fee.

Should the Contractor fail to make the semiannual Contract payment, Contractor shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due Contract payments will be at the expense of the Contractor.

Section 9. PERFORMANCE BONDS.

The Contractor shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. The Performance Bond shall be submitted to the Commission's Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the purchase order or contract number assigned to the project by the Commission, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Contractor is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the Contractor does not perform the yearly fire line disking requirement, fence maintenance, holding pens maintenance or in case of a default violation

according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the Contractor.

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based upon 12-month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid), plus the estimated value of fence maintenance each year ($10,000.00), plus the estimated cost of disking fire lines each year (total length of 130 miles X 2 at $60.00 per mile). The performance bond number calculated will be rounded up to nearest $5000 increment. Example: If the total number comes to $17,595.00 then the annual bond requirement will be set at $20,000.

Work shall not begin before the Commission receives the Performance Bond and Power of Attorney. Failure to provide a Performance Bond and Power of Attorney may be grounds to find the Contractor in default, which could include cancellation of the Contract, and/or the Contractor's removal from the State's approved vendor list for future solicitations.

Failure of the Contractor to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the Contract or provide a new bond annually within thirty (30) consecutive calendar days of the Commission's semi-annual invoice date during the term of this Contract may be grounds to find the Contractor in default, which could include: cancellation of the Contract, and/or the Contractor removal from the FWC approved vendor list for future solicitations.

The Contractor is required to submit the original of the Performance Bond and original of the Power of Attorney to the Commission's Contract Manager. Additionally, the Contractor is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the Contractor shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation Commission
Attn: WHM Contract Manager-FWC 20/21-63
620 South Meridian Street, M/S – 10
Tallahassee, Florida, 32399-1600

Section 10. MONITORING.

The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission

staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A.

Section 11. CONTRACTOR RESPONSIBILITIES.

A. Marking Ownership.

The Contractor shall mark all cattle with the Contractor's brand, tag, or other owner identification before releasing the cattle for grazing on the above Commission land. The Contractor shall mark all calves born in the grazing lands at the first gathering after their births, which shall be undertaken within six months of such births. All cattle grazed under this Contract shall be the property of the Contractor and therefore the sole responsibility of the Contractor.

B. Fence Maintenance and Holding Pens.

The Contractor shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The Contractor shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in Exhibit I, attached hereto. All fences, gates, and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property to the standards of the attached fence specifications (Exhibit 1). Contractor shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be the sole and exclusive expense of the Contractor, except stated under "COMMISSION RESPONSIBILITIES". The fencing shall be inspected regularly including one complete annual inspection with repairs during the dry season (January – April). The Contractor will provide FWC (Contract Manager and Lead Area Biologist) documentation of the regular and annual inspections including the location of the repairs and what repairs were performed no later than one week after the regular and annual inspection is performed. Each annual inspection must include the tightening of any loose wire, replacement of any missing staples, replacement of any missing or rotten wire, replacement of any rotten posts and rehang any malfunctioning gates. The Contractor shall promptly remove storm debris from fencing and make the appropriate repairs. The Contractor shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the Commission upon termination of this Contract. Furthermore, the Contractor shall be required to use only the Commission's furnished key or combination locks for said gates.

Failure of the Contractor to properly maintain the holding pens and fences shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the Commission.

C. Grazing Accoutrements.

The Contractor shall be required to have the Commission's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The Contractor shall be required to maintain all fences within authorized grazing units in accordance with specifications in Exhibit I and other constructed physical alterations or improvements to the grazing lands that are necessary to the Contractor's grazing operations, and which are necessary for the Contractor to fulfill the covenants to which he or she is bound. The Contractor shall not cross-fence the grazing lands without prior written approval of the Commission. Hay shall not be brought onto the property for supplemental feeding. Pellets,

minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the Commission. All supplemental feeding sites shall be located to avoid imperiled species and the locations shall be approved by the Project Manager. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the Contractor shall remain the property of the Contractor and the Contractor shall expeditiously remove same upon termination of this Contract and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the Commission.

D. Ground Disturbing Activities.

The Contractor shall not initiate any ground disturbing activities including construction of ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the Commission except as outlined herein. These restrictions do not exempt the Contractor from the annual fire line maintenance requirement.

E. Exotic Vegetation.

In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a designated quarantine pen on the BABCOCK/WEBB WMA PASTURE 1 before being released to graze on other pastures. The quarantine pen and grazing units may be inspected at various times by the Project Manager. If it can be determined that the Contractor's cattle are spreading Tropical Soda Apple and/or other exotics because cattle were not held for the full required quarantined period, the Contractor will be responsible for the elimination of the exotics in the other infested pastures. The Contractor is responsible for maintaining the quarantine pen free of exotics between quarantines.

Exotic plant elimination shall be done in accordance with Exhibit II attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the Contract, forfeiture of Performance Bond and immediate payment of remaining Contract fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

F. Water Control Structures.

The Contractor shall not manipulate any water control structures and/or water level monitoring staff gauges.

G. Fire Lines.

No less than once every 12 months between October 15 and January 15 of each year, the Contractor shall disk existing fire lines (130 miles) of no less than ten-foot widths within the authorized grazing units. Such fire lines shall divide established burn units and completely encircle the perimeter of each management/pasture unit within the contracted area as identified in Exhibit III, attached hereto. Such fire lines shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (e.g., soil remains in fire line to avoid creating a ditch). The Contractor may request from the Commission, in

writing, an extension of time past January 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The Contractor may request from the Commission, in writing, to disk fire lines in a different time of year. Contractor shall disk fire lines following written acceptance of the request by the Project Manager. Such request for extension shall be made by the Contractor on or before October 1 of each year. Approval for such extension must be in writing from the Commission and shall specify the date upon which the extension shall expire. The granting of an extension for fire line maintenance shall not be unreasonably withheld.

Failure of the Contractor to properly disk no earlier than October 15 of each calendar year and no later than January 15 of the following calendar year or such date upon which any extension shall expire if such extension is approved by the Commission, shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the Commission.

H. Burning.

The Contractor specifically agrees not to willfully set fire or allow any agent or employee of the Contractor to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of the Contract after review by the Commission. If it is determined by the Commission that the Contractor was negligent, the negligence shall provide grounds for a claim against the Contractor's Performance Bond.

I. Vehicles.

The Contractor shall register with the Contract Manager any vehicles used by the Contractor, its agents and employees on the grazing lands. Only registered vehicles may operate as part of this Contract.

J. Camping.

The Contractor shall not allow camping, except as approved in writing by the Commission and at campsites designated by the Commission.

K. Gathering Notice.

The Contractor shall give no fewer than seven days written notice to the Commission and other Contractor's whose use or contract adjoins the grazing lands, prior to the gathering or round-up of cattle within the grazing lands.

L. Regulations.

The Contractor shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the Contractor shall be responsible to the Commission under this Contract for its agents and employees so abiding by all such laws, rules and regulations.

M. Assignment.

The Contractor shall not assign any or all of the rights, liabilities, duties or obligations of the Contract nor subcontract any part of the grazing lands, without the prior written approval of the Commission.

Section 12. COMMISSION ACTIVITIES AND RESPONSIBILITIES.

In consideration of this Contract, Commission permits Contractor to utilize the Property to Contractor's benefit in accordance with this Contract. The Commissions' activities and responsibilities in regard to the Property will be as follows:

A. Land Management and Public Use.

Commission shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the Contractor's activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. Commission will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the Contractor. The Commission may engage in land management, controlled burns and exotic plant control activities, which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by Commission personnel, or under Commission supervision. The Contractor shall not willfully nor negligently set fire or allow any agent or employee of the Contractor to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

B. Withdrawal of Acreage.

When the Commission, in its sole discretion, determines that it is necessary for wildlife management or other management reasons (including but not limited to a sale or other disposition of all or part of the Property), to withdraw acreage from the Property, such acreage shall be withdrawn upon 60 days' notice to Contractor. Upon such withdrawal, the Commission shall notify the Contractor of the reduction of payments due under this Contract. Such reduction shall be determined by the Commission based on the price paid by the Contractor per animal unit, times the number of animal units permitted on the reduced acreage.

C. Fence.

The Commission, at its discretion, may install new fencing, and shall coordinate such activities with those of the Contractor.

D. Burning.

All burning prescribed shall be conducted by the Commission and/or its authorized agents.

E. Outdoor Recreation.

The Commission shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the Contractor activities authorized under this Contract.

F. Mineral use.

The Commission shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the

Contractor are confined solely to the grazing of cattle.

G. Other Uses.

The Commission shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

Section 13. TERMINATION.

A. Unilateral Termination.

Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the Commission, the Contractor may be given reasonable time, determined by the sole discretion of the Commission, to remove equipment, etc. In the event of termination under this provision by the Contractor, the Contractor must ensure all provisions that impact the condition of the WMA (fencing, roads, etc.) and/or payments owed must be paid in full including any partial payments due the Commission for use days since last payment before Contract closeout.

B. Termination – Fraud or Willful Misconduct.

This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

C. Termination – Late Payments

This Contract shall terminate upon the Commission giving written notice to the Contractor in the event the annual Contract payment is not paid when due. Such termination is at the option of the Commission.

D. Termination – Other.

The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Contractor of its intent to terminate the Contract for cause. In the notice, the Commission shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Contractor does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Contract will be terminated for cause. At that time, the Commission will send a second notice to the Contractor noting that this Contract is being terminated for cause upon receipt of the notice and documenting the reasons this Contract is being terminated. The Commission reserves the right in its sole discretion to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

E. Contractor Discontinuation of Activities After Termination Notice.

If the Contract is terminated upon written notice, the Contractor shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands. Additionally, at the end of the Lease the Contractor shall have thirty (30) days to remove his cattle from the grazing lands.

Section 14. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. The designation of a new Contract Manager shall not require a formal Amendment to the Contract.

COMMISSION CONTRACT MANAGER CONTACT INFORMATION:

Byron Williams
Contract Manager
Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399
850-617-9510
Byron.williams@myfwc.com

CONTRACTOR CONTRACT MANAGER CONTACT INFORMATION:

Zach Adams
Manager
AK AG LLC
2110 W. Platt Street
Tampa, FL 33606
772-215-6268
zachadamsranch@gmail.com

Section 15. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

Section 16. RELATIONSHIP OF THE PARTIES.

A. Independent Contractor.

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of

interest or any other prohibited relationship between the Contractor and the Commission.

B. Contractor Training Qualifications.
Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.
All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.
Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

E. Commission Rights to Undertake or Award Supplemental Contracts.
Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 17. SUBCONTRACTS.
Select an option.

A. Authority.
Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A.

B. Contractor Payments to Subcontractor.
The Contractor agrees to make payments to the subcontractor within seven (7) working days

after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor.

The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

Section 18. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees.

This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.

B. Convicted Vendors.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after

conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.

Scrutinized Companies. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

D. Discriminatory Vendors.

Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Contract, Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

Section 19. INSURANCE.

A. Reasonably Associated Insurance.

During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be

through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of $100,000.00 per accident, $100,000.00 per person, and $500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Contract term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Contract, the Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

Section 20. PUBLIC RECORDS.

A. All records in conjunction with this Contract shall be public records and shall be treated in

the same manner as other public records that are under Chapter 119, F.S.

B. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

i. **IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE Contractor's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 21. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector

General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 22. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

Section 23. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities.

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention.

Unless otherwise specified in the Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Section 24. FEDERAL COMPLIANCE.

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C.

7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.
This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.
This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.
The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.
The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 25. INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 26. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Section 27. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each Party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The Party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other Party ten working days from receipt of the notice to respond in writing.

ii. If the Party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other Party within seven (7) days.

iii. The Parties have two weeks after notice to agree in writing upon a mediator.

iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

   a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

   b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.

   c. The terms of this Contract and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

   d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any Party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred. Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 28. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Contract, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 29. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of quantum meruit.

Section 30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a Party to this Contract.

Section 31. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and

Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

Section 32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE Contractor's SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

Section 33. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Attachment A.

Section 34. MEDIA REQUESTS.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Contract, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without

prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

Section 35. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachment A, if the Contractor intends to use a small Unmanned Aircraft System (sUAS) at any time throughout the duration of the Contract, the Contractor shall request approval from the Commission in writing prior to use. Upon request by the Commission, the Contractor shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Contractor in writing of the approval or rejection of the request. If approved, the Contractor will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating the sUAS.

Section 36. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

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SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

Contractor Execution Signature	**Commission execution signature**
AK AG LLC	**Florida Fish and Wildlife Conservation Commission**
Contractor Signature	Thomas H. Eason, Ph.D. Digitally signed by Thomas H. Eason, Ph.D. Date: 2023.08.08 16:43:49 -04'00' Executive Director (or Designee) Signature
Clayton Kuhn Zachary Adams Print Name	Thomas H. Eason, Ph.D. Print Name
MGR MGR Title	Assistant Executive Director Title
8/2/23 8/2/23 Date	08/08/2023 Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, FWC 22/23-82 Invitation to Bid
- Attachment B, Vendor Response
- Exhibit I Specifications for Fence Construction
- Exhibit II SS AGR-77, Tropical Soda Apple Information Bulletin
- Exhibit III BABCOCK/WEBB WMA Pasture 1 Grazing Map

SCOPE OF WORK

FWC FY 22/23-82

CATTLE GRAZING AT BABCOCK/WEBB WILDLIFE MANAGEMENT AREA PASTURE 1

GENERAL DESCRIPTION & BACKGROUND

Babcock/Webb Wildlife Management Area is 65,758 acres of seasonally wet pine flatwoods, freshwater marshes, and dry prairie. It is located seven miles southeast of Punta Gorda in Charlotte County. Babcock/Webb's cow/calf operation is divided into multiple pastures with separate leases. This contract is an award for the lease for pasture 1.

- Pasture 1 consists of 20,737 total acres of which 4,584 acres are in rotational grazing. The Natural Resources Conservation Service (NRCS) deemed the Pasture 1 cattle lease area is capable of producing enough forage to support 600 Animal Units (AU). A stocking rate of 300 AUs, half of the recommendation, is currently being offered for lease.

OBJECTIVES & DEFINITIONS

The objectives of this grazing plan are to improve or maintain an optimum level of native forages and assist in the reduction of biomass. Grazing and prescribed burning will help maintain the natural plant communities in an earlier stage of succession and more open state. This will benefit wildlife and future ground cover restoration efforts.

Brood cows will presumably make up most of the herd. Bulls and heifers may be included in the herd as needed as long as the overall suggested stocking rate is not exceeded. The following AU values will be used to estimate heifer and bull numbers. The suggested bull: cow ratio is 1:20.

Cow with Calf = 1.0 AU
Bull (Over 2 year) = 1.35 AU
Heifer or Bull (Over 1 year and under 2 year) = 0.80 AU

LIVESTOCK FORAGE INVENTORY & MAP

Forage will vary due to climatic conditions and management of the grazing system. The forage inventory should be evaluated weekly to ensure proper stocking rate according to the goals listed for the site and to meet the forage requirements of the livestock. Grazing will be deferred if forage supplies and quality are inadequate to meet livestock demand. Current stocking rate is 69.12 acres of native south Florida plant communities per AU.

RECOMMENDED GRAZING HEIGHTS AND STOCKING RATES

Grazing animals can rapidly and substantially alter the productivity and amount of forage in each pasture. Overgrazing adversely affects forage growth, water and soil conservation, and may induce more use of wetland areas in some seasons. Since improving existing forages is not a goal for this project, a unique balance may be obtained to ensure a desirable stand of forage and limit grazing on the wetland areas included in the same grazing unit.

Grazing heights for native forage plants are dependent upon the species and the time of year the plant is grazed. For native grasses, remove no more than 50% (by weight) of the plant in any grazing event. This will provide proper use of the forage while maintaining sufficient plant material to provide wildlife habitat, protect soil, and maintain the health of the plant community.

If herbicides are used to control common weeds and invasive species, grazing will be adjusted to meet the requirements, if any, listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label. Temporary fences may be used to protect areas during deferment periods.

A cross-fence bisects the grazing area to allow for rotational grazing. The Contractor must utilize rotational grazing following best management practices.

ADJUSTMENTS TO THE GRAZING SYSTEM

Adjustments to grazing may be necessary during and after restoration and other management activities, such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of all domestic animals for the duration of the deferment.

If herbicides are used to control common weeds and invasive species, grazing will be adjusted to meet the requirements, if any, listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label. Temporary fences may be used to protect areas during deferment periods.

OPERATION AND MAINTENANCE

The location of mineral and supplement feeders will be moved to evenly distribute grazing animals throughout the pasture. Supplemental feeding of hay is not allowed. To protect the wildlife food plots herds must be completely removed before May 1 and will not be allowed back in until September 30 of each year. The aforementioned herd removal applies to:

- Pasture 1: 4,584 acre rotation pasture

The lessee will be required to disk firelines. This requires the fireline surface to be brought down to bare mineral soil leaving all disturbed material in the fireline. The lessee will not be permitted to throw material outside of the fireline lowering the fireline elevation. The aforementioned disking removal applies to:

- Pasture 1: approximately 130 miles

CONTINGENCY MANAGEMENT PLAN

a. When the forage is not adequate, the grazing system will be adjusted. When prolonged periods of adverse climatic condition effect the supply of forage, the grazing system and/or stocking rates will be adjusted.

b. The lessee may be required to provide a Forage Assessment and Maximum Stocking Rate estimate performed by either a local NRCS extension office or a professional rangeland consultant prior to contract renewal at five (5) years, any rebidding process or may be required by the Area Biologist if there is an appearance of conditions indicating overgrazing.

c. Lessees must submit and FWC must approve an annual plan for the movement and scheduled

rotation of mineral vats and other supplemental feeds.
d. Stocking rates are subject to change based on the results of the annual forage and stocking rate assessment.
e. Lessee is required to comply with all Florida Cow Calf Best Management Practices.

FENCE MAINTENANCE AND HOLDING PENS

The Contractor shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The Contractor shall preform necessary fence replacement and repair in accordance with specifications for fence construction detailed in Exhibit I, attached hereto. All fences, gates, and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property to the standards of the attached fence specifications (Exhibit 1). Contractor shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be the sole and exclusive expense of the Contractor, except stated under "Commission Responsibilities". **The fencing shall be inspected regularly including one complete annual inspection with repairs during the dry season (January – April). The Contractor will provide FWC (Contract Manager and Lead Area Biologist) documentation of the regular and annual inspections including the location of the repairs and what repairs were performed no later than one week after the regular and annual inspection is performed.** Each annual inspection must include the tightening of any loose wire, replacement of any missing staples, replacement of any missing or rotten wire, replacement of any rotten posts and rehang any malfunctioning gates. The Contractor shall promptly remove storm debris from fencing and make the appropriate repairs. The Contractor shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the Commission upon termination of this contract. Furthermore, the Contractor shall be required to use only the Commission's furnished key or combination locks for said gates.

Failure of the Contractor to properly maintain the holding pens and fences shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the Commission.

PAYMENTS

The annual contract payment shall be the bid price multiplied by the total animal units allowed on an annual basis. Payments shall be made to FWC on a semiannual (six (6) month increment) basis.

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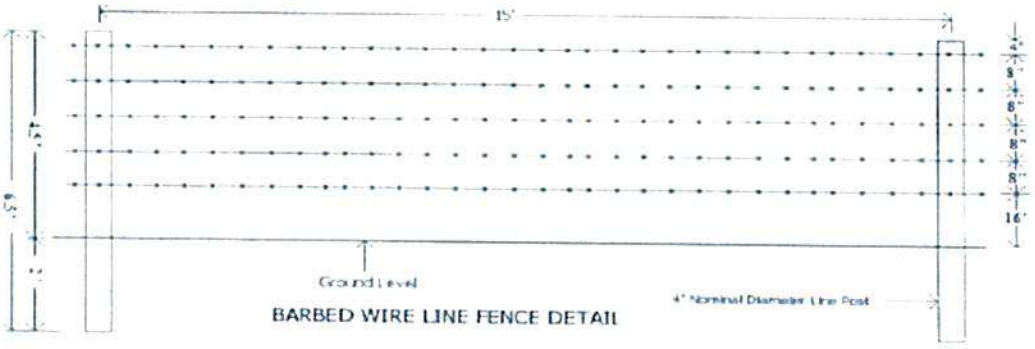
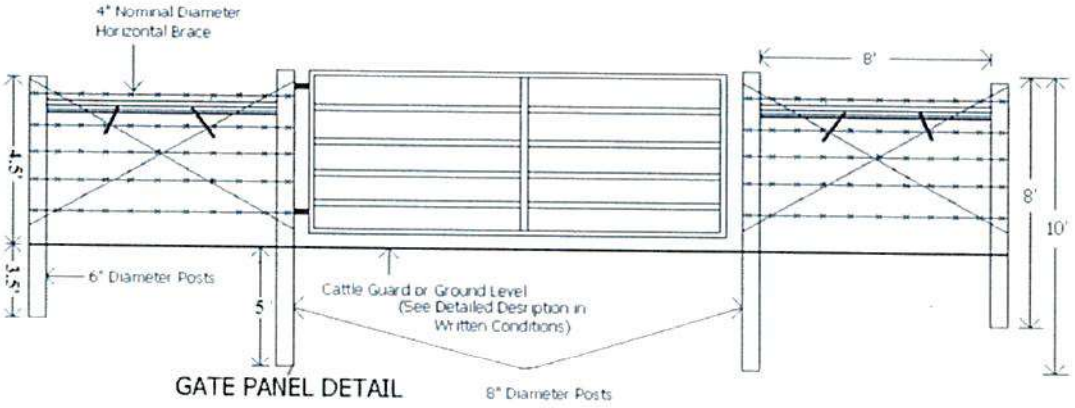
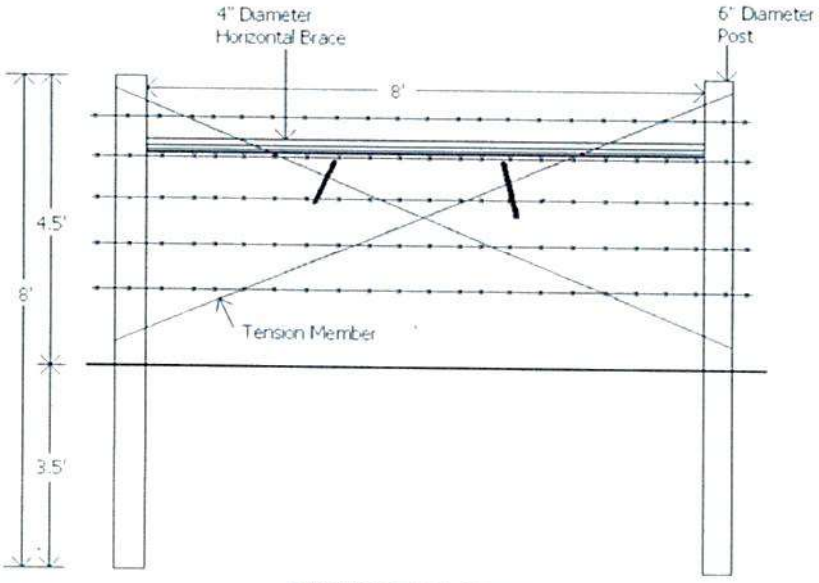
EXHIBIT I – SPECIFICATIONS FOR FENCE CONSTRUCTION



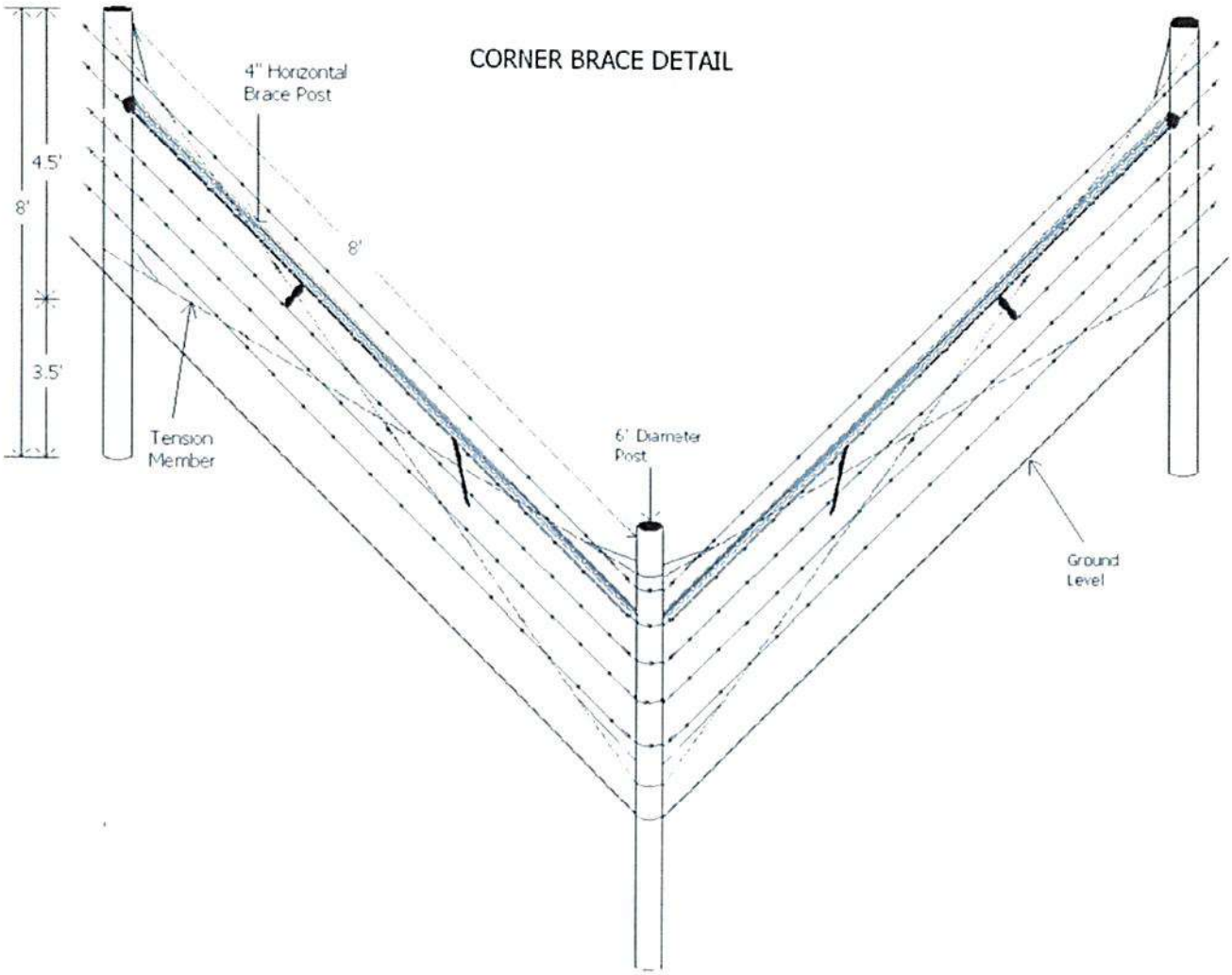
BARBED WIRE LINE FENCE DETAIL



GATE PANEL DETAIL



IN-LINE BRACE DETAIL


CORNER BRACE DETAIL
4" Horizontal
Brace Post
4.5'
8'
3.5'
8'
Tension
Member
6' Diameter
Post
Ground
Level

UF | IFAS Extension UNIVERSITY of FLORIDA

SS-AGR-77

Tropical Soda Apple: Biology, Ecology, and Management of a Noxious Weed in Florida[1]

B. A. Sellers, Pratap Devkota, J. Jeffrey Mullahey, and J. A. Ferrell[2]

Tropical soda apple (*Solanum viarum* Dunal) is a serious weed problem in many perennial grass pastures and native areas of Florida. With foliage unpalatable to livestock, this invasive weed can infest a pasture in as little as one to two years, resulting in reduced forage production and lower stocking rates. This publication is intended for UF/IFAS Extension faculty, state and federal government personnel, and producers who need additional information on the management of this invasive species.

Figure 1. Tropical soda apple in a typical South Florida bahiagrass pasture.

Geographically, the incidence of this weed in Florida has been highest in South Florida, although the plant is now commonly observed throughout the state. Tropical soda apple (TSA) is a common weed in pastures, ditch banks, citrus groves, sugarcane fields, and rangeland. The plant appears to be restricted to semi-disturbed sites. The highest incidence of TSA has occurred in improved pastures, such as bahiagrass, with an estimated 1 million acres infested in Florida.

This invasive weed produces a yellow fruit when mature (1–1.5 inches in diameter), which contains 200–400 seeds per fruit. Little or no seed dormancy has been observed, and germination is generally greater than 75%. The plant is readily identified by its immature fruit, which are green with white mottling, similar to watermelon. Fruit production occurs throughout the year, but mostly from September through May, providing 40,000–50,000 viable seeds per plant per year. Wildlife, such as feral hogs, raccoons, and deer, feed on the fruit and are vectors for spreading seed through their feces. Cattle will also consume the fruit and spread the seed in this way.

Weed Taxonomy

At maturity, TSA is 3–6 feet tall and can be as wide as it is tall. Stems, leaves, flower stalks and calyxes have broad-based, white to yellowing thorns up to 0.4 inches long. Pubescent leaves are 4–7 inches long and 2–6 inches wide, deeply divided into broad, pointed lobes. Flowers are white

1. This document is SS-AGR-77, one of a series of the Agronomy Department, UF/IFAS Extension. Original publication date October 1993. Revised April 2016 and December 2022. Visit the EDIS website at https://edis.ifas.ufl.edu for the currently supported version of this publication.

2. Brent Sellers, associate professor, Agronomy Department, UF/IFAS Range Cattle Research and Education Center; Pratap Devkota, assistant professor, WFREC; and Jay Ferrell, associate professor, Agronomy Department; J. Jeffrey Mullahey, professor emeritus, Department of Wildlife Ecology and Conservation, UF/IFAS West Florida Research and Education Center; and Pat Hogue, county Extension director, UF/IFAS Extension Okeechobee County; UF/IFAS Extension, Gainesville, FL 32611

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with yellow stamens, a few together on stems below the leaves. Fruits are glabrous, globular, about 1 inch in diameter, and yellow when mature. Seeds are light red brown, and 0.10 inches in diameter. Seeds are only moderately flattened, contained in a mucilaginous layer that contains a glyco-alkaloid called solasodine.

Figure 2. Thorn-like prickles on a tropical soda apple leaf.

Figure 3. Mature tropical soda apple plant.

Weed Biology

Tropical soda apple flowers throughout the year, but flowering is concentrated from September through May. Fruit production is also yearly, and a mature plant will commonly have both immature fruit (green) and mature fruit (yellow). Seed germination from green fruit is often similar to that of yellow fruit. Regardless of fruit color, if seed is white in color, it is not viable.

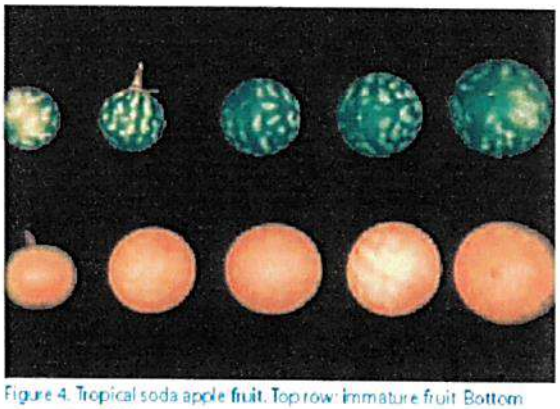


Figure 4. Tropical soda apple fruit. Top row: immature fruit. Bottom row: mature fruit.

Seedling emergence primarily occurs during the dry season (October through May). New plants will emerge either from seed or perennial roots. Roots have buds that regenerate new shoots. The root system can be extensive, with feeder roots (0.25–1.0 inch in diameter) located a few inches below the ground and extending 3–6 feet from the crown of the plant.

Seed germination has occurred from seed planted 3.25 inches into the ground. It is not known how deep TSA seed may be placed in the soil before germination is inhibited. However, preliminary evidence suggests that seeds of this plant buried 6 inches deep will not germinate until they are brought back to the soil surface. Seed germination depends on temperature, light, and age of seed. Under laboratory conditions, seed germination was highest (95%) for 5-month-old seed, followed by a gradual decline to zero germination at 25 months. Under field conditions, preliminary evidence suggests that buried seed may survive longer than seed left on the soil surface.

Weed Ecology

Tropical soda apple is a common weed in South America, India, the West Indies, Honduras, and Mexico. The plant is native to Argentina and central Brazil and has been introduced in Africa and Nepal. Tropical soda apple can be expected to occur in other subtropical areas as well.

In Florida, TSA has been observed as a common weed in pastures, ditch banks, citrus groves, sugarcane fields, and wet areas of rangeland. In South Florida, TSA is typically found on seasonally wet soils. During extended periods (more than three weeks) of standing water, TSA plant death can occur. In ideal conditions, TSA was once commonly found growing as a monoculture covering up to 50 acres or more. Currently, monocultures of 50 acres or more

are typically rare, but TSA monocultures are common in feeding and lounging areas within pastures.

Solanum sp. was first reported by ranchers in South Florida in the early 1960s. However, these initial reports indicated the fruit was a cherry red color, not yellow. Apparently, ranchers were observing *Solanum capsicoides* (Figure 5), not TSA. For the past 15–20 years in South Florida, TSA has been the most prevalent of those two species.

Reasons for the increase in TSA are not well understood. Although cases were reported of severe leaf defoliation of TSA caused by Colorado potato beetle, as well as the released biocontrol agent *Gratiana boliviana* (commonly referred to as the TSA beetle), death of TSA plants due to defoliation is rare. Occasionally, TSA plants appear stressed and display symptoms of leaf mottling, inclusions, etc., associated with fungi or bacteria.

Figure 5. *Solanum capsicoides*, commonly known as cockroach berry or red soda apple, is often mistaken for TSA. However, *Solanum capsicoides* is not as common.

Chemical Control

Dense Infestations

Aminopyralid-containing herbicides (Milestone, GrazonNext HL, Chaparral, and DuraCor) are the most effective for controlling dense stands of TSA. These herbicides possess postemergence control of existing plants and preemergence control of germinating seeds. Our research has shown that these herbicides will control germinating seedlings for at least six months after application.

The application rates for these herbicides are: Milestone at 5–7 oz/A, GrazonNext HL at 1.5–2.1 pt/A, Chaparral at 3.0 to 3.3 oz/A, and DuraCor at 16 to 20 oz/A. Although the lower application rates are highly effective on existing TSA plants, the higher rates suggested for these two herbicides will provide more soil activity and are suggested if large amounts of TSA seed are present in the soil. Although mowing prior to herbicide application is not required, it is important to add a non-ionic surfactant (0.25% v/v) and apply the herbicide solution in at least 20 gallons of water per acre. The proper choice of these herbicides is dependent upon the desirable forage in the pasture or hayfield.

Another option is to use triclopyr (Remedy Ultra, others). When using triclopyr, mow plants to a 3-inch stubble height as soon as possible to keep plants from producing fruit and seed. Repeat mowing when plants reach the flowering stage (50–60 days) through April. Fifty to 60 days after the April mowing, when plant regrowth is at the first flower stage (late May–June), spray triclopyr at 1 qt/A + 0.25% v/v non-ionic surfactant in 40 gal/A of water. Triclopyr does not possess soil residual activity, and follow-up applications to control escaped or new seedlings will be necessary.

Regardless which herbicide is used, regular scouting after treatment is necessary. Tropical soda apple can produce fruit at almost any time during the growing season and give rise to hundreds of additional plants. It is important to monitor the fields to ensure that no plants are allowed to reestablish and produce fruit.

Sparse Infestations

Areas with low TSA infestation should be targeted, and each plant sprayed individually. Recommended herbicides for 95%–100% control are as follows:

1. Milestone at 0.5–0.8 oz per 2.5 gal (15–20 ml per 2.5 gal) + 0.25% v/v non-ionic surfactant + color marker. (Use a color marker with the herbicide solution to avoid spraying the same plant twice or not spraying a plant at all.)

2. GrazonNext HL or triclopyr at 0.5 to 1% solution (50 to 100 ml per 2.5 gal) + 0.25% non-ionic surfactant + color marker.

3. DuraCor at 0.13 to 0.63% solution (0.5 to 2.4 fl oz per 3 gal) + 1% methylated seed oil (MSO) + color marker. Use the lower amount when using high-volume foliar applications.

When spot spraying, cover the entire plant with spray solution to ensure herbicide uptake and maximum control. Allow herbicides to dry on plants three to four hours before rainfall. Monitor treated areas monthly, and treat new TSA seedlings. Do not allow plants to produce fruit. Be sure to follow the guidelines for spraying volatile herbicides such as triclopyr. (For more information, see EDIS publication

SS-AGR-12, *Florida's Organo-Auxin Herbicide Rule* 2012. https://edis.ifas.ufl.edu/publication/wg051.)

Biological Control

Biological herbicide. A natural, biological herbicide to control TSA is currently under development and is not available for public use at this time. The product is called SolviNix™ and contains a naturally occurring virus called *Tobacco mild green mosaic tobamovirus* (TMGMV). Preliminary research has determined that very small quantities of the virus (2 g of active ingredient per acre) provide excellent control of TSA. Two application methods are currently being tested that appear to be practical and user-friendly for both boom spraying and spot-spraying. For additional information on Solvinix, including label and contact information, see the BioProdex, Inc. website: http://bioprodex.com/products/.

TSA beetle. A beetle known as *Gratiana boliviana* (TSA beetle) has been investigated over the past several years for control of TSA plants. This beetle is native to South America and underwent a rigorous quarantine process prior to its release in 2003. Host-specificity tests were conducted in both the United States and South America; the tests proved that this beetle is highly specific to TSA. From 2005–2011, over 250,000 beetles were released throughout Florida and populations are considered established. For more detailed information on the TSA beetle, see EDIS publication ENY-865 Classical Biological Control of Tropical Soda Apple with *Gratiana boliviana* (https://edis.ifas.ufl.edu/in871).

Unless present at very high populations, the TSA beetle does not control individual plants. However, this beetle reduces the overall fitness of the plant, making the plant less competitive with other plants. The beetle also reduces the number of fruit formed by the TSA plant. Therefore, the beetle would not be suited for controlling large populations of TSA, but is appropriate for small infestations or where TSA is present in remote areas. Whether TSA stands treated with the beetle are sparse or dense, it is likely the TSA will rebound during the winter months (particularly during winters with no hard freezes). The TSA beetle goes through a period of diapause during winter months and will not feed on leaf tissue or reproduce during that period. Monitor the effectiveness of these beetles as they have many natural enemies. Currently, TSA beetles are no longer being reared for additional releases.

Management to Prevent the Spread of TSA

Because populations of TSA continue to increase in the southeastern United States, it is imperative to continue to prevent the spread of TSA within and across the Florida border. Although the movement of TSA seed by wildlife cannot be prevented, movement of this seed can be limited in some ways. One way to prevent the movement of TSA seed is to clean all equipment when leaving a pasture or area infested with TSA. Be sure to clean vehicles, mowers, tractors, and shoes.

Cattle can also transport TSA seeds. Therefore, it is important to ship cattle from an area that does not have TSA or is TSA fruit free. Mowing a TSA-infested pasture prior to shipping will eliminate the fruit and the consumption of TSA seed by the cattle. The TSA seed can remain viable in the digestive tract for up to six days. Therefore, when you buy cattle, hold them in one area for up to six days to avoid the spread of TSA to other areas on your ranch.

Further Information

Sellers, B.A. and J.A. Ferrell. 2013. *Tank-Mix Options for Control of Tropical Soda Apple and Dogfennel*. SS-AGR-300. Gainesville, FL: University of Florida Institute of Food and Agricultural Sciences. https://edis.ifas.ufl.edu/publication/ag306

Tropical Soda Apple Best Management Practices:

TAME Tropical Soda Apple: https://pesticide.ifas.ufl.edu/TropicalSodaApple/index.shtml

Publication History

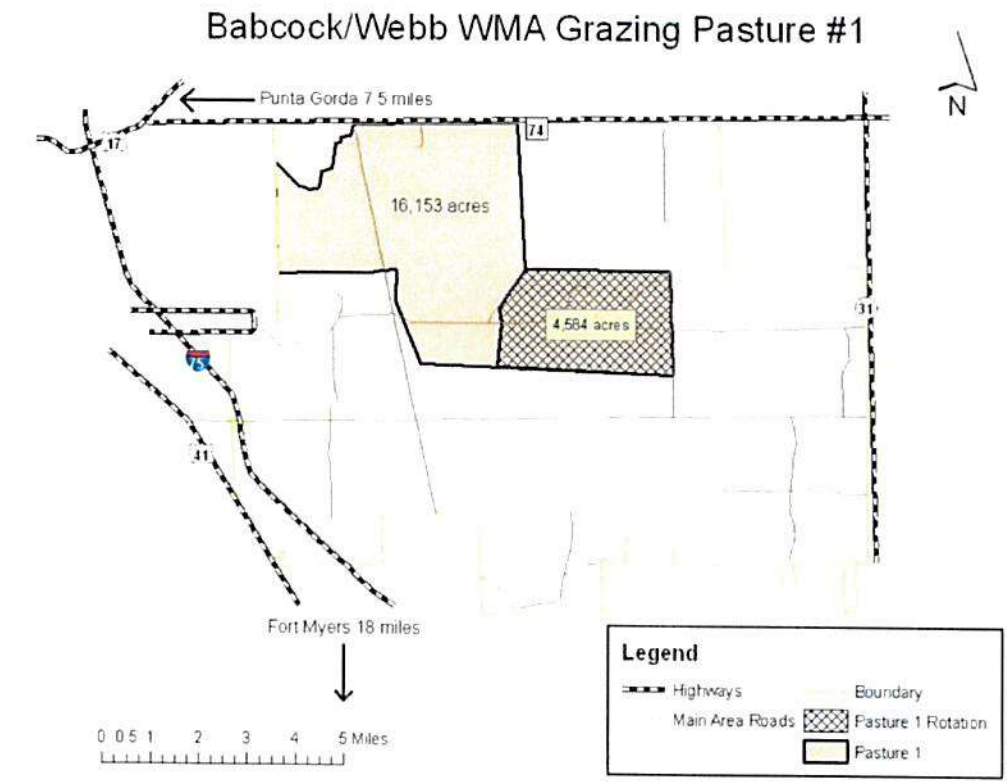
Since its original publication in print format in 1993, this fact sheet has undergone many revisions by various authors. The following previous versions are available in the UF Digital Library.

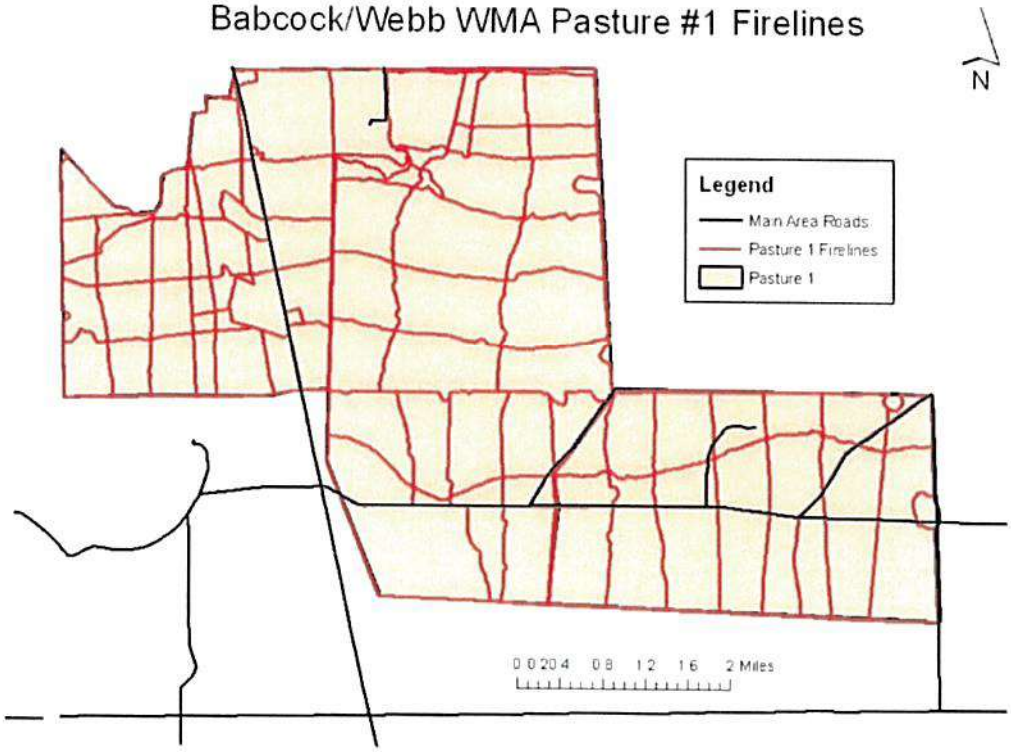
Mullahey, J. Jeffrey and Daniel L. Colvin. 1998. *Tropical Soda Apple: A New Noxious Weed in Florida*. WEC-7. [UFDC]

Mullahey, J. Jeffrey. 2003. Tropical Soda Apple: *A New Noxious Weed in Florida*. WEC-7. [UFDC]

Mullahey, J. Jeffrey, Jason Ferrell, and Brent Sellers. 2006. *Tropical Soda Apple: A Noxious Weed in Florida*. SS-AGR-77. [UFDC]

Exhibit III BABCOCK/WEBB WMA, PASTURE 1 GRAZING MAP





11.2.8 Contract #22291

Florida Fish & Wildlife Conservation Commission
Contract/Agreement Routing Review Form

1. TYPE: ☑ New ☐ Amendment #_____ ☐ Task Assignment #_____ ☐ Renewal/Extension ☐ Modification
☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 22291 **3. Contract Manager's Name/Telephone Number:** Byron A. Williams 850-617-9510

4. Project Manager: Andrew Pope **Date:** 5/26/2023 **Telephone #:** 941-833-2555 **Division/Office** HSC

5. ☑ **Financial** ☐ **Non-Financial** **Method of Procurement:** H-Agency Invitation to Bid [s. 287.057 (1)(a), FS] **Solicitation #:** 22/23-82

6. Project Title/Contract Description: Cattle Grazing Lease with Carlton Cattle Co. LLC on Babcock/Webb WMA Pasture 2

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 253,920.00/5 years	$	$	$

8. Contract Begin Date: Upon Execution **Original End Date:** 5 Yrs after Execution **New End Date:**

9. Vendor Name: Carlton Cattle Co. LLC **Telephone#:** 863-781-0436

10. Vendor's Contact Name: Matt Carlton **11. Vendor/Tax ID#** 26-1361440 **Seq.#**

12. Cost/Price Analysis Required? ☐ Yes ☑ No **13. Risk Assessment Required?** ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed				
	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.			
✓	**Contract Manager Name:** Byron A. Williams	Digitally signed by Byron A. Williams Date: 2023.06.05 15:34:18 -04'00'	**Date:** 6/5/2023	**FCCM #:** 22092
✓	*If not applicable, indicate with "N/A"* **Budget Reviewer Name:** Rosa Guthrie	Digitally signed by Rosa Guthrie Date: 2023.06.15 14:46:36 -04'00'	**Date:** 6/15/2023	**Edits:** ☐ Yes ☑ No
✓	*Delegate based on current Fiscal Year Delegation of Authority* **Div/Off Director or Delegate:** Ingrid Easom	Digitally signed by Ingrid Easom Date: 2023.06.15 15:51:16 -04'00'	**Date:** 6/15/2023	**Edits:** ☐ Yes ☑ No
	If not applicable, indicate with "N/A" **Chief Information Officer:**		**Date:** N/A	**Edits:** ☐ Yes ☐ No
✓	**FBO Contract Admin.:** Jordan Irving	Digitally signed by Jordan Irving Date: 2023.06.26 12:25:52 -04'00'	**Date:** 6/26/2023	**Edits:** ☑ Yes ☐ No
✓	*Applicable when one or more of the following applies (Over $325k, a five-year or longer contract term, Requires OED Execution), if none apply indicate with "N/A"* **General Services Section Leader:** P.T. Stone	Digitally signed by P.T. Stone Date: 2023.06.26 15:54:05 -04'00'	**Date:** 06/26/2023	**Edits:** ☐ Yes ☑ No

15. Contract Execution ***(MUST be Hard Copy Review/Signatures)***
If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Joseph Meyer — Digitally signed by Joseph Meyer Date: 2023.06.28 10:51:17 -04'00' **Date:** 06/28/2023

Print Name: _____

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: 6/28/2023 **Date Received Back from Vendor:** 7/12/2023

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams — Digitally signed by Byron A. Williams Date: 2023.07.13 08:57:30 -04'00' **Date:** 7/13/2023

Print Name: Byron A. Williams

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: _____ **Date:** _____

Print Name: N/A

If not applicable (under $500k or less than 5 years or does not require OED Execution), indicate with "N/A"

****Chief Operating Officer Signature:** Sarah Barrett — Digitally signed by Sarah Barrett Date: 2023.07.19 11:40:03 -04'00' **Date:** 7/19/2023

Print Name: Sarah Barrett

Executive Director or Designee Signature: Thomas H. Eason, Ph.D. — Digitally signed by Thomas H. Eason, Ph.D. Date: 2023.07.31 14:21:20 -04'00'

Print Name: Thomas H. Eason

EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 07/31/2023

FBO Contract Admin. Signature: Dana Ross — Digitally signed by Dana Ross Date: 2023.08.16 08:59:27 -04'00'

Date Received: 08/14/2023 **Print Name:** Dana Ross

Date Entered into FACTS: 08/16/2023

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

FWC CONTRACT/GRANT REVIEW FORM INSTRUCTIONS
(INCLUDES MOA/MOU's, INTER-AGENCY AGREEMENTS AND ANY OTHER TYPE OF CONTRACTUAL AGREEMENT)

1. **Type:** Check the box next to the appropriate type of agreement to indicate what is to be reviewed/executed. If the type is an Amendment or Task Assignment, also indicate the number (i.e. Amendment # 1 indicates this is the first amendment to this contract.)
2. **Contract Number:** For all new agreements, the Purchasing/Contract Administration Unit will assign FWC contract numbers. For all modifications/ amendments/renewals to an agreement, the Contract Manager must enter the contract number on the Contract/Grant Routing Review Form.
3. **Contract Manager's Name & Telephone #:** Enter the name and telephone number of the employee who is a Certified Contract Manager and is responsible for managing the contract. Select the appropriate acronym to indicate which Division/Office will manage the agreement or will fund the agreement.
4. **Project Manager:** Enter the name of the person who assisted in the preparation of the agreement and assists in ensuring the execution of the contract. This should be the person any reviewer can contact for questions regarding the project.
5. **Financial/Non-Financial:** Check the appropriate box to indicate if the agreement is financial (involves payments) or non-financial (no payments involved). Select the appropriate **Method of Procurement** to be used. This identifies the type of procurement from which the contract is derived.
6. **Project Title/Contract Description:** Provide a brief description of the commodities/services to be delivered or rendered.
7. Enter the **Original Contract Amount** total. If an amendment, enter the amount of the **Increase/Decrease** and the **Revised Contract Amount.**
8. **For new, unexecuted agreements**, enter the anticipated begin date and end date of contract/grant. **For existing or executed agreements**, enter the actual begin date (the execution date of the original contract/grant, or the date the last person signed the original contract/grant, whichever is later.) **For renewals**, enter the original end date as the date the agreement is expected to terminate. If the agreement is to be extended or has been extended, enter that date as the revised end date. The end date will change with each renewal.
9. **Vendor Name/Telephone #:** Enter the name and telephone number of the entity or person with whom we are contracting to provide commodities/services.
10. **Vendor's Contact Name:** Enter the name of the contractor's primary contact person during the contract term.
11. **Vendor/Tax ID#:** Enter the Vendor Number or the Tax ID Number of the "Contractor" of this contract/grant.
12. **"Cost/Price Analysis Required?":** If a Cost Analysis is required as per s.216.3475, check "Yes" and attach the analysis with this Contract/ Grant Routing Review Form. If it is not required, check "No".
13. **"Risk Assessment Required?"** Check "Yes" if a Financial Assistance Recipient Risk Assessment form has been completed. (Example: Sub-Recipients, flow through contracts or grants) Check "No" if not applicable. If you have any questions concerning whether Federal funding and/or State match was used, please contact your appropriate Budget Approver.
14. **Administrative Review:** This review is conducted prior to routing for Contract Execution in the order presented on the form and can be performed in either Electronic (via email and track changes) or Hard Copy format.
    - **Electronic Review -** *In order to maintain a comprehensive and transparent account of review/approve/disapprove, the electronic transmissions MUST be in a continuous string of emails. (i.e. Continuous forwarding from the original email sent by the Contract Manager for initial review/approval.)*
        - **Approved:** Each reviewer will click in the box under "Reviewed", type Reviewer name and date reviewed, click in the box next to "No" indicating no edits, and forward to the next applicable reviewer. Once all applicable reviewers designated in this section have reviewed, the final reviewer will forward the continuous email string with all documents attached to the Contract Manager. The Contract Manager will then prepare Hard Copy of documents to be submitted to Legal to begin the Contract Execution process.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer will utilize track changes/comments in the document(s) and forward the continuous email string to the Contract Manager to implement edits.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will forward the continuous email string with attached document(s) to the Contract Manager before the document(s) continue to the next reviewer.
    - **Hard Copy Review**
        - **Approved:** Each reviewer will initial under "Reviewed" to indicate approval, print name and date reviewed, check "No" indicating no edits, and route to the next applicable reviewer.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer, will initial under "Reviewed", print name and date reviewed, check "Yes" indicating edits, and route to the next applicable reviewer.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will print their name, date reviewed and check "Yes" indicating edits. The reviewer will return all documentation to the Contract Manager for editing before continuing to the next reviewer.
15. **Contract Execution:** *Contract Execution **MUST** be conducted in Hard Copy with original signatures and in the order presented on the form.*
    - **The Legal Office** review is required regardless of dollar amount. Once reviewed**,** Legal will return the document(s) to the Contract Manager to obtain Vendor Signature.
    - Contract Manager will indicate **Date Sent to Vendor** and **Date Received Back from Vendor**
    - **If no changes were made by the vendor,** the Contract Manager will sign the attestation indicating as such. **If changes were made by the vendor,** the Contract Manager will provide a documented list of changes and obtain Legal review prior to the completion of this form and execution of the contract.
    - **Chief Operating Officer** review is required if the Contract Amount is $500,000 or more.
    - **Executive Director or Designee** review is required regardless of the amount. **Designee** is based on the agency's approved Delegation of Authority. **Execution Date** is the date signed by the Executive Director or Designee. Once signed and dated, the Executed Contract will be sent in its entirety to the FWC Purchasing Contract Administration Unit (*Mail Station 4A2.*)
    - **FBO Contract Administration:** The employee within the Finance and Budget Office, Purchasing, Contract Administration Unit who receives the Executed Contract, will sign and indicate the **Date Received**.
    - **Date Entered in FACTS:** Once the Executed Contract has been entered into FACTS, the employee within the Finance and Budget Office, Purchasing, Contract Administration Unit will indicate the date entered.
    - **Should you have any questions completing the Contract /Grant Routing Review Form, please contact the Purchasing/Contract Administration Office at (850) 488-6551.**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: June 14, 2023

To: Contract Reviewers

From: Byron A. Williams
HSC/WHM

RE: Contract 22291, Cattle Grazing, Carlton Cattle Co. LLC, Babcock/Webb WMA, Pasture 2

Included for your review is the above referenced Contract which defines a Cattle Grazing Agreement between FWC and Carlton Cattle Co. LLC, on Babcock/Webb WMA, Pasture 2. The services were bid under ITB # FWC 22/23-82 and awarded to Carlton Cattle Co. LLC on Pasture 2. There were seven bidders on this competitive solicitation and Carlton Cattle Co. LLC submitted the highest responsive and responsible bid in the amount of $50,784.00 per year for the first five years and $50,784.00 per year for the second five years if renewed.

This will be a five (5) year contract commencing upon execution and ending five (5) years after execution. Mr. Matt Carlton is the President of Carlton Cattle Co. LLC.

Your prompt review and delivering to the next reviewer would be appreciated. Should there be any questions, please call me at 617-9510.

Thank you for your assistance.

Attachment (Original)

Cattle Grazing Revenue Generating Contract

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 22291

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Carlton Cattle Co. LLC, 26-1361440, whose address is 6895 State Road 64 East, Wauchula, FL 33873, hereinafter "Contractor," collectively, "Parties". If the Contractor is a corporation, its Florida corporate status must be current, and an individual must sign as the guarantor.

INTRODUCTORY CLAUSES

The Commission and Contractor intend to partner together to provide cattle grazing services in accordance with solicitation number FWC 22/23-82, this Contract, and the awarded vendor's response.

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes (F.S.); and Such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Contractor shall be provided access to Babcock/Webb WMA, Pasture 2 to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in solicitation number FWC 22/23-82 (Competitive Solicitation, Attachment A), which includes the Commission's Prescribed Grazing Plan (Scope of Work), Specifications for Fence Construction (Exhibit I), SS AGR-77, Tropical Soda Apple Information Bulletin (Exhibit II), XX WMA Grazing Map (Exhibit III) and any addenda.

The Commission and the Contractor intend to partner together to provide cattle grazing services in accordance with the Competitive Solicitation, this Contract, and the awarded vendor's response. The Competitive Solicitation and the awarded vendor's response are hereby attached and incorporated into this Contract.

Section 2. DELIVERABLES.

The following services or service tasks are identified as deliverables for the purposes of this Contract:

a. Performance of all services set forth in this Contract and the Scope of Work.

b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

Section 3. PROPERTY.

The property on which these activities described in this Contract will occur is shown in Exhibit III of this Contract. This is a Contract for the provision of cattle grazing by the Contractor and shall not be construed to be a lease of real property.

Section 4. DAMAGES TO STATE PROPERTY.

Any damage to state property (e.g., structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

Section 5. PERFORMANCE.

A. Contractor Performance.

The Contractor shall perform cattle grazing as described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The Contractor shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

B. Contractor Responsibilities.

Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

C. Commission Rights to Assign or Transfer.

Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

Section 6. COMPLIANCE WITH LAWS.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida

Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination. The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

Section 7. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by both Parties and expires five (5) years from that date, inclusive unless terminated earlier in accordance with its term.

B. Renewal – Competitive Procurement.

The Commission has the option to renew this Contract for a period of five (5) years after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor, if it desires to exercise this renewal option, will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission's Contract Manager.

C. Extension.

If this is a contract for contractual services, any extension of this contract as provided for in Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

Section 8. PAYMENTS.

A. Contractual Payment Schedule.

The Contractor shall submit the first semi-annual payment and the $80,000.00 Performance Bond within ten (10) consecutive calendar days after the execution of the Contract. The Commission shall invoice the Contractor for subsequent semiannual payments. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation Commission, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150. The contract and revenue (R) number should be included in the note field on all payments.

B. Stocking Rate.

The Contractor shall semi-annually pay the Commission $184.00 per animal grazing unit for the life of the contract ($25,392.00 total due semi-annually). Cattle shall be stocked at a rate not to exceed two hundred seventy-six (276) animal grazing units on BABCOCK/WEBB WMA PASTURE 2. The stocking rate will be adjusted if necessary, following any updated grazing plans by Natural Resources Conservation Service (NRCS). The stocking rate may only be increased with written permission by the Commission. The stocking rate may be decreased by

the Commission upon written notice to the Contractor if grazing is excessive for optimum wildlife management. The Contractor shall accordingly increase or decrease such stocking rate within 60 days of written notice by the Commission.

C. Contract Adjustments.

The initial annual Contract payment shall be adjusted if the Commission increases or decreases the stocking rate. The Commission shall notify the Contractor in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the Contractor shall pay the Commission the amount of such adjustment. The annual Contract payment shall also be adjusted if the Commission withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the Contractor. Within thirty (30) days of written notice by the Commission, the Contractor shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The Commission shall rebate the amount of such adjustment to the Contractor.

D. Late Fee.

Should the Contractor fail to make the semiannual Contract payment, Contractor shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due Contract payments will be at the expense of the Contractor.

Section 9. PERFORMANCE BONDS.

The Contractor shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. The Performance Bond shall be submitted to the Commission's Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the purchase order or contract number assigned to the project by the Commission, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Contractor is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the Contractor does not perform the yearly fire line disking requirement, fence maintenance, holding pens maintenance or in case of a default violation according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the Contractor.

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based upon 12-month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid), plus the estimated value of fence maintenance each year ($10,000.00), plus the estimated cost of disking fire lines each year (total length of 150 miles X

2 at $60.00 per mile). The performance bond number calculated will be rounded up to nearest $5000 increment. Example: If the total number comes to $17,595.00 then the annual bond requirement will be set at $20,000.

Work shall not begin before the Commission receives the Performance Bond and Power of Attorney. Failure to provide a Performance Bond and Power of Attorney may be grounds to find the Contractor in default, which could include cancellation of the Contract, and/or the Contractor's removal from the State's approved vendor list for future solicitations.

Failure of the Contractor to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the Contract or provide a new bond annually within thirty (30) consecutive calendar days of the Commission's semi-annual invoice date during the term of this Contract may be grounds to find the Contractor in default, which could include; cancellation of the Contract, and/or the Contractor removal from the FWC approved vendor list for future solicitations.

The Contractor is required to submit the original of the Performance Bond and original of the Power of Attorney to the Commission's Contract Manager. Additionally, the Contractor is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the Contractor shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation Commission
Attn: WHM Contract Manager-FWC 20/21-63
620 South Meridian Street, M/S – 10
Tallahassee, Florida, 32399-1600

Section 10. MONITORING.

The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A.

Section 11. CONTRACTOR RESPONSIBILITIES.

A. Marking Ownership.

The Contractor shall mark all cattle with the Contractor's brand, tag, or other owner identification before releasing the cattle for grazing on the above Commission land. The Contractor shall mark all calves born in the grazing lands at the first gathering after their births, which shall be undertaken within six months of such births. All cattle grazed under this Contract shall be the property of the Contractor and therefore the sole responsibility of the Contractor.

B. Fence Maintenance and Holding Pens.

The Contractor shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The Contractor shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in

Exhibit I, attached hereto. All fences, gates, and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property to the standards of the attached fence specifications (Exhibit 1). Contractor shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be the sole and exclusive expense of the Contractor, except stated under "COMMISSION RESPONSIBILITIES". **The fencing shall be inspected regularly including one complete annual inspection with repairs during the dry season (January – April). The Contractor will provide FWC (Contract Manager and Lead Area Biologist) documentation of the regular and annual inspections including the location of the repairs and what repairs were performed no later than one week after the regular and annual inspection is performed.** Each annual inspection must include the tightening of any loose wire, replacement of any missing staples, replacement of any missing or rotten wire, replacement of any rotten posts and rehang any malfunctioning gates. The Contractor shall promptly remove storm debris from fencing and make the appropriate repairs. The Contractor shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the Commission upon termination of this Contract. Furthermore, the Contractor shall be required to use only the Commission's furnished key or combination locks for said gates.

Failure of the Contractor to properly maintain the holding pens and fences shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the Commission.

C. Grazing Accoutrements.

The Contractor shall be required to have the Commission's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The Contractor shall be required to maintain all fences within authorized grazing units in accordance with specifications in Exhibit I and other constructed physical alterations or improvements to the grazing lands that are necessary to the Contractor's grazing operations, and which are necessary for the Contractor to fulfill the covenants to which he or she is bound. The Contractor shall not cross-fence the grazing lands without prior written approval of the Commission. Hay shall not be brought onto the property for supplemental feeding. Pellets, minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the Commission. All supplemental feeding sites shall be located to avoid imperiled species and the locations shall be approved by the Project Manager. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the Contractor shall remain the property of the Contractor and the Contractor shall expeditiously remove same upon termination of this Contract and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the Commission.

D. Ground Disturbing Activities.

The Contractor shall not initiate any ground disturbing activities including construction of ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the Commission except as outlined herein. These restrictions do not exempt the Contractor from the annual fire line maintenance requirement.

E. Exotic Vegetation.

In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a designated quarantine pen on the BABCOCK/WEBB WMA PASTURE 2 before being released to graze on other pastures. The quarantine pen and grazing units may be inspected at various times by the Project Manager. If it can be determined that the Contractor's cattle are spreading Tropical Soda Apple and/or other exotics because cattle were not held for the full required quarantined period, the Contractor will be responsible for the elimination of the exotics in the other infested pastures. The Contractor is responsible for maintaining the quarantine pen free of exotics between quarantines.

Exotic plant elimination shall be done in accordance with Exhibit II attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the Contract, forfeiture of Performance Bond and immediate payment of remaining Contract fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

F. Water Control Structures.

The Contractor shall not manipulate any water control structures and/or water level monitoring staff gauges.

G. Fire Lines.

No less than once every 12 months between October 15 and January 15 of each year, the Contractor shall disk existing fire lines (150 miles) of no less than ten-foot widths within the authorized grazing units. Such fire lines shall divide established burn units and completely encircle the perimeter of each management/pasture unit within the contracted area as identified in Exhibit III, attached hereto. Such fire lines shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (e.g., soil remains in fire line to avoid creating a ditch). The Contractor may request from the Commission, in writing, an extension of time past January 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The Contractor may request from the Commission, in writing, to disk fire lines in a different time of year. Contractor shall disk fire lines following written acceptance of the request by the Project Manager. Such request for extension shall be made by the Contractor on or before October 1 of each year. Approval for such extension must be in writing from the Commission and shall specify the date upon which the extension shall expire. The granting of an extension for fire line maintenance shall not be unreasonably withheld.

Failure of the Contractor to properly disk no earlier than October 15 of each calendar year and no later than January 15 of the following calendar year or such date upon which any extension shall expire if such extension is approved by the Commission, shall allow the Commission to make a claim on the Performance Bond. In the event of such a claim, the Contractor shall provide the monies from the Performance Bond to the Commission immediately upon notification by the Commission.

H. Burning.

The Contractor specifically agrees not to willfully set fire or allow any agent or employee of the Contractor to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of the Contract after review by the Commission. If it is determined by the

Commission that the Contractor was negligent, the negligence shall provide grounds for a claim against the Contractor's Performance Bond.

I. Vehicles.

The Contractor shall register with the Contract Manager any vehicles used by the Contractor, its agents and employees on the grazing lands. Only registered vehicles may operate as part of this Contract.

J. Camping.

The Contractor shall not allow camping, except as approved in writing by the Commission and at campsites designated by the Commission.

K. Gathering Notice.

The Contractor shall give no fewer than seven days written notice to the Commission and other Contractor's whose use or contract adjoins the grazing lands, prior to the gathering or round-up of cattle within the grazing lands.

L. Regulations.

The Contractor shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the Contractor shall be responsible to the Commission under this Contract for its agents and employees so abiding by all such laws, rules and regulations.

M. Assignment.

The Contractor shall not assign any or all of the rights, liabilities, duties or obligations of the Contract nor subcontract any part of the grazing lands, without the prior written approval of the Commission.

Section 12. COMMISSION ACTIVITIES AND RESPONSIBILITIES.

In consideration of this Contract, Commission permits Contractor to utilize the Property to Contractor's benefit in accordance with this Contract. The Commissions' activities and responsibilities in regard to the Property will be as follows:

A. Land Management and Public Use.

Commission shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the Contractor's activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. Commission will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the Contractor. The Commission may engage in land management, controlled burns and exotic plant control activities, which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by Commission personnel, or under Commission supervision. The Contractor shall not willfully nor negligently set fire or allow any agent or employee of the Contractor to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

B. Withdrawal of Acreage.

When the Commission, in its sole discretion, determines that it is necessary for wildlife management or other management reasons (including but not limited to a sale or other

disposition of all or part of the Property), to withdraw acreage from the Property, such acreage shall be withdrawn upon 60 days' notice to Contractor. Upon such withdrawal, the Commission shall notify the Contractor of the reduction of payments due under this Contract. Such reduction shall be determined by the Commission based on the price paid by the Contractor per animal unit, times the number of animal units permitted on the reduced acreage.

C. Fence.
The Commission, at its discretion, may install new fencing, and shall coordinate such activities with those of the Contractor.

D. Burning.
All burning prescribed shall be conducted by the Commission and/or its authorized agents.

E. Outdoor Recreation.
The Commission shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the Contractor activities authorized under this Contract.

F. Mineral use.
The Commission shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the Contractor are confined solely to the grazing of cattle.

G. Other Uses.
The Commission shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

Section 13. TERMINATION.
A. Unilateral Termination.
Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the Commission, the Contractor may be given reasonable time, determined by the sole discretion of the Commission, to remove equipment, etc. In the event of termination under this provision by the Contractor, the Contractor must ensure all provisions that impact the condition of the WMA (fencing, roads, etc.) and/or payments owed must be paid in full including any partial payments due the Commission for use days since last payment before Contract closeout.

B. Termination – Fraud or Willful Misconduct.
This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

C. Termination – Late Payments
This Contract shall terminate upon the Commission giving written notice to the Contractor in the event the annual Contract payment is not paid when due. Such termination is at the option of the Commission.

D. Termination – Other.
The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all

terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Contractor of its intent to terminate the Contract for cause. In the notice, the Commission shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Contractor does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Contract will be terminated for cause. At that time, the Commission will send a second notice to the Contractor noting that this Contract is being terminated for cause upon receipt of the notice and documenting the reasons this Contract is being terminated. The Commission reserves the right in its sole discretion to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

E. Contractor Discontinuation of Activities After Termination Notice.

If the Contract is terminated upon written notice, the Contractor shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands. Additionally, at the end of the Lease the Contractor shall have thirty (30) days to remove his cattle from the grazing lands.

Section 14. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. The designation of a new Contract Manager shall not require a formal Amendment to the Contract.

COMMISSION CONTRACT MANAGER CONTACT INFORMATION:

Byron Williams
Contract Manager
Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399
850-617-9510
Byron.williams@myfwc.com

CONTRACTOR CONTRACT MANAGER CONTACT INFORMATION:

Matt Carlton
President
Carlton Cattle Co. LLC
6895 State Road 64 East
Wauchula, FL 33873
863-781-0436
mattcarlton@hotmail.com

Section 15. AMENDMENT.

A. Waiver or Modification.
No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

B. Change Orders.
The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.
The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

Section 16. RELATIONSHIP OF THE PARTIES.

A. Independent Contractor.
The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

B. Contractor Training Qualifications.
Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.
All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.
Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

E. Commission Rights to Undertake or Award Supplemental Contracts.
Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 17. SUBCONTRACTS.

Select an option.

A. Authority.

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A.

B. Contractor Payments to Subcontractor.

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor.

The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

Section 18. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees.

This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.

B. Convicted Vendors.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.

Scrutinized Companies. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

D. Discriminatory Vendors.

Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Contract, Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

Section 19. INSURANCE.

A. Reasonably Associated Insurance.

During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of $100,000.00 per accident, $100,000.00 per person, and $500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.
During the Contract term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in Attachment A.

E. Written Verification of Insurance.
Upon execution of this Contract, the Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.
The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

Section 20. PUBLIC RECORDS.

A. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

i. **IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE Contractor's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 21. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 22. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

Section 23. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities.

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.
The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention.
Unless otherwise specified in the Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors.
In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Section 24. FEDERAL COMPLIANCE.
As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.
All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.
This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.
This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.
The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.
The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause

a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 25. INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 26. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Section 27. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each Party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The Party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other Party ten working days from receipt of the notice to respond in writing.

ii. If the Party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other Party within seven (7) days.

iii. The Parties have two weeks after notice to agree in writing upon a mediator.

iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.

c. The terms of this Contract and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any Party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail

to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 28. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Contract, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 29. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of quantum meruit.

Section 30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a Party to this Contract.

Section 31. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

Section 32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager in writing of the delay

or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE Contractor's SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

Section 33. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Attachment A.

Section 34. MEDIA REQUESTS.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Contract, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

Section 35. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachment A, if the Contractor intends to use a small Unmanned Aircraft System (sUAS) at any time throughout the duration of the Contract, the Contractor shall request approval from the Commission in writing prior to use. Upon request by the Commission, the Contractor shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Contractor in writing of the approval or rejection of the request. If approved, the Contractor will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating the sUAS.

Section 36. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the

Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

Contractor Execution Signature	**Commission execution signature**
Carlton Cattle Co. LLC	**Florida Fish and Wildlife Conservation Commission**
James Matt Carlton	Thomas H. Eason, Ph.D. Digitally signed by Thomas H. Eason, Ph.D. Date: 2023.07.31 14:22:34 -04'00'
Contractor Signature	Executive Director (or Designee) Signature
James Matt Carlton	Thomas H. Eason, Ph.D.
Print Name	Print Name
Pres	Assistant Executive Director
Title	Title
7/3/23	07/31/2023
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, FWC 22/23-82 Invitation to Bid
- Attachment B, Vendor Response
- Exhibit I Specifications for Fence Construction
- Exhibit II SS AGR-77, Tropical Soda Apple Information Bulletin
- Exhibit III BABCOCK/WEBB WMA Pasture 2 Grazing Map

11.2.9 Contract #17254

Florida Fish & Wildlife Conservation Commission
Contract/Grant Routing Review Form

1. TYPE: ☑ New ☐ Amendment # ☐ Task Assignment # ☐ Renewal/Extension ☐ Modification ☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 17254 | 3. Contract Manager's Name/Telephone Number: Byron A. Williams 850-617-9510

4. Project Manager: Byron A. Williams | Date: 2/21/2018 | Telephone #: (850) 617-9150 | Division/Office HSC

5. ☑ Financial ☐ Non-Financial | Method of Procurement: H-Agency Invitation to Bid Is. 287.057 (1)(a), FS | Solicitation #: FWC 17/18

6. Project Title/Contract Description: Carlton Cattle Co, LLC. Cattle Grazing Pasture 3 of the Babcock Webb WMA

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 14,144.00/year	$ N/A	$ N/A	$ N/A

8. Contract Begin Date: Upon execution | Original End Date: | New End Date: N/A

9. Vendor Name: Carlton Cattle Co LLC | Telephone#: (863) 781-0436

10. Vendor's Contact Name: James Carlton | 11. Vendor/Tax ID# 26-1361440 | Seq.#

12. Cost/Price Analysis Required? ☐ Yes ☑ No | 13. Risk Assessment Required? ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.		
BAW	Contract Manager Name: Byron A. Williams	Date: 2/21/2018	FCCM #:
[illegible]	If not applicable, indicate with "N/A" Budget Reviewer Name: [signature]	Date: 2/22/18	Edits: ☐ Yes ☑ No
[illegible]	Delegate based on current Fiscal Year Delegation of Authority Div/Off Director or Delegate: Lawson E Snyder	Date: 2/22/18	Edits: ☐ Yes ☑ No
	If not applicable, indicate with "N/A" Chief Information Officer: N/A	Date:	Edits: ☐ Yes ☐ No
✓	FBO Contract Admin.: Kat Ethridge	Date: 2/23/18	Edits: ☐ Yes ☑ No
	If not applicable (Under $325k), indicate with "N/A" General Services Section Leader: NA	Date:	Edits: ☐ Yes ☐ No

15. Contract Execution *(MUST be Hard Copy Review/Signatures)*

If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: [signature] Date: 2/23/18

Print Name: Anthony Piazzo

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: _____ Date Received Back from Vendor: _____

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: [signature] Date: 2/23/18

Print Name: BYRON A. WILLIAMS

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: N/A Date: _____

Print Name: _____

If not applicable (under $500k), indicate with "N/A".

**Chief Operating Officer Signature: N/A Date: _____

Print Name: _____

Executive Director or Designee Signature: [signature] EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 3/15/18

Print Name: Lawson E Snyder

FBO Contract Admin. Signature: _____ Date Entered into FACTS: _____

Date Received: _____ Print Name: _____

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

22 FEB 2018 PM 4:28

Florida Fish & Wildlife Conservation Commission
Contract/Grant Routing Review Form

1. TYPE: ☑ New ☐ Amendment # ☐ Task Assignment # ☐ Renewal/Extension ☐ Modification ☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 17254 | 3. Contract Manager's Name/Telephone Number: Byron A. Williams 850-617-9510

4. Project Manager: Byron A. Williams | Date: 2/21/2018 | Telephone #: (850) 617-9150 | Division/Office HSC

5. ☑ Financial ☐ Non-Financial | Method of Procurement: H-Agency Invitation to Bid Is. 287.057 (1)(a), FSI | Solicitation #: FWC 17/18

6. Project Title/Contract Description: Carlton Cattle Co, LLC. Cattle Grazing Pasture 3 of the Babcock Webb WMA

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 14,144.00/year	$ N/A	$ N/A	$ N/A

8. Contract Begin Date: Upon execution | Original End Date: | New End Date: N/A

9. Vendor Name: Carlton Cattle Co LLC | Telephone#: (863) 781-0436

10. Vendor's Contact Name: James Carlton | 11. Vendor/Tax ID# 26-1361440 | Seq.#

12. Cost/Price Analysis Required? ☐ Yes ☑ No | 13. Risk Assessment Required? ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed	
	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.
BAW	**Contract Manager Name:** Byron A. Williams — **Date:** 2/21/2018 — **FCCM #:**
	If not applicable, indicate with "N/A" **Budget Reviewer Name:** — **Date:** 2/22/18 — **Edits:** ☐ Yes ☑ No
	Delegate based on current Fiscal Year Delegation of Authority **Div/Off Director or Delegate:** Lawson E Snyder — **Date:** 2/22/18 — **Edits:** ☐ Yes ☑ No
	If not applicable, indicate with "N/A" **Chief Information Officer:** N/A — **Date:** — **Edits:** ☐ Yes ☐ No
✓	**FBO Contract Admin.:** Kat Ethridge — **Date:** 2/23/18 — **Edits:** ☐ Yes ☑ No
	If not applicable (Under $325k), indicate with "N/A" **General Services Section Leader:** NA — **Date:** — **Edits:** ☐ Yes ☐ No

15. Contract Execution *(MUST be Hard Copy Review/Signatures)*

If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Anthony Piazzo — **Date:** 2/23/18

Print Name: Anthony Piazzo

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: _____ **Date Received Back from Vendor:** _____

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams — **Date:** 2/23/18

Print Name: BYRON A. WILLIAMS

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: N/A — **Date:** _____

Print Name: _____

If not applicable (under $500k), indicate with "N/A".

****Chief Operating Officer Signature:** N/A — **Date:** _____

Print Name: _____

Executive Director or Designee Signature: Lawson E Snyder — **EXECUTION DATE:** *(Date Signed by Ex. Dir or Designee)* 3/15/18

Print Name: Lawson E Snyder

FBO Contract Admin. Signature: Kat Ethridge — Date entered into Contract Archives 3/19/18 — **Date Entered into FACTS:** NA

Date Received: 3/15/2018 **Print Name:** Kat Ethridge

****Contract Attestation,** if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

22 FEB 2018 PM 4:28

FWC-167 (Revised – 4/2016)

CONTRACT FOR
GRAZING ON BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), PASTURE 3

This CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter "COMMISSION" and Carlton Cattle Co., LLC, hereinafter called the "CONTRACTOR". If the CONTRACTOR is a corporation, its Florida corporate status must be current and an individual must sign as the guarantor.

NOW THEREFORE, the COMMISSION and the CONTRACTOR, for the consideration hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The CONTRACTOR shall be provided access to **PASTURE 3 OF THE** BABCOCK/**WEBB WILDLIFE MANAGEMENT AREA (WMA),** to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in the ITB # FWC 17/18-61 which includes the COMMISSION'S Prescribed Grazing Plan. The term "Scope of Work" when used in this Contract shall include ITB # FWC 17/18-61 and Exhibits I, II, III and IV of this Contract.

The COMMISSION and the CONTRACTOR intend to partner together to provide cattle grazing services in accordance with ITB # FWC 17/18-61, this Contract, and the awarded vendor's response. ITB # FWC 17/18-61 and the awarded vendor's response are hereby attached and incorporated into this contract. In case of any conflict, the order of precedence and prevailing terms shall be in this order; ITB# FWC 17/18-61, this Contract, and the awarded vendor's response.

2. **PERFORMANCE.** The CONTRACTOR shall perform cattle grazing as described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the CONTRACTOR. The CONTRACTOR shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The CONTRACTOR shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report. Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission's Contract Manager. The

Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488- 3427 will assist with questions and answers.

Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

DELIVERABLES

The following services or service tasks are identified as deliverables for the purposes of this Contract:

a. Performance of all services set forth in this Contract and the Scope of Work.
b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

3. PROPERTY. The property on which these activities described in this Contract will occur is shown in Exhibit IV of this Contract. This is a Contract for the provision of cattle grazing by the CONTRACTOR, and shall not be construed to be a lease of real property.

4. TERM. This Contract shall begin upon execution by both parties and end five (5) years from that date, inclusive unless terminated earlier in accordance with its term.

5. RENEWAL. The Commission has the option to renew this Contract for a period of five (5) years after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission's Contract Administrator.

6. AMENDMENT OR MODIFICATION.

Waiver or Modification. No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both parties.

Change Orders. The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.

Renegotiation upon Change in Law or Regulations. The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

7. CONTRACTOR'S RESPONSIBILITIES. In addition to the general provisions of this Contract the CONTRACTOR shall have the following specific responsibilities:

7.1 **CONTRACTUAL PAYMENT SCHEDULE.** The CONTRACTOR shall submit the first semi-annual payment and the $ 45,000.00 Performance Bond within ten (10) consecutive calendar days after the execution of the contract. The COMMISSION shall invoice the CONTRACTOR for subsequent semiannual payments. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation COMMISSION, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150. The contract and revenue (R) number should be included in the note field on all payments.

7.2 The CONTRACTOR shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. The Performance Bond shall be submitted to the COMMISSION's Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the CONTRACTOR, the Surety, the COMMISSION's full name, the purchase order or contract number assigned to the project by the COMMISSION, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the COMMISSION, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. CONTRACTOR is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the CONTRACTOR does not perform the yearly fire line disking requirement, fence maintenance, holding pens maintenance or in case of a default violation according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the CONTRACTOR.

In lieu of a Performance Bond, the COMMISSION may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based upon 12-month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid), plus the estimated value of fence maintenance each year ($5,000.00), plus the estimated value of each holding pen ($15,000.00 each), plus the estimated cost of disking fire lines each year (total length of 104 miles X 2 @$35.00 per mile). The performance bond number calculated will be rounded up to nearest $5000 increment. Example: If the total number comes to $17,595.00 then the annual bond requirement will be set at $20,000.

Work shall not begin before the COMMISSION receives the Performance Bond and Power of Attorney. Failure to provide a Performance Bond and Power of Attorney may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the State's approved vendor list for future solicitations.

Failure of the CONTRACTOR to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the contract or provide a new bond annually within thirty (30) consecutive calendar days of the COMMISSIONS semi-annual invoice date during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the FWC approved vendor list for future solicitations.

The CONTRACTOR is required to submit the original of the Performance Bond and original of the Power of Attorney to the COMMISSION'S Contract Manager. Additionally, the CONTRACTOR is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the CONTRACTOR shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:
Florida Fish and Wildlife Conservation Commission
Attn: WHM Contract Manager
FWC 17/18-61
620 South Meridian Street, M/S - 10
Tallahassee, Florida, 32399-1600

COPY OF ORIGINALS MAILED TO:
Florida Fish and Wildlife Conservation Commission
Attn: WHM Section Leader
620 South Meridian Street, M/S - 10
Tallahassee, Florida, 32399-1600

7.3 **STOCKING RATE.** The CONTRACTOR shall semi-annually pay the COMMISSION $68.00 per animal grazing unit for the first year of grazing ($7,072.00 semi-annually for a first year total of $14,144.00). Cattle shall be stocked at a rate not to exceed 208 animal grazing units on **PASTURE 3 OF THE BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA),** based on the 2017 Prescribed Grazing Plan (completed by NRCS for the WMA). The stocking rate will be adjusted if necessary following any updated grazing plans by NRCS. The stocking rate may only be increased with written permission by the COMMISSION. The stocking rate may be decreased by the COMMISSION upon written notice to the CONTRACTOR if grazing is excessive for optimum wildlife management. The CONTRACTOR shall accordingly increase or decrease such stocking rate within 60 days of written notice by the COMMISSION.

7.4 **MARKING OWNERSHIP.** The CONTRACTOR shall mark all cattle with the CONTRACTOR's brand, tag, or other owner identification before releasing the cattle for grazing on the above COMMISSION land. The CONTRACTOR shall mark all calves born in the grazing lands at the first gathering after their births, which shall be undertaken within six months of such births. All cattle grazed under this CONTRACT shall be the property of the CONTRACTOR and therefore the sole responsibility of the CONTRACTOR.

7.5 **FENCE MAINTENANCE AND HOLDING PENS.** The CONTRACTOR shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The CONTRACTOR shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in **Exhibit I**, attached hereto. All fences, gates and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property. CONTRACTOR shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be at the sole and exclusive expense of the CONTRACTOR, except as stated under "COMMISSION RESPONSIBILITIES". The CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

Failure of the CONTRACTOR to properly maintain the holding pens and fences shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

7.6 **GRAZING ACCOUTREMENTS.** The CONTRACTOR shall be required to have the COMMISSION's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The CONTRACTOR shall be required to maintain all fences within authorized grazing units in accordance with specifications in **Exhibit I** and other constructed physical

alterations or improvements to the grazing lands that are necessary to the CONTRACTOR's grazing operations and which are necessary for the CONTRACTOR to fulfill the covenants to which he or she is bound. The CONTRACTOR shall not cross-fence the grazing lands without prior written approval of the COMMISSION. Hay shall not be brought onto the property for supplemental feeding. Pellets, minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the COMMISSION. All supplemental feeding sites shall be located to avoid imperiled species and the locations shall be approved by the Project Manager. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the CONTRACTOR shall remain the property of the CONTRACTOR and the CONTRACTOR shall expeditiously remove same upon termination of this CONTRACT and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the COMMISSION.

7.7 **GROUND DISTURBING ACTIVITIES.** The CONTRACTOR shall not initiate any ground disturbing activities including construction of ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the COMMISSION except as outlined herein. These restrictions do not exempt the CONTRACTOR from the annual fire line maintenance requirement.

7.8 **EXOTIC VEGETATION**: In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a designated quarantine pen on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA)** before being released to graze on other pastures. The quarantine pen and grazing units may be inspected at various times by the Project Manager. If it can be determined that the CONTRACTORS' cattle are spreading Tropical Soda Apple and/or other exotics because cattle were not held for the full required quarantined period, the CONTRACTOR will be responsible for the elimination of the exotics in the other infested pastures. The CONTRACTOR is responsible for maintaining the quarantine pen free of exotics between quarantines.

Exotic plant elimination shall be done in accordance with **Exhibit II** attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the CONTRACT, forfeiture of Performance Bond and immediate payment of remaining CONTRACT fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

7.9 **FIRE LINES.** No less than once every 12 months between October 15 and January 15 of each year, the CONTRACTOR shall disk existing fire lines (104 miles) of no less than ten-foot widths within the authorized grazing units. Such fire lines shall divide established burn units and completely encircle the perimeter of each

management/pasture unit within the contracted area as identified in **Exhibit III**, attached hereto. Such fire lines shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (i.e. soil remains in fire line to avoid creating a ditch). The CONTRACTOR may request from the COMMISSION, in writing, an extension of time past January 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The CONTRACTOR may request from the COMMISSION, in writing, to disk fire lines in a different time of year. CONTRACTOR shall disk fire lines following written acceptance of the request by the Project Manager. Such request for extension shall be made by the CONTRACTOR on or before October 1 of each year. Approval for such extension must be in writing from the COMMISSION and shall specify the date upon which the extension shall expire. The granting of an extension for fire line maintenance shall not be unreasonably withheld.

Failure of the CONTRACTOR to properly disk no earlier than October 15 of each calendar year and no later than January 15 of the following calendar year or such date upon which any extension shall expire if such extension is approved by the COMMISSION, shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

7.10 **WATER CONTROL STRUCTURES**. The CONTRACTOR shall not manipulate any water control structures and/or water level monitoring staff gauges.

7.11 **BURNING.** The CONTRACTOR specifically agrees not to willfully set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of the CONTRACT after review by the COMMISSION. If it is determined by the COMMISSION that the CONTRACTOR was negligent, the negligence shall provide grounds for a claim against the CONTRACTOR's Performance Bond.

7.12 **VEHICLES.** The CONTRACTOR shall register with the Contract Manager any vehicles used by the CONTRACTOR, its agents and employees on the grazing lands. Only registered vehicles may operate as part of this Contract.

7.13 **CAMPING.** The CONTRACTOR shall not allow camping, except as approved in writing by the COMMISSION and at campsites designated by the COMMISSION.

7.14 **GATHERING NOTICE.** The CONTRACTOR shall give no fewer than seven days written notice to the COMMISSION and other CONTRACTOR's whose use or contract adjoins the grazing lands, prior to the gathering or round-up of cattle within the grazing lands.

7.15 **REGULATIONS:** The CONTRACTOR shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and

use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the CONTRACTOR shall be responsible to the COMMISSION under this CONTRACT for its agents and employees so abiding by all such laws, rules and regulations.

7.16 **ASSIGNMENT:** The CONTRACTOR shall not assign any or all of the rights, liabilities, duties or obligations of the CONTRACT nor subcontract any part of the grazing lands, without the prior written approval of the COMMISSION.

7.17 **INDEMNITY:** If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

7.18 **INSURANCE:** The CONTRACTOR shall, throughout the term of this CONTRACT, at his own cost and expense, provide, maintain and keep in force general liability insurance (including personal injury and property damage), insuring against liability for injury to persons or property occurring in, on or about the property or arising out of CONTRACTOR's possession, use, occupancy or maintenance thereof in an amount not less than $500,000 (Five Hundred Thousand Dollars) per occurrence and $1,000,000 annual aggregate for bodily injury and not less than $100,000 per occurrence and $300,000 annual aggregate for property damage and comprehensive automobile liability coverage with limits of not less than $300,000 combined single limit for bodily injury and property damage. The COMMISSION shall be named as an additional insured, under such insurance.
CONTRACTOR is to ensure the General Liability Insurance Company issuing the Certificate of Liability Insurance indicates the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600 in the Certificate Holder section of the certificate form and references the FWC Contract Number in the Description of Operations section of the form.

Failure of the CONTRACTOR to provide Insurance or to continuously maintain the insurance in effect during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the Commission's approved vendor list for future solicitations.

7.19 **RECORD KEEPING REQUIREMENTS:**

Contractor Responsibilities. The Contractor shall maintain accurate books, records,

documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

State Access to Contractor Books, Documents, Papers, and Records. The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

7.20 **PUBLIC RECORDS:**

This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

Pursuant to Section 119.0701, F.S., the Contractor shall comply with the following:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost

that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

7.21 **PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS:** All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

7.22 **COOPERATION WITH INSPECTOR GENERAL:** Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

8. **COMMISSION ACTIVITIES AND RESPONSIBILITIES**. In consideration of this Contract, COMMISSION permits CONTRACTOR to utilize the Property to CONTRACTOR'S benefit in accordance with this Contract. The COMMISSIONS' activities and responsibilities in regard to the Property will be as follows:

8.1 **LAND MANAGEMENT AND PUBLIC USE.** COMMISSION shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the CONTRACTOR'S activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. COMMISSION will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the CONTRACTOR. The COMMISSION may engage in

land management, controlled burns and exotic plant control activities, which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by COMMISSION personnel, or under COMMISSION supervision. The CONTRACTOR shall not willfully nor negligently set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

8.2 **WITHDRAWAL OF ACREAGE.** When the COMMISSION, in its sole discretion, determines that it is necessary for wildlife management or other management reasons (including but not limited to a sale or other disposition of all or part of the Property), to withdraw acreage from the Property, such acreage shall be withdrawn upon 60 days' notice to CONTRACTOR. Upon such withdrawal, the COMMISSION shall notify the CONTRACTOR of the reduction of payments due under this Contract. Such reduction shall be determined by the COMMISSION based on the price paid by the CONTRACTOR per animal unit, times the number of animal units permitted on the reduced acreage.

9. COMMISSION'S RIGHTS AND RESPONSIBILITIES

9.1 **FENCE**. The COMMISSION, at its discretion, may install new fencing, and shall coordinate such activities with those of the CONTRACTOR.

9.2 **BURNING.** All burning prescribed shall be conducted by the COMMISSION and/or its authorized agents.

9.3 **OUTDOOR RECREATION.** The COMMISSION shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the CONTRACTOR activities authorized under this CONTRACT.

9.4 **MINERAL USE.** The COMMISSION shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the CONTRACTOR are confined solely to the grazing of cattle.

9.5 **OTHER USES.** The COMMISSION shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

9.6 **SUBCONTRACTS**

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract in writing; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document

available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

Commission Right to Reject Subcontractor Employees. The Commission shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

Subcontractor as Independent Contractor. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

10. SPECIAL CONDITIONS

10.1 **CONTRACT ADJUSTMENTS**. The initial annual CONTRACT payment shall be adjusted if the COMMISSION increases or decreases the stocking rate. The COMMISSION shall notify the CONTRACTOR in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the CONTRACTOR shall pay the COMMISSION the amount of such adjustment. The annual CONTRACT payment shall also be adjusted if the COMMISSION withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the CONTRACTOR. Within thirty (30) days of written notice by the COMMISSION, the CONTRACTOR shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The COMMISSION shall rebate the amount of such adjustment to the CONTRACTOR.

10.2 **LATE FEE.** Should the CONTRACTOR fail to make the semiannual CONTRACT payment, CONTRACTOR shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due CONTRACT payments will be at the expense of the CONTRACTOR.

10.3 **TERMINATION.** This CONTRACT may be terminated in the following ways:

a. This CONTRACT shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud or willful misconduct or breach of this CONTRACT. The COMMISSION at its option may allow up to thirty (30) calendar days to correct a breach of this CONTRACT.

b. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR in the event the annual CONTRACT payment is not paid when due. Such termination is at the option of the COMMISSION.

c. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR, in the event the CONTRACTOR, his agents or employees fail to abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and the use of grazing lands as herein provided, or for failing to abide by other laws and rules of the State of Florida.

d. This CONTRACT shall terminate sixty (60) days following the COMMISSION giving written notice to the CONTRACTOR that the grazing lands are to be sold. Within thirty (30) days of confirmation by the COMMISSION that CONTRACTOR has to remove his cattle, the COMMISSION shall rebate the prorated share of the annual contract payment to the CONTRACTOR.

e. This CONTRACT may be terminated by the COMMISSION in its sole discretion upon thirty (30) days written notice to the CONTRACTOR in the event the continuation of cattle grazing activities on the premises are found to be incompatible with the COMMISSIONS' management plans or activities on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA).**

f. If the CONTRACT is terminated upon written notice, the CONTRACTOR shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands. Additionally, at the end of the Lease the CONTRACTOR shall have thirty (30) days to remove his cattle from the grazing lands.

g. Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the COMMISSION, the CONTRACTOR may be given reasonable time, determined by the sole discretion of the COMMISSION, to remove equipment, etc. In the event of termination under this provision by the CONTRACTOR, the CONTRACTOR must ensure all provisions that impact the condition of the WMA (fencing, roads, etc.) and/or payments owed must be paid in full including any partial payments due the COMMISSION for use days since last payment before contract closeout.

10.4 **RELATIONSHIP OF PARTIES.**

Independent Contractor. The Contractor shall perform as an independent contractor

and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

10.5 **NOTICE.** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

CONTRACTOR	COMMISSION
Carlton Cattle Co. LLC.	Florida Fish and Wildlife Conservation Commission
James Carlton	WHM Contract Manager
6895 State Road 64 E	620 South Meridian Street, M/S - 10
Wauchula, FL 33873	Tallahassee FL 32399

10.6 **Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

10.7 **Commission Rights to Undertake or Award Supplemental Contracts.** Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

10.8 **OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.**
The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

10.9 **NON-DISCRIMINATION.**
Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

10.10 **PUBLIC ENTITY CRIMES.**
Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

Notice of Conviction of Public Entity Crime. Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

10.11 **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

10.12 **EMPLOYMENT ELIGIBILITY VERIFICATION**
Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

10.13 **SEVERABILITY AND CHOICE OF VENUE.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

10.14 **NO THIRD-PARTY RIGHTS:** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

10.15 **JURY TRIAL WAIVER:** As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit.*

10.16 **DAMAGES TO STATE PROPERTY**

Any damages to state property (i.e. structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall

immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

10.17 **CONTRACT RELATED PROCUREMENT:**

PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

10.18 **FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM**

Contractor Federal Certification. In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction

by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of Attachment F, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

10.19 **PROHIBITION AGAINST LOBBYING**
The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

10.20 **OTHER AGREEMENTS:** This CONTRACT and corresponding solicitation materials and addenda, if any, and the successful proposal contains the complete CONTRACT between the COMMISSION and the CONTRACTOR and, as of the effective date hereof, shall supersede all other agreements, communication or representations, either verbal or written, between the COMMISSION and CONTRACTOR.

10.21 **COMPLETE CONTRACT:** The COMMISSION and CONTRACTOR stipulate that neither of them has made any representations except such representations specifically contained within this CONTRACT and each party acknowledges reliance on its own judgment in entering into this CONTRACT. The COMMISSION and CONTRACTOR further acknowledge that any payments or any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this CONTRACT.

10.22 **COMPLIANCE WITH LAWS**
The Contractor shall comply with all laws, rules, codes, ordinances, and licensing

requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination. The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

10.23 **NO THIRD-PARTY RIGHTS.** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

10.24 **MODIFICATION OR AMENDMENT OF CONTRACT:** No waiver, or modification or amendment of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the party to be charged therewith. It is the intention of the COMMISSION and the CONTRACTOR that no evidence of any waiver, or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this CONTRACT unless such waiver, or modification or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

10.25 **ENTIRE AGREEMENT:** This Contract with all incorporated attachments and exhibits represents the entire Contract of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this contract and its attachments, the terms of the solicitation and the contractor's response to the solicitation.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR

Name

Pres.

Title

3/8/18

Date

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

for Eric Sutton, Executive Director

3/15/18

Date

Approved as to form and legality:

COMMISSION Attorney

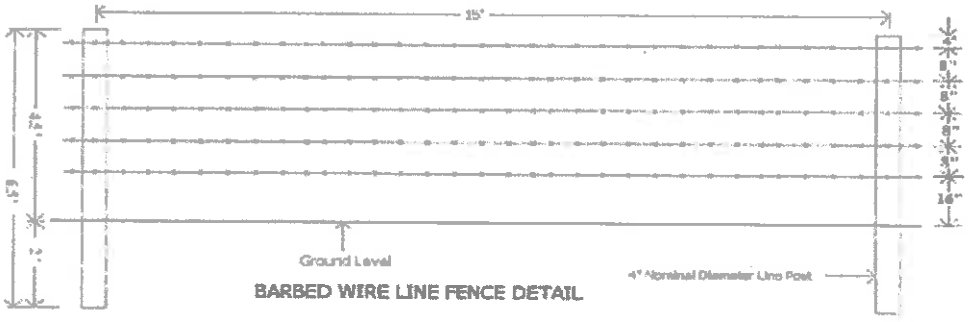
2/23/18

Date

Attachments in this Contract include the following:

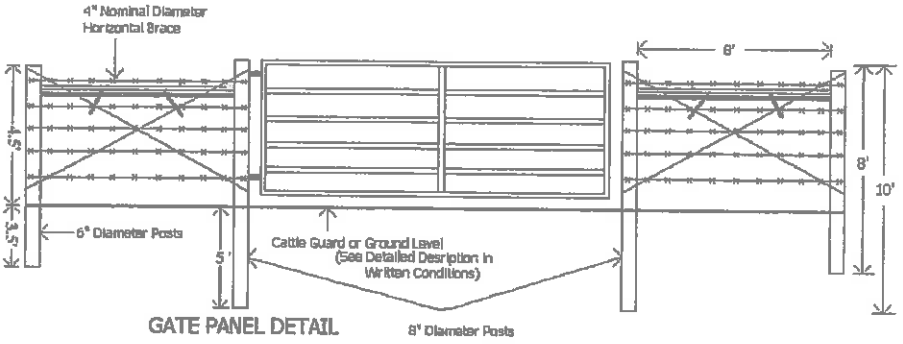
Exhibit I	Specifications for Fence Construction
Exhibit II	SS-AGR-77, Tropical Soda Apple Information Bulletin
Exhibit III	ITB # FWC 17/18-61 – Prescribed Grazing Plan
Exhibit IV	Pasture 3 Babcock/Webb WMA Grazing Map

Exhibit I – Specifications for Fence Construction (page 1 of 3)

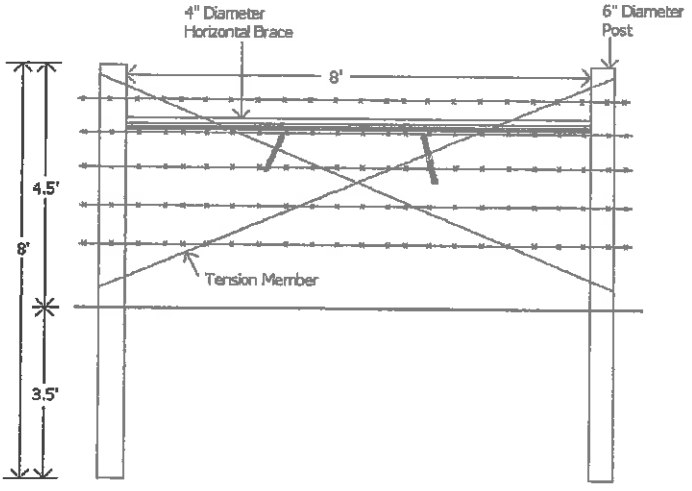


BARBED WIRE LINE FENCE DETAIL

Exhibit I – Specifications for Fence Construction (page 2 of 3)

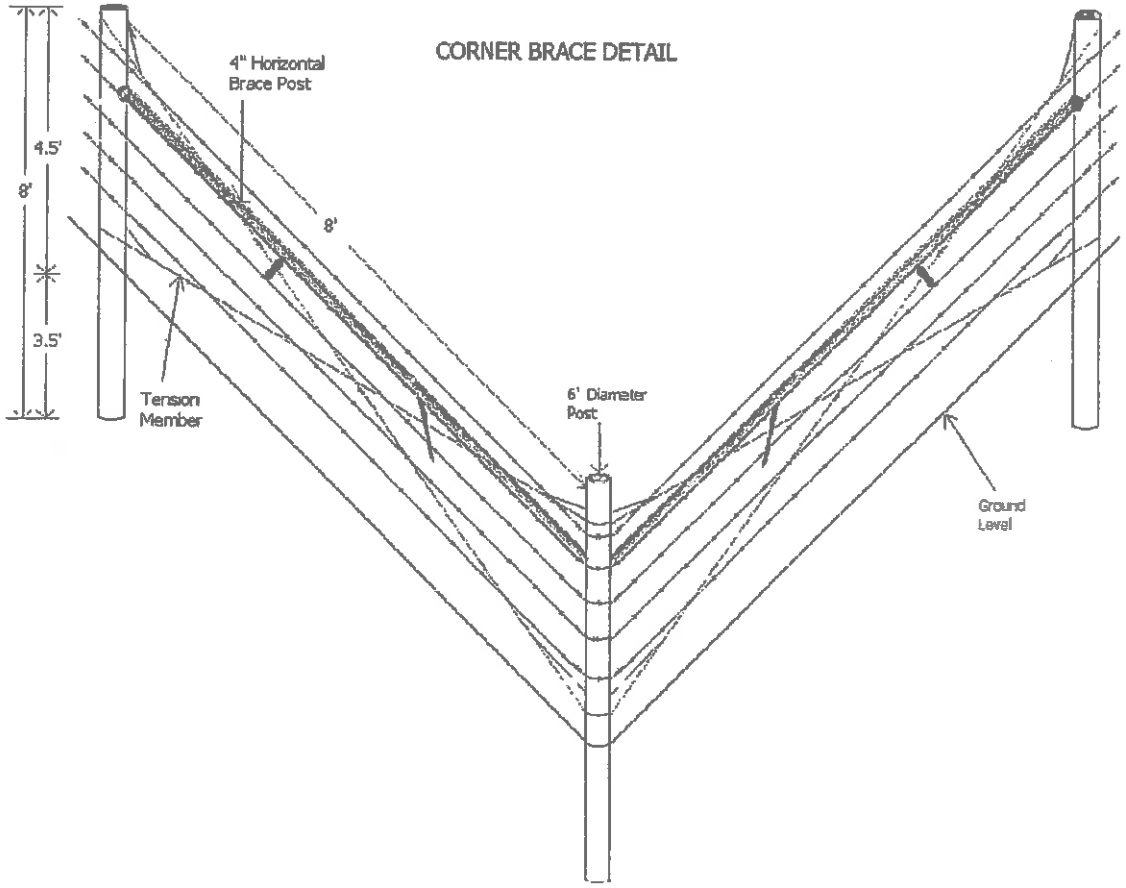


GATE PANEL DETAIL



IN-LINE BRACE DETAIL

Exhibit I – Specifications for Fence Construction (page 3 of 3)



SS-AGR-77

UF UNIVERSITY of FLORIDA
IFAS Extension

Tropical Soda Apple: A Noxious Weed in Florida[1]

J. Jeffrey Mullahey, Jason Ferrell, and Brent Sellers [2]

Tropical soda apple (*Solanum viarum* Dunal) is a perennial weed that creates serious problems in many perennial grass pastures and native areas of Florida (Figure 1). This noxious weed, having foliage unpalatable to livestock and highly viable seed, can infest a pasture or native area within 1 to 2 years, resulting in lower stocking rates (animals per acre). The incidence of this plant has been highest in Florida, though the weed is present in Georgia, Alabama, Mississippi, South Carolina, Tennessee, Louisiana, and Pennsylvania. Within Florida, the incidence of this plant has been highest in the south, although it is now distributed throughout the entire state.

Figure 1. Tropical soda apple in a typical south Florida bahiagrass pasture.

Plant Description

At maturity, TSA is 3 to 6 feet tall and the entire plant, including stems and leaves, has thorn-like prickles approximately 0.5 to 1 inch long (Figure 2). Leaves are pubescent (hairy), measure 6 to 8 inches long and 3 to 6 inches wide, and are lobed (Figure 3). The flowers are white with yellow stamens. The globular fruit, approximately 1 inch in diameter, is yellow when mature (Figure 4). Each mature fruit contains about 400 light red-brown seeds with diameters of approximately 0.10 inch. Seeds are only moderately flattened and are found in a mucilaginous layer containing a glycoalkaloid called solasodine. TSA fruit collected in south Florida averaged 1 inch in diameter, with an average of 413 seeds per fruit.

1. This document is SS-AGR-77, one of a series of the Agronomy Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Published October 1993 as WEC-7. Revised: August 2006. Reviewed: November 2006. Visit the EDIS Web Site at http://edis.ifas.ufl.edu.

2. J. Jeffrey Mullahey, professor and center director, West Florida Research and Education Center--Milton, FL; Jason Ferrell, assistant professor, Agronomy Department; Brent Sellers, assistant professor, Range Cattle Research and Education Center--Ona, FL; Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida, Gainesville, FL.

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Exhibit II (page 2 of 4)

Figure 2. Thorn-like prickles on a tropical soda apple leaf.

Figure 3. Mature tropical soda apple plant.

Weed Biology

Although TSA flowers throughout the year, flowering is concentrated from September through May. Fruit production occurs throughout the year (primarily from September through May), ensuring large numbers of viable seeds (from 40,000 to 50,000 per plant at 75% germination) for seed dispersal. Seed in the top 1 to 2 inches of the soil surface is more likely to germinate than seed on the soil surface or seed placed at a depth greater than 3 inches. White (immature) seed is not viable, regardless of fruit color. Livestock and wildlife such as feral hogs, deer, and raccoons eat the fruit and disperse the seed via feces, spreading the plant to other land areas.

Figure 4. Tropical soda apple fruit. Top row: immature fruit. Bottom row: mature fruit.

Seedling emergence has been observed primarily during the dry season (October through May). New plants can emerge either from seeds or from roots of existing plants, whose buds regenerate new shoots. The root system can be extensive, with feeder roots a few inches below ground measuring 0.25 to 1.0 inch in diameter and extending 3 to 6 feet horizontally from the crown of the plant.

Weed Ecology

TSA has been observed as a weed in pastures, ditch banks, sod fields, citrus groves, sugar cane fields, vegetable fields, roadsides, rangeland, and nature preserves. It is a common weed in South America, India, the West Indies, Honduras, and Mexico. Native to Argentina and central Brazil, TSA has been introduced in Africa, much of India, and Nepal and can be expected to occur in other subtropical areas. How TSA was introduced into Florida is not known. In Florida, it is an obligate weed mainly associated with human activities.

Tropical soda apple is less productive, or may actually die, in the summer, when water accumulates in fields. *Solanum* spp. were first reported by ranchers in south Florida in the early 1960s. According to these initial reports, however, the fruit color was

cherry red, not yellow. Apparently, ranchers were observing *Solanum capsicoides*, not TSA. For the past 10 years in south Florida, TSA has been the more prevalent of the two species. Although the reasons for TSA's rapid increase are not well understood, its seed is spread by animals, contaminated hay, and grass seed (e.g., that of bahiagrass).

Weed Control

Dense Infestations

Milestone and Forefront are the most effective herbicides for controlling dense stands of TSA. These herbicides possess postemergence control of existing plants and preemergence control of germinating seeds. Our research has shown that Milestone and Forefront will control germinating seedlings for over 6 months after application.

The application rate for Milestone is 5 to 7 oz/A while Forefront is 2 to 2.6 pt/A. Although the lower application rates are highly effective on existing plants, the higher rates will provide more soil activity and are suggested if large amounts of TSA seed are present in the soil. Although mowing prior to herbicide application is not required, it is important to add a non-ionic surfactant (0.25% v/v) and apply in at least 20 gallons of water per acre.

Another option is to use Remedy herbicide. When using Remedy, mow plants to a 3-inch stubble height as soon as possible to keep plants from producing fruit and seed. Repeat mowing when plants reach the flowering stage (50-60 days) through April. Fifty to 60 days after the April mowing, when plant regrowth is at the first flower stage (late May - June), spray Remedy at 1 qt/A + 0.25% nonionic surfactant in 40 gal/A of water.

Remedy does not possess soil residual and follow up applications to control escaped or new seedlings will be necessary.

Regardless which herbicide is used, regular scouting after treatment is necessary. TSA can produce fruit at almost any time during the growing season and give rise to hundreds of additional plants. It is important to monitor the fields to ensure that no plants are allowed to reestablish and produce fruit.

Sparse infestations

Areas with low TSA infestations should be targeted and each plant sprayed individually. Recommended herbicides for 95 to 100% control are as follows:

Spot Application

Milestone at 0.5 to 0.8 oz per 2.5 gal (15 to 20 ml per 2.5 gal.) + 0.25% nonionic surfactant + color marker. (Use a colored marker with the herbicide solution to avoid spraying the same plant twice, or not spraying a plant at all.)

Forefront or Remedy at 0.5% solution (50 ml per 2.5 gal) + 0.25% nonionic surfactant + color marker.

Cover the entire TSA plant with spray to ensure herbicide uptake and maximum control. Allow herbicides to dry on plants 3-4 hours before rainfall. Monitor sprayed areas monthly and treat new TSA seedlings. Do not allow plants to produce fruit.

TSA control can also be achieved using dicamba at 1% + 0.25% nonionic surfactant in 20 - 30 gallons of water. Dicamba (Banvel, Clarity or Vanquish) is effective at controlling TSA, but the 2 quart rate is more expensive than other options. Be sure and follow the guidelines for spraying volatile herbicides such as dicamba and Remedy (see EDIS publication SS-AGR-12 *Florida's Organo-Auxin Herbicide Rule* [http://edis.ifas.ufl.edu/WG051] for more information).

Shipping Cattle

Ship cattle from an area that does not have TSA or is TSA fruit free. Mowing a TSA infested pasture prior to shipping will eliminate the fruit and the consumption of TSA seed by the cattle. The TSA seed can remain viable in the digestive tract for up to six days. Therefore, when you buy cattle, hold them in one area for up to six days to avoid the spread of TSA to other areas on your ranch. For more information, see EDIS publication SS-AGR-78 *Shipping Cattle, Not Tropical Soda Apple Seed* (http://edis.ifas.ufl.edu/UW187).

IFAS is researching methods to control TSA. Efforts to identify effective methods are focused on

Exhibit II (page 4 of 4)

herbicide evaluations, herbicide rates, and biological control measures(insects and pathogens). IFAS is also conducting an aggressive TSA educational outreach program to educate ranchers and landowners. Individuals requiring additional information should contact their county Extension offices.

Further Information

EDIS publications:

SS-AGR-50 Tropical Soda Apple (*Solanum viarum*, Dunal) in Florida (http://edis.ifas.ufl.edu/WG201)

SS-AGR-78 Shipping Cattle, Not Tropical Soda Apple Seed (http://edis.ifas.ufl.edu/UW187)

SS-AGR-129 Tropical Soda Apple Control—Sorting Through the Options (http://edis.ifas.ufl.edu/AG261)

SS-AGR-130 Management Practices to Control Tropical Soda Apple (http://edis.ifas.ufl.edu/UW188)

SS-AGR-131 Tropical Soda Apple Making a Comeback (http://edis.ifas.ufl.edu/UW189)

ENY-826 Biology of *Gratiana boliviana*, the First Biocontrol Agent Released to Control Tropical Soda Apple in the USA (http://edis.ifas.ufl.edu/IN487)

ENY-824 Classical Biological Control of Tropical Soda Apple in the USA (http://edis.ifas.ufl.edu/IN457)

West Florida Research and Education Center:

Tropical Soda Apple (http://tsa.ifas.ufl.edu/)

Tropical Soda Apple Best Management Practices--

North Florida
(
http://tsa.ifas.ufl.edu/00Slides/NorthFlorida/index.html)

South Florida
(
http://tsa.ifas.ufl.edu/00Slides/SouthFlorida/index.html)

Exhibit III

Prescribed Grazing Plan

Prepared for

Babcock - Cecil Webb WMA

Charlotte County, Florida

In cooperation with
Charlotte Soil & Water Conservation District
And
United States Department of
Agriculture Natural Resources
Conservation Service

Table of Contents:

1. Definition
2. Purpose
3. General Description
4. Objectives
5. Livestock Forage Inventory
6. Livestock Forage Inventory Map
7. Annual Grazing Schedule
8. Plan Map
9. Recommended Grazing Heights
10. Recommendations For Grazing Buffer Areas
11. Operations and Maintenance
12. Contingency Management Plan

The Prescribed Grazing Plan contains 10 items which should be implemented annually in order to achieve the desired results.

1. **Rotational Grazing** should be applied to maintain and improve the health and vigor of the plant community.
2. **Proper Grazing Use** will be applied to all grazed areas to regulate the amount of herbage removed by grazing animals. During the growing season, the degree of use of native vegetation will be limited to 50% (by weight) of the current year's growth.
3. **Stubble heights** will be used to guide grazing management decisions.
4. **Nesting Period** – The rotational grazing system should be managed to provide an undisturbed nesting period for ground nesting species at least once every 4 years. Livestock should be removed from the grazing unit for a period 4 to 6 weeks in length during the period between February 1 and June 30.
5. **Deferment periods** should be provided following all mechanical and/or chemical brush management activities. This will allow desirable plants to recover from the stress or damage caused by the treatment. The length of the deferment periods will be at least 90 consecutive days during the period of June 1 through October 1.
6. **Supplemental feed** will be provided to livestock during periods when forage quality and quantity is low.
7. **Weed prevention and control** - All planting material, hay and other supplemental feed will be free of noxious or invasive weed seed. An aggressive pest management plan should be implemented to combat encroachment of invasive-exotic species.
8. **Feeding Area Management** - All hay and supplemental feed provided to domestic livestock will be fed on upland areas at least 100 feet away from wetlands, streams, ditches, and ponds. Supplement feeders will be well dispersed across the landscape. Supplemental feeding locations will be moved at least once every 30 days.
9. **Portable feeders** will be used to provide protein, mineral, and other supplements to livestock. These feeders will be moved as needed to improve livestock distribution and prevent undesirable effects on the landscape.
10. **Plan Review** – Annual reviews should be scheduled with the local Natural Resources Conservation Service (NRCS) office and the landowner to ensure the plan meets the goals and objectives of the property and those of the livestock owner.

1. **Definition:**
   Prescribed grazing is a controlled harvest of vegetation with grazing and browsing animals. Prescribed grazing will be used on lands where grazing animals are managed.
   For this project, prescribed grazing will be used as a tool to assist in the restoration and maintenance of a portion of the wildlife management area, in conjunction with Brush Control, Pest Management, Prescribed Burning and other practices needed to restore wildlife habitat, natural hydrology, and native plant communities. The grazing plan will be adjusted as needed to address resource concerns and the restoration objectives.

2. **Purpose:**
   This practice will be applied as part of a conservation management system to accomplish the following objectives:
   - Maintain a stable and desired plant community, improve or maintain the health and vigor of selected plants.
   - Maintain or improve animal health and productivity.
   - Maintain or improve water quality.

   Note: This plan will be reviewed yearly by the owner/operator. If the number of livestock (10% or more) or the forage condition changes the plan may need to be revised.

3. **General Description:**
   The Babcock-Cecil Webb WMA is located in Charlotte County. The property is leased and being managed as cow/calf grazing units. The principal forage species in the Mesic and Wet (South Florida) Flatwoods is Wiregrass (Aristida beyrichiana). Other plant communities include Freshwater Marshes and Sloughs, and Wet and Dry Prairie.

   Pasture 3 continuous and rotational, in its current condition are capable of producing enough forage to support **293 animal units (AUs)**. The system in its present condition can support an average of **274 cows,** with an average weight of 1000 lbs., and **14 bulls**, with an average weight of 1350lbs with a suggested 20:1 Cow/Bull ratio.

   One animal unit (AU) is one mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for Heifers and Bulls use the following AU values.

Table 1: Animal Unit Equivalent Guide

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)	- - - Forage Consumed (pounds) - - - -		
			Day	month	year
Cow, dry	950	0.92	24	727	8,730
Cow with calf	1,000	1.00	26	790	9,490
Bull, mature	1,500	1.35	35	1,067	12,811
Cattle, 1 year old	600	0.60	15.6	474	5,694
Cattle, 2 year old	800	0.80	20.8	632	7,592
Deer, white-tailed, mature	150	0.15	3.9	118	1,423

4. Objectives:

The objectives of the land managers are to improve or maintain the natural ecological communities on wetland and upland sites through maintenance. Grazing and other activities will minimize impacts to other resources, specifically water quality. The objectives of the prescribed grazing plan are to improve and/or maintain an optimum level of the native forages and assist in the reduction of biomass. The proposed grazing plan considers animal health (domestic and native) by using a stocking rate that will provide the needed forage and browse for the animals while protecting the natural resources of the site. The recommended initial stocking rate is based on a comprehensive forage inventory conducted on the Wildlife Management Area in May of 2017. The proposed grazing plan also considers minerals and other supplements needed by the animals. The type and suggested season for providing the needed supplements will be shown on the grazing schedule. The profitability of the site as a Cow/Calf operation was not taken into account in this plan and will be to the land user to determine.

5. Livestock Forage Inventory:

Livestock Forage Inventories are estimates of available forage in each pasture. These estimates are then used to project stocking rates and feed requirements annually. The following Livestock Forage Inventory was evaluated at the time of the development of this plan in June 2017. Forage availability will vary due to climatic conditions and management of grazing system. The forage inventory should be evaluated on a regular basis to ensure proper forage requirements of the livestock are met.
The main forage is Wiregrass in Native areas. Some of the Rangeland plants are listed in Table 4. These plants are good indicators to help you manage the grazing periods.

Forage Inventory Identified the following conditions/ concerns:

- The project area encompasses approximately **13,000** acres.
- The sustainable annual carrying capacity of the project area is estimated at approximately **293** Animal Units (AU) in the existing conditions. The carrying capacity of the site is expected to change with the implementation of the land management practices such as brush management and prescribed burning. These changes may significantly increase or decrease the amount of forage produced.
- Overall vegetative conditions and plant species indicate that the project area is stocked at or below the sustainable carrying capacity.
- A high number of wildlife utilizes the area including Turkey, White-tailed deer, Wading birds and other species.
- Rangeland areas are in good condition and show no signs of being overgrazed.
- Grazing assessment was done during a severe drought and lack of moisture really stunted growth,
  especially in the marsh areas. Also, a few of the sites we collected data from had been burned; this also affected growth and impacted the results of the assessment.

- In a normal year with average rainfall, truer numbers would be closer to **415** Animal Units (AU).

5. Livestock Forage Inventory

Cooperator: **Webb WMA** Technician: **B Williams P Diamond** Date: **May-17**

	RANGELAND				PASTURE AND CROPLAND				AVAILABLE FORAGE	
Field Name or Number and Kind of Forage	Ecological Community or Range Site	Condition Class (E, G, F, P)	Acres (Ac.)	Suggested Stocking Rate (Acre/AU)	Growing Period (months)	Fertility Level (lbs.N) (Ac.)	Acres	Suggested Stocking Rate (AUM/Ac.)	Animal Unit Month (AUM)	Animal Unit Year (AU)
Pasture 3										
Basin Swamp	FWM	F	2742	45					731.2	60.9
Dry Prairie	SFFW	F	3258	52					751.8	62.7
Mesic Flatwoods	SFFW	F	4821	45					1285.6	107.1
Wet Flatwoods	SFFW	F	1113	28					477.0	39.8
Dep Marsh	out		417	n/a						
Wet Prairie	SFFW	F	705	31					272.9	22.7
Ponds - other	out		57	n/a						
TOTAL			13113				0		3518.5	293.2
Forage production will vary between years depending on precipitation and temperatures.										
Notes:										

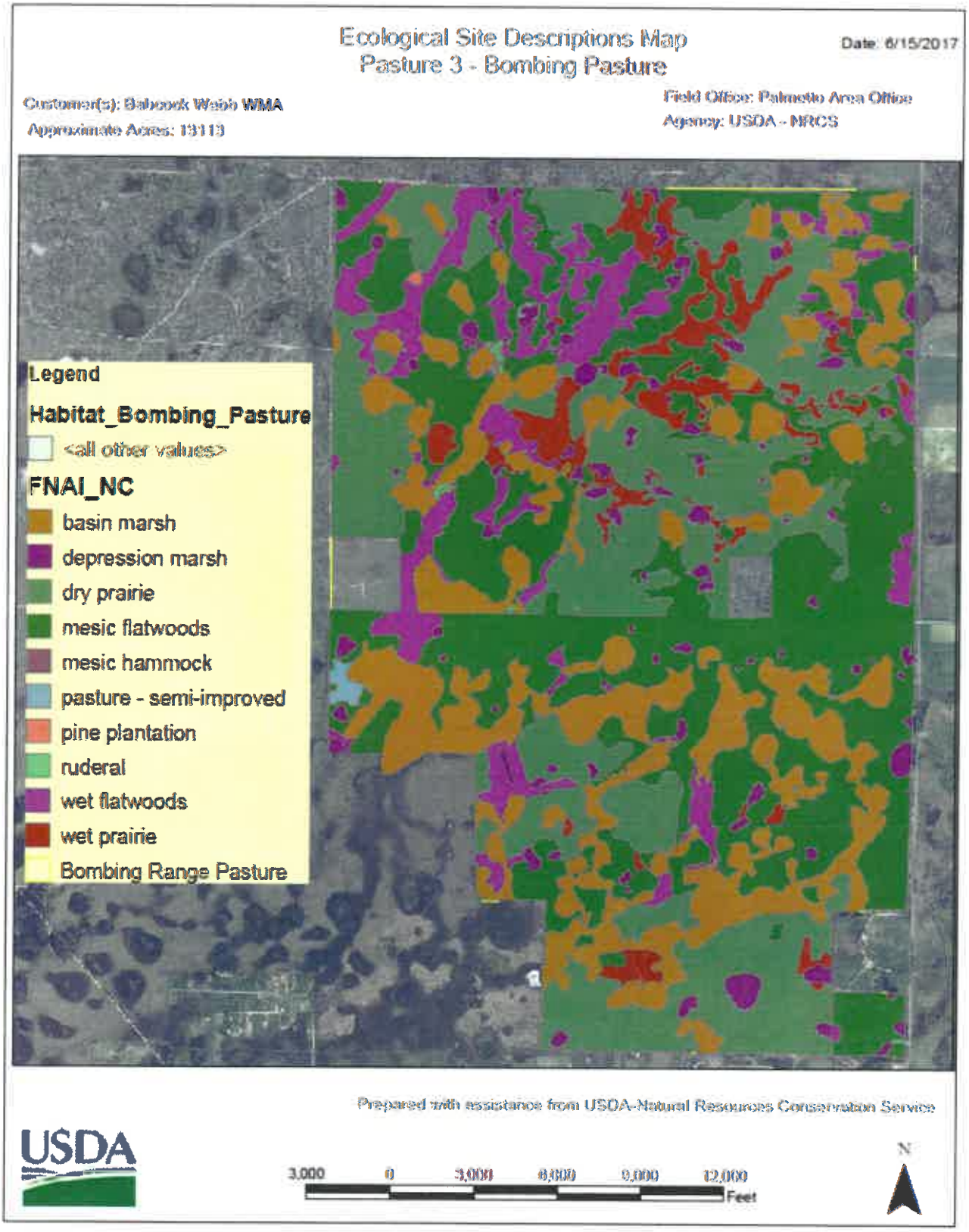
Definitions

AUM = Animal Unit Month, the amount of forage needed to support one (1) animal unit for one (1) month. By definition an AUM is equivalent to 780 lbs. of forage.

Ac/AU = Acres per Animal Unit, an abbreviation used to describe the number of acres needed to support one (1) Animal Unit (AU) for 12 months.

AU = Animal Unit = One (1) animal unit (AU) is equivalent to one (1) mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for various kinds and classes of animals refer Table 1.

6. Livestock Forage Inventory Map:



7. Annual Grazing Schedule:

Annual Grazing Schedules are designed to account for variations in the amount and growth of forage due to changes in climatic conditions. The following schedule should be used as a **guide** only.

Suggested Annual Grazing Schedule

Cooperator: Babcock Webb WMA
Technician Brandee Williams
Date: 6/15/2017

Field	Acres	AU	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
3	13113	293.2	**Forage Growth Dormant**		**Forage Growth Moderate**			**Forage Growth Fast**			**Forage Growth Moderate**		**Forage Growth Dormant**	
			Graze 14 days		Graze 14 days or less			Graze 7-14 days			Graze 14 days or less		Graze 14 days	
			Rest Period 35-60 days		Rest Period 28-35 days			Rest Period 14-28 days			Rest Period 28-35 days		Rest Period 35-60 days	
	Total AU	293.2												
Supplements:			XO	XO	XO	O						XO	XO	XO

X = Protein O = Mineral

Suggested Breeding Season

Use as a guide only

Important: base grazing periods on forage plants required stubble heights as shown in Section 10. Environmental conditions such as soil moisture, temperature, forage quality, etc., will be considered by the manager when determining actual rotation schedule.

8. Livestock Forage Balance

Livestock Inventory and Forage Balance Worksheet

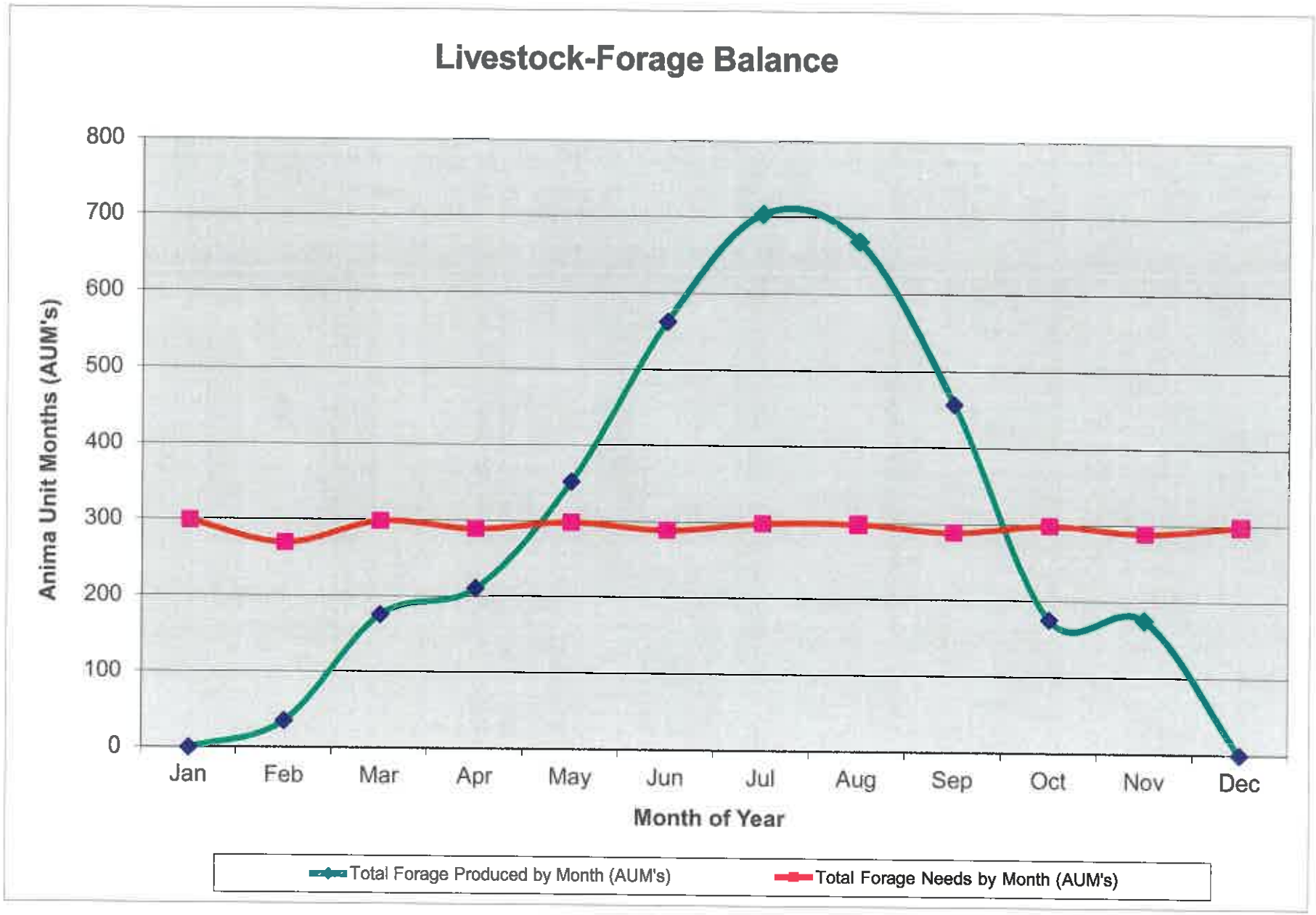
Cooperator: **Babcock Webb WMA** Date: **6/15/2017** Assisted by: **Brandee Williams**

Total Forage Produced from form FL-ECS-2: **3,519** AUM's

Livestock Numbers				Animal units of forage needed												
				Months												Total
Type of Livestock	Planned number	AU equiv.	Animal units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AUM's
Cow	274.0	1.00	274.0	279.3	252.2	279.3	270.2	279.3	270.2	279.3	279.3	270.2	279.3	270.2	279.3	**3,288.0**
Bulls	14.0	1.35	18.9	19.3	17.4	19.3	18.6	19.3	18.6	19.3	19.3	18.6	19.3	18.6	19.3	**226.8**
Yearling		0.80														
Horse		1.3														
Calf		0.6														
Total Forage Produced by Month (AUM's)				0	35	176	211	352	563	704	669	457	176	176	0	**3,519**
Total Forage Needs by Month (AUM's)				299	270	299	289	299	289	299	299	289	299	289	299	**3,515**
Difference (+) or (-) (AUM's)				-298.5	-234	-123	-78	53	274	405	370	169	-123	-113	-299	**4**

Amount of supplemental feed needed to meet animal requirements by month:														
AUM's	299	234	123	78						123	113	299	1,267
Ton's Hay	179	141	74	47						74	68	179	760

Amount surplus forage produced by month (surplus may be harvested as hay or haylage):													
AUM's					53	274	405	370	169				1,271
Ton's Hay					32	164	243	222	101				763


Livestock-Forage Balance
Anima Unit Months (AUM's)
800
700
600
500
400
300
200
100
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Month of Year
Total Forage Produced by Month (AUM's)
Total Forage Needs by Month (AUM's)

Conservation Plan Map
Pasture 3 - Bombing Pasture

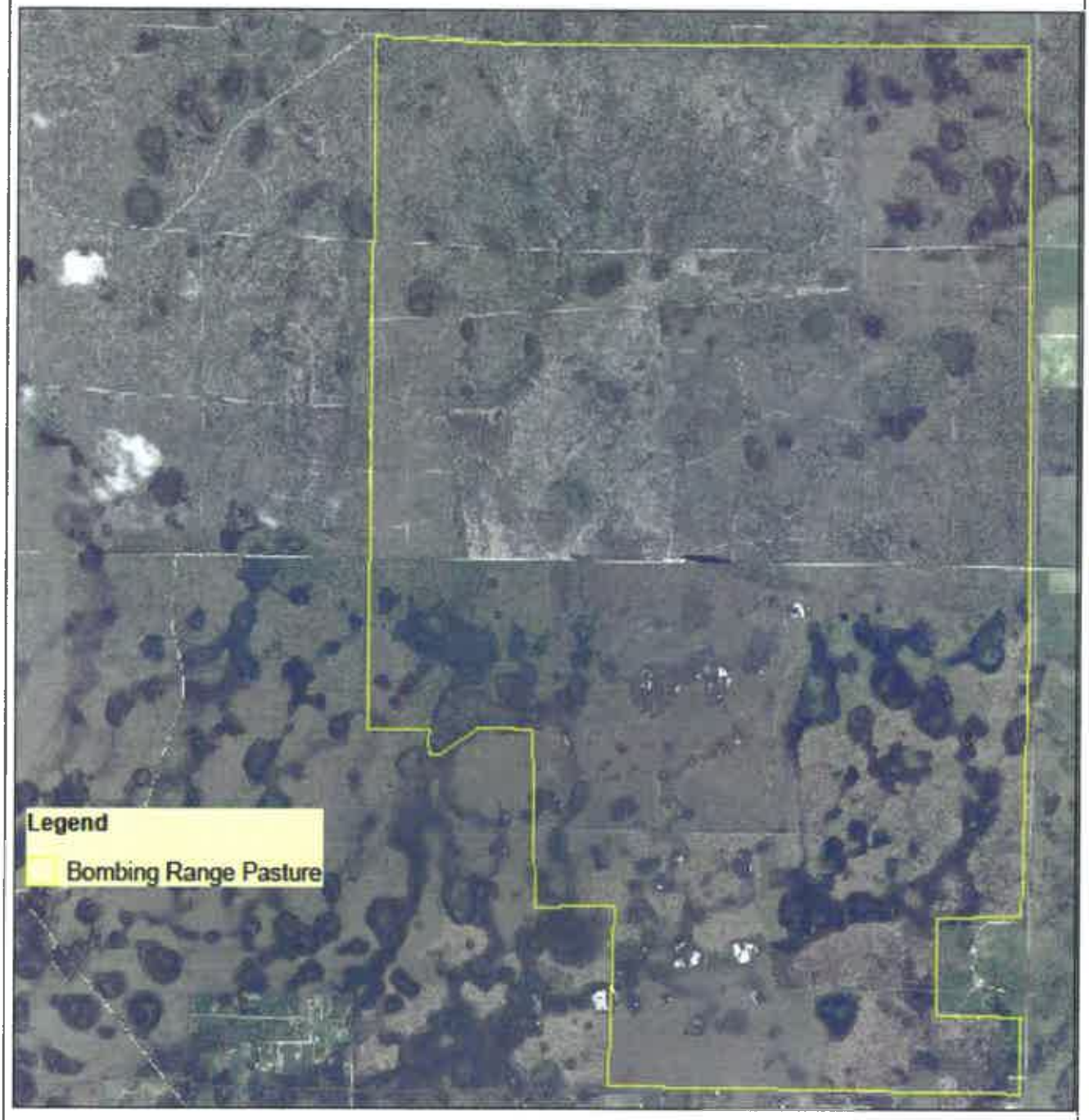
Date: 6/15/2017

Customer(s): Babcock Webb WMA

Approximate Acres: 13113

Field Office: Palmetto Area Office

Agency: USDA - NRCS



Prepared with assistance from USDA-Natural Resources Conservation Service

USDA

3,000 0 3,000 6,000 9,000 12,000
Feet

N

10. Recommended Grazing Heights and Length of Grazing Periods:

Grazing animals can rapidly and substantially alter the productivity and amount of forage in each pasture because of grazing preferences and animal distribution. Overgrazing adversely affects wildlife habitat, plant growth, water, soil conservation, and plant persistence. Animals prefer improved pasture forages like the ones listed below and avoid plants that are coarse and hard to digest. During the late spring, summer and early fall cattle tend to graze upland areas and avoid grazing in wetlands such as sloughs and marshes if adequate forage is available. However, limited availability of forage plants on upland areas may induce more grazing of the wetland plants in some seasons and could result in overgrazing. Under-grazing results in forage waste, reduced quality, and reduced tiller development. Therefore, the number of animals on a specific area must be balanced with available forage to achieve the goals and objectives for this site. This will require monitoring of the forage availability regularly and adjusting the stock density as needed to maintain a unique balance of desirable forage and important wetland vegetation.

The following table lists common forages found in South Florida along with recommended heights to maintain healthy stands of forage:

FORAGE TYPE	Min. Ht. To Begin	Min. Grazing Ht.
Bahia grass	**6"**	**2"**
Limpograss (Hemarthria)	24"	10"
Bermuda	6"	4"
Maidencane (Marsh)	12"	6-8"
Chalky bluestem (Rangeland)	12"	6-8"

Grazing heights for native forage plants is dependent upon the species and the time of year the plant is grazed. For Native Grasses, ***remove no more that 50% (by weight) of the plant in any grazing event.*** This will provide proper use of the forage while maintaining sufficient plant material to provide wildlife habitat, protect the soil resource, and maintain the health of the plant community.

Grazing periods should be kept relatively short to prevent the plants from being grazed before they have the opportunity to recover from the last grazing event. This will depend on the size of the herd and the area to be grazed. Use the forage heights shown in the previous table to determine the length of the grazing periods.

Rest Periods should be provided between grazing events to all the plants to recovery from the effects of grazing. The recovery periods should be long enough to allow the forages to reach the *Minimum Height to Begin Grazing.* Because the rest periods are based on the growth rate of the plants the length of the rest period will vary. The recommended recovery periods are shown in the following table:

Section 10	Resting Periods Based on Forage Growth Rate

Forage Type	Forage Growth Rate		
	Fast (Junel - Sept 1)	Moderate (Mar 1 - June 1 Sept 1 – Nov 1)	*Dormant* (Nov 1 - Mar 1)
Bahiagrass	14-28 days	28-35 days	35-60 days or more
Limpograss	14-21 days	28-35 days	35-60 days or more
Bermuda	14-21 days	21-28 days	35-60 days or more
Maidencane	28-35 days	35-45 days	45-60 days or more
Chalky bluestem	28-35 days	35-45 days	45-60 days or more

11. **Adjustments to the Grazing System:**

Adjustments in the grazing management system will be necessary during and after management activities, such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of **all** domestic animals for the duration of the deferment.

If buffer areas are developed around specific wetlands or other areas within the ranch during the improvement/maintenance process, livestock grazing may be permitted during dry periods of the year. This will help to utilize available forages within the buffer and control woody vegetation. Stocking rates should be adjusted to assure that grazing is complete within one week. The minimum grazing heights listed in Section 10 for corresponding grasses shall not be exceeded.

If/when prescribed burning is applied; grazing shall be deferred as follows:

Improved pasture areas	30-60 days during the growing season (Mar1-Oct1)
Flatwoods	30-90 days during the growing season (Mar1-Oct1)
Fresh Water Marsh and Slough	30-90 days during the growing season (Mar1-Oct1)

Areas that have been disturbed and planted to native vegetation shall be deferred from grazing for a minimum of one complete growing season, following planting or until the grass is well established and produces seed. Native grass plantings generally require two complete growing seasons to become well established. The deferment shall continue until a NRCS Rangeland or Grazing Land Specialist has provided approval. Temporary fences may be used to protect small areas during the deferment period.
Areas that have been mechanically treated and/or planted will be provided a deferment period to allow herbaceous plants to recover. The deferment will be a minimum of 90 consecutive days during the period of March 1 to December 1, unless only spot control was

applied.

If herbicides are used to control common weeds and invasive species, the grazing management will be adjusted to meet the requirements (if any) listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label.

12. **Operation and Maintenance:**
The location of mineral and supplement feeders will be moved routinely to evenly distribute grazing animals throughout the pasture. The herd will be rotated to a fresh pasture when the average stubble height falls below the recommended minimum grazing height (See Section 10). When possible, the grazing period should be 14 days or less and the pastures allowed a recovery period of 21 days or until the forage reaches the recommended height to begin grazing (See Section 10).

13. **Contingency Management Plan:**
Forage supplies will be evaluated weekly to determine if forage supplies and quality are adequate to meet livestock demand. When forage is not adequate, the grazing system will be adjusted or supplemental feed will be supplied.
When prolonged periods of adverse climatic condition effect the supply of forage, the grazing system and/or stocking rates will be adjusted or additional supplemental feed will be provided.

14. **Record Keeping Plan:**
Records of grazing rotations need to be maintained and provided to ensure pastures are adequately grazed through the year. Forage enclosures may help producers establish a baseline of forage amounts removed during a grazing season. A grazing stick and recorded grazing heights for a pasture, on "date in and out" sheets, can also help to insure grazing pastures are not over and/or underutilized.

Grazing Record Year _____
Forage type _____
Field Name or number _____ Acres _____

From Field	Going To Field	Date In	Date Out	Grass HT In	Grass HT out	Notes
35A	**36**	**8/1/2013**	**10/14/2013**	**8**	**6**	**Sprayed Cogon with Arsenal on Aug. 12**
Total AUD(s) = Herd Size x Animal Unit Equivalent x Days						
Total AUM(s) = AUD(s)/30 (days)						
AUM(s) per Acre = Total AUM(s)/No. Acres						

MONTH	RAINFALL	MONTH	RAINFALL
Jan		July	
Feb		Aug	
Mar		Sept	
Apr		Oct	
May		Nov	
June		Dec	

COMMENTS _____

EXHIBIT IV

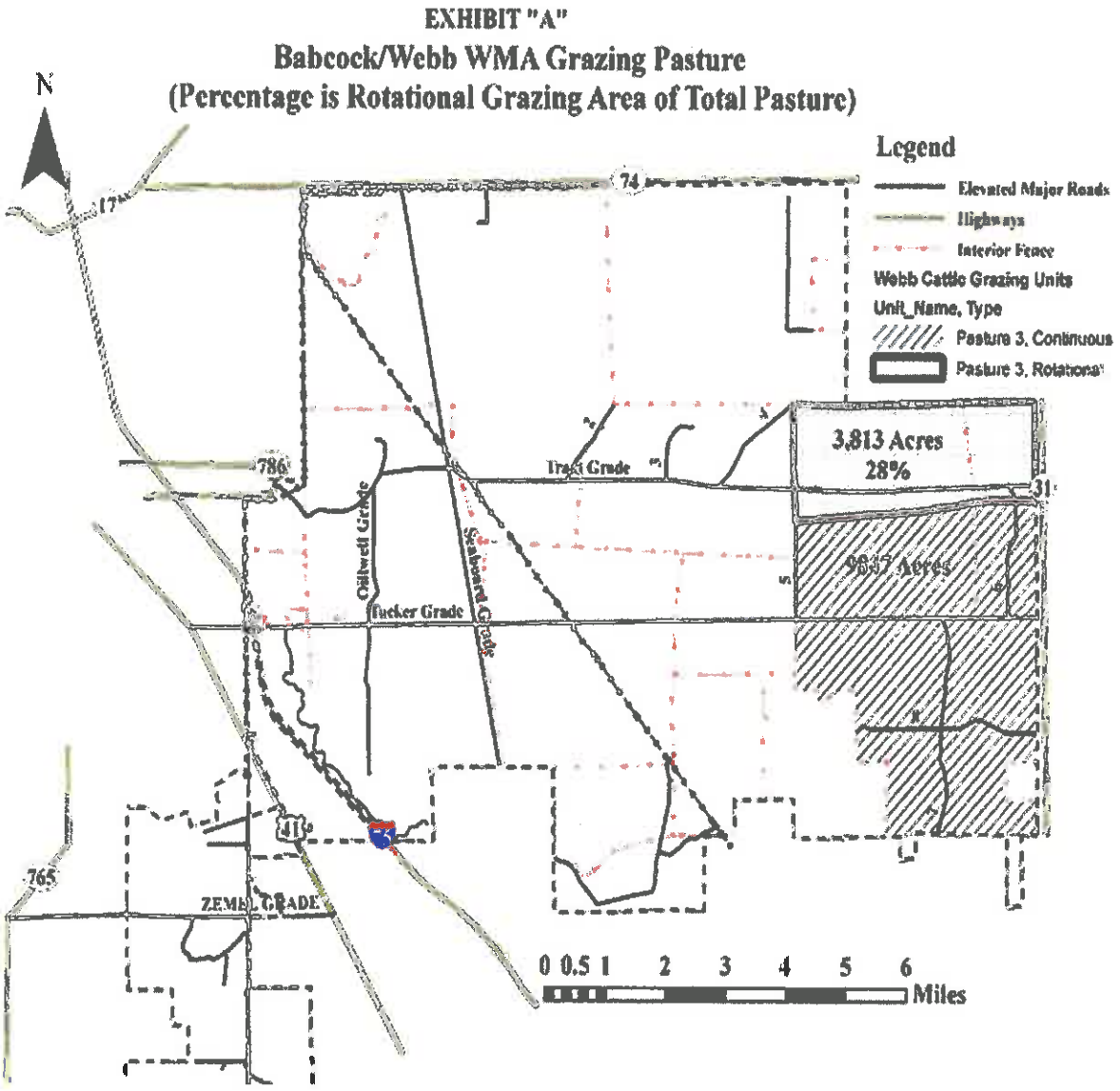


EXHIBIT "A"
Babcock/Webb WMA Grazing Pasture
(Percentage is Rotational Grazing Area of Total Pasture)
N
Legend
Elevated Major Roads
Highways
Interior Fence
Webb Cattle Grazing Units
Unit_Name, Type
Pasture 3, Continuous
Pasture 3, Rotational
3,813 Acres
28%
9837 Acres
Tucker Grade
Oillwell Grade
Seaboard Grade
ZEMEL GRADE
74
786
31
41
765
0 0.5 1 2 3 4 5 6
Miles

11.2.10 Contract #17254 Renewal

Florida Fish & Wildlife Conservation Commission
Contract/Agreement Routing Review Form

1. TYPE: ☐ New ☑ Amendment # 1 ☐ Task Assignment # ☑ Renewal/Extension ☐ Modification
☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 17254 A-1 **3. Contract Manager's Name/Telephone Number:** Byron A. Williams 850-617-9510

4. Project Manager: Marsha Ward **Date:** 1/3/2023 **Telephone #:** (561) 882-5708 **Division/Office** HSC

5. ☑ **Financial** ☐ **Non-Financial** **Method of Procurement:** H-Agency Invitation to Bid [s. 287.057 (1)(a), FS] **Solicitation #:**

6. Project Title/Contract Description: Renewal - Cattle Grazing Lease, Carlton Cattle Co.. LLC, Babcock/Webb WMA, Pasture 3 and updates language on Fence Maintenance and Holding Pens.

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 14,144.00/yr $70,720.00 T	$ 70,720.00	$	$ 141,440.00 total

8. Contract Begin Date: March 15, 2018 **Original End Date:** March 14, 2023 **New End Date:** March 14, 2028

9. Vendor Name: Carlton Cattle Co., LLC **Telephone#:** (863) 781-0436

10. Vendor's Contact Name: Matthew Carlton **11. Vendor/Tax ID#** 26-1361440 **Seq.#**

12. Cost/Price Analysis Required? ☐ Yes ☑ No **13. Risk Assessment Required?** ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed				
	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.			
✓	**Contract Manager Name:** Byron A. Williams	Digitally signed by Byron A. Williams Date: 2023.01.10 15:25:27 -05'00'	**Date:** 1/10/2023	**FCCM #:** 22092
✓	*If not applicable, indicate with "N/A"* **Budget Reviewer Name:** Rosa Guthrie	Digitally signed by Rosa Guthrie Date: 2023.01.11 11:45:19 -05'00'	**Date:** 1/11/2023	**Edits:** ☐ Yes ☑ No
✓	*Delegate based on current Fiscal Year Delegation of Authority* **Div/Off Director or Delegate:** David B. Johnson	Digitally signed by David B. Johnson Date: 2023.01.12 13:50:51 -05'00'	**Date:** 1/12/2023	**Edits:** ☐ Yes ☑ No
	If not applicable, indicate with "N/A" **Chief Information Officer:**		**Date:** N/A	**Edits:** ☐ Yes ☐ No
✓	**FBO Contract Admin.:** Bryan Tucker	Digitally signed by Bryan Tucker Date: 2023.01.13 07:38:29 -05'00'	**Date:** 1/13/2022	**Edits:** ☐ Yes ☑ No
✓	*Applicable when one or more of the following applies (Over $325k, a five-year or longer contract term, Requires OED Execution), if none apply indicate with "N/A"* **General Services Section Leader:** P.T. Stone	Digitally signed by P.T. Stone Date: 2023.02.24 07:38:00 -05'00'	**Date:** 02/24/2023	**Edits:** ☐ Yes ☑ No

15. Contract Execution ***(MUST be Hard Copy Review/Signatures)***
If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Joseph Meyer — Digitally signed by Joseph Meyer Date: 2023.02.01 14:44:57 -05'00' **Date:** 02/01/2023

Print Name:

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: 2/2/2023 **Date Received Back from Vendor:** 3/9/2023

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams — Digitally signed by Byron A. Williams Date: 2023.03.09 13:37:16 -05'00' **Date:** 3/9/2023

Print Name: Byron A. Williams

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: **Date:**

Print Name: N/A

If not applicable (under $500k or less than 5 years or does not require OED Execution), indicate with "N/A"

****Chief Operating Officer Signature:** Sarah Barrett — Digitally signed by Sarah Barrett Date: 2023.03.09 14:34:09 -05'00' **Date:** 3/9/2023

Print Name: Sarah Barrett

Executive Director or Designee Signature: Jessica Crawford — Digitally signed by Jessica Crawford Date: 2023.03.13 13:36:53 -04'00'

Print Name: Jessica Crawford

EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 3/13/2023

FBO Contract Admin. Signature: **Date Entered into FACTS:**

Date Received: **Print Name:**

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

FWC CONTRACT/GRANT REVIEW FORM INSTRUCTIONS
(INCLUDES MOA/MOU's, INTER-AGENCY AGREEMENTS AND ANY OTHER TYPE OF CONTRACTUAL AGREEMENT)

1. **Type:** Check the box next to the appropriate type of agreement to indicate what is to be reviewed/executed. If the type is an Amendment or Task Assignment, also indicate the number (i.e. Amendment # 1 indicates this is the first amendment to this contract.)
2. **Contract Number:** For all new agreements, the Purchasing/Contract Administration Unit will assign FWC contract numbers. For all modifications/ amendments/renewals to an agreement, the Contract Manager must enter the contract number on the Contract/Grant Routing Review Form.
3. **Contract Manager's Name & Telephone #:** Enter the name and telephone number of the employee who is a Certified Contract Manager and is responsible for managing the contract. Select the appropriate acronym to indicate which Division/Office will manage the agreement or will fund the agreement.
4. **Project Manager:** Enter the name of the person who assisted in the preparation of the agreement and assists in ensuring the execution of the contract. This should be the person any reviewer can contact for questions regarding the project.
5. **Financial/Non-Financial:** Check the appropriate box to indicate if the agreement is financial (involves payments) or non-financial (no payments involved). Select the appropriate **Method of Procurement** to be used. This identifies the type of procurement from which the contract is derived.
6. **Project Title/Contract Description:** Provide a brief description of the commodities/services to be delivered or rendered.
7. Enter the **Original Contract Amount** total. If an amendment, enter the amount of the **Increase/Decrease** and the **Revised Contract Amount.**
8. **For new, unexecuted agreements**, enter the anticipated begin date and end date of contract/grant. **For existing or executed agreements**, enter the actual begin date (the execution date of the original contract/grant, or the date the last person signed the original contract/grant, whichever is later.) **For renewals**, enter the original end date as the date the agreement is expected to terminate. If the agreement is to be extended or has been extended, enter that date as the revised end date. The end date will change with each renewal.
9. **Vendor Name/Telephone #:** Enter the name and telephone number of the entity or person with whom we are contracting to provide commodities/services.
10. **Vendor's Contact Name:** Enter the name of the contractor's primary contact person during the contract term.
11. **Vendor/Tax ID#:** Enter the Vendor Number or the Tax ID Number of the "Contractor" of this contract/grant.
12. **"Cost/Price Analysis Required?":** If a Cost Analysis is required as per s.216.3475, check "Yes" and attach the analysis with this Contract/ Grant Routing Review Form. If it is not required, check "No".
13. **"Risk Assessment Required?"** Check "Yes" if a Financial Assistance Recipient Risk Assessment form has been completed. (Example: Sub-Recipients, flow through contracts or grants) Check "No" if not applicable. If you have any questions concerning whether Federal funding and/or State match was used, please contact your appropriate Budget Approver.
14. **Administrative Review:** This review is conducted prior to routing for Contract Execution in the order presented on the form and can be performed in either Electronic (via email and track changes) or Hard Copy format.
    - **Electronic Review -** *In order to maintain a comprehensive and transparent account of review/approve/disapprove, the electronic transmissions MUST be in a continuous string of emails. (i.e. Continuous forwarding from the original email sent by the Contract Manager for initial review/approval.)*
        - **Approved:** Each reviewer will click in the box under "Reviewed", type Reviewer name and date reviewed, click in the box next to "No" indicating no edits, and forward to the next applicable reviewer. Once all applicable reviewers designated in this section have reviewed, the final reviewer will forward the continuous email string with all documents attached to the Contract Manager. The Contract Manager will then prepare Hard Copy of documents to be submitted to Legal to begin the Contract Execution process.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer will utilize track changes/comments in the document(s) and forward the continuous email string to the Contract Manager to implement edits.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will forward the continuous email string with attached document(s) to the Contract Manager before the document(s) continue to the next reviewer.
    - **Hard Copy Review**
        - **Approved:** Each reviewer will initial under "Reviewed" to indicate approval, print name and date reviewed, check "No" indicating no edits, and route to the next applicable reviewer.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer, will initial under "Reviewed", print name and date reviewed, check "Yes" indicating edits, and route to the next applicable reviewer.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will print their name, date reviewed and check "Yes" indicating edits. The reviewer will return all documentation to the Contract Manager for editing before continuing to the next reviewer.
15. **Contract Execution:** *Contract Execution **MUST** be conducted in Hard Copy with original signatures and in the order presented on the form.*
    - **The Legal Office** review is required regardless of dollar amount. Once reviewed**,** Legal will return the document(s) to the Contract Manager to obtain Vendor Signature.
    - Contract Manager will indicate **Date Sent to Vendor** and **Date Received Back from Vendor**
    - **If no changes were made by the vendor,** the Contract Manager will sign the attestation indicating as such. **If changes were made by the vendor,** the Contract Manager will provide a documented list of changes and obtain Legal review prior to the completion of this form and execution of the contract.
    - **Chief Operating Officer** review is required if the Contract Amount is $500,000 or more.
    - **Executive Director or Designee** review is required regardless of the amount. **Designee** is based on the agency's approved Delegation of Authority. **Execution Date** is the date signed by the Executive Director or Designee. Once signed and dated, the Executed Contract will be sent in its entirety to the FWC Purchasing Contract Administration Unit (*Mail Station 4A2.*)
    - **FBO Contract Administration:** The employee within the Finance and Budget Office, Purchasing, Contract Administration Unit who receives the Executed Contract, will sign and indicate the **Date Received**.
    - **Date Entered in FACTS:** Once the Executed Contract has been entered into FACTS, the employee within the Finance and Budget Office, Purchasing, Contract Administration Unit will indicate the date entered.
    - **Should you have any questions completing the Contract /Grant Routing Review Form, please contact the Purchasing/Contract Administration Office at (850) 488-6551.**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: January 10, 2023

To: Contract Reviewers

From: Byron A. Williams
HSC/WHM

RE: Contract 17254, Amendment 1 - Renewal, between the Florida Fish and Wildlife Conservation Commission (FWC) and Carlton Cattle Co., LLC, for Cattle Grazing on Babcock/Webb WMA, Pasture 3

Included for your review is an original of the above referenced Contract 17254, Amendment 1 - Renewal, on Babcock Webb WMA, Pasture 3. This Amendment renews the contract for an additional 5 yr term in accordance with the Section 5 of the Original Contract as well as updating language on Fence Maintenance and Holding Pens in Section 7.5.

This renewal will run from March 15, 2023 to March 14, 2028.

Your prompt review and delivering to the next reviewer would be appreciated. Should there be any questions, please call me at 617-9510.

Thank you for your assistance.

Attachment (Original)

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 17254, Amendment 1

This Amendment to Contract No. 17254, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Carlton Cattle Company, LLC, 26-1361440, whose address is 6895 State Road 64 East, Wauchula, Florida 33873, hereinafter "Contractor," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

In accordance with the Renewal Paragraph 5 of the ORIGINAL CONTRACT, the ORIGINAL CONTRACT is hereby renewed for an additional five-year term, commencing March 15, 2023, and terminating March 14, 2028.

Section 7.5 FENCE MAINTENANCE AND HOLDING PENS of the Original Contract is hereby amended to read as follows:

The CONTRACTOR shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The CONTRACTOR shall preform necessary fence replacement and repair in accordance with specifications for fence construction detailed in **Exhibit I**, attached hereto. All fences, gates, and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property to the standards of the attached fence specifications (Exhibit 1). CONTRACTOR shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be the sole and exclusive expense of the CONTRACTOR, except stated under "COMMISSION RESPONSIBILITIES". The fencing shall be inspected regularly including one complete annual inspection with repairs during the dry season (January – April). The CONTRACTOR will provide FWC documentation of the regular and annual inspections including the location of the repairs and what repairs were performed no later than one week after the regular and annual inspection is performed. Each annual inspection must include the tightening of any loose wire, replacement of any missing staples, replacement of any missing or rotten wire, replacement of any rotten posts and rehang any malfunctioning gates. The CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

Failure of the CONTRACTOR to properly maintain the holding pens and fences shall allow the COMMISSION to make claim on the Performance Bond. In the event of such claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

SIGNATURES

All provisions of the Original Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Contract No. 17254 to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Carlton Cattle Company, LLC	**Florida Fish and Wildlife Conservation Commission**
Matt Carlton	Jessica Crawford Digitally signed by Jessica Crawford Date: 2023.03.13 13:38:17 -04'00'
Contractor Signature	Executive Director (or Designee) Signature
Matt Carlton	Jessica Crawford
Print Name	Print Name
Pres	Chief of Staff
Title	Title
2/14/23	3/13/2023
Date	Date

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

CONFLICT OF INTEREST CERTIFICATION

As set forth in Section 112.313, Florida Statutes, employees of the Florida Fish and Wildlife Conservation Commission (FWC/Commission) may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest. Therefore, I hereby certify that I have no present conflict of interest and that I will recuse myself from any capacity in taking part in the solicitation, development, or selection criteria for evaluation; the evaluation process and the decision making, approval, disapproval, or recommendation of any consultant/contractor for selection on any contract; or management of any contract if I have a conflict of interest or a potential conflict of interest.

I realize that violation of the above-mentioned statute would be punishable in accordance with Section 112.317, Florida Statutes, and may result in disciplinary action by the Commission.

17254 A-1

FWC Grant Agreement/Contract #

Byron A. Williams

Print Name

Byron A. Williams Digitally signed by Byron A. Williams Date: 2023.01.10 15:20:40 -05'00' 1/10/2023

Signature **Date**

11.2.11 Contract #17253

FISH & WILDLIFE CONSERVATION COMMISSION

REVENUE CONTRACTS SET-UP FORM

D/O/I: HSC

Agreement Title: 2 Bar Cattle LLC, Twyl Oxer Cattle Grazing, Yucca Pens Unit, Bobcock/Webb WMA

FWC Agreement # R _____ FWC Amendment # N/A

Awarding Agency Agreement # 17253

Begin Date: 3/9/2018 End Date: 3/8/2023

Awarding Agency address & Contact Information:

Byron A. Williams
620 South Meridian Street
Tallahassee, FL 32399

Phone #: 850-617-9510 Fax #: _____

Email Address: byron.williams@myfwc.com

	Yes	No
Federal Contract		
State Contract		
Other Contract		
purchase order		
other, explain	✓ Revenue	

Type of Payment Method (Please check one)	
Cost reimbursement	
Fixed-Fee:	
Billed Monthly	
Billed Quarterly	
Billed Annually	semi annually
Deliverable	

Agreement Budget:	
Contractor/Grantor	
In-kind contribution	
Total Contract	$2,450.00 annually

FWC Principal Investigator or Project Manager/Coordinator:

Name: David Johnson

Location: 620 South Meridian Street, Tallahassee, FL 32399

Telephone #: 850-617-9515

Is indirect allowed? YES ☐ NO ☐

TO BE COMPLETED BY REVENUE SUPERVISOR
EO: _____
Revenue obj code: _____
Revenue Category: _____

will invoice semi-annually for $1,225.00

Florida Fish & Wildlife Conservation Commission
Contract/Grant Routing Review Form

1. TYPE: ☑ New ☐ Amendment # ☐ Task Assignment # ☐ Renewal/Extension ☐ Modification ☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 17253 | 3. Contract Manager's Name/Telephone Number: Byron A. Williams 850-617-9510

4. Project Manager: Byron A. Williams | Date: 2/21/2018 | Telephone #: (850) 617-9150 | Division/Office HSC

5. ☑ Financial ☐ Non-Financial | Method of Procurement: H-Agency Invitation to Bid [s. 287.057 (1)(a), FS] | Solicitation #: FWC 17/18-1

6. Project Title/Contract Description: Z Bar Cattle LLC. Cattle Grazing Yucca Pens Unit of the Babcock Webb WMA

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 2,450.00/year	$ N/A	$ N/A	$ N/A

8. Contract Begin Date: Upon execution | Original End Date: 5 years after execution | New End Date: N/A

9. Vendor Name: Z Bar Cattle LLC | Telephone#: (863) 441-1617

10. Vendor's Contact Name: Tuyl Oxer | 11. Vendor/Tax ID# 82-3026150 | Seq.#

12. Cost/Price Analysis Required? ☐ Yes ☑ No | 13. Risk Assessment Required? ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed	
	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.
BAW	Contract Manager Name: Byron A. Williams — Date: 2/21/2018 — FCCM #:
BH	*If not applicable, indicate with "N/A"* Budget Reviewer Name: Rosa Heathcock — Date: 2/22/18 — Edits: ☐ Yes ☑ No
	Delegate based on current Fiscal Year Delegation of Authority Div/Off Director or Delegate: Lawson E Snyder — Date: — Edits: ☐ Yes ☑ No
	If not applicable, indicate with "N/A" Chief Information Officer: N/A — Date: — Edits: ☐ Yes ☐ No
✓	FBO Contract Admin.: Kat Ethridge — Date: 2/23/2018 — Edits: ☐ Yes ☑ No
	If not applicable (Under $325k), indicate with "N/A" General Services Section Leader: NA — Date: — Edits: ☐ Yes ☐ No

15. Contract Execution *(MUST be Hard Copy Review/Signatures)*

If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Anthony Pinzino — Date: 2/23/18

Print Name: Anthony Pinzino

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: _____ Date Received Back from Vendor: _____

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams — Date: 2/23/18

Print Name: _____

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: N/A — Date: _____

Print Name: _____

If not applicable (under $500k), indicate with "N/A":

**Chief Operating Officer Signature: N/A — Date: _____

Print Name: _____

Executive Director or Designee Signature: Lawson E Snyder

Print Name: Lawson E Snyder

EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 3/9/18

FBO Contract Admin. Signature: _____ Date Entered into FACTS: _____

Date Received: _____ Print Name: _____

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

22 FEB 2018 PM 4:27

Florida Fish & Wildlife Conservation Commission
Contract/Grant Routing Review Form

1. TYPE: ☑ New ☐ Amendment # ☐ Task Assignment # ☐ Renewal/Extension ☐ Modification ☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 17253 | 3. Contract Manager's Name/Telephone Number: Byron A. Williams 850-617-9510

4. Project Manager: Byron A. Williams | Date: 2/21/2018 | Telephone #: (850) 617-9156 | Division/Office HSC

5. ☑ Financial ☐ Non-Financial | Method of Procurement: H-Agency Invitation to Bid [s. 287.057 (1)(a), FS] | Solicitation #: FWC 17/18

6. Project Title/Contract Description: Z Bar Cattle LLC. Cattle Grazing Yucca Pens Unit of the Babcock Webb WMA

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 2,450.00/year	$ N/A	$ N/A	$ N/A

8. Contract Begin Date: Upon execution | Original End Date: 5 years after execut | New End Date: N/A

9. Vendor Name: Z Bar Cattle LLC | Telephone#: (863) 441-1617

10. Vendor's Contact Name: Tuyl Oxer | 11. Vendor/Tax ID# 82-3026150 | Seq.#

12. Cost/Price Analysis Required? ☐ Yes ☑ No | 13. Risk Assessment Required? ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.		
BAW	Contract Manager Name: Byron A. Williams	Date: 2/21/2018	FCCM #:
BH	If not applicable, indicate with "N/A" Budget Reviewer Name: Rosa Duthie	Date: 2/22/18	Edits: ☐ Yes ☑ No
	Delegate based on current Fiscal Year Delegation of Authority Div/Off Director or Delegate: Lawson E Snyder	Date:	Edits: ☐ Yes ☑ No
	If not applicable, indicate with "N/A" Chief Information Officer: N/A	Date:	Edits: ☐ Yes ☐ No
✓	FBO Contract Admin.: Kat Ethridge	Date: 2/23/2018	Edits: ☐ Yes ☑ No
	If not applicable (Under $325k), indicate with "N/A" General Services Section Leader: NA	Date:	Edits: ☐ Yes ☐ No

15. Contract Execution (MUST be Hard Copy Review/Signatures)
If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Anthony Pinzino Date: 2/23/18
Print Name: Anthony Pinzino
Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: _____ Date Received Back from Vendor: _____

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.
Contract Manager Signature: B A. Williams Date: 2/23/18
Print Name: _____

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.
Legal Signature: N/A Date: _____
Print Name: _____

If not applicable (under $500k), indicate with "N/A":
**Chief Operating Officer Signature: N/A Date: _____
Print Name: _____

Executive Director or Designee Signature: Lawson E Snyder
Print Name: Lawson E Snyder
EXECUTION DATE: (Date Signed by Ex Dir or Designee) 3/9/18

FBO Contract Admin. Signature: Kat Ethridge Date entered into Contract Archives 3/12/2018.
Date Received: 3/9/2018 Print Name: Kat Ethridge
Date Entered into FACTS: NA

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

22 FEB 2018 PM 4:27

FWC-167 (Revised – 4/2016)

CONTRACT FOR GRAZING ON BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA), YUCCA PENS UNIT

This CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter "COMMISSION" and Z Bar Cattle LLC, hereinafter called the "CONTRACTOR". If the CONTRACTOR is a corporation, its Florida corporate status must be current and an individual must sign as the guarantor.

NOW THEREFORE, the COMMISSION and the CONTRACTOR, for the consideration hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The CONTRACTOR shall be provided access to **YUCCA PENS UNIT OF THE BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA),** to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in the ITB # FWC 17/18-77 which includes the COMMISSION'S Prescribed Grazing Plan. The term "Scope of Work" when used in this Contract shall include ITB # FWC 17/18-77 and Exhibits I, II, III and IV of this Contract.

The COMMISSION and the CONTRACTOR intend to partner together to provide cattle grazing services in accordance with ITB # FWC 17/18-77, this Contract, and the awarded vendor's response. ITB # FWC 17/18-77 and the awarded vendor's response are hereby attached and incorporated into this contract. In case of any conflict, the order of precedence and prevailing terms shall be in this order; ITB# FWC 17/18-77, this Contract, and the awarded vendor's response.

2. **PERFORMANCE.** The CONTRACTOR shall perform cattle grazing as described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the CONTRACTOR. The CONTRACTOR shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The CONTRACTOR shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report. Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a

copy must be forwarded to the Commission's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488- 3427 will assist with questions and answers.

Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

DELIVERABLES

The following services or service tasks are identified as deliverables for the purposes of this Contract:

a. Performance of all services set forth in this Contract and the Scope of Work.
b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

3. PROPERTY. The property on which these activities described in this Contract will occur is shown in Exhibit IV of this Contract. This is a Contract for the provision of cattle grazing by the CONTRACTOR, and shall not be construed to be a lease of real property.

4. TERM. This Contract shall begin upon execution by both parties and end five (5) years from that date, inclusive unless terminated earlier in accordance with its term.

5. RENEWAL. The Commission has the option to renew this Contract for a period of five (5) years after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission's Contract Administrator.

6. AMENDMENT OR MODIFICATION.

Waiver or Modification. No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both parties.

Change Orders. The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.

Renegotiation upon Change in Law or Regulations. The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

7. **CONTRACTOR'S RESPONSIBILITIES.** In addition to the general provisions of this Contract the CONTRACTOR shall have the following specific responsibilities:

7.1 **CONTRACTUAL PAYMENT SCHEDULE.** The CONTRACTOR shall submit the first semi-annual payment and the $ 30,000.00 Performance Bond within ten (10) consecutive calendar days after the execution of the contract. The COMMISSION shall invoice the CONTRACTOR for subsequent semiannual payments. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation COMMISSION, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150. The contract and revenue (R) number should be included in the note field on all payments.

7.2 The CONTRACTOR shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. The Performance Bond shall be submitted to the COMMISSION's Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the CONTRACTOR, the Surety, the COMMISSION's full name, the purchase order or contract number assigned to the project by the COMMISSION, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the COMMISSION, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. CONTRACTOR is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the CONTRACTOR does not perform the yearly fire line disking requirement, fence maintenance, holding pens maintenance or in case of a default violation according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the CONTRACTOR.

In lieu of a Performance Bond, the COMMISSION may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based

upon 12-month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid), plus the estimated value of fence maintenance each year ($5,000.00), plus the estimated value of each holding pen ($15,000.00 each), plus the estimated cost of disking fire lines each year (total length of 104 miles X 2 @$35.00 per mile). The performance bond number calculated will be rounded up to nearest $5000 increment. Example: If the total number comes to $17,595.00 then the annual bond requirement will be set at $20,000.

Work shall not begin before the COMMISSION receives the Performance Bond and Power of Attorney. Failure to provide a Performance Bond and Power of Attorney may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the State's approved vendor list for future solicitations.

Failure of the CONTRACTOR to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the contract or provide a new bond annually within thirty (30) consecutive calendar days of the COMMISSIONS semi-annual invoice date during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the FWC approved vendor list for future solicitations.

The CONTRACTOR is required to submit the original of the Performance Bond and original of the Power of Attorney to the COMMISSION'S Contract Manager. Additionally, the CONTRACTOR is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the CONTRACTOR shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:
Florida Fish and Wildlife Conservation Commission
Attn: WHM Contract Manager
FWC 17/18-77
620 South Meridian Street, M/S - 10
Tallahassee, Florida, 32399-1600

COPY OF ORIGINALS MAILED TO:
Florida Fish and Wildlife Conservation Commission
Attn: WHM Section Leader
620 South Meridian Street, M/S - 10
Tallahassee, Florida, 32399-1600

7.3 **STOCKING RATE.** The CONTRACTOR shall semi-annually pay the COMMISSION $25.00 per animal grazing unit for the first year of grazing ($1,225.00 semi-annually for a first-year total of $2,450.00). Cattle shall be stocked at a rate not to exceed 98 animal grazing units on **YUCCA PENS UNIT OF THE BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA),** based on the 2017 Prescribed Grazing Plan (completed by NRCS for the WMA) as amended by Addendum No. 1 to Bid No. FWC 17/18-77 dated January 23, 2018. The stocking rate will be adjusted if necessary following any updated grazing plans by NRCS. The stocking rate may only be increased with written permission by the COMMISSION. The stocking rate may be decreased by the COMMISSION upon written notice to the CONTRACTOR if grazing is excessive for optimum wildlife management. The CONTRACTOR shall accordingly increase or decrease such stocking rate within 60 days of written notice by the COMMISSION.

7.4 **MARKING OWNERSHIP.** The CONTRACTOR shall mark all cattle with the CONTRACTOR's brand, tag, or other owner identification before releasing the cattle for grazing on the above COMMISSION land. The CONTRACTOR shall mark all calves born in the grazing lands at the first gathering after their births, which shall be undertaken within six months of such births. All cattle grazed under this CONTRACT shall be the property of the CONTRACTOR and therefore the sole responsibility of the CONTRACTOR.

7.5 **FENCE MAINTENANCE AND HOLDING PENS.** The CONTRACTOR shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The CONTRACTOR shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in **E x h i b i t I** , attached hereto. All fences, gates and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property. CONTRACTOR shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be at the sole and exclusive expense of the CONTRACTOR, except as stated under "COMMISSION RESPONSIBILITIES". The CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

Failure of the CONTRACTOR to properly maintain the holding pens and fences shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

7.6 **GRAZING ACCOUTREMENTS.** The CONTRACTOR shall be required to have the COMMISSION's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The CONTRACTOR shall be required to maintain all fences within authorized grazing units in accordance with specifications in **Exhibit I** and other constructed physical alterations or

improvements to the grazing lands that are necessary to the CONTRACTOR's grazing operations and which are necessary for the CONTRACTOR to fulfill the covenants to which he or she is bound. The CONTRACTOR shall not cross-fence the grazing lands without prior written approval of the COMMISSION. Hay shall not be brought onto the property for supplemental feeding. Pellets, minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the COMMISSION. All supplemental feeding sites shall be located to avoid imperiled species and the locations shall be approved by the Project Manager. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the CONTRACTOR shall remain the property of the CONTRACTOR and the CONTRACTOR shall expeditiously remove same upon termination of this CONTRACT and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the COMMISSION.

7.7 **GROUND DISTURBING ACTIVITIES.** The CONTRACTOR shall not initiate any ground disturbing activities including construction of ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the COMMISSION except as outlined herein. These restrictions do not exempt the CONTRACTOR from the annual fire line maintenance requirement.

7.8 **EXOTIC VEGETATION**: In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a designated quarantine pen on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA)** before being released to graze on other pastures. The quarantine pen and grazing units may be inspected at various times by the Project Manager. If it can be determined that the CONTRACTORS' cattle are spreading Tropical Soda Apple and/or other exotics because cattle were not held for the full required quarantined period, the CONTRACTOR will be responsible for the elimination of the exotics in the other infested pastures. The CONTRACTOR is responsible for maintaining the quarantine pen free of exotics between quarantines.

Exotic plant elimination shall be done in accordance with **Exhibit II** attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the CONTRACT, forfeiture of Performance Bond and immediate payment of remaining CONTRACT fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

7.9 **FIRE LINES.** No less than once every 12 months between October 15 and January 15 of each year, the CONTRACTOR shall disk existing fire lines (104 miles) of no less than ten foot widths within the authorized grazing units. Such fire lines shall divide established burn units and completely encircle the perimeter of each management/pasture unit within the contracted area as identified in **Exhibit III**,

attached hereto. Such fire lines shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (i.e. soil remains in fire line to avoid creating a ditch). The CONTRACTOR may request from the COMMISSION, in writing, an extension of time past January 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The CONTRACTOR may request from the COMMISSION, in writing, to disk fire lines in a different time of year. CONTRACTOR shall disk fire lines following written acceptance of the request by the Project Manager. Such request for extension shall be made by the CONTRACTOR on or before October 1 of each year. Approval for such extension must be in writing from the COMMISSION and shall specify the date upon which the extension shall expire. The granting of an extension for fire line maintenance shall not be unreasonably withheld.

Failure of the CONTRACTOR to properly disk no earlier than October 15 of each calendar year and no later than January 15 of the following calendar year or such date upon which any extension shall expire if such extension is approved by the COMMISSION, shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

7.10 WATER CONTROL STRUCTURES. The CONTRACTOR shall not manipulate any water control structures and/or water level monitoring staff gauges.

7.11 **BURNING.** The CONTRACTOR specifically agrees not to willfully set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of the CONTRACT after review by the COMMISSION. If it is determined by the COMMISSION that the CONTRACTOR was negligent, the negligence shall provide grounds for a claim against the CONTRACTOR's Performance Bond.

7.12 **VEHICLES.** The CONTRACTOR shall register with the Contract Manager any vehicles used by the CONTRACTOR, its agents and employees on the grazing lands. Only registered vehicles may operate as part of this Contract.

7.13 **CAMPING.** The CONTRACTOR shall not allow camping, except as approved in writing by the COMMISSION and at campsites designated by the COMMISSION.

7.14 **GATHERING NOTICE.** The CONTRACTOR shall give no fewer than seven days written notice to the COMMISSION and other CONTRACTOR's whose use or contract adjoins the grazing lands, prior to the gathering or round-up of cattle within the grazing lands.

7.15 **REGULATIONS:** The CONTRACTOR shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the CONTRACTOR shall be responsible to the COMMISSION under this CONTRACT for its agents and employees so abiding by all such laws, rules and

regulations.

7.16 **ASSIGNMENT:** The CONTRACTOR shall not assign any or all of the rights, liabilities, duties or obligations of the CONTRACT nor subcontract any part of the grazing lands, without the prior written approval of the COMMISSION.

7.17 **INDEMNITY:** If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

7.18 **INSURANCE:** The CONTRACTOR shall, throughout the term of this CONTRACT, at his own cost and expense, provide, maintain and keep in force general liability insurance (including personal injury and property damage), insuring against liability for injury to persons or property occurring in, on or about the property or arising out of CONTRACTOR's possession, use, occupancy or maintenance thereof in an amount not less than $500,000 (Five Hundred Thousand Dollars) per occurrence and $1,000,000 annual aggregate for bodily injury and not less than $100,000 per occurrence and $300,000 annual aggregate for property damage and comprehensive automobile liability coverage with limits of not less than $300,000 combined single limit for bodily injury and property damage. The COMMISSION shall be named as an additional insured, under such insurance.

CONTRACTOR is to ensure the General Liability Insurance Company issuing the Certificate of Liability Insurance indicates the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600 in the Certificate Holder section of the certificate form and references the FWC Contract Number in the Description of Operations section of the form.

Failure of the CONTRACTOR to provide Insurance or to continuously maintain the insurance in effect during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the Commission's approved vendor list for future solicitations.

7.19 **RECORD KEEPING REQUIREMENTS:**

Contractor Responsibilities. The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in

accordance with generally accepted accounting principles.

State Access to Contractor Books, Documents, Papers, and Records. The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

7.20 **PUBLIC RECORDS:**

This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

Pursuant to Section 119.0701, F.S., the Contractor shall comply with the following:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records
disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

7.21 **PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS:** All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

7.22 **COOPERATION WITH INSPECTOR GENERAL:** Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

8. **COMMISSION ACTIVITIES AND RESPONSIBILITIES**. In consideration of this Contract, COMMISSION permits CONTRACTOR to utilize the Property to CONTRACTOR'S benefit in accordance with this Contract. The COMMISSIONS' activities and responsibilities in regard to the Property will be as follows:

8.1 **LAND MANAGEMENT AND PUBLIC USE.** COMMISSION shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the CONTRACTOR'S activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. COMMISSION will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the CONTRACTOR. The COMMISSION may engage in land management, controlled burns and exotic plant control activities, which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by COMMISSION personnel, or under COMMISSION supervision. The CONTRACTOR shall not willfully nor negligently set fire, or allow

any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

8.2 **WITHDRAWAL OF ACREAGE.** When the COMMISSION, in its sole discretion, determines that it is necessary for wildlife management or other management reasons (including but not limited to a sale or other disposition of all or part of the Property), to withdraw acreage from the Property, such acreage shall be withdrawn upon 60 days' notice to CONTRACTOR. Upon such withdrawal, the COMMISSION shall notify the CONTRACTOR of the reduction of payments due under this Contract. Such reduction shall be determined by the COMMISSION based on the price paid by the CONTRACTOR per animal unit, times the number of animal units permitted on the reduced acreage.

9. COMMISSION'S RIGHTS AND RESPONSIBILITIES

9.1 **FENCE.** The COMMISSION, at its discretion, may install new fencing, and shall coordinate such activities with those of the CONTRACTOR.

9.2 **BURNING.** All burning prescribed shall be conducted by the COMMISSION and/or its authorized agents.

9.3 **OUTDOOR RECREATION.** The COMMISSION shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the CONTRACTOR activities authorized under this CONTRACT.

9.4 **MINERAL USE.** The COMMISSION shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the CONTRACTOR are confined solely to the grazing of cattle.

9.5 **OTHER USES.** The COMMISSION shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

9.6 **SUBCONTRACTS**

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract in writing; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply,

in addition to any terms and conditions included in the Scope of Work.

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

Commission Right to Reject Subcontractor Employees. The Commission shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

Subcontractor as Independent Contractor. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

10. SPECIAL CONDITIONS

10.1 **CONTRACT ADJUSTMENTS**. The initial annual CONTRACT payment shall be adjusted if the COMMISSION increases or decreases the stocking rate. The COMMISSION shall notify the CONTRACTOR in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the CONTRACTOR shall pay the COMMISSION the amount of such adjustment. The annual CONTRACT payment shall also be adjusted if the COMMISSION withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the CONTRACTOR. Within thirty (30) days of written notice by the COMMISSION, the CONTRACTOR shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The COMMISSION shall rebate the amount of such adjustment to the CONTRACTOR.

10.2 **LATE FEE.** Should the CONTRACTOR fail to make the semiannual CONTRACT payment, CONTRACTOR shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due CONTRACT payments will be at the expense of the CONTRACTOR.

10.3 **TERMINATION.** This CONTRACT may be terminated in the following ways:

a. This CONTRACT shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud or willful misconduct or breach of this CONTRACT. The COMMISSION at its option may allow up to thirty (30) calendar days to

correct a breach of this CONTRACT.

b. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR in the event the annual CONTRACT payment is not paid when due. Such termination is at the option of the COMMISSION.
c. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR, in the event the CONTRACTOR, his agents or employees fail to abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and the use of grazing lands as herein provided, or for failing to abide by other laws and rules of the State of Florida.
d. This CONTRACT shall terminate sixty (60) days following the COMMISSION giving written notice to the CONTRACTOR that the grazing lands are to be sold. Within thirty (30) days of confirmation by the COMMISSION that CONTRACTOR has to remove his cattle, the COMMISSION shall rebate the prorated share of the annual contract payment to the CONTRACTOR.
e. This CONTRACT may be terminated by the COMMISSION in its sole discretion upon thirty (30) days written notice to the CONTRACTOR in the event the continuation of cattle grazing activities on the premises are found to be incompatible with the COMMISSIONS' management plans or activities on the **BABCOCK/WEBB WILDLIFE MANAGEMENT AREA (WMA)**.
f. If the CONTRACT is terminated upon written notice, the CONTRACTOR shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands. Additionally, at the end of the Lease the CONTRACTOR shall have thirty (30) days to remove his cattle from the grazing lands.
g. Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the COMMISSION, the CONTRACTOR may be given reasonable time, determined by the sole discretion of the COMMISSION, to remove equipment, etc. In the event of termination under this provision by the CONTRACTOR, the CONTRACTOR must ensure all provisions that impact the condition of the WMA (fencing, roads, etc) and/or payments owed must be paid in full including any partial payments due the COMMISSION for use days since last payment before contract closeout.

10.4 **RELATIONSHIP OF PARTIES.**

Independent Contractor. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

10.5 **NOTICE.** Unless a notice of change of address is given, any and all notices

shall be delivered to the parties at the following addresses:

CONTRACTOR	COMMISSION
Z Bar Cattle LLC. LLC. Tuyl Oxer 1551 Detjens Dairy Road Venus, FL 33960	Florida Fish and Wildlife Conservation Commission WHM Contract Manager 620 South Meridian Street Tallahassee FL 32399

10.6 **Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

10.7 **Commission Rights to Undertake or Award Supplemental Contracts.** Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

10.8 **OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.**

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

10.9 **NON-DISCRIMINATION.**

Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

10.10 **PUBLIC ENTITY CRIMES.**

Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

Notice of Conviction of Public Entity Crime. Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

10.11 **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

10.12 **EMPLOYMENT ELIGIBILITY VERIFICATION**

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining

a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

10.13 **SEVERABILITY AND CHOICE OF VENUE.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

10.14 **NO THIRD PARTY RIGHTS:** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

10.15 **JURY TRIAL WAIVER:** As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit.*

10.16 **DAMAGES TO STATE PROPERTY**
Any damages to state property (i.e. structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

10.17 **CONTRACT RELATED PROCUREMENT:**
PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride- enterprises.org.

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

10.18 **FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM**

Contractor Federal Certification. In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of Attachment F, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

10.19 **PROHIBITION AGAINST LOBBYING**
The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

10.20 **OTHER AGREEMENTS:** This CONTRACT and corresponding solicitation materials and addenda, if any, and the successful proposal contains the complete CONTRACT between the COMMISSION and the CONTRACTOR and, as of the effective date hereof, shall supersede all other agreements, communication or representations, either verbal or written, between the COMMISSION and CONTRACTOR.

10.21 **COMPLETE CONTRACT:** The COMMISSION and CONTRACTOR stipulate that neither of them has made any representations except such representations specifically contained within this CONTRACT and each party acknowledges reliance on its own judgment in entering into this CONTRACT. The COMMISSION and CONTRACTOR further acknowledge that any payments or any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this CONTRACT.

10.22 **COMPLIANCE WITH LAWS**
The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum

level of accessibility. Violation of such laws shall be grounds for Contract termination. The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

10.23 **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

10.24 **MODIFICATION OR AMENDMENT OF CONTRACT:** No waiver, or modification or amendment of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the party to be charged therewith. It is the intention of the COMMISSION and the CONTRACTOR that no evidence of any waiver, or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this CONTRACT unless such waiver, or modification or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

10.25 **ENTIRE AGREEMENT:** This Contract with all incorporated attachments and exhibits represents the entire Contract of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this contract and its attachments, the terms of the solicitation and the contractor's response to the solicitation.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR

Tyl Oxer
Name

Z BAR CATTLE
Title

3-5-18
Date

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Eric Sutton, Executive Director

3/9/18
Date

Approved as to form and legality:

COMMISSION Attorney

2/23/18
Date

Attachments in this Contract include the following:

Exhibit I	Specifications for Fence Construction
Exhibit II	SS-AGR-77, Tropical Soda Apple Information Bulletin
Exhibit III	ITB # FWC 17/18-77 – Prescribed Grazing Plan
Exhibit IV	Yucca Pens Unit Babcock/Webb WMA Grazing Map

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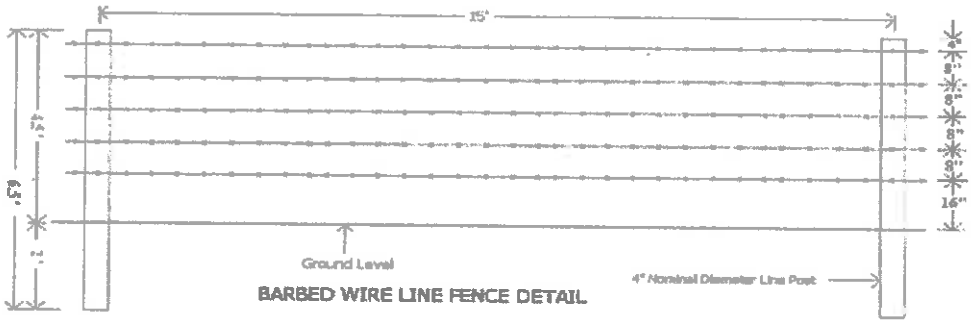
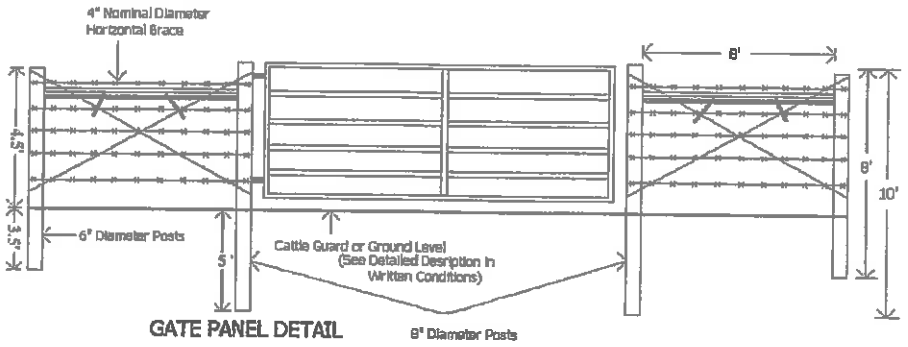
Exhibit I – Specifications for Fence Construction (page 1 of 3)

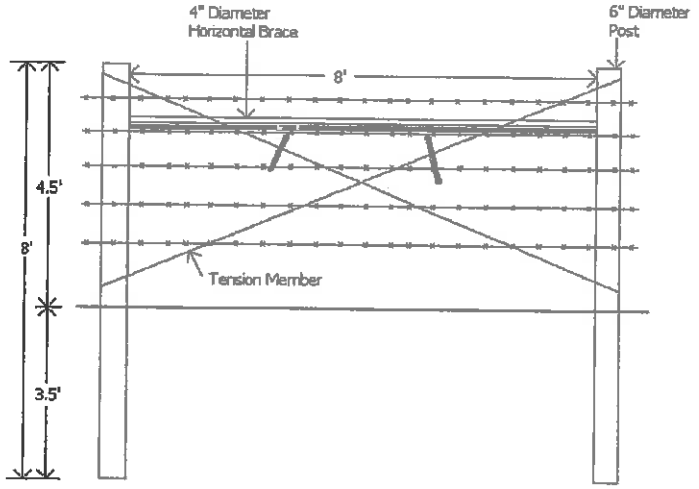


BARBED WIRE LINE FENCE DETAIL

Exhibit I – Specifications for Fence Construction (page 2 of 3)



GATE PANEL DETAIL



IN-LINE BRACE DETAIL

Exhibit I – Specifications for Fence Construction (page 3 of 3)

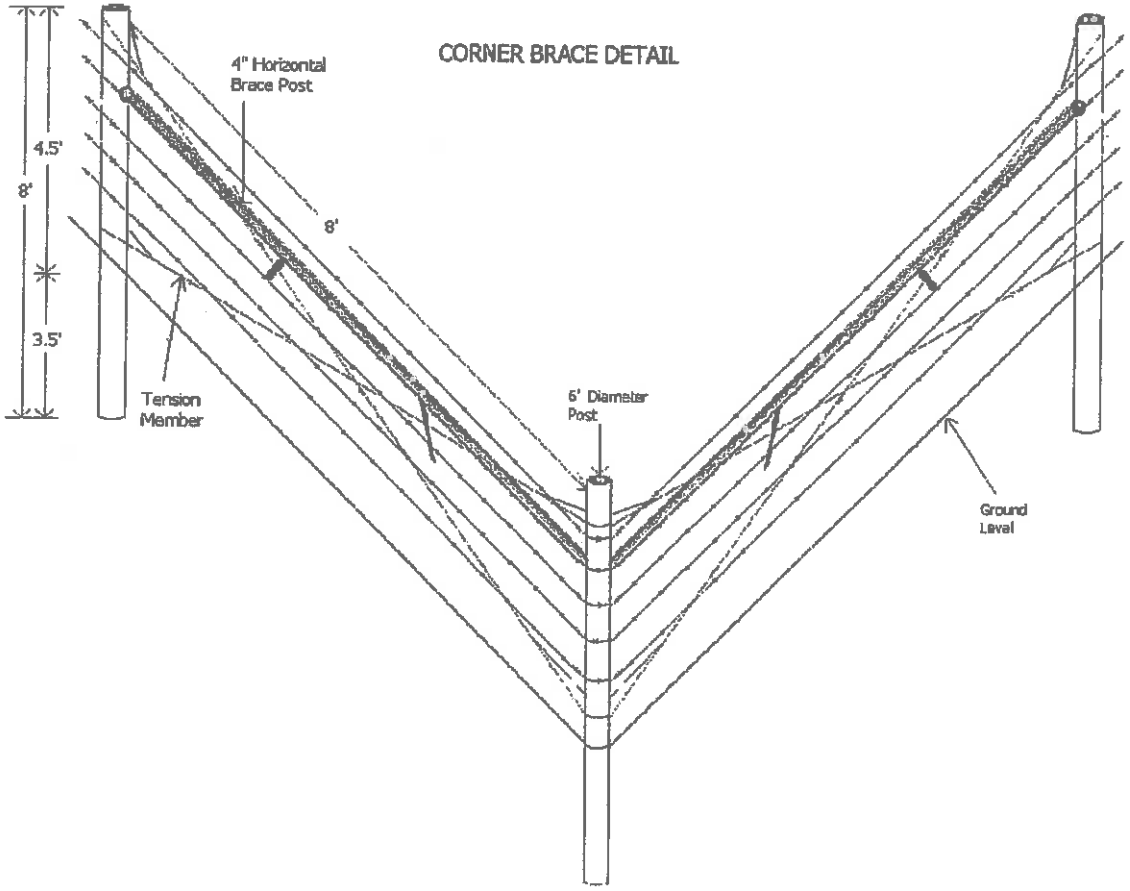


Exhibit II (page 1 of 4)

UF UNIVERSITY of FLORIDA
IFAS Extension

SS-AGR-77

Tropical Soda Apple: A Noxious Weed in Florida[1]

J. Jeffrey Mullahey, Jason Ferrell, and Brent Sellers [2]

Tropical soda apple (*Solanum viarum* Dunal) is a perennial weed that creates serious problems in many perennial grass pastures and native areas of Florida (Figure 1). This noxious weed, having foliage unpalatable to livestock and highly viable seed, can infest a pasture or native area within 1 to 2 years, resulting in lower stocking rates (animals per acre). The incidence of this plant has been highest in Florida, though the weed is present in Georgia, Alabama, Mississippi, South Carolina, Tennessee, Louisiana, and Pennsylvania. Within Florida, the incidence of this plant has been highest in the south, although it is now distributed throughout the entire state.

Figure 1. Tropical soda apple in a typical south Florida bahiagrass pasture.

Plant Description

At maturity, TSA is 3 to 6 feet tall and the entire plant, including stems and leaves, has thorn-like prickles approximately 0.5 to 1 inch long (Figure 2). Leaves are pubescent (hairy), measure 6 to 8 inches long and 3 to 6 inches wide, and are lobed (Figure 3). The flowers are white with yellow stamens. The globular fruit, approximately 1 inch in diameter, is yellow when mature (Figure 4). Each mature fruit contains about 400 light red-brown seeds with diameters of approximately 0.10 inch. Seeds are only moderately flattened and are found in a mucilaginous layer containing a glycoalkaloid called solasodine. TSA fruit collected in south Florida averaged 1 inch in diameter, with an average of 413 seeds per fruit.

1. This document is SS-AGR-77, one of a series of the Agronomy Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Published October 1993 as WEC-7. Revised: August 2006. Reviewed: November 2006. Visit the EDIS Web Site at http://edis.ifas.ufl.edu.

2. J. Jeffrey Mullahey, professor and center director, West Florida Research and Education Center–Milton, FL; Jason Ferrell, assistant professor, Agronomy Department; Brent Sellers, assistant professor, Range Cattle Research and Education Center–Ona, FL; Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida, Gainesville, FL.

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Figure 2. Thorn-like prickles on a tropical soda apple leaf.

Figure 3. Mature tropical soda apple plant.

Weed Biology

Although TSA flowers throughout the year, flowering is concentrated from September through May. Fruit production occurs throughout the year (primarily from September through May), ensuring large numbers of viable seeds (from 40,000 to 50,000 per plant at 75% germination) for seed dispersal. Seed in the top 1 to 2 inches of the soil surface is more likely to germinate than seed on the soil surface or seed placed at a depth greater than 3 inches. White (immature) seed is not viable, regardless of fruit color. Livestock and wildlife such as feral hogs, deer, and raccoons eat the fruit and disperse the seed via feces, spreading the plant to other land areas.

Figure 4. Tropical soda apple fruit. Top row: immature fruit. Bottom row: mature fruit.

Seedling emergence has been observed primarily during the dry season (October through May). New plants can emerge either from seeds or from roots of existing plants, whose buds regenerate new shoots. The root system can be extensive, with feeder roots a few inches below ground measuring 0.25 to 1.0 inch in diameter and extending 3 to 6 feet horizontally from the crown of the plant.

Weed Ecology

TSA has been observed as a weed in pastures, ditch banks, sod fields, citrus groves, sugar cane fields, vegetable fields, roadsides, rangeland, and nature preserves. It is a common weed in South America, India, the West Indies, Honduras, and Mexico. Native to Argentina and central Brazil, TSA has been introduced in Africa, much of India, and Nepal and can be expected to occur in other subtropical areas. How TSA was introduced into Florida is not known. In Florida, it is an obligate weed mainly associated with human activities.

Tropical soda apple is less productive, or may actually die, in the summer, when water accumulates in fields. *Solanum* spp. were first reported by ranchers in south Florida in the early 1960s. According to these initial reports, however, the fruit color was

cherry red, not yellow. Apparently, ranchers were observing *Solanum capsicoides*, not TSA. For the past 10 years in south Florida, TSA has been the more prevalent of the two species. Although the reasons for TSA's rapid increase are not well understood, its seed is spread by animals, contaminated hay, and grass seed (e.g., that of bahiagrass).

Weed Control

Dense Infestations

Milestone and Forefront are the most effective herbicides for controlling dense stands of TSA. These herbicides possess postemergence control of existing plants and preemergence control of germinating seeds. Our research has shown that Milestone and Forefront will control germinating seedlings for over 6 months after application.

The application rate for Milestone is 5 to 7 oz/A while Forefront is 2 to 2.6 pt/A. Although the lower application rates are highly effective on existing plants, the higher rates will provide more soil activity and are suggested if large amounts of TSA seed are present in the soil. Although mowing prior to herbicide application is not required, it is important to add a non-ionic surfactant (0.25% v/v) and apply in at least 20 gallons of water per acre.

Another option is to use Remedy herbicide. When using Remedy, mow plants to a 3-inch stubble height as soon as possible to keep plants from producing fruit and seed. Repeat mowing when plants reach the flowering stage (50-60 days) through April. Fifty to 60 days after the April mowing, when plant regrowth is at the first flower stage (late May - June), spray Remedy at 1 qt/A + 0.25% nonionic surfactant in 40 gal/A of water.

Remedy does not possess soil residual and follow up applications to control escaped or new seedlings will be necessary.

Regardless which herbicide is used, regular scouting after treatment is necessary. TSA can produce fruit at almost any time during the growing season and give rise to hundreds of additional plants. It is important to monitor the fields to ensure that no plants are allowed to reestablish and produce fruit.

Sparse Infestations

Areas with low TSA infestations should be targeted and each plant sprayed individually. Recommended herbicides for 95 to 100% control are as follows:

Spot Application

Milestone at 0.5 to 0.8 oz per 2.5 gal (15 to 20 ml per 2.5 gal.) + 0.25% nonionic surfactant + color marker. (Use a colored marker with the herbicide solution to avoid spraying the same plant twice, or not spraying a plant at all.)

Forefront or Remedy at 0.5% solution (50 ml per 2.5 gal) + 0.25% nonionic surfactant + color marker.

Cover the entire TSA plant with spray to ensure herbicide uptake and maximum control. Allow herbicides to dry on plants 3-4 hours before rainfall. Monitor sprayed areas monthly and treat new TSA seedlings. Do not allow plants to produce fruit.

TSA control can also be achieved using dicamba at 1% + 0.25% nonionic surfactant in 20 - 30 gallons of water. Dicamba (Banvel, Clarity or Vanquish) is effective at controlling TSA, but the 2 quart rate is more expensive than other options. Be sure and follow the guidelines for spraying volatile herbicides such as dicamba and Remedy (see EDIS publication SS-AGR-12 *Florida's Organo-Auxin Herbicide Rule* [http://edis.ifas.ufl.edu/WG051] for more information).

Shipping Cattle

Ship cattle from an area that does not have TSA or is TSA fruit free. Mowing a TSA infested pasture prior to shipping will eliminate the fruit and the consumption of TSA seed by the cattle. The TSA seed can remain viable in the digestive tract for up to six days. Therefore, when you buy cattle, hold them in one area for up to six days to avoid the spread of TSA to other areas on your ranch. For more information, see EDIS publication SS-AGR-78 *Shipping Cattle, Not Tropical Soda Apple Seed* (http://edis.ifas.ufl.edu/UW187).

IFAS is researching methods to control TSA. Efforts to identify effective methods are focused on

Exhibit II (page 4 of 4)

herbicide evaluations, herbicide rates, and biological control measures(insects and pathogens). IFAS is also conducting an aggressive TSA educational outreach program to educate ranchers and landowners. Individuals requiring additional information should contact their county Extension offices.

Further Information

EDIS publications:

SS-AGR-50 Tropical Soda Apple (*Solanum viarum*, Dunal) in Florida (http://edis.ifas.ufl.edu/WG201)

SS-AGR-78 Shipping Cattle, Not Tropical Soda Apple Seed (http://edis.ifas.ufl.edu/UW187)

SS-AGR-129 Tropical Soda Apple Control--Sorting Through the Options (http://edis.ifas.ufl.edu/AG261)

SS-AGR-130 Management Practices to Control Tropical Soda Apple (http://edis.ifas.ufl.edu/UW188)

SS-AGR-131 Tropical Soda Apple Making a Comeback (http://edis.ifas.ufl.edu/UW189)

ENY-826 Biology of *Gratiana boliviana*, the First Biocontrol Agent Released to Control Tropical Soda Apple in the USA (http://edis.ifas.ufl.edu/IN487)

ENY-824 Classical Biological Control of Tropical Soda Apple in the USA (http://edis.ifas.ufl.edu/IN457)

West Florida Research and Education Center:

Tropical Soda Apple (http://tsa.ifas.ufl.edu/)

Tropical Soda Apple Best Management Practices--

North Florida
(
http://tsa.ifas.ufl.edu/00Slides/NorthFlorida/index.html)

South Florida
(
http://tsa.ifas.ufl.edu/00Slides/SouthFlorida/index.html)

Prescribed Grazing Plan

Prepared for

Babcock - Cecil Webb WMA

Charlotte County, Florida

In cooperation with
Charlotte Soil & Water Conservation District
And
United States Department of Agriculture
Natural Resources Conservation Service

Table of Contents:

1. Definition
2. Purpose
3. General Description
4. Objectives
5. Livestock Forage Inventory
6. Livestock Forage Inventory Map
7. Annual Grazing Schedule
8. Plan Map
9. Recommended Grazing Heights
10. Recommendations For Grazing Buffer Areas
11. Operations and Maintenance
12. Contingency Management Plan

1. **Definition:**
Prescribed grazing is a controlled harvest of vegetation with grazing and browsing animals. Prescribed grazing will be used on lands where grazing animals are managed.
For this project, prescribed grazing will be used as a tool to assist in the restoration and maintenance of a portion of the wildlife management area, in conjunction with Brush Control, Pest Management, Prescribed Burning and other practices needed to restore wildlife habitat, natural hydrology, and native plant communities. The grazing plan will be adjusted as needed to address resource concerns and the restoration objectives.

2. **Purpose:**
This practice will be applied as part of a conservation management system to accomplish the following objectives:
   - Maintain a stable and desired plant community, improve or maintain the health and vigor of selected plants.
   - Maintain or improve animal health and productivity.
   - Maintain or improve water quality.

   Note: This plan will be reviewed yearly by the owner/operator. If the number of livestock (10% or more) or the forage condition changes the plan may need to be revised.

3. **General Description:**
The Babcock-Cecil Webb WMA is located in Charlotte County. The property is leased and being managed as cow/calf grazing units. The principal forage species in the Mesic and Wet (South Florida) Flatwoods is Wiregrass (Aristida beyrichiana). Other plant communities include Freshwater Marshes and Sloughs, and Wet and Dry Prairie.

   Pastures 2 continuous, in its current condition are capable of producing enough forage to support **309 animal units (AUs)**. The system in its present condition can support an average of **294 cows,** with an average weight of 1000 lbs., and **11 bulls**, with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio.

   Pastures 2 rotational, in its current condition are capable of producing enough forage to support **244 animal units (AUs)**. The system in its present condition can support an average of **232 cows,** with an average weight of 1000 lbs., and **9 bulls**, with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio.

   Pasture 3 continuous, in its current condition are capable of producing enough forage to support **308 animal units (AUs)**. The system in its present condition can support an average of **293 cows,** with an average weight of 1000 lbs., and **11 bulls**, with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio.

   Pastures 3 rotational, in its current condition are capable of producing enough forage to support **153 animal units (AUs)**. The system in its present condition can support an average of **145**

cows, with an average weight of 1000 lbs., and **6 bulls,** with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio.

The Yucca Pens pastures in their current condition are capable of producing enough forage to support **207 animal units (AUs).** The system in its present condition can support an average of **197 cows,** with an average weight of 1000 lbs., and **7 bulls,** with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio.

One animal unit (AU) is one mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for Heifers and Bulls use the following AU values.

Table 1: Animal Unit Equivalent Guide

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)	- - - - Forage Consumed (pounds) - - - -		
			Day	month	year
Cow, dry	950	0.92	24	727	8,730
Cow with calf	1,000	1.00	26	790	9,490
Bull, mature	1,500	1.35	35	1,067	12,811
Cattle, 1 year old	600	0.60	15.6	474	5,694
Cattle, 2 year old	800	0.80	20.8	632	7,592
Deer, white-tailed, mature	150	0.15	3.9	118	1,423

4. Objectives:

The objectives of the land managers are to improve or maintain the natural ecological communities on wetland and upland sites through maintenance. Grazing and other activities will minimize impacts to other resources, specifically water quality. The objectives of the prescribed grazing plan are to improve and/or maintain an optimum level of the native forages and assist in the reduction of biomass. The proposed grazing plan considers animal health (domestic and native) by using a stocking rate that will provide the needed forage and browse for the animals while protecting the natural resources of the site. The recommended initial stocking rate is based on a comprehensive forage inventory conducted on the Wildlife Management Area in October of 2011. The proposed grazing plan also considers minerals and other supplements needed by the animals. The type and suggested season for providing the needed supplements will be shown on the grazing schedule. The profitability of the site as a Cow/Calf operation was not taken into account in this plan and will be to the land user to determine.

5. Livestock Forage Inventory:

Livestock Forage Inventories are estimates of available forage in each pasture. These estimates are then used to project stocking rates and feed requirements annually. The following Livestock Forage Inventory was evaluated at the time of the development of this plan in October 2011. Forage availability will vary due to climatic conditions and management of grazing system. The forage inventory should be evaluated on a regular basis to ensure proper forage requirements of the livestock are met.

The main forage is Wiregrass in Native areas. Some of the Rangeland plants are listed in Table 4. These plants are good indicators to help you manage the grazing periods.

Forage Inventory Identified the following conditions/ concerns:

- The project area encompasses approximately **44,000** acres.
- The sustainable annual carrying capacity of the project area is estimated at approximately **1220.6** Animal Units (AU) in the existing conditions. The carrying capacity of the site is expected to change with the implementation of the land management practices such as brush management and prescribed burning. These changes may significantly increase or decrease the amount of forage produced.
- Overall vegetative conditions and plant species indicate that the project area is stocked at or below the sustainable carrying capacity.
- A high number of wildlife utilizes the area including Turkey, White-tailed deer, Wading birds and other species.
- Pastures and Rangeland areas are in good condition and show no signs of being overgrazed.

The Prescribed Grazing Plan contains 10 items which should be implemented annually in order to achieve the desired results.

Grazing Management Specifications:

The following actions will be taken to ensure this grazing system will meet the intended objectives. In the event that one or more of these actions cannot be achieved, the landowner will request assistance from the local NRCS office to make adjustments.

1. **Rotational Grazing System** – Actions will be to promote a rotational grazing system and obtain uniform distribution of animals across the area in order to maintain and improve the health and vigor of the plant community. The grazing management system will involve the project area along with additional pasture owned or managed by the Lessee. Grazing animals will be moved to a different grazing unit as forage conditions indicate. When it is not possible grazing animals will be relocated to another site, to ensure no negative impacts to plant health.

The livestock manager will maintain records of the rotational grazing system for the life of the lease agreement. The records will include the number of animals in the herd, the date animals are moved into a field, the date animals are moved out of a field, and observations of key forage plants. Table 1 illustrates how the information may be recorded.

Table 1: Example of Grazing Record

Field No.	No. of AU	Date In	Cow BCS[1]	Date Out	Cow BCS[1]	No. Days	Forage Observations and Management Notes
1	30	12/31/04	4	1/20/05	4	21	Cows grazing sloughs and marshes, No rain, Began feeding protein and energy supplement 16%protien at 5 pounds per head per day.
3	30	1/20/05	4	2/10/05	4	21	Moved cows to unit 3, Still feeding supplement, Maidencane holding up well, Rained 2"

4	30	3/1/05	4	5/30/05	4	90	Cows moved to unit 4, Cows grazing burned area. Stopped feeding supplement on April 1,

[1] BCS = Body Condition Score, basically a description of the fatness of a cow. A numerical scale from 1 to 9 is used to describe varying degrees of fatness. Animals with a BCS of 1 are extremely thin and animals with score of 9 are excessively fat. The best range of scores is 5 to 7. For additional information refer to the IFAS publication "*Effect of Body Condition on Rebreeding,"* publication number AS-51.

The maximum length of the grazing periods will be dependent upon the forage type and amount of forage available. The following table shows the recommended length of the grazing period. Also included in the table are specific conditions which must be met in order to extend the grazing period.

Grazing heights for native forage plants is dependent upon the species and the time of year the plant is grazed. For Native Grasses, ***remove no more that 50% (by weight) of the plant in any grazing event*** This will provide proper use of the forage while maintaining sufficient plant material to, provide wildlife habitat, protect the soil resource, and maintain the health of the plant community.

Grazing periods should be kept relatively short to prevent the plants from being grazed before they have the opportunity to recover from the last grazing event. This will depend on the size of the herd and the area to be grazed. Use the forage heights shown in the previous table to determine the length of the grazing periods.

Table 2: Length of Grazing Periods

Length of Grazing Period		Conditions Necessary to Extend the Grazing Period
Ideal	Maximum Recommended	
7-21Days	35 Days	Average height of Key Native Forages is above the Min. Grazing Height to End Grazing and the Degree of Use has not exceeded the limit for the season. Average height of Bahiagrass is above 2" and/or sufficient hay is being provided to meet animal requirements (15-20 lbs. day).

A rest or recovery period will be provided following grazing events to allow the plants to recover from the effects of grazing. Recovery periods should be long enough to allow the forages to reach the *minimum height to begin grazing* prior to the next grazing event. Because the rest periods are based on the growth rate of the plants, the length of the rest period will vary. The recommended rest periods are shown in Table 3.

Table 3: Rest Periods Based on Forage Growth Rate

Forage Species	Forage Growth Rate		
	Fast (Junel-Sept 1)	*Moderate* (Mar 1-June 1 and Sept 1 – Nov 1)	*Dormant* (Nov 1- Mar 1)
Wiregrass	28-35 days	35-45 days	45-60 days or more
Maidencane	28-35 days	35-45 days	45-60 days or more
Chalky bluestem	28-35 days	35-45 days	45-60 days or more

1. **Proper Grazing Use** – The degree of use allowable on rangeland, native pasture, and land used by wildlife will be applied as follows:
   a. The degree of use is limited to 50 % (by weight) of the current year's growth of the key forage species when the grazing occurs during the current growing season. The growing season is considered to be the period from March 1 to October 31.
   b. The degree of use is limited to 65% by weight of the current season's growth when the grazing is limited to the dormant season. In this situation, utilization should be measured prior to the beginning of the new growing season.
2. **Stubble Height** – Livestock will be managed in a manner that will avoid grazing key forage plants below the recommended stubble height. Cattle will be moved to a new pasture when more than 75 % of the key forage plants have been grazed to or below the recommended stubble height. Refer to Table 4 for the key forage species found in the project area along with recommended heights to maintain healthy stands of forage.

Table 4: Key Forages and Grazing Heights for Key Forages

Forage Species	Plant Community	Minimum Height To Begin Grazing	Minimum Height to End Grazing
Limpograss	Pasture	24"	10"
Bahia grass	Pasture	6"	2"
Wiregrass,	South Florida Flatwoods,	14"	8"
Purple bluestem and/or	Wet Prairie (Slough)	14"	8"
Chalky bluestem	Dry Prairie	14"	8"

3. **Nesting Period** – Cattle will be rotated through the grazing units in a manner that provides a 4 to 6 week ungrazed period during the prime nesting season. This will allow wildlife the opportunity to nest without disruption. The prime nesting season occurs between February 1 and June 30. This deferment from grazing will also prevent stress on native grasses and forages during the early portion of the growing season when soil moisture is generally limited. During this period the animals will be moved to other pastures owned or managed by the Lessee. If necessary, hay and supplemental feed will be provided when forage is limited.

4. **Deferment Period** - A deferment from grazing will be provided following all land management actions.. A grazing deferment requires the complete removal of all livestock for a specified period of time. The minimum deferment periods shall be consistent with the following guidance and the individual conservation practice specifications. Longer deferment periods may be needed if the vigor of the desirable plants is low prior to the treatment or if the vegetation does not recover as quickly as expected. The required deferment for selected practices is:
   a. Prescribed Burning - The deferment period shall be a minimum of 30 consecutive days during the growing season.
   b. Brush Management - The deferment period for this practice will be 90 consecutive days during the period of June 1 through October 1, unless only spot treatment was applied.
   c. Pest Management - The deferment period for this practice shall be in accordance with all herbicide label instructions.

5. **Supplemental Feed** - Supplemental feed will be provided to livestock at the landowner's expense during periods when forage growth and quality is low. Supplemental feeding stations should be located at least 200 feet from ponded water, and should be moved monthly to ensure animals do not create large areas devoid of vegetation. Plant tissue tests should be used to identify nutritional deficiencies. As a general rule the manager will need to provide:
   a. Protein and energy supplements from October through April. If more than 20 % of the herd has a body condition score below 4, hay and supplemental feed will be provided. This will prevent degradation of wildlife food and cover resources by hungry livestock.
   b. Minerals should be provided free choice throughout the year.

6. **Weed Prevention** - All Hay, and supplemental feed brought into the project area will be free of weed seed.
   a. Hay should be obtained from fields that were free of common, noxious, and invasive plants.
   b. All grains and other supplemental fees used should be certified free of noxious and/or invasive plants.

7. **Feeding Areas** - All hay and supplements will be fed to domestic animals on upland areas that are a minimum of 200 feet away from wetlands, streams, and ditches.

8. **General Maintenance** – All general maintenance of existing structure (i.e. Fence, Watering facilities, etc.) shall be maintained at the landowner's expense to ensure grazing and animal health is properly maintained.
   a. Watering Facilities should be maintained and cleaned regularly to ensure water is clean and free of aquatic plants, water should be maintained 2 inches below trough edge to ensure water is contained within trough.

b. Fences will be maintained to ensure animals are confined in the approved grazing unit, general maintenance involving repair or replacement of post, line post and wire will be at the landowner's expense and must be maintained through the life of the lease.

9. **Portable Feeders** - Use portable feeders to provide protein and minerals.
   a. Move supplement feeders at least once every 90 days or when more than 20 % of the area within a 100 foot radius around the feeder has become denuded.
   b. Supplement feeders should be moved at least 500 feet from the prior location when practical.

10. **Plan Review** - The livestock owner will schedule annual reviews with the local NRCS office to ensure the plan meets the goals of the WMA.

Cooperator: Webb WMA Technician: Ken L. - Jack C. Date: Oct. 2011

	RANGELAND				PASTURE AND CROPLAND				AVAILABLE FORAGE	
Field Name or Number and Kind of Forage	Ecological Community or Range Site	Condition Class (E, G, F, P)	Acres (Ac.)	Suggested Stocking Rate (Acre/AU)	Growing Period (months)	Fertility Level (lbs N) (Ac.)	Acres	Suggested Stocking Rate (AUM/Ac.)	Animal Unit Month (AUM)	Animal Unit Year (AU)
Yucca Pens	SFFW	F	14674	71					2480.1	206.7
14674 ac										
TOTAL			14674				0		2480.1	206.7
Forage production will vary between years depending on precipitation and temperatures.										
Notes:										

Definitions

AUM = Animal Unit Month, the amount of forage needed to support one (1) animal unit for one (1) month. By definition an AUM is equivalent to 780 lbs. of forage.

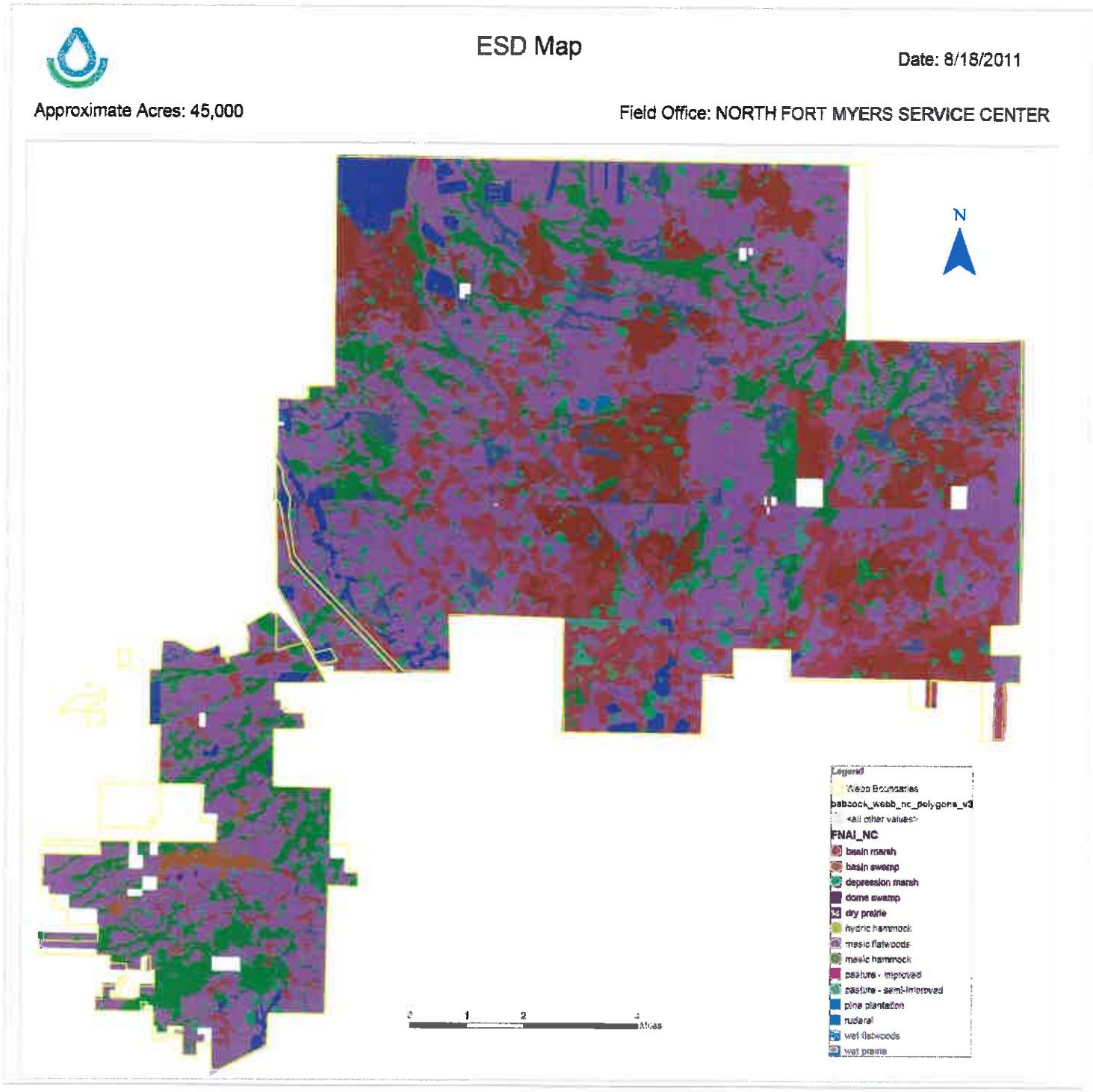
Ac/AU = Acres per Animal Unit, an abbreviation used to describe the number of acres needed to support one (1) Animal Unit (AU) for 12 months.

AU = Animal Unit = One (1) animal unit (AU) is equivalent to one (1) mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for various kinds and classes of animals refer Table 1

Cooperator: Webb WMA Technician: Ken L. - Jack C. Date: Oct. 2011

	RANGELAND				PASTURE AND CROPLAND				AVAILABLE FORAGE	
Field Name or Number and Kind of Forage	Ecological Community or Range Site	Condition Class (E, G, F, P)	Acres (Ac.)	Suggested Stocking Rate (Acre/AU)	Growing Period (months)	Fertility Level (lbs.N) (Ac.)	Acres	Suggested Stocking Rate (AUM/Ac.)	Animal Unit Month (AUM)	Animal Unit Year (AU)
Pasture 2, continuous	SFFW	F	9282	30					3712.8	309.4
9282 ac										
Pasture 2, rotational	SFFW	F	6095	25					2925.6	243.8
6095 ac										
Pasture 2, Total AU's	553.2									
15377 ac										
Pasture 3, continuous	SFFW	F	9863	32					3698.6	308.2
9863 ac										
Pasture 3, rotational	SFFW	F	3813	25					1830.2	152.5
3813 ac										
Pasture 3, Total Au's	460.7									
13676 ac										
TOTAL			29053				0		12167.3	1013.9
Forage production will vary between years depending on precipitation and temperatures.										
Notes:										

1. Livestock Forage Inventory Map:

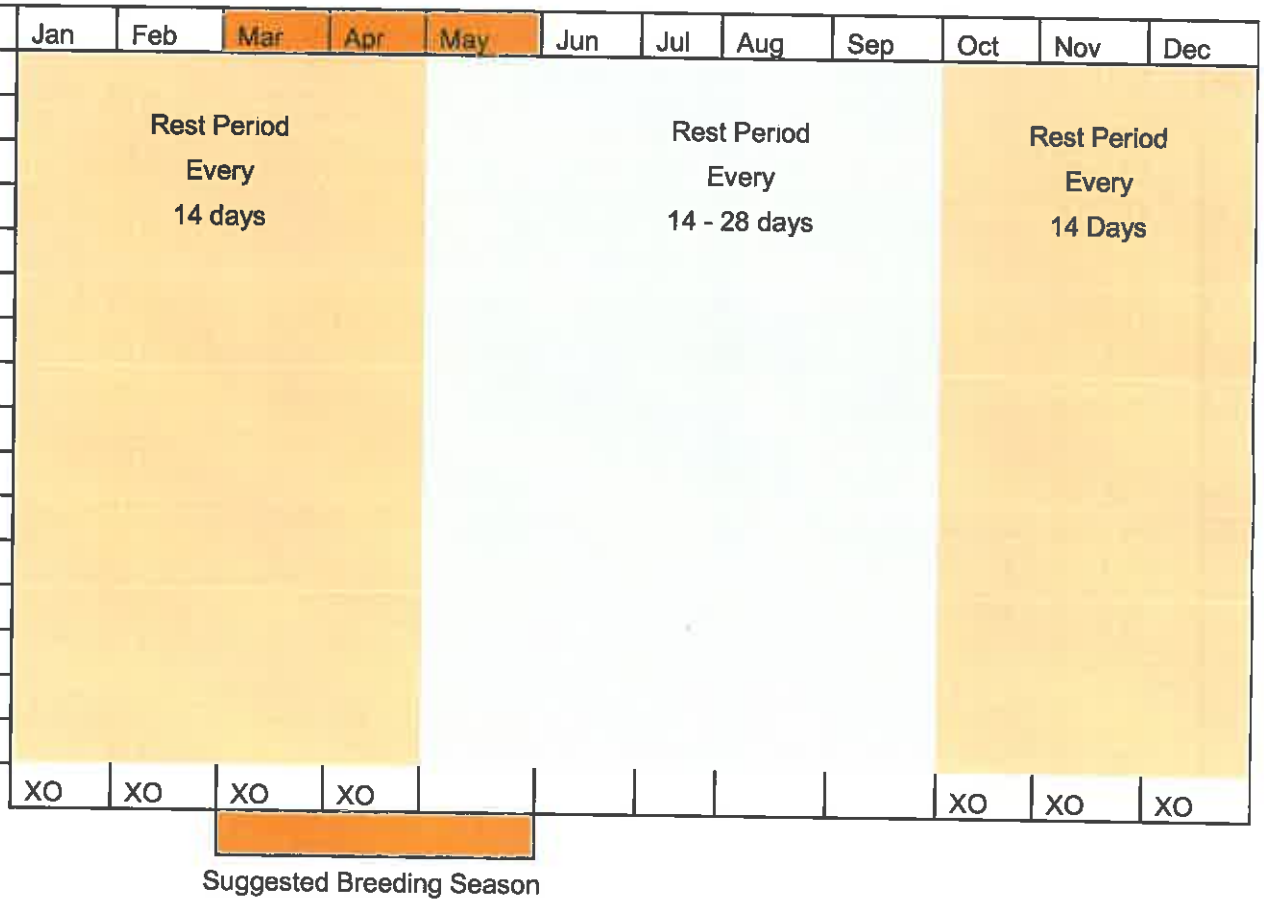


7. **Annual Grazing Schedule:**
Annual Grazing Schedules are designed to account for variations in the amount and growth of forage due to changes in climatic conditions. The following schedule should be used as a **guide** only.

Suggested Annual Grazing Schedule

Cooperator: Babcock -Cecil Webb WMA
Technician NRCS and Webb WMA Field Staff
Date: 5/04/2012

Field	Acres	AU
Yucca Pens	14674	206.7
Pasture 2 cont	9282	309.4
Pasture 2 rotational	6095	243.8
Pasture 3 cont	9863	308.2
Pasture 3 rotational	3813	152.5
	Total AU	1220.6

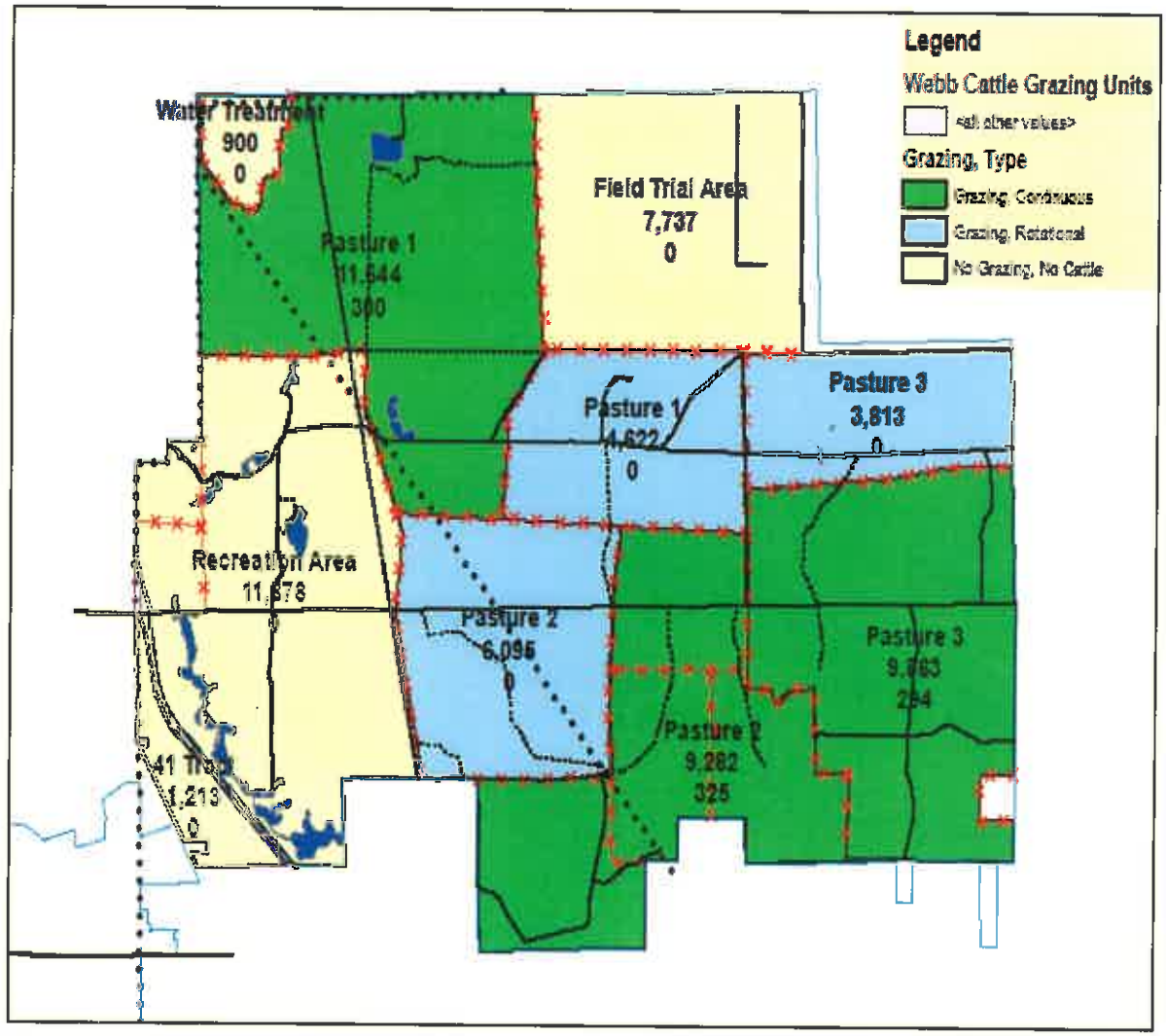


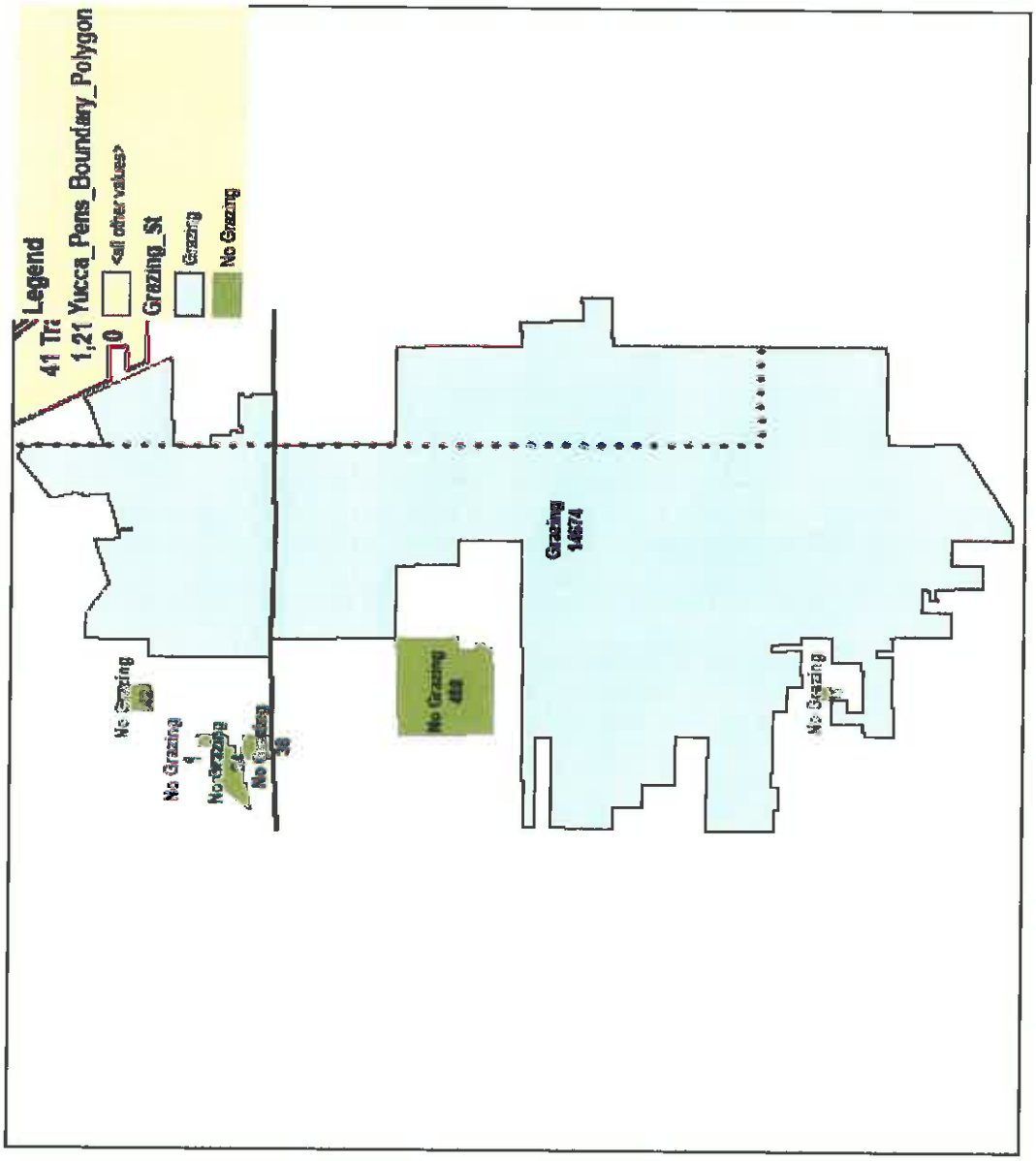
Supplements:
X = Protein O = Mineral

Use as a guide only

Important: base grazing periods on the forage plants required on the required stubble heights as shown in Section 9. Environmental conditions such as soil moisture, temperature, forage quality, ect, will be consider by the manager when determining actual rotation schedule.

8. Plan Map


Legend
Webb Cattle Grazing Units
<all other values>
Grazing, Type
Grazing, Continuous
Grazing, Rotational
No Grazing, No Cattle
Water Treatment
900
0
Pasture 1
11,544
300
Field Trial Area
7,737
0
Pasture 1
4,622
0
Pasture 3
3,813
0
Recreation Area
11,578
Pasture 2
6,095
0
Pasture 3
9,663
284
Pasture 2
9,282
325
41 Tra
1,213
0


Legend
41 Tr
1,21 Yucca_Pens_Boundary_Polygon
0
<all other values>
Grazing_St
Grazing
No Grazing
Grazing
14674
No Grazing
No Grazing
No Grazing
No Grazing
No Grazing
No Grazing

9. Recommended Grazing Heights and Length of Grazing Periods:

Grazing animals can rapidly and substantially alter the productivity and amount of forage in each pasture because of grazing preferences and animal distribution. Overgrazing adversely affects wildlife habitat, plant growth, water, soil conservation, and plant persistence. Animals prefer improved pasture forages like the one listed below and avoid plants that are coarse and hard to digest. During the late spring, summer and early fall cattle tend graze upland areas and avoid grazing in wetlands such as sloughs and marshes if adequate forage is available. However, limited availability of forage plants on upland areas may induce more grazing of the wetland plants in some seasons, and could result in overgrazing. Under-grazing results in forage waste, reduced quality, and reduced tiller development. Therefore, the number of animals on a specific area must be balanced with available forage to achieve the goals and objectives for this site. This will require monitoring of the forage availability on a regular basis and adjusting the stock density as needed to maintain a unique balance of desirable forage and important wetland vegetation. See Tables 2, 3, 4.

10. Adjustments to the Grazing System:

Adjustments in the grazing management system will be necessary during and after management activities, such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of **all** domestic animals for the duration of the deferment.

If buffer areas are developed around specific wetlands or other areas within the Ranch during the restoration process, livestock grazing may be permitted during dry periods of the year. This will help to utilize available forages within the buffer and control woody vegetation. Stocking rates should be adjusted to assure that grazing is complete within one week. The minimum grazing heights listed in Section 9 for corresponding grasses shall not be exceeded.

When prescribed burning is applied, grazing shall be deferred as follows:

Improved pasture areas	30-60 days during the growing season (Mar1-Oct1)
Flatwoods and Wet/Dry Prairie	30-90 days during the growing season (Mar1-Oct1)
Fresh Water Marsh and Slough	30-90 days during the growing season (Mar1-Oct1)

Areas that have been disturbed and planted to native vegetation shall be deferred from grazing for a minimum of 1 complete growing season following planting or until the grass is well established and produces seed. Native grass plantings generally require 2 complete growing seasons to become well established. The deferment shall continue until a NRCS

Rangeland or Grazing Land Specialist has provided approval. Temporary fences may be used to protect small areas during the deferment period.

Areas that have been mechanically treated and/or planted, will be provided a deferment period to allow herbaceous plants to recover. The deferment will be a minimum of 90 consecutive days during the period of March 1 to December 1, unless only spot control was applied.

If herbicides used to control common weeds and invasive species the grazing management will be adjusted to meet the requirements (if any) listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label.

11. Operation and Maintenance:

The location of mineral and supplement feeders will be moved routinely to evenly distribute grazing animals throughout the pasture. The herd will be rotated to a fresh pasture when the average stubble height falls below the recommended minimum grazing height (See Section 9). When possible, the grazing period should be 14 days or less and the pastures allowed a recovery period of 21 days or until the forage reaches the recommended height to begin grazing (See Section 9).

12. Contingency Management Plan:

Forage supplies will be evaluated weekly to determine if forage supplies and quality are adequate to meet livestock demand. When the forage is not adequate, the grazing system will be adjusted or supplemental feed will be supplied.

13. Record Keeping Plan:

Records of grazing rotations need to be maintained and provided to ensure pastures are adequately grazed through the year. Forage enclosures may help producers establish a baseline of forage amount removed during a grazing season. A grazing sick and recorded grazing height for a pasture on date in and out can also help to insure grazing pastures are not over and/or underutilized.

Exhibit IV

N
Zemel Road
Burnt Store Road
Yucca Pens Grazing pasture
0
0.75
1.5
3 Miles

11.2.12 Contract #17253 Renewal

Florida Fish & Wildlife Conservation Commission
Contract/Agreement Routing Review Form

1. TYPE: ☐ New ☑ Amendment # 1 ☐ Task Assignment # ☑ Renewal/Extension ☐ Modification
☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 17253 A-1 **3. Contract Manager's Name/Telephone Number:** Byron A. Williams 850-617-9510

4. Project Manager: Josh Agee **Date:** 1/3/2023 **Telephone #:** (561) 882-5708 **Division/Office** HSC

5. ☑ **Financial** ☐ **Non-Financial** **Method of Procurement:** H-Agency Invitation to Bid [s. 287.057 (1)(a), FS] **Solicitation #:** FWC 17/18-4

6. Project Title/Contract Description: Renewal Z Bar Cattle LLC. Cattle Grazing Yucca Pens Unit of the Babcock/Webb WMA and updates language on Fence Maintenance and Holding Pens.

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 24,500.00/yr $12,250.00 T	$ 12,250.00	$	$ 24,500.00

8. Contract Begin Date: March 9, 2018 **Original End Date:** March 8, 2023 **New End Date:** March 8, 2028

9. Vendor Name: Z Bar Cattle LLC **Telephone#:** (863) 441-1617

10. Vendor's Contact Name: Tuyl Oxer **11. Vendor/Tax ID#** 82-3026150 **Seq.#**

12. Cost/Price Analysis Required? ☐ Yes ☑ No **13. Risk Assessment Required?** ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed				
	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.			
✓	**Contract Manager Name:** Byron A. Williams	Digitally signed by Byron A. Williams Date: 2023.01.10 14:54:40 -05'00'	**Date:** 1/10/2023	**FCCM #:** 22092
✓	*If not applicable, indicate with "N/A"* **Budget Reviewer Name:** Rosa Guthrie	Digitally signed by Rosa Guthrie Date: 2023.01.11 11:38:05 -05'00'	**Date:** 1/11/2023	**Edits:** ☐ Yes ☑ No
✓	*Delegate based on current Fiscal Year Delegation of Authority* **Div/Off Director or Delegate:** David B. Johnson	Digitally signed by David B. Johnson Date: 2023.01.12 11:23:39 -05'00'	**Date:** 1/12/2023	**Edits:** ☐ Yes ☑ No
	If not applicable, indicate with "N/A" **Chief Information Officer:**		**Date:** N/A	**Edits:** ☐ Yes ☐ No
✓	**FBO Contract Admin.:** Bryan Tucker	Digitally signed by Bryan Tucker Date: 2023.01.12 11:42:03 -05'00'	**Date:** 1/12/2022	**Edits:** ☐ Yes ☑ No
✓	*Applicable when one or more of the following applies (Over $325k, a five-year or longer contract term, Requires OED Execution), if none apply indicate with "N/A"* **General Services Section Leader:** P.T. Stone	Digitally signed by P.T. Stone Date: 2023.02.24 07:36:24 -05'00'	**Date:** 02/24/2023	**Edits:** ☐ Yes ☑ No

15. Contract Execution ***(MUST be Hard Copy Review/Signatures)***
If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Joseph Meyer — Digitally signed by Joseph Meyer Date: 2023.02.01 14:42:05 -05'00' **Date:** 02/01/2023

Print Name:

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: 2/2/2023 **Date Received Back from Vendor:** 2/17/2023

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams — Digitally signed by Byron A. Williams Date: 2023.02.24 14:05:50 -05'00' **Date:** 2/24/2023

Print Name: Byron A. Williams

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature: **Date:**

Print Name: N/A

If not applicable (under $500k or less than 5 years or does not require OED Execution), indicate with "N/A"

****Chief Operating Officer Signature:** Sarah Barrett — Digitally signed by Sarah Barrett Date: 2023.02.27 12:07:15 -05'00' **Date:** 2/27/2023

Print Name: Sarah Barrett

Executive Director or Designee Signature: Thomas H. Eason — Digitally signed by Thomas H. Eason Date: 2023.03.03 15:08:26 -05'00'

Print Name: Thomas H. Eason, Ph.D., Acting Executive Director

EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 03/03/2023

FBO Contract Admin. Signature: **Date Entered into FACTS:**

Date Received: **Print Name:**

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

FWC CONTRACT/GRANT REVIEW FORM INSTRUCTIONS
(INCLUDES MOA/MOU's, INTER-AGENCY AGREEMENTS AND ANY OTHER TYPE OF CONTRACTUAL AGREEMENT)

1. **Type:** Check the box next to the appropriate type of agreement to indicate what is to be reviewed/executed. If the type is an Amendment or Task Assignment, also indicate the number (i.e. Amendment # 1 indicates this is the first amendment to this contract.)
2. **Contract Number:** For all new agreements, the Purchasing/Contract Administration Unit will assign FWC contract numbers. For all modifications/ amendments/renewals to an agreement, the Contract Manager must enter the contract number on the Contract/Grant Routing Review Form.
3. **Contract Manager's Name & Telephone #:** Enter the name and telephone number of the employee who is a Certified Contract Manager and is responsible for managing the contract. Select the appropriate acronym to indicate which Division/Office will manage the agreement or will fund the agreement.
4. **Project Manager:** Enter the name of the person who assisted in the preparation of the agreement and assists in ensuring the execution of the contract. This should be the person any reviewer can contact for questions regarding the project.
5. **Financial/Non-Financial:** Check the appropriate box to indicate if the agreement is financial (involves payments) or non-financial (no payments involved). Select the appropriate **Method of Procurement** to be used. This identifies the type of procurement from which the contract is derived.
6. **Project Title/Contract Description:** Provide a brief description of the commodities/services to be delivered or rendered.
7. Enter the **Original Contract Amount** total. If an amendment, enter the amount of the **Increase/Decrease** and the **Revised Contract Amount.**
8. **For new, unexecuted agreements**, enter the anticipated begin date and end date of contract/grant. **For existing or executed agreements**, enter the actual begin date (the execution date of the original contract/grant, or the date the last person signed the original contract/grant, whichever is later.) **For renewals**, enter the original end date as the date the agreement is expected to terminate. If the agreement is to be extended or has been extended, enter that date as the revised end date. The end date will change with each renewal.
9. **Vendor Name/Telephone #:** Enter the name and telephone number of the entity or person with whom we are contracting to provide commodities/services.
10. **Vendor's Contact Name:** Enter the name of the contractor's primary contact person during the contract term.
11. **Vendor/Tax ID#:** Enter the Vendor Number or the Tax ID Number of the "Contractor" of this contract/grant.
12. **"Cost/Price Analysis Required?":** If a Cost Analysis is required as per s.216.3475, check "Yes" and attach the analysis with this Contract/ Grant Routing Review Form. If it is not required, check "No".
13. **"Risk Assessment Required?"** Check "Yes" if a Financial Assistance Recipient Risk Assessment form has been completed. (Example: Sub-Recipients, flow through contracts or grants) Check "No" if not applicable. If you have any questions concerning whether Federal funding and/or State match was used, please contact your appropriate Budget Approver.
14. **Administrative Review:** This review is conducted prior to routing for Contract Execution in the order presented on the form and can be performed in either Electronic (via email and track changes) or Hard Copy format.
    - **Electronic Review -** *In order to maintain a comprehensive and transparent account of review/approve/disapprove, the electronic transmissions MUST be in a continuous string of emails. (i.e. Continuous forwarding from the original email sent by the Contract Manager for initial review/approval.)*
        - **Approved:** Each reviewer will click in the box under "Reviewed", type Reviewer name and date reviewed, click in the box next to "No" indicating no edits, and forward to the next applicable reviewer. Once all applicable reviewers designated in this section have reviewed, the final reviewer will forward the continuous email string with all documents attached to the Contract Manager. The Contract Manager will then prepare Hard Copy of documents to be submitted to Legal to begin the Contract Execution process.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer will utilize track changes/comments in the document(s) and forward the continuous email string to the Contract Manager to implement edits.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will forward the continuous email string with attached document(s) to the Contract Manager before the document(s) continue to the next reviewer.
    - **Hard Copy Review**
        - **Approved:** Each reviewer will initial under "Reviewed" to indicate approval, print name and date reviewed, check "No" indicating no edits, and route to the next applicable reviewer.
        - **Edits indicated:** Any reviewer indicating edits that are not substantial to prevent routing to the next reviewer, will initial under "Reviewed", print name and date reviewed, check "Yes" indicating edits, and route to the next applicable reviewer.
        - **Disapproved:** If there are significant edits within the document(s) that need to be addressed prior to moving on to the next reviewer, that reviewer will print their name, date reviewed and check "Yes" indicating edits. The reviewer will return all documentation to the Contract Manager for editing before continuing to the next reviewer.
15. **Contract Execution:** *Contract Execution **MUST** be conducted in Hard Copy with original signatures and in the order presented on the form.*
    - **The Legal Office** review is required regardless of dollar amount. Once reviewed**,** Legal will return the document(s) to the Contract Manager to obtain Vendor Signature.
    - Contract Manager will indicate **Date Sent to Vendor** and **Date Received Back from Vendor**
    - **If no changes were made by the vendor,** the Contract Manager will sign the attestation indicating as such. **If changes were made by the vendor,** the Contract Manager will provide a documented list of changes and obtain Legal review prior to the completion of this form and execution of the contract.
    - **Chief Operating Officer** review is required if the Contract Amount is $500,000 or more.
    - **Executive Director or Designee** review is required regardless of the amount. **Designee** is based on the agency's approved Delegation of Authority. **Execution Date** is the date signed by the Executive Director or Designee. Once signed and dated, the Executed Contract will be sent in its entirety to the FWC Purchasing Contract Administration Unit (*Mail Station 4A2.*)
    - **FBO Contract Administration:** The employee within the Finance and Budget Office, Purchasing, Contract Administration Unit who receives the Executed Contract, will sign and indicate the **Date Received**.
    - **Date Entered in FACTS:** Once the Executed Contract has been entered into FACTS, the employee within the Finance and Budget Office, Purchasing, Contract Administration Unit will indicate the date entered.
    - **Should you have any questions completing the Contract /Grant Routing Review Form, please contact the Purchasing/Contract Administration Office at (850) 488-6551.**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: January 10, 2023

To: Contract Reviewers

From: Byron A. Williams
HSC/WHM

RE: Contract 17253, Amendment 1 - Renewal, between the Florida Fish and Wildlife Conservation Commission (FWC) and Z Bar Cattle, Inc., for Cattle Grazing on Babcock/Webb WMA, Yucca Pens Unit

Included for your review is an original of the above referenced Contract 17253, Amendment 1 - Renewal, on Babcock Webb WMA, Yucca Pens Unit. This Amendment renews the contract for an additional 5 yr term in accordance with the Section 5 of the Original Contract as well as updating language on Fence Maintenance and Holding Pens in Section 7.5.

This renewal will run from March 9, 2023 to March 8, 2028.

Your prompt review and delivering to the next reviewer would be appreciated. Should there be any questions, please call me at 617-9510.

Thank you for your assistance.

Attachment (Original)

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 17253, Amendment 1

This Amendment to Contract No. 17253, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Z Bar Cattle, LLC, 82-3026150, whose address is 1551 Detjens Dairy Road, Venus, Florida 33960, hereinafter "Contractor," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

In accordance with the Renewal Paragraph 5 of the ORIGINAL CONTRACT, the ORIGINAL CONTRACT is hereby renewed for an additional five-year term, commencing March 9, 2023, and terminating March 8, 2028.

Section 7.5 FENCE MAINTENANCE AND HOLDING PENS of the Original Contract is hereby amended to read as follows:

The CONTRACTOR shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The CONTRACTOR shall preform necessary fence replacement and repair in accordance with specifications for fence construction detailed in **Exhibit I**, attached hereto. All fences, gates, and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property to the standards of the attached fence specifications (Exhibit 1). CONTRACTOR shall maintain all holding pens in good condition and vegetation free. Replacement and\or repair of all posts, cattle guards, gates, holding pens, material and labor shall be the sole and exclusive expense of the CONTRACTOR, except stated under "COMMISSION RESPONSIBILITIES". The fencing shall be inspected regularly including one complete annual inspection with repairs during the dry season (January – April). The CONTRACTOR will provide FWC documentation of the regular and annual inspections including the location of the repairs and what repairs were performed no later than one week after the regular and annual inspection is performed. Each annual inspection must include the tightening of any loose wire, replacement of any missing staples, replacement of any missing or rotten wire, replacement of any rotten posts and rehang any malfunctioning gates. The CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

Failure of the CONTRACTOR to properly maintain the holding pens and fences shall allow the COMMISSION to make claim on the Performance Bond. In the event of such claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

SIGNATURES

All provisions of the Original Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Contract No. 17253 to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Tuyl Oxer	**Florida Fish and Wildlife Conservation Commission**
Contractor Signature	Thomas H. Eason Digitally signed by Thomas H. Eason Date: 2023.03.03 15:09:17 -05'00' Executive Director (or Designee) Signature
Tuyl OXER Print Name	Thomas H. Eason, Ph.D. Print Name
MGRM Title	Acting Executive Director Title
2-13-23 Date	Date

11.2.13 Contract #02210

C-509

DIVISION LOG # W1563 CONTRACT NUMBER 02210

CONTRACT ROUTING REVIEW FORM

CONTRACTOR **FWC/SFWMD**

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE **RIGHT OF ENTRY ACCESS AGREEMENT FOR WELL MONITORING ON BABCOCK WEBB WMA**

ORIGINATOR/CONTACT P DOERR PHONE 488-3831 DIV./OFFICE/MAIL DOW/BWM

X NEW** __AMENDMENT __ RENEWS OR EXTENDS BOO USE ONLY: REQUIRED POSTING 7 DAY: 72 HR

___EXPENDITURE** ___REVENUE X AGREEMENT ___ EASEMENT/DEED X LEASE

CONTRACT BEGINS: X DATE EXECUTED OR 6/30/2003 END DATE INDEF + OPTION FOR ___YEARS

TOTAL CONTRACT AMOUNT $ N/A PAYMENT AMOUNT $ _____

BILLING PERIODS: ___MONTHLY ___QUARTERLY ___ANNUALLY ___OTHER _____

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) X NO ___YES

**NEW EXPENDITURE: (1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No. N/A
CONTRACTS (2) Vendor/Recipient Checklist: Attached? ___Yes ___ No - not a State Project per (1) Checklist

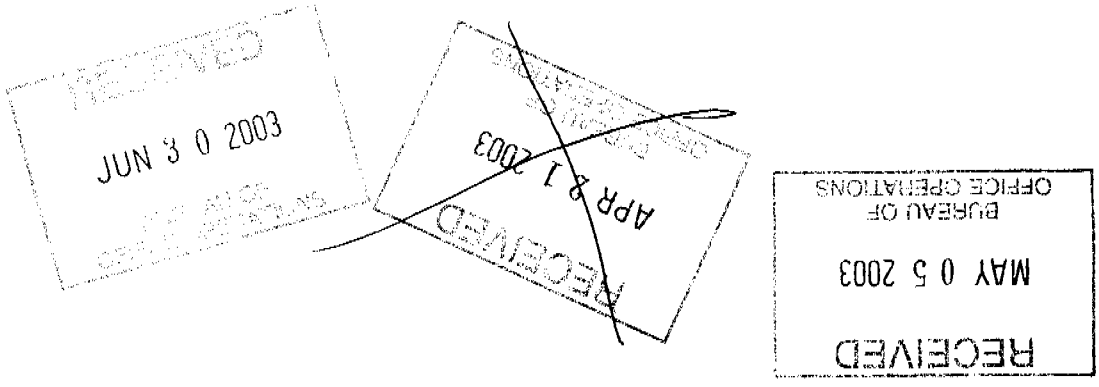
ORG. CODE	E.O.	OBJECT CODE	AMOUNT	PROJECT ID			FY

Certified Minority: ___Yes ___No ____Not Available ___Not Appl. Minority Category_____ (See reverse side for options)

Commodity Code_____ FLAIR: __Yes __No Federal Funds: Agcy _____CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader		4/15/03	
2. Div./Reg./Inst./Off. Dir.		4-18-03	
3. Bur. of Office Operations		5-5-03	
4. Legal	C. Harden	5/7/03	
5. Dir. of Auditing		5/7/03	
6. Exec./Div./Reg./Inst. Dir. **execute**		12-May-2003	
Originator to Bur. of Office Ops.		6/27/03	Send executed Original Contract and Routing Slip to BOO
Bur. of Office Ops. to Central Files		6/30/03	

Bwm/patti/contracts/misc/webb SFWMD water monitor rtg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BUREAU OF
OFFICE OPERATIONS

MEMORANDUM

TO: Contract Reviewers

FROM: Frank Montalbano, Director, Division of Wildlife

SUBJECT: Right of Entry Access Agreement for Babcock/Webb

Attached are three originals of a Right of Entry between the South Florida Water Management District (SFWMD) and the Florida Fish and Wildlife Conservation Commission (FWC). This will allow the SFWMD to collect water level and meteorological data on the Fred C. Babcock/Cecil M. Webb WMA. The data will aid in the Commission's management of the area as well as the hydrological restoration. All monitoring will be passive in nature and will be conducted so as to minimize disruption to normal facility operations.

Thank you for your consideration of this matter.

LEG 8-5
FM\PD
y/patti/contracts/misc/webb SFWMD water monitor data
Attachment

RIGHT OF ENTRY
Project: Cecil Webb WMA
ACCESS AGREEMENT

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, an agency of the State of Florida ("Property Owner"), whose mailing address is 620 South Meridian Street, Tallahassee, Florida 32399 and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("District"), whose principal office is located at 3301 Gun Club Road, West Palm Beach, Florida, hereby agree that District, its agents, contractors, employees and assigns, are hereby granted the right to enter upon that certain real property (the "Property") owned by Property Owner, located in Lee County, Florida, as depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purposes described below. The location(s) of the equipment to be installed on the Property shall be mutually agreed upon by the parties hereto prior to the District exercising any of its rights under this Right of Entry.

Project Description

I. Purpose

The District desires to enter into this agreement to initiate hydrologic studies and short term monitoring of the Estero Bay Watershed. This monitoring effort is intended as a short-term initiative, so that sufficient information can be obtained to reduce data gaps in the development of a water flow and quality model of Estero Bay Watershed. The model will be used to improved characterization of the hydrological and water quality conditions in the watershed and facilitate the development of management strategy for preserving water quality in Estero Bay and its watershed.

This hydrologic study is a recommendation of the Estero Bay Watershed Assessment, Phase-I. The study is consistent with District's water quality and natural systems goals and would improve effective management of water resources in Estero Bay Watershed.

II. Activities

District activities conducted on the Property will focus exclusively on obtaining surface and groundwater levels, flow rate, water-quality and meteorological data (such as rainfall and evapotranspiration). All monitoring will be passive in nature and will be conducted in a manner so as to minimize disruption to normal facility operations.

The major activities proposed at each monitoring site consist of: (a) equipment installation, and (b) data collection. It is agreed that the District and its contractor shall incur all costs associated with installation. The District and its contractor shall also be responsible for the maintenance and operation of any and all equipment installed on the Property pursuant to this Right of Entry.

a. Equipment installation. The District's contractor will install data-logger housings, and automated electronic water-level recording and water quality sampling equipment at selected locations. A piezometer for monitoring groundwater level and gages for meteorological measurements (such as rainfall) will also be installed.

b. Data collection. Data from the monitoring instruments will be collected digitally in real-time or downloaded periodically by District approved contractor for archiving. Typically, one to two field technicians using a portable computer will download the data in the electronic data-loggers and perform routine maintenance on the equipment twice a month. During the first few months following installation, equipment may be inspected more frequently to troubleshoot equipment problems and ensure that all installations are performing as intended. Separate site visits may be scheduled during the course of the year to maintain, repair or upgrade equipment as deemed necessary.

On a quarterly basis, subject to and following the occurrence of appropriate rainfall events, water samples will be collected manually or using automated sampler for chemical analysis.

The Property Owner and the District hereby agree as follows:

1. The Property Owner hereby acknowledges that (i) any equipment or physical structure (e.g. piezometer) placed on the Property by the District shall remain the property of the District, and (ii) all such equipment shall be removed from the Property, and any piezometers filled in, by the District on or before the termination of this Right of Entry.

2. The District agrees that upon completion of the activities proposed in this Right of Entry, any portion of the Property which is damaged as a result of activities conducted by the District pursuant to this Right of Entry will be returned to substantially the same condition that it was in on the date hereof.

3. The Property Owner shall allow all authorized representatives of the District, their vehicles and equipment access to the Property on reasonable notice in order to implement and carryout the activities described herein.

4. This Right of Entry does not convey any property rights or equipment to the Property Owner nor any rights and privileges, other than those specified herein.

5. Entry into this Right of Entry does not relieve the Property Owner's need to comply with other federal, state or local laws, regulations or ordinances, or the requirements of District issued water-use permit(s).

6. This Right of Entry may be modified only upon the mutual consent of both parties, submitted in writing.

7. Prior to any sale, transfer or conveyance of the Property, the District requests notification so that alternative agreements or arrangements may be made, if necessary.

8. The original term of this Right of Entry shall run three (3) years from the date hereof. Provided this Right of Entry has not otherwise been terminated by either party, the term of this Right of Entry shall automatically be extended for up to three (3) successive renewal terms of three (3) years each. All terms, conditions, covenants and provisions of this Right of Entry shall apply during all renewal terms, if any.

Witness our hands and seals this 10 **day of** June, **2003**

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

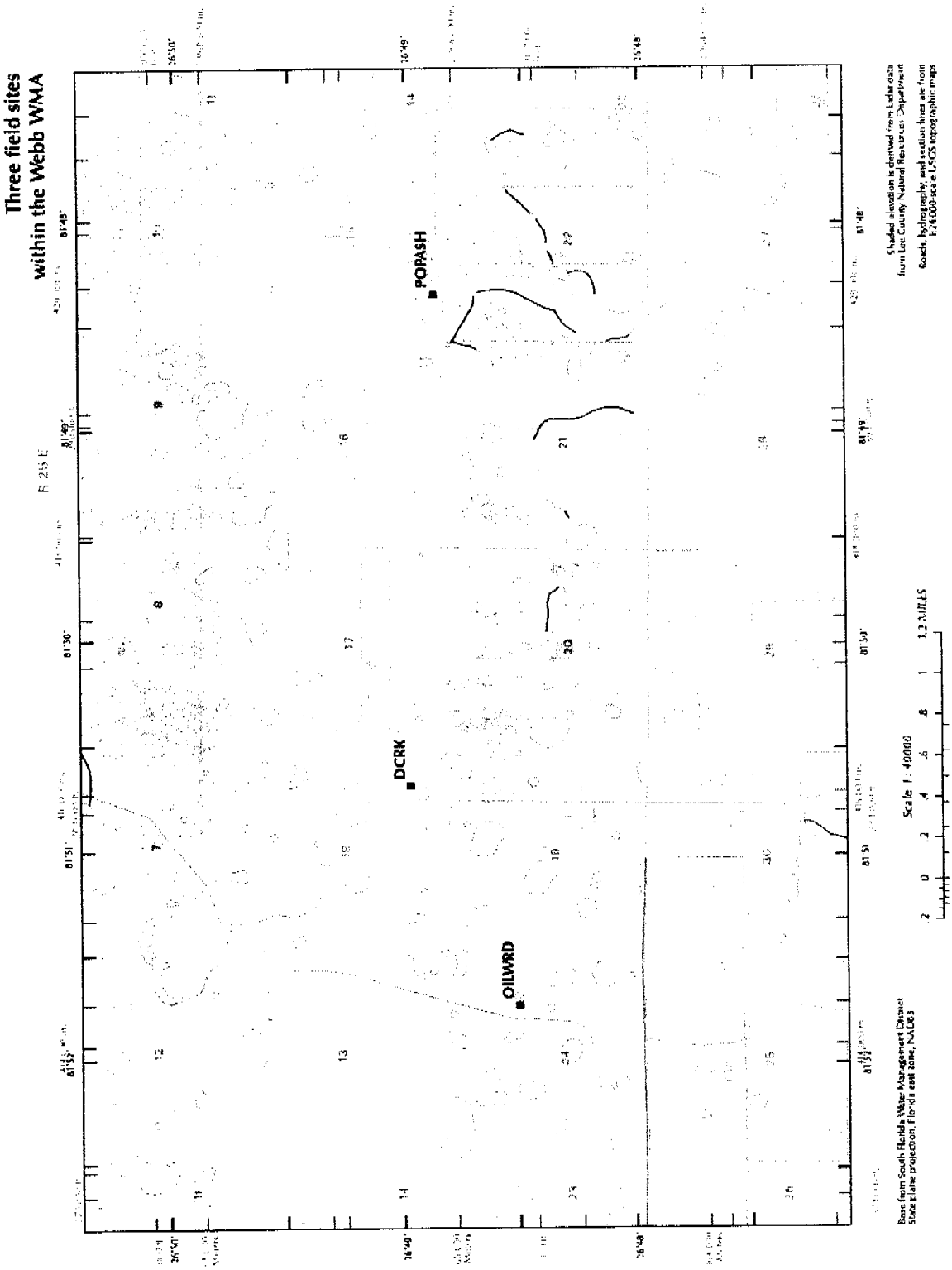
Chip Merriam
Deputy Executive Director
Water Resources Management

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

For **Kenneth D. Haddad**
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
5/7/03
Commission Attorney

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL
BY _____ DATE 6/10/03


Three field sites within the Webb WMA
POPASH
DCRK
OILWRD
R 25 E
Scale 1 : 40000
1.2 MILES
Base from South Florida Water Management District State plane projection, Florida east zone, NAD83
Shaded elevation is derived from Lidar data from Lee County, Natural Resources Department
Roads, hydrography, and section lines are from 1:24000-scale USGS topographic maps

11.2.14 Contract #02214

C-513

DIVISION LOG # W1566 CONTRACT NUMBER 02214

CONTRACT ROUTING REVIEW FORM

CONTRACTOR **FWC & SEMINOLE ELECTRIC COOPERATIVE, INC.**

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE **AGREEMENT FOR PAYMENT RESULTING FROM AN EASEMENT ON THE BABCOCK WEBB WMA**

ORIGINATOR/CONTACT **D. POINDEXTER** PHONE **488-3831** DIV./OFFICE/MAIL **DOW/BWM**

X NEW** __AMENDMENT __ RENEWS OR EXTENDS **BOO USE ONLY: REQUIRED POSTING 7 DAY: 72 HR**

___EXPENDITURE** ___REVENUE X AGREEMENT ___ EASEMENT/DEED ___LEASE (INCLUDES WMA OR FMA LEASES)

CONTRACT BEGINS: X DATE EXECUTED OR 5/20/03 END DATE N/A 1 OPTION FOR N/A YEARS

TOTAL CONTRACT AMOUNT $_____ PAYMENT AMOUNT $24,000

BILLING PERIODS: ___MONTHLY ___QUARTERLY ___ANNUALLY ___OTHER N/A

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) X NO ___YES (Notify Property Administrator)

****NEW EXPENDITURE: CONTRACTS**
(1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No._____
(2) Vendor/Recipient Checklist: Attached? ___Yes ___ No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	AMOUNT	PROJECT ID			FY

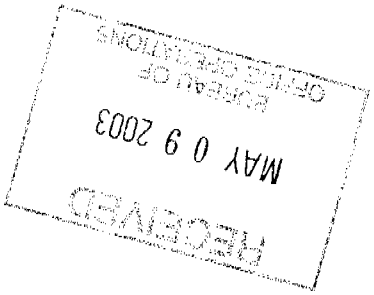
Certified Minority: ___Yes ___No ___Not Available ___Not Appl. Minority Category____ (See reverse side for options)

Commodity Code_____ FLAIR: __Yes __No Federal Funds: Agcy _____ CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader	[signature]	4/21/03	
2. Proj. Budget Mgr. (Expenditure Only)			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir.	[signature]	4-22-03	
4. Bur. of Office Operations	[signature]	5/9/03	
5. Legal	C. Hadley	5/9/03	
6. Dir. of Auditing	[signature] AS	5/13/03	
7. Bureau of Accounting	KB	5-15-03	Funds Availability: ___ Yes ___ No
8. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**			
_ Expenditure Contracts: Return to Originator for Contractor signature. _ Other documents: Send to **(circle)** Exec./Div./Reg./Inst./Off. Dir. for signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
9. Exec./Div./Reg./Inst. Dir. **execute**	[signature]	20 May 2003	
Originator Copy to Accounting			
Originator to Bur. of Office Ops.			Send executed Original Contract and Routing Slip to BOO
Bur. of Office Ops. to Central Files	[signature]	7-2-03	

Bwm/sarah/rtg forms/Sem Elec rtg

*See reverse for Procurement Method Codes/Definitions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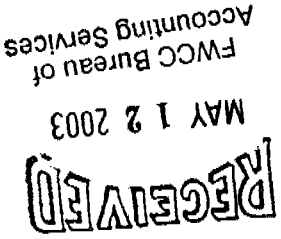
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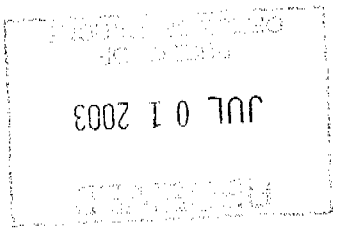
Accounting Services


JUL 0 1 2003

MEMORANDUM

TO: Contract Reviewers

FROM: Nick Wiley, Chief, Bureau of Wildlife Management

SUBJECT: Seminole Electric Cooperative, Inc.

Attached are two originals of an agreement between Seminole Electric Cooperative, Inc. and the Florida Fish and Wildlife Conservation Commission. This is an agreement describing escrow and disbursal of funds used as net positive benefit for an easement approved by the Trustees over the Fred C. Babcock/Cecil M. Webb WMA.

Thank you for your consideration of this matter.

LEG 8-5
NW\SPW
BWM/Sarah/Rtg forms/Sem Elec mem
Attachment

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

EASEMENT

THIS EASEMENT, made and entered into this 16TH day of JUNE 2003, between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, acting pursuant to its authority set forth in Section 372.121, Florida Statutes, hereinafter referred to as "GRANTOR", and SEMINOLE ELECTRIC COOPERATIVE, INC., a Florida non-profit corporation, its successors and assigns, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction and maintenance of an electric transmission line and related appurtenances; and

WHEREAS, GRANTOR has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for good and valuable consideration and mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Charlotte County, Florida, to wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

2. TERM: The term of this easement shall be for a period of fifty years commencing on JUNE 16, 2003, and ending on JUNE 16, 2053, with no option for renewal, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of an electric transmission line and related appurtenances, upon and across the property described in

Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the easement area that do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property that is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition it was upon the effective date of this easement.

GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

4. PAYMENT: For this easement GRANTEE shall pay up to the maximum sum of $24,000.00, as more particularly described in Section 27.

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

7. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.

8. BINDING EFFECT AND INUREMENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

9. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

10. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement.

11. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE 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.

12. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

13. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement 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.

14. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

15. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement 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.

16. SOVEREIGNTY SUBMERGED LANDS: This easement 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.

17. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

18. TIME: Time is expressly declared to be of the essence of this easement.

19. CONVICTION OF FELONY: If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement agreement.

20. DEFAULT: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act; or make any assignments for the benefit of its creditor; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; or should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; or should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure shall in any manner jeopardize the rights of GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of bankruptcy proceedings or arrangement proceedings to which GRANTEE shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon it. In the event GRANTEE, or the trustee or receiver of GRANTEE'S property, shall seek an injunction against GRANTOR'S exercise of either option herein conferred, such action on the part of GRANTEE, his trustee or receiver, shall

automatically terminate this easement as of the date of the making such application, and in the event the Court shall enjoin GRANTOR from exercising either option herein conferred, such injunction shall automatically terminate this easement.

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

22. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area 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 this easement.

23. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

24. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

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

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

27. SPECIAL CONDITIONS: GRANTEE shall escrow the amount of $24,000 for repairs to water control structures on the Fred C. Babcock/Cecil M. Webb Wildlife Management Area, and GRANTEE will use these funds to pay an engineer and pay for repairs as directed by, and to the satisfaction of, GRANTOR and GRANTEE. All repair work will be completed within two years from the date of commencement of this easement.

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

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: Victor J Heller (SEAL)

Witness

Print/Type Witness Name

Type/print Name

Rosemary Mara
Witness

Rosemary Mara
Print/Type Witness Name

Title: Victor J. Heller
Assistant Executive Director

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of May, 2003, by Victor J. Heller, as Assistant Executive Director, acting as an agent on behalf of the Florida Fish and Wildlife Conservation Commission. He is personally known to me.

Jimmie C. Bevis
Notary Public, State of Florida

JIMMIE C. BEVIS
Print/Type Notary Name

Commission Number

Commission Expires

Jimmie C. Bevis
MY COMMISSION # DD077239 EXPIRES
December 28, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Approved as to Form and Legality

By: _____
FFWCC Attorney

R10/31/2002

SEMINOLE ELECTRIC COOPERATIVE, INC.,
a Florida non-profit corporation

Witness

Print/Type Witness Name

By: _____ (SEAL)

Type/print name

Title: EXEC VP AND G.M.

Witness

Print/Type Witness Name

(CORPORATE SEAL)

"GRANTEE"

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16TH day of JUNE, 2003, by RICHARD J. MIDULLA of Seminole Electric Cooperative, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me.

Notary Public, State of Florida

KENNETH L BACHOR
MY COMMISSION # DD 057470
EXPIRES: December 3, 2005
Bonded Thru Notary Public Underwriters

Print/Type Notary Name

Commission Number:

Commission Expires:

R10/31/2002

Wayne Chance, Inc.
Professional Land Surveyors
3131 NW 13th Street, Suite 36
Gainesville, FL 32609
(352)336-0909 Fax:(352)336-0012

EXHIBIT "A"

September 9, 2002
SECI-CHARLOTTE 230KV LOOP

PARCEL 1 (State of Florida)
Part of Tax Parcel No. 0073287-000000-1

LEGAL DESCRIPTION

A part of the NW1/4 of the NW1/4 of Section 6, Township 41 South, Range 24 East, Charlotte County, Florida; Being more particularly described as follows: Commence at the Northwest corner of said Section 6 and run thence S.00°26'25"E., along the west line of said section, 50.01 feet to the south right-of-way line of County Road Number 74 (100' R/W - AKA Bermont Road) and the POINT OF BEGINNING; thence S.89°34'21"E., along said right-of-way line, 461.47 feet, thence S.00°32'15"E., 386.91 feet to the north right-or-way line of the Seminole Electric Cooperative, Inc. Hardee Power Station 230KV Transmission Line (100' R/W), thence N.89°32'57"W., along said north right-of-way line, 100.01 feet to a point of intersection with the west right-of-way line of said Transmission Line, thence N.00°32'15"W., along an extension of said west right-of-way line, 314.85 feet, thence N.89°34'21"W., 361.54 feet to said west line of Section 6, thence N.00°26'25"W., along said west line, 45.01 feet to the P.O.B.

Containing 54,956 square feet or 1.262 acres more or less.

R10/31/2002

C-512

DIVISION LOG # 021568 CONTRACT NUMBER 02215

CONTRACT ROUTING REVIEW FORM

CONTRACTOR FWC/ SEMINOLE ELECTRIC

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE EASEMENT FOR POWER LINE AT BABCOCK WEBB WMA

ORIGINATOR/CONTACT P DOERR PHONE 488-3831 DIV./OFFICE/MAIL DOW/BWM

X NEW** __AMENDMENT __ RENEWS OR EXTENDS BOO USE ONLY: REQUIRED POSTING 7 DAY: 72 HR

__EXPENDITURE** X REVENUE X AGREEMENT X EASEMENT/DEED __LEASE (INCLUDES WMA OR FMA LEASES)

CONTRACT BEGINS: X DATE EXECUTED OR _____ END DATE 50 YEARS FROM EXECUTION OPTION FOR _____ YEARS

TOTAL CONTRACT AMOUNT $24,000.00 PAYMENT AMOUNT $ PER INVOICE

BILLING PERIODS: __MONTHLY __QUARTERLY __ANNUALLY __OTHER PROJECT COMPLETION

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) X NO __YES (Notify Property Administrator)

**NEW EXPENDITURE CONTRACTS: (1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No. N/A
(2) Vendor/Recipient Checklist: Attached? __Yes __No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	AMOUNT	PROJECT ID			FY

Certified Minority: __Yes __No __Not Available __Not Appl. Minority Category _____ (See reverse side for options)

Commodity Code _____ FLAIR: __Yes __No Federal Funds: Agcy _____ CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader		5/7/03	
2. Division Director		5-9-03	
3. Burea of Office Operations		5-9-03	
4. Legal		5/9/03	
5. Dir. of Auditing		5/9/03	
6. Accounting	KB AE	5/13/03 5.13.03	
7. Executive Director **execute**		20 MAY 2003	
Originator to Bur. of Office Ops.			Send executed Original Contract and Routing Slip to BOO
Bur. of Office Ops. to Central Files		7-2-03	

Bwm/patti/contracts/state lands/seminole ele easement rtg

RECEIVED
MAY 12 2003
FWCC Bureau of
Accounting Services

JUL 01 2003

MAY 09 2003

MEMORANDUM

TO: Contract Reviewers

FROM: Frank Montalbano, Director, Division of Wildlife

SUBJECT: Easement for Babcock Webb WMA

Attached are two originals of an Easement between Seminole Electric and the Fish and Wildlife Conservation Commission as approved by the Governor and Cabinet on April 22, 2003. This easement will allow Seminole Electric to construct a power line encumbering 1.26 acres of Commission owned land. As net positive benefit, Seminole Electric has escrowed $24,000.00, which is targeted for repairs of a water control structure on Babcock Webb WMA.

Thank you for your consideration of this matter.

LEG 8-5
FM\DPD
BWM//patti/contracts/dsl/seminole ele easement mem
Attachment

RAM 040403

AGREEMENT

THIS AGREEMENT is made by and between Seminole Electric Cooperative, Inc. ("Seminole"), a rural electric cooperative corporation, and The Florida Fish and Wildlife Conservation Commission ("Commission") and provides as follows:

WHEREAS, Seminole desires to acquire an easement for the construction and maintenance of an electric transmission line across a portion of the Fred C. Babcock/Cecil M. Webb Wildlife Management Area ("Webb Area"); and

WHEREAS, the Commission desires to obtain repairs to a water control structure in the Webb Area, hereinafter referred to as the "Repair Project".

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Commission shall obtain the approval of the Board of Trustees of the Internal Improvement Trust Fund to grant an easement to Seminole for the construction and maintenance of a double circuit 230kV transmission line across the Webb Area in substantially the form attached hereto as Exhibit "A", hereinafter referred to as the "Easement".

2. Seminole shall, upon receipt of the Easement, deposit the sum of $24,000.00 into an escrow account to be maintained by Allen Dell, P.A., hereinafter referred to as "Escrow Account".

3. Upon deposit of the sum of $24,000.00, Seminole will enter into a contract with an engineer, in a form approved by the Commission, to design and supervise the Repair Project in accordance with the scope as described in Exhibit "B" attached hereto.

4. Upon completion of the engineer's design work, the Commission will enter into a contract with an independent contractor to complete the Repair Project in accordance with the engineer's design.

5. All payments to the engineer and to the independent contractor shall be paid from the Escrow Account. Each payment shall be approved in advance by the Commission.

6. The Commission and Seminole acknowledge and agree that upon deposit of the sum of $24.000.00 into the Escrow Account that Seminole shall have no further duty or obligation to pay any additional amounts arising out of this Repair Project, and in the event that

any funds are remaining in the Escrow Account after the engineer and independent contractor have been paid in full, then such funds shall be refunded to Seminole.

7. Seminole does not warrant or otherwise guaranty the design or construction or future adequacy of the Repair Project and the Commission hereby releases and forever discharges Seminole from and against any claims, demands, liabilities, costs or expenses arising out of this Repair Project, whenever they may arise or occur.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

Seminole Electric Cooperative, Inc.

By: _____

Dated: JUNE 16, 2003

The Florida Fish and Wildlife Conservation Commission

By: _____
Kenneth D. Haddad Victor J. Heller
Assistant Executive Director

Dated: 20-MAY-2003

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
5/9/03
Commission Attorney

Wildnet\bwm\don\p_leases\seminole electric-webb easement

Exhibit "A"

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

EASEMENT

THIS EASEMENT, made and entered into this _____ day of _____ 20___, between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, acting pursuant to its authority set forth in Section 372.121, Florida Statutes, hereinafter referred to as "GRANTOR", and SEMINOLE ELECTRIC COOPERATIVE, INC., a Florida non-profit corporation, its successors and assigns, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction and maintenance of an electric transmission line and related appurtenances; and

WHEREAS, GRANTOR has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for good and valuable consideration and mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Charlotte County, Florida, to wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

2. TERM: The term of this easement shall be for a period of fifty years commencing on _____, and ending on _____, with no option for renewal, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of an electric transmission line and related appurtenances, upon and across the property described in

Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the easement area that do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property that is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition it was upon the effective date of this easement.

GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

4. PAYMENT: For this easement GRANTEE shall pay up to the maximum sum of $24,000.00, as more particularly described in Section 27.

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

7. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.

8. BINDING EFFECT AND INUREMENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

9. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

10. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement.

11. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE 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.

12. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

13. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement 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.

14. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

15. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement 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.

16. SOVEREIGNTY SUBMERGED LANDS: This easement 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.

17. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

18. TIME: Time is expressly declared to be of the essence of this easement.

19. CONVICTION OF FELONY: If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement agreement.

20. DEFAULT: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act; or make any assignments for the benefit of its creditor; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; or should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; or should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure shall in any manner jeopardize the rights of GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of bankruptcy proceedings or arrangement proceedings to which GRANTEE shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon it. In the event GRANTEE, or the trustee or receiver of GRANTEE'S property, shall seek an injunction against GRANTOR'S exercise of either option herein conferred, such action on the part of GRANTEE, his trustee or receiver, shall

automatically terminate this easement as of the date of the making such application, and in the event the Court shall enjoin GRANTOR from exercising either option herein conferred, such injunction shall automatically terminate this easement.

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

22. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area 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 this easement.

23. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

24. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

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

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

27. SPECIAL CONDITIONS: GRANTEE shall escrow the amount of $24,000 for repairs to water control structures on the Fred C. Babcock/Cecil M. Webb Wildlife Management Area, and GRANTEE will use these funds to pay an engineer and pay for repairs as directed by, and to the satisfaction of, GRANTOR and GRANTEE. All repair work will be completed within two years from the date of commencement of this easement.

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

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

_____ By: _____ (SEAL)
Witness

_____ _____
Print/Type Witness Name Type/print Name

_____ Title: _____
Witness

_____
Print/Type Witness Name "GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____, acting as an agent on behalf of the Florida Fish and Wildlife Conservation Commission. He is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
FFWCC Attorney

SEMINOLE ELECTRIC COOPERATIVE, INC.,
a Florida non-profit corporation

By: _____ (SEAL)

_____
Witness

_____
Type/print name

_____
Print/Type Witness Name

Title: _____

_____
Witness

_____
Print/Type Witness Name

(CORPORATE SEAL)

"GRANTEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ of Seminole Electric Cooperative, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

R10/31/2002

Wayne Chance, Inc.
Professional Land Surveyors
3131 NW 13th Street, Suite 36
Gainesville, FL 32609
(352)336-0909 Fax: (352)336-0012

EXHIBIT "A"

September 9, 2002
SECI-CHARLOTTE 230KV LOOP

PARCEL 1 (State of Florida)
Part of Tax Parcel No. 0073287-000000-1

LEGAL DESCRIPTION

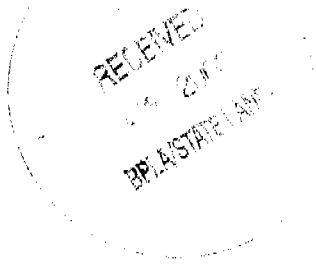
A part of the NW1/4 of the NW1/4 of Section 6, Township 41 South, Range 24 East, Charlotte County, Florida; Being more particularly described as follows: Commence at the Northwest corner of said Section 6 and run thence S.00°26'25"E., along the west line of said section, 50.01 feet to the south right-of-way line of County Road Number 74 (100' R/W - AKA Bermont Road) and the POINT OF BEGINNING; thence S.89°34'21"E., along said right-of-way line, 461.47 feet, thence S.00°32'15"E., 386.91 feet to the north right-or-way line of the Seminole Electric Cooperative, Inc. Hardee Power Station 230KV Transmission Line (100' R/W), thence N.89°32'57"W., along said north right-of-way line, 100.01 feet to a point of intersection with the west right-of-way line of said Transmission Line, thence N.00°32'15"W., along an extension of said west right-of-way line, 314.85 feet, thence N.89°34'21"W., 361.54 feet to said west line of Section 6, thence N.00°26'25"W., along said west line, 45.01 feet to the P.O.B.

Containing 54,956 square feet or 1.262 acres more or less.

R10/31/2002

Seminole Electric
COOPERATIVE, INC.
IN PARTNERSHIP WITH THOSE WE SERVE

April 3, 2003



Ms. Tracy Peters
Florida Department of Environmental Protection
State Lands Division
3600 Commonwealth Boulevard
Mail Station 130
Tallahassee, Fl 32399-3000

Dear Ms. Peters:

RE: Request for Easement - Babcock / Webb Wildlife Management Area

Per your request, attached is a copy of a letter from Charlotte County concerning the Charlotte Loop 230 kV transmission line. The letter states that the Charlotte Loop easement is consistent with the Charlotte County Comprehensive Plan.

If you have any additional questions, please contact me at (813) 963-0994. Ext. 1228.

Sincerely,

Robert Yarbrough
Senior Environmental Engineer

cc: Richard Brightman
Nelson Barbeito
Ken Bachor

16313 North Dale Mabry Highway P.O. Box 272000 Tampa, Florida 33688-2000
Telephone 813.963-0994 Fax 813.264-7906 www.seminole-electric.com

COUNTY OF CHARLOTTE

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING AND ZONING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094
PLANNING DIVISION: (941) 743-1238 • (941) 743-1224 • (941) 743-1230
ZONING DIVISION: (941) 743-1964
FAX: (941) 743-1598

March 25, 2003

Mr. Robert Yarbrough, Senior Environmental Engineer
Seminole Electric Cooperative, Inc.
P.O. Box 272000
16313 North Dale-Mabry Highway 33618
Tampa, FL 33688-2000

Re: Charlotte Loop Transmission Line Easement

Mr. Yarbrough:

Thank you for the opportunity to review the Charlotte Loop Transmission Line Easement and its consistency with the Charlotte County Comprehensive Plan. The Natural Resources and Coastal Planning Element of the Comprehensive Plan contains a policy which calls for cooperation between Charlotte County and the Florida Fish and Wildlife Conservation Commission (FWC) in protecting the Fred C. Babcock- Cecil M. Webb Wildlife Management Area.

Finding that the FWC has no objections to the easement, the Comprehensive Planning Department finds the Charlotte Loop Transmission Easement consistent with the Charlotte County Comprehensive Plan. Please contact Jorge Perez at (941) 623- 1073 or Jorge.Perez@charlottefl.com if you have additional questions.

Sincerely,

Elliot L. Kampert, AICP
Planning Services Manager

Exhibit "B"

Seminole Electric
COOPERATIVE, INC.
IN PARTNERSHIP WITH THOSE WE SERVE

March 12, 2003

Mike Kemmerer, Manager
Cecil M. Webb Wildlife Management Area
Florida Fish & Wildlife Conservation Commission
29200 Tuckers Grade
Punta Gorda, FL 33955

Re: Proposed Compensation for ROW Easement for
Charlotte Loop 230 kV Transmission Line Project

Dear Mr. Kemmerer:

As we have previously discussed, Seminole Electric Cooperative, Inc. ("Seminole") is agreeable to working out an arrangement whereby Seminole would participate in the payment of up to $24,000 as reflected in the attached proposal from Mustang Tampa, Inc., for the repairs to the gate control structures on the existing dam in the Cecil M. Webb Wildlife Management Area ("Cecil Webb") in Charlotte County, Florida.

This agreement to participate in the payment would be in consideration for the conveyance of a ROW easement containing 1.26± acres at the northwest corner of Cecil Webb known as the Punta Gorda Spray Field. Seminole intends to construct approximately 375 feet of the proposed Charlotte Loop 230 kV Transmission Line in the proposed easement.

Seminole prefers to escrow the agreed upon amount with an agreement that the funds would be paid directly to the contractor performing the work upon your approval. Seminole does not want to enter into any contracts for the performance of the work.

If this proposal is acceptable, Seminole will prepare an agreement setting forth the agreed upon terms and conditions and the form of ROW easement.

Please advise as soon as possible regarding your agreement to this proposal.

Sincerely,

Kenneth L. Bachor, P.E.
Manager of Transmission/Substation Services
KLB:dkp

16313 North Dale Mabry Highway P.O. Box 272000 Tampa, Florida 33688-2000
Telephone 813.963.0994 Fax 813.264.7906 www.seminole-electric.com

MUSTANG TAMPA, INC.

Westwood Center • 2002 North Lois Avenue, Suite 300 • Tampa, Florida 33607
Phone: (813) 876-2424 • FAX: (813) 789-2372

March 4, 2003

Robert Yarbrough
Seminole Electric Cooperative, Inc.
Department of Environmental Affairs
16313 North Dale Mabry Highway
Tampa, FL 33688-2000

Subject: Proposal for Engineering Services
Seminole Electric Cooperative – Dam in Charlotte County – Revision 1

Dear Mr. Yarborough:

Mustang Tampa, Inc. (Mustang) is pleased to present this proposal to Seminole Electric Cooperative, Inc. for engineering services to design a repair for the gate supports at the dam in Charlotte County, Florida. This proposal is based on your telephone conversation with Lou Giokas and Grant Malstrom's visit to the site in Charlotte County on February 28, 2003.

Scope of Work/Deliverables
Mustang will produce drawings that will detail repairs to cracking in the concrete at the gate supports and provide a steel design to support the existing bracket. We will also develop a procedure to remove and clean up the existing gates in order to restore operability. We have allowed for a one-day trip to the site for dimensional verification and a one-day pre-bid trip to site to explain the scope of work with the bidders.

As part of this effort we will obtain bid(s) from contractors for doing this work. We have briefly looked at the cost of the repair/construction and estimate that a rough order of magnitude cost will be between $15,000 and $20,000. This cost estimate will be firmed up after getting bids.

Schedule
Based on the above scope of work and deliverables Mustang expects the drawings / repair procedure will be completed in less than 2 weeks after receipt of the Purchase Order from Seminole Electric. We envision receiving construction bid(s) 3 weeks after the engineering drawings are completed.

Commercial Offer
Mustang proposes to perform this work on a lump-sum basis for **$4,200**. Mustang is prepared to commence work on this project upon issuance of a Purchase Order which references this proposal and our existing contract with Seminole Electric Cooperative, Inc.

Validity of Proposal

This proposal is valid for acceptance by Seminole Electric Cooperative, Inc. through March 31st, 2003 unless extended or withdrawn in writing by Mustang Tampa, Inc.

We at Mustang thank you for the opportunity you have provided us to work with Seminole Electric on this project. Should have any questions or would like to discuss this proposal further, please contact me at 813-876-2424, extension 3004, or David Barnhardt at 3036.

Very truly yours,

Mustang Tampa, Inc.

Lou Giokas
V.P.-Business Development

Poindexter, Don

From: Hardee, Charles
Sent: Thursday, March 20, 2003 8:38 AM
To: 'Peters, Tracy'
Cc: Poindexter, Don
Subject: RE: Seminole Electric Easement

Tracey - Looks good to me. Thanks for your help!! Give my best to Gary. - Charlie

-----Original Message-----
From: Peters, Tracy [mailto:Tracy.Peters@dep.state.fl.us]
Sent: Thursday, March 20, 2003 8:32 AM
To: Hardee, Charles
Cc: Poindexter, Don
Subject: RE: Seminole Electric Easement

Charlie,

I think at this point it will just be easier to use our standard form easement than to try and revise Seminole's form to incorporate your suggestions unless you've got specific language. Gary had the same concern you did about the warranty language. I've modified our standard easement to make the Commission the Grantor. Take a look at it and let me know what you think, particularly the statutory authority I've cited on page 1. Seminole has accepted our easement before. They aren't going to like it, but it's a large powerline and it doesn't serve just our facility.

-----Original Message-----
From: Hardee, Charles [mailto:Charles.Hardee@fwc.state.fl.us]
Sent: Wednesday, March 19, 2003 1:46 PM
To: Peters, Tracy
Subject: FW: Seminole Electric Easement

-----Original Message-----
From: Hardee, Charles
Sent: Wednesday, March 19, 2003 1:44 PM
To: Poindexter, Don; Tracey Peters (E-mail)
Cc: Doerr, Patti
Subject: RE: Seminole Electric Easement

Don - I am OK with you going ahead with it, based on your understanding of what we are getting out of it. I would normally wonder why we would want to grant something like this at all.

As to this easement, I don't like the warranty of title language, and I hope and assume DEP legal will cut it out. Also, there should definitely be a reservation/ clarification that the public retains all reasonable uses of the land (in addition to those listed), and a requirement that all activities under the easement by the Grantee conform to the applicable managment plan.

Tracey - If appropriate would you forward my comments to Gary Heiser or whoever the reviewing attorney is?

Thanks - Chas.

-----Original Message-----
From: Poindexter, Don
Sent: Wednesday, March 19, 2003 11:28 AM
To: Hardee, Charles
Subject: RE: Seminole Electric Easement

I just hope you don't have a problem with the draft easement Patti gave you. We had to move, so we crossed our fingers and moved.

Don

-----Original Message-----
From: Hardee, Charles
Sent: Wednesday, March 19, 2003 10:23 AM
To: Poindexter, Don
Subject: RE: Seminole Electric Easement

Don - Is there anything I need to do on this? Thanks - Chas.

-----Original Message-----
From: Poindexter, Don
Sent: Tuesday, March 18, 2003 3:32 PM
To: 'Peters, Tracy'
Cc: Hardee, Charles
Subject: RE: Seminole Electric Easement

Tracy,

We have had Charlie tied up for the past few weeks. Patti took him a copy of Seminoles proposed Easement but we haven't heard back from him. I don't want a perpetual easement, 50 years only. I don't have a problem with the rest of their easement or don't care if you use a DSL easement.

I know you are in a rush, Seminole is also (that's is how we got SUCH s sweet deal). You can go with whatever Gary Heiser approves, but I would like a copy.

Thanks Don

-----Original Message-----
From: Peters, Tracy [mailto:Tracy.Peters@dep.state.fl.us]
Sent: Tuesday, March 18, 2003 1:28 PM
To: Poindexter, Don
Subject: RE: Seminole Electric Easement

What a deal! You need to come back to work for us in Asset Management as one our negotiators. Hah!!! I'll wait to hear from you on the easement.

-----Original Message-----
From: Poindexter, Don [mailto:Don.Poindexter@fwc.state.fl.us]
Sent: Tuesday, March 18, 2003 10:40 AM
To: Peters, Tracy
Subject: RE: Seminole Electric Easement

Tracy,
I would prefer the standard DSL easement, but don't have a big problem with the one they offered. I will ask Charlie what he thinks and let you know

today.

Now we have a net positive benefit worked out. We have a broken water control structure on Webb. Seminole has agreed to escrow $24,000, hire an engineer, then contract for repairs up to the $24,000 they will put in escrow. When this structure works, it holds water up to the normal high water level but allows us to drop the level for management. For the past several years we have not been able to drop the level due to malfunctions of the 8X10 foot control gates. Seminole is going to fix this problem for us.

Don

-----Original Message-----
From: Peters, Tracy [mailto:Tracy.Peters@dep.state.fl.us]
Sent: Tuesday, March 18, 2003 8:08 AM
To: Poindexter, Don; Doerr, Patti
Subject: Seminole Electric Easement

Not sure who has this, but Richard Brightman with Hopping Boyd etc. is pushing it for the second Trustees agenda in April. Unfortunately that means my agenda item was due to be submitted yesterday. They have some kind of a time crunch. Richard said the Commission didn't have any problems with the actual crossing, but do you know if you want any changes to the easement document? Gary doesn't want to look at it until it has your changes in it first. The only biggie I noticed is that they are asking for perpetual, but we only give 50-year. You may just prefer our standard easement. Let me know.

11.2.15 Contract #14445

FWC Contract Administration Office Review
FWC Contract # 14445

The Basic Contract Elements
For a written Contract to be enforceable, it must at a minimum include these critical basic elements:

- Identify the Parties
- Describe the Service
- State the Term
- Include signatures of all parties

When reviewing a Contract ask yourself the following questions and fill in the answers below:

Yes/No/NA

Yes — Is the Contract Review Sheet filled out completely and accurately?

N/A — Is the procurement method listed on the routing form? Is that documentation attached? If exempt is the exemption listed on the routing form?

Yes — Is the Contract Routing memo attached to the Contract Review Sheet? Does it clearly identify what the Contract/Amendment will be doing?

Yes — Are all references to the parties to the Contract, including the abbreviations and the signature blocks, accurate, complete and consistent?

NO — Does the Contract clearly state the beginning or effective date and the ending or expiration date?

Yes — Does the Contract clearly state: what is to be done, who is going to do it, and how much it will cost? Are all duties and obligations of FWC and the Contractor clearly stated so that all parties know: (1) what the duties and obligations of each party are, (2) how those duties and obligations will be performed, and (3) when those duties and obligations will be performed?

N/A — Does the Contract clearly and accurately state the maximum amount that FWC will be obligated to pay under the Contract? Are the invoicing and payment procedures clearly set forth?

N/A — Are State or Federal project dollars being used to pay for the Contract? If so, has the Federal or Florida Single Audit Act (FSAA) checklist been provided?

N/A — Does the Contract require the Contractor's employees, agents, suppliers or subcontractors to be present on FWC property? If so, does the Contract require the Contractor to have applicable licenses and all necessary insurance including Workmen's Compensation?

NO — Does the Contract contain procedures for managing disputes, their remedies and the termination of the Contract?

NO — Does the Contract contain some language to the effect that the terms contained in the Contract are the only terms agreed to between the parties? The language could be as simple as stating "This Contract constitutes the whole Contract of the parties."

N/A — If the Contract is over $1 million, has the Contract Attestation form been completely filled and provided?

Yes — Is the Contract complete (i.e., are all pages accounted for all have all exhibits and attachments been provided)?

Yes — Is the formatting of the document correct? Are all the paragraphs evenly spaced? Is the punctuation and capitalization throughout the document correct? Are the attachments labeled in accordance with how they are referred to in the Contract?

N/A — If it's an Amendment is a copy of the original Contract attached? If it is an extension, is it before the term of the original Contract has expired? Additionally, if it is an Amendment, does the information in the Amendment accurately cross-reference and identify the information in the original agreement?

If the answer is "NO" on any of these questions call the Contact Person listed on the routing sheet and discuss with them why it's not included and have them make needed changes. Keep in mind that some of these won't apply to all Contracts.
Example: No cost Agreements won't have payment language etc., these should be marked "NA".

Signature of Contract Administration Office Reviewer

6/12/15
Date

Revised 01-10-2014

Florida Fish & Wildlife Conservation Commission Contract Routing Review Form

1. Contract Number: 14445	2. Contract Manager's Name & Telephone Number: Rich Mosepsn 617-9533		
3. Originator: Rich Mospens	Date: 6/5/15	Telephone #: 617-9533	Division/Office: HSC

4. Financial ☐ Non-Financial ☒

5. Brief Project Title / Contract Description:
FWC grant of utility easement to Embarq Florida, Inc, d/b/a CenturyLink to install a new data communication cable line from former field office to new field office at Tucker Grade Rd, Babcock Webb WMA
☐ Amendment, If so Amendment Number: ☐ Renewal, If so, Renewal Number:

6. Current Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$0.00			$0.00

7. Contract Begin Date	Original End Date	Revised End Date
Execution	Indefinite	

8. Contractor Name	9. Contractor's Vendor/Tax ID # and Sequence Number	Is the vendor registered? (Y/N)
Embarq Florida, Inc, d/b/a CenturyLink 100 CenturyLink Dr Monroe, LA 71203	Seq. #:	☐Yes ☐ No *If yes, attach screen print of registration*

10. Contractor's Contact Name	Contractor's Telephone #	11. Cost/Price Analysis Required?
Dayne A. Pruitt	864-388-1315	☐Yes ☐No *If yes, please attach.*

12. FACTS Information Attached?	13. Legal Review of Solicitation?		
☐Yes ☐ No	☐Yes - Reviewed by:	☐ No	Comments for "No"

14. Administrative Review ***Please route to next approver upon completion of your review.***	Approval/ Disapproval	COMMENTS
CONTRACT MANAGER Signature: Name: Richard C Mospens Date: 6/5/15	☑Approve - No Edits ☐Approve with Edits ☐Disapprove	
SECTION / SUBSECTION REVIEWER ***Required? Y / N*** Signature: Name: Mike Brooks Date: 6-8-15	☑Approve - No Edits ☐Approve with Edits ☐Disapprove	
BUDGET REVIEWER ***Required? Y / N*** Signature: Name: Date:	☐Approve - No Edits ☐Approve with Edits ☐Disapprove	
DIVISION/OFFICE REVIEWER Signature: Name: Date: N	☐Approve - No Edits ☐Approve with Edits ☐Disapprove	
CONTRACTS OFFICE REVIEWER Signature: Jeanie Vause Name: Jeanie Vause Date: Y 6/12/15	☑Approve - No Edits ☐Approve with Edits ☐Disapprove	
CHIEF INFORMATION OFFICER ***Required? Y / N*** Signature: Name: Date:	☐Approve - No Edits ☐Approve with Edits ☐Disapprove	
LEGAL REVIEWER Signature: Name: Anthony Pinzino Date: Y 6/22/15	☑Approve - No Edits ☐Approve with Edits ☐Disapprove	

Return signed Contract/Grant Review Routing Form and draft agreement to the above Contract Manager for edits and/or execution.

FWC 167 (Revised 6/13)

Contract Execution Routing Form

Instructions: This form should be completed and attached to all contracts being routed for signature by the Executive Director or appropriate delegate. The Contract Routing Review Form should be used for contracts which are being routed for review but not execution. The routing should occur in the order specified below.

1. Contract Number: 14445	2. Contract Manager: Rich Mospens	3. Contract Manager Telephone #: 617-9533	4. Date: 6/5/15

5. Requestor: Rich Mospens	6. Requestor Telephone #: 617-9533	7. Division/Office: HSC

8. Title: FWC grant of utility easement to Embarq Florida, Inc, d/b/a CenturyLink to install a new data communication cable line from former field office to new field office at Tucker Grade Rd, Babcock Webb WMA

9. Contract Manager Confirmation that no changes were made after LEGAL review during initial routing and review.

Contract Manager Confirmation, NO CHANGES MADE: _____ 6/22/15
~~Contract Manager Signature~~ **DATE**

If changes were made since initial LEGAL review, provide list of changes below and obtain LEGAL review and approval prior to the completion of this form and execution of the contract.

10. Signature

Please route to next signatory upon completion of your review.

CONTRACT MANAGER

Signature: _____ Date: 6/5/15

Name: Richard C Mospens

OTHER (Please Specify ~~Section~~ subsection Reviewer **)**

Signature: _____ Date: 6-8-15

Name: MIKE BROOKS

LEGAL (Review for Legal Sufficiency)

Contract Manager may select N/A if no changes are confirmed in the attestation above. N/A ☐

Signature: Date:

Name:

EXECUTIVE DIRECTOR or DELEGATE ***(Executing on Behalf of the Commission)***

Signature: _____ Date: 6/24/15

Name: JENNIFER FITZWATER

Return signed Contract/Grant Execution Routing Form and executed agreement to the above Contract Manager for distribution.

WB Century Link Port Charlotte, FL 33980
4195 Tamiami Trail

Easement # (FWC Contract #)
14445
Babcock Webb WMA
Sec. 36, Twp 41S, Rge 23E
Parcel I.D. #412336200001
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Rich Mospens
Co. Name: FFWCC
Address 620 S. Meridian St
Tallahassee, FL 32399-1600

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3990 PAGE 1089 PAGE: 1 OF 5
INSTR # 2365593 Doc Type: AGR
Recorded: 7/8/2015 at 8:29 AM
Rec. Fee: RECORDING $44.00
Cashier By: KARENB

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Embarq Florida, Inc, d/b/a CenturyLink, having an address of 100 CenturyLink Drive, Monroe, LA 71203, its licensees, agents, successors, and assigns, a non-exclusive easement for as long as the easement is used for the purpose for which it was granted for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 5-feet in width described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for electrical purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 24th June, 2015

Signed, sealed and delivered
in the presence of:
Linda Henderson
Witness Signature

Linda Henderson
Type/Print Witness Name

Sabrina Menendez
Witness Signature

Sabrina Menendez
Type/Print Witness Name

STATE OF FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: Jennifer L Fitzwater for
Executive Director,
State of Florida Fish and Wildlife Conservation Commission

Approved as to Form and Legality
By: Anthony Pinigis
FFWCC Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24 day of June 2015, by Jennifer Fitzwater, as For Executive Director, acting for and on behalf of the State of Florida Fish and Wildlife Conservation Commission. He is personally known to me.

Notary Public
Signature: Emily Hershman

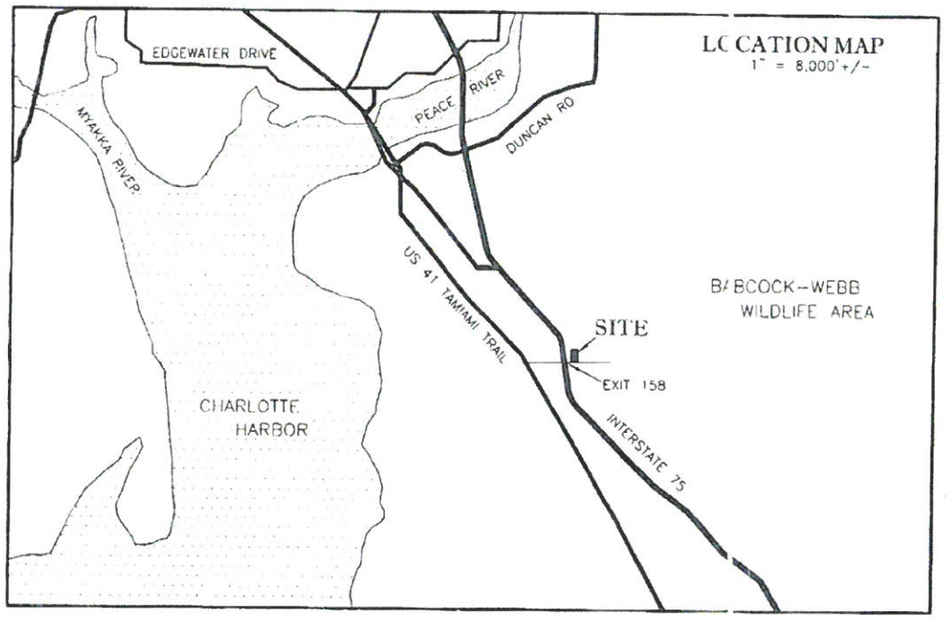
Print Name: Emily Hershman
My Commission Expires:

(SEAL)

EMILY HERSHMAN
Commission # FF 174110
Expires November 5, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

5

Exhibit "A" - pg 1 of 4



SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

NOTES:

SURVEY BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, NATIONAL GEODETIC SURVEY CONTROL POINTS AND EXISTING MONUMENTATION.

COORDINATES SHOWN HEREON ARE STATE PLANE, NAD 83 (90 ADJUSTMENT), FLORIDA WEST ZONE.

DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, AS BEING N.89°50'03"E.

THIS SURVEY WAS CREATED SPECIFICALLY AND EXCLUSIVELY TO SHOW THE LOCATION OF A PROPOSED UTILITY EASEMENT WITHIN STATE PROPERTY LOCATED AT GAME & FISH OFFICE, 29200 TUCKERS GRADE, CHARLOTTE COUNTY, FL, 33982

ABOVE GROUND OR UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

THIS PLAT PREPARED AS A SPECIFIC PURPOSE SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

PARCEL CONTAINS 3,410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS.

DATE OF LAST FIELD WORK: 3/2/15.

THIS IS A FIELD SURVEY.

TABLE OF CONTENTS:

SHEET 1 ..... LOCATION MAP/CONTENTS
SHEET 2 ..... KEY MAP/CONTROL
SHEET 3 ..... LEGAL DESCRIPTION
SHEETS 4-6 ..... SKETCH OF DESCRIPTION

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
S.I.R. = SET IRON ROD
FCM = FOUND CONCRETE MONUMENT
R/W = RIGHT OF WAY
P = PINE TREE (SIZE IN INCHES)
O = OAK TREE (SIZE IN INCHES)
CMP = CORRUGATED METAL PIPE
BWF = BARBED WIRE FENCE
= PINE TREE
= OAK TREE
= SET IRON ROD (#7071 MINESS CAP)

FOR THE EXCLUSIVE USE OF:

- TIITF, THE STATE OF FLORIDA
- CENTURYLINK

BY: _____
TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5838
DATE SIGNED: March 6, 2015

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

THIS SURVEY CONSISTS OF SHEETS 1 THROUGH 4
AND IS NOT VALID WITHOUT THE COMPLETE SET

TITLE: SPECIFIC PURPOSE SURVEY

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071
10970 S. CLEVELAND AVENUE
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

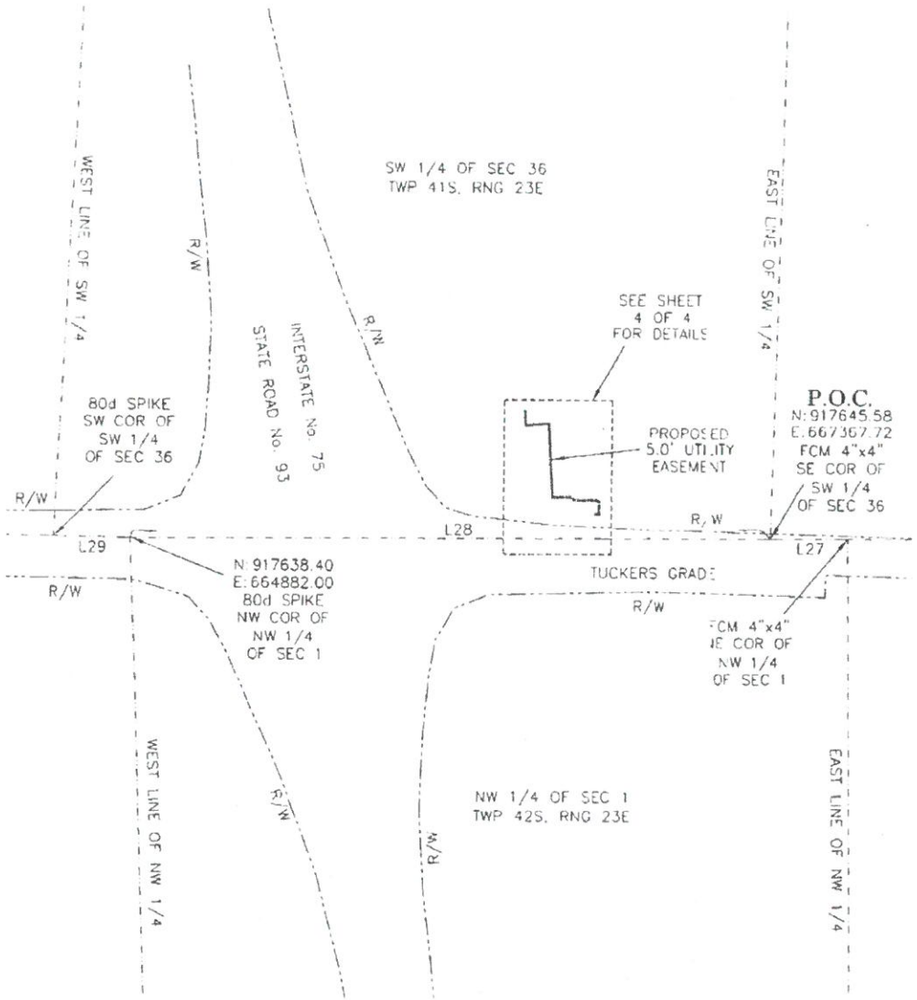
FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
13234SR.DWG	547-42	13234	1 OF 4

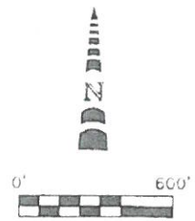
SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BUD	1" = 8000'	TLM	36-41-23

Exhibit "A" - pg 2 of 4

SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN
SECTION 36, TOWNSHIP 41 SOUTH,
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA





LINE TABLE

LINE	BEARING	DISTANCE
L27	S 89°49'13" W	297.03'
L28	S 89°50'03" W	2485.72'
L29	N 89°09'32" W	297.08'

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
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RNG = RANGE
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O = OAK TREE (SIZE IN INCHES)
CMP = CORRUGATED METAL PIPE
BWF = BARBED WIRE FENCE
= PINE TREE
= OAK TREE
= SET IRON ROD (#7071 WITNESS CAP)

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13234SR.DWG	547-42	13234	2 OF 4

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BJD	1" = 600'	TLM	36-41-23

Exhibit "A" - pg 3 of 4

SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN
SECTION 36, TOWNSHIP 41 SOUTH,
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION
OF UTILITY EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE S.89°50'03"W., ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 674.35 FEET; THENCE N.00°09'57"W., FOR A DISTANCE OF 93.53 FEET TO THE **POINT OF BEGINNING** OF THE UTILITY EASEMENT HEREIN DESCRIBED; THENCE N.89°13'52"W., ALONG THE FACE OF AN EXISTING BUILDING AND THE EXTENSION THEREOF, FOR A DISTANCE OF 19.51 FEET; THENCE N.00°47'45"E. FOR A DISTANCE OF 5.00 FEET; THENCE S.89°13'52"E. FOR A DISTANCE OF 14.51 FEET; THENCE N.00°51'51"E. FOR A DISTANCE OF 45.80 FEET; THENCE N.73°04'04"W. FOR A DISTANCE OF 13.28 FEET; THENCE N.88°23'28"W. FOR A DISTANCE OF 14.35 FEET; THENCE S.85°32'15"W. FOR A DISTANCE OF 47.98 FEET; THENCE N.77°27'38"W. FOR A DISTANCE OF 21.13 FEET; THENCE N.56°14'17"W. FOR A DISTANCE OF 17.24 FEET; THENCE S.89°16'44"W. FOR A DISTANCE OF 68.26 FEET; THENCE N.03°14'38"W. FOR A DISTANCE OF 285.70 FEET; THENCE S.85°15'40"W. FOR A DISTANCE OF 88.04 FEET; THENCE N.03°35'57"W. FOR A DISTANCE OF 60.88 FEET TO A POINT ON THE FACE OF AN EXISTING BUILDING; THENCE N.86°18'33"E., ALONG THE FACE OF SAID BUILDING, FOR A DISTANCE OF 5.00 FEET; THENCE S.03°35'57"E. FOR A DISTANCE OF 55.79 FEET, THENCE N.85°15'40"E. FOR A DISTANCE OF 88.07 FEET; THENCE S.03°14'38"E. FOR A DISTANCE OF 286.05 FEET; THENCE N.89°16'44"E. FOR A DISTANCE OF 65.02 FEET; THENCE S.56°14'17"E. FOR A DISTANCE OF 17.86 FEET; THENCE S.77°27'38"E FOR A DISTANCE OF 19.45 FEET; THENCE N.85°32'15"E. FOR A DISTANCE OF 47.50 FEET; THENCE S.88°23'28"E. FOR A DISTANCE OF 15.29 FEET; THENCE S.73°04'04"E. FOR A DISTANCE OF 17.71 FEET; THENCE S.00°51'51"W. FOR A DISTANCE OF 54.55 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 3410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS

BSM APPROVED
By JA Date 5/24/15

NOTES:

SURVEY BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, NATIONAL GEODETIC SURVEY CONTROL POINTS AND EXISTING MONUMENTATION.

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SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

PARCEL CONTAINS 3,410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS.

DATE OF LAST FIELD WORK: 3/2/15.

THIS IS A FIELD SURVEY.

THIS SURVEY CONSISTS OF SHEETS 1 THROUGH 4
AND IS NOT VALID WITHOUT THE COMPLETE SET

LEGEND

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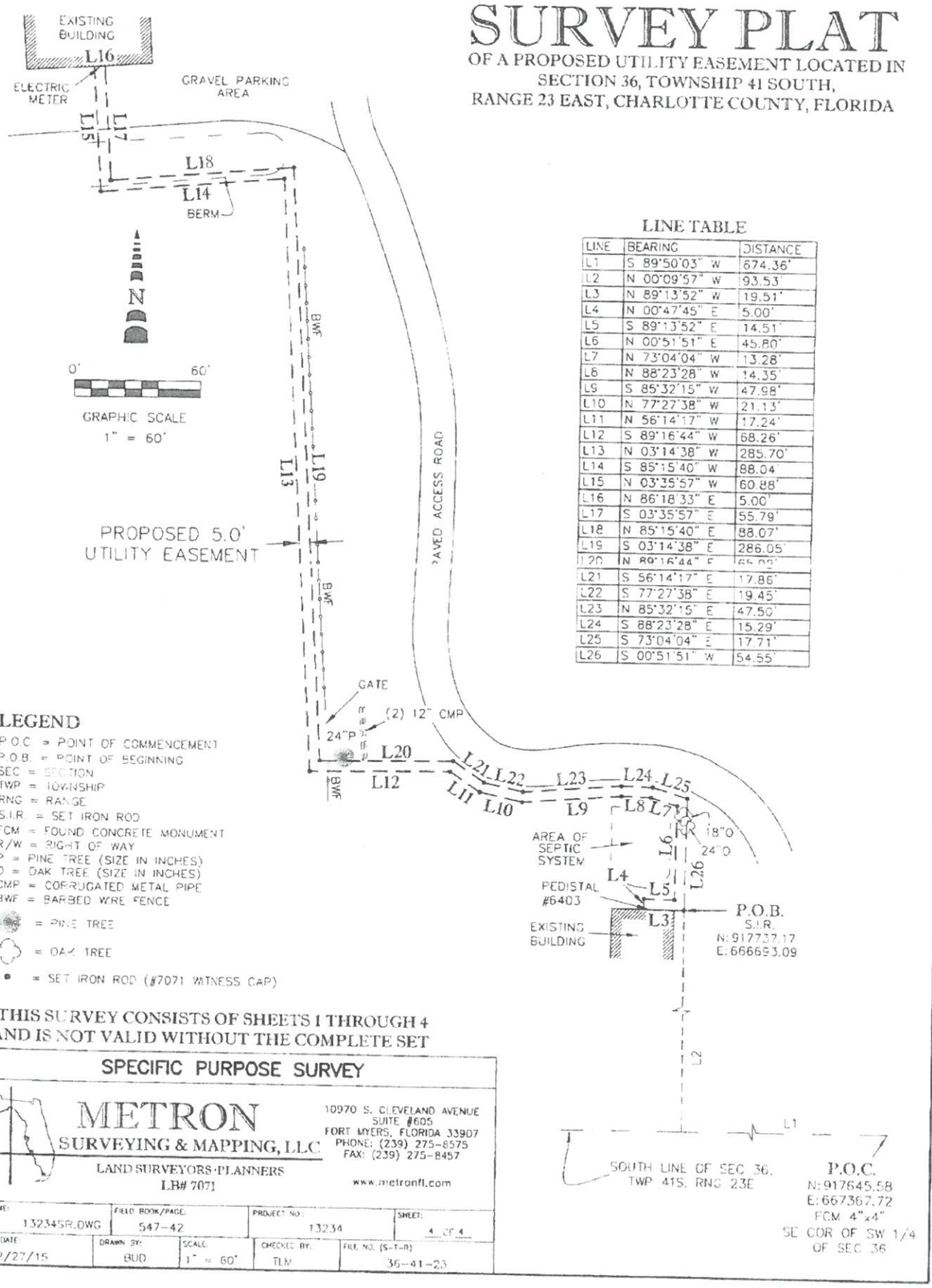
FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
13234SR.DWG	547-42	13234	3 OF 4
SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BUD	N/A	TLM	36-41-23

Exhibit "A" - pg 4 of 4

SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN
SECTION 36, TOWNSHIP 41 SOUTH,
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°50'03" W	674.36'
L2	N 00°09'57" W	93.53'
L3	N 89°13'52" W	19.51'
L4	N 00°47'45" E	5.00'
L5	S 89°13'52" E	14.51'
L6	N 00°51'51" E	45.80'
L7	N 73°04'04" W	13.28'
L8	N 88°23'28" W	14.35'
L9	S 85°32'15" W	47.98'
L10	N 77°27'38" W	21.13'
L11	N 56°14'17" W	17.24'
L12	S 89°16'44" W	68.26'
L13	N 03°14'38" W	285.70'
L14	S 85°15'40" W	88.04
L15	N 03°35'57" W	60.88'
L16	N 86°18'33" E	5.00'
L17	S 03°35'57" E	55.79'
L18	N 85°15'40" E	88.07'
L19	S 03°14'38" E	286.05'
L20	N 89°16'44" E	65.02'
L21	S 56°14'17" E	17.86'
L22	S 77°27'38" E	19.45'
L23	N 85°32'15" E	47.50'
L24	S 88°23'28" E	15.29'
L25	S 73°04'04" E	17.71'
L26	S 00°51'51" W	54.55'

LEGEND

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TITLE: SPECIFIC PURPOSE SURVEY

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FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
13234SR.DWG	547-42	13234	4 OF 4

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BJD	1" = 60'	TLM	36-41-23

Mospens, Richard

From: Mospens, Richard
Sent: Wednesday, July 15, 2015 8:59 AM
To: 'Paul, William D[Sunstate Land Services]'
Cc: Brooks, Mike; Johnson, David; McGrady, Jeff; Allison, Chad; Kemmerer, Mike; Vause, Riley
Subject: RE: Babcock / Webb WMA

Bill,
Thanks for handling the recording. We appreciate the work in relocating and improving our service. Sorry the easement process was so lengthy. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, FL 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

From: Paul, William D[Sunstate Land Services] [mailto:William.D.Paul@centurylink.com]
Sent: Wednesday, July 15, 2015 8:45 AM
To: Mospens, Richard
Subject: Babcock / Webb WMA

Rich,

Attached is a copy of the recorded easement. The original is in the mail back to you.

Thanks for all your help.

Bill

William Paul, Sunstate Land Services
Contractor for CenturyLink
4195 Kings Highway, Port Charlotte, FL 33980
Cell: (727) 449-3544
William.D.Paul@centurylink.com

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June 26, 2015

Florida Fish and Wildlife Conservation Commission

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Managing fish and wildlife resources for their long-term well-being and the benefit of people.

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(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

Mr. Bryan Brashear
8441 Littleton Road,
North Fort Myers, Florida 33903

Re: FWC issuance of utility easement to Embarq Florida, Inc, d/b/a CenturyLink to install a new data communication cable line from former field office to new field office at Tucker Grade Rd, Babcock Webb WMA

Dear Mr. Brashear:

Included herewith please find the referenced utility easement to Embarq Florida, Inc that has been fully executed by the Florida Fish and Wildlife Conservation Commission and is ready for recording in the Charlotte County Clerk of Courts Official Records.

It is the Commission's preference to receive back the original easement. Please provide the recorded document to my attention. My direct contact information is as follows: (850)617-9533 and richard.mospens@MyFWC.com.

Thank you for handling the recording.

Sincerely,

Richard C. Mospens
Conservation Land Manager
Wildlife and Habitat Management Section

RM/
Enclosure

Mospens, Richard

From: Pruitt, Dayne A <Dayne.Pruitt@centurylink.com>
Sent: Thursday, June 25, 2015 8:50 AM
To: Mospens, Richard
Cc: 'Peek, Joelle'; Brashear, Bryan C
Subject: RE: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office - WO 455823532 FWC

Richard,

Please mail the easement to the following address.

Bryan Brashear
8441 Littleton Road,
North Fort Myers, Florida 33903

Thanks,

Dayne Pruitt
Account Consultant
864-388-1315 (work)
864-321-4133 (cell)
720-842-8503 (fax)
dayne.pruitt@centurylink.com

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Wednesday, June 24, 2015 2:24 PM
To: Pruitt, Dayne A
Subject: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office - WO 455823532 FWC

Dayne,
I just received the executed easement from our Executive Director's Office. Could you please provide me with your address so I can ensure I mail it to the correct location? Thanks. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, FL 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

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Mospens, Richard

From: Mospens, Richard
Sent: Wednesday, June 24, 2015 2:04 PM
To: Henderson, Linda
Subject: RE: Delegation of Authority

Thanks Linda!!!!

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, FL 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

From: Henderson, Linda
Sent: Wednesday, June 24, 2015 1:09 PM
To: Mospens, Richard
Subject: FW: Delegation of Authority

Richard – you will probably need the email below attached to the contract you picked up. THANKS!

From: Wiley, Nick
Sent: Wednesday, June 24, 2015 11:04 AM
To: SLT and Admin Support
Subject: Delegation of Authority

SLT – While Eric and I are out of the office on June 23rd, 24th, 25th, and 26th, Jennifer Fitzwater will have delegation of authority. Any actions requiring Executive Director level authorization should be directed through my office for approval.

Thank you,
Nick

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: June 5, 2015

To: Contract Reviewers

From: Rich Mospens
HSC/WHM

RE: FWC issuance of utility easement to Embarq Florida, Inc, d/b/a CenturyLink to install a new data communication cable line from former field office to new field office at Tucker Grade Rd, Babcock Webb WMA

Included herewith please find one original of the referenced easement which will provide data communication cable line from the former field office to the new field office. The easement is set to run for as long as it is needed for its intended purpose. Exhibit "A" attached to the easement depicts the specific location. Also included is an aerial that approximates the easement's intended location.

Pursuant to S 379.3002, F.S., known as the "Johnny Jones Act", DSL was made aware of the desire to grant the easement. DSL responded by email that it had no objection since the easement would be a direct benefit to the FWC-owned land. It was also determined the underlying land was acquired 1/9/1957 from N.H. and Margaret B. McQueen which was not acquired with federal grant-in-aid funds.

Please contact me should there be any questions or concerns. Upon each party completing its review, please promptly forward the package to the next party in line as shown on the Contract Routing Review Form. If more expeditious, please contact me at 617-9533 or by my cell phone at 443-2514 so I may pick up the package and hand deliver it to the next party.

When executing the easement original, please remember to have the authorized signature witnessed by two parties and notarized by a notary public, authorized to serve in the State of Florida.

Your prompt attention to this matter would be greatly appreciated. Thank you.

Mospens, Richard

From: Pinzino, Anthony
Sent: Thursday, June 04, 2015 4:55 PM
To: Mospens, Richard
Subject: RE: Babcock Webb WMA - Embarq Florida, Inc (d/b/a CenturyLink) Utility Easement Servicing New Field Office

I didn't realize how quick the review for this would be, my apologies for not getting on it sooner. I'm good with it. Let me know if you have further questions.

Anthony

Anthony Pinzino
Assistant General Counsel
Legal Office
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

tel. (850) 617-9446
fax. (850) 487-1790

Florida Fish and Wildlife Conservation Commission
MyFWC.com

From: Mospens, Richard
Sent: Thursday, May 21, 2015 3:24 PM
To: Pinzino, Anthony
Subject: Babcock Webb WMA - Embarq Florida, Inc (d/b/a CenturyLink) Utility Easement Servicing New Field Office

Anthony,
For your review is a proposed (utility) easement to be granted by FWC over FWC-owned land that will allow Embarq Florida, Inc, d/b/a CenturyLink, to install a new data communication line (MFN 2 Metro Ethernet connection) to the "new" field office. To date, the personnel have used a directional wireless set-up. Also attached is the survey and legal description that have been reviewed and approved by FDEP/DSL/BSM (see page 3 of 4) that will be attached to the easement as Exhibit "A". Pursuant to S379.3002, F.S. (the "Johnny Jones Act"), the need for the easement was presented to FDEP/DSL which had no objection to FWC granting the easement (see attached). Let me know if there are any questions or the need for additional information. Thanks for your review. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

Mospens, Richard

From: Vause, Jeanie
Sent: Thursday, May 21, 2015 10:33 AM
To: Mospens, Richard
Subject: RE: Babcock Webb WMA - Utility Easement to Embarq Florida, Inc (d/b/a CenturyLink)

Your number is 14445

Jeanie Vause
Purchasing Specialist/Contracts
850-617-9602

From: Mospens, Richard
Sent: Thursday, May 21, 2015 9:12 AM
To: Vause, Jeanie
Subject: RE: Babcock Webb WMA - Utility Easement to Embarq Florida, Inc (d/b/a CenturyLink)

Jeanie,
It will be this fiscal year. -- Rich

From: Vause, Jeanie
Sent: Thursday, May 21, 2015 8:24 AM
To: Mospens, Richard
Subject: RE: Babcock Webb WMA - Utility Easement to Embarq Florida, Inc (d/b/a CenturyLink)

Is this for next year or this year?
Jeanie

Jeanie Vause
Purchasing Specialist/Contracts
850-617-9602

From: Mospens, Richard
Sent: Wednesday, May 20, 2015 3:03 PM
To: Vause, Jeanie
Subject: Babcock Webb WMA - Utility Easement to Embarq Florida, Inc (d/b/a CenturyLink)

Jeanie,
May I have a FWC Contract number for the referenced matter? The utility easement will be over FWC-owned land and is needed so that Embarq may install a better quality communication/internet connection to the Babcock Webb WMA field office. Therefore, it will be FWC that grants the access and utility easement. Thanks. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514

Mospens, Richard

From: Johnson, David
Sent: Wednesday, May 20, 2015 4:54 PM
To: Mospens, Richard
Subject: FW: Webb Internet Upgrade Easement
Attachments: RE: Babcock / Webb WMA; RE: WO 455823532 FWC - Babcock/Webb WMA Office

From: McGrady, Jeff
Sent: Wednesday, May 20, 2015 4:53 PM
To: Johnson, David; Mospens, Richard
Subject: FW: Webb Internet Upgrade Easement

fyi

Jeffrey B. McGrady
Regional Wildlife Biologist
3900 Drane Field Road
Lakeland, FL 33811-1129
863-648-3200

Visit us at http:/myfwc.com/

From: McGrady, Jeff
Sent: Wednesday, May 06, 2015 3:20 PM
To: Brooks, Mike
Cc: Kemmerer, Mike; Allison, Chad
Subject: FW: Webb Internet Upgrade Easement

The Internet upgrade was initiated by Tallahassee IT to improve connectivity. This will require an easement for a new line to be installed from the north side of the old office to the south side of the new shop.

Jeffrey B. McGrady
Regional Wildlife Biologist
3900 Drane Field Road
Lakeland, FL 33811-1129
863-648-3200

Visit us at http:/myfwc.com/

From: Kemmerer, Mike
Sent: Tuesday, May 05, 2015 3:28 PM
To: McGrady, Jeff
Cc: Allison, Chad
Subject: Webb Internet Upgrade Easement

Jeff,

Attached are 2 email strings which may help. The original effort began in 2014 and as you stated, was stopped by John Fender. It began again in 2015 with the CSA from Centurylink in the Babcock/Webb email string. Apparently the original line to the Webb shop does not have an easement. The discussions regarding the easement that I was privy to, are contained in the second email string, WO 455823532. The line installation stopped shortly after Rich mentioned to their engineer that the easement required approval from State Lands. If you have any other questions, I will try to answer them.

Mike

Mospens, Richard

From: Mospens, Richard
Sent: Thursday, April 16, 2015 10:57 AM
To: 'Martin, Diane'
Subject: RE: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office

Rogo,
Thank you for your attention and support. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

From: Martin, Diane [mailto:Diane.Martin@dep.state.fl.us]
Sent: Wednesday, April 15, 2015 3:36 PM
To: Mospens, Richard
Subject: RE: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office

Rich,
Acting as agent for and on behalf of the Board of Trustees, this office has no objection to the Florida Fish & Wildlife Conservation Commission/FFWCC approving placement of a direct benefit utility easement, over property owned in fee by FFWCC, to Embarq, Florida, d/b/a CenturyLink. Please proceed.

Rogo

Diane Martin ("*Rogo*")
OMC Manager - Upland Leasing Section
Bureau of Public Land Administration
Department of Environmental Protection
3800 Commonwealth Blvd., MS#130
Tallahassee, FL 32399-3000
850.245.2742
Please take a few moments to provide us with valuable feedback!

Additional resources:

From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Wednesday, April 15, 2015 3:27 PM
To: Martin, Diane
Subject: RE: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office

Rogo,
Any movement on this matter? Thanks. -- Rich

From: Mospens, Richard
Sent: Tuesday, April 07, 2015 2:51 PM
To: Martin, Diane
Subject: FW: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office

Rogo,
Any status report on the referenced request for assistance? Thanks. -- Rich

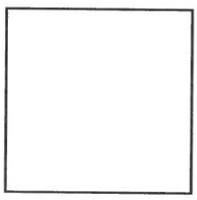
From: Mospens, Richard
Sent: Friday, March 27, 2015 5:07 PM
To: 'Martin, Diane'
Subject: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office

Rogo,
DSL review and approval is requested in FWC granting a utility easement to Embarq Florida, Inc, d/b/a CenturyLink for the placement of a MFN 2 Metro Ethernet internet connection cable at the Babcock Webb WMA field office complex. The concerned land is FWC-owned land, acquired in about cable would be laid between the former field office and the new field office, thereby providing the FWC field personnel the direct benefit of fast, reliable internet access.

DSL is being contacted as FWC is required on matters regarding its owned land by S 379.3002, F. S., known as the "Johnny Jones Act" (see attached), to seek approval of the Board of Trustees of the Internal Improvement Trust Fund prior to carrying out certain real estate activities, including, but not limited to the granting of easements.

Attached is a Communications Service Authorization form and a signed and sealed survey of the proposed easement route. Please let me know if additional information is required. Thank you for your attention. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com



Mospens, Richard

From: Pruitt, Dayne A <Dayne.Pruitt@centurylink.com>
Sent: Tuesday, April 07, 2015 4:14 PM
To: Vause, Riley; 'Peek, Joelle'
Cc: Turner, Mike; Mospens, Richard
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

All,

I got a response back saying that this circuit is currently being placed by construction. I will try ti get an estimated completion date.

Sorry for the delay.

Thanks,

Dayne Pruitt
Account Consultant
864-388-1315 (work)
864-321-4133 (cell)
720-842-8503 (fax)
dayne.pruitt@centurylink.com
CenturyLink Business

From: Vause, Riley [mailto:Riley.Vause@MyFWC.com]
Sent: Tuesday, April 07, 2015 4:05 PM
To: Peek, Joelle; Pruitt, Dayne A
Cc: Turner, Mike; Mospens, Richard
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

As far as I know, Dayne and Richard were working together on getting what proper paper was needed for the easement.

Thanks,

Riley

Florida Fish and Wildlife Conservation Commission
MyFWC.com

Riley Vause
Networking/Telecommunications
620 South Meridian Street
Tallahassee, FL 32399-1600
Office: 850.617.6007
Email: Riley.Vause@myFWC.com

From: Peek, Joelle [mailto:Joelle.Peek@dms.myflorida.com]
Sent: Tuesday, April 07, 2015 11:16 AM
To: Vause, Riley; Pruitt, Dayne A
Cc: Turner, Mike; Mospens, Richard
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Where are we with the easement?

Thanks,

Joelle Renée Peek
Telecommunications Specialist II
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way/125.03, Tallahassee, FL 32399
D (850) 410-0009
Joelle.Peek@dms.MyFlorida.com

Please rate my service by taking the following anonymous survey:
https://www.surveymonkey.com/s/RateMeNow

"We Serve Those Who Serve Florida"

From: Vause, Riley [mailto:Riley.Vause@MyFWC.com]
Sent: Thursday, March 12, 2015 3:50 PM
To: Pruitt, Dayne A
Cc: Peek, Joelle; Turner, Mike; Mospens, Richard
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Dayne,

Can you please provide whatever documentation that Rich is requesting.

Thanks,

Riley

From: Mospens, Richard
Sent: Thursday, March 12, 2015 11:15 AM
To: Vause, Riley
Cc: Pruitt, Dayne A; 'Peek, Joelle'; Turner, Mike
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Riley,
Sorry for the delay. Being that this easement will be over FWC-owned land, FWC will have to issue the easement, but I can copy one granted to CenturyLink by IITF at Lake Wales Ridge (LWR) about a year ago. I will need a survey sketch and legal description. I understand from Mike Kemmerer that the field work for the survey was performed in about late February. Once I receive that info, I can prepare the easement. The only other piece of information will be the company name and address. For the LWR easement, it was Embarq Florida, Inc, d/b/a CenturyLink at 33 Main St, Winter Garden, FL 34787. Thanks. -- Rich

Richard C. Mospens

HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

From: Vause, Riley
Sent: Tuesday, March 10, 2015 11:10 AM
To: Mospens, Richard
Cc: Pruitt, Dayne A; 'Peek, Joelle'; Turner, Mike
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Richard,

Was you able to determine any information about the easement?

Thanks,

Riley

From: Vause, Riley
Sent: Monday, February 23, 2015 1:20 PM
To: 'Pruitt, Dayne A'; 'Peek, Joelle'
Cc: Mospens, Richard
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

I've contacted Richard Mospens (850) 617-9533 who works for the agency about the easement.

Rich is checking into the easement and will let us know.

Thanks,

Riley

From: Pruitt, Dayne A [mailto:Dayne.Pruitt@centurylink.com]
Sent: Monday, February 23, 2015 11:32 AM
To: 'Peek, Joelle'; Vause, Riley
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Joelle & Riley,

Our last status on this was that we JEOP to customer for easement to bury cable on property. Is this still that case? I just wanted to follow up and see if anything needed to be done on our end.

CSA: 455823532
Site name: Babcock/Webb WMA
Address: 29200 TUCKER GRADE RD
PUNTA GORDA, FL 33955
Contact: Riley Vause (850)617-6007

Thanks,

Dayne Pruitt
Account Consultant
864-388-1315 (work)
864-321-4133 (cell)
720-842-8503 (fax)
dayne.pruitt@centurylink.com

CenturyLink® Business

From: Peek, Joelle [mailto:Joelle.Peek@dms.myflorida.com]
Sent: Monday, February 16, 2015 2:55 PM
To: Hill, Janice M; Pruitt, Dayne A
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Can I please have a status on this?

Thanks,

Joelle Renée Peek
Telecommunications Specialist II
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way/125.03, Tallahassee, FL 32399
D (850) 410-0009
Joelle.Peek@dms.MyFlorida.com

Please rate my service by taking the following anonymous survey:
https://www.surveymonkey.com/s/RateMeNow

"We Serve Those Who Serve Florida"

From: Peek, Joelle
Sent: Thursday, January 29, 2015 5:03 PM
To: 'Hill, Janice M (Janice.Hill@centurylink.com)'; Pruitt, Dayne A (Dayne.Pruitt@centurylink.com)
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Please see below.

Thanks,

Joelle Renée Peek
Telecommunications Specialist II
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way/125.03, Tallahassee, FL 32399
D (850) 410-0009
Joelle.Peek@dms.MyFlorida.com

Please rate my service by taking the following anonymous survey:
https://www.surveymonkey.com/s/RateMeNow

"We Serve Those Who Serve Florida"

From: Peek, Joelle
Sent: Monday, January 26, 2015 3:12 PM
To: Hill, Janice M (Janice.Hill@centurylink.com)
Subject: WO 455823532 FWC - Babcock/Webb WMA Office

Janice
What is the status of this? Will you meet the 2/9/2015 due date?

Thanks,

Joelle Renée Peek
Telecommunications Specialist II
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way/125.03, Tallahassee, FL 32399
D (850) 410-0009
Joelle.Peek@dms.MyFlorida.com

Please rate my service by taking the following anonymous survey:
https://www.surveymonkey.com/s/RateMeNow

"We Serve Those Who Serve Florida"

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This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Mospens, Richard

From: Vause, Riley
Sent: Tuesday, March 24, 2015 7:49 AM
To: Mospens, Richard; Paul, William D[Sunstate Land Services]
Cc: Kemmerer, Mike; Pruitt, Dayne A; Janice.Hill@centurylink.com; Joelle.Peek@dms.myflorida.com
Subject: RE: Babcock / Webb WMA
Attachments: 770-@E-02-0243-14-__Babcock-Webb WMA Office Network Upgrade 2Metro.pdf

Attached is the CSA request for the Network Upgrade.

This will be a MFN 2 Metro Ethernet connection.

Thanks,

Riley

From: Mospens, Richard
Sent: Tuesday, March 17, 2015 3:06 PM
To: Paul, William D[Sunstate Land Services]
Cc: Kemmerer, Mike; Vause, Riley; Pruitt, Dayne A; Janice.Hill@centurylink.com; Joelle.Peek@dms.myflorida.com
Subject: RE: Babcock / Webb WMA

Bill,
I have confirmed that I will need to present the easement to the FDEP/Div. of State Lands (DSL) due to what's referred to as the "Johnny Jones Act" (a/k/a S.379.3002, F.S.) which requires FWC to follow state statute, rules and regulations even though the land is owned by FWC. That said, the survey should say the survey is for the exclusive use of FWC since FWC holds title to the concerned land. It is okay to leave IITF since it has the oversight position for all "state-owned conservation land". The project will probably have to be presented to the Acquisition and Restoration Council (ARC) as a 10-day negative response matter. I would not expect any council member to call the matter as an agenda item at the next regularly scheduled ARC meeting. It would then be deemed approved with FWC being able to issue the easement. I will also need to inform the US Fish and Wildlife Service (USFWS) as FWC purchased the land with federal grant money from USFWS. It should only be a matter of informing USFWS by email and receiving back fairly quickly that it is okay.

I will be working to get the package to DSL no later than Friday. Could you confirm the type of communication cable that is to be installed? I do not see that information in any of the emails I have received.

Thanks. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

From: Paul, William D[Sunstate Land Services] [mailto:William.D.Paul@centurylink.com]
Sent: Friday, March 13, 2015 7:42 AM
To: Mospens, Richard
Subject: Babcock / Webb WMA

Richard,

Attached is the survey we had done. Also the legal name and address is:

Embarq Florida, Inc. d/b/a CenturyLink
100 CenturyLink Drive
Monroe, LA 71203

When you get a chance, please give me a call. I have several questions.

Bill

William Paul, Sunstate Land Services
Contractor for CenturyLink
4195 Kings Highway, Port Charlotte, FL 33980
Cell: (727) 449-3544
William.D.Paul@centurylink.com

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COMMUNICATIONS SERVICE AUTHORIZATION

(REGULATED TELECOMMUNICATIONS SERVICES ONLY)

(1) AUTHORIZATION NO.
770 / @E / 02 / 0243 / 14 / ____
AGY / TYPE CODE / IND CODE / SE-QUENCE / YR / OPT CODE

Communications and Information Technology Services prior approval is required for all requests which exceed the dollar limit set by Category Two of Chapter 287.017 FS., and for all intercity (voice and data) or SUNCOM

(2) THIS REQUEST IS FOR (CHECK ONE BOX ONLY, ONE REQUEST PER FORM:)
[X] DATA [ ] SUNCOM [ ] LOCAL SERVICE [ ] RADIO CONTROL [ ] OTHER

(3) FROM:
AGENCY FL FISH & WILDLIFE
ADDRESS 620 S. MERIDIAN ST
CITY TALLAHASSEE FL 32399-1600
STATE ZIP CODE

(4) MAIL TO (NAME AND ADDRESS, ETC.)
CITS
ELECTRONIC DELIVERY

(5) LOCATION OF REQUESTED SERVICE (NO P.O.BOX NOS.)
AGENCY FWC
AGENCY Babcock/Webb WMA
ADDRESS 29200 TUCKER GRADE RD ROOM
ADDRESS
CITY PUNTA GORDA FL 33955-
STATE ZIP CODE
PHONE (941) 833 - 2555 SUNCOM -

ON-SITE LOCAL CONTACT:
NAME MIKE KEMMERER
PHONE (863) 661 - 3370 SUNCOM -
EMAIL MIKE.KEMMERER@MYFWC.COM

(6) SERVICE SUPPLIER (LEAVE BLANK FOR SUNCOM):
COMPANY
CITY STATE
REP NAME ( ) PHONE NO. -

(7) FOR TELCO USE ONLY
WORK ORDER NO.
COMPLETION DATE ___ / ___ / ___ DUE DATE ___ / ___ / ___
BILLING NO.
CIRCUIT NO.
DIRECTORY LISTING [ ] ADD [ ] DELETE [ ] CHANGE EB DATE ___ / ___ / ___
NUMBER ASSIGNED/AFFECTED

(8) DATE NEEDED 01 / 16 / 2014 BEST EFFORT

(9) DESCRIPTION OF REQUEST:

ITEM NO.	QUANTITY	DESCRIPTION	ESTIMATED COST (LEAVE BLANK FOR SUNCOM) PER UNIT	NON-RECURRING	RECURRING

COMMUNICATIONS SERVICE AUTHORIZATION

(REGULATED TELECOMMUNICATIONS SERVICES ONLY)

(1) AUTHORIZATION NO.

770	@E	02	0243	14	
AGY	TYPE CODE	IND CODE	SE-QUENCE	YR	OPT CODE

1	1	PLEASE INSTALL MYFLORIDA NET(MFN) SERVICE AT THE LOCATION IN BLOCK(5) ABOVE. PROVISION AS INDICATED BELOW. CURRENT CSA: 770@F01004607 PORT SPEED: 2MBPS . PRICE: $486.53 ACCESS SPEED: 2MBPS . PRICE: $261.71 ACCESS METHOD: ETHERNET CUSTOM/STANDARD ROUTER: STANDARD ROUTER MODEL: CISCO 1921 RENT OR BUY: RENT . PRICE: $57.35 SITE ROUTER LAN IP ADDRESS:164.51.54.33 SITE ROUTER LAN SUBNET MASK:255.255.255.224 VRF/VPN PUBLIC/COMMON/PRIVATE: COMMON VRF-LITE (TWO VRFS): NO IP SEC/ENCRYPTION REQUIRED: NO IPX / TUNNELING: NO MULTI CAST REQUIRED: NO CUSTOMER MANAGED ROUTER: NO ACCESS LIST: NO SECURITY FIREWALL: NO QOS APPLICATION: 250KBPS QOS VIDEO: 500KBPS QOS VOICE: 500KBPS EXTEND DEMARC: YES (IF NECESSARY) IS THIS SERVICE IN SUPPRORT OF 911: NO SITE HOURS OF OPERATION: SITE COMMENTS: THIS SITE CURRENTLY HAS A 1.54MB FRAME RELAY CONNECTION **ROUTER CONFIGURATION SHOULD BE THE SAME AS EXISTING ROUTER: MFNFTMPNGR770001** THE DISCONNECTION OF THE EXISTING CIRCUIT (770@F01004607) SHOULD OCCUR AFTER THE 2MB CIRCUIT IS FULLY FUNCTIONAL. **INSTALLATION OF CURCUIT AND ROUTER MUST BE COORDINATED WITH NETWORK SERVICES STAFF** RILEY VAUSE, RILEY.VAUSE@MYFWC.COM 850-617-6007 OR NETWORK SUPPORT 850-488-7967 PRIOR TO COMPLETING ANY WORK			
			SUBTOTAL	(10)	(11)

(13) TOTAL NO. OF ATTACHMENTS:	CSA TOTAL:	(12)

(14) WORK WITH CSA/CPLA AUTHORIZATION NOS:

(15) JUSTIFICATION AND PROPOSED USAGE:

BABCOCK/WEBB WMA OFFICE NETWORK UPGRADE
ORG:77352010100
EO:29
PID:92001007202

(16) COMMUNICATIONS AND INFORMATION TECHNOLOGY SERVICES COMMENTS:

COMMUNICATIONS SERVICE AUTHORIZATION

(REGULATED TELECOMMUNICATIONS SERVICES ONLY)

(1) AUTHORIZATION NO.

770	@E	02	0243	14	
AGY	TYPE CODE	IND CODE	SE-QUENCE	YR	OPT CODE

(17) AUTHORIZING OFFICIAL:

NAME RILEY VAUSE

TITLE NETWORK ADMINISTRATOR

SIGNATURE Submitted Online DATE 12 / 8 / 2014

PHONE (850) 617-6007 SUNCOM 277-3687

(18) COMMUNICATIONS AND INFORMATION TECHNOLOGY SERVICES:

☐ APPROVED ☐ DISAPPROVED

NAME

DATE ___ / ___ / ____

SIGNATURE

Mospens, Richard

From: Cochran, Gary
Sent: Tuesday, March 17, 2015 12:36 PM
To: Mospens, Richard
Subject: RE: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office

Yes I concur-it will need to go to DSL for review and sign-off under JJ Act provisions as it doesn't seem to make exceptions for the type of easement but they may be able to approve it via delegation from ARC/BOT depending on the size of it and hopefully we will not need to address ARC's ten required review criteria in the package that goes over as this seems like a no impact easement that is critical for effective ongoing management of the area but DSL will need to decide. Good luck. Thx...

From: Mospens, Richard
Sent: Tuesday, March 17, 2015 11:51 AM
To: Cochran, Gary
Subject: Babcock Webb WMA - Embarq Florida (d/b/a CenturyLink) Phone Line Easement to Field Office

Gary,
I wanted to confirm with you that I need to run the proposed easement by ARC per the Johnny Jones Act (see attached) as it does not seem to include any exception language pertaining to FWC use.. I also intend to advise USFWS. Thanks. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

Mospens, Richard

From: Paul, William D[Sunstate Land Services] <William.D.Paul@centurylink.com>
Sent: Friday, March 13, 2015 7:42 AM
To: Mospens, Richard
Subject: Babcock / Webb WMA
Attachments: Babcock - Webb WMA Survey.pdf

Richard,

Attached is the survey we had done. Also the legal name and address is:

Embarq Florida, Inc. d/b/a CenturyLink
100 CenturyLink Drive
Monroe, LA 71203

When you get a chance, please give me a call. I have several questions.

Bill

William Paul, Sunstate Land Services
Contractor for Century**Link**
4195 Kings Highway, Port Charlotte, FL 33980
Cell: (727) 449-3544
William.D.Paul@centurylink.com

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Mospens, Richard

From: Mospens, Richard
Sent: Thursday, March 12, 2015 11:15 AM
To: Vause, Riley
Cc: Pruitt, Dayne A; 'Peek, Joelle'; Turner, Mike
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Riley,
Sorry for the delay. Being that this easement will be over FWC-owned land, FWC will have to issue the easement, but I can copy one granted to CenturyLink by IITF at Lake Wales Ridge (LWR) about a year ago. I will need a survey sketch and legal description. I understand from Mike Kemmerer that the field work for the survey was performed in about late February. Once I receive that info, I can prepare the easement. The only other piece of information will be the company name and address. For the LWR easement, it was Embarq Florida, Inc, d/b/a CenturyLink at 33 Main St, Winter Garden, FL 34787. Thanks. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, Fl 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

From: Vause, Riley
Sent: Tuesday, March 10, 2015 11:10 AM
To: Mospens, Richard
Cc: Pruitt, Dayne A; 'Peek, Joelle'; Turner, Mike
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Richard,

Was you able to determine any information about the easement?

Thanks,

Riley

From: Vause, Riley
Sent: Monday, February 23, 2015 1:20 PM
To: 'Pruitt, Dayne A'; 'Peek, Joelle'
Cc: Mospens, Richard
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

I've contacted Richard Mospens (850) 617-9533 who works for the agency about the easement.

Rich is checking into the easement and will let us know.

Thanks,

Riley

From: Pruitt, Dayne A [mailto:Dayne.Pruitt@centurylink.com]
Sent: Monday, February 23, 2015 11:32 AM
To: 'Peek, Joelle'; Vause, Riley
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Joelle & Riley,

Our last status on this was that we JEOP to customer for easement to bury cable on property. Is this still that case? I just wanted to follow up and see if anything needed to be done on our end.

CSA: 455823532
Site name: Babcock/Webb WMA
Address: 29200 TUCKER GRADE RD
PUNTA GORDA, FL 33955
Contact: Riley Vause (850)617-6007

Thanks,

Dayne Pruitt
Account Consultant
864-388-1315 (work)
864-321-4133 (cell)
720-842-8503 (fax)
dayne.pruitt@centurylink.com
CenturyLink Business

From: Peek, Joelle [mailto:Joelle.Peek@dms.myflorida.com]
Sent: Monday, February 16, 2015 2:55 PM
To: Hill, Janice M; Pruitt, Dayne A
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Can I please have a status on this?

Thanks,

Joelle Renée Peek
Telecommunications Specialist II
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way/125.03, Tallahassee, FL 32399
D (850) 410-0009
Joelle.Peek@dms.MyFlorida.com

Please rate my service by taking the following anonymous survey:
https://www.surveymonkey.com/s/RateMeNow

"We Serve Those Who Serve Florida"

From: Peek, Joelle
Sent: Thursday, January 29, 2015 5:03 PM
To: 'Hill, Janice M (Janice.Hill@centurylink.com)'; Pruitt, Dayne A (Dayne.Pruitt@centurylink.com)
Subject: RE: WO 455823532 FWC - Babcock/Webb WMA Office

Please see below.

Thanks,

Joelle Renée Peek
Telecommunications Specialist II
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way/125.03, Tallahassee, FL 32399
D (850) 410-0009
Joelle.Peek@dms.MyFlorida.com

Please rate my service by taking the following anonymous survey:
https://www.surveymonkey.com/s/RateMeNow

"We Serve Those Who Serve Florida"

From: Peek, Joelle
Sent: Monday, January 26, 2015 3:12 PM
To: Hill, Janice M (Janice.Hill@centurylink.com)
Subject: WO 455823532 FWC - Babcock/Webb WMA Office

Janice
What is the status of this? Will you meet the 2/9/2015 due date?

Thanks,

Joelle Renée Peek
Telecommunications Specialist II
Florida Department of Management Services
Division of Telecommunications
4030 Esplanade Way/125.03, Tallahassee, FL 32399
D (850) 410-0009
Joelle.Peek@dms.MyFlorida.com

Please rate my service by taking the following anonymous survey:
https://www.surveymonkey.com/s/RateMeNow

"We Serve Those Who Serve Florida"

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Mospens, Richard

From: Martin, Diane <Diane.Martin@dep.state.fl.us>
Sent: Thursday, February 19, 2015 2:01 PM
To: jerry.a.peacock@centurylink.com; william.d.paul@centurylink.com
Cc: Mospens, Richard; steve bohl
Subject: Direct Benefit Easement application/Babcock Ranch Century link ethernet service
Attachments: AP-EAS-DB.pdf

Importance: High

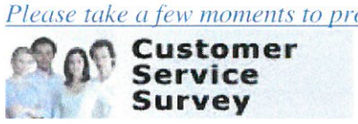
Jerry,
Per our conversation today, attached is our direct benefit easement application. The application should be completed and returned to our upland application shared mailbox at: Upland.Applications@dep.state.fl.us. The managing agency recommendation letter should be included with the application, and the managing agencies should provide a statement that the proposed easement would provide a direct benefit to a state facility/building. Otherwise, we will need a standard easement application completed.

I've included Rich and Steve with Florida Fish & Wildlife Conservation Commission and Florida Forest Service, respectively, as they are our Tallahassee contacts for the land managers.

Thanks.

Rogo

Diane Martin ("*Rogo*")
OMC Manager - Upland Leasing Section
Bureau of Public Land Administration
Department of Environmental Protection
3800 Commonwealth Blvd., MS#130
Tallahassee, FL 32399-3000
850.245.2742
Please take a few moments to provide us with valuable feedback!



Additional resources:

Mospens, Richard

From: Vause, Riley
Sent: Thursday, February 06, 2014 10:57 AM
To: Mospens, Richard
Cc: Johnson, David; Belson, Shane; Greenfield, Jayson; Ranalli, Nicole; Hubbard, Steve
Subject: RE: Lake Whales Phones/Data

Yes, we are ok for Century Link/Embarq to move forward with upgrading your voice service for no charge.

If you do decide to move forward with data, (as mentioned below) the 25 pair cable has the capability to support 1.54Mbps at an additional cost of $551.62 per month.

Thanks,

Riley

From: Mospens, Richard
Sent: Wednesday, February 05, 2014 9:47 AM
To: Vause, Riley
Cc: Johnson, David; Belson, Shane; Greenfield, Jayson; Ranalli, Nicole
Subject: RE: Lake Whales Phones/Data

Riley,
Are you okay with this and the capability that will result in the possible voice and data service? Will that service be acquired from CenturyLink/Embarq? We need to communicate back to CenturyLink, especially the engineer, Ms. Tess Bentayou so the vendor may proceed. Thanks. -- Rich

---

From: Belson, Shane
Sent: Monday, February 03, 2014 3:16 PM
To: Mospens, Richard
Cc: Vause, Riley; Johnson, David; Greenfield, Jayson; Ranalli, Nicole
Subject: RE: Lake Whales Phones/Data

Rich:

Given the circumstances, we (in the field) recommend simply proceeding with the original plan of having Century Link install the 25-pair copper cable line.

Thx.

Shane

From: Mospens, Richard
Sent: Thursday, January 30, 2014 12:35 PM
To: Greenfield, Jayson; Ranalli, Nicole; Belson, Shane
Cc: Vause, Riley; Brooks, Mike; Johnson, David
Subject: RE: Lake Whales Phones/Data

To all,
From my perspective, the decision on the type of line is between the field, Mike/David and IT. Keep in mind that it is Embarq Florida, Inc. (d/b/a CenturyLink) that has an easement to place a line. -- Rich

---

From: Bentayou, Tess [mailto:Tess.Bentayou@centurylink.com]
Sent: Thursday, January 30, 2014 10:23 AM
To: Greenfield, Jayson; Ranalli, Nicole; Belson, Shane
Cc: Mospens, Richard; Vause, Riley
Subject: RE: Lake Whales Phones/Data

Hi Jayson,

Just for clarification, the site is in Lake Placid:

130 Royce Ranch Avenue, PRN 481222.

Thanks,
Tess

From: Greenfield, Jayson [mailto:Jayson.Greenfield@MyFWC.com]
Sent: Thursday, January 30, 2014 9:51 AM
To: Ranalli, Nicole; Belson, Shane
Cc: Mospens, Richard; Bentayou, Tess; Vause, Riley
Subject: Lake Whales Phones/Data

I spoke with Tess about the phone/data solution at the Lake Wales Office. In order to improve the phone service at this site, CenturyLink plans to run a new 25pair copper cable into the building at no cost to us. Although this line is also capable of supporting data, data is sold as an additional service. A 25pair cable is capable of supporting up to 1.54Mbps of data, the cost of which would be an additional $551.62/month over the cost of phone service. I know there was talk of putting Voice over IP (VOIP) phone service instead of traditional phone service at Lake Wales. Please be aware that VOIP is not available without a minimum of 1.54Mbps data.

There are faster data speeds available, but they will necessitate a fiber line instead of copper. The speeds start at 2Mbps for $602.60/month, but can scale beyond 100Mbps, making it more future proof. We are currently in the process of migrating several of our FWC sites to fiber. Let me know if you are interested pursuing fiber instead of copper and I'll look into availability/costs. Keep in mind that going the fiber route will delay any improvements to the phone service at Lake Wales.

Thanks!

Jayson Greenfield
FWC Network Support
850.921.6091

SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN
SECTION 36, TOWNSHIP 41 SOUTH,
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION
OF UTILITY EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE S.89°50'03"W., ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 674.36 FEET; THENCE N.00°09'57"W., , FOR A DISTANCE OF 93.53 FEET TO THE **POINT OF BEGINNING** OF THE UTILITY EASEMENT HEREIN DESCRIBED; THENCE N.89°13'52"W., ALONG THE FACE OF AN EXISTING BUILDING AND THE EXTENSION THEREOF, FOR A DISTANCE OF 19.51 FEET; THENCE N.00°47'45"E. FOR A DISTANCE OF 5.00 FEET; THENCE S.89°13'52"E. FOR A DISTANCE OF 14.51 FEET; THENCE N.00°51'51"E. FOR A DISTANCE OF 45.80 FEET; THENCE N.73°04'04"W. FOR A DISTANCE OF 13.28 FEET; THENCE N.88°23'28"W. FOR A DISTANCE OF 14.35 FEET; THENCE S.85°32'15"W. FOR A DISTANCE OF 47.98 FEET; THENCE N.77°27'38"W. FOR A DISTANCE OF 21.13 FEET; THENCE N.56°14'17"W. FOR A DISTANCE OF 17.24 FEET; THENCE S.89°16'44"W. FOR A DISTANCE OF 68.26 FEET; THENCE N.03°14'38"W. FOR A DISTANCE OF 285.70 FEET; THENCE S.85°15'40"W. FOR A DISTANCE OF 88.04 FEET; THENCE N.03°35'57"W. FOR A DISTANCE OF 60.88 FEET TO A POINT ON THE FACE OF AN EXISTING BUILDING; THENCE N.86°18'33"E., ALONG THE FACE OF SAID BUILDING, FOR A DISTANCE OF 5.00 FEET; THENCE S.03°35'57"E. FOR A DISTANCE OF 55.79 FEET; THENCE N.85°15'40"E. FOR A DISTANCE OF 88.07 FEET; THENCE S.03°14'38"E. FOR A DISTANCE OF 286.05 FEET; THENCE N.89°16'44"E. FOR A DISTANCE OF 65.02 FEET; THENCE S.56°14'17"E. FOR A DISTANCE OF 17.86 FEET; THENCE S.77°27'38"E. FOR A DISTANCE OF 19.45 FEET; THENCE N.85°32'15"E. FOR A DISTANCE OF 47.50 FEET; THENCE S.88°23'28"E. FOR A DISTANCE OF 15.29 FEET; THENCE S.73°04'04"E. FOR A DISTANCE OF 17.71 FEET; THENCE S.00°51'51"W. FOR A DISTANCE OF 54.55 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS 3410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS.

BSM APPROVED
By JA Date 5/21/15

NOTES:

SURVEY BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, NATIONAL GEODETIC SURVEY CONTROL POINTS AND EXISTING MONUMENTATION.

COORDINATES SHOWN HEREON ARE STATE PLANE, NAD 83 (90 ADJUSTMENT), FLORIDA WEST ZONE.

DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, AS BEING N.89°50'03"E.

THIS SURVEY WAS CREATED SPECIFICALLY AND EXCLUSIVELY TO SHOW THE LOCATION OF A PROPOSED UTILITY EASEMENT WITHIN STATE PROPERTY LOCATED AT GAME & FISH OFFICE, 29200 TUCKERS GRADE, CHARLOTTE COUNTY, FL, 33982

ABOVE GROUND OR UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

THIS PLAT PREPARED AS A SPECIFIC PURPOSE SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

PARCEL CONTAINS 3,410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS.

DATE OF LAST FIELD WORK: 3/2/15.

THIS IS A FIELD SURVEY.

THIS SURVEY CONSISTS OF SHEETS 1 THROUGH 4
AND IS NOT VALID WITHOUT THE COMPLETE SET

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
S.I.R. = SET IRON ROD
FCM = FOUND CONCRETE MONUMENT
R/W = RIGHT OF WAY
P = PINE TREE (SIZE IN INCHES)
O = OAK TREE (SIZE IN INCHES)
CMP = CORRUGATED METAL PIPE
BWF = BARBED WIRE FENCE

= PINE TREE

= OAK TREE

= SET IRON ROD (#7071 WITNESS CAP)

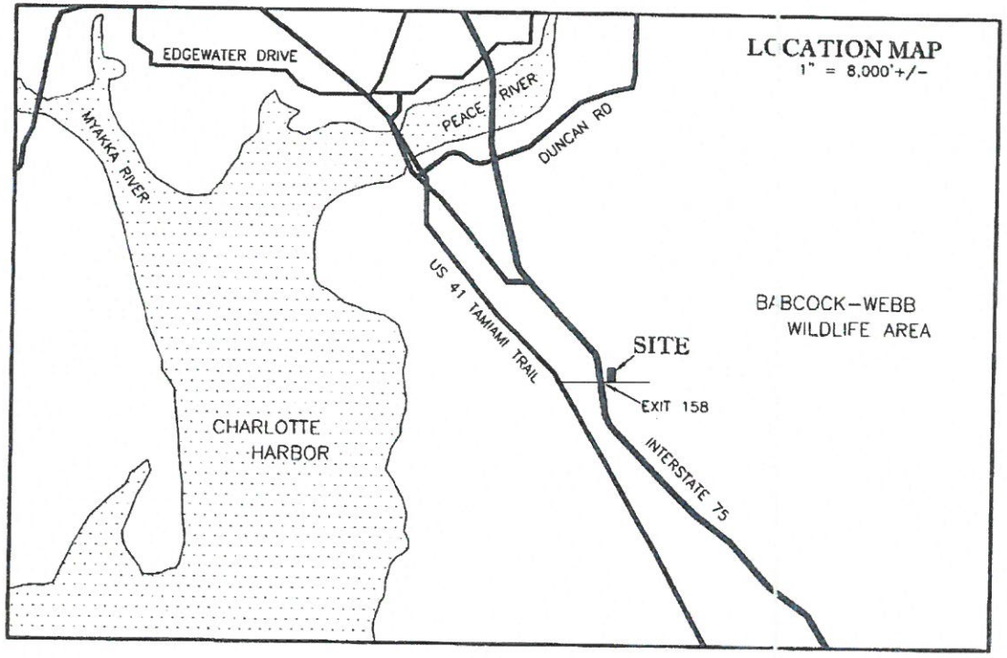
TITLE: **SPECIFIC PURPOSE SURVEY**

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071

10970 S. CLEVELAND AVENUE
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO:	SHEET:
13234SR.DWG	547-42	13234	3 OF 4

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BUD	N/A	TLM	36-41-23



SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

NOTES:

SURVEY BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, NATIONAL GEODETIC SURVEY CONTROL POINTS AND EXISTING MONUMENTATION.

COORDINATES SHOWN HEREON ARE STATE PLANE, NAD 83 (90 ADJUSTMENT), FLORIDA WEST ZONE.

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SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

PARCEL CONTAINS 3,410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS.

DATE OF LAST FIELD WORK: 3/2/15.

THIS IS A FIELD SURVEY.

BY: _____
TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: March 6, 2015

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

FOR THE EXCLUSIVE USE OF:

- TIITF, THE STATE OF FLORIDA
- CENTURYLINK

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SEC = SECTION
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= SET IRON ROD (#7071 WITNESS CAP)

TABLE OF CONTENTS:

SHEET 1 ..... LOCATION MAP/CONTENTS
SHEET 2 ..... KEY MAP/CONTROL
SHEET 3 ..... LEGAL DESCRIPTION
SHEETS 4-6 ..... SKETCH OF DESCRIPTION

THIS SURVEY CONSISTS OF SHEETS 1 THROUGH 4 AND IS NOT VALID WITHOUT THE COMPLETE SET

TITLE: SPECIFIC PURPOSE SURVEY

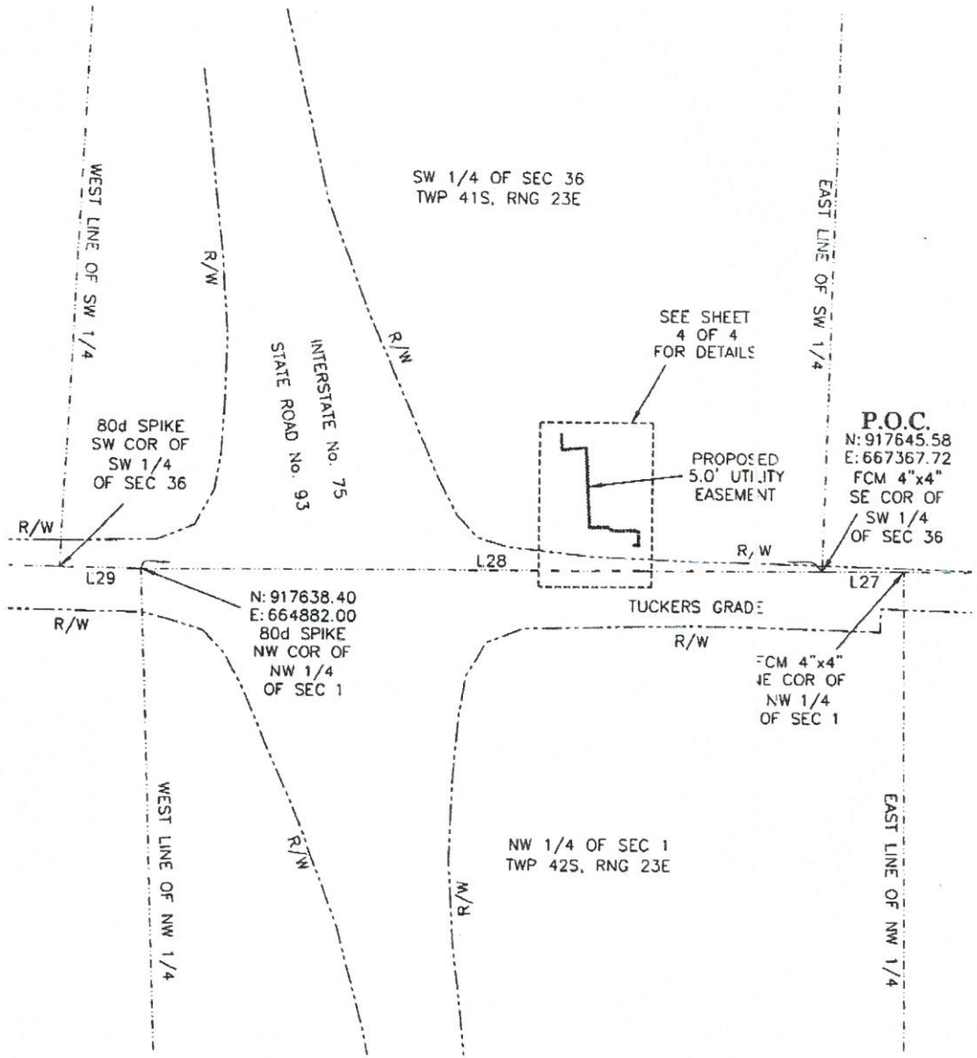
METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071
10970 S. CLEVELAND AVENUE
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
13234SR.DWG	547-42	13234	1 OF 4

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BUD	1" = 8000'	TLM	36-41-23

SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA



GRAPHIC SCALE
1" = 600'

LINE TABLE

LINE	BEARING	DISTANCE
L27	S 89°49'13" W	297.03'
L28	S 89°50'03" W	2485.72'
L29	N 89°09'32" W	297.08'

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
S.I.R. = SET IRON ROD
FCM = FOUND CONCRETE MONUMENT
R/W = RIGHT OF WAY
P = PINE TREE (SIZE IN INCHES)
O = OAK TREE (SIZE IN INCHES)
CMP = CORRUGATED METAL PIPE
BWF = BARBED WIRE FENCE
= PINE TREE
= OAK TREE
= SET IRON ROD (#7071 WITNESS CAP)

THIS SURVEY CONSISTS OF SHEETS 1 THROUGH 4 AND IS NOT VALID WITHOUT THE COMPLETE SET

TITLE: **SPECIFIC PURPOSE SURVEY**

METRON SURVEYING & MAPPING, LLC
LAND SURVEYORS·PLANNERS
LB# 7071
10970 S. CLEVELAND AVENUE
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
13234SR.DWG	547-42	13234	2 OF 4

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BUD	1" = 600'	TLM	36-41-23

SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN
SECTION 36, TOWNSHIP 41 SOUTH,
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION
OF UTILITY EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE S.89°50'03"W., ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 674.36 FEET; THENCE N.00°09'57"W., , FOR A DISTANCE OF 93.53 FEET TO THE **POINT OF BEGINNING** OF THE UTILITY EASEMENT HEREIN DESCRIBED; THENCE N.89°13'52"W., ALONG THE FACE OF AN EXISTING BUILDING AND THE EXTENSION THEREOF, FOR A DISTANCE OF 19.51 FEET; THENCE N.00°47'45"E. FOR A DISTANCE OF 5.00 FEET; THENCE S.89°13'52"E. FOR A DISTANCE OF 14.51 FEET; THENCE N.00°51'51"E. FOR A DISTANCE OF 45.80 FEET; THENCE N.73°04'04"W. FOR A DISTANCE OF 13.28 FEET; THENCE N.88°23'28"W. FOR A DISTANCE OF 14.35 FEET; THENCE S.85°32'15"W. FOR A DISTANCE OF 47.98 FEET; THENCE N.77°27'38"W. FOR A DISTANCE OF 21.13 FEET; THENCE N.56°14'17"W. FOR A DISTANCE OF 17.24 FEET; THENCE S.89°16'44"W. FOR A DISTANCE OF 68.26 FEET; THENCE N.03°14'38"W. FOR A DISTANCE OF 285.70 FEET; THENCE S.85°15'40"W. FOR A DISTANCE OF 88.04 FEET; THENCE N.03°35'57"W. FOR A DISTANCE OF 60.88 FEET TO A POINT ON THE FACE OF AN EXISTING BUILDING; THENCE N.86°18'33"E., ALONG THE FACE OF SAID BUILDING, FOR A DISTANCE OF 5.00 FEET; THENCE S.03°35'57"E. FOR A DISTANCE OF 55.79 FEET; THENCE N.85°15'40"E. FOR A DISTANCE OF 88.07 FEET; THENCE S.03°14'38"E. FOR A DISTANCE OF 286.05 FEET; THENCE N.89°16'44"E. FOR A DISTANCE OF 65.02 FEET; THENCE S.56°14'17"E. FOR A DISTANCE OF 17.86 FEET; THENCE S.77°27'38"E. FOR A DISTANCE OF 19.45 FEET; THENCE N.85°32'15"E. FOR A DISTANCE OF 47.50 FEET; THENCE S.88°23'28"E. FOR A DISTANCE OF 15.29 FEET; THENCE S.73°04'04"E. FOR A DISTANCE OF 17.71 FEET; THENCE S.00°51'51"W. FOR A DISTANCE OF 54.55 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 3410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS.

BSM APPROVED
By JA Date 5/24/15

NOTES:

SURVEY BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, NATIONAL GEODETIC SURVEY CONTROL POINTS AND EXISTING MONUMENTATION.

COORDINATES SHOWN HEREON ARE STATE PLANE, NAD 83 (90 ADJUSTMENT), FLORIDA WEST ZONE.

DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, AS BEING N.89°50'03"E.

THIS SURVEY WAS CREATED SPECIFICALLY AND EXCLUSIVELY TO SHOW THE LOCATION OF A PROPOSED UTILITY EASEMENT WITHIN STATE PROPERTY LOCATED AT GAME & FISH OFFICE, 29200 TUCKERS GRADE, CHARLOTTE COUNTY, FL, 33982

ABOVE GROUND OR UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

THIS PLAT PREPARED AS A SPECIFIC PURPOSE SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

PARCEL CONTAINS 3,410 SQUARE FEET OR 0.078 ACRE, MORE OR LESS.

DATE OF LAST FIELD WORK: 3/2/15.

THIS IS A FIELD SURVEY.

THIS SURVEY CONSISTS OF SHEETS 1 THROUGH 4
AND IS NOT VALID WITHOUT THE COMPLETE SET

LEGEND

P.O.C. = POINT OF COMMENCEMENT
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= SET IRON ROD (#7071 WITNESS CAP)

TITLE: **SPECIFIC PURPOSE SURVEY**

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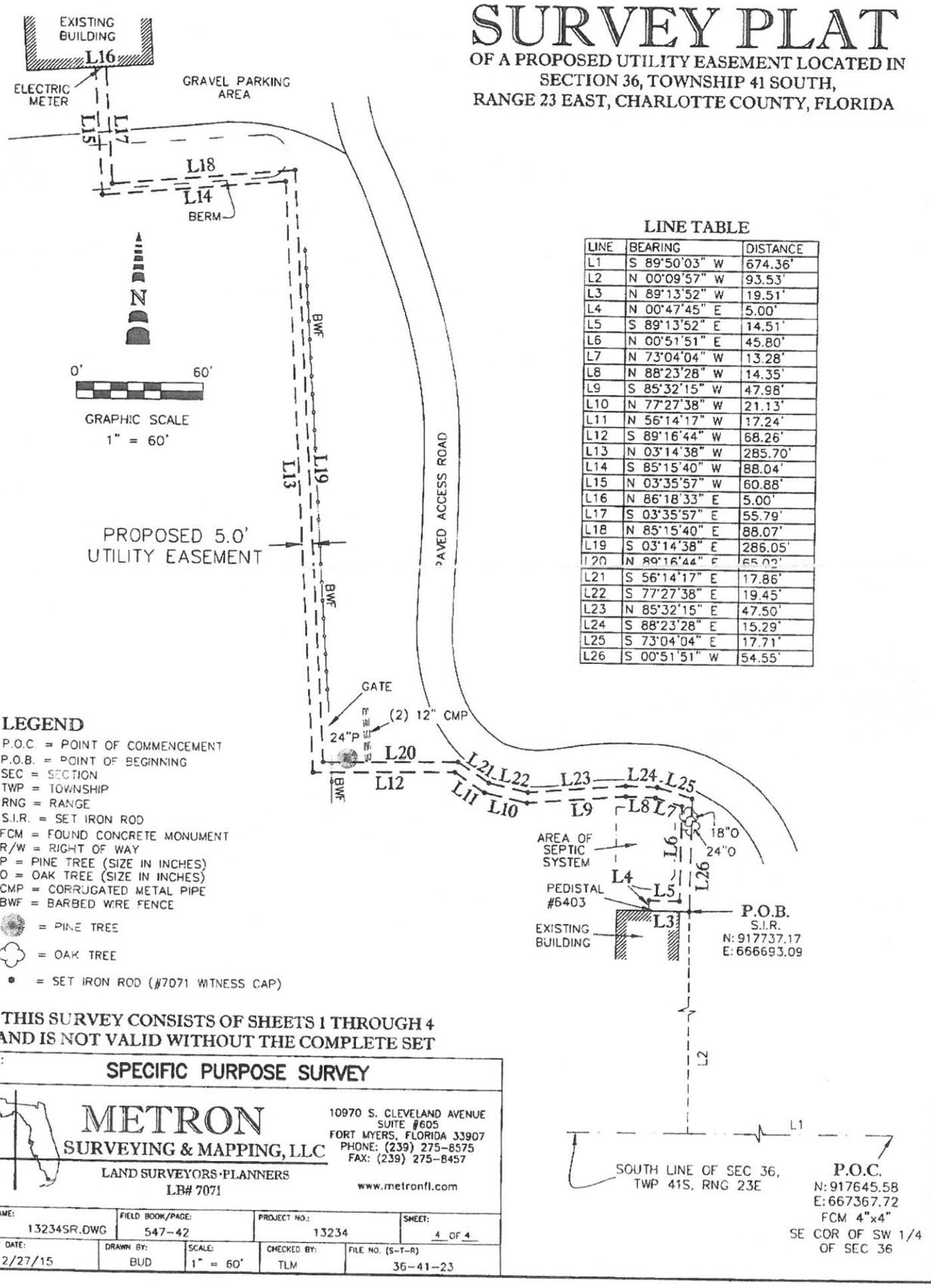
FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
13234SR.DWG	547-42	13234	3 OF 4

SURVEY DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
2/27/15	BUD	N/A	TLM	35-41-23

SURVEY PLAT

OF A PROPOSED UTILITY EASEMENT LOCATED IN
SECTION 36, TOWNSHIP 41 SOUTH,
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°50'03" W	674.36'
L2	N 00°09'57" W	93.53'
L3	N 89°13'52" W	19.51'
L4	N 00°47'45" E	5.00'
L5	S 89°13'52" E	14.51'
L6	N 00°51'51" E	45.80'
L7	N 73°04'04" W	13.28'
L8	N 88°23'28" W	14.35'
L9	S 85°32'15" W	47.98'
L10	N 77°27'38" W	21.13'
L11	N 56°14'17" W	17.24'
L12	S 89°16'44" W	68.26'
L13	N 03°14'38" W	285.70'
L14	S 85°15'40" W	88.04'
L15	N 03°35'57" W	60.88'
L16	N 86°18'33" E	5.00'
L17	S 03°35'57" E	55.79'
L18	N 85°15'40" E	88.07'
L19	S 03°14'38" E	286.05'
L20	N 89°16'44" E	65.02'
L21	S 56°14'17" E	17.86'
L22	S 77°27'38" E	19.45'
L23	N 85°32'15" E	47.50'
L24	S 88°23'28" E	15.29'
L25	S 73°04'04" E	17.71'
L26	S 00°51'51" W	54.55'

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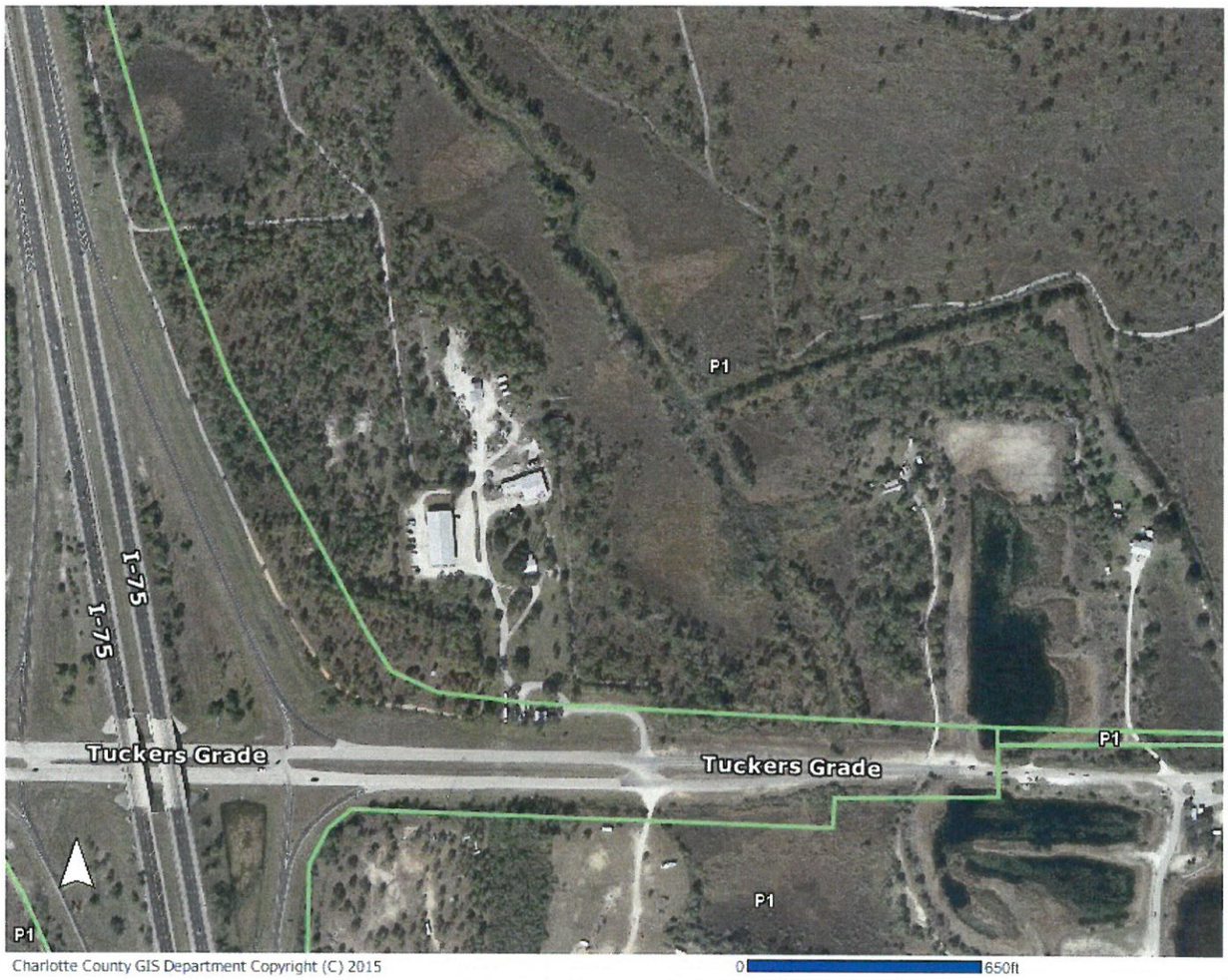
2/27/15	BUD	1" = 60'	TLM	36-41-23

Google earth

feet 1000
meters 400



http://www.ccgis.com/output/basemap_psc-ims-14572450095516.jpg 5/20/2015

Google earth

feet 300
meters 100

Charlotte County Property Appraiser
Paul L. Polk, CFA

Real Property Record

Show 2015 | Show 2014 | Show 2013 | Show 2012 | Show 2011

If a discrepancy is discovered in your property's records, or those of another, please bring it to our attention immediately.

General Parcel Information for 412336200001 for the 2015 Tax Roll

Parcel ID:	412336200001	**Property Address:**	29200 TUCKERS GRADE
Old Parcel ID Number:	00725550000008	**Property Zip Code:**	33982
Business Name:	STATE GAME & FISH	**Section-Township-Range:**	36-41-23
Map Number:	5B36S	**Zoning Code:**	ES
Current Use:	STATE OTHER THAN MILITARY, FORESTS, PARKS, RECREATIONAL AREAS, HOSPITALS, COLLEGES	**Roads:**	NONE
Future Land Use (Comp. Plan):	RESOURCE CONSERVATION	**Taxing District:**	104
Utilities: This data is no longer available. Please contact your utilities provider.		**Market Area/Neighborhood/Subneighborhood:**	04/60/00
Waterfront:	NO	**SOH Base Year:**	0

FEMA Flood Zone (Effective 5/5/2003)

Firm Panel	Floodway	SFHA	Flood Zone	FIPS	COBRA	Community	Base Flood Elevation (ft.)	Letter of Map Revision (LOMR)
0430F	OUT	IN	A	12015C	COBRA OUT	120061		
0430F	OUT	OUT	D	12015C	COBRA OUT	120061		
0430F	OUT	OUT	X	12015C	COBRA OUT	120061		
0430F	OUT	OUT	X	12015C	COBRA OUT	120061		

*If parcel has more than 1 flood zone, refer to the flood maps available on the GIS web site by clicking on View Map below. Click here for definitions.
For more information, please contact Building Construction Services at 941-743-1201.

Ownership Information

ST OF FLA / GAME & FISH COMM
2590 EXECUTIVE CENTER CIR STE 200
TALLAHASSEE , FL 32301

https://www.ccappraiser.com/Show_parcel.asp?acct=412336200001&gen=T&tax=T&bld... 5/20/2015

Ownership current through: 5/10/2015

2015 Preliminary tax roll values are not yet available.
Preliminary values are typically available mid-August.
For the most up to date values, see the 2014 tax year.

Tax Information

Land Information

Line	Description	Land Use	Zoning	Unit Type	Unit Rate	Units	Depth	Table/ Factor	Acreage
1	ZZZ 364123 ALL	8700	ES	ACRE	$2,000.00	618	0		618

Land Value may be adjusted due to scrub jay habitat. To determine if this parcel is within scrub jay habitat click here.

Land Improvement Information

Code	Description	Size	Year Built	Year Condition
1001	Wood Deck (raised) (sf)	160	2000	2000
1310	Paving Asphalt	17000	2000	2000
4548	Mobile Home water and waste water service cost	1	1980	1980
4548	Mobile Home water and waste water service cost	1	2000	2000

View Building Sketch

Building Information

Building Number	Description	Quality	Building Use	Year Built	Year Cond	Floors	Rooms	Bedrooms	Plumbing Fixtures	Living Area	A/C Area	Total Area
1	Office Buildings non-professional services buildin		1700	1966	1975	1	0	0	5	576	0	576
2	SINGLE FAMILY RES	2	0100	1960	1960	1	5	2	5	1188	1188	1770
3	SINGLE FAMILY RES	2	0100	1980	1980	1	5	2	5	1188	1188	2748
4	Modular Office		3409	1980	1980	1	0	0	8	840	840	840
5	POLE BARN		5000	1990	1990	1	0	0	0	3660	0	3660
6	METAL GARAGE		1170	1980	1980	1	0	0	0	1500	0	1500
7	POLE BARN		5000	1960	1960	1	0	0		494	0	494
8	WOOD SHED		1170	1980	1980	1	0	0	0	364	0	364
9	BARN DOG KENNEL		5000	1995	1995	1	1	0		152	0	152
10	POLE BARN HORSE		5000	2003	2003	1	1	0		160	0	160
11			5000	1975	1975	1	1	0		300	0	300

	BARN SHED DOG KENNEL											
12	SHED		1170	2003	2003	1	1	0	0	100	0	100
13	MOBILE HOMES	4	0200	2000	2000				8	924	924	924
14	PUMP HOUSE		1170	1975	1975	1	1	0	0	80	0	80

Building Component Information

Bld #	Code	Description	Category	Area	Percent	Year Built	Year Cond	Type
1	163	Masonry, Concrete Block	Exterior Walls	0	100	1966	1975	Construction Component
1	212	Metal, Copper or Terne	Roofing	0	100	1966	1975	Construction Component
1	631	Add for Plaster Interior (% or SF)	Miscellaneous	0	100	1966	1975	Construction Component
2	904	Slab Porch (SF) with Roof	Porch/Deck	36	100	1960	1960	Appendage Component
2	907	Enclosed Porch (SF), Screened Walls	Porch/Deck	198	100	1960	1960	Appendage Component
2	1002	Wood Balcony (SF)	Balcony/Stairway	348	100	1960	1960	Appendage Component
2	108	Frame, Siding, Wood	Exterior Walls	0	100	1960	1960	Construction Component
2	208	Composition Shingle	Roofing	0	100	1960	1960	Construction Component
2	351	Warmed & Cooled Air	Heating/Cooling	0	100	1960	1960	Construction Component
2	402	Automatic Floor Cover Allowance	Floor Cover	0	100	1960	1960	Construction Component
2	601	Plumbing Fixtures (#)	Miscellaneous	1	100	1960	1960	Construction Component
2	602	Plumbing Rough-ins (#)	Miscellaneous	1	100	1960	1960	Construction Component
2	621	Slab on Grade (% or SF)	Miscellaneous	1	100	1960	1960	Construction Component
2	44549	Single Family Res Water & Waste Water Service	Segregated Costs	1	100	1960	1960	Construction Component
3	721	Carport, Flat Roof (SF)	Garage/Carport	1018	100	1980	1980	Appendage Component
3	751	Deduct for Asphalt Floor (SF)	Garage/Carport	1018	100	1980	1980	Appendage Component
3	908	Enclosed Porch (SF), Knee Walls w/ Glass	Porch/Deck	224	100	1980	1980	Appendage Component
3	1002	Wood Balcony (SF)	Balcony/Stairway	317	100	1980	1980	Appendage Component
3	1021	Wood Stairway (FLT)	Balcony/Stairway	1	100	1980	1980	Appendage Component
3	105	Frame, Siding	Exterior Walls	0	75	1980	1980	Construction Component

3	163	Masonry, Concrete Block	Exterior Walls	0	25	1980	1980	Construction Component
3	212	Metal, Copper or Terne	Roofing	0	100	1980	1980	Construction Component
3	351	Warmed & Cooled Air	Heating/Cooling	0	100	1980	1980	Construction Component
3	402	Automatic Floor Cover Allowance	Floor Cover	0	100	1980	1980	Construction Component
3	601	Plumbing Fixtures (#)	Miscellaneous	1	100	1980	1980	Construction Component
3	602	Plumbing Rough-ins (#)	Miscellaneous	1	100	1980	1980	Construction Component
3	622	Raised Subfloor (% or SF)	Miscellaneous	0	100	1980	1980	Construction Component
3	44549	Single Family Res Water & Waste Water Service	Segregated Costs	1	100	1980	1980	Construction Component
13	190	Vinyl Lap	Exterior Walls	0	100	2000	2000	Construction Component
13	208	Composition Shingle	Roofing	0	100	2000	2000	Construction Component
13	351	Warmed & Cooled Air	Heating/Cooling	0	100	2000	2000	Construction Component
13	402	Automatic Floor Cover Allowance	Floor Cover	0	100	2000	2000	Construction Component
13	502	Automatic Appliance Allowance	Miscellaneous	1	100	2000	2000	Construction Component
13	601	Plumbing Fixtures (#)	Miscellaneous	1	100	2000	2000	Construction Component
13	602	Plumbing Rough-ins (#)	Miscellaneous	1	100	2000	2000	Construction Component
13	1519	Entry, Steps, Metal (#)	Skirting & Foundation	2	100	2000	2000	Construction Component

Legal Description

Short Legal	Legal Description
ZZZ 364123 ALL	36 41 23 618A M/L ALL LESS TAKING FOR I-75 466/21 E746/ 1431 E3167/972

Data Last Updated: 5/20/2015- Printed On: 5/20/2015.

View Map

New Search | Help

Home • Send Us Email

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Community Development

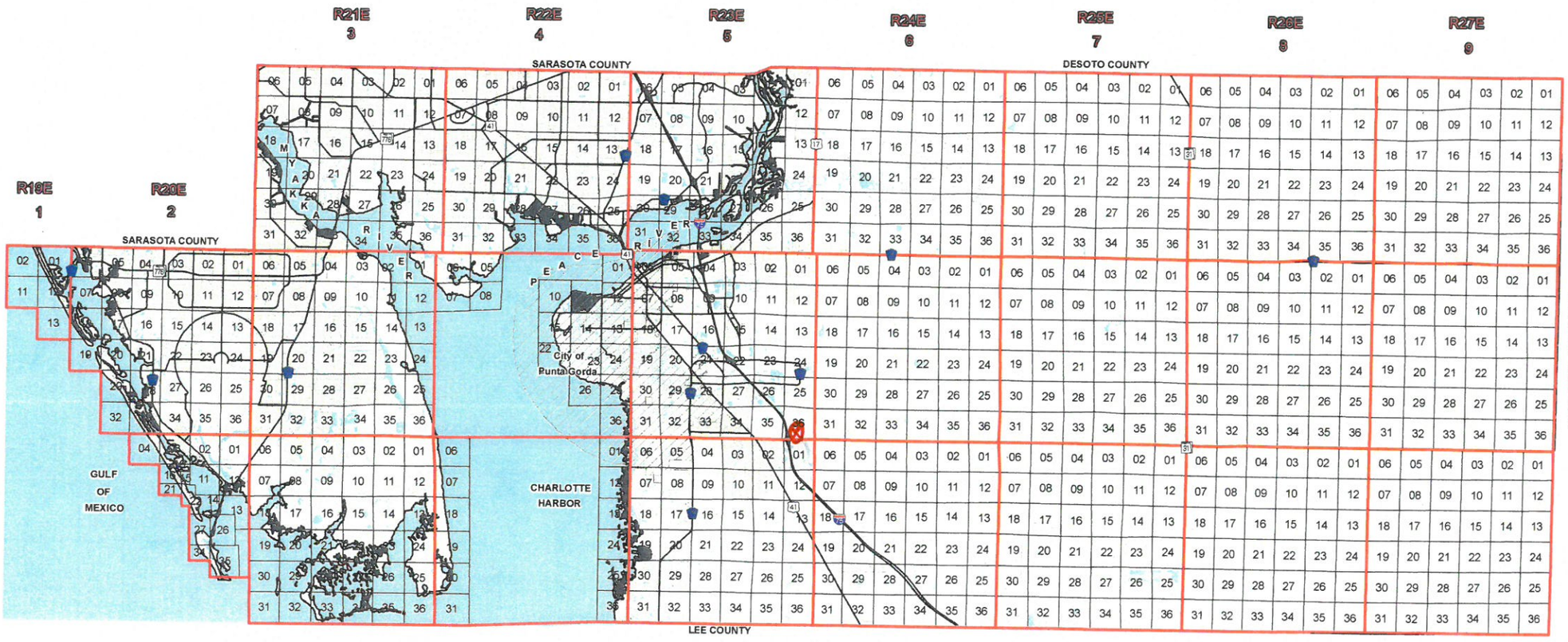
CHARLOTTE COUNTY

by Section, Township, and Range (S-T-R)

Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov



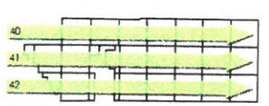
Stateplane Projection
Datum: NAD83
Units: Feet

Source:
Community Development,

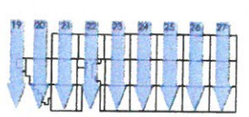
Metadata available upon request

Explanation of "Section-Township-Range"

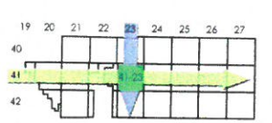
Sections are 36 1-square-mile Land Sections, bounded on the North and South by Township lines, and on the East and West by Range Lines.



Townships are rows, or "tiers" that are roughly 6 miles north-to-south, and run across the county.



Ranges are columns that are roughly 6 miles east-to-west, and run vertically through the county.



When used together, the "Township and Range" designation can be determined. In the example above, the green area lies in "Township" 41 and "Range" 23.

(NOT TO SCALE)

This map is a representation of compiled public information. It is believed to be an accurate and true depiction for the stated purpose, but Charlotte County and its employees make no guaranties, implied or otherwise, to the accuracy, or completeness. We therefore do not accept any responsibilities as to its use. This is not a survey or is it to be used for design. Reflected Dimensions are for Informational purposes only and may have been rounded to the nearest tenth. For precise dimensions, please refer to recorded plats and related documents.

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Updated: 3/10/2015 2:25:09 PM by: JMacDonald

M:\Departments\LIS\Projects\Maps_Development\SectionTownshipRange\SecTwnRge.mxd

#35

WARRANTY DEED

THIS INDENTURE, made this 9th day of January, A.D. 1957, between N. H. McQUEEN and MARGARET B. McQUEEN, his wife, of the County of CHARLOTTE, and in the State of FLORIDA, parties of the first part, and THE STATE OF FLORIDA; FOR THE USE AND BENEFIT OF THE GAME AND FRESH WATER FISH COMMISSION, of the State of FLORIDA, party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TEN ($10.00) dollars, and other valuable considerations, to them in had paid by the said party of the second part, the receipt whereof is hereby acknowledged, they have granted, bargained and sold to the said party of the second part and their assigns and legal representatives forever, the following described land, situate, lying and being in the County of CHARLOTTE, State of Florida, to-wit:

ALL OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

Dorothy B. Cooper _____ L.S.
N. H. McQUEEN

Ruth Perkins _____ L.S.
MARGARET B. McQUEEN

N. M. HATHAWAY
ATTORNEY-AT-LAW
PUNTA GORDA, FLA.

STATE OF :

COUNTY OF :

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, N. H. McQUEEN and MARGARET B. McQUEEN, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they have acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, that the said MARGARET B. McQUEEN, known to me, to be the wife of the said N. H. McQUEEN, on separate and private examination taken and made by and befor me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title, and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS, my hand and official seal at PUNTA GORDA County of CHARLOTTE, and State of FLORIDA, this 9th day of JANUARY, A. D. 1957.

Ruth Perkins

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

M. HATHAWAY
TORNEY-AT-LAW
TA GORDA, FLA.

Comparison of FAIMS Records vs Florida State Records:							21-Jun-11
Grant #	Segment #	State Reference	FAIMS Acres	State FL Acres	Date	NOTES:	Vendor
W-8-L	1	W-8-L	18,295.00	18,450.00	12/31/41	FAIMS only addresses this deed for Seg. 1	Babcock Florida Company
						Deed ac=18,450, 1/27/42 memo = 18,440 ac	
		W-8_L		80.00	01/11/43	2/9/43 memo from Attorney Gen. includes	Babcock Florida Company
		W-8_L		160.00	01/11/43	these two deed acres. Omitts another 160	Babcock Florida Company
W-8-L	2	W-8-L	9,621.64	9,230.00	01/11/43	Deed acres = 9230. 2/9/43 memo=9630 ac.	Babcock Florida Company
						Total of three deeds is 9470 acres.	
		W-8-L		1,285.00	04/23/43	Does not appear to be grant purchase.	Babcock Florida Company
W-8-L	3	W-8-L	5,178.32	4,320.00	08/13/43	10/21/43 memo and deed both describe	Babcock Florida Company
						5120 acres.	
		W-8-L		560.00	05/16/44	Deed actually describes 960 ac. This deed	Babcock Florida Company
						not purchased with grant of record.	
W-8-L	4		7,671.72		08/30/44	Att. Gen memo 6/2/1945 describes 7680 ac.	Babcock Florida Company
		W-8-L		22,066.47	08/30/44	by deed dated 8/30/44. Fl. Data ref. two	Babcock Florida Company
		W-8-L		845.00	08/30/44	deeds of same date for 22,911.47 ac.	Babcock Florida Company
						Only 7671.72 ac. Fall under Segment 4.	
W-8-L	5		3,303.00		09/03/45	3302.95 ac. Described in 9/13/45 memo is	Babcock Florida Company
						also portion in 22,066.47 ac. Deed from	
						Babcock. FAIMS correct.	
W-8-L	6		11,047.47		01/15/48	Per Cad. Eng. Purchase was 11,047.47 ac.	Babcock Florida Company
						from 22,066.47 ac. Deed. FAIMS correct.	
W-8-L	7	W-8-L	160.00	160.00	05/17/52		Earl Farr
W-8-L	8	W-8-L	120.00	80.00	01/09/56	Two deeds for 120 ac.	Wotitzky
				40.00	01/11/56		Jones
W-56-L	1		927.00	526.94		Same as State W-52. Deed ac. Total 927.28	Joseph E.Pace Jr. et ux
				400.34		Possible purchase after W-52 had closed.	Two deeds, multiple parcels
						Show in FAIMS & State as W-56-L, 927.28 .	

11.2.16 Contract #15367

Florida Fish and Wildlife Conservation Contract Administration Office Review
FWC Contract # 15367

Contractor Name: MOA - FL Power & Light Co.
Shooting Range @ Babcock Webb WMA

☐ New | ☐ Renewal | ☐ Amendment # ___ | ☐ Revenue Generating | ☐ Grant Funded | ☐ Expenditure Contract

The Contract clearly states the following:

☒ Scope of Work

☒ Duration of the Contract
- Start Date: execution
- End Date: indefinite

NA Deliverables/Task

NA Termination Clause and/or Financial Consequences

☐ Amount of Contract, outline the maximum amount FWC will be obligated to pay

☒ Signature blocks are accurate and complete

☒ Clear and consistent format

Check each statement for completion; if the statement does not apply to the contract, mark as "N/A"

X Is the Contract Routing Review Form filled out completely and accurately?

X Is the Contract Routing Memorandum included with the contract? Does it clearly identify the purpose of the Contract/Amendment?

NA Is the Contract over $500,000.00? If so, has the Contract Attestation Form been provided and completed by the Chief Operation Officer?

NA The Federal or Florida Single Audit Act (FSAA) checklist is included
(Note: Only if State or Federal project dollars are being used to pay for the Contract)

X Is the Contract complete? (i.e., all pages are accounted for, exhibit and attachments are included)

X Is the Contract/Amendment recorded in the Contract Log?

Signature of Contract Administration Office Reviewer

4/21/16
Date

NOTES:

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4102, PGS: 502 , PAGE: 1 OF 3
INSTR # 2451974 Doc Type: EAS, Recorded: 7/15/2016 at 9:13 AM
Rec. Fee: RECORDING $27.00 D DOCTAX PD $0.70 Cashier By: TERESAH

EASEMENT

Work Order No. _____
Easement (Contract) No _15367_
Within BOT Lease No.__N/A___

Sec. 36 , Twp 41S , Rge 23E
Sec. , Twp. , Rge.
Sec. __, Twp. ___, Rge. _____
Parcel I.D. #412431100001 & 422301200001_
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

This Instrument Prepared By
Name: Rich Mospens
Co. Name: FFWCC
Address 620 S. Meridian St.
Tallahassee, FL 32399-1600

India Monahan
2567 Constitution Blvd.
Sarasota, FL 34231

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its licensees, agents, successors, and assigns, a non-exclusive easement for as long as the easement is used for the purpose for which it was granted for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for electrical purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on April 27, 2016.

Signed, sealed and delivered
in the presence of:
Linda Henderson
Witness Signature

Linda Henderson
Type/Print Witness Name

Lisa Zullo
Witness Signature

Lisa Zullo
Type/Print Witness Name

STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: _____

Eric Sutton Assistant Executive Director for Nick Wiley, Executive Director, State of Florida Fish and Wildlife Conservation Commission

Approved as to Form and Legality
By: Anthony Pernas
FFWCC Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27 day of April 2016, by Eric Sutton, as Assistant Executive Director, acting for and on behalf of the State of Florida Fish and Wildlife Conservation Commission. He is personally known to me.

Notary Public
Signature: Emily Davis

Print Name: Emily Davis
My Commission Expires: November 5, 2018

(SEAL)

EMILY DAVIS
Commission # FF 934878
Expires November 5, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A" - Pg 2 of 2

Description

Subject Parcel Description:

A 10.00 foot wide Florida Power & Light Company Easement lying in Section 1, Township 42 South, Range 23 East, Section 6, Township 42 South, Range 24 East and Section 31, Township 41 South, Range 24 East lying 5.00 feet on either side of the following described centerline:

Commencing at the Northeast corner of said Section 1 thence run S 89°50'33" W along the North line of said Section 1 a distance of 1819.16 feet; thence run, departing said North line, S 00°09'27" E a distance of 112.60 feet to the Point of Beginning.

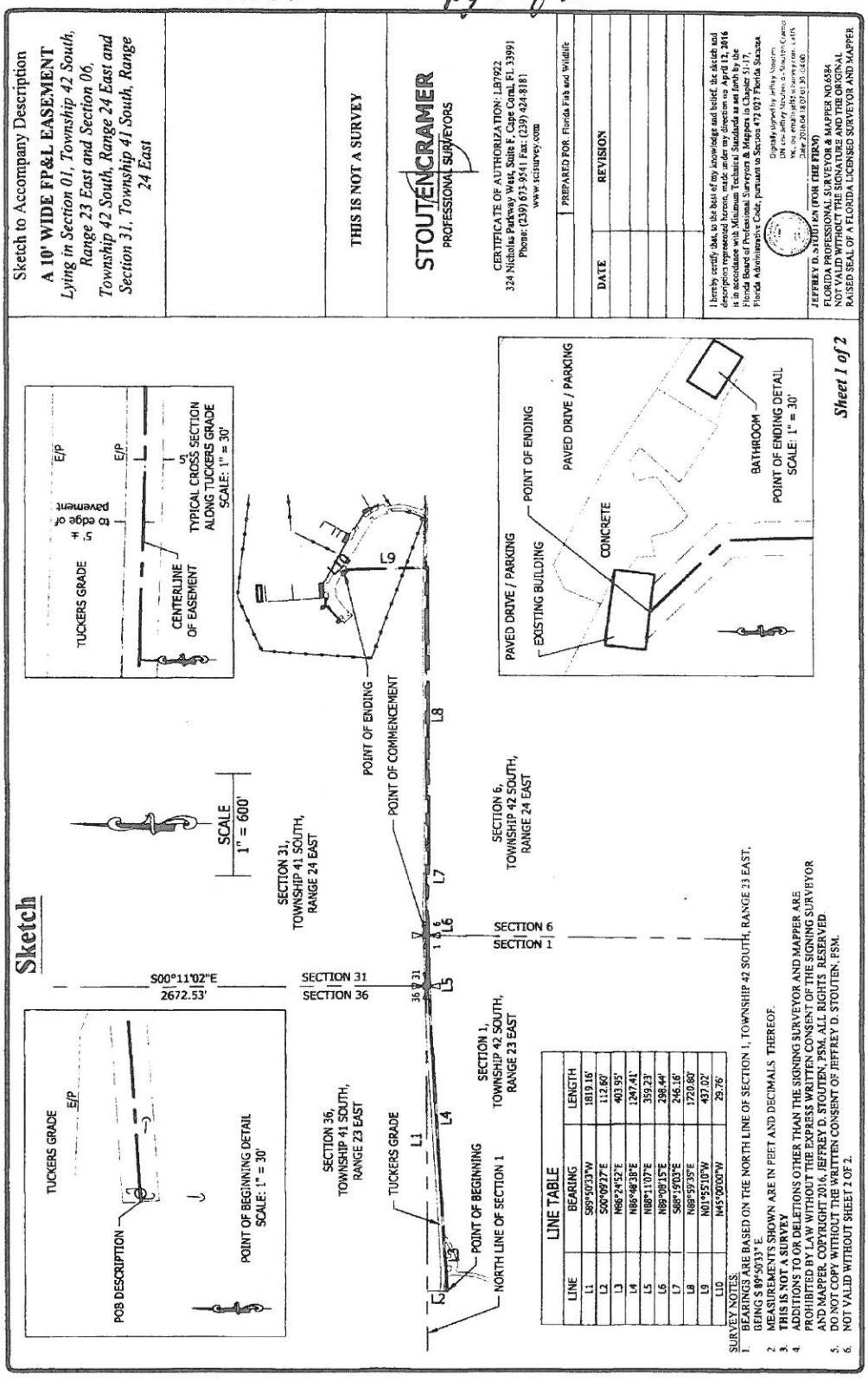
From said Point of Beginning thence run the following six (6) courses approximately 5 feet south of the Southerly edge of pavement of Tuckers Grade; N 86°24'52" E a distance of 403.95 feet; thence run N 86°48'38" E a distance of 1247.41 feet; thence run N 88°11'07" E a distance of 359.23 feet; thence run N 89°08'15" E a distance of 298.44 feet; thence run S 88°19'03" E a distance of 246.16 feet; thence run N 89°59'35" E a distance of 1720.80 feet; thence run N 01°55'10" W, leaving the Southerly side of said Tuckers Grade, a distance of 437.02 feet; thence run N 45°00'00"W a distance of 29.76 feet to the South wall of an existing building and the Point of Ending of this described centerline.

Said Parcel Contains 47,428 sq ft. (more or less)

Bearings are based on the North line of Section 1, Township 42 South, Range 23 East, being S 89°50'33" W.

THIS IS NOT A SURVEY	Description to Accompany Sketch **A 10' WIDE FP&L EASEMENT** *Lying in Section 01, Township 42 South, Range 23 East and Section 06, Township 42 South, Range 24 East and Section 31, Township 41 South, Range 24 East*	*Not Valid without Sheet 1 of 2*
Sheet 2 of 2 PREPARED FOR: Florida Fish and Wildlife	STOUTENCRAMER PROFESSIONAL SURVEYORS CERTIFICATE OF AUTHORIZATION: LB7922 324 Nicholas Parkway West, Suite F, Cape Coral, FL 33991 Phone: (239) 673-9541 Fax: (239) 424-8181 www.scisurvey.com	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on **April 12, 2016** is in accordance with Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. ***See Sheet 1 of 2 for Signature and Seal*** JEFFREY D. STOUTEN (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6584 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Exhibit "A" - pg 1 of 2



Mospens, Richard

From: Waltz, Wayne <wayne_waltz@fws.gov>
Sent: Wednesday, July 27, 2016 12:29 PM
To: Mospens, Richard
Subject: Re: Babcock Webb WMA - Shooting Range - Proposed FP&L Electric Line Easement - Notice of Amendment 2 to Grant Award FL-W-F14AF00607 (FWC contract #15367)

Thanks

On Wed, Jul 27, 2016 at 12:23 PM, Mospens, Richard <richard.mospens@myfwc.com> wrote:

Wayne,

Attached please find a copy of the fully executed and recorded utility easement granted by FWC to FP&L for the installation of an electric power line to serve the existing FWC shooting range. Also attached are photos of FP&L installing the electric power line.

Let me know if any additional information is required. Thanks for your assistance on this portion of the referenced grant. -- Rich

Richard C. Mospens

HSC/WHM Conservation Land Mgr.

Florida Fish and Wildlife Conservation Commission

620 S. Meridian St

Tallahassee, FL 32399-1600

O-Gen: 850.488.3831

O-Dir: 850.617-9533

M: 850.443.2514

richard.mospens@myfwc.com

--
Wayne Waltz
USFWS ><((((*>
176 Croghan Spur Rd., S. 200
Charleston, SC 29407
843.727.4707 X 225

Mospens, Richard

From: Cline, Bill
Sent: Tuesday, July 26, 2016 7:03 PM
To: Mospens, Richard; Stoddart, Dean; Roberson, Louie; Knollhoff, Otto
Cc: Johnson, David; Conner, Jimmy; McGrady, Jeff; Kemmerer, Mike; Pope, Andrew
Subject: RE: Babcock Webb WMA - Shooting Range - Proposed FP&L Electric Line Easement
Attachments: Webb poles.JPG; IMG_0287.JPG; IMG_0286.JPG; IMG_0285.JPG; IMG_0284.JPG; IMG_0283.JPG

Richard: Thanks for pulling together the easement. Attached is the status report from Otto. Bill

From: Mospens, Richard
Sent: Tuesday, July 26, 2016 5:41 PM
To: Cline, Bill <Bill.Cline@MyFWC.com>; Stoddart, Dean <Dean.Stoddart@MyFWC.com>; Roberson, Louie <Louie.Roberson@MyFWC.com>; Knollhoff, Otto <Otto.Knollhoff@MyFWC.com>
Cc: Johnson, David <David.Johnson@MyFWC.com>; Conner, Jimmy <Jimmy.Conner@MyFWC.com>; McGrady, Jeff <Jeff.McGrady@MyFWC.com>; Kemmerer, Mike <Mike.Kemmerer@MyFWC.com>; Pope, Andrew <Andrew.Pope@MyFWC.com>
Subject: Babcock Webb WMA - Shooting Range - Proposed FP&L Electric Line Easement

To all,
Attached you will find the fully executed and recorded FWC to FPL utility easement for the electric supply line to the shooting range. It finally showed in the Charlotte County Clerk of Courts Official Records.

To satisfy my curiosity, could you provide me with a status report on the electric line and the shooting range improvements? Thanks. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, FL 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

Mospens, Richard

From: Mospens, Richard
Sent: Tuesday, May 31, 2016 4:48 PM
To: 'Martin, Diane'
Subject: RE: Babcock Webb WMA - Easement to be Granted to FPL to Supply Electricity to Shooting Range
Attachments: USFWS Apprvl Shooting Range Grant Ltr -- FL-W-F14AF00607-Amd-2-AppLtr - 052016.pdf; Shooting Range Electric Easement Srvy_Lgl Descrptn - 041816.pdf

Rogo,
As directed by your below email, attached is the USFWS approval for Amendment #2 to USFWS Grant Award FL-W-F14AF00607 relative to the concerned shooting range, including the granting of a utility easement to FP&L for the installation, operation and maintenance of a (electric) power line servicing the shooting range. Also included is the survey sketch and legal description.

Hopefully, this information provides the information needed for DSL to concur with FWC proceeding with the easement as a direct benefit to the shooting range and to the WMA. Thanks for your assistance. -- Rich

From: Martin, Diane [mailto:Diane.Martin@dep.state.fl.us]
Sent: Monday, May 16, 2016 10:08 AM
To: Mospens, Richard <richard.mospens@MyFWC.com>
Subject: FW: Babcock Webb WMA - Easement to be Granted to FPL to Supply Electricity to Shooting Range

Rich,
Please see email chain below. You will need to request a sketch and legal description of the easement area, including acreage. There are no fees associated with a direct benefit easement (no NPB or fees to FWC). I've attached a template that we use for BOT direct benefit easements for your use. Please change to reflect FWC as the Grantor.

Once you obtain written approval from USFWC and receive an approved sketch and legal description, we concur with you proceeding with this easement over FWC-owned lands.

Rogo

Diane Martin ("*Rogo*")
OMC Manager - Upland Leasing Section
Bureau of Public Land Administration
Department of Environmental Protection
3800 Commonwealth Blvd., MS#130
Tallahassee, FL 32399-3000
850.245.2742

Please take a few moments to provide us with valuable feedback!

Customer Service Survey

From: Martin, Diane
Sent: Monday, May 16, 2016 10:01 AM
To: Harvey, Delbert <Delbert.Harvey@dep.state.fl.us>; Upland Applications <Upland.Applications@dep.state.fl.us>
Subject: RE: Babcock Webb WMA - Easement to be Granted to FPL to Supply Electricity to Shooting Range

No need to receive written approval from FWC – the requested easement is over their land (not owned by BOT). FWC will sign as Grantor on the easement. They are only asking us to provide them what we would request for a direct benefit easement so they make sure they request the same items.

They have already requested approval from USFWC since the lands were acquired partly by federal funds. I'll send Rich a short email acknowledging that the BOT concurs with FWC issuing the easement.

This does NOT need to be assigned as our project.

Rogo

Diane Martin
Division of State Lands
Dept. of Environmental Protection
850.245.2742

Please take a few moments to provide us with valuable feedback!

Customer Service Survey

From: Williams, Berenda J. **On Behalf Of** Upland Applications
Sent: Monday, May 16, 2016 9:18 AM
To: Harvey, Delbert
Cc: Martin, Diane
Subject: FW: Babcock Webb WMA - Easement to be Granted to FPL to Supply Electricity to Shooting Range

Good morning,

Re: New Easement Application
Lessee/Grantee: Florida Fish & Wildlife Conservation
PID#'s 412431100001 and 422301200001
S/T/R: 01/42/23; 06/42/24; 31/41/24
Contact Person: Richard Mospens

Email Address: richard.mospens@MyFWC.com

Attached is an Easement Application and supporting documents from Florida Fish and Wildlife Conservation. Is the email below considered as the written statement from the managing agency? If not, that's the only document not attached to the application. Please advise. Thanks.

Berenda J. Williams
Division of State Lands
Bureau of Real Estate Services
3900 Commonwealth Blvd, MS 115
Tallahassee, FL 32399-3000
Berenda.J.Williams@dep.state.fl.us
850-245-2644

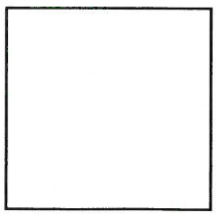
From: Mospens, Richard [mailto:richard.mospens@MyFWC.com]
Sent: Wednesday, May 11, 2016 12:17 PM
To: Upland Applications
Subject: Babcock Webb WMA - Easement to be Granted to FPL to Supply Electricity to Shooting Range

Dear DSL,
FWC wishes to grant a utility easement to FP&L so that it may install an electric distribution line so that the existing shooting range may have electrical power. The easement, which would be over FWC-owned conservation land, would be a DIRECT BENEFIT to the FWC-owned and operated shooting range. The easement's length would be for as long as FWC needed the service. To date, the shooting range has received its power from a small array of solar panels and a generator to serve the range's needs, including lights, air conditioning, security, operations, etc. The easement's route is to run from the last power pole, along Tucker Grade Rd and then run north over a levee to the shooting range. The route keeps the loss of any trees or tree limbs to a minimum. No endangered species have been observed along the route. Likewise, no evidence of any archeological significance has been found. Having a dedicated power supply will benefit the general public by providing reliable power and sufficient power for an expansion and upgrade of the range that is in the works.

The land over which the easement will run was acquired in part with Pittman-Robertson federal grant-in-aid funds. The proposed easement information has been forwarded to the USFWS which has indicated that its approval will be forthcoming.

DSL's review and concurrence to FWC proceeding with the granting of the easement would be appreciated. Let me know if there are any questions or the need for additional information. Thanks. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, FL 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com



Mospens, Richard

From: Cline, Bill
Sent: Tuesday, May 31, 2016 5:12 PM
To: Mospens, Richard; Stoddart, Dean; McGrady, Jeff; Kemmerer, Mike; Pope, Andrew
Cc: Brooks, Mike; Johnson, David
Subject: RE: Babcock Webb WMA - Easement to be Granted to FPL to Supply Electricity to Shooting Range

Richard:

Thanks for your help.

Bill

From: Mospens, Richard
Sent: Tuesday, May 31, 2016 4:32 PM
To: Cline, Bill <Bill.Cline@MyFWC.com>; Stoddart, Dean <Dean.Stoddart@MyFWC.com>; McGrady, Jeff <Jeff.McGrady@MyFWC.com>; Kemmerer, Mike <Mike.Kemmerer@MyFWC.com>; Pope, Andrew <Andrew.Pope@MyFWC.com>
Cc: Brooks, Mike <brooksm@MyFWC.com>; Johnson, David <David.Johnson@MyFWC.com>
Subject: Babcock Webb WMA - Easement to be Granted to FPL to Supply Electricity to Shooting Range

Gents,
Attached is my cover letter and easement that was express mailed to FPL this afternoon. The package is scheduled for delivery by close of business tomorrow. As you will see, I advised Ms. Roll that HGM was working on payment. I also told her to contact HGM if any questions with Mike K. and Cason also being available.

FYI, I was held up from receiving final DSL approval until we had USFWS approval. Since I now have that, I will provide DSL with its needed information so that we may receive its okay to proceed on this direct benefit to the WMA. I do not see this step as a barrier to FPL proceeding once it is ready.

Let me know if there are any questions or problems. -- Rich

Richard C. Mospens
HSC/WHM Conservation Land Mgr.
Florida Fish and Wildlife Conservation Commission
620 S. Meridian St
Tallahassee, FL 32399-1600
O-Gen: 850.488.3831
O-Dir: 850.617-9533
M: 850.443.2514
richard.mospens@myfwc.com

May 31, 2016

Ms. Candice Roll
F P & L Project Manager
Florida Power & Light Company
2245 Murphy Court
North Port, FL 34289

RE: FWC Grant of Utility Easement (FWC Contract #15367) to Florida Power & Light Company to Install a New Above Ground Electric Supply Line from the Last Electric Pole at Lake Webb East along the South Side of Tucker Grade Rd and then North to the Shooting Range, Babcock Webb WMA

Dear Ms. Roll:

Included herewith please find the referenced utility easement to Florida Power & Light Company (FP&L) that has been executed by the Florida Fish and Wildlife Conservation Commission and is ready for recording in the Charlotte County Clerk of Courts Official Records.

It is the Commission's preference to receive back the original easement, containing the recordation information. Please return the recorded document to my attention. If contrary to FP&L policy, please provide notice of the easement having been recorded so I may obtain a copy thereof from the Clerk's records. My direct contact information is (850)617-9533 and richard.mospens@MyFWC.com.

Installation of the electric line should be coordinated with our Hunting and Game Management Division whose contact information I presume you possess. That division is coordinating payment at this time. At the WMA, you may also contact our local field personnel of Andrew ("Cason") Pope and Mike Kemmerer at 941.833.2555.

Thank you for handling the recording and the installation.

Sincerely,

Richard C. Mospens
Conservation Land Manager
Wildlife and Habitat Management Section

RM/
Enclosure

Florida Fish and Wildlife Conservation Commission

Commissioners
Brian Yablonski
Chairman
Tallahassee

Aliese P. "Liesa" Priddy
Vice Chairman
Immokalee

Ronald M. Bergeron
Fort Lauderdale

Richard Hanas
Oviedo

Bo Rivard
Panama City

Charles W. Roberts III
Tallahassee

Robert A. Spottswood
Key West

Executive Staff
Nick Wiley
Executive Director

Eric Sutton
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Habitat and Species Conservation
Thomas H. Eason, Ph.D.
Director

(850) 488-3831
(850) 921-7793 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

Work Order No. _____
Easement (Contract) No _15367_
Within BOT Lease No.__N/A___

Sec. 36, Twp 41S, Rge 23E
Sec. , Twp. , Rge.
Sec. __, Twp. ___, Rge. _____
Parcel I.D. #412431100001 & 422301200001_
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Rich Mospens
Co. Name: FFWCC
Address 620 S. Meridian St.
Tallahassee, FL 32399-1600

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its licensees, agents, successors, and assigns, a non-exclusive easement for as long as the easement is used for the purpose for which it was granted for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for electrical purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on April 27, 2016.

Signed, sealed and delivered
in the presence of:
Linda Henderson
Witness Signature

Linda Henderson
Type/Print Witness Name

Lisa Zullo
Witness Signature

Lisa Zullo
Type/Print Witness Name

STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: _____

Eric Sutton Assistant Executive Director for Nick Wiley, Executive Director, State of Florida Fish and Wildlife Conservation Commission

Approved as to Form and Legality
By: Anthony Pergino
FFWCC Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27 day of April 2016, by Eric Sutton, as Assistant Executive Director, acting for and on behalf of the State of Florida Fish and Wildlife Conservation Commission. He is personally known to me.

Notary Public
Signature: _____

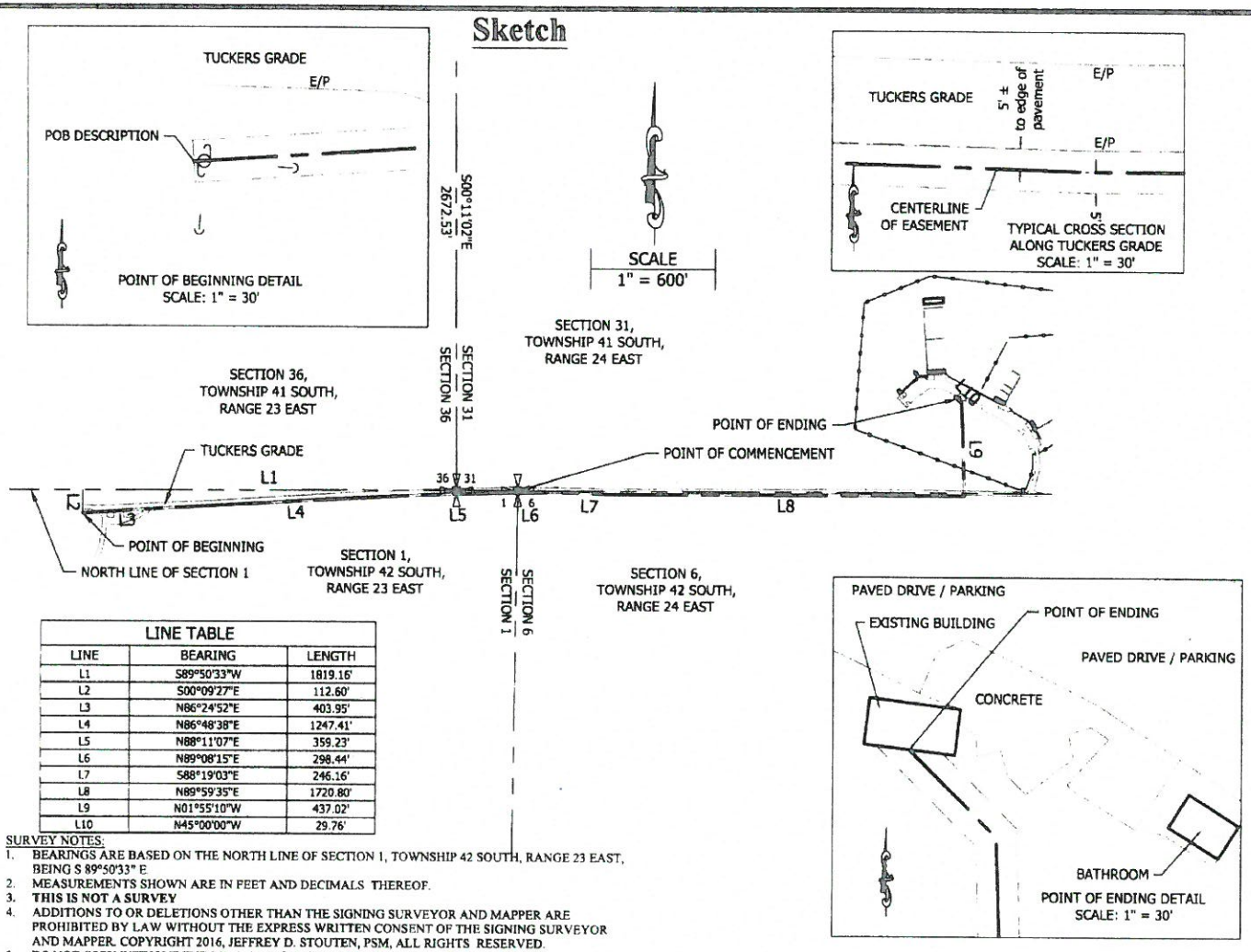
Print Name: Emily Davis
My Commission Expires: November 5, 2018

(SEAL)

EMILY DAVIS
Commission # FF 934878
Expires November 5, 2018

Exhibit "A" - pg 1 of 2

Sketch



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°50'33"W	1819.16'
L2	S00°09'27"E	112.60'
L3	N86°24'52"E	403.95'
L4	N86°48'38"E	1247.41'
L5	N88°11'07"E	359.23'
L6	N89°08'15"E	298.44'
L7	S88°19'03"E	246.16'
L8	N89°59'35"E	1720.80'
L9	N01°55'10"W	437.02'
L10	N45°00'00"W	29.76'

SURVEY NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 23 EAST, BEING S 89°50'33" E.
2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. **THIS IS NOT A SURVEY**
4. ADDITIONS TO OR DELETIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER. COPYRIGHT 2016, JEFFREY D. STOUTEN, PSM, ALL RIGHTS RESERVED.
5. DO NOT COPY WITHOUT THE WRITTEN CONSENT OF JEFFREY D. STOUTEN, PSM.
6. NOT VALID WITHOUT SHEET 2 OF 2.

Sheet 1 of 2

Sketch to Accompany Description

A 10' WIDE FP&L EASEMENT

Lying in Section 01, Township 42 South, Range 23 East and Section 06, Township 42 South, Range 24 East and Section 31, Township 41 South, Range 24 East

THIS IS NOT A SURVEY

STOUTENCRAMER
PROFESSIONAL SURVEYORS

CERTIFICATE OF AUTHORIZATION: LB7922
324 Nicholas Parkway West, Suite F, Cape Coral, FL 33991
Phone: (239) 673-9541 Fax: (239) 424-8181
www.scisurvey.com

PREPARED FOR: Florida Fish and Wildlife

DATE	REVISION

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on **April 12, 2016** is in accordance with Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Digitally signed by Jeffrey Stouten
DN: cn=Jeffrey Stouten, o=Stouten Cramer Inc., ou=email=jeff@scisurvey.com, c=US
Date: 2016.04.18 07:01:30 -04'00'

JEFFREY D. STOUTEN (FOR THE FIRM)
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6584
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Exhibit "A" - Pg 2 of 2

Description

Subject Parcel Description:

A 10.00 foot wide Florida Power & Light Company Easement lying in Section 1, Township 42 South, Range 23 East, Section 6, Township 42 South, Range 24 East and Section 31, Township 41 South, Range 24 East lying 5.00 feet on either side of the following described centerline:

Commencing at the Northeast corner of said Section 1 thence run S 89°50'33" W along the North line of said Section 1 a distance of 1819.16 feet; thence run, departing said North line, S 00°09'27" E a distance of 112.60 feet to the Point of Beginning.

From said Point of Beginning thence run the following six (6) courses approximately 5 feet south of the Southerly edge of pavement of Tuckers Grade; N 86°24'52" E a distance of 403.95 feet; thence run N 86°48'38" E a distance of 1247.41 feet; thence run N 88°11'07" E a distance of 359.23 feet; thence run N 89°08'15" E a distance of 298.44 feet; thence run S 88°19'03" E a distance of 246.16 feet; thence run N 89°59'35" E a distance of 1720.80 feet; thence run N 01°55'10" W, leaving the Southerly side of said Tuckers Grade, a distance of 437.02 feet; thence run N 45°00'00"W a distance of 29.76 feet to the South wall of an existing building and the Point of Ending of this described centerline.

Said Parcel Contains 47,428 sq ft. (more or less)

Bearings are based on the North line of Section 1, Township 42 South, Range 23 East, being S 89°50'33" W.

THIS IS NOT A SURVEY	Description to Accompany Sketch **A 10' WIDE FP&L EASEMENT** *Lying in Section 01, Township 42 South, Range 23 East and Section 06, Township 42 South, Range 24 East and Section 31, Township 41 South, Range 24 East*	*Not Valid without Sheet 1 of 2*
Sheet 2 of 2 PREPARED FOR: Florida Fish and Wildlife	STOUTENCRAMER PROFESSIONAL SURVEYORS CERTIFICATE OF AUTHORIZATION: LB7922 324 Nicholas Parkway West, Suite F, Cape Coral, FL 33991 Phone: (239) 673-9541 Fax: (239) 424-8181 www.scisurvey.com	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on **April 12, 2016** is in accordance with Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. ***See Sheet 1 of 2 for Signature and Seal*** **JEFFREY D. STOUTEN (FOR THE FIRM)** FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6584 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Mospens, Richard

From: Cline, Bill
Sent: Tuesday, May 31, 2016 3:15 PM
To: Mospens, Richard
Subject: Fwd: F14AF00607-Amd-2 approval
Attachments: FL-W-F14AF00607-Amd-2-AppLtr.pdf

Sent from my iPhone

Begin forwarded message:

> **From:** "Waltz, Wayne" <wayne_waltz@fws.gov>
> **To:** "Cline, Bill" <Bill.Cline@MyFWC.com>, "Will, Julia" <Julia.Will@MyFWC.com>
> **Subject: F14AF00607-Amd-2 approval**
>
> The referenced grant actions have been approved and the approval letter has been sent to your Director. Attached are copies of the Approval Letter with Special Conditions (if required) for your files. If you have any questions, please do not hesitate to contact me. Thanks
>
> --
> Wayne Waltz
> USFWS ><((((*>
> 176 Croghan Spur Rd., S. 200
> Charleston, SC 29407
> 843.727.4707 X 225

United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Blvd
Atlanta, Georgia 30345

In Reply Refer To
FWS/R4/WSFR

MAY 20 2016

Mr. Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
DUNS #: 838103893

Subject: Notice of Amendment 2 to Grant Award FL-W-F14AF00607

Dear Mr. Wiley:

Your organization's application for Federal financial assistance titled "Florida Shooting Range Safety Improvements" submitted to the U.S. Fish and Wildlife Service (Service), CFDA Program 15.611 is approved effective April 11, 2016. This award is made under the authority of the Pittman-Robertson Wildlife Restoration Act of 1937, 50 Stat. 917 as amended. For a complete list of this program's authorizing legislation, go to: https://www.cfda.gov and search by the CFDA Program number. This award is made based on Service approval of your organization's amended application package, hereby incorporated by reference into this award. This grant action will increase the duration, cost and scope of the award. It also approves establishment of a utility easement and the installation, operation and maintenance of power lines to the Cecil M. Webb Shooting Range.

The grant award is approved for the period from May 27, 2014 to June 30, 2017. If you need more time to complete project activities, you must submit an Amendment request to the Wildlife and Sport Fish Restoration Program Chief at r4federalassistance@fws.gov before the end of the stated performance period (see Period of Performance Extensions section in enclosure). Only allowable costs resulting from obligations incurred during the performance period and any authorized pre-award costs may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below).

The table below documents the approved funding for this award, including the Federal share and non-Federal match:

	Funding Sub Account	Federal Share	Federal Share %	State Share	State Share %	Total Award
	5221 (5.27.14)	$150,000	75%	$50,000	25%	**$200,000**
	5221 (6.15.15)	$100,000	75%	$33,333	25%	**$133,333**
	5221 (5.16.16)	$100,000	75%	$33,333	25%	**$133,333**
Total:		$350,000	75%	$116,666	25%	$466,666

Prior Approvals: Recipients are required to request prior approvals for project and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. See Project and Budget Revisions section in enclosure.

Reporting Due Dates:

Report Title	Report Period:	Due Date
Interim Federal Financial Report	5.27.14-6.30.15	9.28.15
Interim Federal Financial Report	5.27.14-6.30.16	9.28.16
Final Federal Financial Report	5.27.14-6.30.17	9.28.17
Interim Performance Report	5.27.14-6.30.15	9.28.15
Interim Performance Report	7.1.15-6.30.16	9.28.16
Final Performance Report	5.27.14-6.30.17	9.28.17

All Reports should be sent to r4federalassistance@fws.gov. The TRACS project ID number for this award is **60264201**. Acceptance of this financial assistance award carries with it the responsibility to be aware of and comply with the terms and conditions, attached, applicable to the award. In addition, the following Special Conditions apply:

Special Conditions and Provisions:

Grant Approval Level is determined to be at the Project Award Level. Your agency should track costs at the Project grant award level and report them in the Final Financial Report. Cost accounting is required at the subaccount level. Your agency should track costs at this level and report them in the Final Financial Report.

National Historic Preservation Act: Pursuant to Section 106, National Historic Preservation Act (NHPA), if archaeological deposits, including but not limited to pottery or ceramics, stone tools, projectile points, dugout canoes, metal implements, historical building material, that could be associated with Native American, early European, or American settlements, bones or human remains, are encountered during implementation of the proposed project, the applicant will stop all work immediately in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The Florida Fish and Wildlife and Conservation Commission (Agency) will inform the Wildlife and Sport Fish Restoration Program (WSFR) immediately, and the State Historic Preservation Office will be consulted. Any construction plans and work orders must stipulate that work be stopped immediately, and the Agency and the WSFR be contacted immediately, if any archaeological deposits are uncovered. Work in any areas identified will not resume until consultation is completed, and appropriate measures have been taken to ensure that the project is in compliance with the NHPA. Additional conditions may apply.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Mr. Wayne Waltz USFWS 176 Croghan Spur Rd., Ste. 200 Charleston, SC 29407 (843) 727-4707 Ext. 225 wayne_waltz@fws.gov	Mr. Bill Cline Florida Fish and Wildlife Conservation Commission 620 South Meridian Street Tallahassee, Florida 32399-1600 (850) 488-9388 bill.cline@myfwc.com

Copies of the Grant Award documents have been e-mailed to your grant coordinator. Please contact me at (404) 679-4154 or Wayne Waltz at (843) 727-4707 ext. 225 if you have any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely yours,

Sherry D Martin

for Michael L. Piccirilli
Chief -Wildlife and Sport Fish Restoration Program

Enclosure

Additional Information

Terms of Acceptance: Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the U.S. Fish and Wildlife Service (Service carries) with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down or requesting funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service awards are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at http://www.fws.gov/grants/atc.html under the link to "Effective as of: January 1, 2016". If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact our office.

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at https://www.sam.gov/portal/public/SAM/ until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project and Budget Revisions: Recipients are required to report deviations from approved budgets, and approved project scope or objectives. Recipients are required to request prior approvals for project and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. For a non-construction grant with a Federal share of the project exceeding the Simplified Acquisition Threshold of $150,000, this Grant Award is subject to the prior written approval requirements of 2 CFR 200.308(e) for transfer of funds among direct cost categories or programs, functions, and activities in which the cumulative amount of such transfers exceeds 10 % of the total budget as last approved by the Federal awarding agency.

Performance Period Extensions: If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at r4federalassistance@fws.gov. This notice must be received by the Service **before the authorized performance period end date** of the grant, and must include supporting reasons and a revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed

Reporting Requirements: Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at http:///www.whitehouse.gov/omb/grants_forms.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at r4federalassistance@fws.gov identifying the type of report to be extended, the requested revised due date up to 90 days, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service **no later than one day before** the original reporting due date.

Failure to Report: In accordance with the Service Manual chapter 516 FW 2 *Performance Reporting for Grant and Cooperative Agreement Awards*, failure to submit reports by the required due dates may result in the following progressive actions, including but not limited to:

a) notifying your State Director in writing that a Financial Status and/or Project Performance

Report was not received;
b) withholding cash payment pending receipt of the required report(s);
c) denying the use of Federal funds and all forms of matching funds;
d) whole or partial suspension, or termination of the current grant award;
e) withholding of future awards for the program; and,
f) other legal actions as stated in the interim guidance

Payments: Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Significant Developments Reports (see 2 CFR 200.328(d)): Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures: Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, and 31 U.S.C. 3321).

Integrated Pest Management: The Wildlife and Sport Fish Restoration Program encourages all grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it. For further information, contact your State agency that manages pest control issues and/or visit the Service Environmental Quality site at: http://www.fws.gov/contaminants/Issues/IPM.cfm.

Florida Fish & Wildlife Conservation Commission Contract Routing Review Form

1. Contract Number: 15367	2. Contract Manager's Name & Telephone Number: Rich Mospens 617-9533

15367

3. Originator: Rich Mospens	Date: 4/20/2016	Telephone #: 617-9533	Division/Office: HSC

4. Financial ☐ Non-Financial ☒

5. Brief Project Title / Contract Description:
FWC grant of utility easement (FWC Contract #15367) to Florida Power & Light Company to install a new above ground electric supply line from the last electric pole at Lake Webb east along the south side of Tucker Grade Rd and then north. to the Shooting Range, Babcock Webb WMA
☐ Amendment, If so Amendment Number: ☐ Renewal, If so, Renewal Number:

6. Current Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$0.00			$0.00

7. Contract Begin Date	Original End Date	Revised End Date
Execution	As long as easement serves its intended purpose	

8. Contractor Name	9. Contractor's Vendor/Tax ID # and Sequence Number	Is the vendor registered? (Y/N)
Florida Power & Light Company 2245 Murphy Ct. North Port, FL 34289	Seq. #:	☐Yes ☐ No *If yes, attach screen print of registration*

10. Contractor's Contact Name	Contractor's Telephone #	11. Cost/Price Analysis Required?
Candice Roll	941-423-4807	☐Yes ☐No *If yes, please attach.*

12. FACTS Information Attached?	13. Legal Review of Solicitation?
☐Yes ☐ No	☐Yes - Reviewed by: ☐ No Comments for "No"

14. Administrative Review ***Please route to next approver upon completion of your review.***	Approval/ Disapproval	COMMENTS
CONTRACT MANAGER Signature: [signature] Date: 4/20/16 Name: Richard C Mospens	☑Approve - No Edits ☐Approve with Edits ☐Disapprove	
SECTION / SUBSECTION REVIEWER ***Required? Y / N*** Signature: [signature] Date: 4-21-16 Name: MIKE BROOKS	☑Approve - No Edits ☐Approve with Edits ☐Disapprove	
BUDGET REVIEWER ***Required? Y / N*** Signature: Date: Name:	☐Approve - No Edits ☐Approve with Edits ☐Disapprove	
DIVISION/OFFICE REVIEWER Signature: Date: Name:	☐Approve - No Edits ☐Approve with Edits ☐Disapprove	
CONTRACTS OFFICE REVIEWER Signature: [signature] Date: 4/21/16 Name: Meghan Gregg	☑Approve - No Edits ☐Approve with Edits ☐Disapprove	
CHIEF INFORMATION OFFICER ***Required? Y / N*** Signature: Date: Name:	☐Approve - No Edits ☐Approve with Edits ☐Disapprove	
LEGAL REVIEWER Signature: [signature] Date: 4/21/16 Name: Anthony Pizzo	☒Approve - No Edits ☐Approve with Edits ☐Disapprove	

Contract Execution Routing Form

Instructions: This form should be completed and attached to all contracts being routed for signature by the Executive Director or appropriate delegate. The Contract Routing Review Form should be used for contracts which are being routed for review but not execution. The routing should occur in the order specified below.

1. Contract Number: 15367	2. Contract Manager: Rich Mospens	3. Contract Manager Telephone #: 617-9533	4. Date: 4/20/2016

5. Requestor: Rich Mospens	6. Requestor Telephone #: 617-9533	7. Division/Office: HSC

8. Title: FWC grant of utility easement (FWC Contract #15367) to Florida Power & Light Company to install a new above ground electric supply line from the last electric pole at Lake Webb east along the south side of Tucker Grade Rd and then north. to the Shooting Range, Babcock Webb WMA

9. **Contract Manager Confirmation that no changes were made after LEGAL review during initial routing and review.**

Contract Manager Confirmation, NO CHANGES MADE: _____ 4/20/16
Contract Manager Signature **DATE**

If changes were made since initial LEGAL review, provide list of changes below and obtain LEGAL review and approval prior to the completion of this form and execution of the contract.

10. Signature

Please route to next signatory upon completion of your review.

CONTRACT MANAGER

Signature: _____ Date: 4/20/16

Name: Richard C Mospens

OTHER (Please Specify Section Subsection Reviewer **)**

Signature: _____ Date: 4-21-16

Name: Mike Brooks

LEGAL (Review for Legal Sufficiency)

Contract Manager may select N/A if no changes are confirmed in the attestation above. N/A ☐

Signature: Date:

Name:

EXECUTIVE DIRECTOR ~~or DELEGATE~~ ***(Executing on Behalf of the Commission)***

Signature: _____ Date: 26 April 16

Name: ERIC SUTTON ASSISTANT EXECUTIVE DIRECTOR

Return signed Contract/Grant Execution Routing Form and executed agreement to the above Contract Manager for distribution.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION

MEMORANDUM

Date: April 20, 2016

To: Contract Reviewers

From: Rich Mospens
HSC/WHM

RE: FWC grant of utility easement (FWC Contract #15367) to Florida Power & Light Company to install a new above ground electric supply line from the last electric pole at Lake Webb east along the south side of Tucker Grade Rd and then north to the Shooting Range, Babcock Webb WMA

Included herewith please find one original of the referenced easement which will provide an electric line to the shooting range. To date, the shooting range has obtained its power from solar panels and a generator which has been marginal at best in maintaining the range's power needs that include air conditioning. The easement is set to run for as long as it is needed for its intended purpose. Exhibit "A" attached to the easement depicts the specific location. Also included is an aerial that approximates the easement's intended location.

Pursuant to S 379.3002, F.S., known as the "Johnny Jones Act", DSL has been made aware of the desire to grant the easement. DSL should not have any objection since the easement would be a direct benefit to the FWC-owned land. It was also determined the underlying land was acquired 12/31/1941 from Babcock Florida Company which was acquired in part with federal grant-in-aid funds. USFWS's sign-off is being sought and is expected since it approved the initial construction of the shooting range. This easement is being expedited to avoid a FPL price increase that could come in a few days if the easement is not granted by then.

Please contact me should there be any questions or concerns. Upon each party completing its review, please promptly forward the package to the next party in line as shown on the Contract Routing Review Form. If more expeditious, please contact me at 617-9533 or by my cell phone at 443-2514 so I may pick up the package and hand deliver it to the next party.

When executing the easement original, please have the authorized signature witnessed by two parties and notarized by a notary public, authorized to serve in the State of Florida.

Your prompt attention to this matter would be greatly appreciated. Thank you.

Babcock Webb WMA - Shooting Range Electric Easement Area Map

Aerial Imagery 2011-2013

- All Parcel Types (BTLDS)
- Florida State Park Management Zones
- Florida State Park Boundaries
- National Park Boundaries
- Public Land Survey System 2006
- TIGER 2010 Places

Aerial Imagery Flight Dates 2011-2013

- Florida Conservation Lands (FNAI Managed Areas)
- Florida Forever BOT Projects

Florida Department of Environmental Protection Disclaimer: This map created in Map Direct on Fri, 8 Apr 2016 21:39:12 UTC is intended for display purposes only. It was created using data from different sources collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.

Mospens, Richard

From: Martin, Diane <Diane.Martin@dep.state.fl.us>
Sent: Friday, May 06, 2016 4:23 PM
To: Mospens, Richard
Subject: phone call

Importance: High

Rich,
Got your voice mail. Here are my answers:

(1) Q – Direct Benefit – what type approval: Babcock Webb Shooting Range - FPL Elec Easement
No ARC or BOT (agenda item) approval necessary – we can approve under our delegation DSL-37. Need written statement/verification from land manager that the easement will be a direct benefit to a state facility. Need completed, online application submitted to our mailbox: Upland.Applications@dep.state.fl.us. A sketch and legal description is required and must be acceptable to our Bureau of Survey & Mapping. No fees to BOT and no fees/goods/services to land manager for NPB.

(2) Q – you need response to your 4/26/16 email regarding Communications Tower at Babcock:
Linear facilities policy is for exactly what it says – linear facilities which can include electric transmission & distribution, telecommunications and distribution, pipeline transmission & distribution, public transportation corridors and related appurtenances. (You already know this.) The intent of the policy is clear in that it is for linear – not a tower structure. The Incompatible Use of Natural Resource Lands Policy is the applicable policy in this case.

(3) I wanted to get this to you as I will be out of the office next week and back on the 16th.

See ya…..

Rogo

Diane Martin ("*Rogo*")
OMC Manager - Upland Leasing Section
Bureau of Public Land Administration
Department of Environmental Protection
3800 Commonwealth Blvd., MS#130
Tallahassee, FL 32399-3000
850.245.2742

Please take a few moments to provide us with valuable feedback!

Customer Service Survey

11.2.17 Contract #92051

DIVISION LOG # 3001 AGREEMENT NUMBER 92051

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR SWFWMD / FWC

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE BABCOCK / WEBB WMA – WELL MONITORING AGREEMENT

ORIGINATOR/CONTACT D. JERMYN PHONE 488-3831 DIV./OFFICE/MAIL 10

X NEW** _AMENDMENT __RENEWS OR EXTENDS **PURCHASING USE ONLY: POSTING - 7 DAY: 72 HR**

___EXPENDITURE** ___REVENUE X AGREEMENT ___EASEMENT/DEED ___LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION 4/4/96 END DATE INDEFINITE OPTION FOR _____YEARS

TOTAL CONTRACT AMOUNT $_____ PAYMENT AMOUNT $_____

BILLING PERIODS: ___MONTHLY ___QUARTERLY ___ANNUALLY ___OTHER_____

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) ___NO ___YES (Notify Property Administrator)

****NEW EXPENDITURE: (1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No._____**
CONTRACTS (2) Vendor/Recipient Checklist: Attached? ___Yes ___ No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	CATEGORY	AMOUNT	PROJECT ID			FY

Certified Minority: ___Yes ____No ____Not Available ___Not Appl. Minority Category _____ (See reverse side for options)

Commodity Code_____ Federal Funds: Agcy _____CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader		12/29/09	Budget Sheet is available upon request by external sources. ___ Yes ___ No
2. Budget Director (Expenditure Only)			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir./Section Leader			
4. Contracts Administrator			
5. Legal			
6. Accounting			Funds Availability: ___ Yes ___ No
7. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**			
__ Expenditure Contracts: Return to Originator for Contractor signature. __ Other documents: Send to **(circle)** Exec./Div./Reg./Inst./Off. Dir. for signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
8. Exec./Div./Reg./Inst. Dir. **execute**			
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*			Send executed Original Contract & Original Routing Form
Originator to OIG FSAA Originals			Send to OIG: Mail Code 1E

FWC 167/rev. 01/08 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

SECOND NOTICE

DATE: 5/7/96

PREPARED BY: Liz Frisbie

TO:

South Florida Water Management District
2379 Broad Street
Brooksville, Fl 34609-6899

ORIGINATING DIVISION: Wildlife

CONTACT: Judy Drymon

PHONE: (904) 488-3831

AGREEMENT NUMBER: 92051

DETAIL	AMOUNT
Well Monitoring Easement Babcock/Webb	$10.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10.00

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE:

BJECT: 001210
CO: 11
7/10

INVOICE NUMBER
№ 1740

FLORIDA GAME AND FRESH WATER FISH COMMISSION

INVOICE

DATE: 5/7/96

PREPARED BY: Liz Frisbie

TO:

South Florida Water Management District
2379 Broad Street
Brooksville, Fl 34609-6899

ORIGINATING DIVISION: Wildlife

CONTACT: Judy Drymon

PHONE: (904) 488-3831

AGREEMENT NUMBER: 92051

DETAIL	AMOUNT
Well Monitoring Easement Babcok/Webb	$10.00
PLEASE REMIT THIS AMOUNT ALONG WITH A COPY OF THIS INVOICE	$10.00

RECEIVED
MAY 14 1996
BUREAU OF
WILDLIFE MANAGEMENT

PLEASE REMIT TO:

FLORIDA GAME AND FRESH WATER FISH COMMISSION
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

STATE AGENCIES REMIT TO FUND:

FOR COMMISSION USE:

OBJECT: 001210
EO: 11

INVOICE NUMBER
№ 1740

FLORIDA GAME AND FRESH WATER FISH COMMISSION

JULIE K. MORRIS, Sarasota
QUINTON L. HEDGEPETH, DDS, Miami
MRS. GILBERT W. HUMPHREY, Miccosukee
THOMAS B. KIBLER, Lakeland

ALLAN L. EGBERT, Ph.D., Executive Director
WILLIAM C. SUMNER, Assistant Executive Director

DIVISION OF WILDLIFE
FRANK MONTALBANO, Director
FARRIS BRYANT BUILDING
620 South Meridian Street
Tallahassee, FL 32399-1600
(904) 488-3831
TDD (904) 488-9542

April 9, 1996

Southwest Florida Water
Management District
Mr. John Robert Clark, Jr.
Sr. Land Acquisition Agent
Land Resources Department
2379 Broad Street
Brooksville, Florida 34609-6899

RE: SWF Parcel No. 20-085-100
Fred C. Babcock \ Cecil M. Webb WMA
WRAP No. S-2, Babcock \ Webb

Dear Bob:

Attached is one fully executed Easement Agreement for the above referenced parcel. If I can be of further assistance, please feel free to contact me at (904) 488-3831.

Sincerely,

Judy Ann Drymon,
Land Management Specialist,
Bureau of Wildlife Management

LEG 8-5
JAD/jad

Attachments

Judy\Letters\SWF.WEBB

DIVISION LOG # LL-934

CONTRACT ROUTING REVIEW FORM

CONTRACT NUMBER 92051 CONTRACTOR GFC/SWFWMD

BRIEF TITLE Well Monitoring Easement Babcock/Webb

(✓)NEW ( )RENEWAL ( )EXTENSION ( )AMENDMENT (See Reverse for Definitions)

CONTRACT BEGIN DATE Execution END DATE Perpetual OPTION FOR Indef. YEARS

ORIGINATOR/CONTACT Judy Ann Dryman (JS) PHONE 8-3831 DIV/OFF Wildlife

Easement

TOTAL CONTRACT AMOUNT $ 10.00 PAYMENT AMOUNT $

BILLING PERIODS: ( )MONTHLY ( )QUARTERLY ( )ANNUALLY ( )OTHER

( )EXPENDITURE ( )REVENUE ( )AGREEMENT (✓)EASEMENT/DEED

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION __YES __NO (NOTIFY PROPERTY ADMINISTRATOR)

RCC CODE 4033 CATEGORY _____ OBJECT CODE _____ PROJECT 9213

FUND _____ MINORITY CATEGORY _____ (See reverse side for options)

CERTIFIED MINORITY: ( )YES ( )NO ( )NOT AVAILABLE

ROUTING ORDER FOR APPROVAL	CONCUR/INITIALS	DATE	COMMENTS
1. PROJECT LEADER*	JHS	1/3/96	
2. DIV/REGIONAL DIRECTOR*	[illegible]	3/19/96	
3. PURCHASING*	[illegible]	3/20/96	
4. LEGAL	PR	3-21-96	
5. AD SERVICES			
DISBURSEMENT MANAGER			
REVENUE MANAGER			
CHIEF OF ACCOUNTING	KB	3-22-96	
FEDERAL AID ACCOUNTANT*			
GRANTS/DONATIONS			
AD SERVICES DIRECTOR	[signature]	3/25/96	
6. EXEC/DIV/REGION DIRECTOR*	[signature]	22 Mar 1996.	10-4.

*ROUTING OF FEDERAL AID DOCUMENTS ONLY

DIVISION/OFFICES ARE TO FORWARD COMPLETED ORIGINAL CONTRACT AND ROUTING SLIP TO THE PURCHASING OFFICE.

CLASS/GROUP CODE _____ SACCS YES _____ NO _____

GFC Form 167

MEMORANDUM

TO: Allan L. Egbert Ph.D., Executive Director

FROM: Frank Montalbano III, Director, Division of Wildlife

SUBJECT: Well Monitoring Easement, Fred C. Babcock/ Cecil M. Webb

---

Attached are two (2) originals on a Permanent Monitor Well Easement between the Southwest Florida Water Management District and Florida Game and Fresh Water Fish Commission for the Babcock/Webb Type I WMA. The Easement would allow SWFWMD rights of ingress and egress on the management area in conjunction with placing and maintaining the wells for the purpose of performing hydrologic measurements and observations of the water levels on the lands.

Thank you for your cooperation in this matter.

SWF Parcel 20-085-100C
WRAP No.S-2
Approved by Attorney:
Tax Folio No. 0073917-003000-3

3-28-96

EASEMENT

This Indenture, made this 4th day of April, 1996, by and between Florida Game and Fresh Water Fish Commission, whose mailing address is Farris Bryant Building, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter called "the Grantor", and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter called "the Grantee".

The Grantor, for and in consideration of ten dollars and no cents ($10.00) and other good and valuable consideration from the Grantee to the Grantor, the receipt of which is acknowledged, hereby grants, bargains, sells and conveys to the Grantee and its successors and assigns the easement and rights intermittently or continuously to enter upon, over and across and to use any and all of the lands more particularly described in Exhibits "A","B" and "C" attached hereto and incorporated herein by reference for the following purposes:

> A Perpetual Easement and right to drill, maintain, repair and replace a well or wells for test purposes, including the right of access by the Grantee, or its designated agents, to the well or wells for the purposes of maintenance, performing hydrologic measurements and observation of the water levels on the lands described in Exhibit "A".

To Have and To Hold unto the Grantee and its successors and assigns for the periods herein prescribed, reserving unto the Grantor the right to use said lands in any manner not inconsistent with the rights hereinabove granted; provided, however, that the Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the well or wells located thereon in any way without prior written approval of the Grantee.

It is further agreed between both parties that and in the event said parcel shall cease to be used by the Grantee for the purposes herein stated for a period of six months, the title thereto shall revert to the Grantor, its successors or assigns.

In Witness Whereof, this instrument has been executed by the lawful representatives of the Grantor whose hands and seals are affixed hereto the day and year first above written.

Florida Game and Fresh Water Fish Commission, Grantor

Rosemary Mara
Signature of Witness #1
Rosemary Mara
(Typed/Printed Name of Witness # 1)

K M Wright
Signature of Witness #2
K. M. Wright
(Typed/Printed Name of Witness # 2)

By: [signature]
Exec. Director
(Title & Name Typed/Printed)

(Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of March, 1996, by Allan L Egbert, as Executive Director of Florida Game and Fresh Water Fish Commission. He is personally known to me ~~or has produced~~ _____ ~~as identification~~.

(Seal)

JIMMIE C. BEVIS
MY COMMISSION EXPIRES DECEMBER 28, 1997
#CC 338592
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Jimmie C. Bevis
Name of Notary Public
JIMMIE C. BEVIS
(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: _____

This instrument prepared by:
Wayne Alfieri, Senior Supervising Attorney
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34608-6899

closing\ease\20-085-1.00C

[signature]
Commission Attorney

Exhibit "A"

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Peace River Basin
WRAP S-2 (Shell Creek) Well Site

SWF Parcel No. 20-085-100B
Temporary Construction Easement

October 2, 1992

That part of SECTION 3, TOWNSHIP 41 SOUTH, RANGE 25 EAST, Charlotte County, Florida, described as follows:

Commence at the northwest corner of said Section 3;

Run thence S 89°43'12" E along the north boundary line of said Section 3, a distance of 691.82 feet;

Thence S 00°16'48" W, a distance of 50.00 feet to the south right-of-way line of County Road No. 74 (formerly State Road No. 74), the POINT OF BEGINNING.

Thence S 89°43'12" E along said south right-of-way line, a distance of 175.00 feet;

Thence S 00°16'48" W, a distance of 200.00 feet;

Thence N 89°43'12" W, a distance of 250.00 feet;

Thence N 00°16'48" E, a distance of 200.00 feet to the south right-of-way line of County Road No. 74 (formerly State Road No. 74);

Thence S 89°43'12" E along said south right-of-way line, a distance of 75.00 feet to the POINT OF BEGINNING.

Parcel contains 1.15 acres, more or less.

RAS:dms

20085100.B2

Exhibit "B"

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Peace River Basin
WRAP S-2 (Shell Creek) Well Site

SWF Parcel No. 20-085-100
Well Site

October 2, 1992

That part of SECTION 3, TOWNSHIP 41 SOUTH, RANGE 25 EAST, Charlotte County, Florida, described as follows:

Commence at the northwest corner of said Section 3;

Run thence S 89°43'12" E along the north boundary line of said Section 3, a distance of 691.82 feet;

Thence S 00°16'48" W, a distance of 120.00 feet to the POINT OF BEGINNING;

Thence continue S 00°16'48" W, a distance of 20.00 feet;

Thence S 89°43'12" E, a distance of 80.00 feet;

Thence N 00°16'48" E, a distance of 20.00 feet;

Thence N 89°43'12" W, a distance of 80.00 feet to the POINT OF BEGINNING.

Parcel contains 0.04 acres, more or less.

RAS:

20085100.

Exhibit "C"

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Peace River Basin
ROMP 5, WRAP S-2 (Cecil Webb) Well Site

SWF Parcel No. 20-085-100C
Additional Permanent Well Site

October 4, 1995

That part of SECTION 3, TOWNSHIP 41 SOUTH, RANGE 25 EAST, Charlotte County, Florida, described as follows:

Commence at the northwest corner of said Section 3;

Run thence S 89þ43'12" E along the north boundary line of said Section 3, a distance of 691.82 feet;

Thence S 00þ16'48" W, a distance of 140.00 feet;

Thence N 89þ43'12" W, a distance of 20.00 feet to the POINT OF BEGINNING;

Thence continue N 89þ43'12" W, a distance of 15.00 feet;

Thence N 00þ16'48" E, a distance of 20.00 feet;

Thence S 89þ43'12" E, a distance of 15.00 feet;

Thence S 00þ16'48" W, a distance of 20.00 feet to the POINT OF BEGINNING.

Parcel contains 0.007 acre, more or less.

RAS:
20085100.C

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only) or (904) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103

7601 Highway 301 North
Tampa, Florida 33637-6759
1-800-836-0797 or (813) 985-7481
SUNCOM 578-2070

170 Century Boulevard
Bartow, Florida 33830-7700
1-800-492-7862 or (941) 534-1448
SUNCOM 572-6200

111 Corporation Way
Venice, Florida 34292-3524
1-800-320-3503 or (941) 483-5970
SUNCOM 549-5970

2303 Highway 44 West
Inverness, Florida 34453-3809
(904) 637-1360

An Equal Opportunity Employer

Joe L. Davis, Jr.
Chairman, Wauchula
Roy G. Harrell, Jr.
Vice Chairman, St. Petersburg
Sally Thompson
Secretary, Tampa
James E. Martin
Treasurer, St. Petersburg
James L. Allen
Bushnell
Ramon F. Campo
Brandon
James L. Cox
Lakeland
Rebecca M. Eger
Sarasota
John T. Hamner
Bradenton
Curtis L. Law
Land O' Lakes
Virginia S. Roo
Tampa

Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

WILDLIFE
DIRECTOR
BUS MGR
EX SEC
WORD PROC
SYS OPER
REC ADM
A-DIRECTOR
ADM ASST I
ENV ADM
FILE CODE
FED REGISTER

OCT 12 1995

CH WLM
A-CH WLM
A-CH WLM
NGWL
ALLIG COORD
EG COORD

October 9, 1995

Mr. Frank Montalbano, Director
Florida Game and Fresh Water Fish Commission
Division of Wildlife
620 South Meridian Street
Tallahassee, Florida 32399-1600

Scott S.

Subject: SWF Parcel No. 20-085-100
Cecil M. Webb Wildlife Management Area
WRAP No. S-2, Cecil Webb

Dear Mr. Montalbano:

In connection with the referenced parcel, enclosed is the *original* and two copies of the permanent monitor well easement. This easement will be a 20' by 15' extension of the existing easement.

In my letter to you dated September 18, 1995, I mentioned that the District had drilled a well 66 feet west of the access road. The District's survey staff has determined that the well is only 8.6 feet west of the ingress and egress easement. This reduced the area of the new easement down to 15' by 20 '.

Enclosed is a new survey which outlines the existing easements and the new one that the District is requesting. Please have the original of this Permanent Easement signed by the proper authority and returned to me.

Thanks again for your cooperation in this matter. You can reach me at SUNCOM (628-4459) or (904) 796-7211, extension 4459, should you have any questions.

Sincerely,

Bob Clark

John Robert Clark, Jr.
Sr. Land Acquisition Specialist
Land Resources Department

Excellence Through Quality Service

JRC:ag
Enclosure
cc: Ron Daniel, Jim Clayton, Ron Basso, Frank Smith, Greg McQuown, Judy Ann Martin

Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only) or (904) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only) 1-800-231-6103

7601 Highway 301 North, Tampa, Florida 33637-6759, (813) 985-7481 SUNCOM 578-2070
170 Century Boulevard, Bartow, Florida 33830-7700, (813) 534-1448 SUNCOM 572-6200
115 Corporation Way, Venice, Florida 34292-3524, (813) 483-5970 SUNCOM 569-5970
2303 Highway 44 West, Inverness, Florida 34453-9809, (904) 637-1360

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James L. Allen
Bushnell
Ramon F. Campo
Brandon
James L. Cox
Lakeland
Rebecca M. Eger
Sarasota
John T. Hamner
Bradenton
Curtis L. Law
Land O' Lakes
Virginia S. Roo
Tampa

Peter G. Hubbell
Executive Director
Mark D. Farrell
Assistant Executive Director
Edward B. Helvenston
General Counsel

Fax Transmittal Form
Land Resources Department

Fax To:

Organization: FG + FWFC

Attention: JUDY ANN MANN

Fax Number: SUNCOM 278-~~3851~~ 6988

Message:

Fax From:

Name: BOB CLARK

Number of Pages *(including cover)*: 4

Telephone Number: X 4459

Fax Number: (352)754-6877 or SUNCOM 663-6877

Date Sent: 21 MAR 96

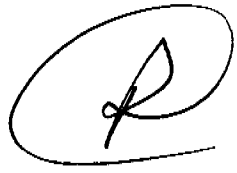
Time Sent: ~~1089~~ 1032

Confirmation Requested: NO

The Southwest Florida Water Management District does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the District's functions including one's access to, participation, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act, should contact Cheryl Hill, Telephone No. 1-800-423-1476, T.D.D. Only 1-800-231-6103.

Excellence Through Quality Service

LARGE FOLD OUT MAPS FOR THIS FILE ARE LOCATED WITH DALE JERMYN AND HIS FILES WITHIN THE OFFICE OF HABITAT AND SPECIES OFFICE AT SOUTH END OF 3RD FLOOR.



11.2.18 Florida Power and Light Right of Way Agreement

DIVISION LOG # 3000 AGREEMENT NUMBER

AGREEMENT ROUTING REVIEW FORM

CONTRACTOR FL POWER AND LIGHT / FWC FL. Post. Light RIGHT OF WAY AGREEMENT

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. _____

PROJECT TITLE BABCOCK / WEBB WMA – MANAGEMENT AGREEEMENT – RIGHT OF WAY

ORIGINATOR/CONTACT D. JERMYN PHONE 488-3831 DIV./OFFICE/MAIL 10

X NEW** _AMENDMENT _RENEWS OR EXTENDS **PURCHASING USE ONLY: POSTING - 7 DAY: 72 HR**

___EXPENDITURE** ___REVENUE X AGREEMENT ___EASEMENT/DEED ___LEASE (INCLUDES WMA OR FMA LEASES)

AGREEMENT BEGINNING DATE/EXECUTION 7/14/70 END DATE INDEFINITE OPTION FOR__YEARS

TOTAL CONTRACT AMOUNT $_____ PAYMENT AMOUNT $_____

BILLING PERIODS: ___MONTHLY ___QUARTERLY ___ANNUALLY ___OTHER_____

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) ___NO ___YES (Notify Property Administrator)

****NEW EXPENDITURE: CONTRACTS**
(1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No._____
(2) Vendor/Recipient Checklist: Attached? ___Yes ___No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	CATEGORY	AMOUNT	PROJECT ID			FY

Certified Minority: ___Yes ____No ____Not Available ___Not Appl. Minority Category _____ (See reverse side for options)

Commodity Code_____ Federal Funds: Agcy _____ CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader		12/29/09	Budget Sheet is available upon request by external sources. ___ Yes ___ No
2. Budget Director (Expenditure Only)			Budget Authority: __ Existing __ New
3. Div./Reg./Inst./Off. Dir./Section Leader			
4. Contracts Administrator			
5. Legal			
6. Accounting			Funds Availability: ___ Yes ___ No
7. Exec./Div./Reg./Inst./Off. Dir. **review (check below).**			
__ Expenditure Contracts: Return to Originator for Contractor signature. __ Other documents: Send to **(circle)** Exec./Div./Reg./Inst./Off. Dir. for signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
8. Exec./Div./Reg./Inst. Dir. **execute**			
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*			Send executed Original Contract & Original Routing Form
Originator to OIG FSAA Originals			Send to OIG: Mail Code 1E

FWC 167/rev. 01/08 \SHARE\FORMS\CONROUTE.167 *See reverse for Codes/Definitions/Distribution

Cecil Webb WMA.

EARL FAIRCLOTH
ATTORNEY GENERAL

STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
THE CAPITOL
TALLAHASSEE, FLORIDA 32304

November 3, 1970

RECEIVED
NOV 4 1970

Honorable O. E. Frye, Jr.
Director
Game and Fresh Water Fish Commission
Farris Bryant Building
Tallahassee, Florida

Re: Easement agreement

Dear Doctor Frye:

Acknowledgment is made of the receipt of a proposed supplement to right-of-way agreement for approval as to form and legality.

With your request you furnished a copy of letter addressed to you dated June 22, 1970, from Mr. James L. Walker, Realtor, Post Office Box 475, Naples on the Gulf, Florida; a copy of the proposed supplement right-of-way agreement; and the agreement to be supplemented dated December 21, 1955, between the Game and Fresh Water Fish Commission and Florida Power and Light Company, a Florida corporation, Post Office Box 3100, Miami, Florida.

The proposed supplement to the right-of-way agreement contemplates approval for the purchase of additional right-of-way, the appraised value of which has been set at $23,000.00, and the proposal is that it be sold for the appraised price.

The right-of-way agreement proposed to be supplemented was a conveyance of the right-of-way described therein. Consequently, the proposed supplement is a proposal to purchase an additional grant to the extent described in the supplement. Therefore, the proposal must be redrafted so as to show the conveyance by the Board of Trustees of the Internal Improvement Trust Fund, the legal title holder under Section 253.03(6), Florida Statutes.

You may wish to call upon the purchaser to prepare the instrument in keeping with the section of the law mentioned. When such is done this office would be happy to give further consideration to giving approval to the conveyance.

Yours very sincerely,

Earl Faircloth

Earl Faircloth
Attorney General

EF/Lh

Webb W.M.A.

RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this 14 day of July, 1970 by and between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, with its official office in the City of Tallahassee, Leon County, Florida, hereinafter called Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 3100, (4200 West Flagler Street) Miami, Florida, hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement for a right-of-way 170 feet in width to be used for the construction, operation and maintenance of one or more "H" frame or tower electric transmission and distribution lines, including wires, poles, anchors, towers, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantor situated in the County of Charlotte and State of Florida and more particularly described as follows:

Section 7 and 18, Township 42 South, Range 25 East, and Sections 1, 2 and 12, Township 42 South, Range 24 East, and Sections 6, 7, 8, 16, 17, 20, 21, 27, 28, 34 and 35, Township 41 South, Range 24 East, Charlotte County, Florida.

The centerline of this right-of-way, 170 feet in width, is described as beginning at a point on the South line of Section 18, Township 42 South, Range 25 East which point is 386.2 feet West of the Southeast corner thereof and runs in a northwesterly direction at an angle of 70° 05' 15" with the South line of said Section 18 a distance of 547 feet to a point, said point being 365 feet northeasterly as measured on a perpendicular, from the centerline of the existing Florida Power & Light Company right-of-way as described in Supplement to Right-of-Way Agreement recorded in O. R. Book 22, Page 142 of the Public Records of Charlotte County, Florida; thence deflect 22° 48' 05" left and run in a northwesterly direction and in a straight line, parallel with and 365 feet distance from the centerline of said existing Florida Power & Light Company right-of-way, across the above described sections to a point in Section 6, Township 41 South, Range 24 East, said point being 85 feet East of the West line and 1,535 feet North of the South line of said Section 6; thence run North parallel with and 85 feet East of the West line of Section 6 to the North line of said Section 6; as shown on Florida Power & Light Company drawing, dated July 1, 1970, marked Exhibit "A", attached hereto and made a part hereof,

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the above described property with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes,

THIS INSTRUMENT WAS PREPARED BY W. E. SIMMS, JR.
FLORIDA POWER & LIGHT COMPANY
P. O. BOX 1119 SARASOTA, FLORIDA

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

including the right to cut and keep clear all trees and undergrowth and other obstructions within said 170 foot right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines and also including the right of ingress and egress over adjoining lands of Grantors for the purpose of exercising the easement herein granted.

It is understood and agreed that the employees of Florida Power & Light Company, or their authorized representatives, are to be governed by the rules of the Grantor, governing management of the area, while exercising this right of ingress and egress.

The Grantee hereby agrees to maintain at its own cost and expense, gates at such places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor.

The Grantor, however, reserves the right and privilege to use the above described right-of-way for all purposes except as might interfere with the Grantee's use, occupation or enjoyment thereof; and provided further that no building or structures other than fences will be located or constructed by Grantor on said 170 foot right-of-way.

IN WITNESS WHEREOF the said parties have caused these presents to be executed in their names and by their duly authorized officers, and their seals to be hereunto affixed this 14 day of July, 1970.

FLORIDA POWER & LIGHT COMPANY

By: _____
Vice President

Attest: _____
ASSISTANT Secretary

(Corporate Seal)

FLORIDA GAME AND FRESH WATER FISH COMMISSION

By: _____
Chairman

Attest: _____
Director

(Corporate Seal)

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 14 day of July, 1970, before me personally appeared William M. Blake and O. E. Frye, Jr., Chairman and Director, respectively, of FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said commission, and that the said instrument is the act and deed of said commission.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, this 14 day of July, 1970.

Velma M. Elkins
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 20, 1973
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 15th day of July, 1970, before me personally appeared Ben H. Fuqua and J. E. Moore, ASSISTANT Vice President and/Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a Corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami in the County of Dade and State of Florida, this 15th day of July, 1970.

Roberta F. Lawrence
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 1, 1973
Bonded By American Fire & Casualty Co.

RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this 14 day of July, 1970 by and between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, with its official office in the City of Tallahassee, Leon County, Florida, hereinafter called Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 3100, (4200 West Flagler Street) Miami, Florida, hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement for a right-of-way 170 feet in width to be used for the construction, operation and maintenance of one or more "H" frame or tower electric transmission and distribution lines, including wires, poles, anchors, towers, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantor situated in the County of Charlotte and State of Florida and more particularly described as follows:

Section 7 and 18, Township 42 South, Range 25 East, and Sections 1, 2 and 12, Township 42 South, Range 24 East, and Sections 6, 7, 8, 16, 17, 20, 21, 27, 28, 34 and 35, Township 41 South, Range 24 East, Charlotte County, Florida.

The centerline of this right-of-way, 170 feet in width, is described as beginning at a point on the South line of Section 18, Township 42 South, Range 25 East which point is 386.2 feet West of the Southeast corner thereof and runs in a northwesterly direction at an angle of 70° 05' 15" with the South line of said Section 18 a distance of 547 feet to a point, said point being 365 feet northeasterly as measured on a perpendicular, from the centerline of the existing Florida Power & Light Company right-of-way as described in Supplement to Right-of-Way Agreement recorded in O. R. Book 22, Page 142 of the Public Records of Charlotte County, Florida; thence deflect 22° 48' 05" left and run in a northwesterly direction and in a straight line, parallel with and 365 feet distance from the centerline of said existing Florida Power & Light Company right-of-way, across the above described sections to a point in Section 6, Township 41 South, Range 24 East, said point being 85 feet East of the West line and 1,535 feet North of the South line of said Section 6; thence run North parallel with and 85 feet East of the West line of Section 6 to the North line of said Section 6; as shown on Florida Power & Light Company drawing, dated July 1, 1970, marked Exhibit "A", attached hereto and made a part hereof,

INSTRUMENT WAS PREPARED BY W. E. SIRMANS, JR.
FLORIDA POWER & LIGHT COMPANY
P. O. BOX 1119 SARASOTA, FLORIDA

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the above described property with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes,

including the right to cut and keep clear all trees and undergrowth and other obstructions within said 170 foot right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines and also including the right of ingress and egress over adjoining lands of Grantors for the purpose of exercising the easement herein granted.

It is understood and agreed that the employees of Florida Power & Light Company, or their authorized representatives, are to be governed by the rules of the Grantor, governing management of the area, while exercising this right of ingress and egress.

The Grantee hereby agrees to maintain at its own cost and expense, gates at such places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor.

The Grantor, however, reserves the right and privilege to use the above described right-of-way for all purposes except as might interfere with the Grantee's use, occupation or enjoyment thereof; and provided further that no building or structures other than fences will be located or constructed by Grantor on said 170 foot right-of-way.

IN WITNESS WHEREOF the said parties have caused these presents to be executed in their names and by their duly authorized officers, and their seals to be hereunto affixed this 14 day of July, 1970.

FLORIDA POWER & LIGHT COMPANY

By: Ben H. Ferguson
Vice President

Attest: J. R. Moore
ASSISTANT Secretary

(Corporate Seal)

FLORIDA GAME AND FRESH WATER FISH COMMISSION

By: William M. Blake
Chairman

Attest:
Director

(Corporate Seal)

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 14 day of July, 1970, before me personally appeared William M. Bludworth and O. E. Frye, Jr., Chairman and Director, respectively, of FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said commission, and that the said instrument is the act and deed of said commission.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, this 14 day of July, 1970.

Hilda M. Elkins
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 20, 1973
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 15th day of July, 1970, before me personally appeared Ben H. Fuqua and J. E. Moore, Vice President and/~~Secretary~~ ASSISTANT, respectively, of FLORIDA POWER & LIGHT COMPANY, a Corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

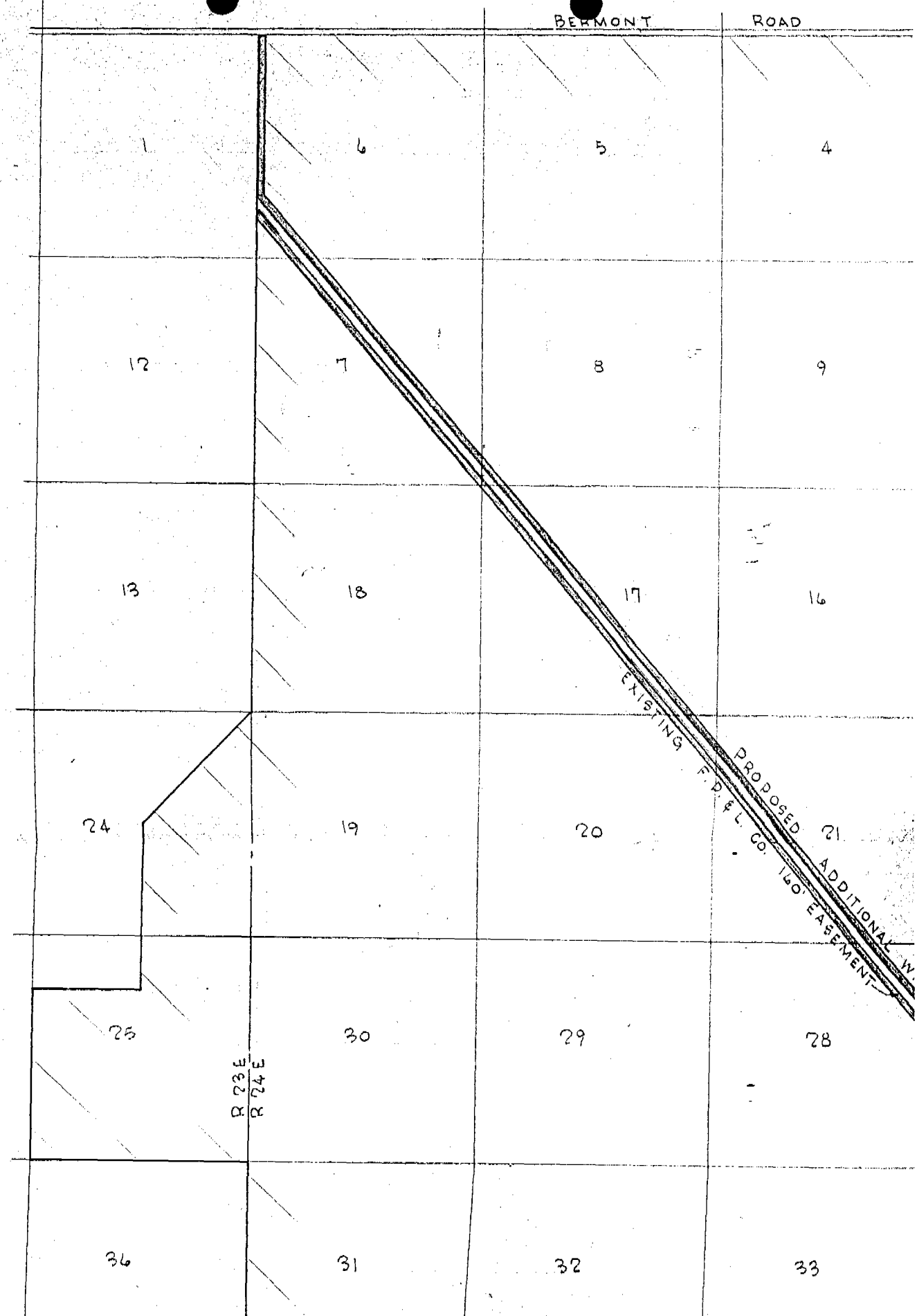
WITNESS my signature and official seal at Miami in the County of Dade and State of Florida, this 15th day of July, 1970.

Roberta A. Edmonds
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 1, 1973
Bonded By American Fire & Casualty Co.

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan


BERMONT
ROAD
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6
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18
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33
EXISTING F.P.&L. CO. 160' EASEMENT
PROPOSED ADDITIONAL W
R 23 E
R 24 E

S. R. # 74
4
3
2
1
6
9
10
11
12
7
16
15
14
13
18
21
22
23
24
19
R 24 E
R 25 E
ADDITIONAL WIDTH - 170' WIDE
EASEMENT
28
27
26
25
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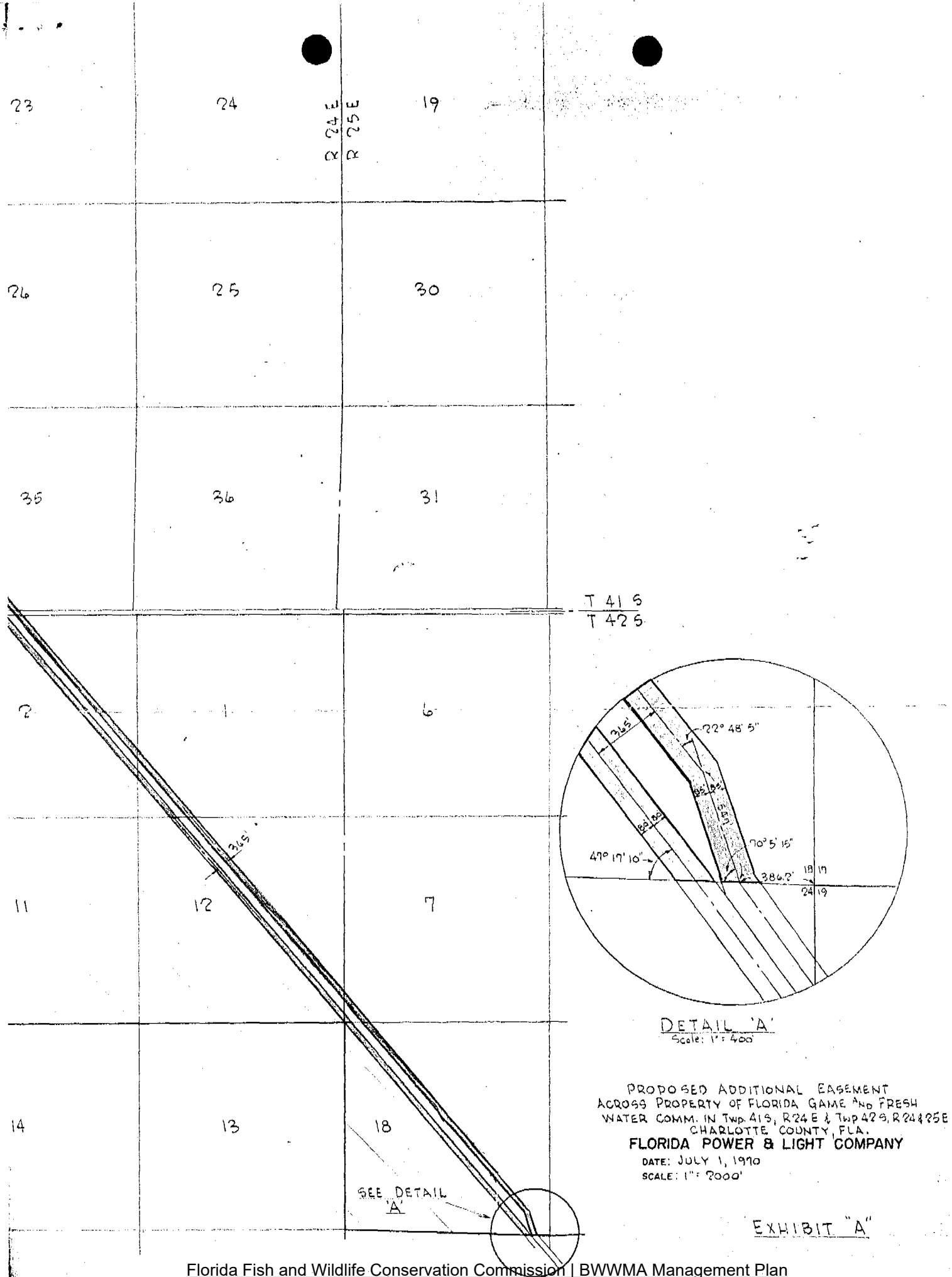
34
35
36
31



DETAIL 'A'
Scale: 1" = 400'

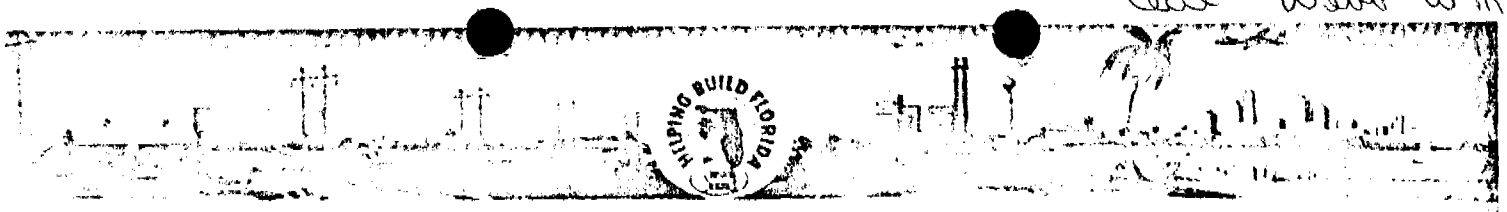
PROPOSED ADDITIONAL EASEMENT
ACROSS PROPERTY OF FLORIDA GAME AND FRESH
WATER COMM. IN Twp. 41S, R24E & Twp 42S, R24&25E
CHARLOTTE COUNTY, FLA.

FLORIDA POWER & LIGHT COMPANY

DATE: JULY 1, 1970
SCALE: 1" = 2000'

EXHIBIT "A"

Cecil Webb WMA



Draft No. S-1168 $60,000.00 July 1 19 70

PAY to the order of Florida Game and Fresh Water Fish Commission

Sixty Thousand Dollars and no/100 ---------- Dollars

Value received and Charge the FLORIDA POWER & LIGHT COMPANY, Right of Way Account through The Palmer National Bank and Trust Company of Sarasota, Sarasota, Florida

In settlement of: Payment in full for easement on lands in T42S, R25E, T42S, R24E, and T41S,

R24E, Charlotte County, Florida.

FM - Ringling Line

3956 - 350 - 980 Account

Authorized Signature

STATE OF FLORIDA

GAME AND FRESH WATER FISH COMMISSION

FARRIS BRYANT BUILDING
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32304

DR. O. E. FRYE, JR., DIRECTOR
H. E. WALLACE, ASSISTANT DIRECTOR

27 June 1967

Mr. Larry D. Campbell
Wildlife Biologist
Rt. 2, Box 804
Punta Gorda, Florida 33950

Dear Larry:

Attached is a copy of the easement which we discussed on our trip down which has never been recorded. This copy is for your file.

Sincerely,

James A. Powell
Chief, Game Division

JAP/ory
Encl: easement

cc: Mr. Jack Cliett
Major J. O. Brown
Mr. Frank A. Winston

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

W. T. McBROOM, Chairman, Miami
DR. R. H. SCHULZ, Marianna
JACK CLIETT, Wauchula
W. B. COPELAND, Jacksonville
HAROLD W. ASHLEY, Melrose

February 22, 1965

Mr. E. H. Smith, Manager
Florida Power & Light Company
P. O. Box 1717
Punta Gorda, Florida

Dear Mr. Smith:

Attached is one original copy of your standard easement form giving the Game and Fresh Water Fish Commission permission to install a pole and down guy into the southerly edge of our property on the Bermont Road.

Sincerely yours,

GAME & FRESH WATER FISH COMMISSION

By:

O. E. Frye, Jr.
Executive Director

OEFJr/ory
Encl: easement

FLORIDA POWER & LIGHT COMPANY

P. O. Box 1717
PUNTA GORDA, FLORIDA
February 8, 1965

RECEIVED
FEB 9 1965

Mr. Oswald E. Frye
Game and Fresh Water Commission
Tallahassee, Florida

Dear Mr. Frye:

We are enclosing our standard easement form requesting your permission to install a pole and down guy into the southerly edge of your property on the Bermont Road.

We are requesting this because Mr. M. Lewis Hall has made application for electric service in Section 35, Township 40 South, Range 24 East.

Please sign, have witnessed and notarized, the original and return to us at your earliest convenience, keeping the duplicate for your files.

Very truly yours,

E. H. SMITH
Manager

Encl

EHS/hm/c

EASEMENT

Section 2
Township 40 South
Range 24 East

RWO/~~XXXXXXX~~ 1015
ER No. 41
Pole No. _____

February 19 65

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

In consideration of the payment to me us by you of $ 1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain wires, poles, guy stubs, guy wires and anchors for electric transmission and distribution lines and the necessary appurtenances for such lines, and the right to permit the attachment of conduits, wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

Section 2, Township 40 South, Range 24 East in Charlotte County, Florida.

This easement for one (1) guy wire and anchor to extend into the above described property approximately 20 feet South of the South right-of-way line of State Road 74 (Bermont Road).

This easement also for one (1) pole to be set approximately one (1) foot South of the South right-of-way line of State Road 74 (Bermont Road).

The location of pole, guy wire and anchor will be approximately 1800 feet East of the Northwest corner of the above described property.

In the presence of:

James A. Powell

Olive R. Yancey

O. E. Frye, Jr. (SEAL)
OSWALD E. FRYE, Jr.
Game & Fresh Water Commission (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF Leon

I, a Notary Public in and for the County and State aforesaid, do hereby certify that O. E. Frye, Jr.

and _____ known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 16th day of February 19 65

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

My Commission expires: Nov My 19 ____

Notary Public, State of Florida at Large

RIGHT-OF-WAY AGREEMENT

THIS INDENTURE made this 16th day of August A. D., 1963, by and between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, with its official office in the City of Tallahassee, Leon County, Florida, hereinafter called the Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 3100 (25 S. E. 2nd Avenue) Miami, Florida, hereinafter called the Grantee.

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, the FLORIDA GAME AND FRESH WATER FISH COMMISSION does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way 30 feet in width to be used for the construction, operation and maintenance of one or more overhead electric transmission and distribution lines (including wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, telephone and telegraph lines and the appurtenant equipment) for the transmission of electricity in, over, upon, and across the following described lands of the Grantor situated in the County of Palm Beach and State of Florida and more particularly described as follows:

All of Section 6 and a portion of Sections 5 and 7 all lying and being in Township 41 South, Range 40 East, Palm Beach County, Florida.

An easement 30 feet in width lying Northwesterly of parallel and adjacent to the following described line: Begin at a point in the Southwest corner of said Section 7, above described; thence proceed in a Northeasterly direction on a line to a point, said point being the common section corners of Sections 5, 6, 7 and 8 of Township 41 South, Range 40 East; thence continue

corner of Sections 4 and 5, Township 41 South, Range 40 East and Sections 32 and 33, Township 40 South, Range 40 East.

It is the intent and purpose that this easement begins on the common range line of Ranges 39 and 40 East and terminates on the Southwesterly right-of-way line of the Seaboard Air Line Railroad.

Together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such facilities or any of them on the right of way above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the abovementioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right of way and all trees of such height on lands of Grantor adjoining said right of way that may interfere with the proper construction, operation and maintenance of such facilities or any of them, and also including the right of ingress and egress over adjoining lands of Grantor for the purpose of exercising this easement or all or any of the rights granted hereunder.

It is understood and agreed that the employees of Florida Power & Light Company, or their authorized representatives, are to be governed by the rules of the Grantor, governing management of the area, while exercising this right of ingress and egress.

The Grantee hereby agrees to maintain at its own cost and expense, gates at all places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor.

The Grantor, however, reserves the right and privilege to use the above-described right of way for agricultural and all other purposes except as herein granted or as might interfere with Grantee's or assignee's use, occupation or enjoyment thereof; and provided further that no buildings or structures other than fences will be located or constructed by Grantor on

way without written permission of Grantee or assigns.

By its acceptance of the easement herein granted and the installation of the facilities hereunder, the Florida Power & Light Company agrees to hold the Grantor harmless from and against claims for damages attributable to the installation, operation or maintenance of such facilities; and also agrees to indemnify the Grantor as to any damages occasioned to the property of the Grantor by reason of the installation, operation or maintenance of such facilities.

By the acceptance of the easement herein granted the Grantee hereby releases Grantor from any claim for damage to the right of way or to the Grantee's facilities thereon caused by the discharge of firearms by any licensee, guest or permittee of the Grantor.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed in their names and by their duly authorized officers, and their seals to be properly affixed this 6th day of August A. D. 1963.

FLORIDA POWER & LIGHT COMPANY

(S/ Ben N Duguid
Vice President

(S/ W. D. Blaylock
Secretary

FLORIDA GAME AND FRESH WATER FISH COMMISSION

(S/ Ed Marshall
Chairman

ATTEST:

A. D. Aldrich
Director

COUNTY OF LEON

I HEREBY CERTIFY that on this_____day of_____A. D. 1963, before me personally appeared_____and _____Chairman and Director, respectively, of FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said commission, and that the said instrument is the act and deed of said commission.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, this_____day of_____A. D. 1963.

_____
Notary Public for the State of Florida

My commission expires:_____

COUNTY OF DADE

I HEREBY CERTIFY that on this_____day of_____A. D., 1963, before me personally appeared_____and _____Vice President and_____Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami in the County of Dade and State of Florida, this_____Day of_____A. D., 1963.

_____
Notary Public for the State of Florida

My Commission expires:_____

F/E
WLDS-5-3
Webb Area

SUPPLEMENT TO RIGHT OF WAY AGREEMENT

This refers to and supplements a Right-of-Way Agreement from Florida Game and Fresh Water Fish Commission to Florida Power & Light Company dated December 21, 1955 as recorded in Deed Book 7, Page 445 of the Public Records of Charlotte County, Florida covering the following described lands:

> Section 7 and 18, Township 42 South, Range 25 East, and Sections 1, 2, 11 and 12, Township 42 South, Range 24 East, and Sections 6, 7, 8, 16, 17, 20, 21, 22, 26, 27, 28, 34 and 35, Township 41 South, Range 24 East, Charlotte County, Florida.

As required by the Right-of-Way Agreement referred to above, the Florida Power & Light Company does hereby execute this instrument for the purpose of showing the accurate description of the location of said right-of-way upon the hereinabove described lands as determined by completed survey; which accurate description is as follows:

> The centerline of this right-of-way, 160 feet in width, is described as beginning at a point on the south line of Section 18, Township 42 South, Range 25 East, which point is 601.3 feet west of the southeast corner thereof and runs in a northwesterly direction at an angle of 50°-05'-15" with said south line for a distance of 195.5 feet to a point and deflects left 2°-48'-05"; thence said centerline continues in a northwesterly direction and a straight line across above described sections to a point on the west line of Section 6, Township 41 South, Range 24 East, which point is 1,067.5 feet north of the southwest corner thereof.

IN WITNESS WHEREOF, the Florida Power & Light Company has executed this agreement this 13th day of March, 1957.

Signed, sealed and delivered
in the presence of:
(2 witnesses)

FLORIDA POWER & LIGHT COMPANY (SEAL)

By: Ben H. Fuqua
Vice-President

Attest:
W. F. Blaylock
Secretary

STATE OF FLORIDA

ss.

COUNTY OF DADE

I HEREBY CERTIFY that before me, personally appeared B. H. FUQUA, respectively, Vice-President and W. F. BLAYLOCK, Secretary of FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami in the County of Dade and State of Florida, this 13th day of March, 1957.

Notary Public

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Game and Fresh Water Fish Commission of the State of Florida, in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 3100, (25 S. E. 2nd Avenue) Miami, Florida, and to its successors and assigns, an easement forever for a right-of-way 160 feet in width to be used for the construction, operation and maintenance of one or more "H" frame or tower electric transmission and distribution lines, including wires, poles, anchors, towers, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantor situated in the County of Charlotte and State of Florida and more particularly described as follows:

Section 7 and 18, T42S, R25E, and Sections 1, 2, 11 and 12, T42S, R24E, and Sections 6, 7, 8, 16, 17, 20, 21, 22, 26, 27, 28, 34 and 35, T41S, R24E, Charlotte County, Florida.

The centerline of this right-of-way, 160 feet in width, is described as beginning at a point on the South line of said Section 18, T42S, R25E, approximately 500 feet west of the SE corner thereof, and runs in a Northwesterly direction across the hereinabove described property to a point on the West line of said Section 6, T41S, R24E, approximately 1320 feet North of the SW corner thereof.

To eliminate the approximate distances used in this easement it is understood and agreed that the location of this right-of-way shall be surveyed by Florida Power & Light Company, and upon completion of survey, an accurate description of said right-of-way across said property shall be recorded in the public records of Charlotte County, Florida.

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the above described property with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said 160 foot right-of-way

THIS INDENTURE made this 21 day of Dec, 195[illegible], by and between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, with its official office in the City of Tallahassee, Leon County, Florida, hereinafter called Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 3100, (25 S.E. 2nd Avenue) Miami, Florida, hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement for a right-of-way 160 feet in width to be used for the construction, operation and maintenance of one or more "H" frame or tower electric transmission and distribution lines, including wires, poles, anchors, towers, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantor situated in the County of Charlotte and State of Florida and more particularly described as follows:

Section 7 and 18, Township 42 South, Range 25 East, and Sections 1, 2, 11 and 12, Township 42 South, Range 24 East, and Sections 6, 7, 8, 16, 17, 20, 21, 22, 26, 27, 28, 34 and 35, Township 41 South, Range 24 East, Charlotte County, Florida.

The centerline of this right-of-way, 160 feet in width, is described as beginning at a point on the South line of said Section 18, Township 42 South, Range 25 East, approximately 500 feet West of the SE corner thereof, and runs in a Northwesterly direction across the hereinabove described property to a point on the West line of said Section 6, Township 41 South, Range 24 East, approximately 1320 feet North of the SW corner thereof.

To eliminate the approximate distances used in this easement it is understood and agreed that the location of this right-of-way shall be surveyed by Florida Power & Light Company, and upon completion of survey, an accurate description of said right-of-way across said property shall be recorded in the Public Records of Charlotte County, Florida.

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the above described property with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said 160 foot right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines and also including the right of ingress and egress over adjoining lands of Grantors for the purpose of exercising the easement herein granted.

It is understood and agreed that the employees of Florida Power & Light Company, or their authorized representatives, are to be governed by the rules of the Grantor, governing management of the area, while exercising this right of ingress and egress.

The Grantee hereby agrees to maintain at its own cost and expense, gates at such places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor.

The Grantor, however, reserves the right and privilege to use the above described right-of-way for all purposes except as might interfere with the Grantee's use, occupation or enjoyment thereof; and provided further that no building or structures other than fences will be located or constructed by Grantor on said 160 foot right-of-way.

IN WITNESS WHEREOF the said parties have caused these presents to be executed in their names and by their duly authorized officers, and their seals to be hereunto affixed this 21 day of Dec, 1955.

FLORIDA POWER & LIGHT COMPANY

By J. B. Toomis
Vice President

Attest:

S. P. Kemp
Assistant Secretary

FLORIDA GAME AND FRESH WATER FISH COMMISSION

By [signature]
Chairman

Attest:

A. D. Aldrich
Director

Florida Fish and Wildlife Conservation Commission | BWWMA Management Plan

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this 21 day of Dec A.D. 1955 before me personally appeared D. D. Holland and A. D. Aldridge, Chairman and ~~Executive Secretary~~ Director, respectively, of FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said commission, and that the said instrument is the act and deed of said commission.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, this 21 day of Dec, 1955.

Alice S. Burn
Notary Public for the State of Florida

Notary Public, State of Florida at Large
My commission expires Dec. 9, 1958
Bonded by American Surety Co. of N. Y.

My Commission expires _____, 195_.

Webb W.M.A.

RIGHT-OF-WAY AGREEMENT

BOOK 7 PAGE 445

40811

THIS INDENTURE made this 21 day of Dec., 1955, by and between the FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, with its official office in the City of Tallahassee, Leon County, Florida, hereinafter called Grantor, and the FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P. O. Box 3100, (25 S.E. 2nd Avenue) Miami, Florida, hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement for a right-of-way 160 feet in width to be used for the construction, operation and maintenance of one or more "H" frame or tower electric transmission and distribution lines, including wires, poles, anchors, towers, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantor situated in the County of Charlotte and State of Florida and more particularly described as follows:

Section 7 and 18, Township 42 South, Range 25 East, and Sections 1, 2, 11 and 12, Township 42 South, Range 24 East, and Sections 6, 7, 8, 16, 17, 20, 21, 22, 26, 27, 28, 34 and 35, Township 41 South, Range 24 East, Charlotte County, Florida.

The centerline of this right-of-way, 160 feet in width, is described as beginning at a point on the South line of said Section 18, Township 42 South, Range 25 East, approximately 500 feet West of the SE corner thereof, and runs in a Northwesterly direction across the hereinabove described property to a point on the West line of said Section 6, Township 41 South, Range 24 East, approximately 1320 feet North of the SW corner thereof.

LEN WOTITZKY
DEC 29 1955
CLERK OF CIRCUIT COURT

To eliminate the approximate distances used in this easement it is understood and agreed that the location of this right-of-way shall be surveyed by Florida Power & Light Company, and upon completion of survey, an accurate description of said right-of-way across said property shall be recorded in the Public Records of Charlotte County, Florida.

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the above described property with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said 160 foot right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines and also including the right of ingress and egress over adjoining lands of Grantors for the purpose of exercising the easement herein granted.

It is understood and agreed that the employees of Florida Power & Light Company, or their authorized representatives, are to be governed by the rules of the Grantor, governing management of the area, while exercising this right of ingress and egress.

The Grantee hereby agrees to maintain at its own cost and expense, gates at such places as Grantee may find it necessary to gain entrance to the lands of the Grantor for ingress and egress to the easement granted to the Grantee where such entrance is not through a regularly established and maintained gate of the Grantor.

The Grantor, however, reserves the right and privilege to use the above described right-of-way for all purposes except as might interfere with the Grantee's use, occupation or enjoyment thereof; and provided further that no building or structures other than fences will be located or constructed by Grantor on said 160 foot right-of-way.

IN WITNESS WHEREOF the said parties have caused these presents to be executed in their names and by their duly authorized officers, and their seals to be hereunto affixed this 21 day of Dec., 1955.

FLORIDA POWER & LIGHT COMPANY

By J. B. [illegible]
Vice President

Attest:
A. P. Kemp
Assistant Secretary

FLORIDA GAME AND FRESH WATER FISH COMMISSION

By [illegible]
Chairman

Attest:
C. D. Aldrich
Director

BOOK 7 PAGE 447

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 21 day of Dec A.D. 1955, before me personally appeared R. F. Holland and A. D. Aldrich, Chairman and ~~Executive Secretary~~ Director, respectively, of FLORIDA GAME AND FRESH WATER FISH COMMISSION, a governmental agency of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said commission, and that the said instrument is the act and deed of said commission.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, this 21 day of Dec., 1955

Alice S. Burr
Notary Public for the State of Florida

Notary Public, State of Florida at large
My commission expires Dec. 9, 1958
Bonded by American Surety Co. of N. Y.

My Commission expires: _____, 195_.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 6th day of December A.D. 1955, before me personally appeared R. B. Roberts and W.F. Blaylock, Vice President and _____ Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami in the County of Dade and State of Florida, this 6th day of December, 1955.

Lillian Blackburn
Notary Public for the State of Florida

My Commission expires; Sept. 15, 1957.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this 6th day of December A.D. 1955 before me personally appeared R. B. Roberts and W.F. Blaylock, Vice President and _____ Secretary, respectively, of FLORIDA POWER & LIGHT COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami in the County of Dade and State of Florida, this 6th day of December, 1955.

Lillian Huckbarn

Notary Public for the State of Florida

My Commission expires; Sept. 15, 1957

FORM 522 PAGE 1800 4-26

8-23, 1949

FLORIDA POWER & LIGHT COMPANY,
Miami, Florida.

Gentlemen:

In consideration of the payment to me us by you of $ 1.00 which I we have received, I we and those holding through me us, grant and give to you and your successors the right to set and maintain poles and anchors for an electric transmission and distribution line, and the necessary appurtenances for such lines, on my our property, described as follows:

All of sections 12 and 13 of Township 42 South, Range 23 East, Charlotte County, Florida.

Electric line to run Southeasterly approximately 600 feet South of the Tamiami Trail, as surveyed and projected, and to be of "H" frame construction.

Grants the right to cut, trim and keep all trees and underbrush that would be a hazard to the line.

Signed, sealed and delivered in the presence of:

Alice S. Burr

STATE GAME & FRESH WATER FISH COMMISSION,

K. G. Morris (SEAL) CHAIRMAN

Coleman Newman (SEAL) DIRECTOR

Game and Fresh Water Fish Commission

TALLAHASSEE, FLORIDA

COLEMAN NEWMAN
DIRECTOR

August 23, 1949

COMMISSION MEMBERS

LOUIS G. MORRIS, CHAIRMAN
MONTICELLO, THIRD DISTRICT

CECIL M. WEBB, TAMPA
FIRST DISTRICT

MILTON H. BAXLEY, GAINESVILLE
SECOND DISTRICT

J. W. CORBETT, FORT PIERCE
FOURTH DISTRICT

M. C. LEWIS, ORLANDO
FIFTH DISTRICT

HAYES LEWIS, MARIANNA
ATTORNEY

Mr. R. A. Scott
Florida Power & Light Company
Miami 30, Florida

Dear Mr. Scott:

I am enclosing two copies of the easement covering Sections 12 and 13, Township 42 South, Range 23 East, in Charlotte County. These papers have been signed by the Chairman and Director of the Game and Fresh Water Fish Commission and notarized.

Sincerely yours,

Coleman Newman

Coleman Newman,
Director.

CN/ory
Encls.

FORM 522 PAGE 107 1500 4-38

8-23, 1949

FLORIDA POWER & LIGHT COMPANY,
Miami, Florida.

Gentlemen:

In consideration of the payment to me us by you of $ 1.00 which I we have received, I we and those holding through me us, grant and give to you and your successors the right to set and maintain poles and anchors for an electric transmission and distribution line, and the necessary appurtenances for such lines, on my our property, described as follows:

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Grants the right to cut, trim and keep all trees and underbrush that would be a hazard to the line.

STATE GAME & FRESH WATER FISH COMMISSION,

Signed, sealed and delivered in the presence of:

K. G. Morris (SEAL) CHAIRMAN

Alice S. Burr

Coleman Newman (SEAL) DIRECTOR

COLEMAN NEWMAN
DIRECTOR

Game and Fresh Water Fish Commission

TALLAHASSEE, FLORIDA

COMMISSION MEMBERS

LOUIS G. MORRIS, CHAIRMAN
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Mr. R. A. Scott
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Sincerely yours,

Coleman Newman

Coleman Newman,
Director.

CN/ory
Encls.

11.3 Public Hearing Notice, Advertisements, and Press Release

11.3.1 Public Hearing Notice

NOTICE

Florida Fish and Wildlife Conservation Commission
Announces a

PUBLIC HEARING

for the

Fred C. Babcock-Cecil M. Webb Wildlife Management Area Management Plan

Charlotte County, Florida
7:00 P.M. Wednesday, March 27th, 2024

Schandler Hall
419 Florence Ave,
Fort Myers, FL 33905

PURPOSE: To receive public comment regarding considerations for the FWC ten-year Land Management Plan for the Babcock-Webb Wildlife Management Area (BWWMA). This hearing is being held EXCLUSIVELY for discussion of the Babcock-Webb WMA Management Plan, which outlines environmental and recreation management on the area. This Management Plan will not address hunting or fishing regulations, which are handled through a separate rule and regulation development process. For more information about the rule and regulation development process, go online to: http://myfwc.com/about/rules-regulations/

For a copy of the draft Management Plan, please contact Nicholas H. Coppock via telephone at (850) 487-9588, via email at Nicholas.Coppock@MyFWC.com, or via mail at Florida Fish and Wildlife Conservation Commission, Land Conservation and Planning, 620 South Meridian Street, Tallahassee, Florida 32399-1600.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should notify the agency at least ten calendar days before the meeting by calling 850-488-6411 or contact the agency using the Florida Relay Service at 800-955-8771 (TDD) or 800-955-8770 (Voice), if you are hearing or speech impaired. If you believe that you have been discriminated against in any program, activity, or facility, or if you need more information, contact the Florida Fish and Wildlife Conservation Commission at: FWC, Office of Human Resources, 620 S Meridian Street, Tallahassee, FL 32399, 850-488-6411. Or write to: Office of Diversity, Inclusion & Civil Rights, Department of the Interior, 1849 C Street, NW, Washington, D.C. 20240.

11.3.2 Regional FWC Press Release

Help plan the future of the Fred C. Babcock-Cecil M. Webb Wildlife Management Area

The Florida Fish and Wildlife Conservation Commission (FWC) will present the draft materials for the Babcock Webb WMA 10-year Management Plan at a public hearing in Charlotte and Lee Counties on Wednesday, March 27.

The public hearing will be held at 7 p.m. at the Schandler Hall, 419 Florence Ave, in Fort Myers. The public is encouraged to attend and will have the opportunity to comment and ask questions regarding the Management Plan for the FWC-managed WMA.

The Fred C. Babcock-Cecil M. Webb WMA encompasses approximately 83,832 acres in Charlotte and Lee counties and, along with the adjacent Babcock Ranch Preserve (BRP), conserves the largest and highest quality native slash pine forest remaining in south Florida. These flatwoods, marshes, and prairies provide important habitat for wildlife such as gopher tortoises, red cockaded woodpeckers, and Florida bonneted bats. The Babcock Webb WMA is one of Florida's oldest and largest publicly owned Wildlife Management Areas and offers many opportunities for public recreation, including shooting, hunting, fishing, wildlife viewing, bird watching, hiking, biking, primitive camping, and horseback riding.

"The Babcock Webb WMA was purchased to ensure the preservation of fish, wildlife, and other natural and cultural resources for future generations, and to provide fish and wildlife-based outdoor recreation opportunities to the public," said Nicholas H. Coppock, FWC Land Conservation Planner. "This Management Plan will specify how we intend to accomplish that goal."

For more information regarding this and other upcoming public hearings, go to the FWC Land Conservation and Planning webpage. Hunting and fishing regulations are not included in this plan or public hearing; they are addressed through a separate public process. Please visit MyFWC.com/hunting/regulations or MyFWC.com/fishing/freshwater/regulations to learn more about hunting and fishing regulations.

To obtain a copy of the draft elements of the Management Plan for the Babcock Webb WMA, call Nicholas H. Coppock at 850-487-5988 or email Nicholas.Coppock@MyFWC.com. For more information about the Babcock Webb WMA, please visit the website at https://myfwc.com/recreation/lead/babcockwebb/.

Pursuant to Chapters 253 and 259, Florida Statutes, all lands purchased with public funds must have a Management Plan that ensures the property will be managed in a manner that is consistent with the intended purposes of the purchase. For more information and background on management plans and their goals, visit MyFWC.com/conservation/management-plans/terrestrial.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should notify the agency at least 10 calendar days before the meeting by calling (850) 488-6411 or contact the agency using the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice), if you are hearing or speech impaired. If you believe that you have been discriminated against in any program, activity or facility, or if you need more information, contact the Florida Fish and Wildlife Conservation Commission at:

FWC, Office of Human Resources

620 S Meridian Street,

Tallahassee, FL 32399, 850-488-6411

Or write to:

Office of Diversity, Inclusion & Civil Rights

Department of the Interior

1849 C Street, NW

Washington, D.C. 20240

11.3.3 Newspaper and Florida Administrative Register Ad

The Florida Fish and Wildlife Conservation Commission (FWC) announces a PUBLIC HEARING for the FWC Lead Managed Portions of the Fred C. Babcock-Cecil M. Webb Wildlife Management Area located in Charlotte and Lee Counties, Florida.

7:00 P.M. Wednesday, March 27th, 2024
Schandler Hall
419 Florence Ave
Fort Myers, FL 33905

PURPOSE: To receive public comment regarding considerations for the FWC's ten-year Management Plan for the FWC Lead Managed Portions of the Fred C. Babcock-Cecil M. Webb Wildlife Management Area (WMA).

This hearing is being held EXCLUSIVELY for discussion of the DRAFT Babcock Webb WMA Management Plan, otherwise referred to as the Management Prospectus. This meeting will not address area hunting or fishing regulations. For more information on the process for FWC rule and regulation development visit our Proposed Rules Changes webpage at https://myfwc.com/about/rules-regulations/proposed-rule-changes/.

A Management Prospectus for the Babcock Webb WMA and a copy of the agenda is available upon request from Nicholas H. Coppock by mail at the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, Florida 32399-160; by telephone at (850) 487-9588; or by email at Nicholas.Coppock@MyFWC.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should notify the agency at least 10 calendar days before the meeting by calling (850) 488-6411 or contact the agency using the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice), if you are hearing or speech impaired.

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Or write to:

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Department of the Interior
1849 C Street, NW
Washington, D.C. 20240

11.4 Public Input

11.4.1 Management Advisory Group Meeting Results

Babcock Webb Wildlife Management Area (BWWMA)
Management Advisory Group (MAG)
Consensus Meeting Results

February 7th, 2024, in Fort Meyers, Florida

The intent of convening a consensus meeting is to involve a diverse group of stakeholders in assisting the Florida Fish and Wildlife Conservation Commission (FWC) in development of a rational management concept for lands within the agency's managed area system. FWC does this by asking spokespersons for these stakeholders to participate in a half-day meeting to provide ideas about how FWC-managed lands should be protected and managed.

The MAG consensus meeting was held on the morning of February 7th, 2024, at Buckingham Community Center, in Fort Meyers, Florida in Lee County. The ideas found below were provided by stakeholders for consideration in the 2024 - 2024 Management Plan (MP) with priority determined by vote. These ideas represent a valuable source of information to be used by biologists, planners, administrators, and others during the development of the MP. Upon approval by FWC, the Acquisition and Restoration Council (ARC), and the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the MP will guide the activities of FWC personnel over the ten-year duration of the management plan and will help meet agency, state, and federal planning requirements.

Numbers to the left of **bold-faced ideas** listed below represent the total number of votes and the score of each idea. Rank is first determined by the number of votes (vote cards received for each idea) and then by score. Score is used to break ties when two or more ideas have the same number of votes. A lower score indicates higher importance because each voter's most important idea (recorded on card #1) received a score of 1, and their fifth most important idea (recorded on card #5) received a score of 5. Ideas not receiving any votes are listed, and were considered during the development of the MP, but carry no judgment with regard to priority.

Statements following the bold-faced ideas represent a synopsis of the clarifying discussion of ideas as transcribed and interpreted by the FWC recorder at the meeting. As indicated above, the ideas below are presented in priority order:

Rank	# of Votes	Score	Idea	
1.	[12]	[32]	11.	**Invasive species control and monitoring/controlling non-native wildlife species.** FWC staff have ID'd invasive plant and animal species there. Building a plan for how to control this and trying to stop the spread of invasive plant and species that can be in the preserve. Since we're seeing more nonnative, we want to control and monitor as needed. Including specifically feral hogs as the amount of feral hogs has escalated on the property.

Rank	# of Votes	Score	Idea	
2.	[9]	[20]	3.	**Hydrological restoration, removing excess water, aquifer recharge and tidal creek management.** Perhaps we could say: basically working towards meeting the objectives set up by charlotte harbor flatwoods initiative. Just did a modeling and produced a report and set out objectives for hydrological restoration, reducing water on the web, increased water for habitat in Yucca pens. Meeting those objectives. What we'd have to identify is the appropriate areas, removing excess waters that may be at odds with aquifer recharge (mainly thinking about yucca pens area) finding areas that are more appropriate for recharge and wetland areas. Not pumping, allowing recharge naturally via percolation, holding water where it should be in the wetlands. Passive natural recharge. Holding so much water on the area is not good for a lot of species, gotta find a way to get the water off the webb. This needs to be in plan—I know theyre working on it—but needs to happen despite roadblocks. Whether its pumping or getting it off highways faster, getting it into yucca pens and into harbo. I know that people don't want to put freshwater into estuaries, but water has to go somewhere.
3.	[8]	[29]	34.	**Continue managing habitat with mechanical treatment, timber thinning and cattle grazing. Continue to improve the property for quail habitat by FWC.** Put in time doing chopping, controlled burns, and getting rid of invasive hogs.
4.	[6]	[24]	29.	**Increase public awareness and outreach, including outreach with historically underserved populations and outreach on management activities.** People need to know what's out there. I've learned a lot just reading about it, but people need to know what they can and can't use and what's there. Multiple activites usch as burning—public can have a negative attitude towards that—a lot of people moving to the area, some kind of either passive outreach or signage about the prescribed fire, what it looks like, or active outreach talking about why it's necessary for wildlife and habitats.
5.	[4]	[10]	1.	**Continue applying prescribed fire for habitat management.** Continue program as needed.

Rank	# of Votes	Score	Idea	
6.	[4]	[12]	16.	**Continue usage of field-trial area for the field-trial groups.** Goes back to initial designation of field trial area in purchase agreement in 41, stipulated to maintain area for field trial clubs, how it's been stated from the beginning.
7.	[4]	[14]	4.	**Continue land acquisition.** There's a lot of construction, losing land fast, in order for all the other stuff to make sense, main key is having the land.
8.	[3]	[5]	8.	**ID wetland restoration opportunities.** Opportunities, thinking more of putting land and conservation to expand corridor, maybe through easement. Also from standpoint of water quality and wildlife habitat improvement. Explore opportunitiess wthin webb and also neighboring lands.
9.	[3]	[7]	9.	**Timber management, maintaining timber density at historic levels and restoring historical palmetto and piney flatwoods savanna.** Would like to see timber management aligned the way objectives are. Keep trees at a density that works for red cockaded woodpecker and other species. Probably 10 years ago we brought slides from 50s to show how it used to be histroically, before I75, it used to be very open piney flatwoods savanna grass, thicker pine stands. This is all part of timber management, restore to historic level.
10.	[3]	[7]	18.	**Continue ORV access for large-game and small-game hunting seasons.** Don't want to be restricted to roads. Since day one, we have been hunting quail and deer on wheeled buggies, continue that.
11.	[3]	[9]	12.	**Climate change adaptation considerations.** Saltwater intrusion, plant zone changes, new exotics as a result of that, ecosystem changes, doing habitat restoration on an ecosystem that is unable to sustain, so plan into the future with all these restorations and adaptations.

Rank	# of Votes	Score	Idea	
12.	[3]	[9]	26.	**Habitat connectivity specifically at HWY 41 and I-75.** There are a couple of drafts on how to do connectivities on major highways, theres no connectivity with that traffic. What are plans for doing that in that area? Elevated or underground crossings could help to connect those areas from NE to SW of preserve.
13.	[3]	[11]	20.	**Habitat connectivity.** There're a number of regional plans out there for species habitat connectivity. Managing in conjunction with those—like the panther.
14.	[2]	[4]	2.	**Details on a process for how to achieve measurable objectives, including action steps and timelines.** We (Charlotte county planning) just went through this whole process a couple years ago with 14 or so properties, very vague management plans with legal descriptions and historical information don't tell you about habitat types, so we had to do that. Sometimes you don't have all the details, you have to start from scratch and expand management plans. Looking at it for 15 year goal seems insurmountable. If you don't have a lot of people, when it comes to habitat standards, how do you manage that collectiveley, so we broke that down into management steps: yr 1-5 and so on, may be good for 10 year plan. It can be challenging to put all goals together to meet user groups, some things conflict with others. Some people mentioned water on property, also have charlotte flatwoods initiative, essentialy to restore sheet flow and level troughout region. Who decides history? Ultimately you have to decide this is the habitat type we have, and use quantifiable things, find out what habitat looks like, assess health of it, pick a goal, and choose details for that goal. If they have to hire somebody else, there is a cookbook telling you what to do in the management, without spending the first few years gathering data to determine where you are.
15.	[2]	[4]	6.	**Rimfire only section at shooting range with reactive targets** Most important thing for firearm safety in future is teaching kids when theyre young, and if theyre scared they don't wanna go out there.

Rank	# of Votes	Score	Idea	
16.	[2]	[4]	17.	**Specific quail recovery plan for the Webb.** We've spent a lot of money looking at this, trying to figure it out, but we're not there yet. Realize it is pie in the sky wish, but would be nice to incorporate additional effort to develop specific quail recovery plan using data from tall timbers, who are now increasing quail populations in flatwoods, which is what Webb is, into the 10 year plan.
17.	[2]	[4]	22.	**Expand public access where appropriate, offer camping opportunities and increase trail signage.** Specifically for trailheads and trail miles. If they were to expand other areas, would need more signage on the trails compatible with roads in the preserve. This is something that's needed. Don't want people getting lost, because then you have to go find them. Combining horse trails with camping opportunities would be nice. Lots of riders and horses, improving access would be great.
18.	[2]	[5]	63.	**Increase shotgun opportunities.** In the mornings and afternoons, it would be popular. There's no shade at all on some lanes.
19.	[2]	[6]	15.	**Protect and restore native ecosystems.** Self-explanatory.
20.	[2]	[7]	56.	**Continue maintaining food plots.** That's it
21.	[2]	[8]	28.	**Monitor listed species and continue to identify, locate and protect listed species.** There are a lot of listed animals in addition to plants. It's in a handful of sites, continue to monitor to make best decisions management wise.
22.	[2]	[9]	60.	**Re-establish a feeding program for the quail in a small trial area, and monitor.** Historically they fed quail at the BWWMA, before food plots. We'd like to see maybe in next management plan, taking small portion of field trial ground or recreational area, establish feeders on trial basis and montior and evaluate year after year, to spread feed, during dry climate times of year.

Rank	# of Votes	Score		Idea
23.	[1]	[1]	10.	**Upgrade shooting range facility to current environmental user and safety standards. Upgrade restrooms.** Webb range was buily in '57, is the oldest range the agency has in the state. Since then there have been changes in environmental and safety practices. Having different ranges for different activities. We would like to spend 8 million dollars in upgrading that, even having flushable restrooms, like we have in other WMAs.
24.	[1]	[2]	38.	**More land acquisition west of the Yucca pens.** Some Florida Forever Projects are close, but increase connectivity of those restoration areas and preserves, to go towards the coast more, to have that connection. How do we do the connection, and add more land?
25.	[1]	[2]	62.	**A longer range (500-1000 yds)** Should change the range, because the largest growing thing in shooting is long distance shooting. 300 people a day use this place, in winter it can be 450 people, which is a lot of people.
26.	[1]	[3]	32.	**Reduce size of burn units to 160 acres or less.** Ideally we should only burn in 40 acre tracts, if its possible in next 10 years to have a checkerboard burn rather than big lots.
27.	[1]	[4]	35.	**Coordination, where appropriate, with other existing regional plans.** When we meet with regulatory agencies, there are different plans that cover different water districts and areas and focal areas. There are some that aren't in a regulatory plan.
28.	[1]	[4]	36.	**Increase amount of shade at the range.** Doesn't have to be separate, can be added on to existing structures. There needs to be a place for people that arent shooting at that exact area, to get out of the sun etc.
29.	[1]	[4]	53.	**Continue to implement OBVM.** That's it.

Rank	# of Votes	Score	Idea	
30.	[1]	[5]	25.	**Coordinate land management with adjacent conservation lands.** Any other private or other agency lands that are under conservation lands. Put in an effort to combine a practice to implement, people doing things like eradicating species, prescribed burning, and improving habitat.
31.	[1]	[5]	39.	**Cooperate with local universities.** Universities are always looking for opportunities, if you need work done, let the university go do the work for you. They have the qualifiactions plus it'll make your job a lot easier, would be a missed opportunity otherwise.
32.	[1]	[5]	45.	**Continue following WCPR and update as needed (Including Florida bonneted bat critical habitat consideration).** Including and emphasizing Florida bonneted bat critical habitat consideration.
33.	[1]	[5]	48.	**Control and remediate damage caused by ORVs.** some of the outlying ponds and water sources that you could fish, are no longer accessible because paths have been damaged by ORVs, so cant get back there without walking long distances.
34.	[1]	[5]	52.	**Expand hunting opportunities by species and length of season.** Staff does this, but if they can look and see if we can expand length, and including other game animals. Lengthening seasons also goes to pigs and coyotes. Looking at alligators, alligator hunt for the Webb.

The following items received no votes. All ideas represent valuable input, and are considered in development of the MP, but carry no rank with regard to the priority perceptions of the MAG.

35.	[]	[]	7.	**Off-road cycling trails consistent with resource management plan.** I am mostly a road-rider, so how much off road riding is popular or desired? Some people have expressed desire for offroad, is that consistent with the management plan out there. It would be more of a ride for the riding sake, not a ride for the environmental aspects of it, is that consistent with the management plan, do you want that type of riding or not? This is a statement and a question.

Rank	# of Votes	Score		Idea
36.	[]	[]	21.	**Habitat improvement and food plots for the water treatment area.** Water treatment area has typically been a challenging area as far as the hunting they have there, and they don't harvest a lot. So consider improvements they can do, make it more succesful for hunting, draw hunters in.
37.	[]	[]	24.	**Rest area at the end of Webb road.** Some of the more casual riders would like a place at end of road to have a rest or to have a lunch out there, no facilities for that currently.
38.	[]	[]	27.	**Saw palmetto management and reduction of illegal harvest, and consider a lease for saw palmetto harvesting.** Education, outreach, signage and engaging other groups that use the space for improving times of year—and recording. (If that can be a part of management plan.)
39.	[]	[]	33.	**Establish the BWWMA as a quail enhancement area.** See other enhancement areas—BWWMA is a quail focal area—yet not an enhancement area like the 3 lakes etc., and think we should do that.
40.	[]	[]	37.	**Longleaf pine restoration.** There are a lot of wetlands, but in FNAI that area is included. Exploring the area for potentially restoring that habitat to benefit existing wildlife, to restore back to historical habitat.
41.	[]	[]	40.	**Research strategy as part of the management plan.** This idea goes hand in hand with coordinating with universities: looking at potential for funding for research projects, identify projects and prioritize them.
42.	[]	[]	44.	**Increase access for horseback riding.** We would love to see that. There're beautiful trails that could be used more, if handled properly, get permission and getting the word out. Place for horse trailers and camping out to ride the trails, would be nice in that area, for hikers and horses. Just no bikers in front of horse trails.

Rank	# of Votes	Score	Idea	
43.	[]	[]	47.	**Continue ground and surface water and rainfall monitoring.** That's it
44.	[]	[]	57.	**Provide recreational opportunities outside of hunting.** To include fishing, shooting sports, etc.
45.	[]	[]	58.	**Continue maintenance and improvements of infrastructure and facilities.**
46.	[]	[]	59.	**Continue monitoring cultural resource sites.**
47.	[]	[]	61.	**Continue administering cattle and apiary leases.** That's it.

Babcock-Webb Wildlife Management Area
MAG Meeting Participants

Name	Affiliation
Active Participants	
Cason Pope	FWC Area Biologist
Major Evan Lakowski	FWC Law Enforcement
Nicole Ladevaia	Coastal and Heartland Natural Estuary Partnership
David Outerbridge	Lee County IFAS extension office
Rick Bauer	Lee County Parks and Recreation
Cathy Loyola	Florida Native Plant Society
Nigel Morris	Quail Forever
Scott Ford	Southwest Florida Outdoorsman Association
Beth Brown	Field Trial Club
Isreal Vega-Marrerro	District 3 Natural Resources Conservation Services
Santos Colberg	District 4 Natural Resources Conservation Services
Eric Strickland	Florida Forest Service
Kevin Hogan	Pedal and Play
Brandon Dunn	Lee County Planning Department
Jamie Scudera	Charlotte County Parks and Natural Resources
Jie Shao	Charlotte County Planning Department
Chris Reed	Southwest Florida Water Management District
Donn Stambaugh	Babcock Webb Shooting Range
Adele Smith	Bit-by-Bit
Bill Cline	FWC Hunting and Game Management
Supportive Participants	
Jennifer Myers	FWC Habitat and Species Conservation (HSC), Assistant Regional Biologist
Josh Agee	FWC Habitat and Species Conservation (HSC), Regional Biologist
Mike Kemmerer	FWC Habitat and Species Conservation (HSC), District Biologist
Tom M. Matthews	FWC Public Access Services Office (PASO)
Lieutenant Jonathon Ruggiero	FWC Law Enforcement
Madison Musslab	Bit-by-Bit
Jason Thompson	Charlotte County Parks and Natural Resources
Invited but Unable to Attend	
Jason O'Donoughue	Division of Historical Resources
Dan Hipes	Florida Natural Areas Inventory
Commissioner Ken Doherty	Charlottee County Board of County Commissioners
Commissioner Cristopher Constance	Charlottee County Board of County Commissioners
Commissioner Brian Hammon	Lee County Board of County Commissioners
Ralph Mitchel	Charlotte County IFAS extension office
Rachel Penrod	FWC PASO

Katherine Burke	FWC PASO
Ben Rangel	FWC PASO
Ethan Noel	FWC HSC Conservation Biologist
Luis Gonzales	FWC Regional Landowner Assistance Program
Steve Gornak	FWC Aquatic Habitat Conservation and Restoration
Keaton Fish	FWC Youth Conservation Centers Network

FWC Planning Personnel

Larame Ferry	Land Conservation and Planning (LCP) Administrator
Christina Omran	FWC LCP Senior Planner
Nicholas H. Coppock	FWC LCP Planner, BWWMA Lead Planner, Facilitator
Cedar Spirk	FWC LCP Planner, Recorder
Elizabeth Norregaard	FWC LCP Planner, Recorder

11.4.2 Public Hearing Report

PUBLIC HEARING REPORT

FOR

FRED C. BABCOCK-CECIL M. WEBB
MANAGEMENT PLAN

HELD BY THE

FRED C. BABCOCK-CECIL M. WEBB
MANAGEMENT ADVISORY GROUP

AND THE

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

MARCH 27, 2024 - CHARLOTTE COUNTY, FLORIDA

The following report documents the public input that was received at the Fred C. Babcock-Cecil M. Webb Management Advisory Group's (MAG) public hearing for the update to the Management Plan for BWWMA that was held at 7:00-9:00 PM, on March 27th, 2024, at the Charlotte County Schandler Hall in Fort Myers, Florida.

BWWMA Management Advisory Group Introduction:

The meeting was introduced by Mr. Cason Pope, a BWWMA Management Advisory Group participant, who represented the BWWMA MAG. Mr. Pope indicated that he was one of 12 stakeholders that attended the Florida Fish and Wildlife Conservation Commission (FWC) facilitated BWWMA MAG meeting held on February 7th, 2024. Mr. Pope stated that the elements of the Draft Management Plan were being presented tonight by FWC staff, and that hardcopies of the overview, management prospectus and the BWWMA MAG meeting report were available at the front door for the public's review. Mr. Pope thanked everyone for attending and then introduced Mr. Nicholas Coppock, Land Conservation Planner, FWC, to facilitate and coordinate the presentation of an overview of BWWMA, FWC's planning process, and the draft components of the BWWMA Draft Management Plan.

Presentation on an Overview of BWWMA and the FWC Planning Process:

Mr. Coppock welcomed everyone and thanked the public for their attendance. Mr. Coppock then went over an orientation of the material and explained that the purpose of the public hearing was to solicit public input regarding the Draft Management Plan for BWWMA, and not hunting and fishing regulations, indicating there is a separate public input process for FWC rule and

regulation development. Mr. Coppock then described the materials that were available at the door for public review, including the BWWMA Management Prospectus and the MAG Meeting Report. Mr. Coppock then presented the agenda for the public hearing and facilitated the introduction of all FWC staff in attendance to the audience. Mr. Coppock then presented an overview and orientation of BWWMA, including a description of the natural communities, data about BWWMA visitation, revenue and economic benefits generated for the state and region by the area, wildlife species, recreational opportunities found on the area, surrounding conservation lands, surrounding Florida Forever Program Land Acquisition Projects, acquisition history, etc. He also explained FWC's planning process for the management of the public conservation land and asked if there were any questions regarding that process.

Questions, Answers and Discussion on the BWWMA Overview and FWC's Planning Process:

Mr. Coppock facilitated an informal question and answers session where members of the public in attendance, without necessarily identifying themselves, could ask questions of the FWC staff, and discuss the answers. Mr. Coppock again emphasized that the exclusive purpose for the public hearing was to collect public input regarding the elements of the Draft Management Plan for BWWMA, and not to discuss area hunting, fishing and use regulations since, as was noted earlier, FWC has a separate process for input on hunting and fishing regulations.

No questions or comments were received at this stage of the BWWMA public hearing meeting.

Presentation of the BWWMA Draft Management Plan:

At this point, Mr. Coppock began the presentation of the BWWMA Draft Management Plan. Mr. Coppock then completed and concluded the presentation of the BWWMA Draft Management Plan.

Questions and Comments on the BWWMA Draft Management Plan Presentation:

Mr. Coppock asked if there were any comments or questions from the public regarding the Draft Management Plan and encouraged everyone to fill out a speaker card for public testimony. He informed them that all comments, questions, and public testimony will be duly considered equally by FWC.

No questions or comments were received at this stage of the BWWMA public hearing meeting.

Public Testimony on the BWWMA Draft Management Plan:

No member(s) of the public audience submitted speaker card(s) indicating their intention to provide formal public testimony.

Adjournment:

Mr. Coppock asked if there were any other members of the public that wished to give public testimony.

No other speakers offered further comments.

Then Mr. Coppock declared the public hearing adjourned.

11.5 Native Plant and Animal Species Lists

11.5.1 Native Plants

Scientific Name	Common Name
Acer rubrum	Red maple
Acrostichum danaeifolium	Giant leather fern
Agalinis fasciculata	Beach false foxglove
Agalinis harperi	Harper's false foxglove
Agalinis linifolia	Flaxleaf false foxglove
Agalinis plukenetii	Plukenet's false foxglove
Agalinis purpurea	Purple false foxglove
Agalinis sp.	False foxglove
Aletris lutea	Yellow colic-root
Aletris sp.	Colic-root
Ambrosia artemisiifolia	Common ragweed
Ampelopsis sp.	Peppervine
Amphicarpum muehlenbergianum	Blue maidencane
Andropogon brachystachyus	Shortspike bluestem
Andropogon glomeratus	Bushy bluestem
Andropogon glomeratus var. *glaucopsis*	Purple bluestem
Andropogon glomeratus var. *hirsutior*	Bushy bluestem
Andropogon gyrans	Elliott's bluestem
Andropogon longiberbis	Hairy bluestem
Andropogon perangustatus	Elliott's bluestem
Andropogon sp.	Bluestem
Andropogon ternarius	Splitbeard bluestem
Andropogon tracyi	Tracy's bluestem
Andropogon virginicus var. *decipiens*	Broomsedge bluestem
Andropogon virginicus var. *glaucus*	Chalky bluestem
Andropogon virginicus var. *virginicus*	Broomsedge bluestem
Aristida gyrans	Corkscrew threeawn
Aristida palustris	Longleaf threeawn
Aristida patula	Tall threeawn grass
Aristida purpurascens var. *purpurascens*	Arrowfeather threeawn
Aristida purpurascens var. *tenuispica*	Hillsboro threeawn
Aristida purpurascens var. *virgata*	Arrowfeather threeawn
Aristida simpliciflora	Southern threeawn grass
Aristida sp.	Threeawn
Aristida spiciformis	Bottlebrush threeawn
Aristida stricta	Wiregrass
Asclepias connivens	Largeflower milkweed
Asclepias feayi	Florida milkweed
Asclepias lanceolata	Fewflower milkweed

Asclepias longifolia	Longleaf milkweed
Asclepias pedicellata	Savannah milkweed
Asclepias sp.	Milkweed
Asclepias tuberosa	Butterflyweed
Asclepias verticillata	Whorled milkweed
Asemeia violacea	Showy milkwort
Asimina reticulata	Netted pawpaw
Asimina sp.	Pawpaw
Axonopus fissifolius	Common carpetgrass
Axonopus furcatus	Big carpetgrass
Axonopus sp.	Carpetgrass
Baccharis halimifolia	Groundsel tree
Bacopa caroliniana	Lemon bacopa
Bacopa monnieri	Herb-of-grace
Bacopa sp.	Waterhyssop
Balduina angustifolia	Coastalplain honeycomb-head
Bartonia sp.	Screwstem
Bartonia verna	White screwstem
Bejaria racemosa	Tarflower
Bidens alba	Beggarticks
Bigelowia nudata ssp. *australis*	Pineland rayless goldenrod
Bigelowia nudata ssp. *nudata*	Pineland rayless goldenrod
Bigelowia sp.	Rayless goldenrod
Boehmeria cylindrica	False nettle
Boltonia diffusa	Smallhead doll's daisy
Boltonia sp.	Doll's daisy
Buchnera americana	American bluehearts
Bulbostylis ciliatifolia	Capillary hairsedge
Bulbostylis sp.	Hairsedge
Burmannia biflora	Bluethread
Burmannia capitata	Southern bluethread
Burmannia sp.	Burmannia
Callicarpa americana	American beautyberry
Calopogon pallidus	Pale grass-pink
Calopogon sp.	Grass-pink
Carex sp.	Sedge
Carex striata	Walter's sedge
Carphephorus carnosus	Pineland chaffhead
Carphephorus corymbosus	Coastalplain chaffhead
Carphephorus odoratissimus	Vanillaleaf
Carphephorus odoratissimus var. *subtropicanus*	False vanillaleaf
Carphephorus paniculatus	Hairy chaffhead
Carphephorus sp.	Chaffhead

Cassytha filiformis	Love vine
Centella asiatica	Spadeleaf
Cephalanthus occidentalis	Common buttonbush
Chamaecrista fasciculata	Partridge pea
Chamaecrista nictitans	Sensitive pea
Chamaecrista sp.	Sensitive pea
Chaptalia sp.	Sunbonnets
Chaptalia tomentosa	Pineland daisy
Chasmanthium nitidum	Shiny woodoats
Chrysopogon pauciflorus	Florida false beardgrass
Cirsium horridulum	Purple thistle
Cirsium nuttallii	Nuttall's thistle
Cirsium sp.	Thistle
Cladina evansii	Evans' reindeer lichen
Cladium jamaicense	Jamaica swamp sawgrass
Clematis baldwinii	Pine hyacinth
Clematis sp.	Leather flower
Cnidoscolus stimulosus	Tread-softly
Coelorachis cylindrica	Carolina jointgrass
Coelorachis rugosa	Wrinkled jointgrass
Coelorachis sp.	Jointgrass
Coleataenia anceps	Beaked panicum
Coleataenia longifolia	Ciliate redtop panicum
Coleataenia sp.	Panicum
Coleataenia tenera	Bluejoint panicum
Commelina sp.	Dayflower
Conocarpus erectus	Buttonwood
Conoclinium coelestinum	Blue mistflower
Coreopsis floridana	Florida tickseed
Coreopsis sp.	Tickseed
Corydalis flavula	Yellow fumewort
Crocanthemum carolinianum	Carolina frostweed
Crocanthemum corymbosum	Pinebarren frostweed
Crocanthemum sp.	Frostweed
Crotalaria rotundifolia	Rabbitbells
Croton sp.	Croton
Cuscuta sp.	Dodder
Cynanchum sp.	Swallowwort
Cyperus haspan	Haspan flatsedge
Cyperus ligularis	Swamp flatsedge
Cyperus sp.	Flatsedge
Dalea carnea var. *carnea*	Whitetassels
Dalea pinnata var. *pinnata*	Summer farewell

Dalea sp.	Prairie clover
Dichanthelium aciculare	Needleleaf witchgrass
Dichanthelium dichotomum	Cypress panicgrass
Dichanthelium ensifolium var. *ensifolium*	Cypress witchgrass
Dichanthelium ensifolium var. *unciphyllum*	Cypress witchgrass
Dichanthelium erectifolium	Erectleaf witchgrass
Dichanthelium leucothrix	Rough witchgrass
Dichanthelium portoricense	Hemlock witchgrass
Dichanthelium sp.	Witchgrass
Dichanthelium strigosum var. *glabrescens*	Roughhair witchgrass
Dichanthelium strigosum var. *strigosum*	Roughhair witchgrass
Dichondra carolinensis	Carolina ponysfoot
Digitaria sp.	Crabgrass
Diodia teres	Poor joe
Diodia virginiana	Virginia buttonweed
Diospyros virginiana	Common persimmon
Drosera brevifolia	Dwarf sundew
Drosera capillaris	Pink sundew
Drosera sp.	Sundew
Dyschoriste angusta	Everglades twinflower
Dyschoriste oblongifolia	Oblongleaf twinflower
Dyschoriste sp.	Twinflower
Eclipta prostrata	False daisy
Edrastima uniflora	Clustered mille graines
Eleocharis baldwinii	Baldwin's spikerush
Eleocharis cellulosa	Gulf coast spikerush
Eleocharis equisetoides	Jointed spikerush
Eleocharis interstincta	Knotted spikerush
Eleocharis sp.	Spikerush
Eleocharis tuberculosa	Conecup spikerush
Eleocharis vivipara	Viviparous spikerush
Elephantopus elatus	Tall elephantsfoot
Elephantopus sp.	Elephantsfoot
Elytraria caroliniensis	Carolina scalystem
Emilia sp.	Tasselflower
Eragrostis elliottii	Elliott's lovegrass
Eragrostis refracta	Coastal lovegrass
Eragrostis sp.	Lovegrass
Eragrostis spectabilis	Purple lovegrass
Erechtites hieraciifolius	Fireweed
Erigeron quercifolius	Oakleaf fleabane
Erigeron sp.	Fleabane
Erigeron strigosus	Prairie fleabane

Erigeron vernus	Early whitetop fleabane
Eriocaulon compressum	Flattened pipewort
Eriocaulon decangulare	Tenangle pipewort
Eriocaulon ravenelii	Ravenel's pipewort
Eriocaulon sp.	Pipewort
Eriochloa sp.	Cupgrass
Eriogonum tomentosum	Dogtongue wild buckwheat
Eryngium aromaticum	Fragrant eryngo
Eryngium baldwinii	Baldwin's eryngo
Eryngium prostratum	Creeping eryngo
Eryngium sp.	Eryngo
Eryngium yuccifolium	Button rattlesnakemaster
Eulophia alta	Wild coco
Eupatorium capillifolium	Dogfennel
Eupatorium compositifolium	Yankeeweed
Eupatorium leptophyllum	Falsefennel
Eupatorium mikanioides	Semaphore thoroughwort
Eupatorium mohrii	Mohr's thoroughwort
Eupatorium sp.	Thoroughwort
Euphorbia curtisii	Curtis' spurge
Euphorbia inundata var. *garrettii*	Spurge
Euphorbia inundata var. *inundata*	Florida pineland spurge
Euphorbia polyphylla	Lesser Florida spurge
Euphorbia sp.	Spurge
Euploca polyphylla	Pineland heliotrope
Eustachys glauca	Saltmarsh fingergrass
Eustachys petraea	Pinewoods fingergrass
Eustachys sp.	Fingergrass
Euthamia caroliniana	Slender flattop goldenrod
Euthamia sp.	Flattop goldenrod
Evolvulus sericeus	Silver dwarf morning-glory
Ficus aurea	Strangler fig
Fimbristylis cymosa	Hurricanegrass
Fimbristylis puberula	Hairy fimbry
Fimbristylis sp.	Fimbry
Flaveria floridana	Florida flaveria
Flaveria linearis	Narrowleaf yellowtops
Flaveria sp.	Yellowtops
Fraxinus caroliniana	Carolina ash
Fuirena breviseta	Saltmarsh umbrellasedge
Fuirena scirpoidea	Southern umbrellasedge
Fuirena sp.	Umbrellasedge
Funastrum clausum	White twinevine

Galactia elliottii	Elliott's milkpea
Galactia regularis	Eastern milkpea
Galium sp.	Bedstraw
Gaylussacia dumosa	Dwarf huckleberry
Gaylussacia frondosa	Blue huckleberry
Gaylussacia mosieri	Woolly huckleberry
Geobalanus oblongifolius	Gopher apple
Gratiola ramosa	Branched hedgehyssop
Gratiola sp.	Hedgehyssop
Gymnopogon brevifolius	Shortleaf skeletongrass
Gymnopogon sp.	Skeletongrass
Habenaria floribunda	Toothpetal false rein orchid
Habenaria quinqueseta	Longhorn false rein orchid
Habenaria repens	Waterspider false rein orchid
Habenaria sp.	False rein orchid
Helenium pinnatifidum	Southeastern sneezeweed
Helianthus angustifolius	Narrowleaf sunflower
Helianthus floridanus	Florida sunflower
Helianthus radula	Stiff sunflower
Helianthus sp.	Sunflower
Heliotropium angiospermum	Scorpionstail
Heliotropium sp.	Heliotrope
Hieracium gronovii	Queen-devil
Hieracium megacephalon	Coastalplain hawkweed
Hieracium sp.	Hawkweed
Houstonia procumbens	Roundleaf bluet
Hydrocotyle bonariensis	Largeleaf marshpennywort
Hydrocotyle sp.	Marshpennywort
Hydrocotyle umbellata	Manyflower marshpennywort
Hymenocallis palmeri	Alligatorlily
Hymenocallis puntagordensis	Smallcup spiderlily
Hymenocallis sp.	Spiderlily
Hypericum brachyphyllum	Coastalplain St. John's wort
Hypericum cistifolium	Roundpod St. John's wort
Hypericum crux-andreae	St. Peter's wort
Hypericum fasciculatum	Peelbark St. John's wort
Hypericum gentianoides	Orangegrass
Hypericum hypericoides	St. Andrew’s cross
Hypericum mutilum	Dwarf St. John's wort
Hypericum myrtifolium	Myrtleleaf St. John's wort
Hypericum sp.	St. John's wort
Hypericum tenuifolium	Atlantic St. John's wort
Hypericum tetrapetalum	Fourpetal St. John's wort

Hypoxis juncea	Fringed yellow stargrass
Hypoxis sp.	Yellow stargrass
Hyptis alata	Clustered bushmint
Hyptis sp.	Bushmint
Ilex cassine var. *cassine*	Dahoon
Ilex coriacea	Large gallberry
Ilex glabra	Gallberry
Ilex sp.	Holly
Ionactis repens	Flaxstar aster
Ipomoea sagittata	Saltmarsh morning glory
Iva frutescens	Marshelder
Iva microcephala	Piedmont marshelder
Iva sp.	Marshelder
Juncus effusus ssp. *solutus*	Soft rush
Juncus marginatus	Grassleaf rush
Juncus megacephalus	Bighead rush
Juncus polycephalos	Manyhead rush
Juncus roemerianus	Needle rush
Juncus sp.	Rush
Justicia angusta	Pineland water-willow
Kellochloa verrucosa	Warty panicgrass
Lachnanthes caroliana	Carolina redroot
Lachnocaulon anceps	Whitehead bogbutton
Lachnocaulon beyrichianum	Southern bogbutton
Lachnocaulon engleri	Engler's bogbutton
Lachnocaulon minus	Small's bogbutton
Lachnocaulon sp.	Bogbutton
Lechea sessiliflora	Pineland pinweed
Lechea sp.	Pinweed
Lechea torreyi	Piedmont pinweed
Leersia hexandra	Southern cutgrass
Leersia sp.	Cutgrass
Lemna sp.	Duckweed
Lespedeza sp.	Lespedeza
Liatris elegantula	Grassleaf gayfeather
Liatris gracilis	Slender gayfeather
Liatris savannensis	Savanna gayfeather
Liatris sp.	Blazing star
Liatris spicata	Dense gayfeather
Liatris tenuifolia	Shortleaf gayfeather
Liatris tenuifolia var. *quadriflora*	Shortleaf gayfeather
Lindernia dubia	Moistbank pimpernel
Lindernia grandiflora	Savannah false pimpernel

Lindernia sp.	False pimpernel
Linum floridanum	Florida yellow flax
Linum sp.	Flax
Liquidambar styraciflua	Sweetgum
Lobelia floridana	Florida lobelia
Lobelia glandulosa	Glade lobelia
Lobelia paludosa	White lobelia
Lobelia puberula	Downy lobelia
Lobelia sp.	Lobelia
Ludwigia curtissii	Curtiss' primrosewillow
Ludwigia erecta	Yerba de jicotea
Ludwigia linearis	Narrowleaf primrosewillow
Ludwigia linifolia	Southeastern primrosewillow
Ludwigia maritima	Seaside primrosewillow
Ludwigia microcarpa	Smallfruit primrosewillow
Ludwigia palustris	Marsh seedbox
Ludwigia repens	Creeping primrosewillow
Ludwigia sp.	Primrosewillow
Ludwigia suffruticosa	Shrubby primrosewillow
Ludwigia virgata	Savannah primrosewillow
Lycopodiella prostrata	Feather-stem club-moss
Lycopus sp.	Waterhorehound
Lygodesmia aphylla	Rose-rush
Lyonia fruticosa	Coastalplain staggerbush
Lyonia lucida	Fetterbush
Lyonia sp.	Staggerbush
Lythrum alatum	Winged loosestrife
Magnolia virginiana	Sweetbay
Mecardonia acuminata	Axilflower
Mecardonia acuminata ssp. *peninsularis*	Axilflower
Melochia pyramidata	Pyramidflower
Melochia sp.	Melochia
Melochia spicata	Bretonica peluda
Micranthemum sp.	Mudflower
Micranthemum umbros	Shade mudflower
Mikania scandens	Climbing hempvine
Mikania sp.	Hempvine
Mimosa quadrivalvis var. *floridana*	Florida sensitive brier
Mimosa sp.	Sensitive plant
Mitreola petiolata	Lax hornpod
Mitreola sessilifolia	Swamp hornpod
Mitreola sp.	Hornpod
Morella cerifera	Wax myrtle

Morella sp.	Bayberry
Muhlenbergia capillaris	Hairawn muhly
Muhlenbergia capillaris var. *trichopodes*	Cutover muhly
Muhlenbergia sp.	Muhly
Myrsine cubana	Myrsine
Nekemias arborea	Peppervine
Nephrolepis exaltata	Wild Boston fern
Nephrolepis sp.	Sword fern
Nothoscordum bivalve	False garlic
Nuphar advena	Yellow pondlily
Nymphoides aquatica	Big floatingheart
Nyssa sylvatica var. *biflora*	Swamp tupelo
Oclemena reticulata	Pinebarren aster
Oenothera simulans	Southern beeblossom
Oldenlandia sp.	Mille graines
Oxalis sp.	Woodsorrel
Oxypolis rigidior	Stiff cowbane
Oxypolis sp.	Cowbane
Palafoxia sp.	Palafox
Panicum dichotomiflorum	Fall panicgrass
Panicum hemitomon	Mountain panic
Panicum sp.	Panic grass
Panicum virgatum	Switchgrass
Parthenocissus quinquefolia	Virginia creeper
Paspalum laeve	Field paspalum
Paspalum monostachyum	Gulfdune paspalum
Paspalum praecox	Early paspalum
Paspalum setaceum	Thin paspalum
Paspalum sp.	Crowngrass
Passiflora sp.	Passion-flower
Pattalias palustre	Gulf Coast swallowwort
Persea palustris	Swamp bay
Persicaria hydropiperoides	Swamp smartweed
Persicaria punctata	Dotted smartweed
Phlebodium aureum	Golden polypody
Phragmites australis	Common reed
Phragmites sp.	Reed
Phyla nodiflora	Turkey tangle fogfruit
Phyllanthus caroliniensis	Carolina leaf-flower
Phyllanthus caroliniensis ssp. *saxicola*	Rock carolina leaf-flower
Phyllanthus sp.	Leaf-flower
Physalis sp.	Groundcherry
Physostegia purpurea	Eastern false dragon-head

Physostegia sp.	False dragon-head
Piloblephis rigida	Wild pennyroyal
Pinguicula pumila	Small butterwort
Pinguicula sp.	Butterwort
Pinus clausa	Sand pine
Pinus elliottii	Slash pine
Pinus elliottii var. *densa*	South Florida slash pine
Pinus glabra	Spruce pine
Pinus palustris	Longleaf pine
Pinus serotina	Pond pine
Piriqueta cistoides ssp. *caroliniana*	Pitted stripeseed
Piriqueta sp.	Stripeseed
Pityopsis graminifolia	Narrowleaf silkgrass
Pityopsis sp.	Silkgrass
Pleopeltis michauxiana	Resurrection fern
Pleopeltis polypodioides	Tropical resurrection fern
Pluchea baccharis	Rosy camphorweed
Pluchea longifolia	Longleaf camphorweed
Pluchea sp.	Camphorweed
Polygala balduinii	Baldwin's milkwort
Polygala cruciata	Drumheads
Polygala cymosa	Tall pinebarren milkwort
Polygala incarnata	Procession flower
Polygala lutea	Orange milkwort
Polygala nana	Candyroot
Polygala ramosa	Low pinebarren milkwort
Polygala rugelii	Yellow milkwort
Polygala setacea	Coastalplain milkwort
Polygala sp.	Milkwort
Polygonum pinicola	Tall jointweed
Polygonum sp.	Knotweed
Polypremum procumbens	Rustweed
Pontederia cordata	Pickerelweed
Proserpinaca palustris	Marsh mermaidweed
Proserpinaca pectinata	Combleaf mermaidweed
Prunus caroliniana	Carolina laurelcherry
Pseudognaphalium sp.	Cudweed
Psilotum nudum	Whisk-fern
Pteridium sp.	Bracken fern
Pterocaulon pycnostachyum	Blackroot
Quercus hemisphaerica	Laurel oak
Quercus laurifolia	Swamp laurel oak
Quercus minima	Dwarf live oak

Quercus myrtifolia	Myrtle oak
Quercus pumila	Runner oak
Quercus sp.	Oak
Quercus virginiana	Live oak
Rhexia cubensis	West Indian meadowbeauty
Rhexia mariana	Pale meadowbeauty
Rhexia nuttallii	Nuttall's meadowbeauty
Rhexia petiolata	Fringed meadowbeauty
Rhexia sp.	Meadowbeauty
Rhus copallinum	Winged sumac
Rhynchospora cephalantha	Bunched beaksedge
Rhynchospora chalarocephala	Loosehead beaksedge
Rhynchospora chapmanii	Chapman's beaksedge
Rhynchospora colorata	Starrush white-top
Rhynchospora corniculata	Shortbristle horned beaksedge
Rhynchospora decurrens	Swampforest beaksedge
Rhynchospora divergens	Spreading beaksedge
Rhynchospora fascicularis	Fascicled beaksedge
Rhynchospora filifolia	Threadleaf beaksedge
Rhynchospora globularis	Globe beaksedge
Rhynchospora intermedia	Pinebarren beaksedge
Rhynchospora inundata	Narrowfruit horned beaksedge
Rhynchospora latifolia	Giant white-top
Rhynchospora microcarpa	Southern beaksedge
Rhynchospora microcephala	Smallhead beaksedge
Rhynchospora miliacea	Millet beaksedge
Rhynchospora nitens	Shortbeak beaksedge
Rhynchospora plumosa	Plumed beaksedge
Rhynchospora pusilla	Fairy beaksedge
Rhynchospora rariflora	Fewflower beaksedge
Rhynchospora sp.	Beaksedge
Rhynchospora tracyi	Tracy's beaksedge
Richardia sp.	Mexican clover
Rotala ramosior	Lowland rotala
Rubus pensilvanicus	Sawtooth blackberry
Rubus sp.	Blackberry
Rubus trivialis	Southern dewberry
Rudbeckia hirta	Blackeyed susan
Rudbeckia sp.	Coneflower
Ruellia caroliniensis	Carolina wild petunia
Ruellia succulenta	Thickleaf wild petunia
Sabal palmetto	Cabbage palm
Sabatia brevifolia	Shortleaf rosegentian

Sabatia decandra	Bartram's rosegentian
Sabatia difformis	Lanceleaf rosegentian
Sabatia grandiflora	Largeflower rosegentian
Sabatia sp.	Rosegentian
Sabatia stellaris	Rose-of-Plymouth
Saccharum giganteum	Sugarcane plumegrass
Sacciolepis sp.	Cupscale
Sacciolepis striata	American cupscale
Sagittaria graminea	Grassy arrowhead
Sagittaria isoetiformis	Quillwort arrowhead
Sagittaria lancifolia	Bulltongue arrowhead
Sagittaria sp.	Arrowhead
Salix caroliniana	Coastalplain willow
Samolus ebracteatus	Water pimpernel
Schizachyrium rhizomatum	South Florida bluestem
Schizachyrium sanguineum	Crimson bluestem
Schizachyrium scoparium	Little bluestem
Schizachyrium sp.	Little bluestem
Schizachyrium stoloniferum	Creeping little bluestem
Schizachyrium tenerum	Slender bluestem
Schoenocaulon dubium	Florida feathershank
Schoenolirion albiflorum	White sunnybell
Schoenus nigricans	Black bogrush
Scirpus sp.	Bulrush
Scleria baldwinii	Baldwin's nutrush
Scleria ciliata	Curtiss' nutrush
Scleria distans	Riverswamp nutrush
Scleria georgiana	Slenderfruit nutrush
Scleria reticularis	Netted nutrush
Scleria sp.	Nutrush
Scleria triglomerata	Whip nutrush
Scleria verticillata	Low nutrush
Scoparia dulcis	Licoriceweed
Selaginella sp.	Spike-moss
Serenoa repens	Saw palmetto
Sesbania herbacea	Danglepod
Sesbania sp.	Sesban
Sesbania vesicaria	Bladderpod
Setaria parviflora	Knotroot foxtail
Setaria sp.	Bristlegass: foxtail
Sida sp.	Fanpetals
Sideroxylon celastrinum	Saffron plum
Sideroxylon reclinatum	Florida bully

Sideroxylon reclinatum ssp. *reclinatum*	Florida bully
Sideroxylon sp.	Bully
Sisyrinchium angustifolium	Narrowleaf blue-eyed grass
Sisyrinchium sp.	Blue-eyed grass
Smilax auriculata	Earleaf greenbrier
Smilax bona-nox	Saw greenbrier
Smilax laurifolia	Laurel greenbrier
Smilax smallii	Lanceleaf greenbrier
Smilax sp.	Greenbrier
Solanum sp.	Nightshade
Solidago fistulosa	Pinebarren goldenrod
Solidago odora	Sweet goldenrod
Solidago sp.	Goldenrod
Solidago stricta	Wand goldenrod
Sophronanthe hispida	Rough hedgehyssop
Sophronanthe pilosa	Shaggy hedgehyssop
Sorghastrum secundum	Lopsided indiangrass
Spartina bakeri	Sand cordgrass
Spartina patens	Saltmeadow cordgrass
Spartina sp.	Cordgrass
Spermacoce sp.	Buttonweed
Spiranthes sp.	Ladies'-tresses
Sporobolus curtissii	Curtiss' dropseed
Sporobolus junceus	Pineywoods dropseed
Sporobolus sp.	Dropseed
Steinchisma hians	Gaping grass
Stenandrium dulce	Sweet shaggytuft
Stenandrium sp.	Shaggytuft
Stillingia aquatica	Water toothleaf
Stillingia sp.	Toothleaf
Stillingia sylvatica	Queen's delight
Stylisma aquatica	Water dawnflower
Stylisma sp.	Dawnflower
Symphyotrichum adnatum	Scaleleaf aster
Symphyotrichum concolor	Eastern silver aster
Symphyotrichum dumosum	Rice button aster
Symphyotrichum pilosum	White oldfield aster
Symphyotrichum sp.	Aster
Symphyotrichum subulatum	Annual saltmarsh aster
Syngonanthus flavidulus	Yellow hatpins
Syngonium angustatum	Fivefingers
Syngonium sp.	Arrowhead vine
Taxodium ascendens	Pond cypress

Taxodium distichum	Bald cypress
Telmatoblechnum serrulatum	Toothed midsorus fern
Tephrosia rugelii	Rugel's hoary-pea
Tephrosia sp.	Hoary-pea
Thalia geniculata	Alligatorflag
Thelypteris palustris var. *pubescens*	Marsh fern
Thelypteris sp.	Maiden fern
Tiedemannia filiformis	Water cowbane
Tiedemannia filiformis ssp. *filiformis*	Water cowbane
Tillandsia recurvata	Ballmoss
Tillandsia setacea	Southern needleleaf
Tillandsia sp.	Airplant
Tillandsia usneoides	Spanish moss
Toxicodendron radicans	Eastern poison ivy
Tragia sp.	Noseburn
Typha domingensis	Southern cattail
Typha latifolia	Broadleaf cattail
Typha sp.	Cattail
Utricularia cornuta	Horned bladderwort
Utricularia foliosa	Leafy bladderwort
Utricularia gibba	Humped bladderwort
Utricularia juncea	Southern bladderwort
Utricularia purpurea	Eastern purple bladderwort
Utricularia radiata	Little floating bladderwort
Utricularia resupinata	Small purple bladderwort
Utricularia simulans	Fringed bladderwort
Utricularia sp.	Bladderwort
Utricularia subulata	Zigzag bladderwort
Vaccinium arboreum	Sparkleberry
Vaccinium darrowii	Darrow's blueberry
Vaccinium myrsinites	Shiny blueberry
Vernonia angustifolia	Tall ironweed
Vernonia blodgettii	Florida ironweed
Vernonia sp.	Ironweed
Viola lanceolata	Bog white violet
Viola palmata	Early blue violet
Viola sororia	Common blue violet
Viola sp.	Violet
Vitis aestivalis	Summer grape
Vitis rotundifolia	Muscadine
Vitis shuttleworthii	Calloose grape
Vitis sp.	Grape
Vittaria lineata	Shoestring fern

Woodwardia virginica	Virginia chain fern
Xyris ambigua	Coastalplain yellow-eyed grass
Xyris brevifolia	Shortleaf yellow-eyed grass
Xyris caroliniana	Carolina yellow-eyed grass
Xyris drummondii	Drummond's yellow-eyed grass
Xyris elliottii	Elliott's yellow-eyed grass
Xyris flabelliformis	Savannah yellow-eyed grass
Xyris smalliana	Small's yellow-eyed grass
Xyris sp.	Yellow-eyed grass

11.5.2 Native Animals

Scientific Name	**Common Name**
Amphibians	
Dryophytes gratiosus	Barking tree frog
Eurycea quadridigitata	Dwarf salamander
Pseudobranchus striatus	Dwarf siren
Gastrophryne carolinensis	Eastern narrow-mouthed toad
Siren lacertina	Greater siren
Dryophytes cinerea	Green tree frog
Pseudacris ocularis	Little grass frog
Anaxyrus quercicus	Oak toad
Amphiuma pholeter	One-toed amphiuma
Lithobates grylio	Pig frog
Pseudacris nigrita	Southern chorus frog
Acris gryllus gryllus	Southern cricket frog
Lithobates sphenocephalus	Southern leopard frog
Anaxyrus terrestris	Southern toad
Dryophytes squirella	Squirrel tree frog
Amphiuma means	Two-toed amphiuma
Birds	
Empidonax virescens	Acadian flycatcher
Botaurus lentiginosus	American bittern
Fulica americana	American coot
Corvus brachyrhynchos	American crow
Spinus tristis	American goldfinch
Falco sparverius	American kestrel
Setophaga ruticilla	American redstart
Turdus migratorius	American robin
Pelecanus erythrorhynchos	American white pelican

Scolopax minor	American woodcock
Anhinga anhinga	Anhinga
Polyborus plancus audubonii	Audubon’s crested caracara
Peucaea aestivalis	Bachman's sparrow
Haliaeetus leucocephalus	Bald eagle
Icterus galbula	Baltimore oriole
Hirundo rustica	Barn swallow
Strix varia	Barred owl
Setophaga castanea	Bay-breasted warbler
Megaceryle alcyon	Belted kingfisher
Rynchops niger	Black skimmer
Coragyps atratus	Black vulture
Mniotilta varia	Black-and-white warbler
Dendrocygna autumnalis	Black-bellied whistling duck
Nycticorax nycticorax	Black-crowned night heron
Himantopus mexicanus	Black-necked stilt
Setophaga striata	Blackpoll warbler
Setophaga caerulescens	Black-throated blue warbler
Setophaga virens	Black-throated green warbler
Passerina caerulea	Blue grosbeak
Cyanocitta cristata	Blue jay
Polioptila caerulea	Blue-gray gnatcatcher
Vireo solitarius	Blue-headed vireo
Spatula discors	Blue-winged teal
Quiscalus major	Boat-tailed grackle
Dolichonyx oryzivorus	Bobolink
Buteo platypterus	Broad-winged hawk
Certhia americana	Brown creeper
Pelecanus occidentalis	Brown pelican
Toxostoma rufum	Brown thrasher
Molothrus ater	Brown-headed cowbird
Sitta pusilla	Brown-headed nuthatch
Thryothorus ludovicianus	Carolina wren
Sterna caspia	Caspian tern
Bombycilla cedrorum	Cedar waxwing
Setophaga pensylvanica	Chestnut-sided warbler
Chaetura pelagica	Chimney swift
Spizella passerina	Chipping sparrow
Antrostomus carolinensis	Chuck-will's-widow

Gallinula galeata	Common gallinule
Quiscalus quiscula	Common grackle
Columbina passerina	Common ground-dove
Gallinula chloropus	Common moorhen
Chordeiles minor	Common nighthawk
Gallinago gallinago	Common snipe
Geothlypis trichas	Common yellowthroat
Accipiter cooperii	Cooper's hawk
Gallus gallus domesticus	Domestic chicken
Phalacrocorax auritus	Double-crested cormorant
Dryobates pubescens	Downy woodpecker
Sialia sialis	Eastern bluebird
Tyrannus tyrannus	Eastern kingbird
Sturnella magna	Eastern meadowlark
Sayornis phoebe	Eastern phoebe
Megascops asio	Eastern screech owl
Pipilo erythrophthalmus	Eastern towhee
Antrostomus vociferus	Eastern whip-poor-will
Contopus virens	Eastern wood peewee
Rostrhamus sociabilis plumbeus	Everglade snail kite
Spizella pusilla	Field sparrow
Corvus ossifragus	Fish crow
Athene cunicularia floridana	Florida burrowing owl
Antigone canadensis pratensis	Florida sandhill crane
Aphelocoma coerulescens	Florida scrub jay
Sterna forsteri	Forster's tern
Plegadis falcinellus	Glossy ibis
Ammodramus savannarum	Grasshopper sparrow
Dumetella carolinensis	Gray catbird
Ardea herodias	Great blue heron
Myiarchus crinitus	Great crested flycatcher
Ardea alba	Great egret
Bubo virginianus	Great horned owl
Tringa melanoleuca	Greater yellowlegs
Butorides virescens	Green heron
Butorides striata	Green-backed heron
Anas carolinensis	Green-winged teal
Leuconotopicus villosus	Hairy woodpecker
Catharus guttatus	Hermit thrush

Larus argentatus	Herring gull
Lophodytes cucullatus	Hooded merganser
Troglodytes aedon	House wren
Passerina cyanea	Indigo bunting
Charadrius vociferus	Killdeer
Rallus elegans	King rail
Chondestes grammacus	Lark sparrow
Larus atricilla	Laughing gull
Ixobrychus exilis	Least bittern
Empidonax minimus	Least flycatcher
Calidris minutilla	Least sandpiper
Sterna antillarum	Least tern
Aythya affinis	Lesser scaup
Tringa flavipes	Lesser yellowlegs
Aramus guarauna	Limpkin
Egretta caerulea	Little blue heron
Lanius ludovicianus	Loggerhead shrike
Limnodromus scolopaceus	Long-billed dowitcher
Fregata magnificens	Magnificent frigatebird
Setophaga magnolia	Magnolia warbler
Anas platyrhynchos	Mallard
Falco columbarius	Merlin
Anas fulvigula	Mottled duck
Zenaida macroura	Mourning dove
Colinus virginianus	Northern bobwhite
Cardinalis cardinalis	Northern cardinal
Colaptes auratus	Northern flicker
Circus hudsonius	Northern harrier
Mimus polyglottos	Northern mockingbird
Setophaga americana	Northern parula
Anas acuta	Northern pintail
Steigidopteryx serripennis	Northern rough-winged swallow
Anas clypeata	Northern shoveler
Parkesia noveboracensis	Northern waterthrush
Leiothlypis celata	Orange-crowned warbler
Icterus spurius	Orchard oriole
Pandion haliaetus	Osprey
Seiurus aurocapilla	Ovenbird
Passerina ciris	Painted bunting

Setophaga palmarum	Palm warbler
Falco peregrinus	Peregrine falcon
Podilymbus podiceps	Pied-billed grebe
Dryocopus pileatus	Pileated woodpecker
Setophaga pinus	Pine warbler
Setophaga discolor	Prairie warbler
Porphyrio martinicus	Purple gallinule
Progne subis	Purple martin
Melanerpes carolinus	Red-bellied woodpecker
Mergus serrator	Red-breasted merganser
Picoides borealis	Red-cockaded woodpecker
Egretta rufescens	Reddish egret
Vireo olivaceus	Red-eyed vireo
Melanerpes erythrocephalus	Red-headed woodpecker
Buteo lineatus	Red-shouldered hawk
Buteo jamaicensis	Red-tailed hawk
Agelaius phoeniceus	Red-winged blackbird
Larus delawarensis	Ring-billed gull
Aythya collaris	Ring-necked duck
Platalea ajaja	Roseate spoonbill
Pheucticus ludovicianus	Rose-breasted grosbeak
Thalasseus maximus	Royal tern
Corthylio calendula	Ruby-crowned kinglet
Archilochus colubris	Ruby-throated hummingbird
Oxyura jamaicensis	Ruddy duck
Calidris alba	Sanderling
Thalasseus sandvicensis	Sandwich tern
Passerculus sandwichensis	Savannah sparrow
Tyrannus forficatus	Scissor-tailed flycatcher
Cistothorus platensis	Sedge wren
Charadrius semipalmatus	Semipalmated plover
Calidris pusilla	Semipalmated sandpiper
Accipiter striatus	Sharp-shinned hawk
Limnodromus griseus	Short-billed dowitcher
Buteo brachyurus	Short-tailed hawk
Crotophaga ani	Smooth-billed ani
Anser caerulescens	Snow goose
Egretta thula	Snowy egret
Tringa solitaria	Solitary sandpiper

Melospiza melodia	Song sparrow
Porzana carolina	Sora
Falco sparverius paulus	Southeastern American kestrel
Actitis macularius	Spotted sandpiper
Piranga rubra	Summer tanager
Buteo swainsoni	Swainson's hawk
Elanoides forficatus	Swallow-tailed kite
Melospiza georgiana	Swamp sparrow
Leiothlypis peregrina	Tennessee warbler
Tachycineta bicolor	Tree swallow
Egretta tricolor	Tricolored heron
Baeolophus bicolor	Tufted titmouse
Cathartes aura	Turkey vulture
Rallus limicola	Virginia rail
Tyrannus verticalis	Western kingbird
Calidris mauri	Western sandpiper
Eudocimus albus	White ibis
Vireo griseus	White-eyed vireo
Zenaida asiatica	White-winged dove
Meleagris gallopavo osceola	Osceola wild turkey
Gallinago delicata	Wilson's snipe
Aix sponsa	Wood duck
Mycteria americana	Wood stork
Setophaga petechia	Yellow warbler
Sphyrapicus varius	Yellow-bellied sapsucker
Icteria virens	Yellow-breasted chat
Nycticorax violacea	Yellow-crowned night-heron
Setophaga coronata	Yellow-rumped warbler
Vireo flavifrons	Yellow-throated vireo
Setophaga dominica	Yellow-throated warbler
Mammals	
Eptesicus fuscus	Big brown bat
Lynx rufus	Bobcat
Tadarida brasiliensis	Brazilian free-tailed bat
Canis latrans	Coyote
Sylvilagus floridanus	Eastern cottontail
Sciurus carolinensis	Eastern gray squirrel
Lasiurus borealis	Eastern red bat
Neotoma floridana	Eastern wood rat

Nycticeius humeralis	Evening bat
Mustela vison	Everglades mink
Ursus americanus floridanus	Florida black bear
Eumops floridanus	Florida bonneted bat
Peromyscus gossypinus palmarius	Florida cotton mouse
Puma conolor coryi	Florida panther
Urocyon cinereoargenteus	Gray fox
Sigmodon hispidus	Hispid cotton rat
Cryptotis parva	Least shrew
Sylvilagus palustris	Marsh rabbit
*Dasypus novemcinctus**	Nine banded armadillo
Lontra canadensis	North American river otter
Lasiurus intermedius	Northern yellow bat
Procyon lotor	Raccoon
Neofiber alleni	Round-tailed muskrat
Lasiurus seminolus	Seminole bat
Myotis austroriparius	Southeastern myotis
Glaucomys volans	Southern flying squirrel
Sciurus niger niger	Southern fox squirrel
Blarina carolinensis	Southern short-tailed shrew
Spilogale putorius	Eastern spotted skunk
Mephitis mephitis	Striped skunk
Perimyotis subflavus	Tricolored Bat
Didelphis virginiana	Virginia opossum
Odocoileus virginianus	White-tailed deer
Reptiles	
Alligator mississippiensis	American alligator
Nerodia fasciata	Banded water snake
Coluber constrictor	Black racer
Liodytes pygaea	Black swamp snake
Plestiodon laticeps	Broad-headed skink
Anolis sagrei	Brown anole
Deirochelys reticularia	Chicken turtle
Coluber flagellum	Coachwhip
Thamnophis sirtalis	Common garter snake
Sternotherus odoratus	Common musk turtle
Chelydra serpentina	Common snapping turtle
Pantherophis guttatus	Corn snake
Agkistrodon piscivorus	Cottonmouth

Sistrurus miliarius barbouri	Dusky pigmy rattlesnake
Micrurus fulvius	Eastern coral snake
Crotalus adamanteus	Eastern diamondback rattlesnake
Ophisaurus ventralis	Eastern glass lizard
Drymarchon couperi	Eastern indigo snake
Terrapene carolina	Florida box turtle
Pseudemys concinna floridana	Florida cooter
Nerodia floridana	Florida green water snake
Lampropeltis getula floridana	Florida kingsnake
Kinosternon subrubrum steindachneri	Florida mud turtle
Pseudemys nelsoni	Florida red-bellied cooter
Apalone ferox	Florida softshell turtle
Gopherus polyphemus	Gopher tortoise
Anolis carolinensis	Green anole
Ophisaurus compressus	Island glass lizard
Scincella lateralis	Little brown skink
Farancia abacura	Mud snake
Terrapene ornata ornata	Ornate box turtle
Thamnophis sauritus	Ribbon snake
Lampropeltis elapsoides	Scarlet kingsnake
Cemophora coccinea	Scarlet snake
Aspidoscelis sexlineata	Six-lined racerunner
Plestiodon inexpectatus	Southeastern five-lined skink
Liodytes alleni	Striped crayfish snake
Kinosternon baurii	Striped mud turtle
Hemidactylus mabouia	Tropical house gecko
Pantherophis alleghaniensis	Yellow rat snake

*Historically not native to Florida but now considered a naturalized species.

11.6 FNAI Natural Community and Altered Landcover Type Descriptions

Natural Community Descriptions

Basin Swamp (~560.9 acres)

Basin swamps are large, irregularly shaped, forested wetlands. Fires are infrequent and can occur in a range from every 5-150 years. The only occurrences of basin swamp on BWWMA are in the Yucca Pens Unit where they form the headwaters to Yucca Pen Creek and are found as segments within a large wet flatwoods complex. These basin swamps likely developed in deeper areas within the wet flatwoods complex where longer hydroperiods favored pond cypress (*Taxodium ascendens*) over south Florida slash pine (*Pinus elliottii* var. *densa*). The basin swamps typically have a closed canopy of pond cypress. Occasionally, south Florida slash pine is also found in the canopy.

The subcanopy is sparse and consists of younger canopy tree species, as well as dahoon (*Ilex cassine*) and swamp bay (*Persea palustris*). Shrub cover can vary from dense to sparse and species found include wax myrtle (*Myrica cerifera*), swamp bay, dahoon, myrsine (*Rapanea punctata*), and water toothleaf (*Stillingia aquatica*). Herbs also vary in their density; this is likely due to the amount of light penetrating the canopy. The herb layer is dominated by toothed midsorus fern (*Telmatoblechnum serrulatum*) and Virginia chain fern (*Woodwardia virginica*), as well as numerous grasses and sedges. Epiphytes and vines are common. Epiphytic species include northern needleleaf (*Tillandsia balbisiana*), cardinal airplant (*Tillandsia fasciculata*), southern needleleaf (*Tillandsia setacea*), ballmoss (*Tillandsia recurvata*), and Spanish moss (*Tillandsia usneoides*). Laurel greenbrier (*Smilax laurifolia*) is the only vine species found. Disturbances to basin swamps on BWWMA include invasive non-native species, mainly punk tree (*Melaleuca quinquenervia*) and Brazilian pepper (*Schinus terebinthifolius*) and ORV trails.

Baygall (~7.4 acres)

All of the documented baygall at BWWMA are categorized as the South Florida bayhead variant of baygall. This community occurs within a larger matrix of marsh and wet prairie and is relatively isolated from fire events. South Florida bayhead forms on small, isolated islands that share some similarities to wet flatwoods and/or mesic flatwoods habitats. The South Florida bayhead variant of baygall consists of dense stands of broadleaved evergreen shrubs and vines and occasionally contains a thin and emergent canopy.

South Florida bayhead at BWWMA consists of a generally sparse canopy of slash pine *(Pinus elliottii*). In many instances, a canopy is completely lacking. Shrub cover is commonly very dense and tall, with shrubs generally 15 to 30 feet in height. Characteristic shrub species include swamp bay, fetterbush (*Lyonia lucida*), wax myrtle, and saw palmetto (*Serenoa repens*). The vines laurel greenbrier, and muscadine (*Vitis rotundifolia*) are common and often entangle the surrounding vegetation.

The majority of the herbaceous groundcover in these habitats is composed of toothed midsorus fern. Other marsh herbs can be found on the perimeter of these islands where the community interfaces with surrounding marsh vegetation.

Depression Marsh (~15,681.6 acres)

Depression marshes are typically small, rounded wetlands dominated by herbaceous species and are maintained by frequent fires every 1-10 years. Depression marshes often dry out during periods of low rainfall and, as a result, burn more frequently than basin marshes. Depression marshes on BWWMA usually have a deeper center of pickerelweed (*Pontederia cordata*), bull tongue arrowhead (*Sagittaria lanceolata*), and maidencane (*Panicum hemitomon*). Occasionally, there may be a deeper area of Carolina willow (*Salix caroliniana*) and fireflag (*Thalia geniculata*) amongst the pickerelweed. Species surrounding these deeper areas include Tracy's beaksedge (*Rhynchospora tracyi*), longleaf threeawn (*Aristida palustris*), bluejoint panicum (*Panicum tenerum*), peelbark St. John's wort (*Hypericum fasciculatum*), water toothleaf, piedmont marshelder (*Iva microcephala*), water cowbane (*Oxypolis filiformis*), rose gentians (*Sabatia* spp.), yellow-eyed grasses (*Xyris* spp.), tenangle pipewort (*Eriocaulon decangulare*), branched hedgehyssop (*Gratiola ramosa*), and pink sundew (*Drosera capillaris*). Disturbances to depression marshes on BWWMA include invasion by non-native species, mainly punk tree and torpedo grass (*Panicum repens*). Firebreaks, roads, and ORV trails and hog digging exacerbate spread of non-native species, especially torpedo grass. Depression marshes on the Yucca Pens Unit are more heavily disturbed by punk tree and torpedo grass. Woody encroachment, mainly from wax myrtle, is another common disturbance, especially in the Yucca Pens Unit.

Dome Swamp (~97.1 acres)

Dome swamps are typically small, rounded, forested wetlands. Fire occurs frequently along the outer edges, spreading into the dome swamp from the surrounding uplands, but is infrequent in the center of the dome swamp. Dome swamps usually have a dome-like appearance due to older, taller trees growing in deeper water, where fires are less frequent and younger, shorter trees growing in the shallower water along the edge, where fires are more frequent. The only occurrences of dome swamps on BWWMA are in the Yucca Pens Unit. Dome swamps on BWWMA generally have a closed canopy of pond cypress. South Florida slash pine can be found infrequently.

The subcanopy is sparse and consists of younger canopy species, as well as dahoon. Shrubs can be dense or sparse and include wax myrtle, myrsine, cabbage palm (*Sabal palmetto*), and the invasive Brazilian pepper. Herb cover also varies from dense to sparse, and species include toothed midsorus fern, sword fern (*Nephrolepis exaltata*), royal fern (*Osmunda regalis*), pickerelweed, maidencane, false nettle (*Boehmeria cylindrica*), tenangle pipewort, and leafy bladderwort (*Utricularia foliosa*). Epiphytes and vines are occasional. Epiphytic species include northern needleleaf, cardinal airplant, southern needleleaf, ballmoss, and Spanish moss. Vine

species include laurel greenbrier and poison ivy (*Toxicodendron radicans*). Disturbances to dome swamps on BWWMA include invasion by non-native species, mainly Brazilian pepper and rose myrtle (*Rhodomyrtus tomentosa*) and firebreaks.

Dry Prairie (~9,909.5 acres)

Dry prairies are nearly treeless flatlands dominated by a diverse assemblage of herbs and low shrubs. The natural fire return interval is every 1-2 years, which is slightly more frequent than mesic flatwoods. These fires naturally occurred during the late spring/early summer lightning season. The slightly higher fire return interval is thought to be the primary factor in limiting pine recruitment, thus creating dry prairie. Some authorities suggest that such a high fire frequency is unnatural and that dry prairies are an artifact of human intervention (Myers, R. and Ewel, J., Ecosystems of Florida, pg.117). This can be seen at BWWMA where one side of a firebreak or road is characterized as mesic flatwoods, while the other side is dry prairie, this seemingly caused by different fire regimes on each side. However, early military maps, historical records, such as PLATT maps and surveyor notes during the late 1800's and vegetation surveys during the early 1900's, document dry prairie as occurring in the vicinity of Arcadia and Fort Ogden near BWWMA. It is possible that the annual controlled burns on BWWMA are creating dry prairie in areas that, under normal conditions, would support a higher tree density characteristic of mesic flatwoods. Dry prairies on BWWMA are mostly found on the main unit, though one small area was mapped on the Yucca Pens Unit.

Dry prairies are distinguished from wet prairie by their abundance of shrubs, particularly saw palmetto, and herb species composition, which is less hydrophytic. The most obvious difference between dry prairie and mesic flatwoods is canopy cover, though some species are more abundant in dry prairie and the shrubs are often dwarfed. The dry prairies rarely have any canopy or subcanopy. Infrequently, saplings of south Florida slash pine can be found. Shrubs and herbs are typically co-dominant in the understory, though areas where wet prairie is intermingled, herbs become the more dominant component. Shrubs are typically less than three feet tall and are dominated by saw palmetto, dwarf live oak (*Quercus minima*), and wax myrtle. Occasional shrubs include coastalplain staggerbush (*Lyonia fruticosa*), coastalplain St. John's wort (*Hypericum brachyphyllum*), and netted pawpaw (*Asimina reticulata*). The federally and state endangered pretty false pawpaw (*Deeringothamnus rugellii* var. *pulchellus*) is an uncommon element of the shrub layer.

Herbs are abundant and dominated by wiregrass (*Aristida stricta*). Other herbaceous species include fascicled beaksedge (*Rhynchospora fascicularis*), bottlebrush threeawn (*Aristida spiciformis*), lopsided indiangrass (*Sorghastrum secundum*), lovegrass (*Eragrostis* sp.), needleleaf witchgrass (*Dichanthelium aciculare*), narrowleaf silkgrass (*Pityopsis graminifolia*), pineland rayless goldenrod (*Bigelowia nudata*), gayfeathers (*Liatris* spp.), chaffheads (*Carphephorus* spp.), rose-rush (*Lygodesmia aphylla*), shortleaf rose gentian (*Sabatia brevifolia*), milkworts (*Polygala* spp.), and yellow-eyed grasses.

Dry prairie often grades into wet prairie and in these areas a mix of dry prairie and wet prairie species is found. Mesic flatwoods communities are often found fringing wetlands and were not delineated as separate communities due to their small size. These areas support a south Florida slash pine canopy with saw palmetto as the dominant shrub and cabbage palm common in the subcanopy. Invasive non-native species found in dry prairie include punk tree, Brazilian pepper, and torpedo grass.

Hydric Hammock (~6.8 acres)

Hydric hammocks are forested wetlands dominated by hardwood species, usually situated where limestone is close to the surface. Fires are rare in hydric hammocks due to the saturated soils. Only one hydric hammock was mapped on BWWMA and this occurs at the headwaters of a tributary to Shell Creek. Canopy cover in this hammock is dense and consists of red maple (*Acer rubrum*). The subcanopy is also dense and consists of laurel oak (*Quercus laurifolia*) and red maple. Many tree saplings are found in the understory and include cabbage palm, dahoon, red maple, and laurel oak. Shrubs are sparse and consist of wax myrtle, myrsine, and Peruvian primrosewillow (*Ludwigia peruviana*). Herb cover is high and consists of maiden fern (*Thelypteris* sp.), marsh pennywort (*Hydrocotyle* sp.), royal fern, and false nettle. Epiphytes are occasional and include cardinal airplant, southern needleleaf, and Spanish moss. Vines are occasional and include poison ivy and earleaf greenbrier (*Smilax auriculata*). Historically, this area was likely an herb-dominated wetland, but due to hydrological alteration caused by the construction of State Road 74 and the ditch that flows from the Boy Scout camp to the hammock, hardwoods have become well established.

Mesic Flatwoods (~30,255.9 acres)

Mesic flatwoods are open, pine canopy forests with a diverse understory of shrubs and herbs occurring on low, flat terrain. Fire is an important factor in maintaining high plant diversity and naturally occurs every 2-5 years during the late spring/early summer lightning season. On BWWMA, mesic flatwoods are the dominant upland community type and can occur intermingled with wet flatwoods, wet prairie, and dry prairie or as islands within basin marshes. Mesic flatwoods are distinguished from wet flatwoods by their abundance of shrubs, particularly saw palmetto, and herb species composition, which is less hydrophytic. The mesic flatwoods at BWWMA have an open canopy of south Florida slash pine. In areas bordering wetlands the canopy may become dense. Longleaf pine (*Pinus palustris*) is infrequent. Occasionally, there is a subcanopy of younger aged south Florida slash pine.

Areas bordering wetlands and islands within wetlands typically have a dense subcanopy of cabbage palm, live oak (*Quercus virginiana*), dahoon, swamp bay, and common persimmon (*Diospyros virginiana*). Pine saplings are relatively infrequent due to the frequent prescribed burns. Shrubs and herbs are typically co-dominant in the understory except in areas bordering wetlands and islands where shrubs become dominant. Shrub species are usually three feet tall but can reach six feet tall in some places. Shrub species include saw palmetto, wax myrtle, dwarf live oak, coastalplain staggerbush, netted pawpaw, peelbark St. John's wort (*Hypericum*

fasciculatum), wild pennyroyal (*Piloblephis rigida*), and shiny blueberry (*Vaccinium myrsinites*). The federally and state listed Endangered species pretty false pawpaw is an uncommon shrub. Herb species include wiregrass, fascicled beaksedge, bottlebrush threeawn, lopsided indiangrass, lovegrass, needleleaf witchgrass, narrowleaf silkgrass, pineland rayless goldenrod, gayfeathers, chaffheads, rose-rush, milkworts, and yellow-eyed grasses. Epiphytes and vines are rare. Epiphytes include ballmoss and Spanish moss. Vines include earleaf greenbrier and muscadine. The current burning schedule may be selecting species that can handle such a frequent fire return interval.

While diversity on BWWMA is high, changes in season of burn and time between burns may increase species diversity by allowing species that require lightning season fires to thrive. BWWMA is the largest parcel of natural pine flatwoods in southwest Florida and every opportunity to enhance species diversity should be taken. Invasive non-native species found in mesic flatwoods include punk tree, Brazilian pepper, rose myrtle, Caesar weed (*Urena lobata*), guava (*Psidium guajava*), cogon grass (*Imperata cylindrica*), old world climbing fern (*Lygodium microphyllum*), and torpedo grass. Torpedo grass, along with bahiagrass (*Paspalum notatum*), another non-native species, is often found in the foodplots that meander throughout many of the mesic flatwoods. Mesic flatwoods in the Yucca Pens Unit are heavily disturbed by invasive non-native species, especially punk tree, Brazilian pepper, and rose myrtle. Many areas within mesic flatwoods communities have been roller-chopped or scraped. These areas had a low cover of wiregrass and a high cover of weedy species such as slender flattop goldenrod (*Euthamia caroliniana*), bushy bluestem (*Andropogon glomeratus*), and broomsedge bluestem (*Andropogon virginicus*).

Mesic Hammock (~142.1 acres)

Mesic hammocks are closed-canopy forests of temperate hardwood species occurring along wetlands or as islands within wetlands where they are sheltered from fire. Fire is rare, and when mesic hammocks burn, they may convert to the community they border. Mesic hammocks occur throughout BWWMA, usually bordering basin marshes or as islands within basin marshes. Two occurrences of mesic hammock are found along small blackwater streams. The canopy is dense and usually dominated by live oak and cabbage palm. Occasionally, south Florida slash pine and strangler fig (*Ficus aurea*) are found in the canopy as well. The subcanopy is dense and consists of younger canopy tree species as well as swamp bay and dahoon. Saplings of canopy and subcanopy species are common in the understory. Shrubs are the dominant component of the understory while herbs are sparse. Saw palmetto dominates the shrub layer and other species found include wax myrtle, myrsine, and American beautyberry (*Callicarpa americana*). The invasive non-natives Brazilian pepper and Caesar weed can be found in many of the mesic hammocks.

In the mesic hammocks that occur along blackwater streams, buttonbush (*Cephalanthus occidentalis*) and Carolina willow are occasionally found in the understory. Herbs present include toothed midsorus fern, Virginia chain fern, royal fern, witchgrasses (*Dichanthelium* spp.), and herb-of-grace (*Bacopa monnieri*). Epiphytes are common and include cardinal airplant,

ballmoss, Spanish moss, golden polypody (*Phlebodium aureum*), and shoestring fern (*Vittaria lineata*). Vines are common and include muscadine, poison ivy, Virginia creeper (*Parthenocissus quinquefolia*), pepper vine (*Ampelopsis arborea*), and earleaf greenbrier. Disturbances to mesic hammocks on BWWMA include invasive non-native species, mainly Brazilian pepper, Caesar weed, and punk tree, as well as ORV trails that often bisect the small hammock islands, opening them up to invasion by non-native species.

Scrubby Flatwoods (~56.1 acres)

Scrubby flatwoods have elements characteristic of both mesic flatwoods and scrub communities. At BWWMA, scrubby flatwoods have an open canopy of widely scattered South Florida slash pine and supports a sparse, shrubby understory. The shrub layer includes coastalplain staggerbush, dwarf live oak, saw palmetto, and shiny blueberry. Herbaceous plants are represented by wiregrass (*Aristida stricta* var. *beyrichiana*) and capillary hairsedge (*Bulbostylis ciliatifolia*). The only vine encountered in this community is muscadine. Invasive non-native species found in scrubby flatwoods include cogon grass. Disturbances to this community include erosion, ORV trails/damage, and hydrology alterations.

Wet Flatwoods (~15,552.4 acres)

Wet flatwoods are open, pine canopy forests with an understory of hydrophytic herbs and shrubs. Fire is an important factor in maintaining species richness and composition and typically occurs every 2-5 years during the late spring/early summer lightning season. Wet flatwoods on BWWMA are often intermingled with mesic flatwoods, wet prairie, basin marsh, and depression marsh. Wet flatwoods are distinguished from mesic flatwoods by their abundance of hydrophytic herb species and scarcity or absence of shrubs, particularly saw palmetto. Wet flatwoods differ from wet prairie based on canopy cover. The canopy and subcanopy is open and consists of south Florida slash pine. Shrubs are typically sparse and include myrtleleaf St. John's-wort (*Hypericum myrtifolium*), peelbark St. John's wort wax myrtle, queen's delight (*Stillingia sylvatica*), and Florida bully (*Sideroxylon reclinatum*). Shrubs are infrequent in wet flatwoods, usually occurring in areas where mesic flatwoods is intermingled, and include saw palmetto, netted pawpaw, and coastalplain staggerbush. Herbs, specifically grasses, are typically the dominant component of the understory with the most common being wiregrass. Other herbaceous species include spreading beaksedge (*Rhynchospora divergens*), fairy beaksedge (*Rhynchospora pusilla*), giant whitetop (*Rhynchospora latifolia*), hemlock witchgrass (*Dichanthelium portoricense*), gaping panicum (*Panicum hians*), field paspalum (*Paspalum laeve*), white sunnybell (*Schoenolirion albiflorum*), pineland heliotrope (*Heliotropium polyphyllum*), pitted stripeseed (*Piriqueta cistoides*), tenangle pipewort, and yellow eyed grasses (*Xyris* spp.).

Epiphytes are infrequent and include Spanish moss and northern needleleaf. Vines are infrequent and include earleaf greenbrier, saw greenbrier (*Smilax bona-nox*), muscadine, and poison ivy. A few areas that were delineated as wet flatwoods support an unusually high amount

of south Florida slash pine. These areas, which can be seen along Webb Lake, may have been depression marshes that were drained and then invaded by the pines.

Species composition of some of the small wet flatwoods ecotones found along depression or basin marsh edges indicate limestone is near the surface. These areas contain an abundance of black bogrush (*Schoenus nigricans*), water pimpernel (*Samolus ebracteatus*), and Florida yellow flax (*Linum floridanum*). Invasive non-native species found in wet flatwoods include punk tree, Brazilian pepper, rose myrtle, and torpedo grass. Wet flatwoods in the Yucca Pens Unit are heavily disturbed by invasive non-native species, especially punk tree and Brazilian pepper.

Wet Prairie (~5,192.0 acres)

Wet prairies are nearly treeless flatlands dominated by a diverse assemblage of hydrophytic herbs with few shrubs. Fire is an important factor in maintaining species diversity and composition, and typically occurs every 2-5 years during the late spring/early summer lightning season. Wet prairies at BWWMA can be found intermingled with dry prairie, mesic flatwoods, wet flatwoods, basin marsh, and depression marsh. Wet prairies are distinguished from dry prairie by their abundance of hydrophytic herbs and scarcity or absence of shrubs, particularly saw palmetto. Wet prairies differ from wet flatwoods based on canopy cover and from shallow depression marsh based on presence of wiregrass. Small wet prairie ecotones can be found along the edges of most depression and basin marshes, but many of these were not delineated due to their small size. A canopy and subcanopy is absent, though a few south Florida slash pines may be found scattered throughout the area. Shrubs are sparse and include myrtleleaf St. John's-wort, peelbark St. John's wort, wax myrtle, queen's delight, and dwarf live oak. Saw palmetto is typically infrequent.

In wet prairies that intermingle with mesic flatwoods, shrubs such as saw palmetto and wax myrtle can become more abundant. Herbs are the dominant component of the understory and wiregrass is usually the most common herb. Other herbs found in wet prairie include spreading beaksedge, fairy beaksedge, giant whitetop, hemlock witchgrass, gaping panicum, field paspalum, white sunnybell, pineland heliotrope, pitted stripeseed, tenangle pipewort, and yellow eyed grasses (*Xyris* spp.). Occasionally, species more commonly found in depression marshes can be seen in wet prairies. These include Tracy's beaksedge, bluejoint panicum, and longleaf threeawn. Species composition of some of the small wet prairies found along depression or basin marsh edges indicate limestone is near the surface. These areas contain an abundance of black bogrush, water pimpernel, and Florida yellow flax. Epiphytes and vines are absent. Invasive non-native species found in wet prairies include punk tree and torpedo grass.

Altered Landcover Type Descriptions

Abandoned field/abandoned pasture (~1363.9 acres)

Abandoned field/abandoned pastures are old fields, fallow pastures, early successional areas formerly grazed or in agriculture without recent activity to maintain the area as pasture or planted field. These areas are often dominated by weedy native and non-native species. At BWWMA, abandoned field/abandoned pastures were present prior to state acquisition. This community is often shrubby with weedy disturbance indicators such as bushy bluestem, dogfennel (*Eupatorium capillifolium*), slender flattop goldenrod, wax myrtle, bahiagrass, and invasive non-native Brazilian pepper.

Artificial Pond (~146.1 acres)

Artificial ponds are sites that have been excavated to hold deeper areas of water. Numerous artificial ponds occur at BWWMA. These excavated areas were generally created to provide water for cattle and were created prior to state acquisition. The herbaceous cover in these areas is thin or nonexistent due to the presence of deep open water.

Canal/ditch (~114.6 acres)

Canals/ditches at BWWMA are commonly drainage ditches that run parallel to roads, utility corridors, and the sites perimeter. This feature creates unnatural hydroperiods and excessive water drainage.

Clearing/regeneration (~904.4 acres)

Clearing/regeneration areas are characterized as lands that have undergone anthropogenic disturbances to such an extent that they have been cleared of natural groundcover and/or natural overstory. Species composition in this habitat at BWWMA is variable with pioneer species that are suited to the original natural community being common. Woody species observed include scattered wax myrtle, slash pine, and invasive non-native Brazilian pepper. Herbaceous species are often weedy and include broomsedge bluestem, dogfennel, slender flattop goldenrod, and bahiagrass.

Developed (~169.2 acres)

Developed land are defined as check stations, parking lots, buildings, maintained lawns (as part of recreational, business, or residential areas), botanical or ornamental gardens, campgrounds, recreational, industrial, and residential areas. At BWWMA, developed areas include sites where offices and equipment are stored, a gun range, radio tower easements, staff-housing sites, campgrounds, parking lots, and facilities associated with the on-site Boy Scout camp.

Firebreak (~1,193.1 acres)

Firebreaks are linear areas of land that have had vegetation removed and are composed of mineral soils. These areas are maintained to control the spread of fire across the landscape.

Impoundment (~622.4 acres)

Impoundments are sections of streams and natural drainage ways that have been blocked and allow water to be held for extended periods of time. Impoundments at BWWMA include the linear Webb Lake and impoundment found in the east/central area of the property, immediately north of Tucker's Grade. These areas commonly contain open water and vegetation coverage is thin.

Invasive Non-native Monoculture (~6.3 acres)
Stand of invasive non-native plant species that have eliminated the native vegetation, or nearly so. A non-native monoculture is located in the Punta Gorda Water Treatment Plant which the City of Punta Gorda operates on BWWMA through a lease agreement with FWC. The City of Punta Gorda is responsible for the management of this site and recently performed mechanical treatment for non-native plants.

Pasture – Improved (~581.2 acres)

Improved pastures are defined as former natural areas that have been stripped of most or all native vegetation and replanted in pasture grasses. This community often includes small remnant patches of former flatwoods.

Pasture - Semi-improved (~68.2 acres)

Semi-improved pastures have been cleared of a significant percentage of their native vegetation and have been planted in non-native or domesticated native forage species. Semi-improved pastures still retain scattered patches of native vegetation with natural species composition and structure (most often small areas of mesic flatwoods).

Pine Plantation (~6.2 acres)

Areas altered by silvicultural activities. These include lands where either 1) planted pines are having or will have an ongoing detrimental effect on native groundcover, 2) the history of planted pines has damaged groundcover to the point where further restoration beyond thinning and burning is required, and/or 3) the method of planting (e.g. bedding) has severely impacted groundcover. Pine plantations in Florida are often dominated by even-aged loblolly *(Pinus taeda)*, sand (*P. clausa*), or slash pine. Dense pine plantations typically have sparse to absent herbaceous vegetation as a result of shading or a cover of deep pine needle duff. These plantations may be very shrubby or vine-dominated or open at ground level. The groundcover in most cases has been severely impacted by mechanical site preparation, such as roller chopping

and bedding. However, while perennial grasses such as wiregrass may be greatly reduced, many components of the native groundcover persist even though the relative abundance is altered. Groundcover can be partially restored by thinning and/or frequent burning, although some planting of perennial grasses such as *wiregrass* may be required. With activities such as thinning and burning, plantations with intact native groundcover can be restored to the former natural community.

Restoration Natural Community (~31.4 acres)

Restoration Natural Community is an altered landcover type where active restoration has been initiated in order to return the community to its historic state. On BWWMA, restoration work has been done on 35+ year old pine plantations to restore them to mesic flatwoods. Examples of restoration activities done include pine thinning, hydraulic restoration, non-native plant treatments and frequent prescribed burning.

Road (~455.7 acres)

Roads are areas that are paved or unpaved and intended for vehicular traffic.

Spoil Area (~22.1 acres)

Spoil areas are locations where dredge or spoil material is deposited and may or may not be re-colonized by plants.

Utility Corridor (~425.1 acres)

BWWMA is bisected by numerous high voltage power lines and associated rights-of-way. These areas also commonly contain ditching/berms, roads and culverts. The habitat within the utility corridor is variable with canopied hammock areas, thickets of tall shrubs and open areas of herbaceous vegetation. Typical shrubs include groundsel tree (*Baccharis halimifolia*), wax myrtle, and saw palmetto. Common herbaceous species are bluestem (*Andropogon* sp.), dogfennel, slender flattop goldenrod, and bahiagrass. Vines include earleaf greenbrier and muscadine.

Wildlife Food Plot (~299.9 acres)

Planted or unplanted areas to benefit wildlife or game species; includes dove fields; if not maintained these areas are often dominated by weedy native and non-native species.

11.7 Imperiled Plant Species Descriptions

Pine-Woods Bluestem - Pine-woods bluestem, state Threatened, is a perennial tufted grass that prefers mesic to wet flatwoods, wet prairie, and seepage bog with open, wiregrass-dominated areas with widely spaced pines. This species needs a fire regime that includes frequent (2-3 year) growing season fires that reduce the encroachment of woody species and create open areas allowing sunlight to reach the ground. Pine-woods bluestem also requires fire for flower production, and it will produce flowers for up to 1-2 years after a fire. However, without fire, this species will remain in a vegetative state. Soil and hydrologic disturbance negatively affect this species; therefore, staff should maintain and restore the natural hydrology and limit the use of heavy machinery in this species' habitats. Flowering, which occurs primarily from September to November, is the best time for conducting surveys or verifying species identity, and since the best flowering is after a fire, staff should conduct surveys within a year of fire.

Pine-Pink Orchid - Pine-pink orchid is a terrestrial or semi-epiphytic deciduous orchid that prefers to grow either in sunny areas in hummus soils over limestone or in shaded areas on stumps, logs, or cypress tree bases. It occurs in pinelands (mesic flatwoods, pine rockland, and wet flatwoods), forested wetlands (basin swamp, dome swamp, and strand swamp), and herbaceous wetlands (depression marsh, marl prairie, slough, and wet prairie). The specific fire requirements are unknown for this species. However, since this species occurs in fire-maintained communities, a fire regime that includes frequent growing season fires that reduce the encroachment of woody species and fires allowed to naturally enter and extinguish in wetlands and ecotones will be beneficial for this species. Fire suppression and hydrologic disturbances negatively affect this species; therefore, staff should avoid constructing firebreaks in ecotones, maintain and restore natural hydrology, and apply natural community specific fire regimes. Flowering, which occurs throughout the year (peaking from December-May), is the best time for conducting surveys or verifying species identity.

Many-Flowered Grasspink - Many-flowered grasspink, state Threatened, is a terrestrial orchid with a pungent fragrance. This species prefers well-drained soils in open, dry to moist pine flatwoods and prairie. Many-flowered grasspink needs prescribed fire every 2-3 years during the growing season for it to survive, and it actually thrives with disturbance from fire demonstrating a more vigorous flowering after fire. Soil and hydrologic disturbance negatively affect this species; therefore, staff should avoid roller-chopping in areas of known occurrences. Flowering, which occurs primarily 3-5 weeks post-fire (often in April/May) but may occur from early March to July depending on fire management regime, is the best time for conducting surveys or verifying species identity.

White Squirrel-Banana - White squirrel-banana, endemic to Florida, is a low growing deciduous shrub that prefers open areas in longleaf pine and slash pine flatwoods and dry prairie with wiregrasses (*Aristida* spp.), saw palmetto, and dwarf live oak in the understory. This species may occur along road edges. This species requires fire for its survival and flowers more vigorously after a fire or similar disturbance. Prescribed fire should occur with a frequency (1-3 years) that will create or maintain an open shrub layer. White squirrel-banana responds positively to fire by

resprouting from its roots when fire top-kills its stems. Fire suppression and hydrologic disturbances negatively affect this species; therefore, staff should avoid constructing firebreaks in ecotones, maintain and restore natural hydrology, and apply natural community specific fire regimes. Flowering, which occurs from March to April, is the best time for conducting surveys or verifying species identity.

Butterfly Orchid - Butterfly orchid is epiphytic on many different trees and prefers moist to wet areas in depression marsh, glades marsh, rockland hammock, slough, strand swamp, tidal swamp, and wet flatwoods. It may occur in dome swamp, floodplain swamp, hydric hammock, and mesic hammock. This species does not require fire, but staff should allow fire to naturally enter and extinguish within its habitats when feasible. Illegal collecting negatively affects this species; therefore, staff should protect known occurrences and make sure not to negatively influence areas with known occurrences. While plants are identifiable all year by their well-developed pseudobulbs, surveys for flowers can occur during peak flowering, which occurs May to September, and surveys for fruits can occur throughout the year.

Non-Crested Eulophia - Non-crested eulophia is a perennial, deciduous herb that prefers open areas with at least filtered sunlight and no dense shrub competition in mesic flatwoods, pine rockland, sandhill, scrub, scrubby flatwoods, and wet flatwoods. While this species may persist for long periods in xeric habitats without fire, occasional fire is needed to reduce competition and shading by shrubs. However, non-crested eulophia is dependent on frequent fire in moist habitats that experience rapid shrub growth, and prescribed fire should occur with a frequency that will create or maintain open areas, limit the shrub layer, and encourage diverse herbaceous cover. Excessive site preparation and illegal collecting negatively affect this species; therefore, staff should protect areas with known occurrences. Flowering, which occurs from July to September, or fruiting, which occurs from September to November, is the best time for conducting surveys or verifying species identity.

Threadroot Orchid - Threadroot orchid is Florida’s smallest epiphytic orchid and it prefers dome swamp, mesic hammock, hydric hammock, strand swamp, and wet flatwoods. Typically, this species prefers non-pyrogenic habitats that only experience occasional burns during drought conditions and not frequent fires. Illegal collecting and hydrological disturbances negatively affect this species; therefore, staff should protect areas with known occurrences, and staff should maintain and restore the natural hydrology where practicable. Fruiting, which occurs from March to June, is the best time for conducting surveys or verifying species identity.

Edison Ascyrum - Edison ascyrum, endemic to peninsular Florida, is an erect short-lived perennial herb that prefers open areas in depression marsh, floodplain swamp, hydric hammock, mesic flatwoods, mesic hammock, scrubby flatwoods, seepage slope, wet flatwoods, and wet prairie (including cutthroat seeps variant). This species requires a fire regime that allows for patchy burns and fires to naturally enter and extinguish in wetlands and ecotones. If Edison ascyrum is top killed by fire, it survives by resprouting after a fire. Fire suppression and hydrologic disturbances negatively affect this species; therefore, staff should avoid constructing firebreaks in ecotones, maintain and restore natural hydrology, and apply natural community specific fire regimes.

Because this species flowers throughout the year, it can be identified year-round. Flowering, which occurs throughout the year, is the best time for conducting surveys or verifying species identity.

Catesby Lily - Catesby lily, also known as pine lily, is a perennial herb and is the largest of any North American lily. This species prefers open areas in wet pine flatwoods and wet prairie, especially in pitcher plant bog with sphagnum. Unlike most lily species, pine lilies require warm, moist, acidic soil, and will grow in saturated soil conditions. This species requires a fire regime that includes frequent (2-3 year) fire to maintain and promote the open grassy habitats that it favors, with most fire occurring during the growing season. This species thrives with disturbance from fire demonstrating a more vigorous flowering. Soil and hydrologic disturbances negatively affect this species; therefore, staff should limit the impact of disruptive activities and maintain and restore the natural hydrology where practicable. Flowering, which occurs from August to November, is the best time for conducting surveys or verifying species identity.

Nodding Club-moss - Nodding club-moss is an erect many branched fern-ally that gives the appearance of tiny tree that prefers mesic flatwoods, seepage slope, and wet flatwoods. This species does not require fire. However, its preferred habitats require periodic fire that reduces woody encroachment. Illegal collecting and habitat alteration negatively affect this species; therefore, staff should protect known occurrences from collection and alteration. Flowering, which occurs throughout the year, is the best time for conducting surveys or verifying species identity.

Florida Beargrass - Florida beargrass, endemic to Florida, is a dioecious perennial herb that prefers open sunny areas in dry prairie, mesic flatwoods, wet flatwoods, and wet prairie. This species is commonly associated with blueberries (*Vaccinium* spp.), huckleberries (*Gaylussacia* spp.), and Lyonias (*Lyonia* spp.). Florida beargrass requires fire to survive, and prescribed fire should occur with a frequency that reduces the encroachment of woody species and creates open areas allowing sunlight to reach the ground. This species responds to fire with increased flowering 1-year post fire, and flowering dramatically reduces over subsequent years without fire. Fire suppression and hydrologic disturbances negatively affect this species; therefore, staff should avoid constructing firebreaks in ecotones, maintain and restore natural hydrology, and apply natural community specific fire regimes. The best time for conducting surveys or verifying species identity is during flowering, which occurs from June to August.

Cinnamon Fern and Royal Fern (*O. regalis*) - These ferns, state Commercially Exploited, are terrestrial ferns that occur in many natural communities in Florida, both wet and dry. While these species grow in many communities that FWC typically does not actively manage, if conducting management activities near known occurrences, staff should make efforts to protect known occurrences from chemical and mechanical treatments. These species do not require fire. However, some of the natural communities in which these species occur are fire adapted, and these ferns resprout after fire. Illegal collecting and hydrological disturbances negatively affect these species; therefore, staff should protect areas with known occurrences, and staff should maintain and restore the natural hydrology where practicable. As fronds are present year-round, these species can be identified throughout the year.

Blue-Flowered Butterwort and Yellow-Flowered Butterwort (*P. lutea*) - These butterworts are perennial, carnivorous herbs that spend much of their life cycle as basal rosettes. They prefer open moist to wet sandy-peaty soils of pine flatwoods, wet prairie, and seepage bog and may occupy moist to wet ditches and roadsides. However, yellow-flowered butterwort frequently occupies somewhat drier habitats than other *Pinguicula* species. These species need a fire regime that includes frequent (2-3 years) growing season fires that reduce the encroachment of woody species and create open areas allowing sunlight to reach the ground. Soil and hydrologic disturbances negatively affect these species; therefore, staff should maintain and restore the natural hydrology where practicable and avoid using heavy machinery in wetlands with known occurrences of this species. Flowering, which occurs primarily from February to April, is the best time for conducting surveys or verifying species identity.

Rose Pogonia - Rose pogonia is a perennial terrestrial orchid that prefers sunny openings in meadows and prairie, wet woods, wet pine flatwoods, pine savannas, seepage slope, sphagnum bog, and cypress swamp with acidic soils. This species may occur along sandy stream banks and along wet roadside ditches. This species needs a fire regime that includes frequent (2-3 years) growing season fires that reduce the encroachment of woody species and creates open areas allowing sunlight to reach the ground. Soil and hydrologic disturbances negatively affect this species; therefore, staff should maintain and restore the natural hydrology and avoid using heavy machinery in wetlands. Flowering, which occurs primarily from March to May, is the best time for conducting surveys or verifying species identity.

Lace-lip Ladies' Tresses (*Spiranthes laciniata)* - Lace-lip ladies' tresses is a perennial orchid that prefers open areas in depression marsh, dome swamp, hydric hammock, marl prairie, mesic flatwoods, slough, slough marsh, wet flatwoods, and wet prairie. This species may occur along dry to moist roadsides and ditches. The specific fire requirements are unknown for this species. However, since this species occurs in fire-maintained communities, a fire regime that includes frequent growing season fires that reduce the encroachment of woody species and fires allowed to naturally enter and extinguish in wetlands and ecotones will be beneficial for this species. Hydrological disturbances and illegal collecting negatively affect this species; therefore, staff should maintain and restore the natural hydrology where practicable and protect known occurrences. Flowering, which occurs from late May to August, is the best time for conducting surveys or verifying species identity. However, if staff plan on making opportunistic observations for this species, they may need to react when they notice blooming, since this species has a short blooming period (10-40 days).

Long-lip Ladies' Tresses (*Spiranthes longilabris*)- Long-lip ladies' tresses is a perennial orchid that prefers open areas in depression marsh, dome swamp, hydric hammock, marl prairie, mesic flatwoods, slough, slough marsh, wet flatwoods, and wet prairie. This species may occur along dry to moist roadsides and ditches. The specific fire requirements are unknown for this species. However, since this species occurs in fire-maintained communities, a fire regime that includes frequent growing season fires that reduce the encroachment of woody species, and fires allowed to naturally enter and extinguish in wetlands and ecotones will be beneficial for this species.

Hydrological disturbances and illegal collecting negatively affect this species; therefore, staff should maintain and restore the natural hydrology where practicable and protect known occurrences. Flowering, which occurs from late October to December, is the best time for conducting surveys or verifying species identity. However, if staff plan on making opportunistic observations for this species, they may need to react when they notice blooming, since this species has a short blooming period (10-40 days).

Southern Ladies' Tresses - Southern ladies' tresses is a perennial orchid that prefers open areas in basin marsh, pine rockland, marl prairie, edge of rockland hammock, and mesic flatwoods. This species may occur along dry to moist roadsides and ditches. The specific fire requirements are unknown for this species. However, since this species occurs in fire-maintained communities, a fire regime that includes frequent growing season fires that reduce the encroachment of woody species and fires allowed to naturally enter and extinguish in wetlands and ecotones will be beneficial for this species. Hydrological disturbances and illegal collecting negatively affect this species; therefore, staff should maintain and restore the natural hydrology where practicable and protect known occurrences. Flowering, which occurs from late May to July, is the best time for conducting surveys or verifying species identity. However, if staff plan on making opportunistic observations for this species, they may need to react when they notice blooming, since this species has a short blooming period (10-40 days).

Leafless Beaked Orchid - Leafless beaked orchid is a terrestrial perennial orchid that prefers dry to wet areas with full sunlight to partial shade in basin swamp, dome swamp, floodplain swamp, hydric hammock, mesic flatwoods, mesic hammock, sandhill, wet flatwoods, wet prairie, and strand swamp. This species may occur along dry to wet roadsides and ditches. The specific fire requirements are unknown for this species. However, since this species occurs in mesic flatwoods, sandhill, and wet prairie, a fire regime that includes frequent (2-3 year) growing season fires that reduce the encroachment of woody species will be beneficial for this species when they occur in these natural communities. Fire suppression and hydrologic disturbances negatively affect this species; therefore, staff should avoid constructing firebreaks in ecotones, maintain and restore natural hydrology, and apply natural community specific fire regimes. Flowering, which occurs from late March to July, is the best time for conducting surveys or verifying species identity.

Inflated and Reflexed Wildpine, Common Wild-pine (*T. fasciculata*), and Giant Wild-pine (*T. utriculata*) - Airplants occur in many natural communities in Florida, both wet and dry. Most airplants are primarily epiphytes (plants that grow harmlessly upon another plant and derive their moisture and nutrients from the air, rain, and sometimes from debris accumulating around them) that grow on stumps, tree trunks, and branches. However, large individuals may fall to the ground and successfully continue to live. While many airplants grow in communities that FWC typically does not actively manage, if conducting management activities near known occurrences, staff should make efforts to protect the plant and host plant from fire, chemicals, and mechanical treatments. When an individual plant occurs in a fire-maintained habitat, prior to conducting a prescribed fire, to the extent practicable, staff should take appropriate actions to protect known occurrences. Airplants are experiencing massive population losses due to the Mexican bromeliad weevil (*Metamasius callizona*), an exotic pest, making the protection and management of these

plants from other threats all the more critical. Flowering, which occurs throughout the year (majority of flowering occurs from early spring to early fall), is the best time for conducting surveys or verifying species identity.

Florida Arrowroot (*Zamia integrifolia*) - Florida Arrowroot is a gymnosperm that produces seeds without flowers and is an evergreen Cycad in the Zamiaceae family, which is 'relict' genera that predate the dinosaurs. This species prefers moist, sunny to shaded areas in hydric hammock, maritime hammock, mesic flatwoods, mesic hammock, sandhill, scrub, scrubby flatwoods, shell mounds, upland hardwood forest, and xeric hammock. Florida arrowroot does not require fire. However, some of the natural communities in which this species occurs are fire adapted, and Florida arrowroot's thick, underground stems make it resistant to fires as this species resprouts after fire. Illegal collecting and intensive forestry practices, such as site preparation that involves drastic soil disturbance, negatively affect this species; therefore, staff should protect areas with known occurrences and, if evidence of illegal activities is observed, notify the appropriate authorities. This species is identifiable while producing cones, which occurs throughout the year, with the heaviest production occurring primarily from December-March.

Simpson's Zephyr-lily - Simpson's zephyr-lily is a perennial herb that prefers open-canopied mesic and wet flatwoods. However, this species may occur in bottomland forest, hydric hammock, mesic hammock, upland hardwood forest, upland mixed forest, and wet prairie. This species does not require fire. However, it vigorously flowers following fires. Hydrological disturbances, illegal collecting, and fire suppression in flatwoods negatively affect this species; therefore, staff should maintain and restore the natural hydrology where practicable and protect areas with known occurrences. Prescribed fire conducted within flatwoods should occur with a frequency that will create or maintain open areas, limit the shrub layer, and encourage diverse herbaceous cover. Flowering, which occurs from late February to May, is the best time for conducting surveys or verifying species identity.

11.8 Soil Series Descriptions

Map Unit Description

Charlotte County, Florida

[Minor map unit components are excluded from this report]

Map unit: 2 - Canaveral fine sand, 0 to 2 percent slopes

Component: Canaveral (95%)

The Canaveral component makes up 95 percent of the map unit. Slopes are 0 to 2 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 4 - Canaveral fine sand-Urban land complex, 0 to 2 percent slopes

Component: Canaveral (50%)

The Canaveral component makes up 50 percent of the map unit. Slopes are 0 to 2 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (45%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 5 - Captiva fine sand, frequently ponded, 0 to 1 percent slopes

Component: Captiva (92%)

The Captiva component makes up 92 percent of the map unit. Slopes are 0 to 1 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 3 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a very slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 10 within 30 inches of the soil surface.

Map unit: 6 - Brynwood fine sand, wet, 0 to 2 percent slopes

Component: Brynwood (85%)

The Brynwood component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 7 - Matlacha gravelly fine sand-Urban land complex, 0 to 2 percent slopes

Component: Matlacha (48%)

The Matlacha component makes up 48 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (42%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 8 - Brynwood fine sand, tidal, 0 to 2 percent slopes

Component: Brynwood, tidal (90%)

The Brynwood, tidal component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 9 - EauGallie sand, 0 to 2 percent slopes

Component: EauGallie (87%)

The EauGallie component makes up 87 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 10 - Pompano fine sand, 0 to 2 percent slopes

Component: Pompano (80%)

The Pompano component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 11 - Myakka fine sand, 0 to 2 percent slopes

Component: Myakka (85%)

The Myakka component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine

Map unit: 11 - Myakka fine sand, 0 to 2 percent slopes

Component: Myakka (85%)

terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 12 - Felda fine sand, 0 to 2 percent slopes

Component: Felda (85%)

The Felda component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 13 - Cypress Lake fine sand, 0 to 2 percent slopes

Component: Cypress Lake (80%)

The Cypress Lake component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 14 - Valkaria fine sand, 0 to 2 percent slopes

Component: Valkaria (85%)

The Valkaria component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 15 - Estero muck, tidal, 0 to 1 percent slopes

Component: Estero, tidal (90%)

The Estero, tidal component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of thin herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 16 - Peckish mucky fine sand, tidal, 0 to 1 percent slopes

Component: Peckish, tidal (85%)

The Peckish, tidal component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 10 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a strongly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 17 - Daytona sand, 0 to 5 percent slopes

Component: Daytona (85%)

The Daytona component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 18 - Matlacha gravelly fine sand, limestone substratum, 0 to 2 perent slopes

Component: Matlacha, limestone substratum (88%)

The Matlacha, limestone substratum component makes up 88 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 36 to 80 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during January, February, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 19 - Gator muck, frequently ponded, 0 to 1 percent slopes

Component: Gator (83%)

The Gator component makes up 83 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 20 - Terra Ceia muck, frequently ponded, 0 to 1 percent slopes

Component: Terra Ceia (80%)

The Terra Ceia component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of herbaceous organic material. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A

Map unit: 20 - Terra Ceia muck, frequently ponded, 0 to 1 percent slopes

Component: Terra Ceia (80%)

seasonal zone of water saturation is at 0 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 22 - Beaches

Component: Beaches (95%)

Generated brief soil descriptions are created for major soil components. The Beaches is a miscellaneous area.

Map unit: 23 - Wulfert muck, tidal, 0 to 1 percent slopes

Component: Wulfert, tidal (90%)

The Wulfert, tidal component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 24 - Kesson fine sand, tidal, 0 to 1 percent slopes

Component: Kesson, tidal (88%)

The Kesson, tidal component makes up 88 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 25 - St. Augustine, organic substratum-Urban land complex, 0 to 2 percent slopes

Component: St. Augustine, organic substratum (45%)

The St. Augustine, organic substratum component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on filled marshlands on marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over herbaceous organic material. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 26 - Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes

Component: Pineda (45%)

The Pineda component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Pineda, wet (40%)

The Pineda, wet component makes up 40 percent of the map unit. Slopes are 0 to 1 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 27 - Pompano fine sand, frequently ponded, 0 to 1 percent slopes

Component: Pompano (90%)

The Pompano component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 2 within 30 inches of the soil surface.

Map unit: 28 - Immokalee sand, 0 to 2 percent slopes

Component: Immokalee (85%)

The Immokalee component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 29 - Punta fine sand, 0 to 2 percent slopes

Component: Punta (90%)

The Punta component makes up 90 percent of the map unit. Slopes are 1 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 33 - Oldsmar sand, 0 to 2 percent slopes

Component: Oldsmar (85%)

The Oldsmar component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 34 - Malabar fine sand, 0 to 2 percent slopes

Component: Malabar (85%)

The Malabar component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 35 - Wabasso sand, 0 to 2 percent slopes

Component: Wabasso (85%)

The Wabasso component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer, strongly contrasting textural stratification, is 9 to 50 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 36 - Immokalee sand-Urban land complex, 0 to 2 percent slopes

Component: Immokalee (43%)

The Immokalee component makes up 43 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (35%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 37 - Satellite fine sand, 0 to 2 percent slopes

Component: Satellite (85%)

The Satellite component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 38 - Isles fine sand, 0 to 1 percent slopes, frequently flooded

Component: Isles (83%)

The Isles component makes up 83 percent of the map unit. Slopes are 0 to 1 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 62 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 6 within 30 inches of the soil surface.

Map unit: 39 - Isles fine sand, frequently ponded, 0 to 1 percent slopes

Component: Isles (80%)

The Isles component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 22 to 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 6 within 30 inches of the soil surface.

Map unit: 40 - Anclote sand, frequently ponded, 0 to 1 percent slopes

Component: Anclote (85%)

The Anclote component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 41 - Valkaria fine sand, frequently ponded, 0 to 1 percent slopes

Component: Valkaria (93%)

The Valkaria component makes up 93 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of

Map unit: 41 - Valkaria fine sand, frequently ponded, 0 to 1 percent slopes

Component: Valkaria (93%)

the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 42 - Wabasso sand, limestone substratum, 0 to 2 percent slopes

Component: Wabasso, limestone substratum (85%)

The Wabasso, limestone substratum component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 13 to 54 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 43 - Smyrna fine sand, 0 to 2 percent slopes

Component: Smyrna (85%)

The Smyrna component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 44 - Malabar fine sand, frequently ponded, 0 to 1 percent slopes

Component: Malabar (90%)

The Malabar component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 45 - Copeland fine sandy loam, frequently ponded, 0 to 1 percent slopes

Component: Copeland (90%)

The Copeland component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 10 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 48 - St. Augustine sand, 0 to 2 percent slopes

Component: St. Augustine (90%)

The St. Augustine component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills on marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 49 - Felda fine sand, frequently ponded, 0 to 1 percent slopes

Component: Felda (85%)

The Felda component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 50 - Oldsmar fine sand, limestone substratum, 0 to 2 percent slopes

Component: Oldsmar, limestone substratum (85%)

The Oldsmar, limestone substratum component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 79 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 51 - Floridana sand, frequently ponded, 0 to 2 percent slopes

Component: Floridana (85%)

The Floridana component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 53 - Myakka fine sand, frequently ponded, 0 to 1 percent slopes

Component: Myakka (85%)

The Myakka component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A

Map unit: 53 - Myakka fine sand, frequently ponded, 0 to 1 percent slopes

Component: Myakka (85%)

seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 55 - Cocoa fine sand, 0 to 2 percent slopes

Component: Cocoa (85%)

The Cocoa component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 56 - Isles muck, tidal, 0 to 1 percent slopes

Component: Isles, tidal (85%)

The Isles, tidal component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 60 inches (depth from the mineral surface is 40 to 55 inches). The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 57 - Cypress Lake fine sand, tidal, 0 to 1 percent slopes

Component: Cypress Lake, tidal (85%)

The Cypress Lake, tidal component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 59 - Urban land, 0 to 2 percent slopes

Component: Urban land (85%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 61 - Orsino fine sand, 0 to 5 percent slopes

Component: Orsino (82%)

The Orsino component makes up 82 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is

Map unit: 61 - Orsino fine sand, 0 to 5 percent slopes

Component: Orsino (82%)

greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 62 - Winder sand, frequently ponded, 0 to 1 percent slopes

Component: Winder (85%)

The Winder component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 63 - Malabar fine sand, high, 0 to 2 percent slopes

Component: Malabar, high (85%)

The Malabar, high component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY003FL South Florida Flatwoods ecological site. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 64 - Brynwood fine sand, wet-Urban land complex, 0 to 2 percent slopes

Component: Brynwood (45%)

The Brynwood component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (33%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 66 - Caloosa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Caloosa (45%)

The Caloosa component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on dredge spoil banks on marine terraces on coastal plains. The parent material consists of sandy and clayey dredge spoils. Depth to a root restrictive layer, strongly contrasting textural stratification, is 13 to 47 inches. The natural drainage class is somewhat poorly drained. Water movement in

Map unit: 66 - Caloosa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Caloosa (45%)

the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is high. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 67 - Smyrna fine sand-Urban land complex, 0 to 2 percent slopes

Component: Smyrna (45%)

The Smyrna component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 69 - Matlacha gravelly fine sand, 0 to 2 percent slopes

Component: Matlacha (90%)

The Matlacha component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 70 - Heights fine sand, 0 to 2 percent slopes

Component: Heights (87%)

The Heights component makes up 87 percent of the map unit. Slopes are 0 to 1 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 3 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 72 - Bradenton fine sand, 0 to 2 percent slopes

Component: Bradenton (85%)

The Bradenton component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 73 - Pineda fine sand, frequently ponded, 0 to 1 percent slopes

Component: Pineda (90%)

The Pineda component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 74 - Cypress Lake fine sand, slough, 0 to 1 percent slopes

Component: Cypress Lake (85%)

The Cypress Lake component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 75 - Brynwood fine sand, slough, 0 to 1 percent slopes

Component: Brynwood, slough (88%)

The Brynwood, slough component makes up 88 percent of the map unit. Slopes are 0 to 1 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 76 - Electra fine sand, 0 to 2 percent slopes

Component: Electra (83%)

The Electra component makes up 83 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in

Map unit: 76 - Electra fine sand, 0 to 2 percent slopes

Component: Electra (83%)

the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 77 - Pineda fine sand, limestone substratum, 0 to 2 percent slopes

Component: Pineda, limestone substratum (83%)

The Pineda, limestone substratum component makes up 83 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 80 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 78 - Chobee muck, frequently ponded, 0 to 1 percent slopes

Component: Chobee (90%)

The Chobee component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions, marine terraces on coastal plains. The parent material consists of loamy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface.

Map unit: 99 - Water

Component: Water (100%)

Generated brief soil descriptions are created for major soil components. The Water is a miscellaneous area.

Map unit: 100 - Waters of the Gulf of Mexico

Component: Water of the Gulf of Mexico (100%)

Generated brief soil descriptions are created for major soil components. The Water of the Gulf of Mexico is a miscellaneous area.

Map unit: 101 - Anclote sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Anclote (44%)

The Anclote component makes up 44 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 3 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 101 - Anclote sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Urban land (39%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 102 - Cypress Lake fine sand-Urban land complex, 0 to 2 percent slopes

Component: Cypress Lake (42%)

The Cypress Lake component makes up 42 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (36%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 103 - Cypress Lake fine sand, tidal-Urban land complex, 0 to 2 percent slopes

Component: Cypress Lake, tidal (45%)

The Cypress Lake, tidal component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 104 - Captiva fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Captiva (48%)

The Captiva component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a very slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 10 within 30 inches of the soil surface.

Component: Urban land (42%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 105 - Copeland fine sandy loam, ponded-Urban land complex, 0 to 1 percent slopes

Component: Copeland (48%)

The Copeland component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 10 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 106 - Daytona sand-Urban land complex, 0 to 5 percent slopes

Component: Daytona (45%)

The Daytona component makes up 45 percent of the map unit. Slopes are 0 to 5 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 107 - EauGallie sand-Urban land complex, 0 to 2 percent slopes

Component: EauGallie (45%)

The EauGallie component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 108 - Electra fine sand-Urban land complex, 0 to 2 percent slopes

Component: Electra (45%)

The Electra component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded.

Map unit: 108 - Electra fine sand-Urban land complex, 0 to 2 percent slopes

Component: Electra (45%)

A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 109 - Estero muck, tidal-Urban land complex, 0 to 1 percent slopes

Component: Estero, tidal (48%)

The Estero, tidal component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of thin herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 110 - Felda fine sand-Urban land complex, 0 to 2 percent slopes

Component: Felda (45%)

The Felda component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 111 - Felda fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Felda (45%)

The Felda component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 111 - Felda fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 112 - Floridana sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Floridana (45%)

The Floridana component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 113 - Brynwood fine sand, tidal-Urban land complex, 0 to 2 percent slopes

Component: Brynwood, tidal (48%)

The Brynwood, tidal component makes up 48 percent of the map unit. Slopes are 0 to 2 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 114 - Heights fine sand-Urban land complex, 0 to 1 percent slopes

Component: Heights (47%)

The Heights component makes up 47 percent of the map unit. Slopes are 0 to 1 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 3 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 115 - Isles muck, tidal-Urban land complex, 0 to 1 percent slopes

Component: Isles, tidal (45%)

The Isles, tidal component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 60 inches (depth from the mineral surface is 40 to 55 inches). The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 116 - Isles fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Isles (43%)

The Isles component makes up 43 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 22 to 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 6 within 30 inches of the soil surface.

Component: Urban land (35%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 117 - Isles fine sand, flooded-Urban land complex, 0 to 1 percent slopes

Component: Isles (45%)

The Isles component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 62 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 6 within 30 inches of the soil surface.

Component: Urban land (36%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 118 - Kesson fine sand, tidal-Urban land complex, 0 to 1 percent slopes

Component: Kesson, tidal (48%)

The Kesson, tidal component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than

Map unit: 118 - Kesson fine sand, tidal-Urban land complex, 0 to 1 percent slopes

Component: Kesson, tidal (48%)

60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 119 - Malabar fine sand-Urban land complex, 0 to 2 percent slopes

Component: Malabar (45%)

The Malabar component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 120 - Malabar fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Malabar (48%)

The Malabar component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 121 - Malabar fine sand, high-Urban land complex, 0 to 2 percent slopes

Component: Malabar, high (45%)

The Malabar, high component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in

Map unit: 121 - Malabar fine sand, high-Urban land complex, 0 to 2 percent slopes

Component: Malabar, high (45%)

the surface horizon is about 3 percent. This component is in the R155XY003FL South Florida Flatwoods ecological site. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 122 - Matlacha gravelly fine sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Matlacha, limestone substratum (48%)

The Matlacha, limestone substratum component makes up 48 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 36 to 80 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during January, February, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 123 - Myakka fine sand-Urban land complex, 0 to 2 percent slopes

Component: Myakka (45%)

The Myakka component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 124 - Myakka fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Myakka (45%)

The Myakka component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 124 - Myakka fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 125 - Oldsmar sand-Urban land, 0 to 2 percent slopes

Component: Oldsmar (45%)

The Oldsmar component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 126 - Oldsmar fine sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Oldsmar, limestone substratum (45%)

The Oldsmar, limestone substratum component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 79 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 127 - Orsino fine sand-Urban land complex, 0 to 5 percent slopes

Component: Orsino (45%)

The Orsino component makes up 45 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 128 - Peckish mucky fine sand, tidal-Urban land complex, 0 to 1 percent slopes

Component: Peckish, tidal (45%)

The Peckish, tidal component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 10 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a strongly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 129 - Pineda fine sand-Urban land complex, 0 to 2 percent slopes

Component: Pineda (40%)

The Pineda component makes up 40 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (33%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 130 - Pineda fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Pineda (48%)

The Pineda component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 131 - Pompano fine sand-Urban land compex, 0 to 2 percent slopes

Component: Pompano (42%)

The Pompano component makes up 42 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent.

Map unit: 131 - Pompano fine sand-Urban land compex, 0 to 2 percent slopes

Component: Pompano (42%)

Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (36%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 132 - Pompano fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Pompano (48%)

The Pompano component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 2 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 133 - Punta fine sand-Urban land complex, 0 to 2 percent slopes

Component: Punta (48%)

The Punta component makes up 48 percent of the map unit. Slopes are 1 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 134 - Satellite fine sand-Urban land complex, 0 to 2 percent slopes

Component: Satellite (47%)

The Satellite component makes up 47 percent of the map unit. Slopes are 0 to 2 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 135 - St. Augustine sand-Urban land complex, 0 to 2 percent slopes

Component: St. Augustine (48%)

The St. Augustine component makes up 48 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills on marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (42%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 136 - Valkaria fine sand-Urban land complex, 0 to 2 percent slopes

Component: Valkaria (45%)

The Valkaria component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 137 - Wabasso sand-Urban land complex, 0 to 2 percent slopes

Component: Wabasso (45%)

The Wabasso component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 138 - Wabasso sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Wabasso, limestone substratum (45%)

The Wabasso, limestone substratum component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 13 to 54 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This

Map unit: 138 - Wabasso sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Wabasso, limestone substratum (45%)

soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 139 - Winder sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Winder (45%)

The Winder component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 140 - Wulfert muck, tidal-Urban land complex, 0 to 1 percent slopes

Component: Wulfert, tidal (48%)

The Wulfert, tidal component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 141 - Cocoa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Cocoa (45%)

The Cocoa component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map Unit Description

Charlotte County, Florida

Map unit: 141 - Cocoa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

Map Unit Description

Lee County, Florida

[Minor map unit components are excluded from this report]

Map unit: 2 - Canaveral fine sand, 0 to 2 percent slopes

Component: Canaveral (95%)

The Canaveral component makes up 95 percent of the map unit. Slopes are 0 to 2 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 4 - Canaveral fine sand-Urban land complex, 0 to 2 percent slopes

Component: Canaveral (50%)

The Canaveral component makes up 50 percent of the map unit. Slopes are 0 to 2 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (45%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 5 - Captiva fine sand, frequently ponded, 0 to 1 percent slopes

Component: Captiva (92%)

The Captiva component makes up 92 percent of the map unit. Slopes are 0 to 1 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 3 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a very slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 10 within 30 inches of the soil surface.

Map unit: 6 - Brynwood fine sand, wet, 0 to 2 percent slopes

Component: Brynwood (85%)

The Brynwood component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 7 - Matlacha gravelly fine sand-Urban land complex, 0 to 2 percent slopes

Component: Matlacha (48%)

The Matlacha component makes up 48 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (42%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 8 - Brynwood fine sand, tidal, 0 to 2 percent slopes

Component: Brynwood, tidal (90%)

The Brynwood, tidal component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 9 - EauGallie sand, 0 to 2 percent slopes

Component: EauGallie (87%)

The EauGallie component makes up 87 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 10 - Pompano fine sand, 0 to 2 percent slopes

Component: Pompano (80%)

The Pompano component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 11 - Myakka fine sand, 0 to 2 percent slopes

Component: Myakka (85%)

The Myakka component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine

Map unit: 11 - Myakka fine sand, 0 to 2 percent slopes

Component: Myakka (85%)

terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 12 - Felda fine sand, 0 to 2 percent slopes

Component: Felda (85%)

The Felda component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 13 - Cypress Lake fine sand, 0 to 2 percent slopes

Component: Cypress Lake (80%)

The Cypress Lake component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 14 - Valkaria fine sand, 0 to 2 percent slopes

Component: Valkaria (85%)

The Valkaria component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 15 - Estero muck, tidal, 0 to 1 percent slopes

Component: Estero, tidal (90%)

The Estero, tidal component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of thin herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 16 - Peckish mucky fine sand, tidal, 0 to 1 percent slopes

Component: Peckish, tidal (85%)

The Peckish, tidal component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 10 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a strongly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 17 - Daytona sand, 0 to 5 percent slopes

Component: Daytona (85%)

The Daytona component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 18 - Matlacha gravelly fine sand, limestone substratum, 0 to 2 perent slopes

Component: Matlacha, limestone substratum (88%)

The Matlacha, limestone substratum component makes up 88 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 36 to 80 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during January, February, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 19 - Gator muck, frequently ponded, 0 to 1 percent slopes

Component: Gator (83%)

The Gator component makes up 83 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 20 - Terra Ceia muck, frequently ponded, 0 to 1 percent slopes

Component: Terra Ceia (80%)

The Terra Ceia component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of herbaceous organic material. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A

Map unit: 20 - Terra Ceia muck, frequently ponded, 0 to 1 percent slopes

Component: Terra Ceia (80%)

seasonal zone of water saturation is at 0 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 22 - Beaches

Component: Beaches (95%)

Generated brief soil descriptions are created for major soil components. The Beaches is a miscellaneous area.

Map unit: 23 - Wulfert muck, tidal, 0 to 1 percent slopes

Component: Wulfert, tidal (90%)

The Wulfert, tidal component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 24 - Kesson fine sand, tidal, 0 to 1 percent slopes

Component: Kesson, tidal (88%)

The Kesson, tidal component makes up 88 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 25 - St. Augustine, organic substratum-Urban land complex, 0 to 2 percent slopes

Component: St. Augustine, organic substratum (45%)

The St. Augustine, organic substratum component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on filled marshlands on marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over herbaceous organic material. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 26 - Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes

Component: Pineda (45%)

The Pineda component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Pineda, wet (40%)

The Pineda, wet component makes up 40 percent of the map unit. Slopes are 0 to 1 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 27 - Pompano fine sand, frequently ponded, 0 to 1 percent slopes

Component: Pompano (90%)

The Pompano component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 2 within 30 inches of the soil surface.

Map unit: 28 - Immokalee sand, 0 to 2 percent slopes

Component: Immokalee (85%)

The Immokalee component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 29 - Punta fine sand, 0 to 2 percent slopes

Component: Punta (90%)

The Punta component makes up 90 percent of the map unit. Slopes are 1 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 33 - Oldsmar sand, 0 to 2 percent slopes

Component: Oldsmar (85%)

The Oldsmar component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 34 - Malabar fine sand, 0 to 2 percent slopes

Component: Malabar (85%)

The Malabar component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 35 - Wabasso sand, 0 to 2 percent slopes

Component: Wabasso (85%)

The Wabasso component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer, strongly contrasting textural stratification, is 9 to 50 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 36 - Immokalee sand-Urban land complex, 0 to 2 percent slopes

Component: Immokalee (43%)

The Immokalee component makes up 43 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (35%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 37 - Satellite fine sand, 0 to 2 percent slopes

Component: Satellite (85%)

The Satellite component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 38 - Isles fine sand, 0 to 1 percent slopes, frequently flooded

Component: Isles (83%)

The Isles component makes up 83 percent of the map unit. Slopes are 0 to 1 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 62 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 6 within 30 inches of the soil surface.

Map unit: 39 - Isles fine sand, frequently ponded, 0 to 1 percent slopes

Component: Isles (80%)

The Isles component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 22 to 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 6 within 30 inches of the soil surface.

Map unit: 40 - Anclote sand, frequently ponded, 0 to 1 percent slopes

Component: Anclote (85%)

The Anclote component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 41 - Valkaria fine sand, frequently ponded, 0 to 1 percent slopes

Component: Valkaria (93%)

The Valkaria component makes up 93 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of

Map unit: 41 - Valkaria fine sand, frequently ponded, 0 to 1 percent slopes

Component: Valkaria (93%)

the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 42 - Wabasso sand, limestone substratum, 0 to 2 percent slopes

Component: Wabasso, limestone substratum (85%)

The Wabasso, limestone substratum component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 13 to 54 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 43 - Smyrna fine sand, 0 to 2 percent slopes

Component: Smyrna (85%)

The Smyrna component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 44 - Malabar fine sand, frequently ponded, 0 to 1 percent slopes

Component: Malabar (90%)

The Malabar component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 45 - Copeland fine sandy loam, frequently ponded, 0 to 1 percent slopes

Component: Copeland (90%)

The Copeland component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 10 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 48 - St. Augustine sand, 0 to 2 percent slopes

Component: St. Augustine (90%)

The St. Augustine component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills on marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 49 - Felda fine sand, frequently ponded, 0 to 1 percent slopes

Component: Felda (85%)

The Felda component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 50 - Oldsmar fine sand, limestone substratum, 0 to 2 percent slopes

Component: Oldsmar, limestone substratum (85%)

The Oldsmar, limestone substratum component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 79 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 51 - Floridana sand, frequently ponded, 0 to 2 percent slopes

Component: Floridana (85%)

The Floridana component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 53 - Myakka fine sand, frequently ponded, 0 to 1 percent slopes

Component: Myakka (85%)

The Myakka component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A

Map unit: 53 - Myakka fine sand, frequently ponded, 0 to 1 percent slopes

Component: Myakka (85%)

seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 55 - Cocoa fine sand, 0 to 2 percent slopes

Component: Cocoa (85%)

The Cocoa component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 56 - Isles muck, tidal, 0 to 1 percent slopes

Component: Isles, tidal (85%)

The Isles, tidal component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 60 inches (depth from the mineral surface is 40 to 55 inches). The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 57 - Cypress Lake fine sand, tidal, 0 to 1 percent slopes

Component: Cypress Lake, tidal (85%)

The Cypress Lake, tidal component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Map unit: 59 - Urban land, 0 to 2 percent slopes

Component: Urban land (85%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 61 - Orsino fine sand, 0 to 5 percent slopes

Component: Orsino (82%)

The Orsino component makes up 82 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is

Map unit: 61 - Orsino fine sand, 0 to 5 percent slopes

Component: Orsino (82%)

greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 62 - Winder sand, frequently ponded, 0 to 1 percent slopes

Component: Winder (85%)

The Winder component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 63 - Malabar fine sand, high, 0 to 2 percent slopes

Component: Malabar, high (85%)

The Malabar, high component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY003FL South Florida Flatwoods ecological site. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 64 - Brynwood fine sand, wet-Urban land complex, 0 to 2 percent slopes

Component: Brynwood (45%)

The Brynwood component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (33%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 66 - Caloosa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Caloosa (45%)

The Caloosa component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on dredge spoil banks on marine terraces on coastal plains. The parent material consists of sandy and clayey dredge spoils. Depth to a root restrictive layer, strongly contrasting textural stratification, is 13 to 47 inches. The natural drainage class is somewhat poorly drained. Water movement in

Map unit: 66 - Caloosa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Caloosa (45%)

the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is high. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 67 - Smyrna fine sand-Urban land complex, 0 to 2 percent slopes

Component: Smyrna (45%)

The Smyrna component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 69 - Matlacha gravelly fine sand, 0 to 2 percent slopes

Component: Matlacha (90%)

The Matlacha component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 70 - Heights fine sand, 0 to 2 percent slopes

Component: Heights (87%)

The Heights component makes up 87 percent of the map unit. Slopes are 0 to 1 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 3 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 72 - Bradenton fine sand, 0 to 2 percent slopes

Component: Bradenton (85%)

The Bradenton component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 73 - Pineda fine sand, frequently ponded, 0 to 1 percent slopes

Component: Pineda (90%)

The Pineda component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 74 - Cypress Lake fine sand, slough, 0 to 1 percent slopes

Component: Cypress Lake (85%)

The Cypress Lake component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 75 - Brynwood fine sand, slough, 0 to 1 percent slopes

Component: Brynwood, slough (88%)

The Brynwood, slough component makes up 88 percent of the map unit. Slopes are 0 to 1 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 76 - Electra fine sand, 0 to 2 percent slopes

Component: Electra (83%)

The Electra component makes up 83 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in

Map unit: 76 - Electra fine sand, 0 to 2 percent slopes

Component: Electra (83%)

the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 77 - Pineda fine sand, limestone substratum, 0 to 2 percent slopes

Component: Pineda, limestone substratum (83%)

The Pineda, limestone substratum component makes up 83 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 80 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 99 - Water

Component: Water (100%)

Generated brief soil descriptions are created for major soil components. The Water is a miscellaneous area.

Map unit: 100 - Waters of the Gulf of Mexico

Component: Water of the Gulf of Mexico (100%)

Generated brief soil descriptions are created for major soil components. The Water of the Gulf of Mexico is a miscellaneous area.

Map unit: 101 - Anclote sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Anclote (44%)

The Anclote component makes up 44 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 3 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (39%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 102 - Cypress Lake fine sand-Urban land complex, 0 to 2 percent slopes

Component: Cypress Lake (42%)

The Cypress Lake component makes up 42 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is

Map unit: 102 - Cypress Lake fine sand-Urban land complex, 0 to 2 percent slopes

Component: Cypress Lake (42%)

not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (36%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 103 - Cypress Lake fine sand, tidal-Urban land complex, 0 to 2 percent slopes

Component: Cypress Lake, tidal (45%)

The Cypress Lake, tidal component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 104 - Captiva fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Captiva (48%)

The Captiva component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a very slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 10 within 30 inches of the soil surface.

Component: Urban land (42%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 105 - Copeland fine sandy loam, ponded-Urban land complex, 0 to 1 percent slopes

Component: Copeland (48%)

The Copeland component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 10 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 105 - Copeland fine sandy loam, ponded-Urban land complex, 0 to 1 percent slopes

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 106 - Daytona sand-Urban land complex, 0 to 5 percent slopes

Component: Daytona (45%)

The Daytona component makes up 45 percent of the map unit. Slopes are 0 to 5 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 107 - EauGallie sand-Urban land complex, 0 to 2 percent slopes

Component: EauGallie (45%)

The EauGallie component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 108 - Electra fine sand-Urban land complex, 0 to 2 percent slopes

Component: Electra (45%)

The Electra component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 109 - Estero muck, tidal-Urban land complex, 0 to 1 percent slopes

Component: Estero, tidal (48%)

The Estero, tidal component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of thin herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 110 - Felda fine sand-Urban land complex, 0 to 2 percent slopes

Component: Felda (45%)

The Felda component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 111 - Felda fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Felda (45%)

The Felda component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 112 - Floridana sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Floridana (45%)

The Floridana component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low.

Map unit: 112 - Floridana sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Floridana (45%)

Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 115 - Isles muck, tidal-Urban land complex, 0 to 1 percent slopes

Component: Isles, tidal (45%)

The Isles, tidal component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 60 inches (depth from the mineral surface is 40 to 55 inches). The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 116 - Isles fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Isles (43%)

The Isles component makes up 43 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 22 to 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 6 within 30 inches of the soil surface.

Component: Urban land (35%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 118 - Kesson fine sand, tidal-Urban land complex, 0 to 1 percent slopes

Component: Kesson, tidal (48%)

The Kesson, tidal component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 8w.

Map unit: 118 - Kesson fine sand, tidal-Urban land complex, 0 to 1 percent slopes

Component: Kesson, tidal (48%)

This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 119 - Malabar fine sand-Urban land complex, 0 to 2 percent slopes

Component: Malabar (45%)

The Malabar component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 120 - Malabar fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Malabar (48%)

The Malabar component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY011FL Slough ecological site. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 121 - Malabar fine sand, high-Urban land complex, 0 to 2 percent slopes

Component: Malabar, high (45%)

The Malabar, high component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. This component is in the R155XY003FL South Florida Flatwoods ecological site. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 121 - Malabar fine sand, high-Urban land complex, 0 to 2 percent slopes

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 122 - Matlacha gravelly fine sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Matlacha, limestone substratum (48%)

The Matlacha, limestone substratum component makes up 48 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills, marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 36 to 80 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during January, February, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 123 - Myakka fine sand-Urban land complex, 0 to 2 percent slopes

Component: Myakka (45%)

The Myakka component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 124 - Myakka fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Myakka (45%)

The Myakka component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 125 - Oldsmar sand-Urban land, 0 to 2 percent slopes

Component: Oldsmar (45%)

The Oldsmar component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 126 - Oldsmar fine sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Oldsmar, limestone substratum (45%)

The Oldsmar, limestone substratum component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 79 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 127 - Orsino fine sand-Urban land complex, 0 to 5 percent slopes

Component: Orsino (45%)

The Orsino component makes up 45 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits and/or eolian deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 50 inches during June, July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 128 - Peckish mucky fine sand, tidal-Urban land complex, 0 to 1 percent slopes

Component: Peckish, tidal (45%)

The Peckish, tidal component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A

Map unit: 128 - Peckish mucky fine sand, tidal-Urban land complex, 0 to 1 percent slopes

Component: Peckish, tidal (45%)

seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 10 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a strongly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 129 - Pineda fine sand-Urban land complex, 0 to 2 percent slopes

Component: Pineda (40%)

The Pineda component makes up 40 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (33%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 130 - Pineda fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Pineda (48%)

The Pineda component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 131 - Pompano fine sand-Urban land compex, 0 to 2 percent slopes

Component: Pompano (42%)

The Pompano component makes up 42 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 131 - Pompano fine sand-Urban land compex, 0 to 2 percent slopes

Component: Urban land (36%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 132 - Pompano fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Pompano (48%)

The Pompano component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 2 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 133 - Punta fine sand-Urban land complex, 0 to 2 percent slopes

Component: Punta (48%)

The Punta component makes up 48 percent of the map unit. Slopes are 1 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 134 - Satellite fine sand-Urban land complex, 0 to 2 percent slopes

Component: Satellite (47%)

The Satellite component makes up 47 percent of the map unit. Slopes are 0 to 2 percent. This component is on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 135 - St. Augustine sand-Urban land complex, 0 to 2 percent slopes

Component: St. Augustine (48%)

The St. Augustine component makes up 48 percent of the map unit. Slopes are 0 to 2 percent. This component is on fills on marine terraces on coastal plains. The parent material consists of sandy mine spoil or earthy fill over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (42%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 136 - Valkaria fine sand-Urban land complex, 0 to 2 percent slopes

Component: Valkaria (45%)

The Valkaria component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 137 - Wabasso sand-Urban land complex, 0 to 2 percent slopes

Component: Wabasso (45%)

The Wabasso component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 138 - Wabasso sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Wabasso, limestone substratum (45%)

The Wabasso, limestone substratum component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 13 to 54 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This

Map unit: 138 - Wabasso sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Wabasso, limestone substratum (45%)

soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 139 - Winder sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Winder (45%)

The Winder component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is moderate. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 140 - Wulfert muck, tidal-Urban land complex, 0 to 1 percent slopes

Component: Wulfert, tidal (48%)

The Wulfert, tidal component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on tidal marshes on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is very frequently flooded. It is not ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 8w. This soil meets hydric criteria. The soil has a moderately saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 25 within 30 inches of the soil surface.

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 141 - Cocoa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Cocoa (45%)

The Cocoa component makes up 45 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 20 to 40 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. Nonirrigated land capability classification is 3s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 141 - Cocoa fine sand-Urban land complex, 0 to 2 percent slopes

Component: Urban land (40%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 142 - Cypress Lake fine sand, slough-Urban land complex, 0 to 1 percent slopes

Component: Cypress Lake (44%)

The Cypress Lake component makes up 44 percent of the map unit. Slopes are 0 to 1 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 8 to 40 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (39%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 143 - Bradenton fine sand-Urban land complex, 0 to 2 percent slopes

Component: Bradenton (44%)

The Bradenton component makes up 44 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 2 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (39%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 144 - Caloosa fine sand, 0 to 2 percent slopes

Component: Caloosa (85%)

The Caloosa component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on dredge spoil banks on marine terraces on coastal plains. The parent material consists of sandy and clayey dredge spoils. Depth to a root restrictive layer, strongly contrasting textural stratification, is 13 to 47 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is high. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map unit: 145 - Gator muck, ponded-Urban land complex, 0 to 1 percent slopes

Component: Gator (41%)

The Gator component makes up 41 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (37%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 146 - Brynwood fine sand, slough-Urban land complex, 0 to 1 percent slopes

Component: Brynwood, slough (45%)

The Brynwood, slough component makes up 45 percent of the map unit. Slopes are 0 to 1 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 2 to 20 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (41%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 147 - Pineda fine sand, limestone substratum-Urban land complex, 0 to 2 percent slopes

Component: Pineda, limestone substratum (43%)

The Pineda, limestone substratum component makes up 43 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits over limestone. Depth to a root restrictive layer, bedrock, lithic, is 40 to 80 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (38%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 148 - Terra Ceia muck, ponded-Urban land complex, 0 to 1 percent sloeps

Component: Terra Ceia (43%)

The Terra Ceia component makes up 43 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of herbaceous organic material. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water

Map unit: 148 - Terra Ceia muck, ponded-Urban land complex, 0 to 1 percent sloeps

Component: Terra Ceia (43%)

to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (37%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map unit: 149 - Valkaria fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Component: Valkaria (48%)

The Valkaria component makes up 48 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (42%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

11.9 Land Management Review

2024 Land Management Review Team Report for Babcock-Webb Wildlife Management Area

Table of Contents

Introduction 2

Property Reviewed in this Report 3

Property Map 3

Overview of Land Management Review Results 4

Consensus Commendations for the Managing Agency 4

Consensus Recommendations to the Managing Agency 4

Field Review Details 4

Field Review Checklist Findings 5

Items Requiring Improvement Actions in the Field 5

Field Review Checklist and Scores 5

Land Management Plan Review Details 6

Items Requiring Improvements in the Management Plan 8

Management Plan Review Checklist and Scores 8

Appendix A: Scoring System Detail 12

Introduction

Section 259.036, F.S. requires a periodic on-site review of conservation and recreation lands titled in the name of the Board of Trustees to determine (1) whether the lands are being managed for the purposes for which they were acquired and (2) whether they are being managed in accordance with their land management plan adopted pursuant to s. 259.032, F.S. In cases where the managed areas exceed 1,000 acres in size, such a review must be scheduled at least every five years. In conducting this review, a statutorily constructed review team "shall evaluate the extent to which the existing management plan provides sufficient protection to threatened or endangered species, unique or important natural or physical features, geological or hydrological functions or archaeological features. The review shall also evaluate the extent to which the land is being managed for the purposes for which it was acquired and the degree to which actual management practices, including public access, are in compliance with the adopted management plan."

The land management review teams are coordinated by the Division of State Lands and consist of representatives from the Division of Recreation and Parks (DEP), the Florida Forest Service (DACS), the Fish and Wildlife Conservation Commission, the local government in which the property is located, the DEP District in which the parcel is located, the local soil and water conservation district or jurisdictional water management district, a conservation organization member, and a local private land manager.

Each Land Management Review Report is divided into three sections. Section 1 provides the details of the property being reviewed as well as the overall results of the report. Section 2 provides details of the Field Review, in which the Review Team inspects the results of management actions on the site. Section 3 provides details of the Land Management Plan Review, in which the team determines the extent to which the Management Plan provides for and documents adequate natural and recreational resource protection.

Finally, each report may also contain an Appendix that lists individual team member comments. This is a compilation of feedback, concerns or other thoughts raised by individual team members, but not necessarily indicative of the final consensus reached by the Land Management Review Team.

Property Reviewed in this Report

Name of Site: Babcock-Webb Wildlife Management Area (Yucca Pens Unit)
Managed by: Florida Fish and Wildlife Conservation Commission
Acres: 14,577 **County:** Charlotte/Lee
Purpose(s) for Acquisition: to protect and restore the natural and cultural values of the property and provide the greatest benefit to the citizens of the state.
Acquisition Program(s): P2000/CARL/Florida Forever **Original Acquisition Date:** 5/15/95
Area Reviewed: Entire Property **Last Management Plan Approval Date:** 2/16/15
Review Date: 6/19/24

Agency Manager and Key Staff:

- Cason Pope, Area Biologist
- Jennifer Myers, Asst. Reg. Biologist
- Karch Chancellor
- Seth Sofferin

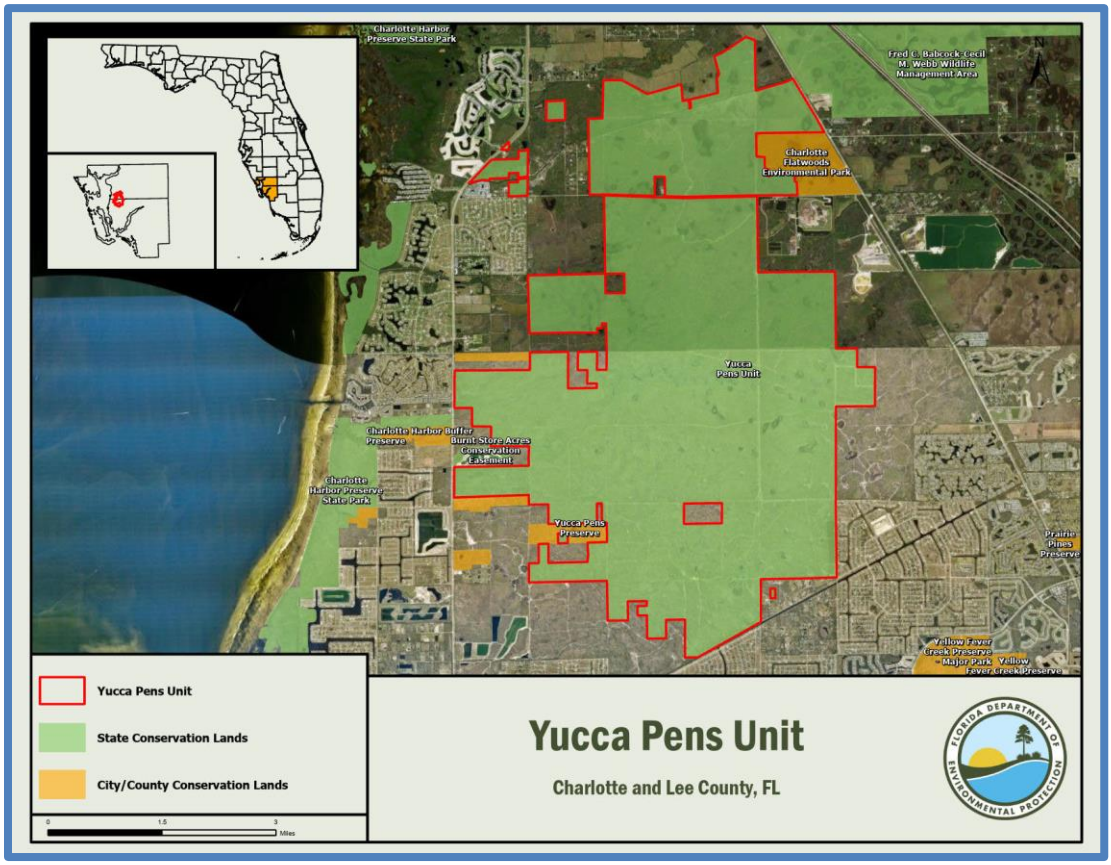
Review Team Members (voting)

- Taylor Smith, DRP District
- Honey Phillips, Local Gov't.
- Ethan Noel, FWC
- Xenia Alonso, DEP District
- Mike Edwards, FFS
- WMD, None
- Krister Martinez, Conservation Org.
- Private Land Manager, None

Non-Team Members (attending)

- Keith Singleton, DEP/DSL
- Michael Sowinski, FWC /IPM

Property Map



Overview of Land Management Review Results

Is the property managed for purposes that are compatible with conservation, preservation, or recreation?

Yes = 6, No = 0

Are the management practices, including public access, in compliance with the management plan?

Yes = 6, No = 0

Table 1 shows the average scores received for each applicable category of review. *Field Review* scores refer to the adequacy of management actions in the field, while *Management Plan Review* scores refer to adequacy of discussion of these topics in the management plan. Scores range from 1 to 5 with 5 signifying excellence. For a more detailed key to the scores, please see *Appendix A.*

Table 1: Results at a glance.

Major Land Management Categories	Field Review	Management Plan Review
Natural Communities / Forest Management	4.03	3.53
Prescribed Fire / Habitat Restoration	4.28	4.31
Hydrology	4.07	3.56
Imperiled Species	3.89	3.64
Exotic / Invasive Species	4.08	4.11
Cultural Resources	4.40	3.83
Public Access / Education / Law Enforcement	3.71	3.53
Infrastructure / Equipment / Staffing	3.83	N/A

Color Code (See Appendix A for detail)

Excellent	Above Average	Below Average	Poor

Consensus Commendations for the Managing Agency

The following commendations resulted from discussion and vote of the review team members:

1. The team commends the FWC for their efforts to enhance their ability to apply prescribed fire by strategically treating burn unit boundaries to reduce fuels and improve safety and efficiency. (6+, 0-)
2. The team commends the FWC for being an example of what can be accomplished as a state agency with appropriate funding and staffing. (6+, 0-)
3. The team commends the FWC on the timber thinning project for habitat restoration and wildfire prevention. (6+, 0-)
4. The team commends the FWC for their efforts to manage the flatwoods natural community to provide the appropriate basal area and canopy structure for future occupation by red-cockaded woodpeckers. (6+, 0-)
5. The team commends the FWC for their significant efforts to reduce invasive non-native plant populations on the Yucca Pens Unit. (6+, 0-)

Consensus Recommendations to the Managing Agency

The following recommendations resulted from a discussion and vote of review team members. The next management plan update should include information about how these recommendations have been addressed:

There were no consensus recommendations.

Field Review Details

Field Review Checklist Findings

The following items received high scores on the review team checklist, which indicates that management actions exceeded expectations.

1. **Natural communities, specifically dome swamp, mesic flatwoods/wet flatwoods, mesic hammock, basin swamp, depression marsh, wet prairie, and dome swamp.**
2. **Listed species, animals in general, specifically red cockaded woodpecker, and Florida bonneted bat.**
3. **Natural resource survey/monitoring resources, specifically listed species or their habitat monitoring, other non-game species or their habitat monitoring, fire effects monitoring, other habitat management effects monitoring, and invasive species survey and monitoring.**
4. **Resource management (prescribed fire), specifically area being burned, frequency, and quality.**
5. **Restoration, specifically Charlotte Flatwoods hydrological initiative.**
6. **Forest Management, specifically timber harvesting.**
7. **Non-native, invasive and problem species, specifically control of plants and animals.**
8. **Ground water Monitoring, specifically ground water quantity.**
9. **Surface water Monitoring, specifically surface water quantity.**
10. **Resource protection, specifically boundary survey, and gates and fencing.**
11. **Adjacent property concerns, specifically expanding development.**
12. **Public access, specifically roads.**
13. **Environmental education and outreach, specifically recreational opportunities.**
14. **Management resources, specifically equipment, staff, and funding.**

Items Requiring Improvement Actions in the Field

The following items received low scores on the review team checklist, which indicates that management actions noted during the Field Review were not considered sufficient (less than 3.0 score on average). Please note that overall good scores do not preclude specific recommendations by the review team requiring remediation. The management plan update should include information on how these items have been addressed:

1. ***Resource Protection, specifically law enforcement presence, received a below average score. The review team is asked to evaluate, based on information provided by the managing agency, whether resources are sufficient to protect the property.***

   Managing Agency Response: FWC will continue evaluating law enforcement presence on the WMA and work to ensure resource protection needs are being met. FWC will also coordinate with local law enforcement agencies for assistance as needed. Area staff will continue assisting law enforcement with surveillance of the area, monitoring and repairing boundary fencing, and posting signage to educate and deter illegal activities.

Field Review Checklist and Scores

Field Review Item	Reference #	Anonymous Team Members								Average
		1	2	3	4	5	6	7	8	
Natural Communities (I.A)										
Mesic/Wet Flatwoods	I.A.1	4	4	4	4	4	4			4.00
Mesic Hammock	I.A.2	4	5	4	4	5	4			4.33
Basin Swamp	I.A.3	4	5	4	5	5	4			4.50
Depression Marsh	I.A.4	4	5	4	5	5	4			4.50
Wet Prairie	I.A.5	4	5	4	5	4	4			4.33
Dome Swamp	I.A.6	4	5	3	5	5	4			4.33
								Natural Communities Average Score		4.33
Listed species: Protection & Preservation (I.B)										
Animals	I.B.1	5	5	4	5	5	4			4.67
Red Cockaded Woodpecker	I.B.1.a	5	5	4	5	5	4			4.67
Florida Bonneted Bat	I.B.1.b	5	5	4	3	5	4			4.33
Plants	I.B.2	5	4	3	2	4	2			3.33
Florida Beargrass	I.B.2.a	5	4	3	2	4	1			3.17
Beautiful Pawpaw	I.B.2.b	5	4	3	2	4	1			3.17
								Listed Species Average Score		3.89
Natural Resources Survey/Management Resources (I.C)										
Listed species or their habitat monitoring	I.C.2	5	4	4	3	5	4			4.17
Other non-game species or their habitat monitoring	I.C.3	5	5	4	4	5	4			4.50
Fire effects monitoring	I.C.4	5	5	5	4	5	5			4.83
Other habitat management effects monitoring	I.C.5	5	4	4	4	5	4			4.33
Invasive species survey / monitoring	I.C.6	5	5	5	5	4	5			4.83
Cultural Resources (Archeological & Historic sites) (II.A, II.B)										
Cultural Res. Survey	II.A	5	4	4	5	X	4			4.40
Protection and preservation	II.B	5	4	4	5	X	4			4.40
								Cultural Resources Average Score		4.40
Resource Management, Prescribed Fire (III.A)										
Area Being Burned (no. acres)	III.A.1	3	5	5	4	4	5			4.33
Frequency	III.A.2	4	5	5	5	4	5			4.67
Quality	III.A.3	4	5	5	4	5	5			4.67
								Resource Management, Prescribed Fire Average Score		4.56
Restoration (III.B)										
Charlotte Flatwoods Hydrological Initiative	III.B.1	4	4	4	4	4	4			4.00
								Restoration Average Score		4.00
Forest Management (III.C)										
Timber Inventory/Assessment	III.C.1	4	4	2	3	4	2			3.17
Timber Harvesting	III.C.2	5	4	4	5	5	4			4.50

Site Preparation	III.C.4	4	5	2	4	4	2			3.50
									Forest Management Average Score	3.72
Non-Native, Invasive & Problem Species (III.D)										
Prevention										
prevention - plants	III.D.1.a	4	5	4	4	4	4			4.17
prevention - animals	III.D.1.b	4	5	4	3	4	4			4.00
prevention - pests/pathogens	III.D.1.c	4	5	4	3	3	4			3.83
Control										
control - plants	III.D.2.a	4	5	4	5	5	4			4.50
control - animals	III.D.2.b	4	5	4	4	4	4			4.17
control - pests/pathogens	III.D.2.c	4	5	4	3	3	4			3.83
									Non-Native, Invasive & Problem Species Average Score	4.08
Hydrologic/Geologic function Hydro-Alteration (III.E.1)										
Roads/culverts	III.E.1.a	4	4	3	4	5	3			3.83
Ditches	III.E.1.b	4	5	3	3	4	3			3.67
Hydro-period Alteration	III.E.1.c	4	3	3	5	4	3			3.67
									Hydrologic/Geologic function, Hydro-Alteration Average Score	3.72
Ground Water Monitoring (III.E.2)										
Ground water quantity	III.E.2.b	4	5	4	3	4	4			4.00
									Ground Water Monitoring Average Score	4.00
Surface Water Monitoring (III.E.3)										
Surface water quantity	III.F.3.b	4	5	4	5	5	4			4.50
									Surface Water Monitoring Average Score	4.50
Resource Protection (III.F)										
Boundary survey	III.F.1	5	5	5	4	5	5			4.83
Gates & fencing	III.F.2	5	5	4	4	5	4			4.50
Signage	III.F.3	5	4	3	3	5	3			3.83
Law enforcement presence	III.F.4	3	3	2	3		3			2.80
									Resource Protection Average Score	3.99
Adjacent Property Concerns (III.G)										
Land Use										
Expanding development	III.G.1.a	4	5	3	5	5	3			4.17
Inholdings/additions	III.G.2	4	5	3	4	4	3			3.83
Public Access & Education (IV.1, IV.2, IV.3, IV.4, IV.5)										
Public Access										
Roads	IV.1.a	5	5	3	3	5	3			4.00
Parking	IV.1.b	4	5	3	3	4	3			3.67
Environmental Education & Outreach										
Wildlife	IV.2.a	4	3	2	4	4	2			3.17
Invasive Species	IV.2.b	4	3	2	4	3	2			3.00
Habitat Management Activities	IV.2.c	4	4	2	4	4	2			3.33
Interpretive facilities and signs	IV.3	4	2	2	4	4	2			3.00
Recreational Opportunities	IV.4	4	3	4	4	5	4			4.00
Management of Visitor Impacts	IV.5	4	3	3	4	3	3			3.33

							Public Access & Education Average Score			3.44
Management Resources (V.1, V.2, V.3. V.4)										
Maintenance										
Waste disposal	V.1.a	4	5	3	3	3	3			3.50
Sanitary facilities	V.1.b	4	5	3	3	3	3			3.50
Infrastructure										
Buildings	V.2.a	4	3	4	3	4	4			3.67
Equipment	V.2.b	5	5	4	3	4	4			4.17
Staff	V.3	4	4	4	4	4	4			4.00
Funding	V.4	4	5	4	4	4	4			4.17
							Management Resources Average Score			3.83

Color Code:	Excellent	Above Average	Below Average	Poor	See Appendix A for detail
		Missing Vote	Insufficient Information		

Land Management Plan Review Details

Items Requiring Improvements in the Management Plan

The following items received low scores on the review team checklist, which indicates that the text noted in the Management Plan Review does not sufficiently address this issue (less than 3.0 score on average.). Please note that overall good scores do not preclude specific recommendations by the review team requiring remediation. The next management plan update should address the checklist items identified below:

1. ***Listed Species protection and preservation, plants in general, and specifically Florida beargrass and beautiful pawpaw, received below average scores. This is an indication that the management plan does not sufficiently address protection and preservation of listed species.***

   Managing Agency Response: FWC's Objective-Based Vegetation Management program and the prescribed fire program and habitat restoration practices on the BWWMA, which benefit common and listed species, such as beargrass and beautiful pawpaw, are outlined in Section 5.3, Habitat Restoration and Improvement. In addition, Section 5.5 addresses invasive species prevention, control and maintenance which benefits listed and common plant species occurring on the BWWMA as well.

   Forest Management, specifically timber inventory, received a below average score. This is an indication that the management plan does not sufficiently address forest management.

   Managing Agency Response: A timber assessment addressing the timber resources was completed by the Florida Forest Service in 2002, then updated in 2014, and is included in the 2014 management plan via Appendix #8. The assessment addresses timber resources, inventory, thinning strategies for habitat improvement, and harvesting, where appropriate. The FWC also addresses Forest Resource Management in Section 5.8 of the management plan.

2. ***Public Access, Environmental Education & Outreach, specifically wildlife, invasive species, and interpretive facilities and signs, received below average scores. This is an indication that the management plan does not sufficiently address public access and education.***

Managing Agency Response: Environmental education and outreach programs are discussed in Section 5.6.13 starting on page 88 of the current management plan including twelve interpretive signs and four kiosks on the BWWMA. As stated on page 113, a long-term goal of the FWC is to "continue to identify partnerships that could provide for environmental educational programs and outreach" as this is an ongoing effort.

Management Plan Review Checklist and Scores

Plan Review Item	Reference #	Anonymous Team Members								Average
		1	2	3	4	5	6	7	8	
Natural Communities (I.A)										
Mesic/Wet Flatwoods	I.A.1	4	5	3	5	4	3			4.00
Mesic Hammock	I.A.2	3	5	3	4	3	3			3.50
Basin Swamp	I.A.3	4	5	3	5	4	3			4.00
Depression Marsh	I.A.4	4	5	3	4	4	3			3.83
Wet Prairie	I.A.5	4	5	3	5	4	3			4.00
Dome Swamp	I.A.6	3	5	3	5	3	3			3.67
									Natural Communities Average Score	3.83
Listed species: Protection & Preservation (I.B)										
Animals	I.B.1	3	5	5	5	5	5			4.67
Red Cockaded Woodpecker	I.B.1.a	3	5	5	5	5	5			4.67
Florida Bonneted Bat	I.B.1.b	3	5	5	3	5	5			4.33
Plants	I.B.2	3	4	2	2	4	2			2.83
Florida Beargrass	I.B.2.a	3	4	2	2	4	1			2.67
Beautiful Pawpaw	I.B.2.b	3	4	2	2	4	1			2.67
									Listed Species Average Score	3.64
Natural Resources Survey/Management Resources (I.C)										
Listed species or their habitat monitoring	I.C.2	4	4	4	4	5	4			4.17
Other non-game species or their habitat monitoring	I.C.3	4	5	4	4	4	4			4.17
Fire effects monitoring	I.C.4	4	5	4	4	4	4			4.17
Other habitat management effects monitoring	I.C.5	4	4	4	4	4	4			4.00
Invasive species survey / monitoring	I.C.6	4	5	4	5	4	4			4.33
Cultural Resources (Archeological & Historic sites) (II.A, II.B)										
Cultural Res. Survey	II.A	4	4	4	3	4	4			3.83
Protection and preservation	II.B	4	4	4	3	4	4			3.83
									Cultural Resources Average Score	3.83
Resource Management, Prescribed Fire (III.A)										
Area Being Burned (no. acres)	III.A.1	4	5	5	5	4	5			4.67
Frequency	III.A.2	4	5	5	5	4	5			4.67
Quality	III.A.3	4	5	5	4	4	5			4.50
									Resource Management, Prescribed Fire Average Score	4.61

Restoration (III.B)										
Charlotte Flatwoods Hydrological Initiative	III.B.1	4	4	5	2	4	5			4.00
								Restoration Average Score		4.00
Forest Management (III.C)										
Timber Inventory/Assessment	III.C.1	4	4	1	2	4	1			2.67
Timber Harvesting	III.C.2	4	4	3	4	4	3			3.67
Site Preparation	III.C.4	4	5	2	3	4	2			3.33
								Forest Management Average Score		3.22
Non-Native, Invasive & Problem Species (III.D)										
Prevention										
prevention - plants	III.D.1.a	4	5	4	3	4	4			4.00
prevention - animals	III.D.1.b	4	5	4	2	4	4			3.83
prevention - pests/pathogens	III.D.1.c	4	5	4	2	4	4			3.83
Control										
control - plants	III.D.2.a	4	5	5	4	4	5			4.50
control - animals	III.D.2.b	4	5	5	3	4	5			4.33
control - pests/pathogens	III.D.2.c	4	5	5	2	4	5			4.17
								Non-Native, Invasive & Problem Species Average Score		4.11
Hydrologic/Geologic function, Hydro-Alteration (III.E.1)										
Roads/culverts	III.E.1.a	4	4	3	3	4	3			3.50
Ditches	III.E.1.b	4	5	3	3	4	3			3.67
Hydro-period Alteration	III.E.1.c	4	3	3	3	4	3			3.33
								Hydrologic/Geologic function, Hydro-Alteration Average Score		3.50
Ground Water Monitoring (III.E.2)										
Ground water quantity	III.E.2.b	4	5	3	2	4	3			3.50
								Ground Water Monitoring Average Score		3.50
Surface Water Monitoring (III.E.3)										
Surface water quantity	III.E.3.b	4	5	3	3	4	3			3.67
								Surface Water Monitoring Average Score		3.67
Resource Protection (III.F)										
Boundary survey	III.F.1	4	5	5	2	4	5			4.17
Gates & fencing	III.F.2	4	5	x	2	4	x			3.75
Signage	III.F.3	4	4	x	2	4	x			3.50
Law enforcement presence	III.F.4	4	3	2	3	4	3			3.17
								Resource Protection Average Score		3.65
Adjacent Property Concerns (III.G)										
Land Use										
Expanding development	III.G.1.a	4	5	3	4	4	3			3.83
Inholdings/additions	III.G.2	4	5	4	3		4			4.00
Discussion of Potential Surplus Land Determination	III.G.3	4	5	4	5	4	4			4.33
Surplus Lands Identified?	III.G.4	5	5	4	5	4	4			4.50
Public Access & Education (IV.1, IV.2, IV.3, IV.4, IV.5)										

Public Access										
Roads	IV.1.a	4	5	4	3	4	4			4.00
Parking	IV.1.b	4	5	4	3	4	4			4.00
Environmental Education & Outreach										
Wildlife	IV.2.a	4	3	2	3	3	2			2.83
Invasive Species	IV.2.b	4	3	2	3	3	2			2.83
Habitat Management Activities	IV.2.c	3	4	2	4	3	2			3.00
Interpretive facilities and signs	IV.3	4	2	2	3	4	2			2.83
Recreational Opportunities	IV.4	4	3	5	4	4	5			4.17
Management of Visitor Impacts	IV.5	3	3	5	3	3	5			3.67
								Public Access & Education Average Score		3.42
Managed Area Uses (VI.A, VI.B)										
Existing Uses										
Fishing	VI.A.1	4	4	4	5	5	4			4.33
Hunting	VI.A.2	4	5	4	5	5	4			4.50
Horseback Riding	VI.A.3	4	4	4	4	3	4			3.83
Nature Study	VI.A.4	4	3	5	4	5	5			4.33
Bird Watching	VI.A.5	4	3	5	5	5	5			4.50
Hiking	VI.A.6	4	3	5	4	5	5			4.33
Bicycling	VI.A.7	4	3	4	5	4	4			4.00
Apiaries	VI.A.8	4	5	5	5	5	5			4.83
Proposed Uses										
Grazing	VI.B.1	4	5	4	4	5	4			4.33

Color Code:	Excellent	Above Average	Below Average	Poor	See Appendix A for detail
		Missing Vote	Insufficient Information		

Appendix A: Scoring System Detail

Explanation of Consensus Commendations:

Often, the exceptional condition of some of the property's attributes impress review team members. In those instances, team members are encouraged to offer positive feedback to the managing agency in the form of a commendation. The teams develop commendations generally by standard consensus processes or by majority vote if they cannot obtain a true consensus.

Explanation of Consensus Recommendations:

Subsection 259.036(2), F.S., specifically states that the managing entity shall consider the findings and recommendations of the land management review. We ask team members to provide general recommendations for improving the management or public access and use of the property. The teams discuss these recommendations and develop consensus recommendations as described above. We provide these recommendations to the managing agency to consider when finalizing the required ten-year management plan update. We encourage the manager to respond directly to these recommendations and include their responses in the final report when received in a timely manner.

Explanation of Field Review Checklist and Scores, and Management Plan Review Checklist and Scores:

We provide team members with a checklist to fill out during the evaluation workshop phase of the Land Management Review. The checklist is the uniform tool used to evaluate both the management actions and condition of the managed area, and the sufficiency of the management plan elements. During the evaluation workshop, team members individually provide scores on each issue on the checklist, from their individual perspective. Team members also base their evaluations on information provided by the managing agency staff as well as other team member discussions. Staff averages these scores to evaluate the overall conditions on the ground, and how the management plan addresses the issues. Team members must score each management issue 1 to 5: 1 being the management practices are clearly insufficient, and 5 being that the management practices are excellent. Members may choose to abstain if they have inadequate expertise or information to make a cardinal numeric choice, as indicated by an "X" on the checklist scores, or they may not provide a vote for other unknown reasons, as indicated by a blank. If a majority of members failed to vote on any issue, that issue is determined to be irrelevant to management of that property or it was inadequately reviewed by the team to make an intelligent choice. In either case staff eliminated the issue from the report to the manager.

Average scores are interpreted as follows:

Scores 4.0 to 5.0 are *Excellent*

Scores 3.0 to 3.99 are *Above Average*

Scores 2.0 to 2.99 are *Below Average*

Scores 1.0 to 1.99 are considered *Poor*

11.10 Management Plan Terms

Management Plan Goals and Objectives

Terms and Definitions

Assessment: Assessment—when a historic resource professional determines the possible effects—positive or negative—that an action or inaction may have on a historical resource (e.g., site, building, object or structures) by analyzing its current condition and documenting any modifications and changes to its original state as well as identifying any potential human or natural threats to its existence.

Capital Improvement: Capital improvement" or "capital project expenditure" means those activities relating to the acquisition, restoration, public access, and recreational uses of such lands, water areas, and related resources deemed necessary to accomplish the purposes of this chapter. Eligible activities include, but are not limited to: the initial removal of invasive plants; the construction, improvement, enlargement or extension of facilities' signs, firelanes, access roads, and trails; or any other activities that serve to restore, conserve, protect, or provide public access, recreational opportunities, or necessary services for land or water areas. Such activities shall be identified prior to the acquisition of a parcel or the approval of a project. The continued expenditures necessary for a capital improvement approved under this subsection shall not be eligible for funding provided in this chapter.

Desired future condition: Desired Future Condition is a description of the land or resource conditions that are believed necessary if management goals and objectives are fully achieved. Desired Future Condition varies by specific habitat and ecosystem. It can also vary, based upon a specific agency's management goals.

Evaluation: Review by a professional in archaeology, history or architecture as to the integrity and significance of the site, building or structure. The criteria of the National Register of Historic Places will be applied.

Facility: all developed structures and improvements provided for a specific purpose or contained within a clearly defined area.

Fire management plan: An element of the land management plan or an independent document that outlines the goals and objectives of a fire management program (prescribed and wildfire) for a predetermined period of time.

Historic: An object, site or structure that is 50 years or older.

Hydrological assessment: A documented, systematic evaluation by a qualified professional of the existing and historical quantity, quality, movement and function of water resources (e.g., computer modeling).

Imperiled species: A species or subspecies that is listed by the U.S. Fish and Wildlife Service as Endangered or Threatened; Florida Fish and Wildlife Conservation Commission (FWC) as Endangered, Threatened, or Special Concern; Florida Department of Agriculture and Consumer Services (FDACS) as Endangered or Threatened; or is tracked by Florida Natural Areas Inventory (FNAI) as globally or state Critically Imperiled or Imperiled. Imperiled Species does NOT refer to species that are on the FDACS list of commercially exploited plants that are not Endangered or Threatened.

Improve: the enhancement or expansion of facilities, roads and trails.

Maintenance: the daily or regular work of keeping facilities, roads and trails in proper condition.

Monitoring: Periodic examination of the site, building or structure to determine the current condition and threats such as erosion, structural deterioration, vegetation intrusion, poaching or vandalism. An updated Florida Master Site File form is used to complete this assessment.

Natural community/habitat/ecological improvement: Similar to restoration but on a smaller less intense scale. Typically includes small scale vegetation management activities, spot treatments of exotic plants, or minor habitat manipulations. Any habitat alteration that increases the diversity of a habitat or increases the population of a particular species.

Natural community/habitat/ecological restoration: The process of assisting the recovery and natural functioning of degraded natural communities to desired future condition, including the re-establishment of biodiversity, ecological processes, vegetation structure, and physical characters. Activities may include vegetative treatments (e.g., hardwood removal, mechanical treatment, pine tree thinning, etc.), groundcover establishment, non-commercial tree plantings, erosion control, hydrological manipulation (filling ditches), and beach management.

Not in maintenance condition: Species composition and/or structure is outside the targeted range. The natural community is in need of more frequent or recurring management treatments that are beyond maintenance activities. Examples include natural communities with exotic plant or animal infestations that are at levels requiring significant treatment, natural communities that have exceeded maximum targeted fire return intervals, and natural communities in need of restoration treatments.

Poor, fair, good condition: Evaluating the condition of cultural resources is accomplished using a three-part evaluative scale, expressed as good, fair and poor. These terms describe the present condition, rather than comparing what exists against the ideal. “Good” describes a condition of structural stability and physical wholeness, where no obvious deterioration other than normal occurs. “Fair” describes a condition in which there is a discernible decline in condition between inspections, and the wholeness or physical integrity is and continues to be threatened by factors other than normal wear. A “fair” assessment is cause for concern. “Poor” describes an unstable condition where there is palpable, accelerating decline, and physical integrity is being compromised quickly. A resource in poor condition suffers obvious declines in physical integrity from year to year. A poor condition suggests immediate action is needed to reestablish physical stability.

Population survey: Using broadly accepted methodologies to detect changes in population trends over time.

Public access: access by the general public to state lands and water, including vessel access made possible by boat ramps, docks, and associated support facilities, where compatible with conservation and recreation objectives.

Recorded: A Florida Master Site File form has been completed and filed with the Florida Department of State, Division of Historical Resources.

Recreational/visitor opportunity: measure of potential number of users based on existing resource conditions and developed facilities.

Repair (major): the restoration of facilities, road and trails to proper condition after damage or failure.

Restoration underway: restoration planning/design, executing, evaluating and reporting.

Restored/Maintenance condition: (refers to natural community) - within the range of target species composition and structure such that no significant, non-recurring alterations to structure or species composition are needed for ecological restoration. Invasive exotic plants or animals are absent or at levels requiring minimal recurring treatments, and prescribed fire rotations are within target intervals. Refers to Natural Communities. Includes NCs that meet DFC, and NCs that have received restoration action (such as thinning, clear-cut and native species planting) and only require time and recurring maintenance actions such as prescribed fire, maintenance level exotics control, or sustainable forestry practices if applicable.

Road: a paved or unpaved motor vehicle route unless identified and managed as a trail.

Significant: Listed in or determined eligible for listing in the National Register of Historic Places as an individual property, element of a multiple listing or in an historic district. Cultural resource professionals are able to make the determination, but final determination rests with the Director of the Division of Historical Resources.

Sustainable forestry: The stewardship and harvest of forest products in a way, and at a rate, that maintains their biodiversity, productivity, regeneration capacity, vitality, and potential to fulfill, now and in the future, relevant ecological, economic, and social functions at local, national and global levels, and that does not cause damage to other ecosystems.

Systematic survey: A sampling protocol designed to assess the occurrence or population status of a species or a suite of species (e.g., presence/absence, mark and recapture, transect survey, etc.).

Trail: a linear route or path which has been specifically prepared or designed for one or more recreational functions such as hiking, biking, horseback riding or multiple use. In many cases, unimproved service roads are also designated as trails.

Treatment: A mechanical, chemical, biological or manual action that changes the structure or composition of an area in order to facilitate restoration or improvement.

Visitor carrying capacity: An estimate of the number of users a recreation resource or facility can accommodate and still provide a high-quality recreational experience and preserve the natural values of the site.

Wildlife activities: wildlife-associated recreation such as birdwatching, fishing, hunting, etc.

11.11 FNAI Element Occurrence Data Usage Letter

FLORIDA Natural Areas INVENTORY

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

November 15, 2021

Dylan Hasse, Senior Conservation Planner
Land Conservation and Planning Subsection
Florida Fish and Wildlife Conservation Commission
Tallahassee, FL

Dear Dylan,

By virtue of this letter, we are updating and continuing our agreement that it is unnecessary for your office to request FNAI Element Occurrence data for each land management plan you prepare, under the following conditions:

- FNAI will continue to provide our Florida Element Occurrence Map Package to FWC on a quarterly basis
- The FNAI GIS data will be available to FWC staff for reference and incorporation as required in management plan review and preparation with the following restrictions.
- FWC will limit spatial reference to Element Occurrence locations in public documents to the Management Area level (i.e., EOs will not be displayed on public maps to protect sensitive resources, habitats, and data sources)
- For Management Areas less than 160 acres in size, FWC will not list occurrences of resources (i.e., species and natural communities) coded as Data Sensitive. If desired, these sensitive resources can be included in a table as a count of occurrences and resource (e.g., three additional occurrences of two species/resources are coded as sensitive)
- When possible, FWC should use the FNAI provided Element Occurrence polygons, and consider the Representational Accuracy and Locational Uncertainty of each record, when determining which species occur on a Management Area

The FNAI Data Manager currently provides this update to FWC staff on a quarterly basis. Current FWC contacts are Rene Baumstark, Christi Santi, Steven Nicholl, Kristal Walsh, Kristen Sella, and yourself. We are pleased to continue this beneficial collaboration with the Florida Fish and Wildlife Conservation Commission.

Sincerely,

Frank Price
Assistant Director
Florida Natural Areas Inventory

Florida Resources and Environmental Analysis Center

Institute of Science and Public Affairs

The Florida State University

Tracking Florida's Biodiversity

11.12 FWC Agency Strategic Plan

The Florida Fish and Wildlife Commission

Strategic Plan
2020-2024

May 6, 2020

This plan was written by the FWC 2020 Strategic Plan Development Team for the dedicated staff of the FWC, specifically designed with leaders and supervisors in mind with the intention of fostering and reinforcing our agency culture, core operations, and strategic approach to our conservation mission.

From the Executive Director

Balancing the needs of Florida's fish and wildlife resources with a diverse, growing population of people can be complicated and challenging. It is our honor to be the agency that is entrusted to take care of these resources on behalf of all Florida residents and visitors. The FWC team strives every day to uphold this public trust. An important element of effective management and administration is focusing on strategic priorities that are vital in accomplishing our overall mission and adjusting resources accordingly. This reallocation must be done while continuing to attend to day to day functions. It is critical to accurately identify these developing issues and set forth a strategy to address them. This formula is the basis for a strategic plan. As with any plan, it works best if it is a collaborative effort, with everyone having the opportunity to provide input in the planning process and identify emerging issues that require strategic solutions. We have put together diverse teams to develop the FWC's strategic plan, to encompass the major issues affecting our agency as a whole.

I also firmly believe that strategic plans are less about a printed document, and more about the process and collaboration necessary to achieve such a plan. The benefits of this process are seen and continued far beyond printing the final draft.

The success of this effort – of our mission – rests upon the shoulders of each and every one of us. Whether you work in the field or in an office, whether you're a scientist, technician, accountant, law enforcement officer, administrative assistant, or programmer, your unique skills and expertise are necessary to continue the good work of conservation that we do every day as well as the strategic work we will be taking up over these next five years . As you read through this plan, I challenge you to look for ways that you can help make a difference. I also ask that you challenge your co-workers to leverage their skills and talents for the good of our mission as well. The future of Florida's fish and wildlife conservation depends on our collective and diverse perspectives, backgrounds, contributions, creativity, and energy.

Respectfully yours,
Eric Sutton

Vision & Values

The mission of the FWC is to manage fish and wildlife resources for their long term well-being and the benefit of people. Every organization has an identity that is forged not only by what it does, but by how it conducts itself. The values embedded in our mission and expressed in the vision of FWC leadership are to make quality decisions by being dynamic, science-based, efficient, ethical, collaborative, competent, and committed to the vitality of the state and its environment.

We work diligently to conserve fish and wildlife in a manner that honors the public trust that has been vested in us through Florida's constitution. This is based in long-standing law and traditions commonly referred to as the "Public Trust Doctrine." This doctrine is steeped in the principle that fish and wildlife should be managed for the public, and reflects the belief that certain resources are an intergenerational inheritance, held in trust by government for the benefit of all current and future residents and visitors.

We envision...

a Florida where fish and wildlife are abundant and thriving in healthy and connected natural landscapes with vital working lands and waterways; where natural resources are valued and safely enjoyed by all; and wherein natural systems support vibrant human communities and a strong economy.

Consistent with this tradition, we strive to reinforce an inclusive culture that provides for public access, public input, technical assistance groups, stakeholder and public outreach, open communication, work teams, and shared decision making. The FWC encourages scientific inquiry and diversity of thought, and actively promotes these values with our public engagement efforts. The core concepts of these values are derived from a set of nationally accepted Wildlife Governance Principles that have been developed over time and focus efforts on conservation.

Additionally, we strive to make proactive resource decisions based on the best available science, balanced with social, economic and political interests, to create durable solutions with enforcement and managerial practicality. We empower staff to act locally on behalf of the agency to ensure decision making is as close to the issues as possible. We must cultivate a diverse and inclusive culture that care and includes values of integrity, professionalism, dedication, and adaptability, and create environment that is inclusive and supports diverse opinions and voices in decision making at all levels.

Wildlife Governance Principles

Wildlife governance will:

- Be adaptable and responsive to citizens' current needs and interests, while also
- being forward-looking to conserve options of future generations.
- Seek and incorporate multiple and diverse perspectives.
- Apply social and ecological science, citizens' knowledge, and trust administrators' judgment.
- Produce multiple, sustainable benefits for all beneficiaries.
- Ensure that trust administrators are responsible for maintaining trust resources and allocating benefits from the trust.
- Be publicly accessible and transparent.
- Ensure that trust administrators are publicly accountable.
- Include means for citizens to become informed and engaged in decision making.
- Include opportunities for trust administrators to meet their obligations in partnerships with non-governmental entities.
- Facilitate collaboration and coordination across ecological, jurisdictional, and ownership boundaries.

Our Core Values

Resource Stewardship We are passionate about Florida's natural resources

and use our expertise to manage and conserve fish and wildlife

Service Excellence We are solution-oriented and committed to achieving wildlife and fisheries conservation results, and efficiently meeting the needs of the public and stakeholders

Teamwork and Collaboration We communicate openly and work together effectively to achieve our common goals We appreciate the value of diverse backgrounds, expertise, and ideas, and incorporate multiple perspectives into decision making

Professional Integrity We operate honestly and ethically, and apply our processes, rules, and regulations in a consistent manner that engenders a climate of trust and fairness

Scientific and Technical Excellence We use our science-based expert knowledge, technology, and other available resources to achieve high-quality work

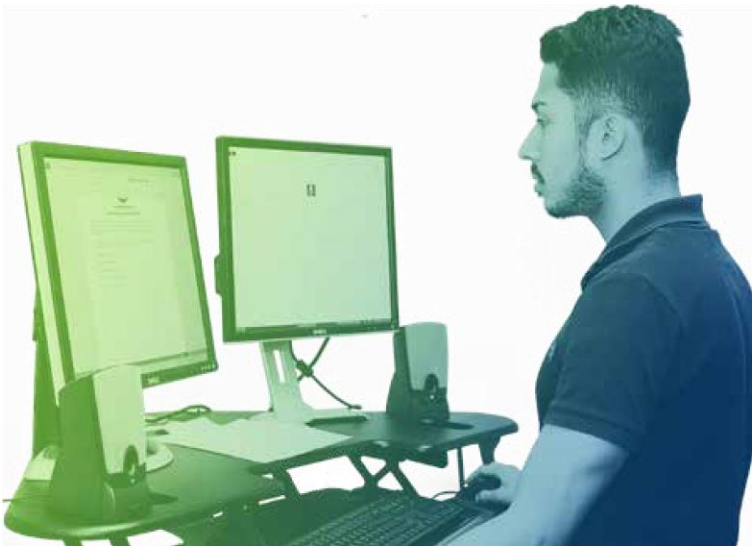
Accountability We set challenging goals for our achievement and hold ourselves accountable for the results

Business Practices

In addition to our core values, we also strive to follow a core business model that addresses how best to deliver our vision, strategy, and mission through key practices. These include:

- ♦ Thinking proactively and strategically to anticipate challenges and opportunities while taking actions that contribute to the achievement of long-term interests.
- ♦ Coordinating science, resource management, enforcement, and research.
- ♦ Providing a safe and healthy environment where the public can enjoy Florida's resources and waterways.
- ♦ Providing an excellent experience for our customers.
- ♦ Creating and maximizing the use of integrated work and issue teams.
- ♦ Continually striving to improve processes and efficiency for the benefit of residents and visitors.
- ♦ Leveraging technology.
- ♦ Integrating leadership development.
- ♦ Optimizing fiscal management.
- ♦ Adapting to new and emerging needs for communication.

These core values and business practices are further defined in, and serve as, the foundation of our internal communications programs, hiring practices, and annual employee evaluation process, embedding these principles into the fabric of our organization and making them meaningful to employees in their daily activities.



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Overview of Strategic Planning

We have been developing strategic and operational plans since the FWC's inception in 1999. Our first planning effort focused on developing the structure and culture of a newly-formed agency. Subsequent plans similarly focused on norms and values, including development of a collaborative and team based culture. The strategic planning effort that resulted in the "FWC Agency Strategic Plan 2014-2019" was the first time we incorporated a large-scale, highly collaborative process to determine how to focus the strength of the agency on the most essential conservation challenges while ensuring safe and enjoyable public access to Florida's fish and wildlife resources . The 2014-2019 strategic plan identified agency Themes, Goals, and Strategies to define the conservation work required to achieve our mission. Hundreds of staff from across the agency at multiple levels worked in teams to create 109 measurable objectives across each of the five Themes, which were then prioritized by each Regional Leadership Team before being presented to our Commissioners. Executive leadership used that guidance, along with elements from other planning efforts, to develop seven Strategic Initiatives. These initiatives emphasized areas where we wanted to focus attention, discipline, and resources to make significant conservation gains over the subsequent five to 10 years. Strategic work is complex and takes considerable planning and developmental investment to accomplish. Cross-divisional teams worked together to further define the Sis, develop implementation plans, and operationalize key portions of the initiatives. The work that was accomplished on these seven SIs created a foundation for furthering more effective strategic thinking, planning, and implementation of meaningful and long-lasting conservation efforts for Florida's fish and wildlife resources. The 2014-2019 Sis are now becoming part of the broader conservation work that we do and will continue to influence operational planning moving forward

2014-2019 Strategic Initiatives

Boating as a Gateway to Conservation and the Outdoors: Strengthen and promote the conservation connections of boating while protecting people and natural resources, and improving boating related opportunities.

Conflict Wildlife: Maintain the support and appreciation of fish and wildlife through sustainable coexistence by reducing human wildlife conflict.

Conservation through Innovation – Marine Fisheries Management: Enhance marine fisheries through the expansion of progressive and collaborative management techniques.

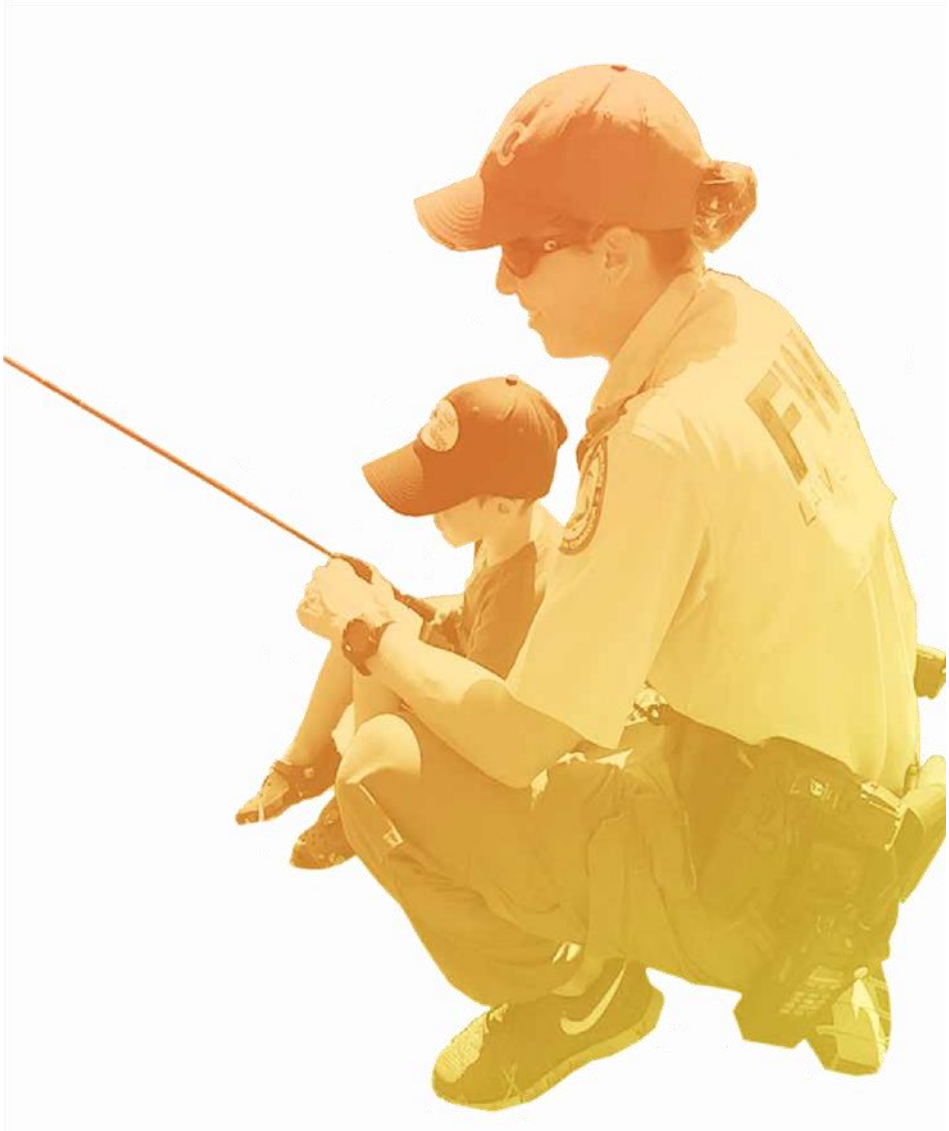
Conservation through Innovation – Private Lands: Partner with private landowners as a key to enhanced conservation.

Expanding Participation in Conservation: Expand partnerships and FWC programs to encourage diverse youth and families to be more involved in the future of conservation.

Imperiled Species Management Plan: Improve the status of imperiled species to effectively reduce the risk of extinction.

Running the Business: Establish an internal infrastructure that identifies the areas of business operations and practices that represent high risk, prioritize them, and modify them to address risks.

The current strategic plan builds upon the knowledge gained and lessons learned from all our prior strategic planning efforts. The purpose of our agency strategic planning is to leverage our values and behaviors as an agency with our strategic planning is to leverage our values and behaviors as an agency with our operational workforce to produce significant conservation outcomes that align with an ever-changing world to better position ourselves in the future



Strategic Landscape

We must be strategic in identifying our emerging issues and

opportunities to put our agency in the best position to achieve our mission. We must adapt to take advantage of changing technology, seize opportunities to improve our fiscal and operational resources, increase efficiencies, and align priorities across the agency. In order to adapt to a changing environmental, economic, and socio-political landscape, we must first understand and define the environment in which we work. This plan is focused on aligning our agency resources to address our strategic opportunities. The issues, challenges, and risks we face will be addressed in division operational plans and priorities.

Issues We Face

- Maintaining the significance of natural resources as pillars of the community and economy.
- Habitat loss and degradation.
- Climate change impacts.
- Water quality and water quantity issues.
- Changes in public views of wildlife and conservation.
- Impacts from exotic and invasive species on natural systems.
- Natural disasters and disease outbreaks.

Challenges we must address:

- Static revenue streams.
- Increasing program costs and infrastructure improvement needs.
- Loss of institutional knowledge with an unprecedented rate of upcoming retirements.
- Recruiting and retaining qualified employees.
- Leveraging legislative support for agency operations.
- Maintaining an adequate level of research, monitoring programs, and population assessments for fish and wildlife resource management.
- Balancing state and federal regulatory authorities and reducing unneeded regulatory burdens while ensuring sustainable species populations and protecting habitat.
- Securing habitat for fish and wildlife in the face of increasing development pressure.
- Managing aquatic systems and resources without control over water quality, quantity, timing, and distribution
- Gaining public support for conservation and management
- Shifts in demographics, changing attitudes toward conservation, and declining percentages of hunters and anglers, which all impact our relevancy to the public

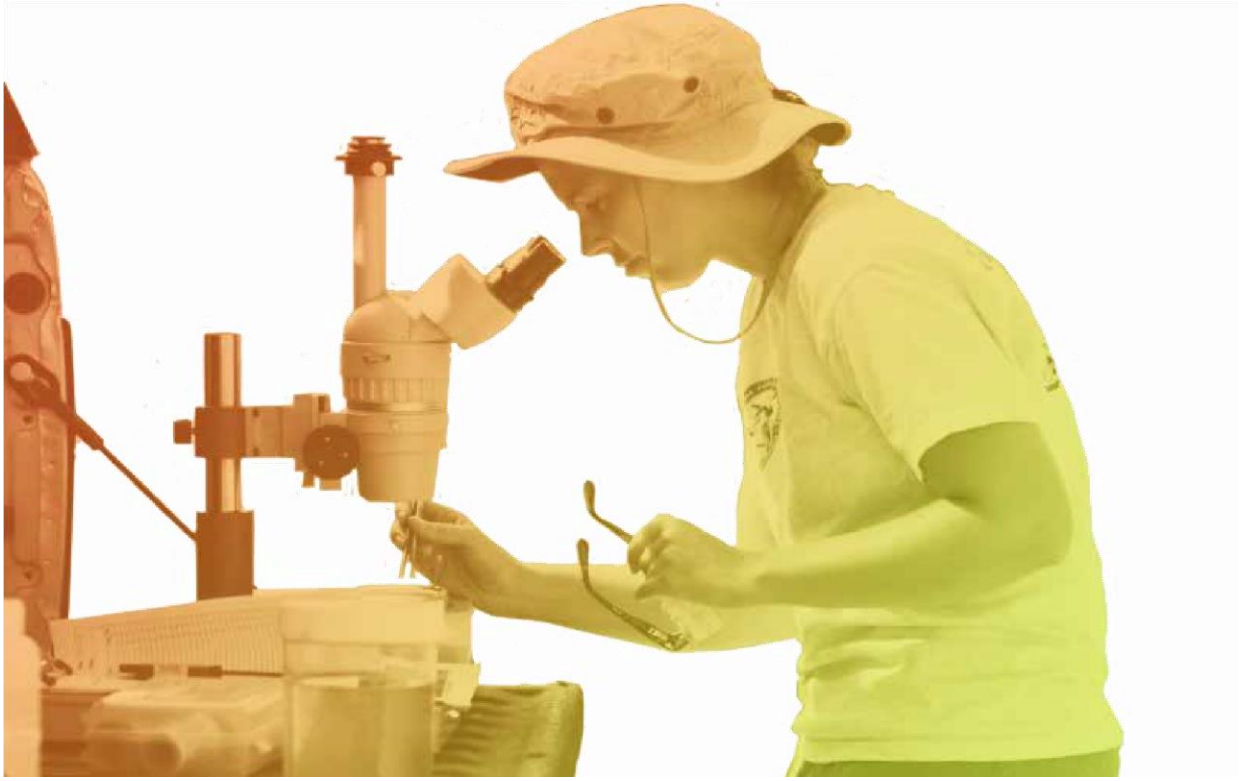
Meeting the Challenges

We have a broad scope of core work that keeps us focused on our mission This core work is the foundation of our agency and provides the basis for building a culture of strategic planning and doing To address the identified challenges through strategic and operational planning, we must

invest in the people, programs, and technology that best advance our highest priorities, which requires that we sunset low-priority activities, programs, or service. We must foster an agency culture and capacity to accept, understand, engage, and serve people with different interests and uses of fish, wildlife, and habitats We must demonstrate fairness, honesty, and compassion; practice dedication and adaptability; and include diverse opinions throughout our decision-making processes

As demographics change across the state, it becomes increasingly important to develop practices and processes that are responsive to the changing nature-based values of the public. We must focus on providing a safe environment for people to enjoy Florida's natural resources and the outdoors; adapt to the impacts of social media on communication; increase focus, capacity, and use of social sciences into agency conservation and management decisions and public engagement strategies; and foster cultural acceptance of hunting and fishing.

As we maintain a high level of core work and increase strategic planning and doing as part of our foundation, we will have a greater workload than the available resources can address. This will require a priority-based approach, meaning some work will not be completed. We will need to increase efficient use of our existing resources through realignments and decrease work on lower priority activities. We will need to work with our legislative team to secure the resources necessary for agency operations and priority issues, and leverage stakeholder relationships and partnerships to increase capacity for conservation work. We will integrate research, management, and law enforcement to focus on emerging threats, landscape conservation, and a holistic approach to watershed management. This will be accomplished through partnerships, leveraging funding sources, implementing existing plans, and fostering locally-led conservation. Achieving our conservation goals will require us to think strategically across the agency and prioritize our operations to meet the challenges that lie ahead.



Our Organization

The core work of the FWC is broad and forms the basis from which strategic effort springs. Maintaining our core competencies and work is critical to our success and this section contains an overview of the core work areas within the FWC. This is by no means an all-encompassing description of the multifaceted work conducted throughout the agency. Additional information on each of the divisions, offices, and the institute can be found within the "Programs of the FWC" annual report as well as within each division's operational plans. This agency strategic plan focuses on a small portion of our overall work with the intent of identifying areas of strategic focus, using our existing work as the foundation.

Moreover, it is important to note that our agency's structure is intentionally organized into inter-dependent parts that must work together to achieve our mission. Divisions serve as the main operational elements, while offices provide critical support functions across the entire agency. Regions then serve to ensure geographic continuity of policy and programs across the state. This structure necessitates strong collaboration and teaming amongst all parts of the FWC. We then carry this heavy focus on working together outside of the agency and actively engage partners, stakeholders, and the public in our decision making and implementation.

FWC

Florida Fish and Wildlife Conservation Commission

Mission: Managing fish and wildlife resources for their long-term well-being and the benefit of people.

The FWC consists of more than 3,000 employees, including 848 sworn law enforcement officers. All personnel work together to protect and manage more than 575 species of wildlife, 200 species of freshwater fish, and 500 species of saltwater fish. The FWC works to balance the needs of these fish and wildlife species and the habitats that support them with the needs of Florida's growing population of more than 21 million residents and record numbers of visitors coming to the state – well over 100 million annually.

The Commissioners

The FWC's seven Commissioners are appointed by the Governor and confirmed by the Florida Senate to five-year terms. Their constitutional duty is to exercise the " . . .regulatory and executive powers of the state with respect to wild animal life and fresh water aquatic life and

shall also exercise regulatory and executive powers of the state with respect to marine life, except that all license fees and penalties for violating regulations shall be as provided by law .”

OED

Office of the Executive Director

The Office of the Executive Director provides coordination, oversight, and support for FWC operations. It provides policy guidance, fosters accountability, and promotes continual improvement among the agency’s divisions and offices. To address important conservation issues, OED coordinates and supports strong engagement of Commissioners and facilitates effective interaction with agency customers; stakeholders; federal, state, and local elected officials; federal and state agencies; and FWC staff. Further responsibilities include maintaining facilities and infrastructure and leading efforts to strategically focus agency staff and resources on conservation priorities. OED staff work closely with the agency’s Senior Leadership Team to ensure effective integration of agency activities and programs across all divisions and offices.

There are multiple functions within OED, with some primary functions including media relations and informing residents and visitors about fish and wildlife resources; quickly and efficiently issuing licenses and permits for recreational fishing and hunting and for commercial saltwater and freshwater fishing; providing oversight for the agency’s administrative functions such as disbursements, financial management, procurement, leasing, and property; managing an automated information technology environment that is reliable, secure, cost-effective, and responsive; and working closely with division, regional, and office directors to identify and coordinate programs with boundary-spanning implications that will benefit the FWC.

FWRI

Fish and Wildlife Research Institute

The Fish and Wildlife Research Institute provides timely information and guidance to protect, conserve, and manage Florida’s fish and wildlife resources through effective research and technical knowledge.

The work done by the Fish and Wildlife Research Institute reaches far beyond the confines of the FWC. Research conducted on habitats, freshwater and marine fisheries, harvested and imperiled species, and other important plant and wildlife communities in Florida is used by federal, state, and local governments; universities; recreational and commercial fishing interests; recreational hunting and boating interests; nongovernmental organizations; and the public . FWRI integrates its research activities with management efforts of other FWC divisions.

Primary work areas within FWRI include conducting monitoring, assessments, mapping, and research to support development of management practices to protect and improve the quality of habitat and diversity of wildlife on state managed lands; maintaining an extensive collection of fish and invertebrate specimens and providing data management services and scientific library services; integrating research on predicted or emerging threats to fish and wildlife conservation, such as climate change; and acquiring and distributing biological and ecological information critical for the science based management, conservation, restoration, and wise use of Florida's fish and wildlife resources .

FFM

Freshwater Fisheries Management

The Division of Freshwater Fisheries Management manages, enhances, and conserves Florida's freshwater aquatic life for public benefit.

The Division of Freshwater Fisheries Management is responsible for directing the management and identifying the research needs of freshwater fisheries within public lakes, rivers, streams, and canals, with efforts focused on improving the fish populations and their habitats to benefit anglers and other stakeholders . This is accomplished through strategies revolving around improving aquatic habitat; increasing access; improving freshwater sport and commercial fisheries; stocking sportfish; regulations; developing management plans; increasing aquatic stewardship; and building partnerships with state, county, and city governments, industry leaders, and freshwater stakeholders . FFM has developed a private-public partnership through the TrophyCatch conservation and marketing program, which uses citizen science to provide valuable information that contributes to the management of Florida's trophy bass fisheries. Special projects, such as the high school fishing program and kids' fishing clinics, encourage responsible fishing practices and help bolster future generations' understanding of and personal investment in the conservation of fish and wildlife resources.

Primary work areas include evaluating freshwater resources through surveys and inventories of fish populations and angler use; maintaining Fish Management Areas that provide access and promote fishing; developing aquatic habitat enhancement/restoration projects; producing fingerling and subadult fish for stocking in public waters to enhance fisheries, provide new opportunities, supplement urban pond populations, and for youth events; and work with communities surrounding major freshwater resources so they appreciate the intrinsic value and economic importance of the resource and the fishery .

Habitat and Species Conservation

HSC

The Division of Habitat and Species Conservation ensures healthy populations of all native wildlife and their habitats on a statewide basis.

The Division of Habitat and Species Conservation integrates scientific data with applied habitat and species management to maintain stable or increasing populations of fish and wildlife. Conservation integration efforts focus on the ecosystem or landscape scale to provide the greatest benefits to the widest possible array of fish and wildlife species. Accomplishing this mission requires extensive collaboration and partnering with local, state, and federal agencies to maintain diverse and healthy fish and wildlife populations for the benefit of all Floridians and visitors, which provides direct ecological, economic, aesthetic, scientific, and recreational benefits.

Primary work areas include managing, maintaining, enhancing, and restoring native natural habitats on 1.4 million acres, assisting cooperators with wildlife management on another 4.5 million acres, and working with partners to connect and expand public conservation lands; providing technical assistance to private landowners to implement wildlife conservation strategies; restoring, enhancing, and managing publicly-owned aquatic resources to improve the ecological health of freshwater, estuarine, and marine habitats; directing, coordinating, and funding control of invasive upland plants on public conservation lands and invasive aquatic plants in public waterways; developing and implementing high-priority conservation activities to improve conditions for native and imperiled wildlife; addressing human wildlife interactions and managing the impact of native

and nonnative fish and wildlife species; reviewing growth management and regulated land and water use project proposals that have potential to impact Florida's fish, wildlife, and habitat resources; and promoting, facilitating, and expanding nature-based tourism, recreational opportunities, and public participation in conservation .

HGM

Hunting and Game Management

The Division of Hunting and Game Management manages and conserves game wildlife for the future, while fostering safe and responsible hunting.

The Division of Hunting and Game Management uses scientifically proven game-management strategies and professional expertise to conserve game wildlife and perpetuate sustainable hunting opportunities on public and private lands statewide. The Division also manages public shooting sports facilities throughout the state and offers hunter safety programs to foster safe, responsible hunting.

Primary work areas include managing Florida's wild game populations using science, leadership, and key partnerships; providing opportunities for responsible and sustainable hunting on public and private lands; working with stakeholders and partners to coordinate support for hunting-related activities; providing hunter safety courses and special events to ensure Florida hunters are well prepared to be safe, responsible, and conservation minded; and constructing and managing public shooting ranges located throughout the state.

LE

Law Enforcement

The Division of Law Enforcement protects Florida's natural resources and people through proactive and responsive law enforcement services.

The FWC Division of Law Enforcement, comprised of 1,043 members including 848 sworn law enforcement officers, operates in six regions throughout the state. FWC officers are responsible for uniformed patrol and investigative law enforcement services on more than 8,400 miles of coastline, more than 13,000 square miles of offshore waters, and more than 34 million acres of land encompassing a variety of habitats including private lands, wildlife management areas, state parks, and forests.

Primary duties include protecting Florida's fish and wildlife and their habitats, and providing law enforcement services that protect public safety throughout the state of Florida. The division also provides support for state Emergency Operations Center activities and readiness for natural disasters and mutual aid requests. Personnel also engage in targeting illegal black markets and trafficking in fish and wildlife, conduct federal fisheries enforcement patrols, help to regulate the Florida seafood industry, and enforce rules related to captive wildlife.

Some internal programs undertaken by the division include professional recruitment efforts of new officers; providing world-class training and recruit instruction; conducting progressive advanced training; implementing the division career development programs; and providing intelligence information to officers in the field. The DLE enhances boating safety and waterway experiences through maintenance and repair of approximately 244 boat ramps, construction of new boat ramps, and placement and maintenance of waterway markers.

MFM

Marine Fisheries Management

The Division of Marine Fisheries Management manages Florida's marine fisheries for their long-term sustainability, their economic benefits, and for the enjoyment of the public.

The Division of Marine Fisheries Management works with stakeholders, federal agencies, other states, and regional councils to manage and provide outreach on more than 500 marine fish and invertebrates. The division also provides expertise, monitoring, and grant funding for the deployment of artificial reefs; recovers lost or abandoned lobster and crab traps; conducts wholesale-dealer audits; provides agency comments on proposed development projects that may affect marine resources; and issues special activity licenses for harvest of species for research and educational purposes . This division additionally provides outreach and education to introduce people to the sport of fishing, instill ethical angling values, and ensure comprehension of marine fisheries regulations

Primary work areas include compiling fishery data, coordinating with other government agencies and research institutions, and soliciting information from the public regarding fishery management strategies for state saltwater fisheries regulations; serving as liaison between the FWC Commissioners, interstate fisheries commissions, and federal fishery management councils that manage marine fish species such as snapper and grouper in federal and interstate waters; promoting responsible recreational and commercial fishing activities; and administering the statewide artificial reef programs.

Approach to the Future

Strategic Framework

Maintaining the FWC's core work is foundational to achieving our mission and continuing our success of achieving conservation. Enforcement and education, public engagement, species and habitat management, comprehensive research, freshwater and marine fisheries enhancement, sustaining game wildlife as a public resource, and operating within responsible business practices are all components of the exceptional work we do every day. These central functions comprise the majority of our time and effort, and continuing to excel in this work is key to successfully conserving Florida's fish and wildlife and their habitats into the future.

Currently, considerable effort is spent responding to urgent challenges. Much of this work is reactive in nature, rapidly consumes resources, and ultimately pulls focus from identified priorities. A refined approach to the future – one that results in a more agile and focused organization – is necessary to minimize time spent reacting and increase time spent making progress toward our strategic priorities. By increasing the portion of work we do that is strategic, focused, and proactive, we can better adapt to our changing environment, integrate strategic solutions into our operations to address specific issues, and position ourselves to successfully conserve fish and wildlife into the future (Figure 1) .

The strategic approach presented here is a framework for infusing strategy into our operations and ultimately positioning the FWC to proactively address known challenges, capitalize on opportunities, and continue to successfully fulfill our mission. Investing time in strategic priorities is necessary to sustain the model for fish and wildlife conservation that the FWC has built. The conservation gains realized through focused planning and dedicated action are both worthwhile and essential. When strategic initiatives become fully integrated into the core components of the work we do, we achieve long-term, sustainable success.

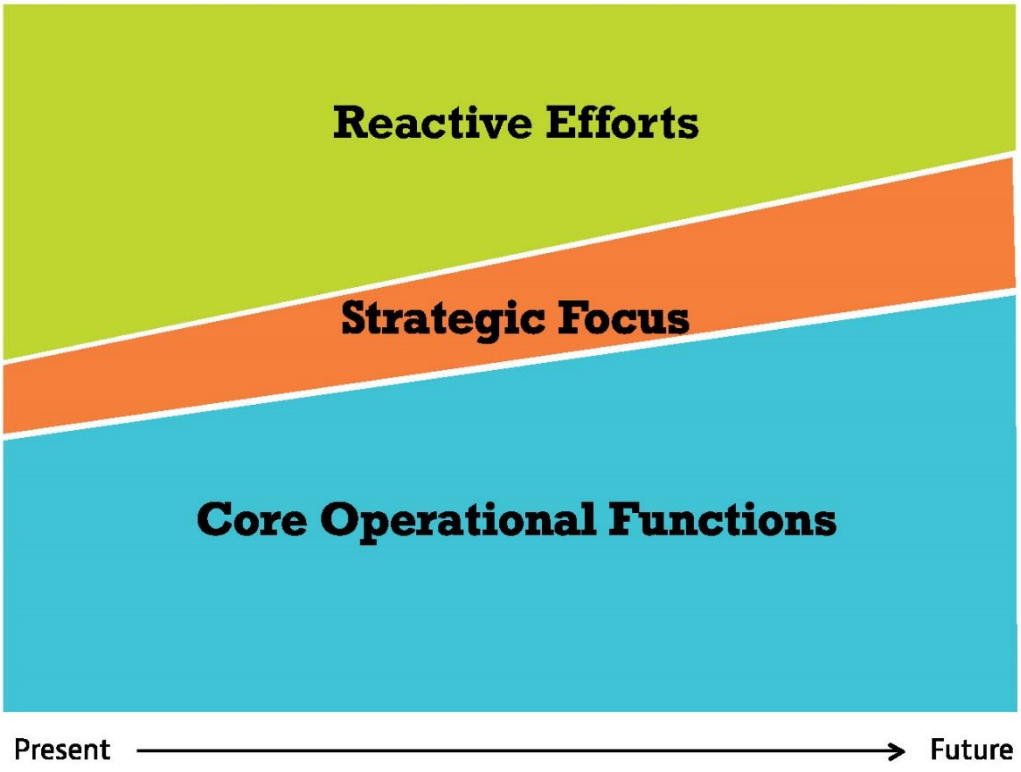


Figure 1. Currently, a significant portion of our effort is spent reacting to urgent issues. With a shift to a more proactive, forward-focused approach, through time we can reduce the overall amount of reactive efforts by using approaches that address future challenges.

Establishing Dynamic Strategic Initiatives

Identifying strategic priorities at the agency, division, and section/ program level is an important component of a future-focused approach. Strategic initiatives are intended to leverage areas of strategic importance and strengthen conservation efforts. SIs are distinguished as proactive, timely, and important topics requiring increased focus and a shift in resources. SIs are not a response to urgent, reactive challenges, nor are they a shift in course due to opportunities to address topics of lower priority. They are those critically important conservation efforts that focus on future opportunity or alignment, require dedicated attention, challenge us to work across organizational lines, and for which a shift in resources or change in operational structure may be required.

Initiatives will be selected through an ongoing process that includes environmental scanning and staff input. Strategic planning will include feedback and ongoing discussion with each division to clarify emerging issues and priorities. A cross-divisional strategic planning team will compile input, identify common themes across the agency, and evaluate potential initiatives. This team will produce recommendations on strategic areas of focus for agency and division-level initiatives to be discussed with each division leadership team and by the FWC's Executive Leadership Team. Collectively, the ELT will determine which issues become agency-level initiatives. Then, with support from the agency's strategic planning team, initiative sponsors will coordinate cross-divisional work to further describe the initiative and develop clear objectives and timelines.

Strategic initiatives:

- Realize significant benefits for conservation that otherwise would not occur.
- Are forward-focused instead of reactive.
- Need directed increase in agency focus.
- Span section or division boundaries.
- Require resource reallocation.
- May necessitate realignment or organizational transformation.

To ensure available resources are fully focused on priorities, no more than three agency SIs will be active at any given time. Limiting the number of topics we are addressing through a strategic shift in resources is intended to yield more progress in each initiative more quickly than when resources are divided among numerous initiatives. Initiatives will develop clearly defined objectives from the onset and will be evaluated annually. Many topics identified through consideration of influences, challenges, and opportunities may be urgent in nature and require cross-divisional coordination at an operational level. While only a subset of these topics will be active as an SI at any given time, we will continue to design our core work to sustainably address urgent needs by working across organizational boundaries. As this intentionally necessitates an adaptive approach, we will reassess this process after another five-year period to improve our development of strategic initiatives moving forward.

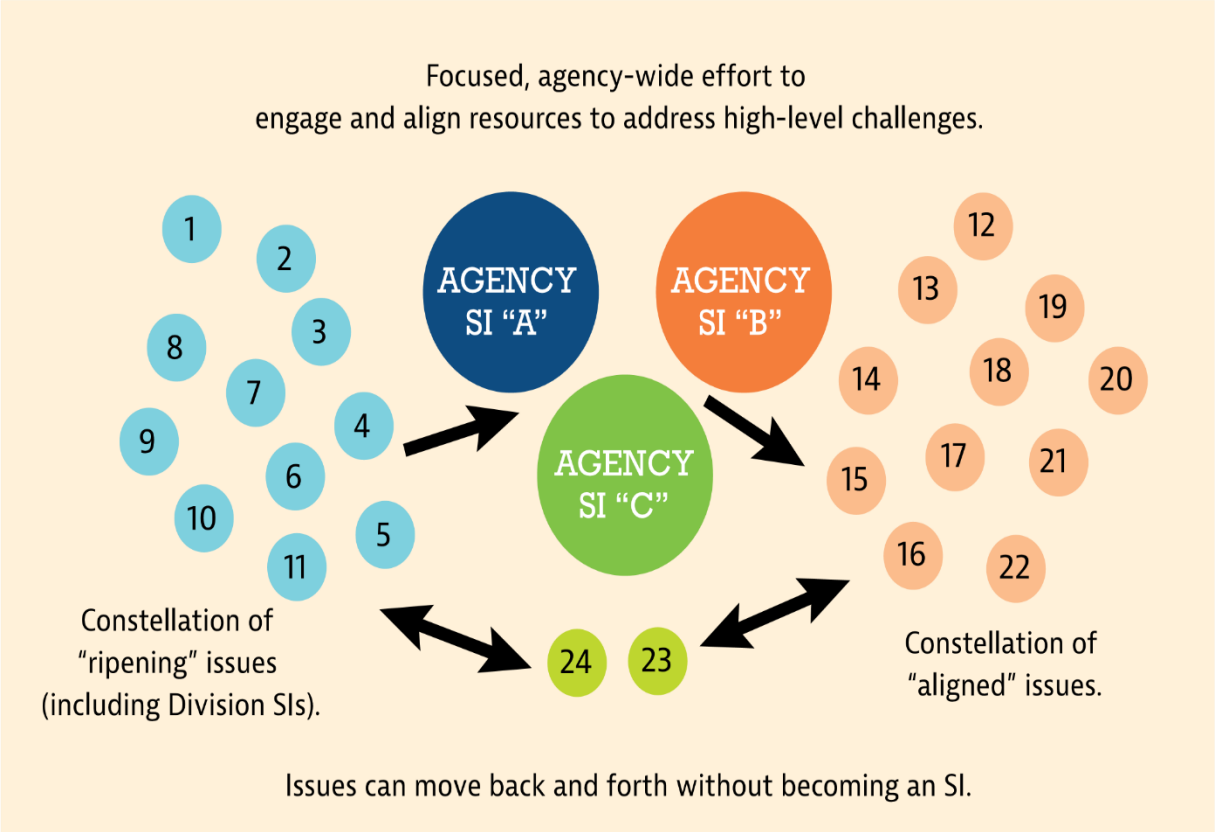


Figure 2. Dynamic Strategic Initiatives for 2020-2024

There will be no more than three agency strategic initiatives at any one time with no more than three strategic initiatives per division. Initiatives can change when special emphasis is no longer needed and they will be tracked as part of the strategic plan framework.

Integrative Work Planning

To help weave strategic thinking into the fabric of the FWC, we will identify initiatives at multiple levels of the agency (e .g ., division, section, and program initiatives) to both support agency initiatives and integrate the strategic framework into the structure of our core work . While key issues will be addressed through agency initiatives, division initiatives are also critical to addressing important topics. Sections and programs may also identify initiatives by shifting focus to a refined set of topics. Divisions, sections, and programs are encouraged to apply a framework similar to the one presented here to identify priorities requiring a strategic approach and develop timely initiatives to address them. Like agency-level initiatives, these will have a refined focus, so no more than three initiatives will be active for a division at any given time. Divisions with a significant role in an agency initiative will assume the agency initiative as one of up to three initiatives on which to focus as a division. This framework is founded on each division, section, and program initiating proactive strategies in addition to maintaining operational priorities. To achieve this, divisions may need to identify operational activities that no longer warrant agency focus and evaluate where capacity can be created to refocus on proactive topics. With strategic efforts active at the agency, division, and potentially section and program levels, we will strive to align vertically to leverage resources and coordinate efforts (Figure 3).

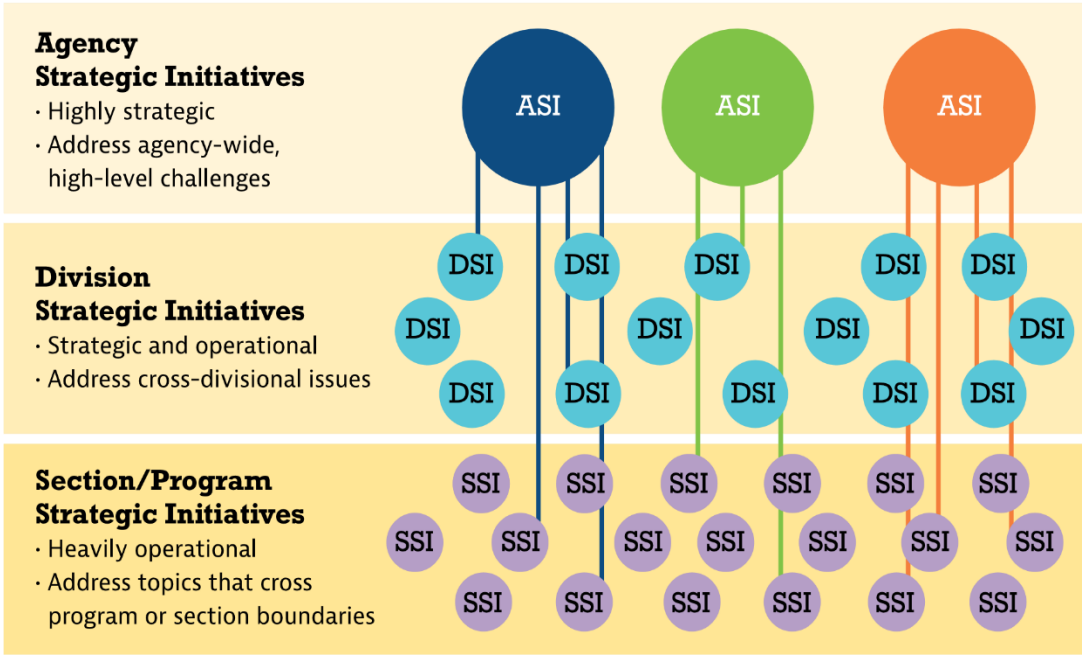


Figure 3. Strategic initiatives at the agency, division, and section or program levels. Vertical alignment of effort and coordination supports progress toward initiatives at multiple levels within the agency.

Future-focused Conservation

FWC's 2020-2024 strategic plan is built upon the idea that we must be intentional in our work to conserve Florida's fish and wildlife resources so they are available for current and future generations. Our success in this arena directly depends on our individual and collective action, and accountability for achieving our mission. Guided by this strategic approach, shaped by our values and fueled by our passion, we will work together to build the Florida we envision: a Florida where fish and wildlife are abundant and thriving in healthy and connected natural landscapes with vital working lands and waterways; where natural resources are valued and safely enjoyed by all; and wherein natural systems support vibrant human communities and a strong economy.

Strategic Initiatives: 2020

Agency Initiatives

From October 2019 through March 2020, the agency strategic planning team worked with division leadership teams to determine the next round of SIs (this process is outlined in Appendix 1). The ELT collectively affirmed the initial three agency SIs and discussed initiative alignment under the new strategic approach. Moving forward, initiative sponsors will coordinate cross-divisional work to establish clear milestones and time frames for achieving objectives under the following areas of strategic focus:

Invest Inward

A strong foundation to maintain our core functions is critical to sustaining the important work we do and achieving our mission. **Investing Inward** means focusing on key challenges within our agency that, when addressed, position us to better accomplish sustainable conservation into the future. These challenges include: 1) staff retention, recruitment, capacity, and distribution; 2) infrastructure improvements, facilities, technology, and equipment; and 3) cultivating a culture that cares through investing in morale, professional development, diversity, and inclusion.

Landscape Conservation

The **Landscape Conservation** initiative will define a unified conservation vision to be implemented at the local level and fit within a broadly agreed-upon conservation target. This conservation vision should be one that can be shared with and implemented by internal and external, public and private partners to achieve broad-scaled, long-lasting conservation outcomes. Conservation delivery at the local level will require that we develop a network of local, state, federal, and private partners to provide technical and financial resources (data, information, assistance, funding opportunities) and a stable communication network.

Relevancy, Engagement, and Support

Recognizing the need to adapt to Florida's changing demographics and values by improving agency engagement and service to broader constituencies, **Relevancy, Engagement, and Support** focuses on the need to enhance conservation through broader engagement, identify available capacity for and challenges to reaching and servicing more constituents, and establish logical steps to helping the public understand the impact that fish and wildlife conservation has on their quality of life and mental and physical well-being. This includes increasing both social and financial support for conservation.

Division Initiatives

The input provided by division leadership to determine agency strategic initiatives was also used to determine division initiatives. As outlined in the strategic framework section, divisions with a significant role in an agency strategic initiative will assume the agency initiative as one of their three division initiatives. The initiatives in Figure 4 were identified as the most timely to address at the agency and division levels. Division initiatives were also affirmed by the ELT. Each initiative will be further described by divisions as part of their workplans.

Many division initiatives align with the broader agency initiatives but will address discrete challenges relevant to the core work of those divisions. This alignment increases the focus and shift of resources towards these topics through both strategic and operational approaches and unifies work across the agency. Some divisions also have initiatives that do not directly align with agency initiatives but do represent important, timely topics that divisions, programs, and sections will strategically address. The constellation of initiatives at the agency and division levels illustrates the alignment of strategic work proposed in Figure 3.

Strategic Alignment

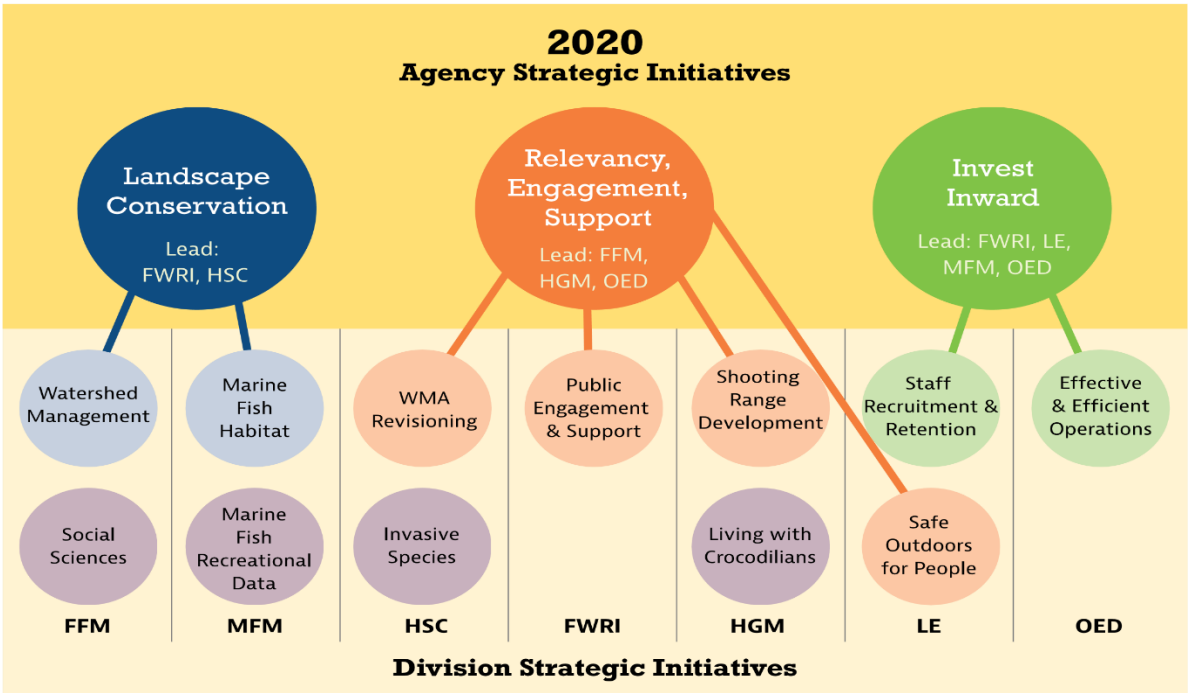


Figure 4. Vertical alignment between the agency and division initiatives shows multiple tiers of support for the broad initiative topics.

APPENDIX 1

2020 Strategic Initiative Selection Process

Division leadership teams provided input on timely initiatives to the agency strategic planning team throughout the selection process. A number of challenges and opportunities were identified through a questionnaire and follow-up discussions. Common themes emerged among the initiatives proposed by each division, and alignment was strong in several themes. These themes may affect each division in unique ways, but they represent agency-wide challenges that require a directed focus to fully address.

Table 1 on the following page is a process illustration of preliminary initiatives from the first round of data analysis. Development of agency and division initiatives went through several iterations of division-level review through the ELT as concepts evolved and solidified, eventually becoming the 2020 Strategic Initiatives outlined in Figure 4.

Table 1. Common themes were identified from the initiatives, influences, and challenges put forward by each division. This crosswalk represents proposed initiatives and alignment among agency-wide challenges. This information guided the initiative selection process for 2020.

Proposed Initiatives	Common Themes

	Agency Initiatives	Division Initiatives
FFM	Wildlife conflict	Lake management plans
	Watershed management	Chipola and shoal bass
	Social sciences	Largemouth bass
FWRI	Relevancy	Staff recruitment and retention
	Landscape conservation	Integrative research on events
	Diversify and modernize revenue	Integrative research on events
		Integrate research and management
	K-12 and new resident education	
HGM	Landscape conservation	Implement R3 plan
	Expand participation in conservation	Shooting range construction
		Living with crocodilians campaign
	Wildlife conflict	
HSC	Infrastructure improvement	WMA re-visioning (relevancy)
	Landscape conservation	HSC's role in landscape conservation
	Relevancy	
	Invasive species	
LE	Invest inward	Reinforce culture that cares
	Public service	Recruit and retain quality staff
	Science and conservation	Safe environment for people
MFM	Invasives	Maximize productivity, capacity
	Wildlife trafficking	Marine fish habitat
	Corals	Marine fish recreation data collection
	Invest inward	
OED	Internal focus/invest inward	OED organizational management
	Human dimensions and social science	
	Connectivity with other D/Os	
	Effective, efficient operation	

Invest Inward

- Staff: recruitment, retention, pay, capacity, distribution
- Infrastructure: facilities, technology
- Funding: stable sources
- Culture that cares: training, morale, professional development, diversity

Landscape Conservation

- Watershed management
- Integrate science with management
- WMA re-visioning
- Landscape conservation prioritization
- Marine and freshwater habitat

Relevancy, Engagement, and Support

- For fish and wildlife conservation
- For FWC as an agency
- Safe environment for people
- EPIC, R3, K-12 education
- Public service (good work)

Social Science and Human Dimensions

- Apply to management decisions
- Increase capacity to gather social science
- Increase value in FWC
- Use to influence behaviors
- Maintain focus on relevancy

Wildlife Conflict and Invasives

- Native species conflict
- Nonnative wildlife
- Invasive plants
- Aquaculture
- Trafficking and trade
- Living with crocodilians

Operational: Proactive Research and Development/Other

- Climate change
- Marine fish recreational data
- Largemouth bass
- Corals ♦Shooting Range Construction

11.13 FWC Apiary Policy

Florida Fish and Wildlife Conservation Commission

Apiary Policy

Division of Habitat and Species Conservation

Issued by:

Terrestrial Habitat Conservation and Restoration Section

9/1/2010

Enclosed is the HSC/THCR Apiary Policy for all Florida Fish and Wildlife Conservation Commission's Wildlife Management Areas and Wildlife and Environmental Areas.

DIVISION OF HABITAT AND SPECIES CONSERVATION POLICY

Issued September 2010

SUBJECT: APIARY SITES ON FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION WILDLIFE MANAGEMENT AREAS AND WILDLIFE AND ENVIRONMENTAL AREAS

STATEMENT OF PURPOSE: It is the intent of this policy to determine which Florida Fish and Wildlife Conservation Commission (FWC) Wildlife Management Areas or Wildlife and Environmental Areas (WMA/WEA) may have apiary sites, and provides direction on site location, management and administration of said apiaries.

Definitions

Apiary – A place where bees and beehives are kept, especially a place where bees are raised for their honey.

Apiary Site – An area set aside on a WMA/WEA for the purpose of allowing a beekeeper to locate beehives in exchange for a fee as established by contract between the beekeeper and FWC.

Apiary Wait List – An apiary wait list will be maintained by the Terrestrial Habitat Conservation and Restoration (THCR) Section Leader's Office based on applications received from interested beekeepers. Only qualified apiarists will be added to the list. To become qualified the new apiarist must submit an application form and meet the criteria below under the section titled "Apiary Wait List and Apiary Application."

Beekeeper/Apiarist – A person who keeps honey bees for the purposes of securing commodities such as honey, beeswax, pollen; pollinating fruits and vegetables; raising queens and bees for sale to other farmers and/or for purposes satisfying natural scientific curiosity.

Best Management Practices – The Florida Department of Agriculture & Consumer Services (FDACS; Division of Plant Industry (DPI), Apiary Inspection Section, P.O. Box 147100, Gainesville, FL 332614-1416) provides Best Management Practices (BMP) for maintaining European Honey Bee colonies and FWC expects apiarists to follow the BMP.

Hive/Colony – Means any Langstroth-type structure with movable frames intended for the housing of a bee colony. A hive typically consists of a high body hive box with cover, honey frames, brood chambers and a bottom board and may have smaller super hive boxes stacked on top for the excess honey storage. A hive/colony includes one queen, bees, combs, honey, pollen and brood and may have additional supers stacked on top of a high body hive box.

Establishment of Apiary Sites on WMA/WEA

During the development of an individual WMA/WEA Management Plan, apiaries will be considered under the multiple-use concept as a possible use to be allowed on the area. "Approved" uses are deemed to be in concert with the purposes for state acquisition, with the Conceptual State Lands Management Plan, and with the FWC agency mission, goals, and objectives as expressed in the agency strategic plan and priorities documents. Items to consider when making this determination can also include:

- Were apiaries present on the area prior to acquisition?
- Are there suitable available sites on the WMA/WEA?
- Will the apiary assist in pollination of an onsite FWC or offsite (adjacent landowner) citrus grove or other agricultural operation?

For those WMA/WEAs that have not considered apiaries in their Management Plan, upon approval of this policy Regional Staff will work with the Conservation Acquisition and Planning (CAP) staff and THCR Section leadership to determine if apiaries are an approved use on the area. If apiaries are considered an approved use then a request will be made to the Division of State Lands to allow this use as part of an amended Management Plan. This request will be made through the THCR's Section Leader's office and coordinated by the CAP.

Determination of apiary site locations on WMA/WEAs should be done using the following guidelines:

- Apiary sites should be situated so as to be at least one-half mile from WMA/WEA property boundary lines, and at least one mile from any other known apiary site. Exceptions to this requirement must be reviewed by the Area Biologist and presented to the THCR Section Leader for approval.
- Site should be relatively level, fairly dry, and not be prone to flooding when bees would normally be present.
- Site should be accessible by roads which allow reasonable transfer of hives to the site by vehicle.
- If a site is to be located near human activity, such as, an agricultural field, food plot, wildlife opening, campsites, etc., or if the site may be manipulated by machinery at a time when bees would be present, then the apiary site should be located at a minimum of 150 to 200 yards from the edge of that activity. This will ensure minimal disturbance to the bees and minimize incidents with anyone working in the area.
- It is preferable to have apiary sites located adjacent to or off roads whenever possible. If traditional apiary sites were located on roads and the Area Biologist determines that the site will not impact use of the road by visitors then it will be allowed.
- FWC Area Biologist shall select apiary site(s) and the site(s) selected should not require excessive vegetation clearing (numerous large trees, dense shrubs) or ground disturbance (including fill).

WMA/WEA Staff Responsibilities

Area Biologist on WMAs/WEAs with approved apiary sites will forward a GIS shapefile depicting all the apiary site polygon(s), including a name or number with coordinates for each apiary site, to the THCR Contract Manager.

Area Biologist will monitor each apiary site no less than once a year to determine if the beekeeper is abiding by the contract requirements. If violations are noted, staff should bring them to the attention of the beekeeper for correction. If violations continue staff should notify the THCR Contract Manager who will determine if or what additional action is warranted.

Area Biologist will establish and maintain firelines around the apiary site to ensure the apiary site is ready when a planned burn is scheduled.

Area Biologist will advise the beekeeper of burn plans, road work, gate closures, or other site conditions and management activities that may affect the beekeeper's ability to manage or access the apiary site.

Area Biologist is not responsible to ensure access roads are in condition suitable for beekeepers to access their hives with anything other than a four wheeled drive vehicle. (The site of the apiary may be high and dry, but the roads accessing them may be difficult to impossible to get a two wheeled drive vehicle into during extreme weather, e.g., heavy rainfall events.)

Apiary Wait List and Apiary Application

An electronic waiting list for apiary sites will be maintained by the THCR's Contract Manager for each WMA/WEA. To be placed on the waiting list an interested beekeeper must submit an apiary application form to the contract manager (See Enclosed Application Form). Each applicant will be considered based on the following criteria:

- Proof of a valid registration with the FDACS/DPI.
- Proof of payment of outstanding special inspection fees for existing sites.
- A validated history of being an apiary manager.
- Three references that can attest to the applicant's beekeeping experience.

If an apiary site is becomes available on a WMA/WEA and there are beekeepers on the waiting list interested in that particular area, those individuals meeting the criteria above will be given preference. If there is more than one beekeeper meeting the criteria with their name on the list then a random drawing will be held by the THCR Contract Manager to determine who will receive the site. Beekeepers on the waiting list will be notified in writing of the random drawing's date/location and will be invited to attend. The individual's name selected during this drawing will be awarded the contract.

Apiary agreements are non-transferable. Each agreement serves as a contract between a specific individual or company and FWC, and the rights and responsibilities covered by an individual agreement cannot be transferred.

Contracts

Apiary contracts are for five (5) years and renewals are contingent upon a satisfactory performance evaluation by Area Biologist and concurrence of the THCR Section Leader. Approval is based on apiarist performance, adherence to rules and regulations and general cooperation. If an Area Biologist decides an apiarist whose contract is expiring is unacceptable he may recommend not approving the new contract. If this transpires then the wait list process using random selection will be used. If there is no apiarist on a current wait list then the apiarists who are in good standing with existing contracts will be notified to see if any want to be put on

the wait list for the drawing. If none are interested then the site will be put on hold pending a valid request.

Pricing of Apiary Site(s)

Cost of each apiary site will be $40 annually which will include up to 50 beehives. Additional beehives will be charged at the rate of $40 per 50 beehives.

Pricing examples:

- A beekeeper is leasing 2 apiary sites with up to 100 beehives - the fee per year is $80.
- A beekeeper is leasing 3 apiary sites with up to 200 beehives - the fee per year is $160.

Note: The maximum number of hives/colonies allowed on an apiary site will be at the discretion of the apiarist. However, the apiarist is strongly recommended to follow the BMP as recommended by the FDACS/DPI. In addition to providing the BMP, FDACS/DPI's management has recommended 50 hives per site in pineland communities and no more than 100 hives per site in areas with bountiful resources. However, FWC will not dictate the number of hives on a site unless they create land management issues.

Bear Depredation Control at Apiary Site(s)

Beekeepers are required to consult with the WMA/WEA Area Biologist to see if electric fencing is required for their apiary sites. If the Area Biologist requires electric fencing then the Beekeeper shall construct and maintain electric fences for each apiary site. Numerous electric fence designs have been used to varying success and FWC as a courtesy provides an electric fence technical information bulletin with each Agreement. This bulletin is attached in order to assist the Beekeeper and/or provide a design that has been proven to be reasonable effective.

SUBJECT MATTER REFERENCES

Apiary Inspection Law - Chapter 586, Florida Statutes (see http://www.leg.state.fl.us/Statutes/), Rule Chapter 5B-54, Florida Administrative Code (see www.flrules.org).

The Board of Trustees of the Internal Improvement Trust Fund – Recommended Apiary Agreement Guidelines For Apiaries & Revisions to an Agreement for Apiary Activities on State Lands on September 23, 1986
S:\HSC\THCR\APIARY.BACKUP.POLICY\dlissupport@dos.state.fl.us_20100903_111446.pdf

Senate Resolution 580, September 21, 2006: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109_cong_bills&docid=f:sr580ats.txt.pdf

Attachments

Sample Apiary Agreement W/Attachments (Map Placeholder & Electric Fence Bulletin)

Sample Apiary Site Application Form W/Mission Statement

Best Management Practices for Maintaining European Honey Bee Colonies

Sample of Random Selection Process Procedure

APPROVED:

_____

Division Director or Designee

DATE: _____

Florida Fish & Wildlife Conservation Commission
Contract/Agreement Routing Review Form

1. TYPE: ☑ New ☐ Amendment #_____ ☐ Task Assignment #_____ ☐ Renewal/Extension ☐ Modification
☐ Expenditure Contract ☐ Expenditure Grant ☐ MOA/MOU ☑ Revenue Generating

2. Contract Number: 21097 **3. Contract Manager's Name/Telephone Number:** Byron A. Williams 850-617-9510

4. Project Manager: Andrew Pope **Date:** 9/23/2021 **Telephone #:** 941-833-2555 **Division/Office** HSC

5. ☑ **Financial** ☐ **Non-Financial** **Method of Procurement:** L-Exempt, Services or Commodities provided by Govern **Solicitation #:**

6. Project Title/Contract Description: Apiary Agreement, William Perry, Babcock/Webb WMA and Yucca Pens Unit of Babcock/Webb WMA

7. Original Contract Amount	Increase Amount	Decrease Amount	Revised Contract Amount
$ 1,320.00/yr-$3,960.00 Tot	$	$	$

8. Contract Begin Date: 11/15/2021 **Original End Date:** 11/14/2024 **New End Date:**

9. Vendor Name: William Perry **Telephone#:** 570-333-4774

10. Vendor's Contact Name: William Perry **11. Vendor/Tax ID#** **Seq.#**

12. Cost/Price Analysis Required? ☐ Yes ☑ No **13. Risk Assessment Required?** ☐ Yes ☑ No

14. Administrative Review/Signature

Reviewed				
	If Reviewed Electronically, check box to indicate "Reviewed" and include the continuous email of approvals. If Reviewed in Hard Copy, please initial under "Reviewed", Print Name, Date and indicate if edits are required.			
✓	**Contract Manager Name:** Byron A. Williams	Digitally signed by Byron A. Williams Date: 2021.09.27 09:18:20 -04'00'	**Date:** 9/23/2021	**FCCM #:** 18072
✓	*If not applicable, indicate with "N/A"* **Budget Reviewer Name:** Rosa Guthrie	Digitally signed by Rosa Guthrie Date: 2021.09.27 13:05:52 -04'00'	**Date:** 9/27/2021	**Edits:** ☐ Yes ☑ No
✓	*Delegate based on current Fiscal Year Delegation of Authority* **Div/Off Director or Delegate:** David B. Johnson	Digitally signed by David B. Johnson Date: 2021.09.27 15:04:42 -04'00'	**Date:** 9/27/2021	**Edits:** ☐ Yes ☑ No
	If not applicable, indicate with "N/A" **Chief Information Officer:**		**Date:** N/A	**Edits:** ☐ Yes ☐ No
✓	**FBO Contract Admin.:** Bryan Tucker	Digitally signed by Bryan Tucker Date: 2021.09.29 08:54:43 -04'00'	**Date:** 9/29/2021	**Edits:** ☐ Yes ☑ No
	Applicable when one or more of the following applies (Over $325k, a five-year or longer contract term, Requires OED Execution), if none apply indicate with "N/A" **General Services Section Leader:**		**Date:** N/A	**Edits:** ☐ Yes ☐ No

15. Contract Execution ***(MUST be Hard Copy Review/Signatures)***
If not executed for any reason, please notify FBO Contract Administration and the Contract Manager

Legal Signature: Anthony Pinzino Digitally signed by Anthony Pinzino Date: 2021.09.29 16:10:08 -04'00' **Date:**_____

Print Name:_____

Return to the Contract Manager for Vendor Signature

Date Sent to Vendor: 9/30/2021 **Date Received Back from Vendor:** 10/20/2021

By signature, the Contract Manager Confirms no changes were made after Legal review during initial routing and review.

Contract Manager Signature: Byron A. Williams Digitally signed by Byron A. Williams Date: 2021.10.20 14:18:58 -04'00' **Date:** 10/20/2021

Print Name: Byron A. Williams

If changes were made after Legal review, attach a documented list of changes and route back to Legal prior to proceeding with any further approvals or execution.

Legal Signature:_____ **Date:**_____

Print Name: N/A

If not applicable (under $500k or less than 5 years or does not require OED Execution), indicate with "N/A"

****Chief Operating Officer Signature:**_____ **Date:**_____

Print Name: N/A

Executive Director or Designee Signature: James C Conner III Digitally signed by James C Conner III Date: 2021.10.20 15:11:51 -04'00'

Print Name:_____

EXECUTION DATE: *(Date Signed by Ex. Dir. or Designee)* 10/20/2021

FBO Contract Admin. Signature:_____ **Date Entered into FACTS:**_____

Date Received:_____ **Print Name:**_____

**Contract Attestation, if anticipated expenditures of $500,000 or more: I confirm that this contract or purchase order contains or complies with the requirements of FBO Memorandum 2016-01.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

CONFLICT OF INTEREST CERTIFICATION

As set forth in Section 112.313, Florida Statutes, employees of the Florida Fish and Wildlife Conservation Commission (FWC/Commission) may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest. Therefore, I hereby certify that I have no present conflict of interest and that I will recuse myself from any capacity in taking part in the solicitation, development, or selection criteria for evaluation; the evaluation process and the decision making, approval, disapproval, or recommendation of any consultant/contractor for selection on any contract; or management of any contract if I have a conflict of interest or a potential conflict of interest.

I realize that violation of the above-mentioned statute would be punishable in accordance with Section 112.317, Florida Statutes, and may result in disciplinary action by the Commission.

21097

FWC Grant Agreement/Contract #

Byron A. Williams

Print Name

Byron A. Williams Digitally signed by Byron A. Williams Date: 2021.09.27 09:14:53 -04'00' 9/23/2021

Signature **Date**

FWC Contract No. 21097

AGREEMENT FOR APIARY ACTIVITIES ON STATE LANDS

THIS AGREEMENT is made by and between the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600, hereinafter known as "the COMMISSION," and William Perry, 2115 S.E. Durrance Road, Arcadia, Florida, 34266, telephone number (570) 333-4774, hereinafter known as "the USER."

WITNESSETH

In consideration of the mutual promises to be kept by each and the payments to be made by the USER, the parties agree as follows:

1. TERM: This Agreement will begin upon execution and will end three (3) years from the date of execution.

2. The COMMISSION Agrees:

    a. To provide apiary sites on state lands, which will be identified by the COMMISSION staff and located on the property identified in (4) (h) below.

    b. To provide technical assistance for bear-proofing, if required by Area Biologist, of site(s) made available under this Agreement.

    c. To allow the USER to place a total number of 1,650 hive boxes on the COMMISSION-managed property at the apiary sites.

3. The USER Agrees:

    a. To pay $1,320 on or before the execution date of this Agreement and each year thereafter on or before the anniversary date of the original contract execution date, with check or money order payable to the Florida Fish and Wildlife Conservation Commission. All payments shall be remitted to The Florida Fish and Wildlife Conservation Commission, Finance and Budgeting, Accounting Section, PO Box 6150, Tallahassee, FL 32399-6150, and a copy of the check to The Florida Fish and Wildlife Conservation Commission, Wildlife and Habitat Management Section, Attn: Section Leader, 620 South Meridian Street, Tallahassee, Florida 32399-1600.

    b. To have no more than 50 hive boxes on each apiary site property at one time for a total not to exceed 1,250 hive boxes within Babcock/Webb WMA and 400 hive boxes within the Yucca Pens Unit of the Babcock/Webb WMA.

c. To comply with the Florida Honey Certification and Honeybee Law, Chapter 586, Florida Statutes, and Rule 5B-19, Florida Administrative Code, and all other applicable federal, state, or local laws, rules or ordinances.

d. To not damage, cut or remove any trees in the course of preparing for or conducting operations under this Agreement.

e. To repair within 30 days of occurrence any damage to roads, trails, fences, bridges, ditches, or other public property caused by USER'S operations under this Agreement based on discretion of the COMMISSION to ensure the WMA/WEA management goals are met. All repairs will be coordinated with the Area Biologist to ensure management goals are met. If USER does not comply within the 30 day requirement, then the COMMISSION may use a third party to perform the repairs and charge the USER accordingly.

f. To report any forest fires observed and to prevent forest fires during the course of operations under this Agreement.

g. To abide by all WMA/WEA rules and regulations in addition to items in this Agreement.

h. To notify the Area Biologist within 24 hours when a bear depredation event occurs.

i. To post their name in an agreed upon location at each site covered by this Agreement or otherwise use an identifying system that is approved by the Area Biologist.

j. To furnish proof of general liability insurance prior to starting apiary activities on state property or within 30 days of execution of this Agreement, whichever is earlier, and proof of annual renewal of the general liability insurance policy prior to or upon expiration date of the policy. The USER shall maintain continuous general liability insurance throughout the term of this Agreement for no less than $300,000 for bodily injury and $100,000 for property damage for each occurrence. Such a policy shall name the COMMISSION as the Certificate Holder. The USER's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason during the term of this Agreement except after thirty (30) days written notice to the COMMISSION.

k. To be liable for all damage to persons or property resulting from operations under this Agreement, and to release, acquit, indemnify, save and hold harmless the

COMMISSION, its officers, agents, employees and representatives from any and all claims, losses, damages, injuries and liabilities whatsoever, whether for personal injury or otherwise, resulting from, arising out of or in any way connected with activities under this Agreement or activities occurring from any other source not under this Agreement and the USER further agrees to assume all risks of loss and liabilities incidental to any natural or artificial condition occurring on state lands cover by this Agreement.

l. To construct and maintain electric fences, if required by the Area Biologist at the Area Biologist's discretion, to provide protection of apiaries from black bear depredation consistent with the technical information bulletin attached to this agreement, and, if so required, to maintain an open buffer around the fencing of five (5) feet or more. (See Attachment A, Florida Fish and Wildlife Conservation Commission (FWC) Technical Information Bulletin, December 2001, Use of Electric Fencing To Exclude Bears and Prevent Property Damage)

m. To remove all personal property from the site within thirty (30) days of termination or expiration of this Agreement. The USER understands that after this time, all the USER'S personal property remaining on the WMA/WEA shall be deemed abandoned and become the property of the COMMISSION, which will be utilized or disposed of at the sole discretion of the COMMISSION, and that reasonable storage and/or disposal fees and/or costs may be charged to the USER.

4. The parties mutually agree:

a. This Agreement is not transferable.

b. The USER's failure to submit payment by the due date established herein may result in cancellation of the Agreement by the COMMISSION.

c. The USER's failure to submit proof of general liability insurance or proof of annual renewal in compliance with (3) (j) above may result in cancellation of this Agreement by the COMMISSION.

d. This Agreement shall be in effect for a period of five (5) years and issuance of a new agreement will be contingent upon a satisfactory performance evaluation and approval of the Area Biologist.

e. Each apiary site shall be situated so as to be at least one-half (1/2) mile inward from state property lines and there shall be at least one (1) mile separation between sites. Exceptions to this rule must be reviewed by the Area Biologist,

presented to and approved by the Wildlife and Habitat Management Section Leader.

f. The USER shall save, hold harmless and indemnify the State of Florida and the COMMISSION against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the acts or omissions of the USER, his subcontractor, or any of the employees, agents or representatives of the USER or subcontractor.

g. This Contract with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

h. The sites covered by this Agreement are described as being in the vicinity of or at the following latitude and longitude coordinates.

For Babcock/Webb WMA:

POINT #	LAT	LONG
W1	26.878374	-81.957338
W2	26.921267	-81.92534
W3	26.934638	-81.915308
W4	26.935823	-81.899533
W5	26.903019	-81.920762
W6	26.886664	-81.880144

W7	26.834894	-81.769594
W8	26.884699	-81.840892
W9	26.882187	-81.806064
W10	26.884516	-81.767056
W11	26.858002	-81.885326
W12	26.85825	-81.825053
W13	26.857544	-81.807217
W14	26.858003	-81.773466
W15	26.84551	-81.940287
W16	26.82735	-81.940992
W17	26.832507	-81.905792
W18	26.878285	-81.915872
W19	26.94539	-81.826258
W20	26.916382	-81.82479
W21	26.822555	-81.779957
W22	26.830331	-81.544139
W23	26.483937	-81.514345

W24	26.843698	-81.825623
W25	26.512907	-81.544139

For the Yucca Pens Unit of the Babcock/Webb WMA:

POINT #	**LAT**	**LONG**
YP1	26.483814	-81.592134
YP2	26.473356	-81.592516
YP3	26.461149	-81.584631
YP4	26.756447	-81.997422
YP5	26.753052	-82.014329
YP6	26.740933	-81.999582
YP7	26.747831	-81.97273
YP8	26.732952	-81.981187

and as represented by the Attachment B map.

i. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide goods or services to any public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity; and may not transact business with a public entity.

j. As part of the consideration of this Agreement, the parties hereby waive trial by jury in action brought by either party pertaining to any matter whatsoever arising

out of or in any way connected with this Agreement. Exclusive venue for all judicial actions pertaining to this Agreement is in Leon County, Florida.

k. This Agreement may be terminated by the COMMISSION upon thirty (30) days written notice to the USER in the event the continuations of the apiary activities are found to be incompatible with the COMMISSION'S management plans or for any other reason at the sole discretion of the COMMISSION.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year last below written.

USER SIGNATURE

Date: Oct 11, 2021

Witness

Gerardo Castro
Witness

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

James C. Conner, III, Section Leader
Wildlife and Habitat Management

Date: 10/20/2021

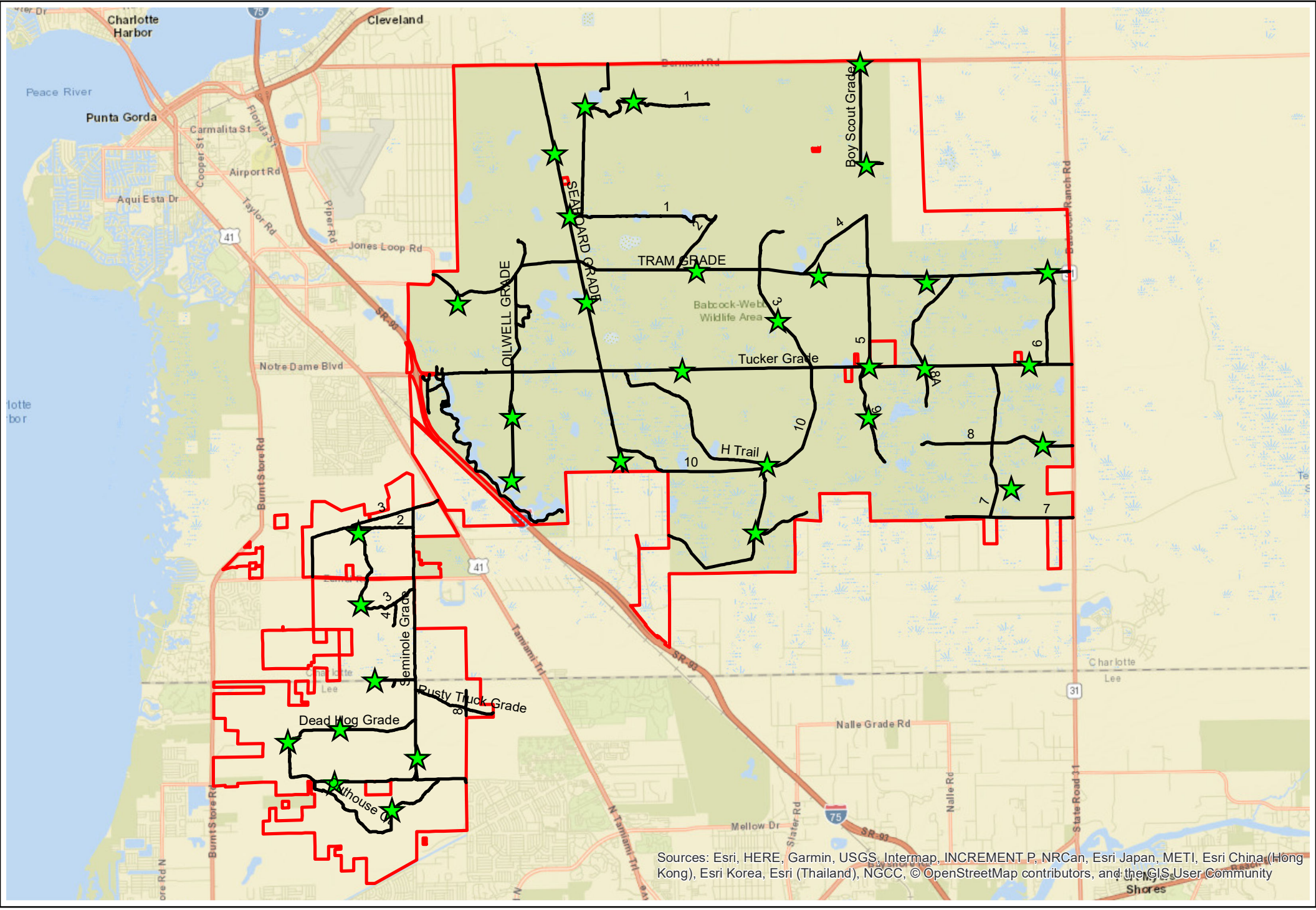
Witness

Witness

Approved as to form and legality
Anthony Pinzino
Digitally signed by Anthony Pinzino
Date: 2021.09.29 16:07:09 -04'00'

Attachment A: Florida Fish and Wildlife Conservation Commission (FWC) Technical Information Bulletin, December 2001, Use of Electric Fencing To Exclude Bears and Prevent Property Damage

Attachment B: Map of Apiary Locations for FWC Apiaries on Babcock/Webb WMA and the Yucca Pens Unit of Babcock/Webb WMA



Babcock/Webb WMA Apiary Sites

Roads

WMA Boundary

Apiary Locations

N

0 1 2 4 Miles

APIARY SITE APPLICATION FORM

Florida Fish and Wildlife
Conservation Commission

RETURN TO: The Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600. Please print or type all information. Attach additional sheets if necessary.

Name _____ Telephone Number _____

Mailing Address _____

City or Town_____ County _____ Zip Code _____

Physical Address (If Different from Mailing Address) _____

Company Name: _____

Email Address _____

Requested Wildlife Management or Wildlife and Environmental Area(s)(see attached list of WMA/WEAs with apiary sites):

WMA/WEA _____ County_____ # of Sites_____

WMA/WEA _____ County_____ # of Sites_____

WMA /WEA_____ County_____ # of Sites_____

WMA /WEA_____ County_____ # of Sites_____

Planned Number of Hives Per Site: _____ Permanent: ____ Seasonal: _____

Member of Beekeepers Association: Yes____ No____

Number of Years a Member_____

Name of Beekeepers Association:_____

Are you registered with Florida Department of Agriculture and Consumer Services/Division of Plant Industry (FDACS/DPI):_____Yes _____No _____N/A If yes, please provide proof.

Are you current with any and all special inspection fees:_____Yes _____No _____N/A. If yes, please provide proof.

Do you follow all recommended Best Management Practices from FDACS/DPI?:_____Yes _____No

If no, then please explain on a separate piece of paper.

Please provide below a chronological history of your beekeeping experience. If you need more space, please provide additional sheets:

References: If a new apiary contractor, please provide on a separate piece of paper at least 3 references who can verify your apiary experience. Provide each reference's name, address, phone number and email address (if applicable). Please attach reference sheet to this document and submit.

MISSION STATEMENT

Management
Of
Florida Fish and Wildlife Conservation Commission's
Wildlife Management Areas
And
Wildlife and Environmental Areas

The mission of the Florida Fish and Wildlife Conservation Commission (FWC) is to manage fish and wildlife resources for their long-term well-being and the benefit of the people. To aid in accomplishing this mission, one of FWC's management goals is to manage fire-adapted natural communities on our Wildlife Management and Environmental Areas (WMA/WEA) to support healthy populations of the plants and animal's characteristic of each natural community. In order to achieve this goal various habitat management techniques are used. These include prescribed burning, applications of herbicides and mechanical treatment of vegetation. These management efforts will take place at various times and locations on each of the FWC's WMA/WEAs. Staff on each WMA/WEA will work with and make users aware of these activities when necessary. Users must be aware and accept that these activities are necessary for the proper management of the area.

Note: This document is included as an attachment with each Application and executed Contract.

FDACS/DPI's BMP

Florida Department of Agriculture & Consumer Services

BEST MANAGEMENT PRACTICES FOR

MAINTAINING EUROPEAN HONEY BEE COLONIES

1. Beekeepers will maintain a valid registration with the Florida Department of Agriculture and Consumer Services/Division of Plant Industry (FDACS/DPI), and be current with any and all special inspection fees.

2. A Florida apiary may be deemed as European Honey Bee with a minimum 10% random survey of colonies using the FABIS (Fast African Bee Identification System) and/or the computer-assisted morphometric procedure (i.e., Universal system for the detection of Africanized Honey Bees (AHB) (USDA-ID) or other approved methods by FDACS on a yearly basis or as requested.

3. Honey bee colony divisions or splits should be queened with production queens or queen cells from EHB breeder queens following Florida's Best Management Practices.

4. Florida beekeepers are discouraged from collecting swarms that cannot be immediately re-queened from EHB queen producers.

5. Florida Beekeepers should practice good swarm-prevention techniques to prevent an abundance of virgin queens and their ready mating with available AHB drones that carry the defensive trait.

6. Maintain all EHB colonies in a strong, healthy, populous condition to discourage usurpation (take over) swarms of AHB.

7. Do not allow any weak or empty colonies to exist in an Apiary, as they may be attractive to AHB swarms.

8. Recommend re-queening with European stock every six months unless using marked or clipped queens and having in possession a bill of sale from an EHB Queen Producer.

9. Immediately re-queen with a European Queen if previously installed clipped or marked queen is found missing.

10. Maintain one European drone source colony (250 square inches of drone comb) for every 10 colonies in order to reduce supercedure queens mating with AHB drones.

11. To protect public safety and reduce beekeeping liability, do not site apiaries in proximity of tethered or confined animals, students, the elderly, general public, drivers on public roadways, or visitors where this may have a higher likelihood of occurring.

12. Treat all honey bees with respect.

RANDOM

SELECTION PROCESS

FOR VACANT APIARY SITE

When an apiary site becomes available the following procedure is used to randomly select the next apiarist (beekeeper) for an available apiary site on a WMA or WEA. Only those who have been evaluated and deemed qualified to be an apiarist on a WMA/WEA through the Apiary Application process will be eligible for this selection process. The steps below will be followed by the THCR Contract Manager when a site becomes available to be filled by a qualified apiarist:

1. The THCR Contract Manager will maintain an “Apiary Wait List Folder” on the THCR SharePoint for each WMA/WEA with apiary sites.
2. A wait list is either created or updated when an Apiary Application(s) is received by the THCR Contract Manager from a qualified apiarist.
3. Upon receipt of an apiary site application, the THCR Contract Manager will review the WMA/WEA folder to see if there is an “Apiary Wait List”.
4. If a list exists then the qualified applicant will be added to the list.
5. When an apiary site becomes available if there are more than one qualified apiarist then these apiarists will be contacted by certified letter to determine their interest.
6. The letter will request a response within 10 working days to make them eligible for the random drawing.
7. If there is no response or is negative then that apiarist will not be included in the random drawing and the name will be removed from the waiting list*.
8. If only one apiarist responds positively to the certified letter then the available site will be awarded to that interested apiarist.
9. If there are no apiarists on a wait list or all responses are negative then apiarists who currently have site(s) under Agreement and where not on the waiting list will be contacted to see if any have interest in the available site. If more than one responds then the random drawing process will be used to determine who will be awarded the site.
10. Steps to be performed by the THCR Contract Manager to execute the random selection for an available apiary site are listed below:
    a. The names of each interested apiarist will be noted on a 1” X 2” piece of paper and folded in half.
    b. The pieces of paper will be inserted into a “black film canister” which has a snap top and placed into a container and stirred up prior to the selection.
    c. A non-biased person will be selected to reach into the bowl (which will be held above the selection person’s eyesight) and randomly select one of the canisters.

d. The canister will be opened by the person performing the selection and the name is read aloud for those in attendance. Everyone in attendance will sign a witness sheet.

e. The apiarist whose name is selected will be awarded the available site.

f. A new Agreement will be developed by the THCR Contract Manager.

*****A new apiary application must be submitted once requestor's name is removed from a waiting list.

11.14 Prescribed Burn Plan

Fred C. Babcock-Cecil M. Webb Wildlife Management Area

Prescribed Burning Plan

INTRODUCTION

Fires, naturally occurring or human-induced, are an integral part of the ecology of the southern pine (*Pinus* spp.) region (Miller 1963) and have maintained fire-dependent plant communities in the southeast for millennia. Exclusion of fire reduces nutrient cycling and changes the vegetative community from an open canopy system to a closed one. The growth of dense brush shades out plants that require sunlight, including listed species, and has an adverse effect on wildlife that are adapted to and require frequent fire, such as the gopher tortoise (*Gopherus polyphemus*). Fire exclusion allows plant community successional stages to progress to a climax hardwood community. These fire excluded areas become covered by dense brush, lose much of their value for wildlife and result in heavy fuel accumulations which increases wildfire hazard.

Prescribed burning is used extensively in forestry and wildlife management for fuel reduction, brush control, disease and insect control, site preparation, and wildlife habitat improvement and maintenance. It is a recommended tool for management of such game animals as white-tailed deer (*Odocoileus virginianus*), northern bobwhite quail (*Colinus virginianus*), mourning dove (*Zenaida macroura*), and wild turkey (*Meleagris gallopavo*) (U.S. Forest Service 1969, Stoddard 1971). The value of prescribed fire to these and other animals, such as raptors and some songbirds, is well documented (Givens 1962, Miller 1963, Stoddard 1963). Prescribed fire benefits wildlife by reducing underbrush density and improving access, promoting the growth of succulent vegetation, and lowering browse to the feeding height of deer. Additionally, it benefits aesthetic values and enhances growth and fruiting of important wildlife food plants, such as dewberries (*Rubus* spp.) and blueberries (*Vaccinium* spp.) (Halls 1977).

BURN OBJECTIVES

The Florida Fish and Wildlife Conservation Commission (FWC) will use prescribed fire on Fred C. Babcock-Cecil M. Webb Wildlife Management Area (BWWMA) as a habitat management tool exclusively, or in conjunction with, other management techniques to accomplish a variety of objectives. The primary objective for using prescribed fire on BWWMA is to restore and/or maintain fire-dependent native habitat communities. This will result in preserving and maintaining native plant communities while simultaneously improving wildlife habitat. Secondary objectives for the use of prescribed fire include the maintenance of early successional habitats, timber management, and hazardous fuel reduction. Early successional habitats are important for many species of wildlife found on BWWMA.

The derived benefits from prescribed burning on BWWMA include not only long-term preservation of native plant communities and improved wildlife habitat, but numerous others as well:

1. Reduction of fuel loads, which will help to prevent or mitigate effects of wildfires.
2. Enhancement of the area's aesthetics by reducing vegetation height and triggering flowering response of native plants.
3. Control of invasive non-native plant species.
4. Improved public access.
5. Increased success of slash pine (*Pinus elliottii*) regeneration.

DESCRIPTION OF AREA

Spanning a natural area stretching from Charlotte Harbor to central Charlotte and Lee counties, the BWWMA, along with the adjacent Babcock Ranch Preserve (BRP), conserves the largest and highest quality native slash pine forest remaining in south Florida. The BWWMA is one of Florida's oldest and largest publicly owned Wildlife Management Areas. Set within an extensive network of conservation lands, the BWWMA provides an important nucleus within this network and serves as an integral part of a larger system of parks, conservation easements, and other conservation lands within the southwest region of Florida. The BWWMA is approximately 83,832 acres with the Webb tract comprising 68,233 acres northeast of US 41 and the Yucca Pens Unit encompassing 15,599 acres southwest of US 41 (Figures 1 and Figure 2). Although the BWWMA's vast forest of virgin South Florida slash pine

timber was cut prior to the FWC predecessor agency, the Game and Fresh Water Fish Commission (GFC), acquiring the area in 1941, much of the underlying habitat remained essentially intact.

Located near the densely populated cities of Punta Gorda, Cape Coral, and Fort Myers, the BWWMA's forests and associated seasonal ponds, marshes, and wetland depressions, provide essential habitat for an extensive array of imperiled, rare, and common wildlife species including red-cockaded woodpeckers (*Picoides borealis*), Florida sandhill cranes (*Antigone canadensis pratensis*), roseate spoonbills (*Platalea ajaja*), Florida bonneted bats (*Eumops floridanus*), as well as white-tailed deer and northern bobwhites.

BWWMA is comprised primarily of mesic flatwoods, wet flatwoods, depression marsh, and wet and dry prairie as mapped by the Florida Natural Areas Inventory (FNAI). There are four major fire-maintained communities on BWWMA: wet and mesic flatwoods, and wet and dry prairies. Table 1 contains a list of community types within BWWMA and their associated acreages and recommended frequency of fire. Brief descriptions and maps of the FNAI identified natural communities are found in the BWWMA management plan .

PRESCRIBED BURNING PROGRAM

A. FIREBREAKS

Firebreaks are 10 ft in width and disked annually to mineral soil to remove vegetation. Improved interior roads used as firebreaks do not require any improvement. Vegetation adjacent to the fire line may be mowed, roller chopped or shredded ahead of time to reduce fire intensity along existing firebreaks. Trees or snags along firebreaks may also be removed to improve conditions for prescribed fire.

The additional installation of new firebreaks or the widening/improving of existing firebreaks will be evaluated by area and regional staff and will be constructed/improved as deemed necessary to facilitate prescribed burning activities.

B. SIZE AND ARRANGEMENT OF BURN UNITS

The Webb tract of BWWMA has 80 primary burn units averaging 742 acres in size that contain internal fire lines and can be reduced in size if needed (Figure 3). The primary burn units are configured into a large-scale checkerboard and alternated between even years and odd years. The primary burn units are burned on a 2–4-year interval. Burning is conducted throughout the year if conditions allow. Seasonality of units will be dictated by weather parameters, resulting in a random assortment of growing and dormant season fires. There are 47 secondary burn units that require specific weather parameters and are burned as weather and timing allows.

The Yucca Pens Unit has 28 burn units averaging 485 acres in size that contain internal fire lines and can be reduced in size if needed (Figure 4). The fire rotation on the Yucca Pens Units is longer due to the shallower soils and lower nutrients found on site. Area fires don't tend to carry fire until the 4-year mark. Area staff will continue to evaluate this interval as management activities continue to thin pine density in the units and convert woody, shrubbier species into grasses and forbs. Timing of burns will focus on adequate fuel moisture to best control fire effects and ease of containment.

There are a small number of fire-maintained communities along the boundary of the Yucca Pens Unit with no fire history due to high fuel loads. These areas will be managed mechanically and chemically to allow for the safe introduction of fire. Additionally, there are several units on both tracts that are not fire-maintained due to various infrastructure on site (water treatment plant, shooting range, Boy Scout camp, etc.).

C. BURN PRESCRIPTION

The standardized FWC prescription form (Appendix I) will be used to prepare the prescription for each burn. Prescription content will be specific for each burn and will include, among other things, the burn unit(s) location and description, firing methods, contingencies, desired and forecasted weather parameters, personnel and equipment, safety measures, smoke management, and measurable objectives of the burn.

D. TYPE OF BURN

Most burns will begin with a backing fire along the downwind side of the unit. The rest of the unit will be burned with spot, flank, or head fires, depending on fuel loads and desired fire intensity. Burns will be ignited primarily using ignition from an ATV, but some hand lighting will be used where appropriate. Drone use for aerial ignition may be used in the future per the established FWC policy.

E. SEASON AND TIME OF DAY

Prescribed burns will be conducted year-round if weather parameters and site conditions allow it. The weather parameters and site conditions will dictate the location, resulting in a random distribution of growing and dormant season burns. Burning will be conducted during daylight hours and will begin as early as possible. Starting a burn in the early to mid-morning will allow staff to safely establish a downwind black line with minimal control issues due to higher relative humidity, residual moisture on vegetation, and lower wind speeds.

F. OPTIMAL WEATHER CONDITIONS

BWWMA is large enough to burn on any wind direction. Boundary units will always be burned with a wind pushing smoke away from the boundary for consecutive days, while interior units only need a consecutive wind direction for the duration of the burn, as long as there aren't any smoke sensitive areas within 2 miles downwind. Burns will begin as early as possible in the day to utilize higher relative humidity and mitigate for wind shifts and potential afternoon thunderstorms, especially during the spring and summer.

Other parameters will be considered, and all carry an acceptable range of values. Days since last rain (0-30 days), minimum relative humidity (30%), surface wind speed (5-20 mph), and KBDI (<600) will be prescribed based on burn objectives for the unit(s) and containment concerns. LVORI ranges of 1-10 will be deemed acceptable depending on other factors such as the unit's distance from the roadway and the chance of forecasted fog. Prescribed burning will not occur on days that are deemed too volatile or on days which staff do not anticipate being able to meet burn objectives.

G. SMOKE MANAGEMENT

Direction, volume, and dissipation of smoke from prescribed burning on BWWMA are of primary concern due to the proximity of smoke-sensitive areas. The primary areas of concern that may be affected by smoke, or particulates carried by smoke, include an airport, infrastructures (including homes), and highways adjacent to and/or downwind of the burn units.

To minimize smoke problems, burning should be conducted when the atmosphere is slightly unstable, with the mixing height at a minimum of 1,700 feet and transport wind speed at a minimum of 9 mph. Additionally, the use of backing fires, as prescribed, will produce less smoke and consume fuel more completely than head firing (Mobley et al. 1973, Southern Forest Fire Laboratory 1976, Crow and Shilling 1983). The exclusive use of backing fires can be difficult in larger burn units as time often does not allow for completion of the burn in one day. Also, fires that burn for long periods of time, such as those that utilize extensive backing fires, undergo increased chance of wind shifts that can lead to erratic fire behavior. Additional fire lines are needed to use the backfire technique exclusively in larger units. For most burns, we will use a backing fire to establish a black baseline against the downwind firebreak and other firing techniques, including interior spotting/interior grid ignition and/or flanking and head fires to burn out the remainder of the unit more quickly. These firing techniques are beneficial to smoke management because they create convection, bringing the smoke together and pushing it higher into the atmosphere.

Smoke management is difficult during night burns because smoke often stays close to the ground and smoke drift is difficult to predict. Smoke tends to seek lower areas (along streams and creeks) and may drift across surrounding highways. Night burning is unlikely to be used at BWWMA for the above reasons. However, night burns can be highly effective for burning units with high fuel loads and facilitating intensity control. If allowed and conditions are favorable for a safe night burn, the burn will be approached with caution and in close association with the FFS to avoid threats to public safety.

Mop-up standards will be applied to boundary and interior units. All units will have burning and/or smoking snags (higher than four feet) within a certain distance of the control line monitored as determined by the burn manager; snags will be extinguished or felled as needed. All smoking debris and 1000-hour fuels within the control line buffer will also be monitored and extinguished as deemed appropriate by the burn manager.

Units that receive fire will be monitored daily after the initial burn until no smoke or glowing combustion is observed, and the fire can be declared out.

H. PERSONNEL

Burning can be conducted safely and effectively with a minimum of 2-4 crew members depending on burn unit size, weather forecasts, and on the ground conditions. A typical crew consists of one to three ignition personnel, one to two suppression crews, and a burn boss. FFS will be requested to stand by with a dozer-plow unit on complex burns. Commission personnel who meet the Certified Prescribed Burn Manager requirements per FWC's Division of Habitat and Species Conservation's (HSC) Prescribed Burning and Wildland Fire Suppression Standards will boss the burns. Personnel from other agencies (e.g., Southwest Florida Water Management District, Florida Forest Service, and Department of Environmental Protection), FWC staff or qualified Regular Service Volunteers will be used as additional crew members if they are available and needed. Any person participating on a FWC prescribed burn will meet the minimum training and experience requirements as described in the HSC Prescribed Burning and Wildland Fire Suppression Standards (Appendix II).

I. EQUIPMENT

All members of the fire crew will wear, at a minimum, the personal protective equipment required by the HSC Prescribed Burning and Wildland Fire Suppression Standards (Appendix II). Type V and VI engines, tractor-plows, farm tractors, ATVs, UTVs, swamp buggies, hand tools, and other equipment may be used as conditions require. ATV drip torches, handheld drip torches, flares, and/or a fire ignition launcher will be used for ignition depending on burn unit conditions and fire intensity needs. Engines will be equipped with hand tools, chainsaws, foam, and drafting equipment. Smoke caution signs for nearby roads will be deployed as necessary. Fire drafting wells have been installed in the Yucca Pens Unit to access water during dry periods. The need and placement of additional wells will continue to be evaluated and additional wells will be installed as necessary.

J. PERMITS AND NOTIFICATIONS

A permit will be obtained from FFS on the afternoon before or the morning of the burn in accordance with Chapter 590.125, Florida Statutes. Notification will be given to:

1. Charlotte or Lee County Fire and Rescue (phone call)
2. Landowners and agencies of surrounding areas that request notification (phone call)
3. FWC Law Enforcement (e-mail)
4. Florida Highway Patrol dispatch (phone call if burn location is near I-75)
5. Southwest Regional Staff (email)
6. FWC's Statewide Call Center (email)

K. EVALUATION OF BURN

Burns will be evaluated informally during and shortly after each burn by comparing burn objectives with burn effects. During the burn, rate of spread, flame height, fire intensity, and general fire behavior will be evaluated. Post-burn evaluations will include fuel consumption amounts, pine tree crown scorch, and pine tree mortality. Objective Based Vegetation Management (OBVM) data will be collected on a 5-year cycle and used to determine if the fire frequency and intensity is maintaining the desired vegetative composition and structure or moving the composition and structure toward desired conditions for the major fire-maintained communities.

L. SPECIAL CONSIDERATIONS

Special attention will be given to adjacent landowners and nearby roads ensuring burns do not adversely affect them. We will minimize smoke impacts on nearby roads and residents by utilizing a smoke screening map, the FFS smoke screening tool, and responding to changing weather conditions during the burn. Smoke signs will be placed on roadways near the burn if there is a chance smoke will affect those roadways either during the burn or during the day(s) and/or night(s) following the burn. Burn bosses will coordinate with law enforcement agencies (Florida Highway Patrol local Sheriff's Department, and/or FWC Law Enforcement) to help monitor smoke and visibility on roadways during and following burns when needed.

Units along the WMA boundary will be evaluated several months in advance of a burn to assess where and to what extent mechanical treatments are needed prior to the burn to reduce the risk of a spot-over outside the WMA boundary. Sensitive wildlife resources will be depicted on burn maps and protected. Infrastructure within the burn unit will be depicted on burn maps and protected as well.

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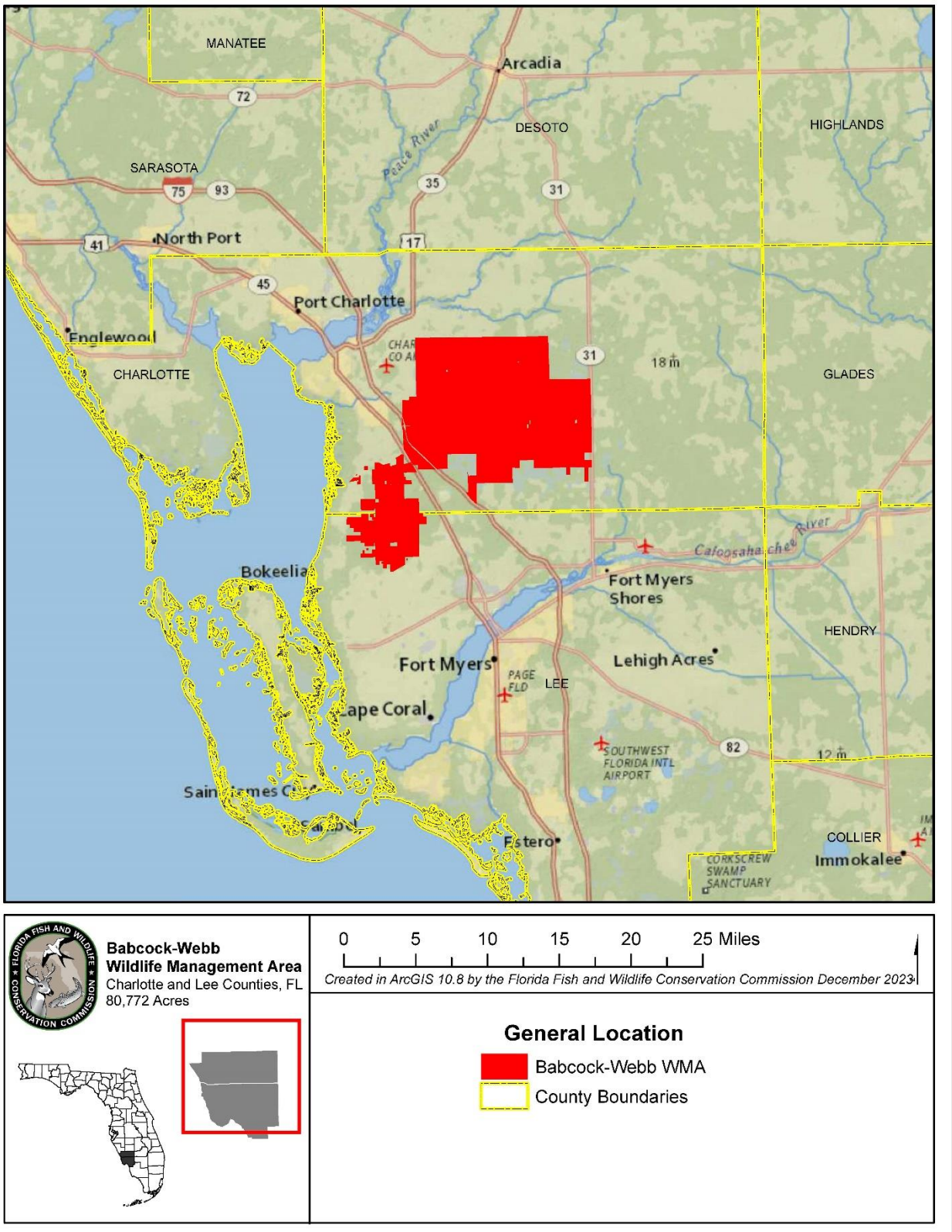


Figure 1. Location of the BWWMA

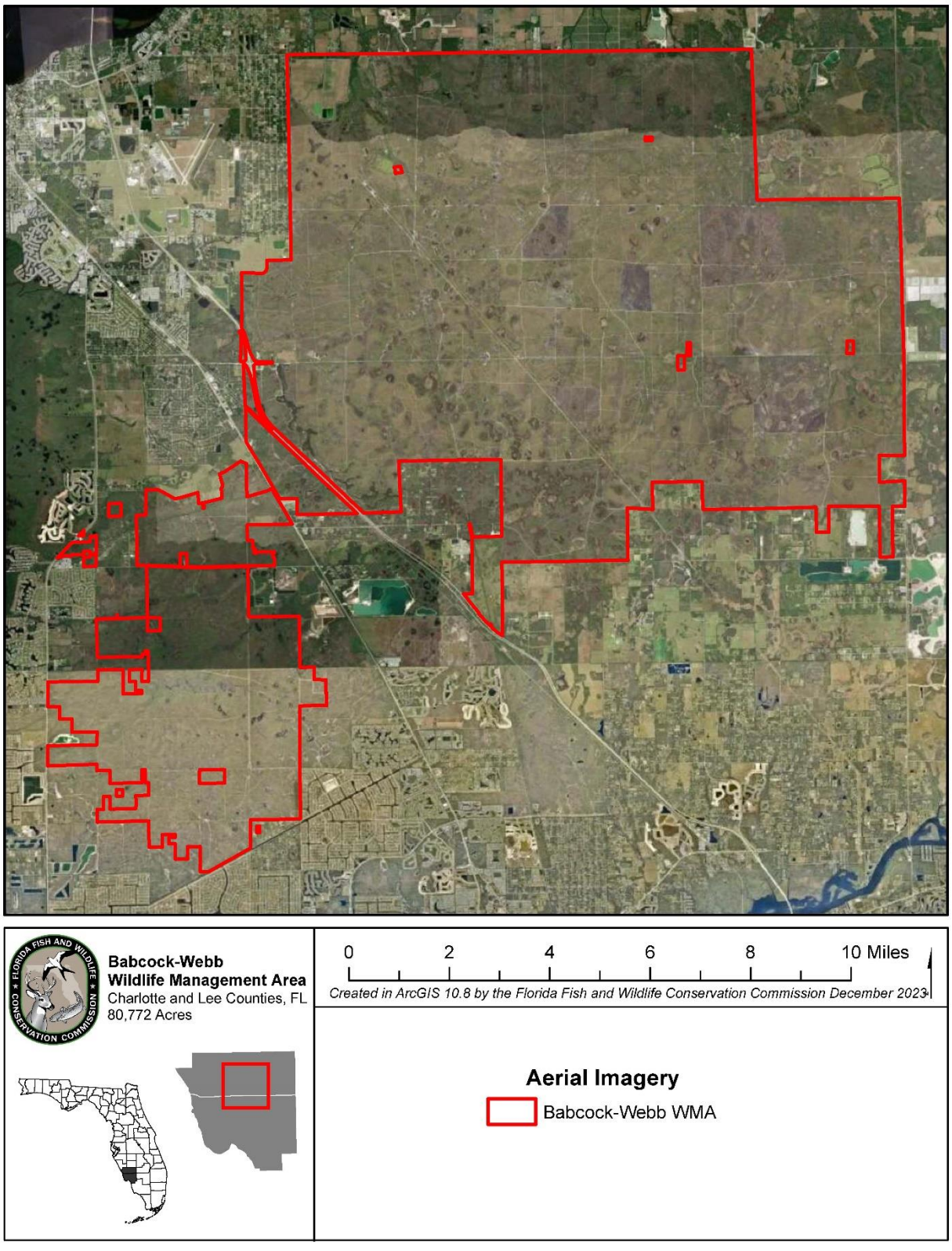


Figure 2. Aerial Imagery of the BWWMA

Table 1. Natural and Altered Communities Occurring On BWWMA With FNAI Recommended FRI.

Community Type	Acres	Fire Maintained Community Interval
Mesic flatwoods	29,825.9	Yes (≤ 3 years)
Depression marsh	15,660.2	Yes (2-4 years)
Wet flatwoods	15,240.8	Yes (2-5+ years)
Dry prairie	9,902.3	Yes (1-2 years)
Wet prairie	5,179.8	Yes (2-3 years)
Abandoned field/abandoned pasture	1,363.9	Yes (as needed)
Clearing/regeneration	928.8	Yes (as needed)
Impoundment	622.4	No
Pasture - improved	580.9	Yes (as needed)
Basin swamp	553.4	No
Utility corridor	422.6	Yes (as needed)
Wildlife food plot	299.8	Yes (as needed)
Artificial pond	146.1	No
Developed	144.4	No
Mesic hammock	142.1	No
Canal/ditch	110.7	No
Pine plantation	77.0	Yes (as needed)
Pasture - semi-improved	68.1	Yes (as needed)
Scrubby flatwoods	55.8	Yes (5-15 years)
Dome swamp	52.3	No
Restoration mesic flatwoods	31.4	Yes (≤ 3 years)
Spoil area	20.9	No
Baygall	7.4	No
Hydric hammock	6.8	No

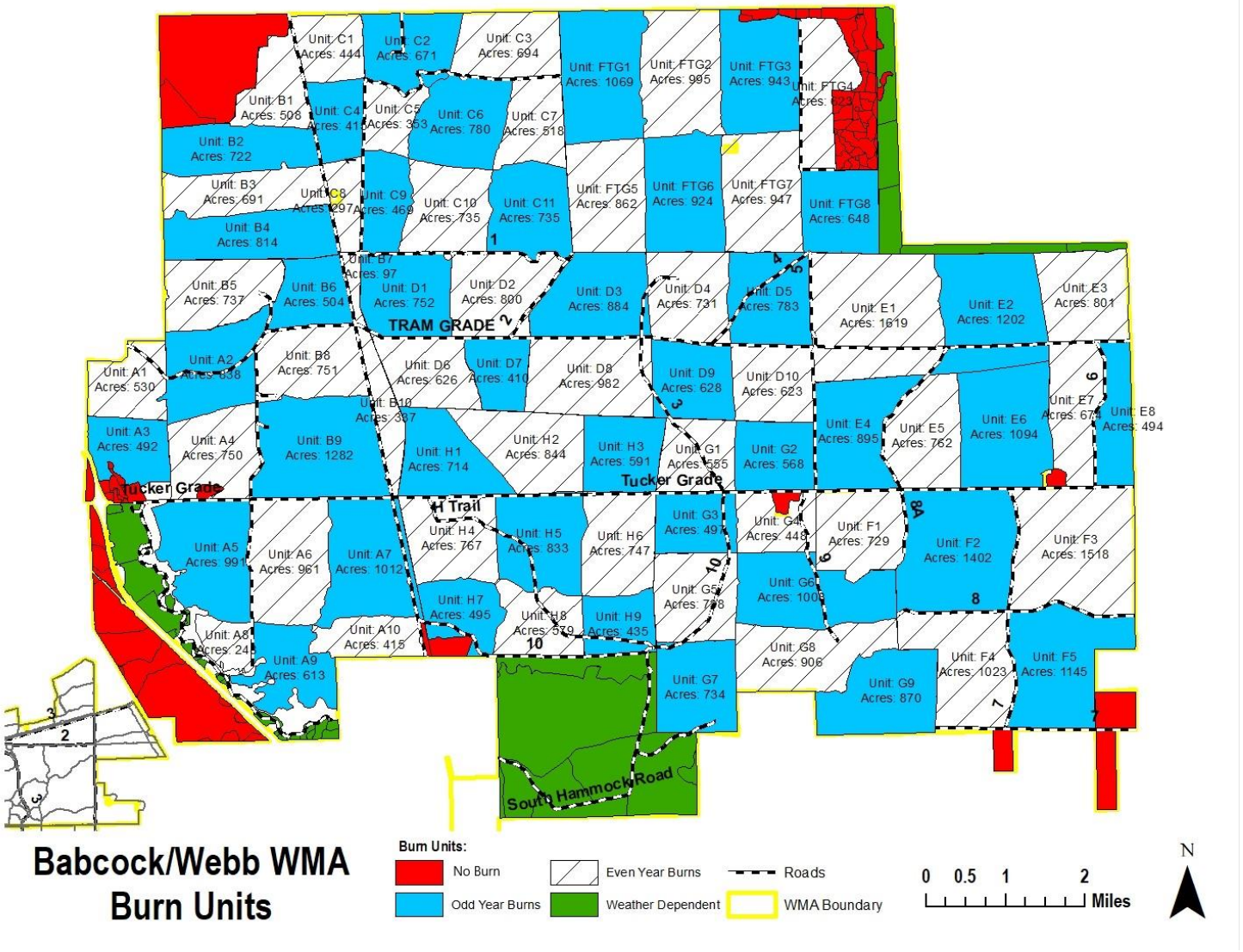


Figure 3. BWWMA Burn Units

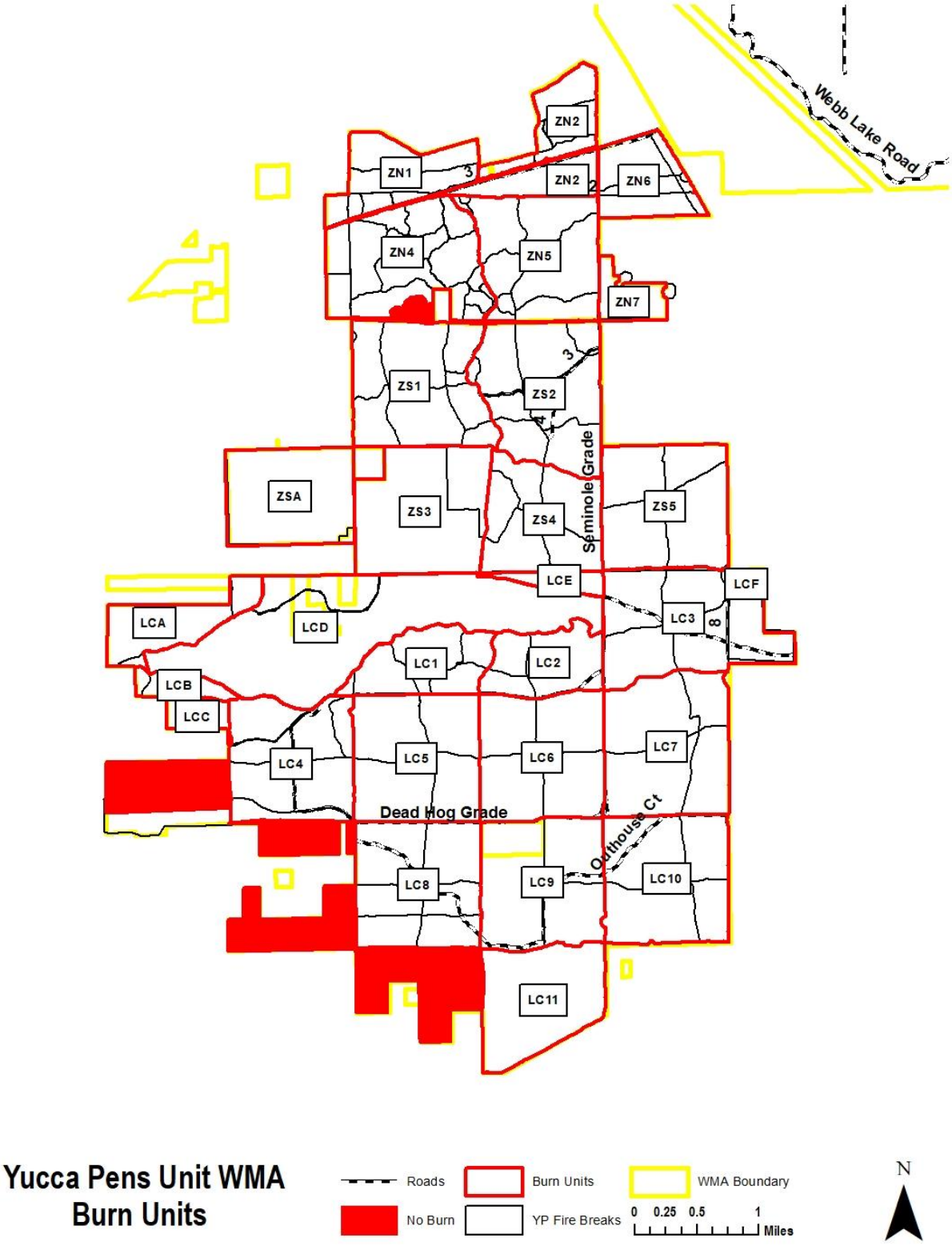


Figure 4. BWWMA – Yucca Pens Unit Burn Units

APPENDIX I

Prescribed Burning Prescription

Florida Fish and Wildlife Conservation Commission

WMA/WEA: Click here to enter managed area	**Management Lease/Agreement Number:** Enter number
Burn Manager: Burn manager name	**Customer Number:** Number
Burn Manager Certification Number: Number	**County of Burn:** County
FFS Certified Burn Authorization Number:	**Date of Burn:** Date of burn
Authorization Date and Time Period:	

Burn Unit Names/Numbers	Acres	Section(s)	Township	Range	Last Burn Date
Unit name/number	Acres	Section	Township	Range	Date
Unit name/number	Acres	Section	Township	Range	Date
Unit name/number	Acres	Section	Township	Range	Date
Unit name/number	Acres	Section	Township	Range	Date
Total	Total Acres				

Latitude/Longitude or Road Intersection to Assist with Emergency Locate: Enter Lat/Long and/or intersection

Nearest Helicopter Landing Zone and Coordinates: Click here to enter. LZ should be in open grassy or asphalt/concrete area; not sandy.

Unit Description and Habitat Composition - Attach Maps of Area to be Burned

Overstory Description and Basal Area if Applicable: Click here to enter description

Understory Description: Click here to enter description

Fuel Loading – May Vary for Different Areas of the Burn Unit (Very Heavy, Heavy, Moderate, Light, Very Light): Click here to enter fuel loading

Known Duff or Muck Locations: Click here to enter duff or muck locations

Hazards, Infrastructure and Wildlife Features to Protect: Click here to enter along with locations

Description and Condition of Fire Breaks: Click here to enter description and make sure firebreaks (internal and external) are shown on map

Other Important Stand Parameters if Applicable: Click here to enter parameters

Restoration Burn ☐ **Maintenance Burn** ☐

Burn History and Vegetative Description of Surrounding Units (and/or attach map): Click here to enter surrounding unit information

Emergency Contacts (can be attachment)

FFS Dispatch: Click here to enter number

FFS Forest Area Supervisor(s): Click here to enter contact info

Local Fire Departments: Click here to enter number

Local Hospitals or Emergency Care Centers: Click here to enter number

FHP: Click here to enter number	**DOT:** Click here to enter number

FWC Dispatch: Click here to enter number

Other: Click here to enter

Notifications (e-mail group, adjacent landowners, schools, airports, media, etc): Click here to enter notifications or include attachment with notifications

Minimum Number of Personnel to be Used on the Burn: Enter minimum number of personnel

Personnel Names and Crew Assignments: Click here to enter personnel/assignments

Equipment and Suppression Tools to be Used on Burn: Click here to enter equipment/tools

Purpose of Burn: Click here to enter purpose

Measurable Burn Objectives: Click here to enter objectives

Season and Time of Day to Meet Objectives: Click here to enter season/time of day for fire to meet your objectives

Firing Plan and Ignition Method/Pattern: Click here to enter plan/pattern

Intensity Desired to Meet Purpose and Objective: Click here to enter intensity

Contingencies (includes safety zones, escape routes, secondary control lines, escape response procedures):
Click here to enter contingencies

Mop-up and Monitoring Standards: Click here to enter standards

Declaring the Fire Out Standards: Click here to enter standards

Smoke Management

Smoke Sensitive Areas Identified Using "A Guide for Prescribed Fire in Southern Forests" Smoke Screening Tool? ☐ **Yes** ☐ **No**

Any Critical Smoke Sensitive Areas Identified? ☐ **Yes** ☐ **No** **If "Yes", Do Not Burn Under Current Prescription, or Provide Additional Smoke Monitoring and Mitigation Procedures in the Smoke Management Plan. Work with Florida Forest Service on Approval to Burn When Identifying Critical Smoke Sensitive Areas That May Be Impacted.**

Downwind/Downdrainage Smoke Sensitive Areas and Distance from Burn: Click here to enter areas

Other Smoke Sensitive Areas and Distance from Burn: Click here to enter areas

Smoke Management Plan (attach smoke management screening maps): Click here to enter smoke management plan

☐

Is There Potential for Smoke to Impact a Public Roadway? ☐ **Yes** ☐ **No** **If yes, you need to erect smoke warning signs. Contact FHP if smoke will impact a federal or state roadway (not including WMA roads). Contact local LE agencies as needed to inform them of potential smoke impacts.**

Plan for Monitoring Smoke During and After the Burn to Assess Visibility Issues if Applicable: Click here to enter smoke monitoring plan

WEATHER PARAMETERS	Desired Parameters	Forecast Conditions – Attach Fire Weather Forecast and Spot Weather Forecast. Use Separate Form for Actual Weather Readings
Surface (20') Wind Direction	Desired wind directions	Located on Forecast.
Surface (20') Wind Speed	Desired wind speeds	Located on Forecast
Transport Wind Direction	Desired wind directions	Located on Forecast
Transport Wind Speed	Desired wind speeds	Located on Forecast
Minimum Mixing Height	Minimum mixing height	Located on Forecast
Dispersion Index (DAY)	Desired dispersion range	Located on Forecast
Dispersion Index (NIGHT)	Desired minimum dispersion	Located on Forecast
Maximum Temperature	Desired max temperature	Located on Forecast
Minimum Relative Humidity Range	Desired minimum humidity	Located on Forecast
Minimum Fine Fuel Moisture	Desired minimum fuel moisture	Estimated Fine Fuel Moisture.
KBDI	Desired max KBDI	KBDI
LVORI	Desired max night LVORI	Located on Forecast
Fire Danger Index	Do Not Populate	FDI
Days since ½" Rain	Desired days since ½" rain	Actual
Additional Field	Additional Field Parameter	
Additional Field	Additional Field Parameter	
FIRE BEHAVIOR		
Rate of Spread	Desired rate of spread	Pertinent Observations on Evaluation
Starting Time	Desired starting time	Actual Starting Time Below
Flame Length	Desired flame length	Pertinent Observations on Evaluation

PRE-BURN CHECKLIST – Check off as completed prior to burn.

BURN MANAGER: Check each item to indicate compliance.

- ☐ All prescription requisites met.
- ☐ Authorization obtained.
- ☐ All equipment required on scene and fully operational.
- ☐ Each crew member has required personal gear and clothing.
- ☐ Appropriate steps have been taken to ensure crew and public safety including signs for visitors and motorists.

CREW BRIEFING – Check off as discussed prior to burn.

- ☐ Objectives of burn.
- ☐ Exact area of burn including unit size and boundaries (ensure crew members have maps).
- ☐ Hazards discussed (volatile fuels, spotting potential, weak points in perimeter lines, terrain features, fences, ditches, etc.).
- ☐ Predicted weather and anticipated fire behavior/smoke dispersal discussed.
- ☐ Crew assignments made.
- ☐ Weather monitoring assignment made.
- ☐ Ignition technique and pattern. Holding method(s).
- ☐ Location of extra equipment, fuel, water, vehicle keys.
- ☐ Authority and communications; conduct radio check.
- ☐ Contingencies covered including escape routes or procedures.
- ☐ Sources of nearest assistance. Nearest phone and emergency numbers.
- ☐ Special instructions regarding smoke management, contact with the public and others.
- ☐ Safety briefing. Any EMTs on burn crew?
- ☐ Mop-up standards discussed.
- ☐ Arrange next day inspection and mop-up assignments.
- ☐ Questions?
- ☐ Crew members given opportunity to decline participation (is there anything that is going to prevent full physical performance?).
- ☐ Conduct test burn.

Prescription Prepared by: Name	**Date/Time Prescription Prepared/Updated:**
Burn Manager Signature/Date/Time:	
Start Time:	**Completed Time:**
Time Crew Released:	**Time Burn Manager Left Burn Unit:**
Date Fire Declared Out:	**Evaluated Objectives, Recorded Pertinent Burn Notes, and Entered into LMIS☐**

APPENDIX II

Florida Fish and Wildlife Conservation Commission
Division of Habitat and Species Conservation
Policies and Procedures
Updated May 2022

Subject: **Prescribed Burning and Wildland Fire Suppression Standards**

Policy:

The following policy shall apply to all Division of Habitat and Species Conservation (DHSC) employees, volunteers and contractors engaged in prescribed burning or wildland fire suppression activities. Unless otherwise stated, the policy also applies to all other Florida Fish and Wildlife Conservation Commission (FWC) employees and volunteers engaged in prescribed burning or wildland fire suppression activities conducted through the DHSC. Prescribed burning or wildland fire suppression efforts that DHSC funds through grants, cost-share agreements, or other methods not conducted on DHSC-managed lands are outside the scope of this policy; however, DHSC staff physically participating in these burns are required to comply with the policy and this policy should be used to guide minimum standards regarding training and experience when developing DHSC-funded agreements or contracts. This policy will be reviewed at least once every three years.

Background and General Guidelines:

Wildland fire has been a major force shaping Florida landscapes for thousands of years. Florida's plant communities are the result of surface water conditions and frequent lightning ignitions across its vast landscape. Many plant communities experienced fire every few years and wildlife species adapted to these fire-maintained habitats. Floridians have consistently used fire as a land management tool and the Florida legislature recognizes the importance of prescribed burning per Chapter 590.125 F.S.

Likewise, DHSC recognizes the importance of prescribed fire for Florida's diverse wildlife and the habitats that sustain them. As Florida continues to lose natural wildlife habitat, prescribed fire is more important than ever in maintaining and enhancing our remaining natural areas. As FWC is the lead managing agency on more than 1.5 million acres of the Wildlife Management Area (WMA) system, DHSC regularly conducts burns on these lands, and others, for wildlife management, hazardous fuel reduction, and ecological purposes. DHSC also provides financial support and technical assistance for conducting prescribed burns outside of the WMA system.

In addition to conducting prescribed burning, DHSC employees are periodically asked to assist the Florida Forest Service (FFS) with wildland fire suppression efforts, particularly during declared wildfire emergencies. Working on prescribed fires or wildfires is an inherently dangerous and risky activity that can result in significant property damage, personal injury, or loss of life. Therefore, it is necessary to establish standards for training and certification to ensure DHSC employees, volunteers and contractors have the appropriate skills and knowledge

to perform these activities safely and effectively. Employees are encouraged to obtain higher levels of training and certification as warranted and approved through supervisory channels.

The majority of DHSC wildland fire activities occur within the Wildlife and Habitat Management Section (WHM). However, other Sections within DHSC have employees that participate in wildland fire activities. To ensure efforts are not duplicated, this policy designates specific WHM staff positions as the point of contact or lead on coordination for prescribed fire and wildland fire suppression activities conducted through DHSC.

Employees are responsible for acquiring (with agency funds and supervisor approval) and maintaining all required personal protection equipment. Immediate supervisors are responsible for ensuring that direct reports have all the required training to participate in wildland fire activities. WHM Regional Wildlife Biologists will be responsible for coordinating applicable wildland fire training and incident reviews through the WHM Section Leader or their designee.

All prescribed burns shall be conducted in compliance with all laws regulating the use of prescribed fire; specifically Chapter 590.125(3), Florida Statutes and Chapter 5I-2, Florida Administrative Code. When a DHSC employee, volunteer or private contractor is the burn manager, burn prescriptions shall be prepared using the FWC Prescribed Burning Prescription form and contain all the required elements per Chapter 5I-2.006 Florida Administrative Code, as well as all other applicable information requested on the prescription form. Prescriptions shall be prepared with employee and public safety as the highest priority. All prescribed burns shall be conducted as a certified prescribed burn within prescription, and managed by a Certified Prescribed Burn Manager.

All prescribed fires conducted on FWC lead WMAs shall be documented within the WHM Land Management Information System according to the procedures and schedules determined by the WHM Section Leader.

Chapter 1 Prescribed Burning

Prescribed Burn Participation: This section establishes the training, certification, and experience standards required for members of a prescribed burn team. These standards apply to all DHSC burn crew members, regardless of the location of the burn, and for all non-DHSC crew members on burns managed by DHSC staff and/or conducted on DHSC-managed land unless otherwise noted.

A. Crew Member Trainee: Those who do not meet the requirements for Crew Member shall be classified as a Crew Member Trainee. A Crew Member Trainee may participate in prescribed burning activities provided that they are under the direct supervision of a Crew Member. A Crew Member may supervise no more than one Crew Member Trainee. No more than 40% of the burn crew shall be Crew Member Trainees*. They shall have successfully completed the following level of training:

1) Successful completion of fire shelter or fire shelter refresher training within the past 13 months;

**For prescribed burns conducted during a DHSC-coordinated training course, Crew Members may supervise more than one Crew Member Trainee, and more than 40% of the burn crew may be Crew Member Trainees.*

B. Crew Member**:** Crew members may participate independently in prescribed burning activities. They shall have successfully completed the following National Wildfire Coordinating Group (NWCG) courses and other training and testing requirements:

1) Introduction to the Incident Command System (I-100 or ICS-100);
2) Basic Wildland Firefighter Training (S-130);
3) Introduction to Wildland Fire Behavior (S-190);
4) Successfully completed fire shelter or fire shelter refresher training within the past 13 months;
5) At least once every 36 months, all **DHSC employees** shall successfully complete an agency-approved wildland fire refresher training course;
6) At least once every 36 months, **all DHSC employees and volunteers** shall successfully complete the DHSC Physical Abilities Test (PAT).*

**New DHSC employees may participate on prescribed burns during their first year of employment without taking the PAT, provided they meet all other requirements.*

C. Prescribed Burn Manager Mentee: Prescribed burn manager mentees may serve as burn manager to fulfill the responsibilities of acquiring DHSC and Florida Certified Prescribed Burn Manager status. Mentee must be under the direct supervision of a DHSC Certified Prescribed Burn Manager on prescribed burns that will be used to qualify them for DHSC Certified Prescribed Burn Manager status. They shall have successfully completed the following level of training and have the specified level of experience:

1) Qualified at or above Crew Member level for prescribed burning;
2) The FFS Florida Certified Prescribed Burn Manager Training Course;
3) Participated on at least five prescribed burns;
4) Enrolled in or completed the DHSC Prescribed Burn Manager Mentoring Program.

Note: The DHSC Director may approve staff to attend the Prescribed Fire Correspondence Course during times when the Florida Certified Prescribed Burn Manager Training Course has reduced or no availability.

D. Certified Prescribed Burn Manager: A DHSC Certified Prescribed Burn Manager may request prescribed burn authorizations and serve as burn manager for acreage burns.

They shall have successfully completed the following level of training and have the specified certification and level of experience:

1) Qualified at or above Crew Member level for prescribed burning;
2) FFS Prescribed Burn Manager Certification (per section 590.125, Florida Statutes and 5I-2, Florida Administrative Code);
3) Participated on at least ten prescribed burns;
4) DHSC employees and volunteers must successfully complete the DHSC Certified Prescribed Burn Manager Mentoring Program to become a burn manager. Burn managers certified prior to the implementation of the mentoring program may be required to complete all or part of the mentoring program at the discretion of the WHM Regional Biologist, or DHSC Division Director or designee for all non-WHM employees;
5) Complete the FFS requirements to maintain Florida Certified Prescribed Burn Manager status per 5I-2.006.

Note: Any employee aspiring to become a Certified Prescribed Burn Manager must obtain certification within three years of completing the Florida Certified Prescribed Burn Manager Training Course. Otherwise they must re-take the full course to become certified. If the certification lapses, the employee may re-certify by successfully completing the FFS Prescribed Fire Correspondence Course if they served as a burn manager on five or more burns. Otherwise they must re-take the full course to regain certification.

E. Certified Pile Burner: A Certified Pile Burner may request pile burn authorizations. They shall have successfully completed the following level of training and have the specified certification and level of experience:

1) Qualified as a Certified Prescribed Burn Manager;
2) FFS Certified Pile Burner.

F. Prescribed Burn Engine (Pumper Unit/Brush Truck) Operator: To independently operate a water-delivery engine in support of prescribed burns, crew members shall have successfully completed the following level of NWCG training and have the specified level of experience:

1) Qualified at or above Crew Member level for prescribed burning;
2) Demonstrated proficiency in operation of water-delivery engines to supervisor; ***or*** successful completion of Southern Area Engine Academy (S-211 and SA-214) or Engine Operator (PMS 419);
3) Participated on at least five prescribed burns.

G. Prescribed Burn Bulldozer Plow Unit Operator: To independently operate a dozer plow unit during prescribed burns, crew members shall have successfully completed the following level of training and have the specified level of experience:

1) Qualified at or above Crew Member level for prescribed burning;
2) The wildland fire portion of FFS Basic Fire Control Training (or equivalent training);
3) Participated on at least five prescribed burns;
4) Experience and demonstrated proficiency to supervisor operating a dozer plow unit.

H. Prescribed Burn Aerial Plastic Sphere Dispenser (PSD) Operator: To independently operate a PSD from an aircraft during a prescribed burn, crew members shall have successfully completed the following level of training and have the specified level of experience:

1) Qualified at or above Crew Member level for prescribed burning;
2) Completed an aerial PSD training course;
3) Participated on at least five prescribed burns;
4) Complete aerial PSD refresher training once every three years.

Chapter 2 Wildland Fire Suppression

Wildland Fire Suppression Participation: The leadership of FFS, or other entity, may request assistance from FWC during a wildland fire suppression incident. This request will usually be for a wildland fire strike team to conduct mop-up operations. A wildland fire strike team consists of one wildland fire strike team leader, and two wildland fire strike team members per Type V or VI engine. Occasionally there will be a request for a bulldozer operator to facilitate mop-up operations. Standards for strike team members and leaders are outlined below. In addition, requests may be made for personnel to fill positions on a suppression incident that are not covered by the following standards. The decision to assist, and the level of assistance provided, on fire suppression incidents will be made by the DHSC Division Director or their designee. Coordination of all requests will be handled by the WHM Section Leader or their designee.

A. Wildland Fire Strike Team Member**:** To participate on wildland fire strike teams in support of suppression efforts, strike team members shall have successfully completed the following level of training and have the specified level of experience:

1) Qualified at or above Crew Member level for prescribed burning;
2) Southern Area Engine Academy or PMS 419*;
3) Participated on at least ten prescribed burns and/or wildland fire suppression incidents.

**Employees who have not yet completed Southern Area Engine Academy or PMS 419 can be approved by the WHM Section Leader or their designee to serve on a wildland fire*

strike team. Exceptions can be granted when available strike team personnel are not sufficient to meet the requested need. Training and experience levels should be considered when approving exceptions.

B. Wildland Fire Strike Team Leader**:** To serve as team leader for wildland fire strike teams in support of suppression efforts, strike team members shall have completed the following level of training and have the specified level of experience**:**

1) Qualified at or above Wildland Fire Strike Team Member;
2) Basic Incident Command System (I-200 or ICS-200);
3) Experience as a Certified Prescribed Burn Manager on at least ten prescribed burns and experience as a Wildland Fire Strike Team Member on at least one incident.

C. Wildland Fire Bulldozer Plow Unit Operator**:** To independently operate dozer fire-plow units in support of suppression efforts, strike team members shall have completed the following level of training and have the specified level of experience:

1) Qualified at or above Crew Member level for prescribed burning;
2) Dozer Operations on Florida Prescribed Burns, the wildland fire portion of FFS Basic Fire Control Training, or an equivalent course as approved by the HSC Division Director;
3) Participated on at least ten prescribed burns or wildland fire suppression incidents;
4) Experience and demonstrated proficiency to supervisor operating a dozer plow unit.

Chapter 3 Safety

3.1 Personal Protective Equipment (PPE): Required Personal Protective Equipment for all wildland fire activities includes*:

A. Flame Resistant Shirt and Pants, or Jumpsuit
B. Wildland Fire Hard Hat
C. Leather Gloves
D. Leather Boots – ≥8" Lace-up
E. Eye Protection
F. Hand-held Radio
G. Fire Shelter

**Safety considerations and/or vegetation types may dictate that crew members wear additional equipment or deviate from the above required equipment. The burn manager/strike team leader shall determine what PPE will be worn by their crew to maximize safety, and shall document any deviations on their burn prescription or wildfire crew briefing report.*

3.2 Physical Standards: Prescribed burning and fire suppression are physically demanding activities. In addition to successfully completing the PAT, each prescribed burn crew/strike team member shall maintain a fitness level that will allow full participation in these activities. It is the burn crew/strike team member's responsibility to make the burn manager/strike team leader aware of any limitations that may restrict or prevent full participation.

3.3 Mobile Equipment: The following is a list of required items for mobile equipment used during wildland fire activities. Mobile equipment includes all-terrain vehicles, utility vehicles, airboats, swamp buggies, trucks, tractors, and bulldozers.

A. An ABC fire extinguisher that has been inspected, serviced, and maintained in accordance with the manufacturer's maintenance procedures shall be in or on all mobile equipment. Below are minimum extinguisher sizes (net extinguishing agent weights):
    1) All-terrain and utility vehicles – 2.5 pound
    2) Trucks and tractors – 5 pound
    3) Bulldozers and Swamp Buggies – 10 pound (could be two 5 pound extinguishers)
    4) Vessels – 5 pound (could be two 2.5 pound extinguishers)
B. All-terrain vehicles, utility vehicles, swamp buggies, and trucks used in the interior of a burn unit shall have an operational winch.
C. All mobile equipment used in the interior of a burn unit shall have an operational water delivery system with at least five gallons of water.

3.4 Public Safety: All wildland fire operations shall be conducted in a manner that protects the public and minimizes the potential adverse impacts of both smoke and fire. Prescriptions shall be prepared with public safety as the highest priority.

Chapter 4 Incident Reviews

This chapter outlines the procedure for reviewing a prescribed fire whose results include negative consequences on DHSC managed lands or from a burn managed by a DHSC burn manager. The purpose of a fire-related incident review is to gather facts regarding the incident and, if possible, recommend actions that may help minimize the chance of reoccurrence.

4.1 Fire-related Incident: A fire or smoke related incident that includes any of the following:

A. FFS Notice of Violation;
B. Conducting a burn outside of the prescription;
C. Fire leaves the prescribed burn unit and resources in addition to the burn crew are utilized;
D. Fire leaves the WMA system;
E. Prescribed burn activities cause property damage or personal injury;
F. Post-burn combustion poses a threat to public safety, property, or natural resources.

4.2 Reporting of Fire-related Incidents: The burn manager shall notify the appropriate WHM Regional Biologist about the incident as soon as possible, but no later than 8:30 am the day after the fire-related incident occurred. For extended post-burn combustion, the burn manager shall notify the Regional Biologist if the combustion and/or associated smoke may pose a threat to public safety, property, or natural resources. The Regional Biologist shall notify the WHM Section Leader or their designee of the incident as soon as possible. The notification should include the following:

A. Date, time, and location of incident;
B. Brief description of the incident and current status;
C. Other agencies or entities assisting;
D. Resources needed.

4.3 Fire-related Incident Review: The WHM Section Leader shall determine the need for and the scope of fire-related incident reviews. The WHM Section Leader or their designee will coordinate the incident review. Within 60 days of completing a fire-related incident review, the reviewer(s) shall submit a report to the DHSC Division Director for approval.

Approved: Melissa Tucker — May 10, 2022

Division Director — Date

11.15 Wildlife Conservation and Prioritization and Recovery Program Strategy (WCPR)

Babcock-Webb Wildlife Management Area

Species Management Strategy

March 2014

Florida Fish and Wildlife Conservation Commission
Division of Habitat and Species Conservation
Wildlife and Habitat Management Section

A product of the Wildlife Conservation Prioritization and Recovery Program

Executive Summary

The Florida Fish and Wildlife Conservation Commission's (FWC) Wildlife and Habitat Management Section (WHM) takes a proactive, science-based approach to species management on lands in the Wildlife Management Area system (WMA/WEA). This approach uses information from statewide models, in conjunction with input from species experts and people knowledgeable about the area, to create site-specific assessments of a number of focal species. Staff combines these assessments with management considerations to develop a wildlife management strategy for the area. The FWC intends for this Strategy to: 1) Provide land managers with information on actions that should be taken provided the necessary resources are available, 2) Promote the presence and ensure the persistence of focal wildlife species on the area, and 3) Provide measurable species objectives that can be used to evaluate the success of wildlife management on the area.

This document presents the results of a science-based process for evaluating focal species needs using an ecosystem management approach on the Fred C. Babcock/Cecil M. Webb Wildlife Management Area (BWWMA). Natural community management designed for a set of focal species benefits a host of species reliant upon the same natural communities. Monitoring select species verifies whether natural community management is having the desired effect on wildlife. To maximize the potential wildlife conservation benefit, staff considers the role of the WMA in regional and statewide conservation initiatives throughout the process.

Section 1 informs the reader about the process used to generate this document.

Section 2 describes the historic and ongoing management actions on the properties.

Section 3 provides a list of the focal and listed species on the area, and an assessment of each species' level of opportunity and need. This includes species-specific objectives for the red-cockaded woodpecker, the Florida bonneted bat, and the Florida panther.

Section 4 describes specific land management actions recommended for focal species. This includes Strategic Management Areas (SMA) and Objective-Based Vegetation Management (OBVM) considerations. This section also discusses management necessary to ensure continued persistence of focal species.

Section 5 describes species-specific management and monitoring actions prescribed for the area, and identifies any research that would be necessary to guide future management efforts. Species management at BWWMA includes maintenance of bat houses for multiple species, planting of food plots for northern bobwhite, and various actions for the red-cockaded woodpecker. Monitoring is recommended for the Florida bonneted bat, northern bobwhite, and red-cockaded woodpecker. Documentation of opportunistic observations of other focal and listed species is also recommended.

Section 6 identifies coordination that will assist in conserving these focal species. We identify coordination with 8 other units in FWC and inter-agency coordination with 16 other entities.

Section 7 describes efforts that should occur "beyond the area's boundaries" to ensure conservation of the species on the area.

Continuation of resources at current levels would be required to provide for most of the land management recommended in this document. Some of the monitoring recommendations may require additional resources, while FWC can accomplish others with continuation of existing resources.

Table of Contents

Executive Summary ..... **i**
Acronym List ..... **v**
Statewide Species Prioritization Parameters ..... **vi**
Locator Map ..... **viii**
Section 1: Introduction **1**
Section 2: Current and Historic Management on Babcock-Webb Wildlife Management Area **2**
2.1: Location, Acquisition, and Influences on Current Condition 2
2.2: Management Since Acquisition 5
Section 3: Focal Species **9**
3.1: Babcock-Webb Wildlife Management Area Focal Species List 10
3.2: Focal Species Opportunity/Needs Assessment 11
3.2.1: Gopher Frog 12
3.2.2: Florida Pine Snake 13
3.2.3: Gopher Tortoise 14
3.2.4: American Swallow-Tailed Kite 15
3.2.5: Bachman's Sparrow 16
3.2.6: Brown-Headed Nuthatch 17
3.2.7: Burrowing Owl 18
3.2.8: Cooper's Hawk 19
3.2.9: Crested Caracara 20
3.2.10: Florida Mottled Duck 21
3.2.11: Florida Sandhill Crane 22
3.2.12: Limpkin 23
3.2.13: Northern Bobwhite 24
3.2.14: Red-Cockaded Woodpecker 26
3.2.15: Southeastern American Kestrel 29
3.2.16: Southern Bald Eagle 30
3.2.17: Wading Birds 31
3.2.18: Florida Black Bear 32
3.2.19: Florida Bonneted Bat 33
3.2.20: Florida Panther 36
3.2.21: Sherman's Fox Squirrel 37
3.2.22: Limited Opportunity Species 39
3.3: Other Listed and Locally Important Species 40
3.3.1: Other Focal or Imperiled Wildlife 40
3.3.2: Rare Plants 41
Section 4: Land Management Actions and Considerations **43**
4.1: Strategic Management Areas 43
Section 4.1.1: Red-Cockaded Woodpecker Connectivity SMA 44

4.2: Objective-Based Vegetation Management Considerations 45
4.2.1: Modifications to Desired Future Conditions for Vegetation Attributes 48
4.3: Further Land Management Considerations....49
4.3.1: Gopher Frog....49
4.3.2: Florida Pine Snake....50
4.3.3: Gopher Tortoise....50
4.3.4: American Swallow-Tailed Kite....50
4.3.5: Bachman's Sparrow....51
4.3.6: Brown-Headed Nuthatch....51
4.3.7: Burrowing Owl....51
4.3.8: Cooper's Hawk....52
4.3.9: Crested Caracara....52
4.3.10: Florida Sandhill Crane....52
4.3.11: Limpkin....53
4.3.12: Northern Bobwhite....53
4.3.13: Red-cockaded Woodpecker....53
4.3.14: Southeastern American Kestrel....54
4.3.15: Southern Bald Eagle....54
4.3.16: Wading Birds....55
4.3.17: Florida Black Bear....55
4.3.18: Florida Bonneted Bat....55
4.3.19: Florida Panther....55
Section 5: Species Management Opportunities....56
5.1: Species Management....56
5.1.1: Northern Bobwhite Food Plots....56
5.1.2: Red-Cockaded Woodpecker....56
5.1.3: Bat Houses....58
5.2: Species Monitoring....58
5.2.1: Northern Bobwhite Monitoring....58
5.2.2: Red-Cockaded Woodpecker Monitoring....59
5.2.3: Bat Monitoring....59
5.2.4: Opportunistic Monitoring Opportunities....59
5.3: Species Research Needs....60
5.3.1: Florida Bonneted Bat Research....61
Section 6: Intra/Inter Agency Coordination....61
6.1: Florida Fish and Wildlife Conservation Commission....61
6.1.1: Species Conservation Planning Section (SCP)....61
6.1.2: Division of Hunting and Game Management (HGM)....62
6.1.3: Aquatic Habitat Restoration and Enhancement Subsection (AHREs)....62
6.1.4: Fish and Wildlife Research Institute (FWRI)....62
6.1.5: Office of Conservation Planning Services (CPS)....63

6.1.6: Imperiled Species Management Section (ISM) 63
6.1.7: Florida's Wildlife Legacy Initiative (FWLI) 64
6.1.8: Invasive Plant Management Section (IPM) 64
6.2: South Florida Water Management District (SFWMD) 64
6.3: Southwest Florida Water Management District (SWFWMD) 65
6.4: Florida Bat Conservancy (FBC) 65
6.5: Florida Forest Service (FFS) 65
6.6: Avian Research and Conservation Institute (ARCI) 65
6.7: Florida Natural Areas Inventory (FNAI) 66
6.8: United States Fish and Wildlife Service (USFWS) 66
6.9: Florida Bonneted Bat Working Group 66
6.10: Red-Cockaded Woodpecker Management Advisory Group (RCWMAG) 67
6.11: United States Geological Survey (USGS) 67
6.12: Tall Timbers Research Station (TTRS) 67
6.13: Mississippi State University 68
6.14: Charlotte Harbor Flatwoods Initiative (CHFI) 68
6.15: Babcock Ranch Preserve (BRP) 68
6.16: Lee County 68
6.17: Peace River Audubon Society 69
Section 7: Beyond the Boundaries Considerations 69
Document Map 71

Acronym List

AHREs	Aquatic Habitat Restoration and Enhancement Subsection
ARCI	Avian Research and Conservation Institute
BMU	Bear Management Unit
BRP	Babcock Ranch Preserve
BWWMA	Babcock-Webb Wildlife Management Area
CARL	Conservation and Recovery Lands (program)
CHFI	Charlotte Harbor Flatwoods Initiative
CPS	Conservation Planning Services (office)
DFC(s)	Desired Future Condition(s)
HGM	Hunting and Game Management (division)
FBC	Florida Bat Conservancy
FFS	Florida Forest Service (formerly Division of Forestry)
FNAI	Florida Natural Areas Inventory
FWC	Florida Fish and Wildlife Conservation Commission
FWLI	Florida Wildlife Legacy Initiative
FWRI	Fish and Wildlife Research Institute
FGFFC	Florida Game and Fresh Water Fish Commission (predecessor to the FWC)
GSM	Game Species Management
HCWEA	Hickey's Creek Mitigation Park Wildlife and Environmental Area
IPM	Invasive Plant Management
MU(s)	Management Unit(s)
OBVM	Objective Based Vegetation Management
PLCP	Public Lands Conservation Planning (project)
PBG	Potential Breeding Group
PHA	Public Hunting Area
PVA	Population Viability Analysis
RCWMAG	Red-Cockaded Woodpecker Management Advisory Group
SCP	Species Conservation Planning (section)
SFWMD	South Florida Water Management District
SGCN	Species of Greatest Conservation Need
SHCA	Strategic Habitat Conservation Area
SMA	Strategic Management Area
SWFWMD	Southwest Florida Water Management District
SWG	State Wildlife Grant
TIITF	Board of Trustees of the Internal Improvement Trust Fund
TTRS	Tall Timbers Research Station
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
WCPR	Wildlife Conservation Prioritization and Recovery (program)
WEA	Wildlife and Environmental Area
WHCNiFL	Wildlife Habitat Conservation Needs in Florida (document)
WHM	Wildlife and Habitat Management (section)
WMA	Wildlife Management Area

Statewide Species Prioritization Parameters

This table provides the values for the 6 prioritization parameters for the focal species. Parameters that are "triggered" (exceed the threshold) are in **bold**. Typically, the more parameters a species triggers, the higher the statewide prioritization.

Species Common Name	Millsap et al[1]		State Wildlife Action Plan[2]		PVA on managed lands	
	Biological Score[3]	Supplemental Score[4]	Population Status[5]	Population Trends[6]	Probability of a 50% decline[7]	Populations persisting (to 80 or 100 years)[8]
Gopher Frog	24.6	12	medium	**declining**	0	**9% (to 80)**
Florida Pine Snake	23.7	**15**	medium	**declining**	0	**31% (to 80)**
Gopher Tortoise	**27.3**	**17**	medium	**declining**	0	**55% (to 100)**
American Swallow-Tailed Kite	25.7	13	**low**	**unknown**	**20%**	**50% (to 100)**
Bachman's Sparrow	16.0	12	medium	**declining**	0	**49% (to 80)**
Brown-Headed Nuthatch	17.0	13	medium	**declining**	0	**25% (to 80)**
Burrowing Owl	15.3	**15**	medium	**unknown**	**>90%**	**6% (to 100)**
Cooper's Hawk	15.0	12	not a SGCN[9]	not a SGCN[9]	**96%**	100% (to 100)
Crested Caracara	**37.7**	**17**	**low**	**unknown**	0	100% (to 100)
Florida Grasshopper Sparrow	**39.7**	**18**	**low**	**declining**	**100%**	**12% (to 100)**
Florida Mottled Duck	17.3	**18**	medium	**declining**	**1%**	100% (to 100)
Florida Sandhill Crane	**27.0**	**16**	medium	**declining**	0	**33 % (to 80)**
Florida Scrub-Jay	**36.6**	**19**	**low**	**declining**	**30%**	**2% (to 80)**
Limpkin	24.3	14	medium	**unknown**	0	100% (to 100)
Northern Bobwhite	11.0	14	**low**	**declining**	0	100% (to 100)
Red-Cockaded Woodpecker	**27.6**	14	**low**	**declining**	0	**45% (to 100)**
Southeastern American Kestrel	**28.0**	14	**low**	**declining**	0	**67% (to 100)**
Southern Bald Eagle	21.3	10	medium	increasing	0	100% (to 100)

Species Common Name	Millsap et al[1]		State Wildlife Action Plan[2]		PVA on managed lands	
	Biological Score[3]	Supplemental Score[4]	Population Status[5]	Population Trends[6]	Probability of a 50% decline[7]	Populations persisting (to 80 or 100 years)[8]
Wading Birds	variable	variable	variable	variable	0	100% (to 100)
Florida Black Bear	**32.7**	13	medium	stable	**5%**	100% to (100)
Florida Bonneted Bat	**33.3**	**18**	**low**	**unknown**	NA	NA
Florida Panther	**40.3**	**15**	**low**	**unknown**	0	100% (to 100)
Sherman's Fox Squirrel	24.0	**17**	**low**	**declining**	0	**28% (to 80)**

[1] scores derived from Millsap et al (1990), "Setting priorities for the conservation of fish and wildlife species in Florida", as updated by staff of the FWC. We used the most recent updates to score.

[2] Florida's State Wildlife Action Plan.

[3] Species trigger this parameter if the score is ≥ 25.9

[4] Species trigger this parameter if the score is ≥ 15

[5] Species trigger this parameter if the score is low or unknown

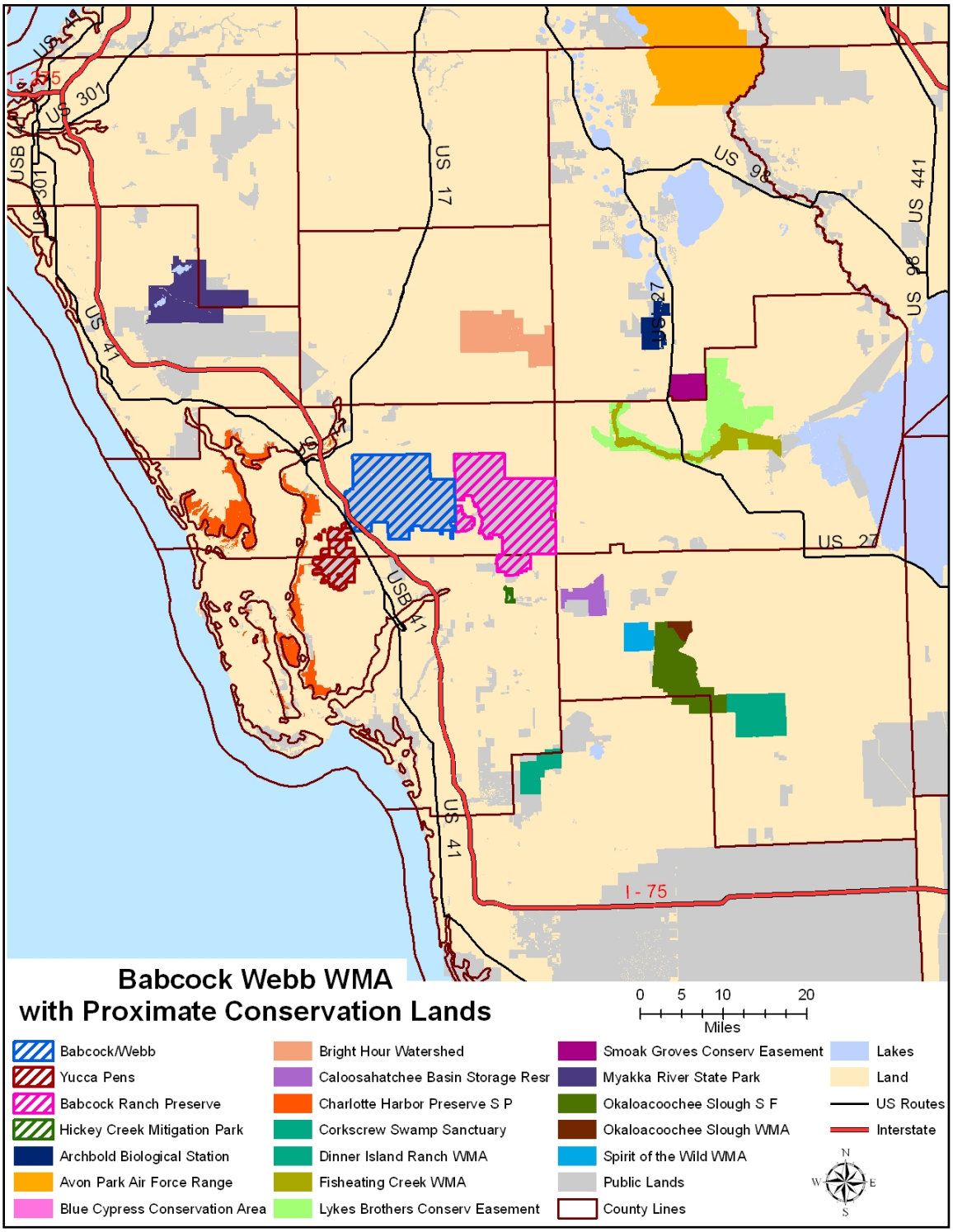
[6] Species trigger this parameter if the score is declining or unknown

[7] Species trigger this parameter if the score is > 0

[8] Species trigger this parameter if the score is ≤ 75%

[9] SGCN = species of greatest conservation need

Locator Map


US 41
I - 75
US 301
US 17
US 98
US 441
US 27
USB 41
Babcock Webb WMA
with Proximate Conservation Lands
0 5 10 20
Miles
Babcock/Webb
Yucca Pens
Babcock Ranch Preserve
Hickey Creek Mitigation Park
Archbold Biological Station
Avon Park Air Force Range
Blue Cypress Conservation Area
Bright Hour Watershed
Caloosahatchee Basin Storage Resr
Charlotte Harbor Preserve S P
Corkscrew Swamp Sanctuary
Dinner Island Ranch WMA
Fisheating Creek WMA
Lykes Brothers Conserv Easement
Smoak Groves Conserv Easement
Myakka River State Park
Okaloacoochee Slough S F
Okaloacoochee Slough WMA
Spirit of the Wild WMA
Public Lands
County Lines
Lakes
Land
US Routes
Interstate
N
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Section 1: Introduction

The FWC manages the lands in the Wildlife Management Area system using a proactive approach, which includes an understanding of natural communities of plants and animals. As applied by FWC, natural community management starts by classifying lands into distinct natural communities that we then manage in a way to maintain or enhance the communities' unique structure and function. Land management that has a positive influence on natural community conditions benefits the wildlife living in these habitats.

Another important aspect of FWC's management approach is ensuring that it is science-informed and meets the needs of Florida's wildlife. The agency's Wildlife Conservation Prioritization and Recovery Program (WCPR) created this Species Management Strategy for BWWMA to inform and guide management on the areas, and to verify that area management is meeting the needs of wildlife. The FWC intends for this Strategy to: 1) Provide land managers with information on management actions that should be taken provided the necessary resources are available; 2) Promote the presence and facilitate the persistence of wildlife species on the area; and 3) Provide measurable objectives that can be used to evaluate the success of wildlife management on the area.

When developing a Strategy, WCPR staff uses multiple tools to analyze and evaluate an area's opportunities to manage for wildlife. The focal species concept is an approach to identify the needs of wildlife collectively by strategically focusing on a subset of wildlife species. The subset of species FWC selected as focal species includes umbrella species, keystone species, habitat-specialist species, and indicator species. Objective Based Vegetation Management (OBVM) is a method used to assess if vegetation management within natural communities is achieving the desired conditions. Also, Strategic Management Area (SMA) is a specially designated piece of land where additional management actions are required to address a particular need.

In addition to tools discussed above, WCPR staff uses specific definitions in a Strategy. *Goals* are broad statements of a condition or accomplishment to be achieved. Goals may be unattainable, but provide direction and inspiration. *Objectives* are a measurable, time-specific statement of results responding to pre-established goals. *Imperiled Species* refers to any plant or animal federally listed under the Endangered Species Act or state-listed by the Florida Fish and Wildlife Conservation Commission or the Department of Agriculture and Consumer Services.

Creating the BWWMA Strategy involved a number of steps. First, WCPR staff assessed the results of species-specific habitat models and statewide potential habitat maps for focal species to determine which focal species had potential habitat on BWWMA. WCPR staff then used knowledge from FWC staff, species-expert opinions, and area-specific natural community maps to modify the statewide models and create area-specific potential habitat maps for each focal species. Next, WCPR staff conducted a workshop at which area managers, species experts, and section leaders discussed and evaluated BWWMA's potential

roles in the conservation of focal species. For each species, workshop participants determined the status of the species on the areas; evaluated the opportunities for management on the areas; specified appropriate monitoring and research actions; and identified beneficial coordination and 'beyond the boundary' considerations. Using the information from the workshop, staff drafted the Strategy document and sent it to species experts and other professionals for review. Following the review, the Strategy was finalized and staff initiated implementation of actions in the Strategy.

FWC staff considered the goals and objectives in BWWMA's Management Plan (formerly known as Conceptual Management Plan) when discussing and assessing the species; therefore, this Strategy supports the goals of the Management Plan. Management plans are on a 10-year revision cycle. During the next revision of the Management Plan, staff will incorporate the objectives in this Strategy into the Management Plan, and append this Strategy to the revised Management Plan.

While this Strategy focuses on BWWMA, it considers the role of each area within the larger state or regional context. Similarly, while the Strategy has species-specific objectives and actions, it does not endorse single-species management. Natural community management is the core of FWC's ecological management approach, and by paying special attention to the needs of focal and imperiled species, we verify that management actions are having the desired effect. By implementing the actions in the Strategy, the FWC believes that management will keep common species common, aid in the recovery of listed species, and benefit the largest suite of native wildlife.

Section 2: Current and Historic Management on Babcock-Webb Wildlife Management Area

2.1: Location, Acquisition, and Influences on Current Condition

The Fred C. Babcock/Cecil M. Webb Wildlife Management Area (BWWMA) is located in Charlotte and Lee Counties and consists of the Webb tract (65,758 acres) and the Yucca Pens Unit (14,577 acres). The FWC holds the title for the Webb tract and the Board of Trustees of the Internal Improvement Trust Fund (TIITF) owns the Yucca Pens Unit. For the purpose of this Strategy, BWWMA refers to both the Webb and the Yucca Pens tracts. When a tract is referred to by name, the discussion applies only to that tract. Though Webb and the Yucca Pens Unit were purchased separately, they are located in close proximity to one another. U.S. 41 separates the Webb tract on the east from the Yucca Pens Unit on the west, as Interstate 75 crosses on the far southwestern corner of the Webb tract (Locator Map). The proximity to U.S. 41 and Interstate 75 requires consideration during prescribed fire activities. These major roadways also create a potential impediment to wildlife movement between Webb and the Yucca Pens Unit.

In 1941, the Florida Game and Freshwater Fish Commission (FGFFC, predecessor to the FWC) initiated purchase of BWWMA using funds made available by the U.S. Fish and Wildlife Services (USFWS) via the Pittman-Robertson Act. Except for 20 acres purchased using funds from the Conservation and Recreational Lands (CARL) program, all of the acreage acquired for the Webb tract of the BWWMA was purchased using Pittman-Robertson funds. The State of Florida purchased the initial 3,600 acres of the Yucca Pens Unit in 1995 using CARL funds as part of the Charlotte Harbor Flatwoods Florida Forever Project. One of the goals of management for this project was "… to conserve and protect significant habitat for native species or endangered and threatened species…". Utilizing both CARL and Preservation 2000 resources, the TIITF authorized additional land purchases varying in size that totaled to 10,977 acres, contributing to the creation of the Yucca Pens Unit.

BWWMA is part of a network of conservation lands that runs from the Charlotte Harbor Preserve on the western edge and continues northeast to Fisheating Creek (Locator Map). Many species on BWWMA also occur on Babcock Ranch Preserve (BRP); the 73,239-acre preserve just to the east of BWWMA across State Road 31. With nearly 55,335 acres of diverse natural habitats, BRP helps support populations that persist on BWWMA and is considered when assessing potential habitat for focal species in this Strategy. BRP is owned by the State and is cooperatively managed by Babcock Ranch, Inc.; Babcock Ranch Management, LLC; the FWC; the Florida Forest Service (FFS); and Lee County (on the Lee County portion). Upon expiration of the BRP management agreement in July 2016, FFS will assume management responsibilities as lead managing agency and FWC will function as a cooperating agency.

Although BWWMA is outside their primary and secondary range, Florida black bears and Florida panthers dispersing through the area are prone to vehicle collisions along major roads. The Florida Department of Transportation's plans to widen State Road 31 from 2 lanes to 4 lanes prompted FWC to propose 2 wildlife underpasses to alleviate vehicle collisions for wildlife moving between BWWMA and BRP. To accommodate Florida black bear and Florida panther movement, FWC recommended installing one underpass approximately 4,000 feet north of where Tucker's Grade crosses State Road 31 and the other approximately 3,000 feet to the south of where Tucker's Grade crosses State Road 31.

Hickey's Creek Wildlife and Environmental Area (HCWEA) is an FWC gopher tortoise mitigation park managed in cooperation with Lee County Department of Parks and Recreation. HCWEA is located approximately 10 miles southeast of BWWMA and was included in potential habitat models for many focal species. With the addition of several privately-owned tracts acquired through a conservation easement program, the network of conservation lands around BWWMA continues to expand and extend linkages.

History

In the 1920s, prior to State acquisition, several timber companies clear-cut pine trees on what is now BWWMA. By the 1930s, cull trees and a few small pines were all that remained. There were no active reforestation efforts at that time and most of the trees present on BWWMA today are descendents of the cull trees that were not harvested. The natural reforestation process has left large areas with few pine trees, and due to minor elevation changes on BWWMA, trees are located on ridges between shallow ponds, wet flatwoods, and dry and wet prairies. Pine resources on Webb also were used for turpentine production, and in the early 1970s, the FGFFC issued a 10-year lighter pine stumpage contract to the Hercules Company. In 1985, area staff initiated pine planting in minimally-stocked areas that met the historic conditions for pines. As of 2013, approximately 1,200 acres of planted pines have been established on BWWMA, mostly in plantations 40-60 acres in size.

Cattle grazing has been ongoing at BWWMA since before state acquisition. Cattlemen have historically used frequent fire on BWWMA to reduce fuels and increase pasture productivity in grazing lands. The initial cattle leases were leased by the acre and the cattlemen determined the stocking rates. In 1977, the FWC decided to officially cap stocking rates at 50% of the recommended rates determined by the National Resource Conservation Service. According to the 2012 National Resource Conservation Service Prescribed Grazing Plan, Webb contains approximately 19,145 acres in continuous grazing and 9,908 acres in rotational grazing with the ability to support 1,014 animal units. The Yucca Pens Unit contains approximately 14,674 acres of potential grazed land and can support up to 207 animal units. Current cattle lessees are required to maintain all perimeter fences and disk all fire lines within their lease annually. Prior to release on BWWMA, lessees quarantine cattle for 7 days in an off-site location to reduce the spread of exotic plants such as tropical soda apple (*Solanum viarum*). Cattle leases benefit FWC operations at BWWMA by increasing annual revenue, reducing vegetative fuels through grazing, and reducing the time and money that area staff has to spend on fence and fire line maintenance.

Hydrology

Hydrology is a major issue on BWWMA, as rains typically inundate much of the area during the June-October wet season. Prolonged inundation can reduce habitat suitability for burrowing species in historically dry areas. Rain and associated seasonal flooding can also have an effect on land management activities by influencing timing of burns and the use of heavy equipment. Seasonal flooding can provide some wetland species with temporary habitat during the wet season, but historically dry habitat may not be in suitable condition for these species to nest and forage.

Hydrologic changes over the past century have contributed to disrupted water flow on and surrounding BWWMA. The original flow of the Gator Slough watershed moved water from Webb through the Yucca Pens Unit and southwest toward Matlache Pass and Charlotte

Harbor. In 1957, the creation of the Gator Slough Canal caused excessive drainage on the Yucca Pens Unit by diverting water to the city of Cape Coral. The construction of Interstate 75 in 1978 also inhibited drainage on Webb, causing water to back-up on the tract.

A hydrological study done in 1982 documented the Webb tract's water flow issues. The study recommended installation of low water fords and riser structures to help slow the flow and hold water in order to reduce flooding downstream. Unfortunately, further land modifications and development around Webb overwhelmed the original structures, and in 2011 and 2012, these structures were replaced. From 2009 through 2010, the South Florida Water Management District (SFWMD) funded and executed a hydrological study and flow-way model for the Yucca Pens Unit. This study determined that free flowing culvert pipes were draining the water from the Yucca Pens Unit through the Gator Slough Canal and that additional water from Webb was needed to hydrate the Yucca Pens Unit. SFWMD has initiated plans to install a series of ditch blocks to correct the free-flowing culverts in the 2012-2013 fiscal year and will continue installation in 2014.

In 2010, the Charlotte Harbor Flatwoods Initiative (CHFI) was formed to take a regional approach in addressing issues with the Gator Slough watershed. This group includes representatives of state agencies, county governments, federal agencies, and private interests. The CHFI looked at the current water flow issues to the southwest of BWWMA and other water flow alternatives to move water from Webb back across the Yucca Pens Unit. The ongoing Interstate 75 lane expansion project that began in late 2013 presented a chance for the group to consider modification of the Interstate 75 drainage and flow ways. Currently, the CHFI is optimistic there will be at least some hydrological improvement for areas encompassing BWWMA, although plans have yet to be finalized.

2.2: Management Since Acquisition

The Florida Natural Areas Inventory (FNAI) completed plant community mapping at BWWMA as part of FWC's OBVM program (Table 1); however, historic plant community mapping was not completed. Some historic information showing pine densities and locations of the late 1970's stumpage efforts is available from old aerial photos. Through the OBVM workshop process, staff delineated management units (MUs) and defined the desired future conditions (DFCs) for the actively managed natural communities. In 2011, the MU's were redrawn to accommodate the new prescribed fire system which was developed as part of a northern bobwhite (*Colinus virginianus*) project. In 2014, FNAI plans to remap portions of BWWMA using historic plant community data to identified areas that were mistakenly classified in previous surveys. The actively managed natural communities on BWWMA encompass 81,183 acres in MUs on BWWMA, which includes 60,929 acres of mesic flatwood, wet flatwood, dry prairie and wet prairie communities.

Table 1. Mapped acreage of current natural communities on BWWMA, including management status and the number of focal species that use the community.

Community Type	Estimated current acreage – Webb	Estimated current acreage – Yucca Pens	# of focal species that use the NC
Basin Marsh	11,572	707	9
Basin Swamp	0	423	9
Depression Marsh	2,931	524	7
Dome Swamp	0	29.4	5
Dry Prairie [1]	9,965	38	11
Hydric Hammock	5	0	6
Mesic Flatwoods [1]	29,010	7,786	18
Mesic Hammock	138	29	6
Pasture – Improved	36	0	15
Pasture – Semi-improved	227	0	15
Pine Plantation	111	0	9
Ruderal	3,078	445	15
Wet Flatwoods [1]	6,873	4,063	9
Wet Prairie [1]	3,046	148	6
TOTAL ACRES[2]	66,991	14,192	

[1] Communities that are actively managed and monitored via the OBVM process; other communities are managed but not monitored via OBVM.

[2] The total acres identified in the lease differs from the total acres identified during the mapping effort. This is possibly due to a combination of digitizing error and complications in determining actual boundaries.

Prescribed fire is the primary land management activity on BWWMA. During the early years of FWC management, staff ignited fires and allowed them to burn across the landscape without containment by fire lines, which is similar to how wildfires historically occurred in Florida. Increasing development around BWWMA necessitated the establishment of burn units. In the 1980s, staff initiated burn unit delineation and the creation of fire lines. Currently, Webb has approximately 540 miles of fire lines. The cattle lessees disk 75% of these lines (402 miles) but the remaining 138 miles on Webb and 105 miles in the Yucca Pens Unit are maintained by staff. The current fire line system allows managers to control both the fire and smoke on a smaller scale than the historic methods.

Fire management on BWWMA has gone through several stages since the fire lines were established. The original fire rotation on Webb consisted of alternating blocks on a 2-

year cycle. In 1996, staff changed the fire rotation for most of BWWMA to an annual burn rotation with all fires occurring in the winter. This fire cycle kept a majority of the area within the rotation interval, but due to low fuel levels, some unburned areas remained in the blocks and provided wildlife cover. A high intensity management area on Webb, known as the field trial area, was put into an annual prescribed burn cycle for the purposes of northern bobwhite research. In early 2010 the FWC, in conjunction with Tall Timbers Research Station (TTRS), established 3 burn treatments on the field trial area to evaluate the response of the northern bobwhite population to different burn approaches. These treatments consist of strip-type fires, large blocks (3,000-4,000 acres), and smaller, alternating blocks burned in a checkerboard pattern. See Section 3.2.13 for more information about northern bobwhite research and monitoring on BWWMA.

By 1998, the Yucca Pens Unit contained established fire lines and staff initiated a fire management program largely relying on dormant-season burns to reduce fuel loads. Summer burns were initiated in 2003 and by 2006, approximately 4,000 acres had been burned during the growing season. Due to unfavorable weather conditions from 2006-2009, prescribed fires were rarely conducted on the Yucca Pens Unit. By 2010, the staff commitment necessary to implement the new prescribed fire plan on Webb reduced the available staff to burn on the Yucca Pens Unit, effectively placing the Yucca Pens Unit out of rotation.

In addition to prescribed fire, staff apply mechanical vegetation treatment (roller-chopping, shredding, mowing) as a land management activity on BWWMA. Saw palmetto (*Serenoa repens)* historically occurred as a low-growing and scattered component throughout the flatwoods, with larger and thicker patches on the leeward side of ponds and other fire obstacles. Over time, palmetto gradually increased in abundance and stature, thereby reducing the diversity of flatwoods plant communities. In 1982, roller-chopping was initiated to reduce palmetto coverage.

In 2004 and 2005, roller-chopping efforts were supplemented with shredding, but shredding was abandoned due to equipment down time and increased palmetto re-sprouting in treated areas. Mowing is currently being used to supplement roller-chopping of palmetto in red-cockaded woodpecker (*Picoides borealis*) clusters. Roller-chopping activities were historically conducted during the dry season; however, in 2005, roller-chopping was moved from winter to summer, resulting in better palmetto reduction and overall health of the desirable plants. In 2006, Global Positioning Systems units on equipment were used to track where contractors roller-chopped, rather than just identifying the MUs where treatment occurred. Since 1988, staff have applied roller-chopping to 33,110 acres, with roughly half of these treatments (17,261 acres) chopped between 2008 and 2011. The roller-chopping program has both reduced palmetto coverage and increased plant diversity and abundance.

Area staff intensively manages exotic plant species on BWWMA. The exotic plant control program on Webb began in 1984 with melaleuca (*Melaleuca quinquenervia*) and Brazilian pepper (*Schinus terebinthifolius*) being the primary targets. By 1993, most of the melaleuca on Webb had received initial treatment and was responding favorably. At

acquisition, the Yucca Pens Unit contained a large amount of melaleuca, Brazilian pepper, and downy rose myrtle (*Rhodomyrtus tomentosa*). Through the use of intensive management and aerial treatments, there has been a 70-80% reduction in the amount of these exotics on the Yucca Pens Unit.

The current list of exotics on BWWMA includes: melaleuca, Brazilian pepper, downy rose myrtle, tropical soda apple, cogongrass (*Imperata cylindrica*), old and new world Japanese climbing fern (*Lygodium microphyllum* and *L. japonicum)*, balsam apple (*Momordica charantia*), ear-leaf acacia (*Acacia auriculiformis*), silk reed (*Neyraudia reynaudiana*), lead tree (*Leucaena leucocephala*), natal grass (*Rhynchelytrum repens* syn. *Melinis repens*), west Indian marsh grass (*Hymenachne amplexicaulis*), and rosary pea (*Abrus precatorius*). FWC staff conducts the majority of exotics treatments on BWWMA.

Recreational activities on BWWMA include hiking, horseback riding, hunting, fishing, camping, and wildlife viewing. Amenities include parking and camping facilities on Webb, as well as a public shooting range. Additionally, 1,280 acres of the Webb unit has been leased to the Boy Scouts of America for a scout camp.

Monitoring

Past vegetative surveys have examined the effects of cattle grazing and roller-chopping on natural community structure. In 1982, a vegetative survey began comparing rotational grazing to continuous grazing annually for 10 years. The rotational grazing portion was discontinued after significant rains during the second year of the project and showed no significant change in diversity or forage amount. The University of Florida conducted a follow-up vegetative study to determine seasonal effects of roller-chopping. This study showed that winter chopping resulted in a 40-55% reduction of palmetto coverage while summer chopping produced an 80-90% reduction. In 2009 and 2011, grazing plans were developed on all of Webb's cattle leases as well as un-grazed units on the Yucca Pens Unit.

Past wildlife monitoring on BWWMA includes herpetological surveys, small-mammal surveys, a bat species inventory, and an avian species inventory. Herpetological drift fence surveys were conducted in 2004 for one-year and documented 37 of the 76 species known to occur in marshes, wet and dry prairies, hardwood hammocks, pine flatwoods, and cypress strands. Long periods of inundation forced researchers to shut down traps, resulting in the low number of identified species. No listed or focal species were captured. Area staff also conducted small mammal trapping in 2006 and 2007. Traps were set in marshes, wet and dry prairies, hardwood hammocks, pine flatwoods, and cypress strands for a period of 1,800 trap nights. Only 2 species were captured: hispid cotton rats (*Sigmodon hispidus*) and eastern wood rats (*Neotoma floridana*).

In May 2008, the Florida Bat Conservancy (FBC), a non-profit bat research and advocacy group, conducted a bat species inventory over a 3-night period. Using acoustic survey methods, FBC found 5 bat species: Brazilian free-tailed bat (*Tadarida brasiliensis)*, Florida bonneted bat (*Eumops floridanus*), evening bat (*Nycticeius humeralis*), northern

yellow bat (*Lasiurus intermedius*), and Seminole bat (*Lasiurus seminolus*). The FBC also held a workshop for staff and provided guidance in placing bat houses on Webb. Florida bonneted bats and Brazilian free-tailed bats use these houses, which are protected during land management activities. Brazilian free-tailed bats were also known to occupy the Interstate 75 overpass at Tucker's Grade prior to 2010, when construction plans required bats to be excluded from the Interstate. In 2010, FWC constructed a large community bat house near the office to provide roosting habitat for Brazilian free-tailed bats in anticipation of their exclusion. These bats were excluded from the overpass in 2011 but have not yet taken up residence in the community bat house. For more information on Florida bonneted bat monitoring and management on BWWMA, see Section 3.2.19.

The Sarasota Audubon Society and Dr. Oliver Hewett (from Cornell University) assisted the staff with avian inventories on Webb in the early 2000's. Surveys were conducted for 1 year at a frequency of 2 times per month to generate the Webb bird list. The Webb tract also hosts the Peace River Audubon Society's Christmas Bird Count, as well as an annual Breeding Bird Survey and National Migratory Bird Survey conducted by Cathy Olson, Lee County staff member. There are 91 bird species that are included in the BWWMA bird list, and the Breeding Bird Survey has documented 90 species with confirmed breeding in Lee County.

Additional survey efforts include monitoring of northern bobwhite, red-cockaded woodpecker, mourning dove (*Zenaida macroura*), and white-tailed deer (*Odocoileus virginianus*). See Section 3.2.14 for information on red-cockaded woodpecker monitoring and Section 3.2.13 for information on northern bobwhite monitoring. Since 2010, 76 mourning doves have been trapped and banded as part of a USFWS multi-state project to refine hunting regulations. To obtain population trend information, staff has conducted white-tailed deer spotlight counts on Webb since 1982 and on the Yucca Pens Unit since 2008. The population estimates over the last 5 years have varied from 936–1,146 on Webb and from 48–81 on the Yucca Pens Unit. Across BWWMA, staff record opportunistic wildlife observations and maintain a species list.

Section 3: Focal Species

The FWC's management approach focuses on maintaining and restoring the ecological form and function of natural communities. However, in some instances, it is important to consider the needs of specific wildlife species and to monitor the influences of natural community management on these species. To achieve a science-informed approach to species management, the FWC uses the focal species concept embraced by the Wildlife Habitat Conservation Needs in Florida (WHCNiFL) project. This concept allows area staff to identify the needs of wildlife collectively by strategically focusing on a subset of wildlife species. The subset of species selected includes umbrella species, keystone species, habitat specialist species, and indicator species.

The Public Lands Conservation Planning (PLCP) project, an expansion of the WHCNiFL project, added a few species and provided potential habitat modeling on public lands. For the PLCP, the FWC selected 60 focal species (including 1 group of species, the wading birds) for which statewide potential habitat maps were generated using each species' potential habitat model.

The FWC's 2003 landcover data served as the base layer for all potential habitat models, and staff selected additional layers considering the particular natural history of each species (e.g., species' range, known occurrence records); as such, each model is species-specific. Once statewide potential habitat maps were completed, a Population Viability Analysis (PVA) was conducted for each focal species.

The statewide landcover-based habitat models identified 20 of the 60 focal species to have potential habitat on BWWMA (Section 3.1). Two species, the gopher tortoise and Cooper's hawk, are not identified by the PLCP to have potential habitat on BWWMA, but have been documented on BWWMA by staff and species' experts. The Florida bonneted bat is not a focal species but was added to the list for BWWMA because it is a federally endangered species that occurs on the area. For all focal species modeled to have potential habitat on BWWMA, staff created area-specific potential habitat maps by using the same statewide models but replacing the landcover data with area-specific natural community data. The resulting area-specific potential habitat maps were then refined based on the input of local managers and species experts.

The WCPR Workshop for BWWMA held February 19-20, 2013, brought decision makers together to assess species' opportunities and needs, identify measurable objectives, outline necessary coordination efforts, and determine required actions such as monitoring and species management. To facilitate informed discussion of the species, WCPR staff compiled a workbook that contained information on the focal species. Participants at the workshop discussed the "level of opportunity and need" for each species. This included considering the number of statewide prioritizations the species triggered (Statewide Species Prioritization Table), the species' listing status, and the long-term security of the species (i.e., examining PVA results). Other factors considered were the species' use of actively managed communities (Table 1), species' response to management, and any local overriding factors (e.g., status of species in the region, local declines or extirpations). A brief summary of the opportunity and need assessments for each focal species is available in Section 3.2.

3.1: Babcock-Webb Wildlife Management Area Focal Species List

Workshop participants assessed 23 species for their level of opportunity or need on BWWMA. In the following species list, we use a [1] to denote species for which a measurable objective is identified, a [2] for species for which some level of monitoring is recommended, a [3] for species for which a SMA is recommended, and a [4] for species for which species management is recommended. Occasionally, statewide models indicate a species has

potential habitat on the area, but the local assessment indicates there is little opportunity to manage for these species. These limited opportunity species are denoted with an *. Except for those species identified with a superscript number, workshop participants and expert reviewers determined that ongoing management would meet the needs of the focal species. For species with no numerical superscripts, participants and reviewers agreed there is no need for measureable objectives, monitoring, SMAs, or species-specific management.

Gopher frog (*Lithobates capito*)

Florida pine snake (*Pituophis melanoleucus mugitus*)
Gopher tortoise (*Gopherus polyphemus*)

American swallow-tailed kite (*Elanoides forficatus*)
Bachman's sparrow (*Peucaea aestivalis*)
Brown-headed nuthatch (*Sitta pusilla*)
Burrowing owl (*Athene cunicularia*)
Cooper's hawk (*Accipiter cooperii*)
Crested caracara (*Caracara cheriway*)
Florida grasshopper sparrow (*Ammodramus savannarum floridanus*)*
Florida mottled duck (*Anas fulvigula*)
Florida sandhill crane (*Grus canadenses pratensis*)
Florida scrub-jay (*Aphelocoma coerulescens*)*
Limpkin (*Aramus guarauna*)
Northern bobwhite (*Colinus virginianus*)[2,4]
Red-cockaded woodpecker (*Picoides borealis*)[1,2,3,4]
Southeastern American kestrel (*Falco sparverius paulus*)
Southern bald eagle (*Haliaeetus leucocephalus*)
Wading birds (Multiple species)

Florida black bear (*Ursus americanus floridanus*)
Florida bonneted bat (*Eumops floridanus*)[1,2,4]
Florida panther (*Puma concolor coryi*)[1]
Sherman's fox squirrel (*Sciurus niger shermani*)

3.2: Focal Species Opportunity/Needs Assessment

This section provides an assessment of the opportunities for management as well as the needs of each of the focal species. The assessment considers a number of attributes, including the status of a species, the number of prioritization parameters it triggers, the

species' response to management, and the amount and spatial arrangement of species' potential habitat available on the area. Because all federally listed wildlife are FWC-listed, we will provide only the federal listing status for federally listed species. When a species is not federally listed but is FWC-listed, we will provide the FWC listing status. The FWC is currently in the process of developing management plans for FWC-listed species. Staff will review these plans to determine if the content warrants a revision to any of these assessments and will revise this Strategy as warranted.

Unless otherwise noted, all reported acres of potential habitat are the result of using the area-specific natural community data in the species' potential habitat model. These estimates include all the area mapped in a natural community identified as potential habitat, including patches that may not be contiguous with other suitable habitat. During the workshop, participants considered the spatial arrangement and habitat patch size when assessing the potential role BWWMA plays in the conservation of each species. For species that require larger habitat patches, we considered the continuity and condition of habitat on lands adjacent to the WMA.

3.2.1: Gopher Frog

Gopher frogs have not been documented on BWWMA. A 2007-08 FNAI survey on BRP did not document gopher frogs. There is at least one gopher frog record in Charlotte County, but it is from 1940. Gopher frogs have not been documented in Lee County, but have been found in Collier County, south of BWWMA.

In Florida, gopher frog habitat is a subset of gopher tortoise habitat that contains fishless ephemeral wetlands in which gopher frogs breed. After breeding, gopher frogs move into surrounding upland habitat within a mile of the breeding pond. They prefer native, fire-maintained xeric habitats with intact groundcover, but can persist in areas with some habitat alteration. Gopher frogs often occupy gopher tortoise burrows, but they will use stump holes, hollow logs, and rodent or crayfish burrows.

Gopher frogs in Florida are an FWC-listed species of special concern, although the current Species Action Plan recommends removing gopher frogs from this list. Considered a moderate priority statewide, this species triggers 2 of 6 prioritization parameters (priorities table). Models indicate 43,768 acres of potential habitat within current natural communities on Webb and 13,219 acres on the Yucca Pens Unit. An additional 43,502 acres are available on BRP and HCWEA. Though the model indicates a large amount of potential habitat available for gopher frogs on these areas, it may be an overestimate. Potential habitat on BWWMA is primarily mesic flatwoods and lacks the drier, more xeric communities this species prefers. Gopher frogs will use mesic flatwoods if gopher tortoises are present, but tortoises are not common on BWWMA except on a few small areas. Although the model indicates a large amount of potential habitat, this species has not been detected on BWWMA.

Considering the limited amount of xeric uplands and lack of gopher tortoises, there is a low opportunity to influence the regional gopher frog population on BWWMA.

Ongoing land management actions, including prescribed fire in mesic flatwoods and isolated wetlands, are compatible with the needs of gopher frogs should they exist on BWWMA. Section 4.3.1 provides additional land management recommendations to ensure BWWMA meets the needs of gopher frogs should they occur here. Monitoring should be opportunistic (Section 5.2.4). FWRI staff periodically dip-net for pond-breeding amphibians across Florida and may have the opportunity to survey BWWMA (Section 6.1.4)

The goal is to provide suitable habitat conditions for gopher frogs should they occur on BWWMA. By continuing to apply prescribed fire and maintaining suitable habitat conditions, BWWMA will fulfill its role for this species.

3.2.2: Florida Pine Snake

The Florida pine snake has not been documented on BWWMA. Pine snakes were not found in a 2007-08 FNAI survey on BRP. Florida pine snakes use a number of plant communities but they typically occupy pine-dominated areas with sandy soils and a well-developed grassy understory, such as upland pine and sandhill communities. Pine snakes actively seek out and burrow into pocket gopher mounds to capture pocket gophers (*Geomys pinetis*). Pocket gophers, however, are not common on or near BWWMA. Regardless pine snakes have been known to occupy areas where pocket gophers are absent.

The Florida pine snake triggers 3 of 6 prioritization parameters (priorities table) and is an FWC-listed species of special concern, although the current Species Action Plan recommends listing this species as Threatened. According to the literature, at least 2,471 acres of suitable habitat are required to support a viable population of pine snakes. BWWMA has a limited amount of the xeric natural communities this species requires and models indicate only 72 acres of potential habitat within natural communities on Webb and no potential habitat on the Yucca Pens Unit. Given the small amount of potential habitat on BWWMA, there is a low opportunity to support pine snakes on this area. Pine snakes have large home ranges and are vulnerable to habitat fragmentation, including the loss of travel corridors between suitable habitat. With little suitable habitat fragmented by largely dangerous roadways, BWWMA primarily functions to support the regional pine snake population.

Management actions that maintain or enhance habitat for this species include prescribed fire and mechanical treatments that aid in restoring natural community structure and function. Stumps and other coarse woody debris should be retained during land management activities (Section 4.3.2). If contractors are used to accomplish land management objectives, they should be educated in what to do if they encounter a pine snake and directed to avoid damaging or destroying gopher tortoise burrows.

Because there are no herptofauna surveys currently planned for BWWMA, opportunistic monitoring is recommended (Section 5.2.4). In 2013, FWRI researchers began a statewide Upland Snake Survey; the Florida pine snake is a target species in this survey. One method of collecting occurrence information for this study is documenting snakes observed along designated road routes, including a route on BWWMA. While drift-fence surveys will not provide population level information on pine snakes, any future drift-fence surveys conducted on the area should include the use of large upland snake traps to ensure adequate detection of large snakes.

The goal is to provide suitable habitat conditions to allow Florida pine snakes using BWWMA to function as part of a regional population. By continuing to apply prescribed fire and maintaining suitable habitat conditions, BWWMA will fulfill its role for this species.

3.2.3: Gopher Tortoise

Gopher tortoises are occasionally observed on BWWMA, but seem to be restricted to a few dry areas on ridges or along roads. A 2007-08 FNAI survey on BRP documented a high density of tortoises in the northeast corner of the property, overlapping the red-cockaded woodpecker population. Gopher tortoises are common in areas around BWWMA where water has been drained to allow for urban development.

The gopher tortoise is a management-responsive species that can serve as an indicator of properly managed upland pine or grassland communities. It prefers xeric upland habitat managed with frequent fire to maintain groundcover for cover and foraging. The gopher tortoise is considered a keystone species because many other species use their burrows, including focal species such as the Florida mouse and gopher frog.

This FWC-listed threatened species triggers 4 of 6 prioritization parameters (priorities table), making it a high priority species statewide. The 2007 FWC gopher tortoise management plan placed emphasis on increasing the number of tortoises on public lands. The FWC recently approved a revised Gopher Tortoise Management Plan, with continued emphasis on habitat restoration on public lands.

Typically, gopher tortoises use drier flatwoods, or flatwoods associated with more xeric communities such as sandhill, scrub, and scrubby flatwoods. Models indicate no potential habitat for gopher tortoises on BWWMA. This is because the model uses a filter for restricting potential habitat to soils with high or moderate infiltration rates. Most of BWWMA is seasonally inundated and unsuitable for gopher tortoises because of water levels. Despite the lack of potential habitat modeled on BWWMA, gopher tortoises are found year-round on two raised mounds located along the northwest boundary of Webb and along a canal on the northern end of the Yucca Pens Unit. The model for potential gopher tortoise habitat may be too restrictive for southwest Florida, as tortoises seem to persist in seasonally-inundated areas of BWWMA. Even though gopher tortoises are periodically

found on BWWMA, the limited amount of habitat indicates that there is low opportunity to influence this species using natural community management.

Management actions that maintain or enhance habitat for this species include the frequent use of prescribed fire. Additional land management considerations can be found in Section 4.3.3. Because gopher tortoises are occasionally observed on BWWMA, monitoring on BWWMA should be opportunistic. Staff should document all individuals and burrows when encountered outside where they commonly occur (Section 5.2.4).

The goal is to provide suitable habitat conditions to allow gopher tortoises using BWWMA to function as part of a regional population. By continuing to apply prescribed fire and maintaining suitable habitat conditions, BWWMA will fulfill its role for this species.

3.2.4: American Swallow-Tailed Kite

American swallow-tailed kites are occasionally observed on BWWMA. Nesting is suspected, based on observations of multiple birds in one area (Webb's South Walk-in unit) during the breeding season, but it has not been confirmed. A 2007-08 FNAI survey on BRP documented several kites, including juveniles, with nesting also suspected. The Avian Research and Conservation Institute (ARCI), a research organization that conducts statewide research on swallow-tailed kite populations, reports at least 4 known kite nests in the area, 3 of which are a few miles south of BWWMA.

American swallow-tailed kites are habitat generalists and utilize a variety of natural communities. Open areas are used for foraging, and trees that are dominant or taller than surrounding trees are preferred as nest trees. Shrub height and density tends to be higher around nest sites. Because this species has high nest site fidelity, maintaining suitability of nesting areas is important. Given the generalist nature of this species and its high mobility, it is not considered management dependent though it does benefit from active management to restore natural communities provided nest sites are not disturbed.

American swallow-tailed kites trigger 4 of 6 statewide prioritization parameters (priorities table), making them a moderate statewide priority. Models indicate 31,105 acres of potential kite habitat within natural communities on Webb and 8,570 acres on the Yucca Pens Unit. An additional 53,190 acres are available on BRP and HCWEA. Kites prefer nesting in areas with densely vegetated understory beneath tall pines. However, these conditions are not as common on Webb as the open habitat preferred by northern bobwhite or red-cockaded woodpeckers. Habitat on the Yucca Pens Unit has more areas with dense vegetation, and has not been managed with fire to the extent Webb has. Given the relatively large amount of potential habitat on BWWMA and the surrounding conservation lands, the opportunity for kites to use BWWMA is high.

Planned efforts to maintain natural community structure through timber thinning and prescribed fire will benefit kites by providing open areas for foraging. In addition, protection of wetlands and managing for open stands of mature native pines may provide nesting sites

for swallow-tailed kites on BWWMA. If nests are located on the area, management considerations around these sites should be used (Section 4.3.4) and the nest will be reported to ARCI (Section 6.6). If kite nesting activity is observed, this information should be documented and reported as well (Section 5.2.4).

The goal is to provide suitable habitat for the American swallow-tailed kite that will allow kites using BWWMA to function as part of a regional population. By maintaining pine stands in open condition for foraging and protecting mature nest-trees during management activities, area staff will meet the needs for this species on BWWMA. The amount of potential habitat on BWWMA and adjacent conservation areas increases the likelihood that American swallow-tailed kites will continue to persist on BWWMA.

3.2.5: Bachman's Sparrow

Bachman's sparrows are known to occur on both BWWMA and BRP. During a 2011 genetic survey of brown-headed nuthatches, TTRS biologists documented Bachman's sparrows on Webb. The Bachman's sparrow status on the Yucca Pens Unit is not known. A 2007-08 FNAI survey on BRP documented Bachman's sparrows at several locations, most commonly within red-cockaded woodpecker areas.

Bachman's sparrows prefer mature pine forests with a low basal area and healthy herbaceous vegetation, or early-succession old-field habitat. The Bachman's sparrow is responsive to management and the occurrence of fire is critical to sustaining this species. Use of an area by Bachman's sparrows declines rapidly around 18 months post-fire and sites are typically abandoned if fire is excluded for >3 years. In many areas, the optimal fire return interval necessary to achieve desired vegetative parameters for Bachman's sparrow habitat is 2-3 years. The fire return interval on Webb is supportive of the needs of Bachman's sparrows; however, this is not currently the case on the Yucca Pens Unit.

The Bachman's sparrow triggers 2 of 6 prioritization parameters (priorities table) and is currently experiencing range-wide population declines. Breeding Bird Survey data indicate a 3.2% decline per year range-wide with a 2.7% decline per year in Florida. Models indicate 38,975 acres of potential habitat within current natural communities on Webb and 7,824 acres on the Yucca Pens Unit. An additional 34,136 acres are available on BRP and HCWEA. On Webb, most of the potential habitat is currently in a condition that could support Bachman's sparrows. Literature suggests a minimum of 520 acres of contiguous habitat is required to maintain a viable population of Bachman's sparrows. Given this, Webb likely supports a population of Bachman's sparrows, but conditions at the Yucca Pens Unit are not favorable for the species and the population may not extend to that unit.

Current land management that depends on frequent fire and managing for open stands of mature native pines is compatible with the needs of the species on Webb. A more frequent fire return interval with an emphasis on increasing herbaceous vegetation on the Yucca Pens

Unit will improve habitat for Bachman's sparrows. Additional land management considerations are found in Section 4.3.5.

FWC does not conduct monitoring for Bachman's sparrows on BWWMA but there is a Breeding Bird Survey route on Webb that has been surveyed by Lee County staff since 1990. Current northern bobwhite and red-cockaded woodpecker monitoring is sufficient to assess the effects of land management in the flatwoods communities where Bachman's sparrows and brown-headed nuthatches persist. Monitoring should be incidental and include only observations during the breeding season (April-June; Section 5.2.4).

The goal is to support a Bachman's sparrow population on BWWMA. Maintaining suitable upland habitat on BWWMA will allow the area to fulfill its role in the conservation of this species. The amount of potential habitat on BWWMA and adjacent conservation areas increases the likelihood that Bachman's sparrows will continue to persist on BWWMA provided managers can continue an active prescribed fire program.

3.2.6: Brown-Headed Nuthatch

Brown-headed nuthatches occur on BWWMA. In 2011, TTRS biologists conducted a genetic survey of brown-headed nuthatches on Webb and banded 30 individuals. The status of the species on the Yucca Pens Unit is not known. The brown-headed nuthatch is dependent on open stands of mature pine interspersed with snags in which the species excavates nesting cavities. Older pine forests (>35 years for longleaf [*Pinus palustris*] and slash pine [*P. ellitiottii*]) and stands with basal area between 35–50 ft^2/ac (8-11 m^2/ha) are preferred, but the species does inhabit younger and more dense stands. This species triggers 2 of 6 prioritization parameters (priorities table) and is currently experiencing range-wide declines due to habitat loss and degradation.

Models indicate 35,994 acres of potential habitat within natural communities on Webb and 11,848 acres on the Yucca Pens Unit. An additional 38,492 acres are available on BRP and HCWEA. Literature suggests 1,000 acres of habitat is necessary to support a viable population. On Webb, most of the potential habitat is currently in a condition that likely supports a population of brown-headed nuthatches. However, conditions at the Yucca Pens Unit may not be favorable for the species and the population may not extend to that unit.

Prescribed fire and silvicultural thinning are management actions that maintain and enhance habitat for brown-headed nuthatches. Managers should also use treatments that favor mature timber, retention of appropriate snags, and mechanical actions that restore natural community structure. Brown-headed nuthatches prefer a basal area of 30-50 ft^2/ac and can become scarce in areas where pine basal area is too low; which should be addressed in timber management plans for Webb. Ongoing efforts to maintain natural community structure on BWWMA will increase suitability for brown-headed nuthatches within potential habitat. Current land management is compatible with the needs of the species on Webb, and

with increased prescribed fire and mechanical treatments, the suitability of the Yucca Pens Unit will improve. Additional land management considerations are found in Section 4.3.6.

FWC does not conduct monitoring for brown-headed nuthatches on BWWMA but there is a Breeding Bird Survey route on Webb that has been surveyed by Lee County staff since 1990. Current northern bobwhite and red-cockaded woodpecker monitoring is sufficient to assess the effects of land management in the flatwoods communities where Bachman's sparrows and brown-headed nuthatches persist. Monitoring should be incidental and include only observations during the breeding season (February-June; Section 5.2.5).

The goal is to support a brown-headed nuthatch population on BWWMA. Continuing to apply prescribed fire and maintain suitable upland habitat on BWWMA will allow the area to fulfill its role in the conservation of this species. The amount of potential habitat on BWWMA and adjacent conservation areas increases the likelihood that brown-headed nuthatches will continue to persist on BWWMA, provided managers can continue an active prescribed fire program.

3.2.7: Burrowing Owl

Burrowing owls are rare on BWWMA. In 2001, staff observed 2 individuals in MU 44, but the species has not been documented since. There is a colony of burrowing owls in Cape Coral to the south of the Yucca Pens Unit and there are recorded occurrences in Punta Gorda. A 2007-08 FNAI survey on BRP documented burrowing owls in several agricultural fields on the area. Attempts to relocate the burrows on BRP in 2012 were unsuccessful as the burrows became inundated with water.

Burrowing owls require open, treeless areas with low groundcover and sandy soils for excavating burrows. Burrowing owls historically preferred dry prairie habitat, however, most modern populations are found in non-native and altered habitats, including raised mounds or canal banks. This species uses underground burrows extensively, particularly during the spring for nesting and in the winter for protection from predators. Optimal habitat for this species includes soils that remain dry during times of peak burrow use. Much of current burrowing owl habitat occurs in private and urban areas that are prone to future development. Therefore, any populations on public land are important to the persistence of this species.

The burrowing owl is a species of special concern in Florida, although the current Species Action Plan recommends listing this species as Threatened. The burrowing owl triggers 4 of the 6 statewide prioritization parameters (priorities table). Models indicate 11,313 acres of potential habitat for burrowing owls within current natural communities on Webb and 370 acres on the Yucca Pens Unit. An additional 14,721 acres are available on BRP and HCWEA. Most of the modeled potential habitat on BWWMA is dry prairie and pasture or ruderal areas that contain sparse trees. Although these areas are typically inundated during the wet season (June-October), owls tend to use burrows less in the summer when

young have already fledged. Therefore, seasonally-inundated habitat on BWWMA can still be highly suitable for burrowing owls when managed appropriately.

Burrowing owls prefer to forage in areas with low levels of groundcover. Planned management actions, including prescribed fire, should benefit the burrowing owl by providing open foraging habitat. Section 4.3.7 contains land management recommendations for this species. Opportunistic monitoring is recommended for this species (Section 5.2.4), and when observed during the nesting season (February-June), managers should attempt to locate any existing burrows.

The goal is to provide habitat for burrowing owls that will allow individuals using BWWMA to function as part of a regional population. By maintaining open groundcover through prescribed burning and mechanical actions, BWWMA can provide suitable habitat for the burrowing owl and increase the likelihood of that this species will continue to persist on public lands.

3.2.8: Cooper's Hawk

Cooper's hawks are occasionally observed on BWWMA. A 2007-08 FNAI survey on BRP documented 2 individuals. There are very few records for Charlotte County and no confirmed breeding records since 1994. Cooper's hawks are commonly associated with woodlands and nest in a variety of habitats, including swamps, floodplain and bottomland forests, sand pine scrub, and baygalls. Cooper's hawks primarily feed on other birds and are found nesting in areas managed for upland game birds, such as the northern bobwhite. Nests usually are placed near the crown of a tree close to an edge in dense stands of oaks.

The Cooper's hawk triggers 1 of 6 prioritization parameters (priorities table). From a regional perspective, BWWMA and the surrounding lands comprise a mosaic of conservation areas, private lands, and residential development that could support a regional population of Cooper's hawks. However, BWWMA is near the southern limit of the breeding range in Florida and the species may not be as common as in other parts of the range. While models indicate no potential Cooper's hawk habitat on BWWMA, this is a result of the model's complexity; as Cooper's hawks have been observed using the area. Models also identified 46,432 acres of potential habitat on BRP, which has more of the mosaic of forested wet areas, open land, and pinelands near appropriate nesting habitat preferred by the species. Given its proximity to BRP and the occasional observation on the area, the model likely underestimates potential habitat for Cooper's hawks on BWWMA.

Cooper's hawks are not considered management dependent and opportunities to manage for Cooper's hawks on BWWMA are low. Although BWWMA can support occasional use, long-term breeding is unlikely given the area is on the southern periphery of the Cooper's hawk breeding range. Management actions that maintain or enhance habitat for this species include prescribed fire and mechanical actions that aid in restoring natural community structure and benefit upland bird species (Section 4.3.8).

During the nesting season (April-July), the Cooper's hawk is secretive and sensitive to disturbance near the nest site. No attempt will be made to actively search for nests, but incidental observations of nesting or breeding behavior will be noted (Section 5.2.4) and nesting areas will be protected from disturbance (Section 4.3.8).

The goal is to provide habitat for the Cooper's hawk that will allow individuals using BWWMA to function as part of the regional population. Maintaining upland habitat in suitable condition with prescribed fire and mechanical actions will support occasional use and allow the area to fulfill its role in the conservation of this species.

3.2.9: Crested Caracara

Crested caracaras are rarely seen on BWWMA and the area is on the western limit of the species' range. Caracaras have been documented on BRP since the 1970s and a FNAI survey documented several caracaras on BRP in 2008. Although no nests were found during FNAI's survey, at least 1 nest has been documented on BRP since the FNAI survey.

Caracaras prefer to forage in open areas with low ground and shrub cover. Currently much of the state's caracara population utilizes open pasture on private lands, so protection of any caracaras on public lands should be a priority. Caracaras typically build their nests in a cabbage palm (*Sabal palmetto*) in an open area with scattered trees. Caracaras have high nest site fidelity; therefore, protection of known nest sites is important to promoting continued use.

The crested caracara is listed as federally Threatened and triggers 4 of 6 prioritization parameters (priorities table), making it a high statewide priority. A majority of the crested caracara population in Florida occurs on private lands that are prone to future degradation and development, therefore, caracaras that occur on public conservation lands need to be a high priority. Models indicate 41,179 acres of potential habitat for crested caracaras within natural communities on Webb and 8,185 acres on the Yucca Pens Unit. An additional 46,966 acres are available on BRP and HCWEA. Given that caracaras have relatively large home range sizes (average of 3,000 acres), BWWMA could be important to the regional caracara population as it could potentially support up to 17 breeding pairs. However, most of the potential habitat modeled for BWWMA (36,787 acres) is mesic flatwoods, which is not a primary habitat type for caracaras. Mesic flatwoods can provide foraging opportunities, but may not comprise an entire caracara territory. The remaining habitat is dry prairie, pastures, and ruderal, and is in a condition that could support use by caracaras. There are more acres of pasture on BRP, which may be why caracaras are more common on that area. The proximity to pastures and dry prairie on BRP and other private ranches in the vicinity increases the likelihood that there is a regional population of caracaras utilizing both the public and private lands; however, BWWMA could not independently sustain a population of crested caracaras.

In foraging habitats, caracaras prefer low groundcover, such as that in newly mowed or burned areas. Therefore, ongoing efforts to restore and maintain natural community structure and function through prescribed fire will benefit this species. Since occurrences on BWWMA are rare, caracaras should be documented when are observed (Section 5.2.4). If there is reason to believe nesting is occurring in the area, staff should attempt to locate and document the nest. Nests are typically built in the tallest cabbage palms within isolated stands or open pastures. If nests are detected, management considerations around these sites will be implemented (Section 4.3.9).

The goal is to provide habitat for crested caracaras that will allow individuals using BWWMA to function as part of a regional population. FWC staff can achieve this goal by keeping potential caracara habitat in an open condition with frequent prescribed burn. The large amount of potential habitat on BWWMA and surrounding conservation areas increases the potential for this species to persist regionally.

3.2.10: Florida Mottled Duck

Florida mottled ducks are occasionally observed on BWWMA, often during the summer months, and ducklings have been observed only once. Mottled ducks nest in dry marshes, pine flatwoods, citrus groves, and urban areas that occur near shallow wetlands. Females tend to locate their nests in dense vegetation (tall grasses, rushes, or palmetto thickets) on the ground near water. This species prefers water <10 inches deep and wetlands with emergent vegetation.

The mottled duck is not listed by either the FWC or the USFWS. This species triggers 2 of the 6 statewide prioritization parameters (priorities table), making it a medium priority statewide. Models indicate 24,577 acres of potential habitat for mottled ducks on Webb and 120 acres on the Yucca Pens Unit. An additional 2,688 acres is available on BRP. Ongoing hydrologic restoration on the Gator Slough watershed can increase foraging habitat for Florida mottled ducks within and around BWWMA (Section 2). Because mottled ducks respond to conditions at the regional level, this species is a low priority for species-specific management on BWWMA.

Ongoing efforts to restore and maintain natural community structure should meet the needs of this species on BWWMA. Managers can enhance potential foraging habitat through management activities that provide a mosaic of open water and cover within shallow emergent wetlands. Patchy burns can promote nesting habitat by leaving patches of dense vegetation. Mottled ducks nest from February-March and land management activities should avoid known nests until the young have hatched. Observations of nests or newly hatched ducklings should be documented (Section 5.2.4). Because FWC monitors this species at the regional level, surveys specific to BWWMA are not recommended.

The goal is to provide habitat for mottled ducks that will allow individuals using BWWMA to continue to function as part of a regional population. The continued presence

of this species on the BWWMA is largely dependent on regional conditions, and hydrologic restoration with ongoing land management will improve foraging and nesting habitat for this species. The proximity of BWWMA to concentrated mottled duck populations increases the chances of this species' long-term persistence in this area.

3.2.11: Florida Sandhill Crane

Florida sandhill cranes are common on BWWMA, and adults with flightless young are seen frequently during the breeding season. Nesting is suspected, but staff has not documented any crane nests recently and does not actively search for crane nests. In 1988, 34 ponds on BWWMA were used by nesting Florida sandhill cranes. Research done at these ponds was included in a PhD. dissertation[1] as well as a follow-up report preparing for the introduction of whooping cranes (*Grus americana*) in Florida. A FNAI ground-survey on BRP did not document any nesting cranes in 2007 or 2008, but adults and juveniles were observed. However, a helicopter survey conducted by FNAI the same year found 1 nest.

The Florida sandhill crane is listed as Threatened by the FWC and triggers 4 of 6 prioritization parameters (priorities table), making it a moderate to high statewide priority. Sandhill cranes use shallow wetlands and adjacent upland habitats. Standing water is an important component of nesting habitat for Florida sandhill cranes. Nests consist of herbaceous plant material mounded in shallow water or marshy areas. Sandhill cranes prefer uplands that have a majority of the vegetative cover ≤20 inches in height, and they do not use uplands that become overgrown or shrubby. Habitat used includes a mosaic of emergent palustrine wetlands and open uplands such as pasture, prairie, and open pinelands.

Models indicate 58,591 acres of potential habitat within natural communities on Webb and 9,534 acres on the Yucca Pens Unit. An additional 54,106 acres are available on BRP and HCWEA. Sandhill crane home range size varies seasonally and regionally, with adult pairs requiring approximately 300-600 acres. Due to the area's long history of prescribed fire, much of the potential habitat on Webb currently has suitable vegetative conditions that are preferred by sandhill cranes. Potential habitat on the Yucca Pens Unit is less suitable, with more areas of dense vegetation and less prescribed fire management. Given the relatively large amount of potential habitat on BWWMA and the surrounding conservation lands, the opportunity to provide foraging and nesting habitat for sandhill cranes is high.

Prescribed fire and mechanical treatments that maintains upland communities in an open condition will provide suitable foraging habitat for cranes. Efforts should be made to protect known nests during land management activities (Section 4.3.10). Hydrologic restoration on BWWMA will improve hydroperiod and nesting suitability for sandhill cranes (see the Hydrology discussion in Section 2). Monitoring is not recommended at this time, however nesting birds and flightless young should be documented when opportunistically observed (Section 5.2.4). FWC is currently developing a management plan for the Florida

sandhill crane may include monitoring or management recommendations for areas such as BWWMA. Management strategies for this species should be altered at such time as recommendations become available.

The goal is to maintain the presence of breeding Florida sandhill cranes on BWWMA. Hydrologic restoration and allowing prescribed fires to burn into wetlands will create suitable habitat conditions that allow BWWMA to meet its goal for the sandhill crane. The large amount of potential habitat on BWWMA and surrounding conservation areas increases the potential for this species to persist regionally.

[1]Bishop, M. A. 1988. Factors affecting productivity and habitat use of Florida sandhill cranes (*Grus canadensis pratensis*): an evaluation of three areas in central Florida for a non-migratory population of whooping cranes (*Grus americana*). Dissertation, University of Florida, Gainesville, USA.

3.2.12: Limpkin

Limpkins are occasionally observed on BWWMA, with at least 1 documented nest near an employee residence. Limpkins are observed feeding in ditches and canals on and around BWWMA and a FNAI survey on BRP documented 2 individuals in 2008. Limpkins are highly mobile and influenced by regional conditions, such as water levels and the availability freshwater mollusks, however, they typically remain in an area as long as habitat is suitable. Limpkins typically inhabit freshwater marshes, swamps, springs, and spring runs.

Limpkins are a FWC species of special concern, although the current Species Action Plan recommends removing this species from the list. The limpkin triggers 1 of 6 prioritization parameters (priorities table). Models indicate 12,113 acres of potential habitat for this species on Webb and 1,167 acres on the Yucca Pens Unit. An additional 10,139 acres is available on BRP and HCWEA. Given the relatively large amount of potential habitat on BWWMA and the surrounding conservation lands, the opportunity to provide limpkin habitat is high. However, limpkins are not considered management-dependent and the potential for targeted actions on BWWMA is low. While limpkins live in wetland habitats that are not actively managed, the use of prescribed fire in flatwoods and marshes can prevent shrub encroachment and enhance foraging opportunities (Section 4.3.11). Ongoing actions to protect wetland habitat, maintain water quality, and restore hydrology in the Gator Slough watershed keeps habitat in suitable condition for limpkin on BWWMA. Because this species has significant dispersal capabilities and is affected by regional water levels, local monitoring is not recommended. Area staff should document the occurrence and location of opportunistic observations of limpkin nests and adults with young (Section 5.2.4).

The goal is to provide suitable habitat for limpkins that will allow individuals using BWWMA to function as part of a regional population. Current land management and ongoing water improvement projects are sufficient in providing habitat conditions suitable

for limpkin to use BWWMA. The large amount of potential habitat on BWWMA and surrounding conservation areas increases the potential for this species to persist regionally.

3.2.13: Northern Bobwhite

Northern bobwhites are frequently observed in flatwoods and dry prairies on BWWMA and are a highly-important game species for the area. The primary justification for purchasing the Webb tract with Pitman-Robertson Act funds was to support a harvestable population of northern bobwhite. Breeding has been documented on BWWMA, and area-specific research and monitoring are on-going at Webb. Northern bobwhites have experienced significant range-wide population declines since the 1980s and are currently a major focus of many initiatives including the Upland Ecosystem Restoration Project. Northern bobwhites are typically associated with open canopy forests and grassland communities dominated by warm-season grasses, legumes, and patchy bare ground. Bobwhites use areas with early-successional herbaceous cover for brooding and foraging; shrubs or other thickets are useful as roosting habitat or escape cover.

Northern bobwhites trigger 2 of 6 prioritization parameters (priorities table). Models indicate 48,479 acres of potential habitat for the bobwhite within current natural communities on Webb and 12,270 acres on the Yucca Pens Unit. An additional 56,843 acres of potential habitat are available on BRP and HCWEA. BWWMA contains enough habitat to support a population of northern bobwhites and the species is a high priority on the area. On Webb, most of the modeled potential habitat is currently suitable for use by northern bobwhite. The flatwoods on Webb are burned approximately every 2 years and have a relatively low basal area and shrub height. Due to the large amount of available habitat, there is good opportunity to influence this species through natural community management on BWWMA. Potential habitat is less suitable for northern bobwhite on the Yucca Pens Unit, however occupancy and breeding have been documented there.

Quail hunting has been and continues to be an important recreational activity on BWWMA and the northern bobwhite has been a focus of management since the 1940s. The northern bobwhite population has varied widely over time, as have harvest numbers and pressure from hunting. Since 1978, the population on BWWMA has declined and remains at a low level. In 1988, staff altered the BWWMA's northern bobwhite hunting regulations to reduce hunting pressure on the bobwhite population, and the length of the hunting season was reduced 3 times before 1996. While hunting on the Yucca Pens Unit is currently allowed for the length of the normal small game season, bobwhite hunting on Webb is now shorter than the statewide season, and hunting pressure is spread across 8 segregated zones. The population continues to decline despite the FWC's decision to reduce hunting pressure on Webb from 864 man-days to 432 man-days in 2009. Since this reduction, annual harvest for northern bobwhite is <1,000 birds. Staff and researchers have initiated several studies intended to determine the cause of the population decline.

From 2002-2009, the FWC lead research to evaluate factors affecting population density of northern bobwhite on BWWMA, including whether harvest or hunting pressure influences bobwhite demographics on Webb. The results of this project demonstrated 3 primary conclusions: 1) cover may be limiting, 2) harvest was the principal source of mortality, and 3) estimated survival and reproductive rates suggest an unstable population growth. These results provided the impetus for a second study that was initiated by FWC in 2010. The primary purpose of the new study is to evaluate burn unit size and determine how prescribed fire affects the suitability of bobwhite habitat. This study also monitors radio-tagged birds to assess habitat use across burn zones. For the purpose of the study, the 8 zones are managed as follows: 2 zones are burned using a strip method; 2 zones receive checkerboard burns; 2 zones are large tracts where half the zone is burned annually; and the 2 remaining zones are burned using the strip method but are not included in the new study. These methods represent a significant change from how prescribed fire was applied to the landscape on Webb prior to the project.

In 2012, the United States Geologic Survey (USGS) initiated an adaptive management study to identify the most important factors limiting northern bobwhite abundance (e.g. weather, food, excessive harvest). This study was completed in 2013, and a final report has been reviewed by the FWC. The report suggests that the best strategy for increasing population growth is to continue small-scale burns and lowered harvest rates. In general, prescribed fire (2-3 year return interval) is recommended to maintain groundcover at a suitable level for bobwhites. Prescribed fire should be applied in a mosaic fashion using varying ignition techniques and weather conditions to provide a variety of habitats for nesting, foraging, and escape cover. Species management activities for northern bobwhite include annual maintenance of approximately 425 acres of wildlife food plots (Section 5.1.1).

Staff conducted spring call counts on BWWMA from 1982-2002, but discontinued this effort because results were not providing adequate information to determine the effectiveness of management. Fall covey counts were initiated in 2008 on Webb and are ongoing (Section 5.2.1). The purpose of surveys is to estimate the fall population, determine appropriate harvest rates, and evaluate the effectiveness of management strategies. In 2012, the fall population was estimated at approximately 11,000 birds on Webb, although the current equation may overestimate population size. To address this, TTRS is exploring the use of a new audio technique that may give a more accurate population estimate. The benefit of this new technique is that one person can survey multiple points in one morning over a large area, reducing the time and personnel necessary to conduct surveys. Monitoring is not currently conducted on the Yucca Pens Unit, largely because of limitations with staff resources. Future monitoring requirements will be known once research is concluded.

The goal is to maintain a harvestable population of northern bobwhites on BWWMA. By continuing a 2-3 year burn interval, maintaining food plots, and monitoring coveys annually, management at BWWMA should fulfill its role for this species. As the results of the high-intensity burn treatment study become available, staff will identify actions that can

contribute to the growth of the northern bobwhite population on BWWMA. The large amount of potential habitat that is managed primarily for the benefit of the northern bobwhite should support a harvestable population on BWWMA, if measures to control annual harvest continue. Due to the ongoing efforts to manage and monitor bobwhite communities on BWWMA, no objectives are recommended at this time

3.2.14: Red-Cockaded Woodpecker

BWWMA supports 1 of only 4 red-cockaded woodpecker populations on public lands entirely within the hydric slash pine eco-region. The red-cockaded woodpecker population on BWWMA is part of the USFWS South/Central Florida Recovery Unit, which also includes the Avon Park Air Force Range, J.W. Corbett/Dupuis Wildlife Management Area and Three Lakes Wildlife Management Area. With the capacity to harbor ≥10 active clusters, Webb's red-cockaded woodpecker population is designated an essential support population in the USFWS's Recovery Plan. Red-cockaded woodpeckers also occur at BRP, primarily in the longleaf pine flatwoods on the northeast corner of the property.

The red-cockaded woodpecker requires open, mature pine woodlands that have a diversity of grass, forbs, and shrubs. This species is management responsive and can be an indicator of properly managed pine stands. It is often considered an umbrella species as many other species benefit from management designed for this species. Red-cockaded woodpeckers nest in cavities in mature live pines and have occupied artificial cavity inserts. Optimal foraging and nesting habitat for the species includes a reduced hardwood component and limited hardwood mid-story height.

Red-cockaded woodpeckers are federally Endangered and trigger 4 of 6 prioritization parameters (priorities table). The only prioritization parameters not triggered are the PVA parameters. However, the results of this PVA should be used with caution as several of the model's assumptions are not suited to this species, and the model had a higher starting population than the known population. This species is a moderate to high priority statewide. The federal recovery plan for this species calls for a delisting goal of 250 potential breeding groups (PBGs) in the South/Central Florida Recovery Unit, with at least 6 populations containing >40 PBGs. Populations with >40 PBGs are believed to have a higher chance of long-term persistence. The BWWMA population is important in maintaining the regional diversity of red-cockaded woodpeckers and is an essential support population in the range-wide recovery of the species. Therefore, management of red-cockaded woodpeckers on BWWMA is a high priority

Models indicate 35,883 acres of potential habitat within current natural communities on Webb and 11,846 acres on the Yucca Pens Unit. An additional 33,833 acres are available on BRP. The FWC red-cockaded woodpecker management plan calls for BWWMA to have 25 PBGs by the year 2020. BWWMA's most recent red-cockaded woodpecker management plan includes a population goal of 28 PBGs by 2008. The FWC has actively managed and

monitored BWWMA's red-cockaded woodpecker population since 1999. In 2002, the first year for which PBG data is available, there were 23 active clusters and 21 PBGs. In 2013, the annual cavity tree survey on Webb revealed 38 active clusters. Roost checks confirmed 28 PBGs, 10 solitary bird clusters, 16 recruitment clusters, and 2 inactive clusters, for 56 total clusters. All 28 PBGs (100%) attempted nesting. During the 2013 nesting season, staff documented 73 adult red-cockaded woodpeckers occupying 38 clusters, yielding an average group size of 1.92. The total number of red-cockaded woodpeckers observed in 2013 was 103 birds. Red-cockaded woodpeckers have not been found on the Yucca Pens Unit since 2010, although 2 inactive and 1 recruitment clusters exist in the northeast corner of the unit.

BWWMA participates in the Southern Range Translocation Cooperative and has been a recipient site for red-cockaded woodpecker translocations. BWWMA received 3 pairs each in 2005 and in 2008. However, BWWMA has since increased the number of PBGs to nearly 30 groups, and is no longer eligible to receive birds from the Cooperative.

The red-cockaded woodpecker population on Webb comprises 3 aggregations of occupied clusters. The geographic separation between aggregations appears to be increasing. In response to concerns over this trend and timber management issues, FWC staff created a Red-Cockaded Woodpecker Management Advisory Group (RCWMAG) in 2012. The objective of this group is to identify problems, actions, and deliverables as related to the successful management of Webb's red-cockaded woodpecker population and associated timber resources. The RCWMAG also works to build consensus among all staff involved in the sustainable management of area resources. This group identified the following problems associated with managing red-cockaded woodpeckers on Webb:

- BWWMA lacks suitable older pine trees for inserts (artificial cavities); there is an age gap in pine trees and they are not spaced appropriately.
- Older trees require protection from fire.
- BWWMA staff has many obligations with limited available time for management of red-cockaded woodpeckers.
- Red-cockaded woodpeckers are much more likely to be limited by cavity trees than by foraging habitat.
- Connectivity between groups is lacking and clusters are prone to isolation.

The historic lack of pine recruitment has been a serious problem to the pine communities on Webb. The area was clearcut in the 1930s and natural regeneration has not resulted in adequate stocking rates. The limited dispersal capabilities of pine trees have left large treeless areas and tree density is often low in areas where regeneration occurred. These factors have limited where red-cockaded woodpeckers can establish cavities and forage, as well as where managers can place recruitment clusters.

The RCWMAG's current course is to conduct timber assessments on Webb across the entire area and focused within red-cockaded woodpecker clusters. These assessments will be used to design management actions aimed at improving long-term sustainability of area resources (cavity tree production, foraging habitat, barrier reduction). Actions initiated by the RCWMAG include thinning small (<8") pines on approximately 500 acres outside of

current clusters on both Webb and the Yucca Pens Unit, planting 3-4 small pine plantations, and increasing summer burns within clusters to improve natural pine recruitment.

Prescribed fire combined with intensive mechanical vegetation removal (palmetto chopping) since 1982 has significantly reduced mid-story height within red-cockaded woodpecker habitat on Webb. Management units containing red-cockaded woodpecker clusters are maintained on as close to a 2-year burn interval as conditions allow. The burn rotation for flatwoods associated with all active (and most inactive) clusters on Webb is currently up-to-date. Habitat conditions at the Yucca Pens Unit are less suitable for use by red-cockaded woodpeckers, but continued restoration and maintenance will improve these conditions within a timeframe that is beyond the scope of this Strategy.

BWWMA's current Red-Cockaded Woodpecker Management Plan (2003-2008) lists 3 short- and 2 long-term goals. Short-term management goals focus on:

1. Maintaining occupied clusters,
2. Improving the connectivity among and between cluster aggregations, and
3. Determining historic pine stocking levels as well as quantitatively assessing the size-class distribution of the forest.

Long-term management goals focus on improving pine recruitment, and expanding the spatial extent of the red-cockaded woodpecker population. This plan also recommends that the current population monitoring protocols be continued. This plan should be updated by the RCWMAG with reviews by other appropriate experts.

Dry prairie is not typically a habitat used by red-cockaded woodpeckers due to the lack of mature pines. However, portions of prairie on Webb contain scattered pine trees as a result of past plantings or regeneration from adjacent flatwoods. Some of the habitat previously mapped as prairie by FNAI could once have been considered flatwoods, and will be re-evaluated in 2014 as part of an area-wide re-mapping of natural communities. Areas that will be re-mapped as historic flatwoods can help improve connectivity between red-cockaded woodpecker clusters if restored to a condition suitable for woodpecker habitat.

To maintain and enhance connectivity between red-cockaded woodpecker clusters on BWWMA, sections of Webb should be incorporated into an SMA (Section 4.1.1). Smaller blocks of treeless areas may receive pine plantings to improve connectivity between clusters, while large blocks of dry prairie will remain treeless and continue to be managed as prairie (open with frequent burns). Because the FNAI assessment could change the current natural communities map for BWWMA, the areas designated as part of an SMA will be identified only after re-mapping is complete.

Species management (Section 5.1.2) includes translocation of sub-adult birds and the use of artificial cavities (i.e., inserts, drilled cavity starts, complete drilled cavities) to create recruitment clusters and to enhance existing clusters that do not have enough suitable cavities. Recruitment clusters have been installed along State Road 31 in an attempt to connect BWWMA with the red-cockaded woodpecker population on BRP. Monitoring includes cluster and cavity status checks; nest checks and chick banding; fledge checks; and monitoring of banded birds (Section 5.2.2).

The goal is to provide suitable habitat on BWWMA to support a stable or growing population of red-cockaded woodpeckers that interacts with the larger regional metapopulation. By addressing the pine recruitment and distribution, continuing to apply prescribed fire, maintaining suitable habitat conditions, and continuing appropriate species management, BWWMA will fulfill its role for this species. The measurable objective is to:

1) By the end of 2015, update the BWWMA Red-Cockaded Woodpecker Management Plan.

3.2.15: Southeastern American Kestrel

Southeastern American kestrels are occasionally observed on BWWMA. A 2007-08 FNAI survey on BRP did not document southeastern American kestrels. Southeastern American kestrels utilize upland habitats including sandhills, longleaf savannas, pastures, sand pine scrub, and prairies. As a secondary-cavity nester, southeastern American kestrels use previously excavated cavities in large snags as well as artificial cavities in suitable habitat. Kestrels require adequate perch sites within foraging areas for hunting, and low ground cover (<1 ft) and an open canopy (<20% cover) are ideal for this species. Average kestrel breeding territory size is 125 acres, though more area may be necessary if the habitat quality is marginal.

Southeastern American kestrels are listed by the FWC as Threatened and the species trigger 4 of 6 prioritization parameters (priorities table). Models indicate 45,280 acres of potential habitat within natural communities on Webb and 9,340 acres on the Yucca Pens Unit. An additional 48,290 acres are available on BRP and HCWEA. On BWWMA, the majority natural community types within potential habitat are mesic flatwoods and basin marsh. These natural communities are not a primary habitat type used by southeastern American kestrels unless within a mosaic of sandhills. Since there are no sandhill communities present on BWWMA, the models overestimate potential habitat.

In 2007, BWWMA was assessed for suitability of kestrel nest boxes. Consultation with species experts indicated that BWWMA is at the southern extent of the southeastern American kestrel range and nest boxes currently would have a low probability of being occupied. While BWWMA is not part of a core southeastern American kestrel area in Florida, kestrels have been known to breed in Charlotte and Lee Counties, and BWWMA offers a significant amount of appropriate habitat for this species. Therefore, southeastern American kestrels are a moderate to low priority for species management on BWWMA.

Land management actions for this species include prescribed burning that maintains mature open stands of native pine habitat, and mechanical actions that aid in restoring natural community structure. Additional land management considerations can be found in Section 4.3.14. Monitoring for southeastern American kestrels on BWWMA should be opportunistic (Section 5.2.4).

The goal is to provide habitat for southeastern American kestrels that will allow individuals using BWWMA to function as part of a regional population. Factors affecting the regional population will influence the kestrel's long-term use of BWWMA, though staff can maintain potential habitat in a suitable condition by retaining mature snags and applying frequent prescribed fire. Even in the absence of primary habitat types like sandhill, BWWMA can fulfill its role for this species and help support the regional population.

3.2.16: Southern Bald Eagle

Southern bald eagles are occasionally observed on BWWMA, and at least 4 nests occur on the area. Three nests were last surveyed in 2010, with 2 active at that time and 1 last active in 2008. Staff has located 1 additional nest on the area since 2010. Twenty-two nests occur within 3 miles of the property boundary; many of these nests were active in 2010.

The bald eagle does not trigger any of the prioritization parameters, but is protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The FWC approved a Bald Eagle Management Plan in 2008 to ensure the continued recovery of this species. This plan designated 16 Core Nesting Areas, which are defined as areas containing high densities of bald eagle nesting territories. Regionally, BWWMA and the greater complex of surrounding conservation lands are located within the coastal Charlotte County and near the Placida Peninsula Core Nesting Area.

Models indicate 55,145 acres of potential habitat within natural communities on Webb and 11,211 acres on the Yucca Pens Unit. An additional 50,268 acres are available on BRP and HCWEA. While there is a large amount of potential habitat on BWWMA and surrounding conservation lands, bald eagles are not considered management-dependent and the opportunity for species management on BWWMA is low. However, the opportunity to support the regional population is high, and ongoing efforts to maintain mature stands of trees will benefit this species, provided nest protection guidelines are followed. Any activities around nest sites will be conducted according to the guidelines listed in the management plan (Section 4.3.15). New nesting sites will be documented and reported to FWC's Bald Eagle Management Plan Coordinator (Section 5.2.4 and Section 6.1.1). Monitoring of this wide-ranging species is more appropriate at a statewide or regional level, therefore no additional monitoring is recommended for bald eagles on BWWMA.

The goal is to provide suitable habitat for the southern bald eagle that will allow individuals using BWWMA to function as part of a regional population. Staff will continue management that favors mature native pines and protects water quality, and by doing so will ensure BWWMA fulfills its role in the conservation of the bald eagle. The amount of potential habitat on BWWMA and adjacent conservation areas increases the likelihood that bald eagles will continue to persist on BWWMA.

3.2.17: Wading Birds

All 8 focal species of wading birds [great egret (*Ardea alba*), snowy egret (*Egretta thula*), little blue heron (*E. caerulea*), tricolored heron (*E. tricolor*), reddish egret (*E. rufescens*), white ibis (*Eudocimus albus*), wood stork (*Mycteria americana)*, and roseate spoonbill (*Platalea ajaja*)] have been documented on BWWMA. Staff is not aware of any current wading bird nesting colonies on BWWMA, though colonies have occurred on the area in the past. A 2007-08 FNAI survey on BRP documented 2 mixed-species nesting colonies, as well as several mixed-species night roosts. Regionally, BWWMA falls within the core foraging area for 3 wood stork colonies (based on 2010 data). Despite their ability to travel long distances in search of food, regional water levels influence nest site location by wood storks and other wading birds.

Statewide, this group of species is a moderate priority. Several species are FWC-listed species of special concern and the USFWS lists the wood stork as federally Endangered. The current Species Action Plan for this group recommends listing the little blue heron, the tricolored heron, and the reddish egret as Threatened, while removing the white ibis and snowy egret from the species of special concern list. The Millsap biological scores for the reddish egret, little blue heron, and wood stork are high. According to Florida's State Wildlife Action Plan, the snowy egret, little blue heron, and roseate spoonbill have declining population trends while the tricolored heron and white ibis have unknown trends (priorities table).

Models indicate 24,427 acres of potential habitat within natural communities on Webb and 5,894 acres on the Yucca Pens Unit. An additional 23,164 acres are available on BRP and HCWEA. Given the relatively large amount of potential habitat on BWWMA and the surrounding conservation lands, the opportunity to provide wading bird foraging and roosting habitat is high. Large wading bird nesting colonies are uncommon on the area, possibly because of the lack of suitable nesting habitat, but it is likely that smaller colonies occur. Nest colony searches are recommended if funding becomes available.

Wading birds are highly influenced by regional water levels. Drought or excessive rainfall can hinder their ability to find adequate food resources and cause nest colony abandonment. BWWMA has had extensive hydrologic assessments and restoration projects since the 1980s. For more information on current hydrologic restoration activities on BWWMA, see the Hydrology discussion in Section 2.

Wading birds benefit from a variety of foraging opportunities within their range. While not dependent on actively-managed natural communities, wading birds benefit from the application of prescribed fire in wetland habitats, efforts to control invasive exotic plants, and the positive influence on water quality provided by conservation lands. Where possible, allow fire to burn across marshes and wetlands to decrease shrub encroachment. If nesting colonies are found on the area, managers will provide appropriate protection during land management activities (Section 4.3.16) and document their locations (Section 5.2.4).

The goal for BWWMA is to provide suitable habitat for wading birds that will allow individuals using the area to function as part of the regional population. Ongoing hydrologic restoration and the large amount of potential habitat within the region increases the potential that wading birds will continue to occupy BWWMA. By maintaining suitable foraging and roosting habitat for wading birds, staff will fulfill BWWMA's role for this species group.

3.2.18: Florida Black Bear

Florida black bears are rare on BWWMA, and the area is approximately 6 miles from the nearest black bear secondary range. In 2012, a single bear was seen on the south end of Webb Lake Road and on the Yucca Pens Unit. Nuisance bear issues are rare in the immediate vicinity of BWWMA, but in recent years, FWC has received numerous nuisance bear calls in Fort Myers, Sanibel, and rural residences to the south of BWWMA.

The Florida black bear is a wide-ranging species capable of significant dispersal, typically by males. Because females tend to establish a home range near where they were born, this species is slow to colonize new breeding territory and tends to grow out from existing populations. Home range sizes vary according to resource availability and the level of habitat fragmentation on the landscape. A mosaic of flatwoods, swamps, scrub oak ridges, bayheads, and hammocks provides adequate den sites, diverse food sources, and cover for traveling bears.

This species triggers 2 of 6 prioritization parameters (priorities table). In June 2012, the FWC approved a Black Bear Management Plan and removed the species from the Threatened list. The management plan is intended to guide continued recovery of this species. The management plan divides the state into geographic areas referred to as Bear Management Units (BMUs). BWWMA is on the boundary of the South BMU and the South Central BMU. The South BMU contains the Big Cypress bear subpopulation and the South Central BMU contains the Glades/Highlands bear subpopulation. Within these BMUs, BWWMA lies just north of the secondary range for the Big Cypress subpopulation and west-southwest of the Glades Highlands subpopulation. BWWMA and surrounding conservation lands provide a travel corridor for bears moving between these subpopulations.

Models indicate 40,253 acres of potential habitat for Florida black bears on Webb and 12,666 acres on the Yucca Pens Unit. An additional 55,714 acres are available on BRP and HCWEA. Most of the potential habitat on BWWMA is mesic or wet flatwoods. Land management on Webb is primarily intended to improve suitability for the red-cockaded woodpecker and northern bobwhite, which is conducive to adequate conditions for bear dens. Habitat condition on the Yucca Pens Unit, however, is more suitable for bears, though restoration could reduce suitability of potential bear den sites on the area. BWWMA has been identified as a potential key linkage between the bear subpopulations in the South BMU and the South Central BMU and has a role in providing a travel corridor. Even though BWWMA is managed for species that require open habitat, there will continue to be

overgrown areas and riparian corridors that allow BWWMA to provide forage and travel habitat for bears. As such, there is a moderate opportunity to support the regional bear populations on BWWMA.

Land management activities that promote a mosaic of vegetative structure across the landscape will provide forage and cover for bears; however, land management activities such as frequent prescribed fire can decrease denning habitat or cause direct mortality to denning bears. The potential establishment of a Florida panther SMA will also benefit Florida black bears (Section 3.2.20). See Section 4.3.17 for more information on land management.

Monitoring of the Florida black bear population is best done at the landscape level. Incidental observations of female bears with cubs as well as bears outside the known range should be documented and reported (Section 5.2.4).

The goal is to maintain a travel corridor for bears moving between the South BMU and the South Central BMU and to allow individuals using BWWMA to persist in the regional population. The amount of potential habitat on BWWMA and adjacent conservation areas increases the likelihood that bears will persist in the region.

3.2.19: Florida Bonneted Bat

BWWMA contains the only known roosts of Florida bonneted bats on public lands. In 2006, the FBC documented Florida bonneted bats around BWWMA and BRP while conducting acoustic surveys. The surveys were part of a USFWS-funded study to delineate the Florida bonneted bat's range. FWC followed up with additional surveys in 2008, documenting Florida bonneted bats in 3 locations on BWWMA.

Bonneted bats have been documented acoustically at several sites across south Florida, including natural, urban, and rural settings. Due to the small number of observations, there is not enough information to determine habitat preferences or make management recommendations. The Florida bonneted bat is not a WHCNiFL focal species and potential habitat models are not available for this species. The FWC has developed a Species Action Plan for the Florida bonneted bat, with the recommendation that it be maintained as a Threatened species in Florida. The Plan also recommends research into life history traits (such as habitat use and reproduction) and management techniques for the Florida bonneted bat. In 2012, the USFWS released a proposed listing rule for the Florida bonneted bat to add it to the list of species protected by the Endangered Species Act. The USFWS formally listed Florida bonneted bat as Endangered in the October 2, 2013 Federal Register.

Species management activities on BWWMA consist of maintaining a suite of bat houses for use by Florida bonneted bats and other bat species. In 2007, FWC installed 15 bat houses on BWWMA consisting of 1-2 bat houses mounted on a utility pole; creating 8 total roosts for bonneted bats. To date, Florida bonneted bats have been documented using 5 of the roosts. In 2012, staff installed 5 additional houses near existing roosts to provide more

roosting habitat for Florida bonneted bats. While there may be more opportunities to install additional Florida bonneted bat houses, it is not known what influence artificial roosts have on the population or on habitat use by the species. Staff will continue to maintain the current suite of bat houses on BWWMA (Section 5.1.3).

Florida bonneted bats on BWWMA are monitored by counting bats emerging from bat houses in the evening (emergence counts). In 2012, FWC purchased an infrared camera system and started conducting simultaneous emergence counts (attempting to count at each occupied house on the same night) to estimate the total number of individuals using bat houses. A count in March 2014 found 64 bats in 3 roosts. FWC plans to conduct at least 4 simultaneous counts annually on BWWMA, one per season (Section 5.2.3).

In 2012, FWC developed a Bat House Occupancy Assessment protocol and began using it on WEA/WMAs across the state. The purpose of this protocol is to estimate the number of bats using houses and to track changes in bat house occupancy between seasons. This protocol should be implemented on BWWMA (Section 5.2.3) in conjunction with simultaneous emergence counts. According to the protocol, bat houses should be checked before and after land management activity. If juveniles are observed in bonneted bat houses prior to land management, it may be necessary to delay activity until the young reach maturity. In 2012, a State Wildlife Grant (SWG) was awarded to University of Florida researchers to develop a survey protocol for the Florida bonneted bat and identify habitats important for roosting and foraging. A portion of this research will be conducted on BWWMA and the resulting recommendations should be incorporated into ongoing management.

Any dead bats found on BWWMA should be collected and sent for necropsy to determine cause of death. Understanding causes of mortality is important in the event of a disease event, and collecting bat carcasses assists in statewide bat mortality research. If dead bats are found, staff will place the carcasses on ice and enter the data on the dead bats into FWC's Bat Mortality Database (http://myfwc.com/wildlifehabitats/health-disease/white-nose-syndrome/bat-mortality/). Staff will coordinate with the database manager to determine if a carcass should be immediately sent for necropsy or if it can be frozen and sent at a later date (Section 6.1.4).

FWC supports Florida bonneted bats on BWWMA and is involved in conservation and research efforts across the range of the species. In 2012, a Florida Bonneted Bat Working Group was formed to address the conservation needs of this species. Members include the FWC, USFWS, National Park Service, ZooMiami, FBC, and other private individuals. FWC involvement with this group includes BWWMA staff, the Regional Conservation Biologist, the Mammal Taxa Coordinator, and FWRI (Section 6.9).

Because BWWMA is the only public land with known Florida bonneted bat roosts, people wishing to record echolocation calls or gather other passive data on occupied bat houses frequently seek access to BWWMA. In the past, FWC granted this type of access to BWWMA via Special Use Permits, which allowed for access to closed areas and provided

conditions, where applicable, for conducting activities. However, due to the rarity of this species and recent federal listing, the demand for access will continue to increase, as will the risk of disturbing the bats. To meet staff's desire for a more efficient process for handling requests, and to minimize the risk of disturbance, a scientific collection permit will now be required to collect Florida bonneted bat data on BWWMA, unless such work is done in conjunction with ongoing FWC activities and/or staff. FWC's Mammal Taxa Coordinator, Species Conservation Planning Biologists, internal species experts, and regional and local staff will review applications for these permits (Section 6.1.1).

In 2012, the USFWS contracted with EcoDogs, an organization that trains dogs to detect wildlife by scent. The purpose was to determine if a dog could detect a natural Florida bonneted bat roost. Guano collected from occupied bat houses by BWWMA staff was provided for use in training the dogs. In January and February 2013, EcoDogs and the USFWS began searching for natural roosts, both on BWWMA and elsewhere throughout south Florida. The dogs identified 2 snags and other natural cavities on BWWMA that may have been used by Florida bonneted bats. FWC will follow up on the results of those searches on BWWMA as they become available.

Land management considerations for the Florida bonneted bat are not very well known and will be better understood with further research. Staff at BWWMA has placed bat houses in areas with little need for vegetation management (around ponds and wet areas), minimizing the risk of disturbance around the roost. Further land management considerations can be found in Section 4.3.18.

The area goal is to continue to support Florida bonneted bats on BWWMA. By maintaining artificial roosts and retaining large snags during timber activities, management at BWWMA has the potential to support use by Florida bonneted bats. However, habitat preferences for this species are not well understood. The results from ongoing USFWS and SWG research should provide insight into actions that can benefit the Florida bonneted bat. Once these studies are complete, BWWMA staff should incorporate the resulting management and monitoring recommendations into ongoing activities that include bat houses, simultaneous emergence counts, and the Bat House Occupancy Assessment. These actions will allow BWWMA to continue providing habitat for Florida bonneted bats and help support the state-wide population. The measurable objectives are:

1) Implement the FWC Bat House Occupancy Assessment protocol in 2014.
2) Following existing protocol, conduct at least 4 simultaneous emergence counts per year on roosts occupied by Florida bonneted bats.
3) By the end of 2018, incorporate the applicable results of the USFWS and SWG research into ongoing actions on BWWMA.
4) Continue to be involved in the Florida Bonneted Bat Working Group.

3.2.20: Florida Panther

Florida panthers are rare on BWWMA, as the area falls to the north of the primary, secondary, and dispersal zones for this species. BRP is within a priority expansion area for panthers, and telemetry studies have found panthers on both BRP and BWWMA, though more commonly on BRP. Florida panthers use a variety of habitats that generally consist of forested uplands and wetlands, interspersed with open habitats such as marshes, wet and dry prairies, old fields, pastures, and agricultural land. Several studies found a proportionally higher use of forested habitat types by Florida panthers, although non-forested habitats are important for hunting prey species and serve as travel corridors between resting sites.

This species triggers 4 of the 6 statewide prioritization parameters (priorities table) and the USFWS lists the Florida panther as federally Endangered. This species is a high statewide priority. The USFWS Panther Recovery Plan identifies a recovery objective that a breeding population is established north of the Caloosahatchee River. An assessment from the Babcock Ranch Regional Connectivity Study determined that the network of conservation lands that includes BWWMA is the most appropriate to expanding the breeding population north of Caloosahatchee River. The study also determined that BWWMA and BRP lie along a potential corridor for panthers moving between the Big Cypress National Park to the south and the Myakka conservation complex to the northwest. BWWMA has a high potential to provide suitable habitat for dispersing panthers and will contribute to the recovery goal for this federally-listed species.

Models indicate 28,943 acres of potential habitat for the Florida panther within current natural communities on Webb and 8,165 acres on the Yucca Pens Unit. An additional 32,780 acres are available on BRP and HCWEA. The USFWS Panther Recovery Plan indicates that a minimum of 4,800–12,000 square miles (3,072,000–7,680,000 acres) is necessary to sustain a population of Florida panther. While BWWMA cannot sustain a population of panthers in isolation, the area currently provides habitat for panthers moving across the landscape and has potential to support the regional panther population if it expands north of the Caloosahatchee River.

Habitat condition on the Yucca Pens Unit is more suitable for panthers than on Webb, although the Yucca Pens Unit is partially isolated by I-75 and surrounding development. Ultimately, restoration on the Yucca Pens Unit could reduce levels of cover in potential resting and denning sites, and decrease the suitability of panther habitat. In 2010, FWC staff discussed the habitat needs of panthers on BWWMA and concluded that low levels of dense, overhead cover are a primary concern. Limited overhead cover may affect the panthers' ability to cache prey, and reduce areas used for denning. An analysis of maternity den sites to the south of BWWMA identified that vegetation cover within preferred resting areas tended to be dome-shaped and contained a higher proportion of palmetto and gallberry (*Ilex sp.*) than outside of den sites.

Land management for this species should focus on creating a mosaic of habitats that

include patches of dense vegetation for resting and denning, interspersed with open areas for stalking prey. Vertical vegetation structure in forested areas is critical to this species and management actions should enhance and or retain pockets of dense midstory and overstory vegetation. Land management on Webb is primarily intended to improve suitability for management-dependent species such as the red-cockaded woodpecker and northern bobwhite. This management regime promotes a relatively open landscape, but patches of denser cover remain and can provide suitable habitat for panthers. A SMA may be necessary to identify specific areas where suitable cover should be maintained, but the extent and juxtaposition of cover and denning habitat on BWWMA is currently unknown. An assessment into the condition of available habitat on BWWMA would determine if there is a need for directed management actions (Section 4.1).

Local and regional staff will work with FWC panther biologists to assess the extent and condition of panther habitat on BWWMA. The main purpose of the assessment is to determine if there is suitable resting, caching, and potential den sites for panthers on Webb. Staff will use aerial maps and local knowledge to identify sites that appear suitable for these uses. Staff with then ground truth these sites and compare cover data on-site to cover data from known maternity sites in other areas of the state. Staff will then look at the juxtaposition of available cover on Webb to determine habitat suitability at the landscape level. If staff determine that there is not suitable cover to support panthers on BWWMA, staff will establish an SMA to document areas where management can improve cover for denning and caching prey. The purpose of the SMA will be to ensure creation or retention of suitable panther cover at appropriate locations that will allow BWWMA to fulfill its role in the conservation of this species. See Section 4.3.18 for more information on land management.

As FWC's panther management team closely monitors populations throughout the state, no additional systematic monitoring is necessary. Section 5.2.4 describes the opportunistic monitoring recommended for this species. The goal is to provide suitable habitat for Florida panthers, allowing individuals using BWWMA to persist as a part of the regional population. Until breeding females are documented north of the Caloosahatchee River, management on BWWMA will continue to be focused on supporting dispersing males. The measurable objective is to:

1) By the end of 2015, determine the method for evaluating the amount of cover available for panthers on BWWMA and assess the suitability of available habitat for panther denning. If necessary, establish an SMA to manage panther habitat.

3.2.21: Sherman's Fox Squirrel

Sherman's fox squirrels are present on BWWMA, with occurrences more common on Webb than the Yucca Pens Unit. A 2007-08 FNAI survey on BRP found that fox squirrels were commonly using mesic flatwoods, as well as improved or semi-improved pastures.

BWWMA is near the southwestern extent of the Sherman's fox squirrel range, and contains stands of natural slash pine, rather than longleaf.

The Sherman's fox squirrel is an FWC-listed species of special concern (according to the Species Action Plan) and triggers 4 of 6 prioritization parameters (priorities table). Suitable habitat for Sherman's fox squirrel includes mature longleaf pine sandhills or flatwoods with a mixture of mature pines and oaks, as well as a sparse to moderate shrub layer. Fox squirrels often use large oaks for nest sites and for daytime refugia. Acorns provide a major part of the species' diet and seed-bearing cones of mature longleaf pines are an important energy-rich food source, particularly during summer. A mosaic of habitat conditions across the landscape ensures a year-round supply of forage that varies seasonally.

Models indicate 38,640 acres of potential habitat within natural communities on Webb and 12,261 acres on the Yucca Pens Unit. An additional 54,575 acres are available on BRP and HCWEA. Habitat on Webb is currently suitable for fox squirrel use. Habitat on the Yucca Pens Unit may be less suitable, though conditions will improve with planned restoration and maintenance. The fox squirrel is a wide-ranging species and the literature suggests 2,000-9,000 acres of suitable habitat are required to support a population. Given the large amount of potential habitat and frequency of observations on Webb, the area may support a viable population and likely plays a significant role in supporting the regional fox squirrel population. The Yucca Pens Unit can contribute to the regional population, but not at the same level as Webb.

Management actions that maintain or enhance habitat for fox squirrels include prescribed fire, mechanical actions that aid in restoring natural community structure, and timber management that results in open, mature pine forests with an oak component. Fox squirrels are occasionally taken during small game hunts on BWWMA, though not in numbers that could be considered significant. Staff should post signage at the check station educating hunters on the difference between fox and gray squirrels to reduce accidental take. Because this species naturally occurs at low densities and can be difficult to detect, no specific monitoring aside from opportunistic observation is recommended. Staff should also document the presence of young or nests on Webb and any sighting on the Yucca Pens Unit (Section 5.2.4). If dead fox squirrels are found on BWWMA, they should be documented and reported to the University of Florida to be used in a fox squirrel research project.

The goal is to support a population of Sherman's fox squirrels on BWWMA. Staff can increase and maintain suitable habitat for Sherman's fox squirrel by continuing a regular prescribed fire rotation and maintaining occasional oaks to provide nesting cavities and acorns. By maintaining suitable habitat conditions, BWWMA can support a population of Sherman fox squirrels and fulfill its role for the species within the region.

3.2.22: Limited Opportunity Species

Two focal species, the Florida grasshopper sparrow and the Florida scrub-jay were modeled (using statewide data) to have potential habitat on BWWMA but lack reasonable opportunity for management on the area. Opportunistic observations of these species should be documented (Section 5.2.4). If the Florida grasshopper sparrow or the Florida scrub-jay are documented with increasing regularity, BWWMA's role in their conservation and recovery should be re-visited. As limited opportunity species, there is no need for SMAs, specific monitoring, goals, or measurable objectives.

Florida Grasshopper Sparrow – Despite containing adequate levels of suitable habitat, BWWMA is outside the known range of this species, and has no recorded occurrences of Florida grasshopper sparrows. Populations are known to only exist in Polk, Osceola, Okeechobee, and Highlands counties. FNAI surveys in 2007-08 at BRP did not detect Florida grasshopper sparrows. There are confirmed sightings at Okaloacoochee Slough WMA and Dinner Island Ranch WMA since 2008, approximately 40 miles southeast of BWWMA. However, this is the species experiencing significant declines in the few locations in which it is known to occur. The absence of nearby source populations is the factor limiting Florida grasshopper sparrow occurrences on BWWMA, therefore there is limited opportunity for management.

The Florida grasshopper sparrow is federally listed as Endangered, and this species triggers all 6 of the statewide prioritization parameters (priorities table). Models indicate 9,314 acres of potential grasshopper sparrow habitat within natural communities on Webb and no potential habitat on the Yucca Pens Unit. An additional 2,097 acres of potential habitat are available on BRP. Habitat for the grasshopper sparrow contains large treeless grasslands maintained with frequent fire. Although the primary habitat for this species is dry prairie, the Florida grasshopper sparrow utilizes pasture habitat only when in close proximity to suitable dry prairie habitat. The literature suggests 593-3,330 acres are necessary to support at least 50 pairs, and provide some level of persistence. However, some literature suggest >4,000 acres are necessary to support a viable population. There is enough potential habitat to support a population of Florida grasshopper sparrows on BWWMA should they become established. If the species is documented on the area during bobwhite covey counts or Breeding Bird Surveys, this assessment should be revised.

Florida Scrub-Jay - Florida scrub-jays are rare on BWWMA. The last record was in 2009 on the northwest part of Webb. The observation was incidental, and the birds did not remain on the area. Optimal habitat for Florida scrub-jays is oak-dominated scrub and scrubby flatwoods with the shrub layer 4 and 5.5 feet tall and 10-50% open ground. Area-specific potential habitat models indicate no potential scrub-jay habitat on BWWMA;

however, 167 acres are available on BRP and 111 acres on HCWEA. Given that no scrub-jay habitat exists on BWWMA, the area has a limited role in the conservation of this species. Occasional use may occur, which is likely from birds moving between off-site areas with scrub or scrubby flatwoods.

The scrub-jay is listed as Threatened at the federal level, and triggers all 6 prioritization parameters (priorities table). Found in both coastal and ancient scrub-type habitats in peninsular Florida, scrub-jays rely heavily on fire to maintain optimal foraging and breeding conditions in scrub. Ongoing management will maintain vegetation structure suitable for short-term use and dispersal habitat.

3.3: Other Listed and Locally Important Species

While natural community management focused on a set of focal species provides benefits to a host of species reliant upon these natural communities, species that are imperiled sometimes require specific attention. Further, subsection 253.034(5) of the Florida Statutes (F.S.) requires all land management plans to include an analysis of the property to determine if significant natural resources, including listed species, occur on the property. If significant natural resources occur, the plan shall contain management strategies to protect the resources. The Florida Forever Act (s. 259.105, F.S.) adds that all State lands that have imperiled species habitat shall include restoration, enhancement, management, and repopulation of such habitats as a consideration in the management plan. In this subsection, we discuss listed or locally important species that are not PLCP focal species.

It is possible other imperiled species occur on BWWMA, and if encountered, staff will document these encounters. Florida's imperiled species are adapted to natural communities and should continue to benefit from FWC's ongoing or planned ecological management that aims to restore natural community structure and function. Under FWC's ecological management, these species have a higher probability of persistence than in the absence of this management.

3.3.1: Other Focal or Imperiled Wildlife

In addition to the listed species discussed in Section 3.2, the American alligator (*Alligator mississippiensis*) and eastern indigo snake (*Drymarchon couperi*) are the only other listed species known to occur on BWWMA. The short-tailed hawk (*Buteo brachyurus*) is a focal species that was not modeled to have potential habitat on BWWMA, but has been documented on the area.

American Alligator - The alligator is federally listed due to similarity of appearance with the American crocodile (*Crocodylus acutus*), which is federally listed as threatened.

Ongoing management to maintain healthy wetland habitats should ensure the continued existence of the alligator on BWWMA.

Eastern Indigo Snake – The eastern indigo snake is federally listed and known to occur in the landscape surrounding BWWMA. Eastern indigo snakes have large home ranges and are vulnerable to habitat fragmentation, which likely impedes movement of this species between geographically separated areas. Habitat fragmentation can cause the loss of travel corridors between areas of suitable habitat within a home range, and can increase mortality of indigo snakes in areas with more roads. Management actions that maintain or enhance habitat for this species include prescribed fire and mechanical treatments that aid in restoring natural community structure and function. Stumps and other coarse woody debris should be retained during land management activities (Section 4.3.2). If contractors are used to accomplish land management objectives, they should be educated in what to do if they encounter an eastern indigo snake. Opportunistic monitoring is recommended (Section 5.2.4). Planned and ongoing management appear compatible with the needs of the indigo snake. The regular application of prescribed fire in conjunction with management favoring mature native pine stands should help ensure the long-term protection of this species on BWWMA.

Short-Tailed Hawk – The short-tailed hawk is a focal species that has been documented on BRP and is known to nest near HCWEA. Habitat models did not accurately detect the potential for this species on BWWMA. While this species in not considered management dependent, ongoing management to maintain open flatwoods and ecotones should provide foraging habitat for this species on BWWMA. Opportunistic monitoring is recommended (Section 5.2.4). The regular application of prescribed fire and actions to reduce invasive exotic plants, in conjunction with management favoring mature native pine stands, should help ensure the long-term protection of this species on BWWMA.

3.3.2: Rare Plants

While there has been no formal rare plant inventory on BWWMA, there are at least 8 imperiled plant species known to occur on BWWMA. The beautiful pawpaw (white squirrel-banana; *Deeringothamnus pulchellus*) is a federally Endangered species. The Florida Department of Agriculture and Consumer Services lists the giant airplant (giant wild pine: *Tillandsia utriculata*) and the many-flowered grass-pink (*Calopogon multiflorus*) as Endangered, and the Catesby's lily (pine lily; *Lilium catesbaei*), long-lip ladiestresses (*Spiranthes longilabris*), blue-flowered butterwort (*Pinguicula caerulea*), and yellow-flowered butterwort (*P. lutea*) as threatened. While not state-listed, the very rare, endemic smallcup spiderlily (*Hymenocallis punta-gordensis*) occurs on BWWMA and should be monitored appropriately. All 8 species of rare plants have been documented on Webb; long-

lip ladiestresses is the only rare plant documented to occur on the Yucca Pens Unit. The protections afforded plants by existing on conservation lands, in conjunction with exotic plant removal and prescribed fire, will continue to maintain habitat for these and other rare plants. As such, these species should persist on BWWMA.

While planned management is compatible with the needs of most imperiled plant species, contracting for a rare plant inventory is recommended if additional funding becomes available. The measurable objective is to:

1) Within the life of this Strategy, seek funding to contract for the completion of a rare plant inventory on BWWMA.

Beautiful Pawpaw – The beautiful pawpaw has been documented at several locations on BWWMA. This species, which occurs in flatwoods and wet and dry prairie, requires frequent prescribed fire. The USFWS completed a 5-year review for this species in 2009, and the species recovery plan is included in the South Florida Multi-Species recovery plan.

Giant Airplant – The giant airplant is also found on BRP and prefers bright, exposed areas in swamps, hammocks, mesic flatwoods, and along the periphery of basin marshes. It also occurs in improved pastures. The Mexican bromeliad weevil is a threat to this species. The Southwest Florida Cooperative Invasive Species Management Area is considering releasing weevil predators to reduce this threat.

Many-flowered Grasspink – The many-flowered grasspink is an orchid that also occurs on BRP. This species is rare due to fire exclusion and habitat conversion. A prescribed fire return interval in flatwoods of 2-3 years is considered beneficial. Soil and hydrologic disturbance negatively affect this species; therefore, avoid roller-chopping in areas of known occurrences.

Catesby's Lily – Catesby's lily also occurs on BRP, and prefers mesic and wet flatwoods, and occasionally dry prairie. Habitat loss is a major threat, as is fire exclusion and habitat disturbance. A prescribed fire return interval of 2-3 years is considered beneficial.

Blue-flowered Butterwort – Blue-flowered butterwort occurs on BWWMA but was not found on BRP. This species grows along the edges of wetlands and can be disturbed if firelines are maintained around wetland perimeters. This species suffers in the absence of fire, and fires should be allowed to burn into wetlands where this species occurs.

Yellow-Flowered Butterwort – Yellow-flowered butterwort occurs on BRP and is commonly found in mesic flatwoods and along ecotones with wet flatwoods and transition areas. Applying fire during the growing season and protecting soil hydrology are beneficial actions for this species.

Section 4: Land Management Actions and Considerations

Models identified potential habitat for 21 focal species on the area (Section 3.1); however, not all of these species have the same level of management opportunity or need (Section 3.2). The FWC's natural community-based management, which emphasizes frequent growing season prescribed fire, will promote the habitat conditions necessary for most of these species, without the need for further strategic management actions. Staff may designate Strategic Management Areas (SMAs) when actions over and above ongoing natural community management are required in a specific location (Section 4.1). In addition, to ensure natural community management addresses the needs of these focal species, we evaluate the OBVM Desired Future Conditions (DFCs) for natural communities (Section 4.2). Section 4.3 provides recommendations for species that need specific protective measures or land management considerations to ensure their continued use of the property.

4.1: Strategic Management Areas

The intent on BWWMA is to apply management actions that maintain intact natural communities in good condition and restore degraded or altered natural communities to a condition that will better suit focal and listed species. However, SMAs focus management actions on MUs with the highest possibility of success, and or MUs most critical for the conservation of a species on the WMA. Staff designates SMAs to achieve at least one of the following:

- Identify the area in which to apply specific land or species management that creates the highest probability for persistence and conservation of a species or suite of species. These specific actions should aid in restoring, enhancing, or maintaining the habitat or population.
- Identify an area in which to focus specific land or species management actions for the best chance of success, when there is more restoration and enhancement than can be accomplished in short order on the WMA. This might be the first or next step in a sequential series of management actions that will increase the likelihood of occupation and or persistence of a specific species.
- Identify an area that is so critical to the persistence of a species on the WMA that it warrants special designation to ensure protection against negative alteration.
- Identify areas that are critical for research or monitoring.
- Recommend MU-specific natural community DFCs that differ from the DFCs in the natural community area-wide, when this is necessary to benefit a specific species.

The WCPR workshop gave participants the opportunity to evaluate if there was the need for SMAs to meet the needs of focal species. Workshop participants agreed that

planned and ongoing management actions across BWWMA will meet the needs of the majority of focal species; therefore, they did not designate any SMAs through the workshop process. However, the measurable objective for the Florida panther is to evaluate the current amount of cover available for panthers and establish an SMA to protect panther habitat, if appropriate. Further, during the development of the Strategy, the need for a Red-Cockaded Woodpecker Connectivity SMA was identified to incorporate management to maintain and improve connectivity within red-cockaded woodpecker habitat on Webb.

Section 4.1.1: Red-Cockaded Woodpecker Connectivity SMA

The purpose of this SMA is to identify habitat on Webb that can enhance connectivity for red-cockaded woodpeckers. Staff can maintain pines and increase pines within the SMA as a way to improve habitat conditions for the red-cockaded woodpecker without negatively altering the integrity of the natural communities. Planting, natural recruitment, and land management actions that encourage recruitment can improve areas where suitable woodpecker trees are absent. However, this is not intended as a management action across all areas of BWWMA, only in areas where it will improve movement between red-cockaded woodpecker clusters. Transition zones between prairies and mesic flatwoods are currently supporting periodic woodpecker use and pine regeneration in these areas will increase the potential for establishing new clusters. The SMA will include portions of prairies, flatwoods, and prairie-flatwoods transition zones that are adjacent to red-cockaded woodpecker clusters.

Because some areas mapped as wet and dry prairie on Webb were historically flatwoods, these areas can be restored to a suitable condition for red-cockaded woodpecker habitat. FNAI is currently re-mapping natural communities on BWWMA, and will likely classify areas previously considered prairie as flatwoods. Staff will delineate the SMA after the natural community re-mapping. The RCWMAG's revision of the BWWMA Red-Cockaded Woodpecker Management Plan should incorporate recommendations from the Red-Cockaded Woodpecker Connectivity SMA in future management actions.

SMA Goal: Enhance habitat connectivity for red-cockaded woodpeckers on BWWMA.

SMA Objective 1: Identify areas on the Webb tract where pine density should be increased or maintained.

SMA Objective 2: Apply management actions outlined in the revised BWWMA Red-Cockaded Management Plan for improving habitat connectivity on Webb.

Strategy: The strategy for this SMA is to first indentify natural communities that meet the criteria for inclusion. When FNAI's natural community re-mapping information becomes available, staff will identify areas of dry prairie, wet prairie, flatwoods, and prairie-flatwoods

transition zones where pine restoration would benefit red-cockaded woodpecker connectivity. These areas will be identified based upon their proximity to active woodpecker clusters and designated as part of the SMA.

Prairies, flatwoods, and prairie-flatwoods transition zones within the SMA will be managed to increase pine densities and improve red-cockaded woodpecker habitat. Areas mapped as flatwoods will be restored to pine densities that could support active clusters. Pine recruitment in wet and dry prairie will also enhance suitable woodpecker habitat between active clusters without altering the integrity of these natural communities. FNAI reference site DFCs should be adjusted for portions of wet and dry prairie within the SMA to be flexible to pine growth and regeneration (Section 4.2.1). The RCWMAG will include specific actions for improving habitat connectivity in the revised BWWMA Red-Cockaded Woodpecker Management Plan

4.2: Objective-Based Vegetation Management Considerations

OBVM is an approach to land management that emphasizes maintaining and restoring natural plant communities towards pre-determined desired conditions. The OBVM DFCs (Table 2) target a range in values for various habitat attributes within actively managed communities. However, if a focal species requires a more restricted range in habitat attributes than is reflected in the area-wide DFCs, or depends on an attribute that is not currently monitored on BWWMA, we may recommend adjusting the DFC range or adding the attribute. The workshop gave participants the opportunity to evaluate if the current DFCs meet the needs of focal species and if not, to suggest modifications. The following are common reasons to modify DFCs:

- To obtain maximum habitat suitability for a species that requires a more restricted range of DFC values than the current DFC values.
- To benefit a particular species in specific MUs; typically when we have designated a SMA that requires a change in natural community DFCs only within the SMA and not in the natural community area-wide.
- To add an attribute that was not previously monitored.

Due to program review, the data collection protocols for OBVM have changed since the BWWMA OBVM workshop. Additionally, the BWWMA OBVM workshop occurred prior to the identification of references sites, which are areas identified by FNAI as representing the highest quality examples of natural communities in the State. Reference site attribute assessments have resulted in changes to the range of OBVM attribute values. At the WCPR workshop, BWWMA and regional staff reviewed the reference site values to determine if they are appropriate for BWWMA. Table 2 reflects the FNAI reference site DFC's for 4 actively managed natural communities on BWWMA.

Table 2A. FNAI Reference Site Desired Future Conditions for specific vegetative attributes in Mesic Flatwoods at BWWMA.

COMMUNITY	ATTRIBUTE	UNITS	FNAI Reference Site DFCs
Mesic Flatwoods	Basal Area of Pine	ft^2/acre	10-50
	Non-Pine Stem Density > 4in DBH	count/7m radius	0
	Subcanopy Stem Density 2-4in DBH	average count/4m quadrat	0-1
	Shrub Stem Density > 1m	average count/4m quadrat	0-1
	Maximum Shrub Stem DBH	average maximum DBH in inches	0-0.5
	Average Maximum Shrub Height	average maximum height in ft	0-2
	Shrub Cover < 1m	average % cover/4m quadrat	0-25
	Serenoa Petiole Density > 1m	average count/4m quadrat	0
	Serenoa Cover < 1m	average % cover/4m quadrat	10-25
	Herbaceous Cover	average % cover/4m quadrat	25-100
	Bare Ground Cover %	average % cover/4m quadrat	0-10
	Graminoid Cover %	average % cover/4m quadrat	10-100

Table 2B. FNAI Reference Site Desired Future Conditions for specific vegetative attributes in Wet Flatwoods at BWWMA.

COMMUNITY	ATTRIBUTE	UNITS	FNAI Reference Site DFCs
Wet Flatwoods	Basal Area of Pine	ft^2/acre	10-50
	Non-Pine Stem Density > 4in DBH	count/7m radius	0
	Subcanopy Stem Density 2-4in DBH	average count/4m quadrat	0-1
	Shrub Stem Density > 1m	average count/4m quadrat	0-0.5
	Maximum Shrub Stem DBH	average maximum DBH in inches	0-0.5
	Average Maximum Shrub Height	average maximum height in ft	0-3
	Shrub Cover < 1m	average % cover/4m quadrat	0-10
	Serenoa Petiole Density > 1m	average count/4m quadrat	0
	Serenoa Cover < 1m	average % cover/4m quadrat	0-10
	Herbaceous Cover	average % cover/4m quadrat	25-100
	Pine regeneration count >1ft to < 3ft	count/7m radius	-
	Pine regeneration count >3ft to <10ft	count/7m radius	-
	Bare Ground Cover %	average % cover/4m quadrat	0-2
	Graminoid Cover %	average % cover/4m quadrat	10-100

Table 2C. FNAI Reference Site Desired Future Conditions for specific vegetative attributes in Dry Prairie at BWWMA.

COMMUNITY	ATTRIBUTE	UNITS	FNAI Reference Site DFCs	DFCs within Red-Cockaded Woodpecker Connectivity SMA
Dry Prairie	Basal Area of Pine	ft^2/acre	Not sampled	0-5
	Non-Pine Stem Density > 4in DBH	count/7m radius	Not sampled	-
	Pine stem density >6" height	count/7m radius	-	-
	Subcanopy Stem Density 2-4in DBH	average count/4m quadrat	0	0
	Shrub Stem Density > 1m	average count/4m quadrat	0	0
	Maximum Shrub Stem DBH	average maximum DBH in inches	0	0
	Average Maximum Shrub Height	average maximum height in ft	0-2	0-2
	Shrub Cover < 1m	average % cover/4m quadrat	10-40	10-40
	Serenoa Petiole Density > 1m	average count/4m quadrat	0	0
	Serenoa Cover < 1m	average % cover/4m quadrat	5-20	5-20
	Herbaceous Cover	average % cover/4m quadrat	10-100	10-100
	Pine regeneration count >1ft to < 3ft	count/7m radius	0	0-1
	Pine regeneration count >3ft to <10ft	count/7m radius	0	0-1
	Bare Ground Cover %	average % cover/4m quadrat	1-10	1-10
	Graminoid Cover %	average % cover/4m quadrat	10-100	10-100

Table 2D. FNAI Reference Site Desired Future Conditions for specific vegetative attributes in Wet Prairie at BWWMA.

COMMUNITY	ATTRIBUTE	UNITS	FNAI Reference Site DFCs	DFCs within Red-Cockaded Woodpecker Connectivity SMA
Wet Prairie	Basal Area of Pine	ft^2/acre	Not sampled in prairies	0-5
	Non-Pine Stem Density > 4in DBH	count/7m radius	Not sampled in prairies	-
	Pine stem density >6" height	count/7m radius	-	-
	Subcanopy Stem Density 2-4in DBH	average count/4m quadrat	0-1	0-1
	Shrub Stem Density > 1m	average count/4m quadrat	0-1	0-1

COMMUNITY	ATTRIBUTE	UNITS	FNAI Reference Site DFCs	DFCs within Red-Cockaded Woodpecker Connectivity SMA
Wet Prairie	Maximum Shrub Stem DBH	average maximum DBH in inches	0-0.25	0-0.25
	Average Maximum Shrub Height	average maximum height in ft	0-2	0-2
	Shrub Cover < 1m	average % cover/4m quadrat	0-5	0-5
	Serenoa Petiole Density > 1m	average count/4m quadrat	0	0
	Serenoa Cover < 1m	average % cover/4m quadrat	0-5	0-5
	Herbaceous Cover	average % cover/4m quadrat	75-100	75-100
	Pine regeneration count >1ft to < 3ft	count/7m radius	0	0-1
	Pine regeneration count >3ft to <10ft	count/7m radius	0	0-1
	Bare Ground Cover %	average % cover/4m quadrat	0-5	0-5
	Graminoid Cover %	average % cover/4m quadrat	25-100	25-100

4.2.1: Modifications to Desired Future Conditions for Vegetation Attributes

Dry Prairie

Basal Area of Pine (Sq ft per acre)

Within the Red-Cockaded Woodpecker Connectivity SMA: change from 0 sq ft per acre to 0-5 sq ft per acre.

Pine Regeneration (7m radius)

Within the Red-Cockaded Woodpecker Connectivity SMA: change from 0 per 7m radius to 0-1 per 7m radius.

Justification: Red-cockaded woodpeckers on BWWMA would benefit from increased habitat connectivity between active clusters. Some areas currently mapped as dry prairie on BWWMA contain scattered pines, which often occur with slight elevation or soil changes or along transition zones between prairie and adjacent pine flatwoods. Prairie-to-flatwoods transition zones have the potential to support red-cockaded woodpecker movement and can be included in an SMA to improve connectivity between woodpecker habitat (Section 4.1.1). It is appropriate to adjust DFC's for dry prairies within the SMA to allow for scattered pine trees and to be flexible if pine trees regenerate in dry prairie communities. Once the Red-Cockaded Woodpecker Connectivity SMA is delineated on BWWMA, dry prairies within the SMA should be managed to meet DFCs that include 0-5 sq ft per acre basal pine area, and pine regeneration of 0-1 per 7m radius.

Wet Prairie

Basal Area of Pine (Sq ft per acre)

Within the Red-Cockaded Woodpecker Connectivity SMA: change from 0 sq ft per acre to 0-5 sq ft per acre.

Pine Regeneration (7m radius)

Within the Red-Cockaded Woodpecker Connectivity SMA: change from 0 per 7m radius to 0-1 per 7m radius.

Justification: Red-cockaded woodpeckers on BWWMA would benefit from increased habitat connectivity between active clusters. Similar to dry prairie, some areas mapped as wet prairie on BWWMA contain scattered pines, which often occur with slight elevation or soil changes or along transition zones between prairie and adjacent pine flatwoods. Prairie-to-flatwoods transition zones have the potential to support red-cockaded woodpecker movement and can be included in an SMA to improve connectivity between woodpecker habitat (Section 4.1.1). It is appropriate to adjust DFC's for wet prairies within the SMA to allow for scattered pine trees and to be flexible if pine trees regenerate in wet prairie communities. Once the Red-Cockaded Woodpecker Connectivity SMA is delineated on BWWMA, wet prairies within the SMA should be managed to meet DFCs that include 0-5 sq ft per acre basal pine area, and pine regeneration of 0-1 per 7m radius.

4.3: Further Land Management Considerations

Most generalist or wide-ranging species will benefit from management that restores the structure and function of natural communities they use. However, specific management recommendations and precautions are necessary to ensure continued suitability of the area for some species. The following recommendations should help ensure BWWMA continues to fulfill its role in the conservation of these species.

4.3.1: Gopher Frog

Gopher frogs frequently move between wetland breeding ponds and adjacent uplands. Do not place new firebreaks or roads along wetland ecotones because they can alter or destroy the herbaceous component of pond margins preferred by this species and other amphibians. Wet-lining can be an alternative to mineral firebreaks around wetlands if necessary; however, it is preferable to allow fire to burn through the wetland. Use prescribed fire as the primary tool to remove shrubs and other thick vegetation from pond margins; use mechanical and chemical treatments sparingly to reduce effects on pond-breeding

amphibians. Because it is important to maintain potential breeding ponds in good condition, minimize soil disturbance within 500 yards of potential breeding ponds.

4.3.2: Florida Pine Snake

Large upland snakes such as the Florida pine snake are relatively wide-ranging and elusive. Ongoing land management activities will enhance the suitability of habitat for this species but also could be directly detrimental. When using heavy equipment during land management activities, it is important to avoid direct mortality, if possible. In general, avoid removing stumps when possible, and leave coarse woody debris and residual stumps intact to provide cover for these species. While it is acceptable to pile and burn excess logging slash if necessary, ensure some debris remains in the stand to provide cover for this species and check piles for the presence of pine snakes prior to burning. Creating brush piles can provide cover for this species if escape cover is lacking.

4.3.3: Gopher Tortoise

To minimize negative impacts to gopher tortoises in areas where they occur, when appropriate, mechanical treatments should be done during the season when this species is dormant. Gopher tortoises are generally less active and remain in burrows during the winter months; therefore, mechanical equipment used at this time will be less likely to crush or otherwise harm foraging tortoises. Because it is difficult for equipment operators to see hatchling tortoises, avoid mechanical treatments during months when hatchlings are most abundant (September-October) when practical. However, also consider how timing of the treatment will affect management results, because growing season treatments frequently are more successful in creating the diverse groundcover required by the gopher tortoise. Regardless of timing, make efforts to minimize impacts to known burrows, whether active, inactive, or abandoned.

4.3.4: American Swallow-Tailed Kite

Because swallow-tailed kites exhibit high nest site fidelity, protect known nest sites from disturbance and alteration, and retain all of the tallest pines in the area of nest sites. Maintaining a 330-foot protective buffer around active nests during nesting season should minimize the chance of disturbance. When possible, kite nesting areas should be managed to have a higher shrub height and density than surrounding areas as this may reduce the likelihood of nest predation. If kite activity is observed during nesting season, particularly if kites are observed carrying nesting material, mobbing, or congregating in groups of 3 or more, document this information and try to locate the nest. For information on how to locate nests, see Project Report; Meyer and Collopy 1995. While kites have not been documented

nesting on BWWMA, it is important to preserve future potential nest trees. This can be done by retaining the largest, oldest trees on the landscape during land management activities.

4.3.5: Bachman's Sparrow

Prescribed fire improves habitat quality for Bachman's sparrows, and is the primary land management tool recommended to promote habitat for this species on BWWMA. Suitable habitat can be created and maintained through frequent (≤3 year rotation) use of prescribed fire in sandhills and flatwoods. The occurrence of fire is critical to sustaining this species as use of an area by Bachman's sparrows declines rapidly around 18 months post-fire, and the species may abandon habitat if fire is excluded for more than 3 years. Because males use small shrubs as singing perches, apply the 'sloppy chop' technique when using mechanical treatments to reduce understory. Follow mechanical treatment with a prescribed burn.

4.3.6: Brown-Headed Nuthatch

Brown-headed nuthatches are dependent on the presence of snags for suitable nesting habitat. As such, retain snags during land management activities and ensure that new snags replace consumed snags by evaluating management practices. Old short snags with flaking bark and soft wood, and old decaying oaks with a diameter at breast height of <10 inches are important nesting sites for this species. Take care to retain these particular types of snags.

If brown-headed nuthatches are documented in a specific area, an effort should be made to avoid prescribed fire in the area during February and March because the loss of nests early in the season frequently results in re-nesting attempts. Since most re-nesting occurs during periods of increased snake activity, this can result in greater predation on nesting females, their eggs, and young. However, if this is the only time in which suitable conditions occur for a burn, it is better to burn than to avoid burning.

4.3.7: Burrowing Owl

Burrowing owls are rare on BWWMA. If they are located on the area, burrows should be protected. Cattle grazing will reduce vegetation height to a level that is beneficial for burrowing owls, but cattle may also degrade or destroy burrows by trampling or wallowing in them. Area managers should consider excluding cattle from the immediate vicinity of known active burrows, when feasible. When active burrows are identified, activity within 33 feet should be avoided from February through early July. Heavy equipment should not be used around burrows to avoid collapsing them.

4.3.8: Cooper's Hawk

During the nesting season (April-July), Cooper's hawks are secretive and intolerant of human disturbance near the nest site. Males show a strong fidelity to traditional territories. For this reason, protect known nests from disturbance during land management activities by maintaining a 50-foot buffer around the nest during the nesting season. When practical, avoid heavy alteration of the habitat surrounding the nest. Whenever signs of Cooper's hawk nesting (e.g., carrying nesting material, aggressive dive bombing) are encountered, document the location and make an effort to protect the nest site.

4.3.9: Crested Caracara

Crested caracaras have high fidelity to their home ranges and nest sites. Staff will protect known nesting sites and maintain home ranges in suitable condition, if individuals are known to occupy a particular area. Management actions like cattle grazing, mowing, shredding, and prescribed burning will improve habitat conditions by creating areas with low ground and shrub cover. Guidelines in Morrison 2001 suggest staff should limit management actions during the breeding season if a nest is located. If disturbance occurs too close to nests during the first 2-3 weeks of nesting, caracaras are likely to flush from the nest, which can be detrimental to eggs or young. Maintain a 1,000-foot a buffer around known nests during management activities. Morrison (2001) suggests historic management can continue during the nesting season if the birds are used to it and the first 2-3 weeks of nesting are avoided. A significant increase in human activity within the home range or territory can cause caracaras to abandon the area, even outside of the nesting season. Complete management guidelines are available in Tech Report 18, Morrison 2001.

4.3.10: Florida Sandhill Crane

Prescribed fire improves the quality of upland habitat for this species, and maintains wetlands in suitable condition by reducing invasion by shrubby and woody species. Cattle grazing can also maintain open conditions preferred by this species. Increased shrub cover around wetlands impedes crane movement while increasing the potential of predation by bobcats (*Lynx rufus*). Mechanical treatments can be useful in reducing brush on wetland edges when the effect of fire is limited. In known nesting areas, management actions should occur outside of the nesting season (December - June) and after the young are able to fly. A 400-ft buffer around nest sites will minimize the likelihood of disturbance. The seasonality of wetland management activities should be considered to avoid flooding of nests or reducing foraging habitat. For management recommendations see Tech Report 15; Stys, 1997.

4.3.11: Limpkin

It is possible that ongoing actions (e.g., prescribed fire, mechanical treatment, and herbicide) could have negative impacts on limpkins if the needs of the species are not considered during the planning of these activities. Staff can reduce potential negative impacts on these species by not disturbing nests. This is accomplished by identifying and protecting or avoiding these areas when conducting management activities, including hydrological restoration and prescribed burning in wetlands during nesting season.

4.3.12: Northern Bobwhite

The primary land management tool used to benefit northern bobwhite is the frequent use of prescribed fire. Ignite fires using a variety of firing techniques and environmental conditions with the goal of promoting mosaic burns. Mosaic burns result in a patchwork of burned and unburned areas that meet different life history requirements for northern bobwhite. Growing season fires are generally preferred as they trigger flowering and viable seed production in many native species. Recent evidence suggests that the frequency of fire in flatwoods communities may be just as important as the seasonality of burn. Thus, if growing season burns do not occur, it is better to burn the unit during the following dormant season rather than waiting until the following summer.

Pine stands with basal areas >70 ft^2/acre should be thinned to trigger herbaceous growth and improve habitat conditions for this species. Ruderal areas can be managed for northern bobwhite through mechanical actions like mowing and or disking strips during the summer months to promote herbaceous growth. Current literature recommends maintaining serenoa cover at 25% for northern bobwhite and 30% for white-tailed deer. Although FNAI reference site DFC's list the range for serenoa cover at 10-25% in mesic flatwoods and 5-20% in dry prairie, the difference in recommended values is largely due to differences in measurement techniques. Based on area staff's review of Reference Sites, they have determined that FNAI Reference Site DFC's will meet the need of bobwhite on the area. Land management considerations for the northern bobwhite on BWWMA may be adjusted based upon the results of the high-intensity burn treatment study that is ongoing at the area.

4.3.13: Red-Cockaded Woodpecker

Current land management actions that include mowing or mechanical removal of vegetation, removal of exotic vegetation, and prescribed fire on a 2-3 year return interval in actively managed natural communities will maintain and enhance habitat conditions for this species. During land management activities, protect active and inactive cavity trees as well as large, old pines that are potential cavity trees (≥10 inches DBH and flat tops).

The current RCWMAG recommends thinning approximately 500 acres in areas of Webb and the Yucca Pens Unit where pine stands have a 4-8 inch basal area >20. Additional recommendations include planting 3-4 small pine plantations, and encouraging natural pine recruitment through summer burns. In addition, any land management recommendations made in the SMA to improve connectivity between red-cockaded woodpecker clusters should be included in annual work plans (Section 4.1.1). Both pine planting and timber thinning can be effective strategies to improve the condition of red-cockaded woodpecker habitat on BWWMA when applied selectively.

As BWWMA has active red-cockaded woodpecker clusters on the property and participates in federally regulated translocation, managers will follow management guidelines found at FWC Red-Cockaded Woodpecker Management Plan and USFWS Red-Cockaded Woodpecker Recovery Plan.

4.3.14: Southeastern American Kestrel

Southeastern American kestrels are dependent on the occurrence of open upland habitats that contain a number of snags for nest sites and perches. While ongoing management will encourage the open foraging condition this species requires, make an effort to retain large snags during land management activities. Protecting snags when safe and practical and promoting the creation of new snags in areas currently lacking will benefit southeastern American kestrels. If southeastern American kestrels are documented in the area during the breeding season (late April through June), a nest box program may be appropriate. If nesting is documented, minimize the amount of mechanical activity within 500-feet of the nest during the nesting season and protect the snag during prescribed fires. For more information on management for kestrels, see Technical Report 13; Stys 1993.

4.3.15: Southern Bald Eagle

State and federal law requires protection of bald eagles, including avoiding disturbance of nesting eagles. Managers will follow the management guidelines in the state management plan when planning activities within 660-feet of known eagle nests. Any new nests that are located will be documented. As this species is surveyed on a statewide basis, the bald eagle nest locator will be checked annually to determine if any new nests are detected. Bald eagles find unnaturally dense stands around nest trees undesirable. Continue to manage stands in which eagle nests occur, but avoid negative impacts to the eagles per the guidance of the management plan. During management activities, retain large, mature pines as potential future nesting sites.

4.3.16: Wading Birds

It is possible that ongoing actions (e.g., prescribed fire, timber harvest) could have negative impacts on wading birds if the needs of the species are not considered during the planning of these actions. During the nesting season, providing a 330-foot buffer around nesting colonies will ensure adequate protection. Additionally, plan any mechanical or chemical control of vegetation at a time that avoids disturbance to the colony, and use methods that do not damage the plants where nests are constructed.

4.3.17: Florida Black Bear

Bears require large areas of dense vegetation for escape and denning cover. They also require a mosaic of dense cover and edge habitat, in both uplands and wetlands, which provides seasonally abundant forage. Efforts to restore flatwoods to a more open landscape with reduced tree density, lower shrub height, and reduced shrub cover may reduce denning and escape cover for bears. However, these same efforts may increase forage availability of some berries and tubers.

Land management activities that provide a mosaic habitat structure, particularly with multi-aged palmetto patches, will provide escape cover and foraging habitat for bears. During mechanical treatment along the transitional zone between hardwood swamps and uplands, retain patches of dense vegetation to provide foraging cover. Preserve connectivity between cypress heads, depressional wetlands, and hardwood swamps to allow appropriate cover for bears to move across the area.

4.3.18: Florida Bonneted Bat

The Florida bonneted bat's reaction to land management is currently unknown. Staff working in the vicinity of known roosts and bat house boxes should avoid directly damaging the roosts during land management activities. Further land management considerations may be made based upon the results of ongoing SWG and USFWS research.

4.3.19: Florida Panther

Panthers need a diversity of cover types available for stalking prey, daytime rest sites, and den sites. The rest and den sites in particular need to contain dense understory with tall, thick vegetation. Individual patches do not need to be acres in size but should be present throughout the property. Limiting the loss of canopy coverage in forested areas is important, and area managers should apply prescribed fire using methods that will not kill overstory vegetation in forested areas. Additionally, apply fire using techniques that create a mosaic of burned and unburned areas, as this will benefit panthers. When planning land management

activities on BWWMA, staff should consider promoting and protecting travel corridors for panthers within the WMA and across boundaries to other managed areas. If denning is confirmed on the area, management activities will be planned to occur only after the panther and kittens have left the unit. Black bears will also benefit from this type of management.

Section 5: Species Management Opportunities

Land management that considers the needs of a suite of focal species provides direct benefits to many associated species. However, land management actions alone are insufficient to maintain or recover some species. These species need species-specific management (Section 5.1). Additionally, monitoring (Section 5.2) is required to verify management is having the desired influence on wildlife. Section 5.3 identifies research necessary to guide future management.

5.1: Species Management

Species management as used here refers to actions other than land management, monitoring, or research, taken for a specific species. Species-specific management actions can include actions such as translocation, restocking, or installing artificial cavities. These actions may be needed for species that are currently present but occur at low densities, have low reproduction potential, or have other limitations that inhibit recovery. Additionally, species that are not present on a site, have limited dispersal capabilities, or are unlikely to occupy a site without reintroduction may require species-specific management. Section 2 and Section 4 provide information on land management actions, such as prescribed fire or mechanical treatments.

5.1.1: Northern Bobwhite Food Plots

Species management for northern bobwhite includes annual maintenance of approximately 425 acres of wildlife food plots on Webb. Staff maintains these food plots for the purpose of supplementing forage for northern bobwhite and other species. Food plots are seeded, disked, and treated with herbicide to remove exotics and promote the growth of herbaceous cover that benefits bobwhite forage (i.e., legumes). An additional 30 acres of food plots have been planted in the Yucca Pens Unit with appropriate management ongoing.

5.1.2: Red-Cockaded Woodpecker

Species management for red-cockaded woodpeckers on BWWMA includes providing artificial cavities and translocating first-year birds. Species management activities will follow guidelines in the USFWS Recovery Plan, FWC Red-cockaded Woodpecker

Management Plan and the BWWMA Red-cockaded Woodpecker Management Plan (to be revised per Section 3.2.14).

Artificial Cavities

The purpose of the artificial cavity program on BWWMA is to ensure red-cockaded woodpeckers have access to suitable cavities in suitable locations, which increases survival and retention of individuals. Since timber management in the early 1900s removed most of the mature pines in which woodpeckers prefer to build cavities, the availability of cavity trees on BWWMA is a limiting factor for red-cockaded woodpeckers. The artificial cavity program allows managers to install cavities in locations that have suitable forage, but lack suitable trees for natural cavity creation. Additionally, artificial cavities can be strategically placed to enhance demographic connectivity, and provide managers the option of encouraging clusters in areas that may not otherwise be suitable for red-cockaded woodpeckers to create natural cavities. Staff uses artificial cavities, both inserts and drilled, to increase the number of suitable cavities within a cluster, or to create recruitment clusters in areas where managers would like to see population growth.

Translocation

The external and internal translocation of first-year red-cockaded woodpeckers has proven to be a successful tool for increasing small populations. With external translocation, managers move birds from larger populations to smaller populations. Typically, managers will move an unrelated male and female from a donor population to a suitable recruitment cluster at the recipient site. BWWMA participates in the Southern Range Translocation Cooperative and has been a recipient site for translocated birds in the past. Once an area exceeds 30 PBGs, it is no longer eligible to receive external birds from the Cooperative, as 30 PGBs should provide enough reproduction to meet internal needs. BWWMA received external translocated birds from the Cooperative in 2005 and 2008, and since, the population has exceeded 30 PBG. Because the number of PBGs on BWWMA recently dropped below 30, the area could be eligible to receive birds from the Cooperative. However, staff plans to use the internal movement of birds and continued land and cavity management to grow the population. The necessity of future translocations should be assessed if PBGs on Webb continue to decline, and rejoining the Cooperative should be considered at that time.

Internal translocation remains a high priority on Webb, as pairing a single bird creates another PBG, and increases the potential for on-sight reproduction. Internal translocation is moving first-year birds (usually females) from their natal cluster to a single bird group elsewhere on the property. Internal translocations have been successful at increasing the number of PBGs in multiple populations and should be viewed as a priority on BWWMA. There were 10 solitary bird clusters on BWWMA in 2013, and internal translocation of first-years to single birds groups would help BWWMA exceed 30 PBGs without relying on external translocation. Reducing the number of single bird clusters is a

priority on BWWMA, and internal translocation is one tool managers can use to help create more potential breeding groups.

5.1.3: Bat Houses

Species management for bats on BWWMA consists of maintaining a suite of bat houses to provide roosting habitat for Florida bonneted bats and other species. The current bat houses were provided by FBC and include 2 types of bat house; triple-chambered houses commonly used by Brazilian free-tailed bats, and single-chambered houses that were designed specifically for Florida bonneted bats. On BWWMA, Florida bonneted bats have roosted in both types of bat house. While there may be more opportunities to install additional Florida bonneted bat roosts, it is not known what effect artificial roosts have on habitat use by the species. Staff will continue to maintain the current suite of bat houses on BWWMA and will communicate with species experts regarding the need for future actions regarding bat houses, based on the results of ongoing research.

5.2: Species Monitoring

Monitoring is critical to evaluating the effect of the management on wildlife. While we are unable to monitor all of the focal species on BWWMA, the recommended monitoring will assess species in all actively managed communities. Data collected will be reported to the regional conservation biologist for inclusion in the appropriate database. The FWC will make monitoring data available to cooperating agencies and organizations (Section 6).

This section lists the monitoring recommended for BWWMA as well as the purpose for each monitoring effort. The FWC is in the process of standardizing monitoring protocols for a number of these species and developing a central database for storage of monitoring data. Area staff will work with the regional Conservation Biologist to implement standardized protocols, standardize ongoing monitoring that does not have a standardized protocol, and ensure data is included in the central database.

5.2.1: Northern Bobwhite Monitoring

FWC conducts fall covey counts on Webb to estimate the population size, determine appropriate harvest rates, and evaluate the effectiveness of management strategies for northern bobwhite. Currently, surveys are part of an ongoing FWC research project with TTRS to determine the effects of burn-unit size for bobwhite populations. Monitoring is not currently conducted on the Yucca Pens Unit largely because of staff resource limitations. Staff will continue to work with the FWC researchers (Section 6.1.2) and TTRS (Section 6.12) to monitor bobwhite as part of the ongoing research. Future monitoring requirements are not known at this time.

5.2.2: Red-Cockaded Woodpecker Monitoring

Red-cockaded woodpecker monitoring on BWWMA includes cluster and cavity status checks; nest checks; chick banding; fledge checks; and monitoring of banded birds. The purpose of this monitoring is to document the number of potential breeding groups, active clusters, group size, active trees and cavities, new cavity trees and clusters, nest success, and fledgling success. Staff will continue to monitor annually in accordance with guidelines in the USFWS Recovery Plan, FWC Red-Cockaded Woodpecker Management Plan and the BWWMA Red-Cockaded Woodpecker Management Plan (to be revised per Section 3.2.14).

5.2.3: Bat Monitoring

Florida Bonneted Bat Simultaneous Emergence Counts

The purpose of Florida bonneted bat simultaneous emergence counts is to determine how many bats are using occupied roosts at given points during the year. Emergence counts are conducted by observing an occupied bat house in the evening and attempting to count all bats leaving the house. Staff visits each bat house during daylight hours to look for evidence of bats (guano at the base of the box and chirping noises) and conduct nighttime counts only on boxes known to have bat activity. Simultaneous emergence counts (attempting to count at each occupied house on the same night) are done to estimate the bat house population size and are more effective than counting on separate nights. FWC plans to conduct at least 4 simultaneous counts annually, one per season.

Currently, the Regional Conservation Biologist and local staff organize and conduct simultaneous counts. A protocol should be developed to document this process. As results from SWG research become available, Florida bonneted bat monitoring processes should be updated if applicable.

Bat House Occupancy Assessment

The purpose of the FWC Bat House Occupancy Assessment is to estimate the number of bats using bat houses and evaluate the seasonality of bat house use in Florida. This protocol was developed in 2012 and is used to monitor bat houses statewide. This protocol should be implemented on BWWMA and can be done in conjunction with simultaneous emergence counts.

5.2.4: Opportunistic Monitoring Opportunities

The purpose of opportunistic monitoring is to document the presence of specific species. Opportunistic monitoring is the process of recording important information as it is

encountered. By following the Opportunistic Observations for Wildlife protocol, staff ensures their data are compatible with other opportunistic observation. Documentation of opportunistic sightings including information on species, date of the observation, observer, approximate lat/long or appropriate MU, number of individuals, behavior, and habitat type should be entered into the SaMP database. Monitoring data will be made available to cooperating agencies and organizations such as FNAI (Section 6.6). Record observations or sign of the following focal species:

- Gopher frog
- Eastern indigo snake
- Florida pine snake
- Gopher tortoise (if observed in areas not frequently seen)
- American swallow-tailed kite (aggregations of 3 or more birds on regular basis in one area during spring and any nesting activity)
- Bachman's sparrow (April-June)
- Brown-headed nuthatch (February-June)
- Cooper's hawk
- Crested caracara
- Florida grasshopper sparrow
- Florida mottled duck (nests or flightless young)
- Florida sandhill crane (nests and adults with flightless young)
- Florida scrub-jay
- Limpkin (nests or adults with young)
- Southeastern American kestrel
- Southern bald eagle (record and report new nests to baldeagle@myfwc.com)
- Florida black bear
- Florida panther
- Sherman's fox squirrel (on the Yucca Pens Unit)
- Any listed species that does not have a monitoring protocol in this section.

5.3: Species Research Needs

Species management recommendations in other sections of this document are based on the most current information available. Cases may arise where little or no information is available to guide management, and research is needed. Further, many of these focal species do not have standard monitoring protocols and research is needed to determine the most efficient means of monitoring them. For many of the focal species, research is needed to provide managers with information about aspects of natural history, such as minimum habitat patch size, preferred habitat parameters, and response to habitat management activities. This section outlines research needs identified through the WCPR process.

5.3.1: Florida Bonneted Bat Research

BWWMA provides a unique opportunity to study Florida bonneted bats as the area contains the only known roosts of the species. Research needs include filling gaps in life history information, understanding habitat requirements, and developing management recommendations.

Section 6: Intra/Inter Agency Coordination

The WCPR process identified many recommendations regarding possible management actions for focal species. WHM staff can handle most proposed management actions; however, coordination with other sections in FWC or with other agencies sometimes is necessary or more efficient. This section describes coordination that is necessary outside of the WHM section, identifies the entity to coordinate with, and provides position contacts for these entities. We attempt to provide the name, position, and contact information for the people holding the position when the Strategy was drafted. As positions experience turnover, when in doubt, contact the current Section Leader or supervisor to determine the appropriate person now holding the position.

6.1: Florida Fish and Wildlife Conservation Commission

6.1.1: Species Conservation Planning Section (SCP)

Monitoring animal populations on a WMA/WEA gives managers a way to gauge animal response to management. If this information is not shared with others, valuable data that can be used to assess statewide conservation efforts is often lost. Managers will share monitoring data with the appropriate taxa coordinator and with program coordinators for species that are part of conservation initiatives or other management programs. The regional SCP biologist is a good source of information on the regional status of non-game species. Additionally, FWC staff is authorized to handle federally listed species as long as actions are consistent with the requirements of the agency's Endangered Species Act Section 6 Cooperative Agreement. To meet these requirements, staff will provide reporting as outlined in the Agreement to the agency's Endangered Species Coordinator. Please note some contacts will also be covered under Section 6.1.4; FWRI, and Section 6.1.7; Florida's Wildlife Legacy Initiative.

Contacts:
Brad Gruver, Species Conservation Planning Section Leader: (850) 617-9502
Vacant, Avian Taxa Coordinator: (352) 732-1225

Melissa Tucker, Mammalian Taxa Coordinator: (386) 754-1668
Vacant, Herpetofauna Taxa Coordinator: (850) 921-1143
Deborah Burr, Gopher Tortoise Management Plan Coordinator: (850) 921-1019
Michelle Vandeventer, Bald Eagle Management Plan Coordinator: (941) 894-6675
Nancy Douglass, Regional Biologist: (863) 648-3827 ext 3827
Traci Castellon, Assistant Regional Biologist: (863) 648-3817

6.1.2: Division of Hunting and Game Management (HGM)

As the FWC has a statewide quail strategy, coordination with HGM's Game Species Management (GSM) on land management and populations surveys is ongoing. Northern bobwhite research is managed through this Division and staff should work with Public Hunting Area (PHA) biologists when instituting changes to management and monitoring rules.

Contacts:
Paul Schulz, GSM Section Leader: (850) 617-9539
Greg Hagan, Northern Bobwhite Coordinator: (850) 893-4153 x 340
Don Coyner, PHA Section Leader: (352) 732-1760
Jason Burton, Southwest Regional PHA Biologist: (352) 540-6096

6.1.3: Aquatic Habitat Restoration and Enhancement Subsection (AHREs)

WHM should maintain contact with AHREs when conducting hydrologic evaluations to determine opportunities for hydrologic improvements on BWWMA.

Contacts:
Steve Rockwood, Section Leader: (321) 726-2862
VACANT, Biological Administrator: (352) 357-2398
Don Fox, Biological Administrator: (863) 462-5190
Beacham Furse, Biological Administrator: (863) 462-5192
Steven Gornak, Biological Scientist: (863) 462-5192 ext 107

6.1.4: Fish and Wildlife Research Institute (FWRI)

Area staff will cooperate with FWRI staff conducting monitoring and research for bald eagles by reporting new eagle nests through the FWC bald eagle database. Area staff will cooperate with Kevin Enge on issues regarding herpetofauna and report documentation of these species to FWRI. Report handling of migratory birds covered by the permit to Andrew Cox in January of each year. Staff band red-cockaded woodpeckers under Janell

Brush. Area staff will coordinate with Jeff Gore on issues regarding Florida bonneted bats and Dan Wolf to report dead bats via the Bat Mortality Database.

Contacts:
Robin Boughton, Section Leader: (352) 334-4218
Jeff Gore, Biological Administrator (mammals): (850) 767-3624
Andrew Cox, Research Administrator (migratory birds): (352) 334-4241
Ron Bielefeld, Wildlife Biologist (Florida mottled duck): (561) 722-1574
Janell Brush, Avian Research Biologist (bald eagle nest monitoring): (352) 334-4202
Karl Miller, Biological Administrator (avian): (352) 334-4215
Kevin Enge, Associate Research Scientist (herps): (352) 334-4209
Walter McCown, Biological Scientist (bears): (352) 334-4214
Brian Scheick, Biological Scientist (bears): (352) 334-4219
Dan Wolf, Research Assistant (bat mortality): (352) 334-4235

6.1.5: Office of Conservation Planning Services (CPS)

CPS works with private landowners and may be able to assist in making contacts or providing incentives for management activities on neighboring private lands. CPS also provides environmental commenting to ensure regional projects do not negatively influence the area. Maintaining communication regarding current and future projects will be critical.

Contacts:
Scott Sanders, CPS Office Director: (850) 617-9548 ext 9548
Luis Gonzalez, Regional Coordinator: (863) 648-3826 ext 3826
Pete Diamond, Wildlife Biologist: (239) 997-7331 ext 107

6.1.6: Imperiled Species Management Section (ISM)

The Imperiled Species Management Section is responsible for the implementation and evaluation of imperiled species management and recovery plans, and have staff dedicated to management of the Florida panther and the Florida black bear. Staff can coordinate with these individuals on issues related to these species.

Contacts:
Carol Knox, Section Leader: (850) 922-4330
Darrell Land, Panther Team Leader: (239) 417-6352
Dave Telesco, Biological Administrator (bears): (850) 922-4330
Mike Orlando, Biological Scientist (bears): (386) 965-2464

6.1.7: Florida's Wildlife Legacy Initiative (FWLI)

FWLI is an FWC led program developed to generate and coordinate cooperative conservation projects that address high priority issues identified in Florida's State Wildlife Action Plan. FWLI can assist in identifying potential partners and assisting with collaborative efforts for monitoring and management of focal species. FWLI is a potential source of project funding via Florida's State Wildlife Grants program. Regular communication with this section will be valuable.

Contacts:
Kate Haley, Program Administrator: (850) 617-9503 ext 9503
Andrea Alden, Wildlife Legacy Biologist: (727) 502-4794

6.1.8: Invasive Plant Management Section (IPM)

The Invasive Plant Management Section provides technical and financial assistance to assist in the control of upland and aquatic invasive exotic plants. The Invasive Plant Management Section may serve as a resource in identifying appropriate solutions to, and funding for, exotic plant issues.

Contacts:
Bill Caton, Section Leader: (850) 617-9428
Linda King, Subsection Leader: (850) 617-9428
Donald Eggeman, Biological Administrator: (850) 617-9500
Danielle Kirkland, Biological Administrator: (863) 534-7074
Michael Sowinski, Biological Scientist: (863) 534-7074

6.2: South Florida Water Management District (SFWMD)

The SFWMD is responsible for permitting for hydrologic activities as needed. The SFWMD should be contacted in regards to ditch-block construction and other activities intended to improve hydrologic conditions on BWWMA.

Contacts:
Steve Sentes, (239)-338-2828 ext 7754
Phil Flood, Jr., Intergovernmental and Outreach Representative:
(239) 338-2929 ext 7768

6.3: Southwest Florida Water Management District (SWFWMD)

The SWFWMD is responsible for permitting for hydrologic activities as needed.

Contacts:
Nicole Mytyk: (813) 985-7481 x 6591

6.4: Florida Bat Conservancy (FBC)

The FBC conducted surveys and assisted in identifying best locations for bat houses on BWWMA. Continued coordination with FBC for activities relating to Florida bonneted bats is recommended.

Contact:
George Marks, President FloridaBatConservancy@gmail.com
Cyndi Marks, Executive Director, FloridaBatConservancy@gmail.com
Amy Clifton: FBC agency contact, (727) 710-2287

6.5: Florida Forest Service (FFS)

The FFS provides authorizations for prescribed burning and assists in controlling escaped fires. FFS can provide assistance with timber management including administration of contracts for thinning operations. BWWMA staff should continue to coordinate prescribed fire and timber management activities with FFS.

Contacts:
Ed Flowers, Forestry Resource Administrator, Myakka District: 941-727-6475
Butch Mallett, Senior Forester: (850) 228-7809

6.6: Avian Research and Conservation Institute (ARCI)

ARCI surveys and keeps information on American swallow-tailed kite and short-tailed hawk populations. Location information on the swallow-tailed kite and short-tailed hawk, particularly nests or nesting behavior, should be shared with ARCI.

Contacts:
Dr. Ken Meyer, Avian Researcher: (352) 335-4151; meyer@arcinst.org
Gina Kent, Research Ecologist and Coordinator: (352) 514-5607;
ginakent@arciinst.org

6.7: Florida Natural Areas Inventory (FNAI)

FNAI collects, interprets, and disseminates ecological information critical to the conservation of Florida's biological diversity. The FNAI's database and expertise facilitate environmentally sound planning and natural resource management to protect the plants, animals, and communities that represent Florida's natural heritage. The FNAI maintains a database of rare and listed species that is often used for planning purposes. As such, staff should share information about tracked species occurrences on BWWMA with FNAI to ensure this information is included in their database. FWC also has a contract with FNAI for plant and animal surveys if the need exists and resources are available.

Contacts:
Dan Hipes, Chief Scientist: (850) 224-8207
Kim Gulledge, Senior Ecologist: (850) 224-8207

6.8: United States Fish and Wildlife Service (USFWS)

The USFWS has listed the Florida bonneted bat as an Endangered species and works with FWC to collect information on the species on BWWMA. Other federally listed species modeled to have potential habitat on BWWMA include the Florida panther and wood storks. FWC should continue to partner with the USFWS on projects relating to any federally-listed species, including red-cockaded woodpecker monitoring and management.

Contacts:
Paula Halupa, Listing, Candidate Conservation, and Recovery: (772) 562-3909 x 257
Marilyn Knight, Endangered Species Recovery: (772) 562-3909 x 287
Will McDearman, RCW Recovery Coordinator: will_mcdearman@fws.gov

6.9: Florida Bonneted Bat Working Group

The Florida Bonneted Bat Working Group was formed to address the conservation needs of this species across its range. Members include the FWC, USFWS, NPS, ZooMiami, FBC, and several other private and public entities. BWWMA staff participates in this group, as well as the Regional Conservation Biologist, Mammal Taxa Coordinator and FWRI Staff.

Contacts:
Mike Kemmerer, BWWMA Area Manager, FWC: (941) 833-2555
Jennifer Myers, FWC Regional Conservation Biologist: (863) 581-6949
Melissa Tucker, FWC Mammalian Taxa Coordinator: (386) 758-0525 ext 114
Jeff Gore, FWRI Biological Administrator (mammals): (850) 265-3677

6.10: Red-Cockaded Woodpecker Management Advisory Group (RCWMAG)

In 2012, a Red-cockaded Woodpecker Management Advisory Group (RCWMAG) was created. The objective of this group is to identify problems, actions, and deliverables as related to the successful management of Webb's red-cockaded woodpecker population and associated timber resources and build consensus among all staff involved in the sustainable management of area resources. The RCWMAG will take the lead on updating the Red-cockaded Woodpecker Management Plan for BWWMA (Section 3.2.14).

Contacts:
Steve Shattler, FWC, MAG Leader: (863) 441-5077
Chad Allison, FWC District Biologist: (863) 648-3200

6.11: United States Geological Survey (USGS)

The USGS is working on an adaptive management study to provide information to FWC on factors that may affect northern bobwhite harvest on BWWMA. This study was completed in 2013 and is currently under review with FWC. Staff will continue to work with the USGS to collect data, evaluate research results and modify management practices as needed.

Contact:
Fred Johnson, Wildlife Biologist: (352) 264-3488

6.12: Tall Timbers Research Station (TTRS)

TTRS conducts statewide research and monitoring on northern bobwhite quail populations. BWWMA staff should continue to coordinate with TTRS as needed on issues affecting quail research, monitoring and harvest on BWWMA. Staff from TTRS also collected genetic data on brown-headed nuthatches on BWWMA.

Contact:
Bill Palmer, Executive Director (northern bobwhite): (850) 668-7781
Jim Cox, Research Biologist (brown-headed nuthatch): (850) 893-6470

6.13: Mississippi State University

Mississippi State University is involved with the Quail Research Project on BWWMA. Staff should interact with representatives of the Quail Research Project when discussing rule changes and future research for northern bobwhite on BWWMA.

Contact:
James Martin, Assistant Professor: (662) 325-7607

6.14: Charlotte Harbor Flatwoods Initiative (CHFI)

The Charlotte Harbor Flatwoods Initiative includes several representatives of state agencies, county governments, federal agencies and private interests with the purpose of addressing watershed problems on BWWMA and in the surrounding landscape. FWC will continue to participate in this group to facilitate local and regional hydrologic restoration.

Contacts:
Phil Flood, Jr., South Florida Water Management District: (239) 338-2929 ext 7768

6.15: Babcock Ranch Preserve (BRP)

Babcock Ranch Preserve is immediately adjacent to the east of BWWMA and is cooperatively managed by Babcock Ranch, Inc., Babcock Ranch Management, LLC, the FWC, the Florida Forest Service (FFS) and Lee County (on the Lee County portion). BRP protects regionally important water resources, diverse natural habitats, and historic and cultural resources. Many species occur on BRP that also occur on BWWMA, including red-cockaded woodpeckers, Sherman's fox squirrels, Florida bonneted bats and Bachman's sparrows. After 2016, ownership of BRP will fall to FFS, which will cooperate with FWC in management of the area. Please contact FFS at that point for management concerns.

Contacts:
Steve Smith, Vice President and General Manager: (941) 639-3958

6.16: Lee County

Lee County staff participates in the Charlotte Harbor Flatwoods Initiative, and Cathy Olson conducts an annual Breeding Bird Survey and National Migratory Bird Survey on Webb. Staff should interact with Lee County yearly to obtain results from avian surveys.

Contact:
Cathy Olson: (239) 533-7455

6.17: Peace River Audubon Society

The Peace River Audubon Society conducts an annual Christmas Bird Count on Webb. Staff should contact the Audubon Society yearly to obtain results of bird counts.

Contact:
Tony Licata, Christmas Bird Count Coordinator: (941) 505-9735, alicata@dcwis.com

Section 7: Beyond the Boundaries Considerations

BWWMA encompasses a large area and has enough potential habitat to support independent, viable populations of many focal species. With appropriate management, BWWMA will continue to fulfill its conservation role. Through proper management of flatwoods, BWWMA can help support a number of fire-dependent species, such as the red-cockaded woodpecker, Bachman's sparrow, brown-headed nuthatch, northern bobwhite, and Sherman's fox squirrel. Many of BWWMA's wide-ranging focal species (e.g. Florida black bear, Florida panther, Cooper's hawk, southern bald eagle, and American swallow-tailed kite) are not common on the area, but will continue to occasionally use BWWMA because of the large amount of potential habitat in the region, including BRP. Furthermore, the surrounding network of conservation lands will help ensure the persistence of many of the wide-ranging focal species.

The current management boundaries do not include all important habitat for focal species, such as the lands identified as Strategic Habitat Conservation Areas (SHCAs) for American swallow-tailed kite and Cooper's hawk. The FWC originally identified SHCAs in the Closing the Gaps in Florida's Wildlife Habitat Conservation System report. The goal of SHCAs is to identify the minimum amount of land needed in Florida to ensure long-term survival of key components to Florida's biological diversity. The SHCAs identify important habitat conservation needs remaining on private lands. New SHCAs have been identified in a recent FWC update to the Closing the Gaps entitled Wildlife Habitat Conservation Needs in Florida. This report identified SHCAs within 3 miles of BWWMA for the American swallow-tailed kite, Cooper's hawk, Florida panther, burrowing owl, Florida scrub-jay, and Florida grasshopper sparrow. Although it is unlikely Florida will acquire all property identified in SHCAs, encouraging land use and management that is compatible with the needs of BWWMA focal species should be a priority in this area.

Significant human population growth is projected to occur by the year 2060 in the area surrounding BWWMA and BRP. While the current conditions on BWWMA and

neighboring conservation areas provide an opportunity to further the conservation of many focal and imperiled species, changes in management or land use beyond the boundaries could have a significant effect. Any changes that impede the ability to use prescribed fire would be detrimental to fire-dependent species such as the red-cockaded woodpecker, northern bobwhite, brown-headed nuthatch, Bachman's sparrow, and many of the listed plants. Further degradation of hydrologic resources would be detrimental to wading birds and limpkins, as well as some of the listed plants.

Staff should coordinate with CPS to ensure private landowners around BWWMA are informed about incentive programs that encourage conservation-based management, and that they receive the proper technical assistance to affect this management. CPS should also ensure environmental commenting includes recommendations for compatible uses of lands adjacent to BWWMA.

Document Map

Species	Species Assessment	Land Management Actions	Species Management Actions	Species Monitoring	Research	Coordination
Gopher Frog	Section 3.2.1	Section 4.3.1		Section 5.2.4		Section 6.1.4
Florida Pine Snake	Section 3.2.2	Section 4.3.2		Section 5.2.4		Section 6.1.4
Gopher Tortoise	Section 3.2.3	Section 4.3.3		Section 5.2.4		
American Swallow-Tailed Kite	Section 3.2.4	Section 4.3.4		Section 5.2.4		Section 6.6
Bachman's Sparrow	Section 3.2.5	Section 4.3.5		Section 5.2.4		Section 6.1.4, 6.16, 6.17
Brown-Headed Nuthatch	Section 3.2.6	Section 4.3.6		Section 5.2.4		Section 6.1.2, 6.16, 6.17
Burrowing Owl	Section 3.2.7	Section 4.3.7		Section 5.2.4		
Cooper's Hawk	Section 3.2.8	Section 4.3.8		Section 5.2.4		
Crested Caracara	Section 3.2.9	Section 4.3.9		Section 5.2.4		
Florida Mottled Duck	Section 3.2.10			Section 5.2.4		
Florida Sandhill Crane	Section 3.2.11	Section 4.3.10		Section 5.2.4		
Limpkin	Section 3.2.12	Section 4.3.11		Section 5.2.4		
Northern Bobwhite	Section 3.2.13	Section 4.3.12	Section 5.1.1	Section 5.2.1		Section 6.1.2, 6.11, 6.12, 6.13
Red-Cockaded Woodpecker	Section 3.2.14	Section 4.3.13	Section 5.1.2	Section 5.2.2		Section 6.1.1, 6.8, 6.10
Southeastern American Kestrel	Section 3.2.15	Section 4.3.14		Section 5.2.4		Section 6.1.4
Southern Bald Eagle	Section 3.2.16	Section 4.3.15		Section 5.2.4		Section 6.1.1
Wading Birds	Section 3.2.17	Section 4.3.16		Section 5.2.4		Section 6.1.3,
Florida Black Bear	Section 3.2.18	Section 4.3.17		Section 5.2.4		Section 6.1.4, 6.1.6,
Florida Bonneted Bat	Section 3.2.19	Section 4.3.18	Section 5.1.3	Section 5.2.3	Section 5.3.1	Section 6.1.1, 6.1.4, 6.4, 6.8, 6.9
Florida Panther	Section 3.2.20	Section 4.3.19		Section 5.2.4		Section 6.1.4, 6.1.6
Sherman's Fox Squirrel	Section 3.2.21			Section 5.2.4		
Limited Opportunity Spp.	Section 3.2.22			Section 5.2.4		Section 6.1.1, 6.1.4

11.16 Timber Assessment

TIMBER ASSESSMENT
FRED C. BABCOCK/CECIL M. WEBB
WILDLIFE MANAGEMENT AREA
PREPARED BY
BUTCH MALLETT
SENIOR FORESTER, OTHER PUBLIC LANDS REGION 4
FLORIDA FOREST SERVICE
FEBRUARY 2014

INTRODUCTION

PURPOSE

This document is intended to fulfill the timber assessment requirement for Fred C. Babcock/Cecil M. Webb Wildlife Management Area (BWWMA) as required by Section 1. Section 253.036, Florida Statutes. The goal of this *Timber Assessment* is to evaluate the potential and feasibility of managing timber resources for conservation and revenue generation purposes.

BACKGROUND

The original 19 sections of BWWMA were purchased by the state in 1941. Additional land was bought through the years until the current 65,758 acres were reached. These later purchases include the 14,577-acre Yucca Pens Unit that lies west of U. S. Highway 41 and east of Burnt Store Road. Quail and deer hunting, along with some fishing in man-made borrow pits, have been the primary uses of BWWMA since the state acquired the property.

GOALS AND OBJECTIVES

The primary timber management objective for BWWMA is to restore where necessary and maintain a healthy South Florida flatwoods ecosystem.

WILDLIFE MANAGEMENT

Game Species

BWWMA is a quail management area where FWC used annual winter prescribed burning extensively for many years. In recent years, land managers have shifted to year-round burns. These prescribed fires favor the production of northern bobwhite (*Colinus virginianus*) and white-tailed deer (*Odocoileus virginianus*) by producing nutritious forage and encouraging seed, bud, and insect production. However, there is believed to be a lack of mature hardwood communities that limits turkeys (*Meleagris gallopavo*

osceola). To address this deficiency, extensive planting of hardwood tree species and protection from prescribed burns would be needed.

Nongame Species
Healthy flatwoods communities are characterized by open, uneven-aged pine stands that allow a considerable amount of sunlight to reach the forest floor. Ground cover is a diverse mixture of grasses, herbaceous plants, and dried pine needles that foster frequent lightning season fires. Saw palmettos are scattered and low growing.

A premier "indicator species" with regards to the health of mesic pine flatwoods is the red-cockaded woodpecker (*Picoides borealis*) (RCW). Management activities that maintain viable populations of RCWs may also benefit other native flora and fauna. At present, BWWMA has approximately 38 active RCW clusters and 28 potential breeding pairs. Of these, around 20 produce fledglings each year.

TIMBER MANAGEMENT

Timber management is an effective tool used to restore and maintain healthy ecosystems. Pine trees are removed to allow more sunlight to reach the forest floor or provide access for machinery to control unwanted vegetation. Seedlings are planted or natural regeneration is encouraged where stands are too thin or young trees are lacking. A side benefit to these management practices is quite often marketable, revenue-producing tree products.

The only commercially valuable tree species on BWWMA is South Florida slash pine (*Pinus elliotti var. densa*) (SFSP). However, longleaf pine (*Pinus palustris*) (LLP) has been observed growing on slightly drier sites on the area. LLP was likely a component of these flatwoods ecosystems at some time in the past.

Large expanses of nothing but old or young trees do not function like healthy flatwoods ecosystems. Old growth trees are necessary to provide cavity sites for RCWs. But, having nothing but old trees in a stand is dangerous. As pine trees grow older, they become less vigorous and are more likely to succumb to insects, disease, or other stresses. Waiting until a stand of old trees starts to die before being concerned about regeneration is asking for major ecosystem disruption. Slash pine has a life expectancy of about 100 years. To insure a steady supply of pine trees old enough to function as RCW cavity trees, some long-term planning and management is required. Stands should contain a mixture of all age classes.

GENERAL GUIDELINES

A useful measurement of tree stocking and density is its basal area per acre (BA). BA is the cross sectional area (in square feet) of a tree measured four and one-half feet above the ground. (The diameter of individual trees measured at this height is referred to as its diameter breast height or DBH.) Fully stocked pine stands have enough trees per acre of

a size large enough to utilize the growing space without causing over-crowding. SFSP stands with 70 to 100 square feet of BA are considered fully stocked. It requires more, smaller diameter trees than it does larger diameter trees to equal one square foot of BA. (For example: It takes 357 evenly spaced, six-inch diameter breast height trees to equal 70 sq. ft. BA. Whereas, only 89 twelve-inch DBH trees per acre equal the same 70 sq. ft. BA.)

BA can be roughly correlated to crown coverage and therefore needle-cast. About 40 to 60 sq. ft. BA should provide sufficient needle-cast to carry prescribed fire and adequate sunlight for native grasses to be maintained.

To create uneven aged pine stands, group selection openings are sometimes cut during thinning activities. These openings allow young trees to become established by seed fall from nearby trees or by planting seedlings. Since SFSP or LLP seedlings require direct sunlight to grow, all trees within the opening must be removed. However, openings can be as small as one-half acre. For natural regeneration, the ideal width of the openings is about two to three chains. To prevent saplings growing in these openings from becoming barriers to RCW flight patterns, group selections should not exceed five acres in size.

Combined acreage of all openings cut within a stand during each thinning is kept to no more than five to ten percent of the total stand acreage. Since each stand only gets thinned every ten-plus years, over-harvesting of old-growth trees is avoided and a steady supply of young trees is ensured. In other words, after six ten-year cutting cycles at least 40 % of a stand would have 60+ year-old trees and 60% would range from seedlings to 50 year-old trees. Group selection openings in pure stands of South Florida slash are an excellent place to induce species diversity by planting LLP seedlings.

Planting activities, group selection openings, palmetto control measures, and natural regeneration in thin stands will produce young tree stands of various sizes. A well-stocked stand of young pine trees will usually require the removal of weak, diseased, and some over-crowded trees beginning by the age of 15 to 20 years. By this time, the crowns have grown together and ground cover begins to get shaded out. Harvesting a portion of the timber maintains healthy pine growth and provides sunlight to the forest floor. Trees removed in the thinning process can be sold to generate revenue to be used in other land management projects. Likely markets for early thinnings from pine stands currently include pulpwood, fence posts and landscape mulch.

Due to shading effects, trees grown in tight spacing produce fewer and smaller lower limbs. The shedding of the lower limbs makes them more desirable for fence posts and later, more valuable products. Planting at least 400 seedlings per acre also helps insure the marketability of the pine trees and increases future management options.

The need for second and later thinnings will depend on how low the BA was taken in the first thin and successive growth rate. If the BA is reduced to 40 to 60 sq. ft. in the first cut, another harvest will probably be needed in fifteen to twenty years. Using this

method of successive thinning can generate significant revenues and still maintain a stand of pine trees and a healthy ecosystem.

In current or potential RCW clusters a BA of at least 40 square feet of 60+ year old pine trees should be maintained. These stands should also include a mixture of younger age classes up to about 60 sq. ft. BA. Nearby stands should be managed with an eye toward becoming RCW foraging zones and future cluster sites. Raising stocking levels of pine trees in the thousands of acres of severely under-stocked stands will increase future options for land managers as well as RCWs.

EXISTING RESOURCES

BWWMA is a large tract of land. Identifying individual stands and defining exact acres requiring a specific management practice is beyond the scope of this assessment. A more detailed Timber Stand Description is needed to properly plan long-term timber management activities. In 2004 an RCW habitat assessment was conducted by Landmark Consultants. They identified stands where management was needed, aligned RCW habitat with the structure of existing tree stands, and provided recommendations for more effective management.

The following are general descriptions and management recommendations. A prime objective on this tract is to maintain a healthy ground cover of grasses and forbs. Adequate sunlight must reach the ground to achieve this goal. From a timber management standpoint, this means that in general pine-stocking levels need to be maintained in the 40 to 60 sq. ft. BA range.

Plantations

There are several existing pine plantations on the north end of the property. Those near the Boy Scout camp have not been thinned and have a BA of over 100 sq. ft.

Recommendations

Stands not previously thinned should be cut back to 40 to 60 sq. ft. BA during the first thinning. Do this by first removing the diseased, deformed, suppressed, and over crowded trees. Retained trees should be healthy, vigorous, and well spaced.

Natural

BAs of natural SFSP stands throughout BWWMA vary from 0 to over 120 sq. ft. per acre. Stand ages are mostly mixed with a limited number of trees over 60 years. Regeneration under 10 to 15 years of age is even rarer, especially in areas of annual prescribed burns.

Recommendations

<10 BA - These areas have insufficient pine trees to regenerate themselves. Control the saw palmetto through the use of roller drum choppers and fire. Plant SFSP as described

under Artificial Regeneration section below. To increase species diversity, some drier sites might be considered suitable for planting of LLP seedlings.

Many factors affect the need for and timing of future thinnings. These include initial planting density, number of trees surviving to merchantable size, crown closure (ground cover shading), and loss of crown. As soon as the trees achieve crown closure, thin the stand to 40 to 60 sq. ft. BA by first removing the weak, diseased, and suppressed trees. At the same time, enough of the co-dominant trees should be removed to reach the proper spacing.

The thinning process is repeated every time the stand approaches 100 sq. ft. BA or ground cover begins to be shaded out. Thinning to as low as 40 sq. ft. BA with re-treatment at 80 to 100 sq. ft. to insure open, grassy stands is reasonable in second or subsequent harvests.

10 to 30 BA - These stands may or may not have enough seed trees to regenerate themselves. Though for certain, any further loss of mature trees could preclude a healthy future. Stands with these marginally low BAs should be included in the regeneration plan. See natural and artificial sections regeneration below.

40 to 60 BA - These stands have an adequate number of pine trees to utilize the growing space without over crowding. No harvests are necessary in these stands unless thinning is required to allow access for roller drum chopping of palmettos. If chopping is needed, follow spacing recommendations as described in the Natural Regeneration section. In large stands with little regeneration, some group selection openings may be cut to promote seedling establishment.

>70 BA - Pine stands with this level of stocking are probably beginning to shade out the ground cover. These stands should be thinned to 40 to 60 sq. ft. BA. If chopping for palmetto control is needed, follow spacing recommendations as described in the Natural Regeneration section. Group selection openings should be scattered throughout these stands to promote seedling establishment.

Implementation of recommended timber management practices should begin within the next fiscal year. Pine stands with BA of over 100 sq. ft. and a heavy saw palmetto understory should be the first to be treated. As much as 500 acres per year of such stands could be thinned for the next few years without getting too far ahead of a stand description generated management plan. Revenues generated from sale of these thinnings can be used to pay for habitat restoration, pine reestablishment, and the comprehensive timber stand description/management plan.

SALVAGE SALES

On occasion, small volumes of wood may need to be removed due to fire, windstorm, insect or other damage. The decision whether or not to harvest the affected timber will

depend on the threat to the surrounding stands, risk of collateral ecological damage, and the volume/value of the trees involved. For example, small, isolated lightning-strike beetle kills are a natural part of a healthy ecosystem and normally would not be cut. However, if a drought caused the insect infestation to spread, the infected trees and a buffer zone might have to be removed.

NATURAL REGENERATION

Recommendations

10 to 30 BA – As trees mature and begin to bear cones, control saw palmetto height and density. This can be accomplished by burning the stand in late winter or early spring to remove most of the fronds. Then roller drum chop the palmettos prior to the summer rainy season with a chopper heavy enough to sever their stems (probably a medium or heavy, single or tandem). A second burn in the summer after the chopping is complete would be beneficial if a fire will carry.

If for any reason an adequate number of young seedlings are not established by the second summer following the initial chopping, burn the stand again prior to end of the rainy season. This will allow some grasses to re-grow enough to protect the seeds and fragile seedlings.

Once 400 to 600 seedlings per acre are established and growing, withhold fire from the stand for at least two to three years. Timing of reintroduction of prescribed fire into regenerated stands will depend on seedling height growth and fuel loads. Generally, 400 or more trees per acre should be at least four feet in light fuels or ten feet in heavier fuels before the stand is burned. With short trees and heavier fuels, the first burn might have to be accomplished at night to prevent excessive scorch and mortality. These stands can probably be returned to the normal rotation following the first post-establishment burn, if fuels are light and fire frequent enough,.

30 to 50 BA - Again control saw palmetto as above. These stands may require thinning alone or in combination with group selection cuts to allow the roller choppers to treat the palmettos without killing remnant pine trees. Spacing between leave trees or clusters of leave trees should be at least 20 to 30 feet to give room for the tractor and chopper to operate. Group selection openings should be at least two chains wide to allow adequate sunlight for sapling growth. Follow the fire regime as described above.

> 50 BA - These stands need reforestation treatment only where saw palmetto must be controlled or additional age classes are desired (i.e. insufficient number of trees younger than ten years old). Where palmetto control is a priority, thin pines to 40 sq. ft. per acre (at least 20 to 30 feet between leave trees or clusters if chopping is required). Scatter group selection openings throughout the stand. These openings are not necessary in stands that occur as strands with under-stocked areas close enough to utilize the natural seedfall. Roller-chop the stand, evaluate success and implement fire regime as above. If palmetto is not a problem, skip the chopping. Then, evaluate success and burn as above.

ARTIFICIAL REGENAERATION

Hand Planting

Hand planting of either bare-root or containerized SFSP seedlings is one option for reestablishment in areas where an inadequate number of seed trees exists. Bare-root trees are planted in the winter. Tubelings can be planted in winter or summer, thereby extending the planting season. Recommendations for planting of LLP seedlings are basically the same as for SFSP.

Plant approximately 400 seedlings (depending on soil carrying capacity and historical data) per acre at varying spacing. On poorer sites as few as 200 seedlings per acre can be planted.

A word of caution about hand-planted tubelings. To ensure survival of relatively high-priced containerized stock, some form of herbicidal control may be necessary. Competition from grasses for soil moisture during hot, dry weather can cause severe losses of young seedlings. Applying a contact herbicide such as Roundup in either 2' wide strips or in spots can control these grasses. The herbicide should be applied far enough in advance of planting time so the grasses have time to "brown up" and indicate where to plant the seedlings.

Machine Planting

Meander the planting of bare-root or containerized SFSP seedlings at an average of about 400 trees per acre. It is more difficult to vary the spacing and make the planting look random with machine planting. This is due primarily to the inability of tree planters to make sharp turns and still pack the soil around the seedlings roots. Tight turns are also hard on the planter's bearings. The desired effect can be obtained by gradually curving the planting rows and varying the distance between and within the rows.

Again competition for soil moisture during dry weather can cause heavy losses of seedlings and waste of planting costs. Where grass is thick, it is best to either herbicide strips as described above or use a combination planter/scalper to plant the seedlings. The scalper should be set to no more than 2 to 3 inches deep and 18 to 24 inches wide. These settings will minimize soil disturbance and maintain continuity of fuels for future prescribed burns, but the seedlings will have a decent chance of survival.

Direct Seeding

Direct seeding of SFSP can be used to simulate more natural densities and distribution. However, an adequate seedbed must still be prepared by roller-drum chopping of heavy saw palmettos and burning of leaf litter to expose bare mineral soil. Even with these measures in place, managers can not be assured of an adequate crop of seedlings. It is recommended that direct seeding only be used when excess, low cost seed is used.

Seed should be treated with repellent prior to being broadcast for prevention of animal predation. Then, they should be spread at the rate of ¼ to 1/2 lbs. per acre using a tractor-mounted spreader or aerially. Seed should be spread in the late fall or early

winter. Assess survival after the first summer to determine the need for supplemental planting. Protect seedlings from fire until they reach a height of four feet in light fuels or ten feet in heavier fuels. The first prescribed burn after establishment should be conducted at night.

MISCELLANEOUS FOREST PRODUCTS

Pine Cones

Seed from native SFSP is needed to help restore flatwoods ecosystems throughout the lower half of the state. BWWMA's open pine stands with low ground cover are ideal for collecting pine cones. The seed obtained by collection activities may not generate any revenue, but they can be invaluable in restoration of cutover portions of BWWMA and other state lands in the region.

PRESCRIBED FIRE

Lightning-induced fires are natural to Florida mesic flatwoods communities. Prior to European settlement, they occurred at regular intervals of one to five years. Without fire, native habitats would probably have turned into densely shaded hardwood hammocks. Introduction of effective fire suppression in the mid-1900s resulted in thick stands of saw-palmetto and subsequent loss of other grassy and herbaceous ground covers. Use of prescribed fire is essential to the maintenance of open healthy, pine-dominated ecosystems.

Saw palmetto heights have been kept to a minimum due to the frequent winter burns. However, their density does not appear to have been reduced.

Burning is essential to maintaining a healthy flatwoods ecosystem. However, caution must be exercised when reintroducing fire into these systems. Survival of expensive, newly established seedlings depends on timing and careful execution of burns. To prevent damage to delicate root systems and avoid smoky duff fires, be sure that there is adequate moisture in any organic matter thicker than approximately one inch. In stands with heavy duff layers, try to burn no more than one inch of duff at a time on approximately two to three-year intervals. At least the first burn should be at nighttime, during the dormant season after the seedlings have reached four feet or more in height and there is enough needle litter to carry the fire. If ground fuels are not too heavy, succeeding burns can be switched to the growing season.

ACCESS

BWWMA has an extensive network of roads that can be used for forest management purposes. However, many of them would benefit from reinforcement with rock or shell to support the heavy trucks used in timber operations. It is beneficial to establish a few

primary roads for access to quadrants of the tract. These road improvements benefit other activities including hunting access and prescribed burning. It also reduces wear and tear on FWC trucks and travel time across the area.

SUMMARY

In rapidly urbanizing areas of the state, public lands are often the only refuges for native plant and animal communities. Restoring and maintaining these ecosystems is an important function of land managers. Merchantable timber is a byproduct of good ecosystem management. Timber harvests can be carefully designed to protect water quality and create openings in the tree canopy allowing sunlight to reach the forest floor. These clearings and their ecotones are favorite spots used by wildlife for feeding, resting, mating, nesting, and rearing of offspring. The added sunlight allows new pine seedlings to become established in their native ecosystems and grow to replace trees killed by lightning, insects or disease. In all restoration scenarios, the exact methods and final results will be guided by the best available ecological information to conserve biodiversity of the affected habitats.

Mechanical equipment, used in timber harvests, helps reduce dense understory vegetation such as saw palmetto, gallberry and invasive plants. Thinning of dense timber stands also allows a tractor pulled roller-drum chopper to reduce the understory vegetation. This fuel reduction makes the introduction of prescribed fire easier, safer and more effective. The ability to maintain a frequent burning schedule is essential to keeping healthy ground cover.

Markets for pine timber thinning have been strong and relatively stable for several years. Likely purchasers of forest products from BWWMA include a fence post company, a small piling/pole/post mill, a few small sawmills, and several landscape mulch plants. Keep in mind that successful timber sales may require timing to match market conditions. The secret to timing the markets is to be flexible about when stands need to be cut and keeping up with market factors throughout the state.

Money generated through sales of timber products can relieve the burden on taxpayers for much needed management activities.

11.17 Management Procedures Guidelines - Management of Archaeological and Historical Resources

Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties
(revised June 2021)

These procedures apply to state agencies, local governments, and non-profits that manage state-owned properties.

A. Historic Property Definition

Historic properties include archaeological sites and historic structures as well as other types of resources. Chapter 267, Florida Statutes states: " '*Historic property' or 'historic resource' means any prehistoric district, site, building, object, or other real or personal property of historical, architectural, or archaeological value, and folklife resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state."*

B. Agency Responsibilities

Per Chapter 267, *F.S.* and state policy related to historic properties, state agencies of the executive branch must provide the Division of Historical Resources (Division) the opportunity to comment on any undertakings with the potential to affect historic properties that are listed, or eligible for listing, in the National Register of Historic Places, whether these undertakings directly involve the state agency, i.e., land management responsibilities, or the state agency has indirect jurisdiction, i.e. permitting authority, grants, etc. No state funds should be expended on the undertaking until the Division has the opportunity to review and comment on the undertaking. (267.061(2)(a))

State agencies must consult with the Division when, as a result of state action or assistance, a historic property will be demolished or substantially altered in a way that will adversely affect the property. State agencies must take timely steps to consider feasible and prudent alternatives to the adverse effect. If no feasible or prudent alternatives exist, the state agency must take timely steps to avoid or mitigate the adverse effect. (267.061(2)(b))

State agencies must consult with Division to establish a program to locate, inventory and evaluate all historic properties under ownership or controlled by the agency. (267.061(2)(c))

State agencies are responsible for preserving historic properties under their control. State agencies are directed to use historic properties available to the agency when that use is consistent with the historic property and the agency's mission. State agencies are also directed to pursue preservation of historic properties to support their continued use. (267.061(2)(d))

C. Statutory Authority

The full text of Chapter 267, F.S. and additional information related to the treatment of historic properties is available at:

https://dos.myflorida.com/historical/preservation/compliance-and-review/regulations-guidelines/

D. Management Implementation

Although the Division sits on the Acquisition and Restoration Council and approves land management plans, these plans are conceptual and do not include detailed project information. Specific information for individual projects must be submitted to the Division for review and comment.

Managers of state lands must coordinate any land clearing or ground disturbing activities with the Division to allow for review and comment on the proposed project. The Division's recommendations may include, but are not limited to: approval of the project as submitted, recommendation for a cultural resource assessment survey by a qualified professional archaeologist, and modifications to the proposed project to avoid or mitigate potential adverse effects.

Projects such as additions or alterations to historic structures as well as new construction must also be submitted to the Division for review. Projects involving structures fifty years of age or older must be submitted to the Division for a significance determination**.** In rare cases, structures under fifty years of age may be deemed historically significant.

Adverse effects to historic properties must be avoided when possible, and if avoidance is not possible, additional consultation with the Division is necessary to develop a mitigation plan. Furthermore, managers of state property should make preparations for locating and evaluating historic properties, both archaeological sites and historic structures.

E. Archaeological Resource Management (ARM) Training

The ARM Training Course introduces state land managers to the nature of archaeological resources, Florida archaeology, and the role of the Division in managing state-owned archaeological resources. Participants gain a better understanding of the requirements of state and federal laws with regard to protecting and managing archaeological sites on state managed lands. Participants also receive a certificate recognizing their ability to conduct limited monitoring activities in accordance with the Division's Review Procedure, thereby reducing the time and money spent to comply with state regulations. Additional information regarding the ARM Training Course is available at:

https://dos.myflorida.com/historical/archaeology/education/arm-training-courses/

F. Matrix for Ground Disturbance on State Lands

The matrix is a tool designed to help streamline the Division's Review Procedure. The matrix allows state land managers to make decisions about balancing ground disturbance and stewardship of historic resources. The matrix establishes types of undertakings that are either minor or major disturbances and then guides the land manager to consult the Division, conduct ARM-trained project monitoring, or proceed with the project. Additional information regarding the matrix is available at:

https://dos.myflorida.com/historical/archaeology/education/dhr-matrix-for-ground-disturbance-on-state-lands/

G. Human Remains Treatment

Chapter 872, *Florida Statutes* makes it illegal to willfully and knowingly disturb human remains. In the event human remains are discovered, cease all activity in the area that may disturb the remains. Leave the bones and nearby items in place. Immediately notify law enforcement or the local district medical examiner of the discovery and follow the provisions of Chapter 872, FS. Additional information regarding the treatment of human remains and cemeteries is available at:

https://dos.myflorida.com/historical/archaeology/human-remains/
https://dos.myflorida.com/historical/archaeology/human-remains/abandoned-cemeteries/what-are-the-applicable-laws-and-regulations/

H. Division of Historical Resources Review Procedure

Projects on state owned or controlled properties may submit projects to the Division for review using the streamlined State Lands Consultation Form. The form provides instructions to submit projects for review and outlines the necessary information for the Division to complete the review process. The State Lands Consultation Form and additional information about the Division's review process is available at:

https://dos.myflorida.com/historical/preservation/compliance-and-review/state-lands-review/

Questions relating to the treatment of archaeological and historic resources on state lands should be directed to:

Compliance and Review Section
Bureau of Historic Preservation
Division of Historical Resources
R. A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

StateLandsCompliance@dos.myflorida.com

Phone: (850) 245-6333
Toll Free: (800) 847-7278
Fax: (850) 245-6435

11.18 Land Management Uniform Accounting Council Categories

Land Management Uniform Cost Accounting Council and FWC Activity Code Groupings

Resource Management

Invasive and Nuisance Species Control

210 Invasive and nuisance species control

211 Invasive and nuisance plant control (mechanical)

212 Invasive and nuisance plant control (chemical)

Prescribed Burning

205 Prescribed burning

206 Prescribed burning C growing season (April 1 to September 30)

207 Prescribed burning C dormant season (October 1 to March 31)

208 Firebreaks

Cultural Resource Management

201 Cultural resource management

Timber Management

202 Timber management

Hydrological Management

194 Lake restoration

215 Hydrology management

216 Dams, dikes, levees

217 Canals

218 Water level management

Other

185 GIS

200 RESOURCE MANAGEMENT

203 Tree and shrub planting

213 Wildlife management

214 Listed Species management

219 Upland restoration

221 Animal surveys

228 Inland aerial surveys

235 Vegetation and plant surveys

250 MONITORING AND ASSESSMENTS

252 Biomedical monitoring

253 Ecological monitoring

256 Habitat monitoring analysis

263 Nest box monitoring

264 Population demographics

275 Permits and authorizations

276 Commission rule development and review

281 Technical assistance

282 Herbaceous seeding

283 Clearings

284 Feeding/watering

285 Nest structures

286 Population control

287 Stocking enhancements/population augmentation

288 Nuisance animal complaints 282 Herbaceous seeding

289 Native vegetation management (mechanical)

290 Native vegetation management (chemical)

293 Mortality investigations

294 Program coordination and implementation C inter- and intra-agency coordination and program implementation at the section, bureau, or division level

295 Biological data collection, analysis, and reporting

296 Habitat protection technical assistance

750 URTD assessment

789 Site Preparation – GCR

790 Irrigation – GCR

791 Seed Collection – Hand

792 Seed Collection – Mechanical

793 Herbicide Maintenance Treatment

Administration

Central Office/Headquarters

100 ADMINISTRATION C administrative tasks, including preparation of forms, word processing, photocopying, filing, and other clerical/secretarial duties.

104 Budget/purchasing/accounting

Districts/Regions

See Location code

Units/Projects

See Location code

Support

Land Management Planning

103 Meetings C includes workshops, conferences, staff, and other meetings.

204 Resource Planning

Land Management Reviews

101 Project inspection C field inspections of projects.

209 Land Management Reviews

Training/Staff Development

150 PERSONNEL MANAGEMENT C recruitment, hiring, training, counseling, and supervising.

Vehicle Purchase

128 New Vehicle and Equipment Purchase

Vehicle Operation and Maintenance

923 FEM C vehicles/equipment

Other

140 REPORT WRITING/EDITING/MANUSCRIPT PREPARATION

141 Grant applications

180 SYSTEMS ADMINISTRATION AND MANAGEMENT

182 Data management

184 Metadata development and management

187 IT

188 Web development

226 Human dimensions surveys

721 Geospatial analysis techniques

Capital Improvements

New Facility Construction

910 New facility construction C buildings/structures

912 New construction C roads/bridges

913 New construction C trails

914 New construction C fences

Facility Maintenance

920 Facility and equipment maintenance (FEM) C buildings/structures

921 FEM C utilities

922 FEM C custodial functions

925 FEM C boating access

926 FEM C roads/bridges

927 FEM C trails

928 FEM C fences

Visitor Services/Recreation

Information/Education Programs

145 Technical bulletin

Operations

311 Boundary signs

312 Informational signs

320 Outreach and education C attending or developing educational or informational materials or events for the public

341 Public use administration (hunting)

342 Public use administration (non-hunting)

350 Customer service support C disseminating written or verbal information or assistance to the public

700 STUDIES

740 EVALUATIONS AND ASSESSMENTS

11.19 Operation Plan Fiscal Year 2023-2024

Results for (7202) Fred C. Babcock/Cecil M. Webb FY 2024-2025

Activity 100 - Administration

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	80.00	$19,174.40	$1,587.20	$61,998.92	$82,760.52	12.00 Number	

Accomplishments

Attend meetings, manage budgets, maintain 12 OPS personnel to assist check station and land management operations;
OPS+ Staff Assistant.

Amount	Org Code	EO	Category	Description
$61,998.92	77352010100	72	100228	OPS+ Staff Assistant

Activity 128 - New Vehicle and Equipment Purchases

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	0.00	$0.00	$0.00	$170,000.00	$170,000.00	6.00 Number	NFR

Accomplishments

Purchase 3 new ATVs,1 replacement tractor, 1 transport bed, and 1 replacement UTV (bonneted bat).

Amount	Org Code	EO	Category	Description
$110,000.00	77352010100	25	100340	3 new ATVs and 1 replacement tractor
$25,000.00	77352010100	25	100340	Replacement UTV (Bonneted Bat)
$35,000.00	77352010100	25	100340	New transport bed

Activity 200 - Resource Management

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	10.00	$2,396.80	$198.40	$51,706.15	$54,301.35	1.00	

Accomplishments

Conduct game, non-game, and T&E resource management assignments as needed; OPS+ Species Inventory Biologist II.

Amount	Org Code	EO	Category	Description
$51,706.15	77352010100	29	100340	OPS+ Species Inventory Bio II

Activity 204 - Resource planning

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	90.00	$21,571.20	$1,785.60	$6,000.00	$29,356.80	0.00	

Accomplishments

Conduct various resource planning activities required to operate area.

Amount	Org Code	EO	Category	Description
$6,000.00	77352010100	72	100228	

Activity 206 - Prescribed burning - growing season

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	110.00	$26,364.80	$2,182.40	$59,187.57	$87,734.77	3,000.00 Acres	

Accomplishments

Prescribe burn approximately 3,000 acres; OPS Fire Crew.

Amount	Org Code	EO	Category	Description
$39,187.57	77352010100	72	100228	OPS Fire Crew
$20,000.00	77352010100	72	100228	

Activity 207 - Prescribed burning - dormant season

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	210.00	$50,332.80	$4,166.40	$69,187.57	$123,686.77	24,000.00 Acres	

Accomplishments

Prescribe burn approximately 24,000 acres; OPS Fire Crew.

Amount	Org Code	EO	Category	Description
$39,187.57	77352010100	72	100228	OPS Fire Crew
$30,000.00	77352010100	72	100228	

Activity 208 - Firebreaks

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	57.00	$13,661.76	$1,130.88	$6,000.00	$20,792.64	200.00 Miles	

Accomplishments

Maintain approximately 200 miles of firebreaks.

Amount	Org Code	EO	Category	Description
$6,000.00	77352010100	72	100228	

Activity 212 - Exotic plant control (chemical)

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	110.00	$26,364.80	$2,182.40	$1,722,964.20	$1,751,511.40	25,000.00 Acres	

Accomplishments

Systematic spraying of invasive plants on approximately 25,000 acres through contractors and OPS staff.

Amount	Org Code	EO	Category	Description
$920,000.00	77352010100	00	000000	Webb, 41 Tract, South Walk-In Invasive Plant Control
$152,964.20	77352010100	72	100228	OPS+ Herbicide Technicians
$650,000.00	77352010100	96	109940	Yucca Pens Invasive Plant Control

Activity 218 - Water level management

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	45.00	$10,785.60	$892.80	$169,000.00	$180,678.40	38.00 Number	

Accomplishments

Bond Farm monitoring wells and CHNEP/CHFI project (PASO). Manage 38 water control structures and monitoring wells.

Amount	Org Code	EO	Category	Description
$10,000.00	77352010100	72	100228	
$84,000.00	77352010100	25	100340	Water control gates and hydrological restoration
$75,000.00	77352090400	29	100340	Bond Farm monitoring wells

Activity 235 - Vegetation and plant surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	10.00	$2,396.80	$198.40	$2,000.00	$4,595.20	18.00 Number	

Accomplishments

Monitor 18 photoplots and establish new photoplots as new projects require.

Amount	Org Code	EO	Category	Description
$2,000.00	77352010100	72	100228	

Activity 289 - Native vegetation management (mechanical

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	53.00	$12,703.04	$1,051.52	$285,000.00	$298,754.56	1,000.00 Acres	

Accomplishments

Roller chop, disc, mulch and mow approximately 1,000 acres of pine flatwoods and WMA boundary through in-house and contracted applications.

Amount	Org Code	EO	Category	Description
$35,000.00	77352010100	72	100228	Roller chopping and discing
$250,000.00	77352010100	29	100340	Webb Boundary firebreak improvements, and Yucca Pens mechanical treatment / firebreak improvements

Activity 311 - Boundary signs

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	30.00	$7,190.40	$595.20	$6,000.00	$13,785.60	89.00 Miles	

Accomplishments

Maintain and replace signage for 52 miles of fence on the Babcock/Webb and 37 miles of fence on the Yucca Pens.

Amount	Org Code	EO	Category	Description
$6,000.00	77352010100	72	100228	

Activity 312 - Informational signs

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	10.00	$2,396.80	$198.40	$10,000.00	$12,595.20	54.00 Number	

Accomplishments

Manage 48 miles of zonal signage along with 6 entrance signs.

Amount	Org Code	EO	Category	Description
$10,000.00	77352010100	72	100228	

Activity 342 - Public use administration (non-hunting)

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	50.00	$11,984.00	$992.00	$27,500.00	$40,476.00	0.00 Number	

Accomplishments

Purchase Iron Ranger envelopes and public access maintenance.

Amount	Org Code	EO	Category	Description
$20,000.00	77352010100	72	100228	
$7,500.00	77352010100	72	100228	Iron Ranger envelopes

Activity 920 - FEM -- buildings/structures

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	65.00	$15,579.20	$1,289.60	$37,000.00	$53,868.80	10.00 Number	

Accomplishments

Maintain and repair 10 various residences, shop, check stations, office complex, and other area structures.

Amount	Org Code	EO	Category	Description
$25,000.00	77352010100	72	100228	Facility maintenance
$12,000.00	77352010100	72	100228	

Activity 922 - FEM -- custodial functions

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	108.00	$25,885.44	$2,142.72	$10,000.00	$38,028.16	12.00 Number	NFR

Accomplishments

Manage and maintain 12 various structures including day-use permitting systems, picnic shelters and vaulted toilets. Monitor cattle grazing and apiary leases.

Amount	Org Code	EO	Category	Description
$10,000.00	77352010100	72	100228	

Activity 923 - FEM -- vehicles/equipment

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	111.00	$26,604.48	$2,202.24	$60,000.00	$88,806.72	20.00 Number	

Accomplishments

Repair and maintain 20 vehicles and pieces of equipment.

Amount	Org Code	EO	Category	Description
$40,000.00	77352010100	72	100228	Equipment maintenance
$20,000.00	77352010100	72	100228	

Activity 926 - FEM -- roads/bridges

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	93.00	$22,290.24	$1,845.12	$400,000.00	$424,135.36	54.00 Miles	

Accomplishments

Repair and maintain 54 miles of shell road; pave office compound (PASO).

Amount	Org Code	EO	Category	Description
$200,000.00	77352090400	29	100340	Office compound paving (PASO)
$200,000.00	77352010100	96	109940	

Activity 928 - FEM -- fences

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9200) All wildlife	22.00	$5,272.96	$436.48	$260,000.00	$265,709.44	105.00 Miles	

Accomplishments

Maintain 105 miles of fence.

Amount	Org Code	EO	Category	Description
$250,000.00	77352010100	00	000000	Fence maintenance
$10,000.00	77352010100	72	100228	

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9210) Game wildlife	52.00	$12,463.36	$1,031.68	$4,000.00	$17,495.04	1.00 Number	

Accomplishments

Conduct 2 white-tailed deer spotlight surveys.

Amount	Org Code	EO	Category	Description
$4,000.00	77352010100	72	100228	

Activity 295 - Biological data collection, analysis, an

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9210) Game wildlife	80.00	$19,174.40	$1,587.20	$2,000.00	$22,761.60	0.00	

Accomplishments

Operate hunter check station during established quota hunts, compile and enter weekly harvest and morphological data, and prepare and submit annual harvest report. Purchase necessary supplies.

Amount	Org Code	EO	Category	Description
$2,000.00	77352010100	72	100228	

Activity 341 - Public use administration (hunting)

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9210) Game wildlife	15.00	$3,595.20	$297.60	$0.00	$3,892.80	9.00 Number	

Accomplishments

Administer and monitor 9 hunts.

Amount	Org Code	EO	Category	Description

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9218) Quail	35.00	$8,388.80	$694.40	$2,000.00	$11,083.20	1.00 Number	

Accomplishments

Monitor quail population on approximately 65,000 acres.

Amount	Org Code	EO	Category	Description
$2,000.00	77352010100	72	100228	

Activity 282 - Herbaceous seeding

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9218) Quail	81.00	$19,414.08	$1,607.04	$70,000.00	$91,021.12	425.00 Acres	

Accomplishments

Prepare, fertilize and plant 425 acres of quail food plots in cooperation with QF and the Field Trial Clubs of Florida.

Amount	Org Code	EO	Category	Description
$70,000.00	77352010100	96	109940	

Activity 295 - Biological data collection, analysis, an

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9271) Bats	12.00	$2,876.16	$238.08	$56,706.15	$59,820.39	18.00 Number	

Accomplishments

Collect biological data during capture events and monitor 18 Bonneted Bat boxes on Webb via one OPS+ Bio II.

Amount	Org Code	EO	Category	Description
$51,706.15	77352010100	29	100340	OPS+ Bat Bio II
$5,000.00	77352010100	25	100340	

Activity 221 - Animal surveys

Species	Man Days	Salary	Fuel Cost	Other	Total	Units	Not Fed
(9295) Red-cockaded woodpecker	34.00	$8,149.12	$674.56	$66,199.65	$75,023.33	1.00 Number	

Accomplishments

Monitor and maintain 54 RCW clusters via OPS+ Bio II and required field equipment.

Amount	Org Code	EO	Category	Description
$64,199.65	77352010100	72	100228	OPS RCW Bio II
$2,000.00	77352010100	72	100228	

Project Totals

Man Days	Salary	Fuel Cost	Other	Project Total
1573.00	$377,016.64	$31,208.32	$3,614,450.21	$4,022,675.17

Detailed Breakdown

ORG / EO / CAT	Total	PID	Income	Income Total	Unit Total
77352010100 25 100340	$259,000.00	72029200922	$63,000.00	$63,000.00	54,074.00
77352010100 72 100228	$637,037.91				
77352010100 29 100340	$353,412.30				
77352010100 96 109940	$920,000.00				
77352090400 29 100340	$275,000.00				
77352010100 00 000000	$1,170,000.00				

11.20 Arthropod Control Plan

11.20.1 Lee County

Arthropod Management Plan – Fred C. Babcock and Cecil M. Webb Wildlife Management Area – Yucca Pens Unit, Lee County, Florida

Introduction and Intent

The Yucca Pens Unit of the Babcock/Webb Wildlife Management Area located in Lee County Florida was officially designated as environmentally sensitive and biologically highly productive (Section 388.4111, Florida Statutes) in January 2015 by the Florida Fish and Wildlife Conservation Commission (FWC). Prior to this designation, Lee County Mosquito Control District (LCMCD) used aerial adulticiding to control mosquito populations on portions of this area. Once designated, FWC asked LCMCD to discontinue aerial adulticiding and use larviciding as the mosquito control method. LCMCD advised that given the current access and habitat conditions, larviciding is not a feasible control method.

In a joint effort to continue providing mosquito control services to adjacent residents while also protecting environmentally sensitive lands, FWC and LCMCD have agreed to investigate alternate methods of mosquito control for the Yucca Pens Unit, including the development of a cost-effective larviciding program. Until alternate methods become practically and economically feasible limited aerial adulticiding, meeting the conditions and locations established in the following plan, will be allowed.

In addition to the attached plan:

- FWC will continue hydrology restoration efforts on the Yucca Pens Unit which may ultimately move water off the area quicker and/or increase the depth of water thus helping control mosquitoes.
- FWC will work with LCMCD to determine if timing of prescribed burns makes control efforts more effective thereby reducing the frequency of treatments.
- LCMCD will investigate the possibility of providing air support for prescribed burns.
- LCMCD and FWC will work together to establish and maintain helicopter landing zones within the Yucca Pens Unit to facilitate mosquito monitoring efforts.
- FWC and LCMCD agree to meet annually to discuss control efforts and other cooperative activities.

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Return to:
Mosquito Control Program
3125 Conner Blvd., Bldg. 6,
Tallahassee, FL 32399-1650

ARTHROPOD MANAGEMENT PLAN - PUBLIC LANDS

WILTON SIMPSON
COMMISSIONER

Section 388.4111, F.S.
Telephone: (850) 617-7995

For use in documenting an Arthropod Control Pan for lands designated by the State of Florida or any political subdivision thereof as being environmentally sensitive and biologically highly productive therein. Fill this form out if control work is necessary or planned.

Name of Designated Land:
Fred C. Babcock-Cecil M. Webb Management Area - Yucca Pens Unit

Is Control Work Necessary: ☒ Yes ☐ No

Location:

29200 Tuckers Grade Blvd, Punta Gorda, FL 33955, Charlotte County

Land Management Agency:

Florida Fish and Wildlife Conservation Commission

Are Arthropod Surveillance Activities Necessary? ☒ Yes ☐ No
If "Yes", please explain:

Lee County Mosquito Control District is an Integrated Mosquito Management program, meaning we perform surveillance for the presence of target insects and their level of infestation, prior to the development of a treatment plan.

Which Surveillance Techniques Are Proposed?
Please Check All That Apply:

☒ Landing Rate Counts	☒ Light Traps	☐ Sentinel Chickens
☒ Citizen Complaints	☒ Larval Dips	☒ Other

If "Other", please explain:

There are several adult mosquito traps available which may be used.

Arthropod Species for Which Control is Proposed:

Any of the mosquito species which pose a health threat or nuisance to residents near the FWC property will require control when thresholds are reached. Typically these include *Psorophora columbiae, Psorophora ferox, Culex nigripalpus, Culex quinquefaciatus, Aedes taeniorhynchus, Aedes sollicitans, Mansonia* spp., and others.

Proposed Larval Control:

Proposed larval monitoring procedure: On Site larval population dip counts

Are post treatment counts being obtained: ☒ Yes ☐ No

Biological Control of Larvae:

Might predacious fish be stocked: ☐ Yes ☒ No

Other biological controls that might be used:

Material to be Used for Larvaciding Applications:

(Please Check All That Apply:)

☒ Bti

☒ Bs

☒ Methoprene

☒ Non-Petroleum Surface Film

☒ Other, please specify:

Please specify the following for each larvacide:

Chemical or Common name:

VectoBac GS, VectoBac 12AS, VectoBac WDG, Aquabac 200G, VectoLex FG, Spheratax SPH, Altosid Liquid, Altosid SBG II, Altosid Pellets, MetaLarv S-PT, Natular G, Natular G30, ProVect 4E, CocoBear.

☐ Ground ☒ Aerial

Rate of application: Application rate on the pesticide label

Method of application: Aerial

Proposed Adult Mosquito Control:

Aerial adulticiding ☒Yes ☐ No

Ground adulticiding ☐ Yes ☒ No

Please specify the following for each adulticide:

Chemical or common name: Naled

Rate of application: Naled, <0.1 lb. a.i./acre (0.50 to 0.67 oz/ac)

Method of application: Aerial; see attachment

Proposed Modifications for Public Health Emergency Control: Arthropod control agency may request special exception to this plan during a threat to public or animal health declared by State Health Officer or Commissioner of Agriculture.

Proposed Notification Procedure for Control Activities:

Manager of the BWWMA will be notified by e-mail prior to 5:00pm on the day treatment of the area will begin. The notice will include a map of the area to be treated, the material to be used and the general time of day when the treatment will occur.

Records:

Are records being kept in accordance with Chapter 388, F.S.:

☒ Yes ☐No

Records Location: LCMCD

How long are records maintained: Five years.

Vegetation Modification:

What trimming or altering of vegetation to conduct surveillance or treatment is proposed?

Establishment and maintenance of helicopter landing zones and trails for adult and larval mosquito surveillance.

Proposed Land Modifications:

Is any land modification, i.e., rotary ditching, proposed:

No

Include proposed operational schedules for water fluctuations:

NA

List any periodic restrictions, as applicable, for example peak fish spawning times.

NA

Proposed Modification of Aquatic Vegetation:

None

Land Manager Comments:

Arthropod Control Agency Comments:

See attachment for detail on requirements for surveillance, thresholds,and limitations.

James C Conner III

Digitally signed by James C Conner III
Date: 2024.09.30 17:32:16 -04'00'

Signature of Lands Manager or Representative Date

24 Sep 2024

Signature of Mosquito Control Director / Manager Date

Attachment- Aerial Mosquito Adulticide Application Plan: Yucca Pens Unit

1. Aerial applications of mosquito adulticide treatments will be made based on sampling thresholds within the Yucca Pens Unit, and neighboring inhabited properties, as well as public complaints.

2. Aerial applications are permitted only within the area depicted in Figure 1.

3. Aerial application will be made only when one or more of the following are met:

    a. When mosquito infestations of residential areas adjacent to the Yucca Pens Unit continues following ground adulticide treatments and no other source is located.
        i. Thresholds are met for both the Yucca Pens Unit and neighboring inhabited properties. The Yucca Pens Unit threshold is an adult mosquito-landing rate of 25 per minute and the inhabited area threshold is a minimum of three-fold increase over the base population (5E-13.036 of Florida Administrative Code). Mosquito activity baselines are published in the LCMCD Best Management Practices document.
    b. Or; when mosquito-transmitted disease is present in the mosquito or host populations within the Yucca Pens Unit or adjacent residential areas depicted in Figure 2.

4. All applications will be made in accordance with the United States Environmental Protection Agency pesticide use label.

5. LCMCD will notify FWC via email of all applications by 5:00pm before each application (Mike.Kemmerer@MyFWC.com and Andrew.Pope@MyFWC.com). Application notification will include a treatment map.

6. Once all applications are completed, within two (2) weeks LCMCD will provide FWC a report including (at a minimum) application dates and location, adulticide used, spray rates, sampling data pre- and post-application.

7. All aerial applications will be made and recorded using Geographic Positioning System (GPS) technologies.

Figure 1. Proposed Treatment Areas: BWWMA

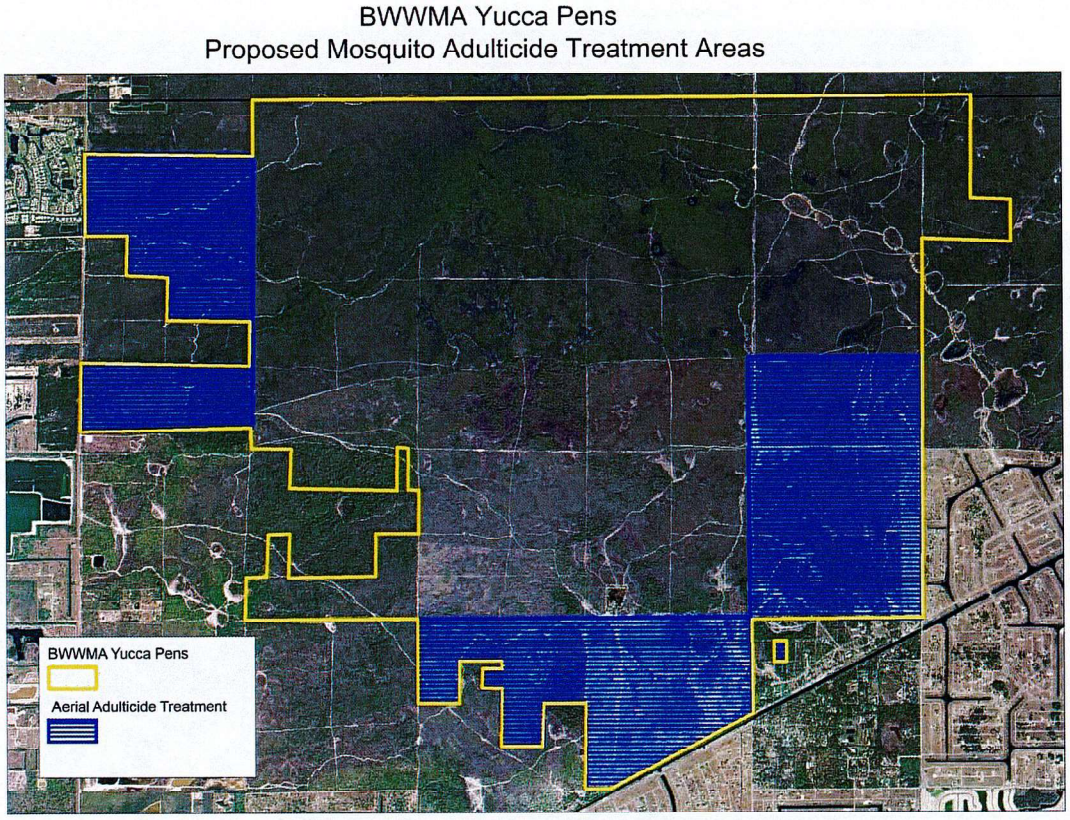
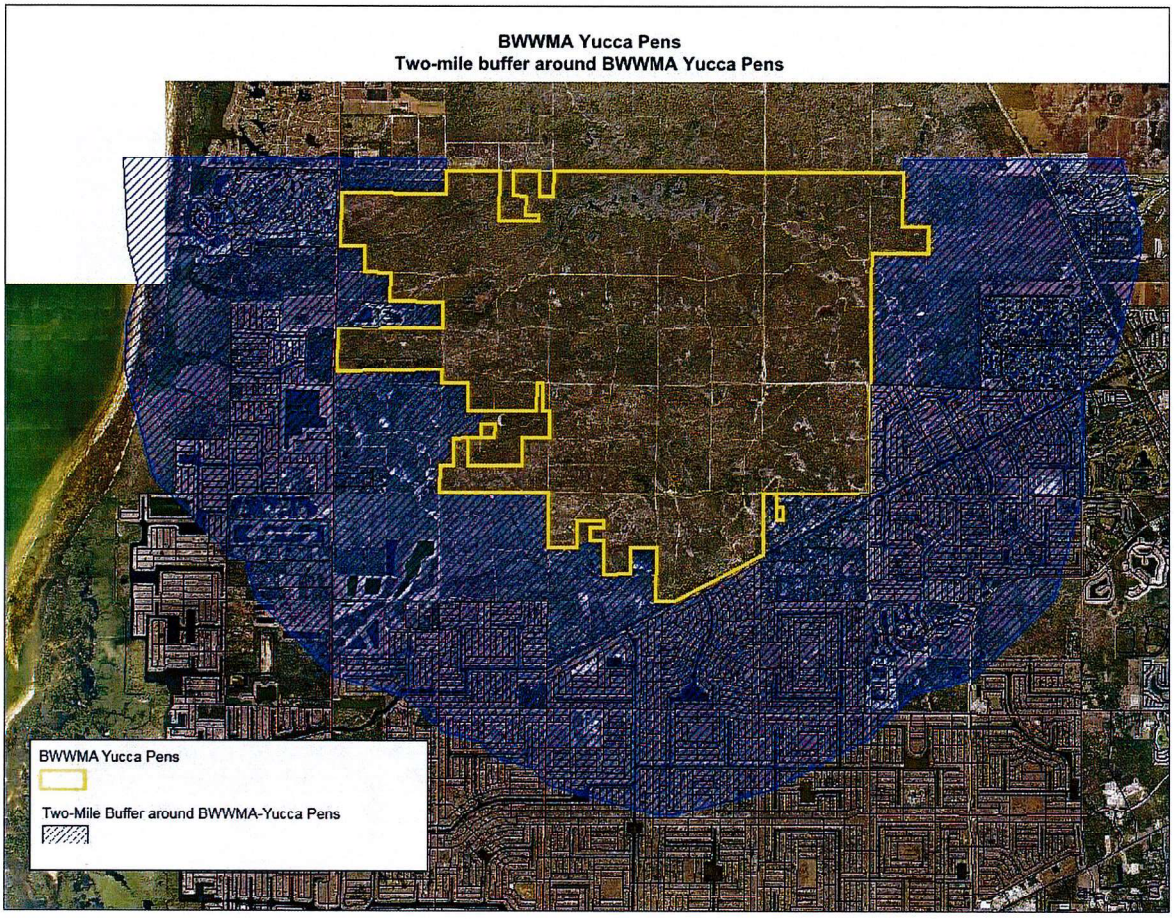


Figure 2. Two-mile buffer around BWWMA - Yucca Pens Unit



11.20.2 Charlotte County

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD MANAGEMENT PLAN - PUBLIC LANDS

ADAM H. PUTNAM
COMMISSIONER

Section 388.4111, F.S.
Telephone: (850) 617-7997

For use in documenting an Arthropod Control Pan for lands designated by the State of Florida or any political subdivision thereof as being environmentally sensitive and biologically highly productive therein. Fill this form out if control work is necessary or planned.

Name of Designated Land:
Fred C. Babcock-Cecil M. Webb Wildlife Management Area

Is Control Work Necessary: ☐ Yes ☒ No

Location:
29200 Tucker Grade, Punta Gorda, FL 33955, Charlotte County

Land Management Agency:
Florida FIsh and Wildlife Conservation Commission

Are Arthropod Surveillance Activities Necessary? ☐ Yes ☒ No
If "Yes", please explain:

Which Surveillance Techniques Are Proposed?
Please Check All That Apply:

☐ Landing Rate Counts ☐ Light Traps ☐ Sentinel Chickens

☐ Citizen Complaints ☐ Larval Dips ☒ Other

If "Other", please explain:
None

DACS-13668 11/09
Page 1 of 4

Arthropod Species for Which Control is Proposed:

N/A

Proposed Larval Control:

Proposed larval monitoring procedure:

Are post treatment counts being obtained: ☐ Yes ☒ No

Biological Control of Larvae:

Might predacious fish be stocked: ☐ Yes ☒ No

Other biological controls that might be used:

N/A

Material to be Used for Larvaciding Applications:

(Please Check All That Apply:)

☐ Bti

☐ Bs

☐ Methoprene

☐ Non-Petroleum Surface Film

☐ Other, please specify:

Please specify the following for each larvacide:

Chemical or Common name:

☐ Ground ☐ Aerial

Rate of application:

Method of application:

None

Proposed Adult Mosquito Control:

Aerial adulticiding ☐Yes ☒ No

Ground adulticiding ☐ Yes ☒ No

Please specify the following for each adulticide:

Chemical or common name:

Rate of application:

Method of application:

Proposed Modifications for Public Health Emergency Control: Arthropod control agency may request special exception to this plan during a threat to public or animal health declared by State Health Officer or Commissioner of Agriculture.

Proposed Notification Procedure for Control Activities:

Records:

Are records being kept in accordance with Chapter 388, F.S.:

☒ Yes ☐No

Records Location: 25550 Harborview Rd., Suite 2, Punta Gorda, FL 33980

How long are records maintained: 10 years

Vegetation Modification:

What trimming or altering of vegetation to conduct surveillance or treatment is proposed?
N/A

Proposed Land Modifications:

Is any land modification, i.e., rotary ditching, proposed:
None

Include proposed operational schedules for water fluctuations:

List any periodic restrictions, as applicable, for example peak fish spawning times.

Proposed Modification of Aquatic Vegetation:
None

Land Manager Comments:

Arthropod Control Agency Comments:

James C Conner III

Digitally signed by James C Conner III
Date: 2024.11.04 19:56:40 -05'00'

Signature of Lands Manager or Representative Date

Scott D Schemerhorn 11/1/2024

Signature of Mosquito Control Director / Manager Date

DACS-13668 11/09
Page 4 of 4

11.21 Compliance with Local Government Comprehensive Plan

11.21.1 Lee County

Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

11/12/2024

Savannah Atwell, Land Conservation Planner
Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Fl 32399

Dear Ms. Atwell:

Lee County has completed reviewed the Florida Fish and Wildlife Conservation Commission's Fred C. Babcock-Cecil Webb Wildlife Management Area 10-year Management Plan. Planning staff finds that the provided Fred C. Babcock Webb WMA Plan is in compliance with the Lee County Comprehensive Plan.

Thank you for the continued partnership that Lee County has enjoyed with the Florida Fish and Wildlife Conservation Commission. If you have any questions or need additional information, please contact me.

Sincerely,
Lee County Department of Community Development
Planning Section

Brandon Dunn, Manager

11.21.2 Charlotte County

CHARLOTTE COUNTY
FLORIDA

October 24, 2024

Savannah Atwell
Land Conservation Planner
Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission
Office: (850) 487-9588

RE: Fred C. Babcock-Cecil M. Webb Wildlife Management Area
10-Year Management Plan, Charlotte and Lee Counties (2024-2034)

Dear Ms. Atwell:

Charlotte County is pleased to provide a review of the Florida Fish and Wildlife Conservation Commission's "2024-2034 Fred C. Babcock-Cecil M. Webb Wildlife Management Area 10-Year Management Plan, Charlotte and Lee Counties." Planning staff finds that this management plan is in compliance with the Charlotte County adopted Comprehensive Plan.

Thank you for the opportunity to contribute and to review the proposed management plan. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Ben Bailey
Community Development Director
Charlotte County
Community Development Department
Phone: 941.743.1211
Fax: 941.743.1299